

**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"), a corporate entity, 8028 NE Glisan, Portland, OR 97213.

Recital

City selected Contractor to perform work for the City on the *NATERLIN DRIVE TO YAQUINA BAY STATE PARK 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 OCTOBER 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 \$ 182,417.05 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
- d. Exhibit D – Oregon Department of Transportation (ODOT) ROW Agreement
- e. Exhibit E – State Parks & Recreation Work Permit
- f. Exhibit F – ODOT Grant Requirements

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 \$50,000)

- 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 or 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 Roman

Phone: 541-574-3377

Email: M.roman@newportoregon.gov

If to Contractor:

FRANK CONST. COMPANY
8028 NE GLISAN ST SUITE C
PORT. OR 97213

Phone: 503-408-8850

Email: paul-frank@jainest Frank.net

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
Jim Voetberg, City Manager

7/26/12
Date

CONTRACTOR:

Paul J. Frank
By: _____
Its: Pres

7/13/12
Date

This page has been intentionally left blank.

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 Naterlin Dr to Yaquina Bay State Park Sidewalk Improvement Project, to be included here by reference.

This page has been intentionally left blank.

EXHIBIT B

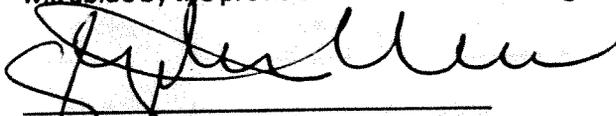
ADDENDA 2 BID SCHEDULE

25 JUNE 2012

LINE ITEM	DESCRIPTION	QTY	UNIT	COST	EXTENDED COST
200 TEMPORARY FEATURES AND APPURTENANCES					
1	00210 - MOBILIZATION	1	LS	35,000	35,000
2	00225 - TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	1	LS	5,000	5,000
3	00280 - EROSION CONTROL	1	LS	1,000	1,000
0300 ROADWORK					
4	00305 - CONSTRUCTION SURVEY	1	LS	7,500	7,500
5	00310 - REMOVAL OF STRUCTURES & OBSTRUCTIONS	1	LS	25,000	25,000
6	00320 - CLEARING AND GRUBBING	1	LS	5,000	5,000
7	00330 - GENERAL EXCAVATION	75.0	CU YD	30.-	2,250.-
0400 DRAINAGE AND SEWERS					
8	00406 - TUNNELING, BORING & JACKING	1	LS	7,500	7,500
9	00445 - 8" D3034 ASTM STORM PIPE - 5FT DEPTH	9.0	FT	100	900
10	00470 - CATCH BASIN, TYPE G2	1	EA	2,500	2,500
0600 BASES					
11	00641 - AGGREGATE BASE	330.0	CU YD	33.-	10,890
0700 WEARING SURFACES					
12	00744 - LEVEL 3, 1/2 INCH DENSE MHMAC MIXTURE	220.0	TON	89.83	19,762.60
13	00759 - CONCRETE WALKS	7,900.0	SQ FT	4.20	33,180.
14	00759 - CONCRETE CURBS, TYPE "C"	400.0	FT	16.-	6,400
0800 PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES					
15	00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT	1,920	FT	45¢	864.-
16	00867 - PAVEMENT BAR, TYPE B-HS	551	SQ FT	12.75	7,025.25
0900 PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS					
17	00905 - REMOVE & REINSTALL EXISTING SIGNS	1	LS	300.-	300.-
18	00930 - SQUARE TUBE SIGN SUPPORTS	1	LS	50.-	50.-
19	00940 - TYPE "W11-2" SIGN WITH W16-9P RIDER	1	EA	175.-	175.-
20	00940 - TYPE "W11-2" SIGN	1	EA	155.-	155.-
21	00940 - TYPE "R1-1" SIGN	1	EA	150	150.-
01000 PERMANENT RIGHT OF WAY DEVELOPMENT					
22	01030 - PERMANENT SEEDING	0.17	AC	12,460	2,118.20

LINE ITEM	DESCRIPTION	QTY	UNIT	COST	EXTENDED COST
23	01040 - TOP SOIL	82	CU YD	30.-	2460.-
24	01040 - BARK MULCH	1.0	CU YD	100.-	100.-
25	01040 - GROUNDCOVERS, NO. 1 CONTAINER	14	EA	12.-	168.-
26	01040 - PLANTS, 1 GAL	12	EA	12.-	144.-
01200 UTILITY SYSTEM					
27	01200 - INSTALL JOINT CONDUIT	145	FT	15.-	2175.-
28	01200 - INSTALL PUD STREET LIGHT BASE	7	EA	500.-	3500.-
29	01200 - INSTALL HAND-HOLES	3	EA	100.-	300.-
				TOTAL:	182,417.05

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



Authorized Signature

Frank Construction

Company Name

8028 NE GLISAN

Address

PORTLAND, OR 97213

City

503 408 8850

Phone

166311

Oregon Contractor's Board Number

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

LAMB Kenneth E

From: Melissa Roman [M.Roman@NewportOregon.gov]
Sent: Tuesday, July 24, 2012 3:58 PM
To: LAMB Kenneth E
Subject: FW: Message from "PR2300D"

Attachments: 20120703135138815.pdf



2012070313513861
5.pdf (2 MB)

Hi, Ken,

Reviewing the ROW Permit I found a contradiction between Excavation/Construction Point #24 and Special Provisions Point #13. Sheets C-1 and C-5 show where we will be removing asphalt and redesigning the intersection. Please let me know how you wish to resolve this question.

Thank you,
Melissa
City of Newport

***Permit Amended 7/24/2012 to allow open cut as per submitted approved plans**

APPLICATION AND PERMIT TO OCCUPY OR
 OPERATE OPERATIONS SPACE A STATE HIGHWAY
 See OAR 734-001-0000, 734-001-0005

PERMIT NUMBER
 (04) 50853

CLASS: _____ PERM: _____

GENERAL LOCATION:
 HIGHWAY NAME AND ROUTE NUMBER
 OREGON COAST / US-101 S

HIGHWAY NUMBER: 000 COUNTY: Lincoln

BETWEEN OR WITH LANES AND
 UNDERNEATH AND BESIDE BRIDGE

UTILITY REFERENCE MAP: _____

APPLICANT NAME AND ADDRESS:
 CITY OF NEWPORT
 PUBLIC WORKS
 100 SW COAST HIGHWAY
 NEWPORT OREGON 97365

POLE LINE TYPE: _____

DEPTH CABLE TYPE: _____

PIPE LINE TYPE: _____

NON-COMMERCIAL SIGNS: _____

MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW: _____

BOND REQUIRED: YES NO

INSURANCE REQUIRED: YES NO

ISSUED PERM DATE: 12/30/2012

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

MILE POINT TO	MILE POINT	ENGINEERS STATION TO	ENGINEERS STATION	SIDE OF HIGHWAY OR UNDERNEATH	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF ROAD	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
141.33	141.30	196+00	194+00	East & West	0 FT	0-10 FT	30 IN	1-2 IN ELEC	400 FT

DESCRIPTION AND LOCATION OF NON-COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES:
 Restroom intersection of Youngs Bay State Park Government St (restroom) from existing sidewalk west and east side of highway down to Martin Dr with a concrete walk between Martin Dr and rest room. (restroom) CL FLD along right and east side of highway without to new sidewalk under bridge.

- SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)
- TRAFFIC CONTROL REQUIRED: YES (OAR 734-55-02001) NO
- OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED? YES (OAR 734-55-10021) NO (OAR 734-55-10011)
- AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT THE ADDRESS BELOW: 541-757-4182
- OR FAX A COPY OF THIS PERMIT 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. These rules are set forth in OAR 692-001-0010 through OAR 692-001-0060. You may obtain copies of the rules by calling the center at 1-800-232-7887. CALL BEFORE YOU DIG 1-800-332-3294

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	TITLE	DATE
<i>[Signature]</i>	Dir. of Pw / City Eng	9/25/12
APPLICANT SIGNATURE	TITLE	TELEPHONE NO.
<i>[Signature]</i>	Dir. of Pw / City Eng	541-574-3309
APPROVAL DATE	DISTRICT MANAGER OR REPRESENTATIVE	APPROVAL DATE
9/25/12	<i>[Signature]</i>	7/3/12



**APPLICATION AND PERMIT TO OCCUPY OR
PERFORM OPERATIONS UPON A STATE HIGHWAY**
See Oregon Administrative Rules, Chapter 734, Division 55

PERMIT NUMBER
04M 50853

CLASS: KEYS

GENERAL LOCATION				PURPOSE OF APPLICATION (TO CONSTRUCT OR MAINTAIN)			
HIGHWAY NAME AND ROUTE NUMBER OREGON COAST / US-101 / 9				<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE	
HIGHWAY NUMBER 009	COUNTY Lincoln			<input checked="" type="checkbox"/> BURIED CABLE	TYPE Electrical		
BETWEEN OR NEAR LANDMARKS UNDERNEATH AND BESIDE BRIDGE				<input type="checkbox"/> PIPE LINE	TYPE		
HWY. REFERENCE MAP AHL		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 97385				<input checked="" type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW			
				FOR ODOT USE ONLY			
				BOND REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	REFERENCE: OAR 734-55-036(2)	AMOUNT OF BOND	
				INSURANCE REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-55-036(1)	SPECIFIED COMP. DATE 12/30/2012	

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

MILE POINT TO	MILE POINT	ENGINEERS STATION TO	ENGINEERS STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PAVT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
141.33	141.30	196+00	194+50	East & West	60 FT	0-10 FT	36 IN	1 - 2 IN ELEC	400 FT

DESCRIPTION AND LOCATION OF NON-COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES
 Realign intersection of Yaquina Bay State Park Government St; install sidewalk from existing sidewalk west and east side of highway down to Naterlin Dr with a connecting walk between Naterlin Dr and park entrance; install CLPUD street table east and west side of bridge adjacent to new sidewalk under bridge.

- SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)**
- TRAFFIC CONTROL REQUIRED YES (OAR 734-55-025(6)) NO YES (OAR 734-55-100(2)) NO (OAR 734-55-100(1))
- OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED?
- ◆ 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 952-001-0060. You may obtain copies of the rules by calling the center at (503) 232-1907. **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 <i>Timothy...</i>	TITLE Dir. of PW / City Eng	DATE 4/23/12
APPLICANT SIGNATURE <i>...</i>	TITLE Dir. of PW / City Eng	TELEPHONE NO. 541-574-3369
APPLICATION DATE 4/23/12	DISTRICT MANAGER OR REPRESENTATIVE <i>...</i>	APPROVAL DATE 7-3-12

04M 50853

**√GENERAL PROVISIONS FOR POLELINE,
PIPELINE, BURIED CABLE PERMITS AND MISCELLANEOUS
PERMITS**
(Rev) May 2003

APPLICANT: City of Newport	HIGHWAY:009	MP:141.33	
----------------------------	-------------	-----------	--

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. Flagger 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.

J.H.A.

- ✓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 8:00 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

J/HS

04M 50089

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/techserv/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).

JHJ

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.

JHO

✓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 it's 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 it's 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

JHA

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.



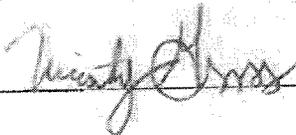
- 14. All work done in the newly reconstructed area will require a 4" grind and inlay of each effected lane.
- 15. If the highway surface or highway facilities are damaged by applicant, applicant shall replace or restore the highway or highway facilities to a condition satisfactory to the DM, whether 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.

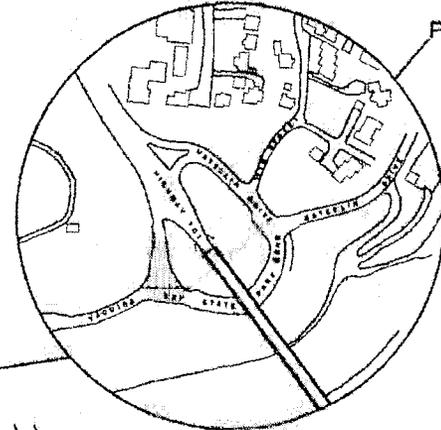
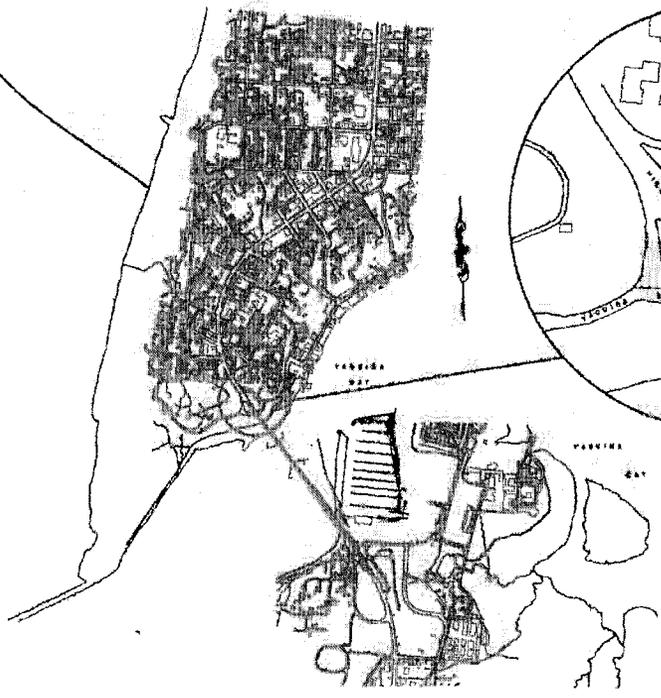
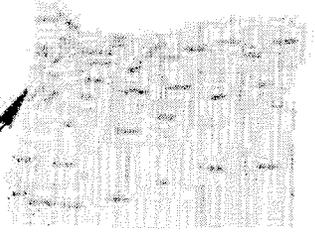
Applicants signature acknowledges applicant has read, understands and accepts all checked (4) provisions.

Applicant Signature:  Date: 6/6/12

0411 50853

CITY OF NEWPORT
PUBLIC WORKS
DEPARTMENT
 PLANS FOR PROPOSED PROJECT
PAVING, SIDEWALK & CONDUIT
NATERLIN DRIVE TO YAQUINA BAY
STATE PARK SIDEWALKS
 NEWPORT, OR, LINCOLN COUNTY

- ODOT STANDARD DRAWINGS
 EFFECTIVE DATE: JUNE 1, 2012 - NOVEMBER 30, 2012
- RD300 - TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS
 - RD302 - STREET CUT
 - RD317 - CULVERT EMBANKMENT PROTECTION
 - RD386 - STANDARD STORM SEWER MANHOLE
 - RD384 - CONCRETE INLETS TYPE G-1, G-2, G-2M & G-2MA
 - RD388 - CONCRETE INLETS TYPE CG-1, CG-2 AND CURB INLET CHANNEL
 - RD700 - CURBS
 - RD720 - SIDEWALKS
 - RD756 - SIDEWALK RAMP DETAILS
 - RD756 - SIDEWALK RAMP PLACEMENT OPTIONS CURB RADI $\leq 15'$
 - RD757 - SIDEWALK RAMP PLACEMENT OPTIONS CURB RADI $> 15'$
 - TM200 - SIGN INSTALLATION DETAILS
 - TM206 - SIGN BRACING DETAIL
 - TM500 - PAVEMENT MARKING STANDARD DETAIL BLOCKS
 - TM503 - PAVEMENT MARKING STANDARD DETAIL BLOCKS
 - TM530 - INTERSECTION PAVEMENT MARKINGS (CROSSWALK, STOP BAR & BIKE LANE STENCIL)
 - TM600 - TABLES, ABRUPT EDGE AND PCMS DETAILS
 - TM621 - TEMPORARY SIGN SUPPORTS
 - TM640 - CLOSURE DETAILS
 - TM641 - INTERSECTION WORK ZONE DETAILS
 - TM650 - 2-LANE, 2-WAY ROADWAYS



PROJECT AREA

INDEX		
PG	DESCRIPTION	SHEET
1	TITLE SHEET	G-0
2-3	PROJECT OVERVIEW	G-1, G-2
4-6	EXCAVATION SHEETS	C-1, C-2, C-3
7-13	SIDEWALK	C-4 THROUGH C-10
14	LANDSCAPE ISLANDS	C-11
15	STRIPING & SIGNING	C-12
16	ELECTRICAL	E-1
17	DETAILS	D-1

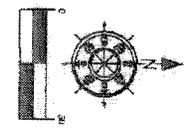
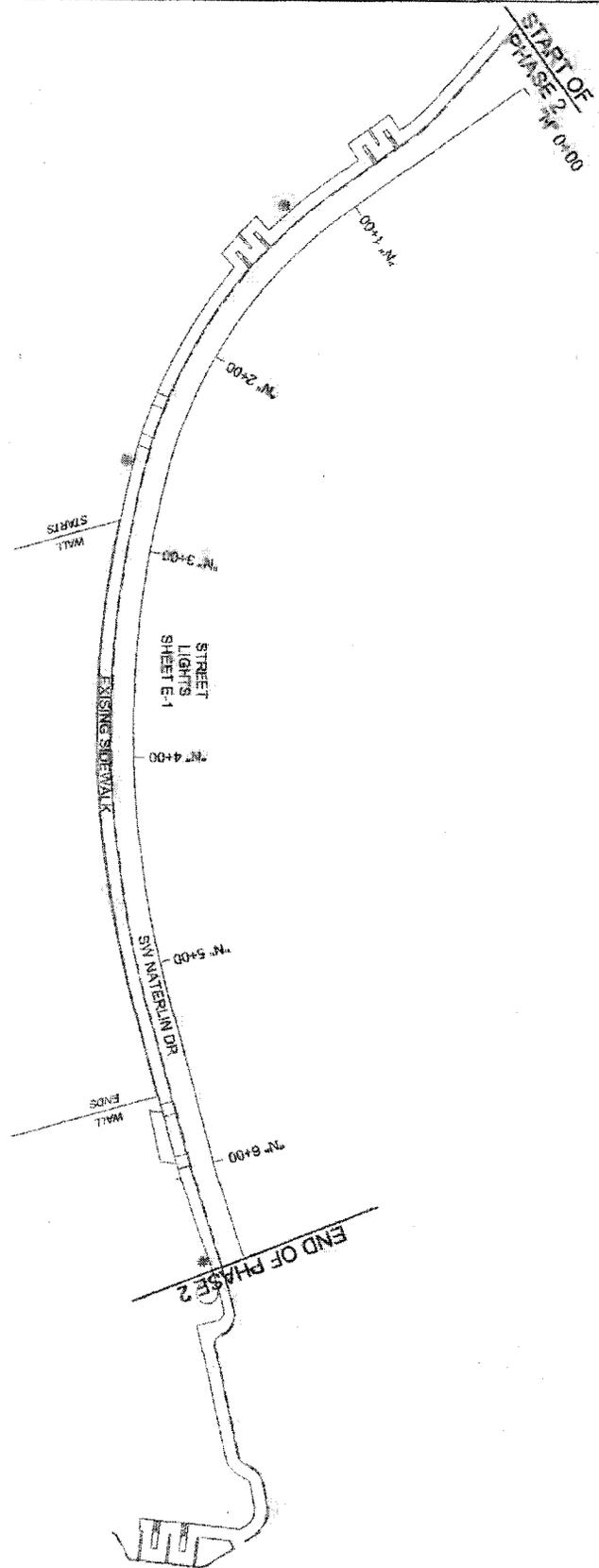
PRELIMINARY
DRAWINGS

APRIL 2012

NATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALK
 CITY OF NEWPORT
 NEWPORT, OREGON

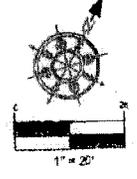
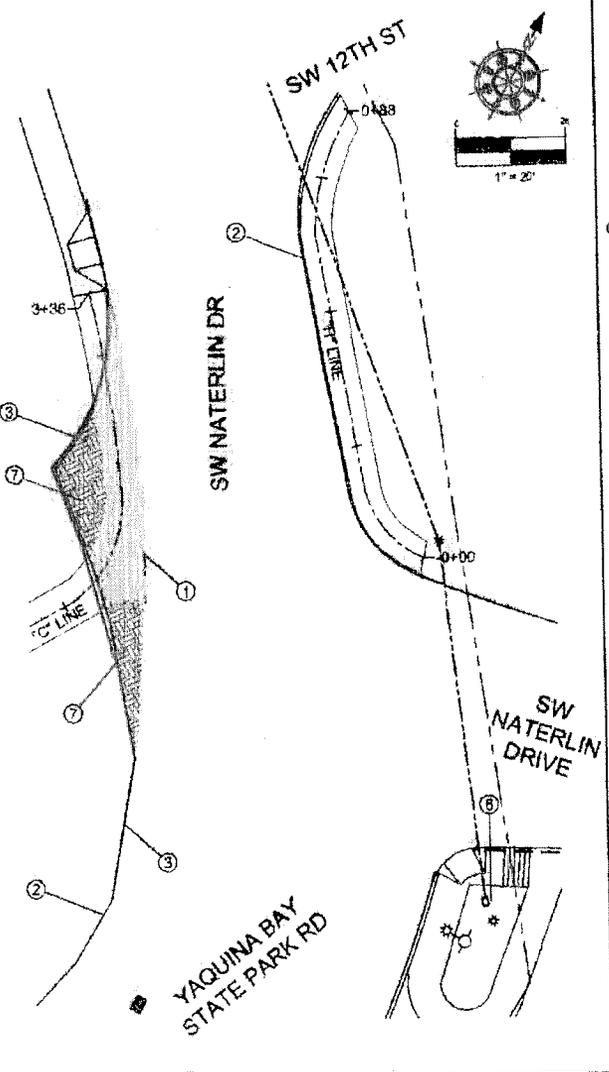
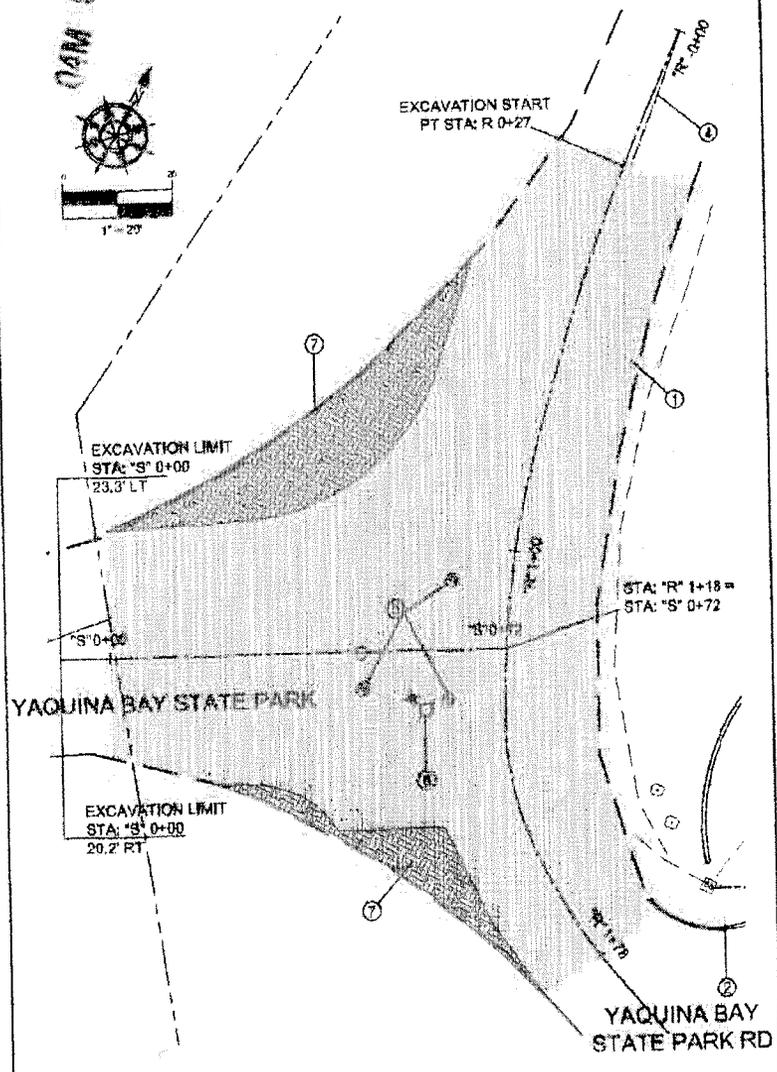
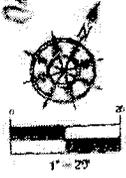
TITLE SHEET
 G-0
 1 of 17

04M 50853



	DATE: 11-21-11 DRAWN BY: JLD CHECKED BY: JLD PROJECT NO: 11-000000	WATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS CITY OF NEWPORT NEWPORT, OREGON
	SCALE: 1" = 20' PROJECT: 11-000000 SHEET: 01 OF 01	G-2 PHASE 2 OVERVIEW

DAM 50053

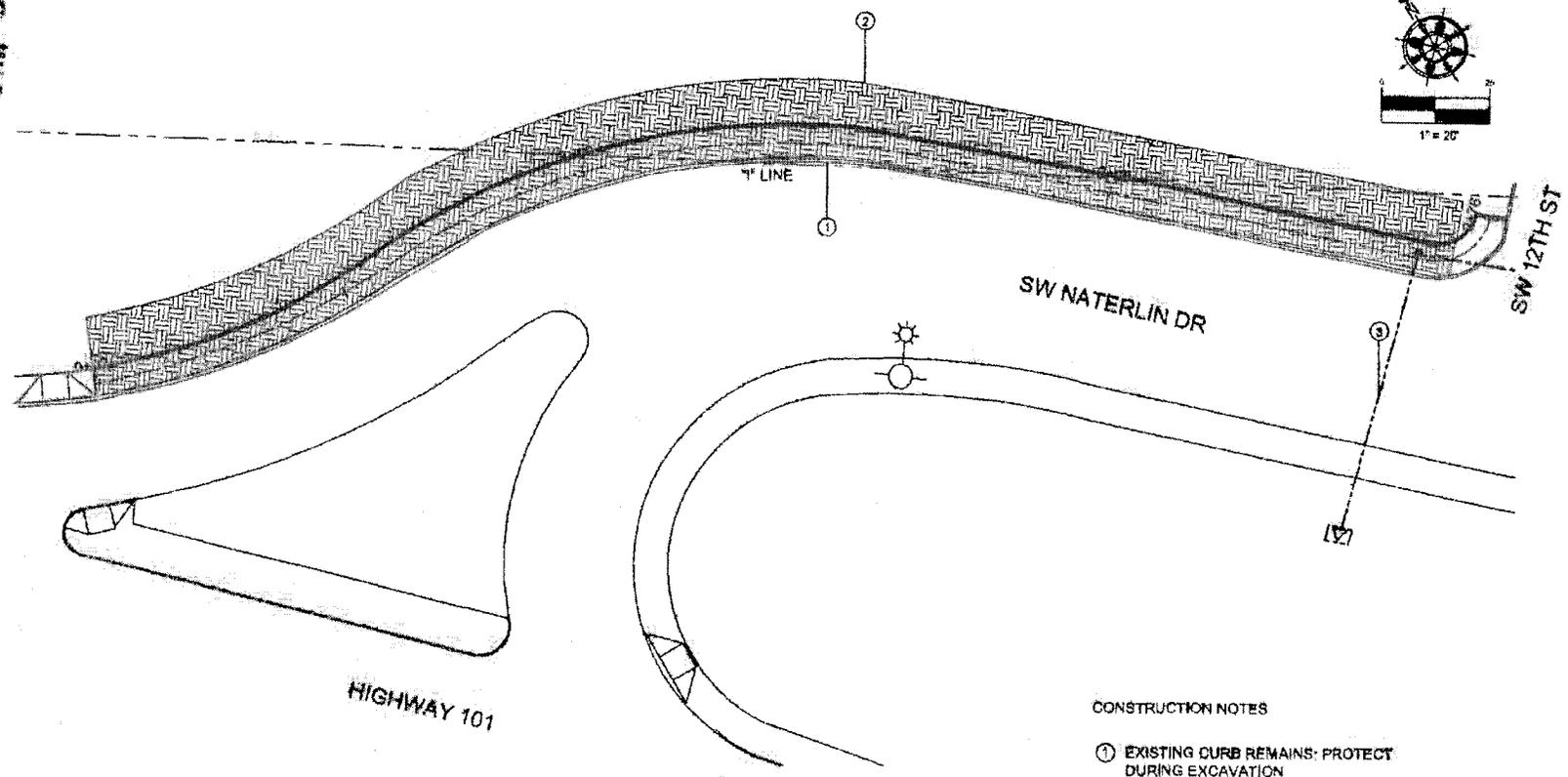


CONSTRUCTION NOTES

- ① REMOVE ASPHALT
- ② EXISTING CURB REMAINS; PROTECT DURING EXCAVATION
- ③ REMOVE EXISTING CURB; SEE ENGINEER FOR TIE IN POINT
- ④ REMOVE 27 FT EXISTING STRIPING TO TIE-IN POINT
- ⑤ REMOVE EXISTING SIGNS & POSTS; RETURN TO STATE
- ⑥ POLE & LIGHT MOVED BY OTHERS
- ⑦ REMOVE ROAD BED IN SEED AREA
- ⑧ OREGON PARKS & RECREATION DEPARTMENT MUST BE ON HAND TO OVERSEE EXCAVATION, BORING AND TRENCHING; ARRANGE SCHEDULE WITH OPRD REPRESENTATIVE

NATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS	
<small>CITY OF NEWFORT NEWPORT, OREGON</small>	
<small>DATE: 08/12</small>	<small>BY: [Signature]</small>
<small>PROJECT: 100</small>	<small>DATE: 08/12</small>
<small>PROJECT NUMBER: 100</small>	<small>DATE: 08/12</small>
<small>PROJECT NUMBER: 100</small>	<small>DATE: 08/12</small>
EXCAVATION BOUNDARIES	
C-1	
<small>NO. 4 OF 17</small>	

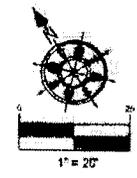
04M 50853



 PROPOSED EXCAVATION;
WIDTH WILL VARY

CONSTRUCTION NOTES

- ① EXISTING CURB REMAINS; PROTECT DURING EXCAVATION
- ② SHAPE HILLSIDE; SLOPE TO MAX. H3:V1 AND MIN. H2:V1 CUT. SEE SHEET G3-1 FOR EXCAVATION LIMITS; VERIFY CUT LIMITS WITH ENGINEER BEFORE EXCAVATION
- ③ PROPOSED BORE PATH; SEE SHEET E-1 FOR BORING DETAILS



NATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS
CITY OF NEWPORT
NEWPORT, OREGON

DATE	BY
11/11/19	MM
REVISION	NO.
DESCRIPTION	BY

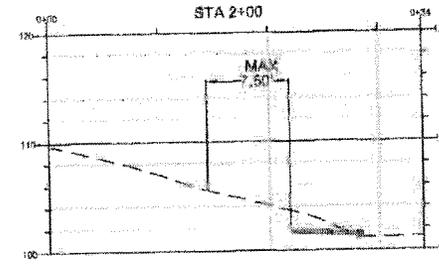
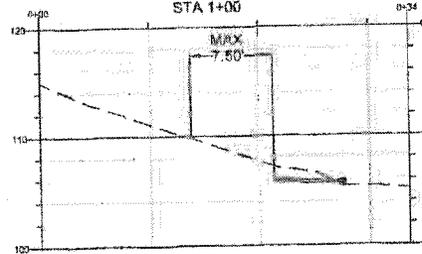
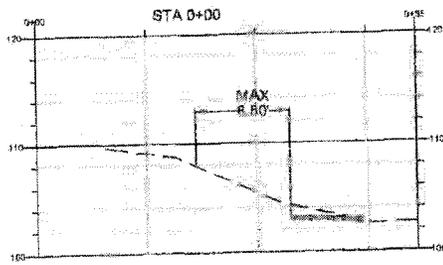
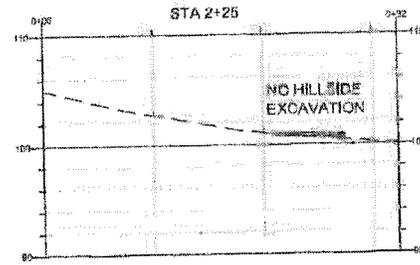
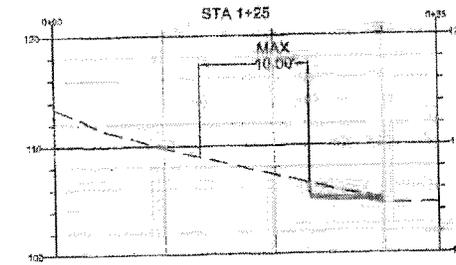
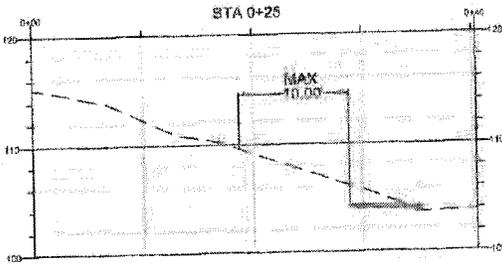
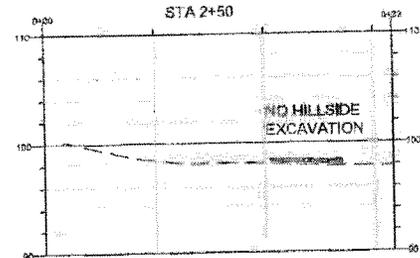
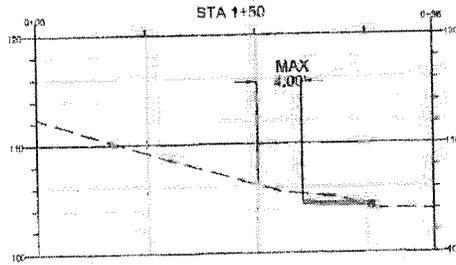
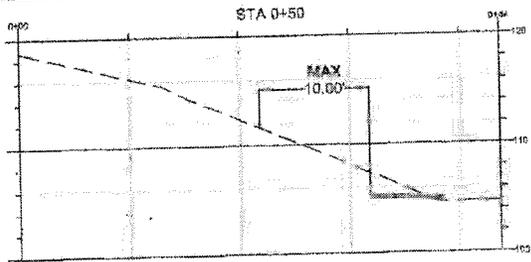
NO.	DATE
1	11/11/19
2	
3	
4	
5	
6	
7	
8	
9	
10	



EXCAVATION
BOUNDARIES

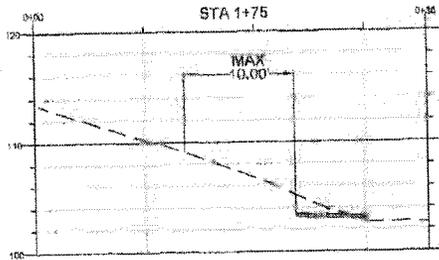
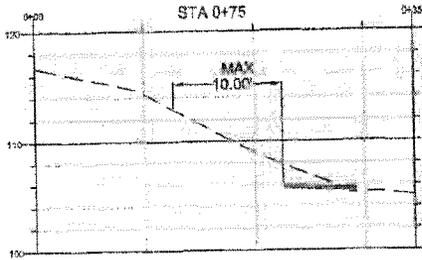
C-2

04M 50353



NOTES:

CUT AND SHAPE HILLSIDE, MIN. 3:1 CUT;
MAXIMUM 2:1 CUT



WATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS
 CITY OF NEWPORT
 NEWPORT, OREGON

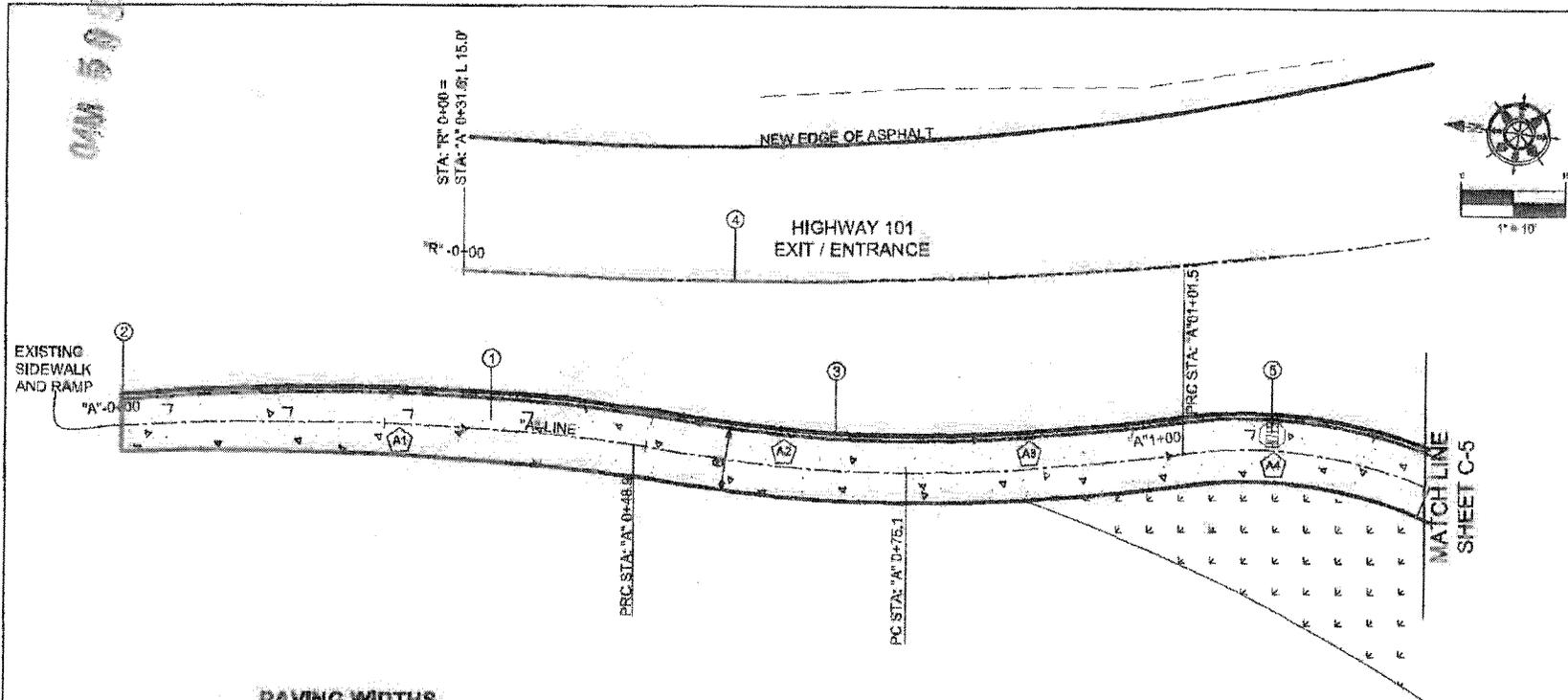
DATE	4/20/00
DESIGNER	2014/172
DRAWN BY	USA
CHECKED	USA
SCALE	AS SHOWN
DATE	
TIME	
PROJECT	
CONTRACT	
DESCRIPTION	
REVISIONS	



T LINE
GRADING PROFILES

C-3
NO. 2 OF 11

04/15/03



PAVING WIDTHS

STA	TRAVEL WIDTH	TOTAL ROAD WIDTH
"R" 0+20.9	12.75 FT	25.50 FT
"R" 0+49.0	14.25 FT	28.50 FT
"R" 0+75.1	14.75 FT	29.50 FT

CURVE TABLE

CURVE	STA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
(A1)	"A" 0+00	266.0	48.9	S5° 47' 30"E	48.8
(A2)	"A" 0+48.9	137.3	26.2	S1° 59' 5"E	26.1
(A3)	"A" 0+75.1	208.5	26.4	S12° 02' 39"E	26.4
(A4)	"A" 1+01.5	43.5	55.9	S20° 57' 24"W	52.2

CONSTRUCTION NOTES

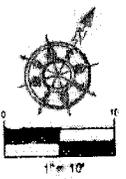
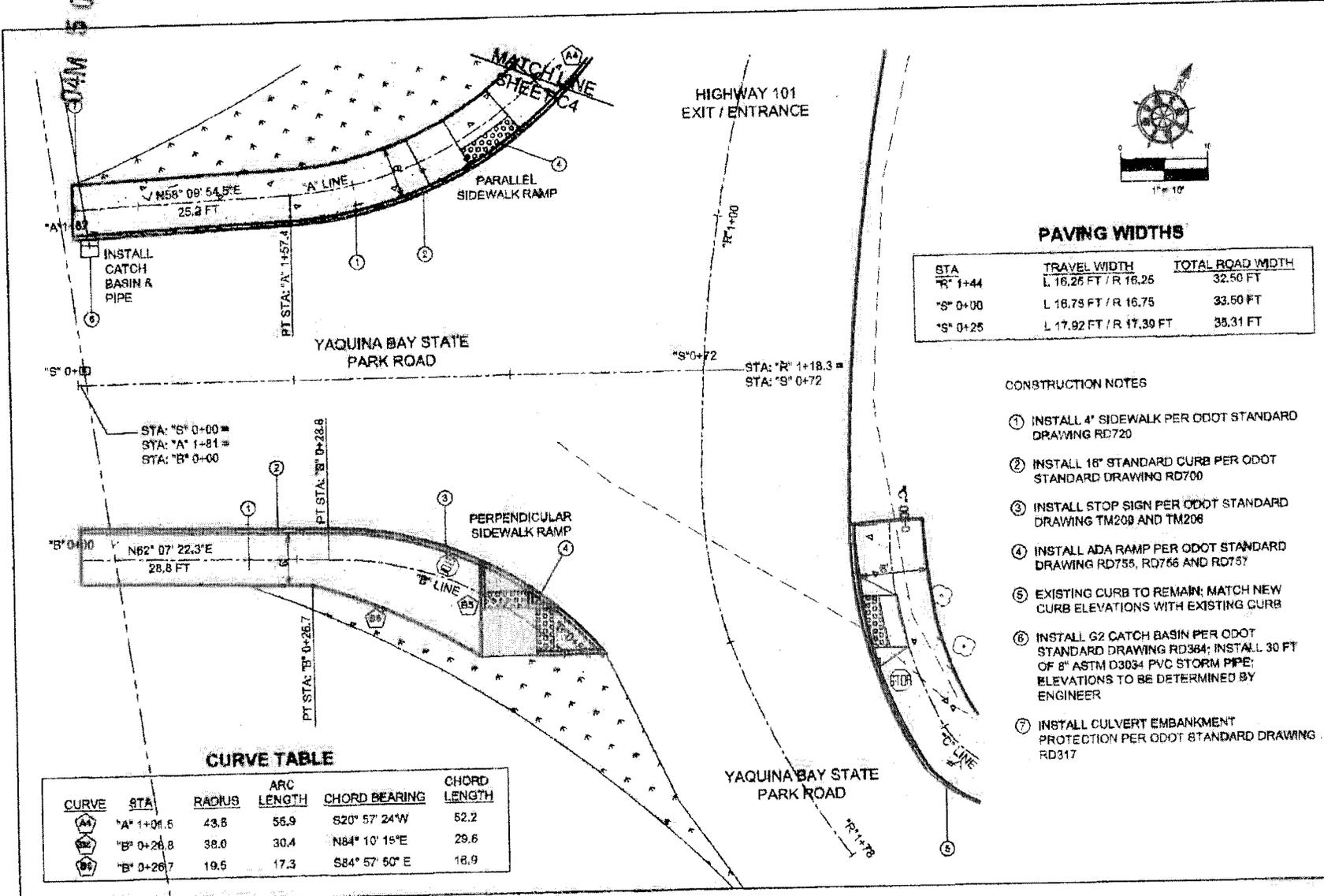
- ① INSTALL 4" SIDEWALK PER ODOT STANDARD DRAWING RD720
- ② MATCH NEW SIDEWALK SLOPE AND CURB INTO EXISTING SIDEWALK AND CURB ELEVATIONS.
- ③ INSTALL 16" STANDARD CURB PER ODOT STANDARD DRAWING RD700
- ④ INSTALL 4" YELLOW BROKEN LIKE PER ODOT STANDARD DRAWING TM500
- ⑤ INSTALL STOP SIGN PER ODOT STANDARD DRAWING TM200 AND TM206

WATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS
 CITY OF NEWPORT
 NEWPORT, OREGON

DATE	BY
DESIGN	DATE
REVISION	DATE
DATE	DATE

NEWPORT
 SIDEWALK
 "A" LINE: 0+00 - 1+16
 C-4
 1 OF 17

04M 50853



PAVING WIDTHS

STA	TRAVEL WIDTH	TOTAL ROAD WIDTH
R* 1+44	L 16.26 FT / R 16.26	32.50 FT
S* 0+00	L 16.75 FT / R 16.75	33.50 FT
S* 0+25	L 17.92 FT / R 17.39 FT	35.31 FT

CONSTRUCTION NOTES

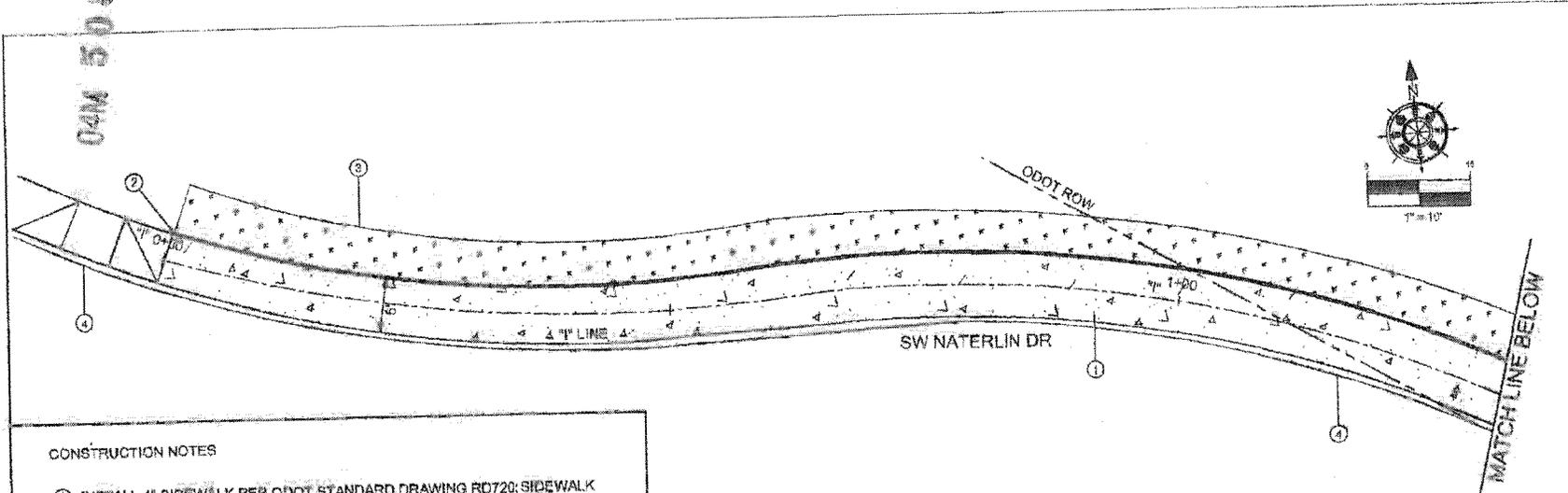
- ① INSTALL 4" SIDEWALK PER ODOT STANDARD DRAWING RD720
- ② INSTALL 18" STANDARD CURB PER ODOT STANDARD DRAWING RD700
- ③ INSTALL STOP SIGN PER ODOT STANDARD DRAWING TM209 AND TM206
- ④ INSTALL ADA RAMP PER ODOT STANDARD DRAWING RD755, RD766 AND RD757
- ⑤ EXISTING CURB TO REMAIN; MATCH NEW CURB ELEVATIONS WITH EXISTING CURB
- ⑥ INSTALL G2 CATCH BASIN PER ODOT STANDARD DRAWING RD384; INSTALL 30 FT OF 8" ASTM D3034 PVC STORM PIPE; ELEVATIONS TO BE DETERMINED BY ENGINEER
- ⑦ INSTALL CULVERT EMBANKMENT PROTECTION PER ODOT STANDARD DRAWING RD317

CURVE TABLE

CURVE	STA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
A*	1+01.6	43.8	55.9	S20° 57' 24"W	52.2
B*	0+26.8	38.0	30.4	N84° 10' 15"E	29.6
B*	0+26.7	19.5	17.3	S84° 57' 50"E	16.9

WATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS
 CITY OF NEWPORT
 NEWPORT, OREGON
 SHEET C-5
 OF 17

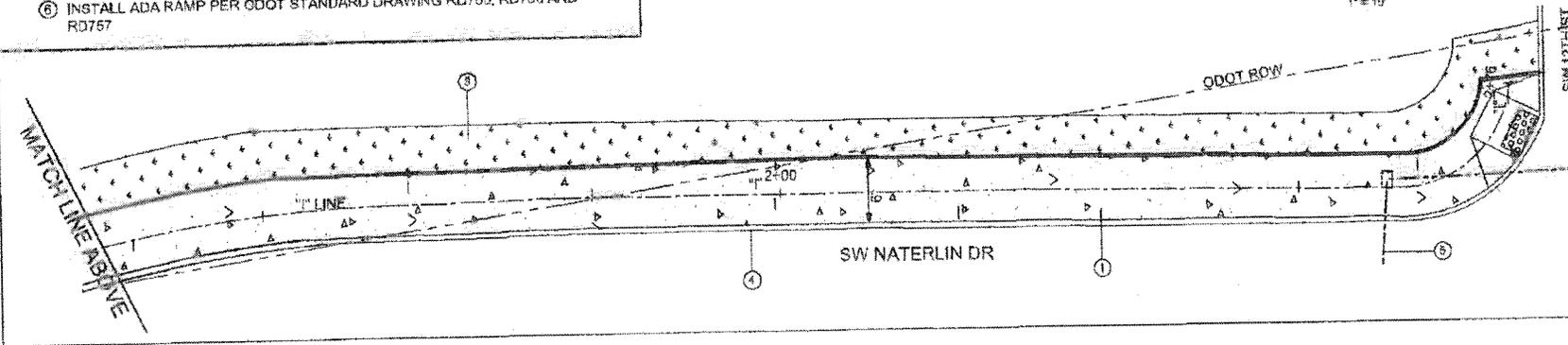
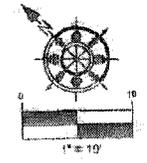
04M 50853



WATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS
 CITY OF NEWPORT
 NEWPORT, OREGON

CONSTRUCTION NOTES

- ① INSTALL 4" SIDEWALK PER ODOT STANDARD DRAWING RD720; SIDEWALK WILL FOLLOW CURB LINE; SMOOTH BACK OF WALK IF CURB SHAPE IS IRREGULAR OR JAGGED; CONSTRUCT NEW SIDEWALK WITH 2% MAX SLOPE RISING FROM BACK OF CURB
- ② MATCH NEW SIDEWALK GRADE TO EXISTING WALK AND CURB ELEVATIONS.
- ③ SEED EXCAVATED AREA
- ④ EXISTING CURB REMAINS; PROTECT DURING EXCAVATION
- ⑤ SEE SHEET E-1 FOR CONDUIT INSTALLATION
- ⑥ INSTALL ADA RAMP PER ODOT STANDARD DRAWING RD755, RD756 AND RD757



DATE	4/20/10
DESIGNED BY	SKA/ST
DRAWN BY	SKA
CHECKED BY	SKA
SCALE	AS SHOWN
PROJECT	WATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS
DATE	4/20/10
NO.	12 OF 17

SIDEWALK
 4" LINE COMPLETE
 C-9

041 50853

YAQUINA BAY STATE PARK RD

CONSTRUCTION NOTES

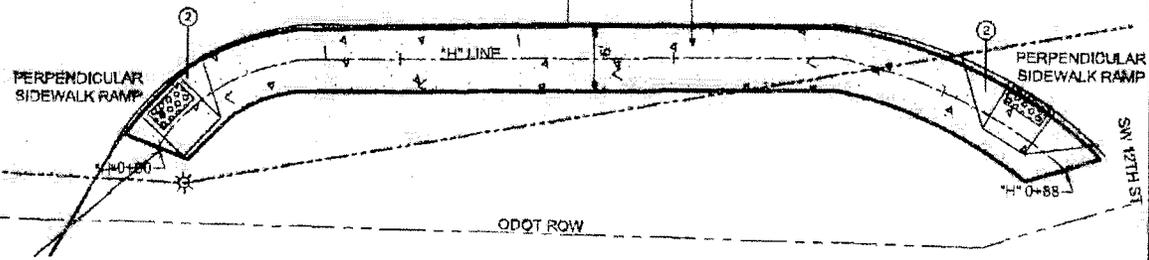
- ① INSTALL 4" SIDEWALK PER ODOT STANDARD DRAWING RD720; SIDEWALK WILL FOLLOW CURB LINE; SMOOTH BACK OF WALK IF CURB SHAPE IS IRREGULAR OR JAGGED; CONSTRUCT NEW SIDEWALK WITH 2% RISING SLOPE FROM BACK OF CURB
- ② INSTALL ADA RAMP PER ODOT STANDARD DRAWING RD755, RD756 AND RD757
- ③ EXISTING CURB TO REMAIN; PROTECT DURING EXCAVATION
- ④ SEE SHEET E-1 FOR CONDUIT INSTALLATION



SW WATERLIN DR



SW WATERLIN DR



NATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS

CITY OF NEWPORT
NEWPORT, OREGON

DATE	DATE
REVISED	DATE
BY	BY
BY	BY

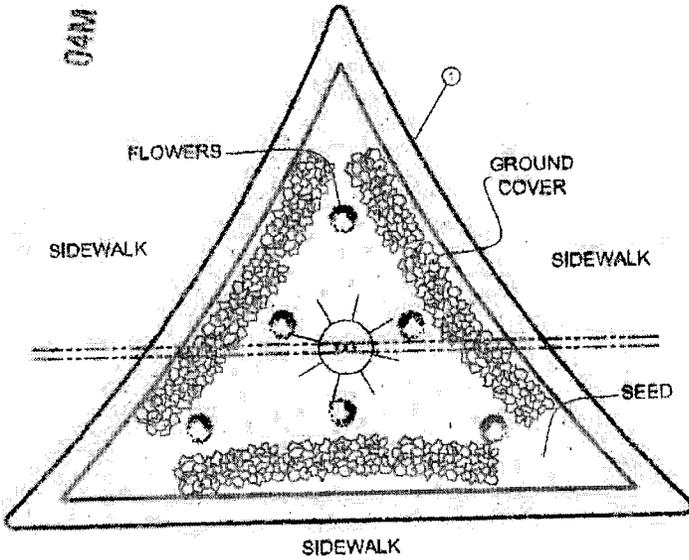
PROJECT	NO.
DATE	NO.
BY	BY
BY	BY

SIDEWALK
LINE COMPLETE

C-10

REV. 13 OF 17

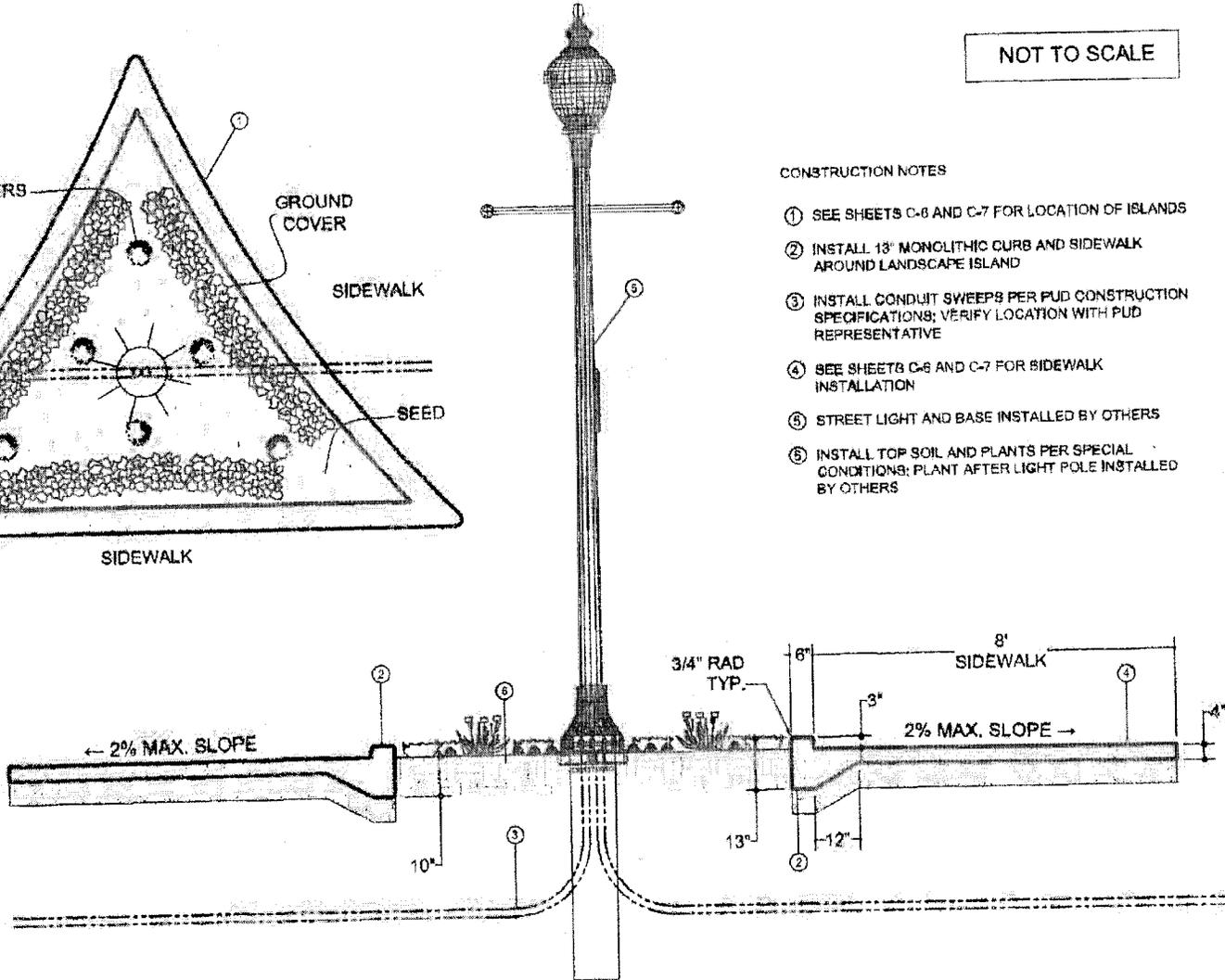
04M 50853



NOT TO SCALE

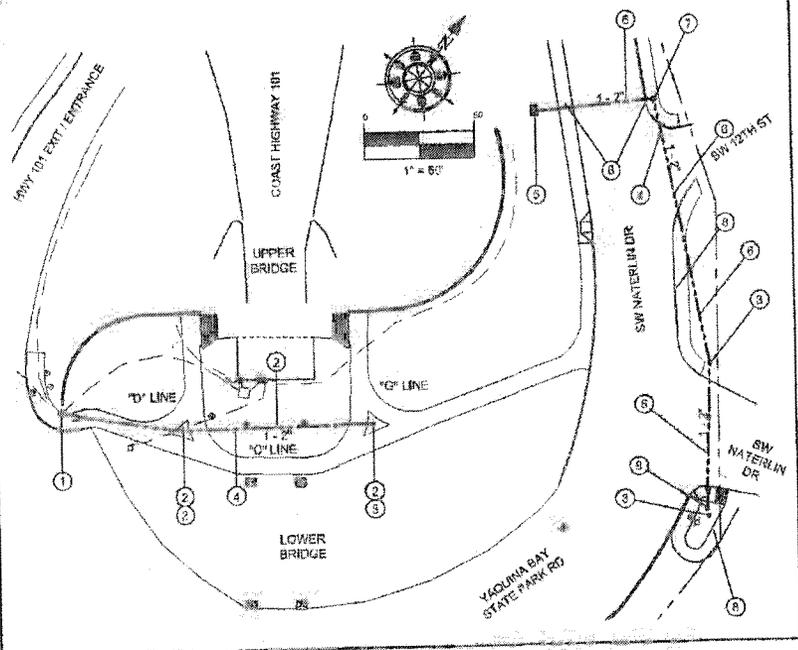
CONSTRUCTION NOTES

- ① SEE SHEETS C-6 AND C-7 FOR LOCATION OF ISLANDS
- ② INSTALL 13" MONOLITHIC CURB AND SIDEWALK AROUND LANDSCAPE ISLAND
- ③ INSTALL CONDUIT SWEEPS PER PUD CONSTRUCTION SPECIFICATIONS; VERIFY LOCATION WITH PUD REPRESENTATIVE
- ④ SEE SHEETS C-6 AND C-7 FOR SIDEWALK INSTALLATION
- ⑤ STREET LIGHT AND BASE INSTALLED BY OTHERS
- ⑥ INSTALL TOP SOIL AND PLANTS PER SPECIAL CONDITIONS; PLANT AFTER LIGHT POLE INSTALLED BY OTHERS



NATERLIN DR TO YAQUINA BAY STATE PARK SIDEWALKS	
CITY OF NEWPORT NEWPORT, OREGON	
DATE	1/14/12
DESIGN	1/14/12
CONSTRUCTION	1/14/12
REVISION	1/14/12
NO.	1
DATE	1/14/12
BY	1/14/12
CHECKED	1/14/12
APPROVED	1/14/12
LANDSCAPE ISLAND	
C-11	
NO. 14 OF 17	

MAN 50853

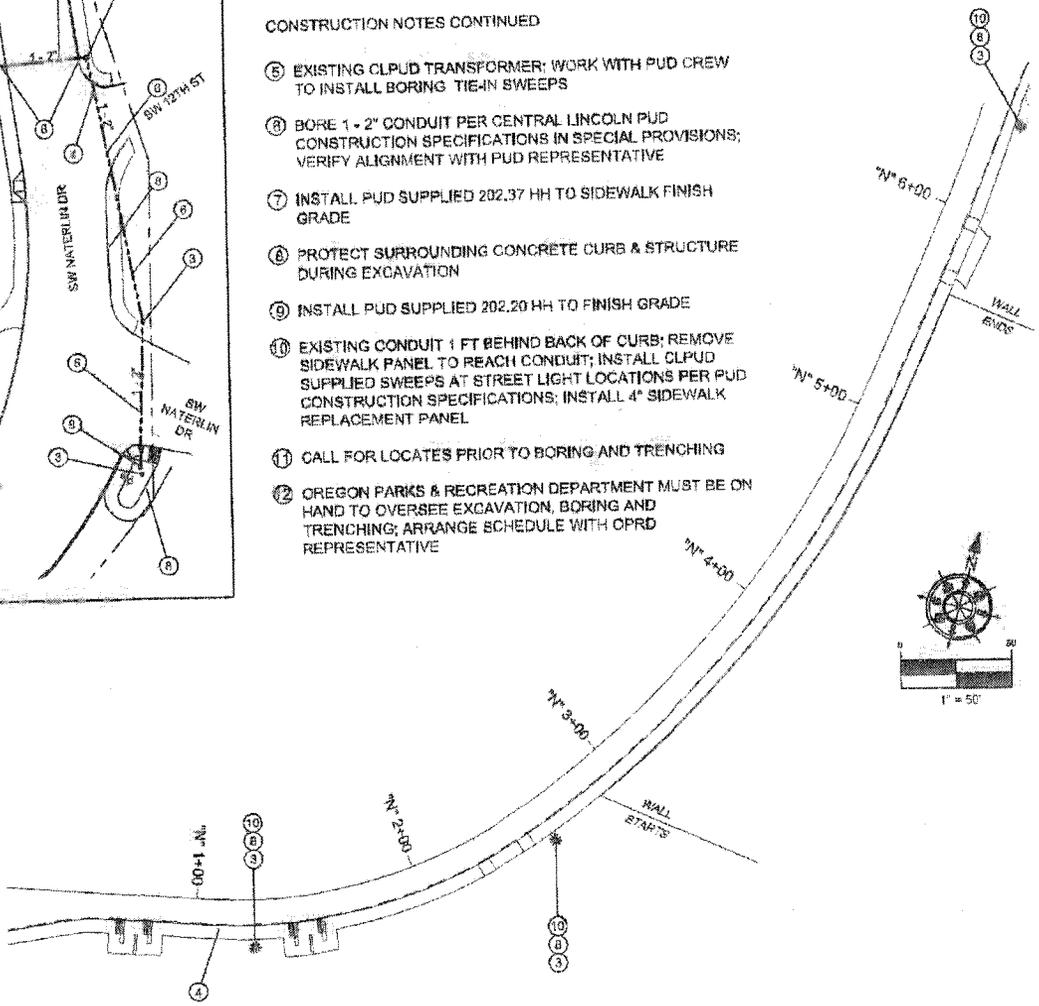


CONSTRUCTION NOTES

- ① REPLACE EXISTING CLPUD ELECTRIC BOX WITH CLPUD HH 202.37; ADJUST ELEVATION TO TOP OF NEW SIDEWALK; *WIRE HOT*; WORK WITH PUD REPRESENTATIVE TO SCHEDULE REPLACEMENT
- ② TRENCH 1-2' CONDUIT PER CENTRAL LINCOLN PUD CONSTRUCTION SPECIFICATIONS; VERIFY ALIGNMENT WITH PUD REPRESENTATIVE
- ③ INSTALL PUD LIGHT BASE PER CLPUD CONSTRUCTION SPECIFICATIONS; VERIFY LOCATION WITH PUD REPRESENTATIVE; LIGHT POLE INSTALLED BY OTHERS
- ④ INSTALL PULL STRING IN ALL CONDUIT

CONSTRUCTION NOTES CONTINUED

- ⑤ EXISTING CLPUD TRANSFORMER; WORK WITH PUD CREW TO INSTALL BORING TIE-IN SWEEPS
- ⑥ BORE 1-2" CONDUIT PER CENTRAL LINCOLN PUD CONSTRUCTION SPECIFICATIONS IN SPECIAL PROVISIONS; VERIFY ALIGNMENT WITH PUD REPRESENTATIVE
- ⑦ INSTALL PUD SUPPLIED 202.37 HH TO SIDEWALK FINISH GRADE
- ⑧ PROTECT SURROUNDING CONCRETE CURB & STRUCTURE DURING EXCAVATION
- ⑨ INSTALL PUD SUPPLIED 202.20 HH TO FINISH GRADE
- ⑩ EXISTING CONDUIT 1 FT BEHIND BACK OF CURB; REMOVE SIDEWALK PANEL TO REACH CONDUIT; INSTALL CLPUD SUPPLIED SWEEPS AT STREET LIGHT LOCATIONS PER PUD CONSTRUCTION SPECIFICATIONS; INSTALL 4" SIDEWALK REPLACEMENT PANEL
- ⑪ CALL FOR LOCATES PRIOR TO BORING AND TRENCHING
- ⑫ OREGON PARKS & RECREATION DEPARTMENT MUST BE ON HAND TO OVERSEE EXCAVATION, BORING AND TRENCHING; ARRANGE SCHEDULE WITH OPRD REPRESENTATIVE



WATERLIN DR TO YACUIMA BAY STATE PARK SIDEWALKS

CITY OF NEWPORT
NEWPORT, OREGON

DATE	4/1/20
DESIGN	MR/RS
REVISION	MR
CHECKED	STJ

SCALE	AS SHOWN
DATE	4/1/20
PROJECT	NEWPORT
LOCATION	WATERLIN DR

STREET LIGHT
PUD CONDUIT

E-1

SHEET 14 OF 17

LAMB Kenneth E

04M 50853

From: LAFLEUR Christina L
Sent: Wednesday, May 23, 2012 12:07 PM
To: LAMB Kenneth E
Subject: RE: Naterlin to Yaquina Bay State Park ROW Permit

Hi Ken,

The only comments I have is that the notes on signage need to be more detailed. They need to include the sign size, the substrate (whether the sign is plywood or sheet aluminum), the post type, the post size (including length), and the sheeting type. Also, more of the standard drawings need to be referenced. An example of an acceptable note would be:

Install a 36" x 36" plywood Stop Sign (Type R) on a 4"x6"x18" wood post per ODOT Standard Drawings TM200, TM206, TM670, TM671, and TM676.

This note should be used for example purposes only. If the designer chooses to use a perforated steel square tube post TM681 and TM687 or TM688 would be utilized rather than TM670.

Thanks,

Christy LaFleur
Senior Traffic Sign Designer

Oregon Department of Transportation
Region 2 Tech Center, Bldg. A
455 Airport Road SE
Salem, OR 97301
Phone: 1-503-986-2714
Email: Christina.L.LaFleur@odot.state.or.us

From: KARGEL Angela J
Sent: Wednesday, May 23, 2012 11:19 AM
To: IMAMURA Taisei J; LAFLEUR Christina L
Cc: LAMB Kenneth E
Subject: FW: Naterlin to Yaquina Bay State Park ROW Permit

Tai, Christy - Can you both take a look at these plans for striping and signing? There's just a few things. This work is on roads not on the highway but within ODOT right of way under the Yaquina Bay bridge in Newport. Please send comments to Ken, or let him know if it's good.

Thanks
Angela

5/24/2012

From: CANTRELL Edward W
Sent: Tuesday, May 22, 2012 1:39 PM
To: LAMB Kenneth E; KARGEL Angela J
Subject: FW: Naterlin to Yaquina Bay State Park ROW Permit

04M 50853

Hi Kenneth,

I like the project, helps to clean up a confusing intersection and provide good pedestrian facilities.

Couple of comments:

- Does the city have an agreement with ODOT for maintenance of the new facilities.
- Did not see a pavement design for the intersection improvement?
- Has the city completed off-tracking layouts for the new intersection for design vehicle?
- Traffic section should review the project since signs and striping is being modified.

Thanks,

Ed

From: LAMB Kenneth E
Sent: Tuesday, May 22, 2012 10:54 AM
To: CANTRELL Edward W
Subject: FW: Naterlin to Yaquina Bay State Park ROW Permit

Ed I got your approval on the sidewalk plan in Newport for 3rd street I wanted to make sure that this one attached was also reviewed and approved.

Ken Lamb
541-757-4182

From: Melissa Roman [mailto:M.Roman@NewportOregon.gov]
Sent: Monday, April 23, 2012 12:12 PM
To: LAMB Kenneth E
Cc: LYONS Sheila A
Subject: Naterlin to Yaquina Bay State Park ROW Permit

Hi, Ken,

Here is our ROW permit application for the intersection realignment and sidewalk work on the north side of the bridge. Please let me know if you need anything else.

Melissa

5/24/2012



EXHIBIT E

Oregon Parks and Recreation Department

Miscellaneous Use Application and Permit for Nontraditional Park Activities

Nature HISTORY Discovery

This permit is not valid until signed by the Approving Authority on the reverse side of the application.

I Permit Request

A. Activity Location (Park/Beach) Yaquina Bay State Park

B. Organization/Sponsor City of Newport

C. Applicant Name City of Newport

Address 169 SW Coast Hwy,

City / State / Zip Newport , Oregon 97365

Phone

D. Activity Date From: Date: May 1, 2012 Time: 8 am a.m./p.m.

To: Date: Sept. 30, 2012 Time: 5 pm a.m./p.m.

E. Type of Activity: Construct sidewalks and change intersection

F. Description of Activity to be Performed Activity detail required. (Attach additional information if needed.)

Right of Entry permit to OPRD property at Yaquina Bay State Park. Construct concrete sidewalks under bridge and change intersection to double lane instead of 3 lanes.

G. Anticipated Number of Participants N/A

H. Do you or your organization have prior experience for the type of activity for which this permit is requested? X Yes No

If yes, please explain your experience including references. Use a separate page if necessary.

(- For Office Use Only -)

Application Number: 2012-1A Received By: John Allen

Permit Fee Total 0 Date: 4/10/12

See reverse side for breakdown of fees

CC:

Can get a 30 day extension if needed. Call John @ 1st of Sept if extension is necessary 4/10/12

II. Terms and Conditions of Permit

1. All costs of performing the activities authorized by this permit and any other costs whatsoever which may be incidental to said activities shall be paid by the sponsor;

2. The sponsor assumes full responsibility and liability for damages or injury to any member of the public arising out of the activity, including personal injury and property damage, and for any damage to park property;

3. The sponsor indemnifies and holds harmless the State of Oregon, its Parks and Recreation Commission and members thereof, the Parks and Recreation Department, and its officers, agents and employees against any and all damages, claims or cause of action arising from or in connection with the activity;

4. The sponsor shall procure liability insurance which names the State of Oregon, its Parks and Recreation Commission, its Parks and Recreation Department, and its officers, agents and employees thereof as parties insured. The insurance coverage shall have limits of not less than \$500,000 property damage for each accident or occurrence, and for injury or death to persons, not less than \$2,000,000 for each person and \$4,000,000 for each accident or occurrence. OPRD reserves the right to waive or reduce insurance coverage requirements;

5. The sponsor shall comply with all applicable federal, state and local laws, regulations and ordinances;

6. The applicant shall deposit with the department a cash deposit, bond or savings certificate in an amount as specified in the approved permit at least 72 hours prior to the planned event. The deposit, bond or savings certificate shall be security for the applicant's faithful performance of all permit conditions and to cover any damages sustained by the department as a result of breach. The amount of security shall be determined by the department based on exposure and potential for damages from the activity;

7. This permit shall not be reassigned or any area covered by the permit sublet in whole or in part without written consent of State. Any attempt to reassign or sublet without the consent of State shall be grounds for termination of the permit by the State;

8. Upon completion of the activities authorized by this permit, the applicant shall restore all parks, recreational or ocean shore areas and related facilities utilized to a condition satisfactory to the department. If this is not done within the number of days specified in 13G from the completion of the activities, the department is authorized to complete the restoration work and deduct the cost from the performance bond;

9. The department may, in its discretion, cancel the permit effective immediately on notice to the applicant in the event of any emergency, significant law enforcement problem, or substantial threat to the public welfare, safety or property arising from or affecting the activity, and may cancel the permit effective immediately upon any breach of other permit conditions;

10. The applicant shall terminate the activity immediately upon receipt of notice from the department that the permit has been cancelled and shall thereupon be responsible for the immediate cleanup and restoration of the park area;

11. The applicant shall pay to the department a daily fee as set by OAR 736-16-023 General Park Area rules for the number of persons attending the event, plus any camping fees as established by the department's rules for any persons authorized to camp at a state park overnight in connection with the event;

12. Annual or monthly rental, lease and access fees may be assessed and paid to the department where appropriate;

13. Additional Permit Requirements;

- A. _____ Attach a site plan indicating the location of activities and construction of all facilities, structures and utilities.
- B. _____ Attach a description and site plan for parking arrangements.
- C. _____ Attach a description for security arrangements.
- D. _____ Attach a description for timely park cleanup and restoration.
- E. Insurance endorsement required (see #4).
- F. _____ Performance bond required (see #6)
\$ _____
- G. _____ Days permitted following completion of activities to return the permit area and related facilities to a condition satisfactory to the department (see #8).
_____ Days permitted
- H. _____ Other: Applicant is required to be at least 21 years of age.

14. Any activity or use of facilities that discriminates on the basis of race, sex, color, religion, national origin or disability is prohibited;

15. Other than the exceptions(s) authorized by this permit, if any, all park area rules shall be obeyed.

16. Exemptions and miscellaneous provisions may be applied, if the sponsor is a governmental subdivision, or a bona fide charitable organization conducting the event solely for charitable purposes, for events attended by the public for no more than one day.

III. Permit Approval

1. Accepted: I certify the terms and conditions of this permit are acceptable to the sponsor organization and will be adhered to:

Applicant's Name: (Please Print) <u>AARON THEODORE JONES</u>	Applicant's Signature:
Title <u>CITY OF NEWPORT - PUBLIC WORKS SR. PROJ. MGR.</u>	Date: <u>11 APRIL 2012</u>

2. Use Fees / Approval

A.	Number of Participants	Daily Use Fee (see schedule)	Number of Days	Performance Bond / Deposit (if required)	Permit Application Fee (unless waived) Record Fees under Source Code 842200 with AS Code 90	Total Fee Received
		\$ <u>Ø</u>		\$ <u>Ø</u> =	+ \$100.00 =	\$ Waived

B. Permit Approved with the following conditions:

OPRD, as the underlying fee owner is not responsible and/or liable for anything to do with construction of sidewalks. Anytime during construction that soil is disturbed an OPRD employee needs to be on site due to archeology sensitivity of the location. Patti Green OPRD park manager will need to be notified ahead of time if soil disturbance is planned. 541-265-4560

Approved -Park Manager or Designee/ Title (print)	John Allen Signature	4/10/12 Date
---	-------------------------	-----------------



Oregon

John A. Kitzhaber, MD, Governor

EXHIBIT F

Department of Transportation

Region 2
455 Airport Rd SE Bldg B
Salem, OR 97301-5395
503-986-2600
FAX 503-986-2630

September 15, 2011

Timothy Gross, P.E.
Senior Project Manager
City of Newport Public Works Department
169 SW Coast Highway
Newport, Oregon 97365

Subject: Walkway/Bikeway Project Agreement No. 28033
WATERLIN DRIVE – YAQUINA BAY STATE PARK SIDEWALK
CITY OF NEWPORT

Enclosed is an original copy of the above referenced project agreement. This agreement is signed by all parties.

If you have any questions regarding this Agreement, please contact me at my e-mail address laura.i.cooley@odot.state.or.us or at (503) 986-2627.

Thank you.

Laura Cooley
Region 2 Agreement Coordinator

Enclosure

WALKWAY/BIKEWAY PROJECT AGREEMENT
Naterlin Drive – Yaquina Bay State Park Sidewalk

City of Newport

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF NEWPORT, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party," or "Parties."

RECITALS

1. US 101 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Naterlin Drive is a part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statute (ORS) 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a) of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the public right of way.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.
4. State established a Bicycle and Pedestrian Program fund in the Statewide Transportation Improvement Program (STIP) to meet the minimum requirement of 1 percent requirement of State Highway funds to be spent on Pedestrian and Bicycle facilities. The 10-13 STIP programs \$27.2 million for the Bicycle and Pedestrian Program, allocated to three (3) programs: Grants, Sidewalk Improvement Programs and Quick Fixes.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

City of Newport/State of Oregon, Department of Transportation
Agreement No. 28033

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to design and construct connecting sidewalks beginning at Naterlin Drive to the stairs at the north end of Yaquina Bay Bridge and across US 101 to the Yaquina Bay State Park, hereinafter referred to as "Project." The location of the Project is approximately as shown on the sketch map marked Exhibit A, attached hereto and by this reference made a part hereof.
2. Agency has determined that the total cost of the Project is estimated to be \$150,000. State shall fund the Project in an amount not to exceed \$150,000. Agency shall be responsible for any portion of the Project which is not covered by state funding.
3. The work is to begin upon execution of this Agreement by all Parties and shall be completed no later than December 31, 2012. This Agreement will terminate six (6) months after that date unless extended by a fully executed amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall notify State when it is prepared to proceed with the development of Project to initiate State's initial fifty (50) percent advanced deposit, as listed under State Obligations, Paragraph 4.
2. Agency shall conduct the necessary field surveys, prepare plans and contract documents, advertise for bid proposals, award all contracts, and supervise construction of the Project.
3. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 4 Office prior to the commencement of construction.
4. Agency shall submit a copy of the plans and specifications to State through the State District 4 Office and the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or, if Agency forces will perform the construction work, prior to construction. Concurrence must be received from both State offices prior to proceeding with the Project. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan and shall comply with the most current Americans with Disabilities Act (ADA) guidelines.
5. Agency shall not award a construction contract until State's District 4 representative has reviewed and approved the low bidder's proposal and costs.
6. Agency shall, upon completion of Project, submit to State's Project Manager an itemized statement of the final actual total cost of the Project.

City of Newport/State of Oregon, Department of Transportation
Agreement No. 28033

7. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
8. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval.
9. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$ 2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

City of Newport/State of Oregon, Department of Transportation
Agreement No. 28033

- e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
10. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
11. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
12. Agency shall be responsible for all costs not covered by State funding. State funding is limited to \$150,000.

City of Newport/State of Oregon, Department of Transportation
Agreement No. 28033

13. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers compensation, unemployment taxes, and state and federal withholdings.
14. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
15. Agency shall, upon completion of Project, maintain the Project at its own cost and expense, and in a manner satisfactory to State.
16. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. Agency's Project Manager for this Project is Timothy Gross, P.E., Senior Project Manager, city of Newport Public Works Department, 169 SW Coast Highway, Newport, Oregon 97365; telephone (541) 574-3369; email t.gross@newportoregon.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State grants authority to Agency to enter upon State right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 4 Office.
2. State's local District Office and Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a

City of Newport/State of Oregon, Department of Transportation
Agreement No. 28033

construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all invoices submitted by Agency.

3. Upon notification from Agency, State shall conduct or assist Agency with final technical inspection of the completed Project.
4. Upon receipt of notification that the Agency is prepared to proceed with the development of Project, State shall deposit with Agency the sum of \$75,000 such amount being equal to fifty (50) percent of the State's share of the estimated Project costs. Upon completion of Project, inspection and approval by State staff, and receipt from Agency of an itemized statement of the actual total cost of the Project, State shall deposit with Agency a final payment, the sum of \$75,000 such amount being equal to fifty (50) percent of the State's share of the estimated Project costs. When added to the initial deposit, the final deposit will equal the State's share of the originally estimated Project cost of \$150,000. Should final Project costs exceed the original estimate, extra costs shall be borne by Agency; the maximum amount of State reimbursement is \$150,000. If final Project costs are less than original estimate, State shall deposit with Agency a final payment in an amount which, when added to the initial deposit, would equal the State's proportionate share of the originally estimated costs, based on a percentage calculated using State share and local match.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.
6. State's Project Manager for this Project is Frannie Brindle, Area 4 Manager, 3700 SW Philomath Boulevard, Corvallis, Oregon 97333, telephone (541) 757-4211; email frances.brindle@odot.state.or.us or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

City of Newport/State of Oregon, Department of Transportation
Agreement No. 28033

- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. If any funds are remaining from the advance deposit, they shall be refunded to State.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the

City of Newport/State of Oregon, Department of Transportation
Agreement No. 28033

Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City of Newport/State of Oregon, Department of Transportation
Agreement No. 28033

CITY OF NEWPORT, by and through its
elected officials

By *Don Vasthey*
Title: *City Manager*
Date 8/11/11

By _____
Title: _____
Date NA

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
City Counsel
Date NA

Agency Contact:
Timothy Gross, P.E.
Senior Project Manager
City of Newport Public Works Department
169 SW Coast Highway
Newport, Oregon 97365
Phone: (541) 574-3369
Email: t.gross@newportoregon.gov

State Contact:
Frannie Brindle
Area 4 Manager
3700 SW Philomath Boulevard
Corvallis, Oregon 97333-1147
Phone: (541) 727-4211
Email: frances.brindle@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By *Steve Truitt*
Technical Services Manager/Chief
Engineer
Date 9-12-11

APPROVAL RECOMMENDED

By *Shute Lyons*
Pedestrian and Bicycle Program Manager
Date 12 Sept 11

By *Erin Kade*
Region 2 Manager
Date 8/15/2011

By *J. O'Leary* *Jerry Wolcott*
Area 4 Manager *Acting Area 4 MGR.*
Date 8-11-11

**APPROVED AS TO LEGAL
SUFFICIENCY**

By *Wade K. Holman*
Assistant Attorney General
Date 8/19/11



PERFORMANCE BOND

SURETY: North American Specialty Insurance Company

BOND NO. 2155120

BOND AMOUNT \$ 182,417.05

Recitals

- A. Frank Construction Company (Principal) has been awarded a contract (the Contract) by the City of Newport (Obligee) to construct the following project: **NATERLIN DRIVE TO YAQUINA BAY STATE PARK SIDEWALK IMPROVEMENT PROJECT.**
- B. North American Specialty Insurance Company (Surety) is a New Hampshire corporation, with its head office at 960 Broadway #420, Boise, ID 83706, 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: \$182,417.05. 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 23rd day of July, 2012

PRINCIPAL: Frank Construction Company

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: North American Specialty Insurance Company

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

Shari K. Weiborn - attorney-in-fact

Name


Signature

960 Broadway #420

Address

Boise, ID 83706

City State Zip

208-433-1800 208-433-1806

Phone Fax

PAYMENT BOND

SURETY: North American Specialty Insurance Company

BOND NO. 2155120

BOND AMOUNT \$ 182,417.05

Recitals

- A. Frank Construction Company (Principal) has been awarded a contract by the City of Newport (Obligee) to construct the following project: **NATERLIN DRIVE TO YAQUINA BAY STATE PARK SIDEWALK IMPROVEMENT PROJECT.**
- B. North American Specialty Insurance Company (Surety) is a New Hampshire corporation, with its head office at 960 Broadway #420, Boise, ID 83706, 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 \$ 182,417.05. 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 23rd day of July, 20 12.

PRINCIPAL: Frank Construction Company

By _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

SURETY: North American Specialty Insurance Company

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

Shari K. Welborn - Attorney-in-fact

Name

Signature

960 Broadway #420

Address

Boise, ID 83706

City State Zip

208-433-1800 208-433-1806

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, JOANNE SPENCER, PATTY CLARK, MIKE J. GODFREY, CATHY DAMSTRA-LEPLEY, BARBARA PINKHAM, BRIAN P. CORCORAN, STERLING FOSTER, JULIE HAMMOND, KATHLEEN MORRISON, JESSICA HOLLAENDER, LEIGH PENLEY and LISA MEYER 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



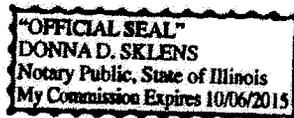
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

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 5th day of June, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 5th day of June, 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 23rd day of July, 2012.

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MS

DATE (MM/DD/YYYY)

07/25/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hanson Insurance Group 2211 NW Professional Dr, #202 Corvallis, OR 97330 Brad Hanson	541-207-1370 541-758-2718	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: FRANK-2	FAX (A/C, No):											
	INSURED Frank Construction, Co. 8028 NE Glisan, suite C Portland, OR 97218		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Kinsale Insurance Co.</td> <td>NAIC # 38920</td> </tr> <tr> <td>INSURER B: Commerce & Industry Ins Co</td> <td></td> </tr> <tr> <td>INSURER C: Western National Assurance Co.</td> <td>24465</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Kinsale Insurance Co.	NAIC # 38920	INSURER B: Commerce & Industry Ins Co		INSURER C: Western National Assurance Co.	24465	INSURER D:		INSURER E:		INSURER F:
INSURER A: Kinsale Insurance Co.	NAIC # 38920													
INSURER B: Commerce & Industry Ins Co														
INSURER C: Western National Assurance Co.	24465													
INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	0100004104	12/22/11	12/22/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	CPP1005256	11/19/11	11/19/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	X X	BE080675379	12/22/11	12/22/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOWING FORM POL <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ E.L DISEASE - EA EMPLOYEE \$ E.L DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Newport, its Officers, agents and employees, and The State of Oregon, its officers and employees, are included as additional insured per attached CH2010 0704, with Products/Completed operations per CG2037 on a Primary/Non-Contributory basis with waiver of subroation. 30 days notice of cancellation
 RE: Yaquina Park, Yaquina Bay State Park Rd, Newport, OR 97365

CERTIFICATE HOLDER**CANCELLATION**

City of Newport
 State of Oregon
 169 SW Coast Hwy
 Newport, OR 97365

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 Forming 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 Forming 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
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.

Melissa Roman

From: Ken Jones [jkj@speerhoyt.com]
Sent: Thursday, July 26, 2012 2:21 PM
To: Melissa Roman
Subject: FW: Naterlin Dr to YBSP Sidewalk Project

From: Ken Jones [mailto:jkj@speerhoyt.com]
Sent: Thursday, July 26, 2012 10:47 AM
To: 'Ken'
Subject: FW: Naterlin Dr to YBSP Sidewalk Project

Melissa, with the new information you provided the cert. of ins. will meet the cities needs. Ken

From: Christy Monson [mailto:christy@speerhoyt.com]
Sent: Wednesday, July 25, 2012 3:30 PM
To: 'Ken Jones'
Subject: FW: Naterlin Dr to YBSP Sidewalk Project

Hey Ken,
Can you shed some light on Melissa's questions? --Christy

From: Melissa Roman [mailto:M.Roman@NewportOregon.gov]
Sent: Wednesday, July 25, 2012 3:26 PM
To: 'christy@speerhoyt.com'
Subject: Naterlin Dr to YBSP Sidewalk Project

Hi, Christy,

We worked with Ken while you were out of the office to update our contract for the new sidewalk. He brought us up to speed on the new insurance requirements.

We requested 1,200,000.00 in our contract, but the certificate is coming back with 1,000,000.00. I asked the contractor to look into this, and the insurance company's reply (listed below) doesn't make sense to us. We're not used to the change in format and wanted to check with you to see if this is the way it should be listed.

Melissa

From: Steve Knewitz [mailto:steve.knewitz@jamesfrank.net]
Sent: Wednesday, July 25, 2012 3:08 PM
To: Melissa Roman
Subject: Fwd: Yaquina Bay State Park

Melissa

Try this - read the email below from Insurance company regarding limits.

New Certificate attached.

Stephen Knewitz

From: "Maureen Sexton" <msexton@hansoninsurancegroup.com>
Subject: RE: Yaquina Bay State Park
Date: July 25, 2012 2:27:37 PM PDT
To: "Steve Knewitz" <steve.knewitz@jamesfrank.net>
Cc: "Brad Hanson" <bhanson@hansoninsurancegroup.com>

I did list the State of Oregon as additional insured and included the wording "their officers and employees" because that is what I use for other insureds that do work involving the State of Oregon. I can't change the way your limits for General Liability read on the certificate because the limits on the policy are the policy limits and they cannot be changed. You have an excess liability policy, which is shown on the certificate, for an additional \$5,000,000 per occurrence and \$5,000,000 aggregate. So that is how you get the \$1,200,000 limits they are requesting. It is just shown in a different format and is the usual way of showing higher limits. All should be good, but I am here to help if they have more questions. Thank you!

Maureen Sexton
Hanson Insurance Group
2211 NW Professional Drive, Suite 202
Corvallis, OR 97330
541-207-1357 877-418-0298 Fax: 541-758-2718

DISCLOSURE NOTICE: Our review of documents and issuance of certificates does not guarantee coverage in the event of a claim. Please review your insurance policy and contracts with your attorney.

CONFIDENTIALITY NOTICE: The information contained in this e-mail message is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Nothing in this e-mail should be construed as an electronic signature or an act constituting a binding contract. If you have received this communication in error, please immediately notify us at 541-207-1357. Thank you.

From: Steve Knewitz [<mailto:steve.knewitz@jamesfrank.net>]
Sent: Wednesday, July 25, 2012 2:10 PM
To: Maureen Sexton
Subject: Re: Yaquina Bay State Park

Maureen

The way I read the requirements:

- 1 - you have to change the limits to \$1.2M as I previously indicated
- 2 - you have to list the State of Oregon as Additionally insured

Is there some reason we can't do these things?

Stephen Knewitz
Project Manager
Frank Construction Company
8028 NE Glisan Ave.
Portland OR 97213
p. 503.408.8850
c. 503.319.0247
f. 503.408.8855
e. steve.knewitz@jamesfrank.net

Please note:

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting it from your computer. Thank you, Frank Construction Company.

On Jul 25, 2012, at 1:40 PM, Maureen Sexton wrote:

Attached is a revised certificate – I knew I shouldn't have attempted that one so late in the day! Actually, on the info you sent I don't see that the State of Oregon was to be named. I included some wording for them in the Description of Operations section but it may not be exactly what is wanted – so perhaps the certificate will get kicked back again. As for the request for \$1,200,000 limits to be shown, you have more than that because of the \$5,000,000 excess liability coverage, which is shown on the certificate.

I'll wait to hear back if there are any further discrepancies. Thank you!

Maureen Sexton
Hanson Insurance Group
2211 NW Professional Drive, Suite 202
Corvallis, OR 97330
541-207-1357 877-418-0298 Fax: 541-758-2718

DISCLOSURE NOTICE: Our review of documents and issuance of certificates does not guarantee coverage in the event of a claim. Please review your insurance policy and contracts with your attorney.

CONFIDENTIALITY NOTICE: The information contained in this e-mail message is confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Nothing in this e-mail should be construed as an electronic signature or an act constituting a binding contract. If you have received this communication in error, please immediately notify us at 541-207-1357. Thank you.

From: scannerbh@gmail.com [<mailto:scannerbh@gmail.com>]

Sent: Wednesday, July 25, 2012 2:33 PM

To: msexton@hansoninsurancegroup.com

Subject: Message from KMBT_C353

<SKMBT_C35312072513320.pdf>