



Department of Public Works
Park Avenue Waterline Improvements
Spring 2024

Notice to Contractors

Sealed bids will be opened and publicly read at the City of Talent, City Hall, 110 East Main Street, Talent, OR 97540 at 2:00 PM on Thursday, April 18th, 2024, for the above referenced project. Bids must be submitted to City Manager, Gary Milliman at the same address prior to 2:00 PM PDT on the above date. Subcontractor Disclosure forms must be submitted prior to 4:00 PM PDT on the same date. Proposals received after the time fixed for opening will not be considered.

Bidders must be prequalified on or before the bid opening date in order to be eligible for award. Pre-qualification must be at least one of the following: City of Medford or the Oregon Department of Transportation. If the bidder is disqualified in any of these jurisdictions, the bidder will be ineligible for this contract.

Award of contract will not be final until the later of: 1) Three (3) business days after the City of Talent announces Notice of Intent to Award; or, 2) the City of Talent provides a written response to each timely protest, denying the protest and affirming the award.

Complete digital contract documents are available at <http://www.rh2.com/bidding> under the Bidding Tab. The complete digital contract documents may be downloaded for a \$22.00 non-refundable fee by inputting the **QuestCDN Project #9060242** on the website. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. **Bidders must add their name to the plan holders list at time of document purchase to be eligible to bid.**

All prospective bidders must provide a valid e-mail address and be added to the Plan Holders List by obtaining a paper copy of the documents or downloading the documents from www.questcdn.com. Notification of Addenda issuance will be issued via email to the addresses listed on the Plan Holders List. Bid results will be made available on the city's website: www.cityoftalent.org.

Each bid proposal shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, postal money order, or surety bond in an amount equal to at least five (5) percent of the amount of such bid proposal. Checks shall be made payable to the City of Talent. Should the successful bidder fail to enter into such contract and furnish satisfactory performance and payment bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Talent.

COST ESTIMATE: \$100,000 - \$130,000

This project consists of the following improvements: Construction of approximately 360 LF of 8-inch ductile iron water main to replace an existing 4-inch water line from the intersection of Park Avenue and Sunny Street, and Park Avenue to the intersection of Lapree Drive and Park Avenue. This includes three (3) connections to the existing system, the replacement of five (5) water meters, and the installation of one (1) fire hydrant.

Work shall begin no earlier than May 6, 2024, and must be completed within 45 days from the Notice to Proceed. Please direct all questions to Jeff Ballard, PE at (541) 301-1555 or Jballard@rh2.com.

No bid will be received or considered by the City of Talent unless bidder signs the bid proposal.

Bids must identify whether the bidder is a resident bidder, as defined in ORS 279A.120.

The City of Talent may not consider a bid for a public improvement contract unless the bidder is licensed by the Construction Contractors Board.

The City of Talent may reject any bid not in compliance with all public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375, and may reject for good cause any or all bids upon a finding by the City of Talent that it is in the public's interest to do so.

PUBLISHED:

Daily Courier: April 4, 2024

Daily Journal of Commerce: April 4, 2024

Instructions to Bidders

Bids will be received by the City of Talent (hereinafter called City) at the City office located at 110 E. Main Street, or via mail at Post Office Box 445, Talent, Oregon 97540, until 2:00 P.M., Pacific Daylight Time, Tuesday, April 18th, 2024, and shall be publicly opened at that location immediately upon closing.

Each bid must be submitted in an opaque, sealed envelope, addressed to Gary Milliman, City Manager, City of Talent, at the above address. Each bid must be plainly marked on the outside of the envelope with the name of the bidder, the City's address and "**Park Avenue Waterline Improvements**". Bids not so marked may be disqualified. If forwarded by mail, the sealed envelope containing the bid must be contained in another envelope addressed to the City at the address listed above. Faxed or electronically submitted bids shall be refused as non-responsive.

Bidders must be prequalified on or before the bid opening date in order to be eligible for award. Pre-qualification must be at least one of the following: City of Medford or the Oregon Department of Transportation. If the bidder is disqualified in any of these jurisdictions, the bidder will be ineligible for this contract.

Contract terms, conditions and Project specifications for this Project (Project Documents) may be examined at the City office located at 110 E. Main Street, Talent, Oregon 97540.

All bids must be submitted on the required bid form. All blank spaces for bid prices must be completed in ink and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. To be considered, each bid must be accompanied by a bid bond or certified check in the amount of 5% of the bid.

Contractor must comply with all federal, state, and local laws or regulations dealing with the prevention of environmental pollution and preservation of natural resources that affect the performance of the Contract.

1. Source of Funding

Work under this contract is funded by the City.

2. Non-Compliant Bids

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements. Any bid failing to certify compliance with ORS 279C.800 to 279C.870 *et seq.* will not be received or considered by City. All bids must identify whether the bidder is a resident bidder as defined in ORS 279A.120. The City may reject for good cause any and all bids upon finding it is in the public interest to do so. Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or any authorized postponement per City Public Contracting Rule 137-049-0320. Any bid received after the closing time and date specified above shall not be considered. No bidder may withdraw a bid within forty (40) days after the actual date of the bid opening. Should there be reasons why the contract cannot be awarded within the specified time, the time may be extended by mutual agreement between the City and the bidder.

3. Bidder Responsibilities

Before submitting a bid, each bidder must:

- (a) Examine the contract documents thoroughly;
- (b) Visit the site, so that the bidder may familiarize itself with local conditions which may, in any manner, affect cost progress, or performance of the Work;
- (c) Be familiar with state, federal, and local laws, ordinances, rules and regulations which may, in any manner, affect cost, progress or performance of the Work; and,
- (d) Study and carefully correlate bidder's observations with the contract documents.

4. Instructions for First-Tier Subcontractor Disclosure

Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor furnishing labor or labor and materials would be 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 either in its Bid submission, or within two hours after Bid Closing:

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

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 accompanying form.

THE CONTRACTING AGENCY MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE (see City Public Contracting Rule 137-049-0360).

5. The Importance of Bids and Contract Documents

The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with each of the requirements listed above and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. The plans for the Project provide bidders a delineated description of the land owned and the area involving easements. Bidders are to scrupulously follow these boundaries and not encroach upon, in any manner, property owned by any other person.

The contract documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the City or any other person is not binding upon the City and shall not affect the risks or obligations assumed by the Contractor or relieve Contractor from fulfilling any conditions of this solicitation or the contract, once executed, unless confirmed by written addendum or contract amendment.

6. Requests for Clarification/Addenda

All questions about the meaning or intent of the contract documents shall be submitted to the City representative in writing. If merited, replies may be issued by addendum, mailed or delivered to all parties recorded by the City representative as having received the bidding documents, per City Public Contracting Rule 137-049-0250. Requests for changes and clarifications shall be submitted in accordance with City Public Contracting Rule 137-049-0260. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. Performance and Payment Bonds

A performance bond and a payment bond, in the forms attached, each in the amount of 100% of the contract price, with a corporate surety approved by the City, will be required for the faithful performance of the contract. Attorneys in fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their Power of Attorney. All bonding companies must be authorized to do business in the State of Oregon.

8. City Investigation of Bidder

The City may make such investigations as deemed necessary to determine the ability of the bidder to perform work. In determining the lowest responsible bidder, City shall check the list created by the Construction Contractors Board under ORS 701.227 for bidders who are not qualified to hold a public improvement contract and determine whether the bidder has met the standards of responsibility. City shall also consider the following factors and may disqualify any person as a bidder if it finds the bidder:

- (a) Does not have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
- (b) Does not have a satisfactory record of performance. The City shall document the record of performance of a bidder if the City finds the bidder not to be responsible under this paragraph (b);
- (c) Does not have a satisfactory record of integrity. The City shall document the record of integrity of a bidder if the City finds the bidder not to be responsible under this paragraph (c);
- (d) Is not qualified legally to contract with the City; or,
- (e) Has not supplied all necessary information in connection with the inquiry concerning responsibility.

Each bidder shall promptly supply information as requested by the City pursuant to such investigation. If a bidder fails to promptly supply information requested by the City concerning responsibility, the City shall base the determination of responsibility upon any available information or may find the bidder not to be responsible. Failure to supply such information may be grounds for disqualification.

9. Registration and Licenses

No bid for a construction contract shall be received or considered by the City unless the bidder is registered and in good standing with the Construction Contractors Board or licensed and in good standing with the State Landscape Contractors Board, as required by ORS 671.530. Bidders need not be licensed to work with asbestos, under ORS 468A.720.

10. Protests

Award and solicitation protests shall be submitted in accordance with City Public Contracting Rules 137-049-0260(3) and 137-049-0450(4), respectively.

11. Process

City anticipates awarding the Contract within 10 business days after the scheduled opening.

The bidder to whom the contract is awarded will be required to execute the agreement and obtain the performance and payment bonds within ten (10) calendar days from the date when notice of award is delivered to the bidder. The notice of award shall be accompanied by the necessary agreement and bond forms. In case of a failure of the bidder to execute the agreement, the City may, at its option, consider the bidder in default in which case the bid bond accompanying the bid shall become the property of the City.

The City, within ten (10) days of receipt of an acceptable performance bond, an acceptable payment bond, and the required agreements signed by the successful bidder, including proof of insurance as required by the contract documents, shall sign and return to the successful bidder an executed duplicate of the agreement and notice to proceed. If the 10-day notice to proceed has not been issued within the 10-day period, or within a period mutually agreed upon, the Contractor may terminate the agreement without further liability on the party of either party. Such termination shall be by written notices and will be effective upon receipt by the City.

The award will be made to the prevailing highest ranked contractor by the Review Committee. The Contractor shall submit to the City representative by the last calendar day of each month a partial payment estimate for work performed during the prior pay period. The cutoff date for work performed shall be the 26th day of the month in which a fully detailed payment estimate is submitted after review by Engineer and Staff. The City will then approve and authorize payment of partial payment estimates approved by the City representative at its regular monthly City Council meeting.

12. Certification of Non-Discrimination

The Bidder shall deliver to the City written certifications, as part of the bid, pursuant to ORS 279A.110(4), that the Bidder has not discriminated and will not discriminate against minority, women, or emerging small business enterprises in obtaining any required subcontracts. Failure to include this certificate shall be grounds for bid disqualification.

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Bid Form

City of Talent
Park Avenue Waterline Improvements
Talent, Oregon 97540

This bid is submitted to the City of Talent, 110 E. Main Street, Talent, Oregon 97540.

- 1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into a Construction Agreement with the City in the form included in the contract documents and to complete all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the contract documents.
- 2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with disposition of bid security. This bid may not be amended or withdrawn and is subject to acceptance for forty (40) days after the date of bid opening. The successful bidder will sign the Construction Agreement and submit the security and other documents required by the contract documents within ten (10) days after the date of City's Notice of Award.
- 3. In submitting this bid, bidder represents as more fully set forth in the Construction Agreement, that:

(a) Bidder has examined copies of the contract documents and the following addenda:

Date: _____	Number: _____
Date: _____	Number: _____
Date: _____	Number: _____
Date: _____	Number: _____

and also copies of the advertisement or Invitation to Bid and Instructions to Bidders;

- (b) Bidder has examined the site and locality where the Work is to be performed, the applicable legal requirements (federal, state, and local, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of work, and has made such independent investigation as bidder deems necessary;
- (c) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself any advantage over any other bidder or the City;
- (d) The City does not have to award any contract based on the bids submitted. Any award which the City makes will be on the basis of the Review Committee.

4. Bid Quantities and Specifications and Totals

ITEM #	SPEC#	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
200 TEMPORARY FEATURES AND APPURTENANCES						
10	210	Mobilization	LS	1		
20	225	Temporary Work Zone Traffic Control, Complete	LS	1		
30	280	Erosion and Sediment Control	LS	1		
300 ROADWORK						
40	305	Construction Survey Work	LS	1		
50	310	Removal of Structures and Obstructions	LS	1		
60	310	Asphalt Pavement Saw Cutting	LF	800		
1100 WATER SUPPLY SYSTEMS						
70	1140	8-Inch Ductile Iron Pipe with Restrained Joints and Class E Backfill	LF	195		
80	1140	8-Inch Ductile Iron Pipe with Class E Backfill	LF	205		
90	1140	6-Inch Ductile Iron Pipe with Restrained Joints and Class E Backfill	LF	9		
100	1140	8-Inch Connection to 8 Inch Existing Main	EA	2		
110	1140	8-Inch Connection to 6 Inch Existing Main	EA	1		
120	1140	Ductile Iron Pipe Tee, 8-Inch	EA	2		
130	1140	Ductile Iron Pipe 45, 8-Inch	EA	3		
140	1140	Ductile Iron Pipe Cap, 8-Inch	EA	2		
150	1150	8 Inch Gate Valve	EA	1		
160	1150	6 Inch Gate Valve	EA	1		
170	1160	Hydrant Assembly	EA	1		
180	1170	1 Inch Water Service Connection Piping	LF	82		
190	1170	Relocate 1 Inch Water Meter Assembly	EA	5		
Construction Total:						

Bidder will complete the entire Project for the following not to exceed total price of:

\$ _____

5. Bidder agrees to prepare the site and perform the labor necessary to complete the construction Project which will be substantially completed in accordance with the plans and specifications attached hereto within 90 days after the Notice to Proceed.
6. Bidder acknowledges that bidder has reviewed the provisions of the Construction Agreement as to liquidated damages which may be assessed in the event of failure to complete the Work on time and has considered those potential damages in formulating this bid.
7. The following documents are attached to and made a condition to the bid:
 - a) Required bid security in the form of a bid bond or certified check in the amount of 5% of the bid;
 - b) Non-Collusion Affidavit;
 - c) Affidavit of Contractor or Subcontractor Prevailing Wages;
 - d) First Tier Subcontractor Disclosure Form (attached to the bid or submitted to the City Within two (2) hours after bid closing).
 - e) Mitigation Measure

8. Bidder agrees and certifies as follows:
 - (a) The provisions of ORS 279C.800 relating to the prevailing wage rates, will be complied with;
 - (b) Bidder is a resident of the State of _____ as defined in ORS 279A.120;
 - (c) The provisions of ORS 305.385 relating to Oregon tax laws will be complied with;
 - (d) Bidder has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any subcontracts required under this Contract, or against a business enterprise owner controlled by, or that employs, a disabled veteran as defined in ORS 408.225;
 - (e) All employers, including bidder, that employ subject workers who work under the Construction Agreement shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Bidder shall ensure that each of its subcontractors complies with these requirements;
 - (f) Bidder is registered and in good standing with the Construction Contractors Board in accordance with ORS 701.035 to 701.055;
 - (g) All subcontractors performing work as described in ORS 701.005(2) will be registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

9. Communications concerning this bid shall be addressed to:

Bidder: _____

Submitted this _____ day of _____, 2024.

 (Corporate Name) (Company Name)

(Corporate Seal, if any)

By: _____
(Name of person authorized to
Sign, or Title)
Business Address: _____

Phone: (_____) _____
State of Incorporation: _____
Oregon Contractor Board No.: _____

ATTEST:

Secretary of bidding corporation

Notice of Award

To: _____

PROJECT description: City of Talent (City)
Park Avenue Waterline Improvements

The City has considered the bid submitted by _____ (Contractor) for the above described Project in response to its advertisement for bids dated [weekday], _____, 2024, and Instructions to Bidders.

Contractor is hereby notified that its bid in the amount not to exceed of _____

_____ (amount in written form)

(\$ _____) has been accepted by the City.

Contractor is required by the Instructions to Bidders to execute the Construction Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this notice.

If Contractor fails to execute the Construction Agreement and to furnish the required bonds and certificates of insurance within ten (10) days from the date of this notice, City will be entitled to consider all Contractor's rights arising out of City's acceptance of Contractor's bid as abandoned and as a forfeiture of Contractor's bid bond. City will be entitled to such other rights as may be granted by law.

Please return an acknowledged copy of this Notice to Award to City.

DATED this _____ day of _____, 20____.

CITY OF TALENT

By: _____

* * * * *

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by _____

_____ on this _____ day of _____, 20____.

By: _____

Title: _____

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Notice to Proceed

TO: _____ Date: _____

City of Talent (City)
Park Avenue Waterline Improvements

_____ (Contractor) is hereby notified to commence Project in accordance with the Construction Agreement dated _____, 20____, on or before _____, 20____, and Contractor is to be substantially complete by _____, 20____. The date of final completion for all work is _____, 20____.

Please return an acknowledged copy of this Notice to Proceed to City.

CITY OF TALENT

By: _____

* * * * *

ACCEPTANCE OF AWARD

Receipt of the above Notice to Proceed is hereby acknowledged by _____ on this _____ day of _____, 20____.

By: _____

Title: _____

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First-Tier Subcontractor Disclosure Form

PROJECT NAME: Park Avenue Waterline Improvements

BID #: _____

BID CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____
5) _____	\$ _____	_____
6) _____	\$ _____	_____

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Form submitted by (bidder name): _____

Contact name: _____

Phone No.: _____

Email: _____

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Bidder's Performance and Payment Bond Statement

_____ (Contractor) is submitting a bid City of Talent (City) pursuant to the City's advertisement for bids dated Monday, April 1st, 2024.

Contractor certifies that, if it is awarded the contract, Contractor has the financial ability to obtain good and sufficient bonds in the forms attached, issued by a surety to the City, each in a sum equal to the amount of the bid providing for the faithful performance of the contract.

Contractor understands and agrees that if Contractor fails to provide either the required performance bond or payment bond, the City may reject the bid and the bid bond submitted with the bid may be forfeited.

The surety requested to issue the performance bond will be _____ (Surety Company). Contractor authorizes Surety Company to disclose any information to City concerning Contractor's ability to supply a performance bond in the amount of the contract.

The surety requested to issue the payment bond will be _____ (Surety Company). Contractor authorizes Surety Company to disclose any information to City concerning Contractor's ability to supply a payment bond in the amount of the contract.

(Name of Contractor)

By: _____

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Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "PRINCIPAL", and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

(Oregon representative for service of process for Surety)

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

City of Talent
110 E. Main Street
Talent, Oregon 97540

hereinafter called "OWNER", in the not to exceed total amount of _____
(insert here a sum
_____ Dollars (\$ _____) for the
equal to the contract price)

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

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

NOW, THEREFORE:

1. The condition of this obligation is such that, if PRINCIPAL shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

3. It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, the Contract, or any Loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

4. Whenever PRINCIPAL shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or shall promptly:

- a) Arrange for the PRINCIPAL, with consent of the OWNER, to perform and complete the contract;
- b) Complete the Contract in accordance with its terms and conditions, or
- c) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by OWNER and the SURETY jointly of the lowest responsible bidder, arrange for a contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth above. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by OWNER to PRINCIPAL under the Contract and any amendments thereto, less the amount properly paid by OWNER to PRINCIPAL.

5. Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

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

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

ATTEST:

PRINCIPAL

(SEAL)

(Witness to PRINCIPAL)

(Address)

(PRINCIPAL) Secretary

By: _____

(Address)

(SURETY)

ATTEST:

_____	By _____
(Witness to SURETY)	(Attorney-in-Fact)
_____	_____
(Address)	(Address)
_____	_____

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

If CONTRACTOR is partnership, all partners must execute Bond.

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

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Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of
Principal Place of Business):

CONTRACT

Effective Date of Agreement:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTEST: _____
Signature

ATTEST: _____
Signature

Title

Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by paragraph 4 is provided by Owner to Contractor or to Surety that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

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

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

FOR INFORMATION ONLY:

Name, Address, and Telephone:

Surety Agency or Broker:

Owner's Representative (Engineer or other):

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Agreement

THIS AGREEMENT is made this _____ day of _____, 20__ by and between the City of Talent, hereinafter called Owner, and _____, hereinafter called Contractor, in consideration of mutual covenants hereinafter set forth, agree as follows:

This contract is for a public work subject to the state Prevailing Wage Rates.

Prevailing Wage Rates for Public Works Contracts in Oregon (BOLI)
Effective: January 1, 2024, including pertinent amendments

Information on Prevailing Wage Rates at: www.oregon.gov/boli

1. **Work.** Contractor shall complete all work as specified in the contract documents and in accordance with the documents and drawings provided for the Project known as the "Rapp Road Reservoir Waterline Construction".
2. **Materials.** Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. **Contract Time.** The Work will commence within ten (10) calendar days after the date of notice to proceed and will be completed by the Contractor by _____, 20__, unless the period for completion is extended otherwise by the contract documents or by written agreement of the parties.
4. **Contract Price.** Owner shall pay Contractor for performance of the Work in accordance with the documents the sum of not to exceed \$_____ as shown in Contractor's bid.
5. **Liquidated Damages.** Owner and Contractor acknowledge and agree that if substantial and final completion of the Work is not achieved by the contract times for such completion, the amount of Owner's actual loss of use damages will be difficult, and impractical or impossible to determine. Accordingly, the parties agree that if substantial and final completion is not achieved by the agreed dates of substantial completion and/or final completion, as adjusted pursuant to the contract documents, the Contractor shall pay to Owner as liquidated damages for the loss of use of the Project the following amounts:
 - 1) The sum of Five Hundred Dollars (\$500) for each partial or full day of delay beyond the deadline for substantial completion; and
 - 2) The sum of Five Hundred Dollars (\$500) for each partial or full day of delay beyond the deadline for final completion.

The parties further acknowledge and agree that the daily sums and liquidated damages to be paid as set forth above are reasonable and that the payment of such liquidated damages is not intended to nor constitutes a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against Contractor including but not limited to actual delay damages.

6. **Progress Payments.** Owner shall make progress payments on the basis of the Contractor's application for payment as approved by the Owner's representative on or about the last day of

each month during construction as provided herein. All progress payments shall be on the basis of progress of the Work measured by the schedule of values provided for in Section 19 of the General Conditions. Prior to substantial completion, progress payments will be an amount equal to not more than 95% of the Work completed and 95% of the materials and equipment not incorporated in the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made. Upon substantial completion, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the contract price, less such amounts as the Owner shall determine in accordance with Section 19 of the General Conditions. Final payment shall be upon final completion and acceptance of the Work. Approved partial payment estimates shall be reviewed and approved at the next regularly scheduled Council meeting.

7. **Contract Documents.**

All work will be completed in accordance with the requirements and provisions of this agreement, and the following which are attached to and incorporated in this agreement.

AGREEMENT DOCUMENTS ENTITLED:

PARK AVENUE WATERLINE IMPROVEMENTS

The term "contract documents" means and includes the following:

- a) Invitation to Bid;
- b) Instructions to Bidders;
- c) Bid;
- d) Bid Bond;
- e) First-Tier Subcontractor Disclosure Form;
- f) Wage Determination, Davis-Bacon Federal Wage Rates;
- g) Oregon Prevailing Wage Rates – Effective January 1, 2024 including pertinent amendments;
- h) General Conditions;
- i) Payment Bond;
- j) Performance Bond;
- k) Notice of Intent to Award;
- l) Notice to Proceed;
- m) Drawings and Specifications attached;
- n) Change Orders;
- o) Proof of Insurance
- p) Mitigation Measures
- q) Alternates

8. **Contractor's Representations.** In order to induce Owner to enter into this agreement, Contractor makes the following representations:

- (a) Contractor has familiarized itself with the nature and extent of the contract documents, work, locality, and with all local conditions and any federal, state, and local laws, ordinances, rules, and regulations which, in any manner, may affect cost, progress, or performance of the Work;
- (b) Contractor has studied carefully all reports, investigations, and tests of subsurface and latent physical conditions at the site which may affect cost, progress, or performance of work and which were relied upon in the preparation of the drawings and specifications;
- (c) Contractor has made or has caused to be made examinations, investigations, tests and studies of reports and related data, in addition to those referred to in paragraph (b), which Contractor deems necessary for the performance of the Work,

determination of the contract price, and completion of the Project within the contract time in accordance with the other terms and conditions of the contract documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes;

- (d) Contractor has reconciled the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the contract documents;
- (e) Contractor has given the Owner's representative written notice of all conflicts, errors or discrepancies which he has discovered in the contract documents and the written resolution thereof by the Owner's representative is acceptable to the Contractor.

9. Miscellaneous.

- (a) No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party to this contract without the written consent of the parties sought to be bound; and specifically but without limitation, monies which may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- (b) This Agreement shall be binding upon all parties to the contract and their respective partners, successor, heirs, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contractual documents.

THIS AGREEMENT is effective on the _____ day of _____, 20____.

OWNER:

CONTRACTOR:

By: _____

By: _____

Address for giving notices:

Address for giving notices:

ATTEST:

ATTEST:

Agent for Service of Process
License # _____

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General Conditions

Section 1. Definitions. Whenever used in these General Conditions or in the other contract documents, the following terms have the meanings indicated which are applicable in both the singular and plural or masculine or feminine thereof:

1. **Addenda.** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the contract documents, Drawings and specifications by additions, deletions, clarifications, or corrections.
2. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
3. **Bonds.** Bid, performance and payment bonds and other instruments of security.
4. **Change Order.** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the Agreement.
5. **Contract Price.** The total monies payable to the Contractor under the terms and conditions of the contract documents.
6. **Contract Time.** The number of calendar days stated in the contract documents for completion of the Work.
7. **Contractor.** The person, firm, or corporation with whom the Owner has executed the Agreement.
8. **Drawings.** The part of the contract documents which show the characteristics and scope of the Work to be performed and are referred to in the contract documents.
9. **Owner's Representative.** That person appointed by the City Council of the Owner to act as the Owner's Representative in all matters relating to this contract.
10. **Field Order.** A written order issued by the Owner's Representative which orders minor changes in Work not involving an adjustment in the contract price or an extension of the contract time.
11. **Substantial Completion.** The date certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the contract documents so that the Project or a specified part can be utilized for purposes for which it is intended.
12. **Subcontractor.** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
13. **Supplier.** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design but who does not perform labor at the site.
14. **Work.** All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the Project.
15. **Written Notice.** Any notice to any party to the Agreement, or relative to any part of this Agreement, in writing is considered delivered and service completed when posted by certified mail or registered mail to the party at the party's last given address as shown on the

Agreement, or when delivered in person to the party or the party's authorized representative on the worksite.

Section 2. Preliminary Matters.

1. Delivery of Bonds. When the Contractor delivers the executed Contract Documents to the Owner, Contractor shall also deliver to Owner such bonds as the Contractor may be required to furnish.
2. Copies of Documents. Owner shall furnish to Contractor up to three (3) copies of the contract documents. Additional copies will be furnished upon request at the cost of reproduction.
3. Commencement of Contract Time. The contract time will commence to run on the day indicated in the Notice to Proceed.
4. Contractor's Liability Insurance. The Contractor shall, at all times during the term of this Agreement, obtain and maintain continuously, at its own expense, and file with the Project Manager and the City's Insurance Agent, evidence of a policy or policies of insurance as enumerated below and as included in Appendix C for railroad right of entry:
 - (a) Commercial General Liability Insurance - A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form: (CG0001) or equivalent, including all the usual coverages known as, Premises/Operations Liability, Products/Completed Operations, Contractual Liability, Independent Contractors Liability, Stop Gap/Employers Contingent Liability, Fire Legal Liability, Designated Construction Projects (CG2503).

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -

\$ 2,000,000	General Aggregate
\$ 1,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage
\$ 1,000,000	Stop Gap/Employers Liability/Each Incident/Disease

Any deductible or self-insured retention must be disclosed and is subject to approval by the City and/or Council. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor. Such coverage shall be Primary and Non-Contributory.

- (b) Business Automobile Liability - A policy of Business Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA0001) or equivalent, with the minimum limit of:

Bodily Injury and Property Damage -
\$ 1,000,000 per accident
 - (c) Excess Liability Insurance - A policy of Excess liability Insurance above the primary general and automobile liability policies that will provide a total limit of insurance of \$2,000,000. The excess policy must be at a minimum as broad as the primary policies.
 - (d) Subconsultants - Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate evidence of insurance as stated above for each sub-consultant. All coverage for sub-contractors shall be subject to all the requirements stated herein and applicable to their profession.
5. Builders Risk Insurance. Contractor shall purchase and maintain builders risk property insurance upon the project work for the full cost of replacement as of the time of any loss and

include any Subcontractors as an Additional Insured, as their interests may appear. This insurance shall insure against loss from the perils commonly known in the insurance industry as "All Risks" of physical loss or damage including, but not limited to, the following: Earthquake; Flood, Fire, Theft, Vandalism; Testing (hot and cold); Boiler & Machinery Perils consisting of boiler explosion, electrical injury and mechanical breakdown; and resultant loss from faulty workmanship.

Coverage shall include all materials, supplies, and equipment that are intended for specific installation in the project while such materials, supplies and equipment are located at the project site, in transit or while temporarily located away from the project site. Coverage shall also include the value of site preparation.

Contractor and City mutually waive all rights against each other, any Subcontractors, separate Companies, if any, and any of their Subcontractors, for loss or damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. This waiver shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, whether or not the person or entity paid the insurance premium directly or indirectly, and whether or not the person or entity had an insurance interest in the property damaged.

6. Insurance. Before undertaking any Work on the Project, Contractor shall obtain and, during the life of this Agreement, Contractor shall maintain the following minimum public liability and property damage insurance naming the Owner as an additional insured, which shall protect the Owner and the Contractor from claims for injuries, including accidental death, as well as from claims for property damage which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents whether such performance is by Contractor or any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - (a) Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000. Railroad work insurance requirements are included in Appendix C and are required for work within the railroad rights of way.
 - (b) Statutory workers' compensation and employer's liability insurance for the State of Oregon.

Contractor shall provide the Owner with certificates of insurance before undertaking any Work on the Project. Insurance policies shall not be amended, canceled or terminated without 30-days prior written notice to the Owner.

7. Owner Insurance. The Owner shall be responsible for purchasing and maintaining its own liability insurance. Owner shall also purchase and maintain property insurance upon the Work at the site to the full insurable value thereof and shall include the interest of the Owner, Contractor and Subcontractors in the Work against the perils of fire and extended coverage. All other risk of loss at the Work site shall be borne by Contractor until acceptance of building by Owner.
8. Subrogation Waiver. Owner and Contractor waive all rights against each other, their agents and any Subcontractors and their agents and employees for damages caused by fire or other perils to the extent covered by insurance provided for in this Section. The Contractor shall require similar written waivers from each Subcontractor and each such waiver shall be in favor of all other parties enumerated in this paragraph.

Section 3. Contract Documents.

1. The contract documents comprise the entire agreement between Owner and Contractor concerning the Work. They may be altered only by written modification, as provided in this Agreement.
2. The contract documents are complementary; what is called for by one is binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the contract documents, Contractor shall report it to the Owner's Representative in writing at once and before proceeding with the Work affected by the conflict.
3. It is the intent of the specifications and Drawings to describe the complete Project to be constructed in accordance with the contract documents. Any Work which may reasonably be inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual or code in effect at the time of the opening of the bid, except as may be otherwise specifically stated. However, no provision of any reference, standard, specification, manual or code shall change the duties and responsibilities of the Owner, Contractor, or any of their agents or employees from those set forth in the contract documents. Clarifications and interpretations of the contract documents shall be issued by the Owner's Representative.
4. Re-use of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, Supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, specifications, or other documents which are a part of this contract. They may not be reused by any party without the express written consent of the Owner and of the preparer of the Drawings.

Section 4. Materials, Service, and Facilities.

1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
3. All materials and equipment shall be of good quality and new except as otherwise provided in the contract documents.
4. Equivalent Materials and Equipment. Whenever materials or equipment are specified or described in Drawings or specifications by using the name of proprietary item or the name of a particular manufacturer, fabricator, Supplier or distributor, the name of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, Suppliers, or distributors may be accepted by the Owner's Representative if sufficient information is submitted by Contractor to allow the Owner's Representative to determine that the material proposed is equivalent to that named.

5. Contractor shall be fully responsible for all acts and omissions of its Subcontractors and of persons and organizations directly or indirectly employed by Contractor and any Subcontractor and of persons or organizations for whose acts any of them may be liable to the same extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in these documents creates any obligation on the part of the Owner to pay or to see to the payment of any monies due any Subcontractor or other person or organization except as may otherwise be required by law.

Section 5. Fees, Taxes and Permits.

1. Contractor shall pay all applicable royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner harmless from loss on account thereof.
2. All permits and licenses, required for construction shall be obtained at the expense of Contractor. Owner shall assist the Contractor when necessary in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work and which are applicable at the time of Bid opening. Contractor shall pay all charges of utility service companies for connections to the Work. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws of the place of the Project. Railroad permit cost is included in Appendix C.

Section 6. Survey, Permits, and Regulations.

1. Owner shall furnish all boundary surveys and establish all base lines for locating principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the contract documents. From the information provided by Owner, unless otherwise specified in the contract documents, Contractor shall develop and make all detailed surveys needed for construction such as slope stakes, stakes for piling locations, and other working points, lines, elevations and cut sheets.
2. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, Contractor shall be charged with the resulting expense and shall be responsible for any mistakes which may be caused by unnecessary loss or disturbance.

Section 7. Protection of Work, Property and Persons.

Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, or provide the necessary protection to prevent injury, damage, or loss, to all employees on the worksite and other persons who may be affected. Contractor shall also be responsible for all safety precautions regarding all Work and all materials or equipment to be incorporated into the Work, whether in storage on or off the site, and the property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or any for whose acts any of them may be liable except for acts directly attributable to Owner or Owner's Representative or any person employed by either of them whose acts are not attributable directly or indirectly in whole or in part to the fault or negligence of Contractor.

Section 8. Supervision by Contractor.

The Contractor will supervise and direct the Work. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will employ and maintain on the Work a qualified supervisor who shall have been designated in writing by Contractor

as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to the supervisor shall be as binding as if given to Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

Section 9. Changes in Work.

Owner, at any time the need arises, may order changes in the Scope of Work without invalidating the Agreement. If such changes increase or decrease the amount due under the contract documents, or the time required for performance of the Work, an equitable adjustment shall be authorized by a written Change Order signed and approved by Owner. Owner or its representatives may also, at any time, by issuing a Field Order, make changes in the details of the Scope of Work after review and approval. Contractor shall proceed with the performance of any changes in the Scope of Work so ordered and approved by Owner, unless Contractor believes that such Field Order entitles Contractor to a change in Contract Price or Contract Time, or both, in which event Contractor shall give Owner's Representative Written Notice of the proposed Change Order within two (2) days after receipt of the Field Order. Contractor shall document in Contractor's notice the basis for the change in Contract Price or Contract Time by separate notice delivered within five (5) days of the date of the Written Notice of the proposed Change Order. Contractor shall not execute such changes pending the receipt of an executed Change Order that has been approved by Owner.

Section 10. Changes in Contract Price.

The Contract Price may be changed only by a written change order signed and approved by Owner, Contractor and Engineer. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit prices previously approved.
2. An agreed lump sum.
3. The actual cost of labor, direct overhead, materials, supplies, and other services necessary to complete the Work plus an amount not to exceed 10% of the actual Work to cover the cost of general overhead profit.

Section 11. Limitation on Liquidated Damages.

Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to the following and Contractor has promptly given Written Notice of such delay to Owner or its representative:

1. Unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to acts of God or of the public enemy, acts of Owner, acts of another Contractor in performance of the contract with the Owner, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, and abnormal and unforeseen weather; and
2. Any delays of Subcontractors occasioned by any of the causes specified above.

Section 12. Correction of Work.

1. Contractor shall promptly remove from the premises all Work rejected by Owner's Representative for failure to comply with the contract documents, whether incorporated in construction or not, and Contractor shall promptly replace and re execute the Work in accordance with the contract documents and without expense to Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

2. All removal and replacement Work shall be done at Contractor's expense. If Contractor does not take action to remove rejected Work within five (5) days after receipt of Written Notice of rejection, Owner may remove such Work and store the materials at the expense of Contractor.

Section 13. Subsurface Conditions.

Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify Owner by Written Notice of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.
2. Unknown physical conditions at the site of an unusual nature, differing markedly from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

Owner shall promptly investigate the conditions and if found that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performance of the Work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice.

Section 14. Suspension of Work, Termination Delay.

1. If Contractor is adjudged a bankrupt or insolvent or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of Contractor's property, or if Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws, or if Contractor repeatedly fails to supply sufficient skilled workmen or suitable material or equipment, or if Contractor repeatedly fails to make prompt payments to Subcontractors for labor, materials, or equipment, or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work, or if Contractor disregards the authority of Owner's Representative or if Contractor otherwise violates any provision of the contract documents, then Owner may, without prejudice to any other right or remedy, after giving Contractor and Contractor's surety a minimum of five (5) days' Written Notice, terminate the services of the Contractor and take possession of the Project and all materials, equipment, tools, construction equipment, and machinery owned by Contractor and finish the Work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such unpaid balances, Contractor will pay the difference to Owner. Such costs incurred by Owner will be determined by Owner and incorporated in a change order.
2. Where Contractor's services have been terminated under Section 14.1, by Owner, the termination shall not affect any right of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from compliance with the contract documents.
3. After five (5) days from delivery of Written Notice under Section 14.1 to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the contract. In such case, Contractor shall be paid for all Work executed and any reasonable expense sustained plus reasonable profit for the Work performed.

Section 15. Equal Opportunity.

Contractor agrees to comply with the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964 as amended. Contractor shall have the obligation to ensure that the employees and applicants for employment are not discriminated against because of race, creed, color, sex, or national origin.

Section 16. Public Contracting Code Requirements.

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
 - (a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime Contractor by the public contracting agency; and
 - (b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
 - (c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due to Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or its surety from their obligations with respect to any unpaid claim. If Owner is unable to determine the validity of any claim for labor or material furnished, Owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

8. Pursuant to ORS 279C.515, if the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from Owner or Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10 day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
10. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
11. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the Work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the Work week is 4 consecutive days, Monday through Friday; and for all Work performed on Saturday and on any legal holidays as specified in ORS 279C.540.
12. 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.
13. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates will be complied with.
 - (a) 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.
 - (b) The prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 1, 2024 Prevailing Wage Rates for Public Works Projects in Oregon. Such publications can be reviewed electronically at:

Information on Prevailing Wage Rates at: www.oregon.gov/boli and are hereby incorporated as part of the contract documents.
 - (c) 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.

- (d) 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.
 - (e) 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.
14. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this contract, or any subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000. The bond must provide that the Contractor or Subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).
- (a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on this public works project, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).
 - (b) Unless the Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond Contractor or Subcontractors may be required to obtain under this contract.
15. 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 Owner in writing.
- (a) If Contractor is required to file certified statements under ORS 279C.845, the Owner shall retain twenty-five (25) percent of any amount earned by the Contractor on the public works project until the Contractor has filed with the Owner a certified statement as required by ORS 279C.845. The Owner 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 Owner is not required to verify the truth of the contents of certified statements filed by the Contractor under this section and ORS 279C.845.
 - (b) The Contractor shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on this public works contract until the Subcontractor has filed with the Owner 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 fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither

the Owner nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier Subcontractor.

16. All employers, including Contractor, that employ subject workers who Work under this contract 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.
17. 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.
18. The contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
19. 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.
20. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
21. 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.
22. As may be applicable, Contractor certifies that all Subcontractors performing construction Work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors commence Work under this contract.
23. Pursuant to City Public Contracting Rule 137-049-0880, the Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
24. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for demolition, Contractor shall salvage or recycle construction and demolition debris.
25. Pursuant to ORS 279C.510, if feasible and cost-effective and contract is for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site.
26. 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:

- Agriculture, Department of
 - Forest Service
 - Soil Conservation Service
- Defense, Department of
 - Army Corps of Engineers
- Environmental Protection Agency
- Interior, Department of
 - Bureau of Sport Fisheries and Wildlife
 - Bureau of Outdoor Recreation

- Bureau of Land Management
- Bureau of Indian Affairs
- Bureau of Reclamation
- Labor, Department of
 - Occupational Safety and Health Administration
- Transportation, Department of
 - Coast Guard
 - Federal Highway Administration

STATE AGENCIES:

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

LOCAL AGENCIES:

- City Council
- County Court
- County Commissioners, Board of
- Port Districts
- Metropolitan Service Districts
- County Service Districts
- Sanitary Districts
- Water Districts
- Fire Protection Districts

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

Section 17. Warranty and Guarantee.

1. Contractor warrants and guarantees to Owner that all Work will be done in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted. Contractor understands that the City of Talent and Jackson County and their various departments, and agencies, must be consulted and be allowed to inspect the Work

and sign off in each particular area. At all times Owner's Representative and appropriate inspectors shall have access to the Work for inspection and testing. Contractor shall provide proper and safe conditions for such access.

2. Where any law, ordinance, rule, regulation, code, or other order of any public body having jurisdiction requires any Work or part thereof to specifically inspected, tested or approved, Contractor shall assume full responsibility for such inspection, testing, or approval, and pay all costs in connection therewith and furnish Owner's Representative with the required certificates of inspection, testing or approval. If any Work to be inspected, tested, or approved is covered without written concurrence of Owner's Representative, it must be, if requested, uncovered for observation. Such uncovering shall be at Contractor's expense.
3. Neither observations by the Owner's Representative nor inspection tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with the contract documents.
4. If, within two (2) years after the date of final completion and sign off and payment of any retainage by Owner to Contractor, there is any defect in materials or workmanship, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where a delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced. All direct or indirect costs of such removal or replacement, including compensation for additional professional services, shall be paid by Contractor. Such additional professional services include the services of any attorney employed by Owner to assist it in dealings with Contractor. If Contractor does not pay for such Work, or does not ensure that such Work is performed as required by this section, Owner may pursue reimbursement from Contractor, including pursuing a claim upon Contractor's bond, if applicable, for payment of such Work. All notices sent to Contractor shall have copies sent to Contractor's surety.
5. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by the application for payment, whether incorporated in the Project or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances of any party whomsoever.

Section 18. Bond Form.

Payment and Performance Bonds shall be in the form provided within the Invitation to Bid packet. Bid Bonds shall be in the standard form of the issuing company. If a standard form is not available, the AIA Form A-310 shall be acceptable for the Bid Bond.

Section 19. Payments to Contractor.

1. By the 5th day of each month, Contractor will submit to Owner's Representative a partial payment estimate filled out and signed by Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as Owner's Representative may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect its interest therein, including applicable insurance. Owner's Representative will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to Owner, or return the partial payment estimate to Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the partial payment estimate. Owner will, within twenty-five (25) days of the next City Council meeting after presentation by Owner's Representative of an approved partial payment

estimate, pay Contractor a progress payment on the basis of the approved partial payment estimate. Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the contract documents. After fifty percent (50%) of the Work has been completed, Owner may, at Owner's sole discretion, reduce or eliminate retainage on the remaining progress estimates. When the Work is substantially complete, Owner may, at Owner's sole discretion, further reduce the retained amount below 5% to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the contract documents, Owner may, in Owner's sole discretion, pay for that part of the Work in full, including retained percentages, less authorized deductions.

2. A request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
3. Prior to Substantial Completion, Owner, with the approval of Owner's Representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
4. Owner shall have the right to enter the premises for the purpose of doing Work not covered by the contract documents. This provision shall not be construed as relieving Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of Owner. Such entry or Work shall only be allowed to the extent it does not interfere with Contractor's Work.
5. Upon completion and acceptance of the Work, Owner's Representative shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by Owner, shall be paid to the Contractor within thirty (30) days of the issuance of the certificate of completion and acceptance of the Work.
6. Contractor will indemnify and save Owner and Owner's officials, employees, agents, and volunteers harmless from all claims arising out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers or machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If Contractor fails to do so, Owner may, after having notified Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this Section be construed to impose any obligations upon Owner to either Contractor, Contractor's surety or any third party. In paying any unpaid bills of Contractor, any payment so made by Owner shall be considered as a payment made under the contract documents by Owner to Contractor and Owner shall not be liable to Contractor for any such payments made in good faith.
7. If Owner fails to make payment thirty (30) days after approval of a partial payment estimate by Owner's Representative, in addition to the other remedies available to Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

Section 20. Cleanup.

1. From time to time as the Work progresses and immediately after completion of the Work, Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure of Contractor to do so within 24 hours after being so directed by Owner's Representative, the Work may be done by Owner and the cost thereof may be deducted from any payment due Contractor.
2. After all other Work embraced in the contract is completed and before final acceptance of the contract, the entire right of way and driveways, alleys, and side street approaches, slopes, ditches, utility trenches, and construction areas shall be neatly finished to the lines, grades and cross sections shown in the specifications.
3. As a condition precedent to final acceptance of the Project, Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean the right of way and premises.

Section 21. Use of Light, Power and Water.

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

Section 22. Arbitration.

1. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to, the contract documents, including rescission, reformation, enforcement, or the breach of the terms thereof, except for claims which may have been waived by the making or acceptance of final payment or for acquisition of property subject to eminent domain, may be decided by arbitration. Owner shall have the sole discretion as to whether or not a dispute will be decided by arbitration conducted in Jackson County, Oregon, rather than through the court process.
2. No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand regarding the underlying dispute is made to the City Council and the Council at its next regularly scheduled meeting, has rendered a written decision with respect thereto denying the claim or demand. No demand for arbitration of the denial of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the City Council has rendered a written decision denying the claim. The failure to demand arbitration within thirty (30) days of the date of the City Council's decision denying the claim shall result in the City Council's decision being binding upon Owner and Contractor.
3. Notice of demand for arbitration shall be filed in writing with the other party to the agreement. The demand for arbitration shall be made within the 30-day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration or by Written Notice within five (5) days after receipt of a demand for arbitration, or rejecting arbitration and requiring Contractor to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 *et seq.* If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon the award in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Oregon law.

Section 23. Attorney Fees.

If suit, action or arbitration is brought either directly or indirectly to rescind or enforce the terms of this agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for Owner to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, Contractor agrees to pay Owner's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

Mitigation Measures

Mitigation measures recommended are reasonable and follow regulatory agencies direction to minimize adverse comments and concerns. A copy of the mitigation measures has been sent to the architect and engineer to ensure that these measures are incorporated into the project development plans as appropriate.

These measures are a part of the planned activities and will be incorporated into the construction **contract**.

1. The City of Talent and/or contractor shall obtain and comply with all required County, State, and federal permits, including mitigations measures;
2. Construction activities shall be restricted to 7:00 AM to 7:00 PM, Monday through Saturday, unless alternative hours are approved by the City of Talent. Noise abatement technology, such as mufflers, shall be properly maintained on construction vehicles and machinery to minimize the potential for disturbance of wildlife and nearby residents;
3. The construction contractor will be required to submit a traffic control plan that must be approved by the City of Talent which will be strictly enforced;
4. If earth disturbing activities during project construction uncover cultural materials (i.e. structural remains, historic artifacts, or prehistoric artifacts), the area around the discovery shall be secured, all work shall cease, and the appropriate authorities shall be contacted to discuss appropriate protocol for removal, inventory, and proper preservation of the resource(s);
5. If earth disturbing activities in any portion of the project area uncover human remains, all work shall cease immediately. The State Archeologist at SHPO shall be notified immediately;
6. A temporary erosion-control plan will be developed. The preferred design objective is to "keep the soil at its original location". Options include (but are not limited to) Straw-bales and/or silt-fencing. The plan shall be submitted to Talent's City Engineer for review and comments;
7. The City of Talent and contractor will provide property owners in construction area with a schedule of activities and to the best of their ability address concerns they may have;
8. The City of Talent will use the Utility notification system for notifying owners of Utilities about work being performed in the vicinity of their facilities.
9. SHPO response: The statewide data base has revealed that there are no reported sites in the proposed project area. However, there have been no previous cultural resource surveys conducted in the project area. Future ground disturbing activities may reveal the presence of buried cultural resources. If during development activities the applicant or their staff encounter any cultural material (e.g., prehistoric stone tools or flaking debris, human remains, historic material caches), all activities should cease immediately, and a professional archaeologist needs to be contacted to evaluate the discovery.
10. Department of Environmental Quality: 1200 C Erosion Control Permit needed if more than one acre is disturbed. Therefore, erosion control measures are required for this project. It is recommended to consider the use of bioswales and other measures for on-going stormwater treatment.

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TECHNICAL PROVISIONS

DEFINITIONS

ENGINEER – RH2 Engineering, Inc.

AGENCY/CITY – City of Talent, Oregon

STANDARD SPECIFICATION – Oregon Department of Transportation, Oregon Standard Specifications for Construction, 2024 Edition, produced by the Oregon Department of Transportation and the Oregon Chapter of the American Public Works Association. The Oregon Standard Specifications for Construction are hereby incorporated by reference as if fully set forth herein. Information on how to obtain copies of these documents is available on the Oregon Department of Transportation web site at:

https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

Wherever state agencies, department or officers are referred to therein, the comparable city agencies, departments or officers are meant thereby for the purpose of these documents. Specified definitions are outlined in Section 00110.20 of the contract special provisions.

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SPECIAL PROVISIONS

Prepared by:



EXPIRES: 12/31/2025

RH2 Engineering, Inc.
3553 Arrowhead Drive, Ste. 200
Medford, OR 97504

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SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.20 Definitions – Add the following definition:

City - The City of Talent, Oregon, acting through its designated representative(s)

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders – Replace this subsection with the following:

All Bidders shall be prequalified with the City of Talent, City of Medford, or the Oregon Department of Transportation, as provided by law under Oregon Revised Statutes, at least 5 days prior to opening of bids.

Contracts will only be awarded to Bidders who, at the time of Bid Opening, are prequalified in the Class or Classes of Work specified in the Special Provisions, except that a Bidder whose prequalification has been revoked or revised as provided in ORS 279C.430(4) may also be eligible for Award under that statute if the Project was advertised prior to the revocation or revision. Bidders shall submit Bids in the same company name used on the prequalification application; provided however, if Bidder's legal name has changed since the submittal of its application for prequalification, it shall submit its Bid under its current legal name with the former name referenced by "formerly known as".

The Agency will regularly evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

00120.01 General Bidding Requirements – Replace this subsection with the following:

Bids must be submitted by paper, electronic bids will not be accepted.

00120.05 Request for Plans, Special Provisions, and Bid Booklets – Replace this subsection with the following:

Plans and specifications will be available online only at <http://www.rh2.com/bidding> under the bidding tab. The complete digital contract documents may be downloaded for a \$22.00 non-refundable fee by inputting the QuestCDN Project #9060242 on the website.

The Plans, which are applicable to the Work to be performed under the Contract, bear title and date as follows:

“Park Avenue Waterline Improvements”

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Replace this subsection with the following:

The Agency reserves the right to issue Addenda making changes to the Plans, Specifications, or quantities. The Agency will provide Addenda via email to contractors shown on the Plan Holders List only. Bidders, not the Agency, shall be responsible for failure of Bidders to check and download Addenda. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda published before Bid closing.

00120.40 Preparation of Bids – Modify this subsection as follows:

(a) General – Replace this subsection with the following:

Bidders shall not alter, in any manner the documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder’s authorized representative thereon

constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the Bid Booklet. Entries on paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink.

(c) Bid Schedule Entries – Delete subsection (2) "Electronic Bid Schedule Entries". Electronic bids are not permitted.

(d) Bidder's Address and Signature Pages – Delete the last sentence in this subsection. Electronic bids are not permitted.

(e) Bid Guaranty – Replace the sentence that begins "All bids shall be..." with the following:
All bids shall be accompanied by a Bid Guaranty in the amount of 5% of the total amount of the bid.

Delete subsection (2) "**Bid Guaranty with Electronic Bids**". Electronic bids are not permitted.

(f) Disclosure of First Tier Subcontractors – Replace the portion of this subsection which begin with "The Subcontractor Disclosure Form may be submitted for a paper bid..." to the end of this subsection with the following:

The Subcontractor Disclosure Form provided within the Bid Booklet shall be submitted to the Agency as a hardcopy or by facsimile as stated on the Subcontractor Disclosure Form.

Subcontractor Disclosure Forms Submitted by any method will be considered late if not received by the Agency within 2 working hours of the time designated for receiving Bids.

The agency is not responsible for partial, failed, illegible or partially legible submittals submitted by any method, and such forms may be rejected as incomplete.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

Remove the sentence and corresponding bullet points that begins with "The Subcontractor Disclosure Form may be submitted for an electronic bid..." Electronic bids are not permitted.

00120.45 Submittal of Bids – Replace this subsection with the following:

Bids shall be submitted in person, or by mail or parcel delivery service, to Gary Milliman, City Manager, City of Talent, 110 East Main Street, Talent, OR 97540, in a sealed envelope marked with the name of the Bidder and the words "Park Avenue Waterline Improvements"

If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the Bid inside the delivery or courier service's envelope. Bids may not be submitted by fax.

Bids may be submitted until 2:00 PM PST on the day of Bid Opening. Bids submitted after that time will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids. First Tier Disclosure forms may be submitted until 4:00 PM on the day of bid opening.

00120.60 Revisions or Withdrawals of Bids – In the paragraph that begins "(a) Paper Bids - Information entered into the ...", replace "ODOT Procurement Office-Construction" with "City Engineer".

Replace the bullet that begins "Changes are received at the same..." with the following bullet:

Changes are received by Gary Milliman, City Manager, City of Talent, 110 East Main Street, Talent, OR 97540, before 2:00 PM. PST on the day of the Bid Opening,

In the paragraph that begins “A Bidder may withdraw...”, replace “ODOT Procurement Office” With “City Manager”.

Replace the bullet that begins, “The written withdrawal request...” with the following bullet:

- The written withdrawal request is submitted on the Bidder’s letterhead as hardcopy, either by hand delivery or by mail only.

Replace the bullet that begins “The request is received at the same...” with the following bullet:

- The request is received by Gary Milliman, City Manager, City of Talent, 110 East Main Street, Talent, OR 97540, before 2:00 PM. PST on the day of the Bid Opening,

Delete subsection (b) "**Electronic Bids**". Electronic bids are not permitted.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.10 Award of Contract - In the paragraph that begins "The Agency will provide...", replace the words "ODOT Procurement Office – Construction Contracts Unit Notice of Intent" with the words "City of Talent".

00130.15 Right to Protest Award – Delete the first paragraph in its entirety and replace with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the City of Talent – City Manager a written protest of the Agency’s intent to award within 3 working days following posting of the Notice of Intent to Award. Only hardcopy written protests will be accepted delivered either by mail or hand delivery. The protest shall specify the grounds upon which it is based.

Add the following subsection:

00130.40(f) City of Talent Business License - All Contractors and Subcontractors performing work within the City limits must possess a valid City of Talent Business License.

00130.50(a) By the Bidder - Replace the words “ODOT Procurement Office – Construction Contracts Unit” with the words “City of Talent.”

Replace the words “15 Calendar Days” with “10 Calendar Days.”

Add the following sentence to the end of this subsection:

The successful Bidder shall deliver the properly executed Performance Bond and Payment Bond to the City of Talent within 10 days of the Agency’s execution of the contract.

00130.50(b) By the Agency - Replace the sentence that begins "Within 7 Calendar Days..." with the following sentence:

After the Agency has received and verified the properly executed documents specified in 00130.50(a), and received legal sufficiency approval from the City Attorney, the Agency will execute the Contract.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.15(a) General - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform no work until the Contractor establishes field controls. Work performed without field controls will be subject to removal at the Contractor’s expense.

00150.15(b) Agency Responsibilities – Replace this subsection, except for the subsection number and title, with the following:

The Engineer will:

Provide vertical and horizontal alignment data that is sufficient for the Contractor to complete construction survey work as needed.

00150.15(c) Contractor Responsibilities – Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

Perform, or have performed, surveying work sufficient to accomplish the Work.

00150.30 Delivery of Notices – Replace the two bullet points under the paragraph that begins with, “Following Notice to Proceed...” with the following:

- If received electronically before 5:00 p.m. PST on a business day, it shall be considered as received on the business day which it was actually received.
- If received electronically on a non-business day, or after 5:00 p.m. PST on a business day, it shall be considered as received at 8:00 a.m. PST on the next business day.

00150.50 Cooperation with Utilities - Add the following subsection: 00150.50(f)

Utility Information:

Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction. There are no anticipated conflicts with the Utilities listed below. Project modifications may require adjusting utilities, contact Engineer for latest utility relocation updates.

	Utility	Contact Person's Name and Phone Number
1.	City of Talent	Robert Slayton 541-535-3828
2.	Pacific Power	Rylan Wood 541-858-3204
3.	Avista Gas	David McFadden 541-941-4055
4.	Charter Communications	Eric Chase 541-282-8672

5.	Century Link	Cameron Dibetta 541-324-0549
6.	Rogue Valley Sewer Services	Nick Bakke 541-664-6300

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

00150.97 Responsibility for Materials and Workmanship

Add the following subsection:

- (d) Neither the final certificate of payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty Materials or workmanship and, unless otherwise specified, the Contractor shall remedy any defects due thereto and pay for any damage to other Work resulting one year from the date of acceptance of the complete building or installation. The Agency shall give notice of observed defects with reasonable promptness.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits Licenses and Taxes – Add the following bullet points:

- Contractor must hold a City of Talent business license.

00170.08 Electronic Document Management - Replace this Subsection with the following Subsection:

The requirements of this Subsection do not apply to claims and notices. Claims must be submitted on paper documents according to Section 00199, and Notices must be submitted on paper according to Section 00150.30.

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Agency’s Project Manager in an electronic format via email or hardcopies. The Contractor shall be solely responsible for submitting documents to the Agency by email for itself and for Subconsultants, Suppliers, vendors, and other third parties.

The date and time of email delivery will be the date and time shown on the delivery receipt confirmation email, or if the recipient both agrees that the email was received, the original email date stamp shall govern.

Electronic files shall be either attached to the email or uploaded to a file sharing website such as a file sharing protocol (FTP) or similar website with a link to access the uploaded files included in the email. As a general rule when attached files exceed 10 megabytes cumulatively, they should be uploaded to a file sharing website.

Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

By submitting documents that originate from the Contractor to the Agency by email, unless expressly stated otherwise, the Contractor is certifying that the documents are true and accurate and that if the document was required to be signed, it must have been signed by a person with appropriate authority. Unless expressly stated otherwise in the body of the email, submitting documents to the Agency via email that originate from a Subcontractor, Supplier, vendor, manufacturer or other third party, the Contractor is certifying that the documents are a true and complete copy of the documents the Contractor received, that if the document was required to be signed, it has been signed, and that the Contractor does not know, nor does it have reason to believe, that the documents are not true and accurate or signed by a person without appropriate authority.

In the event of a conflict between this Subsection and the Standard Specifications or other Special Provisions, this Subsection shall control except for 00199.30.

Failure to submit documents electronically, as required by this Subsection, may result in payments being withheld according to 00195.50(e).

If access to a file sharing software or website is granted by the Agency or Engineer, the Contractor shall be responsible for causing access to such platforms to be disabled for any entity or individual that is no longer assigned, employed or under contract in relation to the Project or whose access is to be disabled due to improper activity. The Contractor's obligation to disable access applies to its own officers, employees and agents and to all Subcontractors, Suppliers, vendors and other third parties and their respective officers, employees and agents. The Agency reserves the right to suspend or disable, or cause to be suspended or disabled, the access to file sharing platforms for any entity or individual at any time. Use and access to file sharing platforms is provided "as is" and the Agency does not warrant that access to or functioning will be error free, uninterrupted or meet the Contractor's needs. The Agency is not responsible for any damage that may occur due to error, omission, lack of timeliness or other malfunction of file sharing platforms or their supporting systems. The Agency disclaims all liability arising from interference or interruption, viruses, telephone faults, malicious damage by anyone, electronic system downtime, overloading of the Internet or sites or any cause beyond the control of the Agency. The Contractor shall indemnify, defend, and hold harmless the Agency and the Engineer any damage, real or otherwise, which may occur through use of file sharing platforms provided by the Agency or the Engineer. Use of file sharing software may be subject to other conditions beyond what is described herein.

00170.10(f) Notice of Claim Against Bond - Replace this Subsection with the following Subsection:

An Entity claiming not to have been paid in full for labor or Materials supplied for the prosecution of the Work may have a right of action first on the Contractor's public works bond and then, for any amount of a claim not satisfied by the public works bond, on the Contractor's bond, cashier's check, or certified check as provided in ORS 279C.600 and ORS 279C.605.

00170.70 Insurance – The following insurance coverages and dollar amounts are required on this Project:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
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Commercial General Liability	\$1,000,000	\$1,000,000
Commercial Automobile Liability	\$1,000,000	n/a

00170.70(c) Additional Insured – add the following paragraph and bullets to the end of this Subsection:

Add the following as Additional Insureds under the Contract:

- The City of Talent and its officers, agents, and employees City Council
- RH2 Engineering, Inc.

00170.72 Indemnity/Hold Harmless – Add the following paragraph and bullets to the end of this Subsection:

Extend indemnity and hold harmless to the Agency and the following:

- The City of Talent and its officers, agents, and employees City Council
- RH2 Engineering, Inc.

00170.94 Use of Explosives – Replace this Subsection except for the number and title with the following:
No explosives shall be used on this project.

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

Add the following Subsection:

00180.40(c) Specific Limitations – Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Final Completion Time.....	00180.50

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

00180.41 Project Work Schedules – A type B schedule as detailed in the Standard Specifications is required on this Contract.

Add the following Subsection:

00180.50(h) Contract Time – Complete all work to be done under the Contract within 90 Calendar days from the Notice to Proceed.

00180.85(b) Liquidated Damages – Add the following paragraph:

The liquidated damages for failure to complete the Work on time are \$500 per Calendar Day*.

* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar day or fixed date basis.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20(f-2) Scale Without Automatic Printer - Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency – Provided Weigh Technician – Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$35.00 per hour.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.50(b) Retainage – Replace the first paragraph of this subsection with the following:

The Agency reserves the right in its sole discretion to withhold retainage from progress payments or to begin withholding retainage at any time. If the Agency withholds retainage from progress payments, the amount to be retained from progress payments will be 5 percent of the value of the Work accomplished, and will be retained in the Cash, Alternate A form. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the agency.

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 – DISAGREEMENTS, PROTEST, AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – Replace first five paragraphs with the following:

The agency intends to resolve all claims at the lowest possible administrative level. The Engineer will also determine whether multiple claims should be advanced separately or together.

If the Engineer denies the claim for additional compensation or a combination of additional compensation and Contract Time, in full or in part, according to 00199.40(a), the Contractor may proceed to Litigation. The disputed claim for additional compensation or a combination of additional compensation and Contract Time may then be resolved, in full or in part, at the Litigation step of the procedure as specified in (b) of this Subsection.

If the Engineer has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at the Litigation step of the claim procedure as specified in (b) of this Subsection.

A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim hearings. For all claims, all of the actions under each step of the process shall occur before the claim can be advanced to the next higher step.

Modify the lettered list as follows:

- (a) Decision by the Engineer – Delete the last sentence in this Subsection that begins” If the Contractor does not accept . . . “
- (b) Step 1: Region Level Review - Delete this subsection in its entirety.
- (c) Step 2: Agency Level Review - Delete this subsection in its entirety.
- (d) Step 3: Arbitration, Claims Review Board - Delete this subsection in its entirety:
- (e) Step 4: Litigation - Replace this section with the following:

(b) Litigation:

The Contractor must follow each step-in order and exhaust all available administrative remedies before resort to litigation. Lawsuits must be properly filed in a court of competent jurisdiction within 6 months from the date of the final decision that exhausted the Contractor’s available administrative remedies under this Section 00199.

The Contractor shall comply with 00170.00

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications supplemented and/or modified as follows:

00210.40 Mobilization – Delete the fourth bulleted item in this Subsection.

00210.90 Payment – Delete the last paragraph in this subsection.

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

00220.02 Public Safety and Mobility – Replace the last bulleted item with the following bullet:

- Maintain access to all driveways within the work zone at all times.
- When construction requires the closure of a sidewalk or sidewalk ramp, place a Type “W1” SIDEWALK CLOSED” (OR22-12-21) sign at each point of closure.
- When construction requires the closure of a sidewalk, notify, in writing, the City of Talent at least 14 days in advance of the closure. Do not close the sidewalk until the City provides written approval. After approval, provide 48-hour public notification prior to closing the sidewalk.
- No City street complete closure will be permitted.

00220.40(e)(1) Closed Lanes – Replace this subsection, except for the subsection number and title, with the following:

One or more traffic lanes may be closed when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e-2).

- Daily, Monday through Friday between 7:00 AM and 7:00 PM.

00220.40(e)(3) Additional Lane Restrictions

- Do not close any traffic lanes on any street prior to receiving Notice to Proceed.
- Traffic Control Plans (TCP) must be approved by the City Public Works Director prior to any lane closures.
- Complete closure of both traffic lanes will not be allowed.

- Roadway closures that maintain local access may be approved for staged construction operations that limit the closure areas. Staged road closure areas are to be approved by the City Public Works Director.
- Roadways shall be free of barricades or other objects and all lanes opened to traffic during all the restrictive periods listed above.

Add the following subsection:

00220.40(f) Liquidated Damages – Lane closures not in compliance with the limits listed in 00220.40(e) would inconvenience the traveling public and would be a cost to the Agency.

It is impractical to determine the actual damages which the Agency would sustain in the event a traffic lane is closed. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$750 per day, or any portion thereof, per lane, for any lane closure not in compliance with the limits listed in 00220.40(e). In addition to the liquidated damages, any added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the permitted time limits, shall be at the Contractor’s expense. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen a lane to traffic. Assessment of liquidated damages will stop when the lane has been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those under 00180.85(b).

00220.60(a)(2) Agency Responsibility – Delete the first bullet of this subsection that begins “Maintain existing surfacing...”

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications supplemented and/or modified as follows:

00221.90 Traffic Control Plan – Delete subsections (a) **Agency Traffic Control Plan** and (b) **Contractor Modified Traffic Control Plan** and replace with:

Submit the following, approval, five calendar days prior to the preconstruction conference:

(a) **Contractor TCP** – Provide working drawings according to 00150.35 that include the following:

- Proposed TCP showing all TCM and quantities of TCD
- Proposed order and duration of the TCM
- A detailed temporary striping plan, if applicable

If additional modifications are made to the Contractor’s TCP, submit working drawings, according to 00221.06(a), at least 14 Calendar Days before the beginning of construction activities that require the TCP changes.

Utilize Method “B” for payment as described in **00221.98 Payment, Method “B” – Lump Sum Basis**.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications supplemented and/or modified as follows:

Delete the Measurement and Payment subsections in their entirety and replace with the following:

Measurement

00222.80 Measurement – No measurement of quantities will be made for Work performed under this Section.

Payment

00222.90 Payment – Payment for all traffic control work, including all work described in this Section will be paid for at the Contract lump sum amount for the item “Work Zone Traffic Control, Complete”.

SECTION 00223 – WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications supplemented and/or modified as follows:

Delete the Measurement and Payment subsections in their entirety and replace with the following:

Measurement

00223.80 Measurement – No measurement of quantities will be made for Work performed under this Section.

Payment

00223.90 Payment – Payment for all traffic control work, including all work described in this Section will be paid for at the Contract lump sum amount for the item “Work Zone Traffic Control, Complete”.

SECTION 00224 – TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications supplemented and/or modified as follows:

Delete the Measurement and Payment subsections in their entirety and replace with the following:

Measurement

00224.80 Measurement – No measurement of quantities will be made for Work performed under this Section.

Payment

00224.90 Payment – Payment for all traffic control work, including all work described in this Section will be paid for at the Contract lump sum amount for the item “Work Zone Traffic Control, Complete”.

SECTION 00228 – TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 of the Standard Specifications supplemented and/or modified as follows:

Delete the Measurement and Payment subsections in their entirety and replace with the following:

Measurement

00228.80 Measurement – No measurement of quantities will be made for Work performed under this Section.

Payment

00228.90 Payment – Payment for all traffic control work, including all work described in this Section will be paid for at the Contract lump sum amount for the item “Work Zone Traffic Control, Complete”.

SECTION 00280 – EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications supplemented and/or modified as follows:

Utilize method “a” for measurement and payment as described in **00280.80(a) – Lump Sum Basis**.

00280.90 Payment – Modify Pay Item (a) title from “Erosion Control” to “Erosion and Sediment Control”.

Add the following bullets to the list under “Item (a) includes:”

- Furnishing, installing, maintaining, and removing all facilities for runoff and sediment control
- Water used for non-chemical dust control

Delete the last sentence in this Subsection which begins with “Water used for non-chemical dust control...”

00280.91 Payment – Delete this Subsection in its entirety.

SECTION 00290 – ENVIRONMENTAL PROTECTION

Comply with section 00290 of the Standard Specifications supplemented and/or modified as follows:

00290.20(c)(3)(d) Concrete and Masonry – Replace this subsection with the following:

Concrete and masonry shall be disposed of off-site by the contractor.

00290.20 Hazardous Waste, and Hazardous Substances – Add the following:

- (h) Asbestos Cement (AC) Pipe - This project may involve the handling of asbestos cement pipe, and the contractor shall be responsible for meeting all requirements prescribed by State Law and these special provisions when working with asbestos cement pipe. Non-friable asbestos is exempt from many DEQ rules. It is not a requirement to be a DEQ licensed asbestos contractor or DEQ certified asbestos worker to do non-friable removal. By following the procedures in the DEQ guide for removing ac pipe, ac pipe projects will be considered non-friable and exempt. This guide is available from DEQ (800-452-4011)

File a DEQ notification and pay the non-friable fee as outlined in OAR 340-032-5630.

Keep material wet during the removal process. Permissible methods include the use of a water hose, garden sprayer, spray bottles, or any method that keeps the material wet. Wetting prevents migration during removal.

Pull the pipe up out of the ground in easy to handle lengths (3 to 5 feet), using DEQ approved procedures.

Dispose of the pipe at the nearest authorized landfill that has a permit to take demolition waste. DEQ advises making contact with the landfill prior to starting the project to find out what that landfill's disposal needs are.

If ac pipe is shattered, damaged, or badly weathered, it will become friable and release dust and asbestos fibers. A DEQ LICENSED ASBESTOS ABATEMENT CONTRACTOR USING DEQ CERTIFIED WORKERS MUST REMOVE ALL FRIABLE ASBESTOS MATERIALS.

The contractor shall take all necessary precautions to prevent the ac pipe from becoming friable. The contractor shall be responsible for all costs associated with friable asbestos removal.

00290.30(a) Pollution Control Measures – Add the following subsections and bullets:

(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bio swale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- Do not cause turbidity in waters of the State or U.S. greater than 10% above background reading (up to 100 feet upstream of the Project), as measured 100 feet downstream of the Project.
- During construction, monitor in-stream turbidity and inspect all erosion controls daily during the rainy season and weekly during the dry season, or more often as necessary, to ensure the erosion controls are working adequately meeting treatment requirements.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Underwater blasting is not allowed.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- End-dumping of riprap within the waters of the state or U.S. is not allowed. Place riprap from above the bank line.
- Cease project operations under high flow conditions that may result in inundation of the project area, except for efforts to avoid or minimize resource damage.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

00290.90 Payment – Replace this subsection with the following:

Payment

00290.90 Payment – Work under this Subsection is incidental to one or more bid items.

SECTION 00305 – CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications supplemented and/or modified as follows:

Add the following and replace Chapter 1.5 and 1.6 of the Construction Surveying Manual for Contractors:

00305.01 Agency Responsibilities:

- Provide copies of plans and specifications
- Provide horizontal and vertical alignment data
- Perform measurements and calculations for pay quantities

00305.02 Contractor Responsibilities:

- Prior to beginning any work on the project conduct potholing as necessary or as specified in the plans. If utility elevations differ from the plan set substantial notify the engineer.
 - Establish initial horizontal and vertical control stations in the proximity of the Project.
 - Perform final “as constructed” measurements. “As constructed” measurements shall include horizontal alignment of any installed pipe and horizontal location of above ground facilities including vaults, hydrants, valves, meters, etc.
 - Make calculations, field notes and survey drawings for the layout and control of the work as are necessary to construct the Project as specified.
 - Provide original or copies of notes, calculations and drawings as requested.
 - Preserve survey monuments and control stations as governed by applicable law.
 - Replace damaged right-of-way monumentation.
 - Replace and augment control stations as necessary to control the Project.
 - Establish additional control stations as necessary to control the Project.
 - Set stakes to define construction centerline, centerline offsets, detour lines, or other lines necessary for control of the Project work.
 - Set stakes to define the work, that may include but is not limited to the following:
 - Roadway location and grade.
 - Fences and gates
 - Guardrail, barrier, barricades, and associated features.
 - Traffic delineators, reflectors, and guide devices.
 - Temporary and permanent pavement striping and pavement marking devices.
 - Temporary and permanent signing.*
 - Poles and footings, cabinets, junction boxes, sensors, and other features associated with illumination and signal facilities.*
 - Curbs, walks, stairs, walls, mailboxes, and other miscellaneous structures.*
 - Pipes, manholes, inlets, weirs, settlement basins and other drainage and water quality structures and facilities.*
- *This includes field verification of fit and functionality or as instructed by the Engineer.
- Landscaping items.
 - Earthwork features including guardrail flares and mounds, berms, and mounds
 - Buildings and other structures and facilities.
 - Environmental impact mitigation features.
 - Remove and dispose of all flagging, lath, stakes and other temporary staking material after the Project is completed.

Payment

00305.90 General – Add the following to the end of the second paragraph:

Payment includes all temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

Add the following paragraphs after the fourth paragraph:

The amount to be allowed for “Construction Survey Work” in the progress payments will not be in excess of the reasonable value of the surveying work performed under this specification as said reasonable value is estimated by the Engineer.

Costs incurred as a result of survey errors will be borne by the Contractor. Such costs include price adjustments for failure to meet requirements of the construction specifications, repair or removal and replacement of deficient product, and over-run of material.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00405 – TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications supplemented and/or modified as follows:

00405.12 Bedding – Add the following:

For pipes 2 inches in diameter and smaller, bedding to be commercially available 3/8-inch-0 or No. 10-0 sand.

00405.13 Pipe Zone Material – Replace the sentence and two bullets that begin “For rigid pipes, unless otherwise directed...” with the following:

For rigid pipes larger than 2 inches in diameter, unless otherwise directed, furnish 1”-0 or 3/4”-0 base aggregate conforming to 2630.10

For pipes 2 inches in diameter and smaller, pipe zone material to be commercially available 3/8”-0 or No. 10-0 sand.

00405.46 Backfilling – Add the following:

The Engineer may, at his discretion, require one or more compaction tests on trench backfill. These tests shall be performed by an ODOT-Certified Density Technician (CDT). The tests shall demonstrate attainment of 95% of determined maximum density according to AASHTO T99.

SECTION 00495 – TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00641 – AGGREGATE SUBBASE, BASE AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications supplemented and/or modified as follows:

Delete the Measurement and Payment subsections in their entirety and replace with the following:

Measurement

00744.80 Measurement – No measurement of quantities will be made for Work performed under this Subsection.

Payment

00744.90 Payment – Work under this Subsection is incidental to one or more bid items.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

00759.00 Scope - Comply with Section 00759 of the Standard Specifications supplemented and/or modified as follows:

00759.43 Foundation Preparation - Add the following:

If during the removal of an existing concrete feature, any asphalt is damaged beyond the original design limits and patching is necessary. This additional patching is considered to be incidental to this work and there will be no separate or additional payment.

Delete the Measurement and Payment subsections in their entirety and replace with the following:

Measurement

00759.80 Measurement – No measurement of quantities will be made for Work performed under this Subsection.

Payment

00759.90 Payment – Work under this Subsection is incidental to one or more bid items.

SECTION 01140 – POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications supplemented and/or modified as follows:

01140.48 Maintaining Services – Add the following:

Any water shutdowns require forty-eight (48) hours of notification to all affected water customers supplying them with time water will be shut off and the time that the water will be turned back on. City of Talent Public Works will notify affected water customers. Notifications shall be distributed by the City of Talent Public Works.

01140.49 Backfilling – Add the following:

All pipe joints, fittings, and valves shall be inspected before pipe is backfilled. Any pipe covered before inspection will be uncovered, visually inspected and backfilled at the contactors expense.

01140.90 Payment – Delete the sentence that begins “Trench resurfacing will be paid....”

Add the following bullets to the paragraph that begins “No separate or additional payment...”

- Repair and/or restoration of areas behind the curb including, but not limited to, landscaping, surfacing, and structures.
- Trench Resurfacing, including irrigation canal restoration

Add the following pay items:

Pay Item	Unit of Measurement
(o) Ductile Iron Pipe Cap, ___ Inch	Each

SECTION 01150 – POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications.

SECTION 01160 – HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications as modified.

01160.80 Measurement – Remove the following:

Hydrant bollards will be measured according to 00815.80.

01160.90 Payment – Add the following:

Item (a) includes thrust restraints, concrete blocks, Gravel, painting, and Bollards.

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

Comply with Section 01170 of the Standard Specifications.

SECTION 02470 – POTABLE WATER PIPE MATERIALS

Comply with Section 02470 of the Standard Specifications supplemented and/or modified as follows:

02470.20 (a) General – Add the following:

All ductile iron pipe shall have been manufactured within two years from the date this project was first advertised.

SECTION 02475 – POTABLE WATER FITTING MATERIALS

Comply with Section 02475 of the Standard Specifications

SECTION 02480 – POTABLE WATER VALVE MATERIALS

Comply with Section 02480 of the Standard Specifications

SECTION 02490 – POTABLE WATER SERVICE CONNECTION MATERIALS, 2 INCH AND SMALLER

Comply with Section 02490 of the Standard Specifications

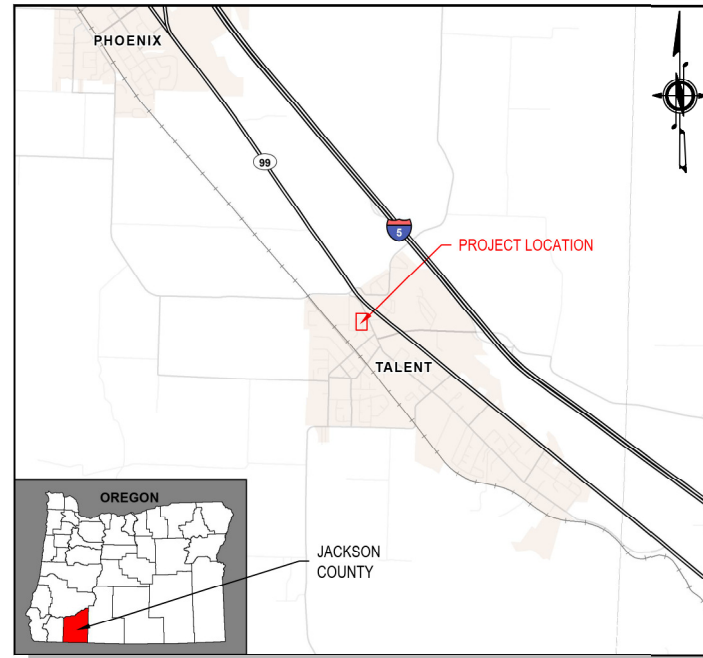
PLANS



CITY OF TALENT

PARK AVENUE WATERLINE

PROJECT VICINITY MAP



PROJECT LOCATION MAP



DRAWING INDEX

SHEET NUMBER	SHEET TITLE	DWG NO.
1	COVER	COV
2	GENERAL INFORMATION	G01
3	PROPOSED PLAN	W01
4	DETAIL - SHEET 1 OF 2	D01
5	DETAIL - SHEET 2 OF 2	D02

SURVEY NOTES

FIELD SURVEY BY PARIANI LAND SURVEYING JANUARY 18, 2024.
 THE BASIS OF BEARING IS OREGON COORDINATE REFERENCE SYSTEM (OSRS), GRANTS PASS-ASHLAND ZONE.
 VERTICAL DATUM IS NAVD88.

CALL 48 HOURS BEFORE YOU DIG ONE CALL 811

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 AT 503-232-1978

REPORT SPILLS

ATTENTION: OREGON LAW REQUIRES THAT SPILLS BE REPORTED TO THE FOLLOWING ENTITIES:
 OREGON EMERGENCY RESPONSE SYSTEM: 1-800-452-0311
 THE NATIONAL RESPONSE CENTER: 1-800-424-8802

CONTACT PERSONNEL

CONTACT	AGENCY	PHONE
JEFF BALLARD, P.E.	RH2 ENGINEERING	541-301-1555
ROBERT SLAYDEN	CITY OF TALENT	541-535-3828

SECTION AND DETAIL REFERENCES

THE FOLLOWING CONVENTIONS HAVE BEEN USED WITHIN THESE DRAWINGS TO REFER THE READER BETWEEN THE SECTION/DETAIL AND THE PLAN FROM WHICH IT IS REFERENCED.

REFERENCE BUBBLES

PLAN REFERENCE BUBBLE - REFERS READER BACK TO THE PLAN FROM WHICH THE DETAIL OR SECTION ORIGINATED.

DETAIL/SECTION REFERENCE BUBBLE - REFERS READER TO THE DRAWING ON WHICH THE DETAIL OR SECTION IS LOCATED.

WHERE, ID = SECTION/DETAIL REFERENCE NUMBER
 ## = DRAWING NUMBER ON WHICH DETAIL ORIGINATED OR RESIDES.

SECTION/DETAIL REFERENCE NUMBER CONVENTIONS:
 SECTIONS OR ELEVATIONS SHOULD HAVE A LETTER REFERENCE NUMBER (A THROUGH ZZ).



EXPIRES: 12/31/2025



GENERAL NOTES

GENERAL NOTES

- CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THIS PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET THE INTENT OF THE PROJECT CONTRACT DOCUMENTS, APPLICABLE AGENCY REQUIREMENTS AND OTHER WORK AS NECESSARY TO PROVIDE A COMPLETE PROJECT.
- THE WORK ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ODOT'S STANDARD SPECIFICATIONS, THE CITY'S STANDARD SPECIFICATIONS, ORS CHAPTER 333, AND AWWA AND APWA STANDARDS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS BEFORE START OF WORK. THE CONTRACTOR SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS AND OTHERWISE VERIFY ALL DIMENSIONS AND EXISTING CONSTRUCTION CONDITIONS INDICATED AND/OR SHOWN ON THE PLANS. SHOULD ANY ERROR OR INCONSISTENCY EXIST, THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK AFFECTED UNTIL REPORTED TO THE PROJECT ENGINEER FOR CLARIFICATION OR CORRECTION.
- ANY INSPECTION BY THE CITY, COUNTY, STATE, FEDERAL AGENCY OR PROJECT ENGINEER SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH APPLICABLE CODES, REGULATIONS, CITY STANDARDS AND PROJECT CONTRACT DOCUMENTS.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS IN ADDITION TO PERMITS PROVIDED BY OWNER. THE CONTRACTOR SHALL OBTAIN THE APPROPRIATE UTILITY PERMIT(S) FROM THE CITY, STATE, OR COUNTY WITH JURISDICTION FOR THE STREETS OR ROADS WITHIN THE PROJECT WORK AREA PRIOR TO CONSTRUCTION OF SYSTEM IMPROVEMENTS. A CITY BUSINESS LICENSE IS REQUIRED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND THE METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED TO PERFORM THE WORK. CONTRACTORS SHALL ABIDE BY ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
- CONTRACTOR SHALL MAINTAIN AND COORDINATE ACCESS TO ALL AFFECTED PROPERTIES.
- THE CONTRACTOR SHALL GIVE THE CITY A MINIMUM OF 72 HOURS NOTICE IN ADVANCE OF START OF WORK AND CONNECTION TO EXISTING SYSTEM AND PRIOR TO SHUTTING DOWN ANY EXISTING WATER MAIN OR SERVICE.
- CONTRACTOR SHALL CALL 1-800-332-2344 FOR UTILITY LOCATES BEFORE CONSTRUCTION. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BY THE APPROPRIATE UTILITY LOCATING PROFESSIONALS, PRIOR TO AND DURING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND THE UTILITY COMPANY WHEN A CONFLICT OCCURS.
- THE CONTRACTOR SHALL MAKE PROVISIONS TO KEEP ALL EXISTING UTILITIES IN SERVICE AND PROTECT THEM DURING CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY DAMAGED UTILITIES USING MATERIAL AND METHODS APPROVED BY THE UTILITY OWNER. NO SERVICE INTERRUPTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN AGREEMENT WITH THE UTILITY PROVIDER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING AND MAINTAINING ALL ALIGNMENT STAKES, SLOPE STAKES, AND GRADES NECESSARY FOR THE CONSTRUCTION OF THE WATER MAINS, SANITARY SEWER LINES, SIDE SEWERS, TRENCHING, UTILITIES, STORM DRAINAGE, ROADBED, SURFACING, PAVING, SIGNING, ILLUMINATION, SIGNALS, AND STRIPING IF SUCH CONSTRUCTION IS INCLUDED IN THIS PROJECT. EXCEPT FOR THE SURVEY CONTROL DATA FURNISHED BY THE OWNER, CALCULATIONS, SURVEYING, AND MEASURING REQUIRED FOR SETTING AND MAINTAINING THE NECESSARY LINES AND GRADES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL PRESERVE ALL EXISTING SURVEY MONUMENTS IN AND AROUND THE WORK AREA INCLUDING MARKERS FOR FRONT PROPERTY CORNERS. IF ANY SURVEY MONUMENT OR MARKERS WILL BE DISTURBED BY CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF OREGON TO CONDUCT A PRE-CONSTRUCTION SURVEY AND TO REPLACE THE AFFECTED MONUMENTS AND MARKERS IN ACCORDANCE WITH STATE LAWS.
- THE CONTRACTOR SHALL CLEAN UP ALL AREAS AFFECTED BY CONSTRUCTION ACTIVITY TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT THE END OF EACH WORKING DAY OR MORE FREQUENTLY IF REQUIRED. THIS INCLUDES REMOVAL OF ALL DUST, MUD, ROCKS, ASPHALT DEBRIS, AND REFUSE FROM STREETS, SIDEWALKS, DRIVEWAYS, AND ANY OTHER AREAS AFFECTED BY THE CONSTRUCTION ACTIVITIES. THE OWNER'S REPRESENTATIVE CAN SHUTDOWN THE PROJECT IF CLEAN UP IS NOT PERFORMED TO THEIR SATISFACTION. WORK WILL RESUME ONCE THE PROJECT SITE IS CLEAN AND ORDERLY AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL ADHERE TO ALL APPLICABLE EROSION CONTROL REQUIREMENTS.
- CONSTRUCTION VEHICLES SHALL PARK ON THE CONSTRUCTION SITE, OR AT A LOCATION INDICATED ON THE APPROVED PLAN. HOURS OF CONSTRUCTION SHALL BE 7:00 AM TO 6:00 PM, MONDAY THROUGH FRIDAY UNLESS SPECIFICALLY NOTED ELSEWHERE. WORK ON SATURDAY OR SUNDAY & HOLIDAYS MUST BE APPROVED BY PROJECT ENGINEER. CONSTRUCTION ACTIVITIES INCLUDE ALL FIELD MAINTENANCE OF EQUIPMENT, REFUELING, PICKUP AND DELIVERY OF EQUIPMENT AS WELL AS ACTUAL CONSTRUCTION ACTIVITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT OR REPLACE ANY EXISTING ABOVE GRADE STRUCTURES (INCLUDING THOSE NOT SHOWN ON PLANS) SUCH AS MAILBOXES, SIGNS, FENCES, OR RETAINING WALLS.
- CONTRACTOR SHALL RESTORE ALL ROADS, DRIVEWAYS, AND OTHER TRENCHED OR DISTURBED AREAS TO THEIR EXISTING CONDITION OR BETTER AND PER CITY STANDARDS AND THESE PLANS AND SPECIFICATIONS.
- OPEN TRENCHES SHALL BE LIMITED TO A MAXIMUM OF 100 FEET WITHIN STREET RIGHT-OF-WAYS UNLESS LIMITED TO A LESSER AMOUNT BY PERMIT. ALL TRENCHES SHALL BE BACKFILLED AND TEMPORARILY PAVED WITH HOT OR COLD AC MIX EVERYDAY OR COVERED WITH A TRAFFIC RATED STEEL SHEET WITH PLATE LOCKS. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND WARNING SIGNS IN ACCORDANCE WITH THE MUTCD, CITY, AND ODOT REQUIREMENTS. TEMPORARY PAVEMENT SHALL BE MAINTAINED UNTIL WORK IS COMPLETED.
- CONTRACTOR SHALL RESTORE TRAFFIC LOOPS DAMAGED OR REMOVED DURING CONSTRUCTION AND SHALL RESTRIPE PARKING AND TRAFFIC LINES AND MARKINGS DAMAGED OR REMOVED DURING CONSTRUCTION FOLLOWING PAVEMENT RESTORATION. PAINT SHALL BE TRAFFIC RATED, 2 COAT MINIMUM APPLIED AND MATCH EXISTING COLOR. PAYMENT SHALL BE INCIDENTAL TO SURFACE RESTORATION BID ITEMS.
- CONTRACTOR MUST KEEP (1) COPY OF APPROVED PLANS ON-SITE WHENEVER CONSTRUCTION IS IN PROGRESS. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO CLOSEOUT, THE CONTRACTOR SHALL SUBMIT "REDLINE DRAWINGS" TO THE CITY FOR PREPARATION OF RECORD DRAWINGS. THE "REDLINE DRAWINGS" ARE TO DOCUMENT ALL DEVIATIONS AND REVISIONS TO THE APPROVED PLANS.
- THIS PROJECT IS SUBJECT TO REQUIREMENTS OF PERMITS ISSUED BY VARIOUS REGULATORY AGENCIES. THE CONTRACTOR IS RESPONSIBLE TO UNDERSTAND AND PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMITS. PRIOR TO COMMENCING WORK THE CONTRACTOR SHALL COORDINATE WITH THE CONTRACTING OFFICE TO VERIFY THE MOST RECENT COPY OF ALL APPLICABLE PERMITS ARE INCORPORATED IN TO THE PROJECT CONSTRUCTION DOCUMENTS.

EXISTING UTILITIES

- ALL UTILITIES: UTILITIES SHOWN ARE BASED ON UNDERGROUND UTILITY LOCATE MARKINGS AS PROVIDED BY OTHERS. THE ENGINEER MAKES NO GUARANTEE THAT THE UNDERGROUND LOCATES REPRESENT THE ONLY UTILITIES IN THE AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INDEPENDENTLY VERIFY THE ACCURACY OF ALL UTILITY LOCATIONS AND THE SIZE OF ALL UTILITIES SHOWN TO AVOID DAMAGE AND/OR DISTURBANCE TO SUCH UTILITIES, AND TO FURTHER DISCOVER AND AVOID ANY OTHER UTILITIES NOT SHOWN HEREON WHICH MAY BE AFFECTED BY THE IMPLEMENTATION OF THIS PLAN. CONTRACTOR SHALL PRESERVE, PROTECT AND SUPPORT ALL EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION, REPAIR, OR REPLACE ALL EXISTING STRUCTURES DAMAGED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO STORM SEWERS, CATCH BASINS, AND CULVERTS.
- POWER, TELEPHONE, GAS AND CABLE: WHERE THESE UTILITIES CROSS THE PROPOSED WATER MAIN, ACTUAL DEPTHS ARE UNKNOWN AND MAY VARY SIGNIFICANTLY. CONTRACTOR SHALL NOTIFY THE CITY IMMEDIATELY IF UTILITY CROSSING DEPTH CONFLICTS ARISE.
- WATER: THE VERTICAL AND HORIZONTAL LOCATIONS OF THE EXISTING WATER MAIN SHOWN ON THE PLANS ARE APPROXIMATE. DEVIATIONS FROM THESE PLANS MAY EXIST. IN LOCATIONS WHERE THE EXISTING WATER MAIN IS EXPOSED IN ORDER TO CONSTRUCT THE NEW WATER MAIN, THE AMOUNT OF OPEN TRENCH SHALL BE MINIMIZED TO AVOID EXPOSING MORE THAN ONE EXISTING WATER MAIN PIPE JOINT WHERE THE EXISTING PIPE IS TO REMAIN. THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT PREVENTS DAMAGE TO THE EXISTING WATER MAIN DURING THE CONSTRUCTION OF THE NEW WATER MAIN.
- MAINTAIN A MINIMUM OF 6 INCHES OF CLEARANCE WHEN CROSSING OTHER UTILITIES. PROVIDE STYROFOAM CUSHION BETWEEN PIPING AT PIPE CROSSINGS WHERE PIPES CROSS WITH LESS THAN 12 INCHES OF VERTICAL SEPARATION. A SAND CUSHION MAY BE USED IN AREAS WHERE ADEQUATE COMPACTION CAN BE ACHIEVED AND AS APPROVED BY THE ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN WATER SERVICE TO ALL EXISTING CUSTOMERS AT ALL TIMES, EXCEPT WHEN CONNECTION TO THE EXISTING SYSTEM IS MADE. NO SERVICE SHALL BE SHUT OFF WITHOUT PRIOR APPROVAL FROM THE CITY.
- OPERATION OF VALVES IN THE CITY'S WATER SYSTEM BY ANYONE OTHER THAN A CITY EMPLOYEE IS STRICTLY PROHIBITED. CONTRACTORS SHALL NOT OPEN OR CLOSE VALVES, OR TAKE ANY OTHER ACTION THAT MAY AFFECT THE OPERATION OF THE EXISTING WATER SYSTEM, EXCEPT AS SPECIFICALLY REQUIRED BY THE PLANS AND SPECIFICATIONS, AND ONLY WITH PRIOR APPROVAL BY THE CITY.
- CONFLICTS WHICH MAY OCCUR DURING CONSTRUCTION OF THE PROPOSED WATER MAIN OR SERVICE LINES SHALL BE RESOLVED IN THE FOLLOWING MANNER, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL SUBMIT PROPOSED CHANGES, AS MARK-UPS ON THE PLANS, TO THE ENGINEER FOR REVIEW:
 - IF THE PROPOSED WATER MAIN CONFLICTS WITH A MAJOR UTILITY SUCH AS A 2" OR GREATER DIAMETER GAS MAIN OR STORM WATER MAIN, THE WATER LINE SHALL BE DEFLECTED WITHIN MANUFACTURER'S STANDARDS OR REALIGNED USING VERTICAL OR HORIZONTAL BENDS AS APPROVED BY THE ENGINEER.
 - IF THE PROPOSED WATER MAIN CONFLICTS WITH A MINOR UTILITY SUCH AS POWER, CABLE, GAS SERVICE AND TELEPHONE LINES, THE UTILITY COMPANY SHALL BE CONTACTED AND THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY TO REALIGN THE CONFLICTING UTILITY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

WATER MAIN ABANDONMENT NOTES

- THE CITY SHALL BE SOLE DETERMINER OF APPROPRIATE ABANDONMENT PROCEDURES AND METHODS. RESTORE ALL DISTURBED SURFACES TO ORIGINAL CONDITION AND TO THE SATISFACTION OF THE CITY. RETURN ALL REMOVED FACILITIES (HYDRANTS, FITTINGS, VALVES, ETC.) TO THE CITY AT THE DISCRETION OF THE CITY. UNUSABLE EQUIPMENT SHALL BECOME PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR. THE FOLLOWING METHODS ARE APPROVED ABANDONMENT PROCEDURES FOR TERMINATED FACILITIES.
- ABANDONED HYDRANTS, SERVICES, BRANCH MAINS, ETC. ARE TO BE ABANDONED AND PHYSICALLY SEPARATED FROM THE MAINLINE AND ARE NOT TO BE LEFT STUBBED OUT FROM THE MAINLINE.

VALVES

- REMOVE VALVE BOXES. CLOSE, PLUG OR BLIND FLANGE THE WATER MAIN. CUT OFF OPERATING NUTS.

WATER MAINS

- CUT AND DRAIN THE ABANDONED WATER MAIN WHERE EXPOSED DURING CONSTRUCTION.
- REMOVE ANY MAINS IN THE WAY OF NEW CONSTRUCTION. SAW CUT AND REMOVE SHORT SECTIONS OF PIPE. MAINS SHALL NOT BE FORCIBLY REMOVED WITH HEAVY EQUIPMENT DUE TO POTENTIAL DAMAGE TO SURROUNDING UTILITIES.
- REMOVE ALL VALVE BOXES.
- MAINS NOT ENCOUNTERED DURING NEW TRENCHING MAY BE LEFT IN PLACE, BUT VALVES MUST BE ABANDONED AS DESCRIBED UNDER "VALVES".
- PLUG ENDS OF ABANDONED MAINS EXPOSED DURING CONSTRUCTION WITH GROUT PLUG, BLIND FLANGE, OR CAP AS DIRECTED BY THE CITY.

WATER SERVICES

- REMOVE ALL VAULTS, SETTERS AND MISCELLANEOUS FITTINGS. BACKFILL WITH CRUSHED ROCK AND COMPACT.
- AT THE DISCRETION OF THE CITY, THE SERVICE LINE MAY REMAIN IN PLACE, BUT MUST BE TERMINATED AT THE MAINLINE.

HYDRANTS

- REMOVE ENTIRE HYDRANT AND ABANDON MAINLINE VALVE AS DETAILED ABOVE. REMOVE ANY BOLLARDS

WATER MAIN CONSTRUCTION NOTES

- WATER MAIN PIPE SHALL BE CLASS 50 DUCTILE IRON. FITTINGS SHALL HAVE MECHANICAL JOINTS WITH MEGALUG JOINT RESTRAINTS OR APPROVED EQUAL WHERE RESTRAINED JOINT PIPE IS SPECIFIED, UNLESS NOTED OTHERWISE.
- WATER MAIN PIPE SHALL HAVE THE APPROPRIATE CORROSION PROTECTION MEASURES INSTALLED AS PER THE PLANS, POLYBAG, JOINT ISOLATION, ANODES ETC. CORROSION TESTING SHALL BE DONE BY AN APPROVED EXPERT.
- MAINTAIN JOINT DEFLECTION WITHIN 80-PERCENT OF MANUFACTURER'S ALLOWABLE LIMITS.
- POTHOLE ALL UTILITY CROSSINGS, INCLUDING SERVICES, A MINIMUM OF 100 FEET AHEAD OF INSTALLED MAIN. ADJUST LINE AND GRADE TO AVOID CONFLICTS AND PROVIDE VERTICAL CLEARANCE. NOTIFY ENGINEER IMMEDIATELY OF ANY CONFLICTS. NO PAYMENT WILL BE MADE FOR EXTRA WORK TO RE-LAY MAIN OR FOR EXTRA FITTINGS TO AVOID CONFLICTS IF CONTRACTOR DOES NOT POTHOLE UTILITY CONFLICT 100 FEET AHEAD OF WATERLINE.
- COMPACTION TESTING IS REQUIRED FOR ALL OPEN CUTS AND/OR CROSSINGS WITHIN PAVED OR TRAVELED AREAS OF PUBLIC AND PRIVATE RIGHT-OF-WAYS. WATER MAIN TRENCH SECTION AND ALL EXCAVATED AREAS SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE CITY STANDARD DETAILS. COMPACTION TESTING SHALL BE REQUIRED DURING BACKFILLING OPERATIONS PER THE SPECIFICATIONS AND AT THE DISCRETION OF THE CITY AT THE CONTRACTOR'S EXPENSE. IF TRENCH BACKFILL DOES NOT MEET COMPACTION REQUIREMENTS, CONTRACTOR SHALL EXCAVATE, RE-COMPACT AND RE-TEST MATERIAL AT CONTRACTOR'S EXPENSE.
- AT POINTS WHERE EXISTING THRUST BLOCKING EXISTS, MINIMUM CLEARANCE OF UNDISTURBED SOIL BETWEEN THE CONCRETE BLOCKING AND PROPOSED BURIED UTILITIES OR STRUCTURES SHALL BE 5 FEET.
- PIPING SHALL BE MUNIPEX OR APPROVED EQUAL FOR ALL WATER SERVICES.
- ALL NEW WATER PIPELINES UNDER CONSTRUCTION SHALL BE PHYSICALLY DISCONNECTED FROM THE CITY'S EXISTING SYSTEM. CONNECTION TO THE EXISTING DISTRIBUTION SYSTEM SHALL BE MADE AFTER PASSING HYDROSTATIC AND BACTERIOLOGICAL TESTING AND ACCEPTANCE BY CITY'S PUBLIC WORKS DEPARTMENT. HYDROSTATIC TESTING SHALL BE MONITORED BY CITY STAFF.
- HYDROSTATIC TESTS: THE TEST SHALL CONFORM WITH AWWA C600. THE TEST PRESSURE SHALL BE 150 PSI AT THE HIGHEST POINT OF ELEVATION IN ANY SECTION. THE DURATION SHALL BE 30 MINUTES AND SHALL BE MONITORED BY CITY STAFF.
- DISINFECTION: PIPELINES SHALL BE FLUSHED AND DISINFECTED BEFORE PLACING INTO SERVICE. DISINFECTION SHALL CONFORM WITH AWWA C651. ONE SET OF BACTERIOLOGICAL SAMPLES SHALL BE COLLECTED FROM THE NEW PIPELINE. HIGHLY CHLORINATED WATER USED FOR DISINFECTION SHALL NOT BE DISCHARGED INTO THE CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM OR SURFACE WATERS. APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS CONCERNING DISCHARGE SHALL BE FOLLOWED.
- THE CONTRACTOR SHALL PERFORM PRESSURE TESTING IN ACCORDANCE WITH THE SPECIFICATIONS, UNLESS OTHERWISE APPROVED. MAINLINE SHALL BE TESTED IN SECTIONS OF NO MORE THAN 1,000 FEET. THE CITY INSPECTOR HAS DISCRETION TO MODIFY THE TESTING REQUIREMENTS AS S/HE DEEMS APPROPRIATE.
- CONTRACTOR SHALL OBTAIN INDIVIDUAL PLUMBING PERMITS FOR EACH WATER SERVICE TRANSFER TO INSTALL THE GLOBE VALVE AND PRV ON THE PRIVATE SIDE OF THE METER.
- NEW WATER METERS WILL BE FURNISHED BY THE CITY'S PUBLIC WORKS DEPARTMENT. RETURN ALL EXISTING METERS TO THE CITY.

TRAFFIC CONTROL NOTES

- CONTRACTOR SHALL ERECT AND MAINTAIN TRAFFIC CONTROL PER THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", PART VI, CONSTRUCTION AND MAINTENANCE, AS ADOPTED AND MODIFIED BY ODOT. SHOULD WORK BE IN AN EXISTING PUBLIC RIGHT OF WAY THAT IS OPEN TO TRAFFIC, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE CITY, COUNTY, AND STATE PERSONNEL FOR APPROVAL. APPROVALS SHALL BE OBTAINED PRIOR TO START OF WORK.
- CONTRACTOR SHALL USE EVERY REASONABLE PRECAUTION TO SAFEGUARD THE PERSONS AND PROPERTY OF THE TRAVELING PUBLIC. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FURNISH, PLACE, AND MAINTAIN THE BARRICADES, BARRIERS, LIGHTS, SIGNAGE, AND FLAGGERS NECESSARY TO PROTECT THE TRAVELING PUBLIC AND THEIR PROPERTY. ALL TRAFFIC CONTROL DEVICES SHALL MEET MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES STANDARDS. ALL BARRICADES AND OBSTRUCTIONS SHALL BE PROTECTED AT NIGHT BY SIGNAL LIGHTS, WHICH SHALL BE SUITABLY DISTRIBUTED AND OPERATED FROM SUNSET TO SUNRISE.
- THE CONTRACTOR SHALL PROVIDE FOR EMERGENCY VEHICLE ACCESS TO ALL PROPERTIES ADJACENT TO THE PROJECT. THE OWNER SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF ANY ACTIONS BY THE CONTRACTOR THAT MAY AFFECT THE FUNCTIONS OR DRIVEWAY ACCESS OF THE OWNER.

LEGEND

EXISTING LEGEND

- TREE
- SURVEY POINT
- SURVEY ANGLE POINT
- WATER METER
- WATER GATE VALVE
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- TELEPHONE PEDESTAL
- POWER POLE
- POWER GUY ANCHOR
- SINGLE POST SIGN
- SANITARY SEWER
- STORM DRAIN LINE
- WATERLINE
- WATER SERVICE LINE
- UNDERGROUND TELEPHONE
- PROPERTY LINE
- RIGHT OF WAY CENTERLINE
- FENCE
- MAJOR CONTOUR
- MINOR CONTOUR
- ROADWAY ASPHALT AREA

PROPOSED LEGEND

- WATERMAIN
- RESTRAINED JOINT PIPE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- THRUST BLOCK
- FLANGED FITTING
- RESTRAINED JOINT FITTING
- CONNECTION TO EXISTING
- BOLLARD

ABBREVIATIONS

AC	ASBESTOS CEMENT	MIN	MINIMUM
BP	BEGINNING POINT	MAX	MAXIMUM
CONC	CONCRETE	N	NORTHING
CL	CENTERLINE	PI	POINT OF INTERSECTION
DIAM	DIAMETER	PROP	PROPOSED
DI	DUCTILE IRON	PVC	POLYVINYL CHLORIDE
DWG	DRAWING	R	RADIUS
E	EASTING	RJ	RESTRAINED JOINT
ELEV	ELEVATION	SPEC	SPECIFICATIONS
EP	ENDING POINT	SS	SANITARY SEWER
EX	EXISTING	ST	STORM
IE	INVERT ELEVATION	STA	STATION
L	LENGTH	STD	STANDARD
LF	LINEAR FEET	STL	STEEL
LTF	LENGTH TO FIT	TYP.	TYPICAL
		W	WATER



CITY OF TALENT
PARK AVENUE WATERLINE
GENERAL INFORMATION



NO.	DATE	DESCRIPTION	BY	REVIEW

SCALE: SHOWN	
DRAWING IS FULL SCALE WHEN BAY MEASUREMENTS?	
DWG NO.: G01	SHEET NO.: 2 of 5

NO.	DATE	DESCRIPTION	BY	REVIEW

REVISIONS

ENGINEER: NCS	DATE: Mar 29, 2024	CLIENT: TAL	JOB NO.: 1011-11B-15
REVIEWED: JAB	DATE: Mar 29, 2024	FILE NAME: PARK-P-WATERP.DWG	

GENERAL NOTES

- EXISTING UTILITIES HAVE NOT BEEN POTHOLED TO IDENTIFY LOCATION, MATERIAL, SIZE OR GEOMETRY.
- CONNECTION TO EXISTING 8" DI PIPE ON THE NORTH END OF LAPREE STREET MUST BE 6 FEET PAST EXISTING ROMAC. COUPLER HAS NOT BEEN LOCATED, MUST BE IDENTIFIED IN THE FIELD.
- ALL DISTURBED MONUMENTS SHALL BE REPLACED PER CITY STANDARDS.

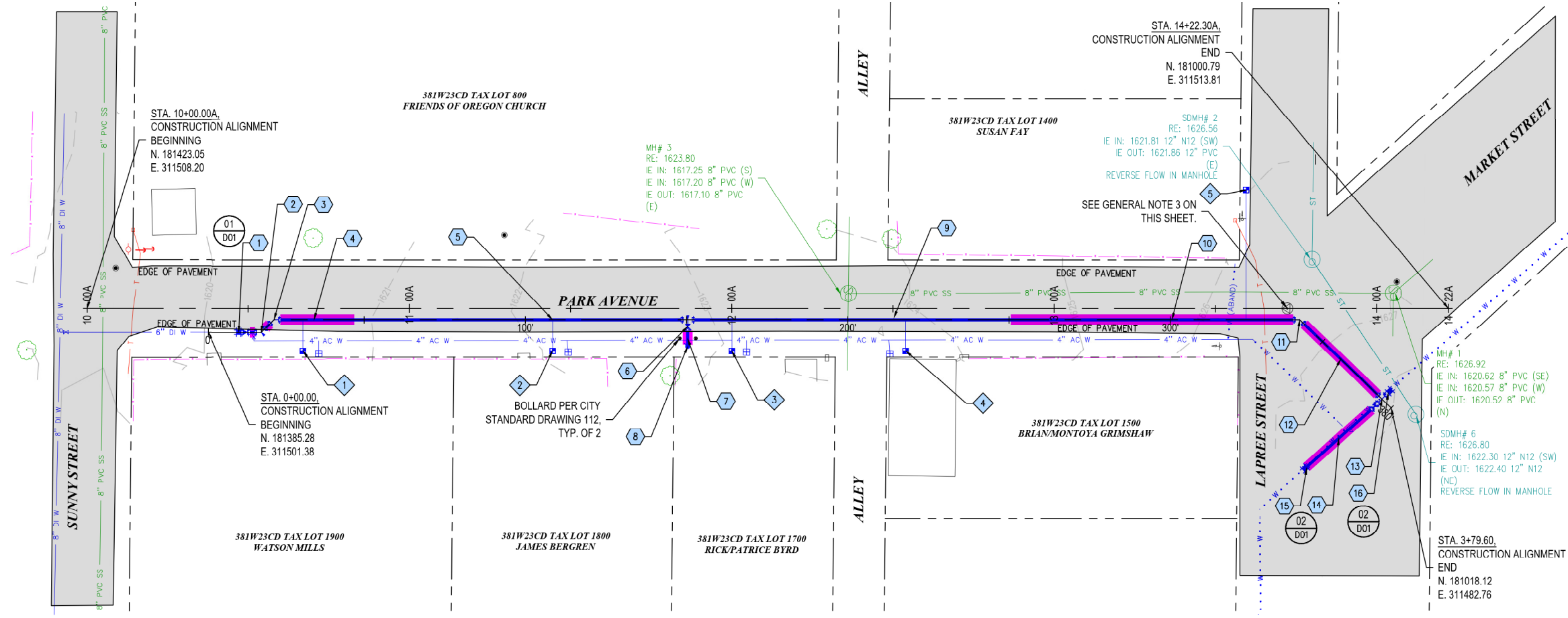
WATER MAIN PIPE AND FITTING NOTES

- APPROX. STA 10+47.1A, 7.3' R:
(1) - COUPLING, CONNECTION TO EXISTING 8" WATERMAIN
(1) - 6" x 8" DI REDUCER (RJRJ)
- APPROX. STA 10+54.1A, 7.3' R:
(1) - 8" DI 45° BEND (RJRJ) WITH CONCRETE BLOCKING
- APPROX. STA 10+58.1A, 3.4' R:
(1) - 8" DI 45° BEND (RJRJ)
- APPROX 25 LF OF 8" RJ DI PIPE
- APPROX 103 LF OF 8" DI PIPE
- APPROX. STA 11+86.4A, 3.4' R:
(1) - 8" x 6" DI TEE (RJRJ) WITH CONCRETE BLOCKING
(1) - 6" GATE VALVE (FLRJ)
- APPROX 8 LF OF 6" RJ DI PIPE
- APPROX. STA 11+86.3A, 11.7' R:
(1) - FIRE HYDRANT ASSEMBLY
- APPROX 100 LF OF 8" DI PIPE
- APPROX 90 LF OF 8" RJ DI PIPE
- APPROX. STA 13+76.2A, 3.4' R:
(1) - 8" DI 45° BEND (RJRJ)
- APPROX 35 LF OF 8" RJ DI PIPE
- APPROX. STA 14+01.7A, 28.0' R:
(1) - 8" DI TEE (RJRJ)
(1) - 8" FOSTER ADAPTER
(1) - 8" GATE VALVE (RJRJ)
- APPROX 32 LF OF 8" RJ DI PIPE
- APPROX. STA 13+77.8A, 49.5' R:
(1) - COUPLING, CONNECTION TO EXISTING 8" WATERMAIN. EXPOSE A MIN OF 6' TO VERIFY THAT NO COUPLING IS IN CLOSE PROXIMITY. IF COUPLING IS EXPOSED REMOVE AND USE AS CONNECTION POINT.
- APPROX. STA 14+04.1A, 25.6' R:
(1) - 8" COUPLING, CONNECTION TO EXISTING 8" WATERMAIN. POT HOLE AND EXPOSE EXISTING PIPING TO FIND END OF DUCTILE IRON. CONNECT TO EXISTING DUCTILE IRON ONLY ON THIS SIDE.

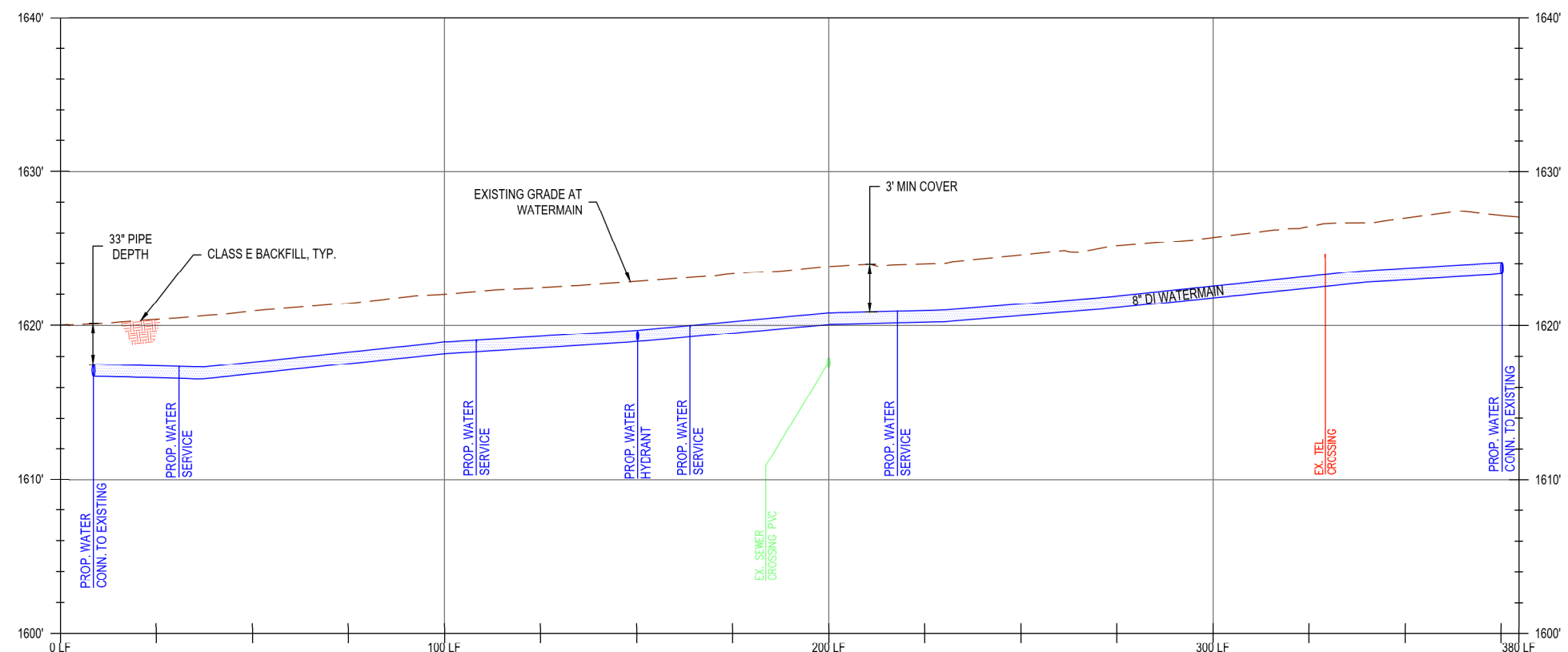
WATER SERVICE NOTES

- APPROX. STA 10+67.1A, 13.1' R:
(1) - WATER METER
- APPROX. STA 11+44.4A, 13.1' R:
(1) - WATER METER
- APPROX. STA 12+00.0A, 13.1' R:
(1) - WATER METER
- APPROX. STA 12+54.0A, 13.1' R:
(1) - WATER METER
- APPROX. STA 13+59.6A, 36.9' L:
(1) - WATER METER

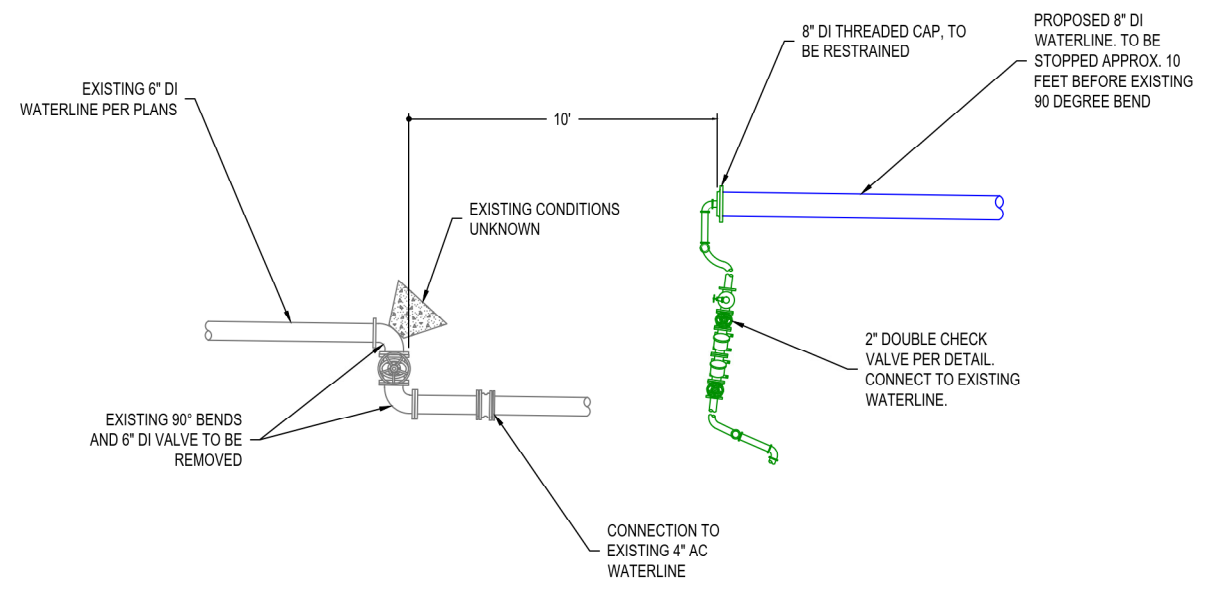
VICINITY MAP



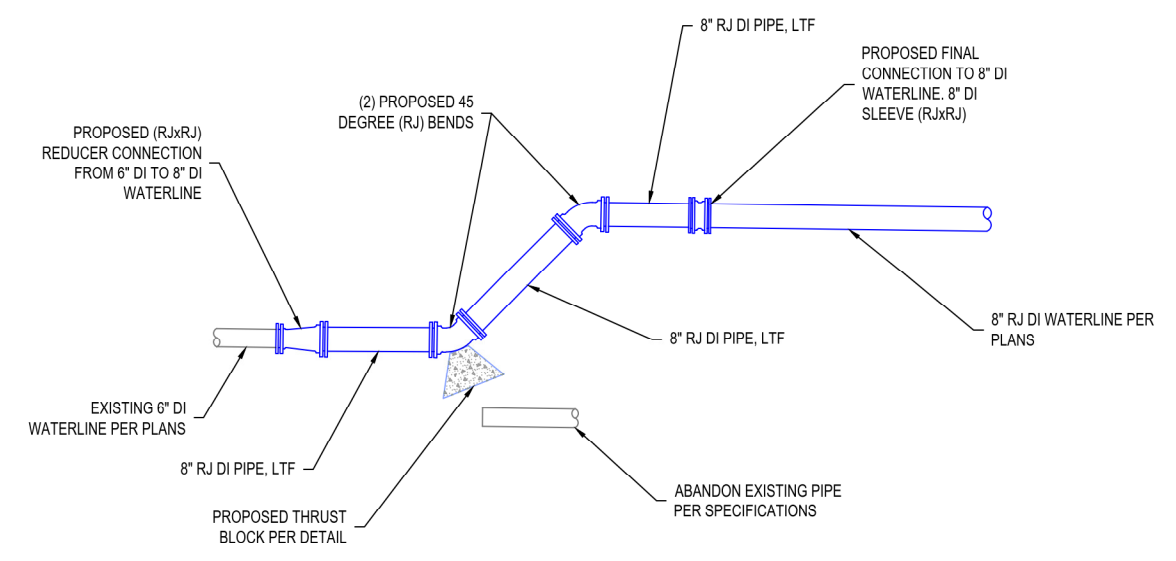
PLAN VIEW
1" = 20'



PARK AVE WATERLINE PROFILE
H: 1" = 20', V: 1" = 5'



TESTING CONFIGURATION
NTS



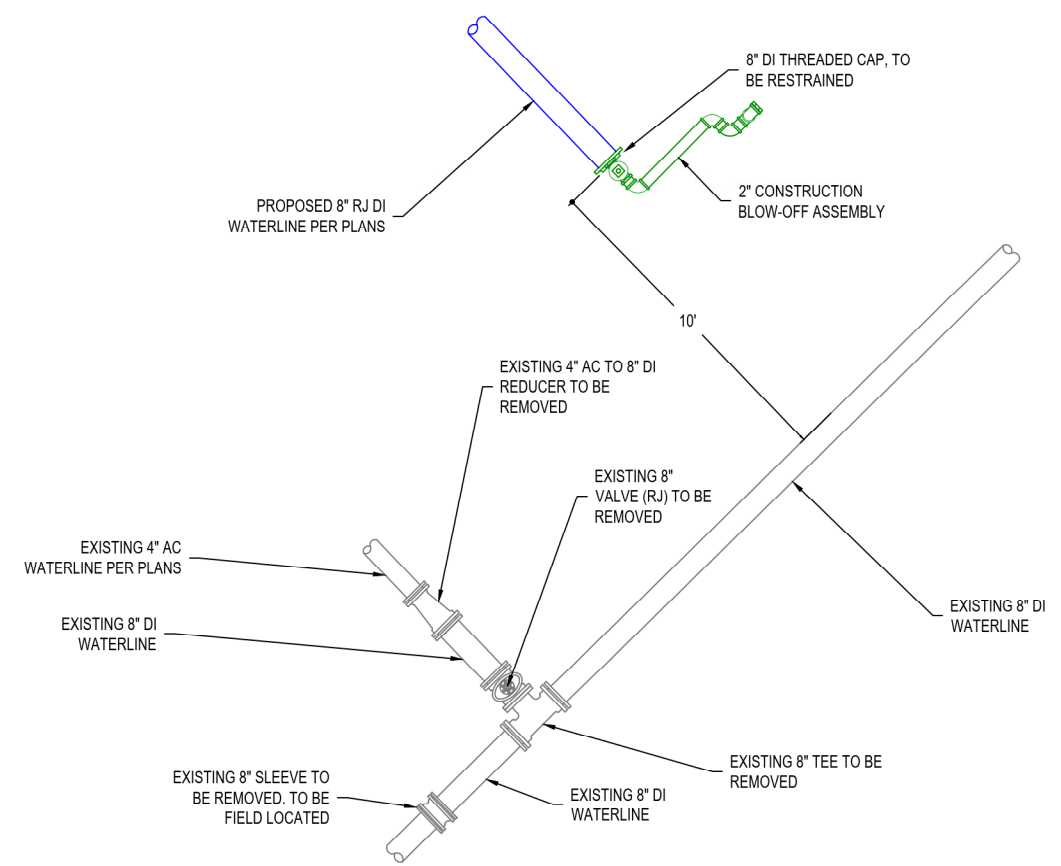
FINAL CONFIGURATION
NTS

01
D01

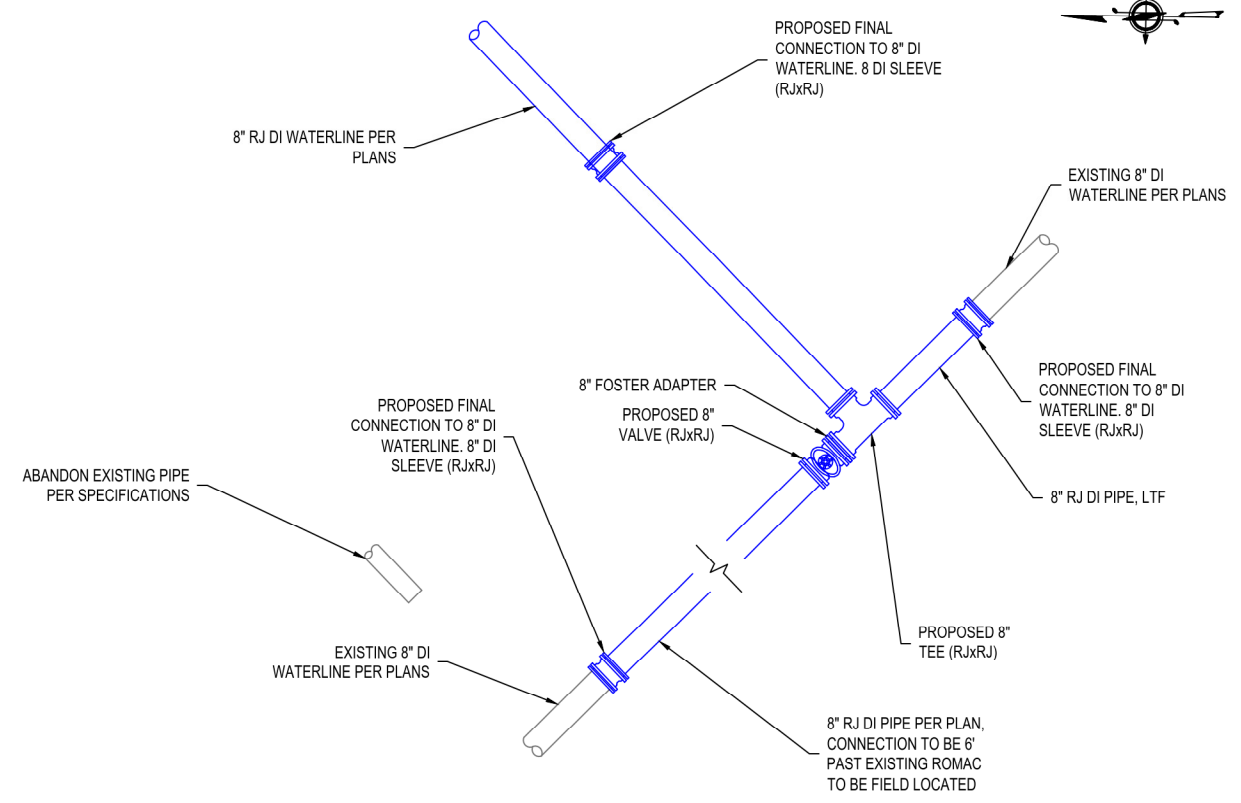
**CONNECTION TO EXISTING SYSTEM ON
PARK AVE**

**CITY OF TALENT
PARK AVENUE WATERLINE**

DETAIL - SHEET 1 OF 2



TESTING CONFIGURATION
NTS



FINAL CONFIGURATION
NTS

02
D01

**CONNECTION TO EXISTING SYSTEM
AT PARK AVE AND LAPREE ST**

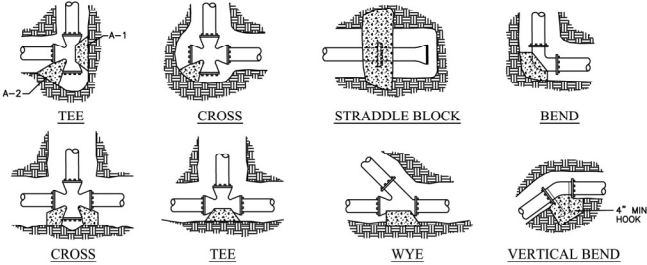


NO.	DATE	DESCRIPTION	BY	REVIEW

ENGINEER: NCS	DATE: Mar 29, 2024	SCALE: SHOWN
REVIEWED: JAB	DATE: Mar 29, 2024	DRAWING IS FULL SCALE WHEN BAR MEASURES 2"
DWG NO.: D01	SHEET NO.: 4	5

(HORIZONTAL) BEARING AREA OF THRUST BLOCKS IN SQUARE FEET					(VERTICAL) VOLUME OF THRUST BLOCK IN CUBIC YARDS							
FITTING SIZE	TEE, WYE, DEAD END AND HYDRANT	STRAKON F BLOCK	90° BEND PLUGGED CROSS	TEE PLUGGED ON RUN		45° BEND	22-1/2° BEND	11-1/4° BEND	90° BEND	45° BEND	22-1/2° BEND	11-1/4° BEND
				A-1	A-2							
4	1.0	1.6	1.4	1.9	1.4	1.0	---	---	---	---	---	---
6	2.1	3.7	3.0	4.3	3.0	1.6	1.0	---	1.3	---	---	---
8	3.8	6.5	5.3	7.6	5.4	2.9	1.5	1.0	2.3	1.1	---	---
10	5.9	10.2	8.4	11.8	8.4	4.6	2.4	1.2	3.7	1.8	---	---
12	8.5	14.7	12.0	17.0	12.0	6.6	3.4	1.7	5.5	2.8	1.2	---
14	11.5	---	16.3	23.0	16.3	8.9	4.6	2.3	7.6	3.9	1.7	---
16	15.0	26.1	21.3	30.0	21.3	11.6	6.0	3.0	9.9	5.1	2.3	0.9
18	19.0	---	27.0	38.0	27.0	14.6	7.6	3.8	---	---	---	---
20	23.5	40.8	33.3	47.0	33.3	18.1	9.4	4.7	---	---	---	---
24	34.0	58.8	48.0	68.0	48.0	26.2	13.6	6.8	---	---	---	---

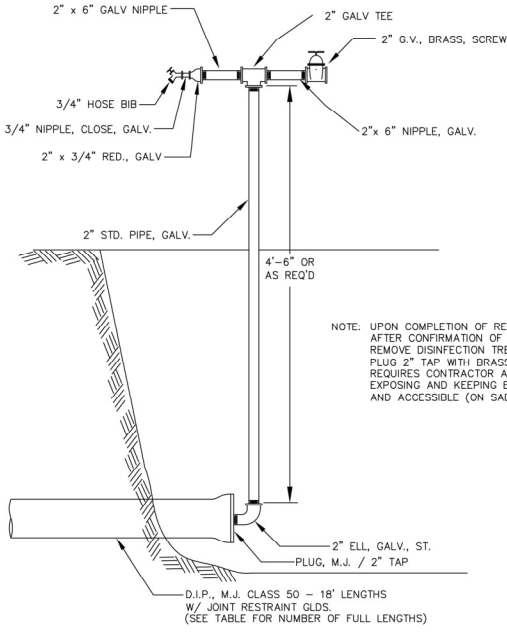
NOTES:
 1. ABOVE BEARING AREAS BASED ON TEST PRESSURE OF 150 PSI AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 POUNDS PER SQUARE FOOT. TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES, USE THE FOLLOWING EQUATION:
 BEARING AREA = (TEST PRESSURE / 150) x (2000 / SOIL BEARING STRESS) x (TABLE VALUE)
 2. ABOVE VOLUMES BASED ON TEST PRESSURE OF 150 PSI AND THE WEIGHT OF CONCRETE = 4050 POUNDS PER CUBIC YARD. TO COMPUTE FOR DIFFERENT TEST PRESSURES, USE THE FOLLOWING EQUATION:
 VOLUME = (TEST PRESSURE / 150) x (TABLE VALUE)



NOTES:
 1. CONCRETE BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH.
 2. ALL CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 930.00-00- PORTLAND CEMENT CONCRETE (PCC)
 3. INSTALL 8 MIL POLYETHYLENE MEMBRANE BETWEEN PIPE AND/OR FITTINGS BEFORE POURING CONCRETE BLOCKING.
 4. CONCRETE SHALL BE KEPT CLEAR OF ALL JOINTS AND ACCESSORIES.
 5. THE RODS SHALL BE DEFORMED GALVANIZED COLD ROLLED STEEL, 40000 PSI TENSILE STRENGTH.

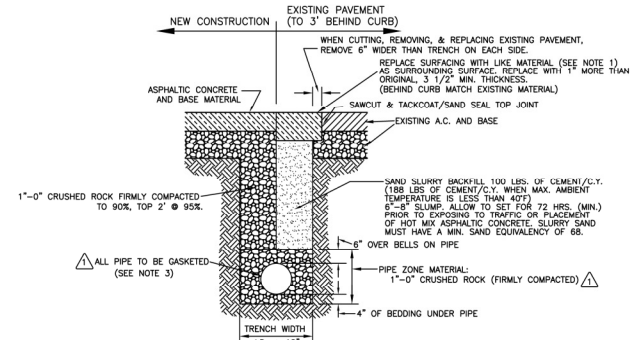
RODS FOR VERTICAL BENDS		
FITTING SIZE	ROD SIZE	EMBEDMENT
12" AND LESS	#6	30"
14"-16"	#8	36"

THRUST BLOCK DETAIL
AS SHOWN

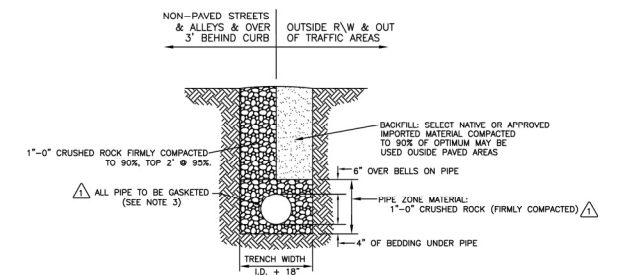


SIZE	TABLE
4"	3
6"	3
8"	3
12"	5

PRESSURE TEST, DISINFECTION, DECHLORINATION AND SAMPLING TREE W/ END DRAIN DETAIL
NOT TO SCALE



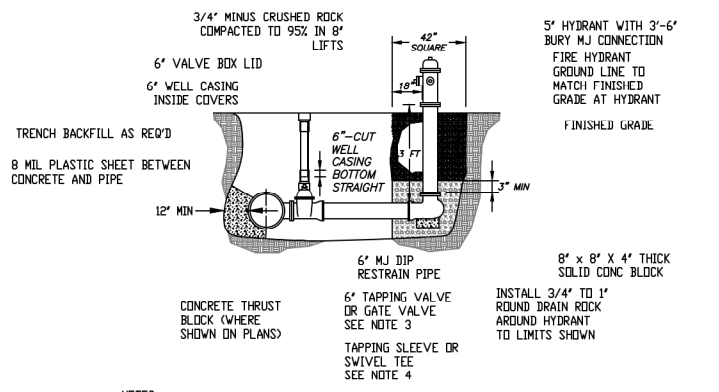
TRENCH DETAIL
UNDER PAVED AREAS



TRENCH DETAIL
OUTSIDE PAVED AREAS

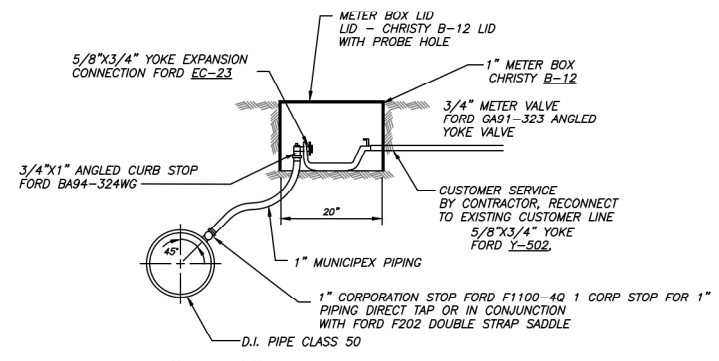
NOTES:
 1. COLD MIX AC MAY BE USED AS TEMPORARY PATCH ONLY.
 2. ALL STEEL TRAFFIC PLATES IN TRAVELLED AREAS MUST BE "BANDSAWED" WITH COLD MIX AC TO ALLOW SMOOTHER TRANSITION.
 a) MINIMUM 12" LAP OF STEEL PLATES ONTO EXISTING PAVEMENT.
 b) MINIMUM 3/4" STEEL PLATE THICKNESS.
 3. ALL GASKETED JOINTS SHALL BE PRESSURE TESTABLE. (CONCRETE PIPE - ASTM C443; PVC & HDPE PIPE - ASTM D3212)

TRENCH DETAIL
AS SHOWN



NOTES:
 1. A MINIMUM OF 5 FEET OF CLEAR SPACE AROUND THE FIRE HYDRANT BARREL SHALL BE MAINTAINED AT ALL TIMES, INCLUDING INSIDE PLANTER AREAS.
 2. AN OFFSET WILL BE REQUIRED TO USE A STANDARD 3'-6" BURY HYDRANT WHEN THE MAIN HAS GREATER THAN 3 FEET OF COVER.
 3. FOR WET TAP, USE FLANGE X M.J TAPPING VALVE. FOR DRY CONNECTION, USE M.J X M.J TAP VALVE.
 4. FOR WET TAP, USE TAPPING SLEEVE WITH FLANGE CONNECTION. FOR DRY CONNECTION, USE A M.J SWIVEL TEE.

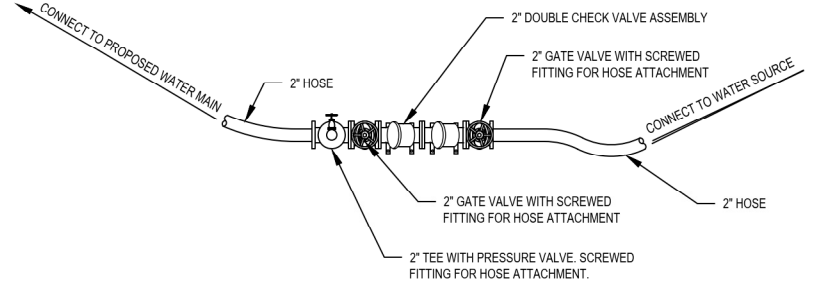
FIRE HYDRANT ASSEMBLY
NOT TO SCALE



CITY OF PHOENIX
 1) INSPECT.
 2) FURNISH AND INSTALL METER.

CONTRACTOR
 1) EXCAVATE, INSTALL AND BACKFILL.

1" SERVICE WITH 5/8"x3/4" METER SETTING DETAIL



2" DOUBLE CHECK VALVE ASSEMBLY DETAIL
NOT TO SCALE



CITY OF TALENT
PARK AVENUE WATERLINE
DETAIL - SHEET 2 OF 2



NO.	DATE	DESCRIPTION	BY	REVIEW

SCALE: SHOWN
 DRAWING IS FULL SCALE WHEN BAR MEASURES 2"
 SHEET NO. 5