

**PUBLIC IMPROVEMENT CONTRACT
CITY OF NEWPORT**

This contract is between the City of Newport, ("City"), an Oregon municipal corporation, 169 SW Coast Highway, Newport, OR 97365, and Frank Construction Co ("Contractor"), 8025 NE Glisan, Portland, OR 97213.

Recital

City selected Contractor to perform work for the City on the *NW 3RD STREET SIDEWALK IMPROVEMENT PROJECT* 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 on the project set forth in section 13 has been completed, the improvement 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 by 31 Oct 2012.
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 \$162,149.80 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
- c. Exhibit C – Public Contracting Code
- c. Exhibit C – ODOT ROW Permit

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, co-partnership, 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 ORS 656.126. 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 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 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:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,200,000
Each Occurrence	\$1,200,000
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.

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 (Prevailing wages shall apply only if contract exceeds \$100,000)

- 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 successful bidder shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The successful bidder 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.

- a. Contractor shall perform all work in accordance with all specifications, correcting any work not in compliance with specifications, and for all repairs of 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 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.

- 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 the defects.
- 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 Provisions, 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 Contract 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 remain 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 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 statutes, 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;
- 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 from 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 appropriate court of 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: Melissa Román
Phone: 541-574-3377
Email: m.roman@newportoregon.gov

If to Contractor:

Phone: _____

Email: _____

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.

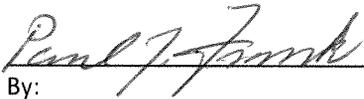
CITY OF NEWPORT:



Jim Voetberg, City Manager

9-5-12
Date

CONTRACTOR:


By: _____

8/14/2012
Date

Its: President

**EXHIBIT A
SCOPE OF WORK**

The scope of work includes of all plans, specifications, special provisions, addenda and other documents associated with the solicitation package for the NW 3rd ST Sidewalk Improvement Project, to be included here by reference and correction.

**EXHIBIT A
CORRECTION**

SECTION 00210 - MOBILIZATION

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

Payment

00210.90 Payment – Replace section with the following:

Mobilization will be incidental to the work.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

00220.40(e) Lane Restrictions - Replace the paragraph that begins "Do not close any..." with the following paragraph:

Do not close any traffic lanes and remove all barricades and objects from the roadway during the following periods:

(4) Special Events - Add the following to the end of this subsection:

The following special events will occur during this Project:

- Labor Day Weekend starting at 4:00 P.M. August 31, 2012 through 7:00 AM September 4, 2012

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

Payment

00225.90 Payment – Replace section with the following:

Traffic control will be incidental to the work.

SECTION 00305 - CONSTRUCTION SURVEY WORK

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

Description

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

<http://www.oregon.gov/ODOT/HWY/GEOMETRONICS/documents.shtml>

Measurement

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

Payment

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

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

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

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

Progress payments will not be in excess of the reasonable value of the surveying work estimated by the Engineer.

Costs incurred caused by survey errors will be at the Contractor's expense. These costs include price adjustments for failure to meet requirements of the "Construction Surveying Manual for Contractors", 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 modified as follows:

00310.00 Scope - Add the following:

This work consists of asphalt sawcutting, removal of asphalt, removal of roadbed in seed areas and removal of asphalt driveways.

00310.41(a) General - Replace this subsection, except for the subsection number and title, with the following:

Where an abutting structure or part of a structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining structure.

Payment

00310.90 Payment – Replace section with the following:

Removal of Structures and Obstructions will be incidental to Section 00330 - EARTHWORK.

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(b) Preserving and Trimming Vegetation - Add the following to the end of this subsection:

(4) Trees To Be Saved - The Engineer will identify and mark trees to be saved. Provide and place orange plastic mesh fencing, from the QPL, around critical root zones of marked trees or tree groups as directed. Do not begin construction activity or move equipment into existing tree areas until the plastic mesh fencing is in place.

Do not work within the critical root zone of protected trees unless written approval is obtained from the Engineer.

Payment

00320.90 Payment – Replace section with the following:

Clearing and Grubbing, including plastic mesh fencing, will be incidental to Section 00330 - EARTHWORK.

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications.

Payment

00330.93 Excavation Basis Payment - When listed in the Contract Schedule of Items, the following items will be paid for on the excavation basis.

Delete: bullet (d) General Excavation.....Cubic Yard.

Replace bullet with: "(d) General Excavation.....Lump Sum"

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications with the following modifications:

00440.14 Acceptance Sampling and Testing:

Delete the following:

(c) Plastic CGC – Acceptance of plastic CGC will be based on tests performed by the QCT according to the MFTP and 00440.12.

Add the following:

(c) Plastic CGC – Acceptance of plastic CGC will be based on tests performed by the QCT according to the MFTP and 00440.12. The QCT will test the first truck for each daily concrete placement and remain on site to test subsequent trucks until released by the owner’s representative.

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

Comply with Section 00445 of the Standard Specifications with the following modifications:

00445.00 Scope - Add the following:

This work include removal of drainage structures and pipe abandonment.

Construction

00445.40 General – Add the following:

(h) Abandoned pipe shall be capped at both ends and pipe blown with sand.

Payment

00445.91 Payment – Add the following:

Removal of drainage structures incidental to installation of curb inlets.

Abandoned pipe incidental to pipe installation.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

SECTION 00596 - RETAINING WALLS

Comply with Section 00596 of the Standard Specifications.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications modified as follows:

00759.00 Scope - Add the following:

This work consists of removing existing concrete walks, driveways and curbs, and constructing new portland cement concrete sidewalk ramps with curbs.

Construction

00759.45 Reinforcement, Dowels, and Tie Bars - Add the following:

Thickened back edge of sidewalk shall have two horizontal #4 rebar in back edge as shown in Detail Drawing. Pony wall shall have two horizontal #4 rebar in wall section.

00759.00 Surface Finishing: Add the following:

(d) Driveways, Walks, and surfacing – Protect finish from graffiti, footprints and other surface damage during curing. Accepted work shall be free of graffiti, footprints and other surface damage.

Measurement

All sidewalk will be measured by square foot of finished walking surface.

Payment

00759.90 Payment - Replace the paragraph that says "When earthwork is included as separate pay items, payment will be made according to 00330.90 through 00330.94 as appropriate" with the following:

"Excavation shall be incidental to concrete walks, driveways, ramps and curbs."

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.20(b) Equipment for Longitudinal Lines - Replace the paragraph that begins "Use equipment capable of..." with the following paragraph and bullets:

Provide equipment that can:

- Place two parallel lines simultaneously with 4 inch minimum to 12 inch maximum spacings between the two lines.
- Place the entire width of a line in one pass.

00850.46 Placement Tolerance - Replace the bullet that begins "Thickness of lines..." with the following bullet:

- **Thickness of flat, surface applied lines:** + 1/3 of the specified thickness, – 1/10 of the specified thickness

00850.47(b) Curing of Material - Replace this subsection, except for the subsection number and title, with the following:

At the time of installation, note and report to the Engineer all soft spots and darkened areas that may result in poor bonding and durability of the pavement markings.

00850.47(c) Retroreflectivity - Replace the sentence that begins "Use a retroreflectometer..." with the following sentence:

Use a 30 meter geometry retroreflectometer to measure the retroreflectivity within 48 hours of curing, except for paint applications:

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows:

00867.40 General - Delete this subsection.

00867.45 Installation - Replace the bullet that begins "Type B: Preformed..." with the following bullet:

- **Type B-HS: Preformed, Fused Thermoplastic Film High Skid** - Install preformed, fused thermoplastic film high skid, that has intermixed reflective elements with factory installed crushed glass or aggregate on the surface for all staggered continental crosswalks, bike lane stencils, bike path railroad crossings, and other transverse pavement markings as shown.

00867.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

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

Pay Item	Unit of Measurement
(a) Pavement Bar, Type: Stop Bar	Square Foot

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

Payment for work under this Section will be limited to 75% of the amount due until the Agency has received the signed warranty.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

Sign supports incidental to reinstallation.

SECTION 00910 - WOOD SIGN POSTS

Comply with Section 00910 of the Standard Specifications modified as follows:

00910.10 Materials - Replace the sentence that begins "Furnish wood posts..." with the following sentence:

Furnish Douglas fir wood posts meeting the following requirements:

SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

00930.01 Definitions and Terms - In the "Triangular Base Breakaway Sign Supports, Pipe Breakaway Sign Supports, and Square Tube Breakaway Sign Supports" definition, replace the words "Square Tube Breakaway Sign Supports" with the words "Perforated Steel Square Tube Breakaway Sign Supports".

In the "Pipe Sign Supports and Square Tube Sign Supports" definition, replace the words "Square Tube Sign Supports" with the words "Perforated Steel Square Tube Sign Supports".

In the "Minor Sign Supports" definition, replace the words "Square Tube Breakaway Sign Supports" with the words "Perforated Steel Square Tube Breakaway Sign Supports" and replace the words "Square Tube Sign Supports" with the words "Perforated Steel Square Tube Sign Supports".

Metal sign supports to meet the following requirements:

2" X 2" galvanized steel

00930.90 Payment - Replace pay items (n) and (q) with the following pay items:

(n)Perforated Steel Square Tube Breakaway Sign Supports	Lump Sum
(q)Perforated Steel Square Tube Sign Supports	Lump Sum

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.46 Inspection - Replace the sentences that begin "Inspection will..." and "Testing for..." with the following sentence:

Inspection will be for conformance to the plans and Specifications, and for conformance to nighttime visibility.

SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

* Oregon Certified Seed

• **Lawn Seeding:**

Name	PLS (lb/acre)	÷ (minimum)	x (minimum)	% Germination (minimum)	=	Amount (lb/acre)
Fine Fescue**	_____	_____	_____	_____	=	_____
Perennial Ryegrass**	_____	_____	_____	_____	=	_____
Kentucky Bluegrass**	_____	_____	_____	_____	=	_____
Colonial Bentgrass**	_____	_____	_____	_____	=	_____

** Acceptable varieties (All of these varieties are trademarked):

Fine Fescues:

Creeping Red Fescue: Fortress, Ensylva

Chewings Fescue: Banner, Highlight, Koket, and Jamestown. Pennlawn and Cascade are acceptable only in Eastern Oregon.

Perennial Ryegrass:

Citation, Derby, Diplomat, Manhattan, Omega, Pennfine, Regal, and Yorktown II.

SECTION 01040 - PLANTING

Comply with Section 01040 of the Standard Specifications.

SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications modified as follows:

01070.00 Scope - Add the following paragraph to the end of this subsection:

This work includes removing, maintaining, and reinstalling existing mailboxes and existing supports.

01070.80 Measurement - Add the following paragraph to the end of this subsection:

The quantities of mailboxes and supports removed, maintained, and reinstalled will be measured on the unit basis, regardless of type, installed in permanent locations.

01070.90 Payment - Add the following pay item:

Pay Item	Unit of Measurement
(d) Remove and Reinstall Mailbox Supports	Each

Item (d) includes removing mailboxes and supports, maintaining them at temporary locations, and reinstalling them at their permanent locations.

SECTION 01200 UTILITY SYSTEM

Section 01200, which is not in the Standard Specifications, is included in this project by special provisions. Conduit shall be installed per CLPUD construction specifications listed in Attachment A of contract documents.

01200.00 Scope – This work consists of installing conduit for the underground utility system. The location of the utility system is approximate, with exact locations established in the field.

01200.02 Inspections – All material and installation work for CLPUD shall be inspected by Troy Delli. Contractor shall arrange his work schedule to allow for inspections as required by PUD. The Contractor shall notify PUD sufficiently in advance to completely inspect the work in the various stages as required. All material and installation work for Charter Communications shall be inspected by Tony Lejsek. Contractor shall arrange his work schedule to allow for inspections as required by Charter. The

Contractor shall notify Charter sufficiently in advance to completely inspect the work in the various stages as required.

Central Lincoln PUD will provide 2" conduit, sweeps and light bases for installation.
 Charter Communications will provide 2" conduit for installation.

Joint trenching is incidental to cost of installing conduit.

CLPUD representative: Troy Delli, 541-270-2352
 Charter Communications representative: Tony Lejsek, 541-921-4044

SECTION 02050 - CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds - In the paragraph that begins "Furnish liquid...", replace "AASHTO M 148" with "ASTM C 309".

SECTION 02110 - POSTS, BLOCKS, AND BRACES

Comply with Section 02110 of the Standard Specifications modified as follows:

02110.40 Wood Sign Posts - Replace the sentence that begins "Fabricate wood sign posts..." with the following sentence:

Fabricate wood sign posts from Douglas fir, surfaced four sides (S4S) and free of heart center (FOHC).

02110.40(a) Grading - Replace the Douglas Fir and Hem-Fir grading requirements with the following grading requirements:

Species	4" x 4"	4" x 6"	6" x 6" and Larger
Douglas Fir	No. 1 124-b WCLIB 42.11 WWPA	No. 1 123-b WCLIB 62.11 WWPA	No. 1 131-b WCLIB 80.11 WWPA

SECTION 02630 - BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.10(a) Grading - In Table 02630-01, add the following sieve size line before the No. 10 sieve size line and add the following footnote at the end to the table:

No. 4 *	—	—	—	—	—
---------	---	---	---	---	---

* Report percent passing sieve when no grading requirements are listed

02630.10(b) Fracture of Rounded Rock - In the sentence that begins "Fracture of rounded rock...", replace "AASHTO TP 61" with "AASHTO T 335".

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.02 Types of Signs - Add "O6" and "O8" sign types and replace the "B2", "B3", "C1", "C2", "F1", "G1", "G2", "G3", "G4", "O3", "O4", "O5", "R1", "W9", "W11", and "Y7" sign types with the following:

- "B2" Blue Type III or Type IV sheeting background with white Type IX permanent removable legend.
- "B3" Blue Type IX sheeting background with white Type IX permanent or removable legend or white Type IX sheeting overlaid with blue transparent paste background, with retroreflective silver-white screened legend.
- "C1" Brown Type III or Type IV sheeting background with white Type IX permanent or removable legend.
- "C2" Brown Type IX sheeting background with white Type IX permanent or removable legend or white Type IX sheeting overlaid with brown transparent paste background, with retroreflective silver-white screened legend.
- "F1" White Type IX sheeting background overlaid with red and blue transparent paste background with white Type IX permanent legend.
- "G1" Green Type III or Type IV sheeting background with white Type IX removable legend.
- "G2" Green Type III or Type IV sheeting background with white Type IX permanent legend.
- "G3" Green Type IX sheeting background with white Type IX permanent legend, or white Type IX sheeting background overlaid with green transparent paste background with retroreflective silver-white screened legend.
- "G4" Green Type IX sheeting background with white Type IX removable legend.
- "O3" Fluorescent orange Type VIII, or Type IX sheeting background with black nonreflective permanent legend and red retroreflective symbol (Stop or Yield Ahead Symbol Sign).
- "O4" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend.
- "O5" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective removable legend.

- "O6" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend and red, yellow, and green Type VIII and Type IX circles. (Signal Ahead Symbol Sign)
- "O8" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective screened or cut-out permanent legend and silver-white Type VIII or Type IX symbol. (Speed Reduction Symbol Sign)
- "R1" White Type IX sheeting background overlaid with red transparent paste background with white Type IX permanent legend.
- "W9" Silver-white Type III or Type IV sheeting background with blue nonreflective screened or cut-out permanent legend.
- "W11" Silver-white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend with red Type III or Type IV symbol.
- "Y7" Fluorescent yellow Type IX sheeting background with black nonreflective screened or cut-out permanent legend and red Type IX symbol. (Stop or Yield Ahead Symbol Sign)

02910.20(a) General - Replace the sentence that begins "Use reflective sheeting..." with the following sentence:

Use reflective sheeting Type I and retroreflective sheeting Type III, Type IV, Type VIII, and Type IX from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend - In the paragraph that begins "The silver-white or...", replace the sentence that begins "The white retroreflective sheeting..." with the following sentence:

The white retroreflective sheeting shall consist of Type IX sheeting conforming to 02910.20.

02910.75 Manufacturer's Warranty - Replace the paragraph that begins "For retroreflective Type III..." with the following paragraph:

For retroreflective Type III and Type IV sheeting used for permanent signs, provide a Warranty, for a Warranty period of 10 years, for restoring sign panels and replacing sheeting if the sheeting has failed as defined below.

In the paragraph that begins "For purposed of the Warranty...", replace the bullet that begins "70% of minimum coefficient...", with the following bullet:

- 70% of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D 4956 for the remaining 3 years of the Warranty period for Type III and Type IV sheeting and remaining 5 years of the Warranty period for Type IX sheeting.

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EXHIBIT B

Change L# 2 to Lump Sum; Total Lump sum 17,000.24

[Signature]
8/6/12

4. **START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

Bidder agrees to begin work 10 working days after the date of the Notice to Proceed and to complete the construction in accordance with the provisions as forth in the Specifications and Supplementary Conditions.

5. **LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME**

Provisions for liquidated damages are set forth in the Supplementary Conditions.

6. **ADDENDA**

Bidder acknowledges that It has received Addenda Nos. ___ (bidder shall insert No. of each Addendum received) and agrees that all addenda issued are part of the Solicitation Documents. Bidder has taken all addenda into consideration in submitting this bid.

7. **LUMP SUM OR UNIT PRICE WORK**

Bidder shall accept as full payment the amounts computed under the provisions of the Contract Documents and based upon the Contract price. Unit prices are independent of the exact quantities involved. Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the Contract Documents.

8. **BID**

LINE ITEM	DESCRIPTION	QTY	UNIT	COST	EXTENDED COST
BASE BID					
0300 ROADWORK					
1	00305 - CONSTRUCTION SURVEY	1	LS	11,500	11,500
2	00330 - GENERAL EXCAVATION	82.0	CU YD	207.32	17,000
0400 DRAINAGE AND SEWERS					
3	00445 - 8" D3034 ASTM STORM PIPE - 5FT DEPTH	30.0	LF	100	3,000
4	00470 - CONCRETE INLETS	3	EA	2,000	6,000
5	00490 - MAJOR ADJUSTMENT MANHOLES	2	EA	2,000	4,000
00500 RETAINING WALLS					
6	00596 - 3FT TO 6FT HIGH - WOOD	200.0	SQ FT	35	7,000
0700 WEARING SURFACES					
7	00759 - 4" CONCRETE SIDEWALK	6,292.0	SQ FT	4.60	28,943.20
8	00759 - 16" STANDARD "C" CONCRETE CURB	1,055.0	FT	16	16,880
9	00759 - 4" RESIDENTIAL DRIVEWAYS	112.4	SQ FT	6	674.40
10	00759 - 6" COMMERCIAL DRIVEWAYS	2,393.0	SQ FT	7	14,751

dt

17,000.24

LINE ITEM	DESCRIPTION	QTY	UNIT	COST	EXTENDED COST
0800 PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES					
11	00860 - "YB" CENTERLINE - PAINT	600	LF	1.30	780
12	00860 - YELLOW CURB - PAINT	589	LF	2.00	1178
13	00860 - 4" WHITE LINE - PAINT	120	LF	1.30	156
14	00867 - "S" STOP BAR - B-HS	51	SQ FT	14	714
0900 PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS					
15	REMOVE & REINSTALL SIGNS	1	LS	1000	1000
16	00920 WOOD SIGN SUPPORT	1	LS	1,000	1,000
01000 PERMANENT RIGHT OF WAY DEVELOPMENT					
17	01030 - SEED	0.09	AC	3.334	300
18	01040 - TOP SOIL	30	CU YD	40	1200
19	01040 - CONIFER TREES, 6 FT HEIGHT	6	EA	200	1200
20	01070 - RELOCATE MAILBOXES	3	EA	100	300
01200 UTILITY SYSTEM					
21	01200 - JOINT 2" ELECTRICAL CONDUIT	1,037	LF	16	16,592
22	01200 - PUD STREET LIGHT BASE	10	EA	500	5,000
				TOTAL BASE BID:	141,333.60
ALTERNATE ADDITIVE A					
0300 ROADWORK					
23	00305 - CONSTRUCTION SURVEY	1	LS	5000	5000
24	00330 - GENERAL EXCAVATION	10.0	CU YD	100	2,000
00500 RETAINING WALLS					
25	00596 - 3FT TO 6FT HIGH - WOOD	236.0	SQ FT	35	8,260
0700 WEARING SURFACES					
26	00759 - 4" CONCRETE SIDEWALK	764.0	SQ FT	4.60	3,514.40
27	00759 - 4" RESIDENTIAL DRIVEWAYS	134.5	SQ FT	6	807
28	00759 - 6" COMMERCIAL DRIVEWAYS	328.5	SQ FT	7	2,509.50
01000 PERMANENT RIGHT OF WAY DEVELOPMENT					
29	01030 - SEED	0.01	AC	10,000	100
				TOTAL ALTERNATE ADDITIVE A:	21,190.90

141,168.34

2,299.50

20,980.70

162,149.80

By signing and submitting a bid on the work called for under this proposal, the bidder certified he will abide by the provisions of ORD 279.350 regarding prevailing rate of wages on public contracts.

EXHIBIT C

Public Contracting Code

Requirements for Public Improvement Contracts Over \$50,000

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 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 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 City 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 the City that an employee drug-testing program is in place within 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 City 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 Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City 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 the City 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 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30%. 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 Contractor's 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 10 hours in any one day, or 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 10 hours a day or 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 latest prevailing wage rates for public works contracts in Oregon are contained in the following publications: The January 2012 Prevailing Wage Rates for Public Works Projects in Oregon, and the January 2012 PWR Apprenticeship Rates. Such publications can be reviewed electronically at:

http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml

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 under the administrative rule of 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 30 days' written notice to the contractor or subcontractor, to the 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 or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8), or (9).
- (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 public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this contract.
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 City in writing.
- (a) If a contractor is required to file certified statements under ORS 279C.845, the City shall retain 25% of any amount earned by the contractor on the public works project until the contractor has filed with the City statement as required by ORS 279C.845. The City 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 City 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 25% of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the City certified statements as required by ORS 279C.845. The contractor shall verify that the first-tier subcontractor has filed the certified statements before the contractor may pay the subcontractor any amount retained. The contractor shall pay the first-tier subcontractor the amount retained within 14 days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the City 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 City 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 City 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 City 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

(Updated: 05/24/12)

F:\1Clients\Muni\Newport, City of\PUBLIC IMPROVEMENTS\EXH - Public Improvements (Over \$50,000).docx



**APPLICATION AND PERMIT TO OCCUPY OR
PERFORM OPERATIONS UPON A STATE HIGHWAY**

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

04M 50854

CLASS: KEY#

GENERAL LOCATION				PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)		
HIGHWAY NAME AND ROUTE NUMBER US-101 / 9 / Oregon Coast				<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE
HIGHWAY NUMBER 009	COUNTY Lincoln			<input type="checkbox"/> BURIED CABLE	TYPE	
BETWEEN OR NEAR LANDMARKS ENW 3rd street				<input type="checkbox"/> PIPE LINE	TYPE	
HWY. REFERENCE MAP 5B-8-4	DESIGNATED FREEWAY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> NON-COMMERCIAL SIGN	FEE AMOUNT	
APPLICANT NAME AND ADDRESS CITY OF NEWPORT PUBLIC WORKS 169 SW COAST HIGHWAY NEWPORT OREGON 97365				<input checked="" type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
				FOR ODOT USE ONLY		
				BOND REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-55-035(2)	AMOUNT OF BOND
				INSURANCE REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-55-035(1)	SPECIFIED COMP. DATE 12/30/2012

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT	MILE TO POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
140.23	140.23	1057+25	1057+85	WEST	40	0-10 FT			

DESCRIPTION AND LOCATION OF NON-COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES
Replace curb, ADA ramps and sidewalk at north and south corner of NW 3RD ST intersection with Highway 101.

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

- TRAFFIC CONTROL REQUIRED YES [OAR 734-55-025(6)] NO - OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED? YES [OAR 734-55-100(2)] NO [OAR 734-55-100(1)]
- ◆ AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT TELEPHONE NUMBER: **541-757-4182** OR FAX A COPY OF THIS PAGE TO THE DISTRICT OFFICE AT: _____ SPECIFY TIME AND DATE IN THE SPACE BELOW.
- ◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
- ◆ 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) 232-1987. **CALL BEFORE YOU DIG 1-800-332-2344**

COMMENTS - ODOT USE ONLY

SEE ATTACHED SHEETS FOR ADDITIONAL PROVISIONS

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE X <i>[Signature]</i>	TITLE Dir of Pw/city Eng	DATE 4/23/12
APPLICANT SIGNATURE X <i>[Signature]</i>	APPLICATION DATE 4/23/12	TELEPHONE NO. 541-574-3369
When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.		APPROVAL DATE 7-3-12
DISTRICT MANAGER OR REPRESENTATIVE X <i>[Signature]</i>		

04M 50854

√GENERAL PROVISIONS FOR POLELINE,
PIPELINE, BURIED CABLE PERMITS AND MISCELLANEOUS
PERMITS

(Rev) May 2003

APPLICANT: City of Newport		HIGHWAY:009		MP:140.23	
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All checked (√) provisions apply.

When a project restricts the width, length, height, or weight of vehicles through a work zone or detours trucks around a work zone, notify the Motor Carrier Transportation Division (MCTD) by using the web based electronic version of the "Highway Restriction Notice-Size and/or Weight" form (Form No. 734-2357) at least 28 calendar days before the restriction or detour takes effect.

WORKSITE

- √1. Permittee must call for utility locates before digging ("Call Before You Dig") 1-800-332-2344 per Oregon Administrative Rules (Chapter 952, Division 1). You may be held liable for damages. Pre-marking of excavation areas is required.
- √2. Permittee shall have a copy of this permit and all attachments at the work site. They shall be available to the District Manager or representative at their request.
3. Permittee shall acknowledge, in writing, receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Copies of this rule may be obtained from any district maintenance office.
- √4. Permittee shall review the Oregon Administrative Rules (Chapter 734 Division 55) governing miscellaneous facilities and operations on the highway right of way as the governing provisions of this permit or agreement. Web Site: http://arcweb.sos.state.or.us/rules/OARS_700/OAR_734/734_055.html.
5. Access control fence must be maintained during construction and restored to its original or better condition after construction is complete.
- √6. The Permittee shall not use state highway right of way to display advertising signs or merchandise of any kind.

7. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is strictly prohibited.
8. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
- √9. The spreading of mud or debris upon any state highway is strictly prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently if so determined by the District Manager or representative.
- √10. Permittee shall replace any landscape vegetation or fences that are destroyed. Any damage that is not fully recovered within 30 days (weather permitting) shall be replaced by ODOT at the expense of the Permittee. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting and all landscape construction has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
11. Permittee shall install and maintain landscaped area as shown on the attached drawings. Planting shall be limited to low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. The Oregon Department of Transportation (ODOT) shall have the right to remove said landscaping at any time such removal may appear to be in the public interest, without liability or loss, injury, of damage or any nature whatsoever.

TRAFFIC

- √12. During construction or maintenance, the work area shall be protected in accordance with the current Manual on Uniform Traffic Control Devices, (MUTCD), Federal Highway Administration, US Department of Transportation, and the Oregon Department of Transportation supplements thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.
13. Permittee shall provide a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed and approved by Oregon Department of Transportation in advance of construction or maintenance.

- √14. All damaged or removed highway signs shall be replaced by the permittee. Installation shall be according to MUTCD standards or ODOT specifications, and shall be completed as soon as possible but no later than the end of the work shift.
15. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday thru Thursday off by noon on Friday) without prior approval by ODOT.
- √16. Hours of work shall be All work requiring traffic control shall be done between the hours of 7:00 PM and 6:00 AM

DRAINAGE

17. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
18. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
19. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
20. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
- Whenever a four inch pipe is inadequate to serve the developed area,
 - development site is one quarter acre or larger in size, OR contributes one half cubic feet per second OR directly or indirectly affects state facilities,
 - or as directed by the District Manager or representative.
 - An advance deposit for ODOT hydrology reviews may be required.
21. Permittee shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
22. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction

EXCAVATION/CONSTRUCTION

- √23. The following ODOT documents and any supplements and subsequent revisions thereto, where applicable and not otherwise superceded by the permit language herein, but only to the extent that they provide standards and performance requirements for work to be performed under the permit, shall be incorporated for use in the permit: "Oregon Standard Specifications for Construction (2002)" and relevant Metric Standard Drawings. ODOT shall have authority over acceptance of all materials and workmanship performed under this permit as stated in Section 00150.00 of the "Oregon Standard Specifications for Construction (2002)." For additional Supplemental and Special Provisions please refer to: <http://www.odot.state.or.us/tsc/tscserv/roadway/specs/home.htm>. Standard Specification books is available on this site.
- √24. Open cutting of pavement is allowed in areas specifically approved by District Manager or representative.
25. Trench backfill shall be according to the attached typical drawing, marked as Exhibit B.
26. Open cutting of the highway is allowed with construction in accordance with OAR 734-55-0100. All excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift. In special cases where steel plates are allowed, said plates shall be pinned and a temporary cold patch applied to the edges. The permittee shall be fully responsible for monitoring and maintenance of temporary patching and steel plating.
27. Compaction tests shall be required for each open cut per Oregon Standard Specification for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction test shall be provided to District Manager or representative at applicants' expense.
- OR
28. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
29. Surface restoration shall be a minimum of eight inches of hot asphalt-concrete (AC), compacted in two inch lifts, or match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
- √30. All aggregate shall conform to Oregon Standard Specification for Construction, Section 02630 - Base Aggregate.

- √31. Any area of cut or damaged asphalt shall be restored in accordance with the included attachment "drawing supplied by the applicant . For a period of two years following the patching of paved surface, permittee shall be responsible for the condition of permittee's pavement patches, and during that two year period shall repair to District Manager or representative satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
32. An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per "Oregon Standard Specification for Construction" and any subsequent revisions thereto. Typical overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50' : 1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the surface, the permittee shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
33. Highway crossings shall be bored or jacked. Bore pits shall be located behind ditch line or in areas satisfactory to the District Manager. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
34. Permittee shall install a "tracer wire" or other similar conductive marking tape or device, if installing any non-conductive, unlocatable underground facility, in order to comply with Oregon Utilities Coordination Council (OUCC), per OAR 952-01-0070 (6).
35. Trench backfill outside of ditch line or in approved areas can be native soil compacted at optimum moisture in twelve inch layers to 90% or greater of the maximum density.
- √36. Native material that is found to be unsatisfactory for compaction shall be disposed of off the project and granular backfill used.
37. Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be 95%. At the discretion of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at applicant's expense.
38. Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
39. No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight (during non work hours).

40. Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.
41. All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments. All non-metallic water, sanitary and storm sewer pipe shall have an electrically conductive insulated Number 12-gauge copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary sewer piping.
42. Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
43. Utility markers and pedestals shall be placed as near the highway right-of-way line as practical. In no case shall pedestals and line markers be located within the highway maintenance area.
44. No cable plowing is allowed within the lateral support of the highway asphalt (i.e. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
45. Review by ODOT Bridge Engineers is required for all proposed bridge and structure attachments and for utility or any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related, or within the influence zone of bridge facilities.

Miscellaneous:

- √46. Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- √47. If the permittee impacts a legally protected/regulated resource, permittee shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
- √48. Plans are approved by ODOT in general only and do not relieve the permittee from completing construction improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, permittee is responsible to provide "as built" drawings, within 60 days from completion of highway improvements, and shall submit them to the District Office issuing the permit.

- √49. Permittee shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with its reestablishment by a professional licensed surveyor.
50. An advance deposit of \$_____ is required for project associated costs incurred by ODOT. Such costs will be identified and estimated by ODOT, and include, but are not limited to review of studies and calculations involving hydraulics/drainage, geotechnical, traffic and traffic control plans, signal, roadway design, bridge and other engineering support. Excess funds remaining in the account upon completion of billing will be refunded. If ODOT costs exceed the deposit amount, permittee shall be billed for the difference.

SPECIAL PROVISIONS for UTILITY AND MISCELLANEOUS PERMITS

SPECIAL PROVISIONS SUPERSEDE GENERAL PROVISIONS

1. √The applicant shall ensure that all construction and engineering plans for state highways identify the locations of motorist informational signs, tourist oriented directional signs and logo signs. Inventory of these signs are required as part of the application/permit. Applicant shall be responsible for repair or replacement of all removed or damaged signs due to construction, all signs shall be maintained and visible to traffic at all times. If any sign as described herein is out of service due to construction work the applicant shall pay to the Travel Information Council the following amounts: (a) \$500.00 for each day over five (5) days that a motorist informational sign or a tourist oriented directional sign is out of service; (b) \$500.00 for each day over five (5) days that a logo sign that has four or fewer logos is out of service; and (c) \$1,000.00 for each day over five (5) days that a logo sign that has five or more logos is out of service.
2. √Any area of damaged curb and/or sidewalk shall be restored to a like new condition. All damaged sections shall be saw-cut to the next joint and the panel replaced in its entirety.
3. √NO UNPROTECTED CLEATS ON THE ASPHALT. Any damage resulting from the applicant's operations shall be immediately identified on the road in a manner approved by Authorized Officer, until repairs are made to the satisfaction of the ODOT's District Manager or his representatives. Any damage to the asphalt surface or shoulder shall be temporarily repaired within 24 hours. Track cleats may be

accepted upon request provided that plywood, tires, or any other acceptable means can protect the asphalt.

4. ✓ All equipment shall be parked off the right-of-way or in areas acceptable to the District Manager or representative.
5. ✓ Work site shall be restored to "as found" or better condition.
6. Any Asphalt Approach road requiring an open cut shall be overlaid and restored to its original or better condition after construction is complete or when minimum temperature allows per ODOT Standard for Highway Construction. Typical overlay shall be 38.1mm (1 1/2") deep and cover the affected area from edge of pavement to edge of pavement. If Open Cut is less than one half of width, then "T-Cut Typical Section" will be used (see attached). Any Concrete Approach requiring an Open Cut shall be reconstructed with concrete and restored to its original or better condition after construction is complete. Applicant shall be responsible for the condition of said patches for a period of two years. During that time applicant shall repair, to the District Managers or representative's satisfaction, any of the patches that become settled, cracked, broken or otherwise faulty.
7. ✓ Applicant shall be responsible for all future maintenance and locates of abandoned facility located under pavement. If future highway development requires the removal of abandoned facility, facility will be removed by applicant and/or at applicant's expense. Abandonment of a facility not under paved surface will not be allowed, facility will be removed by applicant and/or at applicant's expense.
8. A minimum depth of 48" is required below highway surface or bottom of ditch whichever is the lower for all gas, electric, telephone, fiber optic and/or potentially dangerous/high impact utilities. Depths less than 48 inches shall require District Manager approval.
9. Potholes in pavement shall be core drilled and non evasive methods used backfilled with either bentonite or a granular backfill compacted to 95% density. Pothole shall be capped with asphalt compacted in two-inch lifts matching the existing pavement depth. Pavement materials shall match existing.
10. ✓ The staging of materials on the highway asphalt is not allowed. This includes rock, and backfill materials, spoils, construction supplies, and etc.
11. ✓ Construction shall comply with plans submitted to and approved by ODOT, shall meet or exceed ODOT standards and/or shall be to the satisfaction of the District Manager. Construction not in compliance shall be removed/repared to meet ODOT Standards and/or to the satisfaction of the District Manager.
12. ✓ This permit allows work/construction within ODOT operational right of way only. It is the applicant's responsibility to acquire permits/permission from property owners for work on private land and/or public lands other than ODOT.
13. ✓ Open cutting of asphalt has not been requested and is not approved.

14. All work done in the newly reconstructed area will require a 4" grind and inlay of each effected lane.
15. If the highway surface or highway facilities are damaged by applicant, applicant shall replace or restore the highway or highway facilities to a condition satisfactory to the DM, whether discovered at the time of installation or at a later date. The DM at his option may have applicant replace or restore the highway or highway facilities to a condition satisfactory to him or the DM may replace or restore the highway or highway facilities by contractor or state forces and the costs incurred to be paid by applicant under the terms outlined in OAR 734-055-0020(2).
16. Charges resulting from incomplete, unacceptable work, damage that is not repaired or work that is not in compliance with this permit or its provisions which require the Department of Transportation to correct, repair or replace shall be assessed against the contractor or if needed billed against their bond.

The contractor will be notified of the discrepancies and given 48 hours to comply. In those situations where public safety has been impaired no notice will be given.

This notice also addresses any Department of Transportation sign that is removed or damaged and not replaced within the time limits as set forth in this permit.

If any highway sign is impacted during construction contact Dave Hacek, ODOT Sign Coordinator at 541-967-2161, cell 541-740-6632 or pager 541-868-6376 as soon as possible.

Applicants signature acknowledges applicant has read, understands and accepts all checked (4) provisions.

Applicant Signature: _____

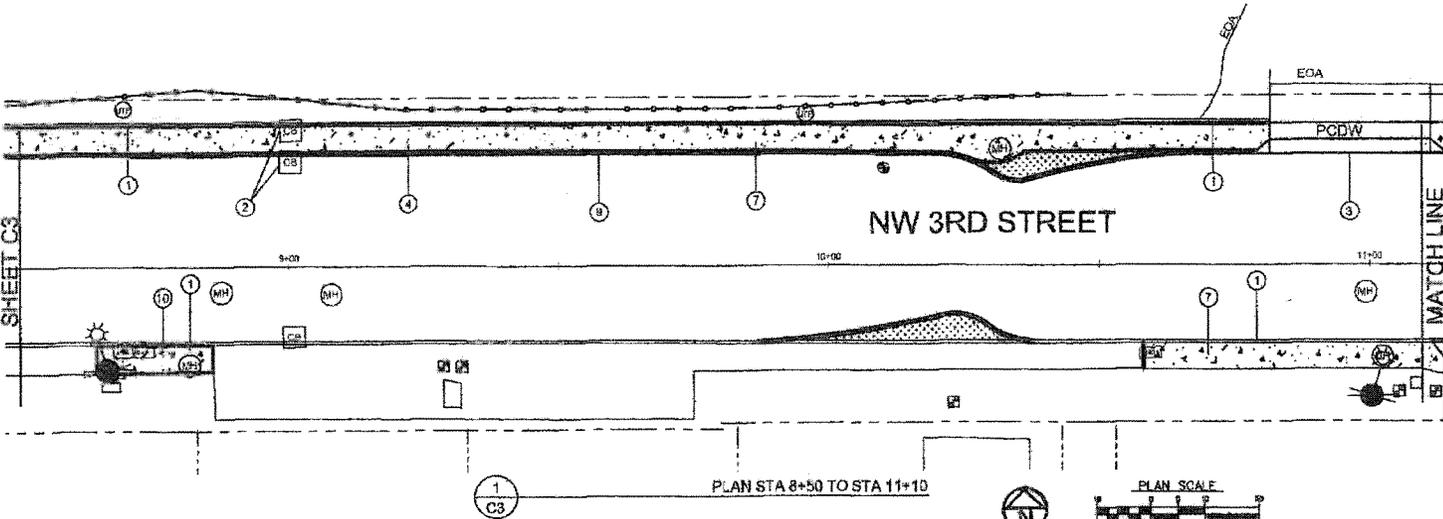


Date: _____

6/29/12

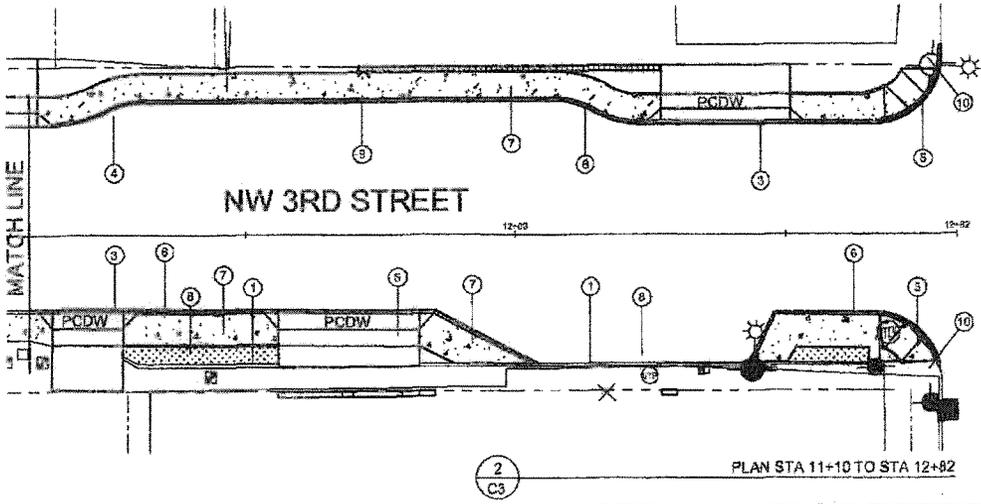
01/11/2013 5:00:54

MATCH LINE
SHEET C3



MATCH LINE

NW 3RD ST & NW 6TH ST SIDEWALK IMPROVEMENTS
CITY OF NEWPORT
NEWPORT, OREGON



HIGHWAY 101

- CONSTRUCTION NOTES
- 1 EXISTING CURB REMAINS; PROTECT DURING EXCAVATION
 - 2 REMOVE EXISTING CATCH BASIN; RELOCATE AND INSTALL NEW CATCH BASIN; SEE SHEET _____ FOR DETAIL.
 - 3 INSTALL COMMERCIAL DRIVEWAY; BACK OF DRIVEWAY TO MATCH EXISTING ASPHALT OR CONCRETE; BACKFILL UNSUPPORTED SIDES DRIVEWAY SECTIONS NOT ATTACHED TO SIDEWALK; SEE SHEET _____ FOR DETAIL.
 - 4 INSTALL 2" CONDUIT 12" OFF BACK OF CURB
 - 5 INSTALL ADA RAMP; SEE ODOT STANDARD DRAWING RD755 AND RD756 FOR RAMP DETAILS.
 - 6 INSTALL 18" STANDARD CURB; SEE ODOT STANDARD DRAWING RD700 FOR CURB DETAILS
 - 7 INSTALL 4" CONCRETE SIDEWALK SEE ODOT STANDARD DRAWING RD720 FOR SIDEWALK DETAILS; MATCH EXISTING SIDEWALK ELEVATIONS WHERE NECESSARY
 - 8 SEED AREA; SEE SHEET _____ FOR DETAIL
 - 9 REMOVE EXISTING CURB; SEE ENGINEER FOR REMOVAL BOUNDARIES
 - 10 REMOVE EXISTING ADA RAMP

DATE: 3/28/12
DESIGNER: LJR
DRAWING: LJR
CHECKED: JTY

SCALE: HORIZ. 1"=20'	VERT. 1"=4'	DATE: N/A	DATE: N/A
PROJECT: 011013	DATE: N/A	DATE: N/A	DATE: N/A
DESIGNED BY: N/A	DATE: N/A	DATE: N/A	DATE: N/A
REVIEWED BY: N/A	DATE: N/A	DATE: N/A	DATE: N/A
AS BUILT BY: N/A	DATE: N/A	DATE: N/A	DATE: N/A

PLAN VIEW
STA 8+50 TO 12+82

C3
NO. 9 OF 13

04M 5 0 35 4

LAMB Kenneth E

From: CANTRELL Edward W
Sent: Friday, May 04, 2012 4:09 PM
To: LAMB Kenneth E
Subject: RE: 3RD St Sidewalk ROW Permit Application

Hi Kenneth,
I have reviewed the plans and do not see any issues with the City's design.

Thanks,

Ed

From: LAMB Kenneth E
Sent: Friday, April 27, 2012 10:06 AM
To: CANTRELL Edward W
Cc: 'Melissa Roman'
Subject: FW: 3RD St Sidewalk ROW Permit Application

Did you have seen these plans(attached) ?
will you need to review this before I permit it?

Ken,
Ken Lamb
district 4 Permits
541-757-4182

From: LAMB Kenneth E
Sent: Friday, April 27, 2012 9:56 AM
To: KARGEL Angela J
Subject: FW: 3RD St Sidewalk ROW Permit Application

Melissa,
Have these plans been reviewed and approved by ODOT traffic engineers?
I have forwarded this drawing to them for comment if they haven't previously reviewed this proposal.
Ken Lamb

From: Melissa Roman [mailto:M.Roman@NewportOregon.gov]
Sent: Monday, April 23, 2012 12:15 PM
To: LAMB Kenneth E
Subject: 3RD St Sidewalk ROW Permit Application

Hi, Ken,

Here is our permit for the work we're doing in the intersection 3rd St and Coast Highway. This is a smaller project than the Naterlin Dr Sidewalk, but because there is so much truck traffic turning onto Third St from the highway, I want to make sure ODOT reviewed the whole sheet affecting that area.

Thanks for your help,
Melissa Roman
City of Newport

5/22/2012

PERFORMANCE BOND

SURETY: North American Specialty Insurance Company

BOND NO. 2155126

BOND AMOUNT \$ 162,149.80

Recitals

- A. Frank Construction Company (Principal) has been awarded a contract (the Contract) by the City of Newport (Obligee) to construct the following project: NW 3rd Street Sidewalk Improvement Project
- B. North American Specialty Insurance Company (Surety) is a New Hampshire corporation, with its head office at 1420 Fifth Avenue #2200, Seattle, WA 98101 and is authorized to conduct business as a surety in the State of Oregon.
- C. Obligee requires the contractor on the Project to provide a bond to assure completion of the work.

Agreement and Bond

1. Principal shall comply with its contractual obligations to satisfactorily complete all work on the Project, within the time specified in the Contract.
2. If Principal fails to comply with its obligations under Section 1, Surety shall pay City, on written demand of Obligee, the amount necessary to complete Principal's obligations under the Contract, provided however, that Surety's maximum obligation shall be: \$162,149.80. As an alternative to payment, Surety may complete Principal's obligations under the Contract.
3. Obligee may maintain an action for breach of this agreement against Principal or Surety or both, provided, however, that the maximum amount of damages recoverable against Surety shall be the amount set forth in Section 2.b. The prevailing party in any action on this agreement and bond shall be entitled to an award of reasonable attorney fees at trial and on any appeal.
4. This agreement shall cease to have effect and Surety's obligations shall terminate if Principal has complied with its obligations under Section 1.

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

This bond is given and received under authority of ORS Chapters 279C and 351. The provisions of ORS Chapters 279C and 351 are incorporated into this bond.

EXECUTED, SIGNED AND SEALED BY DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 20th day of August, 20 12.

PRINCIPAL: Frank Construction Company

By Paul J. Frank
Signature

President
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: North American Specialty Insurance Company

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

Shari K. Welborn

Name [Signature]

Signature
1420 Fifth Avenue #2200

Address
Seattle, WA 98101

City State Zip
206-224-3182 206-224-2880

Phone Fax

PAYMENT BOND

SURETY: North American Specialty Insurance Company

BOND NO. 2155126

BOND AMOUNT \$ 162,149.80

Recitals

A. Frank Construction Company (Principal) has been awarded a contract by the City of Newport (Obligee) to construct the following project: NW 3rd Street Sidewalk Improvement Project

B. North American Specialty Insurance Company (Surety) is a New Hampshire corporation, with its head office at 1420 Fifth Avenue #2200, Seattle, WA 98101, and is authorized to conduct business as a surety in the State of Oregon.

C. Obligee requires the contractor on the Project to provide a bond to assure payment of persons providing labor and materials for the project.

Agreement and Bond

1. Principal shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for the Project; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the work on the Project; and shall pay to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed against the Project or Obligee.
2. If Principal fails to comply with its obligations under Section 1, Surety shall be obligated to pay Obligee any amounts required to be paid under Section 1 under the following terms:
 - a. Obligee shall provide written notice to Principal and Surety that Principal is required to make payment required under Section 1 within 10 days of the notice.
 - b. If payment is not made within 10 days of the notice described in Section 2.a., Obligee shall provide a written notice to the Surety demanding payment by Surety to Obligee. Surety shall pay Obligee amounts payable under Section 1 within 10 days of receipt of the notice described in this subsection. The maximum total amount of Surety's obligation under this agreement and bond is \$162,149.80. Surety's obligations under this section are binding on Surety, its heirs, executors, administrators, successor and assigns.
3. Obligee may maintain an action for breach of this agreement against Principal or Surety or both, provided, however, that the maximum amount of damages recoverable against Surety shall be the amount set forth in Section 2.b. The prevailing party in any action on this agreement and bond shall be entitled to an award of reasonable attorney fees at trial and on any appeal.

4. This agreement shall cease to have effect and Surety's obligations shall terminate once Principal has paid all suppliers of labor and materials in full and otherwise complied with its obligations under Section 1.

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

This bond is given and received under authority of ORS Chapters 279C and 351. The provisions of ORS Chapters 279C and 351 are incorporated into this bond.

EXECUTED, SIGNED & SEALED BY DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 20th day of August, 2012.

PRINCIPAL: _____

By *Paul J. Fank*
Signature
President
Official Capacity

Attest: *[Signature]*
Corporation Secretary

SURETY: North American Specialty Insurance Company

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

Shari K. Welborn
Name

[Signature]
Signature

1420 Fifth Avenue #2200
Address

Seattle, WA 98101

City State Zip
206-224-3182 206-224-2880

Phone Fax

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOYCE A. BJORGE, JEFFREY L. BROYLES, SHARI K. WELBORN, SUSAN WILSON, GARY GITHENS, JESSICA HOLLAENDER, MIKE J. GODFREY, CATHY DAMSTRA-LEPLEY, BARBARA PINKHAM, BRIAN P. CORCORAN, JULIE HAMMOND, LEIGH PENLEY, LISA MEYER, SUSAN NOAKES and NADYA ALAMI JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 2nd day of August, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 2nd day of August, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of August, 2012.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Attached To and Forming Part of Policy 0100004104-0	Effective Date of Endorsement 12/22/11 12:01AM at the Named Insured address shown on the Declarations	Named Insured Frank Construction Co Inc
Additional Premium: \$0.00	Return Premium: \$0.00	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As Required By Written Contract	Excludes All New Residential Construction "Your work" does not included "new residential construction", which means any building or structure not previously occupied, and designed or intended for occupancy in whole or in part as a residence by any person or persons.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

<i>Attached To and Farming Part of Policy</i> 0100004104-0	<i>Effective Date of Endorsement</i> 12/22/11 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Frank Construction Co Inc
<i>Additional Premium:</i> \$0.00	<i>Return Premium:</i> \$0.00	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket As Required By Written Contact.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100004104-0	<i>Effective Date of Endorsement</i> 11/22/11 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Frank Construction Co Inc
<i>Additional Premium:</i> \$0.00	<i>Return Premium:</i> \$0.00	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
 ENVIRONMENTAL CONTRACTING AND PROFESSIONAL SERVICES LIABILITY COVERAGE

The insurance provided to Additional Insureds shall be primary and non-contributory with respect to any other valid and collectible insurance available to the Additional Insured, provided that the written contract specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

<i>Attached To and Farming Part of Policy</i> 0100004104-0	<i>Effective Date of Endorsement</i> 11/22/11 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Frank Construction Co Inc
<i>Additional Premium:</i> \$0.00	<i>Return Premium:</i> \$0.00	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

SECTION IV – CONDITIONS, 8. Transfer of Rights of Recovery against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against persons or organizations because of payments we make for injury or damage arising out of "your work" done under a written contract with that person or organization wherein you have agreed to provide this waiver.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.