

**CITY OF NEWPORT**  
**GOODS AND SERVICES CONTRACT**  
**ANGLE STREET LIGHTING**

BASED UPON the quotes submitted in response to a request for quotes for ANGLE STREET LIGHTING, as issued and administered by City of Newport (City), City and RUNIONS CONSTRUCTION LLC (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Contractors Quote, Plans and Specifications
- (3) Exhibit C – Oregon Public Contracting Requirements for Goods and Service Contracts

1. Term. The term of this Contract shall extend from its execution to project completion, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.

2. Scope of Work. Contractor shall provide all materials, labor, equipment, and all other services and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed within 60 days of the date given in the Notice to Proceed.

3. Compensation.

3.1 Basis of Payment. Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of **\$28,698.71**.

3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.

a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full performance and acceptance by City.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late

fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.
5. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. **Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
  - 8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.
  - 8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
  - 8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
  - 8.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
  - 8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.
9. **Standard of Care.** Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.
10. **Reports.** The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per month, outlining the Project progress, issues of concern and budget status.
11. **Change Orders.** Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.

12. **Confidentiality.** Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
13. **Security and Substance Check.** Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
14. **Access to Records.** For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
15. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Newport  
 169 SW Coast Highway  
 Newport, OR 97365  
 Phone: (541) 574-3366  
 Fax: (541) 265-3301

CONTRACTOR:

Runions Construction LLC  
 521 NE Newport Heights Dr.  
 Newport OR 97365  
 Phone:541-270-6064

16. **Warranty.** Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.
17. **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:

**17.1. 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:

| <b>Coverage</b>                         | <b>Limit</b> |
|-----------------------------------------|--------------|
| General Aggregate                       | \$2,000,000  |
| Products-Completed Operations Aggregate | \$1,300,000  |
| Personal & Advertising Injury           | \$1,300,000  |
| Errors & Omissions                      | \$1,300,000  |
| Each Occurrence                         | \$1,300,000  |
| Fire Damage (Any one fire)              | \$50,000     |
| Medical Expense (Any one person)        | \$5,000      |

**17.2. 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 \$1,200,000.

**17.3. 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.

**17.4. 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.

**17.5. 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

**17.6. 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.

**17.8. 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.

**17.9. 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.

18. **Indemnity.** To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.
19. **Force Majeure.** This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as

defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.

20. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lincoln County Circuit Court, Lincoln County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.

25. **Arbitration.** If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
26. **Attorney Fees.** If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
27. **Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
28. **Entire Agreement.** This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.



29. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CITY OF NEWPORT

By: 

Title: City Manager

Date: 08-21-19

CONTRACTOR:

Runions Construction LLC

By: 

Title: owner / Thomas P. Runions

Date: Aug 21, 2019



**REQUEST FOR QUOTE  
ANGLE STREET LIGHTING PROJECT**

As part of the *ANGLE STREET LIGHTING PROJECT* the City of Newport is requesting quotes for installation of conduit and pole bases at 169 SW Coast Street South parking area on SE Angle st. Project consists of the following: 400 Linear Feet of 1.5-INCH conduit with pull string and trench backfill, 3 light base installations, 9.2 TONS ACP trench patch, 10 LF curb replacement, 75 SF of 4" concrete sidewalk and landscape restoration. Light Poles shall be installed by PUD. Light bases and hand hole concrete boxes will be provided by City. See attached plans, specifications, and contract documents for project reference material.

Address quotes to the City of Newport, Attn: Chris Janigo, Project Manager, 169 SW Coast Highway, Newport, Oregon, 97365 or by email at [c.janigo@newportoregon.gov](mailto:c.janigo@newportoregon.gov).

**PROJECT COMPLETION DEADLINE: 31 OCT 2019**

This is a BOLI wage project.

Restore disturbed areas to pre-construction condition on contract completion.

Mobilization and traffic control incidental to project costs. Provide traffic control plan for City approval prior to beginning work.

Bid shall include all work and materials not supplied by City.

I. **BID AMOUNT:** \$ 28,648.<sup>71</sup>

Contractor: Runions Construction LLC

Signed by: Thomas P. Runions

Name: THOMAS P. RUNIONS

Title: Member

29. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

CONTRACTOR:

CITY OF NEWPORT

\_\_\_\_\_

By: \_\_\_\_\_

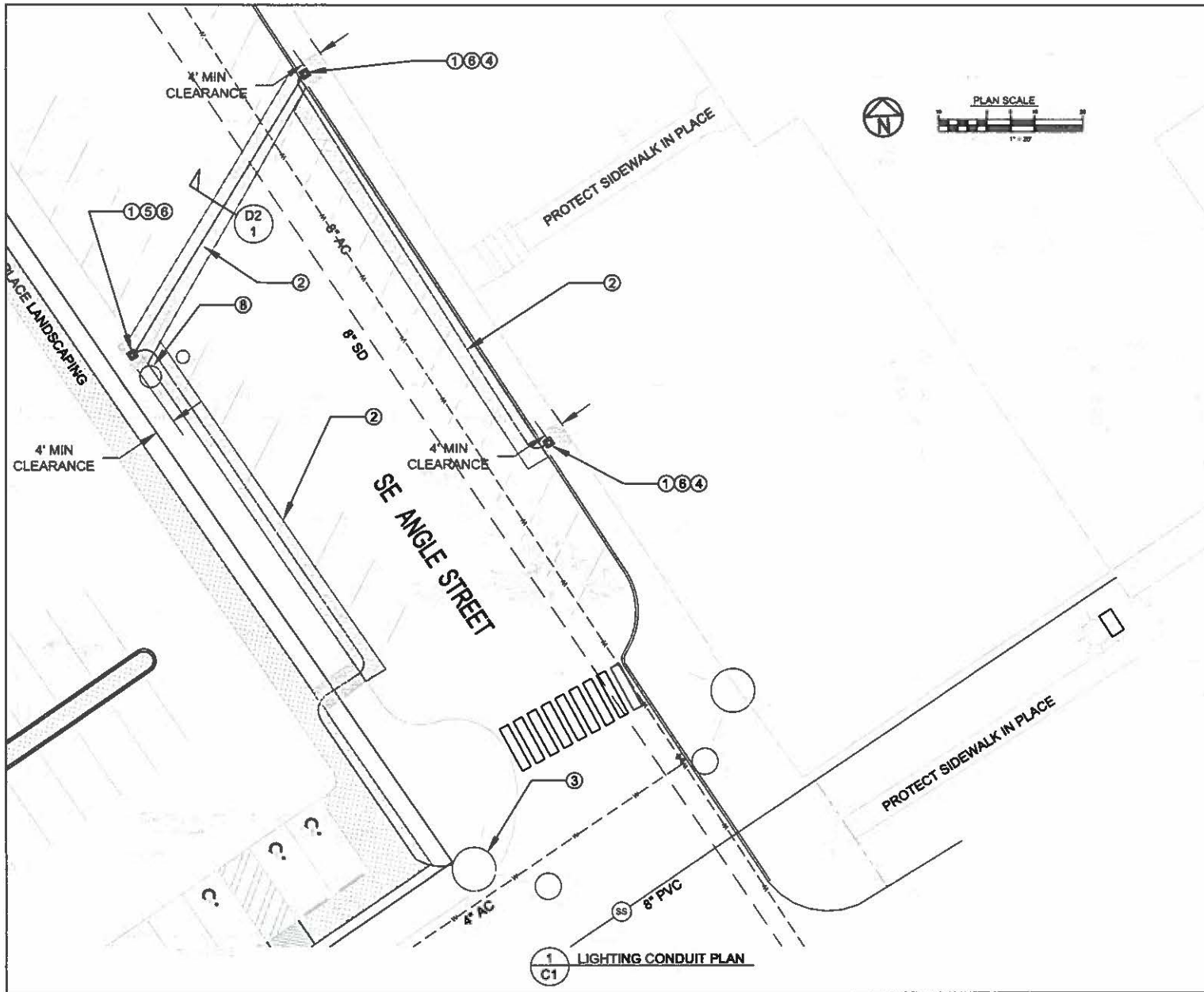
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**CONSTRUCTION NOTES**

- ① INSTALL NEW ACORN STREET LIGHT BASE. CAST BASE IN CONCRETE MATCH EXISTING SIDEWALK ELEVATION. SEE DETAIL D1-2
- ② INSTALL NEW STREET LIGHT CONDUIT WITH PULL STRING. SEE TRENCH SECTION D2-1 OR D3-1
- ③ INSTALL VERTICAL SWEEP AT POLE BASE. EXISTING COBRA LIGHT REMAINS.
- ④ PROTECT CURB IN PLACE
- ⑤ REMOVE AND REPLACE TYPE "C" CURB
- ⑥ REMOVE AND REPLACE EXISTING SIDEWALK TILE AROUND PROPOSED STRUCTURE, SEE DETAIL D2-2
- ⑦ INSTALL HAND HOLE BOX. SEE DETAIL D1-1
- ⑧ TO BE REMOVED BY OTHERS



**ANGLE STREET LIGHTING**

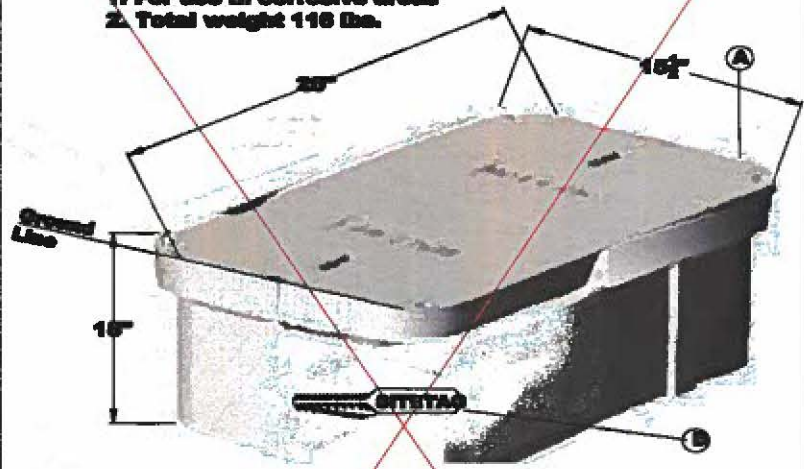
CITY OF NEWPORT  
NEWPORT, OREGON

|                |               |              |            |             |                     |                  |           |
|----------------|---------------|--------------|------------|-------------|---------------------|------------------|-----------|
| DATE: 04/09/19 | DESIGNER: CMU | DRAWING: CMU | CHECKED: I | SCALE: NONE | PROJECT #: 2018-008 | REVISION BY: N/A | DATE: N/A |
|                |               |              |            |             |                     |                  |           |

**LIGHTING PLAN**

**C1**

- Notes**  
 1. For use in corrosive areas  
 2. Total weight 116 lbs.



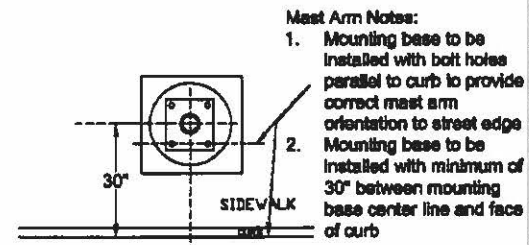
|   |        |                              |                             |   |
|---|--------|------------------------------|-----------------------------|---|
| A | 101220 | HAND HOLE 18in X 23in X 16in | CONCRETE POLYMER WITH COVER | 1 |
| B | 512125 | FLAGGING TAG                 | PLASTIC SELF-CLOSING W/     | 1 |

NO  
INSTALLATION  
REQUIRED

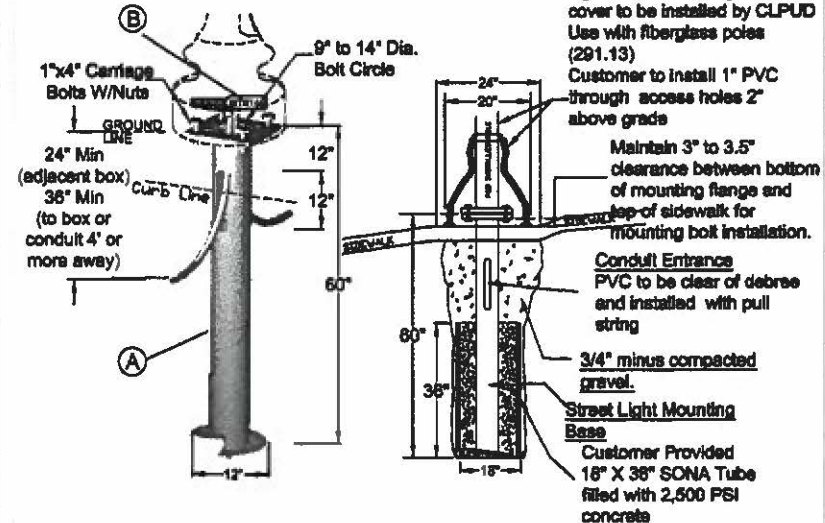
|                                    |                                                       |
|------------------------------------|-------------------------------------------------------|
| Approved By: MLW                   | HANDHOLE CONCRETE 18in X 23in X 16in OPENING W/ COVER |
| Effective Date: 1/18/1996          |                                                       |
| Revision #1.0 - 2003 - NEW DRAWING | 202.38                                                |
| 12/28/2018                         | Page 1 of 2                                           |

1 HANDHOLE BOX DETAIL  
CITY PROVIDED

Customer to provide 24" X 24" level pad on all sloping sidewalks to provide for correct mounting of CLPUD installed pole and sliding streetlight handhole cover



- Mount Arm Notes:**
1. Mounting base to be installed with bolt holes parallel to curb to provide correct mast arm orientation to street edge
  2. Mounting base to be installed with minimum of 30° between mounting base center line and face of curb



- Light pole and sliding handhole cover to be installed by CLPUD Use with fiberglass poles (291.13)  
 Customer to install 1" PVC through access holes 2" above grade  
 Maintain 3" to 3.5" clearance between bottom of mounting flange and top of sidewalk for mounting bolt installation.  
 Conduit Entrance PVC to be clear of debris and installed with pull string  
 3/4" minus compacted gravel.  
 Street Light Mounting Base  
 Customer Provided 16" X 38" SONA Tube filled with 2,500 PSI concrete

| ITEM | STOCK | Description                           | QTY |
|------|-------|---------------------------------------|-----|
| A    | 11746 | CBL LBLS UG "FLAG TAG"-SPECIFY COLOR  | 1   |
| B    | 12352 | BASE SCREW ANCR ST LT 14" FBRGLS POLE | 1   |

BASE FIBERGLASS FOOTING ORNAMENTAL STREETLIGHT 290.82

|                                                                                 |  |                                  |            |                  |               |            |            |                                 |
|---------------------------------------------------------------------------------|--|----------------------------------|------------|------------------|---------------|------------|------------|---------------------------------|
| CENTRAL LINCOLN<br>A COMMUNITY - OWNED ELECTRIC UTILITY<br>ENGINEERING ASSEMBLY |  | BASE FBRGLS ORNAMNTL STREETLIGHT | DATE: 1/18 | DESIGNED BY: TJM | APPROV. BY: 0 | REV. NO: 0 | DATE: 1/18 | REV. DESCR: REVISON DESCRIPTION |
|---------------------------------------------------------------------------------|--|----------------------------------|------------|------------------|---------------|------------|------------|---------------------------------|

2 LIGHT BASE DETAIL  
CITY PROVIDED



ANGLE STREET LIGHTING

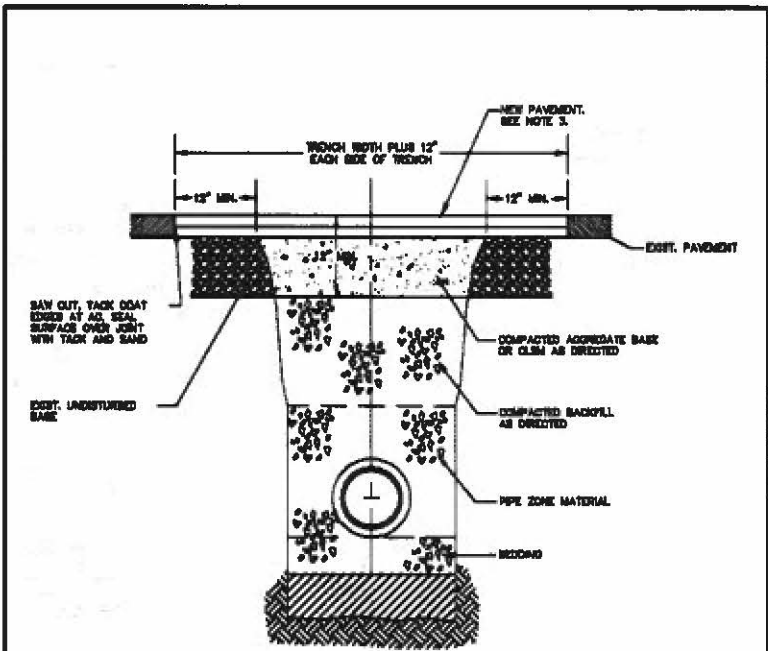
CITY OF NEWPORT  
NEWPORT, OREGON

DATE: 1/18  
 DESIGNER: CU  
 DRAWING: CU  
 CHECKED: I  
 SCALE: HORIZ 1/4" = 1'-0"  
 VERT 1/4" = 1'-0"  
 PROJECT #: 2018-008  
 REVISED BY: TJA  
 AS BUILT BY: TJA

STANDARD DETAILS

D1

NO. 2 OF 3



- NOTES:**
1. ALL EXISTING AS OR PCC PAVEMENT SHALL BE BAREOUT IMMEDIATELY PRIOR TO REPAVING.
  2. CONCRETE PAVEMENT SHALL BE REPLACED WITH CONCRETE TO A MINIMUM THICKNESS OF 8 INCHES OR TO THE THICKNESS OF REMOVED PAVEMENT, WHICHEVER IS GREATER.
  3. PLACE AC MIX TO A MINIMUM THICKNESS OF 4 INCHES OR THE THICKNESS OF REMOVED PAVEMENT, WHICHEVER IS GREATER. COMPACT AS DIRECTED. AC PAVEMENT SHALL BE PLACED IN MAXIMUM OF TWO 2" LIFTS.
  4. COMPLY WITH THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION OVER THE ROAD IN WHICH THE STREET CUT OCCURS.

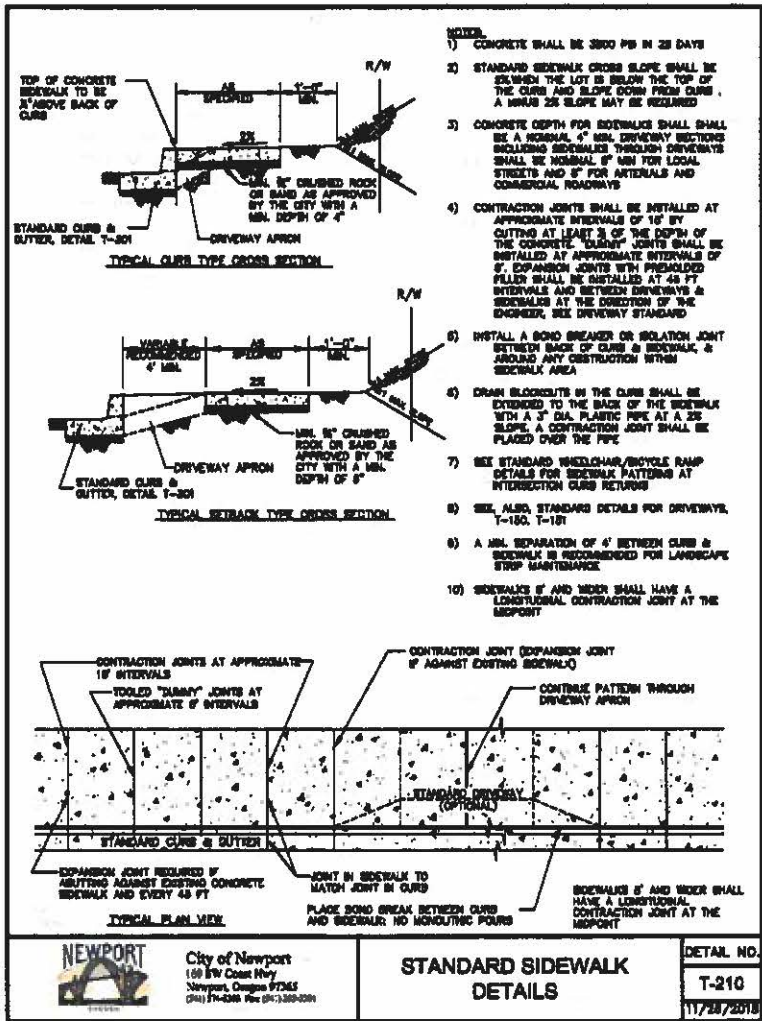


City of Newport  
150 SW Coast Hwy  
Newport, Oregon 97365  
(503) 536-3261 Fax: (503) 268-3300

**STREET CUT  
STANDARD DETAIL**

DETAIL NO.  
**D-105**  
-7-2013

1 STANDARD TRENCH DETAIL  
D2



- NOTES:**
- 1) CONCRETE SHALL BE 3000 PSI IN 28 DAYS
  - 2) STANDARD SIDEWALK CROSS SLOPE SHALL BE EXHIBIT 20 WHEN THE LOT IS BELOW THE TOP OF THE CURB AND SLOPE DOWN FROM CURB. A MINUS 2% SLOPE MAY BE REQUIRED.
  - 3) CONCRETE DEPTH FOR SIDEWALK SHALL BE A MINIMUM 4" MIN. DRIVEWAY SECTIONS INCLUDING SIDEWALK THROUGH DRIVEWAYS SHALL BE MINIMUM 8" MIN FOR LOCAL STREETS AND 6" FOR ARTERIALS AND COMMERCIAL ROADWAYS.
  - 4) CONTRACTION JOINTS SHALL BE INSTALLED AT APPROXIMATE INTERVALS OF 10' BY CUTTING AT LEAST 3/4 OF THE DEPTH OF THE CONCRETE. "DUMMY" JOINTS SHALL BE INSTALLED AT APPROXIMATE INTERVALS OF 5'. EXPANSION JOINTS WITH PREMOULDED FILLER SHALL BE INSTALLED AT 48 FT INTERVALS AND BETWEEN DRIVEWAYS & SIDEWALKS AT THE DIRECTION OF THE ENGINEER. SEE DRIVEWAY STANDARD.
  - 5) INSTALL A BOND BREAKER OR ISOLATION JOINT BETWEEN BACK OF CURB & SIDEWALK, & AROUND ANY CONSTRUCTION WITHIN SIDEWALK AREA.
  - 6) DRAIN BLOCKOUTS ON THE CURB SHALL BE EXTENDED TO THE BACK OF THE SIDEWALK WITH A 3" DIA. PLASTIC PIPE AT A 2% SLOPE. A CONTRACTION JOINT SHALL BE PLACED OVER THE PIPE.
  - 7) SEE STANDARD WHEELCHAIR/BICYCLE RAMP DETAILS FOR SIDEWALK PATTERNS AT INTERSECTION CURB RETURNS.
  - 8) SEE ALSO STANDARD DETAILS FOR DRIVEWAYS, T-100, T-101.
  - 9) A MIN. SEPARATION OF 4" BETWEEN CURB & SIDEWALK IS RECOMMENDED FOR LANDSCAPE STRIP MAINTENANCE.
  - 10) SIDEWALKS 6" AND WIDER SHALL HAVE A LONGITUDINAL CONTRACTION JOINT AT THE SEPORT.



City of Newport  
150 SW Coast Hwy  
Newport, Oregon 97365  
(503) 536-3261 Fax: (503) 268-3300

**STANDARD SIDEWALK  
DETAILS**

DETAIL NO.  
**T-210**  
11/28/2010

2 STANDARD SIDEWALK DETAIL  
D2



ANGLE STREET LIGHTING

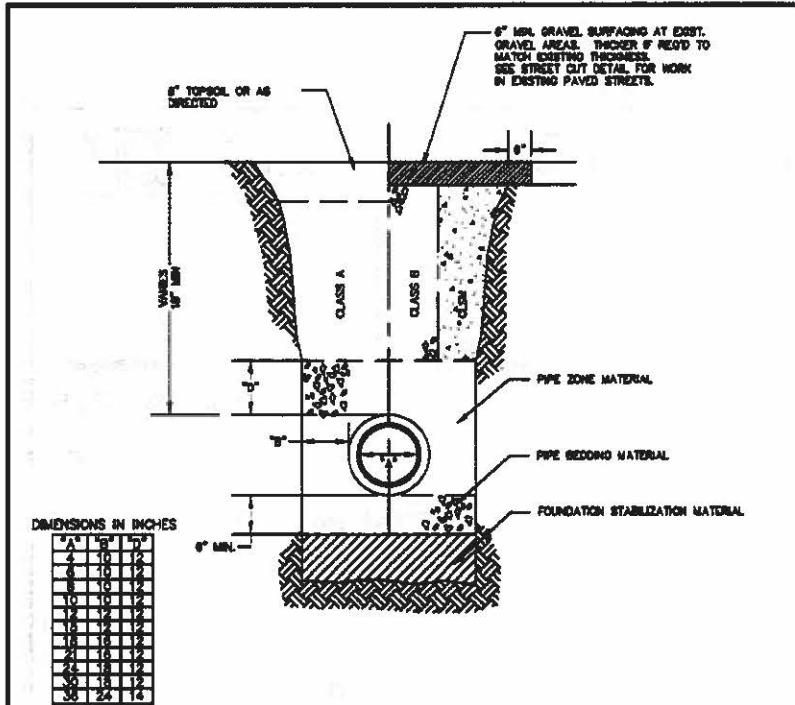
CITY OF NEWPORT  
NEWPORT, OREGON

DATE: 8/20/10  
DESIGNER: CMU  
DRAWING: CMU  
CHECKED: -  
SCALE: HORIZ: 1/8"  
PROJECT #: 2010-008  
REVISED BY: N/A  
AS BUILT BY: N/A

STANDARD DETAILS

D2

NO. 3 OF 4



DIMENSIONS IN INCHES

|        |        |       |
|--------|--------|-------|
| 1/4    | 3/8    | 1/2   |
| 3/4    | 1      | 1 1/4 |
| 1 1/4  | 1 3/4  | 2     |
| 2 1/4  | 2 3/4  | 3     |
| 3 1/4  | 3 3/4  | 4     |
| 4 1/4  | 4 3/4  | 5     |
| 5 1/4  | 5 3/4  | 6     |
| 6 1/4  | 6 3/4  | 7     |
| 7 1/4  | 7 3/4  | 8     |
| 8 1/4  | 8 3/4  | 9     |
| 9 1/4  | 9 3/4  | 10    |
| 10 1/4 | 10 3/4 | 11    |
| 11 1/4 | 11 3/4 | 12    |
| 12 1/4 | 12 3/4 | 13    |
| 13 1/4 | 13 3/4 | 14    |
| 14 1/4 | 14 3/4 | 15    |
| 15 1/4 | 15 3/4 | 16    |
| 16 1/4 | 16 3/4 | 17    |
| 17 1/4 | 17 3/4 | 18    |
| 18 1/4 | 18 3/4 | 19    |
| 19 1/4 | 19 3/4 | 20    |
| 20 1/4 | 20 3/4 | 21    |
| 21 1/4 | 21 3/4 | 22    |
| 22 1/4 | 22 3/4 | 23    |
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- NOTES
- TRENCH EXCAVATION SHALL BE CONDUCTED IN A SAFE MANNER WITH ALL NECESSARY BRACING AND SHORING PROVIDED FOR COMPLIANCE WITH OSHA.
  - FOUNDATION STABILIZATION SHALL BE PROVIDED WHEN MATERIAL AT BOTTOM OF TRENCH IS UNSUITABLE IN THE OPINION OF THE CITY TO PROVIDE A STABLE TRENCH BASE.
  - CONSTRUCTION IN PUBLIC RIGHT-OF-WAY SHALL COMPLY WITH CITY STANDARDS.
  - CLASS B BACKFILL REQUIRED IN ALL ROADWAYS AND TRAFFIC PATHS EXCEPT WHERE CURB BACKFILL IS REQUIRED BY COUNTY, GOVT. COUNTY OR CITY.
  - MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY STORM DRAINAGE DESIGN STANDARDS MANUAL.
  - ALL FILL SHALL BE COMPACTED AS SPECIFIED.

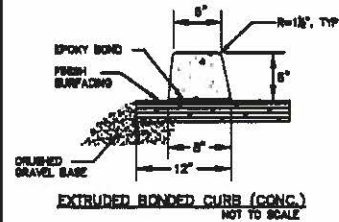
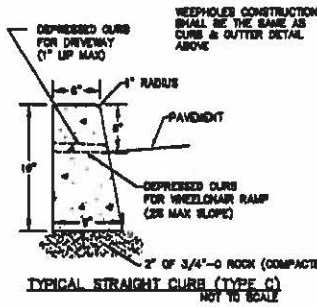
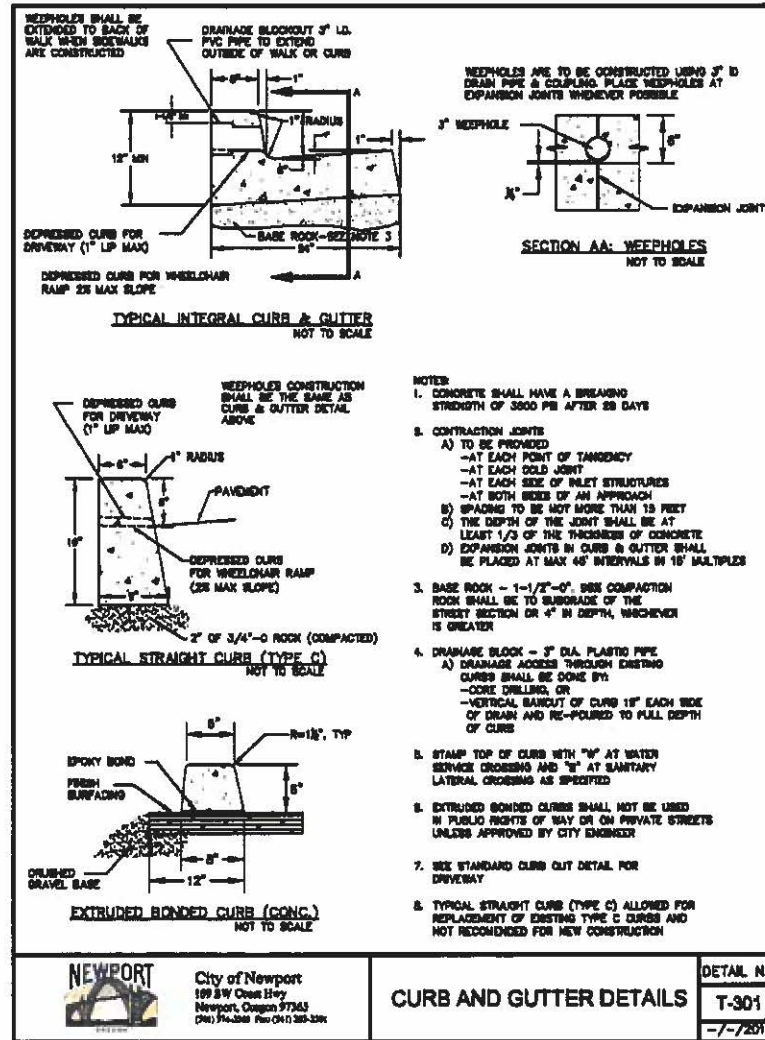


City of Newport  
189 SW Coast Hwy  
Newport, Oregon 97365  
(503) 734-2348 Fax (503) 367-3261

**TYPICAL TRENCH DETAIL  
STORM DRAINAGE SYSTEM**

DETAIL NO.  
**D-100**  
-7-7/2013

1 STANDARD TRENCH DETAIL  
D3



- NOTES
- CONCRETE SHALL HAVE A BREAKING STRENGTH OF 3000 PSI AFTER 28 DAYS.
  - CONTRACTION JOINTS
    - AT EACH POINT OF TANGENCY
    - AT EACH SIDE OF INLET STRUCTURES
    - AT BOTH SIDES OF AN APPROACH
  - SPACING TO BE NOT MORE THAN 15 FEET
  - THE DEPTH OF THE JOINT SHALL BE AT LEAST 1/3 OF THE THICKNESS OF CONCRETE
  - EXPANSION JOINTS IN CURBS & GUTTER SHALL BE PLACED AT MAX 40' INTERVALS IN 10' MULTIPLES
  - BASE ROCK - 1-1/2" - 0" SIZE COMPACTION ROCK SHALL BE TO SUBGRADE OF THE STREET SECTION OR 4" IN DEPTH, WHICHEVER IS GREATER
  - DRAINAGE BLOCK - 3" DIA. PLASTIC PIPE
    - DRAINAGE ACCESS THROUGH EXISTING CURBS SHALL BE DONE BY:
      - CORE DRILLING, OR
      - VERTICAL BANDS OF CURB 1" EACH SIDE OF DRAIN AND RE-POLURED TO FULL DEPTH OF CURB
  - STAMP TOP OF CURB WITH "N" AT WATER SERVICE CROSSING AND "S" AT SANITARY LATERAL CROSSING AS SPECIFIED
  - EXTRUDED BONDED CURBS SHALL NOT BE USED IN PUBLIC RIGHTS OF WAY OR ON PRIVATE STREETS UNLESS APPROVED BY CITY ENGINEER
  - SEE STANDARD CURB OUT DETAIL FOR DRIVEWAY
  - TYPICAL STRAIGHT CURB (TYPE C) ALLOWED FOR REPLACEMENT OF EXISTING TYPE C CURBS AND NOT RECOMMENDED FOR NEW CONSTRUCTION



City of Newport  
189 SW Coast Hwy  
Newport, Oregon 97365  
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**CURB AND GUTTER DETAILS**

DETAIL NO.  
**T-301**  
-7-7/2013

2 STANDARD CURB DETAIL  
D3



ANGLE STREET LIGHTING

CITY OF NEWPORT  
NEWPORT, OREGON

DATE: 8/20/13  
DESIGNER: CMU  
DRAWING: CMU  
CHECKED: CMU

SCALE: HORIZ: 1"=10'  
PROJECT #: 2013-008  
REVISED BY: N/A  
AS BUILT BY: N/A

DATE: N/A  
DATE: N/A  
DATE: N/A

STANDARD DETAILS

D3  
NO. 4 OF 4



*Central Lincoln People's Utility District*  
**GENERAL CONSTRUCTION SPECIFICATIONS**  
**UNDERGROUND DUCT & STRUCTURE INSTALLATION**

**1. PROJECT SCOPE:**

See attached project drawing for specific bid requirements, project scope and location.

**2. GENERAL REQUIREMENTS:**

The following specifications, and any attached construction drawings, describe the construction and engineering methods to be used in trenching, directional boring, installing conduit, fiberglass substructures, backfilling and restoring of roadways.

a. **Duct Requirements:** CLPUD will provide all schedule 40 PVC duct, and PVC ells required for this project. All conduit or conduit ells extending above grade shall be CLPUD provided schedule 80.

b. **Duct Placement:** All primary 15kv system duct shall be installed at a minimum depth of 48" as noted on the attached construction drawings. All secondary 120/240 system duct shall be installed at a minimum depth of 36".

c. **Pull String:** A kevlar pull string, supplied by CLPUD, must be placed in each conduit for future use in conductor pulling operations. Pull strings must be kept from being glued to the conduit, or from being caught in a joint. Each string must be free-moving from each vault or terminal location, and must be secured at each end to prevent accidental loss in the conduit.

d. **Conduit Tagging:** All conduit ends, at each structure, shall be plugged and tagged with "To" and "From" locations.

e. **Caution Tape:** During plowing installations underground caution tape is to be plowed in during duct installation directly above the conduit. During open trenching installations, underground caution tape shall be installed 12 inches below finished grade directly over the conduit. CLPUD will provide the caution tape. Directional boring installation does not require caution tape.

f. **Acceptance:** All construction work must be completed in a thorough and workmanlike manner, in accordance with the specifications and construction drawings, and will be subject to the acceptance of the CLPUD Engineer in charge of the project.

g. **Deviations:** Deviations from the specifications and construction drawings will only be allowed if they are approved, in writing, by the CLPUD Engineer.

**3. INSPECTION:**

It will be necessary to have the trench inspected by CLPUD before backfilling begins. Twenty-four hour notification is required for the District to arrange for an inspector.

**4. STAKING OF LINE:**

The CLPUD Engineer shall determine the location for the conduit, fiberglass

switchstands and substructures and have the stakes placed accordingly. Locations will be as shown on attached construction drawings.

#### **5. LOCATES:**

a. **Responsibility:** The Contractor is responsible for verifying location and existence of all underground utilities.

b. **Marking:** The Contractor is responsible for marking the construction locations with white paint prior to calling for locates. (*Omission or inclusion of located utility items on drawings does not constitute non-existence or definite location.*) Contractor shall protect existing utilities from damage due to any construction activity.

c. **Damage:** Any damage to facilities shall be repaired at the Contractor's expense to the satisfaction of the operating utility involved. The "One Call" system phone number is 1-800-332-2344. The Contractor is responsible for contacting other utilities not included in the One Call system.

d. **Maintenance:** Once a utility has located for the Contractor, it is the Contractor's responsibility to maintain those locates.

#### **6. PERMIT REQUIREMENTS:**

CLPUD will provide the necessary permits for construction in the Right-of-way. Contractor is responsible for meeting the requirements of any permitting agency involved in this project

#### **7. RECEIPT OF MATERIAL:**

a. **Pick Up:** The Contractor will pick up all material from CLPUD's South Beach Warehouse (3807 Ash Street • South Beach, OR 97366 • 541-574-2082) between the hours of 9am - 11:30am and 1pm-4pm.

b. **Loss:** The Contractor is responsible for all loss or damage to material in transit and at the work location.

c. **Unused Material:** Unused material will be returned to South Beach warehouse and checked in by the storekeeper.

#### **8. TRAFFIC CONTROL:**

The work area shall be protected in accordance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways", as stated in Permit Administrative Rule No. 46 of the Oregon Transportation Commission. Contractor shall furnish necessary signs, personnel, and devices to control traffic to the satisfaction of permitting agency.

#### **9. CLEARING REQUIREMENTS:**

The Contractor must clear, in the street right-of-way or easement, only such brush and trees as are absolutely necessary to allow for trenching, back-filling and re-paving. No brush or trees may be cleared or removed outside the street right-of-way or easement. All brush and trees shall be removed from the construction site and disposed of by the Contractor.

**10. DIRECTIONAL BORING REQUIREMENTS:**

**a. Duct Description:** Duct shall be either HDPE continuous duct or schedule 40 PVC at the discretion of CLPUD.

**b. Duct Placement:** Directional boring must be located as shown on the construction drawing to a minimum conduit cover of **four feet** for the 15kv primary duct system and **three feet** for the 120/240v secondary duct system.

**c. Excessive Depth notification:** Contractor shall note on CLPUD drawings any depth of conduit or bore exceeding 5 feet.

**d. Conduit ells:** All conduit or conduit ells extending above grade shall be schedule 80.

**e. Responsibility for damage:** The Contractor will be required to repair any humped or damaged pavement caused by boring. Any such repair will be done at the Contractors expense, including bore pit repair or stabilization.

**11. OPEN TRENCH & CONDUIT PLACEMENT REQUIREMENTS:**

**a. Trench and Duct Placement Requirements:** All trenches must be dug only to the width necessary to perform the required work. Trenching must be located as shown on the construction drawing to a minimum conduit cover of **four feet** for the 15kv primary duct system and **three feet** for the 120/240v secondary duct system, with a maximum trench depth of **six feet**. All joints shall be clean and glued to prevent separation and minimize water in the conduit system. Conduits shall be laid in straight lines, as much as possible, with a minimum of joints. All conduits shall be kept clean from foreign materials, and all conduit ends must be capped with CLPUD provided end caps. Duct tape is **NOT** to be used for capping ends of conduit runs. The contractor must run a mandrill through each conduit run to prove conduits are free and clear of all obstructions. A minimum of **12"** radial clearance must be maintained between CLPUD facilities and foreign owned facilities

**b. Conduit Bedding:** Conduit shall be bedded in and covered with a minimum of 12" of sand or CLPUD approved clean backfill.

**c. Native Material:** Native material may not be used under or adjacent to roadways or pedestrian paths. Native material may be used in landscaped areas away from roadways and pedestrian paths. Native material must be free of organic matter and at a moisture content suitable for compaction. Native material must be placed in approximately equal lifts of twelve inches maximum. Each lift must be compacted, with mechanical equipment approved for that purpose, until visual displacement stops. Removal and disposal of the remaining native material is the responsibility of the Contractor.

**d. Aggregate:** Aggregate must consist of "one and a half inch minus" material, from an approved source. Moisture content must be at approximately optimum (15%) prior to compaction. Each lift must be compacted, with mechanical equipment approved for that purpose, until visual displacement stops. A minimum of 6 inches of compacted aggregate is required at the top of the trench line. A minimum of 2 inches compacted aggregate will be required on each side of the trench line for a minimum distance of 6 inches.

**e. Compaction:** 95% Compaction is required under roadways, driveways and

sidewalks. 90% compaction is required in all other locations within the street or road right-of-way. The "Pogo" compaction method in 12" trenches might be required to meet the 95% compaction requirement.

**f. Flowable Fill:** Flowable fill may be used as backfill material to meet compaction requirements. Any flowable fill material must be approved by CLPUD.

**g. Roadway Restoration:** If the trench will be cut adjacent to or through an existing aggregate-surfaced or paved-surface roadway, all aggregate contaminated (with dirt, sand, etc.) by trenching operations and paving must be removed from the traveled way, disposed of off-site by the Contractor, and the road surface restored to original condition with similar aggregate or paving material.

**h. Shoring:** The Contractor will be responsible to provide, install and remove excavation shoring when required.

**i. Open Trenches:** All trenches may remain open only as long as necessary to perform the work. Any open trenches must be guarded to protect the public from injury. **No trench shall be left unattended unless protected by a steel plate or other CLPUD approved method of cover.**

**j. Conduit placement:** Conduits must be placed on a bed of sand or CLPUD approved clean compacted backfill material.

## **12. ASPHALT CUTTING AND REPAIR:**

Asphalt cutting and repair shall be as shown on the attached CLPUD "T" cut specification.

**a. Workmanship:** The trench edges in paved areas shall be cut to neat lines by methods satisfactory to CLPUD Engineering to a depth sufficient to permit removal of pavement without damage to pavement to be left in place.

**b. Backfill Material:** Backfill material shall be 1½" minus, moist crushed aggregate compacted to 95% density, placed in 12" lifts to a total depth of 24".

**c. Saw Cutting:** Trench edges shall be sawcut to a minimum width of one foot from the edge of the trench, following the completion of the backfill and prior to the final patch work.

**d. Paving Preparation and Seal Coating:** Asphalt tack coat shall be placed prior to the final lift of asphalt, and seal coat shall be applied to the entire repair area plus 24" on each side.

**e. Asphalt Thickness:** Asphalt wearing surface shall be placed to a minimum compacted thickness of 4" or the thickness of the removed pavement, whichever is greater. 2" max lift thickness.

**f. Cold Mix:** Cold mix may be used for temporary or emergency patches but must be removed and replaced with a hot asphalt repair as soon as possible.

**g. Contractor Liability:** Contractor shall be responsible for the condition of the pavement patch for a period of one year following the patching and shall repair any patches which become settled, cracked, broken or otherwise faulty.

## **13. CULVERT CROSSINGS:**

Culverts are identified on the construction drawings by symbol or number. CLPUD engineers have attempted to locate all culverts, however, there may be more culverts than are indicated on the construction drawing. The contractor is responsible for spotting all culverts ahead of the plow. Culverts larger than 36" will require coordination with the appropriate highway or road department. For culverts less than 36" in diameter the preferred method is to loop around the end of the culverts, at a minimum depth of three feet under bottom of culvert.

**14. CABLE ROUTE MARKERS, CLPUD SPEC. MARKUG**

Cable route markers shall be placed every 300 feet and at both sides of each road crossing and at each culvert crossing. They shall be placed off the roadway behind the ditch. The markers shall be buried to the depth mark indicator on the marker.

**15. ONE PHASE SWITCH STAND INSTALLATION, CLPUD SPEC. 204.10:**

- a. **Dimensions:** A minimum excavation of 40" x 48" x 29" deep will be required at each new fiberglass switch stand location.
- b. **Grounding:** All switch stands shall be installed with one 5/8" x 8'-0" ground rod inside the switch stand as shown on CLPUD specification 204.10. The ground rod is to be installed with the top of the ground rod extending 4"-6" above the inside finished grade. The "ground line" marked on the substructure is to be at final grade.
- c. **Backfill:** Backfill around all switch stands shall consist of good compactable material such as pea gravel or sand. Clean native material may be used with PUD Engineer approval. In no case shall the material be saturated soil, or contain large rocks or chunks greater than 2" diameter.
- d. **Compaction:** Backfill around all switch stands shall be placed and compacted in a manner that will not cause deformation of the substructure.

**16. THREE PHASE SWITCH STAND INSTALLATION, CLPUD SPEC. 204.34:**

- a. **Dimensions:** A minimum excavation of 44" x 84" x 29" deep will be required at each new fiberglass switch stand location.
- b. **Grounding:** All switch stands shall be installed with one 5/8" x 8'-0" ground rod inside the switch stand as shown on CLPUD specification 204.34. The ground rod is to be installed with the top of the ground rod extending 4"-6" above the inside finished grade. The "ground line" marked on the substructure is to be at final grade.
- c. **Backfill:** Backfill around all switch stands shall consist of good compactable material such as pea gravel or sand. Clean native material may be used with PUD Engineer approval. In no case shall the material be saturated soil, or contain large rocks or chunks greater than 2" diameter.
- d. **Compaction:** Backfill around all switch stands shall be placed and compacted in a manner that will not cause deformation of the substructure.

**17. TRANSFORMER GROUND SLEEVE INSTALLATION, CLPUD SPEC. 200.16:**

- a. **Dimensions:** A minimum 80" x 84" x 18" deep excavation will be required at

each new fiberglass ground sleeve location. The top of the ground sleeve must be 2"-4" above final grade.

b. **Grounding:** All ground sleeves will be installed with a counterpoise ground assembly consisting of two 5/8" x 8'-0" ground rods and a 50' ground loop of #2-7 strand copper around the inside perimeter of the excavation and terminating inside the ground sleeve as shown on CLPUD specification 200.16. The ground rod inside the ground sleeve is to be installed with the top of the ground rod extending 4"-6" above the inside finished grade.

c. **Ells:** Conduit ells (if required) shall sweep up to a full vertical position to assure that the pull rope, when pulled vertically out of the conduit ell, will clear all sides and flanges of the ground sleeve. The top of the conduit ells shall not extend more than 2" above the dirt floor of the ground sleeve.

d. **Backfill:** Backfill around all ground sleeves should consist of good compactable material such as pea gravel or sand. Clean native material may be used with CLPUD Engineer approval. In no case shall the material be saturated soil, or contain large rocks or chunks.

e. **Compaction:** Backfill around all ground sleeves shall be placed and compacted in a manner that will not cause deformation of the substructure.

**18. SECONDARY HANDHOLE, CLPUD SPEC. 202.28:**

a. **Dimensions:** A 14" x 28" x 16" deep excavation will be required at new secondary handhole locations.

b. **Ells:** Conduit ells shall sweep up to a full vertical position to assure that the pull rope, when pulled vertically out of the conduit ell, will clear all sides and flanges of the hand hole.

c. **Backfill:** Backfill around all hand holes should consist of good compactable material such as pea gravel or sand. In no case shall the material be saturated soil, or contain large rocks or chunks greater than 2" diameter.

d. **Compaction:** Backfill around all ground sleeves shall be placed and compacted in a manner that will not cause deformation of the substructure.

**19. LANDSCAPING:**

The Contractor is responsible for all landscape repair and replacement.

**20. CLEANUP:**

a. **Cleanup:** The Contractor will be responsible for clean-up of the project site. Any and all debris, including scraps of wire, paper, crates, cartons, etc., must be removed from the site daily and immediately upon completion of the project.

b. **Restoration:** The Contractor is responsible for restoring the construction route to original condition, or better.

c. **Return of Material:** All materials issued by CLPUD, but not used on the project, must be returned to CLPUD's South Beach Warehouse (3807 Ash Street • South Beach, OR 97366 • 541-574-2082) and checked in by the storekeeper.

## **ORS 279C REQUIREMENTS**

- 1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
  - a) ORS 279C.580(3)(a) requires the prime contractor to include a clause in each subcontract requiring contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime contractor by the public contracting agency; and
  - b) ORS 279C.580(3)(b) requires the prime contractor to include a clause in each subcontract requiring contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within thirty (30) days after receipt of payment from the public contracting agency.
  - c) ORS 279C.580(4) requires the prime contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a subcontractor and a lower-tier subcontractor or supplier.
- 2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the contract shall promptly be paid.
- 3) Contractor shall not permit any lien or claim to be filed or prosecuted against the public contracting agency 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 Public Contracting Agency that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
- 7) 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 public contracting agency 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 public contracting agency is unable to determine the validity of any claim for labor or material furnished, the public contracting agency 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) 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 thirty (30) days after receipt of payment from the public contracting agency or contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (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 ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is thirty (30) days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- 9) 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) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 11) Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four (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) 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) 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.
- 14) 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.
- 15) The contract may be canceled at the election of public contracting agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- 16) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors.
- 17) Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
- 18) In the performance of this contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies.
- 19) Contractor certifies that all subcontractors performing construction work under this contract will be registered with the Construction Contractors Board or licensed by the state Landscaper Contractors Board in accordance with 701.035 to 701.055 before the subcontractors commence work under this contract.
- 20) In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract:

**FEDERAL AGENCIES:**

- Agriculture, Department of
- Forest Service
- Soil Conservation Service
- Defense, Department of
- Army Corps of Engineers

- Environmental Protection Agency
- Interior, Department of
- Bureau of Sport Fisheries and Wildlife
- Bureau of Outdoor Recreation
- Bureau of Land Management
- Bureau of Indian Affairs
- Bureau of Reclamation
- Labor, Department of
- Occupational Safety and Health Administration
- Transportation, Department of
- Coast Guard
- Federal Highway Administration

**STATE AGENCIES:**

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

**LOCAL AGENCIES:**

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