CITY OF NEWPORT
PUBLIC IMPROVEMENT CONTRACT

This contract is between the City of Newport ("City"), an Oregon municipal corporation, 169 SW Coast Highway, Newport, OR 97365 and Quality Concrete Construction Company ("Contractor") PO Box 567, Newport, OR 97365.

Recital

City selected Contractor to perform work for the City according to its public contracting rules and process.

Terms of Contract

1. Term. This contract shall be effective when signed by both parties; Contractor has submitted the required certificates of insurance and bonds and the City has issued a Notice to Proceed. It shall remain in effect until the work has been completed; the work has been accepted by the City, and the warranty period has expired. The expiration of the term does not affect any right that arose prior to expiration. Terms that by their nature survive expiration shall remain in effect after expiration.

   a. Work shall commence as stated in the Notice to Proceed from City to Contractor.

   b. Work shall be substantially complete within 60 working days as specified in Addenda No. 1

2. Scope of Work. Contractor shall perform the work in Exhibit A – Scope of Work ("Project"). Contractor is required to furnish all materials, labor, water, tools, power, equipment, transportation and other work needed to construct the Project.

3. Payment. City shall pay Contractor an amount not to exceed $59,566.50 according to the schedules and prices stated in Exhibit B.

   a. Contractor shall invoice the City monthly for work performed, based on an estimate of the amount of work completed and the value of the completed work. City shall make a progress payment equal to the value of the completed work (of uncontested amounts), less amounts previously paid, less retainage of five percent (5%), within 30 days of receipt of the invoice.

   b. City shall inspect the Project within 15 days of receipt of written notice from Contractor that the work is ready for final inspection and acceptance. The City shall either accept or reject the work in writing. A rejection must state the reasons for the rejection and list the work that must be done before the Project can be accepted. If a rejection is issued, Contractor shall complete all work needed to be done and request another inspection. The process shall be continued until the City determines that the Project is complete and accepted.

   c. Within 30 days after written acceptance by the City and receipt of the warranty bond required by Section 8.c, all remaining amounts, including the retainage, shall be paid to Contractor, provided that Contractor shall submit evidence satisfactory to the Project Manager or Contracts Manager that all payrolls, material bills, and other indebtedness connected with the work have been paid. In case of disputed

indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to City guaranteeing payment of all such disputed amounts. If City fails to pay within 30 days of acceptance and receipt of the bond, City shall pay interest at the rate of 1.5% per month on any unpaid amounts.

4. Contract Documents.

This contract consists of the main text of this contract and the following exhibits:

a. Exhibit A – Scope of Work
b. Exhibit B – Bid Schedule

The following documents are part of the contract documents and are binding on the parties:

a. Authorized Change Orders
b. Notice to Proceed
c. Contract, including Exhibits
d. Drawings
e. Supplemental Specifications
f. Special Conditions or Provisions
g. Standard Specifications and Drawings
h. General Conditions or Provisions
i. Solicitation/RFP Documents

In the event of a conflict between or among contract documents, specific provisions and detailed drawings shall prevail over general provisions and general drawings. In the event two provisions conflict, Contractor will comply with the most stringent provision. Figure dimensions on plans shall take precedence over scale dimensions. Contractor must also supply a performance bond and a payment bond, as required by Section 8 and certificates of insurance as required by Section 7. Contractor acknowledges that it has or has access to all the contract documents referred to in this Section and will comply with all the contract documents.

5. Provisions Required by State Law and Grant Requirements

a. Contractor shall:

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

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

iii. Not permit any lien or claim to be filed or prosecuted against City.

iv. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

v. Demonstrate that an employee drug testing program is in place. City has the right to audit and/or monitor the program. On request by the City,

Contractor shall furnish a copy of the employee drug-testing program.

vi. Salvage or recycle construction and demolition debris, if feasible and cost-effective.

b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.

c. If Contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City (or in the case of a subcontractor, from Contractor), 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 30 days after the date when payment was received from the contracting agency or from the Contractor. The rate of interest may not exceed 30 percent. The amount of interest may not be waived.

d. If Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this, 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.

e. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

f. For work under this contract, a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:

i. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

ii. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

iii. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

Contractor is not required to pay overtime if the request for overtime pay is not filed within 30 days of completion of the contract if Contractor has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C.545(1).

g. Contractors and subcontractors must give notice in writing to employees who perform work under this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

h. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

i. All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017, and provide the required Workers' Compensation coverage, unless exempt under the law. Contractor shall ensure that each of its subcontractors comply with these requirements.

j. Contractor shall utilize where applicable, recycled materials if: (a) the recycled product is available; (b) the recycled product meets applicable standards; (c) the recycled product can be substituted for a comparable non-recycled product; and (d) the recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

k. Contractor shall include in each first-tier subcontract, including contracts with material suppliers, a clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts paid to Contractor by City under this contract, and if payment is not made within 30 days after receipt of payment from City, to pay an interest penalty as specified in ORS 279C.515(2) to the first-tier subcontractor. The interest penalty does not apply if the only reason for the delay in payment is due to a delay in payment by City to Contractor. Contractor shall include in each of Contractor's subcontracts, a provision requiring the first-tier subcontractor to include a similar payment and interest penalty clause and shall require subcontractors to include similar clauses with each lower-tier subcontractor or supplier.

l. By signing this contract, Contractor certifies that all subcontractors performing construction work shall be registered by the Construction Contractors Board or licensed by the State Landscape Contractors Board and such other boards and commissions as required, before the subcontractor starts work on the Project.

m. By signing this contract, Contractors certifies that it shall comply with Oregon tax laws.

6. Indemnity

Contractor shall defend, indemnify, and hold the City, its officers, agents and employees, harmless against all liability, loss, or expenses, including attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

7. Insurance

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	**Limit**
General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Medical Expense (Any one person)	$5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than $500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City

F. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Contractor shall provide City with certificates of insurance demonstrating that all required insurance is in place prior to issuance of the notice to proceed.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement. The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement.

8. Bonds

a. Contractor shall provide a separate Performance Bond and a separate Payment Bond in a form acceptable to the City Attorney. Each bond shall be equal to 100% of the contract amount. The Performance Bond and the Payment Bond must be signed by the Surety's Attorney-in-Fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Newport's consent, nor shall the City release them prior to Contract completion. Bonds must be originals - faxed or photocopied bond forms shall not be accepted.

b. Contractor shall file with the Construction Contractor's Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of $30,000 prior to starting work on this contract. Contractor is aware of the provisions of ORS 279C.600 and 279C.605 relating to notices of claim and

payment of claims on public works bonds.

c. Contractor shall provide a warranty bond in the amount of the contract amount to cover the warranty period set forth in section 13. The City's acceptance of the work shall not take effect until receipt of the warranty bond.

9. Conflict of Interest

Contractor shall not give or offer any gift, loan, or other thing of value to any city official or employee. The Contractor shall not rent, lease, or purchase materials, supplies, or equipment, with or through any City official or employee.

10. Impact on Traffic and Property

Contractor shall adopt reasonable means and comply with all laws, ordinances, and regulation in order to minimize interference to traffic and damage to both public and private property; including the provision of adequate dust control, provisions of adequate noise control and all obstructions to traffic in accordance with the manual on uniform traffic control devices if applicable.

11. Prevailing Wage

a. Contractor shall pay workers in each trade or occupation the higher of the applicable State prevailing wage rate or the federal prevailing wage rate under the Davis-Bacon Act (40 U.S.C. 3141 et seq.). Contractor and any subcontractors shall post the prevailing wage rates and fringe benefits as required by ORS 279C.840.

b. Contractor shall furnish weekly to the City, certified statements, in writing, on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed on the works; and (b) that no worker employed on the work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage. If the Contractor has not filed the certified statements as required under this contract, the City shall retain 25 percent of any amount earned by the Contractor until the Contractor has complied. The City shall pay the Contractor the amount retained under this subsection within 14 days after the Contractor has filed the certified statements with the City.

c. Contractor shall allow the Bureau of Labor and Industries ("BOLI") to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage is actually being paid and shall make payment records available to BOLI on request. Contractor shall require subcontractors to provide the same right of entry and inspection.

d. City shall not make final payment unless the prevailing wage rate certifications are received.

e. Contractor must comply with all laws and regulations relating to prevailing wages, whether or not set out in this contract. Further information regarding prevailing wages, including requirements applicable to Contractor, is available at:

f. Prevailing Wage Requirements (ORS 279C.830 AND ORS 279C.840).

The Contractor shall pay to workers in each trade or occupation the current, applicable State prevailing rate of wage as established by the Oregon State Bureau of Labor and Industries (BOLI) http://www.boli.state.or.us/BOLI and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) through to the completion of this Contract (The current wage rate is determined by the 1st date of advertisement of the project).

Davis Bacon and Oregon State Prevailing Wage Rates included in the Invitation to Bid are applicable to this project; the higher of two wage rates shall be paid for each hour worked. Information is also available by contacting BOLI at 971-673-0839 or http://www.oregon.gov/BOLI/WHD/PWR/index.shtml

12. Equal Opportunity Employment

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements.

13. Warranties

Contractor unconditionally warrants all work and materials under this Contract, including additional work authorized under change orders, against any defects whatsoever, for one year from the date of acceptance by the City, except that manufacturers' warranties and extended manufacturer warranties as specified in the contract documents or otherwise is a standard manufacturer product warranty shall not be abridged. In addition to its right to proceed on the warranty, the City may recover for breach of contract or negligence even if defects do not become evident during the warranty period. Without limiting the foregoing:

a. Contractor shall: i) perform all work in accordance with all specifications, correcting any work not in compliance with specifications, ii) repair all damage to other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from occurrences beginning during the warranty period, and which are the result of defects in construction or materials installed under this contract. Contractor shall be responsible for all costs associated with site cleanup and remediation caused by, or resulting in whole or in part from, defects in its work or materials.

b. Within 10 calendar days of the City's written notice of defects, Contractor or Contractor's Surety shall start repair of the defects and all related damage. If Contractor or Contractor's Surety fails to correct and repair the defects in a timely manner, the City may have the correction and repair done by others. Contractor or Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct and repair the defects or the City may deduct any amount incurred for such correction and repair from amount owed to the Contractor

c. In case of an emergency where delay could result in serious loss or damage, the City may make emergency corrections and repairs, without written notice. Contractor or

Contractor's Surety shall promptly reimburse the City for all expenses incurred to correct and repair from amount owed to the Contractor.

d. All work done to comply with the warranty shall itself be warranted for one year beginning on the date of the City's acceptance of the corrections, repairs, replacements or changes.

14. Liquidated Damages

Contractor recognizes that the City shall incur significant internal and external costs (damages) as a result of any delay by the Contractor completing all work within the specified contract time. However, given the nature of the Project, it is unduly burdensome and difficult to demonstrate the exact dollar value of damages related to delay. The City has made a good faith and reasonable estimate of damages it would suffer from delay in completion. Contractor agrees to pay to City, not as a penalty but as liquidated damages, the amount specified in Exhibit A or the City's Special Conditions, if attached, for each calendar day of delay in completion of the project.

The City is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess.

If the Contract is terminated according to the Section 15 and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages shall be assessed against the Contractor for the duration of time reasonably required to complete the work.

15. Termination

a. Default. City may terminate this contact for default on 10 day's written notice if Contractor:

- Violates any material provision of the contract;
- Disregards applicable laws and regulation;
- Refuses or fails to supply enough materials, equipment or skilled workers for the prosecution of the Work in compliance with the contract;
- Fails to make prompt payment to subcontractors;
- Makes an unauthorized assignment;
- Has a receiver appointed because of the Contractor's insolvency;
- Is adjudged bankrupt and the court consents to the contract termination; or
- Otherwise fails or refuses to perform the contract according to its terms and conditions.

Contractor may avoid termination by remedying the default to City's satisfaction within the 10 day notice period. The City may extend the 10 day period if it is satisfied that Contractor is making satisfactory progress towards remedying the default. On termination, Contractor shall provide City with immediate and peaceful possession of the Project site, and of all materials and equipment to be incorporated into the Project, whether located on and off the Project site, for which the Contractor received progress payments.

If the contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the City because of the Contractor's breach of Contract; or

- Entitled to receive any further progress payments until the work is completed. However, progress payments for completed work that is disputed and remains due and owing at the time of contract termination may be made according to the City's payment terms, except that City shall be entitled to withhold sufficient funds to cover costs incurred by the City as a result of the termination. Final payment to the Contractor shall be made according to the City's payment terms.

If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for public convenience. On termination, City may:

- Take possession of the Project site;
- Take possession of materials on the Project site;
- Take possession of materials not on the Project site, for which the Contractor received progress payments;
- Take possession of equipment on the Project site that is to be incorporated into the work;
- Take possession of equipment not on the Project site that is to be incorporated into the work, and for which the Contractor received progress payments; and
- Finish the work by whatever method the City deems expedient.

b. Termination for Public Convenience. City may terminate the contract in whole or in part whenever the City determines that termination of the contract is in the best interest of the public.

- **Notice**
  The City shall provide the Contractor and the Contractor's Surety seven (7) calendar days' written notice of termination for public convenience. On the termination date stated in the notice, Contractor and Contractor's Surety shall provide the City with immediate and peaceful possession of the Project site, and of materials and equipment to be incorporated into the work, whether located on and off the Project site, for which the Contractor received progress payments.

- **Compensation**
  If the contract is terminated for public convenience, compensation shall be determined by the amount of Work completed/installed and materials and equipment furnished and the status of payment (paid/un-paid) for such work, materials & equipment; less any outstanding labor or material claims against the Contractor.

16. Compliance with Law

a. Contractor shall comply with all applicable federal, state and local laws, ordinances, and regulations. Contractor shall maintain a current City business license. When multiple standards apply, Contractor shall comply with the more stringent standard. Contractor shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all

applicable requirements of federal, state and City civil rights and rehabilitation statues, ordinances, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws). Contractor agrees to comply with ADA in its employment practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

b. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable prebid visual site inspection, and the condition requires compliance with the environmental and natural resources regulations listed in the invitation to bid, Contractor shall immediately notify City and not perform further work without written direction from City. On request of the City, Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition and provide the cost estimate promptly to the City. Within a reasonable time after receiving the estimate, the City may:

i. Terminate the contract;
ii. Complete the work itself;
iii. Use other resources already under contract with the City, through the City of Newport;
iv. Solicit bids for a new contractor to provide the necessary services under the competitive bid requirements of this chapter; or
v. Issue a change order, setting forth the additional work that must be undertaken, including any necessary extension of time;
vi. Seek recovery form property owners or other responsible parties.

If City chooses to terminate the contract under this subsection, Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. If City causes work to be done by another entity, Contractor may not be held liable for actions or omissions of the other entity.

17. Assignment

Contractor shall not assign or transfer its interests in this contract without written consent of City, which consent may be withheld in the City's sole, subjective discretion.

18. Non-partnership

Neither the City nor Contractor is a partner or joint venture with the other party in connection with the activities carried out under this contract. Contractor is engaged as an independent contractor.

a. Contractor shall be solely responsible for payment of any federal or state taxes required as a result of this Contract.

b. Contractor is not a City employee and is not entitled to any benefits granted to City employees.

19. Force Majeure

Neither party shall not be held responsible for delay or default caused by fire, riot, war or acts of nature beyond a party's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

20. Waiver

The failure of the either party to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

21. Limitation on Authority

The City retains its authority to execute all applications, contracts and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Contract, or as authorized in writing.

22. Attorney Fees and Governing Law

In the event an action, suit of proceeding, including appeal, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the Lincoln County Circuit Court in the State of Oregon.

23. Merger

No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. A waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by signature of its authorized representative, hereby acknowledges that Contractor understands the Contract and agrees to be bound by its terms and conditions.

24. Notices

All notices shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of Newport
169 SW Coast Highway
Newport, Oregon 97365
Attn: Jim Voetberg, City Manager
Phone: 541-574-0601
Email: j.voetberg@newportoregon.gov

If to Contractor:
Quality Concrete Const. Co.
P.O. Box 567 Newport 97365
ATTN: Mike McClelland

Phone: 541 270 2028
Email: Mike 10.4 @ hotmail.com

Service by mail shall be deemed complete on the date of actual delivery or three (3) business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served on receipt of the facsimile or E-Mail, followed by mail delivery.

By the signatures of their respective authorized signatories, the parties agree to all terms and conditions of this Contract.

CITY OF NEWPORT:

Jim Voetberg, City Manager — Date: 5/7/12

CONTRACTOR:

Quality Concrete Const Co
By: Mike McClelland
Its: V-Pres — Date: 5/4/12

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Work phases.
4. Work under other contracts.
5. Owner-furnished products.
6. Use of premises.
7. Owner's occupancy requirements.
8. Work restrictions.
9. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. EXISTING CONDITIONS

1. The City of Newport is soliciting Proposals from qualified contractors to construct a reinforced concrete pad of approximately 13,950 square feet. The pad is located the City of Newport Wastewater Treatment Plant at 5525 SE 50th Place, Newport, OR 97365. A drawing showing the reinforced concrete pad location within the plant site is included in the Attachments.

B. PROPOSED WORK

1. BID ITEM NO.1 – 00759 MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

a. All materials and labor to construct a reinforced concrete pad in accordance with the attached construction drawings and ODOT Standard Specification 00759 Miscellaneous Portland Cement Concrete Structures. The approximate dimensions of the reinforced concrete pad are 155'long x 90'wide x 6"thick. The actual length and width will be field adjusted to fit the dimensions of the existing sub-base. Preparatory grading and removal of a 76' long x 14.5' wide x 4" thick (approximate dimensions) will be considered incidental to the con-

struction of the reinforced concrete pad and included in the unit price for Bid Item No. 1 00759 Miscellaneous Portland Cement Concrete Structures.

C. REINFORCED CONCRETE QUANTITY MEASUREMENTS

1. Concrete measurements for payment will be calculated using measured dimensional data collected by City Staff.

D. UNIT PRICES

1. Quantities included in the bid schedule are estimated quantities only. Actual quantities may vary depending upon construction conditions. The Owner reserves the right to vary the quantities of the contract as needed.

E. OWNER: City of Newport

1. Engineer/Owner's Representative:

Ted Jones, PE
Senior Project Manager
City of Newport
169 SW Coast Highway
Newport, OR 97365
P: 541-574-3375
C: 541-351-1802
t.jones@newportoregon.gov

2. Wastewater Manager:

John Ritchey
City of Newport
P: (541) 574-3371
C: (541) 961-2734
j.ritchey@newportoregon.gov

1.4 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated on the drawings. Do not disturb portions of Project site beyond areas in which the Work is indicated.

B. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 WASTE REMOVAL

A. The Contractor shall be responsible for safe removal of the waste materials in accordance with the General Conditions of the Contract.

B. The City has a franchise agreement with a hauler for waste removal within the City for debris removal by Contractors in excess of 12 cubic yards. Provisions for construction dumpsters and debris removal can be coordinated with:

1. Thompson's Sanitary
   7450 Northeast Avery Street
   Newport, OR 97365
   (541) 265-7249

END OF SECTION 01330

Exhibit B: Bid Schedule

	ITEM	UNIT	QTY	UNIT PRICE	TOTAL
SECTION 00759 – Miscellaneous Portland Cement Concrete Structures					
1	155' long x 90' wide x 6" thick reinforced concrete pad (approximate dimensions) Pay item includes preparatory site grading and asphalt removal as incidental to the concrete work	SQFT	13,950	$4.27	$59,566.50
				TOTAL	$59,566.50