

CITY OF NEWPORT
169 SW COAST HWY
NEWPORT, OREGON 97365

COAST GUARD CITY, USA



phone: 541.574.5868
fax: 541.574.0644
<http://newportoregon.gov>

Mombetsu, Japan, Sister City

Date: March 28, 2024 Addenda No. 1

To: PLAN HOLDERS

Prepared By: Anna Iaukea, Urban Renewal Project Manager

Subject: Demolition and Abatement Project – Various Sites

RESPONSES TO QUESTIONS RECEIVED AT MARCH 21, 2024 PRE-BID MEETING

GENERAL QUESTION CLARIFICATIONS:

1. Will the power be shut off prior to demolition?

Yes, power is shut off at all three project sites and Central Lincoln PUD meters and equipment will be removed prior to demolition.

2. Will the Contractor be required to obtain permits required for lane closures on US 101?

Yes, see Special Provision 00221 Common Provisions for Work Zone Traffic Control, included in the bid package.

3. Will there be a specification for the rock to be used, as well as for the compaction of the backfill?

See Special Provision 00330 Earthwork, included in the bid package.

4. Will a 1200-C permit be required for Project Site 3 SE 35th St & US 101? Will it apply to all sites?

Yes, a 1200-C permit will be required for Project Site 3 only, SE 35th St and US 101. Contract shall get 1200-C Permit.

5. You stated that there will be a substantial completion within 90 days for this project, with the combination of abatement and demolition at the various sites this is a very

accelerated schedule, will there be a formal timeline for completion that contractors need to adhere to, or will an extension be available?

The following change is made to Section C-520 Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) DRAFT. See attached revised Draft Agreement:

Replace ARTICLE 4.02 Contract Times, in its entirety with: Days with:

- A. "The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run."
- B. Parts of the Work shall be substantially completed on or before the following Milestone:

- 1. Milestone 1: Project Site 2 415-425 SW Coast Hwy shall be completed with 45 days after the date when the Contract Times commence to run.

- 6. Will the Contractor be required to follow City Code and use Thompson's Sanitary Service for hauling and disposal of waste?

Yes, all waste is to be hauled and disposed of in compliance with the City's Franchise Agreement using Thompson's Sanitary Service.

Contact Thompson's Sanitary Service if you have additional questions about waste hauling and disposal.

SITE SPECIFIC:

Site 1: 143 SW Coast Highway

- 1. Does the base of the pole on the northwest corner of the site need to be removed?

If the base can be removed without disturbing the sidewalk, then yes. If not, remove pole to 6" below grade and backfill with aggregate.

- 2. Clarification of the City's expectation for volume of import material at the 143 SW Coast Hwy site (Project Site 1). At a minimum, will the City establish control points for finish elevation?

Finish elevation is the same as existing elevation. Per Sheet C1, after building and foundation are removed, backfill with 1" minus aggregate to neat line with existing asphalt or undisturbed earth.

Site 2: 415-425 SW Coast Highway

1. Will the lines, (power, data, etc.) be removed from the SW corner of the 415-425 SW Coast Hwy site?

No power lines impact the Project site.

The City is coordinating with the telecommunications providers to remove or raise existing lines.

2. Will the City coordinate with the Kite Shop for potential closure during the abatement of their exterior siding?

The City will handle all coordination with the Kite Shop owner regarding any potential impacts to their business. We do not anticipate that the Kite Shop will need to be closed during abatement activities. Note: Per the scope of work, Contractor is to provide 2-weeks notice prior to siding removal to allow time for Cable company to complete relocation work of existing cable and internet infrastructure located on wall.

3. The previous owner is entitled to salvage any windows and glass prior to demolition. They will be required to complete all salvage work prior to the start of the Project. They are to be provided a one-week notice for completion of their work.

Site 3: SE 35th St. and US 101

1. Will the paint cans be removed from the storage building prior to demolition?

Yes

2. Will there be a formal grading and backfill plan for the 3335 SW Coast Hwy location?

No. All asphalt shall be removed and replaced with 6 inches of aggregate material with the driveway slopes blended in to a distance of 10-feet from the throat of the driveways into the lot. The combined straight grades shown on the plans are intended to recreate the existing surface finish grade with the same vertical curve that currently exists.

3. Do the underground holding tanks need to be completely removed or just decommissioned and filled?

Tanks need to be completely removed and area backfilled with aggregate.

4. Will a 1200-C permit be required for this project?

Yes, a 1200-C permit will be required for Project Site 3 only. See below,
REVISIONS TO SPECIAL PROVISIONS

REVISIONS TO SPECIAL PROVISIONS

Revise Section 00170 as follows:

Add the following bullet points to Section 00170.02:

- The City of Newport requires a grading permit for Project Site 3 SE 35th St & US 101.
- The City of Newport requires a demolition permit for all three Project Sites.
- The City of Newport requires a right-of-way permit for any work within the City's right-of-way.

Replace Section 00280 of the Special Provisions with:

Comply with Section 00280 of the Standard Specifications modified as follows:

Add the following paragraph to the end of this subsection:

Before beginning Work on the Project, Contractor shall obtain a NPDES 1200-C permit that is applicable to the Project. Comply with all 1200-C permit conditions.

00280.62(a) Inspection - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and submit a summary to the Project Representative.

Attachments

- Revised Section C-520 Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) DRAFT
- Revised City of Newport Special Provisions

END OF ADDENDUM

AGREEMENT (DRAFT REVISED 3/28/2024)
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between CITY OF NEWPORT (“Owner”) and
 (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Demolition and Abatement – Four Sites***

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by City of Newport

3.02 *The Owner has assigned the City Engineer (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.*

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone:

1. Milestone 1: Project Site 2 415-425 SW Coast Hwy shall be completed within 45 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:*

- A. For all Work other than Unit Price Work, a lump sum of: \$_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work \$_____.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 *In order to induce Owner to enter into this Contract, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to , inclusive).
 - 2. Performance bond (pages to , inclusive).
 - 3. Payment bond (pages to , inclusive).
 - 4. Other bonds.

- a. (pages to , inclusive).

NOTE(S) TO USER:

Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.

- 5. General Conditions (pages to , inclusive).
- 6. Supplementary Conditions (pages to , inclusive).
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: [or] the Drawings listed on the attached sheet index.
- 9. Addenda (numbers to , inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Pursuant to ORS 279C.505(1) - Contractor shall make payment promptly, as due, to all persons supplying the Contractor with labor or materials for the performance of the work provided in the contract. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

- C. Pursuant to ORS 279C.505(2) – Contractor certifies that it has an employee drug testing program in place.
- D. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the Owner may pay such 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. Other provisions of ORS 279C.515 and ORS 279C.580 concerning payments also apply.
- E. Contractor shall comply with hours of labor rules Pursuant to ORS 279C.520, 279C.540, and 279C.545.
- F. Per ORS 279C.530, 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 the contractor, of all sums that the 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. All subject Employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- G. Contractor shall pay workers not less than the applicable prevailing wage rate.
- H. Public Works Bond – Contractor shall have a public works bond filed with the Oregon Construction Contractors Board before starting Work on the Project unless exempt under ORS 279C.836. Contractor shall include in every subcontract a provision requiring every subcontractor to have a public works bond filed with the Oregon CCB before starting Work on the Project unless exempt under ORS 279C.836.
- I. Contractor shall defend, hold harmless and indemnify Owner , its officers, agents, engineers, attorneys and employees from any and all losses, liability, damages, costs, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs), claims, suits or actions whatsoever in nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Contract.
- J. Failure of Owner to enforce any provision of this Contract shall not constitute a waiver by the Owner of that or any other provisions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

NOTE(S) TO USER:

1. See Article 21 of the Instructions to Bidders and correlate procedures for format and signing of the documents.
2. The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier than the Effective Date of the Contract.

OWNER:

CONTRACTOR:

City of Newport

By:

By:

Title:

Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Attest:

Title:

Title:

Address for giving notices:

Address for giving notices:

License No.:

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CITY OF NEWPORT, OREGON SPECIAL PROVISIONS

SECTION 00165 - QUALITY OF MATERIALS

Comply with the applicable sections within “Part 1: Contract Documents” located within this booklet and with Section 00165 of the Standard Specifications modified as follows:

00165.03 Testing by Agency - Replace this subsection except for the subsection number and title, with the following:

No testing will be performed by the City. All testing shall be the responsibility of the Contractor.

00165.04 Cost of Testing - Replace this subsection except for the subsection number and title, with the following:

All testing required to be performed by the Contractor will be considered incidental and will be at the Contractor's expense.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with the applicable sections within “Part 1: Contract Documents” located within this booklet and with Section 00170 of the Standard Specifications modified as follows:

00170.02 Permits, Licenses, and Taxes - Add the following bulleted items:

- The City of Newport requires a Bulk Water Permit to be issued when using fire hydrants or other City devices to obtain water for construction or bulk purposes. A Bulk Water Permit is available from the City of Newport Public Works Department.
- City of Newport requires a permit for all street closures and lane closures.
- Contractor shall be licensed to do business in the City of Newport.
- Contractor shall obtain an ODOT permit for the project. Contact ODOT District 4 office at 541-757-4211 for permit information.
- The City of Newport requires a grading permit for Project Site 3 SE 35th St & US 101.
- The City of Newport requires a demolition permit for all three Project Sites.
- The City of Newport requires a right-of-way permit for any work within the City's right-of-way.

00170.60 Safety, Health, and Sanitation Provisions - Add the following paragraph to the end of this subsection:

The Contractor shall provide and maintain proper portable sanitary facilities for their employees and their subcontractors' employees during day and night shifts that will comply with the regulations of the local and State departments of health and as directed by the Engineer.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with the applicable sections within "Part 1: Contract Documents" located within this booklet and with Section 00180 of the Standard Specifications modified as follows:

00180.50(c) Beginning of Contract Time - Replace this subsection except for the subsection number and title, with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day "Notice to Proceed" is issued by the City.

00180.85(b) Liquidated Damages - Add the following to the end of this subsection:

The liquidated damages will be assessed for failure to complete the Work on time as required by 00180.50(g) will be \$500.00 per calendar day.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with the applicable sections within "Part 1: Contract Documents" located within this booklet and with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

Comply with the applicable sections within "Part 1: Contract Documents" located within this booklet and with Section 00195 of the Standard Specifications.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with the applicable sections within "Part 1: Contract Documents" located within this booklet and with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with the applicable sections within "Part 1: Contract Documents" located within this booklet and with Section 00197 of the Standard Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Replace Section 00199 of the Standard Specifications except for the Section number and title, with the following:

Comply with applicable sections within “Part 1: Contract Documents” located of this booklet.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.06 Traffic Control Plan - Replace this subsection with the following subsection:

00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs –

(a) Traffic Control Plan - Submit the following, 5 Calendar Days before the preconstruction conference:

(2) Contractor-Modified Traffic Control Plan - A Contractor-modified ODOT TCP or a TCP developed by the Contractor. Do not use a modified TCP, or a TCP developed by the Contractor, unless approved by the Engineer. The TCP for each site shall be adapted to the site. Side streets may be smaller than Highway 101 and need modification of TCP to control traffic within close proximity of the job sites.

The TCP will be reset for each job site to provide maximum safety and efficiency of traffic moving across Highway 101 and adjacent streets.

When requesting a Contractor-modified ODOT TCP, or a TCP developed by the Contractor, at a minimum the request shall meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP). Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- A TPAR plan that includes:
 - Details and features used to provide pedestrian accessibility.
 - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
 - Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for City review following the procedure described above. The Engineer is not obligated to consider additional modifications to a previously approved TCP.

(b) Tourist-Oriented Directional and Business Logo Signs - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

Measurement – The following method will be used:

00221.88 Measurement, Method “B” – Under this method, no measurement of quantities will be made.

Payment – The following method will be used:

00221.98 Payment, Method B” – Lump Sum Basis

SECTION 00253 - TEMPORARY WORK ACCESS AND CONTAINMENT

Comply with Section 00253 of the Standard Specifications.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit if applicable.

Delete the paragraph that begins “When contaminants, pollutants or hazardous materials...”.

Add the following paragraph to the end of this subsection:

Before beginning Work on the Project, Contractor shall obtain a NPDES 1200 C permit that is applicable to the Project. Comply with all 1200-C permit conditions.

00280.62(a) Inspection Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and submit a summary to the Project Representative.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

All work performed under this section will be paid at the Contract lump sum price.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.90 Payment – Replace this subsection, except for the subsection number and title with the following:

All Work performed under this section will be incidental to the appropriate items under which this Work is required.

SECTION 00295 - ASBESTOS MATERIALS

Section 00295, which is not a Standard Specification, is included in this Project by Special Provision.

Project Site 1: 143 SW Coast Highway

00295.00 Scope - An asbestos survey was performed on Site 1: 143 SW Coast Hwy that will be demolished for this Project. No asbestos-containing materials (ACMs) were identified on the inspected Structure. The Asbestos Inspection Report documenting the asbestos survey within the Project is included in Appendix A. Maintain a copy of this report and all

additional asbestos survey results on site at all times and readily available to employees and inspectors during demolition and repair activities.

Project Site 2: 415-425 SW Coast Hwy

00295.00 Scope - In addition to the requirements of Section 00290, remove asbestos according to the following Specifications.

Remove asbestos from the locations identified on Table 1 in the Asbestos Inspection Report (pages 24-26) dated April 13, 2023, included in Appendix A.

Maintain a copy of this report and all additional asbestos survey results on site at all times and readily available to employees and inspectors during demolition and repair activities.

Project Site 3: SE 35th St & US 101

00295.00 Scope - 00295.00 Scope - An asbestos survey was performed on Site 3: SE 35 St & US 101. Results are not available at the time of Advertisement to Bid. No ACMs are anticipated due to date of construction and nature of building materials. An addendum will be issued when City receives survey results.

00295.01 Definitions:

Asbestos Containing Material (ACM) - Any material containing more than 1% asbestos.

00295.03 Submittals - The following forms and reports are required:

- Completed and signed DEQ Project Notification Form and an abatement plan to City and DEQ at least 10 Calendar Days before beginning friable asbestos removal.
- Completed and signed DEQ Notice for Removal of Non-Friable Asbestos to City and DEQ at least 5 Calendar Days before beginning non-friable asbestos removal.
- Completed and signed DEQ Waste Shipment Report Form according to the following:
 - Send the form along with the asbestos waste to the disposal facility.
 - Provide a copy of the form to the Engineer within 48 hours of transportation of the asbestos waste.
 - Obtain the final signed form from the disposal facility along with the disposal receipts and submit them to the Engineer within 3 calendar days after receiving them from the waste disposal facility.
- Completed and signed DEQ Air Clearance Sample Results form to the City and DEQ within 30 Calendar Days after completing the asbestos removal.
- Disposal receipts within 72 hours of receipt from the waste disposal facility.

Labor

00295.30 Personnel Qualifications - Provide employees meeting the following

requirements:

- A current Oregon DEQ Asbestos Abatement Contractor license.
- A current Oregon DEQ Certified Supervisor meeting the requirements of OAR 340-248-0130.
- Current Oregon DEQ Certified asbestos workers meeting the requirements of OAR 340-248-0130

Ensure the DEQ Certified Supervisor is on site and overseeing work whenever asbestos containing materials are disturbed or removed.

Construction

00295.40 Asbestos Removal - Comply with 29 CFR 1910, 29 CFR 1926.1101, 40 CFR 61, 40 CFR 763, OAR 340-248, ORS 468A and the following:

- Before beginning asbestos removal work, sign and submit all notifications and pay all fees to DEQ. Provide copies to the Engineer.
- Complete and sign all manifests and bill-of-lading forms for transporting and disposing the ACM.
- Maintain the ACM in an undamaged and non-friable condition by keeping the material wet during demolition or by using methods approved by DEQ.
- Keep material sealed during transport to the disposal facility. Transport and dispose of all ACM according to OAR 340-248-280 and OAR 340-248-290.
- Conduct final clearance air monitoring according to OAR 340-248-0270(13), with a contractor that is National Institute of Occupational Safety and Health (NIOSH) 582 certified and is financially independent from the abatement contractor.
- Remove and dispose of the materials identified as having less than 1% asbestos according to 29 CFR 1926.1101, where that regulation refers to "asbestos" rather than "asbestos containing material" or "ACM".

Payment

00295.90 Payment - All Work performed under this section will be paid at the Contract lump sum price. Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

Section 00310.00 – Replace this subsection, except for the subsection number and title, with the following:

This Work consists of removing and disposing of man-made materials and cleaning up areas they occupy, including the removal of asphalt concrete pavement and the removal, cutting, capping and plugging of pipes.

Payment - payment will be made on a lump sum basis per Section 00310.91:

00310.91 Lump Sum Basis Payment – Replace this subsection, except for the subsection number and title, with the following:

All Work performed under this section will be paid at the Contract lump sum price.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00330 EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

Materials

Add the following paragraph to the end of the Materials subsection:

00330.18 Aggregate Backfill - 1" minus aggregate shall be used for all areas

00330.21 – Vibratory Rollers – This subsection applies for compaction work.

00330.40 General – add the following paragraph to the end of this subsection:

00340.40(d) –Backfill all excavated areas and straight grade surface. Straight grade north to south based on undisturbed existing ground level, and east to west from driveway entrance to driveway entrance. Backfill excavated areas with 1" minus aggregate and compact in 12" lifts. Compact to 92% in backfill areas greater than two (2) feet. Compaction tests shall be conducted in areas with 3' or more of aggregate. Compaction tests shall be performed in compliance with the ODOT Manual of Field Test Procedures.

00330.41(a)(5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and City controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

00330.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

All work performed under this section will be paid at the Contract lump sum price.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, Incidentals, and testing necessary to complete the Work as specified.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows:

00495.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

All Work performed under this section will be paid at the Contract lump sum price.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

SECTION 00543 - ARCHITECTURAL TREATMENT

Section 00543, which is not a Standard Specification, is included in this Project by Special Provision.

00543.00 Scope – This Work consists of installing Hardie® Plank siding (or Engineer approved equal product) in all areas where ACM siding was removed, and painting of siding to match existing building paint color.

00543.10 Materials –

- 00543.10(a) – Hardie® Plank (or Engineer approved equal product).
- 00543.10(b) – Hardie® Plank compatible paint (or Engineer approved equal product). If Hardie® Plank equal product is selected, paint shall be compatible with selected equal product.

00543.40 Construction – Siding shall be installed per manufacturers recommendations. After installation of the siding, paint shall be applied according to manufacturer's recommendations. The completed painted surface shall be free of blemishes, discoloration, and surface voids. Dispose of any unused paint in compliance with Section 00290.

00543.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Siding	Square Foot
(b) Paint.....	Square Foot

SECTION 01069 - METAL HANDRAIL AND PEDESTRIAN FENCE

Comply with Section 01069 of the Standard Specifications modified as follows:

01069.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

All Work performed under this section will be paid at the Contract lump sum price.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.