1. 2:00 P.M. Agenda

Documents:

2021-02-17 Council Agenda.pdf

2. Meeting Materials

2021-02-City-Manager-Report
2021-01-Financial-Report-Council

Documents:

2021-02-17 La De Da Lane Bid Docs.pdf
2021-02-17 Ordiannce 367.Pdf
2021-02-17 Library Commission Memo.pdf
2021-02-17 Planning Services.pdf
2021-02-17 Audit RFP.pdf
Council Wordsmithing By Councilors Stott And OShaughnessey.pdf
Councilor Scott-OShaughnessey Goal Work For Feb 17 Packet.pdf
Councilor Stott And Mayor Vaaler Goal Work For Feb 17 Packet.pdf

2.I. Library Assessment

Documents:

Yachats Public LIbrary Assessment 12.10.20.Pdf

2.II. Draft Job Descriptions

Documents:

2021-02-12 DRAFT Accounting Specialist Description.pdf
2021-02-11 DRAFT Planner Description.pdf

2.III. Planning Svcs - Berdie Letter

Documents:

Planner Responsibilities - Craig Berdie Ltr.pdf

CITY OF YACHATS
REGULAR CITY COUNCIL MEETING
Yachats OR
Wednesday, February 17, 2021 at 2:00 pm
To Be Held Via Zoom
Join Zoom Meeting

Join Zoom Meeting
https://us02web.zoom.us/j/89179149909?pwd=aHkvdEVXRWIuMzkrQ0JKRUZiZII4UT09

Meeting ID: 891 7914 9909
Passcode: 473251
One tap mobile
+12532158782,,89179149909#,,,,*473251# US (Tacoma)
+13462487799,,89179149909#,,,,*473251# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 891 7914 9909
Passcode: 473251
Find your local number: https://us02web.zoom.us/u/kcwcdCwK4f

REGULAR COUNCIL MEETING

I. Announcements, Correspondence, and Proclamations
II. Public Comment:
Topics not listed on the agenda 5 Minute limitation per person
III. New Business
a. Filling of Council Vacancy
b. La De Da Lane Proposal Guest: Westtech Engineering
c. Public Hearing: 2nd Hearing Natural Hazard Mitigation Code Update

The Yachats City Council meetings are open to the public and interested citizens are invited to attend. These are open meetings under Oregon law, but a work session is not a community forum; audience participation is at the discretion of the Council. Meetings are audio-recorded. Public meeting minutes are available for review at City Hall. The meeting place is accessible to persons with disabilities. For accommodations, please call (541) 547-3565, or Oregon Relay 1-800-735-2900 TDD) two days in advance. City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status.

In accordance with ORS 192.630, City of Yachats will make a good faith effort to provide accommodations for any person desiring to attend a public meeting, if the request is made at least 48 hours in advance of the meeting time. The meeting room is physically accessible to persons with mobility devices; a sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance. Posted 02/10/2021

d. Report from Library Commission Chair David Rivinus on Library Assessment
e. Authorization of OCWCOG IGA for Planning Services
f. Review and possible approval of Request for Proposal for Audit services beginning with the FY22 fiscal year (July 1, 2021)

IV. Old Business
a. Interim City Manager
b. Finance position
c. Planning position
d. Council goals
e. Membership requirements for commissions
f. Recommendation from Councilors O'Shaughnessey and Stott on process to gather community input on future use for Commons Building

V. Reports
a. Financial
b. Council
c. City Manager

VI. Other Business
a. Mayor
b. Council
c. Staff

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DATE: February 17, 2021

TO: Leslie Vaaler, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: La De Da Lane Bid Documents

Attached are the bid documents for La De Da Lane for Council consideration and approval.

The Engineer will be at the meeting to address any questions.

Once approved the Engineer will arrange for advertising and set up the online bidding website.

Motion: I move to approve the La De Da Lane bid documents as presented and authorize the bid process to begin.

Alternatives:

Not approve bid documents and cancel the project

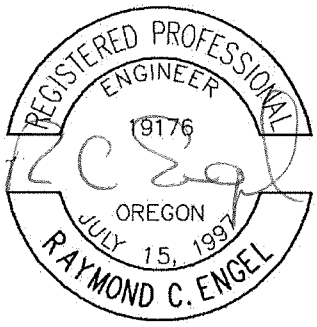
Not approve bid documents and ask Engineer to provide revisions

CITY OF YACHATS, OREGON

Project Manual:
SPECIFICATIONS AND CONTRACT DOCUMENTS

For

LA DE DA LANE STREET IMPROVEMENTS



RENEWS: 12/31/2021

JO 3096.2030.0

Date: February 2021

WESTECH ENGINEERING, INC.
3841 Fairview Industrial Dr. SE. ~ Suite 100
Salem, OR 97302-1192
(503) 585-2474

This project was funded in part by a Small City Allotment Grant from the Oregon Department of Transportation (ODOT Agreement #TBD).

CITY OF YACHATS, OREGON
LA DE DA LANE STREET IMPROVEMENTS

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	Bid Bond	1
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3.	**CONDITIONS OF THE CONTRACT**	
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	Supplementary General Conditions	5
	Sample Insurance Certificate	Insert
	Prevailing Wage Rates *(Oregon BOLI)*	Insert

CITY OF YACHATS, OREGON
LA DE DA LANE STREET IMPROVEMENTS

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See drawing Sheet 1 for sheet index of construction drawings.

PART 1:

BIDDING REQUIREMENTS

INVITATION TO BID (ON-LINE BIDDING)

Due to the COVID-19 pandemic and associated Social Distancing protocols, only on-line bids will be accepted for this project. Paper bids will not be accepted.

ON-LINE bids for the **La De Da Lane Street Improvements** will be received on behalf of the **City of Yachats, Oregon** ("Owner") by **Ray Engel,** Project Manager, of Westech Engineering, Inc., until the bid closing time of 2:00 p.m. local time on March 24, 2021. All bidders must register with and obtain plans from the online plan distribution system (QuestCDN) which can be accessed at Westech Engineering's website at http://www.westech-eng.com *(under the currently bidding tab)*. Only firms that obtain bidding documents from this online plan distribution system will have access to the online bidding system, which can also be accessed at Westech Engineering's website as noted above, or directly from QuestCDN at www.questcdn.com. All firms choosing to submit a bid must submit an on-line bid and required bidding documents online and pay a $30.00 bidding fee through QuestCDN. Bids will be opened and evaluated shortly after the bid closing time, but written bid tabulations will not be finalized or released until after 4:00 p.m. *(the submittal deadline for the "First-Tier Subcontractor Disclosure Form")*.

By no later than 4:00 p.m. local time on March 24, 2021 *(i.e. 2 working hours after the bid closing)*, each bidder shall submit through the on-line bidding system noted above, the "First Tier Subcontractor Disclosure Form" contained in the bidding documents. This form shall be submitted regardless of the bid total. Bidders who fail to submit the required disclosure form will be considered non-responsive, and their bid will not be considered for award. The disclosure form can either be submitted at the same time as the on-line bid, or can be submitted separately.

The work includes the following: Construction of approximately 250 feet of new street improvements including curb, sidewalk, and paving. The base bid paving will consist of approximately 11,000 sf of standard asphalt pavement. A bid alternate consists of installing approximately 8,000 sf of pervious concrete paving in lieu of an equal amount of asphalt pavement, resulting in a net of approximately 3,000 sf of standard asphalt pavement.

Paper sets of the bid documents will not be available for purchase from Westech Engineering for bidding purposes.

Complete digital *(pdf)* copies of Bid Documents *(including drawings)* are available at http://www.westech-eng.com *(under the Currently Bidding tab)*. The digital Bid Documents may be downloaded for a non-refundable payment of $25 by inputting QuestCDN eBidDoc Number listed on the project information sheet available through the website link above. Assistance with free QuestCDN registration, document downloading or working with the project information may be obtained at QuestCDN.com, at 952-233-1632, or via email at info@questcdn.com.

This contract is for a public works project subject to ORS 279C.800 to 279C.870 *(state prevailing wages)* as applicable.

Dated: February 18, 2021

City of Yachats, Oregon

Raymond C. Engel, P.E.
Project Manager

Publication Dates:
Daily Journal of Commerce: 2/22/21 & 2/26/21
Newport News Times: 2/24/21 & 3/3/21

BIDDER'S CHECK LIST

The prospective bidder's attention is especially called to the following forms that must be executed in full and included with the bid except as noted. Submittal of all forms and information required (*with the Bid or following bid closing as specified*) is a matter of responsiveness.

1. **Required Information on Bid Form & Attachment(s)** *(a scanned pdf copy of the bid form must be uploaded to QuestCDN with all bids)*
   a. Bid conditions or qualifications, if any *(fill in or write "none").*
   b. Bid Bond information *(fill in).*
   c. Resident bidder statement *(check box).*
   d. Addenda acknowledgement *(fill in).*
   e. Name of bidder, date and other information shown *(fill in).*
   f. Signature of Bidder
   g. Completed Schedule of Prices *(fill in the on-line schedule of prices).*

2. **Bid Bond** *(a scanned pdf copy of the bid bond must be uploaded to QuestCDN on-line bidding system prior to the bid closing time)*
   a. Bid Bond form is to be executed by the bidder and surety company *(see Article 5 of Instructions to Bidders, "Bid Security").*
   b. The amount of the bond shall be not less than 10 percent of the total amount bid (U.S. dollars).

3. **First Tier Subcontractor Disclosure Form** *(a scanned pdf copy of the bid bond must be uploaded to QuestCDN on-line bidding system by the time specified in the Invitation to Bid).*
   a. Must be completed and submitted per the instructions attached to the First Tier Subcontractor Disclosure Form.

The prospective bidder's attention is especially called to the following which must be submitted by the specified bidders <u>after</u> the bid opening.

4. **Bidder's Qualifications.**
   a. A bidders qualification package shall be submitted <u>after the bid opening</u> within the time period and in the format specified under section 01031 (Bidders Qualifications).

5. **Schedule of Values.**
   a. A schedule of values to be submitted by the successful bidder <u>after execution of the Agreement</u> within the time period and in the format specified under section 01032 (Schedule of Values).

INFORMATION FOR BIDDERS

PROJECT DATA AND REQUIREMENTS

1. **Project Name: La De Da Lane Street Improvements**

2. **Project Location: Yachats, Oregon.**

3. **Project Owner: City of Yachats, Oregon.**

4. **Owner's Engineer:** Westech Engineering, Inc., 3841 Fairview Industrial Dr. SE, Suite 100, Salem, Oregon 97302, Phone:(503) 585-2474. Project Manager: Ray Engel

5. **Receipt of Bids:** The name and title of the person responsible to receive or oversee receipt of bids and the contract person for questions are as noted in the Invitation to Bid.

6. **Project Financing**: Local funds, ODOT Small City Allotment Grant

7. **Warranty Period:** The warranty period for this project will be 24 months from the date of substantial completion. Where the project has multiple schedules, or substantial completion is otherwise granted for separate portions of the work, the warranty period for each portion of the project shall be measured from each portion's date of substantial completion. For public projects, the period of the performance bond shall match the length of the warranty period in order to avoid the need for a separate warranty / maintenance bond.

8. **Project Starting and Substantial Completion/Final Completion Times:**
   Notice to proceed is expected to be issued no earlier than May 3, 2021. Substantial Completion must be accomplished no later than September 17, 2021. The Contractor may elect to start work at any time during the given construction window. Once work is started as evidenced by any clearing, grubbing or excavation work, the Contractor will have 45 days to accomplish substantial completion, except regardless of the selected date to start work, substantial completion cannot occur later than September 17, 2021.

   Unless otherwise specified in the Contract Documents or otherwise approved by the Owner in accordance with the General Conditions of the Contract Documents, all work shall be entirely completed (Final Completion) and ready for final payment within **fourteen (14)** calendar days after the date of substantial completion. This requirement shall apply independently to each portion or schedules of the work which do not have a common date of substantial completion.

9. **Post-Bid Qualification Statements Required:** Mandatory submittal of bidders qualification packages <u>after the bid opening</u>, is required as specified in within the time period and in the format specified under section 01031 (Bidders Qualifications). Submittal of this information is a matter of responsiveness.

10. **Schedule of Prices:** Work is offered on a unit and lump sum price basis, Each bid item is to be bid. All schedules and all bid alternates are to be bid. Failure to provide a bid price for all bid items, including all bid schedules and all bid alternates as applicable, may result in the bidder being disqualified. No alternate or partial bids are allowed, except as provided for by the schedule of prices or by written addenda from the Engineer.

    The various bid schedules will be evaluated and awarded as summarized under a subsequent section (*Evaluation of Bid, Basis of Award*).

    Submission of a bid signifies the Bidder's willingness to enter into a contract on any or all bid schedules or bid alternates for which the Bidder submitted the lowest responsive and responsible bid. Bidders submitting a responsive bid must be capable of completing the Work within the contract time period(s) specified.

11. **Acceptance of Stipulated Prices**: Submission of a bid also signifies the Bidder's acceptance of any stipulated prices included in the schedule of prices or in Section 01025. If a bidder considers the stipulated prices to be inadequate, any request for adjustment shall be submitted in writing far enough in advance of bid closing *(a minimum of 5 business days unless otherwise specified)* in order to allow time for evaluation of the matter and issuance of an addendum *(if the Owner or Engineer decide to grant such an adjustment)*. Requests for adjustments do not obligate the Owner or Engineer to adjust stipulated prices.

12. **Submittal of Bids**: On-line or sealed bids must be submitted in the manner or to the location designated in the Invitation to Bid, by the bid closing time. Faxed or electronically mailed (email) bids will not be accepted. Submitted bids shall be accompanied by a bid security (bid bond) as noted below and in the "Instructions to Bidders".

13. **Bid Security**. All bids shall be accompanied by a bid bond equal to ten percent (10%) of the total bid (*see Instructions to Bidders, Section 5a for bid bond options*), to be forfeited to the Owner in the event of failure of the Bidder to execute the contract. <u>It is required that the surety issuing a bid bond be duly authorized and licensed to transact surety business in the state of Oregon</u>.

14. **Bids to Remain Open**. The Owner reserves the right to postpone the award for up to 30 days from the date and time of the bid closing (bids submitted by all bidders shall remain open and all bid prices shall remain valid for this period), to delete certain items from the bid, and to award the contract to the lowest responsive responsible bidder. The owner may, in his sole discretion, release any bid and return the Bid Security prior to that date.

15. **Evaluation of Bid, Basis of Award:** See Section 16 of the Instructions to Bidders. In accordance with ORS 279.395, the Owner reserves the right to reject any bid not in compliance with all prescribed 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 and all bids after finding that doing so is in the public interest.

The Owner reserves the right to delete certain bid items from the award, and/or to award or delete bid alternates as the Owner deems appropriate and in the Owner's best interest.

16. **Bid Tabulations**: Following bid opening, any bidder may request in writing copies of bid tabulations from the Owner.

17. **Availability of Bids**: After opening, the Contracting Agency will make Bids available for public inspection pursuant with timeframes under OAR 137-049-0330(3).

18. **Notice of Intent to Award, Protests**: As provided by OAR 137-049-0395, notice of intent to award will be issued to all bidders, and any bid award protests must be submitted in writing and received no later than 4:00 p.m. seven (7) calendar days after the date of issuance of the notice of intent to award (ie. if the Notice of Intent to Award is dated and issued on a Friday, the bid award protest period ends at 4:00 p.m. on the following Friday). Award will not become final until the latter of the seven (7) calendar days following the issuance of the notice of intent to award, or until the Owner provides written response to all timely filed protests that denies the protest and affirms the award. Solicitation protests must be submitted prior to bid closing as specified in (and will be processed in accordance with) OAR 137-049-0260. Award protests must be submitted (and will be processed) in accordance with OAR 137-049-0450.

19. **Liquidated Damages:** The completion of this project is important to the Owner for public health, safety and welfare. If completion is not timely, the Owner will be damaged. The parties, therefore, agree that liquidated damages <u>in the amounts listed in the Agreement</u>, accruing on a daily basis, are part of the consideration for the bid and that this amount is a reasonable sum for such damages.

    Liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner <u>at the rate(s) specified in the Agreement</u> for each and every day that expires after the time specified for Substantial Completion. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate.

    After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract Time for Final Completion or any proper extension thereof granted by the Owner, liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate(s) specified in the Agreement for each and every day that expires after the time specified from Substantial Completion until the work is complete and ready for final payment.

    In addition to the liquidated damages, the Contractor shall reimburse the Owner and/or Engineer for cost incurred for inspection and project management services required beyond the time period outlined above. If the Contractor fails to reimburse the Owner and/or Engineer directly, the cost will be deducted from the Contractor's final pay request by the Owner.

20. **Retainage:** To ensure the proper performance of this Contract, the Owner shall retain five percent (5%) of the amount of each progress payment until Final Completion and acceptance of all work covered by this Contract.

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.

(a) If a contractor is required to file certified statements under ORS 279C.845, the Contracting Agency shall retain 25% of any amount earned by the contractor on the public works project until the contractor has filed with the Contracting Agency statement as required by ORS 279C.845. The Contracting Agency shall pay the contractor the amount retained within 14 days after the contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The Contracting Agency is not required to verify the truth of the contents of certified statements filed by the contractor under this section and ORS 279C.845 *(as a condition to release the 25% retainage)*.

(b) The contractor shall retain 25% of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the Contracting Agency certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within 14 days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the Contracting Agency nor the contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor *(as a condition to release the 25% retainage)*.

As required by ORS 279C.570(2), "*If the contract price exceeds $500,000, the contracting agency shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the date the payment request is approved until the date the retainage is paid to the contractor to which it is due.*"

21. **Contractor Registration**. In accordance with OAR 137-049-0200(1)(a)(K), no bid will be received or considered by the Owner unless the bidder's bid includes a certification that the bidder is registered and in good standing with the Construction Contractors Board or licensed and in good standing by the State Landscape Board, as specified in OAR 137-049-0230. For public contracts, registration "at the time the offer is made" is a matter of bid responsiveness per OAR 137-049-0230(1).

22. **Subcontractor Registration**. Per ORS 701.005(5)(a), ORS 701.021(1) and ORS 701.026(1), it is the bidder's responsibility to ensure that all subcontractors comply with the statutory requirement to be licensed through the Oregon Construction Contractor Board (CCB) in order to "undertake, offer to undertake or submit a bid to do work" in the State of Oregon.

23. **Performance and Payment Bonds:** Prior to execution of the Agreement, the Bidder shall furnish separate bonds covering the faithful performance of the Contract, and the payment of all obligations arising thereunder, each in an amount equal to one hundred percent (100%) of the Contract sum. The cost of furnishing such bonds shall be included in the price proposal. The duration of the performance bond shall match the length of the project warranty.

    The surety issuing such bonds shall be duly authorized and licensed to issue bonds in the State of Oregon. The bonds shall be executed by an attorney-in-fact, principal or other authorized representative for the surety company, showing the Oregon agent for service, and bear the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, his authority to execute bonds shall be shown.

24. **Resident Bidder Certification**: In accordance with ORS 279C.365(1)(h), each bid shall contain a statement as to whether or not the bidder is a resident bidder, as defined in ORS 279A.120.

25. **BOLI Public Works Bond:** Pursuant to ORS 279C.830(2), the Contractor and every subcontractor must have a Public Works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9). This bond is in addition to performance bond and payment bond requirements. A photocopy of the Contractor's BOLI Public Works bond shall be provided with the executed contract documents unless exempted as noted above.

    Per ORS 279C.836(4) & (8), projects which are exempt from prevailing wages do not need to have a BOLI Public Works Bond provided with the executed contract documents.

26. **Potential Additions or Changes to the Work**. At its sole discretion, the Owner reserves the right to make changes or additions to the work as provided by OAR 137-049-0910, including but not limited to potential additional work consisting of street or utility work within the jurisdiction of the Owner. Such changes, if requested by the Owner, will be made in accordance with the contract change provisions contained in the Contract Documents. This reservation of rights imposes no obligation on the Owner to make any additions or modifications to the work.

27. **Asbestos Abatement Notice** as required by OAR 137-049-0200(a)(L). This project does not include known asbestos abatement work (or work on or around asbestos cement pipe), and therefore, the contractor does not need to be licensed under ORS 468A.710 in order to submit a bid on this project. This does not eliminate the requirement that any asbestos abatement work subsequently required due to differing conditions discovered (i.e. differing site condition), or expansion of the project scope, must be done by an appropriately licensed contractor or subcontractor.

28. **Prevailing Wage Rates (PWR):** In accordance with ORS 279C.365(1)(g), no bid will be received or considered by the Owner unless the bidder's bid included a certification that the provisions of ORS 279C.840 (relating to Oregon prevailing wages) will be complied with, as applicable.

For projects which meet or exceed the current dollar limit set by statute, Contractor must pay the current prevailing wage rates as established by the Bureau of Labor and in accordance with ORS 279C.800 – 279C.870 and contained herein, including daily, weekly, weekend and holiday overtime as required.

29. **BOLI Public Works Notice Forms & BOLI Fee**: For reference, the BOLI Public Works fee is to be paid pursuant to the provisions of ORS 279C.825 by the public agency awarding the contract, as noted on the attached sample forms at the end of this Information For Bidders *(the applicable forms are to be completed and submitted to BOLI by the public agency within 30 days following the Notice of Award, including a copy of the 1st Tier Subcontractor Disclosure Form submitted by the bidder to whom the contract was awarded. Note that the forms attached at the end of this Information for Bidders are samples only, and the current copies of the forms for submittal must be obtained from the BOLI website)*.

30. **Contractor Application for Payment & Certification**: With each application for payment, the Contractor will be required to complete and submit the "Application for Payment Cover Sheet & Certification" included in this section, in addition to a detailed invoice listing all bid items (and a schedule of values for lump sum contracts). If required by the Contract Documents or funding agency requirements, additional documentation required shall be submitted with this cover sheet.

CONTRACTOR APPLICATION FOR PAYMENT & CERTIFICATION

Application for Payment **No.** _____

To: _____ (*Owner name & address*)

From: _____ (*Contractor name & address*)

Contract: **Agreement Dated** _____, **20**___

Project: _____ (*Project name*)

Engineer's Project No. **JO** _____

For Work accomplished for the period of:_____, 20___ to_____, 20___.

1. Original Contract Total: .....$_____
2. Net change by Change Orders & Written Amendments (+ or -) (thru CO __): .....$_____
3. Current Contract Total (line 1 plus 2) (*based on est. quantities as applicable*): .....$_____

4. Total Amount Earned to Date (*based on actual quantities as applicable*):.....$_____
5. Total Retainage (5%):.....$_____

6. Total Amount to Date, less Retainage (line 4 minus 5): .....$_____
7. Total from Previous Applications for Payment: .....$_____
8. Retainage for Release (*after project completion*): .....$_____

9. **DUE THIS APPLICATION** (line 6 minus 7, plus 8 as applicable): .....$_____

Accompanying Documentation:

- Attach additional sheets if necessary with a detailed summary of requested payment *(ie. of all bid items for unit price contracts, or a detailed breakdown based on a schedule of values for lump sum contracts)*, or detailed summary of claims.
- Attach additional documentation as required by the Contract Documents or funding agency requirements.

Contractor's Certification:

The undersigned Contractor certifies that:

(1) All previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment, including payment of all subcontractors & material suppliers; and

(2) Title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances *(except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest or encumbrance)*; and

(3) All Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and

(4) In consideration for the payment referenced above, and upon receipt of such payment, Contractor hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through the date of this application, with the exception that this release does not cover retainage; and

(5) Contractor represents that receipt of said payment constitutes full and complete payment for all work, and all costs or expenses incurred *(including, but not limited to, costs for supervision, field office overhead, interest on capital, profit and conditions costs)* relative to the work or improvements as of the date of this application; and

(6) Contractor specifically waives, quitclaims and releases any claim for damages due to delay, hindrances, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have as of the date of this application, except as follows *(to be completed by Contractor, attach pages if required)*: _____

_____

Dated _____ _____

Contractor signature

By: _____

(*print or type name*)

Payment of the above amount is recommended. *(signature line below for use only when form submittal is required by Owner)*

Dated _____ Westech Engineering, Inc. (*Engineer*) By: _____

31. **Public Contracting**. The Bidder agrees to comply with all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction, and specifically the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279C) which by this reference are incorporated in the Contract Documents and made a part hereof, including the following provisions included in the contract pursuant with OAR 137-049-0200(1)(c).

The paragraphs below with underlined headings are lettered to correspond with the general lettering order and headings under OAR 137-049-0200(1)(c).

a. Prompt payment to all Persons supplying labor or material; contributions to Industrial Accident Fund; liens and withholding taxes. Pursuant with ORS 279C.505(1), contract hereby includes a condition that "*the contractor shall:*

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167."

b. Demonstrate that an employee drug testing program is in place. Pursuant with ORS 279C.505(2), contract hereby includes a condition that "*the contractor shall demonstrate that an employee drug testing program is in place*".

c. If the Contract calls for demolition Work described in ORS 279C.510(1). Pursuant with ORS 279C.510(1), this contract hereby includes a condition "*requiring the contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective*".

d. If the Contract calls for lawn or landscape maintenance. Pursuant with ORS 279C.510(2), this contract hereby includes a condition "*requiring the contractor to compost or mulch yard waste material at an approved site, if feasible and cost-effective*".

e. Payment of claims by public officers. Pursuant with ORS 279C.515(1), this contract hereby includes a condition that, "*if the contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality or municipal corporation or a subdivision of the state, county, school district, municipality or municipal corporation may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.*"

f. Contractor and first-tier subcontractor liability for late payment on Public Improvement Contracts, including the rate of interest. Pursuant with ORS 279C.515(2), this contract hereby includes a condition that, "*if the contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.*"

g. Persons right to file a complaint with the Construction Contractors Board for all Contracts related to a Public Improvement Contract. Pursuant with ORS 279C.515(3), this contract hereby includes a condition that, "*if the contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement 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.*"

h. Hours of labor in compliance with ORS 279C.520. Pursuant with ORS 279C.520.1, this contract hereby includes a condition that,

"(a) *a contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the contractor shall pay the employee at least time and a half pay for*

(A)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) All overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(b) The contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The contractor may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person."

i. Environmental and natural resources regulations. Pursuant with ORS 279C.525, the Contractor shall comply with all ordinances, rules or regulations enacted by federal, state and local agencies dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract *(also see list included at the end of this subsection)*. To the extent that known environmental and natural resource risks are specifically noted, shown, specified or referenced in the contract documents or on the construction drawings, such risks are allocated to the Contractor pursuant with 279C.525(8)(a).

j. Payment for medical care and attention to employees. Pursuant with ORS 279C.530(1), this contract hereby includes a condition that, "*the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.*"

k. Required Contract provision as follows. Pursuant with OAR 137-049-00200(1)(c)(K) and ORS 279C.530(2), this contract hereby includes a contract provision as follows: "*all employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.*"

l. Maximum hours, holidays and overtime. Provisions of ORS 279C.540 pertaining to maximum hours, holidays and overtime shall be complied with by the Contractor and all subcontractors.

m. Time limitation on claims for overtime. Provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions shall be complied with by the Contractor and all subcontractors.

n. Prevailing wage rates. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with for publicly funded projects. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall not be less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

1) The latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The Prevailing Wage Rates for Public Works Projects in Oregon, including any amendments, which are in effect at the time the project is advertised for bid. Such publications can be reviewed electronically at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx and are hereby incorporated as part of the contract documents
2) Contractor and all Subcontractors shall keep the prevailing wage rates for this Project posted in a conspicuous and accessible place in or about the Project.
3) The Owner shall pay a fee to the Commissioner of the Oregon Bureau of Labor and Industries as provided in ORS 279C.825. The fee shall be paid to the Commissioner as required by the administrative rules adopted by the Commissioner.
4) If Contractor or any Subcontractor also provides for or contributes to a health and welfare plan or a pension plan, or both, for its employees on the Project, it shall post notice describing such plans in a conspicuous and accessible place in or about the Project. The notice shall contain information on how and where to make claims and where to obtain future information.

o. BOLI Public Works bond. Pursuant with ORS 279C.830(2), this contract hereby includes contract provisions as follows:

"*(a) the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9).*

(b) Every contract that a contracting agency awards must require the contractor to:

(A) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor is exempt under ORS 279C.836 (4), (7), (8) or (9).

(B) Require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9).

(c) Every subcontract that a contractor or subcontractor awards in connection with a public works contract between a contractor and a public agency must require any subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the public works project, unless the subcontractor is exempt under ORS 279C.836 (4), (7), (8) or (9)."

p. Retainage. Retainage shall be as outlined in these contract documents and as specified under ORS 279C.550 to 279C.570.

q. Prompt payment policy, progress payments, rate of interest. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in the General Conditions and ORS 279C.570.

r. Contractors relations with subcontractors. The Contractor's relations with subcontractors shall comply with ORS 279C.580.

Pursuant with ORS 279C.580(3) , this contract hereby includes a condition that, "*requires the contractor to include in each subcontract for property or services the contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:*

(a) A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the contractor under the public improvement contract.

(b) A clause that requires the contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the contractor.

(c) A clause that requires the contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A contractor may change the form or the regular administrative procedures the contractor uses for processing payments if the contractor:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(d) An interest penalty clause that obligates the contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the contracting agency or contractor when payment was due. The interest penalty:

(A) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and

(B) Is computed at the rate specified in ORS 279C.515 (2)."

s. Notice of claim. Any notice of claim on a payment bond or public works bond shall comply with the requirements of ORS 279C.605.

t. Contractors certification of compliance with the Oregon tax laws. As required by 137-049-0200(1)(c)(T), by signing this contract the Contractor certifies "*compliance with the Oregon tax laws in accordance with ORS 305.385.*"

u. Subcontractor Registration. As required by 137-049-0200(1)(c)(U), by signing this contract the Contractor certifies "*that all subcontractors performing Work described in ORS 701.005(2) (i.e., construction Work) will 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.*"

v. The Owner will pay all fees due to BOLI pursuant with ORS 279C.825.

w. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who work on this 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 the days per week that the employees may be required to work.

x. The contract may be canceled at the election of Contracting Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

y. Pursuant to OAR 137-049-0880, the Contracting Agency may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.

z. 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.

aa. Contractor certifies that it 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.

bb. If the contracting agency awards the public contract, in whole or in part, on the basis of the contractor's certification, the Contractor shall remain certified as a disadvantaged, minority, women or emerging small business enterprise under ORS 200.055 for the entire term of the public contract. The Contractor shall provide in the Contractor's subcontracts that a subcontractor remain certified as a disadvantaged, minority, women or emerging small business enterprise under ORS 200.055 for the entire term of the subcontract, if the Contractor awards the subcontract, in whole or in part, on the basis of the subcontractor's certification (OR-HB 2716, ORS 279A_).

cc. Assignment or Transfer Restricted. Unless otherwise provided in the Contract, the Contractor shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the Contracting Agency's prior Written consent. Unless otherwise agreed by the Contracting Agency in Writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. If the Contracting Agency consents in Writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to the Contracting Agency for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the Contracting Agency otherwise agrees in Writing (OAR 137-049-200(2)).

dd. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.

ee. In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

ff. In compliance with the provisions of 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 dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

FEDERAL AGENCIES:
Forest Service
Defense, Department of
Environmental Protection Agency
Bureau of Sport Fisheries and Wildlife
Bureau of Land Management
Bureau of Reclamation
Occupational Safety and Health Administration
Coast Guard
Homeland Security, Department of
Agriculture, Department of
Soil Conservation Service
Army Corps of Engineers
Interior, Department of
Bureau of Outdoor Recreation
Bureau of Indian Affairs
Labor, Department of
Transportation, Department of
Federal Highway Administration

STATE AGENCIES:
Environmental Quality, Department of
Forestry, Department of
Human Resources, Department of
Soil and Water Conservation Commission
State Land Board
Water Resources Board
Agriculture, Department of
Fish and Wildlife, Department of
Geology and Mineral Industries, Department of
Land Conservation and Development Commission
State Engineer
Transportation, Department of

LOCAL AGENCIES:
City Council
County Commissioners
Metropolitan Service Districts
Sanitary Districts
Fire Protection Districts"
City or County Public Works Departments
County Court
Port Districts
County Service Districts
Water Districts

BUREAU OF LABOR AND INDUSTRIES
NOTICE OF PUBLIC WORKS

(For use by public agencies in complying with ORS 279C.835 for public works awarded after January 1, 2008)

For Office Use Only:
Project DB #_____

NOTE: ORS 279C.835 requires that public contracting agencies include with this form a copy of the disclosure of first-tier subcontractors submitted pursuant to ORS 279C.370.

PUBLIC AGENCY INFORMATION

Agency Name: Sample Form (to be filled out after bid opening) Agency Number (if known): _____

Agency Address: _____ Agency Division: _____

City, State, Zip: _____

Agency Representative: _____ Phone: _____

SECTION A: To be completed when a public agency awards a contract to a contractor for a public works project, including CM/GC projects. (See reverse for public works projects in which no public agency awards a contract to a contractor.)

CONTRACT INFORMATION:

Project Name: _____ Project Number: _____

Contract Name (if part of larger project): N/A Contract Number: N/A

Project Manager Name: _____ Phone #: _____ Fax #: _____

Project Location (Street(s), City): _____ Project County: _____

Contract Amount: $_____ If under $50,000, is this contract part of a larger project? YES:___ NO:___

If yes, total project amount: $_____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES:___ NO:___

Date Contract Specifications First Advertised for Bid (if not advertised, date of RFP or first contact with contractor): _____

If CM/GC Contract, Date Contract Became a Public Works Contract (see OAR 839-025-0020(6): N/A

Date Contract Awarded: _____ Date Work Expected to Begin: _____

Date Work Expected to be Complete: _____

PRIME CONTRACTOR INFORMATION:

Name: _____

Address: _____

City, State Zip: _____ Phone: _____

Construction Contractors Board Registration Number: _____

Name of Bonding Company: _____

Address: _____

Agent Name and Phone Number: _____

Bond Number: _____

☐ Copy of first-tier subcontractors attached (see NOTE above). WH-81 (Rev 03-13)

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

SECTION B: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(B) (a project for the construction, reconstruction, major renovation or painting of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and $750,000 or more of funds of a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: N/A _____ Phone #: _____ Fax #: _____

Project Name: _____ Project Number: _____

Project Location (Street(s), City): _____ Project County: _____

Total Project Amount: $ _____ Amount of Public Funds Provided for the project: $ _____

Name(s) of Public Agency(ies) Providing Public Funds: _____

Date the public agency or agencies commit to the provision of funds for the project: _____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES: ____ NO: ____

Date Work Expected to Begin: _____

Date Work Expected to be Complete: _____

SECTION C: To be completed when a project is a public works pursuant to ORS 279C.800(6)(a)(C) (a project for the construction of a privately owned road, highway, building, structure or improvement of any type that uses funds of a private entity and in which 25 percent or more of the square footage of the completed project will be occupied or used by a public agency) and no public agency awards a contract to a contractor.

CONTRACT INFORMATION:

Name of Project Owner: N/A _____ Phone #: _____ Fax #: _____

Project Name: _____ Project Number: _____

Project Location (Street(s), City): _____ Project County: _____

Total Project Amount: $ _____ Amount of Public Funds Provided for the project: $ _____

Name(s) of Public Agency(ies) Providing Public Funds: _____

Total square footage of privately owned road, highway, building, structure or improvement: _____

Percent of total square footage of the completed project that will be occupied or used by a public agency: _____

Date the public agency or agencies entered into an agreement to occupy or use the completed project: _____

Will project use federal funds that require compliance with the Davis-Bacon Act? YES: ____ NO: ____

Date Work Expected to Begin: _____

Date Work Expected to be Complete: _____

THIS FORM WILL BE RETURNED TO THE PUBLIC AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

Signature of agency representative completing form: _____

Printed Name: _____ Phone #: _____ Date: _____

RETURN THIS COMPLETED FORM TO:
Prevailing Wage Rate Unit • Bureau of Labor and Industries • 800 NE Oregon Street, #1045 • Portland, OR 97232-2180
Telephone (971) 673-0852 • FAX (971) 673-0769 • pwremail@boli.state.or.us

Note: If this project is federally funded and subject to the Davis-Bacon Act, this form must still be submitted to the Oregon Bureau of Labor and Industries, as the project is subject to the Oregon Prevailing Wage Rate Law for categories where it is higher than federal wage rates.

CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:
Project DB #_____

PUBLIC WORKS FEE INFORMATION FORM

For use by public agencies that have contracted with a contractor on a public works project regulated by ORS 279C.800 to 279C.870, in compliance with ORS 279C.825. Also for use by public agencies that are a party to a public works project pursuant to ORS 279C.800(6)(a)(B) or (C).

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address, along with the public works fee of one-tenth of one percent of the contract price (contract amount x .001), payable to BOLI. **The minimum fee is $250.00; the maximum fee is $7,500.00**. Without the following completed information, the bureau may be unable to properly credit you for payment received.

Public Agency: Sample Form (to be filled out after bid opening) ..... Agency #: _____ .....
Agency Contact Person: _____ ..... Phone: _____ .....
Agency Mailing Address: _____ .....
Project Manager Name: _____ ..... Phone: _____ .....
Project Name: _____ .....
Contract Name (if part of larger project): N/A .....
Project Number: _____ ..... Project Location: _____ .....
Date Project Awarded: _____ .....Contractor CCB#: _____ .....
Contractor Business Name (DBA) : _____ .....
Contractor Address: _____ .....
Contract Amount: $____ ..... Amount Due: $____ .....
(Contract Amount x 0.001, $250 min, $7500 max)

WH-39 ()

CONTRACT FEE SECTION
PREVAILING WAGE RATE UNIT
BUREAU OF LABOR AND INDUSTRIES
800 N.E. OREGON ST., #1045
PORTLAND, OR 97232-2180
PHONE: (971) 673-0852
FAX: (971) 673-0769

For Office Use Only:
Project DB #_____

PUBLIC WORKS FEE ADJUSTMENT FORM

PUBLIC AGENCIES: Please complete and mail this form to BOLI at the above address after completion of the public work project and not less than 30 days after the final progress payment is made to the contractor. Public agencies are required to determine the final contract price, including all change orders or other adjustments to the original contract price, and to calculate the adjusted prevailing wage rate fee based on the revised contract price. Documentation must be included to support the final contract price. Documentation of the final contract price may consist of change orders or other contract documents substantiating the amount of the contract. The prevailing wage rate fee of one-tenth of one percent (0.001) shall be applied to the final contract price, with credit taken for fees already submitted. The public agency must submit any additional fee payable to BOLI, or submit any request for refund, with this adjustment form. **THE MINUM FEE IS $250.00. THE MAXIMUM FEEE IS $7,500. NO ADDITIONAL FEE IS REQUIRED TO BE PAID, AND REFUNDS WILL NOT BE MADE, IF THE BALANCE DUE OR THE REFUND DUE IS LESS THAN $100.00.**

Public Agency: Sample Form (to be filled out after project completion)..... Agency #:_____.....
Agency Contact Person:_____..... Phone:_____.....
Agency Mailing Address:_____.....
Project Manager Name:_____..... Phone:_____.....
Project Name:_____.....
Contract Name (if part of larger project): N/A .....
Project Number:_____..... Project Location:_____.....
Date Project Awarded:_____.....Contractor CCB#:_____.....
Contractor Business Name (DBA) :_____.....
Contractor Address:_____.....
Final Contract/Project Amount: $____..... Final Fee Due: $____.....
(Include all change orders and adjustments to the contract price) (Final Contract Amount x 0.001, $250 min, $7500 max)

Original Contract Amount: $____..... Initial Fee Paid: $____.....
(Initial Contract Amount x 0.001)

Total Contract Amount Adjustment: $____..... Balance Due*: $____.....
or
Refund Due*: $____.....
(*Final contract fee less initial fee paid)

Sample Calculation:			
Final Contract Amount:	$400,000.00	Final Fee Due:	$400.00
Original Contract Amount:	-300,000.00	Initial Fee Paid:	-300.00
Total Adjustment:	$100,000.00	Additional Amount Due:	$100.00

WH-40 (Rev 03/13)

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

   a. Terms used in these Instructions to Bidders are defined in the General Conditions of the Contract. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" means the Solicitation Documents as defined under OAR 137-049-0200, and includes all documents listed as "Contract Documents" in the Agreement, which are issued prior to the bid closing time.

2. COPIES OF BIDDING DOCUMENTS

   a. Complete sets of the Bidding Documents for the deposit sum, if any, stated in the Invitation to Bid may be obtained from the Engineer (unless another issuing office or method is designated in the Invitation to Bid) in the manner specified in the Invitation to Bid.

   b. Complete full size sets of Bidding Documents as outlined in the Bid Form shall be used in preparing bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents or reduced size drawings.

   c. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3. EXAMINATION OF BIDDING DOCUMENTS AND SITE

   a. Before submitting a bid, each bidder must: (a) examine the Bidding Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may affect cost, progress or performance of the work; (c) familiarize himself with Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work and (d) study and carefully correlate bidder's observations with the Bidding Documents.

   b. Reference is made to the General Conditions for information regarding those reports or investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bidding Documents. Before submitting his bid, each bidder will, at his own expense make such additional investigations and tests as the bidder may deem necessary to determine his bid for performance of the work in accordance with the time, price and other terms and conditions of the Bidding Documents.

   c. On request, Owner will provide each bidder access to the site to conduct such investigations and test as each bidder deems necessary for submission of his bid.

   d. The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designed before use by the Contractor in performing the work are identified in the Drawings or the Bidding Documents.

   e. The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of this Article 3 and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

4. INTERPRETATIONS AND ADDENDA

   a. All questions about the meaning or intent of the Bidding Documents shall be submitted to the Engineer in writing. Questions received less than five (5) days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications are not binding unless confirmed by written Addendum, including discussions at prebid conferences.

b. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer. Addenda will be issued a minimum of 72 hours prior to bid closing unless the Addendum also extends the bid closing.

c. Addendum are considered to be issued at the time copies of the Addendum documents are available to prospective bidders at the office of the Engineer or via an on-line document distribution system (as noted in the Invitation to Bid). Notice of the addendum will be send to all parties recorded by Engineer as having received the Bidding Documents from the Engineer or having downloaded the Bidding Documents from the on-line document distribution system. Addendum will also be made available for pickup at the office of the Engineer by any interested party *(but only during periods and hours when the office is open to the public)*. Either posting of the Addendum on-line, or mailing of the Addendum, shall be considered notice as required by OAR 137-049-0250.

d. Each prospective bidder shall be responsible for verifying the number of addendum issued 72 hours prior to bid opening. Failure by the prospective bidders to verify the number of Addendum issued, or failure of the Addendum to be delivered to or downloaded by prospective bidders in a timely manner, shall not be grounds for a bid protest.

5. BID SECURITY

a. Bid Security shall be provided to the Owner, in an amount of ten percent (10%) of the bidder's maximum bid price, in the form and format specified in the Bid Documents.

b. The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. If the successful bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) calendar days of the Notice of Award (unless an alternate time limit is specified in the Bid Documents), Owner may annul the Notice of Award and the Bid Security of that bidder will be forfeited. The Bid Security of any bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the thirty-first day after the bid opening. Bid Security of other bidders will be returned within seven days of the bid opening.

c. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any payment and performance bonds required by the Bidding Documents, or the Bidder notifies Owner in writing of the intent to withdraw his Bid, except as authorized under paragraph 13 herein.

6. CONTRACT TIME

a. The number of days within which, or the date by which, the work is to be completed (the Contract Time) will be included in the Agreement.

7. PREBID SUBMITTAL

a. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to Engineer and for which prebid approval is required by the drawings or specifications, a prebid application for such acceptance must be submitted to the Engineer at least seven (7) days prior to bid opening unless otherwise noted in the specification section for that equipment. Written replies will be issued to the requesting party. Only written replies will be binding. Unsolicited prebid submittals for substitute or alternate equipment will not be reviewed.

8. ALTERNATE MATERIAL AND EQUIPMENT

a. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications or as approved in a prebid submittal. Whenever it is indicated in the Drawings or specified in the Specifications that an "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement," except as set forth in paragraph 7 - Prebid Submittals. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraph 6.05 of the General Conditions which may be supplemented in the Supplementary Conditions.

9. SUBCONTRACTORS, ETC.

a. All bidders are required to submit any and all subcontractor disclosure information required by these Bidding Documents or by current State law.

b. In contracts where the Contract Price is on the basis of cost-of-the-work plus a fee, the apparent successful bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the work that such bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with Owner's written consent.

c. No Contractor shall be required to employ such subcontractor, other person or organization against whom he has reasonable objection.

d. Contractor certifies that it has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns in obtaining any required subcontracts.

10. BID FORM

a. Bids submitted must include the prescribed Bid Form, included in the Bidding Documents. The Bid Form must be completed in ink or by typewriter.

b. The bid price of each item in the Bid Schedule of Prices associated with the Bid Form must be stated. In case of conflict between unit price and total price, unit price will take precedence.

c. A Bid Form submitted by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and must be attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown in conjunction with the signature.

d. A Bid Form submitted by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown in conjunction with the signature.

e. All names must be typed or printed below the signature.

f. The Bid Form shall contain an acknowledgement of receipt of all Addenda (the number of which shall be filled in on the Bid Form).

g. The address to which communications regarding the Bid Form are to be sent must be shown.

11. SUBMISSION OF BIDS

a. Bids shall be submitted at the time and in the manner indicated in the Invitation to Bid and must be accompanied by any required Bid Security and other required documents. Any bid not so submitted may be considered non-conforming by the Engineer.

b. The Bidder shall assume full and complete responsibility for timely delivery of the bid to the location and or in the manner and format designated for receipt of bids.

c. Where paper bids are allowed, any Bid is sent through the mail or other delivery system shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12. MODIFICATION AND WITHDRAWAL OF BIDS PRIOR TO BID CLOSING

a. Bids may be modified or withdrawn at any time prior to the Bid Closing.

b. For paper bids, bid modification or withdrawal shall be by an appropriate document duly executed and delivered to the place where bids are to be submitted. A bid modification must be submitted in a sealed envelope (marked with all information listed in the Invitation to Bid, except that it is to be marked as a "Bid Modification), and shall include a statement that the modification amends and supercedes the prior Bid. A bid may be withdrawn by written notice submitted on the Bidder's letterhead, signed by an authorized representative, delivered to the location specified for bids in the Invitation to Bid.

13. MISTAKES

a. If, within forty-eight (48) hours after bids are opened, any bidder files a duly signed written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the Owner that there was a material and substantial mistake in preparation of his bid as specified by OAR 137-049-0350(2)(c), the Owner may allow the bidder to withdraw his bid, and the Owner may return all or a portion of the Bid Security . Thereafter, that bidder will be disqualified from rebidding the work.

14. OPENING OF BIDS

a. When bids are opened publicly, they will be opened and evaluated (or read aloud for paper bids) at the time and place set forth in the Invitation to Bid. Bidders, or their representative, and other interested persons or parties may be present at the public opening of bids, to the extent allowed by laws and current regulations.

b. An abstract of the amounts of the base bids and major alternatives (if any) will be made available after the opening of bids.

c. When bids are opened privately, an abstract of the same information will be made available to bidders within seven (7) days after the date of bid opening.

15. BIDS TO REMAIN OPEN

a. Unless otherwise provided in the Invitation to Bid or the Information for Bidders, all bids shall remain open and all bid prices shall remain valid for thirty (30) days after the date and time of the bid closing, but Owner may, in his sole discretion, release any bid and return the Bid Security prior to that date.

16. EVALUATION OF BIDS

a. Owner reserves the right to reject any and all Bids, to waive any and all informalities (OAR 137-049-0350(2)(a&b)) and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between unit prices and total price will be resolved in favor of the unit price.

b. A responsive bid must conform to all bidding requirements, unless waived by the Owner as noted herein.

c. Responsible bidder/offerer determination for public projects will be in accordance with OAR 137-049-0390(2), as well as the criteria included on the "Public Contracts Responsible Bidder Determination Form" on the Oregon CCB website.

d. In evaluating bids, Owner shall consider the qualifications and experience of the bidders, in addition to whether or not the bids comply with the prescribed requirements and alternatives and unit prices if requested in the Bid Forms. It is Owner's intent to accept alternatives (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

e. Owner may consider the qualifications and experience of subcontractors and other person and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work for which the identity of subcontractors and other persons and organizations must be submitted as provided in the General or Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by the Owner.

f. Owner reserves the right to reject the Bid of any bidder who does not pass any such evaluation to Owner's satisfaction.

17. AWARD OF CONTRACT

a. If awarded, the Owner will award the contract to the Responsible Bidder submitting the lowest, Responsive Bid, provided that Bidder is not listed by the Construction Contractors Board as disqualified to hold a Public Improvement Contract, see ORS 279C.375(3)(a), or is otherwise ineligible for Award.

b. The Owner reserves the right to delete certain bid items from the award.

c. If the contract is to be awarded, Owner will give the successful bidder a Notice of Award within thirty (30) days after the day of the bid opening unless otherwise provided in the Invitation to Bid or the Information for Bidders.

18. PERFORMANCE AND OTHER BONDS

a. Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to payment, performance and other bonds. When the successful bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

b. Prior to execution of the Contract, the bidder shall furnish separate bonds covering the faithful performance of the contract and the payment of obligations arising thereunder, each in an amount to one hundred percent (100%) of the Contract sum. The cost of furnishing of such bonds shall be included in the bid. The surety issuing such bonds shall be licensed to issue bonds in the State in which the work occurs.

19. SIGNING OF AGREEMENT

a. When Owner gives a Notice of Award to the successful bidder, it will be accompanied by at least three (3) unsigned counterparts of the Agreement and all other Contract Documents. Unless an alternate time limit is specified in the Bid Documents, within ten (10) calendar days thereafter, contractor shall sign and deliver at least three (3) counterparts of the Agreement to the Owner with all other Contract Documents attached. Within twenty (20) days thereafter, Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

BID FORM

City of Yachats, Oregon
PO Box 345
Yachats, OR 97498

1) TO ALL BIDDERS:

a) BID DOCUMENTS. The Bidding Documents include the entire proposed Contract Documents, including but not limited to the Invitation to Bid, Information to Bidders, Instructions to Bidders *(general & supplementary as applicable)*, this Bid Form *(including Schedule of Prices)*, Subcontractor Disclosure forms as applicable, other bidding and contract forms, Agreement form, Conditions of Contract *(General, Supplementary and other conditions)*, any applicable Prevailing Wage Rates, Full Size Drawings, specifications, appendices, as well as all addenda, plan revision sheets or plan addition sheets issued prior to bid closing.

b) BID SUBMITTAL FORMS. The minimum bid submittal requirement for this project shall include this Bid Form including all bid forms and a completed schedule(s) of prices, bid bond as required and all other required attachments (*submittal of the entire bid manual is allowed, but not required*). All Bidding Documents are included in this Bid Form by reference, whether attached or not.

c) Bidders shall use complete sets of Bidding Documents and full size drawings in preparing Bids. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets or reduced size sets of Bidding Documents.

2) THE BIDDER, BY MAKING A BID, REPRESENTS THAT:

a) The Bidder has examined and understands the Bidding Documents and the Bid is made in accordance therewith.

b) The Bidder has examined and understands the Bidding Documents, to the extent that such documentation relates to the work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.

c) The Bidder has personally visited the site, become familiar with local conditions under which the proposed work is to be performed, has determined the extent, character and location of the proposed work, the nature and type of excavation to be done, the location and condition of existing streets and roadways giving access to the site of the work, the topography of the site of the work, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

d) The Bidder is satisfied that the conditions of the work and materials as included herein is brief and is intended to identify the said quantities with the detailed requirements of the proposed Contract Documents.

e) The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

3) INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS; DISCREPANCIES:

a) The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Engineer errors, inconsistencies, discrepancies or ambiguities discovered, including any pages missing from the drawings, bid forms or specifications utilized in the preparation of the bid, or discrepancies between the drawings & the Bid Form or the specifications.

b) Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Engineer a minimum of five (5) days prior to the date for receipt of Bids. Clarifications will be issued by Addendum as outlined in the Instructions to Bidders.

c) Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. The Bidding Documents are complementary and what is called out by any portion of the Bidding Documents *(drawings, specifications, any bidding or contract forms, etc.)* shall be as binding as if called for by all.

4) THE BID:

a) The Bidder does hereby propose to furnish all material, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project entitled

La De Da Lane Street Improvements

and all specified work appurtenant thereto, and in connection with this project for the Owner within the time limit specified and for the bid prices submitted by the Bidder, and in accordance with the drawings, specifications and contract change order documents for the sums set forth in the attached schedule of prices.

b) The conditions or qualifications under which the undersigned Bidder will accept award of the contract are as follows:

_____

(Enter "none" if Bidder will accept all terms and conditions of the Contract Documents)

c) The undersigned Bidder agrees that, if awarded the Contract, it will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and that it will complete the work within the specified number of days set forth in the Information for Bidders, for the bid prices provided by the Bidder and awarded by the Owner.

5) BID GUARANTEE:

a) Enclosed is a bid guarantee equal to ten percent (10%) of the total bid, consisting of a bid bond drawn on _____ in the amount of $_____.
(Name of Surety)

b) The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that bids may be withdrawn, or (c) all Bids have been rejected.

6) BIDDER CERTIFICATION: The undersigned Bidder certifies that:

a) The undersigned declares that it is the only party interested in this Bid Form, and that the information provided with this Bid is in all respects fair and without fraud and that it is made without collusion with any representative of the Owner, and that the prices have been arrived at independently without collusion, communication or agreement with any other bidder or with any competitor, as to any matter relating to prices for the purpose of restricting competition.

b) The Bidder has examined the site of the work;

c) The Bidder understands the manner of payment for the cost of the project;

d) Per OAR 137-049-0200(1)(a)(J), "Contractor agrees to be bound by and will comply with provisions of ORS 279C.840 (Oregon prevailing wages) or 40 USC 276a (Davis-Bacon Act)" as applicable." Contractor agrees to submit any required notifications and copies of certified payrolls to BOLI, and also directly to the Owner, for all covered work associated with the project.

e) The undersigned Bidder certifies that it is registered and in good standing with the Construction Contractors Board or licensed and in good standing by the State Landscape Board, as specified in OAR 137-049-0230, at the time of bid submittal, and that all subcontractors whose sub-bids are utilized by the Bidder in preparing the bid are also registered and in good standing at the time of bid submittal.

f) The undersigned Bidder certifies their bidder status as follows *(as defined in ORS 279A.120 [ORS 279C.365(1)(h)])*:

Resident Bidder: YES ☐ NO ☐

If the bidder is a nonresident bidder, indicate the percent of preference given to resident bidders in the state in which you reside. _____%

g) As required by OAR 137-049-0440(3), the undersigned Bidder certifies that it has not discriminated and will not discriminate against minority, women or emerging small business enterprises in obtaining any required subcontracts.

h) The undersigned Bidder certifies to the provisions required by ORS 279C.505(2) pertaining to Drug Testing Programs for Public Improvement Contracts.

i) The undersigned Bidder certifies that the surety issuing all required bonds is duly authorized and licensed to transact surety business in the state of Oregon.

j) The provisions of ORS 305.385, relating to Oregon tax laws will be complied with.

k) The Bidder has reviewed and understands all permits which are required for the project, and will conform to all conditions of said permits;

l) The Bidder, its subcontractors, and all employers which will work on this project are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers Compensation coverage for all their subject workers.

m) All subcontractors performing work as described in ORS 701.005(2) will be registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time of bid submittal, and during the entire time that subcontractors perform work under this Contract.

n) Bidder acknowledges that in the event the any or all bids are rejected or deemed non-responsive, that Bidder, sub-bidders or suppliers shall have no claim for recovery of bidding costs, or loss of anticipated profits or revenue or other economic loss arising out of or resulting from such rejection, including lost opportunity costs *(see also GC 15.03.B)*.

o) The undersigned Bidder agrees & certifies that any Performance Bond provided will also remain in full force and effect as a maintenance/warranty bond during the entire guaranty/warranty period, unless a separate warranty/maintenance bond acceptable to the Owner is provided by the Contractor as applicable.

p) By submitting a bid on one or multiple Bid Schedules, the Bidder certifies its willingness to enter into a contract on any or all bid schedules for which the Bidder submitted the lowest responsive and responsible bid. Whether submitting a bid one or multiple Bid Schedules, Bidder certifies that it is capable of completing all Work within the contract time period(s) specified, accounting for concurrent time periods under the different Bid Schedules if applicable, and will provide adequate equipment and personnel to accomplish the work within the specified contract times.

q) The undersigned Bidder agrees & certifies that the requirements of the Bidding Documents relating to providing an experienced, competent resident project superintendent will be fully complied with, and that the Bidder understands the consequences of failure to provide an acceptable project superintendent.

r) Bidder accepts the provisions of the Agreement as to liquidated damages, and agrees that liquidated damages in the amounts listed in the Agreement, accruing on a daily basis, are part of the consideration for the bid and that this amount is a reasonable sum for such damages.

s) Bidder accepts the provisions of the Contract Documents relating to stipulated prices, whether in the schedule of prices, on the drawings or in the specifications.

t) Bidder agrees to be responsible for all patent and/or royalty payments associated with completion of the work, as applicable *(GC 6.07)*.

u) As required by ORS 468A.710 for any asbestos abatement work *(including work on or around asbestos cement pipe)*, the Bidder certifies that the Bidder is either licensed under ORS 468A.720 *(or plans to use an appropriately licensed subcontractor)*.

7) ACCEPTANCE OF BID *(AWARD)*:

a) It is the intent of the Owner to award the Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests (OAR 137-049-0350(2)(a)).

b) In submitting this Bid, it is understood that the Owner reserves the right to reject any and all Bids, to adjust the scope of the work within reasonable limits, and to postpone award for a reasonable time.

c) The undersigned Bidder agrees that on written acceptance of this bid, it will, within ten (10) days of receipt of such Notice of Award, execute a formal contract agreement with the Owner in the form attached hereto, and that it will provide acceptable bonds *(including Performance Bond, Payment Bond & BOLI bond as applicable)* and certificates of insurance as required by the Contract Documents. In case of default in execution of the contract or in delivery of acceptable bonds or insurance certificates, the bid guarantee accompanying this Bid Form shall be forfeited to, and remain the property of, the Owner.

8) ACKNOWLEDGEMENT OF ADDENDA:

a) The Bidder has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: all addenda through No. _____, inclusive *(Bidder to put zero (0) if there are no addenda)*.

b) Prior to submitting a bid, the Bidder shall be responsible for verifying the number of addendum, plan revision sheets or plan addition sheets issued *(see Instructions to Bidders)*.

9) **BID DATE, SIGNATURES, ETC:**

Bid dated _____, 20__

Communications concerning this Bid shall be addressed to:

Name of Entity Submitting Bid: _____

(full legal name of bidding entity)

Contact Person: _____ email address: _____

Business Mailing Address: _____

_____

Telephone Number: _____ Fax Number: _____

If Bidder is an Individual:

By: _____

(Individual's Signature)

Name *(type or print)*: _____

Doing business as: _____

Oregon CCB License #: _____ Federal Tax ID #: _____

If Bidder is a Partnership:

Partnership Name *(type or print)*: _____

By: _____

(Signature of General Partner – attach evidence of authority to sign)

Name *(type or print)*: _____

Title: _____

Oregon CCB License #: _____ Federal Tax ID #: _____

If Bidder is a Corporation:

Corporation Name *(type or print)*: _____

State of Incorporation *(type or print)*: _____

Type of Corporation *(General Business, Profession, Service, LLC, etc)*: _____

By: _____

(Signature– attach evidence of authority to sign if other than president or vice-president)

Name *(type or print)*: _____

Title: _____

Attest: _____

(Signature of Corporate Secretary)

Oregon CCB License #: _____ Federal Tax ID #: _____

If Bidder is a Joint Venture:

Name of Joint Venture *(type or print)*: _____

First Joint Venture Name *(type or print)*: _____

By: _____

(Signature of joint venture partner– attach evidence of authority to sign)

Title: _____

Oregon CCB License #: _____ Federal Tax ID #: _____

Second Joint Venture Name *(type or print)*: _____

By: _____

(Signature of joint venture partner– attach evidence of authority to sign)

Title: _____

Oregon CCB License #: _____ Federal Tax ID #: _____

Third Joint Venture Name *(type or print)*: _____

By: _____

(Signature of joint venture partner– attach evidence of authority to sign)

Title: _____

Oregon CCB License #: _____ Federal Tax ID #: _____

(*Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated under the applicable category above, attach additional pages if necessary.*)

BID BOND

(minimum ten percent (10%) of the total bid)

KNOW ALL MEN BY THESE PRESENT, that we _____
(Name of Contractor)

as Principal, hereinafter called the Principal, and _____
(Name of Surety)

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Yachats, Oregon** as Obligee, hereinafter called the Obligee, in the full sum of _____ Dollars ($_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for**: La De Da Lane Street Improvements**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bid Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the full sum set forth on the face of this Bid Bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20___.

Principal:	_____ (signature)	Surety:	_____ (signature)
By:	_____ (print name)	By:	_____ (print name)
Title:	_____	Title:	_____

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

PROJECT NAME La De Da Lane Street Improvements
BID CLOSING: Date: March 24, 2021 Time: 2:00 p.m.
DISCLOSURE DEADLINE: Date: March 24, 2021 Time: 4:00 p.m.

This form must be submitted in the manner specified in the Invitation to Bid within two (2) working hours of the advertised bid closing date and time; no later than the DISCLOSURE DEADLINE stated above. Unless otherwise specified in the Invitation to Bid, a completed copy of this disclosure form shall be submitted as follows:

- *For Online Bids*. Completed pdf copy submitted via the on-line bidding system as noted in Invitation to Bid.
- *For Paper Bids*. Form shall either be submitted in the same envelope as the bid, or shall be submitted in a separate sealed envelope clearly marked **"Disclosure Form for La De Da Lane Street Improvements"** showing the date and time of the disclosure submittal deadline, as well as the Bidders name.

This form shall be submitted regardless of the bid total. Unless otherwise stated in the Invitation to Bid, this document shall not be faxed or emailed. It is the responsibility of the Bidder to submit this Disclosure Form and any additional sheets required.

Deliver Form to: Westech Engineering, 3841 Fairview Industrial Drive SE, Suite 100, Salem, OR 97302
Person Designated to Receive Form: Ray Engel Phone: (503) 585-2474

Form Submitted By (Bidder Name): _____

Contact Name: _____ Phone #: _____

Is the bid total greater than $100,000? YES ☐ NO ☐ (If NO, bidder is not required to provide 1st tier subcontractor information below).

Bids which are submitted by Bid Closing, but for which the separate and sealed Disclosure has not been submitted by the specified deadline, will be considered Non-Responsive and will not be considered for award!

If bid total is greater than $100,000, list below the Name, Address, and Category of work of each 1st tier subcontractor that will be furnishing labor or labor and materials that are required to be disclosed. Enter 'NONE' if there are no subcontractors that need to be disclosed. (IF NEEDED ATTACH ADDITIONAL SHEETS).

1st Tier Subcontractor Name	Subcontract Dollar Value	Category or Categories of Work Each Subcontractor will be Performing	**Subcontractor Oregon CCB #

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

a) 5% of the total Contract Price, but at least $15,000 (including all alternates). 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.

***Per ORS 701.005(5)(a), ORS 701.021(1) and ORS 701.026(1), any contractor or subcontractor must be licensed through the Oregon Construction Contractor Board (CCB) in order to "undertake, offer to undertake or submit a bid to do work" in the State of Oregon. Contractor registration "at the time the offer is made" is a matter of bid responsiveness as specified under OAR 137-049-0230(1).

INSTRUCTIONS FOR FIRST-TIER SUBCONTRACTOR DISCLOSURE

All Bidders are required to submit the First Tier Subcontractor Disclosure Form, regardless of the Bid Total.

In addition, when the contract value for a Public Improvement is greater than $100,000, bidders are required to disclose information about certain first-tier subcontractors (see ORS 279C.370(3)). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract within two (2) hours of bid closing:

- The subcontractor's name, and
- The dollar value of each subcontract, and
- The category or categories of work that each subcontractor will 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 First Tier Subcontractor Disclosure Form.

To determine disclosure requirements, it is recommended that the Bidder disclose subcontract information for any subcontractor as follows:

(1) Determine the lowest possible contract price. That will be the base bid amount (exclusive of any options that can only be exercised after contract award, if any).

(2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services (subcontractor base bid amount, exclusive of any options that can only be exercised after contract award, if any) are greater than or equal to:

(i) 5% of that lowest contract price, but at least $15,000, or
(ii) $350,000 regardless of the percentage.

Total all possible work for each subcontractor in making this determination (ie. if a subcontractor will provide $15,000 worth of labor or labor and materials in one category of work and $40,000 on another category of work, then the potential amount of subcontractor's labor or labor and materials is $55,000. Assuming that $55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the $15,000 and the $40,000).

SUBMISSION. A Bidder shall submit the disclosure form within two (2) working hours of Bid Closing in the manner specified by the Invitation To Bid. See instructions on the SUBCONTRACTOR DISCLOSURE FORM.

RESPONSIVENESS. Compliance with the disclosure and submittal requirements outlined herein and in ORS 279C.370(3) is a matter of Responsiveness. As required by OAR 137-049-0360(5), bids that are submitted by Bid Closing, but for which the Disclosure form has not been submitted by the specified deadline, will be considered Non-Responsive and will not be considered for Contract award.

PART 2:

CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, by and between the **City of Yachats, Oregon** hereinafter called the **Owner**, and _____, hereinafter called the **Contractor**.

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

ARTICLE I - SCOPE OF THE WORK: The Contractor hereby agrees to furnish: All materials, labor and equipment and incidentals, and to perform all work shown on the drawings and described in the specifications for the project prepared by **WESTECH ENGINEERING, INC.,** Salem, Oregon, hereinafter referred to as **Engineer**; entitled:

La De Da Lane Street Improvements

The work shall include those items listed in the Schedule of Prices on the Bid Form as follows:

All Bid Items

and shall be in accordance with the requirements and provisions of the Contract Documents as defined in Article IV of this Agreement, which Contract Documents are enclosed herewith, and are hereby made a part of this Agreement.

The Contractor also agrees to comply with all applicable federal, state, and local laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction, and specifically, the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279C) which by this reference are incorporated in the Contract Documents and made a part hereof.

ARTICLE II - CONTRACT TIME AND LIQUIDATED DAMAGES:

Notice to proceed is expected to be issued no earlier than May 3, 2021. Substantial Completion must be accomplished no later than September 17, 2021. The Contractor may elect to start work at any time during the given construction window. Once work is started as evidenced by any clearing, grubbing or excavation work, the Contractor will have 45 days to accomplish substantial completion, except regardless of the selected date to start work, substantial completion cannot occur later than September 17, 2021..

Unless otherwise approved by the Owner in accordance with the General Conditions of the Contract Documents, all work shall be entirely completed (Final Completion) and ready for final payment within **fourteen (14)** days after the date of substantial completion. This requirement shall apply independently to each portion of the work which is not granted a common date of substantial completion.

Liquidated Damages: The Owner and the 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 completed within the time specified in the paragraph above, plus any extensions thereof allowed in accordance with the General Conditions of the Contract Documents. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not substantially completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner the amounts listed below for each and every day that expires after the time specified for Substantial Completion.

Liquidated damages shall apply against the successful bidder (the Contractor) and accrue to the Owner at the rate of **three hundred dollars ($300)** for each day that expires after the time specified for Substantial Completion until the work is substantially complete.

After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the Contract Time for Final Completion or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner **three hundred dollars ($300)** for each calendar day that expires after the time specified above for the work to be complete and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, the Contractor shall reimburse the Engineer for the cost incurred for engineering, inspection and project management services required beyond the Contract Time limit as outlined herein. The Contractor shall also reimburse the Engineer for all costs incurred for inspection and project management services required due to punchlist items which are not completed within the Contract Time limit or the date specified on the Certificate of Substantial Completion, whichever is later. If the Contractor fails to reimburse the Engineer directly, the Owner will deduct the cost from the Contractor's final pay request.

ARTICLE III – PAYMENT: The Owner shall pay to the Contractor for the performance of the work the total amounts determined by lump sum and unit prices listed in the Bid Form. Based on the estimated quantities and the stated units & prices, the total Contract sum is _____**dollars and** _____ **cents ($_____).** Progress payments shall be made in accordance with Article 14 of the "General Conditions" of the Contract. The required submittal date for pay requests will be as determined by the Owner, and shall be far enough prior to the end of each month to meet the Owner's established review & processing timelines. Retainage shall be as specified in the Information to Bidders.

ARTICLE IV - CONTRACT DOCUMENTS: The Contract Documents which comprise the entire agreement between the Owner and Contractor are attached to this Agreement, made a part hereof, and consists of the following: Bidding Documents, including but not limited to Invitation to Bid, Information for Bidders, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form including bid forms & Schedule of Prices, Subcontractor Disclosure Forms, Bid Bond, Agreement, Performance Bond, Payment Bond, Conditions of the Contract (General, Supplemental General and other conditions), Addenda No. ____ through ____, Notice of Award, Notice to Proceed, Technical Specifications & Appendices, and full size Construction Drawings, containing ____( ) sheets, as well as proof of insurance (insurance certificates) and applicable Prevailing Wage Rates.

The Contract Documents are complementary and what is called out by any portion of the Contract Documents (drawings, specifications, or any contract forms) shall be as binding as if called for by all.

In construing this Agreement, it is understood that: (1) if the context so requires: (a) the singular pronoun shall be taken to mean and include the plural pronoun; (b) the masculine pronoun shall be taken to mean the feminine and neuter pronoun; (2) all captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this Agreement; and (3) anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

ARTICLE V - PREVAILING WAGE. Contractor must pay the current prevailing wage rates as established by the Bureau of Labor and in accordance with ORS 279C.800 – 279C.870 and contained herein, including daily, weekly, weekend and holiday overtime as required. Contractor is responsible for submitting any required notifications and copies of certified payrolls to BOLI, and also directly to the Owner.

ARTICLE VI – TAX CERTIFICATION. The Contractor hereby certifies in writing, under penalty of perjury, that he/she is, to the best of his/her knowledge, not in violation of any tax laws described in ORS 305.380(4).

ARTICLE VII – INSURANCE CERTIFICATES. Evidence of insurance coverage must be submitted on current "ACORD" forms (or other insurance certificate containing the same information) that **EITHER** includes a statement that "30 days cancellation notice shall be provided" **OR** the Contractor's insurance agent shall submit a written letter stating that copies of insurance certificates will be sent to the Owner and the Owner's Representative a minimum of every 30 days, throughout the term of the required insurance under the contract. The Owner and Westech Engineering must be included as additional insured, with the Owner being named as certificate holder. In addition, insurance or bond riders must be provided if required under the terms of any permit that the Contractor must obtain from any City, County, service district or state agency with jurisdiction over the work.

ARTICLE VIII - OTHER PROVISIONS. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Pursuant with OAR 137-049-0200(2), the Contractor shall not assign, sell, dispose of, or a transfer rights, or delegate duties under this Agreement, either in whole or in part, without the Owner's prior written consent. Unless otherwise agreed by the Owner in writing, such consent shall not relieve the Contractor of any obligations under the Contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Agreement. If Owner consents in writing to an assignment, sale, disposal, or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its surety, if any, shall remain liable to Owner for complete performance of the Contract as if no such assignment, sale, disposal, transfer, or delegation had occurred, unless Owner agrees otherwise in writing.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in **four (4)** copies each of which shall be deemed an original. Each party represents by signing below that he/she has authority to sign this agreement and to fully bind the principals thereto.

Dated _____, 20___ (*Contractor to fill in date, must match the date on bond forms*)

_____ *(Contractor)*

By _____

Title _____

Type/Print Name: _____

_____ *(Owner)*

By: _____

Title: _____

Type/Print Name: _____

Attest (ie. to City Signature): _____

City Recorder (if required by City Charter)

Bond No. _____

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

_____

_____

_____

SURETY (*Name and Address*):

_____

_____

_____

OWNER:

City of Yachats, Oregon
PO Box 345
Yachats, OR 97498

CONTRACT

Date: _____ (*Contractor to fill in, match date on signature page of Agreement*)
Amount: $_____
Project Name: -_____

BOND

Date _____ (*Contractor to fill in, match date on signature page of Agreement*):
Amount: $_____
Modifications to this Bond: None

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name _____

Title _____

SURETY

Company: (Corporate Seal)

Signature _____

Name _____

Title _____

FOR INFORMATION ONLY – Name, Address and Telephone

Agent Or Broker, Name & Address:

_____
_____
_____

_____

Agent/Broker Phone #

OWNER'S REPRESENTATIVE
Westech Engineering, Inc
3841 Fairview Industrial Dr. SE, Suite 100
Salem, OR 97302-1192
(503) 585-2474

ARTICLES

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, and administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference. The Contractor and Surety, jointly and severally, agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Construction Contract not increasing the Contract Price more than twenty-five percent (25%). The term "amendment" wherever used in this Bond, and whether referring to this Bond, the Construction Contract or the loan documents, shall include any alteration, extension, or modification of any character whatsoever.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Claimant is defined as persons claiming to have supplied labor or materials for the prosecution of the work provided for in the Construction Contract, including any person having a 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 monies due to 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 Construction Contract, has a right of action on the Contractor's Bond as provided in ORS 279C.380 and 279C.400 only if:

   4.1 the person or the assignee of the person has not been paid in full; and

   4.2 the person gives written notice of claim, as prescribed in ORS 279C.600, to the Contractor and the Secretary of State, if the Construction Contract is with a state agency, or the clerk or auditor if the public body is other than a state agency.

   The intent of this Bond shall be to include without limitation, the terms `labor, materials or equipment, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

5. The Contractor and Surety hereby jointly and severally agree with the Owner that every Claimant, who has not been paid in full before the expiration of a period of one hundred eighty (180) days (200 days for the filing of fringe benefit claims) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, for which claim is made, may have a right of action on this Bond. The Owner shall not be liable for the payment of any costs or expenses including attorneys' fees, which the Owner may incur in connection with its defense of any such right of action.

6. No suit or action shall be commenced on this Bond by any Claimant:

6.1 Unless Claimant shall have given written notice to the Contractor and the Secretary of State, if the Construction Contract is with a state agency, or the clerk or auditor of the public body which let the Construction Contract if the public body is other than a state agency, within one hundred eighty (180) days (200 days for the filing of fringe benefit claims) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, or hand delivered in an envelope addressed to the Contractor, and such other entity who is to receive notice, at any place where that party maintains an office, conducts business, or at its residence, or delivered to that location.

6.2 After the expiration of two (2) years from the date on which the Claimant last performed labor, materials or equipment. Any limitation embodied in this Bond, which is prohibited by any law controlling the project, shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.

7. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire at ot he Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond and any amendments thereto as outlined in Paragraph 1, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The 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.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal 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.

13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. **DEFINITIONS**

    14.1 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

None.

Bond No. _____

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

_____

_____

_____

SURETY (*Name and Address*):

_____

_____

_____

OWNER:

City of Yachats, Oregon
PO Box 345
Yachats, OR 97498

CONTRACT

Date: _____ (*Contractor to fill in, match date on signature page of Agreement*)
Amount: $_____
Project Name: -_____

BOND

Date _____ (*Contractor to fill in, match date on signature page of Agreement*):
Amount: $_____
Modifications to this Bond: None

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name _____

Title _____

SURETY

Company: (Corporate Seal)

Signature _____

Name _____

Title _____

FOR INFORMATION ONLY – Name, Address and Telephone

Agent Or Broker, Name & Address:

_____
_____
_____

_____

Agent/Broker Phone #

OWNER'S REPRESENTATIVE
Westech Engineering, Inc
3841 Fairview Industrial Dr. SE, Suite 100
Salem, OR 97302-1192
(503) 585-2474

ARTICLES

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executor, administrators, successors and assigns to the Owner for the performance of the Construction Contract and any extension thereof, and during the twenty-four (24) month warranty/guaranty period, which contract, extension and guaranty are incorporated herein by reference. This bond shall remain in full force and effect as a maintenance/warranty bond during the entire guaranty/warranty period, unless replaced with a separate warranty/maintenance bond acceptable to the Owner.

2. If the Contractor performs the Construction Contract (including any repairs required during the warranty period), the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

   3.1 The Owner has notified the Contractor and the Surety at its address described on the signature page herein, that the Owner is considering declaring the Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and;

   3.2 The Owner has declared Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and;

   3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, which agents or independent contractors shall be acceptable to the Owner; or

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. 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.

10. Notice to the Surety, the Owner or the Contractor shall be mailed by certified or registered mail or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal 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.

12. **DEFINITIONS**

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

None.

STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars ($30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of $30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

_____ (Seal)
Company Name

_____
Signature

_____
Title (e.g. Attorney-in-Fact)

Principal by:

_____
Name

_____
Signature

_____
Title

_____
Address

_____
City *State* *Zip*

SEND BOND TO: **Construction Contractors Board**
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621

PART 3:

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

GENERAL CONDITIONS

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents. In case of inconsistency between the Contract Documents and any Addenda, the Addenda supersede other Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Allowance*– a specified monetary sum, specified quantity or time not otherwise defined by the specifications and drawings, but which the Contractor is required to include in the bid or price. An Allowance may be either a cash allowance or a quantity allowance.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Approve*—Where used in conjunction with the Owner's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Owner's and Engineer's responsibilities and duties as specified in the General Requirements. In no cases will "approval" by the Owner or Engineer be interpreted as a release of the Contractor from responsibilities to fulfill requirements of the Contract Documents.

6. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

7. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidder*—The individual or entity who submits a Bid directly to Owner. The term "Proposer" shall be used interchangeably with the term "Bidder," and the term "Proposal" shall be used interchangeably with the term "Bid."

9. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

10. *Bidding Requirements*—The advertisement or invitation to bid, Information for Bidders, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements or attachments.

11. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

12. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

13. *Consultant*—An individual or entity having a direct contract with the Engineer, Engineer's Consultant and/or Owner for performance of work on the Project.

14. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

15. *Construction Submittals*—See "Shop Drawings" definition.

16. *Contract Documents*—Those items so designated in the Agreement. Only the printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals are not Contract Documents. The reports and drawings of subsurface and physical conditions are not Contract Documents unless specifically identified as such in the Supplementary Conditions, if any.

17. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject

to the provisions of Paragraph 11.03 in the case of Unit Price Work).

18. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

19. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

20. *Cost of the Work*—See Paragraph 11.01 for definition.

21. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

22. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver. However, the Contractor shall have no rights or remedies arising from execution of the Agreement prior to receiving a Notice to Proceed from Owner.

23. *Engineer*—The individual or entity retained by the Owner to act as engineer of record during the construction of the work.

24. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *Final Completion*—The point at which the Owner has determined that all Work is complete, the facilities are operating as specified and according to applicable design criteria, all other contract requirements have been satisfied, and final payment has been made in accordance with the requirements of the Contract Documents.

26. *General Requirements*—Sections of Division 1 of the Specifications.

27. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

28. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Latent Defect*—A defect in the Work of which the Owner has no actual knowledge.

30. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

32. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

33. *Notice of Award*—The written notice by Owner (or Owner's Representative) to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner (if Owner decides to proceed with the work) will sign and deliver the Agreement to the apparent successful bidder. However, the Notice of Award shall not be construed as an agreement, meeting of the minds, contract or any other legal obligation between Owner and Contractor. The Contractor shall have no rights or remedies arising from execution of the Agreement prior to receiving a Notice to Proceed from Owner.

34. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

35. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

36. *PCBs*—Polychlorinated biphenyls.

37. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

38. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities

comprising the Contractor's plan to accomplish the Work within the Contract Times.

39. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

40. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

41. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

42. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

43. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

44. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

45. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

46. *Shop Drawings*—All construction submittals, drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

47. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

48. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

49. *Stipulated Price Work*– Work to be paid at unit or lump sum prices established by Owner in the Bidding Documents, as distinguished from unit or lump sum prices submitted, or bid, by the Bidder.

50. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

51. *Substantial Completion*— Unless additional requirements are included in the Supplementary Conditions, Substantial Completion is that degree of completion of the project's facilities and operating systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial use and operation of the Work, and (i) all required functional, performance and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications (including test operation of equipment, electrical and control systems to demonstrate that the total system operates as specified, and that all system components operate correctly and communicate with all other system components as necessary for a complete and operable system); (ii) all final building, plumbing, mechanical and electrical inspections required have been completed and any identified critical defective or incomplete Work replaced or corrected; (iii) occupancy permits and certifications (if any) have been issued by jurisdictions having authority; (iv) all appurtenant operations and maintenance features and safety features (ie. handrails, motor guards, safety signs & notices, emergency eye-wash/showers, etc.) have been installed and are fully functional; and (v) all required record drawings and/or O&M manuals/information (where applicable) have been submitted and accepted by the Owner. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

52. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

53. *Supplementary Conditions*—That part of the Contract Documents which amends or

supplements these General Conditions.

54. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

55. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

56. *Unit Price Work*—Work to be paid for on the basis of unit prices.

57. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Final Completion (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used (in connection with services, materials, or equipment) in a context clearly requiring an obligation of Contractor, "provide" is implied. Provide" shall be understood to mean "provide complete in-place," that is, "furnish and install, complete".

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver to the Owner and Engineer, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. Owner will provide a Notice to Proceed at a reasonable time after the effective date of the Agreement. In no event will the Owner have any obligations or duties to Contractor under the Agreement until the Notice to Proceed is given to Contractor, and the Contractor shall have no rights or remedies arising from execution of the Agreement prior to receiving a Notice to Proceed from Owner.

2.04 *Starting the Work*

A. Unless otherwise specified in the Information for Bidders or the Agreement, Contractor shall start to perform the Work within ten (10) days of the date indicated in the Notice to Proceed. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules*: Per the requirements in the Specifications, Contractor shall submit to Engineer for timely review copies of a Project Schedule, Schedule of Submittals and Preliminary Schedule of Values as applicable. Unless otherwise required in the Specifications, these shall be submitted prior to the Preconstruction Conference, or within five (5) days after the date of the Notice to Proceed , whichever is sooner.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Unless otherwise approved by the Owner, before any Work at the Site is started a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Acceptance of Schedules*

A. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer as required in the Specifications.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard,

specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements at the site, including but not limited to grades, elevations, dimensions, locations, and/or interconnection of new work with existing or other work. Contractor shall immediately report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby. Any errors due to Contractor's failure to verify all such field measurements shall be promptly rectified by Contractor without additional cost to Owner or extension of Contract Time.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall immediately report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. Field Orders and Engineer's written interpretation & clarifications will take precedence over all other Contract Document components referenced herein. Figure dimensions on Drawings take precedence over scaled dimensions. Drawings with the higher level of detail take precedence over less detailed Drawings. Greater number, amount or size takes precedence over lesser number, amount or size.

3. Where a conflict occurs between or within the specifications and drawings, the more stringent or higher quality requirements shall apply (Engineer shall decide which stipulation will provide the best installation). In resolving other inconsistencies among two or more components of the Contract Documents, precedence shall be given in the following order:

   a. Permits from outside agencies as may be required by law

   b. Change Order(s)

   c. Addenda

   d. Agreement

   e. Supplementary Conditions

   f. General Conditions

g. Bidding Documents, including Contractor's Bid Form

h. Specifications—Division 01

i. Drawings.

j. Specifications—Division 02-16

k. Bonds

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents can only be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by a written Change Order.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways (any variations or deviations in the Work arising from any of the methods set forth in Paragraph 3.04.B will not authorize any change in the Contract Price or Contract Time. The sole method to amend the Contract Price or Contract Time is pursuant to Paragraph 3.04.A):

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (including Engineer's review comments); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien

against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the site conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the project site and surrounding areas; (2) generally prevailing climatic conditions; (3) anticipated labor, supply, and costs; (4) availability and cost of materials, tools, and equipment; and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the project site or any improvement located on the project site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make adjustments in either the Contract Price or Contract Times arising from a failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph 4.02.A.

B. *Reports and Drawings:* The Supplementary Conditions identify (if any):

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

C. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor discovers or should have discovered that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, within 24 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more

of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others.

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, immediately after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Unless otherwise specified in the Contract

Documents, Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings (if any) known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may reasonably rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by, or released as a result of the intentional or negligent act or failure to act of Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer,

and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, hold harmless and reimburse Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. Except as provided otherwise by the Information for Bidders or by Laws or Regulations, these bonds shall remain in effect until completion of the correction period specified in Paragraph 13.07, or a minimum of one year after the date when final payment becomes due, whichever is later. Contractor shall also furnish such other bonds as are required by the Contract Documents or by agencies with jurisdiction.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within ten (10) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies from which bonds and insurance are furnished by the Contractor shall have a rating of not less than A- in the most current edition of Best's Rating Guide, in addition to such additional requirements and qualifications as may be provided in the Supplementary Conditions. Owner shall have the right of final approval of sureties and insurers.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner and Engineer, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain. Owner and Engineer shall be included as additional insureds (as required by Paragraph 5.04.B.1), as well as any other parties or entities identified in the Supplementary Conditions or required as a condition of permits or approvals obtained by Contractor.

B. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to

identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds Owner and Engineer (subject to any customary exclusion regarding professional liability), and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to Owner, Engineer and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

a. Evidence of insurance coverage submitted on the "ACORD" form, or any other insurance certificate containing the language regarding cancellation of coverage, shall be revised to strike out the words "*endeavor to*", and "*but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives*";

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a

certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Unless otherwise provided in the Supplementary Conditions or required by Laws and Regulations, the deductible shall not exceed $10,000. This property insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses that may be incurred in the repair or replacement of any existing property or structures included in or affected by the Work (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made.

B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty (30) days prior written notice has been given to Owner and Engineer, as well as other additional insureds that may be listed in the Supplementary Conditions.

1. Evidence of insurance coverage submitted on the "ACORD" form, or any other insurance certificate containing the language regarding cancellation of coverage, shall be revised to strike out the words "*endeavor to*", and "*but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives*".

C. If Owner requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Contractor shall, if possible, include such insurance, and the cost thereof will be incorporated by appropriate Change Order.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Contractor waives all rights against Owner and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against

Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen (15) days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest reasonably may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If Owner has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the Owner shall so notify the Contractor in writing within ten (10) days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide Owner with such additional information in respect of insurance provided as Owner may reasonably request.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, the Contractor shall, prior to such use or occupancy, be solely responsible to notify his insurer(s) providing the property insurance pursuant to Paragraph 5.06, and ensure that any changes in coverage necessitated thereby are made. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy. Failure by Owner to require submittal of such endorsements prior to such use or occupancy shall not be construed as a waiver of Contractor's obligation to ensure that such endorsements are provided.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible for ensuring that the finished work complies accurately with the Contract Documents.

B. For purposes of giving or receiving notice, directives, change orders, or any other information from the Engineer or Owner to the Contractor, the Contractor shall designate one person as Project Manager to receive such notice, directives, change orders, or other information.

C. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor. The Contractor's superintendent shall be present at the Site at all times while Work is in progress and shall be available by phone for emergencies 24 hours per day, 7 days per week. If at anytime the superintendent leaves the Site while Work is in progress, Engineer shall be notified and provided with the name of the Contractor's representative having responsible charge.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, well qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain

good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Unless otherwise allowed or required in the Contract Documents, Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. Contractor agrees to assign to Owner, at the time of final completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work, and Contractor further agrees to perform the Work in such a manner to preserve any and all manufacturer's warranties in full force and effect. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances and conditions described below. Requests for review of substitute or "or-equal" items of material and/or equipment will not be accepted by Engineer from anyone other than Contractor.

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed "or-equal" item. Unless otherwise specifically provided in the contract documents for specific material or equipment, no requests for approval of substitute materials or equipment will be permitted during the bidding process. Substitutes will be considered only after the Effective Date of the Agreement, in accordance with the procedures in the Contract Documents.

Reimbursement by the Contractor for costs associated with review by Engineer of proposed substitute items will be as summarized under Paragraph 6.05.E, whether or not the substitute item is approved for use. Engineer may preclude the use of certain alternate or substitute materials or equipment in cases where, in the opinion of Engineer or Owner, efficient utilization of existing materials or supplies requires the acquisition of compatible equipment or supplies, or where there is only one manufacturer or seller of the product of the quality required.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to

that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service;

4) the alternate material or equipment proposed is not precluded under Paragraph 6.05.A;

5) it will not materially increase anticipated maintenance or operating costs;

6) it is compatible with existing system components.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item, provided that the proposed substitute material or equipment is not precluded under Paragraph 6.05.A..

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The amount, form and duration of any such guarantee or bond shall be acceptable to Owner.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer and Engineer's consultants for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer and Engineer's consultants for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute. Reimbursement rates for Engineer or related entities for evaluation of proposed substitutes shall be on the basis as established in the Supplementary Conditions.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement or issuance of the Notice to Proceed, and if Contractor has submitted a list thereof in accordance with the Contract Documents, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, hold harmless and reimburse Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Unless otherwise provided in the Contract Documents, Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the

Agreement, except that Owner shall pay all costs for System Development Charges (SDCs) related to the Work. Unless otherwise provided in the Contract Documents, Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Costs for all such taxes are to be included in the Contract Price.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, hold harmless and reimburse Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all current Drawings, Specifications, Addenda, Change Orders, Field

Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and annotated final Shop Drawings (marked-up to reflect field changes, if any) shall be delivered to Engineer.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable, and such notice has been accepted by Owner (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer written notice immediately, and in no instance more than 24 hours after the alleged emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and

Samples to Engineer for review and approval in accordance with the requirements of the Specifications.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

D. Additional Warranty Provisions.

1. Contractor further warrants and guarantees to the Owner and Engineer that all Work is guaranteed for a specified period from the date of final acceptance by the Owner. Except for equipment or portions of the work with longer warranties specified in the Contract Documents, the Work shall be guaranteed for warranty period specified in the Contract Documents, measured from the date of final acceptance by the Owner. If no warranty period is specified elsewhere in these Contract Documents, the Work shall be guaranteed for 2 years from the date of final acceptance by the Owner. If, within the warranty period, repairs or changes are required in connection with the Work, the Contractor shall promptly, without expense to the Owner:

a. Place in satisfactory condition all guaranteed Work;

b. Correct all damage to the building, site, equipment or contents which is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and,

c. Correct any work, material, equipment, or contents of building, structure or site disturbed in fulfilling the guarantee.

2. Repairs, replacements or changes made under the warranty requirements shall be warranted for the remainder of the specified warranty period, or for a minimum of 1 year (whichever is longer), beginning on the date of the acceptance of the repairs, replacements or changes.

3. If the Contractor fails within 10 days to proceed to comply with the terms of this warranty, the Owner may have the defects corrected. The Contractor and the Contractor's surety shall be liable for all expense incurred. In case of an emergency where delay would cause serious loss or damage, repairs may be made without notice to the Contractor, and the Contractor or the Contractor's surety shall pay the cost.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, hold harmless, and reimburse Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, and consultants arising out of the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer. The design professional shall be licensed in the state wherein the project is located.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in the Specifications.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.22 *Environmental Indemnity*

A. Contractor shall indemnify and hold Owner harmless, its agents and employees from and against, any and all claims, costs, losses, damage, liabilities, penalties and fines arising out of or resulting from (i) the violation by Contractor of any federal, state or local statute, law, rule, regulation, ordinance, order, permit or governmental approval or authorization relating to the protection of the environment or human health, safety, or welfare ("Environmental Law"); and (ii) any release, spill, discharge, or disposal of any "hazardous material" which shall include, without limitations, any "hazardous substance," "hazardous material," "toxic substance," "pollutant," "contaminant," "oil," or "petroleum," or words of similar impact under any Environmental Law.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or

through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

D. Should Contractor cause damage to the work or property of any other contractor at the site, or should any claim arising out of or resulting from Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or Engineer's Consultants or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation. If mediation is unsuccessful, Contractor shall still defend against further litigation as follows. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, hold harmless and reimburse Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, and the successors in interest of the foregoing, from, for and against, suits, actions, claims, damages, penalties, liabilities, losses and expenses (including but not limited to all fees and related costs, disbursements and expenses of engineers, architects, attorneys and expert witness' fees) arising directly or indirectly or consequentially out of or resulting from any action, legal or equitable, brought by a separate contractor against Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them to the extent based on a claim caused by, arising out of, or resulting from Contractor's negligent or other failure of performance in the Work.

7.02 *Coordination*

A. The Owner will have the authority to contract with other contractors, utility companies or Public Agencies for the performance of other work on the Project at the Site.

B. Contractor shall have sole responsibility for coordination of his work with any and all activities or construction for or by other contractors, utility companies or Public Agencies at and adjacent to the Project Site.

7.03 *Legal Relationships*

A. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

B. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer, or provide Engineer with notice of any communications with Contractor.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Prior to issuance of the Notice to Proceed, and upon written request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Owner's representative during the construction period will be that person or entity who is retained by, authorized and paid by the Owner to represent the Owner's interests. Engineer will be Owner's representative during the construction period only to the extent authorized (and contracted for) by Owner.

9.02 *Visits to Site*

A. Unless otherwise specified in the Contract Documents, and only to the extent authorized (and contracted for) by Owner, Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods,

techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Specifications.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within thirty (30) days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's written decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. Owner or Engineer may, in anticipation of ordering an addition, deletion or revision to the Work, request Contractor to prepare a proposal of cost and times to perform Owner's contemplated changes in the Work. Contractor's written proposal shall be transmitted to the Engineer promptly, but not later than seven (7) days after Contractor's receipt of Owner's written request and shall remain a firm offer for a period of not less than forty-five (45) days after receipt thereof by Engineer. Owner or Engineer's request for proposal or multiple requests for proposals shall not justify a claim for an adjustment in Contract Price or Contract Times (or Milestones), nor obligate the Owner to authorize work under the proposal. Contractor is not authorized to proceed on an Owner contemplated change in the Work prior to Contractor's receipt of a Change Order incorporating such change into the Work, or Owner's written authorization pending execution of a Change Order.

C. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05.

D. In Signing a Change Order, the Owner and Contractor acknowledge and agree that:

1. the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes payment for: (i) the Cost of the Work covered by the Change Order, (ii) Contractor's fee for overhead and profit, (iii) interruption of progress schedules, (iv) delay and impact, including cumulative impact, on Work under the Contract Documents, and (v) extended overhead;

2. the Change Order constitutes full mutual accord and satisfaction for the change to the Work;

3. no reservation of rights to pursue subsequent claims on the Change Order will be made by either party;

4. no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order;

5. except as otherwise provided in the Change Order, the Contract, as amended, between

Owner and Contractor remains in full force and effect.

E. Agreements on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of or related to the Change Order, including but not limited to all direct and indirect costs and impacts associated with such change and any and all adjustments to the Contract Price and the Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in applications for payment as if such Work were originally part of the contract documents.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

B. Extra work will not be considered as authorized additional work or for an adjustment in the Contract Price or the Contract Time unless a Change Order is executed by both Owner and Contractor. Furthermore, the parties agree that under no circumstance will an act or failure to act on the part of the Owner or Engineer constitute a waiver of the written Change Order requirement for extra or changed work. A written Change Order is a strict condition precedent for payment for extra work.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:*

1. *By Contractor*. Written notice stating the general nature of each Claim shall be delivered by Contractor to Engineer promptly (but in no event later than seven (7) days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the Contractor. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer within thirty (30) days after the start of such event (unless Owner allows additional time for Contractor to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which Contractor believes it is entitled as a result of said event.

2. *By Owner*. Owner shall provide Engineer with written notice stating the general nature of each claim within a reasonable time after discovering an event giving rise thereto.

C. *Engineer's Action*: Engineer will review each Claim and, within thirty (30) days after receipt of the last submittal of Contractor or Owner, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said thirty (30) days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within thirty (30) days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with and within the time periods specified by this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above only to the extent authorized in writing by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained. Owner reserve the right to furnish such materials as it deems advisable, and Contractor shall have no claims for costs and profit on such furnished materials.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work, but only to the extent authorized and approved in writing by Owner.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including fuel, transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site.

Individual pieces of equipment or tools having a replacement value of $500 or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefore.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

1) Rentals of construction equipment at rental rates listed for such equipment from rate sheets from established and reputable local rental companies, or other similar source acceptable to the Owner and Engineer. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment will be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use the equipment not listed by the references specified herein, an equitable rental rate for the equipment will be established by the Engineer. The Contractor may furnish cost data which might assist the Engineer in the establishment of the rental rate. Payment shall be subject to the following:

a) Payment for equipment which is already on the Project site and which is used in the completion of extra work will not be allowed;

b) All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used;

c) Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least minimum rating recommended by the manufacturer;

d) Individual pieces of equipment or tools having a replacement value of $500 or less, whether or not consumed by use, will be considered to be small tools and no payment will be made therefore;

e) Rental time will not be allowed while equipment is inoperative due to breakdowns; and

f) Rental time will not be allowed while equivalent Contractor owned equipment is held at standby.

2) The rental time to be paid for equipment of the site will be the time the equipment is in productive operation on the extra work being performed and, in addition, will include the time required to move the equipment to the location of the extra work and return it to the original location or to another location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or

otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind, lost opportunity costs and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

6. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer a detailed and itemized cost breakdown together with supporting data. Supporting data shall include but not be limited to daily submissions of timesheets indicating hours and trades worked (including worker classifications corresponding to Prevailing Wage rate classifications where applicable), equipment and date/time equipment was employed, and materials expended.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for

additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs by more than twenty-five percent (25%) from the estimated quantity of such item indicated in the Agreement (unless otherwise provided by the Contract Documents); and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted in accordance with the provisions of Paragraph 10.05, and delivered to Engineer within seven (7) days of the start of the event giving rise to the claim.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 10 percent (10%);

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent (5%);

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of ten percent (10%)

of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor, limited to a maximum fee of twenty-five percent (25%) including all tiers of subcontractors and Contractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent (5%) of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted in accordance with the provisions of Paragraph 10.05, and delivered to Engineer within seven (7) days of the start of the event giving rise to the claim.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

C. All requests for time extensions shall be supported by Schedule analysis showing the effect on the entire Project taking into account concurrent Work and the critical path, including float. Partial demonstration of impact on particular operations only will not be acceptable to show the criticality of any event on the Project Schedule as a whole.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Contract Times may be extended because of delays in the completion of the Work due to abnormal weather conditions provided that the Contractor shall, within seven (7) days of the start of the event causing such delay, notify Engineer in writing of the cause of the delay and request an extension of time. The Contractor shall demonstrate that the abnormal weather directly impacted a planned activity on the critical path of the Project Schedule at the time the abnormal weather occurred. Engineer will make recommendations to Owner to extend the Contract Times for completing the Work when, in Engineer's judgment, the findings of facts and extent of delay justify such an extension. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C. Contractor shall not be entitled to any additional compensation of any kind arising out of or relating to abnormal weather conditions.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in

Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor. Failure by Contractor to schedule and obtain any required inspections, testing and/or certifications in a manner so as to allow for the timely progress or completion of the work will not be grounds for an extension of Contract Time.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer and other agencies with jurisdiction timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Failure by Contractor to schedule and obtain any inspections, testing or certifications (required by the drawings, Contract Documents or agencies with jurisdiction) in a timely manner will not be grounds for an extension of Contract Time.

B. Except as otherwise required in the Contract Documents, Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C;

3. retesting required because of non-conformance to the requirements of the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer. Tests required by Contract Documents to be performed by Contractor that require test certificates be submitted to Owner or Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely written notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

G. Costs of retesting as required in accordance with Paragraph 13.03.B.3 shall be paid by the Contractor.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that

portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction, unless Contractor fails to provide written notice as required in Paragraph 13.03.F. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period (Warranty Period)*

A. Unless a longer period is specified in the Information for Bidders, the correction period shall be one year from Substantial Completion. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the restoration of or repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. Where a portion of the work or a particular item of equipment is placed in continuous service for the benefit of Owner before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date only if so provided in the Specifications, or by express written approval by Owner.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed

and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim there-for as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim there-for as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed, including any required testing.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least twenty-eight (28) days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work

completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing by Owner, the Application for Payment shall also be accompanied by a bill of sale, paid invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

   a. Written consent of any surety is required prior to payment for any materials stored on or off the project site. Contractor shall be responsible for obtaining such consent.

   b. Owner's Representative(s) shall have the right to make inspections of the storage areas at any time.

   c. Such materials shall be protected from diversion, destruction, theft and/or damage to the satisfaction of Owner, shall be specifically marked for use on the project, and shall be segregated from other materials at the storage facility.

3. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may recommend that the Owner retain off-sets from the amount due for events which include, but are not limited to, any of the conditions summarized below or under Paragraph 14.02.D.1 or 2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

f. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

g. the Contract Price has been reduced by Change Orders;

h. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09;

i. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A; or

j. liability for liquidated damages has been incurred by the Contractor as set forth in the Agreement.

C. *Payment Becomes Due:*

1. Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended;

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A; or

e. Owner has not received the Certified Payrolls from Contractor (if required) and must withhold the additional retainage until Contractor submits its Certified Payrolls.

2. Owner may reduce the amount to be paid for the following items:

a. Liability for liquidated damages incurred by Contractor as set forth in the Agreement, or

b. Owner compensation to Engineer for labor plus expenses because of any the following Contractor-caused events:

1) witnessing retesting of corrected or replaced defective Work;

2) return visits to manufacturing facilities to witness factory testing or retesting;

3) excessive submittal reviews (in excess of two reviews by Engineer) due to Contractor's failure to address all specification requirements and/or previous review comments, or due to providing incomplete submittals, or resubmittal of substantially the same submittal;

4) evaluation of proposed substitutions and in making changes to Contract Documents occasioned thereby;

5) overtime worked by Contractor necessitating Engineer, related entities, Resident Project Representative or site staff, if any, to work overtime; or

6) costs incurred for inspection & project management services by Engineer required beyond the end of the Contract Time due to Contractor's failure to complete the work within the Contract Time, as set forth in the Agreement.

c. Reimbursement rates for Engineer or related entities to be calculated at the rate set forth in the Supplementary Conditions.

3. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

4. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work to be complete and ready for its intended use, including acceptable completion of all required testing, inspections and/or certifications (required by the drawings, Contract Documents or agencies with jurisdiction), Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within fourteen (14) days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said fourteen (14) days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to

be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. If, during final inspection, any of the Work is found to be still incomplete, or does not comply with the Contract Documents and requires correction Work by the Contractor necessitating subsequent Site inspection efforts by the Engineer or Owner to ascertain if the Work has been properly installed and completed, the Contractor shall be liable to the Owner for the cost of such inspection work or any subsequent reinspection as provided by Paragraph 14.02.D.2.b.

14.07 *Final Payment*

A. *Application for Final Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, final copies of all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled;

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work; and

   e. a waiver of all claims by Contractor against Owner.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten (10) days

after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Acceptance of such written notice by Owner and final payment of Contractor by Owner shall constitute Final Completion. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Final Payment Becomes Due:*

1. Thirty (30) days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven (7) days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven (7) days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others (subject to limitations under Paragraph 15.03.B); and

4. reasonable expenses directly attributable to termination.

B. Contractor, subcontractors or suppliers shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination, including lost opportunity costs.

C. Owner shall be credited for (1) payments previously made to Contractor for the terminated portion of the Work; (2) claims that Owner has against Contractor under the contract; and (3) the value of materials, supplies, equipment or other items that are to be disposed of by Contractor that are part of the Contract Price.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted, or (iii) Owner fails for thirty (30) days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven (7) days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within thirty (30) days after it is submitted, or Owner has failed for thirty (30) days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

15.05 *Environmental Litigation*

A. If the performance of all or any part of the Work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Owner, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or subcontractor at any tier not required by the terms of this Contract, such suspension, delay, or interruption shall be considered as if ordered by the Owner in the administration of this Contract under the terms of this subsection, except that it will not be possible for the Owner to fix the date for resumption of the Work.

B. The term 'environmental litigation," as used herein, means a lawsuit alleging that the Work will have an adverse effect on the environment or that the Owner has not duly considered, either substantively or procedurally, the effect of the Work on the environment. Specific laws, ordinances and resolutions regarding pollution prevention and natural resource preservation that may affect this Project are as follows:

1. Federal Clean Water Act.

2. Applicable state or local laws, statutes & regulations.

15.06 *Provisions Relating to Environmental and Natural Resource Laws and Rules; Remedies When Requirements Change*

A. If the Contractor is delayed or must undertake additional Work by reason of existing regulations or ordinances of agencies not cited in the public contract or due to 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 may:

1. Terminate the Contract;

2. Complete the Work itself;

3. Use non-agency forces already under contract with the Owner;

4. Require that the underlying property owner be responsible for cleanup;

5. Go out to bid for a new contractor to provide the necessary services under the competitive bid requirements of state law as applicable; or

6. Issue the Contractor a Change Order setting forth the additional Work that must be undertaken.

B. In addition to the obligation imposed under Paragraph 15.06.A to refer to federal, state and local agencies with regulations dealing with the prevention of environmental pollution and the preservation of natural resources, a public bid document must also make specific reference to known conditions at the construction Site that may require the Contractor to comply with the statutes, ordinances or regulations identified under Paragraph 15.06.A.

C. If the Contractor encounters a condition not referred to in the Bid Documents and not caused by the Contractor and not discoverable by a reasonable prebid visual Site inspection and the condition requires compliance with the regulations referred to under Paragraph 15.06.A, the Contractor shall immediately give notice of the condition to the Owner.

D. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource regulation, the Contractor shall not commence Work nor incur any additional job Site costs in regard to the condition encountered and described in Paragraph 15.06.C without written direction from the Owner.

E. Upon request by the Owner, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the Owner for resolution.

F. Within a reasonable period of time, the Owner may:

1. Terminate the Contract;

2. Complete the Work itself;

3. Use non-agency forces already under contract with the Owner;

4. Require that the underlying property Owner be responsible for cleanup;

5. Go out to bid for a new Contractor to provide the necessary services under the competitive bid requirements of state law as applicable; or

6. Issue the Contractor a Change Order setting forth the additional Work that must be undertaken.

G. If the Owner chooses to terminate the Contract

under Paragraph 15.06.F.l, the Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the Work completed. The Owner shall have access to the Contractor's Bid Documents when making its determination of the additional compensation due to the Contractor.

H. If the Owner causes work to be done by another Contractor under Paragraphs 15.06.A.3 or 15.06.A.5, or under Paragraphs 15.06.F.3 or 15.06.F.5, the Contractor shall not be held liable for actions or omissions of the other Contractor.

I. The Change Order under Paragraph 15.06.A.6 or under Paragraph 15.06.F.6 shall include the appropriate extension of Contract Time and compensate the Contractor for all additional costs, including overhead and profit, reasonably incurred as a result of complying with the applicable regulations. The Owner shall have access to the Contractor's Bidding Documents when making its determination of the additional compensation due to the Contractor.

15.07 *Contractor's Tender Upon Termination*

A. Upon receiving a written notice of termination of this contract, or if Contractor elects to terminate this Contract, Contractor shall immediately cease all activities under this Contract and take reasonable action to mitigate its losses upon termination, unless, in the case of termination by Owner, Owner expressly directs otherwise in its Notice of Termination. Upon termination of this Contract for any reason, Contractor shall deliver to Owner all documents, information, work in progress and other property that are or would be deliverable had the Contract been completed. Upon Owner's request, Contractor shall surrender to anyone Owner designates, all documents, research or objects or other tangible things prepared previously and needed to complete the Work.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding.. The mediation shall be conducted by a qualified mediator (such as a County Circuit Court judge) located in the County where the project is located, unless otherwise approved by Owner. The request for mediation shall be submitted in writing. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions (if any); or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

D. Should litigation proceedings be initiated by Contractor or Owner, the prevailing party is entitled to and shall receive reimbursement for reasonable attorney, engineering and other professional fees incurred from the losing party.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. 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

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

B. Notice shall be considered to have been given on the date that the notice is either delivered in person as provided above, or on the date that the notice is deposited in the United States mail, postage prepaid as registered or certified mail as provided above.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

GENERAL

These Supplementary Conditions make additions, deletions or revisions to the General Conditions of the Contract Documents. All provisions which are not so added to, deleted or revised remain in full force and effect. Terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SC-1.01.A.19 Add the following language after Paragraph 1.01.A.19:

"Contractor Project Manager - For purposes of giving or receiving notice, directives, change orders, or any other information from the Engineer or Owner to the Contractor, the Contractor shall designate one person as Project Manager to receive such notice, directives, change orders, or other information. If the person so identified by the Contractor is not present on the job site during normal working hours for any consecutive 48 hour period, the Contractor shall in writing addressed to the Engineer and the Owner identify the individual who is acting as Project Manager."

SC-5.03.A. Add the following to Paragraph 5.03.A (Certificates of Insurance):

"As noted above and in GC paragraph 5.04.B.1, the Owner and Engineer shall be included as additional insured (with the exception of the worker's compensation coverage, and subject to any customary exclusion regarding professional liability, errors & omissions coverage).

In addition to Owner and Engineer, the following parties or entities shall also be included as additional insureds under the contract, as a minimum:

1. All agencies or entities required under the terms of permits which must be obtained for work performed under the contract.

The insurance certificate and/or separate Accord schedule(s) may include language certifying that "any and all entities required by written contract are additional insureds", **OR** all of the required "additional insured" entities may be listed individually on the insurance certificate.

Coverage shall be primary and non-contributory with any other insurance and self-insurance. Policies shall be written on an occurrence basis, and include coverage for respective officers, directors, members, partners, employees, agents, consultants and subconsultants of each additional insured (GC5.04.B.1).

Insurance certificates shall include notations or language noting the coverage limits specified herein. Insurance certificates shall include notations, language or additional schedule(s) specifically noting job site pollution coverage, and specifically noting that there are no XCU exclusions."

SC-5.04.B.4.a. Notice of Insurance Cancellation (Liability Insurance). Replace Paragraph 5.04.B.4 with the following:

"4. Evidence of insurance coverage submitted on current "ACORD" forms (or other insurance certificate containing the same information) shall **EITHER** include a statement that "30 days cancellation notice will be provided"; **OR** the Contractor's insurance agent shall provide a written letter *(to be submitted with the insurance certificates)* stating that copies of insurance certificates will be sent to the Owner and the Owner's Representative a minimum of every 30 days, throughout the term of the required insurance under the contract."

SC-5.04.C. Add the following new paragraph immediately after Paragraph 5.04.B.

"C. The limits of liability for liability insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
   a. State: ..... Statutory
   b. Applicable Federal (e.g., Longshoremen's) ..... Statutory
   c. Employer's Liability ..... $ 500,000
   d. In accordance with ORS 279C.530, Contractor shall promptly, as due, make payment to any entity furnishing care incident to sickness or injury, to employees of Contractor, of all sums which Contractor agrees to pay for such care and all moneys which Contractor deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.
   e. Contractor and Subcontractors that employ workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall <u>show the following limits as a minimum</u>, and <u>shall also include</u>:
   - Completed operations and product liability coverages.
   - No exclusion with respect to property under the care, custody, and control of the Contractor.
   - <u>Job site pollution coverage</u> based on scope under Paragraph 6.22.A of the General Conditions.

   a. Each Occurrence (Bodily Injury and Property Damage).. $1,000,000
   b. Personal and Advertising Injury ..... $ 1,000,000
   c. General Aggregate ..... $ 2,000,000
   d. Products & Completed Operations Aggregate ..... $ 2,000,000
   e. Property Damage liability insurance shall NOT exclude Explosion, Collapse, and Underground (XCU) coverages (<u>no XCU exclusion</u>).
   f. Excess or Umbrella Liability
      General Aggregate ..... $ 2,000,000
      Each Occurrence ..... $ 2,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
   a. Bodily Injury
      Each Person ..... $ 1,000,000
      Each Accident ..... $ 1,000,000
   b. Property Damage
      Each Accident ..... $ 1,000,000
   c. Combined Single Limit of ..... $ 1,000,000

SC-6.01 Add the following new Paragraph D:

"D. Contractor shall designate a qualified and experienced "competent person" at the site whose duties and responsibilities shall include, without limitation, enforcement of State of Oregon and federal OSHA regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs."

SC-6.03.B Replace the first sentence with the following:

"All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents."

SC-6.06.H Add the following two new paragraphs immediately after Paragraph 6.06.G.

"H. The Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s), without prior written approval of the Owner (ie. Contractor must self perform at least 50% of the work).

I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier."

SC-6.14.B Add the following new Paragraph B:

"B. Where required by OSHA, Contractor shall designate a qualified and experienced "competent person" at the site whose duties and responsibilities shall include, without limitation, enforcement of State of Oregon and federal OSHA regulations regarding excavations, the prevention of accidents, and the maintenance and supervision of construction site safety precautions and programs."

SC-6.19.D Replace Paragraph 6.19.D with the following:

"D. Additional Warranty Provisions.

1. Contractor further warrants and guarantees to the Owner and Engineer that all Work is guaranteed for a specified period from the date of final acceptance by the Owner. If no warranty period is specified elsewhere in these Contract Documents, the Work shall be guaranteed for 2 years from the date of final acceptance by the Owner. If, within the warranty period, repairs or changes are required in connection with the Work, the Contractor shall promptly, without expense to the Owner:

    a. Place in satisfactory condition all guaranteed Work;

    b. Correct all damage to the building, site, equipment or contents which is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and,

    c. Correct any work, material, equipment, or contents of building, structure or site disturbed in fulfilling the guarantee.

2. Repairs, replacements or changes made under the warranty requirements shall be warranted for the specified warranty period, or for 2 years, beginning on the date of the acceptance of the repairs, replacements or changes.

3. If the Contractor fails within 10 days to proceed to comply with the terms of this warranty, the Owner may have the defects corrected. The Contractor and the Contractor's surety shall be liable for all expense incurred. In case of an emergency where delay would cause serious loss or damage, repairs may be made without notice to the Contractor and the Contractor or the Contractor's surety shall pay the cost."

SC-7.04 Add the following new paragraph immediately after Paragraph 7.03:

"7.04. Claims Between Contractors

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the Construction Coordinator (if applicable) and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all Claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Related Entities, or the Construction Coordinator (if applicable) to the extent said Claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the Construction Coordinator (if applicable) or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the Construction Coordinator (if applicable) on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and Construction Coordinator (if applicable) for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or Construction Coordinator (if applicable) for activities that are their respective responsibilities."

SC-8.11.A Delete this paragraph A in its entirety.

SC-10.01.A Add the following to the end of Paragraph 10.01.A:

"A change in the Contract Price or the Contract Time shall be accomplished only by a written amendment, a written Change Order, or a written Work change directive. Accordingly, no course of conduct or dealings between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any claim for an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents."

SC-10.01.B Add the following to the end of Paragraph 10.01.B:

"Agreements on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and the Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in applications for payments as if such Work were originally part of the Contract Documents."

SC-14.07.A.2.f Add the following new paragraph immediately after Paragraph 14.07.A.2.e:

"f. In accordance with ORS 279A.120, when an out-of-state Contractor is awarded a Contract, Contractor is required to report to the Department of Revenue the Contract Price, terms of payment, length of Contract, and other information as Department of Revenue may require. Contractor shall provide Owner with verification that Contractor has satisfied this requirement prior to requesting final payment."

SC-14.02.D.2.c Modify Paragraph 14.02.D.2.c to add the language indicated below in italics

"c. Reimbursement rates for Engineer or related entities to be calculated as follows. *Owner compensation to Engineer will be calculated at an average rate of $122 per each extra personnel hour for labor plus expenses and/or consultant costs.*

END OF SUPPLEMENTARY CONDITIONS

SAMPLE INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
SAMPLE	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X Job Site Pollution						PERSONAL & ADV INJURY	$ 1,000,000
	X No XCU Exclusions						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	Y					BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR	Y					EACH OCCURRENCE	$ Per Supplemental Conditions
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ Per Supplemental Conditions
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured
Any and all entities required by written contract or permit are additional insured(s); coverage will be primary and non-contributory.

CERTIFICATE HOLDER

City of Yachats
PO Box 345
Yachats, OR 97498

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PREVAILING WAGE RATES FOR PUBLIC WORKS CONTRACTS IN OREGON

Contractor is responsible for submitting any required notifications and copies of certified payrolls to BOLI, and also directly to the Owner.

Per OAR 839-025-0020(5)b&c, Oregon BOLI wage rates are included by reference.

For complete copies of the referenced wage rate publication(s), see
http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
As allowed under OAR 839-025-0020(5)c, the webpage(s) accessed with the URL above include the title *(and full text)* of each applicable wage rates publication or determination and the date of each publication or determination as well as the date of any applicable amendments.

Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Val Hoyle
Labor Commissioner
Rates Effective January 1, 2021

PART 4:

SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01025
MEASUREMENT & PAYMENT

PART 1: GENERAL

1.1 SCOPE

a. All payments will be made as provided by the Contract Documents, and the Bid Form & Bid Schedule of Prices. References to other documents on the Plans and in the Contract Documents *(ie. such as ODOT/APWA standards)* are not intended to include references to measurement and payment that may exist in those other documents.

b. Specific measurements for work items completed under this Contract are detailed in this section, with supplemental information in separate sections of the Contract Documents as applicable.

c. Quantities listed in the Contract Documents may not govern final payment. Payments to the Contractor will be made only for actual quantities of work items performed in accordance with terms of the Contract Documents, as well as for work completed under fully executed Change Orders.

1.2 SUMMARY

a. When listed in the Bid Form, payment for work and/or materials shown on the drawings or specified in the Contract Documents will be made at units and prices named in the Bid Form, complete and acceptable to the Owner's Representative, whether or not each bid item is fully noted and discussed in this section.

b. ***If no Bid Item exists for a portion of the Work shown or noted on the drawings or defined in the Contract Documents, or for a specific Work item or appurtenances, or required to complete the work, all the costs shall be included in a related Bid Item. Bidder shall make a careful assessment of all work when preparing the Bid, and ensure that all work & materials specified or required to complete the project is included in the bid prices for applicable Bid Items.*** No separate payment will be made for any work or item that is not specifically set forth in the bid solicitation documents, and all costs therefore shall be included in the prices named in the solicitation for the various appurtenant items of work. While some incidental work items may be specifically listed or reiterated in the Bid Schedule of Prices or this section, it is not intended to be a complete or comprehensive listing.

c. Indirect costs, such as supervision and overhead, profit, and the General Conditions specified in the Contract Documents, shall all be allocated to Bid Items as deemed appropriate by the Bidder, unless specific bid items are included for these costs. No separate payment will be made to the Contractor for these items.

d. Payments shall include full compensation for all labor, equipment, and materials necessary to perform the specified work.

e. Partial payments made under the Contract Documents shall be based on the percent of Work completed and approved by the Owner's Representative.

1.3 GENERAL MEASUREMENT GUIDELINES

a. Measurement of quantities will be made on the following basis as applicable, unless otherwise specified in the Contract Documents *(measurement basis defined below applies to bid prices, to stipulated prices and/or to approved Change Order prices as applicable)*. These definitions are provided for reference, and do not imply that payment will be other than on the basis included in the Bid Schedule of Prices under specific bid items enumerated therein.

1) Lump Sum Basis - Lump sum, when used, means the work described shall be completed and accepted without measurement unless changes are ordered in writing by the Engineer. If estimated quantities of the work to be performed are included in a schedule of values, they provide only a basis for adjusting payment amounts for Change Order work. Estimated quantities are approximate only, and are made from a reasonable interpretation of the Contract Documents. Computations based on the details and dimensions shown on the drawings or in the Contract Documents are not guaranteed to equal estimated quantities.

   If the Owner issues no Change Order, the Agency will make no pay adjustment for quantities based on the Contractor's computations that overrun or underrun the estimated quantities.

   If the Owner issues Change Orders for changes in the Work, the Owner's Representative will measure such changes according to the standards set by the Contract Documents to determine adjustment of payment.

2) Unit Basis (Each) - Unit will be each *(unless otherwise listed in the Bid Schedule of Prices, or unless otherwise specified in the Contract Documents)*, and will be determined by actual count of units completed, in place and accepted by the Owner's Representative.

3) Length Basis - Length will be measured in the units indicated in the Bid Schedule of Prices, unless otherwise specified in the Contract Documents, and will be determined by measuring the length to the nearest 0.1 unit, as applicable. Measurements will be limited to the dimensions shown on the drawings and/or specified in the Contract Documents, or as directed by the Owner's Representative. Unless otherwise specified or noted on the drawings, length for pipelines and associated trenches to be measured horizontally along centerline of pipe without deducting for fittings, valves, manholes or structures. For gravity pipelines, length to be measured to the centerline of manholes, catch basins, etc.

4) Area Basis - Area will be measured in the units indicated in the Bid Schedule of Prices, unless otherwise specified in the Contract Documents, and will be determined by measuring the area to the nearest 0.1 unit, as applicable, unless otherwise specified in the Contract Documents.

5) Weight Basis - Weight will be measured in the units indicated in the Bid Schedule of Prices, unless otherwise specified in the Contract Documents, and will be determined as follows:

a) Pound - Pound weight will be determined by the net weight identified on the manufacturer's packaged labels, subject to periodic check weighing. Weight by pound will be measured to the nearest 1.0 pound unless otherwise specified in the Contract Documents.

Provide a certificate with each shipment together with a certified copy of the weight of each delivery. If the check weight is less than the manufacturer weight by more than 0.4%, the discrepancy will be resolved by the Owner's Representative.

b) Ton - Ton weight will be determined on Contractor or supplier provided scales unless otherwise required or allowed by the Contract Documents. Weight by ton will be measured at least to the nearest 0.01 ton unless otherwise specified in the Contract Documents.
No payment will be made:

- For quantities in excess of the supplier weight.
- When Materials have been lost, wasted, or otherwise not incorporated into the Work.
- For additional hauling costs resulting from the check weighing.

6) Stipulated Prices – When Stipulated Prices are included in the Bid Schedule of Prices or stipulated herein, submittal of a bid will be considered as an affirmative acknowledgement *(and acceptance)* of said stipulated prices by the Bidder/Contractor, for all work under the work scope included in the stipulated prices, with such work to be paid for only upon completion and acceptance by the Owner's Representative. Work under said stipulated prices *(as directed by the Owner's Representative)* shall be completed by the Contractor, whether or not areas for said stipulated price work is shown on the drawings or indicated in the Contract Documents.

If a bidder considers the stipulated prices to be inadequate, any request for adjustment shall be submitted in writing far enough in advance of bid closing *(a minimum of 5 business days unless otherwise specified)* in order to allow time for evaluation of the matter and issuance of an addendum *(if the Owner or Engineer decide to grant such an adjustment)*. Requests for adjustments do not obligate the Owner or Engineer to adjust stipulated prices.

1.4 PAYMENT GUIDELINES

a. ***If no Bid Item exists for a portion of the Work shown or noted on the drawings or defined in the Contract Documents, or for a specific Work item or appurtenances, or required to complete the work, all such costs shall be included in a related Bid Item. Bidder shall make a careful assessment of all work required when preparing the Bid, and ensure that all work & materials specified or required to complete the project is included in the bid prices for applicable Bid Items.*** No separate or additional payment will be made for any work or item that is not specifically set forth in the bid solicitation documents, and all costs therefore shall be included in the prices included in the solicitation for the various appurtenant items of work. While some incidental work items may be specifically listed or reiterated in the Bid Schedule of Prices or this section, it is not intended to be a complete or comprehensive listing.

b. Indirect costs, such as supervision and overhead, profit, and the General Conditions specified in the Contract Documents, as well as work required for the preparation of construction submittals, shall all be allocated to Bid Items as deemed appropriate by the Bidder, unless specific bid items are included for these costs. No additional separate payment will be made to the Contractor for these items.

c. **Submittal Compensation**. For projects which involve considerable time prior to start of construction, during which significant work must be completed in the preparation of construction submittals and performance of General Conditions work efforts in preparation for the start of construction, the Contractor shall provide a schedule of values, for review by the Owner, breaking out the anticipated percentage of the cost under each associated bid item which will be requested for construction submittals and performance of General Conditions work efforts. The amount of such payment and percentage under each associated bid item shall be subject to approval by the Owner and the Owner's Representative, at their sole discretion.

Unless otherwise approved by the Owner's Representative *(based on documentation provided by the Contractor)*, no more than 2% of each bid item covering materials and equipment may be requested for submittal preparation costs.

d. Payment will be made in accordance with the Bid Schedule of Prices and any general or specific measurement or payment provisions which may be summarized below.

e. Payment for all labor, equipment, materials and/or incidentals/appurtenances shown, specified or required to complete all work under each bid item will be made at units and prices included in the Bid Schedule of Prices, complete and acceptable to the Owner's Representative.

f. **Full Compensation**. Payment indicated shall be considered as full compensation for all labor, equipment, materials and incidentals needed to accomplish the work as shown, described or specified on the drawings or in the Contract Documents.

g. **Payment to be Based on Work Completed as of Pay Request Submittal Date**. Payment will be made for work verified by the Owner's Representative to be complete as of the date that the pay request was submitted by the Contractor, including testing or other requirements as summarized herein. Payment will not be made on the basis of work projected to be completed after the date that the pay request was submitted by the Contractor.

h. **Unauthorized Work**. No payment will be made for unauthorized work or work outside of the project or work limits shown on the drawings or defined in the contract documents.

i. **Incidental Works Items**. All costs associated with any work, labor, equipment and/or materials for which there is not a specific Bid Item *(or Stipulated Price item, or approved Change Order price)* will be considered incidental work for which no separate payment will be made.

The following list is not complete, but is included to address questions which often arise regarding certain specific work categories.

1) Notice to Property Owners. Work required in order to provide notice to property owners, businesses and/or other affected parties as required by the Contract Documents will be considered incidental work for which no separate payment will be made. Any failure by the Contractor to provide timely notice which results in delays to the ability to make connections or perform the work for which such notice is required, shall not entitle the Contractor to additional compensation or to an increase in contract time.

2) American Iron & Steel Requirements. Work required to document and track items under the AIS requirements included or referenced in the Contract Documents will be considered incidental work for which no separate payment will be made.

3) Survey Work during Construction, By Contractor.
   a) Unless a bid item is specifically included in the Bid Schedule of Prices, all construction surveys *(by a surveyor retained by the contractor)* & layout work required for completion of the project will be considered incidental work for which no separate payment will be made.
   b) Where separate bid items are included for specific work, payment for construction survey work will be based on the same percentage completion of all other work to which the survey work applies.

4) Survey Monument Replacement.
   a) Unless a bid item is specifically included in the Bid Schedule of Prices, replacement *(by a surveyor retained by the contractor)* of survey monuments disturbed by construction activities *(as required per ORS 209.150)* will be considered incidental work for which no separate payment will be made.
      (1) This includes all research & field work required to locate & mark existing survey monuments of record prior to commencement on the work, and field work required after completion of construction to verify that existing survey monuments were not disturbed by construction activities.
      (2) This also includes all work and costs associated with preparing and filing any survey maps and/or paperwork required by the County Surveyor *(pertaining to replacement or restoration of survey monuments disturbed, if any)*.

5) Permits, Bonds & Insurance for other Agencies with Jurisdiction. Unless a bid item is specifically included in the Bid Schedule of Prices, payment for all other insurance, fees or bonds *(including maintenance bonds)* related with work within City, County, railroad or ODOT right-of-ways *(or other agencies with jurisdiction)* will be considered incidental work for which no separate payment shall be made.

6) Temporary Traffic Control.
   a) Unless a bid item is specifically included in the Bid Schedule of Prices, payment for temporary traffic control will be considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, payment for temporary traffic control will be based on the same percentage completion of all other work to which the traffic control bid item applies.

7) Erosion & Pollution Control.

a) Unless a bid item is specifically included in the Bid Schedule of Prices, payment for erosion control will be considered incidental work for which no separate payment will be made.

b) If a bid item is included for specific work, payment for erosion control will be based on the same percentage completion of other work to which the erosion control bid item applies.

8) Sawcutting & Grinding, AC Pavement or Concrete.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, pavement and/or concrete cuts, as well as specified inlay grind or edge grinding, will be considered incidental to excavation, paving and/or surface restoration to which it is adjacent, for which no separate payment will be made *(including work required to meet T-cut and/or grinding requirements per drawing details or agency with jurisdiction requirements)*.

b) In no case will payment be made for duplicate cuts where over-excavation, excavation methodology, inadequate backfill compaction, inadequate width of initial trench sawcuts, or less than prompt repaving results in the need for new cuts before trench surface restoration.

c) Where AC pavement cuts are damaged during excavation, pipe installation or backfilling work, sawcuts after backfilling shall be made to provide a clean surface against which to pave, at no additional cost to the Owner.

9) Removal or Disconnection of Existing Structures or Pipelines.

a) Unless a bid item is included in the Bid Schedule of Prices for specific work, removal of existing structures or disconnection/removal of existing pipelines or appurtenances specified, required to complete the work or shown on the drawings will be considered incidental work for which no separate payment will be made.

b) If specific work is included in the Bid Schedule of Prices, payment shall include excavation, backfill, compaction and surface restoration, as well as any fittings, thrust restraint and appurtenances required for disconnection and/or capping of pipelines.

10) Disposal of Excavated Material & Debris. Unless a bid item is included in the Bid Schedule of Prices for specific work, all work associated with disposal of excavated material and/or debris in accordance with the Contract Documents will be considered incidental work for which no separate payment will be made.

11) Adjustment of Boxes, Rims and/or Structures. Unless a bid item is included in the Bid Schedule of Prices for specific work, adjustment of manhole or cleanout rims, storm water junction boxes, water valves, other utility valve or access boxes, or monument boxes will be considered incidental work for which no separate payment will be made.

12) Construction Water. No separate payment will be made for water necessary to achieve proper moisture content for compaction, for filling or testing pipelines or structures, or as required for completion of the work.

13) Granular Baserock & Backfill Compaction Testing.
   a) Unless a bid item is included in the Bid Schedule of Prices for specific work, compaction testing for granular baserock and/or trench backfill will be considered incidental work for which no separate payment will be made.
   b) No final payment will be made for granular baserock and/or trench backfill for which acceptable written compaction testing results have not been submitted to the Owner's Representative where required.

14) AC Pavement Compaction Testing.
   a) Unless a bid item is included in the Bid Schedule of Prices for specific work, compaction testing for AC pavement *(including trench paving)* will be considered incidental work for which no separate payment will be made.
   b) No final payment will be made for AC pavement for which acceptable written compaction testing results have not been submitted to the Owner's Representative *(including trench paving)* where required.

15) Concrete Testing.
   a) Unless a bid item is included in the Bid Schedule of Prices for specific work, concrete and/or grout testing specified *(ie. compression, slump, air entrainment, etc.)* will be considered incidental work for which no separate payment will be made.
   b) No final payment will be made for concrete or grout for which acceptable written testing results have not been submitted to the Owner's Representative where required.

16) Air Testing, Hydrostatic Leakage Testing, or Vacuum Testing.
   a) Unless a bid item is included in the Bid Schedule of Prices, air testing, hydrostatic leakage testing or vacuum testing specified or required on the drawings will be considered incidental work for which no separate payment will be made.

j. **Payment for Materials on Hand**.
   1) If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably/securely stored at the project site or at another location agreed to in writing by the Owner's Representative, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens *(ie. demonstrating that it has been paid for)*, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to the Owner's Representative.

2) MOH Payment Limit. Payment for Materials on Hand shall not exceed a maximum of 75% of the bid price for the work under which the materials or equipment will be incorporated into the project, as determined by the bid item covering that work or an item under a schedule of values submitted in accordance with the Contract Documents and approved in writing by the Owner's Representative.

3) The sum of the payment for Materials on Hand plus any partial payment for the work under which the materials or equipment will be incorporated into the project shall not exceed bid price or approved schedule of values price, minus the cost of incorporating the Materials on Hand into the project, as determined by the Owner's Representative.

k. **Percentages to be Rounded to Nearest Whole Number**. When payment is requested based on a certain percentage completion of work, the requested percentage shall be rounded to the nearest whole number.

l. **Mobilization, Bonds, Permits & Insurance, All Schedules**.

1) When listed in the Bid Schedule of Prices, payment for work associated with mobilization, bonds, permits and insurance will be made in accordance with the following schedule, based on the project or bid schedule to which the bid item applies:

% of Contract Earned*1	% Mob, Bonds, Permits, Insurance Paid
10	50
15	75
20	95
100*2	100

**1. Percentage exclusive of payment for "Materials on Hand" and/or payment for "Mobilization, Bonds, Permits & Insurance". These limits shall apply to each schedule separately.*

**2. After submittal of closeout documentation required under Section 01750, AND verification of survey monument restoration, as applicable.*

2) Payment shall include all applicable costs for acquiring any and all applicable building, electrical, mechanical, and/or plumbing permits required by approving agencies, as well as all costs associated with Contractor coordinating all inspections required for such permits.

3) No bid will be accepted when "Mobilization, Bonds, Permits and Insurance" is listed as a separate bid item in the Bid Schedule of Prices, and this bid item is more than 20 percent (20%) of the total original bid price for the project or schedule to which the bid item applies.

m. **Schedule of Values Required**.

1) After bid opening, the successful bidder shall prepare a Schedule of Values as specified in Section 01026, which shall be submitted to the Owner's Representative within the timeframe specified in that section.

2) Failure to submit an acceptable *(to the Owner's Representative)* Schedule of Values within the specified timeframe may result in a delay in the issuance of a Notice to Proceed, or issuance of a Stop Work Order in the event that the Notice to Proceed has already been issued. Any project delay due to failure by the Contractor to submit the required Schedule of Values will not be grounds for an extension of contract time or an increase in contract price.

n. **Other Specific Lump Sum & Unit Price Bid Items.** Payment for all work, equipment and/or materials required to complete the project will be made at unit or lump sum prices included in the Bid Schedule of Prices *(for each bid schedule as applicable)*, for work complete and acceptable to the Owner's Representative. The following is a summary of certain specific measurement and/or payment requirements relating to certain bid items or work categories.

The summary and descriptions herein are NOT intended to be a complete listing of all bid items or exclusions *(see Bid Schedule of Prices for complete list of bid items, which cover all work, materials and/or equipment related to the project)*. It is also not intended to provide a detailed and comprehensive description of all bid items included in the Bid Schedule of Prices. Measurement, scope and payment for all bid items shall conform with all applicable general & specific criteria in this section.

1) Excavation, Backfill, Grading & Fills.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, all excavation, fills, backfill, grading, subgrade preparation and associated work required will be considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, excavation, fills, backfill, grading, subgrade preparation and associated work & material required will be paid for at the units and prices included in the Bid Schedule of Prices for each category, location & type of work listed, including all shoring and dewatering required to complete the work.

c) Where excavations are required for construction of below grade structures, partial payment of more than 50% will not be made for excavation, shoring, dewatering, etc., until the excavation is completed to design depth, the baserock is installed and the excavation stabilized and ready for installation of the structure or foundation to be constructed.

2) Granular Baserock.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, all granular baserock required for fill, backfill and improvements required for completion of the work or construction of the project will be considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, granular baserock will be paid for at the units and prices included in the Bid Schedule of Prices for each category and/or location covered, for baserock placed and compacted as specified and shown on the drawings.

c) Payment will be based on weight tickets received and signed for by the Owner's Representative for acceptable material placed to specification.

d) No payment will be made for quantities exceeding 15% more than the calculated quantities based on the work limits specified and the design lift thickness without express written approval by the Owner's Representative.

3) Trench Excavation & Backfill.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, all trench excavation & backfill work required will be considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, trench excavation & backfill work will be paid for at the units and prices included in the Bid Schedule of Prices for each location, type & class of trench listed.

c) When payment for excavation, backfill and compaction are combined into a common bid item with piping *(or into a common lump sum bid item with piping)*, no more than 80% payment will be made for such combined bid item(s) until after the trenches are compacted and pipe has passed the applicable testing & inspections, and all test & report forms have been submitted.

d) When trench excavation and backfill is a separate bid item for specific work, no more than 80% payment will be made for the bid item until after trenches have been compacted to specification requirements *(and passed compaction testing where required)*, including submission of the required compaction testing report forms.

4) Trench Surface Restoration.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, trench surface restoration required will be considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, all trench surface restoration work will be paid for at the units and prices included in the Bid Schedule of Prices for each location, type & class of trench surface restoration listed.

c) When payment for surface restoration are combined into a common bid item with piping, no more than 80% payment will be made for such combined bid item(s) until after the trenches are compacted and pipe has passed the applicable testing & inspections, and all required test & report forms submitted *(including TV inspection DVDs where applicable)*.

d) When trench surface restoration is included as separate bid item(s), length to be measured horizontally along centerline of the trench to the nearest foot without deducting for structures, valves, etc, for each class of surface restoration listed.

(1) The contractor is solely responsible for any additional surface restoration width due to construction methodology or type of shoring or trench shield used.

(2) In no case will payment be made for additional trench restoration width where excavation methodology results in the trench widths wider than the minimum, or where damage to existing pavement edges during construction results in wider trench paving widths.

(3) Edge Grinds Not included in Square Footage Measurements. Where AC trench restoration is paid for by the square foot, the square footage measurement shall be measured for the area of full thickness trench repaving. Additional AC required over the edge grind areas *(where specified)* shall be incidental to the area of full thickness trench repaving measured as noted above.

e) No separate measurement or payment will be made for paving fabric where required, or for tack coat.

f) Restoration of concrete curbing shall be considered incidental to the restoration of the street, sidewalk, driveway approach or alley approach to which it is adjacent.

g) Steel plates and/or temporary surface restoration where required by the Contract Documents or agencies with jurisdiction will be considered incidental work for which no separate payment will be made.

h) No payment will be made for unauthorized increase in the thickness of the trench patch installed.

5) Curbs, Sidewalks, Pedestrian Ramps & Driveway Approaches.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, installation or restoration of curbs, sidewalks, pedestrian ramps, or driveway approaches, etc. associated with trench restoration will be considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, all work & material required for installation of curbs, sidewalks, driveway approaches & similar work will be paid for at the units and prices included in the Bid Schedule of Prices for each category, location & type of work listed.

(1) Unless otherwise specified or shown on the drawings, the pay limits for driveway approaches & pedestrian ramps will be to the limits of the concrete which is thicker than standard sidewalk thickness, as indicated on the drawings or details.

c) No separate or additional payment will be made for curb weep holes, weep hole drain pipes or drop curbs, end tapers, curb/gutter stamps, etc.

d) Baserock, expansion joint filler, jointing or patterns is considered incidental to sidewalk, pedestrian ramp and driveway approach costs.

e) Truncated domes as specified are considered incidental to pedestrian ramp costs.

6) Site & Street Baserock & Paving.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, work associated with furnishing & placement of granular baserock & AC pavement considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, furnishing & placement of granular baserock & AC pavement and associated work & material required will be paid for at the units and prices included in the Bid Schedule of Prices for each category, location & type of pavement listed. Payment shall cover all work associated with furnishing and placement of all AC Pavement shown on the plans, specified or as required for construction and to match existing or proposed grades or structures.

c) If payment for specific work areas is based on weight, granular baserock & AC pavement shall be measured by the number of tons of material placed and compacted in the accepted work.

(1) Weight tickets shall be delivered to the inspector on site for each load delivered and accepted.

(2) Payment will be based solely on weight tickets received by the Owner's Representative for acceptable material placed to specification.

(3) Trucks to be weighed according to OSSC (ODOT/APWA) Section 00744.80, Measurement. Scales shall be certified as per ODOT OSSC (ODOT/APWA) 00190.20.

d) No separate measurement or payment will be made for tack coat.

e) As noted above, adjustment of rims & structures required due to paving will be considered incidental work for which no separate payment will be made.

f) No payment will be made for quantities exceeding 15% more than the calculated quantities based on the work limits specified and the design lift thickness without express written approval by the Owner's Representative.

7) Concrete Manholes.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, all manhole costs will be considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, payment for work and/or materials for installation of manholes will be made at units and prices included in the Bid Schedule of Prices for each location, type, style and depth of manhole listed.

(1) Where applicable, the height of the manhole assembly shall be measured to the nearest foot from the lowest pipe invert to the top of the manhole frame & cover.

c) Manhole Appurtenances. Unless otherwise listed in the Bid Schedule of Prices, manhole fittings, appurtenances and structures to be placed at, adjacent to or inside manholes; as well as sawcutting, excavation, backfill, compaction and surface restoration outside of the specified trench pay limits; pipe stubs and fittings required to connect to existing or new piping; as well as verification of manhole rim elevations as specified and any required rim elevation adjustments required to match finish grades, will be considered incidental work for which no separate payment will be made.

d) Manhole Testing. Manhole testing will be considered incidental work for which no separate payment will be made.

e) When payment for excavation, backfill and compaction of manhole pits are combined into a common bid item with manholes *(or into a common lump sum bid item with manholes)*, no more than 90% payment will be made for such combined bid item(s) until after the manhole excavations are compacted and manhole has passed the applicable testing & inspections *(including vacuum testing after final surface restoration)*, and all test & report forms have been submitted.

8) Storm Drainage, Catch Basins & Inlets.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, all costs associated with storm drainage, catch basins & inlets will be considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, payment for work and/or materials for installation of catch basins and/or inlets will be made at units and prices included in the Bid Schedule of Prices for each location, type and style of structure listed.

9) Storm Drainage Improvements.

a) Unless bid items are included in the Bid Schedule of Prices for specific work, all storm drainage improvements will be considered incidental work for which no separate payment will be made.

b) Where separate bid items are included for specific work, payment for work and/or materials for installation of sewer storm drainage improvements will be made at units and prices included in the Bid Schedule of Prices for each location, type & style of storm drain improvement listed, based on the following as applicable.

(1) Storm drainage mainline pipe, for each location, size and type of pipe included in the Bid Schedule of Prices. Unless otherwise listed in the Bid Schedule of Prices, cost of pipe, fittings and appurtenances shall be included in the unit price for pipe, as well as excavation, backfill and compaction and surface restoration.

(2) Storm Drain mainline/manhole connections, for each location, size and type of connection included in the Bid Schedule of Prices, including all required excavation, backfill, compaction and surface restoration outside of applicable mainline trench pay limits.

(3) Service laterals, for each location, size and type of pipe included in the Bid Schedule of Prices. Payment for each service lateral connection to include fittings, pipe, cleanouts and all appurtenances, as well as excavation, backfill, compaction and surface restoration outside of applicable mainline trench pay limits.

(4) Except as otherwise provided herein, no payment will be made for pipe in trenches that have not been compacted *(and compaction testing completed, where required)*, or that has not passed leakage and mandrel tests *(and TV inspection where required)*, including submission of the required test or inspection report forms and TV tape/DVDs.

c) When payment for excavation, backfill, compaction, surface restoration, etc. are combined into a common unit price bid item with piping (*or into a common lump sum bid item with piping*), see provisions above *(under Trench Excavation & Backfill and/or Trench Surface Restoration)* for maximum payment percentage prior to completion of specified compaction & other applicable testing & inspections, and all test & report forms have been submitted.

10) Electrical, Controls, Instrumentation, etc.

a) Payment for all materials, equipment, work & improvements associated with bid items under this category will be made at the units and prices included in Bid Schedule of Prices and as specified in Division 13 & 16, complete and acceptable to the Owner's Representative and agency with jurisdiction.

b) No more than 90% payment will be made for these pay items until after the equipment has been energized, and started up *(commissioned by the manufacturer's representative as applicable)* and passed applicable testing & inspections.

c) Temporary Traffic Control.

(1) Unless a bid item is specifically included in the Bid Schedule of Prices, payment for temporary traffic control will be considered incidental work for which no separate payment will be made.

(2) Where separate bid items are included for specific work, payment for temporary traffic control will be based on the same percentage completion of all other work to which the traffic control bid item applies.

o. **STIPULATED PRICES.** *See stipulated prices summarized herein or on Bid Schedule of Prices for potential additional work outside of the lump sum payment. The following list does not include those stipulated prices which are more fully described on the Bid Schedule of Prices.*

1) Over-excavation, Stipulated Prices.

a) Over-excavation, when authorized in writing by the Owner's Representative to rectify soft and uncompactable native subgrade, will be paid at a stipulated price for each cubic yard of material removed and disposed of off site, and geotextile fabric and backfill material placed as specified. These prices shall apply whether the over-excavation consists of small isolated areas, large areas or the entire street, parking lot, building pad or other areas. No payment shall be made for over-excavation and replacement of engineered fills constructed as part of the project.

b) **Stipulated Price (Over-excavation)**. Unless another price is listed on the Bid Schedule of Prices, the stipulated price will be $50/cubic yard. Unless a quantity is listed on the Bid Schedule of Prices, Bidders are to assume a quantity of zero (0) for bidding purposes, and payment will be made for any authorized foundation excavation required.

c) No payment will be made for unauthorized over-excavation. Unauthorized over-excavation shall include all over-excavation work commenced prior to written approval of the extent and cost by the Owner's Representative.

d) Unless otherwise approved in writing by the Owner's Representative, the stipulated or unit prices for over-excavation shall not be subject to modification under GC 11.03.D if quantities change by more than 25%.

PART 2: PRODUCTS

None.

PART 3: EXECUTION

None.

PART 4: SPECIAL PROVISIONS

None.

SECTION 01026
SCHEDULE OF VALUES

(*To be submitted after bid opening and contract award*)

PART 1: GENERAL

1.1 SCOPE

a. Work under this section includes preparation and submittal of schedule of values documentation as specified below.

1.2 SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents.

1.3 DESCRIPTION

a. Submit to the Owner's Representative a schedule of values allocated to the various portions of the work within 10 days after the effective date of the Agreement.

b. Upon request from the Owner's Representative, support the values with data which will substantiate their correctness.

c. The schedule of values, unless objected to by the Owner's Representative, shall be used only as the basis for the Contractor's Application for Payment for lump sum bid items or change order pricing as applicable.

1.4 FORM AND CONTENT OF SCHEDULE OF VALUES

a. Form and identification:

1) Type schedule on 8-1/2" x 11" white paper.

2) Contractor's standard forms and automated printout may be used. *Included as Part 4 is a sample schedule of values that illustrates the minimum level of detail to be utilized for the Schedule of Values. The Contractor at his discretion may utilize a Schedule of Values with a greater level of detail.*

3) Identify schedule with:
   a) Title of project and location
   b) Owner's Representative
   c) Project number
   d) Name and address of Contractor
   e) Contract designation
   f) Date of submission

b. Detail:

1) Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.

c. Format:

1) For those portions or schedules of the project for which a sample form is included in Part 4 of this section, the submitted schedule of values shall conform with the format shown on the sample form. At the contractor's option, a supplemental schedule of values may be submitted to provide additional breakdown beyond the form specified above.

2) For those portions or schedules of the project for which a sample form is NOT included in Part 4 of this section, the schedule of values shall conform with the following.

a) Follow the table of contents of this project manual as the format for listing component items.

b) Identify each line item with the number and title of the respective major section of the Specifications.

c) Sub-values: For each major line item, list sub-values of major products or operations under the item.

d) Subject to the requirements above, Contractor's standard forms and automated printout may be used.

d. For the various portions of the work, each item shall include a directly proportional amount of the Contractor's overhead and profit.

e. The sum of all values listed in the schedule shall equal the total contract sum.

f. Materials on Hand. For items on which progress payments will be requested for stored materials, break down the value into:
1) The cost of the materials, paid for, delivered and unloaded, with taxes paid.
2) The total installed value.

g. The schedule of values is subject to review and approval by the Engineer and Owner's Representative.

PART 2: PRODUCTS

None.

PART 3: EXECUTION

None.

PART 4: SPECIAL PROVISIONS

4.1 SAMPLE SCHEDULE OF VALUES (*attached*)

a. The attached sample represents the minimum level of detail required for the submitted schedule of values

Location: Yachats, Oregon
Project: La De Da Lane Street Improvements
Job Number: 3096.2030.0

Schedule of Values

Date: March 2021

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
	General Construction				
1.	a. Mobilization, Bonds, Permits and Insurance, etc.	ALL	L.S.	Lump Sum	$_____
2.	b. Temporary Traffic Control, Complete	ALL	L.S.	Lump Sum	$_____
3.	c. Erosion Control, Complete	ALL	L.S.	Lump Sum	$_____
4.	d. Construction Staking, Complete	ALL	L.S.	Lump Sum	$_____
5.	e. Site Demolition, Complete	ALL	L.S.	Lump Sum	$_____
6.	f. Acceptance Testing, Complete	ALL	L.S.	Lump Sum	$_____
				General Construction Total	**$_____**
	Street Improvements				
7.	Clearing, Grubbing & Demolition, Complete	ALL	L.S.	Lump Sum	$_____
8.	Sawcutting, Complete	ALL	L.S.	Lump Sum	$_____
9.	Earthwork, Complete	ALL	L.S.	Lump Sum	$_____
10.	PCC Concrete Curbs, Sidewalks & Ramps, Complete				
	a. Type A Curb	ALL	L.S.	Lump Sum	$_____
	b. 4" Thick PCC Sidewalk	ALL	L.S.	Lump Sum	$_____
	c. 6" Thick PCC ADA Ramps & Wings	ALL	L.S.	Lump Sum	$_____
11.	Asphalt Paving, Complete				
	a. 1"-0" Crushed Rock Base	ALL	L.S.	Lump Sum	$_____
	b. CL 'C' AC Pavement	ALL	L.S.	Lump Sum	$_____
12.	Pervious Concrete Paving, Complete (if awarded)				
	a. Pervious Concrete Rock Base	ALL	L.S.	Lump Sum	$_____
	b. Pervious Concrete Pavement	ALL	L.S.	Lump Sum	$_____
				Street Improvements Total	**$_____**
				Bid Grand Total	**$_____**

SECTION 01040
MOBILIZATION, BONDS, PERMITS AND INSURANCE

PART 1: GENERAL

1.1 SCOPE

a. This section includes but is not limited to work necessary to move in personnel and equipment, set up all offices and facilities and prepare for construction and provide necessary permits, licenses, construction bonds and required insurance, and to locate, reference, protect and/or replace existing property, survey monuments and markers, and demobilization once the project is complete.

PART 2: PRODUCTS

None.

PART 3: EXECUTION

3.1 GENERAL

a. Set up construction facilities in a neat and orderly manner within designated or approved work area. Supply all labor and equipment necessary to accomplish the work as specified. Conform to applicable requirements of these Contract Documents, including but not limited to:
   1) Required notifications
   2) Protection of construction survey stakes, hubs and other markers
   3) Protection of survey monuments of record, including but not limited to property and street monuments
   4) Temporary traffic control
   5) Temporary utility connections
   6) Protection of property
   7) Dust control

b. Move personnel, equipment, supplies and incidentals to the project site. Establish offices, buildings and other facilities necessary for work required.

c. Contractor to conform to all permit requirements, including providing forty-eight (48) hours notice to approving agencies, and all utilities prior to the start of construction.

d. The Contractor shall serve all necessary notices incidental to the due and lawful prosecution of the work.

e. When the agencies with an interest in the project require the posting of signs for public notification, the Contractor shall construct and post such signs in conformance with the requirements of the respective agencies. The Contractor shall be responsible for supplying the materials necessary to post the signs and notifications, including posts, plywood backing and sign painting and/or placards. Unless otherwise required by respective agencies, project sign must be mounted within 15 days of Notice to Proceed.

3.2 PERMITS, BONDS & INSURANCE

a. Contractor shall provide all payment and/or performance bonds and insurance certificates required by public and/or private agencies having jurisdiction prior to issuance of the Notice to Proceed. Where required by public and/ or private agencies having jurisdiction, the Contractor shall submit a suitable maintenance bond prior to final payment.

b. The Contractor shall procure all building, electrical, mechanical, and plumbing permits (as appropriate) required by all approving agencies and pay all associated fees. The Contractor shall coordinate all inspections required for such permits. The Contractor shall coordinate for any and all special inspections required for such permits, with the cost for said special inspections to be paid by the Contractor.

PART 4: SPECIAL PROVISIONS

None.

SECTION 01043
COORDINATION AND CONTROL OF THE WORK

PART 1: GENERAL

1.1 SCOPE

a. This section includes coordination and control of the work.

PART 2: PRODUCTS

None.

PART 3: EXECUTION

3.1 GENERAL

a. Unless otherwise specified or noted on the drawings, all grading, rocking, paving, utility and related work shall conform to Oregon Standard Specifications for Construction - OSSC (ODOT/APWA), 2018 edition, or local jurisdiction standards, whichever is more stringent.

b. Specification Language. Portions of the Specifications may be written in imperative and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The works "shall be" or "shall conform with" shall be included by inference where a colon (:) is used within sentences or phrases. Example – Aggregate: ASTM C33.

c. The Contract Documents are complementary and what is called out by any portion of the Contract Documents (drawings, specifications, or contract forms) shall be as binding as if called for by all.

3.2 NOTICE TO PROPERTY OWNERS, CONTRACTOR RESPONSIBILITY

a. When work performed by Contractor will impact or interrupt water/sewer/storm drainage utility service or interrupt vehicular or pedestrian access to any public or private property, Contractor shall notify all the affected parties one week prior to and again 24-48 hours prior to the anticipated impact or interruption in service (Contractor is responsible to coordinate with the City staff a minimum of 1 week prior in order to verify area of impact or interruption).

b. Contractor shall provide written notice (door hangers or equivalent) a minimum of 24 hours (and a maximum of 48 hours) before beginning operations of which will interfere with or interrupt water/sewer/storm drainage utility service (or interrupt vehicular or pedestrian access) to all residences, structures or businesses impacted by the work.

c. The written notice shall specify the day, date, approximate time (ie. morning or afternoon) when the work will commence, and anticipated duration of the work, and shall include the name and cell number for the designated contact person with the Contractor.

d. In addition to the written notice, a representative of the Contractor shall knock on the front door of all affected residences or businesses on the morning that the work will commence, and attempt to notify the residents or businesses that this work will commence that day. The Contractor shall document in writing the date and approximate time that this attempt was made for the residences or businesses for each segment of the work.

e. Written notice shall also be provided to the City Public Works based on the same schedule, and shall include a photocopy of door hangers used.

f. If work is interrupted or stopped for 7 calendar days or more, new notice shall be provided to all affected parties again prior to resuming work.

g. If failure by the Contractor to provide timely notice as specified above results in delays to the ability to make the connections or perform the work for which such notice is required, such delays shall not entitle the Contractor to additional compensation or to an increase in contract time.

3.3 WARRANTY INSPECTIONS.

a. In addition to the initial training specified for new equipment & systems, the Contractor shall provide one (1) field inspection *(and coordinate inspection by representatives of major equipment manufacturers)* near the end of the first year of service to inspect the equipment, make any necessary adjustments and coordinate for followup instruction of operating personnel to assure proper performance of the system.

b. Where a 2 year warranty is provided, the Contractor shall provide another field inspection near the end of the second year of service to inspect the equipment, make or coordinate any necessary adjustments and instruct operating personnel to assure proper performance of the system.

c. These services shall be scheduled with the Owner, and shall be furnished without cost to the Owner.

3.4 EXISTING SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION

a. The Contractor shall be responsible for locating and marking all existing survey monuments of record (including but not limited to property and street monuments) prior to construction.

b. If any survey monuments are removed, disturbed or destroyed during construction of the project, the Contractor shall retain and pay for the services of a Registered Professional Surveyor licensed in the State of Oregon to reference and replace all such monuments in accordance with ORS 209.150.

c. Each monument shall be replaced within a maximum of 90 days of its being removed, disturbed or destroyed. The surveyor shall notify the County Surveyor in writing of all such monuments replaced, and provide all documentation required by the County Surveyor. All monument replacement work shall be completed prior to final payment by the Owner.

3.5 FIELD RECORD DRAWINGS AND AS-BUILTS

a. The Contractor shall maintain a neatly marked set of full size record drawings showing the locations and depths of all new and existing waterlines, storm and sanitary sewer laterals, buried conduits and other utilities encountered or installed during construction. Drawings shall be kept current with the work as it progresses and shall be subject to inspection by the Owner's Representative at any time. Failure to keep field record drawings current may result in the issuance of a stop work order or delay in the processing of pay requests until the record drawings are made current.

b. Prior to final payment, the Contractor shall submit a clean set of full size record drawings to the Owner's Representative. All information shown on the Contractor's field record drawings shall be subject to verification by the Owner's Representative.

c. The record drawings shall accurately show all as-built conditions, locations and alignments, and shall include all information required by individual sections herein, as well as the following. If significant errors or deviations are noted by the Owner's Representative, an as-built survey prepared and stamped by a registered professional Land Surveyor shall be completed at the Contractor's expense.

   1) Storm Sewer - Manhole and catch basin stationing and invert elevations.

   2) Existing Utilities - Station locations and depth at location where new utilities cross-existing utilities.

   3) Electrical & Controls – Complete as-built information showing actual conduit alignments (buried & above grade), the final locations of panels, field mounted instruments and panels, terminal boxes, junction boxes, receptacles, light switches and other materials shall be shown, as well as conduit routing between them to the extent it differs from the design drawings, as well as as-built electrical & control schematics, in addition to any other information required by Division 16.

d. As-built information shall be based on the benchmark used for the design survey unless that benchmark was destroyed during construction. If the design survey benchmark was destroyed during construction, an alternate approved benchmark shall be used as the basis for as-built information. The benchmark used as the basis of the as-built information shall be clearly noted on the drawings.

3.6 CONFORMITY WITH DRAWINGS AND ALLOWABLE DEVIATIONS

a. Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the approved drawings. Deviations from the approved drawings and working drawings will in all cases be determined by the Owner's Representative and authorized in writing.

3.7 CONTRACTOR RESPONSIBILITY TO OBTAIN ALL REQUIRED INSPECTIONS

a. The Contractor shall be responsible to ensure that all inspections required by the drawings, contract documents or agencies having jurisdiction are completed by authorized inspectors prior to proceeding with subsequent work which covers or which is dependent on the work to be inspected.

b. Work completed or covered without obtaining required inspections will be considered as unauthorized work as outlined below, and may be ordered removed at the Contractor's expense. Failure to obtain necessary inspection(s) and approval(s) shall result in the Contractor being fully responsible for all problems and/or corrective measures arising from uninspected work.

3.8 CONTRACTOR RESPONSIBLE TO PROVIDE ACCESS FOR INSPECTIONS

a. Contractor shall be responsible to provide the Owner, Engineer and their subconsultants and representatives with safe and proper access to all portions of the work as necessary for inspection and/or testing purposes *(see also applicable General Condition provisions)*.

b. The Contractor shall be responsible for coordinating and scheduling to provide such inspection access at reasonable times, so as not to interfere with or delay the progress of the work by the Contractor or subcontractors.

3.9 COOPERATION OF CONTRACTOR

a. The Contractor shall conduct his operations so as to interfere as little as possible with those of the Owner, other Contractors, utilities, or any public authority on or near the work. The Owner reserves the right to perform other work (by contract or otherwise) on or near the project during progress of the work. The Owner reserves the right to permit other public bodies, public utility companies and others to do work on or near the project during progress of the work. If a conflict arises, the Owner shall determine when and how the work shall proceed.

b. Claims for delay or inconvenience due to operations by such other parties for work which is specified or referenced in the Contract Documents, or which is shown, noted or referenced on the drawings, will not be allowed.

3.10 ORAL AGREEMENTS

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

3.11 EMERGENCY MAINTENANCE PERSONNEL

a. The Contractor shall submit to the Owner/Owner's Representative the names, addresses and telephone numbers of two employees responsible for performing emergency maintenance and repairs when the Contractor is not working. These employees shall be designated, in writing by the Contractor, to act as his representatives and shall have full authority to act on his behalf.

b. At least one of the designated employees shall be available for a telephone call any time an emergency arises.

3.12 CONDUCT

a. The Contractor and his personnel shall at all times be civil and courteous around private citizens and property owners. If ever directed to leave private property by the property owner or his representative, the Contractor and his personnel shall do so immediately. If any property owner or his representative makes demands, the Contractor is to remain courteous and report the matter to the Owner's Representative. Foul language, obscene gestures, or rudeness directed to private citizens will not be tolerated.

b. Use of radios and personal stereos with headphones (including walkmans, iPods, MP3 players, etc.) will not be permitted.

c. If, in the Owner's Representative's opinion, the Contractor or any of his men fail to conduct themselves as stipulated above or follow the direction of the Owner's Representative, the Owner's Representative shall bar the offending individual from the project. His order shall be final.

3.13 DEFECTIVE OR DAMAGED EQUIPMENT OR MATERIALS

a. All equipment and materials shall be carefully inspected by the Contractor upon arrival at the jobsite for defects or damage (including freight or shipment damage). Unless delivery of defective or damaged equipment or material is rejected by the Contractor and is not unloaded, the Contractor shall immediately notify the Owner's Representative about any damaged or defective material or equipment delivered to the jobsite.

b. No material or equipment shall be installed which is known to be defective or damaged, without the prior written approval from the Owner's Representative. Any defective or damaged material or equipment discovered after installation shall be removed and replaced with new material or equipment at the Contractor's expense (in a manner satisfactory to the Owner's Representative), unless otherwise specifically approved in writing by the Owner's Representative. Such written approval (pre-installation or post-installation), if granted, shall be based on a written application from the Contractor, as well as documentation from the material/equipment manufacturer and the bonding company, as summarized below.

c. The request for acceptance of any defective or damaged material or equipment shall be submitted in writing by the Contractor to the Owner's Representative. Such request shall include the following as a minimum (Contractor shall be responsible for obtaining these items prior to submitting the official request for the Owner's review). Additional requirements may be imposed by the Owner as applicable (at its sole discretion).

1) Written certification from the material or equipment manufacturer that the damage can be repaired to restore the material or equipment to its full, original capacity and function, and that after such repair it will fully comply with <u>all</u> specification requirements and <u>all</u> manufacturer's recommendations, with no restriction or limitation on any required warranty. The manufacturer's certification shall include a detailed summary of all proposed repair procedures (as well as the qualifications or certifications required of the party who will complete the repair), as well as a summary of post-repair inspections and tests to be completed by the manufacturer's representative.

2) Written consent from the Contractor's surety acknowledging that the surety concurs with the request, and that the provisions of all bonds will remain in full effect and force, without limitation or restriction.

d. Not-withstanding the Owner's right (at its sole discretion) to accept defective or damaged equipment or materials (subject to completion of acceptable repairs/inspection/testing), this shall impose no obligation on the Owner to grant such acceptance.

e. If the Owner or the Owner's Representative decide to reject any defective or damaged material or equipment (before or after submittal of a request by the Contractor), the Contractor shall be responsible to immediately and permanently mark or label the material or equipment as defective, and remove it from the job site within five (5) business days of verbal or written notice by the Owner's Representative of such rejection.

3.14 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK

a. All work that does not conform to the requirements of these Contract Documents shall be considered as unacceptable.

b. Contractor shall immediately remove unacceptable and defective work found to exist prior to acceptance of, or final payment for, the work. Replace with work and materials, which conform to the Contract Documents, or remedy otherwise in an approved manner. This provision shall have full effect regardless of the fact that the unacceptable work may have been done or the defective materials used with the full knowledge of the Inspector.

c. Work done beyond the lines shown on the drawings or ordered, work done without required inspection, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of these Contract Documents. Work so done may be ordered removed at the Contractor's expense. Work done without lines and grades being given may also be considered as unauthorized and will be subject to rejection.

3.15 UTILITY CONFLICTS

a. The Contractor shall not deviate from the design line and grade stated in these Contract Documents without the approval of the Owner's Representative.

b. The Contractor shall be responsible for exposing potential utility conflicts far enough ahead of pipeline construction to make necessary adjustments in grade and alignment of the new work within the recommended limits of pipe and fitting deflection and/or the lines and grades stated in the Contract Documents. The Contractor shall field verify location and depth of all existing utilities where new facilities cross. All utility crossings marked or shown on the drawings shall be potholed as necessary prior to excavating or boring to allow the Contractor to prevent grade or alignment conflicts. Contractor shall employ hand tools or other non-invasive methods to determine the exact location and depth of the underground utilities at the designated locations, including both utilities marked in the field and those shown on the drawings.

c. The Contractor shall be responsible for informing the Owner's Representative of the need for a grade and/or alignment adjustment. Contractor shall be responsible for exposing potential utility conflicts far enough ahead of construction to make necessary grade or alignment modifications without delaying the work. If grade or alignment modification is necessary, Contractor shall notify the Design Engineer, and the Design Engineer or the Owner's Representative shall obtain approval from the regulating authority prior to construction. Where failure to expose potential utility conflicts in advance results in the necessity of removing and/or relocating newly laid pipe; this additional work shall be performed by the Contractor at no additional expense to the Owner.

3.16 PROTECTION OF EXISTING FACILITIES

a. The Contractor shall protect from damage due to his operations, all existing facilities including but not limited to survey monuments, fence lines, trees, underground utilities, drainage facilities, landscaping, roadway surfaces etc., which are not specifically designated for removal or alteration. The locations of these facilities as shown on the plans were derived from the best information available. However, the completeness and accuracy of these locations as shown is not guaranteed. It shall be the responsibility of the Contractor to verify the existence, size and locations of underground facilities in advance of construction. Any existing facilities not designated for removal or alteration, which are damaged by the Contractor's operations shall be restored or replaced to an "in kind" or better condition at the expense of the Contractor. The Contractor shall notify all public and private utility companies serving in the area in advance of construction, so underground utility locations can be confirmed and existing facilities relocated if necessary to facilitate construction. Contractor shall make excavations and borings ahead of work, as necessary, to determine the exact location, size and depth of existing underground utilities.

b. At least a week in advance of beginning work, the Contractor shall notify the registered underground protection service, all public bodies and other owners of such facilities of the proposed location of his operations, advising them that their property may be affected and that such measures as they may deem necessary should be promptly taken to protect, adjust, remove and/or build them. Contractor shall comply with rules set forth in OAR 952-001-0010 through OAR 952-001-0090.

c. Three conditions which may be encountered will be dealt with as follows:

1) Structures, which are adjacent to but not included within the limits of an excavation required for performance of the work, shall be acceptably protected, supported and maintained in service by the Contractor at his expense.

2) Structures within the limits of the work which can be satisfactorily supported and maintained in service and which do not require removal and rebuilding in the judgment of the Owner's Representative, shall be thus supported by the Contractor at his expense, including cost of repair of damage incidental to his operations.

a) Supports for water and gas mains, sewers, conduits and similar structures shall be constructed of timber or other acceptable materials, shall be supported on undisturbed foundations and shall be sufficiently substantial to ensure against settlement when pipe trenches or other excavations are backfilled. In all cases where permits or inspections fees are required by

utilities in connection with changes to or temporary support of their conduits, the Contractor shall secure such permits and pay all inspection fees.

b) The Contractor shall assume full responsibility for maintaining all public utility structures in service and shall support and protect, or remove and rebuild them at his own expense. Such services shall not be interrupted without permission of the owner of the Public utility structure.

3) In cases where the Contractor's failure to pothole and verify the location, depth and size of existing utilities in advance of the work results in direct interference with the installation of the work, the contractor shall either remove and/or relocate newly laid pipe as required to resolve the conflict, or relocate the existing pipeline or other utility structure at no additional cost to the Owner. Any such relocations shall be approved by the Engineer and the regulating authority. The Contractor will not be paid for time lost or delay due to such direct interference. Where it is the policy of any utility owner to perform such work with his own forces, the Contractor shall cooperate to the fullest extent with such utility owners. All work shall be done in a manner to protect the public and the work.

3.17 PROTECTION OF PROPERTY

a. Protect all public and private property, insofar as it may be endangered by operations and take every reasonable precaution to avoid damage to such property.

b. Restore and bear the cost of any public or private improvement, facility, or structure within the right-of-way or easement which is damaged or injured directly or indirectly by or on account of any act, omission, or neglect in the execution of the work and which is not designated for removal but visibly evident or correctly shown on the plans. Restore to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, rebuilding, or otherwise affecting restoration thereof, or if this is not feasible, make a suitable settlement with the owner of the damaged property, all at no expense to the Owner.

c. Give reasonable notice to owner's and occupants of buildings or property within or adjacent to the work to permit the occupants to remove vehicles, trailers, and other possessions as well as salvage or relocate plants, trees, fences, sprinkler systems, or other improvements in the right-of-way which are designated for removal or which might be destroyed or damaged by work operations.

d. Protect all designated trees and planted areas within the right-of-way or easements. Exercise care and conduct operations so as to minimize damages to other planted areas.

e. Review with Owner's Representative the location, limits and methods to be used prior to clearing work. Clearing and grubbing shall be performed in strict compliance with all local, State and Federal laws.

f. The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property. Where such damage occurs, restore to a condition substantially equivalent to that existing before such damage or injury occurred, by repairing, rebuilding, or otherwise affecting restoration thereof, or if this is not feasible, make a suitable settlement with the owner of the damaged property, all at no expense to the Owner.

g. The Contractor shall repair and replace all existing improvements within the right-of-way, easement, and permit of entry areas which are not designated for removal (examples are curbs, sidewalks, storm drains, water mains, sanitary sewers, driveways, fences, walls signs, utility installations, pavements, structures, sprinkler lines) which are damaged or removed as a result of the contractor's operations. Repairs and replacements shall be equal to or better than existing improvements and shall match them in finish and dimension.

h. Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in, as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded after replacement of topsoil and covered with suitable mulch except as noted otherwise.

i. The costs to the Contractor for protecting, repairing, removing, replacing, or restoring existing improvements not required as a part of this work shall be incidental to other bid items.

j. Until acceptance of the project, at all times protect from damage and preserve all materials, supplies, equipment of any description, and all work already performed, from the nature of the work, the action of the elements, and damage by any person or persons, or from any other cause whatsoever.

3.18 RESTORATION & REPAIR TIME FRAME

a. Repair and restoration of any public or private improvement, facility, or structures as specified under the contract documents or by standards of jurisdictions with authority, shall be completed by the contractor in a timely manner, subject to any specific timeframes in the individual specification sections, drawings notes, general conditions or directives by jurisdictions with authority.

b. Where damage caused by the contractor results in a danger to public health or safety of persons or the work or property at the site or adjacent thereto, the Contractor is obligated to act immediately to prevent threatened damage, injury, or loss, and complete any repairs as soon as possible, at no additional cost to the Owner.

3.19 RESTORATION AND CLEANUP

a. Periodically, or as directed by the Owner's Representative, as the work progresses, and immediately after completion of the work, clean up and remove all refuse, debris, equipment, and unused materials of any kind resulting from the work. Upon failure to do so within 72 hours after directed, the work may be done by the Owner or third party and the cost thereof be deducted from any payment due the Contractor.

b. As a condition precedent to final acceptance of the project, remove all equipment and temporary structures, and all rubbish, waste, lathe, flagging, etc., and generally clean up the right-of-way and premises to conform substantially to conditions as they existed before the commencement of work, as approved.

c. All disturbed areas shall be graded to form a smooth, free draining surface. Contractor shall seed and mulch all exposed slopes not scheduled to be landscaped.

3.20 HOURS OF WORK

a. Construction working hours shall be from 7:00 A.M. to 6:00 P.M. local time, Monday through Saturday, excluding Federal, State and local holidays, unless otherwise approved by the Owner.

3.21 DISPOSAL OF DEBRIS

a. All debris resulting from construction operations, i.e., packaging, waste materials, damaged equipment, etc., shall be trucked from the site by the Contractor and disposed of at an approved off site location.

b. The Contractor shall police the hauling of debris to ensure that all spillage from haul trucks is promptly and completely removed.

c. All debris shall be disposed of in accordance with Federal, State and City rules and regulations.

d. Excavated materials not suitable or not required for backfill or embankment shall be deposited on waste sites provided by the Contractor.

e. All costs for disposing of this excess material shall be incidental to other items of work contained in the bid unless otherwise specified.

f. All waste sites (whether on-site or offsite) shall be operated in such a manner as to meet all safety and health requirements of State and local agencies. Sites operations, or the result of such operations, which create a nuisance problem, or which result in damage to public or private properties will not be permitted.

g. Permits for dumping on sites designated in the Contract Documents will be provided by the Owner. Contractor shall obtain permits for other sites at no expense to Owner. Furnish copies of issued permits to Owner's Representative prior to commencing filling operations.

h. Do not deposit materials on any unimproved dedicated street right-of-way without written permission of the Owner's Representative and the agency with jurisdiction over the right-of-way.

3.22 TRESPASS

a. The Contractor will be solely responsible for any trespass upon private property or injury thereto resulting from or in connection with his operations. He will be liable for any claims made because of his trespass or his deposit of debris of any kind on private property.

3.23 FINAL INSPECTION

a. When all construction work on the project is complete and all extra work bills, forms and documents required under the Contract are submitted, notify the Owner's Representative in writing. Owner's Representative 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 final inspection.

b. If work is found unsatisfactory, or if all certificates, bills, forms and documents have not been properly submitted, the Owner's Representative will so notify the Contractor. After correction are made, or all certificates, bills, forms, or documents are properly submitted, notify the Owner's Representative in writing. Owner's Representative will make another inspection within five (5) days after such notice, and if all work is satisfactory, then this inspection shall constitute the final inspection.

3.24 USE OR POSSESSION PRIOR TO FINAL COMPLETION

a. The Owner or his agents shall have the right to take possession of or use for his own benefit any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of the occupied portion of the project. While the Owner is in such possession, the Contractor shall be relieved of the responsibility for injury or damage to the said completed portion of the work other than that resulting from the Contractor's fault or negligence. Continued operation or use of facilities being rehabilitated shall not be construed as use or possession prior to final completion.

b. Prior to the Owner or his agents taking possession of or using any completed or partially completed part of the work, written notice shall be given by the Owner's Representative to the Contractor at least 24 hours in advance of the Owner actually assuming possession.

3.25 SUBSURFACE DATA

a. All information obtained by Owner's Representative regarding subsurface conditions and groundwater elevations will be available for inspection at the office of the Owner's Representative upon request.

b. Logs of test holes, test pits, soils reports, groundwater levels, and other supplementary subsurface information are offered as the best available information of underlying materials and conditions at the locations actually tested. The Owner will not be liable for any loss sustained by the Contractor as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.

c. Contractor shall examine the site and available records. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the subsurface conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract Documents.

3.26 BARRICADES

a. The Contractor must provide and maintain proper barricades, fences, signal lights, flares or watchmen to properly protect the work, equipment, persons, animals and property against injury.

b. In areas of public travel and/or on all approaches leading to this work, all barricades and obstructions shall be illuminated at night. All lights for this purpose shall be kept burning from sunset to sunrise.

c. Temporary traffic control devices and facilities shall be furnished, erected and maintained in accordance with all Local and State requirements.

3.27 MAINTAINING TRAFFIC & OWNER ACCESS

a. Where Contract work is within streets or other public thoroughfares, the Contractor shall so plan and schedule his work as to cause as little interference with general public traffic. Street surfaces shall be maintained and kept clean where construction work under this Contract has been performed until inspection and acceptance of all such work.

b. Access of fire, police and ambulance vehicles to property abutting and adjacent to such thoroughfares shall be maintained whether or not permission has been granted to restrict other traffic. The Contractor shall obtain all permits from Municipal, County, State or other authority having jurisdiction over traffic in thoroughfares, and shall comply with all regulations and directions of such authority concerning erecting barricades and detouring movement of traffic.

c. The Contractor shall maintain the roads and all weather access-ways for operating personnel, deliveries of operating supplies, normal maintenance vehicles and other equipment incidental to the operation and maintenance of the Owner's facility.

3.28 SANITARY REGULATIONS

a. Necessary housing accommodations shall be provided for the workers for changing clothes and for protection during inclement weather. Toilet accommodations shall also be maintained for the use of the employees on the work site. The accommodations shall be in approved locations, properly screened from public observance and shall be maintained in a strictly sanitary manner. The Contractor shall obey and enforce all other sanitary regulations and orders and shall take precautions against infectious diseases. The Contractor shall maintain at all times, satisfactory sanitary conditions around all shanties, tool and supply houses and on all other parts of the work all in accordance with all Federal, State and Local ordinances, regulations and requirements.

3.29 DUST CONTROL

a. The Contractor shall apply water or dust palliative, or both, for the alleviation or prevention of dust nuisance caused by his operations. Dust control operations shall be performed by the Contractor at the time(s) as required or as ordered by the Owner. Failure of the Owner to issue such order will not relieve the Contractor of this responsibility. Unless otherwise specified, no direct payment will be made for any such work performed or material used to control dust under these Contract Documents. The Contractor shall comply with all Federal, State and Local ordinances, regulations and requirements.

3.30 SMOKE PREVENTION

a. Strict compliance with all ordinances regulating the production and emission of smoke will be required and the Contractor shall accept full responsibility for all damage that may occur to property as a result of negligence in providing required control. The Contractor shall comply with all Federal, State and local regulations.

3.31 CONTROL OF NOISE

a. The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries and schools, precautions shall be taken to avoid noise and other nuisance. The Contractor shall require strict observances of all pertinent ordinances and regulations.

3.32 WEATHER CONDITIONS

a. In case of temporary suspension of the work or during inclement weather, or whenever the Owner's Representative shall direct, the Contractor shall carefully protect (and cause his subcontractors to similarly protect) all work and materials against damage or injury from the weather. If, in the opinion of the Owner's Representative, any work or materials have been damaged by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

3.33 FAIR EMPLOYMENT PRACTICES ACT

a. The Contractor agrees that neither he nor his subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, age, color, sex, religion, national origin or ancestry or marital status. Breach of this covenant shall be regarded as a material breach of this Contract.

3.34 CONSTRUCTION ACCESS

a. The Contractor shall be responsible for design, construction and maintenance of any and all structures required for access to the site for construction or delivery of materials, including but not limited to construction access roads and staging areas. The Owner's responsibility to provide access easements or right-of-ways to the construction site shall not be interpreted as relieving the Contractor of his responsibilities under this section.

b. Unless otherwise shown or specified, the access road sections shown are based upon the anticipated loads following construction and not upon the loads during the construction period. Any increase in road size or depth required to accommodate the loads due to the Contractor's choice of construction methods or sequence of operations shall be the responsibility of the Contractor, and shall be supplied at no additional cost to the Owner.

c. Any advice or recommendations solicited from or given by the Owner's Representative to the Contractor shall not relieve the Contractor of any of his responsibilities under this section.

3.35 USE OF EXPLOSIVES

a. The use of explosives shall be prohibited.

PART 4: SPECIAL PROVISIONS

4.1 COORDINATION OF WORK

a. The Contractor shall cooperate with the Owner's Engineer and other Contractors, for coordination and expeditious execution of his work in relation to total project work required. The following contact information is provided for reference only and may not be complete or current, and shall not relieve the contractor of all responsibility for contacting the appropriate utility or agency personnel as required.

Owner:	City of Yachats (Rick McClung)	541-547-3243
Engineer:	Westech Engineering (Ray Engel)	503-585-2474
Power:	Central Lincoln PUD (Faye Monroe)	541-574-3601
Telephone:	Pioneer Connect (Ken Field)	541-929-8266
Cable TV:	Charter Spectrum (Josh Lightner)	541-921-9189

SECTION 01090
REFERENCE STANDARDS

PART 1: GENERAL

1.1 SCOPE

a. This Section includes reference standards.

1.2 DESIGNATION OF ASSOCIATIONS, INSTITUTIONS, SOCIETIES AND STANDARDS

a. Whenever in these Specifications reference is made to Associations, Institutions, Societies or Standards, they will be designated as follows:

AA..... Aluminum Association
AAMA..... Architectural Aluminum Manufacturers Association
AAN..... American Association of Nurserymen
AASHTO..... American Association of State Highway and Transportation Officials
ACI..... American Concrete Institute
ADA..... American Disability Act
AFBMA..... Anti-Friction Bearing Manufacturers Association
AFI..... Air Filter Institute
AGA..... American Gas Association
AGMA..... American Gear Manufacturers Association
AIA..... American Institute of Architects
AIHA..... American Industrial Hygiene Association
AISC..... American Institute of Steel Construction
AISI..... American Iron and Steel Institute
AMCA..... Air Moving and Conditioning Association
ANSI..... American National Standards Institute
API..... American Petroleum Institute
APWA..... American Public Works Association Standard Specifications, OSSC (ODOT/APWA)
AREA..... American Railway Engineering Association
ARI..... Air Conditioning and Refrigeration Institute
ASA..... American Standards Association
ASCE..... American Society of Civil Engineers
ASHRAE..... American Society of Heating, Refrigerating and Air Conditioning 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
BLIS..... Bureau of Labor and Industries Standards
BLM..... Bureau of Land Management
CDBG..... Community Development Block Grant
CEMA..... Conveyor Equipment Manufacturer's Association
CISPI..... Cast Iron Soil Pipe Institute
COE..... Corps of Engineers

CRSI..... Concrete Reinforcing Steel Institute
DEQ..... Department of Environmental Quality
DFPA..... Division for Product Approval of American Plywood Association
DSL ..... Division of State Lands
EPA ..... Environmental Protection Agency
FHWA..... Federal Highway Administration
FM..... Factory Mutual
FmHA ..... Farmer's Home Administration (Rural Development)
FS..... Federal Standards
IBC ..... International Building Code
IBR..... Institute of Boiler and Radiator Manufacturers
ICEA ..... Insulated Cable Engineers Association
IEEE..... Institute of Electrical and Electronic Engineers
IFC ..... International Fire Code
IRI ..... Industrial Risk Insurance
ISA..... Instrument Society of America
ISO ..... Insurance Service Office
ITE ..... Institute of Traffic Engineers
JIC..... Joint Industry Conferences of Hydraulic Manufacturers
MUTCD..... Manual of Uniform Traffic Control Devices
NBS ..... National Bureau of Standards
NEC..... National Electrical Code
NESC..... National Electric Safety Code
NEMA..... National Electrical Manufacturer's Association
NFPA..... National Fire Protection Association
NLMA..... National Lumber Manufacturer's Association
OAR ..... Oregon Administrative Rules
NSF..... National Sanitation Foundation
OECDD..... Oregon Economic & Community Development (Business Oregon)
ODOT ..... Oregon Department of Transportation
OFC..... Oregon Fire Code
OHA-DWS ..... Oregon Health Authority – Drinking Water Services
OPSC ..... Oregon Plumbing Specialty Code
ORS..... Oregon Revised Statutes
OSHA..... Occupational Safety and Health Administration
OSHD ..... ODOT, Oregon State Highway Division
OSSC/ODOT ..... Oregon Standard Specifications for Construction - OSSC (ODOT/APWA)
OSSC ..... Oregon Structural Specialty Code
PCA..... Portland Cement Association
RD..... Rural Development (USDA)
RUS ..... Rural Utilities Service (USDA)
SHPO ..... State Historic Preservation Office
SMACA ..... Sheet Metal and Air Conditioning Contractors National Association, Inc.
SSPC ..... Steel Structures Painting Council
UBC..... Uniform Building Code (see state structural code)
UFC..... Uniform Fire Code (see state fire code)
UL..... Underwriter's Laboratories, Inc.
UPC..... Uniform Plumbing Code (see state plumbing code)
USBM..... United States Bureau of Mines

WDOT ..... Washington Department of Transportation
WWPA..... Western Wood Products Association

b. Wherever specific standard numbers are indicated, i.e., ASTM C-150, it shall be understood to mean the latest revision thereof.

c. Specification Language. Portions of the Specifications may be written in imperative and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The works "shall be" or "shall conform with" shall be included by inference where a colon (:) is used within sentences or phrases. Example – Aggregate: ASTM C33.

PART 2: PRODUCTS

None

PART 3: EXECUTION

None

PART 4: SPECIAL PROVISIONS

None.

SECTION 01300
CONTRACTOR CONSTRUCTION SUBMITTALS

PART 1: GENERAL

1.1 SCOPE

a. Wherever submittals are required in the Contract Documents, the Contractor shall submit them to the Owner's Representative.

b. Delivery prior to approval of any material or equipment for which submittals are required will be at the Contractor's risk. Material or equipment for which submittals are required shall not be incorporated into the work until after the submittals have been reviewed and approved.

c. Construction Submittal Format & Number of Copies.

1) Contractor will be allowed to provide electronic/pdf copies of highlighted/marked-up submittals and associated submittal cover sheet, conditional upon submittals being complete and configured in accordance with the requirements of this section.

2) If the Contractor fails to provide submittals in full conformance with this section, the Owner's Representative may require all subsequent submittals to be submitted in hard copy format (three copies minimum).

1.2 PRECONSTRUCTION CONFERENCE SUBMITTALS

a. Within 14 Days after the date of commencement as stated in the Notice to Proceed or at the preconstruction conference, whichever comes first, the Contractor shall submit the following items to the Owner's Representative for review:

1) A preliminary list of Shop Drawings, Samples and proposed Substitutes.

2) A preliminary schedule for submission of priority and major Shop Drawings (particularly long-lead time equipment) and Samples.

3) A list of permits and licenses the Contractor shall obtain, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.

4) A project schedule in accordance with Section 01305 - Construction Schedules.

5) List of all subcontractors, including class of work, contact person & phone numbers.

6) An Erosion Control Plan and schedule in accordance with Section 01568 - Erosion and Pollution Control.

1.3 GENERAL SUBMITTAL REQUIREMENTS

a. Prior to Submitting Information to the Owner's Representative:

1) The Contractor shall carefully review the correctness and thoroughness of the material, verify all field measurements, and coordinate all aspects of each item being submitted.

2) The Contractor shall carefully review and ensure that all submittals are tailored to the project by high lighting appropriate information and/or deleting or crossing out non-applicable information, and that all options and equipment furnished are indicated, and ensure that the submittal is otherwise organized and marked as required herein or in the individual specification sections as applicable.

3) <u>The Contractor shall verify his review by affixing his stamp of approval and signature to the front page of each copy of the submittal.</u>

b. <u>Direct Supplier/Subcontractor Submittals Not Accepted</u>. All submittals to the Owner's Representative, with the exception of the laboratory test certificates, shall be made only by the Contractor. Submittals from subcontractor or suppliers will not be accepted.

c. <u>Sequential Numbering</u>. All submittal reports shall be numbered sequentially. Resubmittals shall be designated with the same number as the original submittal followed by a designation letter (ie. Submittal "5A" for the first resubmittal of submittal 5, Submittal "5B" for second, etc.).

d. <u>Specified Cover Sheet</u>. All submittals shall be accompanied by a completed copy of the submittal report cover sheet included under Part 4 of this section.

1) A separate submittal report cover sheet shall be prepared for each submittal. Generally, items under a single specification section can be included on the same submittal report. Each submittal report shall clearly designate the specification section(s) that apply to the material or equipment being submitted on.

2) Except in the case of operations and maintenance manuals or as otherwise approved by the Owner's Representative, a single submittal report shall not be used for items under different specification sections.

3) All submittal report cover sheets shall reference the item that it covers, the applicable specification section(s), the Contractor's name, the Contract title and location, and the date of submission. Submittal shall also indicate whether the information is for review and approval by the Owner's Representative, for record purposes or for the fulfillment of the operation and maintenance requirements.

e. The Contractor shall provide copies of each submittal as follows unless otherwise directed in the individual Sections *(except where electronic/pdf copies of submittals are allowed as noted above)*:

1) <u>Preconstruction Conference Submittals</u> – Three (3) copies provided to Owner's Representative.

2) <u>Material and Equipment Construction Submittals</u> – Three (3) copies provided to Owner's Representative if pdf submittal is dis-allowed as noted above.

3) <u>Quality Control Submittals</u> – The Contractor or the laboratory shall submit one copy of all test certificates, and calibration certificates directly to the following; Owner, the Owner's Representative and Owner's Field Representative.

4) Informational Submittals – The Contractor shall submit one copy of all licenses and permits directly to the following; Owner, Owner's Representative and Owner's Field Representative.

f. Substitutions. Manufacturers submitting proposals for equipment which will require changes to the design shown on the Drawings or specified herein shall also include detailed information on structural, electrical, mechanical and other miscellaneous changes or modifications required to adapt their equipment to the design shown, as specified below and in the General Conditions. Provision of such information or acceptance for review shall not be construed as approval of such substitute.

g. Highlighting and/or Marking. All submittals shall be tailored to the project by highlighting appropriate information and/or deleting or crossing out non-applicable information *(as well as being marked, labeled or identified as required in the individual specification sections, as applicable)*. All options and equipment furnished shall be so indicated.

h. Complete Submittals Required. Failure to provide complete submittals, or failure to follow the instructions outlined in this section *(including but not limited to highlighting applicable information and/or crossing out non-applicable information)*, will result in the incomplete submittal being returned to the Contractor without review, at the discretion of the Owner's Representative.

i. Electrical / Control / Telemetry / SCADA Submittals. Contractor shall provide all of the electrical / control / telemetry / SCADA product data in Division 13 & Division 16 (as well as electrical items shown on the drawings by not included in the specifications) at the same time, unless specifically allowed otherwise in writing by the Owner's project electrical engineer. Piecemeal submittals will be returned as incomplete.

1.4 MATERIAL AND EQUIPMENT SUBMITTALS:

a. Variances Shall be Noted.

1) The Contractor shall indicate on the submittals all variances from the requirements in the specifications or on the Drawings. Failure to note variances from the specification requirements may result in the submittal being returned to the Contractor without review.

2) If the proposed equipment includes modifications from standard features or options typically provided by the manufacturer for similar applications, these shall be clearly noted on the submittal.

b. Project Sign Submittals. Submittals shall include shop drawings for notice or informational signs required by agencies with an interest in the project, including submittal information on posts, plywood backing and sign painting and/or placards.

c. Material & Equipment Submittals. Submittals for all materials and equipment used by the Contractor in the performance of the work shall include the following as applicable.

1) Manufacturers' Literature: Literature indicating the compliance of the product with the Specifications shall be included with all submittals. This shall include catalog sheets and other descriptive bulletins. Manufacturer's literature shall also include, but not be limited to the following:
   a) Manufacturer's catalog data
   b) Materials of construction
   c) Manufacturer's name and model number
   d) Installation instructions and drawings

2) Manufacturers' or Suppliers' Certificates: Certificates shall state that the products have been sampled and tested in accordance with the proper industrial and governmental standards and meet the requirements of the Contract Documents. An authorized agent of the manufacturer shall sign certificates.

3) Design Data: Design data shall include the calculations, supporting theories, safety factors and assumptions used in designing the product.

4) Samples: Samples shall be provided as required in the individual sections. Samples shall be of the precise material proposed to be furnished. The number of samples and sample size shall be of the industry standard unless otherwise stated in the individual sections.

5) Shop Drawings: Shop drawings shall include the following as applicable to the equipment or system along with any special requirements listed in the individual Specification Sections:
   a) Scaled details
   b) Scaled dimensional drawings
   c) Sectional assembly drawings
   d) Fabrication information

d. Structural/Seismic Calculations for Equipment or Materials:

1) When specified herein, noted on the drawings, or when required to conform with the provisions of the Oregon Structural Specialty Code (OSSC) or other referenced standards, structural/seismic calculations stamped by a professional engineer licensed in the State of Oregon shall be submitted for materials or equipment specified and/or proposed for use by the Contractor.

2) Where required or requested by any building official, the Contractor shall be responsible to provide any and all calculations and/or certifications required, at no additional cost to the Owner.

1.5 SUBSTITUTIONS

a. Substitute items of material or equipment are those items which are determined by the Owner's Representative NOT to qualify as an "or equal", or which require any level of redesign work on the part of the Engineer to incorporate into the project *(see requirements under General Conditions)*.

b. Submittals for substitute materials or equipment shall include but not be limited to manufacturer's literature, design criteria, dimensions and installation instruction.

c. The submittal shall include any certifications or test results required to demonstrate that the proposed materials or equipment meets the requirements of the specifications and is equivalent or better than the specified materials or equipment.

d. If the substitution requires a change in the design *(including dimensional changes to any structure or other component)*, the submittal shall include all pertinent design information and details for the required design change, with supporting documentation.

e. Reimbursement by Contractor for evaluation or redesign costs due to such substitution shall be dealt with as outlined under General Conditions 6.05.E as applicable.

1.6 QUALITY CONTROL SUBMITTALS

a. Quality Control submittals are defined as those required by the Specifications to present documentary evidence to the Owner's Representative that the Contractor has satisfied certain requirements of the Contract Documents. Such submittals may include but are not limited to:

1) Laboratory Certificates: Certificates shall include the results of tests by an independent laboratory for comparison to Specification requirements, mix design data and approval, plan inspection reports and certification, and other required information from the laboratory. All information submitted shall be signed by an authorized agent of the laboratory.

2) Installation and Calibration Certificates: Certificates shall be submitted for equipment as indicated in the individual sections. These certificates shall indicate manufacturer's satisfaction with the installation, the accuracy of calibration and alignment, and the operation of the equipment. An authorized agent of the manufacturer must sign such certificates.

1.7 INFORMATIONAL SUBMITTALS & SUBMITTALS FOR RECORD

a. Informational submittals formalize the flow of information between the Contractor and the Owner's Representative. Such submittals may include but are not limited to:

1) Construction Schedules: Unless otherwise specified, the Contractor shall submit construction schedules as outlined under Section 01305, Construction Schedules contained herein.

2) Licenses and Permits: The Contractor shall obtain all licenses and permits required by Local, State and Federal laws and submit copies of them to the Owner's Representative, including but not limited to the following.

a) Copies of all construction permits and licenses required by all approving agencies, including as applicable cities, counties, state agencies, utility service districts, etc.

b) Copies of all building, structural, electrical, mechanical, and plumbing permits (as appropriate) required by all approving agencies.

c) Copies of County, ODOT and/or railroad right of entry permits (as applicable), including copies of permit conditions.

1.8 OWNER'S REPRESENTATIVE'S REVIEW OF SUBMITTALS

a. Except as may otherwise be indicated, the Owner's Representative will review the submittals with reasonable promptness for their compliance with the design concept and the Contract Documents and return prints of each submittal to the Contractor with comments noted thereon. For projects where review and/or concurrence by City Public Works is also required, Owner's Representative will provide a copy of review comments to City Public Works, and notify the Contractor of any additional comments from the City. The Owner's Representative's maximum review period for each submittal or resubmittal will be 21 days.

b. If the review indicates that the material or equipment is in general conformance with the design concept and complies with the Drawings and Specifications, submittal copies will be marked "REVIEWED". In this event the Contractor may begin to incorporate the material or equipment covered by the submittal.

c. If the review indicates that limited corrections are required, the submittal will be marked "FURNISH AS CORRECTED". The Contractor may begin incorporating the material and equipment covered by the submittal in accordance with the noted corrections.
   1) Unless otherwise approved in writing by the Owner's Representative, the Contractor shall provide a written summary *(letter, memo or email)* confirming how each such "FURNISH AS CORRECTED" review comments will be addressed. A separate letter/memo/email shall be provided for each submittal *(subject line referencing the submittal number and title)*, with confirmation of each applicable submittal review comment from the submittal review by the Owner's Representative, with numbering to match the applicable submittal review comment.
   2) If the requirement for written confirmation of "FURNISH AS CORRECTED" review comments is waived in writing by the Owner's Representative, no further action is required by the Contractor.
   3) Where submittal information is to be incorporated into an O&M Manual, a corrected copy of all applicable submittals shall be prepared for inclusion in the O&M Manual.

d. If a submittal is returned marked "REVISE AND RESUBMIT", the Contractor shall revise it and shall resubmit the required number of copies to the Owner's Representative for review.
   1) Resubmittal of only portions of multi-page or multi-drawing submittals will not be allowed unless specifically requested or allowed by the Owner's Representative (in the submittal review). For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as "REVISE AND RESUBMIT", the submittal as a whole is deemed "REVISE AND RESUBMIT", and 10 drawings are required to be resubmitted.
   2) However, if a submittal includes numerous different items, each of which was reviewed and commented on separately, only those noted as "REVISE AND RESUBMIT" need to be resubmitted.

e. If a submittal is returned marked "REJECTED", it shall mean either that the proposed material or product does not satisfy the specification or the submittal is so incomplete that it cannot be reviewed. In such cases, copies will be returned to the Contractor for correction. The Contractor shall then resubmit the required number of copies of the corrected submittal.

1) Any material or equipment on-site which is rejected by the Owner's Representative shall be removed from the job site by the Contractor within two (2) working days of notification of rejection of the submittal.

f. Except at its own risk, the Contractor shall not undertake work covered by submittals marked as "REVISE AND RESUBMIT" or "REJECTED" until a new submittal is made and returned without exceptions.

g. The Owner's Representative's review of submittals is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the submittals or shop drawings during this review (or absence of such corrections or comments) do not relieve the Contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. Contractor is responsible for dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of his or her work with that of all other trades; and for performing all work in a safe and satisfactory manner.

h. Upon acceptance, the Owner's Representative will return a copy of the review submittal to the Contractor and the Owner.

i. In the event that multiple reviews are performed on the same submittal (*or portions of the same submittal*) due to revisions, clarifications, duplicate submittals or other reasons, all submittal review comments are complementary and what is noted by any submittal review iteration shall be as binding as if noted on all.

PART 2: PRODUCTS

None.

PART 3: EXECUTION

None.

PART 4: SPECIAL PROVISIONS

4.1 SUBMITTAL REPORT FORM

a. See following pages:

WESTECH ENGINEERING INC. SUBMITTAL REPORT

PROJECT: _____

FROM: _____

TO: Westech Engineering

COPIES: 1 for pdf submittals, or three (3) if hard copies are required by Owner's Representative

SUBMITTAL NUMBER _____

Category of Information being Submitted:

( ) EQUIPMENT/MATERIAL SUBMITTALS/SHOP DWGS ( ) MANUFACTURER'S DATA
( ) REPORTS ( ) METHOD STATEMENT ( ) INFORMATION FOR RECORD
( ) SAMPLES ( ) OTHER ( ) OPERATIONS&MAINTENANCE MANUALS

DESCRIPTION: _____

_____

SPECIFICATION SECTION & TITLE: _____

I hereby certify that the material submitted has been checked for compliance with the specification and any exceptions have been clearly noted.

_____ _____
Signed *(Contractor's authorized representative)* Date

_____ _____
Printed Name Title

****

RESPONSE TO SUBMITTAL (by Owner's Representative):

( ) REVIEWED ( ) FURNISH AS CORRECTED ( ) REJECTED
( ) REVISE AND RESUBMIT ( ) SUBMIT SPECIFIC ITEM ( ) SEE ATTACHED LETTER, _____/____

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the submittals or shop drawings during this review (or absence of such corrections or comments) do not relieve the contractor from compliance with the requirements of the plans and specifications. Approval of a specific item shall not include approval of an assembly of which the item is a component. Contractor is responsible for dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of his or her work with that of all other trades; and for performing all work in a safe and satisfactory manner.

_____ _____
Signed Date

_____ _____
Printed Name Title

SECTION 01305
CONSTRUCTION SCHEDULES

PART 1: GENERAL

1.1 SCOPE

a. This Section includes, but is not necessarily limited to, the preparation, furnishing, distribution, and periodic revision of construction schedules as herein specified and as necessary for the proper and complete performance of this Work.

1.2 RELATED SECTIONS

a. 01300 - Construction Submittals

1.3 SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents and shall include the following as a minimum:

b. Overall Project Schedule

1) Initial Project Schedule

a) The initial project schedule shall be submitted a minimum of 1 day prior to the preconstruction conference, or within 5 days after the effective date of the Notice to Proceed, whichever is sooner.

b) Regardless of review or comments regarding the schedule by the Owner's Representative, the Contractor remains responsible for ensuring that all work is sequenced and coordinated to complete the work within the specified contract time and contract milestones, including providing adequate time for inspections, testing and/or startup.

c) If required, resubmit revised project schedule within 7 days after receipt of review comments, if any.

d) No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

2) Periodic Updating: Updated project schedules shall be submitted with all pay requests, accurately depicting progress to the time of the pay request submission and showing the anticipated project schedule from that time forward.

3) Number of Copies: Submit three (3) copies to be retained by the Owner's Representative, plus the number of copies required by the Contractor for distribution to subcontractors and/or suppliers.

c. Two-Week Work Schedule:

1) The deadline for submittal (by email, fax or delivery) of the two-week work schedules shall be as follows, with copies to the Owner and the Owner's Representative:
   a) Projects with weekly progress meetings: By the end of business on the business day before the meeting, to allow time for the Owner and Owner's Representative to review.
   b) Projects without weekly progress meetings: By no later than 4:00 p.m. of the last regular workday of each week.

PART 2: PRODUCTS

2.1 OVERALL PROJECT SCHEDULE

a. Form of Overall Project Schedule: The overall project schedule shall:

1) Be in the form of a bar chart showing the proposed operations. The schedule shall be complete and show in detail the manner in which the contractor proposes to complete the work within the specified time.

2) Be prepared in the chronological order showing the beginning and end of each item of work.

3) Include the date that the schedule was prepared and/or last modified.

4) Identify each path by:
   a) Major specification section number or title.
   b) Distinct graphic delineation.

5) Use a horizontal time scale and identify the first work day of each week.

6) Allow space for updating.

7) Not be larger than 24" x 36" unless approved by the Owner's Representative.

b. Content of Overall Project Schedule: The overall project schedule shall:

1) Provide a complete sequence of construction by activity.

2) Show product procurement and delivery dates.

3) Include purchase lead time and delivery schedule for major equipment.

4) Show the following information for Shop Drawings, project data, and samples:
   a) Submittal dates.
   b) Dates review copies of submittals will be required.

5) Show decision dates for selection of finishes.

c. Sub-Schedules

1) The Contractor shall provide separate subschedules showing submittals, review times, procurement schedules, and delivery days.

2) The Contractor shall provide subschedules to define critical portions of the overall project schedule.

d. Updating Overall Project Schedules

1) Changes: Show all changes occurring since previous submission of the updated schedule.

2) Progress: Indicate progress of each activity and show completion dates.

3) Other Items:
   a) Include major changes in scope.
   b) Include activities modified since previous updating.
   c) Include revised projections due to changes.
   d) Include other identifiable changes.

e. Distribution of Overall Project Schedules

1) Reviewed Schedules: The Contractor shall distribute copies of the reviewed schedules to:
   a) Job site file
   b) Subcontractors
   c) Other concerned parties.

2) Instructions to Recipients: Instruct subcontractors to report all inabilities to comply with the Schedule, and provide an explanation with suggested remedies.

f. Failure to Submit Required Overall Project Schedules

1) Partial or final pay requests will not be processed unless an acceptable and updated overall project schedule has been submitted as specified herein.

2.2 TWO-WEEK LOOK-AHEAD WORK SCHEDULES

a. Submittal of Two-Week Work Schedule: The two-week work schedules shall be submitted by no later than the close of business each Friday, with copies to the Owner and the Owner's Representative *(email or delivery of hard copies)*.

b. Form and Content of Two-Week Work Schedule: The two-week work schedules shall:

1) Be prepared on 8½ x 11 paper or 11x17 paper.

2) Identify the work crew & foreman (as applicable) and the location and type of work the crew will be doing each day.

3) Identify each subcontractor (subcontractor name & contact person), as well as the location and type of work the subcontractor will be doing each day.

4) Include proposed notification dates of any interruptions of service or other work for which the Contract Documents require the Contractor to issue notifications. Failure to include notification dates will not relieve the Contractor of responsibility for such notifications.

5) Where the project includes multiple bid schedules, the two-week work schedules shall address work under each schedule and area separately.

c. Failure to Submit Two-Week Work Schedules

1) If the Contractor fails to submit the required Two-Week Look-Ahead Work Schedules as outlined herein, the Owner, at his option, may issue a Stop Work Order on the project until the required schedules are submitted and approved by the Owner.

2) The Contractor shall not be entitled to any additional contract time or additional compensation for any such delays due to work stoppages resulting from his failure to submit the required work schedules.

PART 3: EXECUTION

None

PART 4: SPECIAL PROVISIONS

None.

SECTION 01410
LABORATORY SERVICES

PART 1: GENERAL

1.1 SCOPE

a. The Contractor shall retain an independent testing laboratory for conducting field and laboratory tests as outlined herein to verify the Contractor's compliance with the Specifications.

b. The testing laboratory shall furnish all labor, materials, equipment and services necessary to perform concrete tests, compaction tests of pavement bases and backfill, sieve analyses of aggregate materials, approve material and review the design of bituminous and concrete plant mixes, and conduct other tests as specified below and in other sections as directed.

1.2 CONTRACTOR'S RESPONSIBILITY

a. Testing of materials or equipment for compliance with various national or technical society standards and ordinarily performed by manufacturers, and shop and field tests of equipment are not included under this section but shall be performed by the Contractor or his supplier as specified elsewhere.

b. Any test required by the Owner shall not relieve the Contractor from the responsibility of supplying certificates from manufacturers or suppliers to demonstrate compliance with the Specifications.

1.3 QUALIFICATIONS

a. The laboratory shall be a recognized and independent commercial laboratory with experience in conducting the required tests.

1.4 SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents.

b. Mix Designs: The laboratory shall review and test mix designs submitted by the Contractor. Approved mix designs shall include sieve analyses and suppliers' certificates for materials incorporated in the mix.

c. Distribution: One copy of all certified test reports and mix designs shall be distributed as follows:

1) Owner
2) Westech Engineering, Inc.
   3841 Fairview Industrial Drive SE, Suite 100
   Salem, OR 97302-1192
3) Owner's Field Representative
4) Contractor

1.5 SUPPLEMENTARY AND OTHER TESTING

a. Nothing shall restrict the Contractor from conducting additional material or field tests he may require. However, should the Contractor, at any time, desire the Owner to consider the results of such testing, test reports shall be certified by an independent testing laboratory acceptable to the Owner. Any testing of this nature shall be conducted at the Contractor's expense.

PART 2: PRODUCTS

2.1 TESTS. Contractor shall coordinate and provide for any and all testing specified herein, listed on the drawings or in the individual specifications sections. Tests shall include but not be limited to the following.

a. Aggregates, Bedding Material and Granular Backfill: For each type of material, the laboratory shall perform an ASTM C-136 sieve and screen analysis to determine whether the material meets the Specifications noted in the individual sections. Retests shall be performed until the Specifications are met and each time the source of material is changed.

b. Selected Backfill: At the discretion of the Owner's Representative, but in no case more than one test for each 1,000 c.y. of each material source or portion thereof, the laboratory shall perform an ASTM C-136 sieve and screen analysis to determine whether the material is suitable for backfilling purposes.

c. Mix Designs: For each type of controlled density fill, concrete and asphalt, the laboratory shall perform and approve the necessary mix design and shall perform and approve redesign if there is a change in source of materials. The asphalt design shall be made in accordance with ASTM D-1559, the Marshall Method of mix design or other Owner's Representative approved method.

d. Compaction Tests: For each type of backfill material, the laboratory shall determine the moisture density curve according to AASHTO T-180 (Modified Proctor/ ASTM D1557). Using ASTM D-2922 test methods, the laboratory shall determine the density of in-place backfill. Retests shall be performed if the compaction requirements stated in the individual sections are not met.

e. Asphalt and Concrete Quality Control Testing: The laboratory shall perform tests as indicated in these Contract Documents.

f. Miscellaneous Tests: The laboratory shall perform all other tests requested in the individual sections of the Specifications.

g. Retest: Retesting required because of failure to meet specification shall be at Contractor's expense.

2.2 PLANT INSPECTIONS

a. The laboratory may inspect and certify asphalt and concrete plants as indicated in these Contract Documents.

2.3 EQUIPMENT

a. The laboratory shall provide all necessary equipment to extract and store samples and perform the required tests.

PART 3: EXECUTION

3.1 MATERIAL TESTS

a. The laboratory shall conduct tests on materials and in locations as specified or as directed by the Owner's Representative.

b. All tests shall be performed in accordance with the proper test methods mentioned above and in the individual sections. Results shall be compared to the required values included in the individual sections.

3.2 MIXING PLANT CONTROL

a. The Plant laboratory shall provide mix designs and control mixing plant production for conformance to product specifications as specified or as directed by the Owner's Representative.

PART 4: SPECIAL PROVISIONS

None.

SECTION 01505
TEMPORARY TRAFFIC CONTROL

PART 1: GENERAL

1.1 SCOPE

a. This section includes all work necessary to provide temporary traffic control to minimize obstruction and inconvenience to the public and to protect pedestrian and vehicular traffic.

b. Temporary traffic control shall include, but not be limited to:

1) Furnishing, installing, maintaining and removing all required traffic control devices.

2) Providing flaggers, barricades, lights, signs as shown on the Drawings or specified herein.

c. Contractor shall provide temporary traffic control measures outside the contract limits when the Contractor's work activities affect traffic outside the contract limits.

d. All work under this section to conform with all Federal, State and local regulations and requirements.

1.2 DEFINITIONS

a. MUTCD:
1) Manual on Uniform Traffic Control Devices (MUTCD).
2) Oregon supplement to the Manual on Uniform Traffic Control Devices (MUTCD).
3) Oregon Temporary Traffic Control Handbook, ODOT.

1.3 SUBMITTALS

a. Traffic Control

1) The Contractor shall submit a copy of traffic control plan(s) for approval by ODOT, County, City or other agencies with jurisdiction (with a copy to the Owner's Representative for reference and review). The traffic control plan shall include:
a) Location and types of traffic control measures proposed.
b) Proposed order and duration of traffic control measures.

2) After approval by agencies with jurisdiction, the Contractor shall submit to the Owner's Representative a copy of the final traffic control plan approved by ODOT, County, City or other agencies with jurisdiction.

PART 2: PRODUCTS

2.1 UNIFORM TRAFFIC CONTROL DEVICES

a. Use new or like-new equipment for all temporary items under this Section unless otherwise specified.

b. All barricades, signs, lights, flags and other traffic control devices shall conform to the current edition of the MUTCD unless otherwise specified.

c. Signs

1) Use standard size and shape conforming to the current edition of the MUTCD unless otherwise specified or ordered. Double-face signs will not be allowed except for flagger "STOP/SLOW" sign paddles.

2) Type

a) Unless otherwise specified or shown on the plans, use signs composed of orange reflectorized sheeting background with nonreflectorized black legend on one of the following materials.

(1) Sheet aluminum.
(2) 3/4-inch medium or high-density overlay plywood.

b) Where there is interference from extraneous light sources which limits the effectiveness of the reflectorized surface, or as required by the Owner's Representative, illuminated signs shall be used.

3) Flaggers

a) Flaggers shall be equipped with a minimum of the following:

(1) Clothing to cover the complete body except head, neck, and arms below the point of the shoulders.

(2) An OSHA approved hard hat.

(3) An orange, fluorescent red-orange, or fluorescent yellow-orange vest. For night-time conditions, the vest shall be reflective.

(4) Highly visible, reflective "STOP/SLOW" sign paddles conforming to the MUTCD.

(5) Portable, self-contained two-way radio with a range suitable for the project.

(6) Illuminated stand area of high visibility at night.

PART 3: EXECUTION

3.1 GENERAL TRAFFIC CONTROL WITHIN CONTRACT LIMITS

a. Contractor shall provide temporary traffic control as required by MUTCD, as well as applicable local and Federal regulations. All traffic control measures shall be approved and in place prior to any construction activity.

b. Temporary address signs shall be in place and visible from the street prior to the beginning of construction where existing address signs will be removed or obstructed.

c. When vehicular parking is a hazard to through traffic or to the work, furnish and place NO PARKING signs on any street which is impacted by the work.

d. Access to driveways and buildings shall be maintained at all times for residential, fire and emergency vehicles, except during owner approved stages of construction, subject to acceptable prior arrangements. Provisions and plans to allow emergency traffic such as police, fire, and disaster units shall be available at all times.

e. Contractor shall adequately warn the public at all times of existing conditions on all streets affected by work operations. The Contractor shall notify affected residents, businesses and emergency services in writing during business hours 48 hours in advance of parking removal, and/or street, driveway, and alley detour or closures. Failure to provide proper, timely notification will be grounds to deny the commencement of the work.

f. Flagged Traffic Required unless otherwise approved.

   1) Contractor shall maintain one-way intermittent flagged traffic flow during all periods of construction, unless otherwise approved in writing by the Owner's Representative and all agencies with jurisdiction.

   2) Flagging stations shall be staffed continuously during those hours requiring flaggers or until the Owner's Representative determines flagging is no longer required.

g. Provide open trenches and excavations with adequate barricades of an approved type. At night mark all open work and obstructions by lights. Install and maintain all necessary signs, lights, flares, barricades, railings, runways, stairs, bridges, and facilities for the protection of the public.

h. Contractor shall conform to all applicable local, State and Federal regulations relating to temporary traffic control and protection of the public.

i. Unless otherwise approved by the in writing by the Owner's Representative and all agencies with jurisdiction, the Contractor shall be responsible for backfilling or plating any excavations as required to open the street to through traffic at the end of each workday.

3.2 DETOURS

a. Contractor shall submit detour plans to the Owner's Representative, local and State authorities a minimum of seven (7) days (or longer where required) prior to commencement of the work necessitating the detour, and obtain approval from all regulating authorities prior to detour construction. Any detour plans or provisions shown on the construction drawings shall be considered to be minimum requirements, and do not preclude the applicable regulatory agency from requiring additional or modified measures.

b. Where required by ODOT, the Contractor shall complete a Highway Restriction notification form and submit it 28 days prior to when a restriction begins so MCTD has time to notify the trucking industry. This ODOT form is fillable online.

c. Contractor shall construct and maintain approved temporary detours to provide adequate passage of public traffic.

d. Contractor shall assume responsibility for detours within the limits of the project such as side street crossings, temporary bridges over freshly placed concrete, or utilization of one or more lanes of the construction area for maintenance of traffic.

e. Upon failure to immediately provide, maintain, or remove suitable detours or detour bridges when ordered to do so by Owner's Representative, Owner may without notice to Contractor or Surety, provide, maintain, or remove the detour and deduct costs thereof from any payments due or coming due to Contractor.

f. When detours are not available, confine operations to a width which provides for safe passage of traffic.

PART 4: SPECIAL PROVISIONS

None.

SECTION 01568
EROSION AND POLLUTION CONTROL

PART 1: GENERAL

1.1 SCOPE

a. It shall be the responsibility of the Contractor to prevent pollution of air, water and soil resulting from his operations.

b. The Contractor shall perform work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems and to prevent dust attributable to his operations from entering the atmosphere. This work shall be in accordance with Federal, State and Local codes.

c. Water containing suspended material from any part of the Contractor's operations shall be clarified before discharging to drains or streams.

d. Contractor shall procure and conform to all Federal, State and local permit requirements.

e. Noise pollution shall be minimized through the use of proper mufflers on all construction equipment.

f. The Contractor shall seed and mulch all disturbed areas or areas damaged by his operations.

1.2 CONSTRUCTION SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents and shall include, but not be limited to, the following:

1) Submittals for Review. Submittals shall include but not limited to the following:

a) If the Contractor plans to provide alternate erosion control measures from those shown & noted on the drawings, or if additional information or submittals is required by any erosion control permit associated with the project, complete erosion control plans, details, and maintenance procedures shall be submitted for review and reference by the Owner's Representative and applicable agencies.

PART 2: PRODUCTS

2.1 GENERAL

a. Dust palliatives (additives) shall conform to OSSC (ODOT/APWA) Section 00340, Watering.

b. Other erosion control structures and products as shown on the drawings.

2.2 MULCHING MATERIAL

a. When used, hydromulch shall be applied with grass seed at a rate of 2000 lbs. per acre between April 30 and June 10 or between September 1 and October 1, unless otherwise specified on the drawings or by erosion control permits. On slopes steeper than 10 percent, hydroseed and mulch shall be applied with a bonding agent (tackifier). Application rate and methodology to be in accordance with seed supplier recommendations.

b. Mulch shall be either hydromulch or finely chopped fescue or rygrass mulch conforming with OSSC (ODOT/APWA) Section 01030.15

   1) **CEREAL GRAIN STRAW** *(wheat or similar)* **IS NOT AN ACCEPTABLE SUBSTITUTE** without specific written approval.

c. When use is allowed by jurisdiction in lieu of hydroseed/hydromulch, dry, loose, weed free fescue or rygrass used as mulch shall be applied at a rate of 4000 lbs. per acre *(double the hydromulch application requirement)*. Anchor by working in by hand or with equipment (rollers, cleat trackers, etc.). Mulch shall be spread uniformly immediately following seeding, without clumps.

2.3 SLOPE PROTECTION MATTING

a. Slope protection matting shall conform with OSSC (ODOT/APWA) 00280, Erosion & Sediment Control.

b. For slopes steeper than 3H:1V but less than 2H:1V (or where slope protection matting is indicated on the drawings), the erosion matting shall be a type that has a extended term functional longevity (ie. minimum 12 months degradability) and specifically designed for use on slopes 3:1 to 2:1 to ensure that the steep slopes are protected until they have adequate vegetation cover established before the matting biodegrades away.
   - Slope protection matting shall be S150 matting by Tensar/North American Green, or approved equal.

c. For slopes 2H:1V or steeper (or where slope protection matting is indicated on the drawings), the erosion matting shall be a type that has a extended term functional longevity (ie. minimum 24 months degradability) and specifically designed for use of 2:1 or steeper slopes to ensure that the steep slopes are protected until they have adequate vegetation cover established before the matting biodegrades away.
   - Slope protection matting shall be SC150 matting by Tensar/North American Green, or approved equal.

PART 3: EXECUTION

3.1 CLEANUP OF STREETS, SIDEWALKS AND DRIVEWAYS

a. Hard surfaced streets, haul roads and (if directed by the Owner's Representative) detours and bypass roads shall be swept by automatic self-contained sweepers as required to keep them free of dirt or debris.

b. Excessive dirt on pavements shall be removed by means of hand shoveling or appropriate mechanical equipment and the area swept as directed above.

c. Sidewalks and driveways shall be cleaned by means of shovels and handbrooms or appropriate mechanical equipment.

d. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with an approved dust palliative as directed by the Owner's Representative.

e. The Contractor shall comply with the above requirements on a daily basis. If the Contractor fails to perform the above work in a satisfactory manner, the Owner's Representative may stop all work, except cleanup operations, until the Contractor has satisfactorily complied with the above requirement.

3.2 WATER DISCHARGED TO DRAINS OR STREAMS

a. The Contractor shall construct and maintain filters, sedimentation traps, or stilling basins with overflows to clarify waters containing suspended materials from fill areas, excavations, deep wells, well points and disposal sites before discharging to drains or streams.

PART 4: SPECIAL PROVISIONS

None.

SECTION 01750
PROJECT CLOSEOUT

PART 1: GENERAL

1.1 SCOPE

a. This section details the general requirements pertaining to the closeout of the construction project. Not all requirements are listed herein and the Contractor shall provide all paperwork and closeout items required by the contract.

1.2 CLOSEOUT TIMETABLE

a. The Contractor shall establish dates for equipment testing, acceptance periods, and on-site training sessions (as required under the contract). Such dates shall be established not less than 10 days prior to beginning any of the foregoing items, to allow the Owner, the Owner's Representative, and their authorized representatives sufficient time to schedule attendance at such activities. The timetable shall be presented to the Owner and the Owner's Representative in a written format.

1.3 WRITTEN RELEASES WHEN WORK IMPACTS PRIVATE PROPERTY

a. Whenever any of the work is on, through or impacts property other than that owned by the Owner (ie. private property), the Contractor shall furnish the Owner with written confirmation (from the subject property owner or proper authority representing the property owner) that the restoration of structures, utilities and/or surfaces has been satisfactorily completed.

b. Such confirmation shall be submitted prior to final acceptance of the Work by the Owner or final payment.

c. If, in the opinion of the Owner, the release is arbitrarily withheld, the Owner may at its sole discretion accept the portion of the Work involved and cause final payment therefore to be made.

d. Failure by the Owner to verify that all such written confirmations have been submitted prior to final payment shall not relieve the Contractor of the responsibility of restoring all structures, utilities and/or surfaces to the satisfaction of the subject property owner, and of correcting any problems which come to light during the warranty period.

1.4 FINAL CLEANUP

a. The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily performed the final cleanup of the site.

1.5 FINAL SUBMITTALS

a. The Contractor, prior to requesting final payment, shall obtain and submit the following items to the Owner's Representative for transmittal to the Owner:

1) Written guarantees and/or warranties, as required.

2) Completed record drawings.

3) Certificates of inspection and acceptance by local governing agencies having jurisdiction.

4) Maintenance or warranty bonds (if applicable).

5) Written releases from all parties (including private property owner's whose properties were used for yard or staging areas or were damaged) who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

6) Copies of final inspection certificates for all required building, electrical, mechanical or plumbing permits.

7) Letter from contractor listing any follow-up training, inspection or service visits required under the contract documents, and acknowledging that these training, inspection or service visits will be provided as required or requested by the Owner. The letter shall also acknowledge any final punchlist items that were deferred to a later time due to weather or other conditions.

8) Contractor's written warranty and certification letter as specified in this section.

1.6 CORRECTION OF DEFECTIVE WORK

a. The Contractor shall comply with the defective Work correction requirements contained in the General Conditions, during the construction period or during the warranty period.

b. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required corrective work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required corrective work unless the Contractor shall have obtained a statement in writing from the affected private property owner or public agency releasing the Owner from further responsibility in connection with such repair or resurfacing, including post construction settlement.

c. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the Work and the Contractor and its surety shall be liable to the Owner for the cost thereof.

1.7 FINAL WALKTHROUGH INSPECTION

a. After all preliminary punchlist items and/or non-compliance or uncompleted work items (identified in substantial completion or other inspections) have been completed, the Contractor shall submit a written request to the Owner's Representative stating that all work is complete and requesting a final inspection.

b. The Contractor shall complete and sign off all preliminary punchlist items with the Owner's Representative. The Contractor shall participate in a final walkthrough inspection with the Owner and Owner's Representative, at which time the final punchlist will be prepared.

1.8 EXISTING SURVEY MONUMENT CERTIFICATION (prior to final payment)

a. Prior to requesting final payment, the Contractor shall submit a letter certifying that existing survey monuments of record (*including but not limited to property and street monuments*) were located and marked prior to construction, and identify the licensed surveyor who performed this work.

1) If no survey monuments were removed, disturbed or destroyed during construction, the letter shall state the date on which the surveyor verified that all existing monuments checked; OR

2) If any survey monuments were removed, disturbed or destroyed during construction, the letter shall summarize the date(s) on which these survey monuments were replaced by a Registered Professional Surveyor (*retained by the Contractor*) licensed in the State of Oregon in accordance with ORS 209.150, and that required notice was provided to the County Surveyor. Photocopies of the survey documentation and/or maps submitted to the County Surveyor shall be submitted with the certification letter.

b. This requirement shall apply whether there is a specific bid item for survey monument restoration, or whether it is considered to be incidental work for which no separate payment is made.

1.9 WRITTEN WARRANTY & CERTIFICATION FOR FINAL PAYMENT

a. The Contractor shall provide a written warranty and certification letter, addressed to the Owner, but submitted to the Owner's Representative. The letter shall be substantially as follows (any changes to the wording below must be acceptable to the Owner's Representative:

City of Yachats, Oregon
PO Box 345
Yachats, OR 97498

RE: La De Da Lane Street Improvements

To Whom It May Concern:

We the undersigned do hereby certify and warrant that all materials and equipment supplied and installed, and all work performed under the terms of the Contract Documents, was in conformance with the construction drawings & specifications except as otherwise approved in writing by the Owner's Representative. The general project warranty begins at substantial completion (as determined by the Certificate of Substantial Completion) and is in effect for a period of two (2) year(s). This general project warranty period does not limit or reduce any manufacturer's warranty which may be longer than the general project warranty (for equipment or systems which were provided and installed under this contract).

Where a separate Certificate of Substantial Completion is issued for different phases of the project, the term of the general project warranty is based on the date of substantial completion granted for each phase. All other work constructed after substantial completion shall be warranted for not less than two (2) year(s) from date of installation, or the end of the general project warranty period, whichever is longer.

All materials & equipment installed were new and in good working condition at the time of substantial completion. All work is free from defects, and conforms to specifications provided in the Contract Documents. If, during the warranty period, any work is found to be defective or not in conformance with the requirements of the Contract Documents, we will promptly remedy, at our expense, any and all defects or deficiencies, and will pay for any damage to other work resulting from occurrence of said defects or the correction of same, upon written notice from the Owner.

This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by us, improper or insufficient maintenance, improper operations and normal wear & tear under normal usage.

We also certify that:

1. Where required under ORS 279C.800-870, payment to laborers, workers, mechanics or other applicable personnel employed by the Contractor or subcontractor on this Work was not less than the prevailing wage rates specified in the Contract Documents; and
2. All claims and indebtedness for material and labor and other services performed and/or completed in connection with these Specifications have been paid, except for work by subcontractor(s) for which a portion of such payment (or retainage) is withheld by Contractor pending final acceptance of said subcontractor's work and final payment/release of retainage by Owner; and
3. All moneys due the Industrial Accident Fund (ORS 279C.505), the State Unemployment Compensation Trust Fund (ORS Chapter 657), the State Department of Revenue (ORS 279C.505 and ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid; and
4. All permit final inspections and approvals are complete; and
5. Contractor has contacted all parties affected by the work (including agencies with jurisdiction, as well as public & private property owners whose property was utilized by the Contractor or on whose property work was conducted) and has verified that all restoration work has been completed to the approval of each of the affected parties, wherein each has jurisdiction; and
6. Contractor releases and discharges City of Yachats of and from all liabilities, claims, obligations and actions arising under the Contract, including any and all claims by third parties because of the performance of the Work; and
7. Contractor and the surety for this Contract shall defend, indemnify and save City of Yachats harmless from any liability or expense because of any claim on any Bond or any other claim related to the Contract or the Work; and

8. There have been no unauthorized substitutions or assignment 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;

Sincerely,

_____

Contractor

cc: Westech Engineering, Inc.

b. Unless a performance bond is provided that remains in effect through the warranty period, a warranty/maintenance bond for the face value of the Contract shall be provided to the Owner for the full warranty period. The bond shall guarantee performance of the contract provisions required in the Contract Documents, including Article 13 of the General Conditions.

c. The Contractor's request for final payment shall be accompanied by an executed copy of the Contractor's Certification form included at the end of the Information For Bidders section herein.

PART 2: PRODUCTS (NOT USED)

PART 3: EXECUTION (NOT USED)

PART 4: SPECIAL PROVISIONS

None.

SECTION 01800
SURVEY WORK DURING CONSTRUCTION, BY CONTRACTOR

PART 1: GENERAL

1.1 SCOPE

a. This section includes furnishing of all labor, materials, equipment and services necessary for the completion of Construction Survey Work in accordance with the Contract Documents and as required to complete the work.

1.2 RESPONSIBILITY OF CONTRACTOR TO RETAIN SURVEYOR

a. The Contractor shall retain and pay for the services of a registered Land Surveyor (licensed in the State of Oregon) to locate and mark existing survey monuments of record (and replace disturbed survey monuments as required), as well as to establish construction control and perform construction surveys as required to establish the locations, lines and grades of curbs, grading, pipelines, structures, appurtenances and other improvements indicated on the drawings or specified.

b. The Contractor and the Contractor's surveyor shall be responsible for reviewing the drawings and verifying that the grade & invert elevations (including existing invert elevations), stations and slopes listed on the drawings correspond (and match existing or new finish grades as applicable), as well as conforming with all requirements of this and related sections.

c. The Contractor and the Contractor's surveyor shall be responsible for reporting any discrepancies to the Owner's Representative far enough ahead of construction to allow Owner's Representative to review and make necessary adjustments without delaying the work.

d. The Contractor shall be responsible for layout of the work and transferring elevations from the construction control provided by the Surveyor as required to properly complete the construction of all improvements included in this project.

e. The Contractor's surveyor shall be responsible for conducting an as-built survey for preparation of the as-built drawings if required under Section 01043.

f. Responsibility of Contractor's Surveyor Regarding Existing Survey Monuments.

1) The Contractor's surveyor shall be responsible for determining the location of survey monuments that need to be located and marked for protection or replacement as specified herein. Existing survey monuments which are not at risk of being disturbed by the Contractor's construction activities are not required to be located and marked.

2) Any failure by the Contractor's surveyor in fulfilling these responsibilities to locate, tie and/or mark existing survey monuments shall not entitle the Contractor to additional contract time or additional compensation.

1.3 MARKING & PROTECTION/REPLACEMENT OF PERMANENT SURVEY MONUMENTS

a. Prior to construction, the Contractor's Surveyor shall be responsible for researching, locating and marking all existing survey monuments of record (including but not limited to property and street monuments) and permanent elevation benchmarks which may be at risk of being disturbed by the Contractor's construction activities. This shall include those which may be impacted by construction activities (whether or not the monuments are shown on the construction drawings).

b. Contractor shall not disturb permanent survey monuments, lot stakes, or permanent elevation bench marks unless arrangements have been made to have his surveyor replace said survey markers after construction as noted herein. The Contractor's Surveyor shall be responsible for providing the County Surveyor with any required notice and/or maps as required under ORS 209.140-155. Contractor and Contractor's Surveyor shall bear the responsibility of replacing any survey monument disturbed by construction activities (whether removed with or without the consent or knowledge of the Owner's Representative).

c. If any survey monuments of record are removed, disturbed or destroyed during construction of the project, the Contractor shall retain the services of a registered Professional Land Surveyor licensed in the State of Oregon to reference and replace all such monuments in accordance with ORS 209.150. The Contractor shall be responsible paying all costs related to the replacement of disturbed survey monuments of record.

d. Each monument shall be replaced within a maximum of 90 days of its being removed, disturbed or destroyed as may be required by ORS 209.140-155. The surveyor shall notify the County Surveyor in writing of all such monuments replaced, and provide all documentation required by the County Surveyor, and pay any applicable recording fees. All monument replacement work shall be completed prior to final payment by the Owner. No separate or additional compensation will be provided for monument replacement work.

e. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument box is located, Contractor shall adjust the monument cover to the new grade at no expense to the Owner.

1.4 SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents and shall include the following,

b. Submittals for Record.

1) During Construction. Copies of construction survey cut sheets shall be provided to the Owner's Representative for reference during construction (faxed or emailed copies are acceptable). Receipt and/or review of these survey cut sheets by the Owner's Representative does not relieve the Contractor of his responsibility to review and confirm all elevations, grades, slopes, etc., and to notify the Owner's Representative of any discrepancies or conflicts.

2) Following Construction. Certification letter regarding the location and marking of existing survey monuments of record (and replacement of any disturbed monuments) as required under Section 01750, as well as documentation regarding any required notice provided to the County Surveyor. A copy of survey documentation and/or maps submitted to the County Surveyor (pertaining to replacement or restoration of survey monuments, if any) shall be submitted with the certification letter.

1.5 RIGHT-OF-WAY, EASEMENT & PROPERTY LINE MARKING

a. When the Contractor performs construction in a work zone that is within less than 8 feet of a right-of-way or easement boundary (or within less than 8 feet of a property line for work on private property), the Surveyor shall place tall stakes or lathe (properly identified & marked) on either end of such a work zone, as well as at points of change in width or direction of the right-of-way or easement line (or property line), and at points along the line so that at least two stakes can be seen distinctly from any point within the work area limits.

b. If the work zone is longer than 50 feet, the boundary marker lathe shall be installed at 50 foot maximum intervals, or closer if required to meet the requirements noted above.

PART 2: PRODUCTS

2.1 SURVEY EQUIPMENT

a. The surveying equipment used for construction staking, layout of the work and transferring elevations from the construction stakes shall be able to operate within the tolerance limits set by the technical specifications. The Contractor and Contractor's Surveyor shall be responsible for verifying that the equipment is in proper working order and adjustment during all phases of the work. The Owner's Representative may at any time during the project require the Contractor's or Contractor's Surveyor's equipment to be checked for accuracy.

2.2 DIGITAL INFORMATION AVAILABLE FOR USE BY CONTRACTOR'S SURVEYOR

a. If requested by the Contractor's surveyor, the Engineer will make available the following digital survey & design data for use by the Contractor's surveyor.
   1) ASCII point file of the topographic survey and control points.
   2) XML file of the design to include surfaces, alignments, profiles, & pipe networks.
   3) pdf plots of the current construction drawings.
   4) AutoCAD drawing files

b. No further digital data will be provided to the Contractor or Contractor's surveyor.

c. The use of the electronic (digital) information transmitted herewith is intended for reference for this specific project, and is not to be used for other projects. The electronic media and/or electronic files shall remain the property of the Engineer and is subject to its copyright. Under no circumstances shall delivery of the electronic files for use by the Contractor or the Contractor's surveyor be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

d. Any electronic files provided are not construction documents. Differences may exist between these electronic files and corresponding hardcopy construction documents. Construction shall be based on the stamped hard-copy design drawings produced by Westech Engineering, Inc. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by Westech Engineering, and the electronic files, the signed or sealed hard-copy construction documents shall govern. Contractor is responsible for determining if any conflicts exist. Use of these electronic files does not relieve Contractor of Contractor's duty to fully comply with the contract documents including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate work with that of other contractors for the project. No revisions shall be made to the design without the express written consent of the Design Engineer whose stamp is on the hard-copy design drawings.

e. The electronic files are based on computer aided design (CAD) documents compatible with AutoCAD, based on Engineer's specific software configuration & settings. We make no representations regarding the accuracy or completeness of the electronic files received by Contractor or Contractor's surveyor, or compatibility with any computer or software you may use. By such request of and use of electronic files, Contractor and Contractor's Surveyor explicitly acknowledge that he understands that any translation of CAD data from one computer system, operating system or environment to another (or conversion from one CAD version or Civil 3D/XML data structure to another) can and often does result in the loss of important data. This loss can include but may not be limited to: portions of text and dimensions; the existence, location or scale of symbols or other elements of graphics; the internal structure of the data including layers and data attributes; the style or weight of lines; or the completeness, accuracy and/or functionality of Civil 3D data.

f. By such request of and use of electronic files, Contractor and Contractor's Surveyor further acknowledge that, while all digital CAD data appears to be extremely accurate, this apparent accuracy is an artifact of the techniques used to generate it and is in no way intended to imply actual accuracy. All users of this data take full responsibility for verifying (against the stamped hard-copy design drawings) the correctness of all measurements, areas, inventories, etc. digitally extracted from this data. For example, where shown on the drawings, offset dimensions shall take precedence over the digitally scaled location of structures and utilities. Revisions to the design may be made subsequent to the transmission of this data. It is the responsibility of the user to identify and make all required revisions or corrections to this data required by subsequent design revisions by Westech Engineering.

g. Any use or reuse by Contractor or by others will be at Contractor's sole risk and without liability or legal exposure to Westech Engineering, Inc. Contractor and Contractor's Surveyor agree to make no claim and hereby agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless Westech Engineering, Inc. (including Westech's officers, directors, employees, agents, or sub consultants) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising out of or resulting from Contractor's use of these electronic files. In no event shall Westech Engineering, Inc. be liable for any loss of profit or any consequential damages as a result of use or reuse of these electronic files by Contractor or any party to whom Contractor provides these files.

PART 3: EXECUTION

3.1 GENERAL

a. The Contractor shall be responsible for coordinating and providing sufficient advance notice to allow Contractor's Surveyor adequate opportunity to complete field surveying prior to construction.

b. The Contractor shall be responsible for layout of the Work shown on the drawings or as altered or modified by the Owner's Representative, and for transferring alignments, locations and elevations from the construction stakes set by the Surveyor. The Contractor shall use competent personnel and suitable equipment for the layout of the work required.

c. The Contractor's Surveyor shall establish baselines and benchmarks that in his judgment will enable the Contractor to proceed with the work. This will include establishing construction control, layout lines, and performing initial construction surveys to establish the lines, locations and grades of pipelines and/or roads, structures and appurtenances at appropriate intervals, on offset lines as determined by the Contractor.

d. Contractor's Surveyor shall provide survey cut sheets to the Contractor and the Owner's Representative. Marked lathe shall be provided by the Contractor's Surveyor for all construction hubs (offset hubs or elevation hubs) set by the Surveyor.

e. Pavement and/or Curbs. Construction stakes for line and grade of pavement and/or curbs shall be set at a maximum of 50-foot intervals for curb grades of 0.5% or steeper and 25 feet intervals for curb grades less than 0.5% and at low and high points of vertical curves to assure conformance to plan line and grade.

f. Pipelines, Utilities or Associated Improvements, Construction stakes for line and grade of pipelines, utilities or associated improvements shall be set at a maximum of 50-foot intervals (or closer if required to assure conformance to plan line and grade), as well as at all horizontal angle points, grade changes, manholes, catch basins, inlets, valves, meters, vaults or other structures.

g. Buildings, Slabs, Vaults, Etc. Construction stakes for use as horizontal & vertical points shall be set for all buildings, slabs, vaults or other structures, sufficient to allow the contractor to establish stringlines or other means to accurately locate such improvements, as well as allowing the location of conduits, pipes, or other improvements installed prior to form installation to be accurately set.

h. The Contractor shall preserve and protect the construction stakes or markers set by the Surveyor until their purpose has been served. Any survey construction stakes or markers that are destroyed or disturbed by the Contractor beyond use, and that are essential to the project or prosecution of the work, shall be replaced by the Surveyor at the expense of the Contractor.

3.2 VERIFICATION OF NEW CURB GRADES ALONG EXISTING STREETS

a. Where new curbs (or curb & gutter) are installed along existing streets, the Contractor's surveyor shall be responsible to verify that the curb/gutter grades match the existing edge of pavement (or sawcut edges as applicable), based on the design street cross slopes shown on the drawings and the specified curb exposure. Any discrepancies shall be reported to the Owner's Representative prior to installation of curb forms or final setting of string-line, and the curb grades adjusted as required to conform with direction from the Owner's Representative prior to concrete placement. Any such adjustment required shall be at no additional cost to the Owner.

b. If the Contractor or his surveyor fails to verify grades as specified herein, curbs which are placed too high or too low shall be removed and replaced at no additional cost to the Owner, and such failure shall not entitle the Contractor to additional contract time.

3.3 VERIFICATION OF INVERT ELEVATIONS FOR EXISTING GRAVITY PIPELINES

a. Where new gravity pipelines connect to existing manholes, catch basins or other junction structures, the Contractor 's surveyor shall be responsible to verify that the existing invert elevations at such structures match the elevations shown on the drawings. Any discrepancies shall be reported to the Owner's Representative prior to installation of the new pipelines, to allow the grades to be adjusted if required to conform with direction from the Owner's Representative. Any such adjustment required shall be at no additional cost to the Owner.

b. If the Contractor or his surveyor fails to verify invert elevations as specified herein, pipelines which are placed too high or too low shall be removed and replaced at no additional cost to the Owner, and such failure shall not entitle the Contractor to additional contract time.

PART 4: SPECIAL PROVISIONS

None.

DIVISION 2

UNDERGROUND, PAVEMENT AND SITE WORK

SECTION 02055
SITE DEMOLITION & SALVAGE

PART 1: GENERAL

1.1 SCOPE

a. This section includes all demolition, removal and/or abandonment of existing above and below grade structures and appurtenances as designated on the drawings or as necessary to clear space for new construction and/or to rehabilitate existing construction.

b. The work specified under this section includes but is not limited to the following, including removal of materials from the site:

1) Demolition and removal of designated site utilities, structures, retaining walls, foundations, etc.

2) Demolition and removal of pavements, curbs and gutters, drainage structures, signage, sidewalks, landscaping or similar improvements.

3) Filling or removal of underground tanks and piping.

4) Cutting, capping and removal of existing piping, valves and appurtenances, or existing utilities as required.

5) Filling voids in subgrade created as a result of removals or demolition.

c. This section also specifies the salvage of equipment as indicated on the drawing, as specified herein or as designated by the Owner. Attention is directed to the requirements for maintaining operation of the existing facilities during construction. The Work includes transporting salvaged material and equipment to the designated local drop-off site where applicable.

1.2 SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents and shall include the following:

1) When the material and debris resulting from the Contractor's operations are disposed of at locations off the project, the Contractor shall obtain and submit written permission from the Owner of the property upon which the materials and debris is to be placed. Contractor shall provide executed copy of permit to dispose of waste materials from appropriate jurisdictions.

2) An accurate record of actual locations of all existing utilities and subsurface obstructions which are to remain in place shall be submitted to the Owner's Representative prior to final acceptance of the project.

3) A time schedule for all demolition work. The schedule shall show demolition in relation to new construction, including any temporary facilities. The demolition and procedures schedule shall be submitted in accordance with Section 01300.

1.3 COORDINATION AND CONTROL

a. The Contractor shall:

1) Conform to all Federal, State and local laws and regulations for demolition, safety of adjacent facilities, dust control, runoff control, and disposal.

2) Obtain all required permits and licenses and pay all associated fees including disposal charges.

3) Notify affected utility companies before starting work and comply with their requirements.

b. Contractor shall:

1) Not close or obstruct roadways, sidewalks or hydrants without permits.

2) Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

3) Test soils around buried tanks for contamination.

1.4 JOB CONDITIONS

a. Structures to be demolished shall be discontinued in use and vacated prior to start of demolition work.

b. The Owner assumes no responsibility for actual condition of the facilities or structures to be demolished. Prior to the submittal of bid, the Contractor shall visit the site and inspect all facilities to become familiarized with all existing conditions and utilities and to verify the correctness of the drawings.

c. Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable. Variations within structures may occur by Owner's removal and salvage operations prior to start of demolition work.

d. Items of value to Contractor (which are not designated by the Owner to be salvaged and delivered to the Owner) are to be removed from the site by the Contractor. Storage or sale of removed items will not be permitted on site and shall not interfere with any other work specified in the Contract Documents.

PART 2: PRODUCTS

None

PART 3: EXECUTION

3.1 GENERAL

a. The contract drawings identify the major equipment and facilities to be removed. Auxiliary utilities such as water, air, drainage, lubrication oil, electrical wiring, controls, and instrumentation are not necessarily shown. These auxiliary utilities, as well as all equipment and pipe supports and all associated wiring, conduits, instrumentation devices pertaining to piping or equipment designated to be removed shall also be removed.

b. Unless otherwise specified, the Contractor shall demolish and remove existing below grade improvements, structures and concrete slabs on grade to a minimum depth of two (2) feet below proposed subgrade, or below existing grade in areas outside of excavation or fill limits.

c. Unless otherwise shown or specified, excavation resulting from demolition and removal operations shall be backfilled with clean earth or crushed gravel and compacted to ninety five percent (95%) of maximum dry density per AASHTO T-180 (Modified Proctor/ ASTM D1557). Burial of debris shall be prohibited unless otherwise shown or directed.

d. Excavated areas shall be graded to adjacent existing levels and left smooth, clean, free draining and free of debris as approved by the Owner's Representative.

e. Contractor shall conform to all Federal, State and Local laws when abandoning wells, septic tanks and fuel tanks.

f. Existing structures and equipment which are damaged in appearance and/or function by performance of demolition work shall be replaced or repaired to Owner's Representative approved condition by the Contractor at no additional cost to the Owner.

3.2 BURNING

a. The use of burning at the project site for the disposal of refuse, debris, and waste materials will not be permitted.

3.3 PROTECTION OF EXISTING FACILITIES

a. Contractor shall provide, erect, and maintain temporary barriers and protection as necessary.

b. Existing landscaping materials, appurtenances and structures that are not to be demolished shall be protected from damage. Damage caused by demolition operations shall be replaced or repaired at no additional cost to Owner.

c. Contractor shall provide bracing and shoring as required to prevent movement or settlement of adjacent structures, as well as above grade or below grade utilities. Bracing and shoring shall be Contractor's design.

d. The location of all utilities shall be marked prior to demolition. Contractor shall protect and maintain in safe and operable condition the utilities to remain, and prevent interruption of existing utility service except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities.

e. Contractor shall clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the work.

f. During demolition Contractor shall conform to all Federal, State and local laws and regulations for erosion and pollution control.

3.4 SALVAGE

a. Prior to demolition the Contractor shall carefully remove, for reuse by the Owner, any items so identified by the Owner. Contractor shall notify the Owner in writing two weeks in advance of demolition to allow for field identification by the Owner of salvage items.

b. All salvaged items shall be removed in their largest pieces that can be easily handled and stored by the Owner's personnel. The Contractor shall deliver these items to the local location designated by the Owner. Contractor shall contact the Owner's Representative to coordinate delivery of salvaged items. All salvaged mechanical and electrical equipment shall be removed in a workmanlike manner and all necessary precautions shall be taken to prevent damage to the existing equipment

3.5 CONDUIT AND WIRING

a. All disconnected unused wiring shall be removed from the conduits back to their source and any remaining unused conduit shall be capped at a convenient location.

3.6 PAVEMENTS, SIDEWALKS, CURBING AND SIMILAR STRUCTURES

a. Removal of existing pavements, sidewalks, curbing and similar structures shall end at an existing joint or a sawed joint. Sawed joints shall be straight, neat and free from chipped or damaged edges.

b. For removal of non-reinforced concrete adjacent to concrete that is to remain, the saw cut shall be the full thickness of the concrete.

c. For removal of reinforced concrete, the depth of saw cut shall be sufficient to cut all steel unless specified otherwise.

d. If the concrete is coated with a bituminous surface or other material, the depth of saw cut shall be sufficient to cut into the concrete, not including the coating depth, as specified above.

3.7 EXCAVATION OF RIGID PAVEMENT

a. The Contractor shall excavate rigid pavement, consisting of concrete or concrete base with a wearing surface of brick or bituminous concrete, wherever such excavation is required for the purposes of this Contract.

b. Pavement shall be excavated to neat lines and to widths required for trenches for pipe laying and for construction of structures. Adequate provision shall be made to prevent settlement and breakage of pavement beyond the approved limits of excavation. Concrete pavement shall be cut with a concrete saw in conformance with this section.

c. All pavement broken or damaged beyond the limits above stated, or the approved extension thereof, shall be replaced by the Contractor at his expense.

3.8 MANHOLES, CATCH BASINS, INLETS AND SIMILAR STRUCTURES

a. Unless otherwise noted on the drawings, existing manholes, catch basins, inlets and similar structures designated to be removed shall be completely removed unless otherwise noted on the drawings.

b. Manholes, catch basins, inlets and similar structures designated to be abandoned shall be removed to an elevation of at least four (4) feet below ground surface or two (2) feet below the finished subgrade, whichever is greater. The remaining void shall be filled with granular backfill material compacted to ninety five percent (95%) of maximum dry density per AASHTO T-180 (Modified Proctor/ ASTM D1557).

c. All sewer openings in manholes located on sewer lines shall be plugged with 3300-PSI concrete. Length of all concrete plugs shall be a minimum of one and one-half (1-1/2) times the diameter of the pipe.

d. In-service sewers connected to structures removed or abandoned shall be rebuilt through the area with new pipe. Sewer flow shall be maintained between removal and replacement operations. Abandoned sewers shall be sealed and made watertight with concrete plugs as specified above.

e. All castings salvaged from abandoned or removed structures shall become the property of the Contractor unless otherwise shown or directed.

f. The Contractor shall replace, at no cost to the Owner, materials lost or damaged by negligence or by the use of improper methods.

3.9 GUARDRAIL AND FENCE

a. Existing guardrail and fence shall be carefully dismantled and stored for reuse or for salvage by the Owner unless otherwise shown or directed.

b. Wood posts and other materials not considered salvageable by the Owner's Representative shall be disposed of by the Contractor.

c. The Contractor shall replace, at no cost to the Owner, material lost or damaged by negligence or by the use of improper methods.

3.10 DISPOSAL OF DEBRIS

a. Contractor shall not allow debris and/or excess material to accumulate. All debris shall be hauled away from the site as soon as removed.

b. All debris resulting from demolition operations (i.e. broken concrete, masonry, pipe, miscellaneous metal, trees and brush, etc., as well as mechanical and electrical equipment not designated by the City for salvage) shall be trucked from the work site by the Contractor and disposed of at spoil sites in a legal manner, in full compliance with all Federal, State and local laws and regulations.

c. The Contractor shall police the hauling of debris to ensure that all spillage from trucks is promptly and completely removed and cleaned up.

d. During and upon completion of the demolition and salvage operations, the Contractor shall promptly remove unused tools and equipment, surplus materials, rubbish, debris, and dust and shall leave work areas in a clean condition.

e. The Contractor shall not sweep, grade, or flush surplus materials, rubbish, or debris into storm drains, channels, lakes, or streams.

3.11 MAINTENANCE OF OWNER'S OPERATIONS

a. Demolition shall be scheduled and performed in strict conformance with these Specifications and in a manner which results in no interruption of Owner's normal operations beyond that provided for and approved by the Owner. The date and time of commencing the separate items of demolition work shall be submitted to the Owner's Representative for review, and no demolition work shall commence until the Owner's Representative's approval of date and time is given.

b. All equipment, labor and material costs which are made necessary by the requirements of the Contractor's sequence of operations shall be borne by the Contractor.

3.12 USE OF EXPLOSIVES

a. The use of explosives for the work of removal of structures and obstructions is PROHIBITED.

PART 4: SPECIAL PROVISIONS

None.

SECTION 02100
CLEARING AND GRUBBING

PART 1: GENERAL

1.1 SCOPE

a. This section includes grubbing, stripping and otherwise clearing of the construction site in accordance with the drawings and as specified herein or ordered.

b. This work includes the removing and disposal of all trees, roots, stumps, vegetation and debris as necessary to accommodate new construction or to grade the site and the preservation of all vegetation and other objects designated to remain.

1.2 SUBMITTALS

a. Spoil Site Permit: When the material and debris resulting from the clearing and grubbing operations are disposed of at locations off the project, the Contractor shall obtain written permission from the Owner of the property upon which the material and debris is to be placed. Contractor shall also obtain any required permits to dispose of waste materials as required by appropriate jurisdictions. Upon request by the Owner, the Contractor shall submit copies of the written permission and permits.

1.3 PROTECTION

a. The Contractor shall provide the necessary protection to prevent damage, injury or loss of property at the site or adjacent thereto, including wetland areas, trees, shrubs, lawns, walks, pavements, roadways, monuments, structures and utilities not designated for removal, relocation or replacement in the course of construction.

PART 2: PRODUCTS

2.1 MATERIALS

a. Paint required for cut or scarred surfaces of trees or shrubs designated to remain shall be a suitable product designed for the specific application.

PART 3: EXECUTION

3.1 GENERAL

a. Information on the drawings showing existing conditions does not constitute a guarantee that other items may not be found or encountered. All such items not shown on the drawings or specified to remain shall be removed as a part of this contract at the expense of the Contractor.

b. Verify actual field conditions. Inspect related work and adjacent surfaces. Report all conditions which prevent proper execution of this work to the Owner/Owner's Representative.

c. All materials and work shall conform to the requirements of the Building Code and other agencies of the governing body having jurisdiction over the work.

d. Contractor shall obtain permits and inspections and pay all fees required for this work.

e. All companies or authorities owning conduits, wires or pipes running over or under property shall be notified so that arrangements can be made for the removal of any utilities and the capping of any pipes that are to be abandoned. Record location of caps.

f. Existing trees to remain, as noted on plans or as noted below. Do not disturb or dig into root system.

3.2 CLEARING AND GRUBBING

a. Only those trees and shrubs shall be removed that are in actual interference with excavation or grading work (or within clearing limits shown on the drawings), and such removal shall be subject to approval by the Owner's Representative. The Owner's Representative reserves the right to order additional trees or shrubs removed at no additional cost to the Owner if, in his opinion, they cannot be maintained or have been damaged by the Contractor's operations.

b. Clear area within work limits of all surface vegetation, including trees, stumps, down timber, brush, roots, weeds, grasses and deleterious matter.

c. Clear and remove all internal fences from the site. Perimeter property line fences to remain in place unless otherwise shown or directed.

d. All trees, stumps, vegetation and debris which are NOT designated to remain shall be cleared and/or grubbed. Stumps and root balls within improved areas or areas with engineered fills shall be removed completely, as well as all significant roots (generally ¾" or larger in diameter) and other interfering objects, to the satisfaction of the Owner's Representative.

e. Special grubbing treatment in areas with non-engineered fills to be as follows:

1) Undisturbed stumps, roots and non-biodegradable solid objects which will be at least 3 feet below the final subgrade or embankment surfaces will not require removing, providing they do not extend more than 6 inches above the existing ground surface.

2) In locations to be seeded, stumps, roots and other protruding obstructions shall be removed to a minimum of 6-inches below the final ground surface.

f. Remove no trees, shrubbery or other vegetation outside of designated clearing limits. Trees and shrubs not designated for removal to be protected from damage during clearing and grubbing operations. Unless otherwise approved by the Owner's Representative, protect roots 2-inches in diameter or larger on trees to remain (such roots shall be neatly cut where removal is required).

g. Tree branches which extend into the work areas within 8 feet vertically from finish grade shall be clean-cut off next to the trunk and the cuts shall be treated with an approved tree sealant.

h. The clearing and grubbing shall extend 5 feet beyond the top of the backslope and/or toe of embankment, unless otherwise shown or directed.

i. At all times, the Contractor shall remain within the property lines and/or easement areas.

j. Except in areas to be excavated, all holes resulting from the clearing and grubbing operations shall be backfilled and compacted in accordance with applicable sections contained herein.

k. All timber shall become the property of the Contractor unless otherwise specified.

l. Protect existing facilities, adjacent properties and survey monuments from damage.

m. Comply with safety requirements per Federal, State and local codes.

n. Cleanup adjacent work areas of all litter and debris resulting from the Contractor's operations under this section.

3.3 STRIPPING

a. Areas of excavation or embankment shall be stripped a minimum of six-inches of roots, sod, grass, crop residue, decayed vegetable matters and other organic materials, unless otherwise shown or directed.

3.4 DISPOSAL OF DEBRIS

a. Debris resulting from the clearing and grubbing operations shall be disposed of at spoil sites in a legal manner, in full compliance with applicable codes and ordinances. Stumps, branches, roots, etc. shall not be disposed of within the project limits.

PART 4: SPECIAL PROVISIONS

None.

SECTION 02201
EXCAVATION, FILLS AND SUBGRADE PREPARATION

PART 1: GENERAL

1.1 SCOPE

a. Work shall include, but not be limited to, the following:

1) Stripping of sod and organic matter.
2) Stripping, stockpiling and placing topsoil
3) Rough grading and fine grading.
4) Excavations.
5) Fill construction.
6) Moisture control and compaction.
7) Finishing subgrade and slopes.
8) Disposal of materials.
9) Over-excavation as authorized by the Owner's Representative
10) Protection of existing & new facilities, including shoring & bracing.
11) Coordinating and obtaining all required testing & inspections.
12) Clean up.
13) Construction access roads and staging areas
14) Excavation dewatering (until backfilling or permanent improvements are complete).
15) Conformance with recommendations of project geotechnical report, or requirements of the design drawings, whichever is more stringent.

1.2 LABORATORY SERVICES & CERTIFICATION OF ENGINEERED FILLS

a. Laboratory & Compaction Testing

1) Unless otherwise specified or shown on the drawings, the Contractor shall provide laboratory services by an approved independent laboratory as described below and as noted on the drawings. The Contractor shall be responsible for obtaining & providing all samples as required to complete the work.

2) Laboratory Testing. The approved independent laboratory shall complete one moisture density curve per AASHTO T-180 (Modified Proctor/ ASTM D1557) for each type of subgrade material encountered, and for each type of fill material used on or imported to the site. The maximum dry weight and optimum moisture content shall be indicated. The cost of all retests required due to any unauthorized change in fill material shall be borne by the Contractor.

3) Field Testing. The approved independent laboratory shall test the subgrade and compacted fill material for conformance with specified "Compaction Requirements," contained herein:

a) Where tests indicate insufficient values, perform additional tests as required by the Owner. Testing shall continue until specified values have been attained by additional compaction effort. Retests shall be referenced to the corresponding failing test. The cost of all re-tests shall be borne by the contractor.

b) Identification of subgrade soils as uncompactable by the independent laboratory shall not authorize the Contractor to begin overexcavation without written authorization from the Owner's Representative.

1.3 CONSTRUCTION SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents and shall include, but not be limited to, the following:

1) Submittals for Review. Submittals shall include but not limited to the following:
   a) Certification that material conforms to the requirements contained herein.
   b) Laboratory test results, including sieve analysis & proctor values as applicable.
   c) Documentation that granular baserock meets the requirements of OSSC (ODOT/APWA) 02630, Base Aggregate where applicable.
   d) Location of each material source for Owner's Representative's approval.
   e) Geotextile certification shall conform with Level B requirements per OSSC (ODOT/APWA) 02320.10.c.2.

2) Submittals for Record
   a) Field compaction test results.

3) The following documentation shall be required when uncompactable soils are identified by the Owner's Representative.

   a) Photocopy of the applicable portion(s) of the construction drawing plan sheet(s) with the approximate areas of uncompactable soils shown and bubbled. Stationing shall be indicated where available.

   b) Dimensions of the areas of uncompactable soils, including proposed depth of overexcavation.

   c) If the uncompactable soils are identified by the independent testing laboratory, the contractor shall submit the date and time of the field visit when the uncompactable soils were identified, along with the name of the laboratory representative.

PART 2: PRODUCTS

2.1 GEOTEXTILE FABRIC

a. Unless otherwise specified or noted on the drawings, geotextile fabric shall conform OSSC (ODOT/APWA) 02320, Geosynthetics, with minimum property values conforming to Table 02320-1. Per OSSC (ODOT/APWA) 02320.10.c.2, if submittal information lists typical or average roll values instead of minimum average roll values, the specified table values under OSSC (ODOT/APWA) 02320 shall be increased by 25%.

b. Unless heavier fabric is specified or noted on the drawings, reinforcement fabric (for over-

excavation or under embankments) shall be non-woven fabric (Propex Geotex 1001, Mirafi 1000N, Linq 250EX or approved equal). Slit film fabrics are not allowed.

c. Unless heavier fabric is specified or noted on the drawings, separation fabric (where successful proofroll allows compaction testing of subgrade to be waived) shall be non-woven fabric (Propex Geotex 701, Mirafi 170N, Linq 160EX or approved equal). Slit film fabrics are not allowed.

2.2 STRIPPINGS

a. Stripping defined as organic matter such as peat, roots, sod, grass, crop residue, vegetative matter or other materials that cannot be compacted to specified density into a stable mass.

b. Limits of stripping subject to the Owner's Representative's approval.

c. Stripping materials to be disposed of off-site unless otherwise noted or directed by the Owner's Representative.

2.3 TOPSOIL

a. Topsoil is defined as surface soil with organic material, free of subsoil, stones or hard earth 1 inch or larger, free of noxious weeds, roots, sticks or other extraneous material. Topsoil is typically found in depths between 3 and 18 inches below original ground surface, unless otherwise described in the site-specific geotechnical report.

2.4 EXCAVATIONS

a. Common excavation defined as all material not classified as rock excavation.

b. Rock excavation shall be defined as follows:

1) "Rock excavation shall consist only of that solid bedrock or ledge rock and boulders over two (2) cubic yards in volume which cannot be removed by a D8K (or approved equal) with four barrel hydraulics and dual rippers or 90,000 pound class Excavator (P.C 400 Komatsu or 450 John Deere or approved equal) with single shank ripper on back of bucket, which shall not be more than thirty-six inches (36") in width, but which requires systematic drilling and blasting or the use of rock splitters, pneumatic hammers and wedges. All D8K's and 90,000 pound class Excavators shall be in excellent operating condition and operated by personnel competent to operate like machinery."

2) Removal of existing concrete and asphalt does not qualify as rock excavation.

2.5 ENGINEERED FILLS AND EMBANKMENTS

a. Select native materials available from excavations and borrow areas after stripping.

b. All materials shall be free of organic matter, sod, soft or spongy earth, clods, large rocks, or broken pavement fragments, etc., which would preclude compaction at specified density into a stable mass.

c. All materials shall be within moisture content range necessary to achieve specified compaction.

d. Fill materials at all times shall be subject to approval of the Owner's Representative.

e. Materials judged unsuitable to be disposed of off-site as provided herein.

f. Subject to approval of the Owner's Representative, materials may also include gravel if wet weather prevents use of excavated materials.

2.6 CURB & SIDEWALK BACKFILL

a. Backfill behind curbs or sidewalks (and material for dressing up disturbed areas behind curbs or sidewalks) shall be approved native organic topsoil free of rocks, roots, debris or other debris.

b. All materials shall be free of organic matter and fragments that would interfere with smooth finish and landscaping. Topsoil backfill and grading are the responsibility of the Contractor.

2.7 IMPROVED AREAS

a. Improved areas are site areas that are to be covered with an improved surface, including but not limited to the following:
   1) Public or private streets and sidewalks
   2) Building crushed rock pads, floor slabs and/or foundations
   3) Vehicle parking or driveway areas
   4) Truck docks or truck turnarounds
   5) Emergency vehicle access drives or turn arounds
   6) Pedestrian pavement areas (gravel, AC or PCC)
   7) Utility support structures such as generator slabs, utility vaults and pump stations
   8) Playground equipment areas with permanent equipment
   9) Future improved areas when designated as such on the construction drawings
   10) Playground areas with pavement such as baseball courts, tether ball, 4-square etc.

2.8 UNIMPROVED AREAS

a. Site areas that are outside of the boundary of improved areas as defined herein. Examples of unimproved areas are as follows:
   1) Planter areas
   2) Landscaping and seeded lawn areas
   3) Sportsfield areas
   4) Open space areas
   5) Playfield areas
   6) Bioswales, detention pond or other storm water management areas
   7) Any unimproved area that is irrigated or non-irrigated

2.9 GRASS SEED AND MULCH

a. Grass seed and mulch shall conform to the requirements of OSSC (ODOT/APWA) Section 01030, Seeding, except as modified herein.

b. Seed mixtures shall be compatible with the immediately surrounding vegetation.

c. Seed mix to be approved by the Owner's Representative prior to application.

d. When used, hydromulch shall be applied with grass seed at a rate of 2000 lbs. per acre between April 30 and June 10 or between September 1 and October 1, unless otherwise specified on the drawings or by erosion control permits. On slopes steeper than 10 percent, hydroseed and mulch shall be applied with a bonding agent (tackifier). Application rate and methodology to be in accordance with seed supplier recommendations.

e. Mulch used in landscape or lawn areas shall be either hydromulch or finely chopped fescue or rygrass straw mulch conforming with OSSC (ODOT/APWA) Section 010300.15.

f. When use is allowed by jurisdiction in lieu of hydromulch (in areas other than landscape or lawn areas), dry, loose, weed free fescue or rygrass straw used as mulch shall be applied at a rate of 4000 lbs. per acre (double the hydromulch application requirement). Anchor straw by working in by hand or with equipment (rollers, cleat trackers, etc.). Mulch shall be spread uniformly immediately following seeding.

PART 3: EXECUTION

3.1 CONTRACTOR RESPONSIBILITY TO OBTAIN ALL REQUIRED INSPECTIONS

a. The Contractor shall be responsible to ensure that all inspections and testing required by the drawings, contract documents or agencies having jurisdiction are completed or witnessed by authorized inspectors prior to proceeding with subsequent work that covers or that is dependent on the work to be inspected. Work completed or covered without obtaining required inspections will be considered as unauthorized work as outlined below, and may be ordered removed at the Contractor's expense.

b. Failure to obtain necessary inspection(s) and approval(s) shall result in the Contractor being fully responsible for all problems arising from uninspected work.

c. When excess excavated material is disposed of at locations off the project site, the Contractor shall obtain all necessary permits and pay all fees for disposal of material.

3.2 PROTECTION, CONSTRUCTION ACCESS & STAGING AREAS

a. The Contractor shall provide the necessary protection to prevent damage, injury or loss of property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, monuments, structures and utilities, including both new and existing not designated for removal, relocation or replacement in the course of construction.

b. All construction operations, including but not limited to work involved in excavation, hauling, delivering and/or placing earthwork and/or baserock, delivering or storing other construction materials or equipment, shall be performed in a manner to prevent damage to subgrades or other completed or partially completed work.

c. The Contractor shall be responsible for design, construction and maintenance of any and all structures required for access to the site for construction or delivery/storage of materials, including but not limited to construction access roads and staging areas. The Owner's responsibility to provide access easements or right-of-ways to the construction site shall not be interpreted as relieving the Contractor of his responsibilities under this section.

d. Unless otherwise shown or specified, the access road and parking lot sections shown are based upon the anticipated loads following construction and not upon the loads during the construction period. Any increase in road or parking lot size, depth or sections required to accommodate the loads due to the Contractor's choice of construction methods or sequence of operations shall be the responsibility of the Contractor, and shall be supplied at no additional cost to the Owner.

e. Any advice or recommendations solicited from or given by the Owner's Representative to the Contractor shall not relieve the Contractor of any of his responsibilities under this section.

f. All site earthwork, including temporary cut slopes, shall be protected from erosion damage caused by groundwater or surface water runoff.

g. Test Pits: The Contractor shall dig such exploratory test pits as may be necessary in advance of excavation to determine the exact location and elevation of subsurface structures, pipelines and conduits which are likely to be encountered and shall make acceptable provision for their protection, support, and maintenance in operation.

h. Sheeting, Shoring and Bracing:

1) The Contractor shall furnish and install adequate sheeting, shoring, and bracing to maintain safe working conditions, and to protect newly built work and all adjacent and neighboring structures from damage by settlement.

2) Bracing shall be arranged so as not to place a strain on portions of completed work until the construction has proceeded far enough to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the Contractor shall be responsible for all damage to newly built work and adjacent and neighboring structures.

3) All sheeting and/or shoring shall be of the Contractor's design, and shall be in accordance with all Federal, State and Local codes and requirements. While the Owner's Representative may review the shoring plan to verify conformance with the specification requirements and/or recommendations of the geotechnical report, the Contractor shall remain entirely responsible for the means & methods involved with the installation and use of any shoring system, including applicability for use under any particular conditions.

i. Construction Sheeting Left in Place:

1) The Contractor shall furnish, install, and leave in place, construction sheeting and bracing when specified or when indicated or shown on the drawings.

2) Construction sheeting and bracing, placed by the Contractor to protect adjacent and neighboring structures, may be left in place if desired by the Contractor and approved by the Owner's Representative. All such sheeting and bracing left in place shall be included in the cost for excavation.

j. Removal of Water:

1) The Contractor shall at all times during construction provide and maintain ample means and devices with which to remove promptly and dispose of properly all water entering the excavations or other parts of the work and shall keep said excavations dry until the permanent facilities to be placed therein (pipelines, underground structures, pavement, footings, etc) are completed (and backfilled where applicable). In water bearing sand, well points and/or sheeting shall be supplied, together with pumps and other appurtenances of ample capacity to keep the excavation dry as specified.

2) The Contractor shall dispose of water from the work in a suitable manner without damage to adjacent property or structures.

3) Contractor shall provide silt fences, straw bales, and/or sedimentation basins as required to clarify waters prior to discharge in accordance with Federal, State and Local requirements.

3.3 TOLERANCES AND LINE/GRADE CONTROL

a. Rough grade per drawing requirements to within 0.30 feet vertically and 1.0 feet horizontally of required lines and grades at any point prior to placing underground utilities unless otherwise specified or shown on the drawings.

b. Except as otherwise noted on the drawings or specified herein, fine grade per drawing requirements to within 0.10 feet vertically and 0.30 feet horizontally of required lines and grades at any point following installation of underground utilities. Place curb backfill and dress up disturbed areas to same tolerances.

c. All finished grading surfaces to be smooth, uniform and compact. Unless otherwise shown on the drawings, straight grades shall be run between all finish grade elevations and/or finish grade contours shown on the drawings. Finish grades at transition to existing grades shall match existing grades as required to provide a smooth, free draining surface.

d. Contractor to provide sufficient survey instruments, blue tops, etc., as necessary to construct subgrades accurately within the above tolerances.

3.4 STRIPPING

a. Areas of excavation, fills or embankments shall be stripped as required of organic matter such as peat, roots, sod, grass, crop residue, vegetative matter (decayed or otherwise) or other materials that cannot be compacted to specified density into a stable mass.

b. Stripping limits shall be subject to the Owner's Representative's approval. Contractor shall place no engineered fills until stripping has been approved by the Owner's Representative. Failure to notify the Owner's Representative of unsuitable soil conditions or unsuitable material encountered during stripping or excavation shall result in the Contractor being fully responsible for all problems arising from such unsuitable soils or materials being covered over during filling or grading operations.

3.5 EXCAVATIONS

a. Excavate to lines and grades required by drawings and/or as staked in field. Sawcut and remove existing AC pavement and PCC as shown on the drawings or as required to complete the work.

b. Protect existing facilities from damage when excavating, including construction stakes and survey monuments.

c. Prior to starting excavations, the Contractor shall have appropriate equipment on site to produce a firm, smooth, undisturbed subgrade, true to grade. The bottom of excavations shall be smooth, free of loose materials or tooth grooves prior to placing the granular baserock material. Covering over or filling tooth grooves in the bottom of excavations with granular bedding material is prohibited, particularly where the subgrade consists of fine grained silt or clay material. If the equipment, means or methods provided by the Contractor do not provide excavation bottom conditions as specified, the Contractor shall stop excavation work until appropriate equipment or methods is available. Failure of the Contractor to pothole or otherwise determine soil conditions at the specified excavation depths in sufficient time to obtain appropriate equipment shall not be grounds for additional contract time.

d. All excavation cut slopes shall be finished smooth, uniform and compact. Excavate for driveways where required by drawings and/or as field determined.

e. Unauthorized over-excavation shall be backfilled at Contractor's expense in conformance with these specifications using compacted materials approved by the Owner's Representative.

f. Unless otherwise shown or specified excavation resulting from removal of existing foundations, stumps, boulders, rock or other structures shall be backfilled with clean earth or crushed granular material and compacted to ninety five percent (95%) of maximum dry density per AASHTO T-180 (Modified Proctor/ ASTM D1557). Burial of debris shall be prohibited unless otherwise shown or directed in writing by the Owner's Representative.

g. Excavated areas shall be graded to adjacent existing levels and left smooth, clean, free draining and free of debris as approved by the Owner's Representative.

h. Haul suitable excavated materials for direct placement in fill areas as designated on the drawings. Excess and waste materials shall be hauled to off-site disposal arranged for by the Contractor.

i. Stockpile or windrow topsoil separately from subsoil, as required for placement for curb backfill, planter areas and covering ballfield and/or landscaping areas. Landscaping areas shall be backfilled with a minimum of 12-inches of topsoil and open areas covered with a minimum of 12-inches of topsoil unless otherwise specified in the landscaping specifications or shown on the drawings. Landscaping and open areas may need to be stripped of topsoil to salvage a sufficient quantity of topsoil for placement as specified. Protect and maintain stockpiles until topsoil is ready for placement. All landscaping and open area subgrade shall be prepped for topsoil placement as required.

3.6 ROCK EXCAVATION

a. The use of explosives shall be prohibited. Rock excavation shall be by rock hammer, rock saw or other non-explosive method.

b. After the Contractor has removed all material that does not meet the above definition of "rock excavation," he shall notify the Owner's Representative in writing and request an inspection to verify the extent of rock excavation required. The profiling of the exposed rock surface shall be done prior to commencement of rock removal activities. It shall be the responsibility of the Contractor to mark the rock in a 25 foot maximum grid pattern and provide a laser, rod and benchmark for use in measuring the rock profiles for determining quantities. The profiling of the exposed rock surface shall be done prior to commencement of rock removal activities.

c. Excavations below design subgrade in rock shall be backfilled to subgrade with approved granular material at the Contractor's expense and thoroughly compacted.

3.7 SUBGRADE PREPARATION

a. Except as required for proofrolls, loaded trucks and other heavy construction equipment shall not be operated on subgrades incapable of supporting the loads without deflection.

b. Except as otherwise allowed herein or by the drawing details or notes, immediately following stripping and grading operations, compact subgrade to a minimum depth of 8-inches below finish subgrade elevation to 95% of the maximum dry density per AASHTO T-180 test method (Modified Proctor/ ASTM D1557). Subgrade must be inspected and approved by the Owner's authorized representative before placing embankments, engineered fills or fine grading for base rock.

c. Where compaction of subgrade is required prior to placement of fills or baserock, subgrade that is wet of optimum shall be ripped and aerated as necessary to achieve optimum moisture content for compaction to specified densities. Where compaction of subgrade is required, subgrade that is dry of optimum shall be scarified and sprinkled with water as necessary to achieve optimum moisture content for compaction to specified densities.

d. Final subgrades shall be finished smooth and uniform to required lines and grades within job tolerances prior to proof rolling or baserock placement.

e. All design subgrades shall be proof-rolled prior to placement of baserock. Unless otherwise approved by the Owner's Representative, proofrolls shall be conducted with a 10-yard dump truck fully loaded with granular baserock.

f. Where allowed by the drawing details, compaction testing of street or parking lot subgrades may be waived as outlined below.

1) If subgrade passes proof-roll but cannot be compacted to 95% optimum density per AASHTO T-180 / ASTM D1557 (or the Contractor chooses not to test the compaction), separation geotextile fabric (as specified) shall be placed on the subgrade prior to placement of the baserock. If the Contractor elects to provide the geotextile separation fabric in lieu of compacting the subgrade, the fabric shall be provided at no additional cost to the Owner. If the Contractor elects to compact the subgrade rather than provide the separation fabric, the Contractor shall not be entitled to additional compensation or contract time in order to complete the specified compaction work.

2) Granular baserock shall be graded and compacted to the specified density at the finish rock grade.

g. The Contractor shall notify the Owner's Representative immediately if soft and uncompactable native subgrade soils are encountered. Soil that is wet of optimum shall not be considered as un-compactible unless specifically approved in writing by the Owner's Representative. Native subgrade judged by the Owner's Representative as soft and uncompactable shall be over-excavated to undisturbed soil and backfilled with baserock over reinforcement geotextile fabric as required to allow compaction of upper (design) baserock section and to maintain structural integrity of native subgrade soils, and as outlined below. These provisions shall apply whether the over-excavation consists of small isolated areas, large areas or the entire street, parking lot or pad.

1) Soft or spongy subgrade that exhibits deflection under proof rolling shall be over excavated and backfilled only as directed by the Owner's Representative. It shall remain the Contractor's responsibility to notify the Owner's Representative immediately if such subgrade is encountered.

2) Over-excavation of the subgrade shall be accomplished using a large trackhoe with a smooth-edged bucket. Soils that are soft as evidenced by excessive tearing upon excavation by the trackhoe or which evidences excessive pumping under foot pressure may be considered too soft to support and compact the baserock, and additional over-excavation may be required. Excavation work shall not be conducted during nor subgrade left exposed to heavy rains. Typical minimum over-excavation required is 12-inches unless otherwise directed or approved by the Owner's representative.

3) Following over-excavation, geotextile reinforcement fabric as specified shall be placed on the subgrade prior to placement of the well graded granular baserock.

4) No equipment shall be allowed to run directly on the over-excavated subgrade until the full baserock section is in place. Baserock shall be end dumped into the excavated subgrade in a manner to provide at least the full rock section to distribute truckloads and prevent damage to the subgrade. Granular baserock to be spread in lifts using a small dozer to the full rock section indicated prior to operating loaded trucks on the section.

5) Granular baserock as specified shall be graded, and shall be compacted to the specified density at the finish rock grade.

h. Any soft spots identified by either compaction testing or which exhibit deflection under proof rolling shall be corrected and retested prior to paving or curb placement. By definition, "soft" spots are defined as any area(s) for which the required compaction specification cannot be met, or which deflect, pump or rut under loads.

i. Should inclement weather (i.e. significant rain) occur between the time the proof roll is performed and either curb placement or paving, another proof roll may be required prior to paving.

3.8 COMPACTION REQUIREMENTS

a. Compact earthwork to be at least the following densities, relative to the maximum dry density per AASHTO T-180 test method (Modified Proctor/ ASTM D1557).

1) Subgrade 95%
2) Fill and embankment lifts 95%
3) Backfill of over excavation 95%
4) Curb backfill 85%
   Under sidewalk 92%
5) Unimproved areas (planters, landscaping) ..... 82% min, 90% max

b. Each lift shall be tested and accepted prior to proceeding with the next lift. Materials not placed in accordance with these specifications shall be reconsolidated or removed and replaced, as the Owner's Representative directs and at the expense of the Contractor.

c. Contractor shall coordinate with the independent laboratory and the Owner's Representative in the performance of in-place density tests.

d. In addition to moisture-density testing, each compacted layer may be proof rolled to check for deflection or reaction and to verify that no soft or pumping areas remain in any layer or foundation soil.

3.9 MAINTAIN LOCAL TRAFFIC

a. Excavate in manner to allow local traffic flow with a minimum of inconvenience during construction.

b. Provide ramps up to existing grades as required to maintain traffic and vehicular access to existing driveways impacted by the work.

c. Store materials and equipment to avoid interruption of traffic flow or parking.

3.10 CLEAN UP & NATIVE SURFACE RESTORATION

a. Contractor to clean up site of work of all litter and construction debris caused by him following each of his rough and fine grading operations.

b. Materials judged unsuitable for placement in any fill area to be removed from site by the Contractor.

c. Contractor shall replace trees, shrubbery, flowers, and ground cover in kind to match existing as approved by the Owner's Representative.

d. Reseeding & Mulching: Contractor shall seed and mulch (hydroseed or uniformly by hand) all exposed slopes and disturbed areas which are not scheduled to be landscaped. Grass seed and mulch shall conform to the requirements of OSSC (ODOT/APWA) Section 01030, Seeding, except as modified herein. Mulch used in landscape or lawn areas shall be either hydromulch or well chopped fescue or rygrass mulch conforming with OSSC (ODOT/APWA) Section 010300.15.

1) All areas to be seeded & mulched shall be made substantially clear and free of debris, weeds, briars, sticks, loose stones greater than 1-inch, and any other debris detrimental or toxic to the growth of grass.

2) The surface soil in all areas to be seeded shall be in a condition favorable for the germination and growth of grass seed. A minimum of 1/2-inch and maximum of 1-1/2 inches of surface soil shall be in a loose condition.

3) Soil preparation operations shall be directional along the contours of the areas involved.

4) Seed and mulch shall be applied at a time approved by the Owner's Representative when conditions are favorable for germination. Seeding during periods where natural moisture is insufficient to allow germination and growth may require thicker mulch layers and watering to ensure establishment of groundcover.

PART 4: SPECIAL PROVISIONS

None.

SECTION 02231
AGGREGATE BASE ROCK

PART 1: GENERAL

1.1 SCOPE

a. This section includes furnishing all material, equipment; labor and supervision required installing aggregate baserock as specified or as shown on the drawings, including streets, driveways, parking areas, building pads, granular backfill (except trenches) around structures, etc. The terms "granular base", "granular baserock" or "granular backfill" as used herein, on the drawings or in the Contract Documents refers to aggregate base rock.

b. All preparatory work and incidental work required to properly complete the work shall also be included under this section.

1.2 LABORATORY SERVICES

a. Unless otherwise specified or shown on the drawings, the Contractor shall provide laboratory services by an approved independent laboratory as described below and as noted on the drawings. The Contractor shall be responsible for providing all samples as required to complete the work.

b. Laboratory tests shall be performed to demonstrate that granular baserock meets the requirements of OSSC (ODOT/APWA) 02630, Base Aggregate where applicable (including sieve or screen analysis of fine and coarse aggregate), as well as additional requirements specified herein.

c. The sample shall meet limits established in OSSC (ODOT/APWA) 02630, Base Aggregate, as well as additional requirements specified herein. If the sample fails to meet set limits, a new source shall be found. The Owner's Representative shall approve each source of material(s).

d. Compaction:

1) One moisture density curve per AASHTO T-180 (Modified Proctor/ ASTM D1557) for each size and type of material used. The maximum dry weight and optimum moisture content shall be indicated. The cost of all retests required due to any unauthorized change in backfill material shall be borne by the Contractor.

2) Test consolidated fill material for conformance with specified "Compaction Requirements," contained herein:

a) Where tests indicate insufficient values, perform additional tests as required by the Owner. Testing shall continue until specified values have been attained by additional compaction effort.

b) Retests shall be referenced to the corresponding failing test. The cost of all retests shall be borne by the Contractor.

1.3 CONSTRUCTION SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents and shall include, but not be limited to, the following:

1) Submittals for Review. Submittals shall include but not limited to the following:
   a) Laboratory test results, including sieve analysis and Proctor values.
   b) Documentation that granular baserock meets the requirements of OSSC (ODOT/APWA) 02630, Base Aggregate where applicable, as well as additional requirements specified herein.
   c) Documentation that granular baserock meets the requirements for other laboratory tests as specified herein.
   d) CDF mix design (if specified or required).

2) Submittals for Record. In addition to the Owner's Representative, copies of all field test reports shall be provided to all other jurisdictions with authority over right-of-way where trench backfill work is occurring (ie. City, County, ODOT, etc.).
   a) Field compaction test results.
   b) Weight tickets for all material delivered (where payment is by weight).

PART 2: PRODUCTS

2.1 BASE AND LEVELING ROCK

a. Base rock and leveling rock shall be dense graded aggregate in conformance with the requirements of OSSC (ODOT/APWA) Section 2630, Base Aggregate, subject to the following additional limitations.
   1) Percent passing the #40 sieve shall not exceed 10%
   2) Percent passing the #200 sieve shall not exceed 5%.

b. Gradation shall be as indicated on the drawings. Where not specified on the drawings, gradation shall be as follows:
   1) Base Rock: 1-1/2"-0
   2) Leveling Rock: 3/4"-0
   3) Alternate single size 1"-0 aggregate as approved by the Owner's Representative.

PART 3: EXECUTION

3.1 GENERAL

a. The subgrade shall be checked for grade and compaction and accepted by the Owner's Representative prior to placement of aggregate baserock.

b. Aggregate baserock shall be placed over approved subgrade in accordance with OSSC (ODOT/APWA) Section 00641, Aggregate Subbase, Base and Shoulders, except that plant mixing of aggregate and water shall not be required.

c. Existing graveled driveways shall be re-rocked and restored to match existing surface(s) where disturbed by construction. Finish with 3/4-inch minus aggregate baserock a minimum of 6-inches deep.

3.2 COMPACTION

a. The maximum compacted thickness of each lift of aggregate baserock shall be 6-inches.

b. The Contractor shall have tests performed to determine the maximum dry density and optimum moisture content of the aggregate baserock.

c. All aggregate baserock shall be compacted to 95 percent (95%) of the maximum dry density per AASHTO T-180 (Modified Proctor/ ASTM D1557).

d. All structures shall be protected from damage when placing and compacting aggregate baserock and backfill.

e. Contractor shall sprinkle the aggregate baserock with water as necessary to achieve the required compaction.

3.3 TOLERANCES

a. Aggregate base courses shall be finished accurately to lines and grades shown on the drawings and within the tolerances specified.

b. The maximum tolerance on finished rock grade is ½-inch on a 16-foot straightedge with no birdbaths.

c. All rims shall be adjusted to final grade after leveling rock course is placed and compacted.

3.4 ACCEPTANCE

a. Final acceptance of the material will be from samples taken on the finished grade in the compacted state.

PART 4: SPECIAL PROVISIONS

None.

SECTION 02260
GEOTEXTILE FABRIC

PART 1: GENERAL

1.1 SCOPE

a. This section includes the furnishing and installing of geotextile fabric and incidentals on the project.

1.2 SUBMITTALS

a. Submittals shall be in accordance with the requirements of the Contract Documents and shall include:

1) For the Owner's Representative's review - Geotextile certification shall conform with Level B requirements per OSSC (ODOT/APWA) 02320.10.c.2.

PART 2: PRODUCTS

2.1 GEOTEXTILE FABRIC

a. Unless otherwise specified or noted on the drawings, geotextile fabric shall conform OSSC (ODOT/APWA) 02320, Geosynthetics, with minimum property values conforming to Table 02320-1 as noted below. Per OSSC (ODOT/APWA) 02320.10.c.2, if submittal information lists typical or average roll values instead of minimum average roll values, the specified table values under OSSC (ODOT/APWA) 02320 shall be increased by 25%.

b. Reinforcement Fabric. Unless heavier is specified or noted on the drawings, reinforcement fabric (for over-excavation or under embankments) shall be non-woven fabric (Propex Geotex 1001, Mirafi 1000N, Linq 250EX or approved equal). Slit film fabrics are not allowed.

c. Separation Fabric. Unless heavier is specified or noted on the drawings, separation fabric (where successful proofroll allows compaction testing of subgrade to be waived) shall be non-woven fabric (Propex Geotex 701, Mirafi 170N, Linq 160EX or approved equal). Slit film fabrics are not allowed.

d. Drainage Fabric. Unless heavier fabric is specified or noted on the drawings, drainage fabric shall be conform with Type 2 Drainage Geotextile (OSSC/ODOT/APWA 02320), non-woven fabric (Propex Geotex 601, Mirafi 160N, Linq 150EX or approved equal). Slit film or woven fabrics are not allowed.

e. Riprap Fabric. Unless heavier is specified or noted on the drawings, fabric under riprap shall be conform with Type 2 Riprap Geotextile (OSSC/ODOT/APWA 02320), non-woven fabric (Propex Geotex 1071, Mirafi 1120N, Linq 275EX or approved equal). Slit film or woven fabrics are not allowed.

2.2 PROTECTION

a. The geotextile shall be furnished in a protective wrapping which shall protect the fabric from ultraviolet radiation and from abrasion due to shipping and handling.

PART 3: EXECUTION

3.1 SURFACE PREPARATION

a. The surface to receive the geotextile shall be prepared to a smooth condition free of obstructions, depressions and debris.

3.2 PLACEMENT

a. The fabric shall be placed loosely, not in a stretched condition.

b. The fabric shall be covered immediately after placement to limit exposure to ultraviolet radiation.

c. The crushed rock shall be placed so that the geotextile is not punctured.

d. The maximum drop height for placing crushed rock on the geotextile shall be 3 feet. This specification shall be strictly adhered to so as to avoid damaging the geotextile fabric.

e. The geotextile fabric shall be installed per plan details.

f. Transverse joints between fabric panels shall be overlapped for a length in the direction of baserock placement sufficient to prevent movement of the fabric.

PART 4: SPECIAL PROVISIONS

None.

SECTION 02502
CONCRETE CURBS AND SIDEWALKS

PART 1: GENERAL

1.1 SCOPE

a. This section includes the construction of concrete sidewalks and curbs as shown on the drawings, specified herein or directed by the Owner's Representative.

b. This section includes the construction of driveway aprons, handicap access ramps, extruded curbs, drop curbs, curb weep holes and drain pipes where required or directed and other work and materials incidental to the construction of curbing and walks.

c. Pedestrian street crossings, including curb ramps, blended transitions, and certain median and refuge islands, are required to have detectable warnings for persons with vision impairments. These surfaces feature a distinctive pattern of raised truncated domes to provide a tactile cue detectable by cane or underfoot at the boundary between pedestrian and vehicular routes.

d. This section includes the protection of all concrete and curbs from damage.

1.2 SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents and shall include the following:

1) Concrete mix design and representative cylinder break test results.

2) Manufacturer's or supplier's certificates stating that the following conform to the specifications contained herein.
   a) Concrete
   b) Joint Sealer
   c) Preformed Filler
   d) Curing Materials
   e) Air Entraining Agents

3) Truncated dome panels proposed for use, including manufacturer's warranty.

4) Traffic delineator posts if required for the project.

PART 2: PRODUCTS

2.1 GENERAL

a. Baserock shall conform to the requirements of OSSC (ODOT/APWA) 02630, Base Aggregate, for 3/4"-0 dense graded aggregate.

b. Other materials required for placing concrete shall be as follows:

1) Preformed Filler
   a) Fiber Filler ASTM D1751
   b) Sponge Filler ASTM D1752, Type I

2) Curing Materials
   a) Burlap Cloth AASHTO M-182, Class 2.
   b) Sheet Materials ASTM C171

3) Plastic sheeting shall be visqueen with a minimum thickness of 5 mils.

2.2 CONCRETE (CAST-IN-PLACE)

a. All concrete used shall conform to the requirements of OSSC (ODOT/APWA) 00440, Commercial Grade Concrete, 3300 psi, with Type 1 or Type 1-D clear curing compound.

2.3 DETECTABLE WARNING SURFACES

a. Detectable Warning Surfaces shall conform to the following physical requirements.

1) Tactile Panels. The detectable warning surfaces shall be constructed with durable exterior grade homogenous glass, carbon & fiberglass reinforced composite material (colorfast & UV stable, uniform color throughout), 24-inch minimum depth tactile panels (unless wider is shown or noted on the drawings).
   a) Panel Color. Color of panels shall be as shown or noted on the drawings or details.
   b) Tactile Panel Dimensions & Configuration. Tactile panel width shall be as required to match full pedestrian ramp throat widths. Either rectangular panels or radius panels may be used at the Contractor's option as applicable, unless otherwise specifically shown on the drawings or directed by the Owner's Representative.
   c) Wet-Set Replaceable Panels. All panels in new sidewalks or ramps shall be cast-in-place (wet-set) replaceable tactile panels by ADA Solutions, Inc., or approved equal, unless otherwise shown or noted on the drawings.
   d) Surface Mount Panels. Where shown on the drawings or specifically approved in writing by the Owner's Representative, panels shall be surface mount tactile panels by ADA Solutions, Inc., or approved equal, installed in strict conformance with the manufacturer's installation procedures (with approve adhesive/sealant and stainless steel fasteners). Installation of surface mount panels on asphalt surfaces is not recommended or warrantied by the manufacturer.
   e) Panel Guarantee/Warranty. Tactile panels shall be guaranteed in writing for a period of five (5) years from date of final completion. The guarantee includes manufacturing defects, breakage, and deformation of the tactile warning surface material.

2) Dome Pattern. Tactile panels shall have a surface of truncated domes aligned in a square grid pattern.

3) Dome Size. Truncated domes in a detectable warning surface shall have a base diameter of 0.9 inches minimum to 1.4 inches maximum, a top diameter of 50 percent of the base diameter minimum to 65 percent of the base diameter maximum, and a height of 0.2 inches.

4) Dome Spacing. Truncated domes in a detectable warning surface shall have a center-to-center spacing of 2.0 inches minimum and 2.4 inches maximum, measured between the most adjacent domes on square grid.

5) Color Contrast. Detectable warning surfaces shall contrast visually with adjacent walking surfaces. The color of surfacing shall be dark red (Salem Red) and shall be integral to the material. Painting of the surface is not allowed.

2.4 TRAFFIC DELINEATOR POSTS

a. Unless otherwise specified or shown on the drawings, traffic delineator posts mounted on sidewalks, traffic islands or pedestrian islands shall be as follows.
   1) 3" diameter impact resistant polypropylene posts.
   2) 8" diameter rubber base and rubber stem connecting to post (base mounted to surface with mastic pad).
   3) 36" height, bright yellow with a minimum of two (2) 4-inch wide reflective bands around the post top
   4) Delineator posts to be SDR3 (Super Duck) by Carsonite Composites, or approved equal.

PART 3: EXECUTION

3.1 VERIFICATION OF NEW CURB & SIDEWALK GRADES

a. Verification of New Curb Grades along Existing Streets.

1) Where new curbs (or curb & gutter) are installed along existing streets, the Contractor shall be responsible to verify that the curb/gutter grades match the existing edge of pavement (or sawcut edges as applicable), based on the design street cross slopes shown on the drawings and the specified curb exposure, and as required to provide a continuous, smooth, free draining surface between the old and new gutter grades

b. Verification where New Sidewalks Connect to Existing Sidewalks.

1) Where new pedestrian access ramps or new sidewalks are installed in locations where they connect to existing sidewalks, the Contractor shall be responsible to verify that the new sidewalks limits shown on the drawings allow for installation of new sidewalks to ADA standards and to the design slopes noted on the drawings, and shall provide a continuous, smooth, free draining surface between the old and new sidewalks.

c. Verification where New Sidewalks Connect to Buildings or Other Structures.

1) Where new curbs and/or sidewalks are installed which connect to buildings, the Contractor shall be responsible to verify that the curb/sidewalk grades match with access points to the structure, based on ADA requirements and the design slopes shown on the drawings.

d. Any discrepancies or grade problems shall be reported to the Owner's Representative prior to installation of curb or sidewalk forms or final setting of stringline, and the grades adjusted as required to conform with direction from the Owner's Representative prior to concrete placement. Any such adjustment required shall be at no additional cost to the Owner.

e. If the Contractor fails to verify grades as specified herein, then curbs and/or sidewalks which are placed too high or too low shall be removed and replaced at no additional cost to the Owner, and such failure shall not entitle the Contractor to additional contract time.

3.2 GENERAL

a. All soil subgrade under driveways, curbs, curb and gutter and walks shall be compacted in accordance with the requirements of these Contract Documents.

b. Unless greater depths are shown on the drawings or details, a minimum two (2)-inch granular baserock leveling course shall be provided under all curbs, walks and driveways.

c. All curbs, sidewalks, driveways and handicap ramps shall conform to the lines, grades and details shown on the drawings or modified in the field by the Owner's Representative.

d. The top and all vertical faces of curbs, sidewalks and structures shall be true and straight, free from humps, sags, fins, bulges, ridges, offsets, honeycombing or roughness of any kind, and shall present a finished, smooth, continuous hard surface, including at connections to existing curbs or sidewalks. The surface shall not vary more than 0.02 feet from the edge of 12-foot long straightedge laid on the top or face of the structure, except in curves. Contractor shall furnish the straightedge and operate it as directed. Unless otherwise shown or directed, all edges shall be tooled to 1/4-inch radius.

e. Unless otherwise specified, shown or directed in writing by the Owner's Representative, construction of all curbs, sidewalks, driveways, stairs, etc., shall conform to the requirements of OSSC (ODOT/APWA) Section 00759, Miscellaneous Portland Cement Concrete Structures, including placement, curing, finishing and the repairing of minor defects. Major defects (as determined by the Owner's Representative) will require removal and replacement of the defective curbs, sidewalks or structures as directed.

f. Concrete surfaces shall be finished smooth and uniform in texture by troweling, floating and cross brooming. Groove or mark surfaces into squares or other shapes as shown or directed.

g. Curb Forms.

1) Curb forms, if any, shall be removed from structures after the concrete has taken its initial set and while the concrete is still green. Plastering on exposed surfaces is prohibited.

2) Sidewalk ramps shall conform to details of applicable standard details. In situations where a sidewalk ramp is being retrofitted to an existing curb, the curb forms shall be set by the Contractor to provide drainage away from sidewalk ramps. For ramps in areas where gutter grade is less than or equal to 2 percent in either direction, construction curb stakes shall be placed at the beginning, end, and quarter points of the curb return. For sidewalk ramps in areas where gutter grade is greater than 2 percent, construction curb stakes shall be place as needed to comply with plan details.

3) Approval of forms does not relieve Contractor from the responsibility of settings forms per plan and ADA requirements.

h. Heavy construction vehicles shall not operate on any new pavement, curbing, or sidewalks. Contractor shall keep the concrete structures free from contact, strain and public traffic for at least seven (7) calendar days or as directed by the Owner's Representative.

i. No concrete shall be mixed, transported, placed, or finished when the temperature of the base, subgrade, or air is below 40°F or whenever, in the opinion of the Owner's Representative, the temperature may fall below 40°F within 24 hours after the concrete has been placed. The Contractor shall protect newly placed concrete from freezing for no less than seven (7) days.

j. The Contractor shall take such precautions as are necessary to protect newly placed concrete from rain.

3.3 CURB or CURB & GUTTER

a. Curbs which are not installed with a curb machine shall be formed on both faces with steel or wood forms. Hand shaping of curbs without the use of forms is not acceptable.

b. Unless otherwise approved in writing by the Owner's Representative and the agency with jurisdiction, monolithic curb & sidewalk shall not be placed in the public right-of-way (ie. curb & sidewalk concrete shall be placed separately).

c. Drop curbs shall be installed per the drawing details and as required for driveway and new handicapped access ramps. Contractor shall cooperate with the Owner's Representative in locating and constructing curb depressions for handicapped ramps and driveways.

d. Contraction joints shall be placed in curbs and gutters at approximately 15-foot intervals.
   1) Contraction joints shall separate the aggregate through at least 75% of the curb or curb & gutter depth by inserting and removing the end of a trowel, blade or similar tool into the curb concrete before it sets up, prior to final surface tooling.
   2) Cracking between contraction joints shall not be acceptable.
   3) Curbs and/or gutters which crack between contraction joints shall be removed and replaced as directed by the Owner's Representative, at no additional cost to the Owner.
   4) Since measurement of contraction joint depth after tooling and concrete setup is not possible, the Contractor shall demonstrate for Owner's Representative how this aggregate separation is achieved at contraction joints, upon request.

e. Curbs shall be blocked out as required for catch basins.

f. Three (3)-inch curb weep holes with smooth wall PVC or ABS pipe shall be installed in curbs at a maximum of fifty (50) feet intervals, minimum two per lot unless more are shown on the drawings, as well as 5 feet from the low end of each lot, at the low point of all curbs and on both sides of all driveway drops. Additional weep holes shall be installed as required to connect to existing drain piping or downspouts.

g. Where new curbing connects to existing curbing or is installed along existing streets or pavement, the gutter grade shall match the existing street grades so as to allow drainage from the street to the gutter and through any transitions. The Contractor shall notify the Owner's Representative in writing of any grade discrepancies or problems prior to curb placement.

h. Curbing shall be installed to grades shown on the drawings and so that water drains along the curbline. Any ponding or puddling of water along the curbline will not be acceptable.

i. The Contractor shall notify the Owner's Representative or Owner and allow them the option of inspecting curb forms or string line prior to concrete placement. It shall remain the Contractor's responsibility to verify that curbs match both design elevations and existing grades prior to curb placement. Inspection by the Owner or the Owner's Representative does not relieve the contractor of his responsibility to construct the curbs in accordance with the approved construction drawings and the tolerances outlined above.

j. Curbs shall be stamped with an 'S', 'D' or a 'W' at the point where each sanitary sewer, storm drain or water service lateral crosses the curb, respectively. Letters shall be a minimum of 2-inches high.

3.4 SIDEWALKS AND DRIVEWAY APRONS

a. Thickness: All sidewalks shall be a minimum of four (4)-inches thick. Unless thicker sections are noted or shown on the drawings, all pedestrian ramps, driveway aprons and driveways shall be a minimum of six (6)-inches thick.

b. Cross Slope: Unless otherwise specifically shown on the drawings, public sidewalks or private sidewalks adjacent to a private street or driveway or parking area shall be sloped up 3/16-inch per foot (1.5%) from top of curb to drain over the same (sidewalks shall have a minimum slope of 1.0% to drain).

c. Expansion Joints: Expansion joints shall be constructed using ½-inch thick preformed filler at all fixed structures or buildings, if placing new concrete against existing concrete or private sidewalks, as well as at each property line or 100 foot maximum intervals, whichever is less (material per ODOT/OSSC 02440.10).

d. Contraction Joints: Contractor shall lay out and construct contraction joints in all sidewalk and driveway surfaces in squares or orthogonal shapes with a length to width ratio not to exceed 1.25:1 (5 foot length typical for standard sidewalks unless otherwise shown or approved). In no case shall concrete joint spacing exceed 15 feet (OSSC 00759.49.a). Additional joint lines shall be provided as necessary at all building corners, bench supports, seat wall corners, roof columns, raised planter corners, retaining wall corners, opposite contraction joints in abutting concrete, etc.
   1) Contraction joints shall be tooled to separate the aggregate for a minimum of 1/3 the thickness of the sidewalk or gutter to control cracking to contraction joint locations (OSSC 00759.49.c).
   2) Cracking in sidewalks between contraction joints shall not be acceptable (during construction or during the warranty period), and shall be removed and replaced as directed by the Owner's Representative at no additional cost to the Owner.

e. Private Sidewalk Slopes: Private sidewalks shall conform to the following.
   1) Direction of sidewalk cross slope shall conform with the slopes shown on the grading plan.
   2) Longitudinal slope shall not exceed 1:20 (5%) without approval from the Owner's Representative (ADA rules require handrails on slopes greater than 5%, except at ADA ramps).
   3) Sidewalk cross slope shall not exceed 1:67 (1.5%), and sidewalks shall have a minimum slope of 1.0% to drain.

f. The Contractor shall notify the Owner's Representative or Owner and allow them the option of inspecting sidewalk forms prior to concrete placement. It shall remain the Contractor's responsibility to verify that sidewalks match design widths and grades, and to notify the Owner's Representative of any discrepancies prior to concrete placement (*far enough in advance to allow resolution without impacting the contractor's schedule*).
   1) Inspection by the Owner or the Owner's Representative does not relieve the contractor of his responsibility to construct the sidewalks in accordance with the approved construction drawings and the tolerances outlined above, including verification of connections to buildings or other structures.

g. Place topsoil backfill adjacent to new curbs and dress back disturbed area.

3.5 WEATHER & TEMPERATURE LIMITATIONS

a. Concrete shall be placed only during periods when it will not be damaged by rain (protect unhardened concrete from precipitation).

b. Concrete shall not be placed on frozen baserock. Do not begin concrete placement until temperature in the shade is a minimum of 35°F and rising, and stop placement if air temperature falls below 35°F.

c. Protect concrete from freezing for a minimum of 5 days after placement, as specified on the

drawings or per local jurisdiction requirements, whichever is more stringent.

d. Remove & replace weather damaged concrete at no additional cost to the Owner.

3.6 CONCRETE FORM INSPECTION & CONTRACTOR RESPONSIBILITY

a. The contractor retains the primary responsibility to verify that forms are correctly positioned to produce sidewalk ramps with proper slopes and dimensions to comply with the contract documents, drawings, and details. Inspections by the Owner's Representative will be limited to verifying that the general layout of the proposed forms matches the layout shown on the drawings, and that the forms will provide concrete of the thickness specified or shown on the drawings and details.

b. Concrete surfaces of sidewalks and pedestrian ramps shall be within the established slopes and dimensions required by the contract documents, drawings and details. Removal/replacement and/or repair of sidewalks and/or pedestrian ramps not meeting the project requirements will be at no additional cost to the Owner.

3.7 DETECTABLE WARNING SURFACE

a. Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the width of the curb ramp, landing, or blended transition. The detectable warning surface shall be located so that the edge nearest to the curb line is 6 inches minimum and 8 inches maximum from the curb line.

b. The panels shall be wet-set in the fresh concrete during the initial placing of the ramp. Clean the surface of the panels immediately following installation to remove any excess concrete from the colored surfaces.

3.8 FLOOD TESTING CURBS & PEDESTRIAN RAMPS

a. Pedestrian Ramps. Contractor shall be required to conduct a flood test of all pedestrian ramps after concrete is cured to demonstrate that the curb and/or ramp does not hold water, either in the gutter pan (for Type A curb & gutter) or along the curb face (for Type C full depth curb).

b. Curblines. Contractor shall be required to conduct a flow test of all curblines installed at less than 5% slope, as well as at connections of new curbs to existing curbs, to demonstrate that the curbline drains out and does not pond water (for both Type A curb & gutter and for Type C full depth curbs).

c. Test Procedure. A quantity of water, adequate to allow complete wetting and/or flow in the area to be tested (as determined by the Inspector), shall be poured into gutter upstream of the pedestrian ramp area or along the curbline to be tested.
   1) The Inspector shall check the curbline and/or ramp curbline 5- 10 minutes later to determine if water is ponding in the ramp area or the along the curbline/gutter area.
   2) If water ponds along the curbline/gutter area or in the pedestrian ramp area, and the pond is more than 1-foot in length or greater than 1/8-inch in depth, the Contractor shall be required to make repairs in an approved manner at no cost to the Owner.

3.9 CURB & SIDEWALK BACKFILL & SEEDING

a. Backfill behind curbs or sidewalks (and material for dressing up disturbed areas behind curbs or sidewalks) shall be approved native organic topsoil free of rocks, roots, debris or other debris. Topsoil backfill and grading are the responsibility of the Contractor.

b. Contractor shall replace trees, shrubbery, flowers, and ground cover in kind to match existing as approved by the Owner's Representative.

c. Reseeding & Mulching: Contractor shall seed and mulch (hydroseed or uniformly seed & mulch by hand) all exposed slopes and disturbed areas which are not scheduled to be landscaped. Grass seed and mulch shall conform to the requirements of OSSC (ODOT/APWA) Section 01030, Seeding, except as modified herein. Mulch used in landscape or lawn areas shall be either hydromulch or finely chopped fescue or rygrass mulch conforming with OSSC (ODOT/APWA) Section 010300.15.

1) All areas to be seeded & mulched shall be made substantially clear and free of debris, weeds, briars, sticks, loose stones greater than 1-inch, and any other debris detrimental or toxic to the growth of grass.

2) The surface soil in all areas to be seeded shall be in a condition favorable for the germination and growth of grass seed. A minimum of 1/2-inch and maximum of 1-1/2 inches of surface soil shall be in a loose condition.

3) Soil preparation operations shall be directional along the contours of the areas involved.

4) Seed and mulch shall be applied at a time approved by the Owner's Representative when conditions are favorable for germination. Seeding during periods where natural moisture is insufficient to allow germination and growth may require thicker mulch layers and watering to ensure establishment of groundcover.

PART 4: SPECIAL PROVISIONS

None.

SECTION 02510
HOT MIXED ASPHALT CONCRETE (HMAC) PAVEMENTS

PART 1: GENERAL

1.1 SCOPE

a. This section includes the construction of hot-mix asphalt concrete pavements (ACP) as shown on the drawings, specified herein or directed by the Owner's Representative. As used herein, HMAC refers to ACP as defined in the Oregon OSSC.

b. This section includes the construction of one or more courses of AC pavement, adjustment of manhole castings, catch basins, junction and valve boxes, etc. to conform to new pavement courses, and other work and materials incidental to the construction of pavements.

c. This section includes cutting and preparation of joints where new paving will meet existing paving.

d. This section includes repaving disturbed asphalt concrete driveways to equal the original condition and blend-in to match drop curbs.

1.2 LABORATORY SERVICES

a. Unless otherwise specified or shown on the drawings, Contractor shall provide laboratory services by an approved independent laboratory as described below or as noted on the drawings. The Contractor shall be responsible for obtaining & providing all samples as required to complete the work.

1) A compaction test shall be performed for every 50 tons of material placed, or a minimum of one test per lift for each 100 linear feet of street, whichever is greater.

2) The laboratory shall provide a satisfactory certificate furnished by the manufacturer stating that the bituminous materials conform to OSSC (ODOT/APWA) 00744, hot-mixed Asphalt Concrete Pavements (ACP).

3) Asphalt Concrete:

a) Plant Certification: The laboratory shall certify or furnish recent certification (within one year) from the ODOT that the plant meets State requirements.

b) Plant Inspection: For the first day of production and for every day when more than 200 tons of material is being delivered to the project, the laboratory shall provide a representative at the plant who will inspect the plant, make mix design adjustments, check the temperature and take the required samples.

c) Quality Control Testing: Each day the laboratory representative is on the project, a sample of the mix shall be taken for each 400 tons of bituminous material or fraction thereof delivered to the project. An extraction test AASHTO T16470 and a mechanical analysis AASHTO T-3070 shall be performed on the mix samples.

1.3 SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents and shall include:

1) Submittals for Review. Submittals shall include but not limited to the following:
   a) Certification that bituminous material conforms to the requirements contained herein.
   b) HMAC mix designs.

2) Submittals for Record. In addition to the Owner's Representative, copies of all field test reports shall be provided to all other jurisdictions with authority over right-of-way where trench backfill work is occurring (ie. City, County, ODOT, etc.).
   a) Laboratory test results (as applicable).
   b) Field compaction test results.

PART 2: PRODUCTS

2.1 TACK COAT

a. Edge Tack: The tack coat material where new ACP abuts sawcut edges, grind edges, curbs or structures shall be CSS-1, or CSS1h, and shall meet the requirements of OSSC (ODOT/APWA) Section 00730, Emulsified Asphalt Tack Coat.

b. Overlay Tack: Hot oil tack coat shall be used prior to placement of the overlay fabric for AC overlays. Use of emulsion tack coats shall be prohibited with overlay fabric.

2.2 JOINT SEAL

a. The joint seal shall meet the test requirements of ASTM D-244.

b. The joint seal material shall be CRS-1, CRS-2 or approved equal and shall meet the requirements of OSSC (ODOT/APWA) Section 00730, Emulsified Asphalt Tack Coat, for cationic emulsified rapid setting asphalt.

2.3 BITUMINOUS MATERIAL AND ASPHALT CONCRETE

a. Bituminous Material: The asphalt cement shall be PG 64-22 and shall meet the requirements of OSSC (ODOT/APWA) 00744.11, Asphalt Cement & Additives.

b. Design Mix:

1) AC pavement shall meet the requirements of OSSC (ODOT/APWA) 00744, hot-mixed Asphalt Concrete Pavements (ACP), 3/4" dense graded mix (base course) or 1/2" dense graded mix (leveling or wearing course) as summarized below. Where noted on the drawings, Class B pavement refers to the 3/4" dense graded mix, and Class C refers to 1/2" dense graded mix.

a) Unless otherwise identified on the drawings, AC pavement for public streets shall be Level 2 Job Mix Formula (JMF).

b) Unless otherwise specified or shown on the drawings, AC pavement for private streets/alleys/driveways and parking lots shall be Level 2 Job Mix Formula (JMF).

PART 3: EXECUTION

3.1 GENERAL

a. All soil subgrade and crushed rock base under pavements and driveways shall be compacted in accordance with the requirements of these Contract Documents.

b. All valve and service boxes, manholes, inlets, clean outs, junction boxes and other structures shall be adjusted or reconstructed to the finish grades in both new and resurfaced pavement areas.

c. It shall be the Contractor's responsibility to notify all residents a minimum of two (2) business days prior to paving a street section and to assure that vehicles are removed from street areas prior to paving operations.

3.2 PROTECTION

a. Asphalt Pavements:

1) Bituminous mixtures shall be placed only when the surface is dry and weather conditions are such that proper handling, finishing and compaction can be accomplished. In no case shall bituminous mixtures be placed when the surface temperature is below the minimum established below:

Course Thickness	Min. Surface Temperature
Less than 1½-inch	60°F[1,2]
1½-inch to 2½-inches	50°F[1,2]
Over 2½-inches	45°F[1,2]

[1] - If placing ACP between March 15 and September 30, surface temperature requirements may be lowered by 5°F if approved by the Owner's Representative.
[2] – Use of field burners or other devices to heat existing pavement surfaces to the minimum temperatures is prohibited.

2) Traffic shall be prohibited on newly installed asphalt pavement until it has cooled sufficiently to avoid marking.

b. No heavy construction vehicle shall operate on any finished pavement surfaces.

3.3 SITE PREPARATION

a. Unless otherwise specified or directed by the Owner's Representative, edges of existing pavements shall be saw cut in a neat manner wherever new pavement will join existing pavement.

b. Private utility companies shall be advised of Contractor's construction schedule so their surface appurtenances can be adjusted by them to finished grade prior to commencement of paving operations.

c. Tack Coat. Tack coat material shall be liberally applied to all joints with existing pavement, manhole frames, catch basins, curbs, etc., shortly prior to paving as specified herein.

3.4 PAVEMENT INSTALLATION

a. All construction shall be in conformance with applicable portions of OSSC (ODOT/APWA) 00744, hot mixed Asphalt Concrete Pavements (ACP), except as modified herein.

b. Time Limit from Tack Coat Installation. First course shall be placed to the compacted thickness shown on the drawings within two (2) hours of applying tack coat.

c. Time Limit between Lifts. Wearing course shall be placed to the compacted thickness shown on the drawings within two (2) hours of completing the placing and compacting the first course. If the wearing course is not placed within the time frame specified, a hot oil tack coat shall be applied prior to placement of the wearing course.

d. Temporary Edges. In the event that full width paving is not completed in one work day, the Contractor shall place signs warning the motorists of abrupt edges. Takeoffs and ends of pavement panels unable to be completed shall be temporarily ramped at the rate of one (1) inch rise per six (6) horizontal feet at the end of the workday and signing placed warning the traffic.

e. HMAC Temperature. Contractor shall be responsible for transporting AC mix in a manner to maintain the minimum placement temperatures as specified under OSSC (ODOT/APWA) 00744, Asphalt Concrete Pavement (ACP), section 00745.43.b. Standard minimum AC temperature behind the paver (or immediately after placement if hand spread) is 240°F.

3.5 PAVEMENT JOINTS/SEAM LOCATIONS

a. Per OSSC 744.44, place ACP in panel widths to minimize the number of longitudinal joints to a minimum.

b. For multi-lift paving, offset the longitudinal and/or transverse joints in one panel by at least 6-inches from the joints in the panel immediately below (OSSC 744.44.a).

c. Longitudinal pavement panel joints/seams shall be at or within 6 inches of the centerline of the street unless otherwise approved by the Owner's Representative and agency with jurisdiction. Joints offset from centerline shall be installed at or within 6 inches of lane lines or fog lines. In no case shall longitudinal pavement joints be allowed in travel lanes or adjacent to travel lane wheel paths.

d. Where pavement stripping is shown on the drawings or specified, longitudinal joints in the wearing (top) course shall be offset approximately 6-inches from the design stripping location.

e. All pavement joints shall be tack coated prior to paving (except for joints between adjacent pavement panels installed on the same day within the time limits specified herein).

3.6 LINES AND GRADES

a. Lines and grades shall conform accurately to lines and grades shown on the drawings and as staked in the field. Tolerance on grade shall be 3/8-inch on a 16-foot straightedge at any point.

b. Surface Tolerance: The top surface of the finished pavement shall be uniform in texture, smooth and conform to the specified crown and grade. The top surface of the asphalt concrete pavement shall not vary more than 0.02 feet (¼-inch) when tested by a 12-foot straightedge. Job control testing shall be performed with a 12-foot straightedge furnished and operated by the Contractor. The Owner's Representative or his authorized representative may observe this testing or require additional testing to be performed under this supervision. Any surface irregularities exceeding the above tolerances shall be corrected by the Contractor at no additional cost to the Owner.

c. Finish pavement grades at transition to existing pavement shall match existing pavement grades or be feathered past joints with existing pavement as required to provide a smooth, free draining surface.

3.7 FINISH AND COMPACTION

a. Pavement surface shall be a smooth, well sealed, tight mat. Bony or open graded pavement surfaces shall be repaired to the satisfaction of the Owner's Representative, prior to final acceptance of the work.

b. Contractor shall protect new pavement against traffic as required herein, until it has cooled sufficiently to avoid tracking.

c. Compaction for asphalt concrete pavement shall be a minimum of ninety-one percent (91%) at all locations for standard duty mix as determined by the Rice Standard Method (AASHTO T-29). A roller pattern shall be established by the Contractor to achieve the required compaction at the beginning of the paving process. The roller pattern and compaction tests results from an independent testing lab retained by the Contractor shall be used to verify compaction.

d. Contractor shall adjust the rate of AC placement as required to allow AC temperatures to be

maintained as required to achieve compaction before the temperature drops below the limits specified under OSSC 00744.49.

3.8 JOINT SAND SEAL

a. Tack coat and sand seal shall be installed at all pavement joints.

b. Tack coat and sand seal shall be installed as required to completely seal any sawcuts which extend beyond the limits of pavement removal. Sawcuts shall be cleaned out as required to allow for penetration of tack coat for the full depth of the sawcut.

c. Excess sand shall be removed from the surface after the sand seal has set up.

PART 4: SPECIAL PROVISIONS

None.

SECTION 02580
STRIPING & PAVEMENT MARKINGS

PART 1: GENERAL

1.1 SCOPE

a. This section includes pavement marking, including but not limited to parking stalls, handicapped spaces, cross walks, stop bars and curb markings.

b. This section includes painted striping and/or roadway durable striping in conformance with OSSC (ODOT/APWA) Section 00860 (Longitudinal Pavement Marking – Paint) and Section 00865 (Longitudinal Pavement Marking – Durable), as applicable.

c. This section includes work necessary to maintain access for vehicular and pedestrian traffic as required for other construction activities, including the use of flagmen, barricades, warning signs and warning lights as required.

1.2 RELATED SECTIONS

a. Section 02502 - Concrete Curbs and Sidewalks
b. Section 02510 – Hot Mixed Asphalt Concrete (HMAC) Pavements

1.3 SUBMITTALS

a. Submittals shall be in accordance with the requirements of these Contract Documents and shall include:
   1) Manufacturers literature & certifications.
   2) Copy of complete manufacturer's application instructions.
   3) Evidence that product is on ODOT's Qualified Products List (QPL).
   4) Evidence that the contractor or subcontractor who will install the pavement markings is certified by the marking materials manufacturer for the specified marking material and method, per OSSC (ODOT/APWA) 00850.31.

   5) Warranty.
      a) After installation, manufacturer's warranty for durable pavement markings shall be submitted per OSSC (ODOT/APWA) 00865.75 (ie. three years for thermoplastic markings and four years for all other durable markings).

PART 2: PRODUCTS

2.1 MATERIALS

a. Paint pavement marking products shall be as specified or noted on the drawings and shall conform to OSSC (ODOT/APWA) Section 00850 *(Common Provisions for Pavement Markings)* and be on the ODOT Qualified Products List (QPL).

b. Durable pavement marking products shall be as specified or noted on the drawings, and shall conform to OSSC (ODOT/APWA) Section 00850 *(Common Provisions for Pavement Markings)* and be on the ODOT Qualified Products List (QPL).

c. Tranverse pavement marking products (legends and bars) shall conform to OSSC (ODOT/APWA) Section 00850 *(Common Provisions for Pavement Markings)* and be on the ODOT Qualified Products List (QPL).

PART 3: EXECUTION

3.1 PREPARATION

a. Prepare pavement per OSSC (ODOT/APWA) Section 00850 (Common Provisions for Pavement Markings).

b. Where striping is to be installed within an ODOT right-of-way, Contractor shall schedule a Pre-Striping Conference with ODOT (and the Owner) and attend with the striping subcontractor, and provide all information as required per OSSC (ODOT/APWA) 00850.42.

c. Contractor shall sweep and clean all surfaces to completely eliminate loose material and dust, prior installation of new pavement markings.

3.2 PAVEMENT MARKING REMOVAL

a. Remove any existing pavement markings noted on the drawings, or which will adversely affect the bond of new pavement markings. Except as otherwise noted herein, existing markings shall be removed per OSSC (ODOT/APWA) 00851 on the same day that permanent markings are applied.

b. Pavement markings to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. Pavement marking removal method shall be such that the pavement surface is not damaged below a maximum depth of 1/16-inch.

c. Vacuum shrouded equipment, or other equally effective containment means shall be used to contain and collect all pavement marking debris, water or spent abrasive. Collected water and debris shall be disposed of off the project site in accordance with all local, state and federal regulations.

d. At the Contractor's option, sandblasting, steel shot blasting or hydroblasting shall be used for removing pavement markings (paint and/or durable/profile markings).

3.3 PAINT APPLICATION

a. Paint markings shall be installed in strict conformance with the provisions of OSSC (ODOT/APWA) 00860, based on the marking material specified or noted on the drawings.

b. Contractor shall apply two (2) coats of paint at manufacturer's recommended rate without the addition of thinner, with a maximum application rate of 125 square feet per gallon.

c. Apply with mechanical equipment to produce uniform straight edges. At sidewalk curbs and crosswalks, a straightedge shall be used to ensure a uniform, clean and straight stripe.

d. The following items shall be painted with the colors noted below:

Pedestrian crosswalks	White
Exterior sidewalk curbs and guard posts/bollards	Yellow
Fire lanes	Red or per local code (*contractor to verify with Fire Chief*)
Lane striping and parking lot light pole bases	Yellow
Handicap symbols	Per local or state code
Parking stall striping	White, unless otherwise noted on plans or required by local code (*contractor to verify with local jurisdiction)*

3.4 DURABLE MARKING APPLICATION

a. Durable pavement markings shall be installed in strict conformance with the provisions of OSSC (ODOT/APWA) 00865, based on the marking material specified or noted on the drawings.

PART 4: SPECIAL PROVISIONS

None.

SECTION 02936
SEEDING AND MULCHING

PART 1: GENERAL

1.1 SCOPE

a. This section includes fine grading, furnishing and placing topsoil, seed fertilizer and mulching material to areas designated on the drawings, specified, or ordered by the City, and watering until growth is assured.

b. The Contractor shall seed and mulch all disturbed areas or areas damaged by his operations.

c. Unless otherwise specified herein or directed, work shall be in conformance with OSSC (ODOT/APWA) 01000, Seeding.

1.2 SUBMITTALS

a. Submittals shall be in accordance with the requirements of Section 01300 and shall include:

1) Manufacturer's material certification.

2) To Owner:

a) Invoices showing the weight, brand and composite analysis of all fertilizer used on the project.

b) Bag tickets showing weight and composition of all seed used on the project.

1.3 PROTECTION

a. Seed shall be sown only between the dates of February 1 and May 15, or August 1 and October 30, unless otherwise permitted by the Owner's Representative.

b. The operation of finish grading and sowing shall not be performed when the ground is frozen or muddy.

c. Permanent seeding on all embankments and disturbed areas shall be established as soon as construction is completed.

PART 2: PRODUCTS

2.1 SEED

a. Dwarf grass seed mixture (low height, low maintenance) shall consist of dwarf perennial ryegrass (80% by weight) and creeping red fescue (20% by weight). Application rates shall be a minimum of 100 lbs per acre.

2.2 FERTILIZER

a. Grass seed shall be fertilized with slow release fertilizer in accordance with manufacturer's recommendations.

2.3 MULCHING MATERIAL

a. When used, hydromulch shall be applied with grass seed at a rate of 2000 lbs. per acre between April 30 and June 10 or between September 1 and October 1, unless otherwise specified on the drawings or by erosion control permits. On slopes steeper than 10 percent, hydroseed and mulch shall be applied with a bonding agent (tackifier). Application rate and methodology to be in accordance with seed supplier recommendations.

b. Mulch used in landscape or lawn areas shall be either hydromulch or finely chopped fescue or rygrass straw mulch conforming with OSSC (ODOT/APWA) Section 010300.15.

c. When use is allowed by jurisdiction in lieu of hydromulch (in areas other than landscape or lawn areas), dry, loose, weed free fescue or rygrass straw used as mulch shall be applied at a rate of 4000 lbs. per acre (double the hydromulch application requirement). Anchor straw by working in by hand or with equipment (rollers, cleat trackers, etc.). Mulch shall be spread uniformly immediately following seeding.

2.4 TOPSOIL

a. Material consisting of loose, friable, loamy topsoil without admixture of subsoil or refuse. It shall be reasonably free from peat, muck, roots, hard clay, coarse gravel, stones, weeds, tall grass, brush, sticks or other litter. For topsoil to be considered loamy, the fraction passing No. 10 sieve shall contain not more than 40% clay. Topsoil shall contain not less than 5% nor more than 20% organic matter as determined by loss on ignition of oven dried samples to constant weight at 212°F.

PART 3: EXECUTION

3.1 PREPARATION OF AREAS TO BE SEEDED

a. Those areas to be seeded shall be at established grades, cross sections, and finish specified at the time of seeding.

b. All areas to be seeded shall be made substantially clear and free of weeds, briars, sticks, loose stones greater than 1-inch, and all other debris detrimental or toxic to the growth of grass.

c. The surface soil on all areas to be seeded shall be in a condition favorable for the germination and growth of grass seed. When conditions are not favorable to germination and establishment of the grass seed, the Contractor shall irrigate the seeded and mulched areas as required to establish the grass cover. The Contractor shall coordinate with the City for any required temporary water service, and pay all fees associated with such water service.

d. A minimum of ½-inch and maximum 1½ inches of surface soil shall be in a loose condition. Soil preparation operations shall be directional along the contours of the areas involved. On cut and fill slopes, the operation shall parallel the roadbed center line to form minor ridges to retard erosion and retain the grass seed.

e. All areas to be seeded shall be prepared in accordance with OSSC (ODOT/APWA) 01000, Seeding.

3.2 SEEDING

a. The mixture to be applied through a pressure-spray distribution system providing a continuous, non-fluctuating discharge. The application of the materials shall be by using a sweeping, horizontal motion of the distributing device.

3.3 WATERING AND MAINTENANCE

a. Seeded areas shall be watered and maintained as specified below until they are established.

1) The seed bed shall be thoroughly watered, as soon as the seed is covered, at the rate of 120 gal/1,000 sf.

2) Water shall be applied by a hydroseeder or water tank under pressure with a nozzle producing a spray that will not dislodge the mulching material.

3) The Contractor shall irrigate the seeded and mulched areas as required to establish the grass cover. Water applications shall be made at least once a week, provided significant rainfall has not occurred within the weekly period. The rate of application shall be 120 gal/1,000 sf.

4) Maintenance shall consist of the repair of areas damaged by erosion, wind, fire, inadequate watering or other causes. The soil in these damaged seeded areas shall be restored to the condition and grade existing prior to application of matting, and restored areas shall be re-limed, re-fertilized, and reseeded.

3.4 NOTIFICATION

a. The Contractor shall give at least two days notice to the Owner's Representative of the time and place of starting his operations and shall keep the Owner's Representative advised of his schedule of operations. Favorable weather conditions shall be selected by the Contractor and approved by the Owner's Representative.

PART 4: SPECIAL PROVISIONS

None.

DIVISION 3

CONCRETE WORK

SECTION 03303
STANDARD PERVIOUS CONCRETE PAVEMENT

PART 1 GENERAL

1.1 SCOPE:

a. This section includes work related to the installation of pervious concrete pavement including sub-grade preparation, the installation the pervious concrete aggregate base, and the installation of pervious concrete pavement.

1.2 RELATED SECTIONS:

a. Section 02201, Excavation, Fills and Subgrade Preparation

1.3 REFERENCES

a. Annual Book of ASTM Standards, American Society for Testing and Materials (ASTM) Standards, Material References:
b. ASTM C 29 "Test for Unit Weight and Voids in Aggregate."
c. ASTM C 33 "Specification for Concrete Aggregates".
d. ASTM C 94 "Specification for Ready-Mixed Concrete".
e. ASTM C 150 "Specifications for Portland Cement" (Types I or II only).
f. ASTM C172 "Specification for Sampling Freshly Mixed Concrete
g. ASTM C 494 "Specification for Chemical Admixtures for Concrete."
h. ASTM C 595 "Specifications for Blended Hydraulic Cements" (Types IP or IS only).
i. ASTM C1688 "Standard Test for Density and Voids Content of Freshly Mixed Pervious Concrete".
j. ASTM C1701 "Standard Test Method for Infiltration Rate of In Place Pervious Concrete".
k. ASTM C 1692 Clean Potable Water
l. OTHER REFERENCES:
   1) When working within the Public Right-of-way, comply with governing Public Agency Specifications, if more restrictive than specified herein.
   2) NRMCA Pervious In Practice Design Guidelines dated 2016 or newer.
   3) NRMCA Pervious Qualified Contractors Manual 2016 or newer.
   4) Evolution Paving Resources 'Pervious Concrete Owner's Manual and Maintenance Guide' 2020 or newer.
   5) NRMCA Pervious Maintenance Guide Manual dated 2016 or newer.
   6) ACI 306R "Cold Weather Concreting" [With specific exceptions pertaining to pervious concrete].

1.4 SUBMITTALS

a. Submit under provisions of Section 01300 - Contractor Construction Submittals.

b. Submit the following for review and approval by the design professional in time after bid opening in accordance with Section 01015 - Bidder's Qualifications.
   1) Certificates of Qualifications for Pervious Contractors (Consultants, Installers, Product Suppliers) per ACI 522-20 or newer.

c. Submit the following for review and approval by the design professional in time for approval, and corrections if necessary, before installation begins.
   1) Mix design as specified in Section 2.
   2) Sample Test Panel for proposed mix. Sample Test Panel placed on-site will be the basis for meeting project criteria, and shall be in conformance with Section 5 Inspections, Testing, and Acceptance.
   3) One (1) permeability test result from the mock-up of the proposed mix: In inches per hour as determined by ASTM C 1701 or an approved equal permeability test. Also, provide conversion to permeability in inches and mm per day if requested.
   4) Jointing plan, if not specified or different from the plans. Spacing shall be 10 on center or less for pavements with vehicle traffic.
   5) An owner's manual for cleaning, repair, and maintenance for installed pervious pavement. Evolution Pervious or NRMCA Pervious Maintenance Guide Manuals dated 2020 or newer.
   6) One-Year Limited Warranty for installed pervious pavement.

1.5 QUALITY ASSURANCE

a. Perform work in this section in accordance with qualifications for consultants, concrete suppliers, installation contractor and testing companies shown in 1.6 below unless otherwise authorized by the design professional of record.

b. ACI 522. 1-20 Specifications for Construction of Pervious Concrete was published in early November 2020. Some practices in this specification includes important details not included in ACI 522-20 but are important and commonly recommended by leading pervious concrete professionals.

c. Follow recommendations of ACI 306R [Except sections within 306R related to Heated Water, Slump, Compressive strength, Walls, Maturity meters, Cement content, and Accelerators do not apply to pervious concrete] when concreting during cold weather.

1.6 QUALIFICATIONS: CONSULTANTS, INSTALLERS, PRODUCT SUPPLIERS

a. Qualifications for Approved Pervious Consultants:
Must hold a certification from NRMCA, CPG, or NPCPA "Pervious Craftsman Certificate" and show references for pervious job supervision and be approved by design professional of record.

b. Qualifications for Pervious Contractors.
The Pervious contractor must have one of the following qualified personnel options on site for all preconstruction meetings, mock up installations and during all pervious placements.
   1) One currently Certified NRMCA "Pervious Craftsman".
   2) Or three currently Certified NRMCA Pervious "Installers".
   3) If the pervious installer does not employ qualified certified personnel, at their expense, they may hire a qualified NRMCA Pervious Craftsman to be present during all placements & required pre-construction meetings and mock up pours.

c. Pervious Concrete Supplier

1) The pervious concrete supplier must have at least one Certified Technician on site for all preconstruction meetings, and at the beginning of each day's pour to inspect and confirm the pervious mix is the specified mix approved for the project.

a) The supplier may also hire at their expense an NRMCA Certified Craftsman to help design the pervious mix and or supervise the initial mock up and pervious installations.

b) The supplier and contractor may use the same Certified Craftsman.

1.7 PROJECT CONDITIONS

a. Protection of Existing Improvements.

1) Protect adjacent work from splashing of paving materials. Remove all stains from exposed surfaces of paving, structures, and grounds. Remove all waste and spillage.

2) Do not damage or disturb existing improvements or vegetation. Provide suitable protection where required before starting work and maintain protection throughout the course of the work.

3) Restore damaged improvements, including existing paving on or adjacent to the site that has been damaged because of construction work, to their original condition or repair as directed to the satisfaction of the design professional of record.

4) Contractor shall document the site with photos or video prior to starting any work. Copies of the photos and/or video shall be provided to the engineer and owner prior to starting work.

b. Safety and Traffic Control:

1) Notify and cooperate with local authorities and other organizations having jurisdiction when construction work will interfere with existing roads and traffic.

2) Provide temporary barriers, signs, warning lights, flagmen, and other protections as required to assure the safety of persons and vehicles around the construction area and to organize the smooth flow of traffic.

c. Weather Limitations:

1) The standard installation temperature range for pervious concrete is between 40°F and 80°F. Lower or warmer temperatures are allowable if the contractor provides written details what will be done to prevent damage caused by installing in warmer or colder conditions and the design professional of record signs off on these alternate mix or placement adjustments.

2) Do not place pervious concrete pavement when the wind, heat or humidity does not allow enough time to place, properly joint, compact, edge, finish and cure before the surface dries and is no longer workable without damaging the surface.

PART 2: PART 2 PRODUCTS

2.1 CONCRETE MIX DESIGN

a. Contractor shall furnish to the design professional of record a mix design for approval prior to the sample pour being placed. The mix design shall include:

1) Mix identification name or number.
2) Cementitious materials by amount and type.
3) Water cement ratio.
4) Aggregate void content as determined by ASTM C29.
5) Admixtures used.
6) Unit weight of the mix as determined in accordance with ASTM C1688.
7) Target finished voids (by percent) of the pervious mix as determined by ASTM C1688.
8) Integral color, if used, shall include brand, color and dosage rate.

2.2 MATERIALS

a. Pervious Concrete:

1) Cement: Portland cements used locally to produce standard concrete are acceptable with engineer's approval.

2) Slag at 30% maximum, or Fly Ash Type C, or F at 20% maximum replacement for Portland Cement is allowed.

3) Aggregate:

a) Aggregate must have a specific gravity of 2.55 or higher.

b) All aggregate approved for use in pervious concrete must be washed rock, free of coatings or other contaminants, unless otherwise approved by the design professional of record.

c) If crushed aggregate is specified, it must be washed rock with at least one fractured face on 70% of the aggregates, unless otherwise approved by the design professional of record.

d) Unless otherwise approved, aggregate shall be 1/4-10 gradation crushed aggregate. The aggregate shall be tested using ASTM C29 dry rodded unit weight to prove it contains at least 40% voids.

e) If an alternate aggregate gradation is proposed, the following shall apply: Aggregate containing a void content of 40% as determined by ASTM C29 is preferred. But alternate void content is allowable if the supplier can demonstrate the mix design proposed allows at least a .34 water cement ratio, 15% to 25% mix voids, and still meet permeability requirements, the design professional of record may approve the aggregate.

4) Admixtures.

a) Internal curing is required. Use HydroMax® Internal Curing Admixture, or approved equal, or saturated lightweight sand. "Internal" Curing is defined as water held in suspension within the mix via Super Absorbent Polymers or structurally rated saturated lightweight aggregates.

b) Use of Hydration stabilizing admixtures like BASF MasterSet/Delvo® or approved equal is recommended to extend the workable time of the mix. 522-20 allows suppliers to extend the delivery and discharge time for pervious mixes to any length of time the stabilizer manufacturer's dosage and performance charts allow. Supplier to provide chart upon request.

c) Retarders are not an approved equal and are not recommended for use in pervious concrete.

d) All admixtures or saturated lightweight sand shall be used per manufacturer's recommendations.

5) Water: Clean potable water shall be used per ASTM C 1602.

6) Proportions

a) Total cementitious material shall not be 550-564 lbs. per CY unless otherwise approved by the manufacturer and the engineer.

b) Slag cement (30%) or Fly ash (20%) may be used to replace Portland cement unless otherwise authorized and approved by the design professional of record. Note, slag cement significantly slows curing time, when temperatures are lower than 55F. This should be considered before opening to vehicular traffic.

c) The volume of aggregate, cement, water, and admixture per cubic yard calculated as a function of the unit weight as determined by ASTM C1688 Standard Test for Density and Voids Content of Freshly Mixed Pervious Concrete and must be adjusted to result in a yield of 27 cubic feet per cubic yard

d) The unit weight per CY of the concrete shall be +/- 5 lbs of the design unit weight

e) The water/cement ratio shall be such that the cement paste displays a wet metallic sheen when floated with a magnesium hand float without causing the paste to flow from the aggregate or seal the surface. After accounting for free water on the aggregates, the water cement ratio required should be at least .34 and may be has high as .41.

f) Voids in the pervious mix must be adjusted if necessary to remain between 15% and 25% as tested by ASTM C1688. Ideal void content: 20% +/- 5%.

b. Pervious Concrete Aggregate Base:

1) Base material is used under pervious concrete for water storage, therefore it shall be composed of uniform sized aggregate.

2) Unless otherwise approved, Pervious Concrete Aggregate Base shall be 1-1/2" – 3/4"crushed rock or 3/4" – 1/2" crushed chip seal aggregate.

3) Alternate gradation may be allowed provided it has at least 40% voids, or approval by the design professional for less than 40% voids.

4) Use of local aggregates that provide 40% voids are allowable.

2.3 TRANSPORTATION METHODS:

a. Standard Ready-Mix Concrete Trucks

1) All mix trucks shall flush and rinse the barrel with water prior to loading regardless if the last load hauled was pervious.

2) Hot water [defined as temperatures more than the water temperature coming out of a well or municipal source] is not to be used in the mix or in the side tanks on the mixers, unless the supplier and installer can demonstrate the mix does not set up too fast to properly place, strike off, finish and cure before the wet metallic sheen on the rocks is lost.

3) Trucks that have difficulty discharging dry mixes shall not be used to deliver pervious concrete.

4) After loading:

a) Each load shall be visually inspected for conformity to specifications.

b) Water adjustments at the plant are preferred to on site adjustments, however;

c) Water may be added at the job site to obtain the specified mix consistency. Water adjustments at the job site shall be approved by the certified pervious concrete installer.

d) Loads that cannot be adjusted on-site to meet allowed unit weight range specified shall be rejected.

e) Concrete shall be deposited as close to its final position as practicable such that fresh concrete enters the mass of previously placed concrete.

f) Minimize the practice of discharging onto sub-grade and pulling or shoveling to final placement.

b. Volumetric (Truck Mounted Mobile Mixers), may be used for delivery and mixing pervious concrete provided.

1) The truck must be calibrated to the mix design specified at the beginning of the job.

2) The certified pervious installer must approve water adjustments during placement to maintain the mix water within specified tolerances.

PART 3: PART 3 INSTALLATION OF BASE AGGREGATE AND PERVIOUS CONCRETE

3.1 INSTALLATION

a. Notification Requirements:

1) The design professional of record shall be notified forty-eight (48) business hours in advance of sub-grade preparation, recharge bed installation, and all pervious concrete pours (including ample time for travel to reach the site) to inspect or send a representative to inspect sub-grade preparation, recharge bed installation, and all pervious concrete pours.

2) A pre-paving conference shall be scheduled held prior to installation of the sample panel. Two weeks' notice preferred but shorter notice allowed if approved by the design professional of record. The following individuals are required to attend:

a) Concrete Supplier:

b) Certified pervious concrete contractor. If not certified, the contractor's hired Craftsman must be there either physically or via live video link.

c) Site work contractor.

d) Project Manager.

e) Design Professional of Record or authorized representative of design professional of record.

b. Pervious Base Aggregate: Specification, Installation and Review of Installed Base

1) Crushed rock is required if delivery trucks will be driving on the base. Mix trucks are allowed to drive on the base rock as long as soft spots in the base are not observed. If soft spots are observed, remove the soft spot so trucks have access. Truck ruts must be leveled prior to placement of the perviousmixture.

2) Before placement of the pervious concrete begins, the pervious concrete contractor shall inspect the in-place aggregate base for compliance to the plans and specifications with written approval of the design professional of record, as follows:

a) A nonwoven filter fabric, Marifi^{tm} 140 or approved equivalent, if required, must be properly secured as recommended by fabric manufacturer.

b) When the pervious concrete abuts a building face or interfaces with asphalt concrete pavement, an impervious barrier shall be installed to prevent water from seeping from the re-charge bed into adjacent base materials or structures. Approved barriers may include;

(1) 1 An impermeable pond liner properly installed to prevent flow from the aggregate base.

(2) Flush curbs placed onto impermeable soil or used in conjunction with a waterproof liner.

(3) Any barrier chosen by the design professional of record to isolate the adjacent structure.

c) The base must be compacted to an acceptable level as approved by the design professional of record.

d) Test the base aggregate for permeability aftercompaction.

e) Base rock temperature and moisture control.
Two to twelve hours prior to placing concrete, and immediately prior to the pour, the re- charge bed shall be soaked with water to minimize effect of dry or hot aggregate from drawing moisture out of the plastic concrete. The design professional of record may waive this requirement in wet conditions.

f) All other elements of the design (i.e. conduits, drainage pipe(s), utilities, irrigation sleeves, etc.) Contractor to review all plans to determine placement of all elements prior to placing concrete.

g) All joints are to be clearly marked on the forms or base rock prior to placement. Radius joints between forms shall be painted on the base rock before placement begins.

(1) Contractor must follow the "jointing plan" as per the plans unless approved in writing by the design professional of record.
(2) Joints should not exceed ten (10) feet in either direction on pavements with vehicle traffic.
(3) Panel dimensions shall not exceed 125% of square.

c. Pervious Concrete Placing Equipment:

1) Powered spinning, "Roller" Screeds are recommended for placing pervious.

2) Placement using vibrating truss screeds is no longer recommended.

3) A hand operated straight edge may be used to place the pervious concrete if roller screeding is not practical due to access or other practical obstacles.

4) A slipform paver may be used to place the pervious concrete approved by the design professional of record.

d. CI. Approved Hand Tools:

1) A "Riser Strip" (shim) may be required during screeding. This may be required if the elevation after "cross rolling," is below the specified finished elevation.

2) An approved pervious concrete "Cross" roller such Lura™ or Bunyan® brand or approved equal capable of applying a minimum weight of 30 Lbs./LF.

3) "Static" rollers are no longer recommended. Use of pervious cross rollers defined as roughly 30" wide, weighing 70-80 pounds, with tapered ends may be used instead of Static Rollers provided the cured pavement surface does not ravel.

4) Use of asphalt rollers or plate compactors are not allowed, unless they can be demonstrated not to seal the surface, they prevent raveling and do not result in uneven surfaces. Use of such tools must be approved in writing by the design professional of record.

5) A weighted steel "Fresno" or Magnesium float or other tools may be used to remove cross roller marks and improve the appearance of the pavement surface provided it does not seal the surface or reduce permeability below acceptable rates of infiltration.

6) Hand floats and other tools typical to concrete finishing may be used but only if they do not seal the surface, reduce permeability below acceptable infiltration rates or result in a slippery surface texture.

7) Powered floats, fitted with a pan, may be used if the contractor can demonstrate the ability to use the tool without sealing the surface and the surface remains raveling free for one year. Power troweling must be completed within 10 minutes of placement unless the mix is treated with set extending admixtures and weather conditions and base watering has been properly completed.

8) Walking edgers, deep jointers, and hand edgers with specified radius. If no radius is specified, the installer may use radius edgers with a minimum ½" radius or greater with approval from engineer.

9) Concrete saws shall be used whenever possible.

10) "Pizza" Style deep groovers are NO LONGER RECOMMENDED! They may be used if necessary but only if the joint radius leaves no torn or ragged edges. If the deep groover leaves ragged or torn edges, touch up the radius using a steel groover or hand tools to dress the edge.

11) Groovers designed for tooling radius contraction joints may be required to touch up both sides of wet cut deep contraction joints.

e. Placing, Compaction, Jointing and Finishing Process

1) Pervious materials shall be placed as on the ground as close as possible to its final location. Avoid piling and dragging into place when possible.

2) Immediately after placement, before screeding, workmen shall compact the edges within four (4) inches of the edge by stepping on fresh pervious. Avoid contaminating the surface with dirty boots. If dirt is transferred to the compacted edge, remove the contaminated mix from the grade.

3) If necessary, strike off the surface slightly high using a "riser strip" to compensate for compaction to final grade.

4) If a riser is used, compact to final grade using an approved pervious cross roller or power pan float immediately after striking off surface.

5) Saw cutting contraction joints are now preferred, but if wet cuts are used, they must be installed immediately after compaction. Time is of essence. Jointing without delay aids in the ease of installation and the durability of the tooled edge.

a. If a "pizza cutter" deep groover is used, the deep grove shall be cut in one direction only.

b. If ragged edges or surface tears are created while using the pizza cutter, immediately touch up these edges with steel radiused, "butterfly, torpedo or other steel groover designed to leave the tooled pervious edge tightly compacted and free of ragged or torn appearances. Avoid the use of wood or aluminum tools unless you can demonstrate the ability to do so without tearing the edge.

6) All edges and cold joints must be edged unless otherwise specified. A tooled radius edge is also required next to curbs.

7) If the surface or edges are "torn" or not otherwise uniform, immediately add fresh material to correct the appearance. Do not add material after the "sheen" has left the surface. Working with partially set paste (matte appearance as opposed to wet metallic) or un-compacted surface material can weaken the bond and increase the chance of raveling.

8) Spraying a mist of hydration stabilizers like BASF Confilm™ or approved equal can help finish torn surfaces if the fresh paste is not diluted.

9) After cross rolling the surface, a weighted Fresno or other finishing tool as needed may be used to remove cross roller marks (if any) and to touch up the surface. Demonstration of all final finishing tools should be included in the mock up placement for owner approval.

10) Avoid over-finishing of the surface to protect surface permeability. If material needs to be added or removed, make changes immediately and re-screed, compact changes and refinish as needed.

11) Cold joints should be avoided if possible.

a) If a delay occurs that lasts long enough the concrete is no longer workable (metallic sheen lost), install a header and create a transverse construction joint, compact the edge the new joint.

b) If the mix is cut back to a scheduled joint, excess concrete must be removed to allow at least three (3) inches of fresh mix on the surface. Use a straight edge and edging tool to make a tooled radius edge at the new joint.

c) During short delays cover the pavement, including the face of the new edge, with plastic until fresh concrete arrives.

d) Use of a surface stabilizing agent like "BASF Confilm™ or approved equal, is encouraged during delays. Stabilizers may be reapplied as long as the paste is not diluted or damaged.

12) Sawed joints: (Recommended).

a) Sawing is the preferred jointing method to reduce joint raveling. Saw cutting should begin as soon as the pavement has hardened sufficiently to prevent raveling and uncontrolled cracking.

b) A delay in saw cutting fresh pervious may be allowed up to three days if the pavement is placed or wet cut in sections 20 feet by 40 feet on center or smaller and as long as cracks do not develop before or after cutting.

c) If curing plastic is used for surface curing, and it is removed for cutting before the seven days curing time is complete, only remove plastic in the immediate area of the cut. Do not remove entire runs at the same time. Immediately after cutting, soak the surface of the pavement and re-cover with plastic to complete the curing time.

d) Dust created by dry cut pavements must be removed simultaneously (within a few feet) behind cutting. Failure to remove within a few minutes, can clog or stain the surface.

e) Slurry created by wet cutting must be immediately and thoroughly flushed or vacuumed from the surface before the water in the slurry drains out.

f. Curing Materials and Procedures

1) Surface curing pervious pavements is always required, even if internal curing methods are used! In past specifications, 20 minutes was allowed between placement and curing. That has been updated.

a) Curing now must be applied within 10-feet or less after placement, unless the mix is treated with set extending admixtures, weather conditions are calm winds, under 50 degrees F, and humidity is higher than 60%.

b) In dry or windy conditions, curing may need to be applied even sooner than 10-minutes.

c) If 6 mil plastic sheeting is used, cover and securely anchoring the edges within 10-minutes or 15 feet of placing the fresh pervious is recommended in all conditions because this has proven to dramatically reduce raveling. Do not allow the plastic to "billow" in the wind. Extra time is allowed if internal curing, hydration stabilization is used, and wind less than 3 mph and humidity is high enough the pavement does not ravel after curing.

d) Placing should be suspended if the wet metallic sheen cannot be maintained long enough to complete finishing operations.

2) Curing options for **internally cured** mixes. **Internally cured** pervious mixes may use other curing options if those options successfully protect the surface from raveling.

a) Covering the surface and all unprotected edges with polyethylene plastic sheeting is approved.

b) Spraying curing compounds on the surface of internally cured pervious concrete may be used as an alternative to plastic under the following stipulations:

(1) The surface is cured within the time limit in F.1.a,

(2) The pervious contractor must be able to demonstrate that the curing compound used and the timing used to apply the cure is adequate to prevent surface raveling within the first year after opening to traffic.

(3) The pervious contractor agrees to remove and replace surface raveling.

3) If plastic sheeting is use, black or white (opaque) sheeting is preferred over clear. If possible, maintain the same plastic color throughout the project.

4) The sheeting shall overlap all exposed edges and shall be secured; without using dirt or stones smaller than the aggregate in the mix, to securely anchor the plastic for all weather conditions.

5) Sheeting with unrepaired holes or rips will not be allowed.

6) A fog or light mist may be sprayed using CONFILM™ or approved equivalent (surface hydration- stabilizing agent). Apply with a pressure sprayer above the surface as needed during high temperature, high wind, and low humidity. Do not allow so heavy the paste is diluted.

7) Protection from Salts and Deicers.

a) Use of salt or other deicing chemicals on pervious concrete is not recommended. This especially true during the first one year after installation is prohibited. But since this prohibition is routinely ignored, at this time, the following practices have helped minimize damage:

(1) For additional protection from chemical damage, insure mix is adequately hydrated. If the water cement ratio is below .35, the cement is not fully hydrated and therefor will be more prone to chemical damage.

(2) Application of "SoyCuretm, penetrating concrete sealer or approved equal has proven more effective than without sealers. Reapplication annually may help provide protection.

b) In cold zones where salt and deicing chemicals are heavily used, pavement damage can be severe. Instead of chemicals the use of snow blowers to remove snow or applying ¼"-10 crushed asphalt aggregates for traction control are recommended as an alternative to salt or deicers. Do NOT Use of Mag-Chloride based deicers at any time! They will damage the pavement and void the warranty!

c) No warranty is offered from salt or deicer damage.

g. CURE TIME:

1) Curing times shown are based on temperatures remaining at or above 55°F for the duration of the listed curing time. At temperatures below 55°F, curing time must be extended before opening to traffic. The amount of added time to be determined by the design professional of record. In very cold regions the curing time extension can be very long if temperature remains low.

2) HydroMax® treated mixes may shorten the time sheet plastic is required, but the shortened surface curing time does not shorten the cure time required before opening to traffic.

3) Passenger car traffic can be allowed after seven days.

4) Truck traffic (HS-20) loaded or un-loaded shall be not be allowed for at least ten days.

PART 4: PART 4 PROTECTION, REPAIRS, MAINTENANCE/CLEANING

4.1 PAVEMENT PROTECTION: DURING CONSTRUCTION/BEFORE ACCEPTANCE

a. The general contractor must inform all trades; especially landscapers, not to dump fine materials such as dirt or bark on the pervious concrete.

1) The general contractor must protect the pavement from other trades who use the pavement for staging, storage or other reasons.

2) Protect the pavement surface from abrasion, discoloration, or sediments by covering with a geotechnical fabric. This fabric must be properly anchored and maintained in place starting when the curing plastic is removed and remaining until completion of any construction or landscaping activity that may expose the pavement to hazards.

3) It is the general contractor's responsibility to remove and pay for replacement costs of surface damage for causes out of the control of the installer.

b. At the completion of the job, loose construction "crumbs" left on the surface of the pavement shall be flushed off the surface of the pavement just prior to substantial completion by the general contractor unless otherwise specified within the contract.

1) A water truck to flush the loose material, using a high volume, low pressure water flow, is the preferred way to clean the pavement.

2) Remove loose material on the pavement surface before painting lines or other symbols on the pavement.

c. The general contractor shall be responsible to clean, repair and touch-up, or replace when directed, pavement which has been soiled, discolored, or damaged by other trades prior to substantial completion.

4.2 REPAIRS

a. Remove and replace pavement sections that fail to meet standards established and approved by the owner. Unless otherwise authorized by design professional of record, remove the entire section at no expense to the owner at the nearest joint.

b. Patching small areas may be allowed if the installer uses the exact mix design with the same ingredients and cement supplier. Minor color differences are to be expected and are not a basis for rejecting patching.

c. If the pavement has been clogged with construction debris or other sediment, clean the pavement as shown in section 4.3 and retest. If the pavement is slow draining because of improper mix design or installation techniques, remove and replace the section of pavement that is not compliant with the specifications to the nearest joint

4.3 MAINTENANCE /CLEANING AFTER CONSTRUCTION AND ACCEPTANCE OF WORK.
The owner is responsible for all Maintenance after construction and project work acceptance. The contractor must supply the owner with a copy of, "Evolution Pervious Paving Resources 'Pervious Concrete Owner's Manual and Maintenance Guide 2020 or newer" or the NRMCA Pervious Maintenance Manual dated 2016 or newer.

PART 5: PART 5 INSPECTIONS, TESTING, ACCEPTANCE:

5.1 MOCK UP AND INSPECTIONS

a. The design professional of record shall approve a site cast sample of the specified pavement before paving begins. The following criteria for the sample shall be used:

1) At a location approved by the contracting agency contractor shall construct a sample on site using the same design requirements required for the substantial portion of the project.

a) The sample test panel should be a minimum of 225 square feet and should be installed using the same tools and qualified personnel required for project installation.

b) The fresh concrete used in the test panel shall be tested for voids and unit weight as per ASTM C1688 and permeability ASTM C1701 or approved equal.

c) Repeat the mockup as needed until the mock up meets specifications and is approved by the owner.

d) The surface appearance of the sample must be approved for texture, finish and should have minimal surface tearing or raveling. The finished product must match the approved sample.

2) Accepted sample panels, in like new condition, may be used in the contract work.

3) Thickness. No measured sample may be less than 3/8" of specified thickness.

5.2 TESTING:

a. If testing is specified, it shall be completed by an accredited laboratory who has experience using ASTM C 1688 and ASTM C 1701 or as approved by the design professional. All tests must be completed in accordance with the referenced standards as outlined in 1.3. If this level of experience is not available, the contractor shall hire an NRMCA Pervious Craftsman with experience using ASTM C 1688 or C 1701 to supervise the testing lab in testing.

b. Fresh Pervious Concrete:

1) A unit weight test using ASTM C 1688 shall be taken from the first load of the project to verify the mix design used is accurate. At the discretion of the design professional of record additional tests for each day's placement of pervious concrete in accordance with ASTM C 1688 to verify unit weight may be conducted.

2) If the unit weight is out of specifications, the installer and supplier shall be notified immediately after discovery. The installer must help the supplier correct the deficiency before work can continue and the testing confirms the correction has been made and conforms to design standards.

3) Aggregate confirmation: A representative sample of the fresh mix shall be taken from the first load of the project.

a) This sample shall be immediately flushed of cement slurry to visually confirm the aggregate reasonably meets size or fracture requirements.

b) If the aggregate is not the material specified, the pour shall be suspended until the correct mix can be confirmed.

4) Since no ASTM or ACI approved compressive test has been adopted, compressive strength testing shall not be used for acceptance or rejection of the pervious pavement. If the pavement meets permeability requirements and does not ravel it shall be accepted.

c. Hardened Pervious Concrete

1) Permeability shall be tested using ASTM C 1701 or an approved equal.

a) Must be tested on clean, level pervious pavement upon removal of the curing plastic and accepted before opening the pavement to traffic.

b) Permeability shall be tested at least 250 inches per hour within 14 days after curing plastic is removed.

c) If less than six (6) inches of open graded base rock is used under the pavement the permeability rate will not be valid and the permeability rate shall not be used for criteria for acceptance of rejection of the pavement.

d) An approved equal to ASTM 1701 permeability testing. Use of Evolution Pervious abbreviated permeability test is approved for initial permeability testing. If permeability using the abbreviated method are acceptable to the professional of record, ASTM 1701 is not required. The design professional of record is authorized to determine permeability on slopes.

2) Core Testing

a) No cores may be taken in the first seven days after placement.

b) Core testing is not recommended in pavements not exposed to heavy traffic. The design professional of record may specify the need for core samples of the hardened concrete.

c) If cores are required, the cores shall be measured for thickness only. Untrimmed, hardened core samples may be used to determine placement thickness. The average of all cores shall not be less than the specified thickness with any individual core being more than ½ inch less than the specified thickness. ASTM C140 shall not be compared to ASTM C1688 Fresh pervious voids testing results. The results of these two test methods by design will not match. Refill core tests with standard concrete.

5.3 ACCEPTANCE.

Completed work that meets the standards approved in the sample panel shall be approved.

END OF SECTION

DRAWINGS FOR:

LA DA DA LANE STREET IMPROVEMENTS

FOR:

The City of Yachats, Oregon
P.O. Box 345
Yachats, Oregon 97498
(541) 547-3565

DISCLAIMER: UTILITIES DEPICTED ARE BASED ON EVIDENCE FOUND IN THE FIELD, MUNICIPALITY AND/OR OTHER GOVERNMENT ENTITY AS-BUILT PLANS, CONTRACTOR PLANS AND OTHER DOCUMENTS OF RECORD. BARKER SURVEYING ASSUMES NO RESPONSIBILITY FOR UTILITIES THAT ARE NO LONGER IN USE, INSTALLED AFTER THE DATE OF ACTUAL SURVEY, NOT IDENTIFIED OR NOT LOCATED. THIS INCLUDES UTILITIES UPON PUBLIC OR PRIVATE PROPERTY.

SPECIFIC UTILITY POSITIONS INDICATED ON THE GROUND SURFACE PROVIDED BY LOCATION SERVICES MAY VARY DUE TO UNDERGROUND DETECTION CAPABILITIES.

ABBREVIATIONS

A.C. or ASPH.	ASPHALTIC CONCRETE	IRR.	IRRIGATION
A.D.	AREA DRAIN	INV.	INVERT
ASSY.	ASSEMBLY	J.B.	JUNCTION BOX
BLDG. or BLD.	BUILDING	L.P.	LIGHT POLE
BW	BOTTOM OF WALL	M	METER, MAIN
CATV	CABLE TELEVISION	M.B.	MAILBOX
C.B.	CATCH BASIN	M.H.	MANHOLE
C.O.	CLEAN-OUT	O.H.	OVER-HEAD
CONC.	CONCRETE	P/L or ℄	PROPERTY LINE
C.L. or ℄	CENTERLINE	P.P.	POWER POLE
D.I.	DUCTILE IRON	PVC	POLYVINYL CHLORIDE
E.G.	EDGE OF GRAVEL	PWR or P	POWER
E.O.P. or E.P.	EDGE OF PAVEMENT	R. or RAD.	RADIUS
ELEV.	ELEVATION	R.O.W. or R/W	RIGHT-OF-WAY
EX. or EXIST.	EXISTING	SAN.SEWER or S.S.	SANITARY SEWER
F.D.C.	FIRE DEPT. CONNECTOR	ST.D. or S.D.	STORM DRAIN
FT.	FEET	SVC.	SERVICE
F.F.	FINISH FLOOR	S/W	SIDEWALK
F.G.	FINISH GRADE	T.C.	TOP OF CURB
F.H.	FIRE HYDRANT	TEL. or T	TELEPHONE
F.I.	FIELD INLET	TRANS.	TRANSFORMER
F.M.	FORCE MAIN	TRAF. SIG. or T.S.	TRAFFIC SIGNAL
GRAV.	GRAVEL	TW	TOP OF WALL
G.M.	GAS METER	TYP.	TYPICAL
G.P.	GATE POST	U.G. or U/G	UNDER GROUND
GS	GROUND SHOT	UTIL.	UTILITY
G.V.	GAS VALVE	W/	WITH
H	HANDICAP	WAT. or W	WATER
HYD.	HYDRANT	WLM	WETLANDS MARKER
I.R.	IRON ROD	W.M.	WATER METER
I.P.	IRON PIPE	Y.P.C.	YELLOW PLASTIC CAP

SYMBOLS

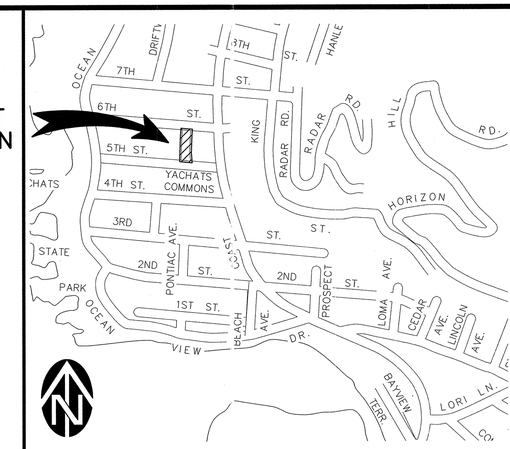
- AD — AREA DRAIN
- CB or CB — CATCH BASIN
- CO — SEWER CLEANOUT
- FIRE HYDRANT
- GV — GAS VALVE
- WV — WATER VALVE
- WM — WATER METER
- DS — DOWN SPOUT
- T — MANHOLE TELEPHONE
- D — MANHOLE STORM DRAIN
- S — MANHOLE SAN. SEWER
- TREES – *TREENAME* DIAMETER (INCHES)/DRIP RADIUS (FEET)
  NOTE: DIAMETER MEASURED AT BREAST HEIGHT
- SIGN POST
- PWR G PED — POWER PEDESTAL
- TEL PED — TELEPHONE PEDESTAL
- CATV PED — CATV PEDESTAL
- MAIL BOX
- IV — IRRIGATION VALVE
- LP — STREET LIGHTS
- P PP — UTILITY/POWER POLES
- TP — TEST PIT
- MONUMENT FOUND

LINE TYPES

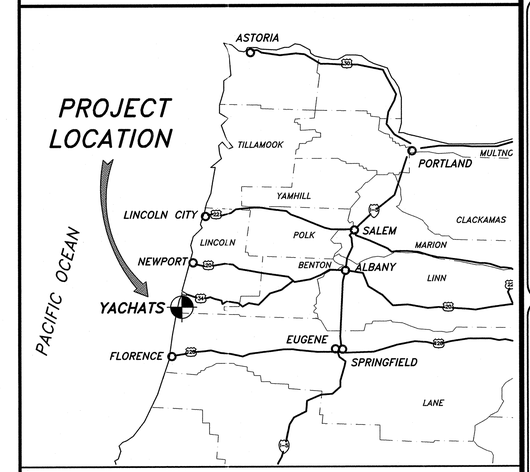
- CATV LINE — CATV
- COMMUNICATION LINE — COM
- EASEMENT LINE
- FENCE LINE
- FIBER OPTIC — FOC
- GAS LINE — GAS
- OVERHEAD LINE — OH LINES
- PHONE LINE — PH
- POWER LINE — ELEC
- SANITARY SEWER — SS
- STORM DRAIN — SD
- WATER LINE — W

811
Know what's below.
Call before you dig.

PROJECT LOCATION



LOCATION MAP



VICINITY MAP

SHEET INDEX

SHT NO	DESCRIPTION
1	COVER SHEET, VICINITY MAPS & DRAWING INDEX
2	NOTES
3	EROSION CONTROL PLAN
4	EROSION CONTROL NOTES & DETAILS
5	LA DE DA LANE SURVEY & DEMOLITION PLAN
6	LA DE DA LANE SITE PLAN
7	LA DE DA LANE GRADING PLAN
8	LA DE DA LANE SECTIONS
9	DETAILS

NO.	DATE	DESCRIPTION	BY
1			

REVISIONS

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DSN. RCE
DRN. RCE
CKD. RCE
DATE: FEB 2021

REGISTERED PROFESSIONAL ENGINEER
OREGON
JULY 15, 1989
RAYMOND C. ENGEL
RENEWAL: 12/31/2021

WESTECH ENGINEERING, INC.
CONSULTING ENGINEERS AND PLANNERS
3841 Fairview Industrial Dr. S.E., Suite 100, Salem, OR 97302
Phone: (503) 585-2474 Fax: (503) 585-3986
E-mail: westech@westech-eng.com

City of Yachats, Oregon
La De Da Lane Street Improvements

Cover Sheet
Vicinity Maps &
Drawing Index

DRAWING
1

JOB NUMBER
3096.2030.0

2/5/2021 2:54:04 PM
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GENERAL NOTES:

1. Unless otherwise specified or noted on the drawings, all grading, rocking, paving, utility and related work shall conform to Oregon Standard Specifications for Construction – OSSC (ODOT/APWA), 2021 edition, or local jurisdiction standards, whichever is more stringent.

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

3. Contractor to notify City and all utility companies a minimum of 48 business hours (2 business days) prior to start of construction, and comply with all other notification requirements of agencies with jurisdiction over the work.

4. A copy of final approved construction drawings and any required permits shall be kept on–site at all times, for review by inspectors upon request.

5. Contractor shall provide all bonds and insurance required by public and/or private agencies having jurisdiction.

6. All materials and workmanship for facilities in street right–of–way or easements shall conform to approving agencies' construction specifications wherein each has jurisdiction, including but not limited to the City, County, Oregon Health Division (OHD) and the Oregon Department of Environmental Quality (DEQ).

7. Unless otherwise approved by the Public Works Director, construction of all public facilities shall be done between 7:00 a.m. and 6:00 p.m., Monday through Friday.

8. The Contractor shall perform all work necessary to complete the project in accordance with the approved construction drawings including such incidentals as may be necessary to meet applicable agency requirements and provide a completed project.

9. Any inspection by the City or other agencies shall not, in any way, relieve the Contractor from any obligation to perform the work in strict compliance with the contract documents, applicable codes, and agency requirements.

10. Contractor shall maintain one complete set of approved drawings on the construction site at all times whereon he will record all approved deviations in construction from the approved drawings, as well as the station locations and depths of all existing utilities encountered. These field record drawings shall be kept up to date at all times and shall be available for inspection by the City or Owner's Representative upon request. Failure to conform to this requirement may result in delay in payment and/or final acceptance of the project.

11. Upon completion of construction of all new facilities, Contractor shall submit a clean set of field record drawings containing all as–built information to the Engineer. All information shown on the Contractor's field record drawings shall be subject to verification. If significant errors or deviations are noted, an as–built survey prepared and stamped by a registered professional Land Surveyor shall be completed at the Contractor's expense.

12. 12. Elevations shown on the drawings are based from NGS Benchmark 1603, Elevation 67.53' (NAVD 1988 datum), located in Yachats, at 877 Highway 101, 74.8' east of the northeast corner of a house at 887 Highway 101, 73.5' north of the center of driveway, 38.8' west of the centerline of the highway, 19.4' south of a Texaco service station sign, 12.8' southeast of a utility pole, and 5.2' south of the extended center of 9th St. Surveying for design was completed by Barker Surveying at (503) 588–8800.

13. The contractor shall retain and pay for the services of a registered Civil Engineer and/or Land Surveyor licensed in the State of Oregon to establish construction control and perform initial construction surveys to establish the lines and grades of improvements as indicated on the drawings. Staking for buildings, structures, curbs, gravity drainage pipes/structures and other critical improvements shall be completed using equipment accurate to 0.04 feet horizontally and 0.02 feet vertically, or better. Use of GPS equipment for final construction staking of these critical improvements is prohibited. The registered professional surveyor shall provide the design engineer with copies of all grade sheets for construction staking performed for the project.

14. Contractor is solely responsible for assuring that any site, street or utility work meets or exceeds any and all legal requirements and any and all industry best practices in the design, construction and/or performance of such site, street or utility work. Contractor is solely responsible for payment of any assessment, fine, penalty, claim, damages or costs that result from Contractor's (a) performing site, street or utility work or (b) failing to perform site, street or utility work that meets or exceeds any and all legal requirements and industry best practices. The City may require (and Contractor shall provide the City if requested) copies of confined space entry plans conforming with the requirements of OR–OSHA, traffic control plans, or other plans or performance descriptions necessary or desirable for Public Works to assure that these requirements can be met in performing the work. The City's acceptance, review, or comments on or about the adequacy of any such plan shall not remove or reduce Contractor's sole responsibility to meet any and all legal requirements, administrative requirements, or industry best practices, and Contractor specially assumes, will defend, and will indemnify the City for any liability, damages, fines, fees or assessments related in any manner to Contractor's site, street or utility work.

15. Fire, Police, Transit, School Bus Notification. Contractor shall provide a minimum of 48 hours (2 work days) notice to police, fire department and Post Office prior to any work that will impact vehicular traffic, and ensure that alternate emergency access is available. Provide a minimum 1 week (5 work days) notice to any transit district or school district of any traffic impacts on streets which are on bus routes (Contractor to verify routes), and verify that arrangements are made for alternate routes.

16. Garbage/Recycle Notification. Contractor shall provide a minimum 1 week advance notice for the garbage/recycle collector, and make arrangements for the garbage and/or recycle receptacles at all properties to be placed at a location where they can be collected on the appropriate day(s).

TRAFFIC CONTROL

17. Contractor shall erect and maintain barricades, warning signs, traffic cones (and all other traffic control devices required) per City, County and ODOT requirements in accordance with the current MUTCD (including Oregon amendments). Access to driveways shall be maintained at all times. All traffic control measures shall be approved and in place prior to any construction activity. Prior to any work in the existing public right–of–way, Contractor shall submit final traffic control plan to the City, County and ODOT for review and issuance of a Lane Closure or Work in Right–of–Way Permit.

TESTING AND INSPECTION:

18. The Contractor shall be responsible to ensure that all required or necessary inspections are completed by authorized inspectors prior to proceeding with subsequent work which covers or that is dependent on the work to be inspected. Failure to obtain necessary inspection(s) and approval(s) shall result in the Contractor being fully responsible for all problems and/or corrective measures arising from uninspected work.

19. Unless otherwise specified, the "Required Testing and Frequency" table outlines the minimum testing schedule for the project. This testing schedule is not complete, and does not relieve the Contractor of the responsibility of obtaining all necessary inspections or observations for all work performed, regardless of who is responsible for payment. Cost for retesting shall be borne by the Contractor.

EXISTING UTILITIES & FACILITIES:

20. The location and descriptions of existing utilities shown on the drawings are compiled from available records and/or field surveys. The Engineer or utility companies do not guarantee the accuracy or the completeness of such records. Contractor shall field verify locations and sizes of all existing utilities prior to construction.

21. The Contractor shall retain a surveyor to research, locate and mark all existing property and street monuments within or adjacent to the work areas prior to construction. Any survey monuments that will be disturbed during construction of the project shall be referenced (prior to construction) and replaced (following construction) by a Registered Land Surveyor at the Contractor's expense. The monuments shall be replaced within a maximum of 90 days, and the County Surveyor shall be notified in writing and/or a survey document recorded as required by ORS 209 140, ORS 209.150 and/or ORS 209.155 as applicable.

22. Contractor shall field verify location and depth of all existing utilities where new facilities cross. All utility crossings marked or shown on the drawings shall be potholed using hand tools or other non–invasive methods prior to excavating or boring. Contractor shall be responsible for exposing potential utility and other conflicts far enough ahead of construction to determine necessary grade, alignment or depth modifications without delaying the work or requiring otherwise unnecessary materials, fittings or structures. If grade, alignment or depth modification is necessary, Contractor shall notify the Design Engineer, and the Design Engineer or the Owner's Representative shall obtain approval from the City prior to construction.

23. All facilities shall be maintained in–place by the Contractor unless otherwise shown or directed. Contractor shall take all precautions necessary to support, maintain, or otherwise protect existing utilities and other facilities at all times during construction. Contractor to leave existing facilities in an equal or better–than–original condition and to the satisfaction of the City and Owner's Representative.

24. Utilities that are abandoned in place, or interfering portions of utilities, shall be removed by the Contractor to the extent necessary to accomplish the work. The Contractor shall plug the remaining exposed ends of abandoned utilities after appropriate verification procedures have taken place (grout or concrete plugs, if used, shall be installed to fill the full pipe diameter for a distance of two times the pipe diameter back from the pipe end).

25. Contractor shall remove all existing signs, mailboxes, fences, landscaping, etc., as required to avoid damage during construction and replace them to existing or better condition.

26. The Contractor shall be responsible for managing construction activities to ensure that public streets and right–of–ways are kept clean of mud, dust or debris. Dust abatement shall be maintained by adequate watering of the site by the Contractor.

GRADING, PAVING & DRAINAGE:

27. Clear and grub within work limits all surface vegetation, trees, stumps, brush, roots, etc. Do not damage or remove trees except as shown or noted on the drawings, or as approved by the Owner's Representative. Protect all roots two inches in diameter or larger on trees which are not to be removed.

28. Strip work limits, removing all organic matter, which cannot be compacted into a stable mass. All trees, brush, and debris associated with clearing, stripping or grading shall be removed and disposed of off–site.

29. Immediately following stripping and grading operations, compact subgrade to 95% of the maximum dry density per AASHTO T–180 test method (Modified Proctor). Subgrade must be inspected and approved by the Owner's authorized representative before placing embankments, engineered fills or fine grading for base rock.

30. Contractor is responsible for coordinating with the City for the following proof–rolls (witnessed by the City, with a fully loaded rock truck). Performance of proof–rolls summarized below are required for all public street, fire lane or common use driveway improvements. Performance of a proof–roll does not replace the requirement for density testing where specified or where required by City standards.
––Subgrade proof–roll – prior to fabric or baserock placement
––Finished rock proof–roll – prior to paving
If the subgrade is disturbed after the subgrade proofroll, or if inclement weather (ie. significant rain) occurs between the time any proof roll is performed and baserock placement, curb placement or paving, another proof roll may be required by the City.

31. Granular baserock for standard PCC concrete and asphalt shall conform to the requirements of OSSC (ODOT/APWA) 02630.10 (Dense Graded Base Aggregate).

32. Compact granular baserock to 95% of the maximum dry density per AASHTO T–180 test method (Modified Proctor). Written baserock compaction test results from an independent testing laboratory must be received by the Owner's authorized representative before placing AC pavement, and a finished rock grade proof–roll (witnessed by the City) must be performed.

33. AC pavement shall conform to OSSC (ODOT/APWA) 00744 (hot mixed Asphalt Concrete Pavement –ACP) for standard duty mix. Unless otherwise specified or shown on the drawings, base lifts shall be 3/4" dense graded mix, while wearing courses shall be 1/2" dense graded mix. Unless otherwise specified or shown on the drawings, AC pavement for parking lots and streets shall be Level 2 mix (superpave 65 gyrations) per OSSC (ODOT/APWA) 00744.13.

34. AC Pavement shall be compacted to a minimum of 91% of maximum density as determined by the Rice standard method. Written AC pavement compaction test results from an independent testing laboratory must be received by the Owner's authorized representative before final payment.

35. Pavement surface shall be a smooth, well–sealed, tight mat without depressions or bird baths. Bony or open graded pavement surfaces shall be repaired to the satisfaction of the Owner's Representative, prior to final acceptance of the work.

36. ACP mixtures shall be placed only when the surface is dry and weather conditions are such that proper handling, finishing and compaction can be accomplished. In no case shall bituminous mixtures be placed when the surface temperature is below the minimum established under 2015 OSSC (ODOT/APWA) 00744.40 (AC – Season and Temperature Limitations) or the project specifications, whichever is more stringent.

37. Contractor shall protect new pavement against traffic as required, until it has cooled sufficiently to avoid tracking.

38. Unless otherwise shown on the drawings or details, straight grades shall be run between all finish grade elevations and/or finish contour lines shown (exception: where grades shown cross sidewalks, slopes shall be adjusted to ensure that maximum allowable sidewalk cross slopes are not exceeded).

39. Finish pavement grades at transition to existing pavement shall match existing pavement grades or be feathered past joints with existing pavement as required to provide a smooth, free draining surface.

40. All existing or constructed manholes, cleanouts, monument boxes, gas valves, water valves and similar structures shall be adjusted to match finish grade of the pavement, sidewalk, landscaped area or median strip wherein they lie. Verify that all valve boxes and risers are clean and centered over the operating nut.

41. All street signs, traffic control signs, curb & pavement painting or striping, and/or reflectors shall be installed (in conformance with City and MUTCD standards) prior to requesting final inspection by the City.

42. Unless otherwise shown on the drawings, no cut or fill slopes shall be constructed steeper than 2H:1V.

43. Contractor shall seed and mulch all exposed slopes and disturbed areas which are not scheduled to be landscaped, including trench restoration areas. Mulch shall be either hydromulch or finely chopped fescue or rygrass mulch conforming with OSSC (ODOT/APWA) Section 01030.15 Per the OSSC, CEREAL GRAIN STRAW (wheat or similar) IS NOT AN ACCEPTABLE SUBSTITUTE without specific written approval.

CURBS & SIDEWALKS:

44. Unless otherwise shown or indicated on the drawings, 6–inches nominal curb exposure used for design of all parking lot and street grades.

45. Construction of all curbs & sidewalks shall conform to the applicable requirements of OSSC (ODOT/APWA) Section 00759, Miscellaneous Portland Cement Concrete Structures, including placement, curing, finishing and the repairing of minor defects. Major defects (as determined by the Owner's Representative) will require removal and replacement of the defective portions as directed.

46. Where new curbing connects to existing curbing or is installed along existing streets or pavement, the gutter grade shall match the existing street grades so as to allow drainage from the street to the gutter, as wells as through any transitions or connections between old & new curbs. The Contractor shall notify the Owner's Representative in writing of any grade discrepancies or problems prior to curb placement.

47. Unless otherwise approved in writing by the Owner's Representative and the agency with jurisdiction, monolithic curb & sidewalk shall not be placed in the public right–of–way (ie. curb & sidewalk concrete shall be placed separately).

48. Contractor shall construct all handicap access ramps in accordance with current ADA requirements.

49. Standard sidewalks shall be a minimum of 4–inches thick. All pedestrian ramps and standard residential driveways shall be a minimum of 6–inches thick. Commercial use driveways and alley approaches shall be minimum 8–inches thick. All curbs, sidewalks and driveways shall be constructed using 3300–psi concrete, and shall be cured with Type 1 or Type 1D clear curing compound. All sidewalks shall be ADA compliant.

50. Finish sidewalk grades at transition to existing sidewalks shall match existing sidewalk grades as required to form a continuous, smooth, free draining surface. The Contractor shall notify the Owner's Representative in writing of any grade discrepancies or problems prior to sidewalk placement.

51. Curb & sidewalk concrete shall be placed only during periods when it will not be damaged by rain (protect unhardened concrete from precipitation). Concrete shall not be placed on frozen baserock. Do not begin concrete placement until temperature in the shade is a minimum of 35°F and rising, and stop placement if air temperature falls below 35°F. Protect concrete from freezing for a minimum of 5 days after placement per OSSC (ODOT/APWA) 0000440.40.d & 00756.40 or the project specifications, whichever is more stringent.

52. Contraction joints shall be installed directly over any pipes that cross under the sidewalk, to control cracking. In general, cracks in new curbs or sidewalks (at locations other than contraction joints) are not acceptable, and cracked panels shall be removed & replaced unless otherwise approved by the City and the design engineer.

53. Where trench excavation requires removal of PCC curbs and/or sidewalks, the curbs and/or sidewalks shall be sawcut and removed at a tooled joint unless otherwise authorized in writing by the City. The sawcut lines shown on the drawings are schematic and not intended to show the exact alignment of such cuts.

54. Unless otherwise shown on the drawings, areas along curbs and sidewalks shall be backfilled with approved topsoil (typical 6" thick), as well as being seeded and mulched (or hydroseeded).

FRANCHISE & PRIVATE UTILITIES:

55. Contractor shall notify and coordinate with franchise utilities for removal or relocation of power poles, vaults, pedestals, manholes, etc. to avoid conflict with City utility structures, fire hydrants, meters, sewer or storm laterals, etc.

56. All franchise utility structures (vaults, pedestals, light poles, etc.) shall be set a minimum of 1 foot from any property corner or survey monument.

REQUIRED TESTING AND FREQUENCY TABLE		Party Responsible for payment: Contractor		Others (see note 1)
Streets, Fire Lanes, Common Driveways, Parking Lots, Pads, Fills, etc.				
Subgrade	1 Test/4000 S.F./Lift (4 min), locations acceptable to approving agency (typically alternate sides of road or access aisles)	✓	See note 2 & note 3	
Engineered Fills	1 Test/4000 S.F./Lift (4 min), locations acceptable to approving agency	✓	See note 2 & note 4	
Baserock	1 Test/4000 S.F./Lift (4 min), locations acceptable to approving agency (typically alternate sides of road or access aisles)	✓	See note 2 & note 3	
Asphalt	1 Test/6000 S.F./Lift (4 min), locations acceptable to AA (typ. alternate as above)	✓	See note 2	
Concrete, Block, etc.				
Slump, Air & Cylinders for structural & reinforced concrete, equipment slabs, curbs, sidewalks & PCC pavements. Unless otherwise specified, one set of cylinders per 100 cubic yards (or portion thereof) of each class of concrete placed per day. Slump & air tests required on same load as cylinders.		✓	See note 2	

Note 1: "Others" refers to Owner's authorized Representative or Approving Agency as applicable. Contractor responsible for scheduling testing. All testing must be completed prior to performing subsequent work.

Note 2: Testing must be performed by an approved independent testing laboratory.

Note 3: In addition to in–place density testing, the subgrade and base rock shall be proof–rolled with a loaded 10 yard dump truck provided by the Contractor. Baserock proofroll shall take place immediately prior to (within 24 hours of) paving, and shall be witnessed by the Owner's authorized Representative or approving agency. Location and pattern of testing and proofroll to be as approved or directed by said Owner's authorized Representative or approving agency.

Note 4: The approved independent laboratory retained by the Contractor shall provide a certification (stamped by an engineer licensed in the State of Oregon) that the subgrade was prepared and all engineered fills were placed in accordance with the provisions of the construction drawings and the contract documents.

Note 5: Regardless of who is responsible for payment, the Contractor is responsible for scheduling and coordinating any and all required inspections and Special Inspections as required by applicable building codes or jurisdictions having authority.

Note 6: Refer to the project specifications for testing requirements for pervious concrete.

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REVISIONS

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DSN. RCE
DRN. RCE
CKD. RCE
DATE: FEB 2021

REGISTERED PROFESSIONAL ENGINEER
19176
OREGON
JULY 15, 1997
RAYMOND C. ENGEL
RENEWS: 12/31/2021

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City of Yachats, Oregon
La De Da Lane Street Improvements

Notes

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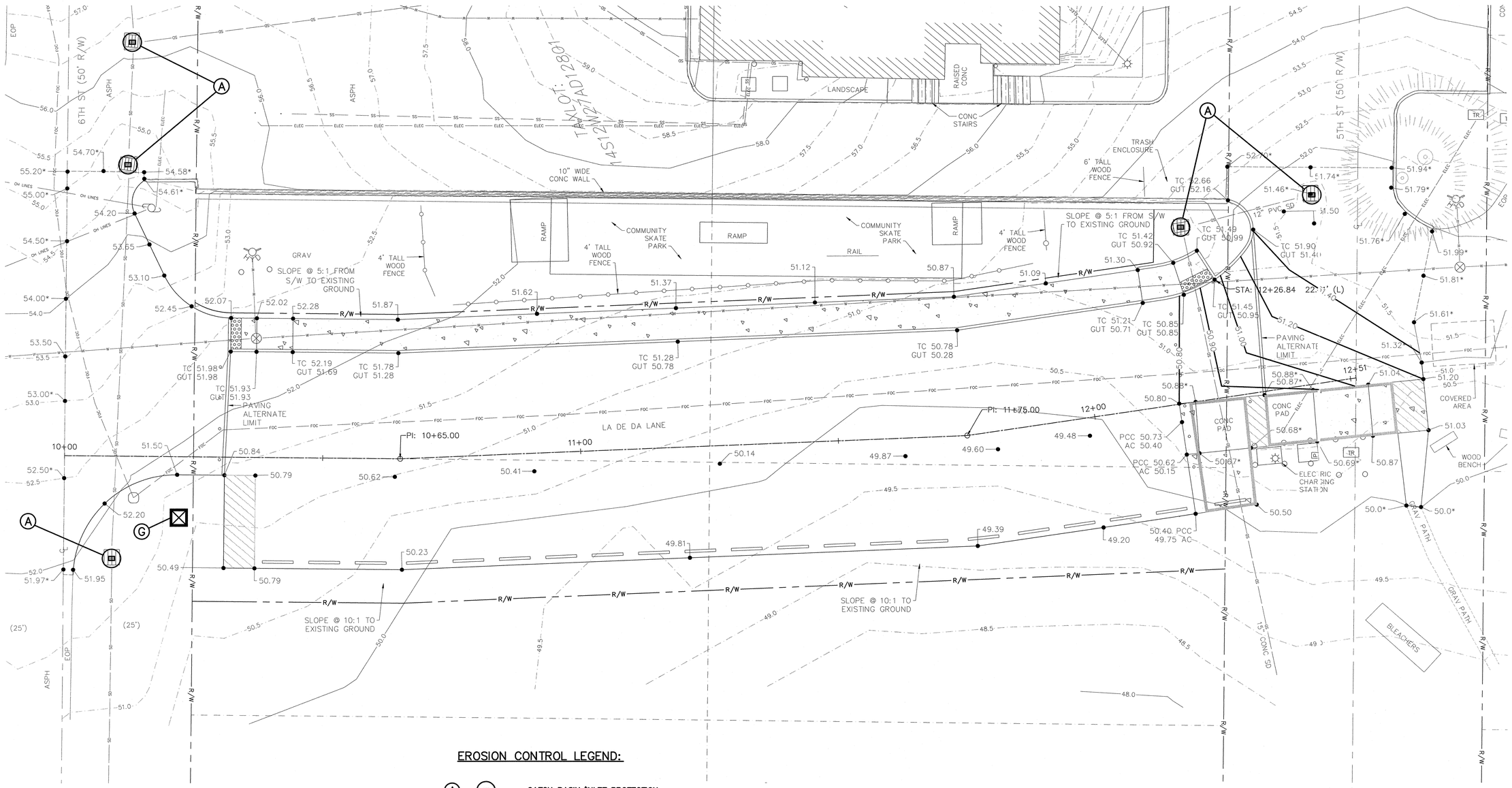

EROSION CONTROL LEGEND:

(A) CATCH BASIN/INLET PROTECTION

(G) CONCRETE TRUCK WASH-OUT AREA

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DRN. RCE
CKD. RCE
DATE: FEB 2021

REGISTERED PROFESSIONAL ENGINEER
OREGON
JULY 15, 1986
RAYMOND C. ENG
73591PE
RENEWAL: 12/31/2021

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City of Yachats, Oregon
La De Da Lane Street Improvements

Erosion Control Plan

DRAWING
3

JOB NUMBER
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EROSION CONTROL NOTES:

1. Clearing and grading erosion control measures shall be in place prior to site disturbance. All other necessary erosion control measures shall be implemented prior to starting work on the portion/phase of the project to which the measures are related. Erosion control measures shall be maintained in such a manner as to ensure that sediment and sediment–laden water does not enter the drainage system, roadways, or violate applicable water quality standards.

2. The erosion control construction, maintenance, replacement and upgrading of the erosion control facilities is the responsibility of the Contractor until all construction is completed and approved, and permanent erosion control (i.e. vegetation/landscaping) is established on all disturbed areas.

3. All recommended erosion control procedures are dependent on construction methods, staging, site conditions, weather and scheduling. During the construction period, erosion control facilities shall be upgraded as necessary due to unexpected storm events and to ensure that sediment and sediment laden water does not leave the site.

4. The Contractor is responsible for control of sediment transport within project limits. If an installed erosion control system does not adequately contain sediment on site, then the erosion control measures shall be adjusted or supplemented by the Contractor as necessary to ensure that sediment laden water does not leave the site. Additional measures shall be provided as required to ensure that all paved areas are kept clean for the duration of the project. Additional interim measures will include, at a minimum, installation of sediment barriers or silt fences in accordance with the details shown on the drawings. These measures shall be installed along all exposed embankments and cut slopes to prevent sediment transport.

5. All existing and newly constructed storm inlets and drains shall be protected until pavement surfaces are completed and/or vegetation is established.

6. Erosion control facilities and sediment fences on active sites shall be inspected by the Contractor at least daily during any period with measurable precipitation. Any required repairs or maintenance shall be completed immediately. The erosion control facilities on inactive sites shall be inspected and maintained by the Contractor a minimum of once a month or within 24 hours following the start of a storm event.

7. At no time shall sediment accumulation within a trapped catch basin exceed 50% of the sediment capacity. All catch basins and conveyance lines shall be cleaned prior to paving. The cleaning operation shall not flush sediment–laden water into the downstream system. The Contractor shall remove all accumulated sediment from all impacted catch basins and storm pipes prior to acceptance by the Owner.

8. The Contractor is solely responsible for protection of all adjacent property and downstream facilities from erosion and siltation during project construction. Any damage resulting from such erosion and siltation shall be corrected at the sole expense of the Contractor.

9. The Contractor shall provide site watering as necessary to prevent wind erosion of fine–grained soils.

10. Unless otherwise indicated on the drawings, all temporary erosion control facilities, including sediment fences, silt sacks, bio–bags, etc. shall be removed by the Contractor within 30 days after permanent landscaping/vegetation is established.

11. Sediment fences shall be constructed of continuous filter fabric to avoid use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6–inch overlap, and both ends securely fastened to a post.

12. Sediment fence shall be installed per drawing details. Sediment fences shall have adequate support to contain all silt and sediment captured.

13. The standard strength filter fabric shall be fastened securely to stitched loops installed on the upslope side of the posts, and 6 inches of the fabric shall be extended into the trench. The fabric shall not extend more than 30 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.

14. Bio–filter bags shall be clean 100 percent wood product waste. Bags shall be 18–inch x 18–inch x 30–inch, weigh approximately 45 lbs., and be contained in a bag made of 1/2–inch plastic mesh.

15. Sediment barriers shall be maintained until the up–slope area has been permanently stabilized. At no time shall more than 10–inches of sediment be allowed to accumulate behind sediment fences. No more than 2 inches of sediment shall be allowed to accumulate behind bio–filter bags. Sediment shall be removed prior to reaching the above stated depths. New sediment barriers shall be installed uphill as required to control sediment transport.

16. Stabilized construction entrances shall be installed at the beginning of construction and maintained for the duration of the project. Additional measures may be required to ensure that all paved areas are kept clean for the duration of the project.

17. The Contractor shall verify that all trucks are well sealed when transporting saturated soils from the site. Water drippage from trucks transporting saturated soils must be reduced to less than 1 gallon per hour prior to leaving the site.

18. The entrance shall be maintained in a condition that will prevent tracking or flow of mud onto the public right–of–way or approved access point. The entrance may require periodic top dressing as conditions demand, and repair and/or clean out of any structures used to trap sediment.

19. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately, and the Contractor shall provide protection of downstream inlets and catch basins to ensure sediment laden water does not enter the storm drain system.

20. Temporary grass cover measures must be fully established by Oct 15th, or other cover measures (ie. erosion control blankets with anchors, 3–inches minimum of straw mulch, 6 mil HDPE plastic sheet, etc.) shall be in place over all disturbed soil areas until April 30th. To establish an adequate grass stand for controlling erosion by Oct 15th, it is recommended that seeding and mulching occur by September 1st. Straw mulch, if used, shall not leave any bare ground visible through the straw.

21. Minimum wet weather slope protection. For slopes steeper than 3H:1V but less than 2H:1V, use Tensar/North American Green Type S150 erosion control blanket. For slopes 2H:1V or steeper, use Tensar/North American Green Type SC150 erosion control blanket. Use a minimum of 2–inches straw mulch or Tensar/North American Green Type S150 for slopes flatter than 3H:1V. Slope protection shall be placed on all disturbed areas immediately after completion of each section of construction activity, until the erosion control seeding has been established. As an option during temporary or seasonal work stoppages, a 6–mil HDPE plastic sheet may be placed on exposed slopes. The plastic sheet shall be provided with an anchor trench at the top and bottom of the slope, and shall be sandbagged on the slopes as required to prevent damage or displacement by wind.

22. Permanent erosion control vegetation on all embankments and disturbed areas shall be re–established as soon as construction is completed.

23. Soil preparation. Topsoil should be prepared according to landscape plans, if available, or recommendations of grass seed supplier. It is recommended that slopes be textured before seeding by rack walking (ie. driving a crawling tractor up and down the slopes to leave a pattern of cleat imprints parallel to slope contours) or other method to provide stable areas for seeds to rest.

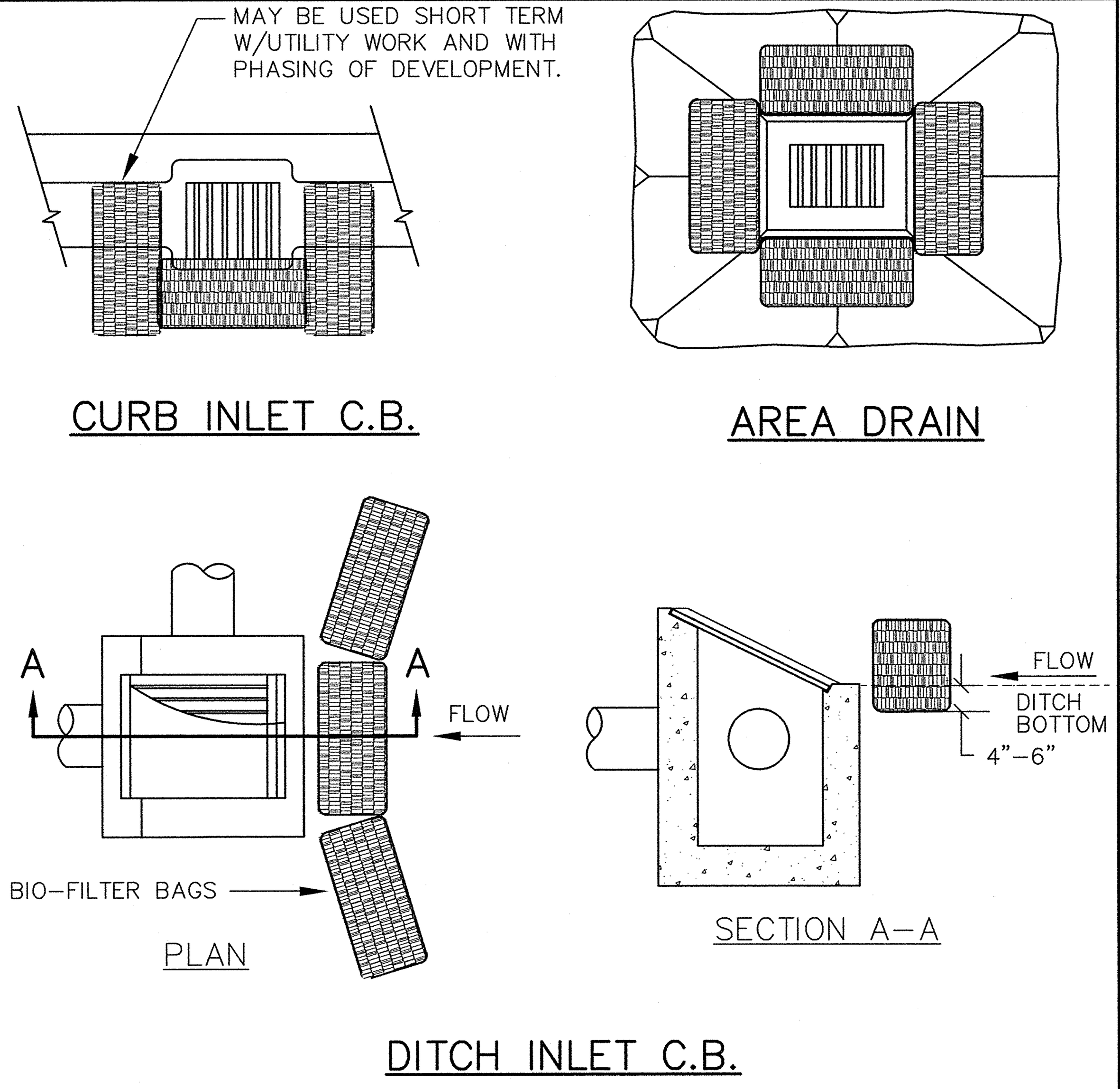
24. When used, hydromulch shall be applied with grass seed at a rate of 2000 lbs. per acre between April 30 and June 10, or between September 1 and October 1. On slopes steeper than 10 percent, hydroseed and mulch shall be applied with a bonding agent (tackifier). Application rate and methodology to be in accordance with seed supplier recommendations.

25. When used in lieu of hydromulch, dry, loose, weed free straw used as mulch shall be applied at a rate of 4000 lbs. per acre (double the hydromulch application requirement). Anchor straw by working in by hand or with equipment (rollers, cleat trackers, etc.). Mulch shall be spread uniformly immediately following seeding.

26. When conditions are not favorable to germination and establishment of the grass seed, the Contractor shall irrigate the seeded and mulched areas as required to establish the grass cover.

27. Seeding. Recommended erosion control grass seed mix is as follows. Dwarf grass mix (low height, low maintenance) consisting of dwarf perennial ryegrass (80% by weight), creeping red fescue (20% by weight). Application rate shall be 100 lbs. per acre minimum.

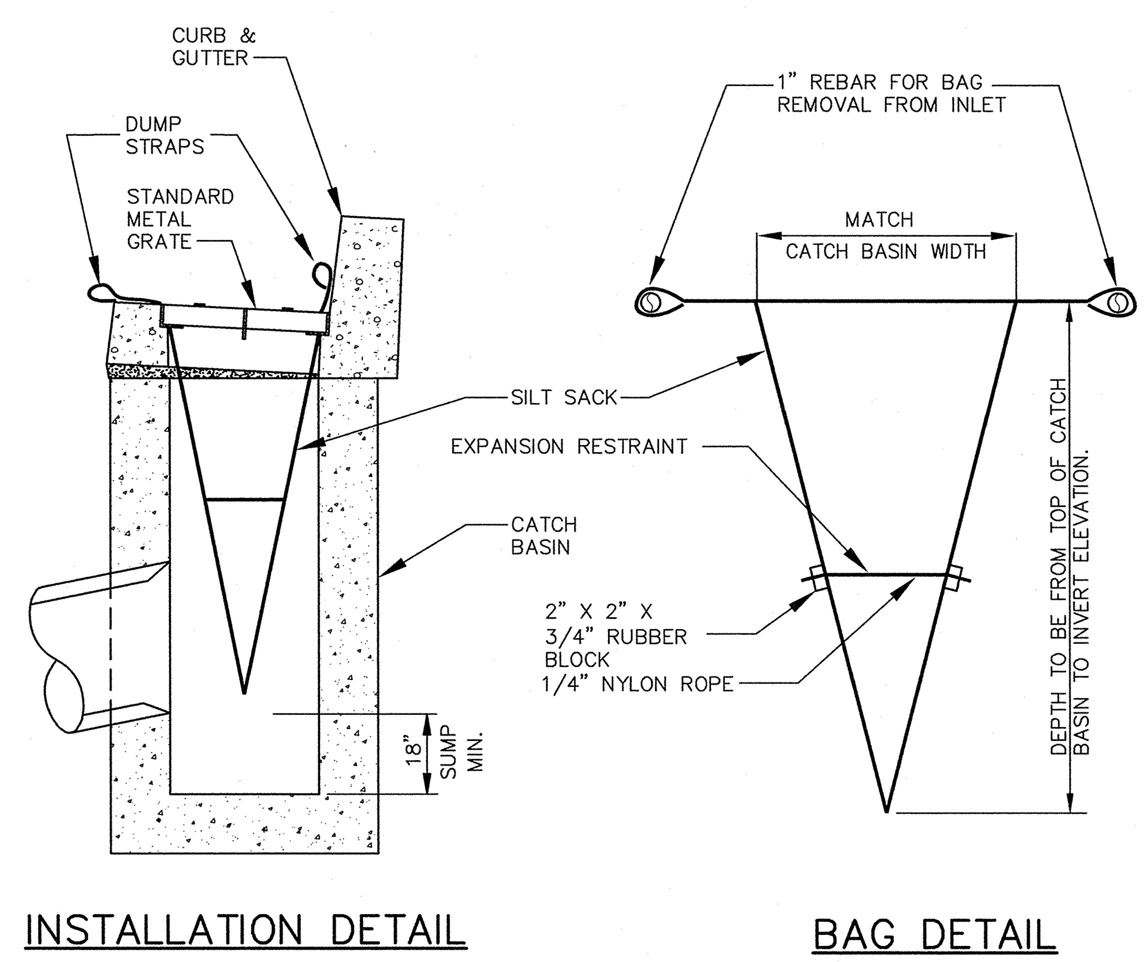
28. Grass seed shall be fertilized at a rate of 10 lbs. per 1000 S.F with 16–16–16 slow release type fertilizer. Development areas within 50 feet of water bodies and wetlands must use a non–phosphorous fertilizer.



MAINTENANCE NOTES:

1. SEDIMENT BARRIERS SHALL BE MAINTAINED UNTIL UP–SLOPE AREA IS PERMANENTLY STABILIZED.
2. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE BEHIND SEDIMENT FENCES OR BIOFILTER BAGS.
3. NEW SEDIMENT BARRIERS SHALL BE INSTALLED UPHILL AS REQUIRED TO CONTROL SEDIMENT TRANSPORT.

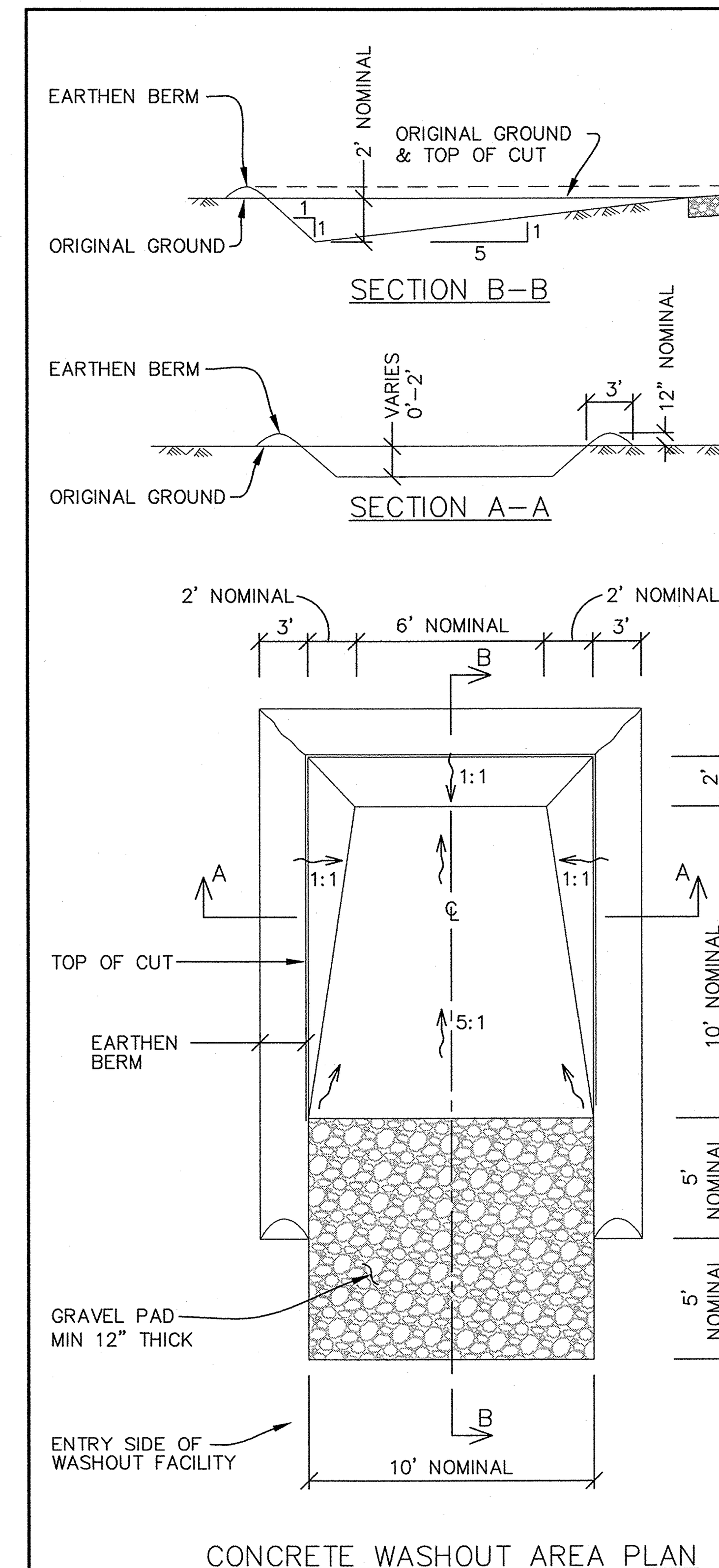
LAST REVISION DATE: APRIL 2014	JO # STANDARD
INLET SEDIMENT CONTROL (NTS)	
WESTECH ENG.	DETAIL NO. 6130



NOTES:

1. EMPTY SILT SACK AS NECESSARY.
2. SILTSACK SEDIMENT CONTROL DEVICE AS MANUFACTURED BY ACF ENVIRONMENTAL AND SUPPLIED BY ACF WEST (503) 771–5115 OR APPROVED EQUAL.

LAST REVISION DATE: OCT 2002	JO # STANDARD
SILTSACK INLET DETAIL (NTS)	
WESTECH ENG.	DETAIL NO. 6150



CWA INSTALLATION NOTES:

1. SEE DRAWINGS FOR CWA INSTALLATION LOCATION.
2. DO NOT LOCATE WASHOUT AREA WITHIN 200' OF ANY NATURAL DRAINAGE WAY.
3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
4. VEHICLE TRACKING PAD SHALL BE SLOPED 5% TOWARDS THE CWA.

CWA MAINTENANCE NOTES:

1. INSPECT BMP'S EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION.
2. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS ACCUMULATED IN PIT SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 18".
3. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE, AND ALL OTHER DEBRIS IN THE PIT SHALL BE REMOVED FROM THE JOB SITE.
4. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
5. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL. SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

LAST REVISION DATE: AUG 2013	JO # STANDARD
TEMPORARY CONCRETE WASHOUT AREA (CWA) (NTS)	
WESTECH ENG.	DETAIL NO. WE6160

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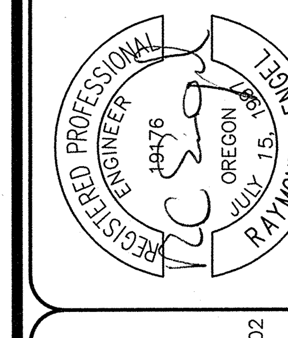

RENEWS: 12/31/2021

WESTECH ENGINEERING, INC.
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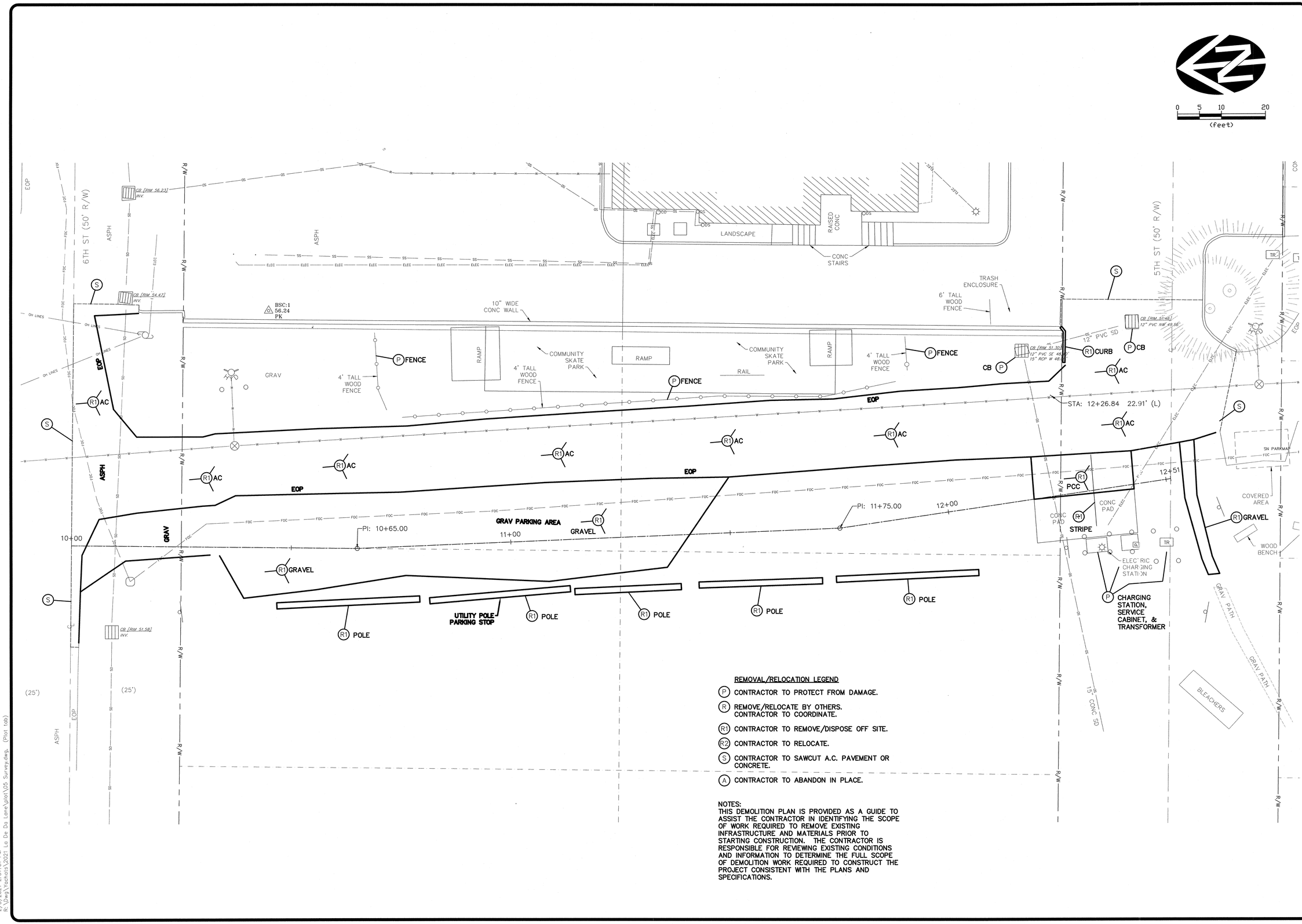
City of Yachats, Oregon
La De Da Lane Street Improvements

Erosion Control Notes & Details

DRAWING 4

JOB NUMBER 3096.2030.0



REMOVAL/RELOCATION LEGEND

- (P) CONTRACTOR TO PROTECT FROM DAMAGE.
- (R) REMOVE/RELOCATE BY OTHERS. CONTRACTOR TO COORDINATE.
- (R1) CONTRACTOR TO REMOVE/DISPOSE OFF SITE.
- (R2) CONTRACTOR TO RELOCATE.
- (S) CONTRACTOR TO SAWCUT A.C. PAVEMENT OR CONCRETE.
- (A) CONTRACTOR TO ABANDON IN PLACE.

NOTES:
THIS DEMOLITION PLAN IS PROVIDED AS A GUIDE TO ASSIST THE CONTRACTOR IN IDENTIFYING THE SCOPE OF WORK REQUIRED TO REMOVE EXISTING INFRASTRUCTURE AND MATERIALS PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING EXISTING CONDITIONS AND INFORMATION TO DETERMINE THE FULL SCOPE OF DEMOLITION WORK REQUIRED TO CONSTRUCT THE PROJECT CONSISTENT WITH THE PLANS AND SPECIFICATIONS.

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DATE: FEB 2021

REGISTERED PROFESSIONAL ENGINEER
OREGON JULY 15, 1986
RAYMOND C. ENGEL
RENEWS: 12/31/2021

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City of Yachats, Oregon
La De Da Lane Street Improvements

Driftwood Lane Survey & Demolition Plan

DRAWING
5

JOB NUMBER
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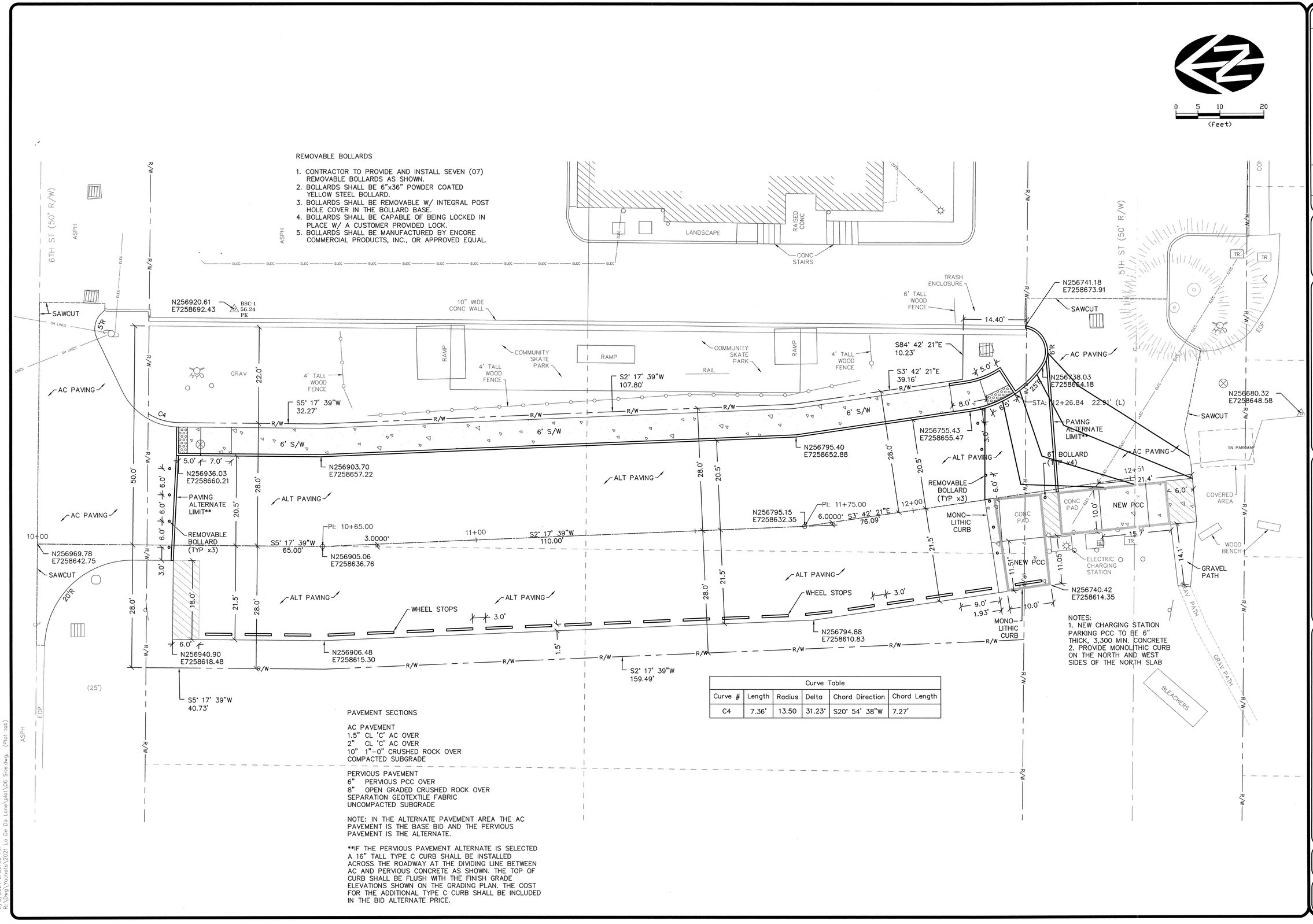

REMOVABLE BOLLARDS

1. CONTRACTOR TO PROVIDE AND INSTALL SEVEN (07) REMOVABLE BOLLARDS AS SHOWN.
2. BOLLARDS SHALL BE 6"x36" POWDER COATED YELLOW STEEL BOLLARD.
3. BOLLARDS SHALL BE REMOVABLE W/ INTEGRAL POST HOLE COVER IN THE BOLLARD BASE.
4. BOLLARDS SHALL BE CAPABLE OF BEING LOCKED IN PLACE W/ A CUSTOMER PROVIDED LOCK.
5. BOLLARDS SHALL BE MANUFACTURED BY ENCORE COMMERCIAL PRODUCTS, INC., OR APPROVED EQUAL.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C4	7.36'	13.50	31.23°	S20° 54' 38"W	7.27'

PAVEMENT SECTIONS

AC PAVEMENT
1.5" CL 'C' AC OVER
2" CL 'C' AC OVER
10" 1"-0" CRUSHED ROCK OVER
COMPACTED SUBGRADE

PERVIOUS PAVEMENT
6" PERVIOUS PCC OVER
8" OPEN GRADED CRUSHED ROCK OVER
SEPARATION GEOTEXTILE FABRIC
UNCOMPACTED SUBGRADE

NOTE: IN THE ALTERNATE PAVEMENT AREA THE AC PAVEMENT IS THE BASE BID AND THE PERVIOUS PAVEMENT IS THE ALTERNATE.

**IF THE PERVIOUS PAVEMENT ALTERNATE IS SELECTED A 16" TALL TYPE C CURB SHALL BE INSTALLED ACROSS THE ROADWAY AT THE DIVIDING LINE BETWEEN AC AND PERVIOUS CONCRETE AS SHOWN. THE TOP OF CURB SHALL BE FLUSH WITH THE FINISH GRADE ELEVATIONS SHOWN ON THE GRADING PLAN. THE COST FOR THE ADDITIONAL TYPE C CURB SHALL BE INCLUDED IN THE BID ALTERNATE PRICE.

NOTES:
1. NEW CHARGING STATION PARKING PCC TO BE 6" THICK, 3,300 MIN. CONCRETE
2. PROVIDE MONOLITHIC CURB ON THE NORTH AND WEST SIDES OF THE NORTH SLAB

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RAYMOND C. ENGEL
RENEWS: 12/31/2021

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City of Yachats, Oregon
La De Da Lane Street Improvements

La De Da Lane Site Plan

DRAWING
6

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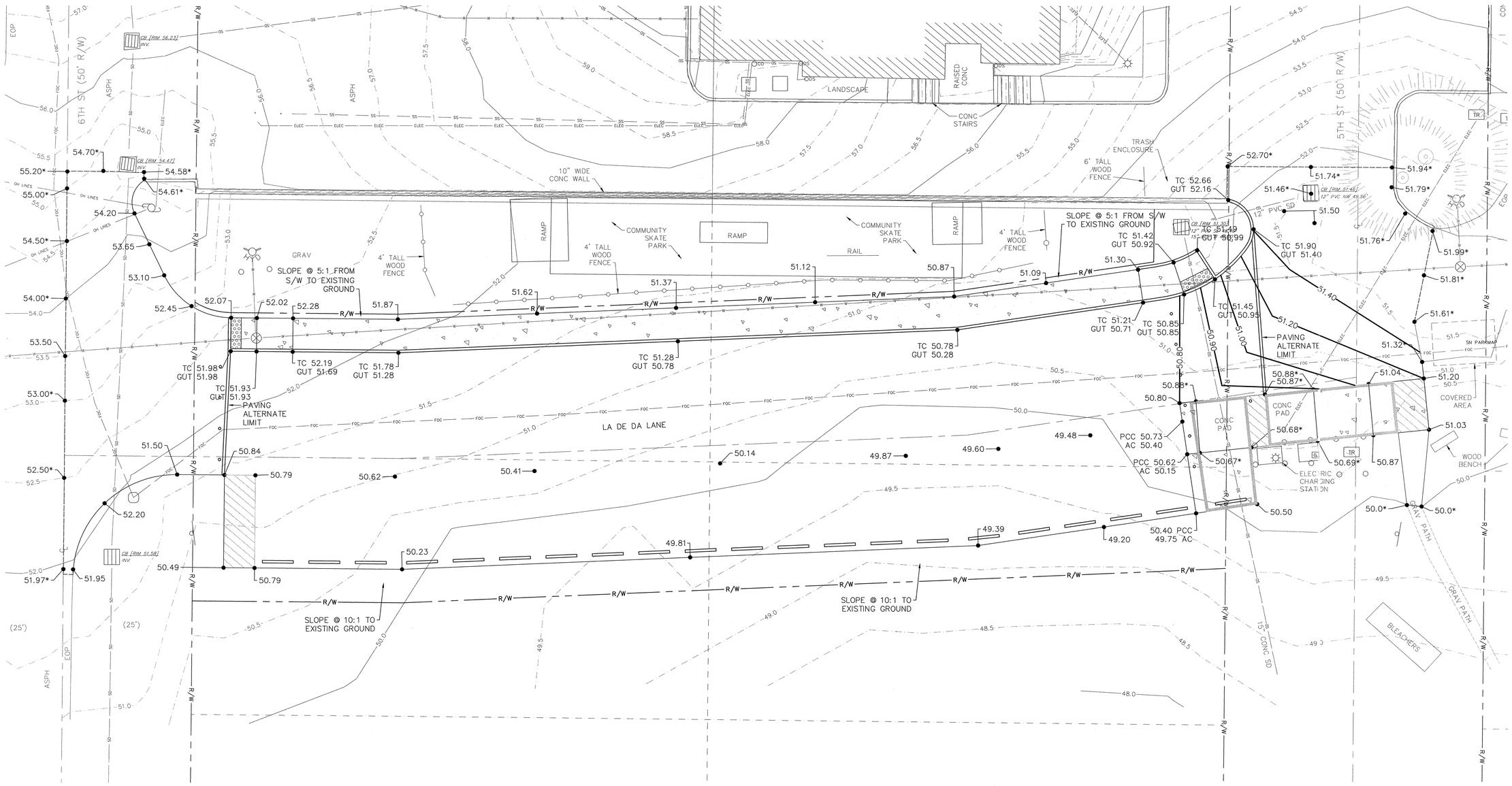

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DATE: FEB 2021

REGISTERED PROFESSIONAL ENGINEER
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JULY 15, 1986
RAYMOND C. ENG
RENEWS: 12/31/2021

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City of Yachats, Oregon
La De Da Lane Street Improvements

Driftwood Lane Grading Plan

DRAWING
7

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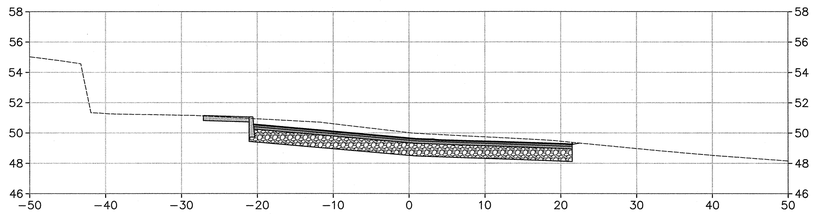

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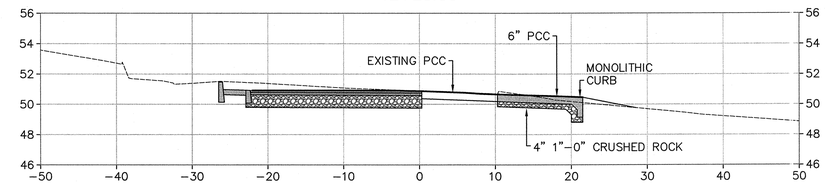

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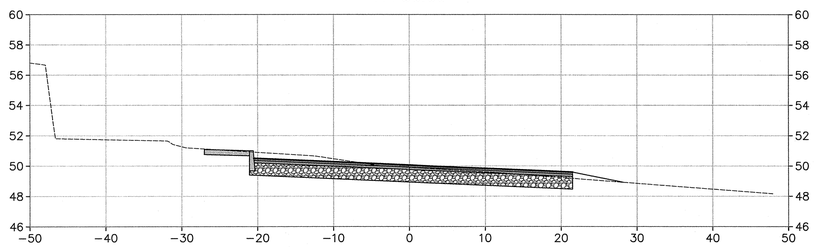

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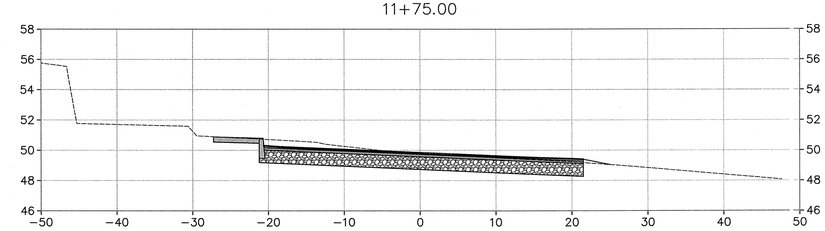

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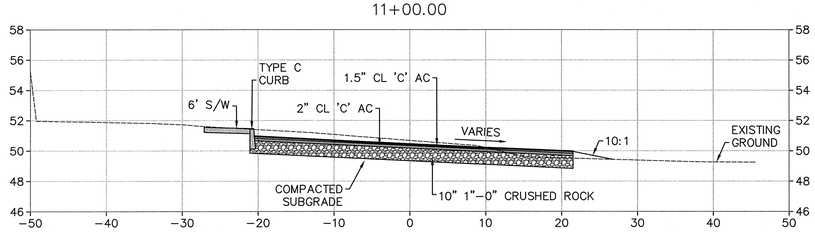

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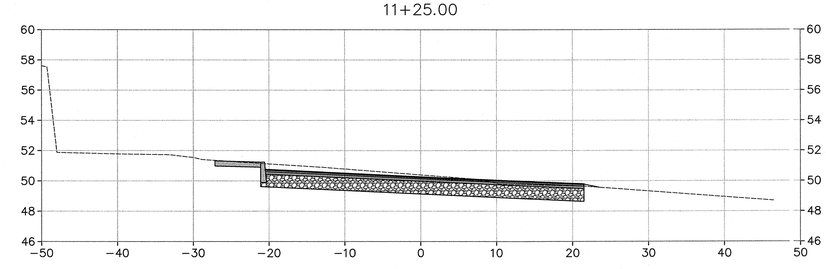

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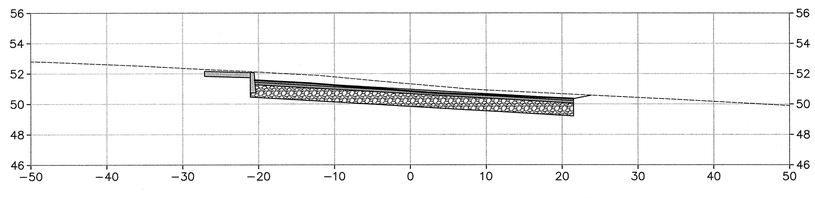

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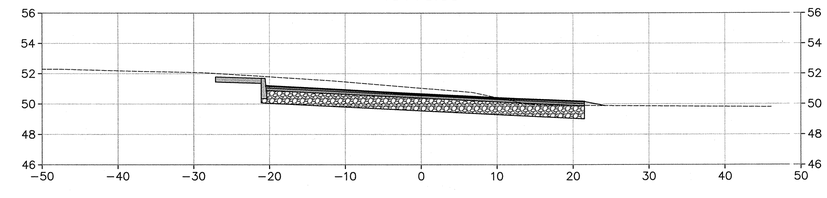

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DSN. RCE
DRN. RCE
CKD. RCE
DATE: FEB 2021

REGISTERED PROFESSIONAL ENGINEER
RAYMOND C. SNELL
OREGON
JULY 15, 1986

RENEWS: 12/31/2021

WESTECH ENGINEERING, INC.
CONSULTING ENGINEERS AND PLANNERS
3841 Fairview Industrial Dr. S.E., Suite 100, Salem, OR 97302
Phone: (503) 585-2474 Fax: (503) 585-3986
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City of Yachats, Oregon

La De Da Lane Street Improvements

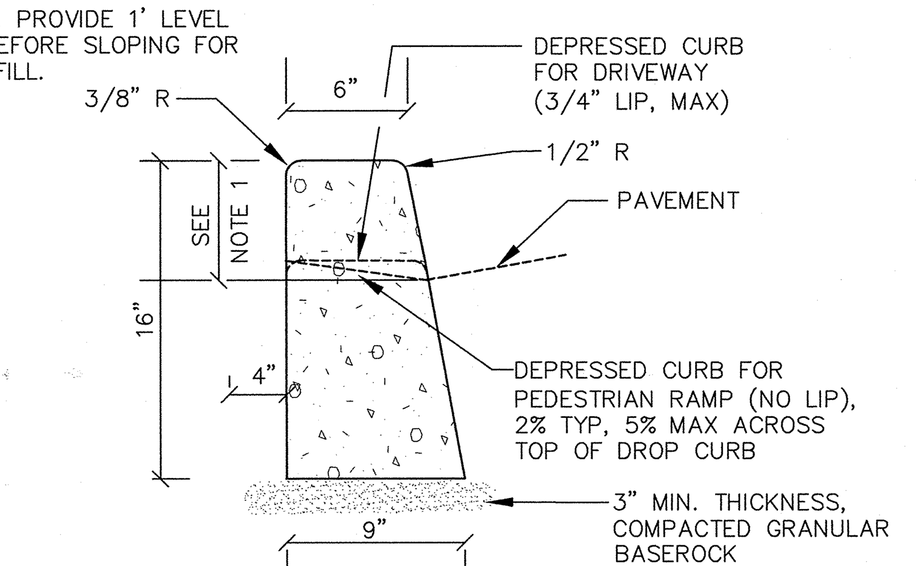
La De Da Lane Cross Sections

DRAWING
8

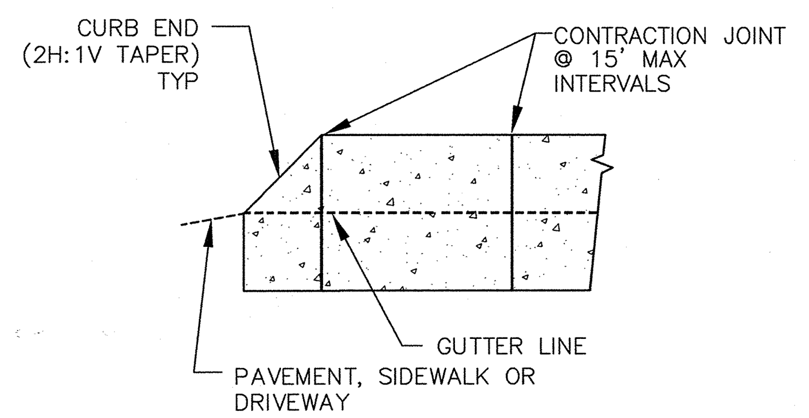
JOB NUMBER
3096.2030.0

2/5/2021 2:58:29 PM
P:\Dwg\Yachats\2021 La De Da Lane\plot\08 Sections.dwg, (Sections tab)

UNLESS OTHERWISE SHOWN OR SPECIFIED, CURBS SHALL BE BACKFILLED TO THE TOP OF CURB. PROVIDE 1' LEVEL BENCH BEFORE SLOPING FOR CUT OR FILL.



TYPE 'C' CURB

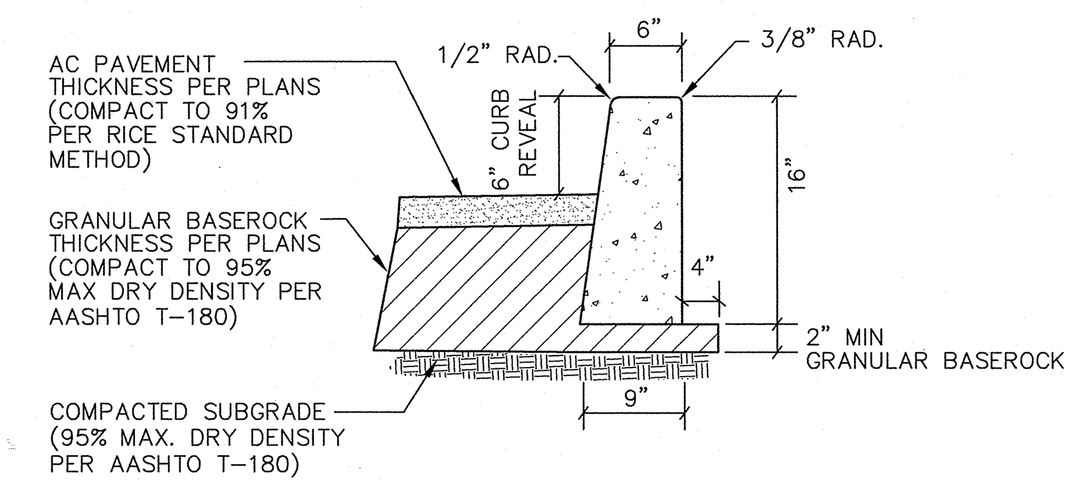


TAPER

NOTES

1. 7" CURB EXPOSURE FOR ARTERIAL & COLLECTOR STREETS TYPICAL WHERE TYPE C CURB IS ALLOWED. 6" EXPOSURE ALL OTHER PUBLIC STREETS, PRIVATE STREETS & PARKING LOTS.
2. ALL CONCRETE SHALL BE 3300 PSI @ 28 DAYS.
3. **UNLESS APPROVED IN WRITING BY AGENCY WITH JURISDICTION, MONOLITHIC CURB & PUBLIC SIDEWALK OR DRIVEWAY APRON PLACEMENT IS NOT PERMITTED (IE. CURB CONCRETE & SIDEWALK OR DRIVEWAY CONCRETE SHALL BE PLACED SEPARATELY).**

LAST REVISION DATE: FEB 2019	JO # 3061.0000.0
STANDARD TYPE 'C' CURB (NTS)	
WESTECH ENG.	DETAIL NO. 2110



PAVEMENT SECTIONS ASSUME DRY WEATHER CONDITIONS. CONTRACTOR SHALL CONFORM TO THE GEOTECHNICAL REPORT FOR WET WEATHER SECTIONS IF PARKING LOT AND DRIVEWAY CONSTRUCTION WILL OCCUR DURING WET WEATHER.

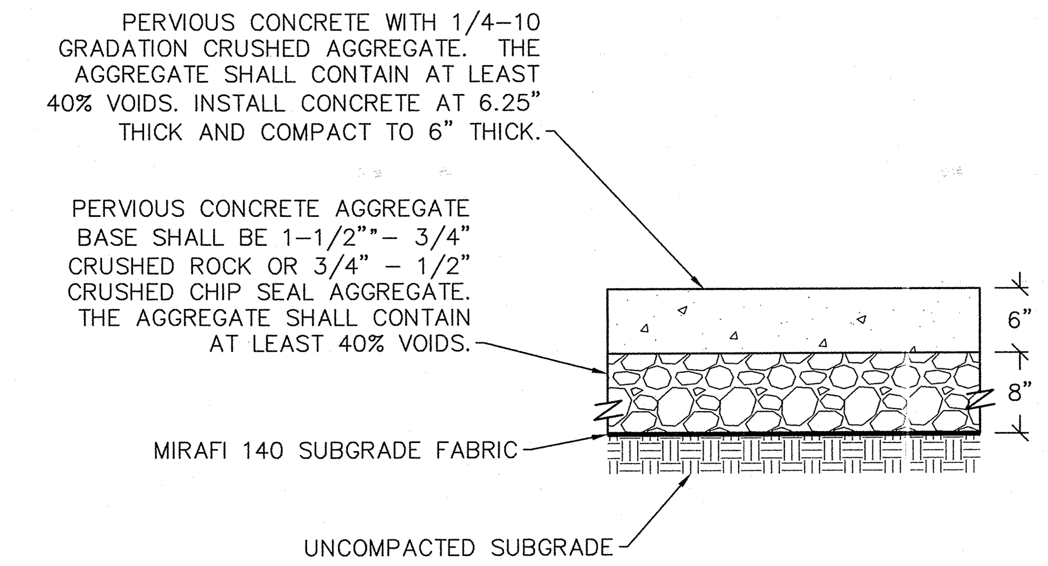
PAVEMENT/TYPE "C" CURB DETAIL

NTS

NOTES:

1. SEE PLANS FOR LOCATIONS AND AC/ROCK SECTIONS.
2. DESIGN SUBGRADES SHALL BE COMPACTED AND PROOF-ROLLED PRIOR TO PLACEMENT OF BASEROCK. IF SUBGRADE PASSES PROOF-ROLL BUT FAILS DENSITY TESTING, MIN. 4.5 OZ NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED ON SUBGRADE PRIOR TO PLACEMENT OF BASEROCK. FAILURE OF PROOF-ROLL WILL REQUIRE OVEREXCAVATION.
3. IF SUBGRADE FAILS THE PROOF-ROLL, SUBGRADE SHALL BE OVEREXCAVATED TO UNDISTURBED SOIL AND BACKFILLED WITH BASEROCK OVER MIN. 8.0-OZ. NON-WOVEN FABRIC AS REQUIRED TO ALLOW COMPACTION OF UPPER (DESIGN) BASEROCK SECTION AND TO MAINTAIN STRUCTURAL INTEGRITY OF NATIVE SUBGRADE SOILS. TYPICAL MIN. OVEREXCAVATION REQUIRED IS 12-INCHES. NO RUBBER TIRED EQUIPMENT ALLOWED ON SUBGRADE FOLLOWING OVEREXCAVATION.
4. SUBGRADE TO BE PROOFROLLED IMMEDIATELY PRIOR TO PLACING BASEROCK. BASEROCK TO BE PROOFROLLED IMMEDIATELY PRIOR TO PAVING.
5. CONTRACTION JOINTS SHALL BE PLACED AT 15' MIN. INTERVALS AND SHALL EXTEND AT LEAST 50% THROUGH THE CURB SECTION.
6. ALL CONCRETE SHALL BE 3300 PSI @ 28 DAYS.
7. CURBS TO CURE A MINIMUM OF 7 DAYS PRIOR TO PLACING FINAL BASEROCK AND PAVING. USE TYPE 1 OR 1-D CLEAR CURING COMPOUND.

LAST REVISION DATE: MAY 2020	JO # 3096.2020.0
PAVEMENT AND TYPE 'C' CURB DETAIL (NTS)	
WESTECH ENG.	DETAIL NO. 2390



TYPICAL PAVEMENT SECTION

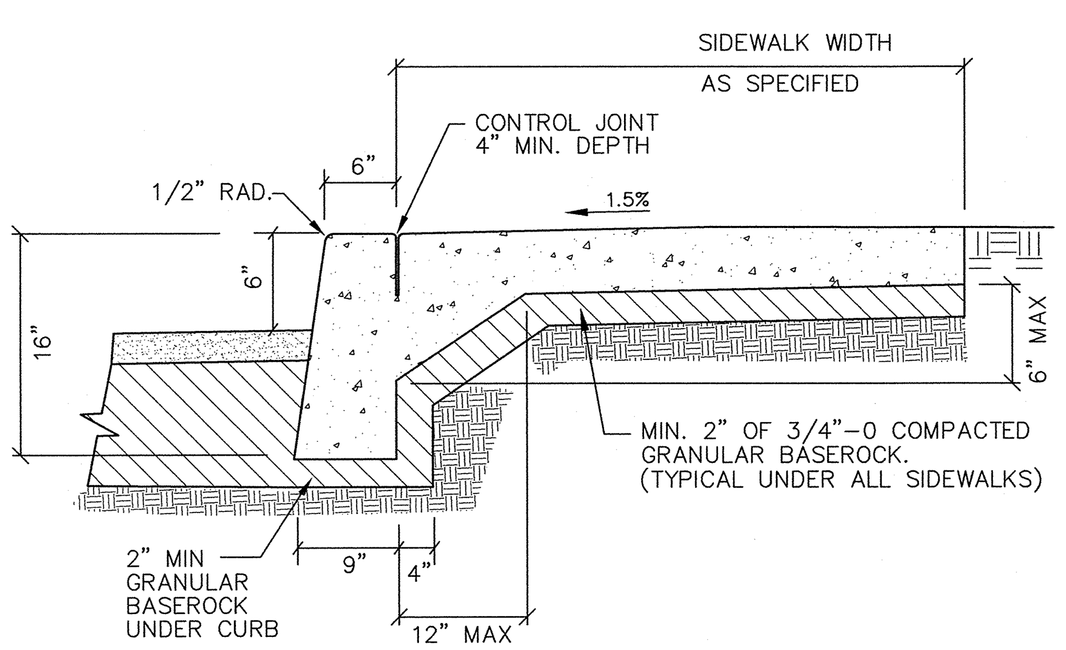
NTS

NOTES:

1. SEE GRADING PLAN FOR LOCATION OF PERVIOUS CONCRETE PAVEMENT.
2. SEE SPECIFICATION 03303 FOR DETAILED REQUIREMENTS FOR THE CONSTRUCTION OF PERVIOUS CONCRETE.

LAST REVISION DATE: FEB 2021	JO # 3096.2030.0
PERVIOUS CONCRETE PAVEMENT SECTION (NTS)	
WESTECH ENG.	DETAIL NO. 2391P

NOTE:
MONOLITHIC CURB TO BE USED ON THE NORTH SIDE OF THE CHARGING STATION. MONOLITHIC CURB IS NOT ALLOWED FOR THE SIDEWALK ALONG THE SKATE PARK.



TYPICAL SECTION

NTS

NOTES:

1. CONCRETE DEPTH FOR STANDARD SIDEWALKS SHALL BE 4" MIN.
2. CONCRETE SHALL BE 3300 PSI @ 28 DAYS, MAX 5" SLUMP, 4.5% AIR (±1.5%).
3. INSTALL TOOLED CONTRACTION JOINTS AT 5' INTERVALS. SIDEWALKS 10' & WIDER SHALL HAVE A LONGITUDINAL CONTRACTION JOINT AT 5' ON CENTER.
4. INSTALL MIN. 2 WEEP HOLES ON ALL LOTS. ONE WEEP HOLE TO BE AT LOW POINT OF LOT, 5' FROM P/L. A CONTRACTION JOINT SHALL BE PLACED ALONG AND OVER WEEPHOLE & DRAIN PIPE.
5. PUBLIC SIDEWALKS SHALL BE LOCATED ENTIRELY WITHIN RIGHT-OF-WAYS OR SIDEWALK EASEMENTS, INCLUDING SIDEWALKS AT DRIVEWAY APRONS.

LAST REVISION DATE: AUG 2020	JO # STANDARD
MONOLITHIC CURB AND SIDEWALK (NTS)	
WESTECH ENG.	DETAIL NO. 2112

DOMES SHALL BE WET-SET REPLACEABLE PANELS
(ADA SOLUTIONS (CAST-IN-PLACE, BRICK RED) OR EQUAL)
INSTALL TRUNCATED DOME DETECTABLE WARNING SURFACE AS SHOWN & SPECIFIED, **FULL WIDTH OF RAMP THROAT.**
SPACING: D=1.6" MIN. TO 2.40" MAX
0.65" MIN CLEAR BETWEEN DOME BASES

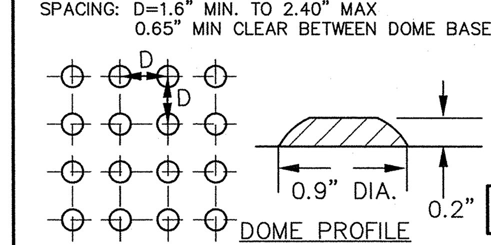
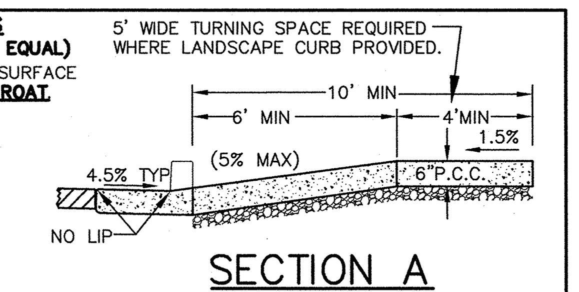
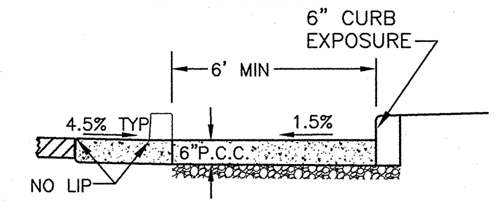


FIGURE A: TRUNCATED DOME DETAIL

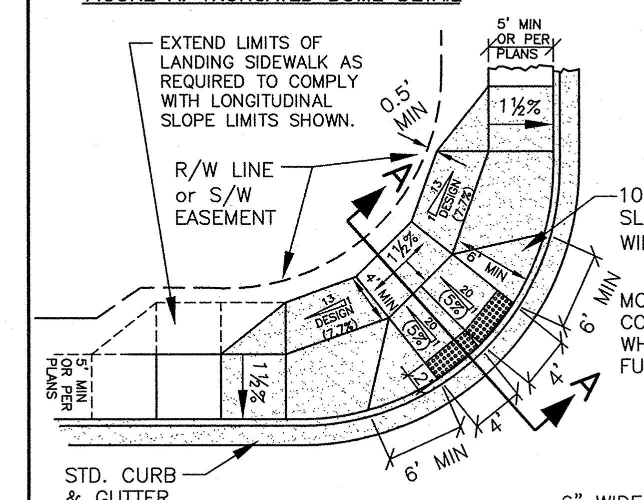


SECTION A

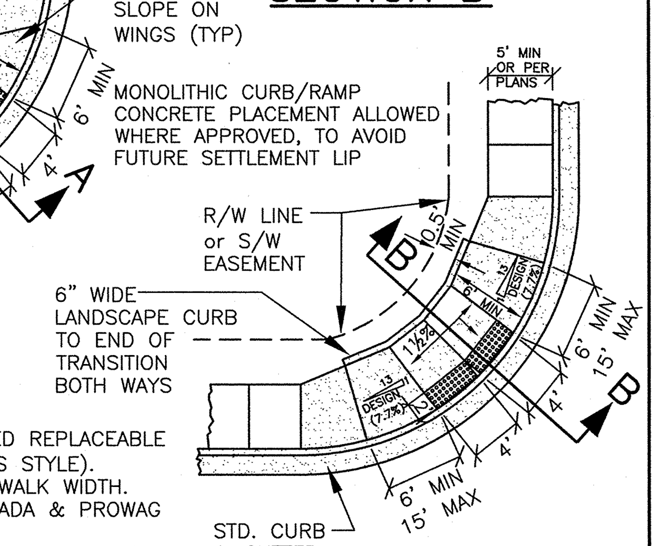
TOOLED CONTRACTION JOINTS TYPICAL AT 5' INTERVALS



SECTION B



GUTTER SLOPE AROUND RADIUS 2% MAX
(SEE SECTION A)



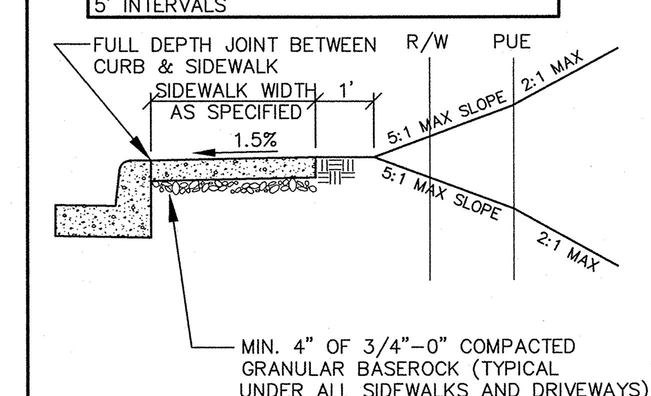
GUTTER SLOPE AROUND RADIUS 2% MAX
(SEE SECTION B)

GENERAL NOTES:

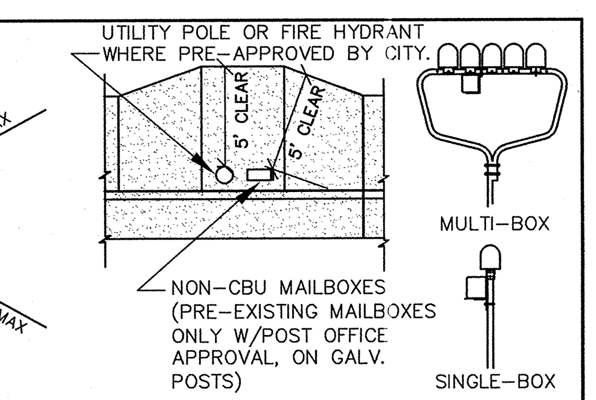
1. SEE NOTE & DETAIL ABOVE FOR REQUIRED REPLACEABLE DOME STYLE & COLOR (PANEL OR RADIUS STYLE).
2. SEE TYPICAL STREET SECTIONS FOR SIDEWALK WIDTH.
3. ALL RAMPS AND TRANSITIONS SHALL BE ADA & PROWAG COMPLIANT.
4. LANDINGS & TURNING AREAS SHALL HAVE A MIN. WIDTH & DEPTH OF 4 FEET.
5. CROSS SLOPES SHOWN ARE MEASURED FROM HORIZONTAL.
6. **SHADED SIDEWALK & RAMP AREAS TO BE CONSTRUCTED W/STREET IMPROVEMENTS, AND SHALL BE 6" THICK CONCRETE.**
7. DROP CURBS FOR HANDICAP RAMPS SHALL BE CONSTRUCTED WITH NO LIP AT THE GUTTER LINE OR EDGE OF PAVEMENT.
8. PROVIDE 6-INCH WIDE CONCRETE LANDSCAPE CURB AT BACK OF RAMP ON DOWNHILL SIDE OF STREET, OR AS REQUIRED TO CONTAIN LANDSCAPING (SEE "A" NOTE ABOVE).
9. PROVIDE 4" MIN. COMPACTED BASEROCK UNDER ALL S/W.
10. **WHERE GRADE LIMITS SHOWN CANNOT BE SATISFIED (IE. APPROACH, LANDING OR WINGS), CONSTRUCT RAMP SHOWN ON DETAIL 214B & TRANSITION TO CURBLINE SIDEWALK.**
11. DESIGN RUNNING SLOPE OF SIDEWALK APPROACH TO LANDINGS SHALL TYPICALLY NOT EXCEED 1V:13H (7.7%), BUT SHALL NOT REQUIRE THE LENGTH TO EXCEED 15 FEET.

LAST REVISION DATE: AUG 2019	
INTERSECTION CURB RAMPS CURB LINE SIDEWALKS LOCAL STREETS (NTS)	
WESTECH ENG.	DETAIL NO. 2140

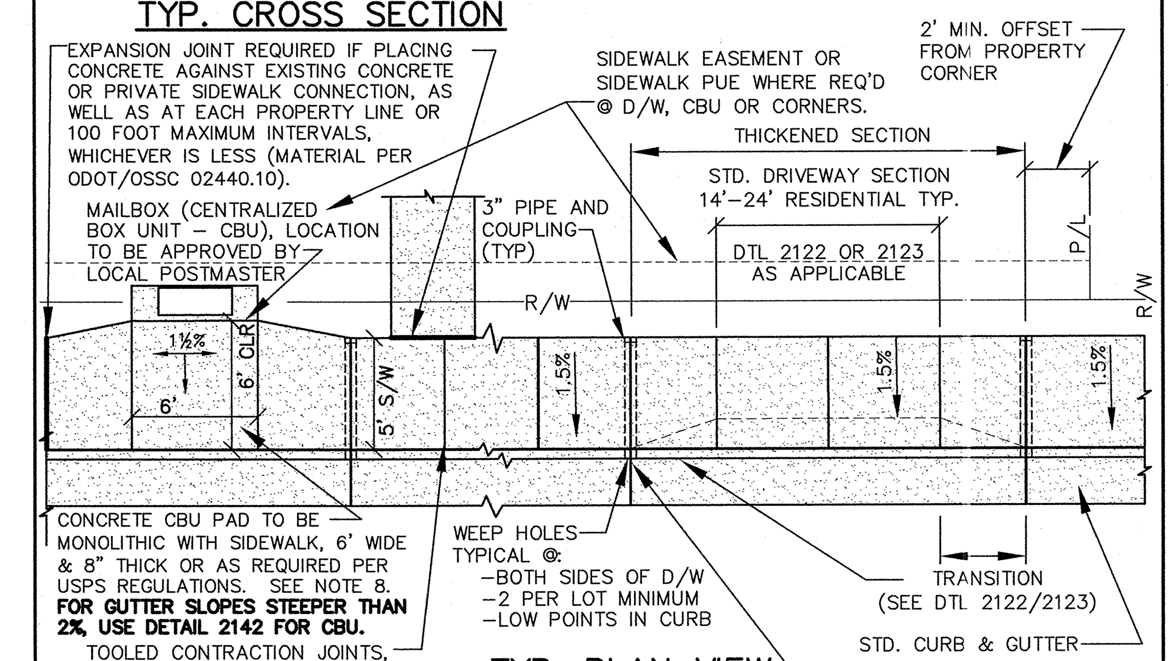
TOOLED CONTRACTION JOINTS TYPICAL AT 5' INTERVALS



TYP. CROSS SECTION



S/W AT OBSTRUCTION



TYP. PLAN VIEW

1. MONOLITHIC PLACEMENT OF CONCRETE FOR STREET CURB & PARALLEL PUBLIC SIDEWALK IS PROHIBITED.
2. CONCRETE THICKNESS. STANDARD SIDEWALKS SHALL BE 4" MIN. THICK. SIDEWALKS THROUGH RESIDENTIAL DRIVEWAYS (INCLUDING WINGS) SHALL BE 6" MIN. THICK. COMMERCIAL DRIVEWAYS & ALLEY APPROACHES SHALL BE 8" MIN. THICK.
3. SIDEWALKS 8' & WIDER SHALL HAVE A LONGITUDINAL CONTRACTION JOINT AT MIDPOINT.
4. CONCRETE SHALL BE 3300 PSI @ 28 DAYS.
5. PCC APRONS JOINTED TO MATCH SIDEWALK PATTERN.
6. SIDEWALKS SHALL BE LOCATED ENTIRELY WITHIN PUBLIC RIGHT-OF-WAY OR SIDEWALK EASEMENTS, INCLUDING AT DRIVEWAYS & INTERSECTIONS.
7. ADA ACCESS TO CBU MAILBOXES SHALL CONFORM WITH SECTION 1111 OF OSSC (OREGON STRUCTURAL SPECIALTY CODE), INCLUDING AN ADA PEDESTRIAN CURB RAMP LOCATED WITHIN 50 FEET OF THE CBU. PROWAG REQUIRED 6'x6' TURING SPACE IN FRONT OF CBU SHALL NOT EXCEED 2% IN ANY DIRECTION. **CBU LAYOUT ABOVE ASSUMES STREET & CURB GRADE DOES NOT EXCEED 2%.**

LAST REVISION DATE: AUG 2019	
CURBLINE SIDEWALKS AND DRIVEWAY APRONS (NTS)	
WESTECH ENG.	DETAIL NO. 2121

NO.	DATE	DESCRIPTION	BY
1			

REVISIONS

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 — 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DSN. RCE
DRN. RCE
CKD. RCE
DATE: FEB 2021

REGISTERED PROFESSIONAL ENGINEER 19176 OREGON JULY 15, 1997 RAYMOND C. ENGEL
RENEWS: 12/31/2021

WESTECH ENGINEERING, INC.
CONSULTING ENGINEERS AND PLANNERS
3841 Fairview Industrial Dr. S.E., Suite 100, Salem, OR 97302
Phone: (503) 585-2474 Fax: (503) 585-3986
E-mail: westech@westech-eng.com

City of Yachats, Oregon
La De Da Lane Street Improvements

Details

DRAWING 9

JOB NUMBER 3096.2030.0

2/5/2021 2:52:46 PM
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DATE: February 17, 2021

TO: Leslie Vaaler, Mayor
Yachats City Council

FROM: Justin Peterson, Contract Planner

SUBJECT: 2nd Reading of Ordinance 367 Hazard Code Updates

Attached, please find a redlined copy, and a clean copy, of Ordinance 367. The first reading of this ordinance was on January 29, 2021.

Motion: I move to approve Ordinance 367 as presented.

Alternatives:

Do not approve

Do not approve and send back to Planning Commission for further modification.

CITY OF YACHATS
ORDINANCE NO. 367

AN ORDINANCE AMENDING THE YACHATS MUNICIPAL CODE CHAPTERS 9.04.030 – DEFINITIONS;~~,~~ 9.52.050 GEOLOGIC HAZARD OVERLAY ZONE;~~,~~ 9.52.100 OLDER STABILIZED DUNE ~~CONTRUCTION~~CONTRUCTION;~~,~~ 9.52.130 DEVELOPMENT ON BEACHES,; AND YACHATS COMPREHENSIVE PLAN GOAL A PROTECTIO~~OI~~N OF NATURAL RESOURCES;~~,~~ GOAL B PROTECTION OF ESTUARINE RESOURCES;~~,~~ GOAL C PROTECTION OF SHORELAND RESOURCES;~~,~~ GOAL E PROTECTION ~~OF~~ FROM NATURAL HAZARDS AND DISASTERS;~~,~~ AND GOAL L BEACHES.

WHEREAS, the City of Yachats received a Coastal Resilience Grant from The Oregon Coastal Management Program for March through July 2020;

WHEREAS, pursuant to ORS 197.610, the City provided DLCD with Form 1 notice of these proposed YMC Title 9~~, Chapter 9.54,~~ text changes on September 13, 2020;

WHEREAS, notice of the proposed amendments were provided in accordance with procedures established in the Yachats Municipal code and Oregon Revised Statues;

WHEREAS, the Planning Commission held a work sessions on July 7, 2020 and July 21, 2020, to provide an open forum for discussion of the amendments;

WHEREAS, the Planning Commission and City Council held a work session on June 4, 2020, to provide an open forum for discussion of the amendments;

WHEREAS, the Planning Commission held a public hearing on October 20, 2020 for the proposed amendments;

WHEREAS, the Planning Commission followed the text amendment procedures under YMC 9.84.020 and has provided a report to the City Council along with its recommendation to consider the proposed text changes;

WHEREAS, the City Council held a public hearing on these proposed text changes on November 18, 2020 and remanded the Ordinance to the Planning Commission for further review;

WHEREAS, the Planning Commission held a public hearing on December 1, 2020 for the proposed amendments;

WHEREAS, the Planning Commission held a public hearing on December 21, 2020 for the proposed amendments;

WHEREAS, the City Council held a public hearing on January 20, 2021 for the

proposed amendments;

NOW THEREFORE, the City of Yachats ordains as follows:

Section 1. Yachats Municipal Code Chapter 9.04.030, Definitions, 9.52.050 Geologic Hazard Overlay Zone, 9.52.100 Older Stabilized Dunes, and 9.52.130 Development on Beaches and Dunes.

CHAPTER 9.04.030 – Definitions

"Beach" means gently sloping areas of loose material (e.g., sand, gravel, and cobbles) that extend landward from the low-water line to a point where there is a definite change in the material type or land form, or to the line of vegetation.

"Estuary" means the body of water from the ocean to the head of tidewater that is partially enclosed by land and within which salt water is usually diluted by fresh water from the land, including all associated estuarine waters, tidelands, tidal marshes and submerged lands.

"Geologic Hazard" means a geologic condition that is a potential danger to life and property which includes but is not limited to earthquakes, landslides, erosion, liquefaction, fault displacement, and subsidence.

"Geoprofessional" refers to a Registered Geologist, Certified Engineering Geologist, Professional Engineer, and Geotechnical Engineer.

> Registered Geologists (RG) provide geologic maps and documents and are licensed by the Oregon State Board of Geologist Examiners (OSBGE).
>
> Certified Engineering Geologists (CEG) provide engineering geologic reports and are licensed by the Oregon State Board of Geologist Examiners (OSBGE).
>
> A Geotechnical Engineer (GE) is a Professional Engineer (PE) with the specific training, expertise, and experience to qualify as a Geotechnical Engineer (GE). GEs provide geotechnical engineering reports and are licensed by the Oregon Board of Examiners for Engineering and Land Surveying (OSBEELS).

"Mean Higher High Water" is the average of the higher of the two high water heights of each tidal day observed over the National Tidal Datum Epoch.

"Older stabilized dune" means a dune that is stable from wind erosion, and that may include diverse forest cover. They include older foredunes.

"Safe Harbor" has the meaning given to it in OAR 660-023-0020(2).

"Shoreline" means the boundary line between a body of water and the land, measured on tidal waters at mean higher high water, and on non-tidal waterways at the ordinary high-water mark.

"Top of Bank" means that vertical point along a stream bank where an abrupt change in slope is evident. For streams in wider valleys it is the point where the stream is generally able to overflow the banks and enter the floodplain. For steep and narrow valleys, it will generally be the same as the top of slope.

CHAPTER 9.52.050 – Geologic Hazard Overlay Zone

A. PURPOSE: The purpose of this overlay zone is to manage development in areas subject to geologic hazards in a manner that reduces long term risks to life, property, and the community, consistent with Statewide Planning Goal 7 and 18.

B. AREAS INCLUDED: The following areas are considered potentially geologically hazardous and are therefore subject to the requirements of this section:

1. All lands partially or completely within "very high" and "high" landslide susceptibility areas as mapped in DOGAMI Open File Report O-16-02, "Landslide Susceptibility Map of Oregon."

2. All lands partially or completely within any coastal erosion hazard zone (very high, high, moderate, or low) as mapped in DOGAMI Open File Report O-07-03, "Evaluation of Coastal Erosion Hazard Zones Along Dune and Bluff Backed Shorelines in Lincoln County, OR: Seal Rock to Cape Perpetua."

3. All lands partially or completely within a rapidly moving landslide as mapped in DOGAMI IMS-22, "GIS Overview Map of Potential Rapidly Moving Landslide Hazards in Western Oregon," 2002.

4. Lots or parcels where the average existing slopes are equal to or greater than twelve (12) percent or where the average existing slopes are equal to or greater than thirty (30) percent within 100 feet of the property.

    a. Definition of Slope: A property has a twelve (12) percent slope or greater if:

        i. The average slope from the highest to lowest point of the property has a slope of twelve (12) percent or greater; or

        ii. The average slope of the building footprint or area to be disturbed measured from the highest to lowest point within the footprint or area to be disturbed is twelve (12) percent or greater.

C. ALLOWED USES: Within the Geologic Hazards Overlay Zone, all uses allowed pursuant to the provisions of the underlying zone may be allowed, subject to the additional requirements and limitations of this section.

D. GEOLOGIC HAZARD PERMIT REQUIRED:

1. Except for activities identified in subsection (D)(2) as exempt, any new development, new construction or substantial improvement, as defined in Section 9.54.020, in an area subject to the provisions of this section shall require a Geologic Hazard Permit. The Geologic Hazard Permit may be

applied for prior to or in conjunction with a building permit, grading permit, or any other permit or land use approval required by the City of Yachats.

2. The following activities are exempt from the requirement for a Geologic Hazard Permit:

    a. Maintenance, repair, or alterations to existing structures that do not alter the building footprint or foundation and do not constitute substantial improvement;

    b. An excavation which is less than two feet in depth or which involves less than twenty-five cubic yards of volume;

    c. Fill that is less than two feet in depth or that involves less than twenty-five cubic yards of volume;

    d. Exploratory excavations under the direction of a certified engineering geologist or registered geotechnical engineer;

    e. Gravesites dug in cemeteries;

    f. Construction of structures for which a building permit is not required;

    g. Removal of trees smaller than 8 inches dbh (diameter breast height);

    h. Removal of trees larger than 8 inches dbh (diameter breast height) provided the canopy area of the trees that are removed in any one year period is less than twenty-five percent of the lot or parcel area;

    i. Yard area vegetation maintenance and other vegetation removal on slopes less than 25% slopes;

    j. Forest operations subject to regulation under ORS 527 (the Oregon Forest Practices Act);

    k. Maintenance and reconstruction of public and private roads, streets, parking lots, driveways, and utility lines, provided the work does not extend outside the previously disturbed area;

    l. Maintenance and repair of utility lines, and the installation of individual utility service connections;

    m. Emergency response activities intended to reduce or eliminate an immediate danger to life or property, or flood or fire hazard;

3. Application, review, decisions, and appeals on Geologic Hazard Permits shall be in accordance with the requirements for a staff level decision. Unless otherwise provided by Yachats Municipal Code or other provision of law, any Geologic Hazard Permit so issued shall be valid for a time period as specified in the approval decision and shall in no case be valid for more than 5 years.

4. In addition to a completed application as prescribed in subsection (E), an application for a Geologic Hazard Permit shall include the following:

    a. A site plan to scale that accurately illustrates areas of disturbance, ground topography (contours), roads and driveways, an outline of wooded or naturally vegetated areas, watercourses, erosion control measures, and trees with a diameter of at least 8 inches dbh (diameter breast height) proposed for removal;

    b. An estimate of depths and the extent of all proposed excavation and fill work;

    c. Identification of the geologic hazard zone for the parcel or lot upon which development is to occur. In cases where properties are mapped with more than one hazard zone, a Certified Engineering Geologist (CEG) shall identify the hazard zone(s) within which development is proposed; and

    d. A engineering Geologic Report prepared by a qualified geoprofessional (as defined in Section 9.04.030) that meets the content requirements of subsection (E); and

5. A decision to approve a Geologic Hazard Permit shall be based upon findings of compliance with the following standards:

    a. The proposed development is not subject to the prohibition of development on beaches and certain dune forms as set forth in Section 9.52.130;

    b. The proposed development complies with the applicable requirements and standards of subsections (6) and (7) of this section;

    c. The Geologic Report conforms to the standards for such reports set forth in subsection (E) of this section; and

    d. The development plans for the application conform, or can be made to conform, with all recommendations and specifications contained in the geologic report.

6. In the event the city determines that additional review of a Geologic Hazard Permit application by an appropriately licensed and/or certified professional is necessary to determine compliance with the provisions of this section, the City may retain the services of such a professional for this purpose. All costs incurred by the City for this additional review shall be paid by the applicant in addition to the application fee for a Geologic Hazard Permit established pursuant to Section 9.88.050.

7. In approving a Geologic Hazard Permit, the City Planner may impose any conditions that are necessary to ensure compliance with the provisions of this section or with any other applicable provisions of the Yachats Municipal Ordinance.

E. GEOLOGIC REPORT (Engineering Geologic Report and Geotechnical Engineering Report) STANDARDS:

1. Geologic Reports required by this section shall be prepared consistent with standard geologic practices employing generally accepted scientific and engineering principles, and shall, at a minimum, contain the items outlined in the most recent edition of Oregon State Board of Geologist Examiners "Guidelines for Preparing Engineering Geologic Reports in Oregon". For oceanfront property, reports shall also address the "Geological Report Guidelines for New Development on Oceanfront Properties," prepared by the Oregon Coastal Management Program of the Department of Land Conservation and Development, in use as of the effective date of this section. Reports shall reference the published guidelines upon which they are based. All engineering geologic reports and geotechnical engineering reports are valid for purposes of meeting the requirements of this section for a period of five (5) years from the date of preparation. Such reports are valid only for the development plan addressed in the report. The City of Yachats assumes no responsibility for the quality or accuracy of such reports.

2. For the purposes of Section 9.52.050, a Geologic Report refers to both engineering geologic reports and geotechnical engineering reports.

3. Geologic reports required by this section shall include a statement certifying that all of the applicable content requirements of this subsection have been addressed.

F. ADDITIONAL LIMITATIONS IN GEOLOGIC HAZARD AREAS:

1. New construction shall be limited to the recommendations, if any, contained in the Geologic Report; and

2. Safest site requirement: All new construction or substantial improvements shall be located within the area most suitable for development based on the least exposure to risk from coastal hazards as determined by a qualified geoprofessional as part of a Geologic Report prepared in accordance with subsection (E). Notwithstanding the provisions of the underlying zone, as necessary to comply with this requirement.

3. Hazard Disclosure Statement: All applications for new development or substantial improvements subject to Geologic Hazard Permit shall provide a Hazard Disclosure Statement signed by the property owner that acknowledges:

i. The property is subject to potential natural hazards and that development thereon is subject to risk of damage from such hazards;

ii. The property owner has commissioned an engineering geologic report for the subject property, a copy of which is on file with City of Yachats Planning Department, and that the property owner has reviewed the engineering geologic report and has thus been informed and is aware of the type and extent of hazards present and the risks associated with development on the subject property;

iii. The property owner accepts and assumes all risks of damage from natural hazards associated with the development of the subject property.

G. MINIMUM OCEANFRONT SETBACKS: In areas subject to the provisions of this section, the building footprint of all new construction or substantial improvement subject to a Geologic Hazard Permit shall be set back from the ocean shore a minimum twenty-five (25) feet from the top of the bank or greater if recommended by an Oregon certified engineering geologist.

H. EROSION CONTROL MEASURES: A certified engineering geologist, geotechnical engineer, or qualified civil engineer shall address the following standards.

1. Stripping of vegetation, grading, or other soil disturbance shall be done in a manner which will minimize soil erosion, stabilize the soil as quickly as practicable, and expose the smallest practical area at any one time during construction;

2. Development plans shall minimize cut or fill operations so as to prevent off-site impacts

3. Temporary vegetation and/or mulching shall be used to protect exposed critical areas during development;

4. Permanent plantings and any required structural erosion control and drainage measures shall be installed within 3 months;

5. Provisions shall be made to effectively accommodate increased runoff caused by altered soil and surface conditions during and after development. The rate of surface water runoff shall be structurally retarded where necessary;

6. Provisions shall be made to prevent surface water from damaging the cut face of excavations or the sloping surface of fills by installation of temporary or permanent drainage across or above such areas, or by other suitable stabilization measures such as mulching, seeding, planting, or

armoring with rolled erosion control products, stone, or other similar methods;

7. All drainage provisions shall be designed to adequately carry existing and potential surface runoff from the twenty year frequency storm to suitable drainageways such as storm drains, natural watercourses, or drainage swales. In no case shall runoff be directed in such a way that it significantly decreases the stability of known landslides or areas identified as unstable slopes prone to earth movement, either by erosion or increase of groundwater pressure;

8. Where drainage swales are used to divert surface waters, they shall be vegetated or protected as necessary to prevent offsite erosion and sediment transport;

9. Erosion and sediment control devices shall be required where necessary to prevent polluting discharges from occurring. Control devices and measures which may be required include, but are not limited to:

    i. Energy absorbing devices to reduce runoff water velocity;

    ii. Sedimentation controls such as sediment or debris basins. Any trapped materials shall be removed to an approved disposal site on an approved schedule;

    iii. Dispersal of water runoff from developed areas over large undisturbed areas;

10. Disposed spoil material or stockpiled topsoil shall be prevented from eroding into streams or drainageways by applying mulch or other protective covering; or by location at a sufficient distance from streams or drainageways; or by other sediment reduction measures; and

11. Such non-erosion pollution associated with construction such as pesticides, fertilizers, petrochemicals, solid wastes, construction chemicals, or wastewaters shall be prevented from leaving the construction site through proper handling, disposal, site monitoring and clean-up activities

12. Removal of Sedimentation: Whenever sedimentation is caused by stripping vegetation, grading, or other development, it shall be the responsibility of the person, corporation, or other entity causing such sedimentation to remove it from all adjoining surfaces and drainage systems and to return the affected areas to their original or equal condition prior to final approval of the project.

I. STORM WATER RETENTION FACILITES REQUIRED:

For structures, driveways, parking areas, or other impervious surfaces in areas of 12% slope or greater, the release rate and sedimentation of storm water shall be controlled by the use of retention facilities when specified by the City. The retention facilities shall be designed for storms having a 25-year recurrence frequency. Storm waters shall be directed into a drainage with adequate capacity so as not to flood adjacent or downstream property.

J. CERTIFICATION OF COMPLIANCE: Permitted development shall comply with the recommendations in any required geologic or engineering report. No development requiring a Geologic Report shall receive final approval (e.g. certificate of occupancy, final inspection, etc.) until the city receives a written statement by a qualified geoprofessional indicating that all performance, mitigation, and monitoring measures contained in the report have been satisfied. If mitigation measures involve engineering solutions prepared by a licensed professional engineer, then the city must also receive an additional written statement of compliance by the licensed professional engineer.

K. RESTORATION AND REPLACEMENT OF EXISTING STRUCTURES:

1. A building or structure that is nonconforming under Chapter 9.76 of the Yachats Municipal Code that is destroyed by fire, other casualty or natural disaster shall be subject to the casualty loss provisions contained in Section 9.76.050. Application of the provisions of this section to a property shall not have the effect of rendering it nonconforming.

2. A building or structure that conforms to the Municipal Code that is destroyed by fire, other casualty or natural disaster may be replaced with a building or structure of up to the same size provided a Geologic Report is prepared by a qualified geoprofessional. A Geologic Report prepared pursuant to this subsection shall adhere to the Geologic Report Standards outlined in subsection 9.52.050 (E). All recommendations contained in the report shall be followed, however the report need not establish that the site is suitable for development as required in subsection 9.52.050 (F)(2). An application filed under this subsection shall be processed and authorized as a ministerial action by the City Planner.

Section 3. Yachats Municipal Code Chapter 9.52.100, Older Stabilized Dune Construction Standards

CHAPTER 9.52.100 – Older Stabilized Dune Construction Standards

It is the intent of the older stabilized dune construction standards to regulate actions in older stabilized dunes in order to minimize damage to the dune forms and to adjacent property.

This section applies to all areas identified as "Older stabilized dunes" in the 1975 USDA Soil Conservation Service and OCCDC report "Beaches and Dunes of the Oregon Coast," specifically the Sand Dunes Map for Lincoln County, Oregon.

The following standards shall apply to development in older stabilized dunes:

A. Before a building permit is issued for construction involving the removal of vegetation in areas of older stabilized dunes, the City shall require an erosion prevention plan. The plan shall provide for temporary and permanent sand stabilization and maintenance of new and existing vegetation. The plan shall return the area to its original level of stability or further increase the area's stability.
B. Removal of vegetation in older stabilized dunes shall be kept to the minimum required for building placement or other valid purposes. Removal of vegetation shall not occur more than thirty (30) days prior to grading, or construction. Permanent revegetation shall be started on the site as soon as practical.
C. Sand removal shall be limited to that necessary for construction of permitted structures on the site or for eliminating hazards identified in the erosion prevention plan. Adequate consideration shall be given to removing sand from the least sensitive locations. Disturbed areas shall be properly revegetated unless building is done thereon.
D. Developments shall result in the least topographic modification of the site that is practical.

CHAPTER 9.52.130 – Development on Beaches and Dunes

Construction of residential, commercial, or industrial buildings is prohibited on beaches, active foredunes, other foredunes that are conditionally stable and subject to ocean undercutting or wave overtopping, and interdune areas (deflation plains) that are subject to ocean flooding. Other development in these areas shall be permitted only if a certified engineering geologist determines that the development is adequately protected from any geologic hazards, wind erosion, undercutting, ocean flooding and storm waves and is designed to minimize adverse environmental effects. Such a determination shall consider:

A. The type of use proposed and the adverse effects it might have on the site and adjacent areas;

B. Temporary and permanent stabilization programs and the planned maintenance of new and existing vegetation;

C. Methods for protecting the surrounding area from any adverse effects of the development; and

D. Hazards to life, public and private property, and the natural environment that may be caused by the proposed use.

Section 2. Yachats Comprehensive Plan, Goal A Protection of Natural Resources (General), Goal B Protection of Estuarine Resources, Goal C Protection of Shoreland Resources, Goal E Protection of Natural Hazards and Disasters, and Goal L Beaches.

Yachats Community Characteristics

The City of Yachats is located on the Central Oregon Coast, in Lincoln County, Oregon, approximately 26 miles south of the City of Newport and 155 miles from the metropolitan area of the City of Portland. Yachats is located at the mouth of the Yachats River overlooking the Pacific Ocean. The climate is moderate. The City consists of varying topography, ranging from ridgetops, steep hillsides, basalt cliffs, uplifted marine terrace deposits, river frontage and relatively level areas along US Highway 101. Development in Yachats spreads mostly north to south along US-Highway 101 and slightly east along Yachats River Road. Dense commercial areas in Yachats exist along US-Highway 101 and are centrally located downtown. Residential development surrounds the downtown commercial core.

The City of Yachats is rich with natural beauty and abundant natural resources. The coastal community offers recreational amenities, activities and attractions in and around the community, such as the Yachats Commons Park and wetlands, Smelt Sands State Recreation Site, Yachats State Recreation Area, the Yachats Ocean Road State Natural Site, and the US Forest Service Cape Perpetua Scenic Area

Goal A – Protection of Natural Resources

The City of Yachats is nestled among the rocky ocean shores and the forested hillsides on both sides of the Yachats River. Protecting the natural beauty of Yachats is very important. Protection of the historic elements, preserving open space, improving parks and trails, and conservation of natural habitats is valued in the community. In conjunction with county, state and federal agencies as well as area residents and landowners, there is a desire to protect and enhance the City's rich natural, scenic and historic resources. Forests, beaches, water, wetlands, air quality, fish and wildlife habitats, historical and archaeological sites, and open space and scenic views all contribute to the high quality of the City's environment. These resources are Yachats' main assets in that they make it a beautiful place for people to live in and visit.

Goal

1. Protect and enhance the natural, scenic and historic resources of the City of Yachats.

Policies

1. The quality of air, water, and land resources shall be maintained or enhanced where possible.
2. Protect significant marine habitats, as identified on the City's adopted Natural Resources Map and Inventory Data, from proposed land uses that will, or might, modify their indigenous characteristics.

3. Preserve existing publically owned open space. Identify new areas appropriate for designation as public open space.
4. Encourage orderly development of land through zoning, land use codes and the timing and placement of public improvements in order to conserve natural resources.
5. Assist the State and County in protecting the County Road 804 right-of-way and the prescriptive easements accepted by the Oregon Supreme Court as established by the Lincoln County Surveyor (County Survey 11,905 dated 12/18/1987) from alterations that would prevent the establishment and maintenance of this segment of the Oregon Coast Hiking Trail within the public right-of-way.
6. Concur with all pertinent and legally authorized agencies, both federal and state, in a mutual effort to retain the character of those natural qualities identified in the adopted Natural Resources Map and Inventory Data.
7. Consider the quality of the resources areas as shown on the adopted Natural Resources Map and Inventory Data in adopting land use designations or in undertaking land use actions or decisions. This Map shall include wetlands, riparian areas, estuaries, and shorelands.
8. Direct growth so as not to encroach upon public or commercial forestlands. The inclusion of additional commercial forest lands within the UGB shall occur only upon finding that the land is needed for urban development.
9. Protect significant archaeological and historic resources through survey identification, map development, recordation and adoption of preservation codes, consistent with the standards of the State Historic Preservation Office (SHPO), affected tribes and federal laws. Specific sites for protection include, but are not limited to, the Little Log Church, Yachats Middens, Native American villages and other identified recorded or unrecorded archaeological or historic sites.
10. Do not support offshore oil and gas development and associated facilities due to potential conflicts with existing ocean fisheries, impacts on aesthetic and recreational values, and degradation of the marine environment. This includes leasing, exploration, and oil and gas extraction within the state territorial sea and federal waters.
11. Protect established trees, which contribute to the aesthetic and environmental quality of the City.
12. Protect significant trees and groves of trees through a tree protection ordinance or through voluntary mechanisms to ensure their health and retention.
13. Protect view sheds and corridors unique to the City. They contribute to the community identity and aesthetic values of City residents and visitors.
14. Protect streams, creeks, and wetlands.
15. Provide educational material regarding the responsible use of chemicals including but not limited to household chemicals, automotive chemicals, herbicides, and pesticides.

Proposed actions:

The City shall:

a) Incorporate soil capacity analysis into the land use code for protection of prime

forest soils.

b) Conduct archaeological and historic resource inventories consistent with Goal 5 and the State Historic Preservation Office (SHPO); rank and prioritize significant properties for protective measures. Priority sites shall be identified on the City's Natural Resources Map or a separate archaeological and historic resources map consistent with state law.
c) Explore and prioritize actions to preserve trees and establish a tree protection ordinance.
d) Identify and rank significant view sheds and corridors.
e) Update the City-wide natural resources inventory and assessment.
f) Research view protection strategies. Those strategies may include, but not be limited to, overlay zones, tree trimming standards, and voluntary deed restrictions. Ensure that view-shed protections do not conflict with other natural resource protections.
g) Explore actions that would improve air quality, such as City-wide composting, replacing inefficient wood-burning stoves, and reducing vehicle emissions by providing alternative transportation options.
h) Periodically update the ordinance to protect inland stream and associated riparian areas.

Goal B – Protection of Estuarine Resources

In Yachats, the estuarine areas include all estuarine waters, intertidal areas, tidal wetlands and submerged and submersible lands up to the line of non-aquatic vegetation or the mean higher high-water line. These resource areas are important for fish and wildlife habitats, for preservation and protection, for estuarine productivity, and for research or educational needs.

In harmony with adjacent property owners and relevant government agencies, the City desires to protect its estuarine areas from development, dredging and fill. Therefore, these estuarine areas within the City need to be classified as a natural management unit, managed to conserve the natural habitats and wildlife therein.

Goals

1. To recognize, protect, maintain and restore the unique environmental, economic and social values of the designated estuarine areas.

Policies

1. Cooperate with appropriate government agencies in the development of biological, aesthetic, recreational, and economic values and benefits of the Yachats River Estuary.
2. In recognition of the unique qualities of the Yachats River estuary, work with Lincoln County and relevant special districts, the Department of State Lands, U.S. Army Corps of Engineers, and other state and federal agencies to comprehensively manage the Yachats River estuary within the Yachats urban growth boundary.

3. The Yachats River is classified as a conservation estuary. All estuarine areas within the Yachats urban growth boundary shall be classified as a natural management unit, and shall be managed to preserve the natural habitats and wildlife therein.
4. Protect the natural habitat areas and aesthetic values in all City decisions regarding land and/or water use actions that affect the estuary. The inventory information and the Natural Resources Map are sources of information regarding the aesthetic and natural values of the Yachats River estuary and the benefit derived therefrom to the City.
5. Protect estuarine areas through zoning and land use codes.
6. Permitted uses in the natural estuary management unit are undeveloped low-intensity, water-dependent recreational uses; protection of wildlife and their habitat and nutrients, fish, wildlife and aesthetic resources; research and educational observation; navigation aids; vegetative shoreline stabilization; and passive restoration measures.
7. Unless specifically exempted by the Director of the Department of State Lands under ORS 196.830 dredging or fill (including dredged material disposal) in intertidal or tidal marsh areas shall be mitigated by creation, restoration or enhancement of estuarine areas. The adequacy of a proposed mitigation project shall be determined by the Department of State Lands.
8. Require a clear presentation of the impacts of the proposed alteration where a use could potentially alter the estuarine ecosystem.
9. The estuarine and coastal shoreland habitat resources designated as significant on the Natural Resources Map shall be protected by implementing ordinances in the City's Municipal Code.

Proposed Actions

The City shall:

a) Develop the City's Natural Resources Map. Designate the Yachats River on the City's Natural Resource Map for purposes of resource management.

Goal C – Protection of Shoreland Resources

Coastal Shorelands are a unique and sensitive component of the coastal environment. These shorelands are an invaluable resource for the protection and maintenance of water quality for fish and wildlife habitats, recreation and a variety of water-dependent uses.

Statewide Goal 17 calls for the conservation and protection of coastal shoreland resources and benefits. The Coastal Shorelands Planning Area is defined as all lands west of the Oregon Coast Highway (Highway 101) as described in ORS 366.235, including the western section of Gender Creek. Any other streams and creeks that intersect the shoreland, shall be in accordance with Yachats Comprehensive Plan Goal A, Protection of Natural Resources, Policy 13. The purpose of the Coastal Shorelands designation is to establish areas for inventory, study and planning for development and use to meet Statewide Planning Goal 17.

Lands contiguous with the ocean and estuaries shall be identified as coastal shorelands and shall include:

- Areas subject to ocean flooding and lands within 100 feet of the ocean shore or within 50 feet of an estuary;
- Adjacent areas of geologic instability where the geologic instability is related to or will impact a coastal water body;
- Natural or man-made riparian resources, especially vegetation necessary to stabilize the shoreline and to maintain water quality and temperature necessary for the maintenance of fish habitat and spawning areas;
- Areas of significant shoreland and wetland biological habitats whose habitat quality is primarily derived from or related to the association with coastal water areas;
- Areas necessary for water-dependent and water-related uses, including areas of recreational importance which utilize coastal water or riparian resources, areas appropriate for navigation and port facilities, dredge material disposal and mitigation sites, and areas having characteristics suitable for aquaculture;
- Areas of exceptional aesthetic or scenic quality, where the quality is primarily derived from or related to the association with coastal water areas; and
- Coastal headlands.

Statewide Planning Goal 17 outlines planning and management requirements for the lands bordering estuaries (as well as lands bordering the ocean shore). In general, the requirements of Goal 17 apply in combination with other planning goals to direct the appropriate use of shoreland areas. Provisions in Goal 17 specifically focus on the protection and management of resources unique to shoreland areas; examples of such resources include areas of significant shoreland habitat, lands especially suited for water dependent uses, lands providing public access to coastal waters, and potential restoration or mitigation sites. Implementing ordinances shall be consistent with Goal 17.

All inventories, policies and planning efforts outlined in this section of the Comprehensive Plan should be coordinated with the City's goals for Open Spaces, Scenic and Historic Areas and Natural Resource (Statewide Planning Goal 5, Comprehensive Plan Goal A), Air, Water and Land Resources Quality (Statewide Planning Goal 6, Comprehensive Plan Goal A) , Areas Subject to Natural Disasters and Hazards (Statewide Planning Goal 7, Comprehensive Plan Goal E), Recreational Needs (Statewide Planning Goal 8, Comprehensive Plan Goal F), Economy of the State (Statewide Planning Goal 9, Comprehensive Plan Goal H) Estuaries (Statewide Planning Goal 16, Comprehensive Plan Goal B), and Beaches and Dunes (Statewide Planning Goal 18, Comprehensive Plan Goal L).

Inventory of Streams and Waterways:

Yachats River and Tributaries shall have a 50 foot setback buffer.

The “safe harbor” method shall be applied to establish setbacks from the Yachats River and its tributaries. The river and tributaries are fish-bearing streams with an average annual stream flow that is less than one thousand (1,000) cubic feet per second. Per the “safe harbor” methodology, a fifty (50) foot setback shall be established from the top of a bank for fish-bearing streams with an average annual stream flow that is less than one thousand (1,000) cubic feet.

Gender Creek shall have a 25 foot setback buffer.

Gender Creek is an open channel that extends from the hillside located east of the Oregon Coast Highway to the ocean. The only exception to this open channel is the culvert which crosses under the highway. Although not considered a fish-bearing stream, Gender Creek does provide many important ecosystem services. Protection will help to maintain the beneficial effects of the stream as a natural habitat and corridor for wildlife, as well as for the protection and maintenance of water quality. Additionally, Gender Creek is valued by nearby residents and property owners for its open space and aesthetic aspects. Properties adjacent to Gender Creek have a history of flooding. The creek is essential to surface water management in the southernmost section of Yachats because the stream conveys stormwater and helps control flooding. Maintaining a buffer area adjacent to the stream will help maintain this carrying capacity. Development restrictions adjacent to the stream, including building setbacks and application of development standards, will also help preserve and restore the natural features of this coastal waterway.

Unnamed Stream at North End of City does not need a 25 foot setback.

Unnamed Stream at the north end of Yachats runs through the Overleaf Village Planned Development (PD) west of Highway 101. Development of the Overleaf Village PD included restoration of the stream and maintenance standards that continue to protect and enhance the stream corridor. East of Highway 101, the stream runs through the northern portion of the Fisterra Planned Development. The Fisterra Planned Development designated the stream and its associated corridor as open space to be maintained in its natural condition. The unnamed stream shall be preserved and maintained as approved in the Overleaf Village and Fisterra Planned Developments.

Agency Creek shall maintain a 10 foot on-center drainage easement.

Agency Creek consists of a combination of open channels, culverted sections, and underground sections. Development has occurred along the edges of the creek as well as over Agency Creek. Imposing greater setbacks on the limited number of undeveloped properties along the creek could cause significant hardship to development and be out of character with existing development. Agency Creek does not have a history of flooding as seen in other parts of Yachats. Agency Creek is a drainage way subject to the Drainage Way Protection Standards. A ten (10) foot on-center drainage easement shall be maintained along with other standards identified in the Yachats Municipal Code, Shoreland Setbacks section.

Goals

1. Recognize, protect, maintain and restore Coastal Shorelands. Coastal Shorelands are a unique and sensitive component of the coastal environment. These shorelands are invaluable for the protection and maintenance of water quality for fish and wildlife habitats, recreation and a variety of water-dependent uses.
2. The City recognizes the environmental, social, and economic values of Coastal Shorelands.
3. Water-dependent and water-related uses are preferred uses in the Coastal Shorelands.

Policies

1. Cooperate with appropriate government officials in the protection of biological, aesthetic, recreational, and economic values and benefits of shorelands under public control.
2. Reduce or mitigate adverse effects upon water quality and fish and wildlife habitat resulting from the use of shorelands.
3. To recognize, protect, and maintain the value of the Yachats River and its tributaries, Gender Creek, and Agency Creek, a vegetative buffer shall be provided from the edge of the bank. The buffer will contribute to maintenance and enhancement of water quality, fish and wildlife habitat, recreation and aesthetics, and provide open space. The vegetative buffer will also help protect property from flooding and help manage stormwater drainage.
4. To recognize, protect, and maintain the value of the ocean, a buffer shall be provided from the top of the bank. Existing stabilizing native vegetation shall not be removed within the buffer in order to help stabilize the bluff and mitigate erosion. The buffer will also help protect adjacent property from flooding and erosion.
5. Provide implementing ordinances in the Zoning & Land Use Code to protect, maintain, and stabilize the shoreline. Stabilization and erosion control methods shall be included in the Zoning & Land Use Code.
6. Develop and implement programs for maintaining and improving public access to the estuary and ocean and pursuing adequate signage of existing access points.
7. Support future public access sites to be accessible in conformance with the Americans with Disabilities Act (ADA).
8. Land-use management practices and non-structural solutions to problems of erosion and flooding shall be preferred to structural solutions. Where shown to be necessary, water and erosion control structures, such as jetties, bulkheads, seawalls, and similar protective structures; and fill, whether located in the waterways or on shorelands above ordinary high water mark, shall be designed to minimize adverse impacts on water currents, erosion, and accretion patterns.
9. Coordinate with the Oregon Department of Parks and Recreation and the Department of State Lands in any review of shoreline stabilization structures.
10. Existing public ownerships, rights-of-way and similar public easements in estuary and ocean shorelands which provide access to or along the estuary or ocean shall be retained or replaced if sold, exchanged or transferred. Rights-of-way may be

vacated to permit redevelopment of existing developed Shoreland areas, provided public access across the affected site is retained.

11. All development shall be consistent with the priorities and policies of the Comprehensive Plan and implementing ordinances.

Proposed Actions

The City shall:

a) Develop a comprehensive map of water bodies, streams, and creeks within the City.
b) Maintain and update Goal 17 inventories with best available science.
c) Strengthen codes to protect Coastal Shorelands.
d) Periodically update the Coastal Shoreland Boundary map based on bluff changes.
e) Include public access points along the shoreline in the City's Natural Resources Map.
f) Note the condition of access points and if they are compliant with the Americans with Disabilities Act (ADA). Identify the ADA non-compliant access points as future improvement projects, where feasible.

Goal E – Natural Hazards

Yachats lies in a challenged area for natural geological hazards due to much of the city's topography and climate. The City is vulnerable to natural hazards and the impacts of climate change, such as rising sea levels and increased extreme weather events. These hazards are related to various environmental processes and the natural characteristics of the region, which under certain situations can cause significant impacts to property and potentially life. Yachats considers natural hazards to include river and ocean flooding, landslides, liquefaction potential due to earthquakes, tsunamis, river bank erosion, coastal erosion, drought, windstorms, winter storms, and wildfires. An approach to land use planning that incorporates sound scientific information, including geotechnical planning, engineering, and design is important. Additionally, to better manage potential results of these hazards, the City has worked closely with Lincoln County in the development of the Lincoln County Natural Hazards Mitigation Plan.

Goals

1. Reduce risk to people and property from natural hazards.
2. Integrate natural hazards information from the Lincoln County Natural Hazards Mitigation Plan (NHMP) into the City of Yachats plans, policies, programs, and implementation provisions.
3. Promote risk reduction to people and property from natural hazards through education and outreach, thus increasing community preparedness and resilience.

General Policies

1. Minimize development in natural hazard areas: While natural hazard areas may be developed consistent with the Comprehensive Plan and city land use regulation,

whenever possible, natural hazard areas shall be retained as open space, recreation use, and other low density uses.

2. Mitigation actions in the Lincoln County Natural Hazards Mitigation Plan shall be followed.
3. Recommendations in the Emergency Operations Plan shall be followed.
4. Encourage participation in Community Emergency Response Team (CERT) Programs.
5. Inform residents and business owners about preparedness measures.
6. Develop citywide stormwater management infrastructure.
7. Development adjacent to the Yachats River shall be planned to minimize any aggravation of the turbidity and seasonal low-flow situation.
8. Access and utilize federal and other grant dollars to implement measures to reduce risk to people and property, and protect against natural hazards.
9. Adopt and update maps, plans, inventories, policies, and implementing measures that reduce risk to people and property from natural hazards.
10. Identify and address emergency access and evacuation routes and areas when making development decisions. Recognize that evacuation routes can be different depending on the natural hazard.
11. Apply for hazard mitigation funding, as able, to advance mitigation projects.

Specific Hazards addressed include:

Flood Hazards
Tsunami Hazards
Geologic Hazards
Wildfire Hazards
Drought Hazards
Landslide Hazards

Policies related to Specific Hazards:

Flood Hazard:

12. Lands in Yachats subject to risk from flooding are identified as Special Flood Hazard Areas on the Flood Insurance Rate Maps (FIRMs) issued by FEMA, which have been adopted by the City. Yachats participates in the National Flood Insurance Program (NFIP) to reduce the risk of damage from flooding and to ensure the availability of flood insurance to property owners and residents.
13. Adopt new or revised FIRM maps as necessary for continued participation in the National Flood Insurance Program.
14. Adopt, revise and maintain regulations for development in identified Special Flood Hazard Areas, as necessary, for continued participation in the NFIP.

15. Identify historically vulnerable and impacted areas for buyout programs.

Tsunami Hazard:

16. Support tsunami preparedness and related resilience efforts, including outreach to residents.
17. Protect life and property to the fullest extent feasible from the impact of a local source Cascadia Subduction Zone tsunami.
18. Use the Oregon Department of Geology and Mineral Industries (DOGAMI) Tsunami Inundation Maps (TIM) applicable to the City of Yachats to develop tsunami hazard resilience measures.
19. Adopt a Tsunami Hazard Overlay Zone for identified tsunami hazard areas to implement land use measures addressing tsunami risk.
20. Identify and address emergency access and evacuation routes and areas when making development decisions.

Geologic Hazards (liquefaction, earthquake, landslide, erosion):

21. Reduce risk to people, property and the natural environment by adopting land use regulations that address geologic hazards.
22. For the purpose of identifying and mitigating geologic hazards, geologic site reports shall be prepared by appropriately qualified professionals that evaluate the risk to the site as well as the risk the proposed development may pose to other properties. Such reports shall be prepared by a State of Oregon certified geoprofessional such as a Registered Geologist (RG), Certified Engineering Geologist (CEG), or Geotechnical Engineer (GE).
23. Recognize that steep slopes are not the only factor that should be used to identify landslide hazard areas. Other factors that must be considered along with slope steepness include: the type of development, the size and scale of the development, the weight and extent of the construction, the location of the vulnerable population, the location of the critical facilities, erosion (natural and human caused), vegetation and grading. The physical footprint of development shall be no greater than the slope can safely accommodate.
24. Require applications for subdivisions, Planned Unit Developments, and building permits to include plans for stormwater management.

Wildfire Hazard:

25. Adopt land use regulations that provide safeguards to reduce risk to people and property from wildfire hazards.
26. Communicate concerns regarding forest activities to the Oregon Department of Forestry.
27. Support the Yachats Rural Fire Protection District in its fire protection efforts.
28. Support the Lincoln County Community Wildfire Protection Plan (CWPP). Implement recommendations and mitigation actions supported by the citizens of Yachats.
29. Prepare for, respond to, and suppress wildland and structural fires.

Drought Hazards:

30. Support drought preparedness and related resilience efforts, including outreach to residents. Engage state, regional and local organizations in a collaborative effort to prepare and distribute water conservation information.

31. Support the City of Yachats Water Conservation Plan. Implement recommendations and mitigation actions.

Proposed Actions

The City shall:

a) Amend the City codes as necessary to reflect best practices related to mitigation of natural hazards.

b) Prepare and distribute hazard preparedness information to all residents, property owners and business owners in the City, and make the information available at tourist accommodations (vacation rentals) and points of interest.

c) Participate in emergency preparedness training drills, on a regular basis, with other agencies and jurisdictions.

d) Explore the opportunity to obtain funds for a feasibility study for additional water storage in the City and develop Strategies for water infrastructure improvements.

e) Prepare and distribute water conservation information through public outreach campaigns, as needed, to raise awareness about drought hazards and mitigation actions residents can take to reduce the impacts of drought in the city.

Goal L – Beaches

Beaches and dunes are the physical environments at the very edge of the sea. These beaches are highly dynamic places; shaped by wind, waves, and currents. They serve as buffers between the energy of the ocean and the land. Beaches and dunes also provide the public with recreational opportunities and draw scores of visitors to Oregon each year.

Goals

1. To conserve, protect, where appropriate develop, and restore the resources and benefits of coastal beach and dune areas.
2. To reduce the hazard to human life and property from natural or human-induced actions associated with these areas.
3. Enhance existing access points to beaches and protect beaches from erosion and other degradation.

Policies

1. Prohibit residential development or commercial and industrial buildings on beaches, active foredunes, on other foredunes which are conditionally stable and that are subject to ocean undercutting or wave overtopping, and on interdune areas (deflation plains) that are subject to ocean flooding.
2. Adopt land use regulations that provide safeguards to reduce risk to people and property from coastal hazards.
3. Improve public access to the beach and river shores by acquiring land and

easements.

4. Accept donations and dedications of land and easements for public access, open space, and habitat protection as appropriate.
5. Identify appropriate sites for emergency and public access to the beach.
6. Investigate a diverse range of beach access types (pedestrian, official vehicular, view) and a range of amenities (parks, walkways/boardwalks, street ends) while maintaining a balance between resource protection and human use.

Section 3. Severability. Any provision of this Ordinance which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision of this Ordinance, and the remaining provisions of this Ordinance shall remain in full force and effect.

Section 4. Effective Date. This ordinance shall take effect on the 30th day after its adoption.

Passed and adopted by the Yachats City Council this _____ day of _____, 20___

	YES	NO	NOT PRESENT
Leslie Vaaler, Mayor	☐	☐	☐
Greg Scott	☐	☐	☐
Mary Ellen O'Shaughnessey	☐	☐	☐
Ann Stott	☐	☐	☐
Vacant	☐	☐	☐

_____
Leslie Vaaler, Mayor

Attest by:

_____
Shannon Beaucaire, City Manager

CITY OF YACHATS
ORDINANCE NO. 367

AN ORDINANCE AMENDING THE YACHATS MUNICIPAL CODE CHAPTERS 9.04.030 DEFINITIONS; 9.52.050 GEOLOGIC HAZARD OVERLAY ZONE; 9.52.100 OLDER STABILIZED DUNE CONTRUCTION; 9.52.130 DEVELOPMENT ON BEACHES; AND YACHATS COMPREHENSIVE PLAN GOAL A PROTECTION OF NATURAL RESOURCES; GOAL B PROTECTION OF ESTUARINE RESOURCES; GOAL C PROTECTION OF SHORELAND RESOURCES; GOAL E PROTECTION FROM NATURAL HAZARDS AND DISASTERS; AND GOAL L BEACHES.

WHEREAS, the City of Yachats received a Coastal Resilience Grant from The Oregon Coastal Management Program for March through July 2020;

WHEREAS, pursuant to ORS 197.610, the City provided DLCD with Form 1 notice of these proposed YMC Title 9 text changes on September 13, 2020;

WHEREAS, notice of the proposed amendments were provided in accordance with procedures established in the Yachats Municipal code and Oregon Revised Statues;

WHEREAS, the Planning Commission held a work sessions on July 7, 2020 and July 21, 2020, to provide an open forum for discussion of the amendments;

WHEREAS, the Planning Commission and City Council held a work session on June 4, 2020, to provide an open forum for discussion of the amendments;

WHEREAS, the Planning Commission held a public hearing on October 20, 2020 for the proposed amendments;

WHEREAS, the Planning Commission followed the text amendment procedures under YMC 9.84.020 and has provided a report to the City Council along with its recommendation to consider the proposed text changes;

WHEREAS, the City Council held a public hearing on these proposed text changes on November 18, 2020 and remanded the Ordinance to the Planning Commission for further review;

WHEREAS, the Planning Commission held a public hearing on December 1, 2020 for the proposed amendments;

WHEREAS, the Planning Commission held a public hearing on December 21, 2020 for the proposed amendments;

WHEREAS, the City Council held a public hearing on January 20, 2021 for the proposed amendments;

NOW THEREFORE, the City of Yachats ordains as follows:

Section 1. Yachats Municipal Code Chapter 9.04.030, Definitions, 9.52.050 Geologic Hazard Overlay Zone, 9.52.100 Older Stabilized Dunes, and 9.52.130 Development on Beaches and Dunes.

CHAPTER 9.04.030 – Definitions

"Beach" means gently sloping areas of loose material (e.g., sand, gravel, and cobbles) that extend landward from the low-water line to a point where there is a definite change in the material type or land form, or to the line of vegetation.

"Estuary" means the body of water from the ocean to the head of tidewater that is partially enclosed by land and within which salt water is usually diluted by fresh water from the land, including all associated estuarine waters, tidelands, tidal marshes and submerged lands.

"Geologic Hazard" means a geologic condition that is a potential danger to life and property which includes but is not limited to earthquakes, landslides, erosion, liquefaction, fault displacement, and subsidence.

"Geoprofessional" refers to a Registered Geologist, Certified Engineering Geologist, Professional Engineer, and Geotechnical Engineer.

> Registered Geologists (RG) provide geologic maps and documents and are licensed by the Oregon State Board of Geologist Examiners (OSBGE).
>
> Certified Engineering Geologists (CEG) provide engineering geologic reports and are licensed by the Oregon State Board of Geologist Examiners (OSBGE).
>
> A Geotechnical Engineer (GE) is a Professional Engineer (PE) with the specific training, expertise, and experience to qualify as a Geotechnical Engineer (GE). GEs provide geotechnical engineering reports and are licensed by the Oregon Board of Examiners for Engineering and Land Surveying (OSBEELS).

"Mean Higher High Water" is the average of the higher of the two high water heights of each tidal day observed over the National Tidal Datum Epoch.

"Older stabilized dune" means a dune that is stable from wind erosion, and that may include diverse forest cover. They include older foredunes.

"Safe Harbor" has the meaning given to it in OAR 660-023-0020(2).

"Shoreline" means the boundary line between a body of water and the land, measured on tidal waters at mean higher high water, and on non-tidal waterways at the ordinary high-water mark.

"Top of Bank" means that vertical point along a stream bank where an abrupt change in slope is evident. For streams in wider valleys it is the point where the stream is generally able to overflow the banks and enter the floodplain. For steep and narrow valleys, it will generally be the same as the top of slope.

CHAPTER 9.52.050 – Geologic Hazard Overlay Zone

A. PURPOSE: The purpose of this overlay zone is to manage development in areas subject to geologic hazards in a manner that reduces long term risks to life, property, and the community, consistent with Statewide Planning Goal 7 and 18.

B. AREAS INCLUDED: The following areas are considered potentially geologically hazardous and are therefore subject to the requirements of this section:

1. All lands partially or completely within "very high" and "high" landslide susceptibility areas as mapped in DOGAMI Open File Report O-16-02, "Landslide Susceptibility Map of Oregon."

2. All lands partially or completely within any coastal erosion hazard zone (very high, high, moderate, or low) as mapped in DOGAMI Open File Report O-07-03, "Evaluation of Coastal Erosion Hazard Zones Along Dune and Bluff Backed Shorelines in Lincoln County, OR: Seal Rock to Cape Perpetua."

3. All lands partially or completely within a rapidly moving landslide as mapped in DOGAMI IMS-22, "GIS Overview Map of Potential Rapidly Moving Landslide Hazards in Western Oregon," 2002.

4. Lots or parcels where the average existing slopes are equal to or greater than twelve (12) percent or where the average existing slopes are equal to or greater than thirty (30) percent within 100 feet of the property.

    a. Definition of Slope: A property has a twelve (12) percent slope or greater if:

        i. The average slope from the highest to lowest point of the property has a slope of twelve (12) percent or greater; or

        ii. The average slope of the building footprint or area to be disturbed measured from the highest to lowest point within the footprint or area to be disturbed is twelve (12) percent or greater.

C. ALLOWED USES: Within the Geologic Hazards Overlay Zone, all uses allowed pursuant to the provisions of the underlying zone may be allowed, subject to the additional requirements and limitations of this section.

D. GEOLOGIC HAZARD PERMIT REQUIRED:

1. Except for activities identified in subsection (D)(2) as exempt, any new development, new construction or substantial improvement, as defined in Section 9.54.020, in an area subject to the provisions of this section shall require a Geologic Hazard Permit. The Geologic Hazard Permit may be applied for prior to or in conjunction with a building permit, grading permit, or any other permit or land use approval required by the City of Yachats.

2. The following activities are exempt from the requirement for a Geologic Hazard Permit:

    a. Maintenance, repair, or alterations to existing structures that do not alter the building footprint or foundation and do not constitute substantial improvement;

    b. An excavation which is less than two feet in depth or which involves less than twenty-five cubic yards of volume;

    c. Fill that is less than two feet in depth or that involves less than twenty-five cubic yards of volume;

    d. Exploratory excavations under the direction of a certified engineering geologist or registered geotechnical engineer;

    e. Gravesites dug in cemeteries;

    f. Construction of structures for which a building permit is not required;

    g. Removal of trees smaller than 8 inches dbh (diameter breast height);

    h. Removal of trees larger than 8 inches dbh (diameter breast height) provided the canopy area of the trees that are removed in any one year period is less than twenty-five percent of the lot or parcel area;

    i. Yard area vegetation maintenance and other vegetation removal on slopes less than 25% slopes;

    j. Forest operations subject to regulation under ORS 527 (the Oregon Forest Practices Act);

    k. Maintenance and reconstruction of public and private roads, streets, parking lots, driveways, and utility lines, provided the work does not extend outside the previously disturbed area;

    l. Maintenance and repair of utility lines, and the installation of individual utility service connections;

    m. Emergency response activities intended to reduce or eliminate an immediate danger to life or property, or flood or fire hazard;

3. Application, review, decisions, and appeals on Geologic Hazard Permits shall be in accordance with the requirements for a staff level decision. Unless otherwise provided by Yachats Municipal Code or other provision of law, any Geologic Hazard Permit so issued shall be valid for a time period as specified in the approval decision and shall in no case be valid for more than 5 years.

4. In addition to a completed application as prescribed in subsection (E), an application for a Geologic Hazard Permit shall include the following:

a. A site plan to scale that accurately illustrates areas of disturbance, ground topography (contours), roads and driveways, an outline of wooded or naturally vegetated areas, watercourses, erosion control measures, and trees with a diameter of at least 8 inches dbh (diameter breast height) proposed for removal;

b. An estimate of depths and the extent of all proposed excavation and fill work;

c. Identification of the geologic hazard zone for the parcel or lot upon which development is to occur. In cases where properties are mapped with more than one hazard zone, a Certified Engineering Geologist (CEG) shall identify the hazard zone(s) within which development is proposed; and

d. A engineering Geologic Report prepared by a qualified geoprofessional (as defined in Section 9.04.030) that meets the content requirements of subsection (E); and

5. A decision to approve a Geologic Hazard Permit shall be based upon findings of compliance with the following standards:

   a. The proposed development is not subject to the prohibition of development on beaches and certain dune forms as set forth in Section 9.52.130;

   b. The proposed development complies with the applicable requirements and standards of subsections (6) and (7) of this section;

   c. The Geologic Report conforms to the standards for such reports set forth in subsection (E) of this section; and

   d. The development plans for the application conform, or can be made to conform, with all recommendations and specifications contained in the geologic report.

6. In the event the city determines that additional review of a Geologic Hazard Permit application by an appropriately licensed and/or certified professional is necessary to determine compliance with the provisions of this section, the City may retain the services of such a professional for this purpose. All costs incurred by the City for this additional review shall be paid by the applicant in addition to the application fee for a Geologic Hazard Permit established pursuant to Section 9.88.050.

7. In approving a Geologic Hazard Permit, the City Planner may impose any conditions that are necessary to ensure compliance with the provisions of this section or with any other applicable provisions of the Yachats Municipal Ordinance.

E. GEOLOGIC REPORT (Engineering Geologic Report and Geotechnical Engineering Report) STANDARDS:

1. Geologic Reports required by this section shall be prepared consistent with standard geologic practices employing generally accepted scientific and engineering principles, and shall, at a minimum, contain the items outlined in the most recent edition of Oregon State Board of Geologist Examiners "Guidelines for Preparing Engineering Geologic Reports in Oregon". For oceanfront property, reports shall also address the "Geological Report Guidelines for New Development on Oceanfront Properties," prepared by the Oregon Coastal Management Program of the Department of Land Conservation and Development, in use as of the effective date of this section. Reports shall reference the published guidelines upon which they are based. All engineering geologic reports and geotechnical engineering reports are valid for purposes of meeting the requirements of this section for a period of five (5) years from the date of preparation. Such reports are valid only for the development plan addressed in the report. The City of Yachats assumes no responsibility for the quality or accuracy of such reports.

2. For the purposes of Section 9.52.050, a Geologic Report refers to both engineering geologic reports and geotechnical engineering reports.

3. Geologic reports required by this section shall include a statement certifying that all of the applicable content requirements of this subsection have been addressed.

F. ADDITIONAL LIMITATIONS IN GEOLOGIC HAZARD AREAS:

1. New construction shall be limited to the recommendations, if any, contained in the Geologic Report; and

2. Safest site requirement: All new construction or substantial improvements shall be located within the area most suitable for development based on the least exposure to risk from coastal hazards as determined by a qualified geoprofessional as part of a Geologic Report prepared in accordance with subsection (E). Notwithstanding the provisions of the underlying zone, as necessary to comply with this requirement.

3. Hazard Disclosure Statement: All applications for new development or substantial improvements subject to Geologic Hazard Permit shall provide a Hazard Disclosure Statement signed by the property owner that acknowledges:

    i. The property is subject to potential natural hazards and that development thereon is subject to risk of damage from such hazards;

ii. The property owner has commissioned an engineering geologic report for the subject property, a copy of which is on file with City of Yachats Planning Department, and that the property owner has reviewed the engineering geologic report and has thus been informed and is aware of the type and extent of hazards present and the risks associated with development on the subject property;

iii. The property owner accepts and assumes all risks of damage from natural hazards associated with the development of the subject property.

G. MINIMUM OCEANFRONT SETBACKS: In areas subject to the provisions of this section, the building footprint of all new construction or substantial improvement subject to a Geologic Hazard Permit shall be set back from the ocean shore a minimum twenty-five (25) feet from the top of the bank or greater if recommended by an Oregon certified engineering geologist.

H. EROSION CONTROL MEASURES: A certified engineering geologist, geotechnical engineer, or qualified civil engineer shall address the following standards.

1. Stripping of vegetation, grading, or other soil disturbance shall be done in a manner which will minimize soil erosion, stabilize the soil as quickly as practicable, and expose the smallest practical area at any one time during construction;

2. Development plans shall minimize cut or fill operations so as to prevent off-site impacts

3. Temporary vegetation and/or mulching shall be used to protect exposed critical areas during development;

4. Permanent plantings and any required structural erosion control and drainage measures shall be installed within 3 months;

5. Provisions shall be made to effectively accommodate increased runoff caused by altered soil and surface conditions during and after development. The rate of surface water runoff shall be structurally retarded where necessary;

6. Provisions shall be made to prevent surface water from damaging the cut face of excavations or the sloping surface of fills by installation of temporary or permanent drainage across or above such areas, or by other suitable stabilization measures such as mulching, seeding, planting, or armoring with rolled erosion control products, stone, or other similar methods;

7. All drainage provisions shall be designed to adequately carry existing and potential surface runoff from the twenty year frequency storm to suitable drainageways such as storm drains, natural watercourses, or drainage swales. In no case shall runoff be directed in such a way that it significantly decreases the stability of known landslides or areas identified as unstable slopes prone to earth movement, either by erosion or increase of groundwater pressure;

8. Where drainage swales are used to divert surface waters, they shall be vegetated or protected as necessary to prevent offsite erosion and sediment transport;

9. Erosion and sediment control devices shall be required where necessary to prevent polluting discharges from occurring. Control devices and measures which may be required include, but are not limited to:

    i. Energy absorbing devices to reduce runoff water velocity;

    ii. Sedimentation controls such as sediment or debris basins. Any trapped materials shall be removed to an approved disposal site on an approved schedule;

    iii. Dispersal of water runoff from developed areas over large undisturbed areas;

10. Disposed spoil material or stockpiled topsoil shall be prevented from eroding into streams or drainageways by applying mulch or other protective covering; or by location at a sufficient distance from streams or drainageways; or by other sediment reduction measures; and

11. Such non-erosion pollution associated with construction such as pesticides, fertilizers, petrochemicals, solid wastes, construction chemicals, or wastewaters shall be prevented from leaving the construction site through proper handling, disposal, site monitoring and clean-up activities

12. Removal of Sedimentation: Whenever sedimentation is caused by stripping vegetation, grading, or other development, it shall be the responsibility of the person, corporation, or other entity causing such sedimentation to remove it from all adjoining surfaces and drainage systems and to return the affected areas to their original or equal condition prior to final approval of the project.

I. STORM WATER RETENTION FACILITES REQUIRED:
For structures, driveways, parking areas, or other impervious surfaces in areas of 12% slope or greater, the release rate and sedimentation of storm water shall be controlled by the use of retention facilities when specified by the City. The

retention facilities shall be designed for storms having a 25-year recurrence frequency. Storm waters shall be directed into a drainage with adequate capacity so as not to flood adjacent or downstream property.

J. CERTIFICATION OF COMPLIANCE: Permitted development shall comply with the recommendations in any required geologic or engineering report. No development requiring a Geologic Report shall receive final approval (e.g. certificate of occupancy, final inspection, etc.) until the city receives a written statement by a qualified geoprofessional indicating that all performance, mitigation, and monitoring measures contained in the report have been satisfied. If mitigation measures involve engineering solutions prepared by a licensed professional engineer, then the city must also receive an additional written statement of compliance by the licensed professional engineer.

K. RESTORATION AND REPLACEMENT OF EXISTING STRUCTURES:

1. A building or structure that is nonconforming under Chapter 9.76 of the Yachats Municipal Code that is destroyed by fire, other casualty or natural disaster shall be subject to the casualty loss provisions contained in Section 9.76.050. Application of the provisions of this section to a property shall not have the effect of rendering it nonconforming.

2. A building or structure that conforms to the Municipal Code that is destroyed by fire, other casualty or natural disaster may be replaced with a building or structure of up to the same size provided a Geologic Report is prepared by a qualified geoprofessional. A Geologic Report prepared pursuant to this subsection shall adhere to the Geologic Report Standards outlined in subsection 9.52.050 (E). All recommendations contained in the report shall be followed, however the report need not establish that the site is suitable for development as required in subsection 9.52.050 (F)(2). An application filed under this subsection shall be processed and authorized as a ministerial action by the City Planner.

Section 3. Yachats Municipal Code Chapter 9.52.100, Older Stabilized Dune Construction Standards

CHAPTER 9.52.100 – Older Stabilized Dune Construction Standards

It is the intent of the older stabilized dune construction standards to regulate actions in older stabilized dunes in order to minimize damage to the dune forms and to adjacent property.

This section applies to all areas identified as “Older stabilized dunes” in the 1975 USDA Soil Conservation Service and OCCDC report “Beaches and Dunes of the Oregon Coast,” specifically the Sand Dunes Map for Lincoln County, Oregon.

The following standards shall apply to development in older stabilized dunes:

A. Before a building permit is issued for construction involving the removal of vegetation in areas of older stabilized dunes, the City shall require an erosion prevention plan. The plan shall provide for temporary and permanent sand stabilization and maintenance of new and existing vegetation. The plan shall return the area to its original level of stability or further increase the area's stability.
B. Removal of vegetation in older stabilized dunes shall be kept to the minimum required for building placement or other valid purposes. Removal of vegetation shall not occur more than thirty (30) days prior to grading, or construction. Permanent revegetation shall be started on the site as soon as practical.
C. Sand removal shall be limited to that necessary for construction of permitted structures on the site or for eliminating hazards identified in the erosion prevention plan. Adequate consideration shall be given to removing sand from the least sensitive locations. Disturbed areas shall be properly revegetated unless building is done thereon.
D. Developments shall result in the least topographic modification of the site that is practical.

CHAPTER 9.52.130 – Development on Beaches and Dunes

Construction of residential, commercial, or industrial buildings is prohibited on beaches, active foredunes, other foredunes that are conditionally stable and subject to ocean undercutting or wave overtopping, and interdune areas (deflation plains) that are subject to ocean flooding. Other development in these areas shall be permitted only if a certified engineering geologist determines that the development is adequately protected from any geologic hazards, wind erosion, undercutting, ocean flooding and storm waves and is designed to minimize adverse environmental effects. Such a determination shall consider:

A. The type of use proposed and the adverse effects it might have on the site and adjacent areas;

B. Temporary and permanent stabilization programs and the planned maintenance of new and existing vegetation;

C. Methods for protecting the surrounding area from any adverse effects of the development; and

D. Hazards to life, public and private property, and the natural environment that may be caused by the proposed use.

Section 2. Yachats Comprehensive Plan, Goal A Protection of Natural Resources (General), Goal B Protection of Estuarine Resources, Goal C Protection of Shoreland Resources, Goal E Protection of Natural Hazards and Disasters, and Goal L Beaches.

Yachats Community Characteristics

The City of Yachats is located on the Central Oregon Coast, in Lincoln County, Oregon, approximately 26 miles south of the City of Newport and 155 miles from the metropolitan area of the City of Portland. Yachats is located at the mouth of the Yachats River overlooking the Pacific Ocean. The climate is moderate. The City consists of varying topography, ranging from ridgetops, steep hillsides, basalt cliffs, uplifted marine terrace deposits, river frontage and relatively level areas along US Highway 101. Development in Yachats spreads mostly north to south along US-Highway 101 and slightly east along Yachats River Road. Dense commercial areas in Yachats exist along US-Highway 101 and are centrally located downtown. Residential development surrounds the downtown commercial core.

The City of Yachats is rich with natural beauty and abundant natural resources. The coastal community offers recreational amenities, activities and attractions in and around the community, such as the Yachats Commons Park and wetlands, Smelt Sands State Recreation Site, Yachats State Recreation Area, the Yachats Ocean Road State Natural Site, and the US Forest Service Cape Perpetua Scenic Area

Goal A – Protection of Natural Resources

The City of Yachats is nestled among the rocky ocean shores and the forested hillsides on both sides of the Yachats River. Protecting the natural beauty of Yachats is very important. Protection of the historic elements, preserving open space, improving parks and trails, and conservation of natural habitats is valued in the community. In conjunction with county, state and federal agencies as well as area residents and landowners, there is a desire to protect and enhance the City's rich natural, scenic and historic resources. Forests, beaches, water, wetlands, air quality, fish and wildlife habitats, historical and archaeological sites, and open space and scenic views all contribute to the high quality of the City's environment. These resources are Yachats' main assets in that they make it a beautiful place for people to live in and visit.

Goal

1. Protect and enhance the natural, scenic and historic resources of the City of Yachats.

Policies

1. The quality of air, water, and land resources shall be maintained or enhanced where possible.
2. Protect significant marine habitats, as identified on the City's adopted Natural Resources Map and Inventory Data, from proposed land uses that will, or might, modify their indigenous characteristics.
3. Preserve existing publically owned open space. Identify new areas appropriate for designation as public open space.
4. Encourage orderly development of land through zoning, land use codes and the timing and placement of public improvements in order to conserve natural resources.

5. Assist the State and County in protecting the County Road 804 right-of-way and the prescriptive easements accepted by the Oregon Supreme Court as established by the Lincoln County Surveyor (County Survey 11,905 dated 12/18/1987) from alterations that would prevent the establishment and maintenance of this segment of the Oregon Coast Hiking Trail within the public right-of-way.
6. Concur with all pertinent and legally authorized agencies, both federal and state, in a mutual effort to retain the character of those natural qualities identified in the adopted Natural Resources Map and Inventory Data.
7. Consider the quality of the resources areas as shown on the adopted Natural Resources Map and Inventory Data in adopting land use designations or in undertaking land use actions or decisions. This Map shall include wetlands, riparian areas, estuaries, and shorelands.
8. Direct growth so as not to encroach upon public or commercial forestlands. The inclusion of additional commercial forest lands within the UGB shall occur only upon finding that the land is needed for urban development.
9. Protect significant archaeological and historic resources through survey identification, map development, recordation and adoption of preservation codes, consistent with the standards of the State Historic Preservation Office (SHPO), affected tribes and federal laws. Specific sites for protection include, but are not limited to, the Little Log Church, Yachats Middens, Native American villages and other identified recorded or unrecorded archaeological or historic sites.
10. Do not support offshore oil and gas development and associated facilities due to potential conflicts with existing ocean fisheries, impacts on aesthetic and recreational values, and degradation of the marine environment. This includes leasing, exploration, and oil and gas extraction within the state territorial sea and federal waters.
11. Protect established trees, which contribute to the aesthetic and environmental quality of the City.
12. Protect significant trees and groves of trees through a tree protection ordinance or through voluntary mechanisms to ensure their health and retention.
13. Protect view sheds and corridors unique to the City. They contribute to the community identity and aesthetic values of City residents and visitors.
14. Protect streams, creeks, and wetlands.
15. Provide educational material regarding the responsible use of chemicals including but not limited to household chemicals, automotive chemicals, herbicides, and pesticides.

Proposed actions:

The City shall:

a) Incorporate soil capacity analysis into the land use code for protection of prime forest soils.
b) Conduct archaeological and historic resource inventories consistent with Goal 5 and the State Historic Preservation Office (SHPO); rank and prioritize significant properties for protective measures. Priority sites shall be identified on the City's Natural Resources Map or a separate archaeological and historic resources map

consistent with state law.

c) Explore and prioritize actions to preserve trees and establish a tree protection ordinance.
d) Identify and rank significant view sheds and corridors.
e) Update the City-wide natural resources inventory and assessment.
f) Research view protection strategies. Those strategies may include, but not be limited to, overlay zones, tree trimming standards, and voluntary deed restrictions. Ensure that view-shed protections do not conflict with other natural resource protections.
g) Explore actions that would improve air quality, such as City-wide composting, replacing inefficient wood-burning stoves, and reducing vehicle emissions by providing alternative transportation options.
h) Periodically update the ordinance to protect inland stream and associated riparian areas.

Goal B – Protection of Estuarine Resources

In Yachats, the estuarine areas include all estuarine waters, intertidal areas, tidal wetlands and submerged and submersible lands up to the line of non-aquatic vegetation or the mean higher high-water line. These resource areas are important for fish and wildlife habitats, for preservation and protection, for estuarine productivity, and for research or educational needs.

In harmony with adjacent property owners and relevant government agencies, the City desires to protect its estuarine areas from development, dredging and fill. Therefore, these estuarine areas within the City need to be classified as a natural management unit, managed to conserve the natural habitats and wildlife therein.

Goals

1. To recognize, protect, maintain and restore the unique environmental, economic and social values of the designated estuarine areas.

Policies

1. Cooperate with appropriate government agencies in the development of biological, aesthetic, recreational, and economic values and benefits of the Yachats River Estuary.
2. In recognition of the unique qualities of the Yachats River estuary, work with Lincoln County and relevant special districts, the Department of State Lands, U.S. Army Corps of Engineers, and other state and federal agencies to comprehensively manage the Yachats River estuary within the Yachats urban growth boundary.
3. The Yachats River is classified as a conservation estuary. All estuarine areas within the Yachats urban growth boundary shall be classified as a natural management unit, and shall be managed to preserve the natural habitats and wildlife therein.
4. Protect the natural habitat areas and aesthetic values in all City decisions

regarding land and/or water use actions that affect the estuary. The inventory information and the Natural Resources Map are sources of information regarding the aesthetic and natural values of the Yachats River estuary and the benefit derived therefrom to the City.

5. Protect estuarine areas through zoning and land use codes.
6. Permitted uses in the natural estuary management unit are undeveloped low-intensity, water-dependent recreational uses; protection of wildlife and their habitat and nutrients, fish, wildlife and aesthetic resources; research and educational observation; navigation aids; vegetative shoreline stabilization; and passive restoration measures.
7. Unless specifically exempted by the Director of the Department of State Lands under ORS 196.830 dredging or fill (including dredged material disposal) in intertidal or tidal marsh areas shall be mitigated by creation, restoration or enhancement of estuarine areas. The adequacy of a proposed mitigation project shall be determined by the Department of State Lands.
8. Require a clear presentation of the impacts of the proposed alteration where a use could potentially alter the estuarine ecosystem.
9. The estuarine and coastal shoreland habitat resources designated as significant on the Natural Resources Map shall be protected by implementing ordinances in the City's Municipal Code.

Proposed Actions

The City shall:

a) Develop the City's Natural Resources Map. Designate the Yachats River on the City's Natural Resource Map for purposes of resource management.

Goal C – Protection of Shoreland Resources

Coastal Shorelands are a unique and sensitive component of the coastal environment. These shorelands are an invaluable resource for the protection and maintenance of water quality for fish and wildlife habitats, recreation and a variety of water-dependent uses.

Statewide Goal 17 calls for the conservation and protection of coastal shoreland resources and benefits. The Coastal Shorelands Planning Area is defined as all lands west of the Oregon Coast Highway (Highway 101) as described in ORS 366.235, including the western section of Gender Creek. Any other streams and creeks that intersect the shoreland, shall be in accordance with Yachats Comprehensive Plan Goal A, Protection of Natural Resources, Policy 13. The purpose of the Coastal Shorelands designation is to establish areas for inventory, study and planning for development and use to meet Statewide Planning Goal 17.

Lands contiguous with the ocean and estuaries shall be identified as coastal shorelands and shall include:

- Areas subject to ocean flooding and lands within 100 feet of the ocean shore or within 50 feet of an estuary;

- Adjacent areas of geologic instability where the geologic instability is related to or will impact a coastal water body;
- Natural or man-made riparian resources, especially vegetation necessary to stabilize the shoreline and to maintain water quality and temperature necessary for the maintenance of fish habitat and spawning areas;
- Areas of significant shoreland and wetland biological habitats whose habitat quality is primarily derived from or related to the association with coastal water areas;
- Areas necessary for water-dependent and water-related uses, including areas of recreational importance which utilize coastal water or riparian resources, areas appropriate for navigation and port facilities, dredge material disposal and mitigation sites, and areas having characteristics suitable for aquaculture;
- Areas of exceptional aesthetic or scenic quality, where the quality is primarily derived from or related to the association with coastal water areas; and
- Coastal headlands.

Statewide Planning Goal 17 outlines planning and management requirements for the lands bordering estuaries (as well as lands bordering the ocean shore). In general, the requirements of Goal 17 apply in combination with other planning goals to direct the appropriate use of shoreland areas. Provisions in Goal 17 specifically focus on the protection and management of resources unique to shoreland areas; examples of such resources include areas of significant shoreland habitat, lands especially suited for water dependent uses, lands providing public access to coastal waters, and potential restoration or mitigation sites. Implementing ordinances shall be consistent with Goal 17.

All inventories, policies and planning efforts outlined in this section of the Comprehensive Plan should be coordinated with the City's goals for Open Spaces, Scenic and Historic Areas and Natural Resource (Statewide Planning Goal 5, Comprehensive Plan Goal A), Air, Water and Land Resources Quality (Statewide Planning Goal 6, Comprehensive Plan Goal A) , Areas Subject to Natural Disasters and Hazards (Statewide Planning Goal 7, Comprehensive Plan Goal E), Recreational Needs (Statewide Planning Goal 8, Comprehensive Plan Goal F), Economy of the State (Statewide Planning Goal 9, Comprehensive Plan Goal H) Estuaries (Statewide Planning Goal 16, Comprehensive Plan Goal B), and Beaches and Dunes (Statewide Planning Goal 18, Comprehensive Plan Goal L).

Inventory of Streams and Waterways:

Yachats River and Tributaries shall have a 50 foot setback buffer.

The "safe harbor" method shall be applied to establish setbacks from the Yachats River and its tributaries. The river and tributaries are fish-bearing streams with an average annual stream flow that is less than one thousand (1,000) cubic feet per second. Per the "safe harbor" methodology, a fifty (50) foot setback shall be established from the top of a

bank for fish-bearing streams with an average annual stream flow that is less than one thousand (1,000) cubic feet.

Gender Creek shall have a 25 foot setback buffer.

Gender Creek is an open channel that extends from the hillside located east of the Oregon Coast Highway to the ocean. The only exception to this open channel is the culvert which crosses under the highway. Although not considered a fish-bearing stream, Gender Creek does provide many important ecosystem services. Protection will help to maintain the beneficial effects of the stream as a natural habitat and corridor for wildlife, as well as for the protection and maintenance of water quality. Additionally, Gender Creek is valued by nearby residents and property owners for its open space and aesthetic aspects. Properties adjacent to Gender Creek have a history of flooding. The creek is essential to surface water management in the southernmost section of Yachats because the stream conveys stormwater and helps control flooding. Maintaining a buffer area adjacent to the stream will help maintain this carrying capacity. Development restrictions adjacent to the stream, including building setbacks and application of development standards, will also help preserve and restore the natural features of this coastal waterway.

Unnamed Stream at North End of City does not need a 25 foot setback.

Unnamed Stream at the north end of Yachats runs through the Overleaf Village Planned Development (PD) west of Highway 101. Development of the Overleaf Village PD included restoration of the stream and maintenance standards that continue to protect and enhance the stream corridor. East of Highway 101, the stream runs through the northern portion of the Fisterra Planned Development. The Fisterra Planned Development designated the stream and its associated corridor as open space to be maintained in its natural condition. The unnamed stream shall be preserved and maintained as approved in the Overleaf Village and Fisterra Planned Developments.

Agency Creek shall maintain a 10 foot on-center drainage easement.

Agency Creek consists of a combination of open channels, culverted sections, and underground sections. Development has occurred along the edges of the creek as well as over Agency Creek. Imposing greater setbacks on the limited number of undeveloped properties along the creek could cause significant hardship to development and be out of character with existing development. Agency Creek does not have a history of flooding as seen in other parts of Yachats. Agency Creek is a drainage way subject to the Drainage Way Protection Standards. A ten (10) foot on-center drainage easement shall be maintained along with other standards identified in the Yachats Municipal Code, Shoreland Setbacks section.

Goals

1. Recognize, protect, maintain and restore Coastal Shorelands. Coastal Shorelands are a unique and sensitive component of the coastal environment. These

shorelands are invaluable for the protection and maintenance of water quality for fish and wildlife habitats, recreation and a variety of water-dependent uses.

2. The City recognizes the environmental, social, and economic values of Coastal Shorelands.
3. Water-dependent and water-related uses are preferred uses in the Coastal Shorelands.

Policies

1. Cooperate with appropriate government officials in the protection of biological, aesthetic, recreational, and economic values and benefits of shorelands under public control.
2. Reduce or mitigate adverse effects upon water quality and fish and wildlife habitat resulting from the use of shorelands.
3. To recognize, protect, and maintain the value of the Yachats River and its tributaries, Gender Creek, and Agency Creek, a vegetative buffer shall be provided from the edge of the bank. The buffer will contribute to maintenance and enhancement of water quality, fish and wildlife habitat, recreation and aesthetics, and provide open space. The vegetative buffer will also help protect property from flooding and help manage stormwater drainage.
4. To recognize, protect, and maintain the value of the ocean, a buffer shall be provided from the top of the bank. Existing stabilizing native vegetation shall not be removed within the buffer in order to help stabilize the bluff and mitigate erosion. The buffer will also help protect adjacent property from flooding and erosion.
5. Provide implementing ordinances in the Zoning & Land Use Code to protect, maintain, and stabilize the shoreline. Stabilization and erosion control methods shall be included in the Zoning & Land Use Code.
6. Develop and implement programs for maintaining and improving public access to the estuary and ocean and pursuing adequate signage of existing access points.
7. Support future public access sites to be accessible in conformance with the Americans with Disabilities Act (ADA).
8. Land-use management practices and non-structural solutions to problems of erosion and flooding shall be preferred to structural solutions. Where shown to be necessary, water and erosion control structures, such as jetties, bulkheads, seawalls, and similar protective structures; and fill, whether located in the waterways or on shorelands above ordinary high water mark, shall be designed to minimize adverse impacts on water currents, erosion, and accretion patterns.
9. Coordinate with the Oregon Department of Parks and Recreation and the Department of State Lands in any review of shoreline stabilization structures.
10. Existing public ownerships, rights-of-way and similar public easements in estuary and ocean shorelands which provide access to or along the estuary or ocean shall be retained or replaced if sold, exchanged or transferred. Rights-of-way may be vacated to permit redevelopment of existing developed Shoreland areas, provided public access across the affected site is retained.

11. All development shall be consistent with the priorities and policies of the Comprehensive Plan and implementing ordinances.

Proposed Actions

The City shall:

a) Develop a comprehensive map of water bodies, streams, and creeks within the City.
b) Maintain and update Goal 17 inventories with best available science.
c) Strengthen codes to protect Coastal Shorelands.
d) Periodically update the Coastal Shoreland Boundary map based on bluff changes.
e) Include public access points along the shoreline in the City's Natural Resources Map.
f) Note the condition of access points and if they are compliant with the Americans with Disabilities Act (ADA). Identify the ADA non-compliant access points as future improvement projects, where feasible.

Goal E – Natural Hazards

Yachats lies in a challenged area for natural geological hazards due to much of the city's topography and climate. The City is vulnerable to natural hazards and the impacts of climate change, such as rising sea levels and increased extreme weather events. These hazards are related to various environmental processes and the natural characteristics of the region, which under certain situations can cause significant impacts to property and potentially life. Yachats considers natural hazards to include river and ocean flooding, landslides, liquefaction potential due to earthquakes, tsunamis, river bank erosion, coastal erosion, drought, windstorms, winter storms, and wildfires. An approach to land use planning that incorporates sound scientific information, including geotechnical planning, engineering, and design is important. Additionally, to better manage potential results of these hazards, the City has worked closely with Lincoln County in the development of the Lincoln County Natural Hazards Mitigation Plan.

Goals

1. Reduce risk to people and property from natural hazards.
2. Integrate natural hazards information from the Lincoln County Natural Hazards Mitigation Plan (NHMP) into the City of Yachats plans, policies, programs, and implementation provisions.
3. Promote risk reduction to people and property from natural hazards through education and outreach, thus increasing community preparedness and resilience.

General Policies

1. Minimize development in natural hazard areas: While natural hazard areas may be developed consistent with the Comprehensive Plan and city land use regulation, whenever possible, natural hazard areas shall be retained as open space, recreation use, and other low density uses.

2. Mitigation actions in the Lincoln County Natural Hazards Mitigation Plan shall be followed.
3. Recommendations in the Emergency Operations Plan shall be followed.
4. Encourage participation in Community Emergency Response Team (CERT) Programs.
5. Inform residents and business owners about preparedness measures.
6. Develop citywide stormwater management infrastructure.
7. Development adjacent to the Yachats River shall be planned to minimize any aggravation of the turbidity and seasonal low-flow situation.
8. Access and utilize federal and other grant dollars to implement measures to reduce risk to people and property, and protect against natural hazards.
9. Adopt and update maps, plans, inventories, policies, and implementing measures that reduce risk to people and property from natural hazards.
10. Identify and address emergency access and evacuation routes and areas when making development decisions. Recognize that evacuation routes can be different depending on the natural hazard.
11. Apply for hazard mitigation funding, as able, to advance mitigation projects.

Specific Hazards addressed include:

Flood Hazards
Tsunami Hazards
Geologic Hazards
Wildfire Hazards
Drought Hazards
Landslide Hazards

Policies related to Specific Hazards:

Flood Hazard:

12. Lands in Yachats subject to risk from flooding are identified as Special Flood Hazard Areas on the Flood Insurance Rate Maps (FIRMs) issued by FEMA, which have been adopted by the City. Yachats participates in the National Flood Insurance Program (NFIP) to reduce the risk of damage from flooding and to ensure the availability of flood insurance to property owners and residents.
13. Adopt new or revised FIRM maps as necessary for continued participation in the National Flood Insurance Program.
14. Adopt, revise and maintain regulations for development in identified Special Flood Hazard Areas, as necessary, for continued participation in the NFIP.
15. Identify historically vulnerable and impacted areas for buyout programs.

Tsunami Hazard:

16. Support tsunami preparedness and related resilience efforts, including outreach to residents.
17. Protect life and property to the fullest extent feasible from the impact of a local source Cascadia Subduction Zone tsunami.
18. Use the Oregon Department of Geology and Mineral Industries (DOGAMI) Tsunami Inundation Maps (TIM) applicable to the City of Yachats to develop tsunami hazard resilience measures.
19. Adopt a Tsunami Hazard Overlay Zone for identified tsunami hazard areas to implement land use measures addressing tsunami risk.
20. Identify and address emergency access and evacuation routes and areas when making development decisions.

Geologic Hazards (liquefaction, earthquake, landslide, erosion):

21. Reduce risk to people, property and the natural environment by adopting land use regulations that address geologic hazards.
22. For the purpose of identifying and mitigating geologic hazards, geologic site reports shall be prepared by appropriately qualified professionals that evaluate the risk to the site as well as the risk the proposed development may pose to other properties. Such reports shall be prepared by a State of Oregon certified geoprofessional such as a Registered Geologist (RG), Certified Engineering Geologist (CEG), or Geotechnical Engineer (GE).
23. Recognize that steep slopes are not the only factor that should be used to identify landslide hazard areas. Other factors that must be considered along with slope steepness include: the type of development, the size and scale of the development, the weight and extent of the construction, the location of the vulnerable population, the location of the critical facilities, erosion (natural and human caused), vegetation and grading. The physical footprint of development shall be no greater than the slope can safely accommodate.
24. Require applications for subdivisions, Planned Unit Developments, and building permits to include plans for stormwater management.

Wildfire Hazard:

25. Adopt land use regulations that provide safeguards to reduce risk to people and property from wildfire hazards.
26. Communicate concerns regarding forest activities to the Oregon Department of Forestry.
27. Support the Yachats Rural Fire Protection District in its fire protection efforts.
28. Support the Lincoln County Community Wildfire Protection Plan (CWPP). Implement recommendations and mitigation actions supported by the citizens of Yachats.
29. Prepare for, respond to, and suppress wildland and structural fires.

Drought Hazards:

30. Support drought preparedness and related resilience efforts, including outreach to residents. Engage state, regional and local organizations in a collaborative effort to prepare and distribute water conservation information.

31. Support the City of Yachats Water Conservation Plan. Implement recommendations and mitigation actions.

Proposed Actions

The City shall:

a) Amend the City codes as necessary to reflect best practices related to mitigation of natural hazards.

b) Prepare and distribute hazard preparedness information to all residents, property owners and business owners in the City, and make the information available at tourist accommodations (vacation rentals) and points of interest.

c) Participate in emergency preparedness training drills, on a regular basis, with other agencies and jurisdictions.

d) Explore the opportunity to obtain funds for a feasibility study for additional water storage in the City and develop Strategies for water infrastructure improvements.

e) Prepare and distribute water conservation information through public outreach campaigns, as needed, to raise awareness about drought hazards and mitigation actions residents can take to reduce the impacts of drought in the city.

Goal L – Beaches

Beaches and dunes are the physical environments at the very edge of the sea. These beaches are highly dynamic places; shaped by wind, waves, and currents. They serve as buffers between the energy of the ocean and the land. Beaches and dunes also provide the public with recreational opportunities and draw scores of visitors to Oregon each year.

Goals

1. To conserve, protect, where appropriate develop, and restore the resources and benefits of coastal beach and dune areas.
2. To reduce the hazard to human life and property from natural or human-induced actions associated with these areas.
3. Enhance existing access points to beaches and protect beaches from erosion and other degradation.

Policies

1. Prohibit residential development or commercial and industrial buildings on beaches, active foredunes, on other foredunes which are conditionally stable and that are subject to ocean undercutting or wave overtopping, and on interdune areas (deflation plains) that are subject to ocean flooding.
2. Adopt land use regulations that provide safeguards to reduce risk to people and property from coastal hazards.
3. Improve public access to the beach and river shores by acquiring land and

easements.

4. Accept donations and dedications of land and easements for public access, open space, and habitat protection as appropriate.
5. Identify appropriate sites for emergency and public access to the beach.
6. Investigate a diverse range of beach access types (pedestrian, official vehicular, view) and a range of amenities (parks, walkways/boardwalks, street ends) while maintaining a balance between resource protection and human use.

Section 3. Severability. Any provision of this Ordinance which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision of this Ordinance, and the remaining provisions of this Ordinance shall remain in full force and effect.

Section 4. Effective Date. This ordinance shall take effect on the 30th day after its adoption.

Passed and adopted by the Yachats City Council this _____ day of _____, 20___

	YES	NO	NOT PRESENT
Leslie Vaaler, Mayor	☐	☐	☐
Greg Scott	☐	☐	☐
Mary Ellen O'Shaughnessey	☐	☐	☐
Ann Stott	☐	☐	☐
Vacant	☐	☐	☐

_____
Leslie Vaaler, Mayor

Attest by:

_____
Shannon Beaucaire, City Manager

DATE: February 2, 2021

TO: Yachats City Council

FROM: David Rivinus—Library Commission Chair

SUBJECT: Library Assessment Report submitted by **Penny Hummel Consulting**

On March 16, 2020, the Yachats Library Commission (YLC), accepted the Library Assessment contract proposal submitted by Penny Hummel Consulting of Portland, Oregon. Ms. Hummel's assessment work began during late summer and continued intermittently until she issued her report on November 25, 2020. (It is available for reading on the Yachats City Website.) On December 10, the YLC met in a special meeting to review the assessment report and voted unanimously to accept the report as the basis for the YLC's strategic, long-term plan.

The purpose of this memo and my appearance before the Council on February 17, is twofold:

First: to convey to the Council the YLC's satisfaction—and, indeed, enthusiasm—for the quality and thoroughness of this report. We wish to express our gratitude to the Council for authorizing the report in 2019. We feel this assessment was a most worthwhile investment.

Second: to highlight—for now in general terms—the two most important recommendations made in the report, namely, (a) a recommendation to expand the library building. We have two substantial bequests which will probably cover the costs. (b) a recommendation to hire a parttime librarian. This is now a state-mandated requirement for maintaining our status as a legally recognized library in Oregon. There are multiple avenues for us to pursue this possibility, and there are multiple advantages to doing so. One advantage is that, without legal status, it complicates library-related grant writing and fundraising.

During the Council meeting on 2/17 I will be available to go into more detail and answer questions.

Respectfully submitted,

David Rivinus—Library Commission Chair

DATE: February 17, 2021

TO: Leslie Vaaler, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Intergovernmental Agreement for Planning Services

Attached, the revised intergovernmental agreement (IGA) for planning services beginning March 1, 2021.

Motion: I move to approve the IGA with Oregon Cascades West Council of Governments while the City pursues options to provide in-house planning services.

Alternatives:

Do not approve

INTERGOVERNMENTAL AGREEMENT
Between
City of Yachats
and
Oregon Cascades West Council of Governments
For
Planning Services

This Agreement is made and entered into upon execution by and between City of Yachats, a municipal corporation of the State of Oregon, hereinafter known as CITY, and Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.

B. CITY has the need of Planning and GIS Services

C. OCWCOG has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This agreement shall be for the purpose of providing general planning services to the CITY on an ad-hoc basis, to address the demand for land use, code review, comprehensive plan updates, property development, Lincoln County permitting, GIS and similar planning efforts. Project Plans will be developed for concentrations of work to establish goals, tasks, effort and deliverables.

SECTION 2. CITY RESPONSIBIILTY

A. CITY will provide access to records and planning documents relevant to work requested.

B. CITY shall prioritize and communicate planning activities to OCWCOG; provide direction as tasks are completed for any follow-up activities;

C. CITY shall provide workspace and equipment for onsite performance of planning activities as requested.

D. CITY shall pay mileage expense to OCWCOG staff directly for work required to be conducted on-site at the standard current federal mileage reimbursement rate.

E. CITY shall pay OCWCOG within thirty (30) days after receiving OCWCOG's quarterly

invoice.

SECTION 3. OCWCOG RESPONSIBIILTY

A. OCWCOG will respond to CITY requests of planning services in a timely manner.

B. OCWCOG will assist the City Administrator or designated staff in identifying areas of need.

C. OCWCOG will provide consistent access to staffing during hours negotiated with the CITY (onsite and/or from OCWCOG locations) and coordinate additional planning support hours as requested.

D. OCWCOG staff will be on-site as needed with at least one week advance notice from the CITY. Although OCWCOG reserves the right to determine and modify the delivery schedule for work to be performed, subject to CITY's approval, which shall not be unreasonably conditioned, delayed or withheld. There may be times OCWCOG staff will not be on-site but working remotely due to scheduling restrictions, however they will still complete the required work for the CITY as outlined herein.

E. OCWCOG shall track time spent on planning tasks. Work will only be completed at the explicit direction of Yachats city staff via email. OCWCOG will not monitor the city planning email address unless directed to do so. Time will be billed at an hourly rate with corresponding tasks to include a brief description of the work accomplished.

F. When work is required in person, travel time will be included and documented as part of the quarterly invoice.

SECTION 4. PROVISIONS

A. Contract Period: This agreement shall be effective upon signature of both parties and cover planning activities rendered beginning March 1, 2021 and shall terminate on June 30, 2023, unless this agreement is hereafter modified in writing.

   Upon execution of this agreement, the current IGA for planning services, between OCWCOG and the CITY, executed on, will be effectively terminated.

B. Payment: OCWCOG shall invoice CITY quarterly for actual hours worked at the OCWCOG hourly rate as shown in ATTACHMENT A, plus any direct expenses related including lodging, mileage, printing and GIS licensing as applicable. Rates will be assessed and may be updated annually.

C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, CITY shall compensate OCWCOG for all services provided through the date of termination.

D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.

E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

F. Indemnification: To the extent possible under the limits of the Oregon Tort Claims Act for local governments, CITY and OCWCOG shall hold each other harmless, indemnify and defend each other's officers, agents and employees from any and all liability, actions, claims, losses, damages or other costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the worked described in this agreement, except liability arising out of the sole negligence of either party or its employees. Such indemnification shall also cover claims brought against either party under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

G. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.

H. Personal Identifying Information: OCWCOG agrees to safeguard personal identifying information in compliance with Oregon Revised Statutes ORS 646A.600, the Oregon Consumer Theft Protection Act and the Fair and Accurate Credit Transaction Act Provisions of the Federal Fair Credit Reporting Act. In the event of any inadvertent disclosure or release of information protected by any of these provisions, OCWCOG shall immediately notify CITY and shall hold harmless, defend and indemnify CITY for any costs related to notification, mitigation or remediation required by the disclosure by CITY.

I. Waiver: Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.

J. Dispute Resolution: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between CITY and OCWCOG arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.

K. Workers Compensation: All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.

L. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

M. Amendments: Any amendment to this agreement shall be in writing and signed by authorized representatives of both parties. There are no understanding, agreements or representations, oral or written, regarding this agreement except as specified or referenced herein.

Signed:

_____	_____
Ryan Vogt, Executive Director Date	Shannon Beaucaire, City Manager Date
Oregon Cascades West Council of Governments	City of Yachats
1400 Queen Ave SE, Ste. 201	PO Box 345
Albany, OR 97322	Yachats, OR 97498

ATTACHMENT A

HOURLY RATES

OCWCOG's hourly rates as of March 1, 2021:

➢ Program Director	$125.00
➢ Transportation Manager	$100.00
➢ GIS Analyst (Planner II)	$100.00
➢ Planner	$ 90.00
➢ Assistant Planner	$ 85.00
➢ Executive Assistant	$ 80.00

The CITY understands that these rates may be changed by the OCWCOG Board during the terms of the agreement. OCWCOG and the CITY may agree to amend this agreement to incorporate new rates. The CITY reserves the right to terminate the agreement if a satisfactory rate adjustment cannot be agreed upon.

DATE: February 17, 2021

TO: Leslie Vaaler, Mayor
Yachats City Council

FROM: Shannon Beaucaire, City Manager

SUBJECT: Request for Proposal for Audit Services

Attached, please find a draft copy of the audit Request for Proposal (RFP). This RFP is asking for submissions beginning for the fiscal year FY22 (July 1, 2021 – June 30, 2022). The RFP has been reviewed by the City Attorney.

Proposed RFP Schedule:

1. Issuance of RFP by the City	February 19, 2021
2. Submission of proposals no later than 5 p.m.	March 26, 2021 (5 weeks)
3. Public opening of proposals at 9 a.m.	March 30, 2021
4. Demonstration, if required, completed	April 30, 2021 (4 weeks)
5. Evaluation completed	April 30, 2021
6. Contract negotiated and signed	May 11, 2021

Motion: I move to approve the RFP for Audit Services with the proposed schedule and proceed with the RFP process.

Alternatives:

Do not approve

Approve with modified schedule

REQUEST FOR PROPOSALS
FOR AUDIT SERVICES

Date

Contact Person: City Manager
(541) 547-3565

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Yachats (City) is City in Lincoln County, Oregon. The financial records of the City are organized into "funds" which relate to services performed by the City. The operation of each fund account group is documented by a separate set of self-balancing accounts which compromise the fund's assets, liabilities, revenues and expenditures (expenses).

The financial statements summarize these funds into governmental Fund Types and Proprietary Fund Types, as well as, the Urban Renewal Fund.

B. SCOPE

The CITY proposes to enter into a contract for audit services with an independent Certified Public Accounting Firm to audit the City and Urban Renewal District financial statements beginning fiscal year 2022 (July 1, 2021-June 30, 2022). The scope of work shall also include consultations by telephone throughout the year, as needed, for accounting and financial presentation related items. The duration of the contract will be for three years with the option of the City to renew for additional years. Under no circumstance shall the City contract for more than six years with the same auditor or with another auditor who employees the same staff as utilized by the previous auditor.

The audit of the City's financial statements shall be performed in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, the provisions of Oregon Revised Statutes, as specified in Oregon Administrative Rules 162-010-0000 through 162-010-0320 of the Minimum Standards for Audits of Oregon Municipal Corporations, as well as any other applicable audit

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guidelines needed for compliance and reporting, and perform tests necessary to provide the following opinions:

1. An opinion that the City's general purpose financial statements fairly represent City's financial condition and results of operations in accordance with Generally Accepted Accounting Principles (GAAP).
2. An opinion that individual grants were examined for accuracy and that the City has complied with material terms of federal and state grant contracts.
3. A study and evaluation of the internal control systems including applicable internal administration controls used in administering the City's federal financial assistance programs and report any material weaknesses.
4. An opinion regarding City's financial reports and their conformance to grantor accounting and reporting requirements.
5. Audit comments and disclosures required to municipal corporations under Oregon law.
6. Any other opinions needed for compliance and reporting.
7. As may be necessary, a management letter to City's City Council identifying weaknesses or breakdowns in internal controls that could cause a material misstatement of City's financial conditions, or that could unnecessarily expose City to risk or loss.
8. A management letter to the City Manager identifying any recommendations that may improve financial operations but are not included in the management letter to the City Council as necessary.
9. Recommendations about changes needed in the financial reporting system for the adoption of Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments.
10. Present audit to the City Council.

C. AUDIT SCHEDULE

This schedule shall be followed by the Contractor. Specific dates shall be confirmed with the City Manager during an audit planning meeting to take place no later than May 15 of each year.

Substantive testing	September 1
Deliver Audit Report with management letter	November 2
Deliver Summary of Revenues & Expenditures Report for Division of Audits	No later than December 31

D. CITY PROVIDED SERVICES

The City will prepare and make available to the Contractor on the first day of substantive testing a trial balance, reconciliations of all balance sheet accounts,

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reconciliations of all revenue accounts, and any other schedules specified by the Contractor by September 1.

The City will provide written descriptions of the accounting systems for cash receipts, cash disbursements, payroll, purchasing, grant record keeping and other systems as requested by the Contractor.

The City will make its staff available to assist in locating and copying documents and typing client representation letters and confirmation requests.

E. DESCRIPTION OF FINANCIAL SYSTEM

The City uses a computerized accounting system. Springbrook Software is used for general ledger, cash receipts, accounts payable, payroll and generation of financial statements.

The prior year audit and management letters are available upon request. The financial records are well organized with clear audit trails.

All accounting functions are performed by the Finance Department. This may include electronic fund transfers or direct deposits.

F. EVALUATION OF PROPOSALS

Award of the contract in the form attached will be made to the proposer whose proposal is, in the opinion of the City, in the best interest of the City, price and other factors considered. The City reserves the right to reject all proposals or to reject any proposal not in accordance with this solicitation. Submittal of a proposal indicates proposer's intent to be bound to the form contract attached. The City reserves the right to make changes and complete this contract in its sole discretion.

An evaluation committee will be responsible for initially reviewing the competing proposals, based upon the criteria set forth in this Request for Proposals. Selection may be made directly from the proposals submitted, or the City may conduct interviews with potential finalists. The committee will select the proposer determined to meet the best interest of the City, and the committee's recommendation will be forwarded to the City Manager, who will make the final recommendation for award to the City Council. The City Council shall make the final contract award determination.

Criteria includes:

- Suitability of the proposal for CITY's requirements
- Qualifications of key personnel assigned to the project

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- Substantiated performance capabilities and proven service to the proposer
- Experience with auditing other councils of governments or local units of governments
- Familiarity with federal and state requirements
- Cost of proposal

The City reserves the right to determine that any or all proposals are unacceptable.

The City may require one or more of the proposers to make an oral presentation.

II. PROPOSERS INSTRUCTIONS

A. RFP SCHEDULE

1.	Issuance of RFP by the City	TBD
2.	Submission of proposals no later than 5 p.m.	TBD
3.	Public opening of proposals at 9 a.m.	TBD
4.	Demonstration, if required, completed	TBD
5.	Evaluation completed	TBD
6.	Contract negotiated and signed	TBD

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B. PROPOSAL FORMAT

Proposal should be submitted on 8 ½" by 11" paper. Proposers should make the text brief and concise without sacrificing detail required for evaluation. The evaluators do not want to see promotional material unless it is directly relevant to the evaluation criteria. The proposal should include the following information:

Provide the name and location of the office from which work will be done.

Discuss the previous relationships between proposer and other public entities within the State of Oregon. Provide references that can be contacted by the City.

Discuss policies on notification of changes in key personnel.

Provide a management overview of its company, service, support, continuing education and other matters that it feels would be of benefit to the evaluation of the proposal.

Provide a resume of each person assigned to the project at the senior level or higher along with relevant management capabilities. Discuss the extent to which assigned personnel have previously worked together.

Describe how the proposer would conduct the audit, and how the proposer would approach the work efforts of the subsequent years. Provide a list of services that shall be provided and the specific areas that will be examined.

State if the proposer has (a) received a positive peer review within the last 3 years and (b) been the object of any disciplinary action during the last 3 years.

Adaptability and responsiveness to change orders and modifications should be discussed.

Provide a sample of an audited Consolidated Annual Financial Report previously produced.

Provide a sample of a management letter previously issued to a local unit of government.

Provide cost of Annual Report Preparation. (Use attached form)

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C. OWNERSHIP

All materials submitted by the proposer as part of the proposal will be considered the property of CITY and will not be required to be returned to the proposer.

SUBMISSION OF PROPOSAL

Submit three (3) copies of the proposal to:

Yachats City Manager
City of Yachats
PO Box 345
Yachats, OR 97498

All copies of the proposal and associated materials must be signed by a representative of the vendor duly authorized to sign such documents. Proposals must be sealed and clearly marked "Response to CITY Audit Services RFP".

D. SUPPLEMENTAL TO PROPOSALS

If the committee's evaluation of any proposal indicates minor noncompliance with or variance from the RFP, the City may, but need not, make written request to proposer for a supplement to the proposal. The requestor will attempt to identify the noncompliance or variance, may request additional information, and will establish a date by which a supplement to a proposal must be submitted. The proposer may submit a supplement to proposal responsive to the request within the time period established in the request. The City shall receive and evaluate the supplement in conjunction with the proposal. Any supplement to the proposal submitted under this paragraph, shall be deemed as an integral part of the proposal. Except as provided by the paragraph, proposals shall not be changed, modified, or withdrawn.

E. FORM OF AGREEMENT

The Agreement shall be a Professional Services Contract.

DRAFT

F. PROPOSER'S BID FOR ANNUAL REPORT PREPARATION

The City is requesting a separate bid on the preparation of the Annual Financial Report for the City and Urban Renewal District. The scope of this work would include summarizing funds by type and creating the financial statement formats and disclosures for the annual report. This would include all word processing and collating of the report. The Table of Contents is attached to help identify the volume of the report. This bid is to be submitted on an annual basis.

Year 1 $_____

Year 2 and thereafter $_____

Date_____Signature _____

Name (Please Type or Print) _____

Title _____

Firm _____

Telephone Number ( ) _____ Fax Number ( ) _____

DRAFT

City Council Goals 2021

Leslie's list from notes of goal setting meeting

1) Improve timeliness, relevance, quality, and effectiveness of city service delivery.
2) Prioritize and demonstrate environmental responsibility in actions and decisions.
3) Strengthen relationships with community.
4) Provide a safe environment.
5) Demonstrate financial responsibility.

After listening to the recording of the goal setting meeting the following changes were made. Goals 1-3 remain unchanged. Goals 4 and 5 were rewritten using language from the meeting.

1) Improve timeliness, relevance, quality, and effectiveness of city service delivery.
2) Prioritize and demonstrate environmental responsibility in actions and decisions.
3) Strengthen relationships with the community.
4) Protect and improve the health and safety for residents, businesses, and visitors.
5) Establish a stable and reliable financial system.

Goals Discussion 1/31/2021

The role of council goals should be to guide commissions and staff in their execution of city duties.

Improve the timeliness, quality, relevance and effectiveness of city service delivery.

- Survey the community about perceptions & experiences with city services for the next two years
- Develop standards for service & methods to assess their effectiveness
- Develop tools to assist providing services and measuring results & effectiveness

Demonstrate environmental responsibility in decisions and actions.

- Identify potential environmental issues that may impact our community
- Review city plans for potential environmental issues
- Encourage staff and commissions to act on opportunities that positively impact our planet

Improve citizen communications and involvement.

- Seek public comment before projects are initiated
- Make the yearly capital project list more visible
- Use Yachats Property Inventory for targeted e-mail to streets, neighborhoods, subdivisions, etc.
- Update Comprehensive Plan survey questions
- Develop methods to reach a greater percentage of our community

Strengthen relationships with the community (combine with improve communication)

- Demonstrate commitment to community input by using Comp Plan survey to guide decisions
- Improve institutional memory to ensure consistency in decision making

Provide a safe environment.

- Implement improvements in water supply and retention
- Add appropriate street signage where needed
- Consider traffic calming improvements in residential neighborhoods
- Identify improvements to manage storm water flow
- Monitoring and Completion of Oceanview Drive
- Improve skatepark ramp safety

Demonstrate financial sustainability and sound business practices.

- Improve financial reporting - monthly reports that are easy to understand
- Improve community access to financial data
- Bring accounting in-house
- Add a finance officer to staff
- Add financial expertise to Finance Committee

- Clarify the role of the Finance Committee
- Tap volunteer financial strength in the community

Prepared by: Greg Scott and Mary Ellen O'Shaughnessey

Work on goals for Feb 17 packet: Councilor Stott and Mayor Vaaler

. 1) Improve timeliness, relevance, quality, and effectiveness of city service delivery.

a. Consider the role of the city administrator as well as those of other personnel positions, making sure they match Yachats' needs. Address with suitable actions.

b. Match code enforcement delivery, written code, and citizen's needs

c. Monitor vacation rental license enforcement and tax collection

. 2) Prioritize and demonstrate environmental responsibility in all actions and decisions.

a. Prioritize water sustainability: plan for water storage and protection of watershed

b. Protect trees and forested areas with an eye to terrain stability, views, air quality, and more.

c. Protect bluff along Ocean view drive

. 3) Strengthen relationships with community.

a. Provide opportunities to listen to citizens; host community open forums to seek input and guidance from the community

b. Develop a 2035 vision plan

c. Take steps to preserve the character of our community

d. Advertise and sponsor modest cost events/activities that brighten the lives of citizens

e. Develop good communication with businesses and chambers.

. 4) Provide a safe environment.

a. Prioritize water sustainability: plan for water storage and protection of watershed

b. Adopt and enforce appropriate pandemic measures to protect our citizens

c. Make the 804 South trail safe for pedestrians (with enhancements that encourage walking)

d. Make intersections safer by signage, cones, or other modifications

e. Determine alternate egress routes and educate citizens about them

f. Ensure parks are safe for users of all ages

. 5) Demonstrate Financial Responsibility.

a. Practice longterm planning, making choices that allow city to build up reserves; rethink the finance committee to provide superb CIP guidance.

Yachats Public Library

Operations, Governance and Facilities Needs Assessment

December 10, 2020

Introduction

The Yachats Public Library is an essential educational, informational and cultural asset to the Yachats community, offering modern technology as well as traditional library services. Run entirely by volunteers, the library is well loved and well used but lacks the adequate space for the library collection, seating, programming and youth services. These limitations restrict the library's ability to fully serve the Yachats community. Recent financial bequests to the library began a discussion about how to potentially improve the library, which led to an interest in looking at the library needs more holistically.

In response, the City of Yachats hired library consultant Penny Hummel in the Spring of 2020 to conduct a facilities, operations and governance assessment of the Yachats Public Library. Although this project was postponed due to COVID-19, work commenced in August 2020. On August 6, 2020 Penny conducted a kick-off meeting with current and former members of the Yachats Library Commission (Nikki Carlson, David Rivinus and Marion Godfrey), where the following project goals were confirmed:

- To better determine the library's current needs, including reviewing its model of governance and honing its relationship with the library district and other libraries and organizations.
- To address future needs, particularly in light of a planned remodel/expansion of the building.
- To streamline operations and practices, making them more effective.

Following the kick-off meeting, Penny met with the library's current volunteer librarians (Rose Valentine, Dianne Allen and Jane Shay), key city staff (City Manager Shannon Beaucaire and Community Services Coordinator Heather Hoen) and the Friends of the Library board (Sandy Dunn, Sue May, Nancy Lamvik and Maggie Marshall).

Additional information gathering was conducted in September and into the fall. On September 24, Penny facilitated two community meetings, which attracted 12 participants, and on September 25, she facilitated a meeting with 13 library volunteers. She also conducted interviews with several additional community leaders, including Janet Hickam, (former lead librarian), Alice Beck (Yachats Youth and Family Activities Program), John Purcell (Yachats Commons and Parks Commission) and Jacqueline Danos (Yachats Planning Commission). From September 4 – October 31, 2020, the library conducted a community wide-survey, which attracted 156 responses.

In this assessment, analysis of the Yachats Public Library's facilities, operations and governance has been approached from several angles:

- *Community input,* from conversations, meetings, e-mails and the results of the library survey. (Full survey results are included in the appendix.)
- *Local library data* from the Yachats Public Library and the Friends of the Yachats Public Library.
- *Demographic data* from the U.S. Census (as found on Census Reporter) and other sources.
- *Benchmarking with six other comparable Oregon libraries.* Statistics utilized were gathered by the Oregon State Library for fiscal year 2018-19 and reflect normal operations during pre-COVID-19 times.
- *Oregon library statutes and administrative rules*, administered by the State Library of Oregon.
- *The Oregon Library Association's Public Library Standards*, focusing on the services and practices the OLA standards deem as essential vs. the two higher levels (enhanced and exemplary).
- *Best practices in public librarianship* as detailed by other authoritative sources.

Others consulted for this project include: Buzzy Nielsen, Ross Fuqua, Greta Bergquist and Darcy Hanning (State Library of Oregon), MaryKay Dahlgreen and Jane Cothron (Lincoln County Library District), Michael Grutchfield (Oregon Digital Library Consortium), Sue Bennett (Waldport Public Library), Glenn McEowen (Library Concepts) and Amy Southwell (Lincoln County). A list of works consulted for this assessment is included at the end of this document.

Summary of Major Recommendations

This assessment includes many recommendations of varying degrees of complexity and impact. Below are its primary and most critical recommendations:

- Develop a consortium partnership with the Lincoln County Library District, which would include:
    - sharing books and other physical library materials with the seven other libraries in the Chinook Library Network;
    - adding downloadable books and audiobooks to the library's collection;
    - improving the library's collection and patron records with a more robust ILS (integrated library system) to better serve the community.
- Explore the viability of annexation to the Lincoln County Library District, which would increase tax support for the library's operating expenses, as well as offer all the benefits noted above.
- As an interim step prior to establishing a formal relationship to the Lincoln County Library District, consider offering downloadable books and audiobooks through direct membership in the Oregon Digital Library Consortium/Library2Go.
- Hire a library director to comply with new state requirements for all legally recognized public libraries in Oregon and to better support the work of library volunteers.
- Develop bylaws that state the specific powers and areas of oversight granted to the Library Commission by the City Council.
- Develop a Memorandum of Agreement between the City of Yachats and the Friends of the Library to clarify respective roles in overlapping areas (specifically: fundraising and public awareness).
- Develop and implement library policies in several key areas, including intellectual freedom, patron behavior, collection management and use of the internet.
- Improve the library's website so that it includes all the necessary components to be useable and informative to the community.
- Renovate or rebuild the library facility to increase seating, computers and meeting room capacity, improve staff/volunteer workspaces, and make the library ADA (Americans with Disabilities Act) accessible. The estimated needed square footage to meet these needs is 3,756, representing an increase of 1,380 square feet over the current space.

The Yachats Community

Description

Known as the "Gem of the Oregon Coast," Yachats is the smallest city in Lincoln County and had an estimated 2019 population of 760 according to the Population Research Center of Portland State University. Tourism forms the backbone of the local economy, but the majority of permanent residents are retirees who come to Yachats for its beautiful beaches, generally progressive vibe and warm, small town feeling. Over 8,000 people follow the "Yachats Friends" Facebook page, a testament to the community's special place in the hearts of both residents and visitors.

For many years, Yachats residents have been active and engaged volunteers, supporting not only the library but many other local assets. Their contributions have made Yachats into the cherished community that it is. During the assessment process, numerous Yachats residents expressed a great love for their home while at the same time also feeling challenged by living in a small town with many strong personalities and competing interests. As one resident said, "If you talk to people who live here…there's the way the rest of the world works, and then there's the Yachats way."

Demographics

Age/Veteran Status

Like many small Oregon beach towns, Yachats attracts a large number of retirees. That said, variations exist with respect to the mix of retirees from community to community. U.S. Census data indicates that an unusually high percentage of Yachats residents are aged 70 – 79 when compared to nearby Florence and Waldport, as well as Lincoln County. At the same time, compared to the same population areas, Yachats has a low percentage of residents with veteran status: less than a third of Waldport, half that of Florence and Lincoln County, but comparable to Oregon and the U.S. (In all geographic areas indicated below, the majority of these veterans served in Vietnam.)

	Yachats	Florence	Waldport	Lincoln County	Oregon	U.S.
Median Age	**59.6**	60.3	53.9	51.3	39.2	37.9
Aged 60 and over	**48%**	51%	40%	37%	24%	21%
60 – 69	**18%**	22%	27%	20%	13%	11%
70 – 79	**22%**	17%	10%	11%	7%	6%
80+	**8%**	12%	3%	5%	4%	4%
Veteran Status	**7%**	17%	24%	14%	9%	8%

With respect to the percentage of residents aged 19 and under, Yachats most closely resembles Florence. Beyond that similarity, Yachats has an exceptionally small percentage of adults aged 20 – 29 compared to all other population areas. Interestingly, Yachats also has a much higher percentage of adults aged 30 – 39 than can be found in Florence, Waldport or Lincoln County.

	Yachats	Florence	Waldport	Lincoln County	Oregon	U.S.
0 – 9	**6%**	7%	10%	10%	12%	12%
10 - 19	**7%**	7%	8%	9%	12%	13%
19 and under	**13%**	14%	18%	19%	24%	25%
20 – 29	**1%**	9%	10%	9%	14%	14%
30 – 39	**15%**	8%	6%	10%	14%	13%
40 – 49	**6%**	7%	9%	11%	13%	13%
50 – 59	**16%**	12%	17%	15%	13%	13%

Race/Ethnicity/Language

According to US Census (American Community Survey) data, the vast majority of Yachats residents are white. Almost 20% of Yachats residents identify as "some other race," which in Yachats' case, appears to correlate with Hispanic/Latino identification and speaking Spanish at home. As the table below indicates, about two/thirds of this population are under aged 17.

	Yachats	Florence	Waldport	Lincoln County	Oregon	U.S.
White alone	**78%**	92%	97%	88%	84%	73%
Black or African American alone	**0%**	0.1%	0%	1%	2%	13%
Am. Indian and Alaska Native alone	**0%**	1%	0%	3%	1%	1%
Asian Alone	**0%**	2%	0%	1%	4%	5%
Native Hawaiian and Other Pacific Islander alone	**0.4%**	0.2%	0%	0.2%	0.4%	0.2%
Some other race alone	**20%**	2%	0%	2%	3%	5%
Two or more races	**2%**	3%	3%	5%	5%	3%
Residents who are Hispanic or Latino	**20%**	4%	8%	9%	13%	18%
Spanish speakers in relationship to total population	**19%**	2%	2%	5%	9%	13%
• 5 – 17	**11%**	0.1%	0%	2%	2%	3%
• 18 - 64	**6%**	2%	1%	3%	6%	9%
• 65 and older	**2%**	0.3%	2%	0.3%	1%	1%

Disability

Yachats has a lower percentage of younger disabled residents than other nearby areas (undoubtedly due to its relatively low percentage of younger residents overall) but a fairly high percentage of disabled residents aged 65 and over—almost triple that of Oregon as a whole.

	Yachats	Florence	Waldport	Lincoln County	Oregon	U.S.
18 – 64 with a disability	**5%**	11%	14%	10%	8%	6%
65 years and older with a disability	**16%**	19%	13%	11%	6%	5%

Educational Attainment

Relative to other nearby communities on the Oregon Coast, a significantly higher percentage of Yachats residents have a bachelor's degree or higher, and the percentage of residents with graduate degrees is more than double that of Florence or Waldport.

	Yachats	Florence	Waldport	Lincoln County	Oregon	U.S.
No degree	**12%**	10%	6%	9%	10%	12%
High School	**15%**	28%	27%	28%	23%	27%
Some college	**34%**	39%	49%	39%	35%	29%
Bachelor's	**21%**	15%	10%	14%	21%	19%
Post Grad	**19%**	8%	8%	10%	12%	12%
BA or higher	**39%**	23%	17%	24%	33%	31%

Computers and Internet Use

The percentage of Yachats residents who have a computer at home is comparable to that of Lincoln County and the U.S. That said, a lower percentage of residents in Yachats, Florence and Waldport have broadband internet at home than are found in the larger geographic areas also captured here. This is perhaps connected to limited local access to high speed internet.

	Yachats	Florence	Waldport	Lincoln County	Oregon	U.S.
Households with a computer at home	**88%**	85%	92%	88%	92%	89%
Households with broadband internet subscription	**73%**	77%	76%	79%	84%	80%

Income and Poverty

Median household income in Yachats is higher than in Florence, Waldport or Lincoln County but lower than Oregon and the U.S. A relatively low percentage of Yachats residents (in all age groups) live below the poverty line in comparison to all other geographic areas in this study. When compared to other smaller Oregon beach towns, Yachats' 7% percent of residents below the poverty line is lower than Cannon Beach (16%) and Gold Beach (18%), comparable to Neskowin and Warrenton (8% and 6% respectively) and higher than Manzanita (2%).

	Yachats	Florence	Waldport	Lincoln County	Oregon	U.S.
Median household income	**$49,293**	$40,833	$46,367	$46,061	$59,393	$60,293
Total population below poverty line	**7%**	18%	15%	17%	14%	12%
65 + below the poverty line	**2%**	8%	13%	7%	8%	9%
Under 18 below the poverty line	**7%**	39%	20%	26%	18%	17%

Yachats youth are a relatively small percentage (13%) of the population and comparatively advantaged: only 7% of that young population lives below the poverty line, a much lower percentage than either Waldport or Florence. However, children in Lincoln County face many challenges. According to Children First for Oregon, compared to students in the other 36 Oregon counties, Lincoln County's children tend to rank low: 33rd in early education enrollment (pre-school), 34th in 8th grade math proficiency, 35th in child food insecurity, and 36th (last) in percentage of homeless students.

It should also be noted that the relatively high cost of housing in Yachats has a significant financial impact on its residents of all age groups. The recently published Lincoln County Housing Strategic Plan reports that the 2017 median property value in Yachats is $355,100, almost $50,000 higher than the nearest median property value elsewhere in Lincoln County (Depoe Bay). The study also reports that median gross rent in Yachats is 51% of median renter income—the highest percentage of any city in Lincoln County. Moreover, 63% of renting households in Yachats can be considered "rent burdened," defined as spending 30% or more of income on rent, while 41% can be considered "extremely rent burdened," spending 50% or more of income on rent. For working adults, families and others who do not have a comfortable retirement nest egg, Yachats can be a challenging place to make ends meet.

In this context, the Yachats Public Library functions as an essential informational, educational and cultural hub, providing a variety of services that fill community gaps including books and other materials, internet access and programming.

Looking Ahead

To estimate a service population for 2040 (a twenty year planning window), this assessment utilizes data from the Coordinated Population Forecast for Lincoln County prepared by the Population Research Center at Portland State University in 2017. This forecast estimated the population within the Yachats UGB (Urban Growth Boundary) to be 797 in 2020 and forecasts that it will increase to 1,061 by 2040.

General Library Characteristics

The origins of the Yachats Public Library are found in 1930, when the Yachats Ladies Club started a lending library that they operated until 1955. At some point later in time, the next iteration of the library opened at the Yachats Elementary School (now The Commons). In 1973, the library moved to its current location on Seventh Street, into a 2,376 square foot building that had been built specifically as a library by local volunteers and students. That same year, the City Council legally established the Yachats Public Library. The library has

always operated with an all-volunteer staff, and is in fact the only legally recognized public library in Oregon with that distinction.

As noted earlier, this assessment compares the Yachats Public Library with six other Oregon libraries that serve similarly sized populations at one location and have comparable annual expenditures as of 2018-19. Four of the benchmarked libraries (Adams, Arlington, Ione and Weston) are in Eastern Oregon, one (Scio) is in Linn County and one (Dora) is in Coos County.

	Population served	Hours open weekly	Annual visits	Registered borrowers	Newly registered borrowers this year
Adams Public Library	536	20	2,548	236	16
Arlington Public Library	610	26	2,932	332	27
Yachats Public Library	**745**	**30**	**n.c.**	**2,275**	**171**
Ione Library District	815	24	2,028	349	29
Scio Public Library	920	37	5,310	833	141
Dora Public Library	935	26	8,076	n.c.	n.c.
Weston Public Library	979	35	3,677	347	27

Weekly open (pre-pandemic) hours range from 20 to 37 hours a week, with Yachats Public Library in the middle at 30 hours a week. Under normal circumstances, the library is open noon – 4 pm Mondays and Fridays, noon – 5 pm Tuesdays and Thursdays, noon – 6 pm Wednesdays and 10 am – 4 pm Saturdays. While the survey did not include a question about library hours, two respondents commented about them, one requesting earlier hours and the other requesting increased and later hours.

Although Yachats Public Library is the only one of the seven that does not track visitors, the other six libraries report between 2,000 – 8,000 visitors annually. Given that a portion of library funding comes from city's Visitor Amenities Fund, the Yachats Public Library may want to install a door counter to capture visitor data.

The Yachats Public Library has significantly more registered borrowers than the other six libraries. Most likely, this reflects the fact that YPL does not restrict library card access to those who live permanently within its service area. It also may reflect the length of time since the library last purged inactive cardholders from its records.

Budget

Of the seven libraries under study, Yachats ranks the lowest in both expenditures and revenue, clearly due to its unique lack of staff costs.

	Total Revenues	Total Expenditures	Total Collection Expenditures	Total Staff Expenditures
Adams Public Library	$34,500	$42,611	$3,000	$31,900
Arlington Public Library	$53,981	$51,163	$3,318	$31,987
Yachats Public Library	**$30,400**	**$32,550**	**$11,000**	**$0**
Ione Library District	$60,852	$46,898	$6,449	$24,788
Scio Public Library	$72,594	$65,150	$5,027	$56,980
Dora Public Library	$59,731	$61,590	$10,889	$39,544
Weston Public Library	$74,568	$69,938	$3,181	$62,869

With respect to investment in collections, the libraries in Yachats and Dora make a significantly higher annual investment in their collection than do the other six libraries—more than triple that of Adams, Arlington and Weston, and close to double that of Scio and Ione. The library's current 2020-21 budget allocates $13,500 for collections and programs.

Collections

Circulation

With respect to library circulation—the number of materials that are checked out or renewed each year—the Yachats Public Library is truly outstanding in comparison to the six other libraries. In 2018 – 19, Yachats Public Library patrons checked out or renewed the equivalent of over 13 items for every man, woman and child in the library's service area. This is even higher than the 12 items circulated per capita reported by the nearby Waldport Public Library, which is high relative to its own peer libraries.

Yachats' high circulation is particularly remarkable since it is a standalone library (i.e., not a member of a consortium whose members share materials) and it does not offer downloadable e-books and audiobooks.

	Circulation of physical items	Circulation of electronic resources	Total circulation	Circulation per capita
Adams Public Library	1,088	190	1,278	2.38
Arlington Public Library	2,409	245	2,654	4.35
Yachats Public Library	**9,724**	**0**	**9,724**	**13.05**
Ione Library District	2,102	619	2,721	3.33
Scio Public Library	6,142	1,562	7,704	8.37
Dora Public Library	6,033	400	6,433	6.88
Weston Public Library	3,440	592	4,032	4.11

Holdings

Consistent with the greater financial investment the Yachats and Dora libraries make in their collections, their physical collections (print materials and media) are the largest. However, the Yachats collection is dwarfed in comparison to the tother six in two important respects.

	Physical items	E-books	Downloadable audiobooks	Total physical & download-able items	Total consortium holdings
Adams Public Library	4,428	48,438	27,802	80,668	1,700,000 (Sage)
Arlington Public Library	10,198	48,438	27,802	86,438	1,700,000 (Sage)
Yachats Public Library	**15,602**	**0**	**0**	**15,602**	**15,602 (None)**
Ione Library District	4,302	47,875	31,816	83,993	1,700,000 (Sage)
Scio Public Library	11,885	48,438	27,802	88,125	328,000 (Linn)
Dora Public Library	15,880	49,338	27,939	93,217	600,000 (Coastline)
Weston Public Library	10,594	47,875	31,816	90,285	1,700,000 (Sage)

First, the other six libraries are all members of Library2Go, a statewide consortium that offers downloadable e-books and audiobooks. Typically, Library2Go provides all or almost all the downloadable materials that small libraries in Oregon with limited resources provide to their patrons. For the other six libraries, this increases their holdings to over 80,000 items.

Second, the Yachats Public Library is the only one of the seven libraries under study that is not part of a larger library consortium that shares print and other physical materials, an online catalog and courier services. The benefits of such an affiliation, particularly in

relationship with the Lincoln County Library District, are discussed below but as the table above shows, the addition of downloadable consortium materials significantly increases the size and depth of materials available to cardholders at the six comparable libraries.

Overall, respondents to the assessment survey indicated that improving the library's collection was their highest priority. 70% indicated that they felt it was "important" or "very important" for the library to have a larger collection, as well as to have access to the collections of other libraries via a shared catalog. 58% indicated that it was "very important" to have access to downloadable e-books and audiobooks. Survey comments relating to the collection included the following requests:

- *Connections with other libraries and ability to access their catalogs.*
- *Online ability to get audiobooks free via library card.*
- *The ability to do online and in-person research and not having to hit paywalls. If there is a way to find out about library access or to join with other libraries to offer this ability.*
- *Update to digital.*
- *My hometown uses LIBBY [app for downloadable books and audiobooks].*
- *The larger collection of books is most important to me.*
- *I don't use the library much because it doesn't have books I'm interested in.*
- *I would love online lending like Newport library does! I would use Yachats library a lot more with online lending.*
- *Access to eBooks and library loans should be essential.*
- *We need more books! And a shared catalog with other libraries.*

Survey respondents and meeting participants (volunteers and community members) also prioritized or requested improvements to diverse areas of the collection, including:

- Fiction: Science fiction
- Nonfiction: biography, local indigenous tribes, history, metaphysics, medicinal plants, local history and culture, nature
- Media: DVDs, Audiobooks
- Large print, graphic novels
- Children's books
- COVID-19 scanners and supplies

The broad range of these requests reinforces the value of giving local library patrons access to the collections of other libraries through consortium lending. In addition, two comments requested that the library combine all genres of fiction vs shelving some (the largest being mysteries) separately. From an assessment perspective, there are advantages and

disadvantages of each approach; what libraries use is often a matter of preference and precedent.

Downloadable E-books and Audiobooks

As noted above, most public libraries in Oregon provide downloadable e-books and audiobooks through a statewide service called Library2Go (https://library2go.overdrive.com/). Library 2Go is managed by an organization called the Oregon Digital Library Consortium (ODLC), which contracts for these resources with a vendor called Overdrive. Management of Library2Go's shared collection of 75,000 items is handled at the consortium level, so its members do not select or weed individual items from the collection.

Libraries can either join Library2Go independently or through the consortiums with which they also share physical materials. It is much more economical to join through a consortium. According to the Oregon Digital Library Consortium, the cost to the Yachats Public Library to join Library2Go independently (excluding any startup costs) would be approximately $4,000/year. If joined through the Lincoln County Library District (options to do so are discussed below), the cost would be closer to $1,000/year. That said, if there is strong interest in offering downloadable materials as soon as possible, the library may want to consider joining Library2Go independently as an interim step.

Resource Sharing Opportunities within Lincoln County

The library landscape in Lincoln County is complex, involving public libraries that intersect in inconsistent ways. Below is an explanation of these relationships, the resulting impact on Yachats area residents with respect to access to library materials, and potential opportunities to bring the Yachats Public Library into parity with other similar libraries in Oregon with respect to 21st century access to materials.

Established by the Lincoln County Board of Commissioners in 1988, the Lincoln County Library District (LCLD) was approved by voters in 1991 to provide public library service to residents of the unincorporated areas of Lincoln County as well as Depoe Bay. The LCLD's permanent rate is $0.2465 per $1,000 of assessed property value. Since 2004, a local option serial tax levy at nine cents per $1,000 of assessed value has also been periodically approved by voters. This total rate of 33 cents per $1,000 of assessed value is collected from all Lincoln County taxpayers except those who live within the city limits of Lincoln City, Newport, Toledo and Yachats.

Revenues from the library district support systemwide administrative functions and the city libraries of Lincoln City, Newport, Siletz, Toledo and Waldport, which in turn provide bricks

and mortar libraries for use by residents of unincorporated areas of the county. When the district was established, the City of Yachats did not choose to join and so residents of the City of Yachats do not pay taxes to support it. Therefore, as of late 2020, the Lincoln County Library District essentially supports library services for all residents of Lincoln County except those living within the Yachats city limits.

That said, all the Lincoln County libraries that are involved with the Lincoln County Library District do not share the same ILS (Integrated Library System), the software that maintains patron records, collection data and an online catalog. The public libraries in Newport and Lincoln City partner with the Tillamook County Library system to the north in a separate consortium called Oceanbooks. The other LCLD-funded public libraries (Siletz, Toledo and Waldport) partner with three coastal community colleges to offer their 142,000 holdings through an LCLD-administered consortium called the Chinook Library Network. Beyond shared print and other physical holdings, the Chinook Library Network catalog also includes access to downloadable e-books and audiobooks purchased by the Lincoln County Library District as part of the statewide Library2Go program.

Residents within the Yachats city limits are the only Lincoln County residents who have no relationship to the LCLD, either through paying taxes to support it, or by living in a city that provides access to residents of the LCLD in exchange for getting district support. The Yachats City Library also is the only public library in Lincoln County that is not part of a consortium with a shared catalog and accompanying opportunity to share resources.

What does all of this mean for Yachats area residents and their access to library services? The answer is different depending upon where you live. Access to the nearby Waldport Public Library will be used as an illustrative example.

People who live in the Yachats area but who live <u>outside</u> the city limits:

- Can get a Waldport Public Library card with full privileges at no cost, since they pay taxes to the Lincoln County Library District.

People who live <u>within</u> the city limits of Yachats:

- Do not pay taxes to support the Lincoln County Library District and thus do not have access to its services for free. They can pay for a Waldport Public Library card with full privileges for a year ($45) or a month ($5). (Out of district fees to access a card from the Siuslaw Public Library District in Florence are similar.)
- If they have a Yachats Public Library card (or a card from another participating library), they can get a permanent but limited Waldport Public Library Passport card

under the aegis of the statewide Oregon Library Passport Program, which provides limited reciprocal services for public libraries across the state. This allows them to check out up to 10 physical items at a time, but does not provide access to the holdings of other libraries in the Chinook Network catalog, nor provide access to Library2Go downloadable e-books or audiobooks.

According to current records at the Waldport Public Library, there are currently 80 Yachats residents with free (and limited) Passport cards, and only four who pay the annual fee for full access. Given that the population of Yachats is under 800 people, the fact that over 10% of its total population is actively using the Waldport Public Library suggests there is significant interest in having access to an expanded collection. This underscores the collection-related survey results and comments that are discussed above, and is supported by one additional comment: "[I] would like to see the Yachats library join the network with other libraries. I use other libraries all the time but because Yachats refuses to join it costs me $45/year to use them."

Possible Relationships with the Lincoln County Library District

One of the prescribed goals of this needs assessment is to assist the Yachats Public Library in "honing its relationship with the library district and other libraries and organizations." Based on discussions with LCLD director MaryKay Dahlgreen, what follows is information about possible routes to building a closer relationship with the library district. With all of these options, it is important to underscore that the LCLD itself is in the process of fine-tuning its internal operations and relationships with affiliated libraries, so some things are in flux. That said, on behalf of her governing board, Dahlgreen has expressed strong interest in opening dialogue with Yachats leadership about possible ways to incorporate the Yachats Public Library into countywide library services.

Option A. Joining the Lincoln County Library District

Simply put, in order to annex into the Lincoln County Library District, Yachats city residents would need to vote to tax themselves at the district rate (33 cents per $1,000 of assessed value). The reasons why Yachats did not join the district in 1991 are a matter of history; what is definitely true is that things are quite different than they were then. Card catalogs were still in active use in many public libraries and the opportunity for different libraries to share resources through a computer/catalog was less than a decade old. So, one of the primary reasons to join the district today—to have easy access to the resources of other libraries—was not as much at play in 1991 as it is today. The most obvious benefit to Yachats joining the library district is that this action would result in an additional stream of operating support for its library.

While it is beyond the scope of this assessment to judge whether there is the political will in Yachats to annex into the library district, it is should be noted that the most recent election results for the Lincoln County Library District's local option serial tax levy suggest strong potential for local support. In November 2019, the local option levy passed handily with over 73% approval countywide. While several precincts significantly exceeded that approval rate including Waldport, Bayview and Alsea (78 - 79%), the highest level of support for the library levy came from residents of an unincorporated area with no nearby library that is supported by it: the Yachats precinct, where 83% of voters gave it their blessing. This overwhelming support of the library levy (which does not even benefit their local library) is a positive sign.

Members of the Library district receive annual operational revenue, and are charged for their portion of the cost of services purchased by the district for all member libraries. For the City of Yachats, the benefits of joining the library district include the following:

- **$50,000 - $75,000 in annual operational revenue.** Currently, the LCLD distributes district revenue based on a formula that factors in circulation and annual library expenditures. While this may be evolving to a greater emphasis on population served (based on census data), the LCLD's leadership estimates that $50,000 - $75,000 is a reasonable ballpark for Yachats Public Library.
- **A robust ILS (Integrated Library System).** LCLD utilizes open source Koha ILS (popular with public libraries all over the US), and contracts with ByWater Solutions for ongoing support. As a result, the collection of the Yachats Public Library would be incorporated into the 142,000 other items in the Chinook Library Network catalog at https://tinyurl.com/y397plfo
- **Ongoing cataloging support.** The LCLD's professional cataloger would contribute time and expertise to merge YPL collection data with the Chinook Library Network.
- **Downloadable e-books and audiobooks.** LCLD offers membership in the statewide consortium Library2Go, which in turn offers a shared collection of over 75,000 downloadable e-books and audiobooks.
- **Online databases** purchased on behalf of the LCLD for its members. These augment the 24 databases provided by the Oregon State Library that LCLD already offers. As of late 2020, these include Mango (language learning), HeritageQuest (genealogy) and PolicyMap (community data).
- **Courier service** with other LCLD libraries to share materials.

Option B: Joining the Chinook Library Network (but not the Lincoln County Library District)

As described above, the Chinook Library Network is the online face of the Lincoln County Library District. It includes the 142,000 holdings of three LCLD member libraries (Waldport, Siletz and Toledo) and three coastal community college libraries (Clatsop Community College, Tillamook Bay Community College and Oregon Coast Community College). Given that passing a funding measure/annexing to the district may take time or not be desirable, Yachats city and library leadership may want to consider an alternative or interim step, which would be to simply join the Chinook Library Network in the same way that its three member community college libraries have. Under this scenario, YPL would pay the LCLD for courier service, technical support for cataloging, and its portion of the following shared services:

- **ILS (Integrated Library System).** The Koha ILS, with support by vendor ByWater Solutions would provide much stronger support to the YPL collection than the current ILS. (This issue is discussed in further detail below under in the technology section.)
- **Online databases** purchased on behalf of the LCLD for its members, which would augment the 24 databases provided by the Oregon State Library that LCLD already offers. As of late 2020, these include Mango (language learning), HeritageQuest (genealogy) and PolicyMap (community data).
- **Opportunity to join Library2Go and offer downloadable resources more economically.** The statewide service Library2Go offers a shared collection of over 75,000 downloadable e-books and audiobooks. As noted above, the cost of joining the Oregon Digital Library Consortium and offering Library2Go is around $1,000 through the Lincoln County Library District, vs. $4,000 independently.

The details shared above should be considered just a starting point for a future discussion about a possible future relationship between the Yachats Public Library and the Lincoln County Library District. Should either of these options move forward, the City of Yachats would need to develop an intergovernmental agreement with the district and the other participating city governments to clarify details.

That said, it is worth noting that the LCLD board has recently adopted the following relevant draft vision statement: "We envision collaboration and innovative library services that connect <u>all</u> residents of Lincoln County." (Emphasis mine). Given that the City of Yachats is the one missing piece needed to achieve this countywide vision, now may be a particularly opportune time to open dialogue about potential collaboration. In any case, the Lincoln County Library District would welcome a closer ongoing relationship with the Yachats Public Library, even if it remains independent. LCLD Director MaryKay Dahlgreen invites Yachats

librarians to join the directors of other Lincoln County public libraries for their regular Zoom meetings, which are held weekly at 11:30 on Tuesdays.

Volunteers and Staff

Volunteers

The level of volunteer engagement at the Yachats Public Library is truly outstanding. With 2,900 hours reported in 2018-19, volunteer commitment to the Yachats library is comparable to the hours reported by public libraries serving communities with populations many times larger. The smallest of these communities is Stayton, which has ten times the population of Yachats; the largest is Happy Valley, whose library serves almost 60,000 people.

	Total number of volunteers	Total volunteer hours	Value of Oregon 2019 volunteer hours @$26.39/hr.
Adams Public Library	36	39	$1,029
Arlington Public Library	16	145	$3,827
Yachats Public Library	**26**	**2,900**	**$76,531**
Ione Library District	9	49	$1,293
Scio Public Library	23	451	$11,902
Dora Public Library	14	272	$7,178
Weston Public Library	5	20	$528

With an estimated worth of $26.39/hour by the national organization Independent Sector, which tracks volunteer statistics state by state, the total value of the library's volunteer hours is an astounding $76,531. (Note that this figure does not include the efforts of the Friends of the Library.)

Under normal (non-COVID) circumstances, the library is open 30 hours a week thanks to its 26 volunteers. These community members—mostly older adults--are trained in basic circulation, cataloging and patron assistance. Some are responsible for regular 2.5 – 3 hour shifts; others fill in as substitutes. Two volunteers are on duty at all times, and this is best practice with respect to paid staff at small libraries. According to one volunteer: "Everyone tries to support both the program and each other. It is a joy to volunteer in this environment…our relationship with each other is based on respect, camaraderie and our shared love of reading, libraries and our patrons." Another noted: "It's such a happy place to be; I just love that little library."

At the same time, volunteers understandably vary with respect to knowledge and commitment on various levels."Library volunteers are expected to use the procedures set out in this document," notes the library's draft Policies and Procedures Manual, which provides detailed guidance. "Your improvisation may lead to significant, possibly even disastrous consequences." Some volunteers find that the physical work of shelving and processing books becomes difficult as they get older; others experience the library's periodic computer upgrades to be challenging.

The volunteers known as *librarians* play a leadership role in running the library. For several years, there were two volunteer librarians in place at the library, but both retired from these roles in late 2019. At that time, they appointed three successors, who have been on the job since then. Two of the current librarians share general oversight of the library (including the other volunteers) while the third focuses on youth services.

The current volunteer librarians came on board at a time of flux. The library's current ILS (Integrated Library System, which includes the library catalog, as well as collections and patron records) was installed in early 2020, and the city changed IT vendors at approximately the same time. Then, COVID-19 arrived, and the library closed. The librarians are still in the process of becoming fluent in their respective roles, have worked diligently to meet the challenges of 2020 and should be highly lauded for their efforts in keeping the library afloat during an unprecedented time. Nonetheless, the issues surrounding COVID-19 shed light on the question of whether running an all-volunteer library is appropriate, and/or makes the best use of volunteer capacity and interests.

In March 2020, thousands of public libraries across the US closed their doors and began months of intense effort to identify and implement protocols that ensure safety yet still provide the highest level of library service possible. Given the stakes involved, this work has been hugely taxing for paid library directors with master's degrees in library science and years of experience and training. In this assessor's opinion, it is not sustainable to expect retired volunteers to shoulder this level of responsibility, particularly in an environment where they are not connected to practitioners at other libraries, as information sharing among peers is critical to success in such times.

Consistent with this outside opinion, four survey comments reflect a desire to have well trained and professional staff. Two comments request "computer-literate" volunteers, one comment requested more responsive customer service and a fourth comment asked for "paid library staff." This does not dismiss the contribution made by the library's current volunteers. They are <u>all</u> to be highly commended for their outstanding efforts to make the library the beloved place that it is. The larger question, though, is whether in 2020 an all-volunteer library is the best way to support the information needs of the Yachats community. As of the

fall of 2020, the current three librarians at the Yachats Public Library estimate that they collectively contribute 24 hours a week to manage library operations. All three support the idea of hiring a paid librarian, so that their volunteer efforts can be less focused on the types of administrative work normally assigned to paid staff.

Staff

Minimum staffing requirements for legally established public libraries in Oregon changed as of January 1, 2020. At that time, the following minimum condition was put into law:

- For communities of 2,000 or less, the library must have a .25 FTE dedicated solely to library functions.
- For communities of more than 2,000, the library must have a .5 FTE dedicated solely to library functions.

None of the seven libraries in this study have a librarian on staff who has an MLS (Masters of Library Science) from an American Library Association-accredited institution or its equivalent, which is considered "Essential" in the Oregon Library Association's 2017 Public Library Standards. However, all except Yachats have a paid staff member with the title of librarian, and the weekly hours of all six exceed the new minimum staffing requirement: Apart from Yachats Public Library, the other six libraries have a paid non-MLIS credentialed librarian who works somewhere between 22 and 40 hours a week. Libraries in Arlington, Scio, Ione and Dora also reported having additional staff support.

Paid Staffing (Full Time Equivalent)	Librarians with ALA/ MLS	Other librarians	Total librarians	Other paid staff	Total paid staff	Total Staff Expenditures
Adams Public Library	0	0.63	0.63	0.00	0.63	$31,900
Arlington Public Library	0	0.70	0.70	0.23	0.93	$31,987
Yachats Public Library	**0**	**0.00**	**0.00**	**0.00**	**0.00**	**$0**
Ione Library District	0	0.56	0.56	0.07	0.63	$24,788
Scio Public Library	0	1.00	1.00	1.00	2.00	$56,980
Dora Public Library	0	0.69	0.69	0.42	1.11	$39,544
Weston Public Library	0	0.88	0.88	0.00	0.88	$62,869

Based on 2019-20 statistical data (the statistics being submitted this fall), State Library staff will begin reaching out to libraries that do not meet the minimum staffing conditions in the Spring of 2021. Libraries that do not meet the minimum staffing condition after July 1, 2022 will no longer have legal recognition as public libraries and will not be eligible for State library grants (such as Ready to Read, which supports early literacy) and cannot provide access to the statewide databases provided by the State Library of Oregon. Library Development staff at the State Library are eager to support libraries striving to meet the minimum conditions and should be considered an ongoing resource in this effort.

Although the City of Yachats could fulfill the new staff requirement by adding a 10 hour a week paid position, this assessment recommends that the City hire at least a halftime (20 hours a week) Library Director, which is still less than the other six libraries in this study. A full-time library director would be ideal and would provide the library with the capacity to support the City's goals and initiatives, fully explore cooperative work with other libraries, manage the collection more comprehensively and conduct outreach in the Yachats community to increase library usage. A paid library director could potentially assume some of the current duties of the City's current Community Services Coordinator, freeing up some capacity in this position to focus on other priorities. Per the Oregon Library Association's Public Library Standards, the director should possess a master's degree in library/information science.

Congruent with the Oregon Library Association's Public Library Standards, library staff and any volunteers assuming leadership responsibilities should have access to ongoing continuing education and training. In addition, all positions (paid or volunteer) should have job descriptions to clarify roles and responsibilities.

Technology

Library ILS (Integrated Library System) and Catalog

21st century public libraries depend upon what is known as an Integrated Library System (ILS), which combines patron records, collection data and a searchable catalog of library materials. As do other software programs, ILS systems vary significantly in terms of complexity and capacity. When a library is in a consortium, there is a common ILS for all members so that their records are consistent and they can share materials with each other's patrons.

The six comparable libraries in this study belong to three consortia that utilize two different open source ILS systems: Evergreen and Koha. According to a recent annual review of ILS products in *American Libraries* magazine, Evergreen and Koha are utilized by over 15% of ILS

implementations in the United States. Evergreen alone is installed at over 2,000 libraries worldwide, while ByWater Solutions, the vendor that provides Koha to many Oregon libraries (including the Lincoln County Library District and Coastline Libraries) has over 880 public library clients.

The ILS currently being utilized by the Yachats Public Library is called Concept III and is maintained by a company called Library Concepts. They have only 18 clients that are public libraries; according to their sales person, their clients "tend to be churches, schools and non-profit groups." The capacity of the Concept III ILS is much more limited than those utilized by YPL's peer libraries; for example (according to the library's draft Policies and Procedures Manual), it does not have the ability to offer different types of library cards (such as limited access visitor cards).

Looking at both the public and staff interfaces, Concept III does not reflect the benefits found with a product that has been improved through implementation by a broad range of clients. Put simply, this ILS is vastly inferior to what YPL's six peer libraries utilize and limits the library's ability to manage its collection, as well as the community's ability to fully use it. Should the Yachats library choose to partner with the Lincoln County Library District in some way (either by annexation, or by just joining its online catalog), the library would have access to a much better ILS.

Computers and Internet Access

All seven libraries benchmarked in this assessment offer internet access through permanent library terminals as well as Wi-Fi for devices brought in by library patrons. Yachats is in the middle of the pack with respect to the number of internet terminals but reports the highest number of users of public internet computers, which average almost 32 sessions a week. Reported use of Wi-Fi in Yachats averages 11 – 12 sessions a week.

	Number of internet terminals for public use	Annual number of users of public internet computers	Wireless Sessions
Adams Public Library	1	n.c.	n.c.
Arlington Public Library	6	485	93
Yachats Public Library	**4**	**1,660**	**590**
Ione Library District	2	138	42
Scio Public Library	3	745	n.c.
Dora Public Library	6	n.c.	8,371

The internet access that the library provides through desktop computers and Wi-Fi fulfills a critical community need, particularly for those who can't access high speed internet at home due to economic constraints, limited service providers, spotty service or all of the above. As the demographic data notes above, one out of four Yachats households does not have access to broadband service. Consistent with this data, 34% of survey respondents indicated that the library's computer, Wi-Fi and printing area was important or very important.

Numerous survey comments focus on a desire for increased technology support:

- *Perhaps even a computer - intro class for seniors.*
- *Computer support.*
- *At least one volunteer who is computer-literate.*
- *Separate WiFi seating with chargers.*
- *Better training so the volunteers know how to operate the copy machine.*
- *Volunteers who understand computer systems [are] essential.*
- *Bring back computer table with power outlets.*

One respondent expressed appreciation for the library's Wi-Fi: "We are, and have been since 2005 (with a few years not here) volunteers for State Parks @ Heceta Head Lighthouse. There is NO Wi-Fi at the Washburne campground, so the Yachats Public Library is very important to us. We plan to be back next year."

From an operational standpoint, the library's IT needs are served by the same consortium that supports other city departments. The library has volunteers who have assisted with technology issues, but the combination of professional and volunteer support has created issues on both the volunteer and city sides of the equation. Ongoing clarification of these complementary roles is a must.

Website

The library's website (https://yachatsoregon.org/154/Library) is incorporated into the City of Yachats' website and follows the structure of other city information. As such, it lacks the dynamic functionality of a successful public library website, which (consistent with Oregon Library Association's Public Library Standards) includes:

- Easy and obvious access to the catalog (a prominent button or search window);
- A calendar of library events;
- Changing features on the home page, such as new books, upcoming programming, and library news;

- Online access to the free databases provided by the State Library of Oregon (by Oregon statute, this is actually a condition of maintaining legal status as a public library);
- Online access to library policies relating to collection management, circulation and patron confidentiality that incorporate relevant American Library Association (ALA) professional ethical, codes, rules and guidelines (by Oregon statute, this is also a minimal condition of maintaining status as a public library in our state).

Two survey suggestions underscore needed website improvements:

- *More user-friendly website including easier, more intuitive reservation system. Overall improvements to make it more "modern."*
- *More internet contact with patrons: what new books there are, maybe with brief reviews or plot synopsis.*

In many respects, the Friends of the Yachats Library website looks more like a library website than the real library website does, which is confusing since the Friends do not operate the library and are an independent organization. The solution is not to lessen the quality of the Friends of the Library's website, but rather to improve the capacity of the library's official website so that it has the needed functionality and usability.

Accessibility

Despite the large senior population served by the library, and despite the relatively high percentage of residents 65 and older who have a disability, the Yachats Public Library does not have features (outside of large print books) that accommodate individuals with mobility and visual issues, the Oregon Library Association's Public Library Standards define the minimum requirement in this area as "the library has a dedicated space compliant with the Americans with Disabilities Act to make materials and services accessible for people with disabilities." At a minimum, the library should offer a wheelchair accessible computer workstation with software and devices that allow patrons with disabilities to more easily use technology, the internet and library services. A typical assistive station will include screen magnification software, a screen reader, an accessible keyboard and mouse and an adjustable computer workstation that will accommodate a wheelchair.

Policies and Procedures

This year, library commissioners and volunteers are working to complete a Policies and Procedures Manual, which will ultimately be approved by the Library Commission and accepted by the Yachats City Council. Review of the draft version of this manual has been

part of the assessment process. In general, the draft Policies and Procedures Manual does a good job of capturing the details needed by library volunteers to perform the various tasks needed for library operations. That said, its focus is more on procedures than policy. Given that the Oregon Library Association's Public Library Standards provide very specific guidelines on necessary public library policies, the most critical policies will be reviewed below, with specific notes relating to content in the draft manual. Comparative examples of library policies from other public libraries are easily found on their websites.

This assessment recommends that at some point, members of the Library Commission review the entire Public Library Standards document to become aware of its other recommendations.

Intellectual Freedom

The following library policies ensure that community members can safely exercise their intellectual freedom rights in the library, as granted to them by Article 1 of the Oregon Constitution and the Bill of Rights to the U.S. Constitution:

- Adoption of American Library Association (ALA) Code of Ethics
- Adoption of ALA's Library Bill of Rights
- Adoption of ALA Statement on Confidentiality of Library Records
- Adoption of ALA's Free Access to Minors Statement

Links to these core documents are included in the Works Consulted section of this assessment.

Circulation

As noted earlier, the Yachats Public Library had 2,275 registered borrowers as of a year ago—more than three times the city's population. Undoubtedly, this reflects the fact that YPL does not restrict library card access to those who live permanently within its service area. (According to the library's draft Policies and Procedures Manual, "A library card will be issued to anyone requesting one if they expect to be in the area for one week or more.") It also may reflect the length of time since YPL last purged inactive cardholders from its records. The library's Policies and Procedures Manual indicates that inactive cards are not purged for five years, which is a relatively long time to keep such records.

The library would do well to adapt its circulation policies so that the number of cardholders is more reflective of the actual regular users of the library. The Yachats Public Library participates in the Oregon Library Passport Program, which allows cardholders at participating libraries to get library cards at other participating Oregon libraries by showing

their home library card. In Yachats' case, Library Passport users seem to get the same library card as regular users, but at most other libraries, Passport cards limit access to the library (such as restricting the number of items that can be checked out). This may necessitate a software upgrade as the draft Policies and Procedures Manual states that only one kind of card is available due to limitations in the library's ILS (Integrated Library System), which manages collection and patron records. The ILS utilized by the Lincoln County Library District (Koha) has this capacity.

Patron Behavior

Despite the many wonderful things that regularly happen in them, public libraries also are host to numerous behavioral challenges stemming from the fact that they are free and open to everyone. Successfully managing the library environment involves balancing the need for patrons to feel safe and welcome with clear behavioral rules that spell out what is and is not allowed at the library, as well as the consequences for not following them. Behavioral rules are important because they help ensure that everyone is treated equally and fairly, whatever their station or walk of life.

In a small library in a small picturesque village, it is tempting to think that behavioral rules are not necessary. Yet recent history at the Yachats Public Library demonstrates that this is a fallacy. As of early 2020, the library featured a large table in the children's area that was the only tabled seating available at the library. Unfortunately, a situation developed where patrons were sleeping at or around the table, which was (understandably) regarded as problematic. But rather than addressing the issue directly with the involved patrons (which would have been possible had the library had a behavioral rule about sleeping at the library), the choice was made to remove the table, which reduced the already limited table seating at the library to zero. Now, the Yachats Public Library offers no tabled seating at all, which is truly unfortunate and a significant reduction in service that the community misses (see survey comment in seating section of facilities assessment below).

The draft Policies and Procedures manual includes some information about managing patron behavior, but it is subjective and vague, i.e.: "….if the actions of a patron are making you or other patrons uncomfortable." As supported by the Oregon Library Association's Public Library Standards, what the library needs is to develop a specific list of behaviors that are not tolerated at the library and the consequences for exhibiting them. These vary from library to library but typical examples include: illegal behavior, minimum standards of dress, bringing food into the library (if not allowed), blocking areas of the library with possessions, noise, unattended children, etc. (Most libraries put their behavioral rules on their websites so there are many existing examples to consult for inspiration.)

It is understandable that library volunteers have until now shied away from developing and enforcing a behavioral policy, because this is not the most enjoyable part of working in a library. To this assessor, it is yet another reason why the library needs a paid director.

Collection Management

The draft Policies and Procedures Manual contains much valuable documentation about materials processing and shelving. What is still needed is a Collections Management Policy, which defines the desired scope of the library's collection, criteria for selection, criteria for weeding and the process for the reconsideration of library materials (i.e. what happens if a community member requests that an item be removed or restricted due to its nature or content).

Apart from having a Collection Management Policy, the library would benefit from periodic analysis of circulation data to inform future additions and deletions to the collection. Given the library's small footprint, it is crucial that every book, DVD or audiobook is earning its shelf space. Circulation metrics provide an objective picture of what is going on, vs the subjectivity of informal impressions. For example, a previous client library had a fairly large number of mass market fiction paperbacks, which generated less than 1% of the total circulation but seemed to be popular because there were a few patrons who were vocal about using them. These paperbacks took up more shelf space than the much smaller collection of new adult fiction and nonfiction, which generated 11% of total circulation. Identifying this issue allowed the library to make wiser choices with respect to how scarce shelf space was utilized. As a result, it was easier for patrons to find the materials they were much more likely to be looking for.

Normally, for the purposes of the facilities plan in this assessment, such analysis would be undertaken on the library's collection for the purposes of the facilities plan, but this was not possible, for several reasons. These include limitations in cataloging (all nonfiction books, whether for adults or for children, are cataloged the same way, which does not allow the ability to differentiate them), the pandemic (which has altered circulation activity), and the limitations of the the library's ILS (which seems to have limited reporting capacity).

Use of the Internet

The library's draft Policy and Procedures Manual includes a basic set of policies for public access computers and the public Wi-Fi. What is missing are rules that address the more serious issues that can crop up in public library internet use, such as illegal activity, violation of copyright law, and the viewing of online material that creates a hostile environment for other library users. In addition, the library should include discussion of the measures it takes

to ensure internet patron privacy.An assessment of the library's IT infrastructure is beyond the scope of this study, but it should be emphasized that the security of the library's public computers should be as strong as possible.

Governance

In the course of this assessment, questions have been raised by various stakeholders about the library's governance structure. There are three key differing perspectives.

1. The appropriate role of the Library Commission, with some advocating that it is superfluous and that the Friends of the Library should fulfill the function of the Library Commission.
2. The appropriate relationship between the Friends of the Library and the City/Library Commission, with some believing that the Friends of the Library are not "at the table" as they should be.
3. The appropriate level of oversight that city staff should provide to library volunteers, with some believing there is micromanagement on the city's side.

Each of three issues creates conflict among library stakeholders and needs to be addressed. To provide context and recommendations for each of them, we must look at the Yachats Public Library through multiple lenses:

- Nature and history of the different stakeholder groups as they exist in Yachats
- Community practice and perceptions
- Municipal libraries and the structures in which they operate
- Oregon law
- Best practices in public librarianship with respect to stakeholder roles.

Library Stakeholders in the City of Yachats

- **City Staff** include the City Manager, who provides executive oversight of the library as a city department and the Community Services Coordinator, who supports library activities and library volunteers on a day to day basis. Both positions have existed for less than five years.
- **The Library Commission** was created in 1973 when the Yachats City Council established the Yachats Public Library. Commission members are appointed by the City Council, in parallel fashion to other city commissions. There are five members and they serve three year terms; one may reside outside the city limits but the rest must reside in the city. (A note on nomenclature: some of the resources cited in this assessment use the term Library Board instead of Library Commission, and/or refer to

its members as library trustees. All three names refer to the same type of stakeholder group.)

- **The Yachats Friends of the Library** was established in 2004 as an independent nonprofit 501c3 organization. The mission of the Friends of the Library is to "promote interest in library services, support improvements of library resources and raise funds for special needs beyond the scope of the library budget." Per their bylaws, the Friends have four board members; there are several others who are engaged in their work but unlike most library Friends groups, they have no formal membership structure. Dedicated to raising funds to support the library primarily through book sales and grant writing, the Friends also work to raise awareness about the library through social media, their website and outreach to organizations and individuals.

  In normal (non-COVID-19) times, the Friends operate an ongoing book sale area in the library lobby and conduct an annual larger community book sale. Funds raised by the Friends support many projects and needs at the library, including facilities improvements, the collection, technology, public computers, and Summer Reading. While the Friends see their mission primarily as supporting library programs, they have also agreed to make their 501c3 status available to receive and hold funds from a recent bequest designated for a major capital improvement project. At this time, a key issue for the Friends of the Library is to have adequate space for processing and storage of the books they collect for their book sales.

- **The Librarians** are volunteers who have been elevated to leadership status with respect to library operations. As of late 2020, there are three of them: two who share general oversight of the library and one who focuses on youth services.

- **The Volunteers** are other community members who support the library's operations, primarily by taking on regular shifts to cover the library's open hours, or by acting as substitutes for those with regular shifts.

Community Practices and Perceptions

As noted at the beginning of this assessment, one of Yachats' unique characteristics is its robust volunteer culture. Many Yachats retirees are well-credentialed professionals accustomed to making their mark upon the world, and they bring this perspective with them as they get involved in the community. A resident said, "It's an interesting place because there are a lot of educated folks who used to be bigwigs who now don't know how <u>not</u> to be bigwigs." Another noted: "We come here with a degree of arrogance in thinking that no matter what we tackle, we'll be good at it. We don't have the balance that you'll find in a larger community with more younger people, who are still striving to succeed."

Given the historically small size of the community, the city's operational needs were handled by volunteers for decades. Three years ago, recognizing the increased complexities of managing a small municipality in the 21st century, the City of Yachats hired its first city manager. This change ruffled the feathers of many residents, who strongly align with the community's historically DIY civic culture, and object to what they see as unnecessary regulation and oversight. There is still ongoing tension around the current efforts to professionalize the City's activities, which ties directly into governance questions at the Yachats Public Library.

Organizational Structure of Municipal Libraries

Municipalities that oversee public libraries commonly use the administrative structure that is detailed in the table below. Within this general model there are relatively clear lines of authority and accountability, in large part because at its heart is a paid library director whose position offers the opportunity to connect the dots between all the other entities. This is a critical yet often under-appreciated function of a successful library director, and one that quite often can be as complex, time consuming and challenging to perform as the day to day oversight of the library itself.

Stakeholder group or entity	Function	Reports to / Accountable to:
City Council	• Governs the city • Supervises the city administrator/manager • Appoints the library commission	Voters
City Manager	• Reports to the City Council • Supervises the Library Director	City Council
Library Commission/ Library Board (Advisory)	• Advises the library director and the city council on policy issues and library planning	City Council
Library Director	• Administers the library • Supervises staff and volunteers • Liaison to the Library Board, Friends, Foundation	City Manager
Volunteers	• Support the library's daily operations	Library Director
Friends of the Library, Library Foundation	• Raise money and/or advocate for the library	(Independent)

A side note: there are two types of library boards, depending upon the nature of the governmental unit establishing the library. *Governing* library boards have full authority over all aspects of the library's governance. In Oregon, they are usually associated with legally established library districts and are normally elected directly by voters. *Advisory* library

boards are typically found wherever the library is a city or county department. Advisory boards do not have governance authority (this is technically in the hands of the City Council or County Commission), but engage in policy development, planning and goal setting for the library and usually play a role in hiring the library director (although commonly the library director formally reports to the city or county administrator). Given that it is appointed by the City Council and lacks ultimate governing responsibility for the Yachats Public Library, the Yachats Public Library Commission is an advisory library board.

In the case of the Yachats Public Library, of course, there is no paid library director. While having volunteer librarians instead of a paid library director might seem like a minor variation to the general model, it has profound implications. Given that everyone outside of city staff—including library commission members, librarians, library volunteers, and Friends of the Library members—is an unpaid volunteer, everyone is potentially equal with respect to authority and potential sphere of influence. Since this environment often makes it hard to tell who has authority over what (or whom), tensions arise that feel personality driven but are ultimately structural in nature. Apart from satisfying the minimum conditions of a legally established public library in Oregon as detailed above, hiring a library director is therefore advisable with respect to clarifying and supporting differing stakeholder roles and responsibilities on an ongoing basis.

Oregon Law

According to State Library of Oregon records, the Yachats Public Library was established in November 1973 with *Ordinance No. 36, An Ordinance Establishing the Yachats Public Library and Providing for a Board of Directors.* The establishment papers submitted by the City of Yachats say the following:

> *The City of Yachats does hereby establish a public library to be known as the "Yachats Public Library", to be operated and funded by the said city and to be used for the educational and cultural benefit by the citizens of the said city in accordance with the rules and regulations of the said library.*

In order to maintain its legal status as a public library, the Yachats Public Library must comply with relevant Oregon statutes. For public libraries serving communities of 2,000 or less, Oregon Statute 543-010-0036 mandates 10 minimum conditions. The Yachats Public Library currently meets seven out of ten:

- Have at least one-fourth (25%) of operational support from public funds;
- Be open to the public a minimum of 10 hours a week;
- Provide a collection comprising of books, media or electronic resources;

- Offer at least one free public access computer with internet access;
- Offer free public wireless internet access (wi-fi);
- Provide basic services for reference and youth services;
- Complete an annual statistical report.

Currently, the Yachats Public Library does not meet three of the ten minimum conditions, which have been explored in previous sections of this report relating to the library's website and staffing:

- Provide a website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents;
- Have basic policies in place and accessible online for collection management, circulation and patron confidentiality that incorporates relevant American Library Association (ALA) professional ethical, codes, rules and guidelines;
- Dedicate at least .25 full-time equivalent (FTE) paid staff time exclusively to library functions.

In addition to establishing the minimum conditions for a legally recognized public library, Oregon statutes also provide direction with respect to their ongoing governance. According to ORS 357.465:

> *Each public library established under ORS 357.417 (Methods of establishing public library by local government unit) shall be governed by a library board unless some other method is specified in the charter, ordinance or resolution establishing the library.*

Oregon Statute 357.490 further explains that "the governing body shall determine the library board's responsibility for the following":

1. Appointment of the librarian and staff, fixing their compensation, determining their working conditions and prescribing their duties;
2. Formulating rules and policies for the governance of the library;
3. Preparing and submitting an annual budget request;
4. Approving, or delegating to the librarian the responsibility for approving all expenditures from the library fund or the public library building fund;
5. Acceptance, use, expenditure of any real or personal property or funds donated to the library;
6. Selection of sites for public library buildings or for location of library facilities;
7. Entering into contracts;
8. Such other activities as the governing body may assign.

It is important to note that this list of general powers is not fixed but subject to the direction of the governing board (in Yachats' case, the City Council). That said, this list does provide a good sense of what library boards generally do and their unique role among public library stakeholder groups. The Oregon Library Association's Public Library Standards recommend that library boards have written bylaws or governance policies, which should clarify the particular powers vested in each library board by its governing body. In practice, Oregon advisory library boards focus their energies on 2 and 3, unless they are governing library boards (elected to oversee a library district). According to national library advocate Sally Gardner Reed: "The powers and duties of library trustees are established by law, and, consequently, are not subject to delegation to another body."

Roles of Library Stakeholder Groups

One of the national divisions of the American Library Association is United for Libraries, an association of library trustees, advocates, friends and foundations. Since the plethora of stakeholder groups associated with public libraries can lead to conflict and confusion, United For Libraries has created many helpful resources with respect to clarifying roles and responsibilities. These resources are listed in the "Works Consulted" section of this assessment and are worth reviewing in their entirety; below are highlights relevant to the current study.

As noted earlier, the absence of a paid library director in Yachats leaves a large hole in the organizational structure of the library. In addition to providing the expertise for the day to day operation of the library, the library director provides the glue that makes the work of the stakeholder groups—library commission members, volunteers and Friends—fit smoothly together. Since it is this assessment's strong recommendation that the city hire a paid staff person, the outline of appropriate roles and responsibilities below includes a library director, without whom it is frankly difficult for the assessor to see how the current challenges can be successfully addressed.

The table below has been adapted from "Working Together: Roles and Responsibilities Guidelines,"created by the Connecticut State Library, the Connecticut Library Association, the Association of Connecticut Library Boards and the Friends of Connecticut Libraries. Until such time that the City of Yachats can hire a library director, this assessment recommends that the lead librarians (currently three people) report to the Chair of the Library Commission and that with the exception of managing other volunteers, the Library Commission assumes the policy and planning functions normally in the portfolio of the library director.

	Library Director	Library Commission	Friends	Volunteers
Reports to/ appointed by	City Manager	City Council	Independent Organization	Library Director
Administrative	Oversee daily library operations Work with library board on policy and planning Coordinate with Friends on fundraising and advocacy Supervise and support volunteers	Provide input to library director on operational issues as requested Participate in hiring of library director; contribution to annual evaluation	Support quality library service through fundraising and advocacy	Support successful library operations under the direction of the library director
Policy	Draft policy for board review	Review and adopt written policies	Support the policies of the library as adopted by the library board	Support the policies of the library as adopted by the library board
Planning	Coordinate and implement a strategic plan with participation of stakeholders	Ensure that the library has a strategic plan with implementation and evaluation components	Provide input into the library's strategic plan and support its implementation	Provide input into the library's strategic plan and support its implementation
Fiscal	Prepare an annual library budget in accordance with city	Assist in preparation and presentation of annual budget	Conduct fundraising to support the library's mission and plans	
Advocacy	Promote the mission of the library within the community Educate stakeholder groups and community on local, state and federal issues impacting the library	Promote the mission of the library within the community	Promote the mission of the library within the community	Promote the mission of the library within the community

Role of the Library Commission

The current role of the Yachats Library Commission is consistent with the responsibilities outlined in Oregon statute as described above. By law, the library commission needs to exist; by law, its members must be appointed by the Yachats City Council.

While the model of having one entity covering both fundraising and policy oversight may be viable for a nonprofit, it is not legally an option in Oregon for a Friends of the Library group to assume both these functions. In fact, United for Libraries makes a strong case that there should also be no individuals who simultaneously serve as library trustees and Friends board members, due to potential confusion of roles, conflicts of interest and the potential for a single board member to be imbued with more power and authority than his or her peers, given his or her participation on both boards.

The process of maintaining the distinction between different stakeholder roles starts at Library Commission meetings. Community members who are not currently members of the Library Commission should be given an opportunity to provide input at a public testimony portion of every meeting, or invited to participate in discussions that they have a particular reason to join. Apart from these exceptions, though, Library Commission meetings should be centered around discussion held by its current members.

That said, it would be beneficial for the Library Commission (in collaboration with City staff and the City Council) to develop bylaws that state the specific powers and areas of oversight granted to them by the City Council. The lack of such documentation is a factor in the lack of community clarity about the role of the Library Commission.

Role of the Friends of the Library

The sustained dedication of the Friends of the Yachats Public Library and the positive impact that they have made upon library services in the community is unquestionable. Their input should be strongly sought in areas that fulfill their mission: projects that would benefit from external financial support, library advocacy and awareness, and the logistical issues that surround used book donations, processing and sales. But the Library Commission and the Friends of the Library do not have equal responsibility for oversight of the library; one is appointed by the City Council to oversee library policy and planning, the other is an independent support organization. This statement should not be taken as a lack of appreciation for what Friends of the Library groups do (in fact, the assessor is a proud past Friends president in her own community); it is simply a statement of reality. Given that some Friends members feel that their organization is better suited to perform the work of the Library Commission than the Library Commission itself is, it is difficult to clarify the

appropriate scope of the Library Commission in a way that is not potentially objectionable to the Friends.

The United for Libraries toolkit "Friends and Libraries: Working Effectively Together" (included in Works Consulted) offers a useful perspective:

> *Many conflicts arise because a member of the Friends executive board disagrees with policy or decisions that are made regarding library services and direction. Though Friends are welcome to make their opinions known (and serve a good feedback purpose in doing so), ultimately the policies of the board and the decisions by the librarian are not subject to Friends' approval. (p.1)*

Sorting out the difference between interpersonal and structural issues can be complicated and difficult. This assessment recommends that the Friends of the Library and the City of Yachats (represented by both City staff and the Library Commission) develop a memorandum of understanding that clarifies their respective roles in the variety of ways that they intersect, such as fundraising, library communications and advocacy. (A sample is included in the Works Consulted section of this assessment.) This is a process that may take some time but will reap great benefits in the future.

Role of Library Managers and City Staff

Consistent with the community's deep-seated volunteer culture, some library volunteers feel that the library works best with minimal supervision from City of Yachats staff (i.e., less than is currently being received). Were the librarians paid staff, the relationship between them and the City would be much clearer; in all likelihood, they would be consolidated into one full or part time library director who reported directly to the City Manager and was substantially accountable to the Library Commission and the City Council. The library is a city department, and so it is reasonable for the city staff to exert the same level of influence there that they do on other city departments. In fact, it is their job and in the best interest of the library to ensure such consistency with other departments. As with other issues discussed previously, the hiring of a paid library director will go a long way towards resolving this issue; volunteers can focus on the hands-on activities that they enjoy doing at the library, and administrative work will be delegated into employee hands.

Facility Assessment

Built by community volunteers and students, the Yachats Public Library has been well loved and well used for over forty years. However, as library services have evolved in those forty years, challenges have emerged. Thanks to community bequests, the City is now considering ways to potentially expand the library, which could involve adding a wing to the current

library, or moving the library to a different site, should the needed improvements need more square footage than can be added at the current location.

The assessment below outlines the facilities issues that the library is currently experiencing, and provides a library program outlining the desirable elements of a revitalized library (as a detailed Excel spreadsheet and accompanying narrative). This program is not specific to the current location and is not a layout of what the library might look like, which would be under the purview of the architect selected for the project.

Size

While there is no universal set of standards that defines how large a library facility should be, the minimum for a very small library such as Yachats is generally accepted to be at or close to one square foot per capita. As the table below indicates, Yachats is well within that standard and is in fact one of the largest libraries benchmarked in this assessment, with over three square feet per capita. It should be noted, though, that Yachats has one of the largest collections of books and other physical materials, which has a huge impact on needed space. And, since circulation of physical items is so much higher at Yachats than the other six libraries, its circulation per square foot is second highest.

	Population served	Square footage of building	Physical Items in collection	Circulation of physical items	Circulation per square foot
Adams Public Library	536	425	4,428	1,088	2.56
Arlington Public Library	610	2,016	10,198	2,409	1.19
Yachats Public Library	**745**	**2,376**	**15,602**	**9,724**	**4.09**
Ione Library District	815	760	4,302	2,102	2.76
Scio Public Library	920	783	11,885	6,142	7.84
Dora Public Library	935	2,420	15,880	6,033	2.49
Weston Public Library	979	1,500	10,594	3,440	2.29

A question that is frequently asked is "How large should a library serving a community like ours be?" While a generation ago, the answer might involve utilizing a formula based on population, today we understand that communities and libraries can vary significantly. For example, a community without any meeting room space outside of the library has a more acute need for library meeting rooms than one in a community where that function is supported elsewhere. In developing a library program, the goal should be to provide the

features and amenities needed to serve the unique needs of the community being served. If the current facility doesn't have enough space to meet community needs, it needs to be bigger.

General Atmosphere

"I have found the current library adequate but I would not go so far as to say that it does not need updating." (survey respondent)

The library's layout is simple: a large high-ceilinged front room with lounge seating, computers, the adult collection, and the service desk/work area, and a smaller back room with books and media for children and teens. Except for a fairly recent conversion of one bathroom to a storage area, the library's layout has remained untouched since the 1970s. Although generally hospitable, like most buildings of its vintage that have not been significantly renovated, the library is showing its age. Much is packed within a small footprint and the overall feeling is cramped and busy. The library only has one bathroom, which is not ADA accessible.

In the community survey, respondents provided the following general comments about desired improvements to the library facility:

- *Repainting, expanding, better ambient lighting.*
- *Windows that can be opened to circulate air. Levered door handles - easier to open with elbows when carrying books.*
- *Like it as it is.*
- *Coffee for sale and places to visit as well as read.*
- *Improved lighting. Different wall colors.*
- *Overall improvements to make it more "modern."*
- *A gas fireplace for cold, wet weather "ambience."*

At information gathering sessions, community members and volunteers echoed the need for improved lighting and new paint and emphasized an overall need for additional space.

Collections/Shelving

"Access to collections of other libraries and catalogs is probably the #1 thing. And more books! (survey respondent)

As has been discussed earlier, according to the assessment survey, Yachats residents place a high priority on having access to a bigger and better library collection, whether those

materials are downloadable or come from the collections of other libraries. And despite the fact that the collection of the Yachats Public Library is already large in comparison to its peer libraries, many residents (70% of survey respondents) would like their own library's print and media collection to be even bigger. However, increasing the size of the collection is challenging because the library's shelves are already full. Some symptoms of this problem include:

- Tightly packed shelves in some areas make it harder than it should be for library volunteers to shelve.
- Adult series fiction is shelved elsewhere than the main stacks because there isn't room on the shelves.
- The library's DVDs are housed on spinners that are inconvenient for both shelvers and patrons.
- The library's print reference collection is shelved in a back corner of the library (near the young adult materials) rather than in a more prominent area that would encourage use.

Center shelving of adult books is over 70" high, which, given the smallness of the library, makes the space feel close and hemmed in. Shelving that high is also not ideal with respect to making the collection accessible to seniors, and also limits the sight lines from the circulation desk.

Computers and Technology

"People come in to use the computers. They don't have a good connection at home. Or they don't have it at all." (library volunteer)

The internet access that the library provides through Wi-Fi and library computers fulfills a critical community need, particularly for those who can't access high speed internet at home due to economic constraints, limited service providers, spotty service or all of the above. Consistent with this need, 58% of survey respondents indicated that having a computer, Wi-Fi and printing area at the library was somewhat or very important.

The library offers five computers for public use, including an online catalog near the service desk and four public internet access computers, which are grouped in a small pod near the front door (the users of all four computers face each other). This locale undoubtedly is not ideal for those seeking quiet or privacy while online. The catalog is also in an awkward place for library patrons. Opinions about the adequacy of the library's computers vary among its volunteers. Some feel having more computers would be a good idea; others think that four public access computers are enough.

Seating

"Bring back computer table with power outlets." (survey respondent)

Seating at the Yachats Public Library is minimal at best: only six lounge seats at the front of the library and one additional seat to the side of the adult collection. These seven seats put the library at the low end of best practice for an independent, small town library (at least 5 – 10 seats per 1,000 people). As discussed above in the policies and procedures section, and reinforced by the above quote, patrons need tabled seating as well as lounge chairs. Both types of seating need to be adjacent to a power source, so that those bringing their own laptops, phones or tablets can plug in.

35% of community members taking the survey indicated that increased seating was somewhat or very important to them. The library currently offers no small enclosed study rooms, which would be a boon for those seeking greater privacy and quiet. 30% of survey respondents ranked 2 - 4 person study/tutoring/small group spaces (up to 4 people) as somewhat or very important.

The community survey attracted numerous suggestions/thoughts about seating, some expressing relative satisfaction with the status quo, others asking for more:

- *More "comfortable" seating.*
- *Seating spread through a space (for health and safety reasons).*
- *Good sitting areas for reading newspapers.*
- *Separate Wi-Fi seating with chargers.*
- *The library as quiet space is #2 [#1 is improved collection.].*
- *Not necessarily increased seating but more comfortable seating.*
- *Dedicated ergonomic space to work on my own laptop.*
- *Quiet places to study.*
- *Increased seating: not sure.*

Programming and Event Space

"The library is as much of a community center as any place." (community member)

Small town libraries are central to the cultural life of their communities, and at the Yachats Public Library, youth programming is a particular strength. As the table below shows, the Yachats Public Library in 2018 – 19 was outstanding with respect to both the number of programs offered and the number of attendees. The library's volunteers (particularly its

former volunteer youth librarian) are to be commended for achieving these remarkable results.

	Number of children's programs	Children program attendance	Number of Adult/multi-generational programs	Adult/multi-generational attendance	Total number of programs	Total program attendance
Adams PL	22	374	12	134	46	532
Arlington PL	27	371	14	79	41	450
Yachats PL	**76**	**1,479**	**28**	**77**	**104**	**1,556**
Ione Library Dist.	20	351	1	87	21	438
Scio PL	36	778	12	51	48	829
Dora PL	11	726	29	394	40	1,120
Weston PL	38	498	51	360	89	858

Youth programming in 2018-19 (a pre-pandemic time) included the following:

- Two Summer Reading events per week for seven weeks;
- Twice monthly class visits from the nearby pre-school (including storytimes);
- Weekly visits from Yachats Youth and Family Activities Afterschool program (including storytimes);
- Regular "Read to the Dog" sessions with a therapy dog;
- Monthly visits from a local homeschooling group (including storytimes).

The number of multigenerational/adult programs offered at the Yachats Public Library in 2018-19 included a monthly book group as well as Medicare counseling. In this area, Yachats is in the middle of the study group, with relatively low attendance. Currently, the library does not focus resources on teen programming.

In the community survey, two comments expressed an interest in increased adult programming, giving as examples author visits, writing groups, book clubs and conversation groups. Given the community's preponderance of older adults, an increased focus on adult programming might be well received. Increased partnership with the Yachats Academy of Arts and Sciences could maximize available resources for this type of programming.

Since the library has no meeting room, any programming that occurs at the library must be carved out of its inadequate space. In normal (non-pandemic) times, storytimes attract an average of 12 – 15 children per session, which is not a small turnout for a community of

Yachats' size. These storytimes are held on the floor in the children's area, which is too small to properly accommodate this number of children and their caregivers. Book group meetings are scheduled when the library is closed, so that the lounge chair/reading area can be used for this purpose.

Although the library lacks a meeting room, the community does have the benefit of plentiful event space available nearby at The Commons, which includes the Multi-Purpose Room (capacity of 225, seated theater-style), smaller meeting rooms and the outside pavilion. Only 24% of survey respondents indicated that a small (up to 20 people) meeting room at the library was important or very important to them, which (based on community discussions) reflects a sense that The Commons fills this need. However, it still can be argued that having a small meeting room is still desirable, as it provides flexible space for a number of uses.

Areas for Children and Youth

"I like that we provide for kids, but we personally don't need that." (survey respondent)

The youth services area of the library is one room that includes sections for young (pre-Kindergarten) children, school age children and teens. All are primarily book stacks and lack the enhancements (hands on activities, seating, computers) that attract use and respond to age-specific needs.

Responses to survey questions as well as open-ended comments reflect different perspectives on the appropriate level of services to children and youth at the Yachats Public Library. To explore them, we must first unpack who took the survey. There were 156 responses, which break down in the following way:

- 84% of survey takers are 55 and over. The rest are between the ages of 25 – 54, which is significantly lower representation than is in the general Yachats population (see demographic information earlier in this assessment).
- 10% have children living with them. Those who have children living with them are not limited to those of childbearing age, but range from the age categories 25 – 34 to 65 – 74.
- 90% of all respondents describe themselves as library users. This is about equal to library users with no children at home, but lower than the 94% of respondents with children living with them who use the library.

On the one hand, the survey received several comments in support of a robust youth services program, with particular emphasis on the needs of younger children:

- *Yachats has mostly older population but the town needs to be ready to accommodate younger people and children, especially if there are future affordable housing projects.*
- *We've lived in Yachats almost 4 years & we just had a baby boy. We plan on raising our boy here in Yachats & hope to spend a lot of time here at the library with him. Is there such a thing as storytime? Maybe not enough kids? I would love to see something like story time for the kids &/or have an event (weekly) where kids can read to dogs (out on the lawn?)*
- *A pre k program!! Story time! There are so many activities for K-12 kids, but the library is such a great opportunity for little ones to get out and during hours when everyone is already in school. Please!*

On the other hand, the survey also received a number of comments (all from respondents who do not have children at home) that express other priorities, such as books and maintaining the library as a quiet space:

- *Population of Yachats is elderly; little need for a children's library. We need more books!*
- *Areas for 0-5/5-12/13-18 can be same space w/designated times of use even w/ addition-space(s). Need to be flexible & multi-use...management of use!! You are not getting enough space to give everyone a room. Maybe a flex space for all groups @ designated times and other times available for 2nd quiet area or small meeting/dropin.*
- *As a noise sensitive person, the library is one of the few public spaces that are always safe and welcoming for me. It would be sad to see our Yachats library move towards resembling libraries in bigger cities where meeting areas and play spaces for kids become an increasing focus of the library. Those are fantastic things to have. But I'd love to see them belong in the Yachats Commons. And the library to be a quiet place for books!*
- *Separate children's library to become part of YYFAP [Yachats Youth and Family Activities Program] and Preschool leaving whole building for adult library.*

When asked in the survey "How important are the following features to you?" respondents responded differently depending upon whether or not they had children at home. With respect to services that 50% or more respondents indicated were "important" or "very important," both groups gave high rankings (albeit at somewhat different levels) to services relating to the collection, technology access and quiet space. However, respondents with children at home prioritized dedicated youth areas at more than double the rate of those without children at home:

Percentage who ranked this feature as "important" or "very important"	Respondents without children at home	Respondents with children at home
Dedicated area for pre-K children (0 – 5 years)	40%	100%
Dedicated children's area (5 – 12 years)	47%	100%
Dedicated teen space (13 – 18 years)	35%	80%
Increased seating	33%	47%
Larger collection of books, DVDs and audiobooks	72%	60%
Access to downloadable e-books and audiobooks	58%	60%
Access to collections of other libraries	73%	53%
Computer, Wi-Fi and printing area	57%	67%
Quiet space	56%	60%
Meeting room (up to 20 people)	23%	21%

While it may seem predictable that those who are not raising children do not prioritize services to children as much as those who are, it is unusual to find this result in the responses to library surveys. More commonly, strong support for children's services is generally expressed across the board regardless of age or child rearing situation.

In any case, services to youth are a core service of public libraries. The Oregon Library Association's Public Library Standards include many references to essential youth services-related activities, including regular storytimes, Summer Reading and maintaining a dynamic and relevant collection for this population. Judging from the attendance statistics for children's programming shared above, the volunteers of the Yachats Public Library are providing services that make a positive difference in the lives of local children.

Volunteer Areas

The library has one all-purpose service desk serving multiple functions: checkouts, and check-ins, retrieving holds (which are kept behind the desk), managing technology, responding to informational questions and processing library materials. Sight lines are poor as the desk partially faces the center high shelves and the volunteers cannot see back into the youth services area. With so many things happening at this two person desk, it is often difficult for the lead librarians to complete their administrative responsibilities; as a result, they often come in when the library is closed. Behind the circulation desk, there is a tiny cramped area with a sink, fridge, the library safe and other necessities. Storage is at a premium.

Friends of the Library

At the library, the Friends gather, process and store donated books that are sold through three different channels. Some are available for sale on the Friends' well-curated sales shelf by the front door; others are processed and set aside for periodic community sales. Books that potentially have a higher value are sold online. Currently, the Friends have several unmet needs:

- **Processing space.** The Friends volunteer who goes through and processes donated books takes them home to do this work because there is no space at the library;
- **Storage.** In the past, the Friends have stored books already prepped for their book sales in various nooks and crannies of the library, including the attic, which is difficult to access. They would like a dedicated storage area with room enough for the many boxes of books they stockpile to raise money to support the library. Currently, they are utilizing a room on the main floor of the Commons for this purpose.

The Friends hope that an expanded library will provide them with enough processing and storage space to ensure smooth management of their ongoing efforts. As one of them said, "It would be nice if it was part of the library, because that's where the donations come in." Survey respondents provided several comments and suggestions relating to the efforts of the Friends of the Library:

- *It would be nice if you could keep the book swap, even post-COVID. People contribute interesting books that the library might never access.*
- *Storage for books donated to the book sale.*
- *Ongoing book sale area.*
- *I enjoyed telling visitors they could purchase books at the library. I've discovered new authors in that section myself.*

Outside the Library

In the survey comments, community members expressed interest in a sheltered outside area, as well as the opportunity to enjoy children's programming on the lawn. 42% of respondents indicated that having dedicated library parking was "important" or "very important" to them. According to some discussion participants, many Yachats residents get around on foot, so parking may be less of an issue than it is in other communities.

Philosophy of Service

The Yachats Public Library strives to provide residents with services that meet and anticipate their needs, in a comfortable facility that facilitates the delivery of its highest priority services. A successful public library today plays multiple roles in the life of the community it serves. First, it provides access to the world of learning, knowledge and human creativity. Access to books and the printed word for all age groups continues to be the primary service expectation of many residents and remains a basic library function. As a corollary, library service to children introduces families to the joy of reading and establishes a foundation for a lifetime of reading. This role has expanded in recent years to include access to creative and informative works in many formats, including digital media and electronic content. Libraries are also a primary public gateway to online information, offering wireless and free access to the Internet.

Even as the library's role as a resource for physical and digital media continues to be important, its traditional role as a community destination and gathering place is also evolving and expanding. The public library now serves as the community's principal place for solitary reading and study as well as a venue for collaboration and group interaction. Book discussion groups, storytimes and educational talks are a few examples of the multitude of community events that draw significant participation. The library facility can and should offer residents a safe, and comfortable place to be. This can be a sanctuary for solitary reflection, a quiet workspace in which to complete a school assignment or a social space for connecting with peers. To perform these roles, the library needs appropriate space – for collections, for people, for programming and for functional operations.

Facility Recommendations

Notes on the Library Program

In addition to this narrative report, this facilities plan includes a library program—a series of interrelated spreadsheets that detail the contents of an expanded library. The program has three sections:

- *Summary:* An overview of the square footage in each area of the library.
- *Detail:* description of each element included in each proposed space.
- *Shelving:* the types of shelving proposed for each part of the collection, as well as other assumptions regarding shelving (percentage of each collection on the shelf, number of items that fit on one linear foot of shelving, etc.)

In this model, 70% of the building footprint is estimated to be used for the components of the library that are programmable or subject to choice (shelving, furniture, computers, desks, etc.). The remaining 30% is considered unassignable space or gross square footage, utilized for bathrooms, hallways, mechanical spaces, wall thicknesses and other necessary building elements. Thus, since the programmed space in this plan for the Yachats Public Library is 2,729 square feet, at 70% efficiency the total (gross) square feet is 3,756.

This model represents the ideal. It should be considered for future planning, even if current space restraints make it unlikely to be implemented soon. Potential adjustments will be discussed toward the end of this section.

Collections

The community needs access to a well-balanced collection in both print and digital media formats. Adequate shelving capacity is needed to support a balanced physical collection, so that materials can be shelved and displayed for convenient browsing. Shelving capacity needs to allow shelves to be kept 20% to 25% clear, so that there is readily available shelving space for incoming materials. The various collections of the library need to be shelved in appropriate locations within the overall space, clearly identified and easily found, and at heights appropriate to their target audiences. The bottom two shelves on most shelving units can be angled to allow browsers to easily view book spines.

While public interest in downloadable books and media continues to be strong, there is increasing evidence that use of digital media is complementing, not replacing, the use of books and other physical resources. Therefore, most public libraries currently plan their future collections assuming future use of both types of resources. The Yachats Public Library currently offers about 13,800 items (books, DVDs, etc.).

While many community members would like to see a larger physical collection, the need for access to a greater number and variety of items will be more economically achieved through participation in a resource sharing consortium, as has been discussed earlier in this assessment. Therefore, the collection utilized for this program is about the same as the current collection. Given the relatively large size of the collection, the library may want to consider reducing it further to free up space for other uses, particularly if the library enters into a materials sharing agreement with other Lincoln County libraries, which would significantly increase the materials available to Yachats library patrons.

To maintain desirable sight lines, accessibility and aesthetics, this plan recommends a maximum shelf height of 66″ for interior of the library and 45″ shelving for picture books and other materials for young children. Shelving height for adult materials along the library's

walls could potentially be increased to 78", but it should be noted that for older patrons, higher shelving can be a barrier to easy access to the collection.

This program assumes standard shelving wherever possible to maximize flexibility in the future. DVDs would be housed on regular shelves (vs. spinners); and magazines would be shelved using Demco Magboxes (https://www.demco.com/magbox), acrylic boxes that allow the current issue to be inserted in the front and displayed face out, with back issues behind.

Normally, the formulas utilized in this program would assume that the bottom shelves are empty, for two reasons: 1) this creates some capacity should the collection grow over time and 2) bottom shelves are often difficult for library patrons (particularly older ones) to access. However, given that space will be at a premium in an expanded library, and the stacks will already be losing a shelf due to the drop in height, this program utilizes the bottom shelf.

Computers and Technology

While patrons increasingly are bringing in their own devices (laptops, tablets and smartphones), for some, library computers are the only way to access the Internet for research, job seeking, and connecting with friends and family. This plan recommends seven computers (an increase in two computers), distributed in the following way:

- Adults: 1 stack end catalog, 4 public computer workstations (one with assistive technology; see discussion of accessibility issues above for details).
- Children: 1 stack end catalog, 1 early learning workstation.

Should the library be interested in providing more internet computers for public use without increasing the space needed, one option is to provide laptops or Chrome books for checkout within the library (or as circulating items). To accommodate personal devices, the new library should include access to power at every seating area.

Seating and Small Meeting Rooms

In a library facility, it is as important to provide space for people to use the building, as it is to provide space to house and display the collection. The preschool/family area needs chair seating for toddlers and their parents or caregivers. Adults need both table seating and lounge chairs for quiet reading of books and periodicals as well as concentrated work at a laptop. All seats should be adjacent to electrical power, with outlets located safely out of circulation paths.

Overall, this plan recommends an increase from 7 to 16 desk and lounge seats to offer appropriate work/study, collaboration and reading space for the community. The plan also includes one 1 – 2 person meeting room that can be used for tutoring, quiet study or small meetings.

Programming and Event Space

Library programs are a basic library service that complements the collection, attracts new users and provides the community with needed information on many topics. Dedicated space within the library is needed to provide an appropriate, accessible venue for these events, with seating to accommodate different groups of people. The primary programming space needs to be flexible and multipurpose, with stacking chairs, media projection equipment, adjustable lighting, access to a kitchen, and table and chair storage.

Even though the library is not far from the meeting room space in The Commons, it is advantageous for it to have its own multipurpose small meeting room. The library program, therefore, includes a 12 person meeting room, which can be used for storytimes, book groups, library programs or quiet study. (Accordingly, the children's area does not have a dedicated storytime area.) The meeting room is accompanied by a storage room where tables and chairs can be stored when they are not in use (during a storytime, for example). If desired, the meeting room walls could host temporary exhibits of local art.

Areas for Children and Youth

As noted above, the current library provides minimum amenities for children and teens beyond the book stacks. The new plan adds features that are designed for the interests and abilities of different age groups. Geared towards pre-K children and their caregivers, the Family Space features one early learning station (a computer workstation loaded with educational games appropriate for small children), added seating (including a 4-person toddler table and lounge chairs), and space for an interactive play/learn station. The area for school aged children includes lounge seating. Given the small size of the community's teen population, dedicated space for this population is focused on the collection, but computer access and seating and programming space are available elsewhere in the library.

Service Delivery

Given that the library is run by a small number of people, there is a great need to make all circulation and reference functions as efficient as possible. A primary service desk with stations for two staff or volunteers will support volunteer (and, ultimately staff) capacity to provide excellent customer service.

Public restrooms are included in the gross square footage (unprogrammed) portion of the program. If the library is renovated or rebuilt, these restrooms will be built to reflect ADA (Americans with Disability Act) standards, which is an important step towards ensuring access for all library users.

Staff/Volunteer Areas

The library program includes workstations for a library director and a volunteer (or two volunteers), and assumes that book processing and mending would occur there rather than at the front desk. The workroom also includes a kitchenette, a work/break table and general shelving and storage.

Friends of the Library

The program includes sales area for the Friends of the Library and a workspace that includes three sections of shelving for book processing (and online sales), a 6′ x 3′ work table and 50 square feet for donations and/or storage of processed books. While this is less storage space than the Friends of the Library have requested, it is still a relatively large Friends-dedicated space in relationship to the size of the overall building, and reflects the need to prioritize the public service functions of the library.

Site Selection

Should the City decide to relocate the library, suggested criteria for determining a viable location are listed below:

Accessibility:

- Located where many people within its service can easily reach it.
- Located on safe, accessible routes that can be utilized by multiple means of transportation (including on foot, public transit, bicycles, automobiles).
- Located near other community services and amenities.
- Offering adequate and safe parking.

Capacity:

- Of adequate size and configuration to accommodate the proposed building's programmed square footage, landscaping and parking.
- Compatible with future planned facilities/services.
- Offering access to infrastructure for technology and public utilities.

Environment:

- Offering access to the natural environment.
- Offering access to adequate natural light.
- Compatible with quiet library functions.

Visibility:

- Easily visible from the street.
- Proposed volume of the building is compatible with the existing neighborhood.
- Proposed building is compatible with neighborhood's historic context.

Economic Feasibility

- Initial cost of acquiring property is viable.
- Property/land is free of hazardous material, or such material is easily removed.
- Site preparation cost (demolition, environmental) is appropriate to overall budget.
- Functions as a catalyst for economic development.
- Potential for public or private partnerships to leverage additional funding.

Legal

- Zoning is appropriate for library use and there are no other government restrictions that would restrict library use.
- There are no easements or other legal or access considerations that would restrict use of the property or impose financial liability.

Possible Adaptations

As mentioned at the beginning of this section, some compromises may be needed if the library is to remain in the current building; the available space on the property may not be large enough to renovate to a size recommended in this model. Fortunately, the nearby Commons could help make up the difference. The collection, seating and computers would remain in the library, but meeting rooms and a storage area for the Friends of the Library could conceivably be located in the Commons. (If the meeting room is eliminated, additional space will need to be allocated in the children's area so that storytimes can be held there.)

Summary of Assessment Recommendations

The primary recommendations of this assessment are the following:

- Develop a consortium partnership with the Lincoln County Library District, which would include:
    - sharing books and other physical library materials with the seven other libraries in the Chinook Library Network;
    - adding downloadable books and audiobooks to the library's collection;
    - improving the library's collection and patron records with a more robust ILS (integrated library system) to better serve the community.
- Explore the viability of annexation to the Lincoln County Library District, which would increase tax support for the library's operating expenses, as well as offer all the benefits noted above.
- As an interim step prior to establishing a formal relationship with the Lincoln County Library District, consider offering downloadable books and audiobooks through direct membership in the Oregon Digital Library Consortium/Library2Go.
- Hire a library director to comply with new state requirements for all legally recognized public libraries in Oregon, better support the work of library volunteers and ensure the smooth operation of the library.
- Develop bylaws that state the specific powers and areas of oversight granted to the Library Commission by the City Council.
- Develop a Memorandum of Agreement between the City of Yachats and the Friends of the Library to clarify respective roles in overlapping areas (specifically: fundraising and public awareness).
- Develop and implement library policies in several key areas, including intellectual freedom, patron behavior, collection management and use of the internet.
- Improve the library's website so that it includes all the necessary components to be useable and informative to the community.
- Renovate or rebuild the library facility to increase seating, computers and meeting room capacity, improve staff/volunteer workspaces, and make the library ADA (Americans with Disabilities Act) accessible. The estimated needed square footage to meet these needs is 3,756, representing an increase of 1,380 square feet over the current space.

Other recommendations include the following:

- Install a door counter to capture visitor data.
- Create job descriptions for library volunteers.

- Consider whether differentiating between regular library cards and visitor cards (utilizing the Oregon Passport model) is desirable.
- Improve accessibility of current library by installing assistive technology on one of the library's four internet stations and ensuring it is wheelchair accessible.
- Review the Oregon Library Association's Public Library Standards for a full understanding of recommended best practices.

Conclusion

For decades, Yachats Public Library volunteers have worked together to create a remarkable community asset, and they are truly to be commended for their creativity and commitment. Given the changes in state law that require paid library staffing for legally established public libraries, the City of Yachats now has the opportunity to substantially improve library services as well as to better support its current and future volunteers. In addition, closer collaboration with the Lincoln County Library District will reap huge dividends with respect to the quantity and quality of library materials available to local residents.

With respect to its facility, the issues facing the Yachats Public Library are typical of libraries sharing its size and locale. According to the 2017 study *Rural Libraries in the United States: Recent Strides, Future Possibilities and Meeting Community Needs* by Brian Real and R. Norman Rose for the American Library Association:

> *Broadly speaking, rural libraries are small, and their buildings are less up-to-date…it makes sense that rural libraries are smaller, considering that they serve smaller population bases. However, this lack of space may limit the ability of these outlets to reconfigure their physical plant to follow broader library trends of incorporating new technologies and offering more public programming.*

This study goes on to report that in 2014, only 15% of rural libraries reported renovations within the last five years, compared to the national average of 21 – 33% of city libraries. Given that residents of rural communities generally have access to fewer cultural and educational resources, making their facilities the best they can be should be a high priority. An updated and expanded Yachats Public Library will significantly improve the quality of life in the Yachats community.

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Yachats Public Library Program

		Total Net Assignable Square Feet:		**2,629**
		Total Gross Square Feet @70% Efficiency:		**3,756**
Code	**General Area**	**Specific Area**	**SF**	**In GSF**
	Public Areas			
1.02	Public Areas	Lobby	28	
1.04	Public Areas	Restrooms	-	IN GSF
1.06	Public Areas	Service Desk	142	
1.08	Public Areas	Public Access Computers	145	
	Total		**315**	
	Adult Services			
2.02	Adult Services	Reading Area	209	
2.04	Adult Services	New Materials and Media	96	
2.06	Adult Services	Adult Collection	548	
	Total		**853**	
	Youth Services			
3.02	Youth Services	Family Space	340	
3.04	Youth Services	Children's Library	208	
3.06	Youth Services	Young Adult Library	12	
	Total		**560**	
	Meeting Areas			
4.02	Meeting Areas	Small Meeting Room	300	
4.04	Meeting Areas	Meeting Room Storage	51	
4.06	Meeting Areas	1 - 2 Person Study/Meeting Room	80	
	Total		**431**	
	Staff/Volunteer			
5.02	Staff/Volunteer /	Workstations	114	
5.04	Staff/Volunteer /	Workroom	131	
	Total		**245**	
	Support Areas			
6.02	Support Areas	Friends of the Library Workroom	122	
6.04	Support Areas	Storage (General)	36	
6.08	Support Areas	Janitorial Closet	67	
	Total		**225**	
	Grand Total		**2,629**	

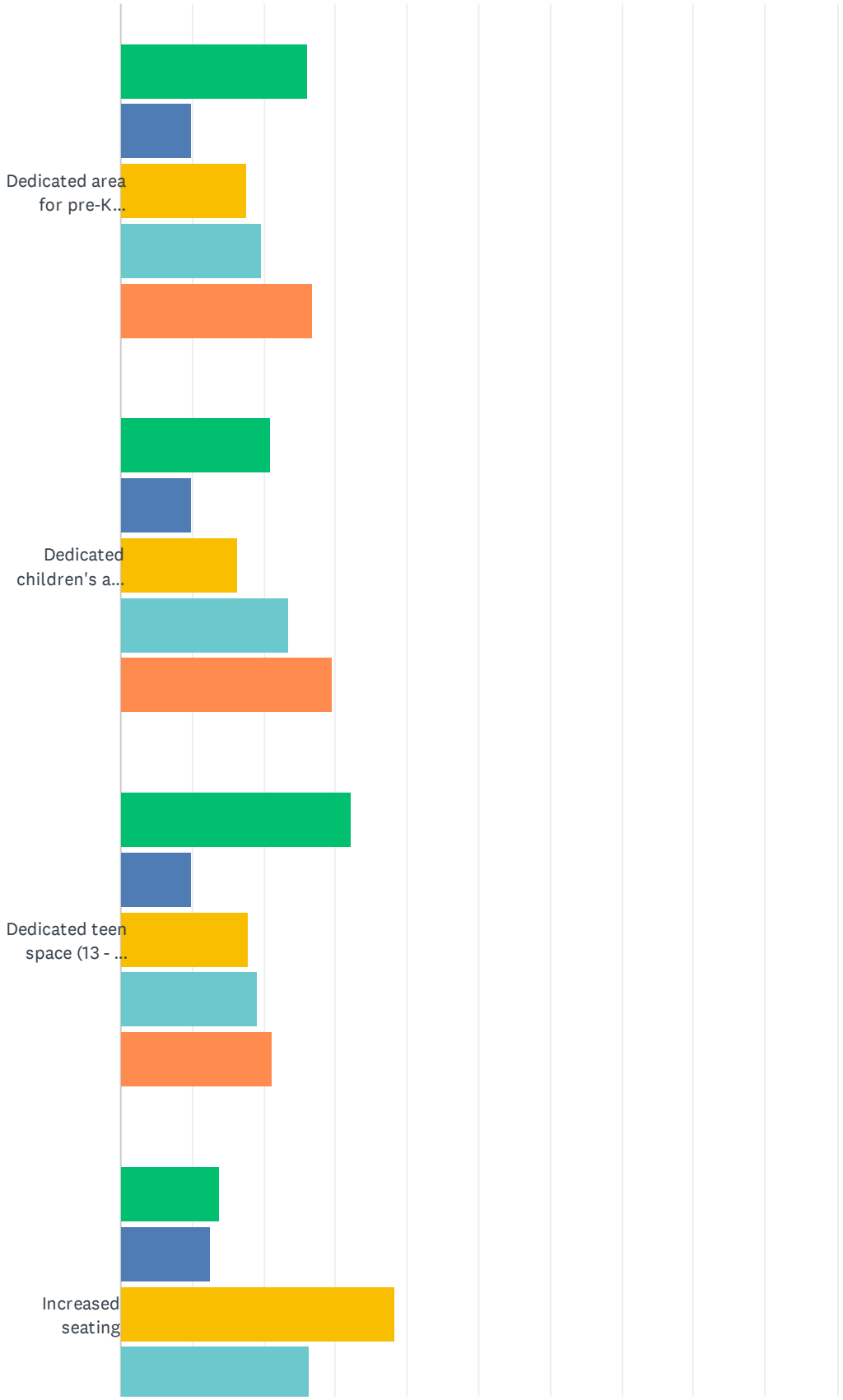
			Total Net Assignable Square Feet:				2,629
			Total Gross Square Feet @ 70% Efficiency:				3,756
Code	**General Area**	**Specific Area**	**Description**	**Qty**	**Unit**	**SF/Unit**	**SF**
1.02	Public Areas	Lobby	donor recognition display	1	unit	0	0
1.02	Public Areas	Lobby	shelving for Friends of the Library sales area (66")				12
1.02	Public Areas	Lobby	community information display uniot, wall, mounted, with brochures and racks, bulletin board, storage below. 4' x 4' x 1.25	1	section	16	16
		Lobby Total					**28**
1.04	Public Areas	Restrooms	1 or 2 restrooms	GSF	restroom		IN GSF
		Restrooms Total					**0**
1.06	Public Areas	Service Desk	staff counter positions with computer workstations	2	position	50	100
1.06	Public Areas	Service Desk	book truck parking	2	trucks	8	16
1.06	Public Areas	Service Desk	shelving for holds and supplies (66")	1	section	12	12
1.06	Public Areas	Service Desk	printer	1	printer	6	6
1.06	Public Areas	Service Desk	small fax/copy machine	1	machine	8	8
		Service Desk Total					**142**
1.08	Public Areas	Public Access Computers	computer workstations, sitdown	3	computer	35	105
1.08	Public Areas	Public Access Computers	wheelchair accessible computer workstation with adaptive technology	1	computer	40	40
		Public Access Computers Total					**145**
2.02	Adult Services	Reading Area	shelving for magazines (60"), with back issue storage behind current issues				12
2.02	Adult Services	Reading Area	shelving for newspapers (66")				7
2.02	Adult Services	Reading Area	lounge seats	4	seats	35	140
2.02	Adult Services	Reading Area	1 person table seats	2	seats	25	50
		Reading Area Total					**209**
2.04	Adult Services	New Materials and Media	shelving for new books (66")				36
2.04	Adult Services	New Materials and Media	shelving for adult DVDs (66")				36
2.04	Adult Services	New Materials and Media	shelving for audiobooks (66")				24
		New Materials and Media Total					**96**
2.06	Adult Services	Adult Collection	shelving for adult fiction (inc. science fiction, westerns) (66")				120
2.06	Adult Services	Adult Collection	shelving for adult mysteries (66")				96
2.06	Adult Services	Adult Collection	shelving for large print (66")				36
2.06	Adult Services	Adult Collection	shelving for adult nonfiction (66")				228
2.06	Adult Services	Adult Collection	online catalog @ stack end	1	catalog	6	6
2.06	Adult Services	Adult Collection	shelving for reference, Spanish (66")				12
2.06	Adult Services	Adult Collection	1 person table seats	2	seats	25	50
		Adult Collection Total					**548**
3.02	Youth Services	Family Space	shelving for picture books (45")				108
3.02	Youth Services	Family Space	shelving for EZ readers, juvenile media (66")				12
3.02	Youth Services	Family Space	lounge seats	2	seats	35	70
3.02	Youth Services	Family Space	4 place round toddler table	4	seats	15	60
3.02	Youth Services	Family Space	sit-down early learning station	1	computer	25	25
3.02	Youth Services	Family Space	area for play/interactive feature	1	space	50	50
3.02	Youth Services	Family Space	cabinet for puzzle and toy storage	1	unit	15	15
		Family Space Total					**340**
3.04	Youth Services	Children's Library	shelving for juvenile fiction (66")				84
3.04	Youth Services	Children's Library	shelving for juvenile nonfiction (60")				36
3.04	Youth Services	Children's Library	shelving for juvenile magazines (66")				12
3.04	Youth Services	Children's Library	lounge seats	2	seats	35	70
3.04	Youth Services	Children's Library	online catalog @ stack end	1	catalog	6	6
		Children's Library Total					**208**

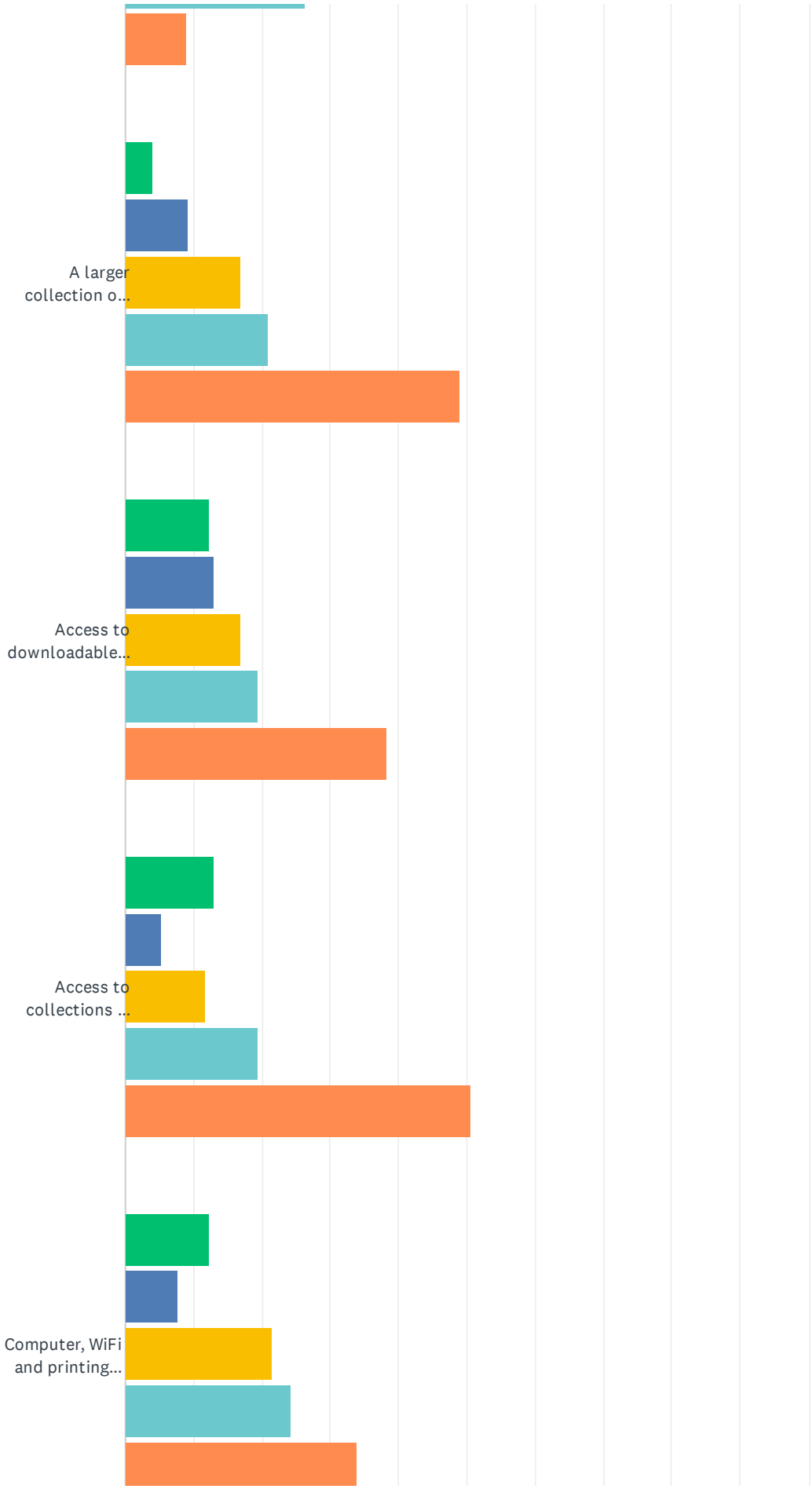
Code	General Area	Specific Area	Description	Qty	Unit	SF/Unit	SF
3.06	Youth Services	Young Adult Library	shelving for young adult materials (66")				12
		Young Adult Library Total					**12**
4.02	Meeting Areas	Small Meeting Room	12 seat meeting room/programming space	12	seats	25	300
4.02	Meeting Areas	Small Meeting Room	digital projector, ceiling mounted	1	unit	0	0
4.02	Meeting Areas	Small Meeting Room	large screen video monitor, wall mounted	1	monitor	0	0
		Small Meeting Room Total					**300**
4.04	Meeting Areas	Meeting Room Storage	chair dollies	2	dollies	6	12
4.04	Meeting Areas	Meeting Room Storage	space for tables (nesting)	4	table	6	24
4.04	Meeting Areas	Meeting Room Storage	circulation space	1	space	15	15
		Meeting Room Storage Total					**51**
4.06	Meeting Areas	1 - 2 Person Study/Meeting Room	1 - 2 person study/meeting room	2	seats	40	80
		1 - 2 Person Study/Meeting Room Total					**80**
5.02	Staff/Volunteer A	Workstations	Library Director's workstation (8' x 8')	1	wkstn	64	64
5.02	Staff/Volunteer A	Workstations	Volunteer workstation (7' x 7')	1	wkstn	50	50
		Workstations Total					**114**
5.04	Staff/Volunteer A	Workroom	book truck parking	2	trucks	6	12
5.04	Staff/Volunteer A	Workroom	shelving, 84" for book processing supplies, materials in process, snags and withdrawn materials	1	section	12	12
5.04	Staff/Volunteer A	Workroom	space for courier boxes (placeholder)	1	space	6	6
5.04	Staff/Volunteer A	Workroom	lateral file cabinet	1	cabinet	15	15
5.04	Staff/Volunteer A	Workroom	wall safe	1	safe	4	4
5.04	Staff/Volunteer A	Workroom	hand truck	1	trucks	3	3
5.04	Staff/Volunteer A	Workroom	materials return slot and bin (placeholder)	1	space	6	6
5.04	Staff/Volunteer A	Workroom	volunteer lockers, 6 per stack	1	stack	5	5
5.04	Staff/Volunteer A	Workroom	table, 6' x 3' with 2 chairs	2	table	15	30
5.04	Staff/Volunteer A	Workroom	work counter, 6' x 2', with double sink, undercounter refridgerator and dishwasher, cabinets above	1	kitchenette	30	30
5.04	Staff/Volunteer A	Workroom	microwave oven, on counter	1	unit	0	0
5.04	Staff/Volunteer A	Workroom	bulletin board, wall mounted	1	unit	0	0
5.04	Staff/Volunteer A	Workroom	trash and recycling bins	2	container	4	8
		Workroom Total					**131**
6.02	Support Areas	Friends of the Library Workroom	shelving for sorting, eBay sales	3	section	12	36
6.02	Support Areas	Friends of the Library Workroom	work table (6 ' x 3') for book sorting	1	table	30	30
6.02	Support Areas	Friends of the Library Workroom	book truck	1	trucks	6	6
6.02	Support Areas	Friends of the Library Workroom	clear space for donations	1	space	10	10
6.02	Support Areas	Friends of the Library Workroom	storage area for boxed (processed) books	1	space	40	40
		Friends of the Library Workroom Total					**122**
6.04	Support Areas	Storage (General)	shelving for misc. storage (84")	3	section	12	36
		Storage (General) Total					**36**
6.08	Support Areas	Janitorial Closet	shelving for supplies (84")	1	unit	12	12
6.08	Support Areas	Janitorial Closet	mop sink, with mop storage	1	space	25	25
		Janitorial Closet Total					**37**
6.08	Support Areas	Telecommunications	telecom equipment and patch panels, WiFi box	1	space	30	30
		Telecommunications Total					**30**
		Grand Total					**2,629**

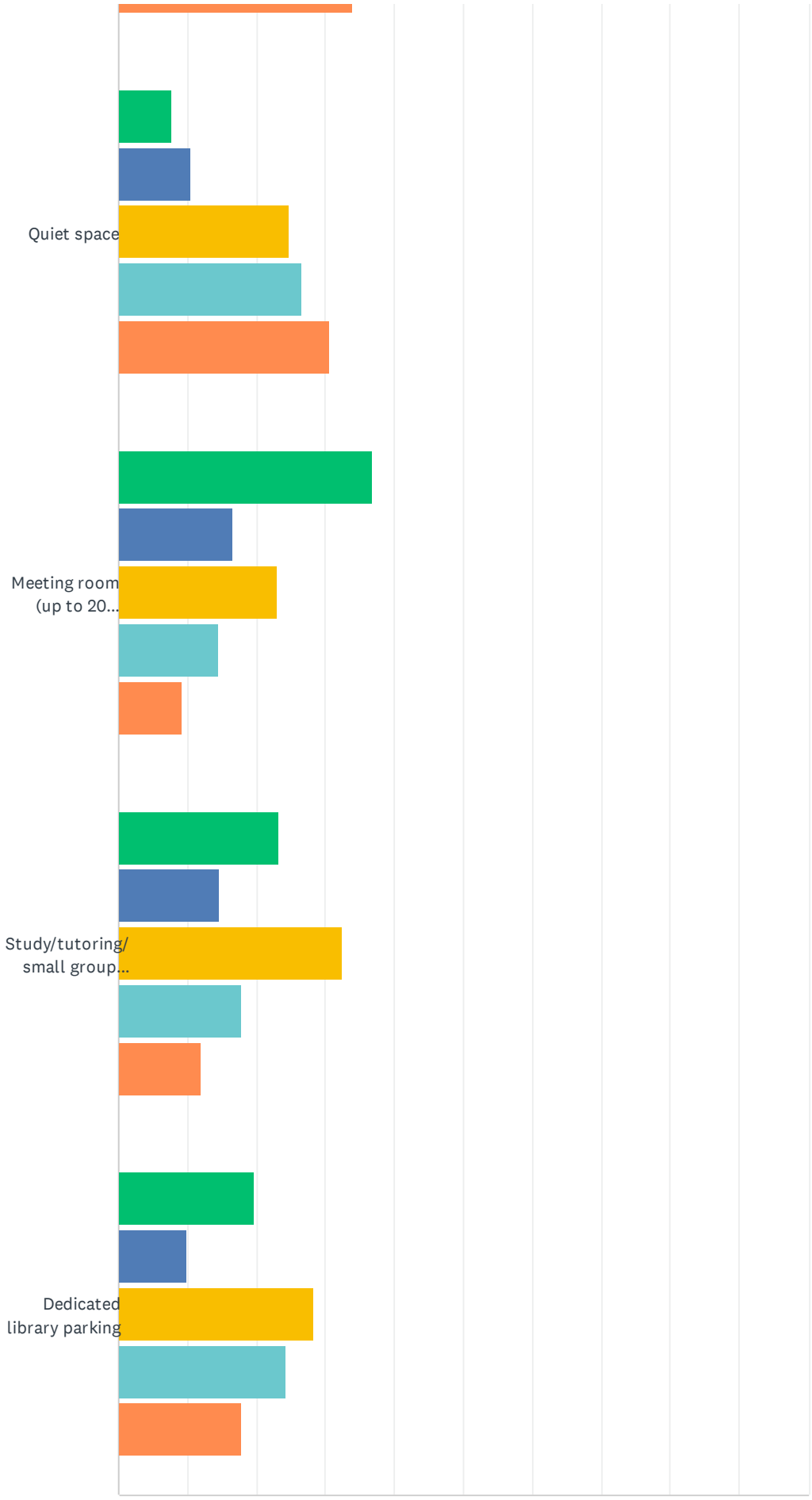
							Assumes 12 SF/single sided shelf, standard shelving is 3' x 1'					
General Area	**Specific Area**	**Description**	**Materials Count**	**% on Shelf**	**Items Shelved**	**Storage Type**	**Items / LF**	**Total shelves**	**No of Shelves or Items**	**Sections Needed**	**Section Type**	**SF**
Adult Services	Reading Area	shelving for magazines (60"), with back issue storage behind current issues	12	100%	12	Shelf	1	4	4	1	Single Sided	12
Adult Services	Reading Area	shelving for newspapers (66")	4	100%	4	Kiosk	0.67	4	4	1	Kiosk	7
Adult Services	New Materials and I	shelving for new books (66")	500	66%	330	Shelf	8	14	5	3	Single Sided	36
Adult Services	New Materials and I	shelving for adult DVDs (66")	1,100	66%	726	Shelf	15	16	6	3	Single Sided	36
Adult Services	New Materials and I	shelving for audiobooks (66")	500	70%	350	Shelf	10	12	6	2	Single Sided	24
Adult Services	Adult Collection	shelving for adult fiction (inc. science fiction, westerns) (66")	1,700	70%	1,190	Shelf	8	50	5	10	Single Sided	120
Adult Services	Adult Collection	shelving for adult mysteries (66")	1,400	70%	980	Shelf	8	41	5	8	Single Sided	96
Adult Services	Adult Collection	shelving for large print (66")	500	70%	350	Shelf	8	15	5	3	Single Sided	36
Adult Services	Adult Collection	shelving for adult nonfiction (66")	3,300	70%	2,310	Shelf	8	96	5	19	Single Sided	228
Adult Services	Adult Collection	shelving for reference, Spanish (66")	100	100%	100	Shelf	8	4	5	1	Single Sided	12
Adult Services Total												**607**
Youth Services	Family Space	shelving for picture books (45")	1,800	70%	1,260	Shelf	15	28	3	9	Single Sided	108
Youth Services	Family Space	shelving for EZ readers, juvenile media (66")	250	70%	175	Shelf	15	4	5	1	Single Sided	12
Youth Services	Children's Library	shelving for juvenile fiction (66")	1,600	70%	1,120	Shelf	10	37	5	7	Single Sided	84
Youth Services	Children's Library	shelving for juvenile nonfiction (60")	500	75%	375	Shelf	10	13	5	3	Single Sided	36
Youth Services	Children's Library	shelving for juvenile magazines (66")	8	100%	8	Shelf	1	3	5	1	Single Sided	12
Youth Services	Young Adult Library	shelving for young adult materials (66")	200	75%	150	Shelf	8	6	5	1	Single Sided	12
Youth Services Total												**264**
Grand Total												**871**

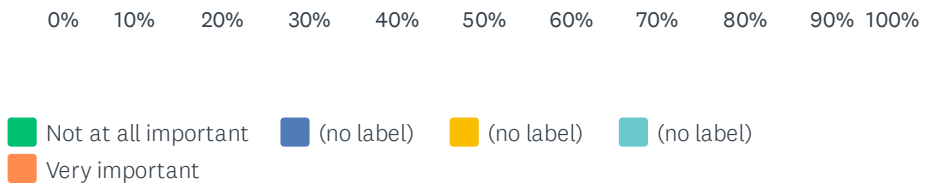
Q1 How important are the following features to you?

Answered: 156 Skipped: 0




A larger collection o...
Access to downloadable...
Access to collections ...
Computer, WiFi and printing...


Quiet space
Meeting room (up to 20...
Study/tutoring/ small group...
Dedicated library parking



	NOT AT ALL IMPORTANT	(NO LABEL)	(NO LABEL)	(NO LABEL)	VERY IMPORTANT	TOTAL	WEIGHTED AVERAGE
Dedicated area for pre-K children (0 - 5 years)	26.14% 40	9.80% 15	17.65% 27	19.61% 30	26.80% 41	153	3.11
Dedicated children's area (5 - 12 years)	20.92% 32	9.80% 15	16.34% 25	23.53% 36	29.41% 45	153	3.31
Dedicated teen space (13 - 18 years)	32.24% 49	9.87% 15	17.76% 27	19.08% 29	21.05% 32	152	2.87
Increased seating	13.89% 20	12.50% 18	38.19% 55	26.39% 38	9.03% 13	144	3.04
A larger collection of books, DVDs and audiobooks	3.92% 6	9.15% 14	16.99% 26	20.92% 32	49.02% 75	153	4.02
Access to downloadable e-books and audiobooks	12.34% 19	12.99% 20	16.88% 26	19.48% 30	38.31% 59	154	3.58
Access to collections of other libraries (via shared catalog)	12.99% 20	5.19% 8	11.69% 18	19.48% 30	50.65% 78	154	3.90
Computer, WiFi and printing area	12.42% 19	7.84% 12	21.57% 33	24.18% 37	33.99% 52	153	3.59
Quiet space	7.79% 12	10.39% 16	24.68% 38	26.62% 41	30.52% 47	154	3.62
Meeting room (up to 20 people)	36.84% 56	16.45% 25	23.03% 35	14.47% 22	9.21% 14	152	2.43
Study/tutoring/small group spaces (2 - 4 people)	23.18% 35	14.57% 22	32.45% 49	17.88% 27	11.92% 18	151	2.81
Dedicated library parking	19.74% 30	9.87% 15	28.29% 43	24.34% 37	17.76% 27	152	3.11

Q2 Tell us about any other features you would like to see in an improved library:

Answered: 61 Skipped: 95

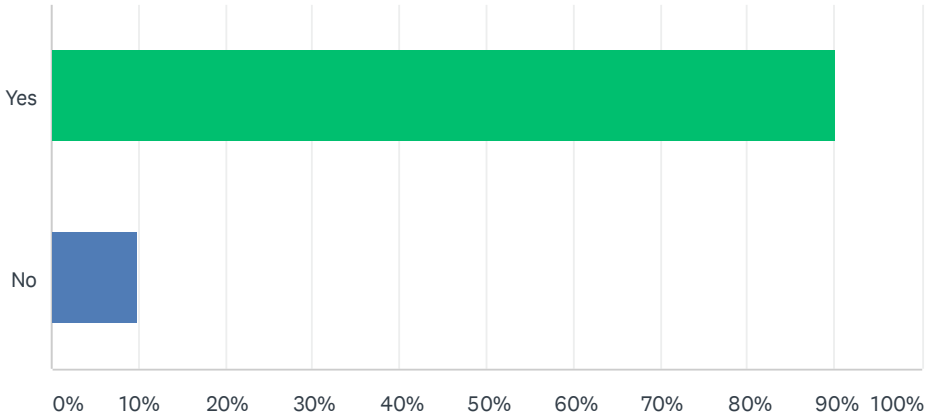
#	RESPONSES	DATE
1	I'm newer to the area I do live here full time and plan to live here a very long time, 30+ years. I have school age children now. So good natural sciences books that are age appropriate, good reading childrens books. As time goes by - I enjoy books about nature and health benefits of plants etc. Quiet places to study.	10/30/2020 4:30 PM
2	We've lived in Yachats almost 4 years & we just had a baby boy delivered at the hospital in Newport back in June, his name is Carter. We plan on raising our boy here in Yachats & hope to spend a lot of time here at the library with him. Is there such a thing as storytime? Maybe not enough kids? I would love to see something like story time for the kids &/or have an event (weekly) where kids can read to dogs (our on the lawn?)	10/30/2020 4:24 PM
3	Bring back computer table with power outlets.	10/26/2020 7:17 PM
4	I don't use the library much because it doesn't have books I'm interested in e.g. metaphysical. I have been a teacher.	10/26/2020 7:15 PM
5	repainting, expanding,better ambient lighting	10/26/2020 7:06 PM
6	I enjoyed telling visitors they could purchase books at the library. I've discovered new authors in that section myself.	10/23/2020 2:15 PM
7	Separate Wi-Fi seating with chargers.	10/22/2020 2:22 PM
8	Just because we don't need these spaces doesn't mean others don't. I responded as 2 senior residents with no kids visiting or in home - Meeting space might be important for many people.	10/22/2020 2:20 PM
9	I would LOVE a larger S.F./Fantasy section - Mercedes Lackey Orson Scott card etc.	10/22/2020 2:18 PM
10	Yachats has mostly older population but the town needs to be ready to accommodate younger people and children, especially if there are future affordable housing projects.	10/22/2020 2:15 PM
11	1.) At least one volunteer who is computer-literate. 2.) Perhaps even a computer - intro class for seniors. 3.) More historical biographies.	10/22/2020 2:11 PM
12	New building - former Bank building would be ideal. Could that idea be revisited? (That building is just sitting empty and wasted.)	10/22/2020 2:07 PM
13	Population of Yachats is elderly; little need for a children's library. We need more books! And a shared catalog with other libraries. Thank you!	10/22/2020 2:02 PM
14	Improved lighting. Different color walls.	10/22/2020 1:54 PM
15	Anything you can do to help children and families navigate Covid/disaster related distance learning.	10/22/2020 11:21 AM
16	[under "increased seating"] NOT SURE [under "larger collection..."] UPDATE TO DIGITAL	10/22/2020 11:19 AM
17	[note regarding ebooks and audiobooks] My hometown uses LIBBY	10/22/2020 11:17 AM
18	Hi, our house is for sale on Driftwood Lane, but after 12 years of 5 times/year summer visits & library use, felt I could answer your survey-- luck on improvements, Paula	10/22/2020 11:13 AM
19	A history of Books you take out of the library.	10/21/2020 1:13 PM
20	It would be nice if you could keep the book swap even post covid. People contribute interesting books that the library might never access.	10/21/2020 1:03 PM
21	Seating spread throughout a space (for health & safety reasons.) Windows that can be opened to circulate air. Levered door handles - easier to open with elbows when carrying books. Thanks	10/21/2020 12:58 PM
22	An Alsea/Indigenous books section - ideally local Nations/Tribes. ASL books (dictionary, books about American sign language, books written in ASL, etc.)	10/21/2020 12:54 PM
23	Areas for 0-5/5-12/13-18 can be same space w/designated times of use even w/ addition-space(s). Need to be flexible & multi-use...management of use!! You are not getting enough space to give everyone a room. Maybe a flex space for all groups @ designated times and other times available for 2nd quiet area or small meeting/dropin.	10/19/2020 3:59 PM
24	We are, and have been since 2005 (with a few years not here) volunteers for State Parks @	10/19/2020 3:45 PM

	Heceta Head Lighthouse. There is NO wifi @ Washburne campground, so the Yachats Public Library is very important to us. We plan to be back next year.	
25	Adult programming (author visits, etc.)	10/19/2020 3:40 PM
26	In some libraries I have seen coffee (barista) for sale and places to visit as well as read. I have no idea if it is profitable or a mess, but it's an interesting idea.	10/5/2020 4:01 PM
27	More "comfortable" seating.	9/30/2020 9:18 PM
28	I have always enjoyed libraries and have found the current library adequate, but would not go so far as to say that it does not need updating. The cost of any updates must be a prominent part of the discussion. This is especially important at this time. Public perception of how we spend limited funds is more crucial now than in the past.	9/23/2020 11:56 AM
29	Covid Safety Zones Temperature Scanners Covid Testing Supplies	9/22/2020 8:32 AM
30	The ability to do online and in-person research and not having to hit paywalls. If there is a way to find out about library access or to join with other libraries to offer this ability.	9/19/2020 8:13 AM
31	Community awareness of available library resources.	9/18/2020 3:13 PM
32	Just a question - there's a reference to the library expanding in a certain way. I thought this assessment was to determine what was really needed? I'm confused.	9/18/2020 1:59 PM
33	Not necessarily increased seating but *more comfortable* seating.	9/17/2020 8:02 PM
34	earlier hours	9/17/2020 6:18 PM
35	More user-friendly website including easier more intuitive reservation system. Overall improvements to make it more "modern."	9/17/2020 5:36 PM
36	A sheltered outside area	9/17/2020 12:15 PM
37	Dedicated section for Oregon history	9/17/2020 8:29 AM
38	Increased hours. Closing at 4pm is sometimes too early for me.	9/17/2020 8:28 AM
39	Access to collections of other libraries and catalogs is probably the #1 thing. And more books! The library as a quiet place is #2. As a noise sensitive person it is one of the few public spaces that is always safe and welcoming for me. It would be sad to see our Yachats library move towards resembling libraries in bigger cities where meeting areas and play spaces for kids become an increasing focus of the library. Those are fantastic things to have. But I'd love to see them belong in our Yachats commons. And the library to be a quiet place for books!	9/16/2020 9:20 PM
40	A person who stops what they're doing and walks over to you when you're standing at the desk for 10+ minutes waiting to ask for copies to be made. Better training so that volunteers know how to operate the copy machine.	9/16/2020 7:11 PM
41	Good sitting areas for reading newspapers	9/16/2020 4:53 PM
42	A gas fire place for cold, wet weather ambiance.	9/16/2020 4:49 PM
43	A pre k program!! Story time! There are so many activities for K-12 kids, but the library is such a great opportunity for little ones to get out and during hours when everyone is already in school. Please!!	9/16/2020 2:44 PM
44	Storage for books donated for the book sale.	9/16/2020 2:37 PM
45	connections with other local libraries and ability to access their catalogs.	9/16/2020 1:48 PM
46	I like that We provide for kids, but we personally don’t need that.	9/16/2020 1:20 PM
47	On-line ability to get audio books free via library card. E.G. “Libby” I had this in Illinois and it was great!	9/16/2020 12:54 PM
48	I would love online lending like Newport library does! I would use yachats library a lot more with online lending.	9/16/2020 12:47 PM
49	Proper organization of adult fiction. Alphabetical by author. Incorporate all genres and hard and paperback. Do not have separate sections for mystery, etc.	9/16/2020 11:38 AM

50	Computer support	9/10/2020 9:27 PM
51	Dedicated activities (i.e. book clubs, foreign language conversation groups, writing groups, etc.)	9/9/2020 2:43 PM
52	I hoped this would be a better chance to respond to more specific questions about what we'd like - would you prefer this or that. (Hours, for instance, or HOW do you use the library, not just "do you". And if so, why. If not why.) Also the link cited in the NewsTimes has a dash that makes it unavailable (btw.Library and Survey.)	9/9/2020 2:00 PM
53	Access to eBooks and library loans should be essential. Volunteers who understand computer systems essential	9/9/2020 12:51 PM
54	Paid library staff	9/8/2020 3:06 PM
55	More internet contact with patrons: what new books there are, maybe with brief reviews or plot synopsis.	9/7/2020 1:56 PM
56	separate children's library to become part of YYFAP and Preschool leaving whole building for adult library.	9/5/2020 11:41 AM
57	Like it as it is.	9/5/2020 10:45 AM
58	Would like to see Yachats library join the network with other local libraries. I use other libraries all the time but because Yachats refuses to join it cost me $45 yearly to use them	9/4/2020 6:00 PM
59	Reorganize the fiction section to be alphabetical by author only; not subdivided by genre .	9/4/2020 4:08 PM
60	ongoing book sale area , dedicated egonomic space to work on my own laptop.	9/4/2020 2:19 PM
61	The larger collection of books is the most important to me.	9/4/2020 2:08 PM

Q3 Do you use the Yachats library?

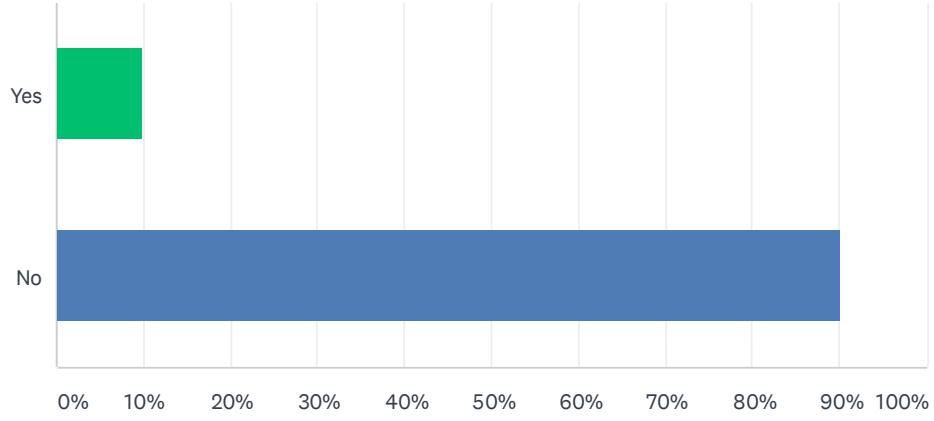
Answered: 153 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes	90.20%	138
No	9.80%	15
TOTAL		153

Q4 Do you have children living with you?

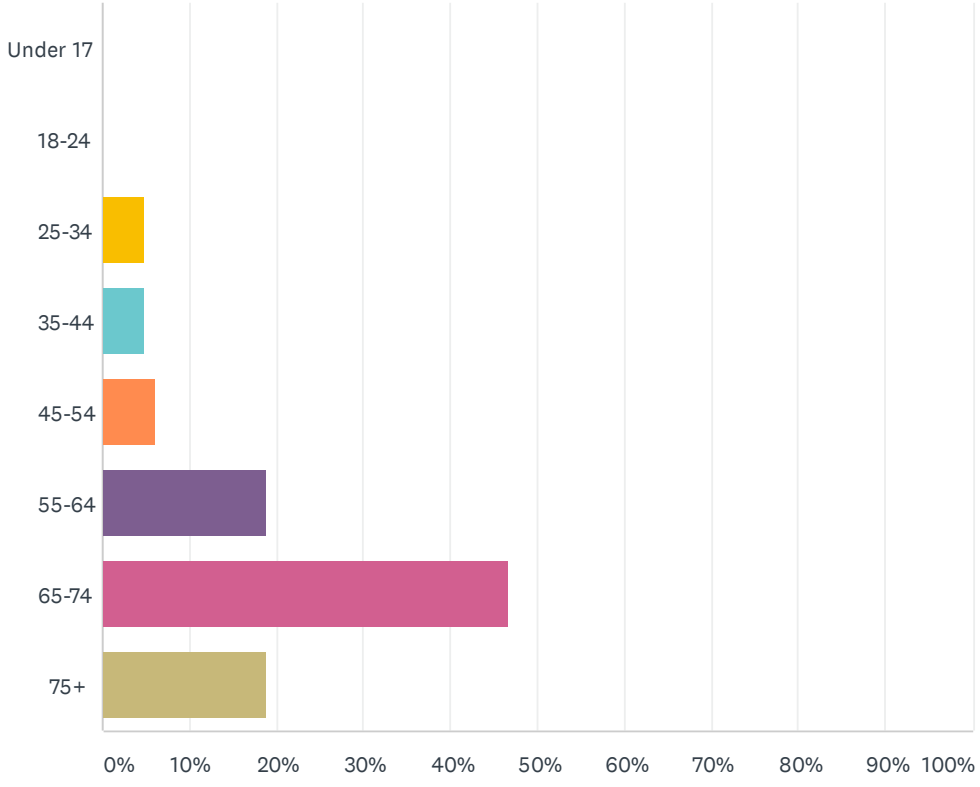
Answered: 152 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes	9.87%	15
No	90.13%	137
TOTAL		152

Q5 What is your age? (Circle one)

Answered: 148 Skipped: 8



ANSWER CHOICES	RESPONSES	
Under 17	0.00%	0
18-24	0.00%	0
25-34	4.73%	7
35-44	4.73%	7
45-54	6.08%	9
55-64	18.92%	28
65-74	46.62%	69
75+	18.92%	28
TOTAL		148

CITY OF YACHATS
POSITION DESCRIPTION

Department: Administration

Bargaining Unit: Represented

Reports to: City Manager

FLSA: Exempt

Position Title: Accounting Specialist

Salary Range:

Revised Date:

SUMMARY OF POSITION

The City of Yachats is committed to providing extraordinary public service through its multiple areas of responsibility. The Accounting Specialist provides executive-level assistance to the Chief Administrative Officer and performs related duties, as assigned. A high degree of ability to make independent and objective judgments, analyze consequences, and make and support recommendations based on detailed knowledge of policy, procedures and administrative guidelines is required.

The Accounting Specialist provides a wide variety of secretarial, technical, and advanced administrative-related tasks in support of the Chief Administrative Officer. Knowledge specific to calculating, recording and maintaining routine accounting information is required. The position ensures accurate documentation of City governmental activity, specifically financial transactions, accounts payable and receivable, personnel-file management, budget preparation and analysis, and attention to legal requirements for financial records.
The work requires discretion, and independent judgment, knowledge of City activities, and the ability to conduct independent projects.

The Accounting Specialist combines responsibility for financial records and official documents with administrative support to the Chief Administrative Officer. The position requires knowledge of accounting procedures and is document-oriented. Incumbent may perform the work of the Chief Administrative Officer in his or her absence.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Identify new or alternative sources of funding, administer program funding, assist in negotiating, preparing, and monitoring contracts.
- Receive funds, record amounts received, prepare records of transactions and record data, and balance accounts. Prepare bank deposits. Receive and reconcile monthly bank statements. Prepare and maintain records for all fixed assets of the City.

This job description in no way states or implies that these are the only duties to be performed by an employee occupying this position. Employees are required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor. Requirements are representative of minimum levels of knowledge, skills and abilities. To successfully perform this job, the employee will possess the abilities or aptitudes to perform each duty proficiently

- Gather, review and enter payroll data, including time sheets and leave records. Communicate with employees to obtain or clarify information. Processes tax payments for both federal and state. Prepares and processes PERS and insurance documents for all employees.
- Recommend and implement system changes to enhance funding potential and budget control; create and maintain a fixed assets structure.
- Provide informed input on matters relating to the annual operating budget.
- Provide informed input on departmental policy decisions, based on training, observations and experience.
- Attend Council, committee and commission meetings, as deemed necessary by the Chief Administrative Officer. Keep the Chief Administrative Officer advised of the affairs and needs of the City and its various departments, via daily communications, either verbally or in writing.
- Assist in the annual preparation of the City Budget, as well as ensuring throughout the year that revenue and expenditures are recorded accurately, and limitations are observed.
- Assist in establishing position descriptions, salary ranges and implementing labor agreements.
- Provide administrative and technical support to the Chief Administrative Officer, Mayor and City Council.
- Exercise tact, patience and professional courtesy while acting on behalf of the City.
- Attend various meetings, as appropriate, as a representative of the City of Yachats.
- Prepare professional correspondence or reports for review by Chief Administrative Officer.
- May perform other duties such as recording liens, work with vendors on rate issues and other tasks as assigned

AUXILIARY JOB FUNCTIONS

- Represent the City of Yachats by providing excellent customer service in responding to the public, citizens, its employees, and others in a prompt, professional, respectful, and courteous manner while continuously maintaining a positive customer service demeanor, including being knowledgeable in answering questions from the diverse internal and external team members and the public.
- Maintain work areas in a clean and orderly manner and follow all safety rules and procedures established for work areas.
- Assists other staff and department projects as assigned by supervisor.
- Performs other related duties as assigned by supervisor.
- Provide support to City Council and to City commissions and committees as assigned.
- Train with assigned staff to perform back-up support and assist other departments as necessary by performing other related duties as assigned.
- May provide assistance to other City personnel as needs of the City dictate.
- Must maintain work areas in City Hall in a clean and orderly manner.

SUPERVISION RECEIVED AND EXERCISED

- Work is performed under the general supervision of the Chief Administrative Officer. Work may be reviewed upon completion, or as issues occur, for accuracy, timeliness and conformance to laws, rules, policies and procedures.

This job description in no way states or implies that these are the only duties to be performed by an employee occupying this position. Employees are required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor. Requirements are representative of minimum levels of knowledge, skills and abilities. To successfully perform this job, the employee will possess the abilities or aptitudes to perform each duty proficiently

DRAFT

- The Accounting Clerk may act as a lead worker or trainer, at the Chief Administrative Officer's request.

MINIMUM QUALIFICATIONS

Education and Experience

- A Bachelor's degree in a related field is preferred, but not required.; or
- Can demonstrate a history of progressively responsible administrative support and/or records management experience ~~is required~~.
- Experience in observing and enforcing strict confidentiality rules, as well as experience in meeting tight deadlines is required.
- Governmental practices, accounts payable and receivables, and payroll experience is preferred, but not required.

Other

- Be qualified to be bonded for the performance of duties of the office, cost of bonding paid by the City.
- Possess or obtain a valid Oregon Driver's License within 90 days of hire date.
- Must have reliable transportation in order to travel as assigned.
- Must successfully complete a criminal history background and driving record check.

SKILLS AND ABILITIES

Knowledge of:

- Possess, or obtain in a timely fashion, a working knowledge of the principles and practices of public administration for government operations, government organization, and government work processes
- Proper English usage, grammar, spelling, and punctuation to prepare professional correspondence
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Requires advanced knowledge of software programs that support this level of work. Must communicate effectively and generate easy-to-understand reports appropriate for the targeted audience.
- Computerized, double-entry bookkeeping and accounting, and the ability to learn fund accounting.
- Business language, writing and mathematics. Willingness to learn municipal budget process and local government structure.
- Obtain and maintain specialized knowledge of the principles, legal requirements and techniques applicable to job responsibilities.

Skills In:

- Establishing and maintaining positive, cooperative, and effective working relationships with diverse internal and external team members, citizens, businesses, and community organizations.

This job description in no way states or implies that these are the only duties to be performed by an employee occupying this position. Employees are required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor. Requirements are representative of minimum levels of knowledge, skills and abilities. To successfully perform this job, the employee will possess the abilities or aptitudes to perform each duty proficiently

DRAFT

- Providing exemplary customer service and conflict resolution for internal and external customers.
- Exercising thoroughness and attention to detail to develop and maintain accurate, detailed files and records.

Ability to:

- Exercise good time management skills in order to accomplish both daily tasks and on-going projects.
- Work independently on assigned tasks, handle multiple projects and a high volume of work in a timely manner, with frequent distractions
- Organize and structure own work, and exercise initiative.
- Gather, organize and analyze data and information and draw conclusions and formulate recommendations.
- Maintain regular job attendance and adherence to working hours.
- Perform the essential functions of the job with, or without, reasonable accommodation.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Maintain confidentiality and be discreet in handling and processing confidential information and data.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Exercise restraint at appropriate times and communicate with sensitivity in political situations and/or conversations.
- Communicate effectively using both verbal and written forms.
- Must be able to work independently, using initiative and judgment to correctly complete tasks, and to generate accurate, appropriate, and timely documents on a daily basis.
- Learn fund accounting.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands listed below represent those that must be met by an incumbent to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with qualified disabilities to perform the essential functions.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle; and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in and walking

between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects necessary to perform job functions.

- Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Irregular work hours may be required.
- While performing the duties of this position, Accounting Clerk is frequently required to sit, stand, bend, kneel, stoop, communicate, reach and manipulate objects. The position requires mobility. Duties may involve moving materials weighing up to ten pounds on a regular basis and occasionally items such as files, boxes, equipment and occasionally heavier items. Manual dexterity and coordination are required over 50 per cent of the work period, while operating equipment such as a computer keyboard, calculator and standard office equipment.
- Most of work period occurs under usual working conditions where the noise level is typical of most office environments with telephones, personal interruptions and background noise. Overnight travel is not typically required but may occur for conference attending or training.

DRAFT

CITY OF YACHATS
POSITION DESCRIPTION

Department: Administration

Reports to: City Manager

Position Title: Planner

Revised Date:

Bargaining Unit: Not Represented

FLSA: Non-exempt

Salary Range: $27.00-$35.00/Hour

SUMMARY OF POSITION

The City of Yachats is committed to providing extraordinary public service through its multiple areas of responsibility. The Planner, under general direction, provides varied and complex planning services to the City of Yachats' citizens.

The Planner supports and performs professional planning activities within the areas of current and long-range planning. Work involves assisting with everyday planning tasks, including, but not limited to, working with the public to answer questions related to zoning, land use, and code violations, evaluating land use applications and reviewing building permits, preparing staff reports, and presenting to commissions and/or City Council. The work requires extensive public contact, the frequent use of tact, discretion, and independent judgment, knowledge of Yachats activities, and the ability to conduct independent projects.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Working knowledge of Oregon's Statewide Land Use Planning Goals, and awareness of Coastal Management Program.
- Plan, direct, and administer activities related to current and long-range planning for and Yachats. May work in development, administration, and/or enforcement of State, Regional, and Local land use regulations and policies.
- Attend and participate in Planning Commission and City Council meetings. May be responsible for developing training and work session material, Staff Reports, Presentations, Findings, and Final Orders of Approval.
- Perform professional level land use planning work at multiple levels: front counter customer service, research and analysis of land use applications, preparation of reports and presentations, interaction with other staff and community members.
- Communicate effectively, both orally and in writing with individuals and groups, and understand that confidentiality is sometimes required of the position and must be honored.

This job description in no way states or implies that these are the only duties to be performed by an employee occupying this position. Employees are required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor. Requirements are representative of minimum levels of knowledge, skills and abilities. To successfully perform this job, the employee will possess the abilities or aptitudes to perform each duty proficiently

- Demonstrates openness to constructive feedback and suggestions, provided to strengthen work performance.
- Contribute to a positive, respectful, and productive work atmosphere.
- Regular attendance is required to meet the demands of this job and to provide necessary services.

AUXILIARY JOB FUNCTIONS

- Represent the City of Yachats by providing excellent customer service in responding to the public, citizens, its employees, and others in a prompt, professional, respectful, and courteous manner while continuously maintaining a positive customer service demeanor, including being knowledgeable in answering questions from the diverse internal and external team members and the public.
- Maintain work areas in a clean and orderly manner and follow all safety rules and procedures established for work areas.
- Assist with department projects as assigned by supervisor.
- Performs other related duties as assigned by supervisor.
- Provide support to City commissions and Council as assigned.
- Train with assigned staff to perform back-up support.

SUPERVISION RECEIVED AND EXERCISED

- This Position receives general supervision from the City Manager.
- This position may provide training, orientation, or direct team or volunteer work depending upon resources.

MINIMUM QUALIFICATIONS

Education and Experience

- Bachelor's degree in urban planning, public policy, business administration, or a related field;Master's degree in a related field is preferred;
  OR
- Any satisfactory equivalent combination of education, experience and training which demonstrates the knowledge, skills and abilities to perform the job

Other

- Possess or obtain a valid Oregon Driver's License within 90 days of hire date.
- Must have reliable transportation in order to travel as assigned.
- Must successfully complete a criminal history background and driving record check.

SKILLS AND ABILITIES

Knowledge of:

- Federal and State grant programs, community development principles and practices, and local and statewide land use practices.

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- One or more of the following programs: Land Use Planning, Community and/or Economic Development, Public Meeting Facilitation, Comprehensive Planning, Coastal Zone Management
- Computer-based software programs that support this level of work.
- Proper English usage, grammar, spelling, and punctuation to prepare professional correspondence.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- Yachats area and Yachats way of governing, or a commitment to promptly acquiring this knowledge.

Skills In:

- Working with planning commissions, city councils, elected officials, and the general public on planning and permitting issues.
- Communicating clearly and effectively, both orally and in writing, including making presentations to diverse audiences at public meetings.
- Establishing and maintaining positive, cooperative, and effective working relationships with diverse internal and external team members, citizens, businesses, and community organizations.
- Providing exemplary customer service and conflict resolution for internal and external customers.
- Thoroughness and attention to detail to develop and maintain accurate, detailed files and records.
- Conducting research.
- Reading and understanding documents.

Ability to:

- Exercise good time management skills in order to accomplish both daily tasks and on-going projects.
- Work independently on assigned tasks, handle multiple projects and a high volume of work in a timely manner, even with frequent distractions.
- Organize and structure own work, and exercise initiative.
- Design and facilitate group visioning, goal setting, planning and decision-making processes.
- Gather, organize and analyze data and information, and draw conclusions and formulate recommendations.
- Maintain regular job attendance and adherence to working hours.
- Perform the essential functions of the job with, or without, reasonable accommodation.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Maintain confidentiality and be discreet in handling and processing confidential information and data.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work. Seek, build, and maintain critical partner relationships.
- Exercise restraint at appropriate times and communicate with sensitivity in political situations and/or conversations.
- Develop historical memory and understand nuance in the application of code.
- Apply codes in a fair and equitable manner.

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PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands listed below represent those that must be met by an incumbent to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with qualified disabilities to perform the essential functions.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle; and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in and walking between work areas and to properties may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects necessary to perform job functions.

- Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Irregular work hours may be required.

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This letter is in support of expanded hours for a City of Yachats Planner

I believe that to address many long-term issues and to assist the planning commission in forward thinking planning, we need an individual for more than sixteen hours. Thirty-two hours would be more appropriate until the years-long backlog of planning needs is addressed. After that, a planner could serve the role of new-building compliance inspector and perform other typical planning tasks including economic development, and low-income housing development.

Here are some of the planning responsibilities that are not currently addressed in Yachats.

- Inform builders and owners of Yachats specific building codes during the design process and emphasize their importance to the community.
- Regularly inspect new builds to ensure as-built matches as-approved and complies to Yachats code. Lincoln Country inspectors are not familiar with Yachats specific code and do not ensure compliance.
    - One example: The uncompleted house next to us just installed non-directional external lights. A city planner could have counseled the owners on pending ordinances that will prohibit this.
- Ensure items addressed in the Comprehensive Plan are written into Yachats code. For example, the 2010 plan calls for a Tree Ordinance, forest land encroachment rules and viewshed/ridgeline protection to name a few. These and other items have not been addressed. (Note: re. viewshed protection. The city of Asheville in conservative North Carolina enacted viewshed controls when they realized that new ridge buildings impacted their tourist appeal and thus revenue.)

Other issues might include:

- Inventory and monitoring of wetlands within the city.
- Water detention tied to building and streets, so we limit dumping water directly into the ocean
- Standards for impervious surface to lot size
- Standards for large multi-unit developments. I would ask that all councilors review the preliminary approval for Elk Mountain development to see if they are comfortable with those plans in 2021.

Water availability specific: I was surprised by councilor Stott's statement that water availability would limit growth. As far as I know, there is nothing in Yachats code that can prevent development due to water limitations. In fact, it is my understanding that the city is required to provide adequate water and sewer services. A planner could help develop:

- Either code limiting development to available water supply or, more viably, working with the Water Lead to develop IGA or identify land appropriate for storage required by new developments.
- Enforceable rules to see that short-term rentals grandfathered under the Oregon building code (built prior to 1974) have water saving fixtures.

Thank you for your consideration.

Craig Berdie
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