GLADSTONE CITY COUNCIL
REGULAR MEETING
CITY HALL COUNCIL CHAMBERS
September 9, 2014

7:30 p.m. CALL TO ORDER
ROLL CALL
FLAG SALUTE

BUSINESS FROM THE AUDIENCE

Visitors: Presentations not scheduled on the Agenda are limited to five (5) minutes. Longer presentations should be submitted to the Assistant City Administrator by 5:00 p.m. Wednesday prior to the Tuesday City Council meeting.

CONSENT AGENDA

All items below will be enacted by one motion unless someone requests specific item(s) be removed prior to Council adoption of the Consent Agenda.

1. **Approval of August 12, 2014 Minutes**
2. **Payment of August Claims**

CORRESPONDENCE – None

REGULAR AGENDA

3. **Clackamas Community College Presentation - Judith Ervin (no attachments)**
4. **Discussion of Staff Report Template**
5. **Bid Award: 2014 Pavement Rehabilitation Project**
6. **City Hall/Police Station Proposal**
7. **Discussion of Planning Commission Review of Webster Road Property**

BUSINESS FROM THE COUNCIL

Executive Session - 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Executive Session – 192.660(2)(f): To consider information or records that are exempt by law from public inspection. (no attachments)

Executive Session – 192.660(2)(d): To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (no attachments)

ADJOURN

Information Only:

- **City Administrator Project Report**
- **Fire Department Information**

September

CONSENT AGENDA

GLADSTONE REGULAR CITY COUNCIL MEETING MINUTES of August 12, 2014

Meeting was called to order. No time stamp provided.

ROLL CALL:
The following city officials answered roll call: Councilor Nelson, Councilor Mersereau, Councilor Martinez, Councilor Reisner, Councilor Busch, Mayor Byers

ABSENT:
None reported

STAFF:
Scott Tabor, Public Works Supervisor; Stan Monte, Fire Chief; Jolene Morishita, Assistant City Administrator; Jim Pryde, Police Chief; Jeff Jolley, Police Lieutenant; Rhonda Bremmeyer, Senior Center Director; Shane Abma, City Attorney, Irene Green, Library Director.

COUNCIL ELECTION TO APPOINT A CITY COUNCIL MEMBMER FOR POSITION 1

Mayor Byers introduced the applicants for the position:

- Frank Hernandez
- Dominick Jacobellis (not present)
- Patrick McMahon
- Kim Sieckmann

Assistant City Administrator poled the Councilors for their votes:

- *Kim Sieckmann – 4 votes*
- *Patrick McMahon – 2 votes*

Assistant City Administrator Morishita administered the Oath of Office. Councilor Sieckmannn did so swear, then did take his seat on the Council.

Representatives of the Gladstone and Oak Grove Rotaries, Steve Leitz and Joe Kaufman presented comments of thanks to the Council, the Mayor, Public Works, Fire Department, and Police Department for helping to put on the Gladstone Cultural Festival. They presented a plaque to the Mayor and Council on behalf of the Gladstone-Oak Grove Rotary Club.

Mayor Byers accepted the plaque and thanked the Gladstone-Oak Grove Rotary Club for putting on the festival after the Chautauqua Committee announced that they would not be doing the festival. He congratulated them for the great job that they had done in putting the festival on.

Mr. Kaufman went on to ask the Mayor and Council to consider having the Gladstone-Oak Grove Rotary Club put the festival on July 31 – August 2, 2015. He asked that they consider a contract during the August and September Council Meetings, with the intent of signing the contract in September. Mayor Byers encouraged them to do so, and stated that the contract would be the final decision.

BUSINESS FROM THE AUDIENCE:

- Sherry Hall thanked the Council and City Agencies for their participation in the National Night Out Against Crime. She read a letter from the Police Chief Pryde to the organizers in appreciation for their work in making National Night Out Against Crime a success.
- Jerry Miller presented the members of the Council, staff, and their guests with invitations to the River Resource Museum for a free salmon bake at 6-8 p.m. on August 20, 2014.
- Ted Schumaker of the Gladstone Booster Club asked for the Council's support for an enhancement project on Portland Avenue, in front of the stadium and school. He provided handouts to illustrate the enhancement project. The Booster Club wants to put a banner up, but has been informed that it breaks two city violations to do so:
    - Cannot have more than one permanent sign on the property.
    - Cannot have a permanent sign in the public right of way.

  The Booster Club is asking for a variance in the statutes to allow the club to put the banner up as an enhancement. He believes the banners will improve the appearance.

  Mayor Byers stated that he wanted to defer the request to City Planner Clay Glasgow and the Planning Commission to make sure that it did not present another problem, since the City had just had signage problems in the area.

  Mr. Schumaker said that there were 6 banners, 24" X 36," for the East side of Portland Avenue, which would extend all the way down to the Tech Center. Mayor Byers said that this is why they present things to City Planner Glasgow, the City Attorneys, and the Planning Commission, so that they do not set some kind of precedence and cause other problems.

  Councilor Martinez explained that this request would require a code change, and that involves a process that does not allow them to address the issues in this meeting. Discussion ensued. Mayor Byers concurred with Councilor Martinez. He explained that the Planning Commission would bring their recommendations to the Council, then they would address it.

  Councilor Martinez explained that The Booster Club could always have some mockups made and present them at Homecoming. Putting the banners up in a temporary condition could still be allowed.

  Kathy Beykovsky asked if they could put the banners up for football, then take them down so that they would not be in violation of the statute. Mayor Byers reiterated that if a sign goes up, it falls under the sign rule. The City Planner, City Attorneys, and the City Planning Commission must consider the matter first, then they will present their recommendations it to the Council.

CONSENT AGENDA:
Consent Agenda items:

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1. Approval of June 24, 2014 and July 8, 2014 Minutes
2. Approval of Police Department Taser Replacement Proposal
3. Approval of COLA to City Administrator Contract
4. Payment of July, 2014 claims

Councilor Mersereau requested that item 2 to be pulled.
Councilor Reisner requested that Item 4 be pulled.

Mayor Byers poled Council for approval of items 1 and 3. Councilor Nelson moved to approve. Councilor Busch seconded. Consent Agenda items 1 and 3 were passed unanimously.

2. Approval of Police Department Taser Replacement Proposal:
   Councilor Mersereau stated his support of tasers for the Police Department but was concerned about the item costs. He supports getting the 13 tasers, but when he calculated the cost per taser per year was confused by the item costs:
   - Option 1 costs $272 per taser per year. When you take the total cost and divide it by 5 years, then divide by the number of tasers, the cost comes to $278.01 per unit.
   - Option 3, with the purchase of more than twice as many tasers, costs $340.39 per unit.

   Councilor Mersereau wants to know why the taser units cost so much more under Option 3 which utilizes the Taser Assurance Plan which locks in that price per unit for future purchases of 12 units every 5 years, receiving a 13th unit free. Option 13 would lock Taser and the Police Department into that plan as long as the Police Department chooses to do so. Councilor Mersereau asked if TAP also is included in the price of the Option 2 units. Police Lieutenant Jolley and Officer Matt Okerman came to the podium to represent the Police Department. Police Officer Okerman explained that Option 2 only includes replacing the current Tasers which are already out of warranty, including 4 units, plus a free unit. Option 2 only allows certain officers to be outfitted with Tasers, and require them to differentiate between the two models of the Tasers, while Option 3 allows each officer on the force to be assigned a Taser.

   Councilor Reisner said that the Police Chief's recommendation was missing from the proposal. Lieutenant Jolley explained that the Chief had signed and initialed his proposal to the Chief, and had signed on a letter to Lieutenant Jolley on June 26, 2014. Councilor Reisner recommended that the Police Department resubmit the proposal with better information because he did not see consideration of manufacturers other than Taser. Lieutenant Jolley said that the Taser X26 model represented the latest technology, was very close to what they are already using, and would require the least amount of training. A more expensive model does not fit into their operational expense. The model that they are currently using is being phased out. After a question by Councilor Martinez, he explained that the Department currently has 10, but that one of those is out of service. Police Officer Okerman and Lieutenant Jolley explained that Option 3 was appealing because the more expensive model would require a minimum of 2 additional hours of training, but the Option 3 models would require no addition training.

Councilor Mersereau wanted to know if Tasers were made by more than one manufacturer. Officer Okerman explained that there were other electrically conductive devices used in other settings that can be used for stunning, but they were usually used in other applications, such as jails. In his opinion, Taser built the most rugged of the devices and were better suited for the police application. Lieutenant Jolley added that Option 3 included $2200 for a maintenance program for the units that replaced them for the life of the program, so that if any two of the Tasers units failed, the program paid for itself. At the end of the lifecycle of the units, they get a shipment of new Tasers at the same price.

On question from Councilor Martinez, Lieutenant Jolley explained that the new units that they would receive at the end of the five-year life cycle would have the latest technology, and fall under a new warranty and maintenance program, and it locks in the current price of the units.

On question from Councilor Mersereau, Officer Okerman explained that with Option 3 the price would stay the same for each new unit that they ordered in the future, but if they ordered a new model that they would only be charged the difference between what they are paying for the current model and what the new model would cost.

Councilor Reisner asked if the funds would be coming out of the General Fund or from the Levy Fund. Lieutenant Jolley, after referring to Chief Pryde audience, answered Levy Fund.

Councilor Sieckmannn asked if the purchase was made through the manufacturer or through a wholesaler. Officer Okerman answered that all purchases are made directly from the manufacturer. Councilor Sieckmann said that he Googled the price of the units and the costs were coming in at under $900 each without the TAP program. Officer Okerman explained that intermediaries could sell the units but did not provide the service and maintenance warranties, unless they bought it through Taser. Because of service related issues, Taser had discontinued the program and moved all service agreements to their own law enforcement related division to insure service levels and supply related issues.

Councilor Sieckmann wanted to know if the units were to be purchased on the Police Department Budget, and why it had been brought to the Council for approval instead of just buying them out of the Police Budget. Lieutenant Jolley explained that this was not budgeted, and that they had only become aware of this program through exposure to it through West Linn's enrollment in it. He also explained that the units that they would be turning in have some retail value for which they would be receiving credit under the program, making it more time sensitive. Councilor Sieckmann asked if there was enough in the Levy Fund so that the purchase would not affect them someplace else. Lieutenant Jolley assured him that it would not.

Councilor Nelson moved to approve the purchase of the new Taser units under Option 3; Councilor Martinez seconded. In discussion, Councilor Reisner noted that it would have been nice to have had a lot of the information ahead of time, alleviating the need for so

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much discussion, but appreciated having the officers available for discussion in the meeting. Motion carried unanimously.

4. Payment of July, 2014 Claims. Councilor Reisner stated that on page 2, Brown and Caldwell was to be paid $16,848.23. Councilor Busch understood that the Council was supposed to get a report from them on the Master Plan that is over a year behind schedule. He would like to hold off on the payment until the Council receives the report. He wants to ascertain why the City is to be paying $8,424.12 out of the Master Plan Fund and $8,424.11 out of the Engineering Fund.

   Public Works Supervisor Tabor explained that he had been working closely with Brown and Caldwell to finish up the Water Master Plan and to determine how the final finances would be done. He expected them to have a completed Master Plan before the end of August.

   Councilor Sieckmann concurred with Councilor Reisner that Brown and Caldwell had missed their deadline, had requested a delay, and had tried to charge the City more money. He thinks that payment should be withheld until Brown and Caldwell fulfills their end of the bargain. Councilor Mersereau said he previously had commented that the job would require an extension, and Brown and Caldwell had assured them that it would be completed without the extension.

   Councilor Reisner made the motion to approve the payment of the billing with the exception of Brown and Caldwell; Councilor Sieckmann seconded. Motion passed unanimously.

CORRESPONDENCE:

Letter dated August 6 from Serena Royce in support of approving the proposed Dog Park at Meldrum Bar Park.

REGULAR AGENDA:

5. City Council Voting Procedure: Someone called into question that the role call was called left to right instead of by the Councilors' position numbers. The question was about deliberating the role call just by their position numbers. After some discussion, Councilor Nelson said that the order had been changed so that he could sit closer to the staff positions so that he could hear and understand what was going on, since he had lost hearing in both ears. The Recorder had been calling the role call from the left to the center, then from the right to the center since the change – from the outside in.

   The Council reached a consensus to continue to the way they are voting.

6. Discussion of Final Location of Dog Park: Mayor Byers asked if there was an additional staff report. Assistant City administrator replied that there was not, and that City Administrator Boyce had provided Council with a staff report. The staff recommended

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that Council take public comment, but Council had not called a public hearing.

City Attorney Abma noted that this was an agenda item and that notice had been sent out. There are no zoning issues, so if the Council wished to vote on it, there would be no problem, but they could table it if not. Councilor Martinez commented that there was quite a bit of public comment in light of what was in the packet and recommendations.

Councilor Sieckmann stated that he thought a lot of information was missing, such as the cost impact and would there be a better use for that area of the park which was not looked at? That seems like a prime bit of waterfront property on which to set up a fence and have a bunch of barking dogs there. He is not opposed – he just wonders if there is a better use for it. He was also concerned that they had a lot of petitions that were in favor of the dog park, but he did not see any of the information regarding the opposition to the dog park that he had seen while serving on the Planning Commission. The Planning Commission had previously shut down the dog park because they had opposition.

Councilor Nelson recollected that the original petition had maybe 50 signatures on it, and the current one had about a couple of hundred. When they examined the first petition, they had maybe two people in opposition, but they also had a petition with a few names on it. Councilor Martinez concurred.

Councilor Sieckmann thinks that the people who signed the petition might not understand the potential of expense to the City of zoning changes, and that if they knew and realized the possible expense, they might shape their opinions. Those are considerations that should be in the staff report. He believes that the Council should have all the facts, or best estimates of the facts, in front of them to make a decision, but he does not feel that they have all the facts now.

City Attorney Abma pointed out that this was not an official public hearing, so Council did not have to hear public comment if it did not wish to.

Public Works Supervisor Tabor stated that he had been approached by Councilor Mersereau about the cost of the dog park, and that he had started an initial investigation. He stated that they had about $3500 invested in the fencing already, but that he had requests for bids out right now for the fence removal, but had not received any responses – so he did not know the costs for the dog park right now. After he gets the bids in, then he will have a better idea about what the cost of the fencing will be. Signage will be only a little change for the location of the park, so he does not see it as a huge expense. He does not know what the attorney costs will be for the zoning of that area, and that is something that City Administrator Boyce can answer on his return. The Park and Recreation Board were intent on just naming a location for the off-leash dog park, and had determined that this was the best area. He states that the park is not widely used there, so it would be much better used as a dog park. It is well away from any residential area, which makes it prime. He stated that when he gets the costs of the removal of the fencing at the Valley View site in conjunction with the remainder of fencing needed for the Meldrum Bar site, he will be give the Council the accurate figure of the costs.

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Councilor Nelson wants to know what it would cost to have it rezoned as compared to what it would cost to have it moved. Public Works Supervisor Tabor stated that he could not answer that question, but in his opinion it is going to be much more cost effective to just move the fencing and pay for the remainder of the fencing to set up at the Meldrum Bar site. Moving the fencing would be much more cost effective than the attorney fees for rezoning the current property. City Attorney Abma could not verify the attorney costs for the project either way.

Councilor Reisner noted that City Planner Glasgow had already spent $1200-$1300 to check on the zoning change. Supervisor Tabor interjected that if there were a zoning change, that it would possibly be followed by legal suit. Mayor Byers added that in addition, there would be Planning Department fees. Supervisor Tabor reiterated that he understood that tonight's agenda was for the Council to determine if the Meldrum Park site is where they wanted the dog park, and if so, then they could figure out how to put it all together. Councilor Nelson interjected that they had pretty much determined that keeping the Valley View site would just be too expensive.

Public Works Supervisor Tabor pointed out that this meeting was to determine if Council wanted to approve the Park and Recreation Board's recommendation of using the Meldrum Bar site of the dog park. Once the Council determines the site, then he can bring the final cost to the Council for their approval in a future meeting. Councilor Reisner needed assurance that the plan to move would include the removal of the fencing and the Valley View property, and it would be just left as is. Supervisor Tabor concurred. Councilor Martinez noted that it was not the City's property. Supervisor Tabor concurred and that he had talked with Dan Bradley of Oak Lodge and that they were aware of what was happening and that they are not out anything.

Councilor Martinez made the motion to accept the Meldrum Bar Park site for the dog park; Councilor Nelson made the second. Mayor Byers solicited discussion.

Councilor Reisner brought up that in the previous meeting about the dog park, 6 people had showed up, and nobody had any objections about moving it to the site. It is about as far west as possible, and he liked that Public Works Supervisor Tabor had already thinned out the trees in that area of the park, so it is ready. Mayor Byers reiterated that this meeting has determined that the Meldrum Bar Park site is where they want the dog park and that it would cost more to get the current location rezoned to continue it as a dog park. Discussion ensued about the options. Councilor Martinez reiterated that tonight was only on the selection of the site, and that it does not include approval of the project.

Mayor Byers called for a vote and Council was poled. Motion passed 6 to 1, with Councilor Sieckmann opposed.

7. Discussion of Partial Right of Way Vacation – Clackamas Road: Councilor Nelson stated that he had gone to look at the property, and in the process had met the people to whom the property belonged. He believes that they deserve to have the property back

because they could better maintain it rather than just letting people park and dump. Right now the people go to the river and park on the property, leaving behind trash and garbage. He said that he did not understand how they lost it in the first place. Mayor Byers said that they never really lost it; it was part of the street. The street has a dedicated width to it and he can remember having gone through the citing of that house; they had approved a variance. The property never was theirs.

Councilor Mersereau had looked at the site, and the neighbor adjacent to the property had a garden located on the corresponding site on his property – on the easement, he believes. He sees no reason not to allow them to move the fence forward. The way the proposal is worded, it looks like they would gain the property rather than just using the property. Mayor Byers interjected that it would be deeded to them. Councilor Mersereau continued with his observation that if the City ever needed the property, it would no longer be available. A short discussion ensued about sidewalks. Councilor Reisner said that there was already a sidewalk across the street.

Councilor Sieckmann stated that since the property was next to a park, that it might be nice to have sidewalks on both sides of the street. He wondered about future usage, like expanding the road width or putting in more parking on that side of the road. In that case, once the City gives up the rights to the property owner, they can never use it again. He used the Tigard-Lake Oswego Water Project going through town as an example of how future right-of-way may be needed. Once the City gives it up, they will not be able to get it back. He can see no benefit to the City in the future to vacate it, but can see many possibilities for keeping it, though he has no problem with the property owners building a fence in the easement area.

Public Works Supervisor Tabor noted that the criteria that he discussed with City Administrator Boyce was considering any future plans for widening the street or putting curbs on that side of the street. He recalled that a few years earlier, just up the street (on Cornell, or Yale , or Harvard), the City had vacated the rights on a similar lot, turning the property rights over to the owners. In this situation, there is abundant parking; there is already sidewalk in the area all the way down to Portland Avenue on the river side. He made his recommendation to the City Administrator to vacate it because he saw no future need for it in light of what had been done with the property up the street many years earlier. It would be in keeping with what they had done in the past, since they had given up the rights in line of sight properties up the street. He sees no concern for vacating the right-of-way looking out 15 year in the future.

Councilor Reisner was concerned that if the right-of-way is vacated for that property, that it will no longer line up with the properties next to it. Since the property to the East of property line, where the garden is, will stay where it is, the right-of-way lines will not line up. Public Works Supervisor Tabor explained that these people are requesting the right-of-way changes, whereas the adjacent property owners have just built out to where they are through a succession of owners and just pushing the property line. He also told the Council that he had informed the neighbors on the street that they may want to pursue the same action to vacate right-of-way on their property as well.

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Fire Chief San Monte, speaking as a citizen, said that to satisfy what Mr. Hickman is doing, the State, County, and City (he believes), has a Permit and Release that allows the property owner to do just what they are trying. The Permit and Release allow the owner to come into and build fences etcetera in the right of way, but if the City ever needs to use the right-of-way area, they have the right to do so. The people will not really own the property, but the Permit and Release will be attached to the property so the owners can go out into the right-of-way. So in his opinion, the City should never give up right-of-way.

Councilor Mersereau wanted to know if the Permit and Release would remain the same in 5, 10, or 15 years. Fire Chief Monte explained that the Permit and Release becomes a permanent part of the deed, and it maintains the right-of-way so that it cannot be changes under Aggressive Acquisition. City Attorney Abma also added that an owner cannot adversely possess government property. He also added that he would never recommend that the City give up any City right-of-way. He also stated that if the City used a Permit and Release on the property, it just assures the owner that it will not be used as a street or for parking, but that the City still owns the property.

Councilor Martinez observed that if the City is going to go look at setting up a Permit and Release on this property that they might want to look at the properties around it to see if they want the same thing. Fire Chief Monte said that they need to get each homeowner to make application for it so that they would pay for it – not the City. Councilor Martinez stated that it may be something that the City just wants to get started.

Mayor Byers observed that the properties on lot 3 look like they might be treated as one property for all practical purposes. Fire Chief Monte said that it looked like two tax lots. It would be affecting two deeds if you extended the Permit and Release down the hill. Mayor Byers observed that where the vacation request was made, it looks like only one property.

Councilor Sieckmann wondered if the bicycle paths in the City's Transportation Plans go down that street. Councilor Nelson said that it shouldn't matter because the street is wide enough that a bike path could be added without affecting the bicycles and that there is a sidewalk all the way down.

Rich Vandegraft, 420 E Clackamas Blvd, owns the property adjacent to the property in question. He gave a brief history of the property in question. He stated that for the property in question, the front of the property is actually on 1st Street, the property frontage along Clackamas Blvd is actually their back yard. Because of the situation of the property between the two streets, a full third of their property cannot even be used. He feels that it is a crime when he sees it as he drives down Clackamas Blvd. He feels that the owners cannot properly utilize the property in its current situation, and feels that an injustice is being done. He believes that the owners could do much more with the property if given a chance.

Councilor Mersereau reiterated his comment that he believes they should be able to build a fence on the property, but that it should be on a temporary basis.

Pat McMahon, 175 W. Berkeley, said that he would like to have his 15 feet of property vacated as well, and that they have set a bad precedent in vacating the right-of-way. If you did it for them, then you need to do the same for me. He said that he would like to use his own corner lot for his personal gain as well. By setting the precedence, what is to stop him from coming back next month and asking for the same thing? Councilor Martinez observed that he could do it as a Permit and Release.

Renee Bryant, owner of the property in question, said that there is no other property like this in all of Gladstone. She had been working with City Administrator Boyce for over a year in trying to be able to utilize the property. Because the neighbors front door faces Clackamas Blvd, and her back door faces does, then she does not get to utilize a large portion of her property, while her neighbor gets to utilize all of their property, even though much their front yard is actually City right-of-way. Mayor Byers observed that the fact is that many of the people in the city are using city right-of-way. He believes it is appropriate for Fire Chief Monte's suggestion to allow you to use that property.

Councilor Martinez wanted to know that if you had a Permit and Release on the property, and you decide to sell the property, does that affect the property rights? City Attorney Abma stated that when you sell the property, the Permit and Release is a part of the deed – it can be a selling point or a detriment to the sale, according to the viewpoint one takes. But with the Permit and Release, it remains City property.

Councilor Nelson noted that it enhances the City when people take the right-of-way property to put in the gardens – it looks good, much better than an empty lot. Councilor Reisner asked the Renee Bryant about how she feels about getting to use it, but not owning the property. She said that she wants to own the property. Councilor Martinez noted that if the City Attorney recommended that the City not sell the right-of-way, then the Council can't say otherwise.

Scott Bryant wanted to know what good it is to have the property if it can be taken away at a later date. Councilor Martinez stated that they could put a fence up on it and it is not likely that the City is ever going to need to use the property right-of-way. Councilor Reisner likened it to an easement on which you cannot build. Mayor Byers assured the Bryants that the City has never taken the right-of-way back after use by the property owners because the City was already established with streets, sidewalks, and curbs – all those things are already done. The prospects of redeveloping the street are not very high.

Renee Bryant said that her house was built small to accommodate the odd shape of the lot and restrictions. She would like to have that property so that they can build onto the house. Mayor Byers interjected that is a different topic. City Attorney Abma said that the City could vacate the right-of-way, and that they could actually sell the property through a statutory process, but if they did, it would have to be put up on the market for open bid, and the Bryants would be taking a chance of losing use of the land totally. The City

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cannot just give the property away. In addition, if the Bryants retained the lot, their taxes would go up because they would be taxed for the larger lot size. Councilor Martinez interjected that it would not be so under the Permit and Release. City Attorney Abma concurred that they would not pay additional taxes under a Permit and Release. Councilor Martinez interjected that they would not be able to build on it either. City Attorney Abma explained that even if they had the property, they would still have to go through the process of getting permission to build with the right setbacks and restrictions for the property, and that they would still have to go through the processes of getting variances for the setback requirements.

Mayor Byers commented that the prospect of adding on to the house is different than what was presented thus far. Renee Bryant asked how it was different, if the property line moves, then the setback would also move. Mayor Byers explained that the City Attorney had advised Council that the property should remain under City ownership. Renee Bryant said that she had not heard that as the final answer. Councilor Busch reiterated that the City could not give the property away.

Renee Bryant said that they were told by someone at the County that the City could give them the property. City Attorney Abma reiterated that there were many things that the City can do, but it cannot give the property away regardless of the value. Scott Bryant noted that, in actuality, the City would not be giving it away if they were continuing to pay taxes on it. City Attorney Abma stated that the City would no longer own the property then, and that they cannot give it away. Councilor Martinez stated that they had several options now, one being that the City could vacate their rights and the Bryants would have to go through the process to buy the property, or the property stays in the City's ownership and they could use the property. They could still check their setbacks to see what they can do to increase the house. Councilor Reisner commented that they can remove the fence and get a bigger back yard. Mayor Byers noted that there were numerous fences in the City that are built on public right-of-way – at the end of almost every block. Renee Bryant said that they could have just done that and nobody would have known.

Councilor Busch said that the Staff recommendation was to determine if we should move forward with this and have a public hearing in September. He suggested that the Council move forward with a full public hearing with the Staff's report what the City's options are. Councilor Martinez said that we would have to have the public hearing if they were going to move on vacating the public right-of-way. If they decided to go the other way (Permit and Release), then there would be no need for the public hearing and that they could just go ahead and move on the issue.

Councilor Busch said that a public hearing should be held in either condition, because he is not sure that the City has anything in the code regarding Permit and Release. City Attorney Abma reiterated that a street vacation would require a public hearing, so it cannot be done in this meeting. For a permit and Release, he would have to do some research to see what the options are for the City's standpoint. Councilor Martinez said that looking into the Permit and Release is what they should look into, because there are

other properties that are in the same situation and it could be applied to many other properties. Councilor Reisner agreed. Mayor Byers reiterated that most people in Gladstone are using public right-of-way either at the front or side of their houses.

Councilor Sieckmann asked if we have a consensus that the Council is not going to move forward with the right-of-way vacation, but would like more information regarding a Permit and Release, or something of that nature that would fit under the City code. Does the City need to adjust the code to allow that? Mayor Byers and Councilor Martinez concurred.

After a short discussion, City Attorney Abma said that he would look into the legal aspects of doing something like the Permit and Release. Mayor Byers observed that these matters had been handled defacto system in the City's history, and that they just had not used the Permit and Release.

8. Resolution 1045, Gladstone Personnel Handbook Amendment – Allow On-Call Employees to Hold Elected City Office – Fire Department: Councilor Martinez observed that the only city employees mentioned in the report were fire department employees, so is it only the fire employees that can participate? Councilor Nelson referred to the fire department as volunteers. Discussion ensued. Councilor Martinez and Mayor Byers explained that fire department people are on-call are employees for IRS purposes. Councilor Martinez was concerned that if the resolution referred only to fire department employees, that it would eliminate the possibilities for other city employees.

Councilor Sieckmann pointed out that only the Staff Report referred to the fire department personnel, but the resolution does not. Sections 5.3.1 and 5.3.2 of the Personnel Handbook do not differentiate between the departments. In the handbook they are classified by hours worked, on call, volunteers, etc.

City Attorney Abma concurred that the resolution does not differentiate, however, Heather Martin was concerned that it referred to just the on-call employees. She believes that it would be defensible to refer to the employees as regular or non-fulltime employees, which includes seasonal, temporary, and on-call.

Mayor Byers solicited for motion. Councilor Nelson moved to adopt the resolution; Councilor Reisner made the second. Mayor solicited for discussion.

Councilor Busch declared that it is not the right thing to do, and he is not going to vote for it. Councilor Martinez declared the same. She said that it is talked about a lot in the community.

In discussion, Public Works Supervisor Tabor referred the Council to a letter that he wrote to them about his concerns that there would be a great amount of conflict of interests if city employees sat on the Council. It also causes confusion in situations where a department head may have to discipline one of his employees who may also be sitting on the City Council. It has the potential to put the department head or the employee into

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compromising situations. The backlash from such a situation could cost someone a job. He agrees with Councilor Busch that the resolution just opens up too many possibilities for confusion.

Councilor Sieckmann said that he could see what Public Works Supervisor Tabor and members of the Council are talking about, but he is concerned that it would prevent good people, volunteers who really want to help the community, but also want to serve on the Council. It seemed wrong to tell someone who may spend 24 hours on call that they cannot serve on the Council because they work for the city.

Senior Center Manager Bremmeyer announced that they had been an employee of the City of Gladstone for 25 years. They had an advisory board member take a job for the City in the courts department. After the advisory board member took the job, she was asked to step down from the advisory board because of the city ruling, even though she only worked a few hours per week. This has been a long standing ruling that the Council is trying to change, and she is not sure that it is a fair thing.

Mayor Byers explained that at one time, members of the fire department were on the City Council. They continued to serve until the time that they had to be classified as on-call employees for the IRS purposes. He did not know the circumstances of that, but 40 years ago the Mayor was a fireman.

Fire Chief Monte said that when he first started working at the fire department years ago, he was told that he would not be able to sit on the Council. He did not know why, but there was some kind of history on it. Just because he grew up hearing that he could not serve on the Council as a fire department employee, he cannot agree with the ordinance. There had to be some in the past that put this ordinance in place.

Councilor Sieckmann said that he would like to hear from more of the department heads to see what felt about the resolution. Police Chief Pryde asked City Attorney Abma about whether the practice that they are talking about tonight is standard or common? City Attorney Abma said that the practice is not prohibited, but it can cause conflicts. For instance if you were a city employee and they were voting about budget issues, you would have to disclose that you are conflicted and could not participate in voting or participating in the budgetary process. It is not a matter of state law; it was something that was implemented in the City Handbook. If an employee is elected to the City Council, they would have to be very careful throughout the year.

Mayor Byers noted that when members of the fire department had served on the Council and as Mayor, the city was very small. Now the population of the City is three or four times greater. Public Work Supervisor Tabor explained that he was not doubting the integrity of anyone on the fire department, but as a department head he sees the possibilities of many problems and possible conflicts. It has nothing to do with their credibility and serving the community.

Library Director Green said that they had a large number of on-calls working at the library, and that she would feel very uncomfortable having someone on the Council working for her as an on-call. She would feel that she has someone who has seniority working on her staff. She feels that it would also make members of her staff very uncomfortable. It would be hard to move forward with things that the Council member might disagree with.

Mayor asked the Recorder to please call the role.

Councilor Nelson	*Yes*
Councilor Mersereau	*No*
Councilor Martinez	*No*
Councilor Sieckmann	*Yes*
Councilor Busch	*No*
Councilor Reisner	*Yes*
Mayor Byers	*No*

The motion was defeated 4 to 3.

9. Ordinance 1452, Amending Chapter 2.32 of the Gladstone Municipal Code to Remove Pre-Residency Requirement and Reference to Inapplicable Bylaws: Assistant City Administrator Morishita read ordinance 1452 by title.

Mayor solicited a motion for the first reading of the ordinance. Councilor Martinez moved for the first reading of Ordinance 1452. Councilor Sieckmann made the second. Mayor Byers solicited for discussion.

Councilor Reisner wonders if the references to volunteer and on call be stricken from the ordinance and worded differently. Maybe the names need to be changed. Also, in the fourth paragraph down, "shall" is marked out as is "fifty." City Attorney Abma explained that that is just an attempt to remove old legalese. The number "50" is used, and it makes it easier to read to have the "fifty" in parenthesis knocked out in modern legal documents. Legal documents just aren't written that way anymore.

Mayor Byers agreed with Councilor Busch regarding the names that are used. The Gladstone Volunteer Firefighters Association is not a city name; it is only a name that the association has used. To be consistent, we should not be calling people volunteers in the ordinance. The use of volunteer in the name will have to remain until the association decides to change the name.

Fire Chief Monte said that the association is now The Gladstone Firefighters Association; the name Gladstone Volunteer Firefighters Association was dissolved and reformed under a 501.3C. Technically it is still called the Gladstone Volunteer Fire Department, still used on the buildings and letterhead. Because of the history of the fire department, Fire Chief Monte is not ready to change the name and remove the word volunteer because so many of the old volunteers are still around, even though legally they are considered on-call employees.

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Councilor Martinez read at the top of page 9-2 … "and a force of volunteer fire fighters.." that should read …"and a force of on-call fire fighters…" She doesn't know how they need to change it, but all instances of "volunteer" need to be changed to reflect the fire fighters as employees. Councilor Sieckmann was also reading from the same section, expressing the need to remove "volunteer" from the Volunteer Fire Coordinator, and from volunteers, including the Fire Chief. Councilor Martinez they just needed to rework the language in all of that.

City Attorney Abma stated even more pressing is the use of the term member. More importance right now is to get the residency thing fixed so that the Fire Department can recruit. If they want to get the other things fixed, they can bring it back in the future.

Fire Chief Monte reflected that if they can bring this back with the changes made for the September meeting, he can survive until then. City Attorney Abma said that he could do that if the Council so desired. Mayor Byers said that would be appropriate; a lot was done, but more can still be done.

Councilor Martinez asked what it took to be a "member" of the association. Fire Chief Monte replied that, unless they were honorary members, they had to be a firefighter.

Councilor Sieckmann asked how long does the initial training take. He replied that it took 4-6 months at the academy and then they would be on probation for another year. Councilor Sieckmann then asked how much it costs to train a firefighter. Fire Chief Monte replied about $2200-$2300, including the academy and equipment. Councilor Sieckmann was concerned that the firefighters would come in and take the training, then take jobs at other fire departments before the training was really paid for. Fire Chief Monte explained that they were certified after just taking the academy. He is sure that he would have them for at least a year, if not two, to finish out their task books through the department. If they stay with the department for the entire certification, the fire department comes out ahead. He also explained that most of them finish up in about 5 years, and now with the changing industry, that many of them also need to get a paramedic degree, adding another 2-4 years.

Councilor Sieckmann asked how they would determine who qualifies to work in the department from outside the area. Fire Chief Monte responded that the decisions are made between him and his officers. To make the selection, they have to be flexible and actually look at where the candidate is at.

City Attorney asked for clarification about removing the term volunteer, but in keeping the Gladstone Volunteer Fire Department. Fire Chief Monte explained that the name of the fire department would stay the same, however the terms volunteer within the narrative of the ordinance needs to be changed. Mayor Byers suggested that included the association as well. Someone remarked that the word volunteer was used in paragraph three also. City Attorney Abma said that throughout the document we have two problems, volunteers and members. He also questioned how the word members applied to

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the association. Chief Monte said that he would like to refer to his laws and rules before answering. He will get together with the City Attorney to work that out.

Councilor Martinez asked if a member of the on-call fire department has to be a member of the association. Fire Chief Monte answered "Yes." He explained that nobody has ever challenged that requirement. Councilor Nelson asked if the members had to pay dues. Again the answer was Yes. Councilor Martinez gave an example of where someone might want to be a fire fighter, but not a member of the association. Fire Chief Monte said that he requires all fire fighters be members of the association. Councilor Martinez said that she could see a situation where someone might want to be a fire fighter, but not want to join the association. Fire Chief Monte said that he would have to look it up.

Mayor Byers announced that they would take another look at this on the Council meeting on September 9, 2014.

Pat McMahon, 175 W Berkeley, had a couple of comments on the ordinance change. He feels that there is a lot more of this chapter that needs to be changed. When he looked up the municipal code chapter for the Police Department, there is none; for the Library Municipal Code there is only one paragraph. There is much of the chapter that is simply outdated and really does not need to be in the code anymore. Sections like the hiring of the Fire Marshal and Fire Chief should not be in this code.

City Attorney Abma reiterated that there is an urgency to get the residency requirements part of the code fixed, and that this may take more time. So he wanted to address the issues separately to avoid tying the Chief's hands. Mayor Byers concurred that the Council will handle the residency requirements and some of the obvious fixes in the September meeting. Other changes may be made as appropriate in future meetings.

10. Resolution 1046, Line Item Transfer for Personnel Services in the Library: *Mayor Byers asked to entertain a vote to adopt Resolution 1046. Councilor Martinez made the motion to adopt Resolution 1046; Councilor Nelson did second the motion. Mayor Byers solicited for discussion.*

Councilor Sieckmann asked for clarification on the line item transfers, they seemed backward.

Library Director Green handed out pages to the Council members. She is facing staffing issues as they prepare to open the library on Sundays. Now that 50% of her staff has Master of Library Science degrees, they are looking in other areas for full time positions – she recently lost 3. She introduced Lauren who is the "16 hour position." They are seeking to make Lauren a full time employee to cover the 2 Sunday positions. She would be absorbing three positions that Director Green had posted as three 19 hour positions into one full-time position. It would also include the need to provide benefits, which she had included in the proposal as $15,000. In addition to getting Lauren's full-time position, that she needed to get approval for the other part-time reference position so she can post it.

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Lauren is currently the 2231, Library Assistant II. She would also become the 2233 and the 2234 positions. That will still require one additional Sunday position for two staff members for Sunday operation – that would be the 2236 position for which she must hire.

Mayor Byers solicited for vote. Resolution passed unanimously.

11. Approval to Award RFQ Bid for the Arlington Street Drainage Project: Public Works Supervisor Tabor explained that the City has a problem with water drainage on East Arlington Street by 82nd Drive filling a residential garage. He had asked Sisul Engineering for a bid to run a storm line down that area through multiple catch basins, and into the storm line on Columbia Street. He went out for RFPs to fulfill the project.

Only one of the bids came in at the level that fit within the budget for the project ($35,000), Timberline Development $34,020.30. He asked that the Council approve Timberline Development for this project.

He added that some questions were raised during the week about possible change orders and he had provided them to the Council. He explained that change orders happen, but they must go through an engineering approval and an approval process through the City through the Public Works Supervisor or the City Administrator. He considers that bid a fair and equitable bid. On comment from the Mayor, he added that they have worked for the city many years without problems.

Councilor Reisner said that he received a copy of the bid for $68,000 from Jeff Kersey via email. Were the others emailed out? Assistant City Administrator replied that originally they only received the low bids for items 11 and 12. They received the other bids when another councilperson requested copies of the bids from Jeff Kersey and Jim Smith.

Councilor Reisner could not find the low bids for the item 11 bid request. He wondered why, if the bids were in, the Council did not get them in their packets so they could examine them ahead of time. They had received incomplete email information without a staff report or without other supporting information to explain the RFB or bid process. They received no explanation or recommendation of why the bid should be accepted for work and experience.

Public Works Supervisor Tabor said that they always go out for sealed bids, and that his recommendation is to accept the bid for $34,020.30. He got the bids because they were having a flooding issue, and he had an engineering firm look for a solution, then go out for competitive bids. He said he understood the problem and would provide better information for bids in the future.

Councilor Mersereau explained that he had asked to see the bids so that he could get an average of the higher bids and find out why the low bid was so much lower than the others – it looked like they saved $15,200 just in the first item – Mobilization, possibly

because they resided right in Gladstone. He had asked Supervisor Tabor specifically about any add-ons, because he understood that some contractors can use the area for raising the price of the bid.

Public Works Supervisor Tabor said that there were no add-on issues. He admitted that he relied on Timberline Development's knowledge of Gladstone and its infrastructure because they had worked for the City for so long. This is a pretty cut-and-dry project.

Gary Nichols, owner and president of Timberline Development, explained that one of the reasons that the other bidders were so high was that when their bids went over $50,000, they had to figure all wages at BOLI rate, which raises the bid substantially. He also didn't figure in a lot of traffic control because he will just shut the street down for one block and route traffic around it. Those two items alone probably make up a $20,000 difference.

Councilor Martinez asked Public Works Supervisor Tabor what the bid requirements are since they represent a governmental agency. Public Works Supervisor Tabor deferred to the City Attorney. City Attorney Abma explained that there were many factors that were involved, one of which is the level of the bid, which in this case was under $100,000. The other is how the City evaluates the bid, which in this case was "Best Interest" which allows the City to select the bid which is in the best interest of the City, even if it is not the lowest bid. In this case, however, the lowest bid was considered in the best interest of the City. In some projects, the City is mandated to use the lowest "qualified" bidder. If one of the bidders were to bid much lower than all others, the City may determine it to be not qualified because it is not prepared to provide the same level of service as the others – something is missing.

Councilor Mersereau says that one of the things that the Council should be considering is due diligence; do we have enough information to make a good decision? When the Councilors are trying to make a decision, they need certain information, such as a description of the project, which was just given to the Council verbally. Other things like how it affects cash flow of the City, justification for the spending, and other options that might have been available to solve the problem. Why were other options rejected? Having that kind of information is pertinent to making decisions on bids like this. Essentially, there are these questions because they do not receive written information that they need to consider for approval. We are spending a lot of money on something, why is it justified?

Mayor Byers suggested that maybe they adopt the format that City Administrator Boyce uses. He used it for the dog park. If we used something like that, we would know where we are looking for the information.

Public Works Supervisor Tabor promised that in the future the bid information would be much more complete and in an easier format to display the information. Right now, he sees a fix for an ongoing problem that the City has, and he has the bid to get it fixed, and

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he wants to get it done. He says that he has no secretarial staff that would be needed to provide future bids in the kind of format that is being requested.

Councilor Sieckmann asked what the timeframe was for the project. Public Works Supervisor Tabor deferred to Gary Nichols, who figured it should take about a week.

Councilor Martinez moved to accept the low bid on this item; Councilor Nelson did second the motion. Mayor Byers solicited for discussion. No discussion. Mayor Byers asked for the vote. Motion passed unanimously.

12. Approval to Award RFQ Bid for the Cross Park ADA Sidewalk Improvement: Public Works Supervisor Tabor explained that this project developed when trying to get the pathway built from Dahl Beach Road under the 99E bridge, where Federal requirements for additional studies halted the construction. At the time the City had already spent about $18,000, and to meet the Federal requirements could see spending another $18,000. To help solve the issue, he had approached METRO with an alternative to provide better handicap access to the lower river access and better access through Cross Park, where they have a lot of issues getting access to handicapped users. To do so, METRO would provide access to funds through their green space program.

The first time the bids went out, no one bid on the project at all. He had Sisul Engineering put the bid calls out again. The only two bids came from Jim Smith Excavating and Jeff Kersey Excavating. He asked for approval for spending $78,000 of Metro Green Space money.

Councilor Martinez moved to accept the Jeff Kersey bid for the project; Councilor Nelson motioned second. Mayor Byers asked for discussion. No discussion. Mayor asked for vote. Motion passed unanimously.

BUSINESS FROM THE COUNCIL

Mayor Byers poled the members of the Council for business.

Councilor Mersereau recounted the success of the 2nd Annual Car Show with 231 paid cars, which raised $3554, the Doernbecher Rep raised $400. All $354 was given to Gladstone Children Families, with 50% going to them and 50% going to the Rotary who is going to give some to GCCF as well as the High School Scholarship Foundation. The Lacey Lady Bomber will be moved on August 13 to the Aurora Airport where they hope to restore it to flying status (about $6 M).

Councilor Martinez reported that Sunday is Servant Sunday for the Gladstone Ministerial Association. They have about 6 projects lined up where they will be helping out people who need it, usually senior citizens and the schools. Mayor Byers asked about the status of Pastor Dunfee. She said that at one time he was the Chaplain at the fire department, and that he had been called back to active duty in the Navy. He is stationed in Afghanistan, and will probably be there for another 9 months.

Councilor Sieckmann took the opportunity to thank the Council for having the confidence in him to do the job. He is ready to step in and go to work.

Councilor Busch sent an email to the Council members regarding a meeting at C4 regarding one of the topics about forming an Area Commission on Transportation. The ACT is a local body that forms recommendations to the STIP (State Transportation Improvement Plan). Each year a plan is formed for about 3 years in the future. Currently there is no ACT for Area 1, which includes Hood River County, Clackamas County, Multnomah County, and Washington County. That means that Area 1 has no input to ODOT about how transportation money is spent for the area. Unfortunately, the meeting is August 18, so they won't be able to make input on this one. He would like to have input from the Council members regarding ACT.

Councilor Reisner reported that the Traffic Safety Commission met a couple of weeks ago. They are planning to obtain and use some of the RADAR controlled flashing speed control signs around for traffic control. He wanted to know what the status of the barrier at the elementary school is. Public Works Supervisor Tabor reported that the cost for the barrier is going to be about $7,000. He had talked with Chris Green of the school district and they are going to split the cost, so the City will only pay $3500. He ordered them already, and is hoping to have them up in time for school. The Traffic Informational Signs are about $5000 each, of which they would need two to be moved around town to keep drivers aware of what they are doing. He also reported about the cards that the Council received regarding the Tri-City Sewer. He is hoping that maybe the four entities can get together to work things out regarding the right-of-way.

Mayor Byers had heard that Oregon City has determined to stay the course on the Tri-Cities Services. He said that Oregon City already charges their Sewer and Water customers a 6% fee. He informed the County that Gladstone did not want to be involved in a law suit with a neighboring city.

Councilor Reisner reported that he had taken the time to visit Judge Beloof's court and is impressed with the way she handles people, and with her ability to mete out justice. Her appointment was a real plus for the city.

Mayor Byers reported that the Festival was a great event for the City, and also wanted to acknowledge the people who worked on the National Night Out against Crime event. It was more impressive and had grown in events. He also reported that on Thursday, August 14, the Clackamas County Historical Society would be a celebrating VJ Day – the victory over Japan. He encouraged people to attend.

ADJOURN

Meeting was adjourned. No time stated.

INFORMATION ONLY

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- Emergency Preparedness
- 2013 Municipal Ordinance Specialist Statistics

Council meeting was adjourned. No time stated.

Approved by the Mayor this _____ day of _____, 2014.

ATTEST:

_____ _____

Wade Byers, Mayor Jolene Morishita, Assistant City Administrator

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City of Gladstone

Month: August 2014

Payroll

8/11/14	Final Payroll Ck	#76579	923.71	Payroll	
8/13/14	Final Payroll Ck	#76744	328.50	Payroll	
8/29/14	Payroll Checks	#76756 - 76801	41,552.01	Payroll	
8/29/14	Payroll Direct Dep.		150,600.32	Payroll	
			193,404.54	Total	

Manual/ Machine/ Month End Checks

8/12/14	Check	#76580 - 76583	44,127.16	Misc AP	
8/13/14	Check	#76584 - 76743	357,414.43	July A/P	Approved 08/12/14
8/13/14	Check	#76745 - 76747	2,860.00	Misc AP	
8/20/14	Check	#76748 - 76754	62,421.16	Misc AP	
8/25/14	Check	#76755	539,138.88	Lib Cap Close	(Moved to U/R)
8/29/14	Check	#76802 - 76831	23,227.38	Misc AP	
			1,029,189.01	Total	

				Misc UR	
Urban Renewal Checks					
			0.00	Total	

Outstanding Invoices					
			265,392.61	Total	

August Monthly **1,487,986.16** **Total**

September 9, 2014

Council Approval

Payroll

G/L Distribution Report

User: anderson
Batch: 80814.08.2014 COMPUTER
City of Gladstone

Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
001-000-140000	0.00	923.71	CASH IN BANK
001-000-290002	0.00	155.84	SOCIAL SECURITY W/H
001-000-290003	0.00	3.79	STATE TAX W/H
001-000-290004	0.00	1.72	WBF WORKDAY ASSESS
001-000-290005	0.00	7.13	UNEMPLOYMENT
001-000-290007	0.00	7.37	TRI-MET TAX
001-000-290104	0.00	12.23	UNION DUES W/H
001-000-290111	0.00	144.22	RETIREMENT/PERS
001-029-102500	237.50	0.00	PAYROLL COSTS
001-029-222000	1,018.51	0.00	LIBRARY ASSISTANT II
Section 1 Total:	**1,256.01**	**1,256.01**	
Report Total:	**1,256.01**	**1,256.01**	

Payroll

G/L Distribution Report

User: anderson
Batch: 81314.08.2014 COMPUTER
City of Gladstone

Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
001-000-140000	0.00	328.50	CASH IN BANK
001-000-290002	0.00	56.12	SOCIAL SECURITY W/H
001-000-290003	0.00	9.52	STATE TAX W/H
001-000-290004	0.00	1.24	WBF WORKDAY ASSESS
001-000-290005	0.00	2.57	UNEMPLOYMENT
001-000-290007	0.00	2.65	TRI-MET TAX
001-027-102500	33.90	0.00	PAYROLL COSTS
001-027-201000	366.70	0.00	PLAYGROUND AIDES
Section 1 Total:	**400.60**	**400.60**	
Report Total:	**400.60**	**400.60**	

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Payroll

G/L Distribution Report

User: anderson
Batch: 81315.08.2014 COMPUTER
City of Gladstone

Account Number	Debit Amount	Credit Amount	Description
Section 1 001	GENERAL FUND		
001-000-140000	62,354.85	0.00	CASH IN BANK
001-000-290000	0.00	150,600.32	DIRECT DEPOSIT LIABILITIES
001-000-290001	0.00	32,462.36	FEDERAL WITHHOLDING W/H
001-000-290002	0.00	43,377.90	SOCIAL SECURITY W/H
001-000-290003	0.00	18,799.86	STATE TAX W/H
001-000-290004	0.00	315.98	WBF WORKDAY ASSESS
001-000-290005	0.00	1,984.58	UNEMPLOYMENT
001-000-290007	0.00	2,051.78	TRI-MET TAX
001-000-290008	0.00	1,306.29	MISCELLANEOUS
001-000-290102	0.00	5,989.00	CREDIT UNION W/H
001-000-290103	0.00	51,976.02	HEALTH INS W/H
001-000-290104	0.00	1,892.98	UNION DUES W/H
001-000-290105	0.00	6,083.33	DEFERRED COMP W/H
001-000-290108	0.00	123.55	LIFE INSURANCE/PU
001-000-290111	0.00	41,105.46	RETIREMENT/PERS
001-000-290112	0.00	3,677.57	RETIREMENT
001-000-290114	0.00	800.00	FIREFIGHTER HOUSE DUES
001-000-290115	0.00	911.36	DISABILITY INSURANCE
001-000-290124	0.00	1,666.73	VEBA HEALTH CONTRIBUTIONS
001-000-290125	0.00	528.33	SECTION 125 FLEX HEALTH
001-021-100000	9,311.13	0.00	CITY ADMINISTRATOR
001-021-100500	7,160.63	0.00	ASSISTANT CITY ADMINSTRATOR
001-021-101500	4,839.87	0.00	ADMIN SECRETARY/REC COORDINATO
001-021-102000	5,709.04	0.00	ACCOUNT CLERK (FINANCE)
001-021-102300	96.76	0.00	OVERTIME
001-021-102500	10,993.38	0.00	PAYROLL COSTS
001-022-102500	3,663.32	0.00	PAYROLL COSTS
001-022-120500	4,695.88	0.00	MUNICIPAL COURT CLERK
001-022-121000	4,334.40	0.00	ASSISTANT COURT CLERK
001-024-102500	46,437.38	0.00	PAYROLL COSTS
001-024-140000	8,712.35	0.00	POLICE CHIEF
001-024-140300	6,871.19	0.00	POLICE LIEUTENANT
001-024-140500	7,331.88	0.00	POLICE SERGEANT
001-024-141000	7,402.29	0.00	POLICE SERGEANT

Account Number	Debit Amount	Credit Amount	Description
001-024-141500	5,524.30	0.00	POLICE ACTING SERGEANT
001-024-142000	7,012.07	0.00	POLICE DETECTIVE
001-024-142300	6,281.50	0.00	POLICE DETECTIVE
001-024-142500	5,242.08	0.00	POLICE OFFICER
001-024-143000	4,302.41	0.00	POLICE OFFICER
001-024-143500	4,302.41	0.00	POLICE OFFICER
001-024-146000	5,530.63	0.00	POLICE OFFICER
001-024-146200	4,972.00	0.00	POLICE OFFICER
001-024-146400	2,915.79	0.00	POLICE OFFICER
001-024-146500	2,054.90	0.00	MUNICIPAL ORDINANCE SPECIALIST
001-024-150000	3,689.36	0.00	POLICE RECORDS CLERK
001-024-152500	14,071.36	0.00	OVERTIME
001-024-152600	1,253.03	0.00	TRAINING OVERTIME
001-025-102500	7,394.86	0.00	PAYROLL COSTS
001-025-170000	1,148.78	0.00	FIRE CHIEF
001-025-170300	6,657.12	0.00	FIRE MARSHAL
001-025-171000	26,024.58	0.00	ON-CALL FIREFIGHTERS
001-026-102500	3,115.36	0.00	PAYROLL COSTS
001-026-190000	665.70	0.00	PUBLIC WORKS SUPERVISOR
001-026-190500	4,690.27	0.00	UTILITY WORKER, JOURNEY
001-027-102500	489.97	0.00	PAYROLL COSTS
001-027-201000	3,018.34	0.00	PLAYGROUND AIDES
001-027-201500	2,290.10	0.00	FIELD MAINTENANCE CREW
001-028-102500	5,431.04	0.00	PAYROLL COSTS
001-028-208500	5,892.32	0.00	SENIOR CENTER MANAGER
001-028-209500	1,850.84	0.00	TRAM DRIVER
001-028-210000	1,144.88	0.00	CENTER ASSISTANT
001-028-210500	2,382.02	0.00	NUTRITION CATERER
001-029-102500	9,297.89	0.00	PAYROLL COSTS
001-029-220000	6,187.79	0.00	LIBRARY DIRECTOR
001-029-221500	3,269.27	0.00	LIBRARY ASSISTANT II
001-029-222500	4,421.63	0.00	LIBRARY ASSISTANT II
001-029-222800	4,062.34	0.00	LIBRARY ASSISTANT II
001-029-223000	3,963.27	0.00	LIBRARY ASSISTANT II
001-029-223100	1,203.43	0.00	LIBRARY ASSITANT II
001-029-223200	570.53	0.00	LIBRARY AIDE
001-029-223500	3,414.88	0.00	ON CALL LIB ASSISTANT
Section 1 Total:	**365,653.40**	**365,653.40**	
Section 1 003	SEWER FUND		
003-000-140000	0.00	17,262.94	CASH IN BANK
003-003-102500	4,904.32	0.00	PAYROLL COSTS
003-003-300300	2,330.00	0.00	PUBLIC WORKS SUPERVISOR

Account Number	Debit Amount	Credit Amount	Description
003-003-300700	2,345.15	0.00	UTILITY WKR,JOURNEY/MAINT TECH
003-003-301000	5,986.05	0.00	UTILITY WORKER
003-003-301200	1,697.42	0.00	ACCOUNT CLERK
Section 1 Total:	**17,262.94**	**17,262.94**	
Section 1 004	WATER FUND		
004-000-140000	0.00	23,496.45	CASH IN BANK
004-004-102500	7,592.12	0.00	PAYROLL COSTS
004-004-400300	1,997.14	0.00	PUBLIC WORKS SUPERVISOR
004-004-400700	2,345.12	0.00	UTILITY WKR,JOURNEY/MAINTENANC
004-004-401000	5,057.14	0.00	UTILITY WORKER, JOURNEY
004-004-401200	1,697.41	0.00	ACCOUNT CLERK
004-004-401500	4,807.52	0.00	UTILITY WORKER, JOURNEY
Section 1 Total:	**23,496.45**	**23,496.45**	
Section 1 005	ROAD & STREET FUND		
005-000-140000	0.00	13,086.12	CASH IN BANK
005-005-102500	3,897.49	0.00	PAYROLL COSTS
005-005-501500	1,664.28	0.00	PUBLIC WKS SUPERVISOR
005-005-502000	4,872.78	0.00	UTILITY WORKER, JOURNEY
005-005-502300	2,651.57	0.00	SEASONAL HELP
Section 1 Total:	**13,086.12**	**13,086.12**	
Section 1 008	POLICE/COMMUNC LEVY FUND		
008-000-140000	0.00	34,661.91	CASH IN BANK
008-008-102500	11,910.81	0.00	PAYROLL COSTS
008-008-800500	5,541.61	0.00	SCHOOL RESOURCE OFFICER
008-008-801000	4,302.41	0.00	POLICE OFFICER
008-008-801500	5,242.08	0.00	POLICE OFFICER
008-008-802500	2,054.93	0.00	MUNICIPAL ORDINANCE SPECIALIST
008-008-802700	4,399.89	0.00	EXECUTIVE ASSISTANT
008-008-803000	1,210.18	0.00	OVERTIME
Section 1 Total:	**34,661.91**	**34,661.91**	
Section 1 009	FIRE/EMERG SERVICES LEVY FUND		
009-000-140000	0.00	15,399.44	CASH IN BANK
009-009-102500	3,892.74	0.00	PAYROLL COSTS
009-009-900500	8,461.43	0.00	FIRE COORDINATOR
009-009-901500	3,045.27	0.00	SEASONAL HELP
Section 1 Total:	**15,399.44**	**15,399.44**	

Account Number	Debit Amount	Credit Amount	Description
Report Total:	469,560.26	469,560.26	

Clearing House

Distribution Report

JE 54

User: anderson
Printed: 08/26/2014 - 1:21PM
Batch: 00001.08.2014

Account Number	Debit	Credit	Account Description
001-000-140000	0.00	150,600.32	CASH IN BANK
001-000-290000	150,600.32	0.00	DIRECT DEPOSIT LIABILITIES
	150,600.32	150,600.32	
Report Totals:	150,600.32	150,600.32	

Accounts Payable

Checks by Date - Detail by Check Date

User: sledoux
Printed: 9/4/2014 10:34 AM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
76580	00551M IN0012300	Auto Additions Auto Additions - Ford Interceptor	08/12/2014	38,475.60
			Total for Check Number 76580:	38,475.60
76581	03319	Graves, Eric Graves reimbursement	08/12/2014	120.40
			Total for Check Number 76581:	120.40
76582	06251A Title/Reg	Oregon, State of Oregon DMV - Title/Reg	08/12/2014	209.00
			Total for Check Number 76582:	209.00
76583	07021 000731470483900	Portland General Electric PGE	08/12/2014	5,322.16
			Total for Check Number 76583:	5,322.16
			Total for 8/12/2014:	44,127.16
			Report Total (4 checks):	44,127.16

Accounts Payable

Checks by Date - Detail by Check Date

User: sledoux
Printed: 9/4/2014 10:34 AM

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
76584	00030	A & A Drilling Inc.	08/13/2014	
	43877	A & A Drilling-supplies		1,175.00
			Total for Check Number 76584:	1,175.00
76585	00160	A Better Glass Shop	08/13/2014	
	232	Better Glass Shop. Book drop change.		250.00
			Total for Check Number 76585:	250.00
76586	00282	Adventist Medical Center	08/13/2014	
	49894	Adventist/Physical		69.00
			Total for Check Number 76586:	69.00
76587	00286	Airgas-Norpac Inc	08/13/2014	
	9029722455	Airgas - Oxygen		32.31
	9029722456	Airgas -		38.14
			Total for Check Number 76587:	70.45
76588	00438	Alexin Analytical Laboratories	08/13/2014	
	18758	Alexin Labs - water test		288.00
			Total for Check Number 76588:	288.00
76589	00367A	Amazon	08/13/2014	
	108885700018	Amazon		11.13
	112964982465	Amazon		-8.02
	144541099011	Amazon		23.48
	178432107048	Amazon		49.61
	223096459755	Amazon		-0.02
	246301278528	Amazon		194.77
			Total for Check Number 76589:	270.95
76590	00393	American Heating Inc	08/13/2014	
	158352	American Heating/City Hall AC		363.75
			Total for Check Number 76590:	363.75
76591	00415	American Messaging	08/13/2014	
	W41035180H	American Msg		158.90
			Total for Check Number 76591:	158.90
76592	00434	American Security Alarms	08/13/2014	
	56583	American Security Alarm - Qtrly Svc.		22.47
	56583	American Security Alarm - Qtrly Svc.		22.46
	56583	American Security Alarm - Qtrly Svc.		22.46
	56583	American Security Alarm - Qtrly Svc.		22.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	56584	American Security Alarms - Alarm Svc		59.85
	56585	American Security Alarm - Qtrly Svc.		89.85
			Total for Check Number 76592:	239.55
76593	00551M	Auto Additions	08/13/2014	
	IN0012028	Auto Additions		2,032.51
	IN0012219	Auto Additions		3,789.53
	IN0012267	Auto Additions		38,407.35
	IN0012268	Auto Additions		355.00
	IN0012270	Auto Additions		225.56
	IN0012290	Auto Additions		355.00
			Total for Check Number 76593:	45,164.95
76594	00616	Baker & Taylor Inc	08/13/2014	
	4010920339	Baker & Taylor - books		178.70
	4010926331	Baker & Taylor - books		133.71
	4010928035	Baker & Taylor - books		151.12
	4010930984	Baker & Taylor - books		296.51
	4010931986	Baker & Taylor - books		335.63
	4010934733	Baker & Taylor - books		600.62
	4010935970	Baker & Taylor - books		106.66
	4010937778	Baker & Taylor - books		66.36
	4010939669	Baker & Taylor - books		151.44
	T06294070	Baker & Taylor - books		12.37
	T06564110	Baker & Taylor - books		16.89
			Total for Check Number 76594:	2,050.01
76595	00633M	Bartel Contracting	08/13/2014	
	714016	Bartel - Library Ceilling		1,037.00
			Total for Check Number 76595:	1,037.00
76596	00640	Bateman Senior Meals	08/13/2014	
	GL713114	Bateman Senior Meals		296.80
	GLCLK713114	Bateman Senior Meals		262.58
			Total for Check Number 76596:	559.38
76597	00650	BBC Steel Corp.	08/13/2014	
	14070602	BBC Steel		300.00
			Total for Check Number 76597:	300.00
76598	00739	Beery,Elsner & Hammond LLP	08/13/2014	
	11733	Beery, Elsner & Hammond - elections		390.00
	11733	Beery, Elsner & Hammond - general		914.03
	11733	Beery, Elsner & Hammond - Gov/City Council		1,324.80
	11733	Beery, Elsner & Hammond - Land Use		1,020.02
	11733	Beery, Elsner & Hammond - Park/Rec		3,227.50
	11733	Beery, Elsner & Hammond - Personnel		1,924.33
	11733	Beery, Elsner & Hammond - Records		0.98
	11733	Beery, Elsner & Hammond - Public Safety		17.50
	11733	Beery, Elsner & Hammond - Public Works		237.50
	11733	Beery, Elsner & Hammond - Risk Mgmt		1,394.35
			Total for Check Number 76598:	10,451.01
76599	00875	Blumenthal Uniforms	08/13/2014	
	78856	Blumenthal Uniforms		44.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76599:	44.00
76600	00967M	Brian's Plumbing Works	08/13/2014	
	692716	Brian's Plumbing - Library		305.00
			Total for Check Number 76600:	305.00
76601	00980	Brodart Co.	08/13/2014	
	358937	Brodart - Library		173.26
	361370	Brodart - Library		314.07
			Total for Check Number 76601:	487.33
76602	00993	Brown & Caldwell	08/13/2014	
	53220439	Brown & Caldwell		8,424.11
	53220439	Brown & Caldwell		8,424.12
			Total for Check Number 76602:	16,848.23
76603	01070M	Byers Septic Tank Service	08/13/2014	
	3073	Byer's Septic - Meldrum Bar		350.00
			Total for Check Number 76603:	350.00
76604	01839	C-More Pipe Services	08/13/2014	
	14-1317	C-More Pipe - Storm pipe clean		1,650.00
			Total for Check Number 76604:	1,650.00
76605	01098	Canby Rod & Gun Club	08/13/2014	
	Assessment	Canby Rod & Gun - Assessment		300.00
			Total for Check Number 76605:	300.00
76606	01890	Dave Cannon	08/13/2014	
	0806	Dave Cannon		972.65
			Total for Check Number 76606:	972.65
76607	01162	Carroll, Mark Signs & Graphics	08/13/2014	
	491224	Mark Carroll Signs & Graphics		125.00
			Total for Check Number 76607:	125.00
76608	01184	Cash and Carry Smart Foodsrvc	08/13/2014	
	189334	Cash & Carry - summer programs		147.82
			Total for Check Number 76608:	147.82
76609	01230	Central City Concern	08/13/2014	
	Stmt	Central City - Hooper Detox admissions		290.00
			Total for Check Number 76609:	290.00
76610	01276	Chemsearch	08/13/2014	
	1562625	Chemsearch - supplies		377.80
			Total for Check Number 76610:	377.80
76611	01343	Cintas Corporation No. 2	08/13/2014	
	8401194648	Cintas		88.35
	8401300693	Cintas		88.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76611:	176.70
76612	01375	Clackamas Auto Parts Inc	08/13/2014	
	220192	Clackamas Auto - vehicle maint.		35.27
	220255	Clackamas Auto - vehicle maint.		43.91
	220647	Clackamas Auto - vehicle maint.		7.90
	222915	Clack Auto Parts		37.07
			Total for Check Number 76612:	124.15
76613	01621	County of Clackamas,	08/13/2014	
	39241	Clack Co. - work crew		2,040.00
	39245	Clackamas Co. - Diversion panel		2,500.00
	40234	Clack Co. - database		5,054.81
	40444	Clackamas Co. - Elect Svc.		65.00
	40467	Clackamas Co. - Ammo		640.00
	40468	Clackamas Co. - fingerprints		60.00
	40783	Clackamas Co. - Dispatch		7,190.33
	40788	Clackamas Co. - Dispatch		9,894.42
			Total for Check Number 76613:	27,444.56
76614	01576	Clackamas, County of	08/13/2014	
	26914	Clack Co. Planning - Traffic		2,724.18
	26915	Clack Co. Planning - Traffic		184.62
	26916	Clack Co. Planning - Traffic		587.21
	26917	Clack Co. Planning - Traffic		7,381.04
	26918	Clack Co. Planning - Traffic		1,131.57
	26919	Clack Co. Planning - Traffic		1,307.85
	26920	Clack Co. Planning - Planning		2,701.70
			Total for Check Number 76614:	16,018.17
76615	01585	Clackamas, County of	08/13/2014	
	2014-206	Clack. Co. - PS Maint.		459.98
	2014-207	Clack. Co. - Lab.		202.29
	2014-208	Clack. Co. - Lab.		9.20
	2014-209	Clack. Co. - PS Maint.		238.68
	Connect turnove	Clack. Co. - Connect turnovers		22,644.20
			Total for Check Number 76615:	23,554.35
76616	01810	Classic Pool & Spa	08/13/2014	
	001-139617	Classic pool - supplies		83.95
	001-139768	Classic pool - supplies		16.90
	001-139769	Classic pool - supplies		-20.00
	001-140232	Classic pool - supplies		73.90
	001-140937	Classic pool - supplies		112.85
	142701	Classic Pool		112.85
	142705	Classic Pool		9.95
			Total for Check Number 76616:	390.40
76617	01839M	Coastal Farm & Home Supply	08/13/2014	
	015745	Coastal Farm		79.99
			Total for Check Number 76617:	79.99
76618	01893G	Comcast	08/13/2014	
	877810229072574	Comcast		114.99

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76618:	114.99
76619	01893	Comcast Cable	08/13/2014	
	877810229022642	Comcast		74.70
			Total for Check Number 76619:	74.70
76620	01893D	Comcast Cable	08/13/2014	
	0732582 07/21	Comcast		135.02
			Total for Check Number 76620:	135.02
76621	01893E	Comcast Cable	08/13/2014	
	877810229073855	Comcast		99.80
			Total for Check Number 76621:	99.80
76622	01916	Community Classifieds	08/13/2014	
	15733590	Community Classified - recruitment		63.00
			Total for Check Number 76622:	63.00
76623	02146	Curtis, L. N. Co.	08/13/2014	
	2115224-00	L.N. Curtis & Sons		87.12
	2115286-00	L.N. Curtis & Sons		96.94
	2115748-00	L.N. Curtis & Sons		78.22
	2115825-00	L.N. Curtis & Sons		870.25
			Total for Check Number 76623:	1,132.53
76624	02245	Day Wireless Systems Inc	08/13/2014	
	158089-00	Day Wireless		453.50
	358035	Day Wireless		432.60
			Total for Check Number 76624:	886.10
76625	02252M	Delta Auto Glass Inc	08/13/2014	
	97946	Delta Auto Glass		231.00
			Total for Check Number 76625:	231.00
76626	02256	Demco	08/13/2014	
	41970825	Demco - Labels		127.59
	5338377	Demco - Labels		117.74
	5347798	Demco - Labels		30.07
			Total for Check Number 76626:	275.40
76627	02274	Detroit Industrial Tool	08/13/2014	
	507396	Detroit Industrial		1,529.36
			Total for Check Number 76627:	1,529.36
76628	02328	Displays2Go	08/13/2014	
	in-1182776	Displays to Go - Pocket floor stand		498.96
			Total for Check Number 76628:	498.96
76629	02396	DPS Inc	08/13/2014	
	97663	DPS, Inc. - printer repair		105.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76629:	105.00
76630	02414M	Duke's Root Control	08/13/2014	
	10245	Duke's - sewer root control		4,322.95
			Total for Check Number 76630:	4,322.95
76631	02510G	Eastside Paving Inc	08/13/2014	
	07081401	Eastside Paving		6,550.00
	07111404	Eastside Paving		1,800.00
			Total for Check Number 76631:	8,350.00
76632	02540	Ed's Mower & Saw Shoppe	08/13/2014	
	72699	Ed's Mower		19.95
	72832	Ed's Mower		161.75
			Total for Check Number 76632:	181.70
76633	02731	Executive Copy & Printing	08/13/2014	
	59894	Executive Copy - business cards		227.43
	60172	Ex. Copy - newsletter printing		1,630.52
			Total for Check Number 76633:	1,857.95
76634	02731G	Extreme Products	08/13/2014	
	23313	Extreme Products - lapel mic		108.29
			Total for Check Number 76634:	108.29
76635	02798	Factory Reps Co Inc	08/13/2014	
	128664	Factory Reps - waste bags		994.50
	129438	Factory Reps		165.00
			Total for Check Number 76635:	1,159.50
76636	02813H	Fastenal	08/13/2014	
	ORP0918936	Fastenal		31.91
	ORPO	Fastenal - Leg bolts		69.49
			Total for Check Number 76636:	101.40
76637	02889M	FlashAlert Newswire	08/13/2014	
	7065	Flash Alert - Newswire		232.00
			Total for Check Number 76637:	232.00
76638	02941	Fowler, H.D. Co. Inc.	08/13/2014	
	13676929	Fowler - supplies		439.45
	13693111	Fowler - supplies		1,252.15
			Total for Check Number 76638:	1,691.60
76639	03151	General Tree Service	08/13/2014	
	510578	General Tree/Maintenance		109.00
			Total for Check Number 76639:	109.00
76640	03300	Gold Wrench	08/13/2014	
	54735	Gold Wrench		397.40
	54750	Gold Wrench		63.10
	54785	Gold Wrench		161.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	54872	Gold Wrench		459.95
	54888	Gold Wrench		106.15
	54890	Gold Wrench		29.70
	54900	Gold Wrench		1,489.55
	54999	Gold Wrench		653.95
			Total for Check Number 76640:	3,361.70
76641	03490	Harbor Freight Tools	08/13/2014	
	661246	Harbor Freight		13.98
			Total for Check Number 76641:	13.98
76642	03509	Harrington Industrial Plastics	08/13/2014	
	009E8876	Harrington- pump supplies		52.37
			Total for Check Number 76642:	52.37
76643	03676	Home Depot Credit	08/13/2014	
	073114	Home Depot		52.77
	1013373	Home Depot		806.57
	1016462	Home Depot		23.14
	1016590	Home Depot		13.04
	1093957	Home Depot		51.69
	1096148	Home Depot		16.96
	13119	Home Depot		29.58
	183285	Home Depot		80.28
	2011843	Home Depot		30.62
	2022886	Home Depot		51.45
	3240973	Home Depot		114.40
	4023099	Home Depot		228.97
	4183550	Home Depot		31.38
	4245274	Home Depot		65.91
	5011495	Home Depot		86.45
	5583803	Home Depot		187.88
	6010581	Home Depot		30.17
	7244673	Home Depot		46.42
	8017486	Home Depot		22.12
	8091962	Home Depot		91.09
	8094164	Home Depot		59.94
	9155061	Home Depot		-3.97
	9244793	Home Depot		11.07
	9563362	Home Depot		29.99
			Total for Check Number 76643:	2,157.92
76644	03677	HomeTown Hearth & Grill	08/13/2014	
	211063	Hometown Hearth - propane		12.83
			Total for Check Number 76644:	12.83
76645	03818	Honey Buckets	08/13/2014	
	1-960077	Honey Buckets		336.22
	1-960283	Honey Buckets		93.00
	1-965875	Honey Buckets		93.00
	1-969084	Honey Buckets		480.44
	1-975308	Honey Buckets		85.00
	1-976102	Honey Buckets		85.00
	1-976103	Honey Buckets		199.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76645:	1,371.66
76646	03765	Houston, Marc R	08/13/2014	
	08/15 - 09/15	Dr. Houston		800.00
			Total for Check Number 76646:	800.00
76647	03810	Hughes Fire Equipment	08/13/2014	
	486928	Hughes Fire		307.25
			Total for Check Number 76647:	307.25
76648	03863M	In and Out Auto Care LLC	08/13/2014	
	022939	In & Out Auto		389.51
	023021	In & Out Auto		833.83
	023058	In & Out Auto		69.95
	023063	In & Out Auto		134.88
	023085	In & Out Auto		95.95
	023099	In & Out Auto		1,464.49
			Total for Check Number 76648:	2,988.61
76649	03868	Industrial Tire Service	08/13/2014	
	1001877204	Industrial Tire		2,065.62
			Total for Check Number 76649:	2,065.62
76650	04136	Johnson Creek Rentals	08/13/2014	
	49638	Johnson Crk Rentals - stump grinder		94.00
			Total for Check Number 76650:	94.00
76651	04142	Johnson, Robert C	08/13/2014	
	316	Robert Johnson		691.50
			Total for Check Number 76651:	691.50
76652	04152	Jolley, Jeff	08/13/2014	
	reimbursement	Jeff Jolley		15.00
			Total for Check Number 76652:	15.00
76653	04240S	Keith's Sporting Goods Inc	08/13/2014	
	08012014-01	Keith's Sporting Goods		1,227.00
			Total for Check Number 76653:	1,227.00
76654	04244E	Keystone Contracting	08/13/2014	
	14-169x	Keystone Contracting - Asbestos Abatement		1,800.00
			Total for Check Number 76654:	1,800.00
76655	04261M	Shannon Kmetic	08/13/2014	
	072814	Kmetic		3,000.00
			Total for Check Number 76655:	3,000.00
76656	04379	Landa Northwest	08/13/2014	
	82207	Landa NW - supplies		324.54
			Total for Check Number 76656:	324.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
76657	04425	Law Enforcement Targets Inc.	08/13/2014	
	0254032-IN	Law Enforcement Targets		114.60
			Total for Check Number 76657:	114.60
76658	04419	Leedway LLC	08/13/2014	
	ML08031403	Leedway		157.80
			Total for Check Number 76658:	157.80
76659	04465	Legacy Laboratory Service	08/13/2014	
	114167	Legacy Lab		25.00
	116078	Legacy Labs		50.00
			Total for Check Number 76659:	75.00
76660	04564	Life Safety Corporation	08/13/2014	
	32782	Life Safety		78.50
	32799	Life Safety		198.00
			Total for Check Number 76660:	276.50
76661	04561P	Life-Assist Inc	08/13/2014	
	680427	Life Assist		1,050.25
	680605	Life Assist		55.00
	681453	Life Assist		519.91
	682088	Life Assist		330.00
			Total for Check Number 76661:	1,955.16
76662	04590	Lithia Subaru of Oregon City	08/13/2014	
	183247	Lithia - detailing		100.00
			Total for Check Number 76662:	100.00
76663	04606	Local Gov't Personnel Institut	08/13/2014	
	11130	Local Gov. Personnel Inst.		136.00
			Total for Check Number 76663:	136.00
76664	04750	Masons Supply Co	08/13/2014	
	23715979104-00	Masons Supply		342.00
			Total for Check Number 76664:	342.00
76665	04753	Maverick Welding Supply Inc	08/13/2014	
	00890781	Maverick Welding Supplies		22.50
			Total for Check Number 76665:	22.50
76666	04900	Midwest Tape	08/13/2014	
	91980453	Midwest Tape		34.99
	91980455	Midwest Tape		22.99
	91989761	Midwest Tape		345.52
	91989762	Midwest Tape		748.67
	91989763	Midwest Tape		186.82
	91989764	Midwest Tape		412.88
	91990502	Midwest Tape		410.83
	92003312	Midwest Tape		22.99
	92003314	Midwest Tape		28.27
	92003315	Midwest Tape		27.29
	92013729	Midwest Tape		49.61

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	92013880	Midwest Tape		107.96
	92013882	Midwest Tape		37.45
	92019218	Midwest Tape		38.99
	92019741	Midwest Tape		17.99
	92019743	Midwest Tape		68.97
	92019744	Midwest Tape		58.79
	92019900	Midwest Tape		111.27
	92038819	Midwest Tape		68.97
	92039311	Midwest Tape		111.27
	92039312	Midwest Tape		34.99
	92041583	Midwest Tape		120.55
	92041584	Midwest Tape		488.87
	92041585	Midwest Tape		1,302.68
	92041586	Midwest Tape		17.84
	92041588	Midwest Tape		122.33
	92041589	Midwest Tape		53.49
	92041990	Midwest Tape		47.68
	92047721	Midwest Tape		43.49
			Total for Check Number 76666:	5,144.44
76667	04965	Moen Machinery Company	08/13/2014	
	412466	Moen Machinery		141.12
	412712	Moen Machinery		143.51
			Total for Check Number 76667:	284.63
76668	05008P	Motion Picture License Corp	08/13/2014	
	503906105	Motion Picture Lic. - annual license fee		68.97
			Total for Check Number 76668:	68.97
76669	04955S	Mr. Belvedere's Janitorial	08/13/2014	
	1374	Mr. Belvedere - cleaning		335.00
	1375	Mr. Belvedere - cleaning		475.00
			Total for Check Number 76669:	810.00
76670	05300	National Rifle Association	08/13/2014	
	Application	National Rifle Assn.		95.00
			Total for Check Number 76670:	95.00
76671	05399	Nicoli, D P Inc	08/13/2014	
	IR94805	Nicoli/System Improve		1,106.30
			Total for Check Number 76671:	1,106.30
76672	05432	North Clackamas County	08/13/2014	
	NCCWC15-742	N. Clack Water Comm		32,697.01
			Total for Check Number 76672:	32,697.01
76673	05521	Northwest Natural	08/13/2014	
	2643701-2	NW Natural		17.48
			Total for Check Number 76673:	17.48
76674	05547	Northwest Safety Clean	08/13/2014	
	14-8495	NW Safety Clean		127.00
	14-8673	NW Safety Clean		269.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76674:	396.00
76675	05656	Oak Lodge Water District	08/13/2014	
	56-00072-001	Oak L:odge Water/Purchases		32.82
	56-00073-001	Oak L:odge Water/Purchases		32.82
	56-00074-001	Oak L:odge Water/Purchases		45.10
	56-00075-001	Oak L:odge Water/Purchases		37.14
	56-00076-001	Oak L:odge Water/Purchases		50.90
	56-00077-001	Oak L:odge Water/Purchases		32.82
	56-00840-001	Oak L:odge Water/Purchases		36.06
	56-00850-001	Oak L:odge Water/Purchases		58.15
	56-00860-001	Oak L:odge Water/Purchases		59.60
	56-00870-001	Oak L:odge Water/Purchases		56.70
	56-01148-001	Oak L:odge Water/Purchases		284.72
	56-01157-001	Oak L:odge Water/Purchases		953.98
			Total for Check Number 76675:	1,680.81
76676	05675	Office Depot	08/13/2014	
	718307581001	Office Depot		201.75
	718694624001	Office Depot		66.90
	718848564001	Office Depot		11.97
	718848777001	Office Depot		45.99
	718848778001	Office Depot		25.18
	71894067001	Office Depot		98.34
	718984067001	Office Depot		30.24
	718984141001	Office Depot		5.98
	721106182001	Office Depot		91.59
	721187949001	Office Depot		66.82
	724559879001	Office Depot		170.20
			Total for Check Number 76676:	814.96
76677	05679	Office Max	08/13/2014	
	745056	Office Max		53.58
			Total for Check Number 76677:	53.58
76678	05683M	Ogden, Martha B	08/13/2014	
	July 2014	Ogden, Martha - Building Monitor		319.20
			Total for Check Number 76678:	319.20
76679	05685	Olson Bros Service	08/13/2014	
		Olson Bros		15.50
			Total for Check Number 76679:	15.50
76680	05706	One Call Concepts Inc	08/13/2014	
	4060368	One Call Concepts		134.36
	4070369	One Call Concepts		106.64
			Total for Check Number 76680:	241.00
76681	05755	Oregon Association	08/13/2014	
	Membership	Oregon Assn. Chiefs of Police		225.00
			Total for Check Number 76681:	225.00
76682	06300	Oregon City Travel	08/13/2014	
	0000225860	OC Travel - Court staff training		2,013.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76682:	2,013.71
76683	05887 Membership	Oregon Code Enforcement Assoc Oregon Code Enf. Assn	08/13/2014	75.00
			Total for Check Number 76683:	75.00
76684	06148 2045 2064	Oregon Patrol Service Oregon Patrol Svc Oregon Patrol Svc.	08/13/2014	210.00 1,695.90
			Total for Check Number 76684:	1,905.90
76685	06151 Membership	Oregon Peace Offcr.Assoc. Oregon Peace Offcr. Assn.	08/13/2014	15.00
			Total for Check Number 76685:	15.00
76686	06251A 60755-063014	Oregon, State of DMV -	08/13/2014	12.00
			Total for Check Number 76686:	12.00
76687	06361 06/01-06/30	Oregonian Media Group Oregon Media Group -	08/13/2014	3,420.16
			Total for Check Number 76687:	3,420.16
76688	06540 04-17703	Pacific Northwest Telco, Inc. Pacific NW Telco	08/13/2014	365.95
			Total for Check Number 76688:	365.95
76689	06587 164575 42193163	Pacific Office Automation Pacific Office Automation Pacific Office - copier lease	08/13/2014	45.46 600.00
			Total for Check Number 76689:	645.46
76690	06640 62886 64012 64024 65299 65311	Paramount Pest Control Inc Paramount Pest Control Paramount Pest Control Paramount Pest Control Paramount Pest Control Paramount Pest Control	08/13/2014	48.00 48.00 48.00 48.00 48.00
			Total for Check Number 76690:	240.00
76691	06715 C16090 C16098	Mike Patterson Plumbing Patterson Plumbing Patterson Plumbing	08/13/2014	130.00 177.30
			Total for Check Number 76691:	307.30
76692	06841 Reconcile	Petty Cash for benefit of Petty Cash Reconciliation	08/13/2014	32.49
			Total for Check Number 76692:	32.49
76693	06866 080514	Mark Pihl Pihl/Atty Indigent Clients	08/13/2014	1,280.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76693:	1,280.00
76694	07005	Portland Compressor	08/13/2014	
	581722	Portland Compressor		122.92
			Total for Check Number 76694:	122.92
76695	07021	Portland General Electric	08/13/2014	
	073114	PGE		937.63
	073114	PGE		232.32
	073114	PGE		613.99
	073114	PGE		972.31
	073114	PGE		587.75
	073114	PGE		600.81
	073114	PGE		40.76
	073114	PGE		1,461.51
	073114	PGE		5,334.42
	073114	PGE		368.13
	073114	PGE		573.83
			Total for Check Number 76695:	11,723.46
76696	07027	Portland Habilitation Center	08/13/2014	
	84387	Portland Habilitation		111.14
	84559	Portland Habilitation		403.74
	84560	Portland Habitation		286.31
			Total for Check Number 76696:	801.19
76697	07060M	Portland Windustrial Co	08/13/2014	
	09568000	Portland Windustrial		230.35
	09569500	Portland Windustrial		102.97
	09615400	Portland Windustrial		333.20
	09627400	Portland Windustrial		245.00
	09628800	Portland Windustrial		27.72
	09639100	Portland Windustrial		1,945.80
	09648500	Portland Windustrial		728.85
	09648501	Portland Windustrial		14.55
	09650500	Portland Windustrial		1,899.18
	09669500	Portland Windustrial		52.50
	09675900	Portland Windustrial		272.92
	09675901	Portland Windustrial		109.92
	09693700	Portland Windustrial		1,681.68
	09702800	Portland Windustrial		1,885.00
	09716300	Portland Windustrial		700.86
			Total for Check Number 76697:	10,230.50
76698	07001	Portland, City of	08/13/2014	
	Rapid billing	City of Portland		306.00
			Total for Check Number 76698:	306.00
76699	07002	Portland, City of	08/13/2014	
	10158690	Portland/Consortium		6,719.00
			Total for Check Number 76699:	6,719.00
76700	07204	Providence Occupational Health	08/13/2014	
	714	Providence		177.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76700:	177.00
76701	07226	Public Works Supply	08/13/2014	
	68377	Public Works Supply		69.00
			Total for Check Number 76701:	69.00
76702	07228N	Purchase Power	08/13/2014	
	081414	Pitney Bowes - postage		143.82
			Total for Check Number 76702:	143.82
76703	07236	Quality Code Publishing	08/13/2014	
	2014-274	Quality Code - supplement		687.89
			Total for Check Number 76703:	687.89
76704	07280	Rackspace Email & Apps	08/13/2014	
	2592846	Rackspace		622.00
			Total for Check Number 76704:	622.00
76705	07340	RAG Muffler & Brake	08/13/2014	
	19597	RAG Muffler & Brake		350.00
			Total for Check Number 76705:	350.00
76706	07482	Reserve Account	08/13/2014	
	35861780	Pitney Bowes - postage		290.00
	35861780	Pitney Bowes - postage		290.00
	35861780	Pitney Bowes - postage		120.00
	35861780	Pitney Bowes - postage		10.00
	35861780	Pitney Bowes - postage		280.00
	35861780	Pitney Bowes - postage		10.00
			Total for Check Number 76706:	1,000.00
76707	07488S	RH Media Services LLC	08/13/2014	
	62	RH Media/Services		5,094.94
			Total for Check Number 76707:	5,094.94
76708	07510M	Ricoh USA Inc	08/13/2014	
	92750980	Ricoh copier		453.21
	92750984	Ricoh		153.68
			Total for Check Number 76708:	606.89
76709	07576	Rodda Paint	08/13/2014	
	13728500	Rodda Paint		940.32
	13728889	Rodda Paint		517.02
			Total for Check Number 76709:	1,457.34
76710	07709	San Diego Police Equipment Co. Inc.	08/13/2014	
	613405	San Diego Equipment		3,708.00
	613406	San Diego Equipment		3,421.61
			Total for Check Number 76710:	7,129.61
76711	07717r	Satcom Global	08/13/2014	
	AS07140442	Satcom		45.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76711:	45.44
76712	07720	Sauter Spray Equipment	08/13/2014	
	J708	Sauter Spray		16.50
			Total for Check Number 76712:	16.50
76713	07873	ServiceMaster of Oregon	08/13/2014	
	153121	Service Master service		1,013.00
	153277	Service Master supplies		306.69
	153321	ServiceMaster		49.91
	153354	ServiceMaster		1,013.00
			Total for Check Number 76713:	2,382.60
76714	07905	Sierra Springs	08/13/2014	
	13891887	Sierra Springs		30.11
	53386330072114	Sierra Springs		101.20
			Total for Check Number 76714:	131.31
76715	07915	Sign Guy	08/13/2014	
	12164	Sign Guy		280.00
			Total for Check Number 76715:	280.00
76716	07960	Sisul Engineering	08/13/2014	
	SGL 13-002-16	Sisul Engineering		11,556.00
	SGL 13-025-10	Sisul Engineering		120.00
	SGL 14-029-03	Sisul Engineering		240.00
	SGL 14-035-02	Sisul Engineering		3,218.00
			Total for Check Number 76716:	15,134.00
76717	08021	Smith, Jim Excavating Inc	08/13/2014	
	14-239	Smith Excavating - Meldrum Bar Park		9,037.50
			Total for Check Number 76717:	9,037.50
76718	08037M	Sonetics	08/13/2014	
	155146	Sonetics		120.00
			Total for Check Number 76718:	120.00
76719	08086	Springbrook Software	08/13/2014	
	1297	Springbrook Software		1,875.00
	1299	Springbrook Software		1,875.00
	1300	Springbrook Software		825.00
			Total for Check Number 76719:	4,575.00
76720	08132E	Standard Supply Co. Inc.	08/13/2014	
	12520 CR	Standard Supply		-15.18
	5214844	Standard Supply		53.36
			Total for Check Number 76720:	38.18
76721	08138	Stark's Vacuum	08/13/2014	
	668312-1	Stark's Vacuum		240.00
			Total for Check Number 76721:	240.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
76722	08205	Stein Oil Co. Inc.	08/13/2014	
	0002663 CL03436	Stein Oil		1,259.09
	0002663 CL03702	Stein Oil		691.26
	0002663 CL03702	Stein Oil		331.41
	0002663 CL03702	Stein Oil		86.51
	0002663 CL03702	Stein Oil		159.14
	0002663 CL03702	Stein Oil		306.14
	0002663 CL03974	Stein Oil		86.40
	0002663 CL03974	Stein Oil		42.87
	0002663 CL03974	Stein Oil		42.50
	0002663 CL03974	Stein Oil		582.94
	0002663 CL03974	Stein Oil		237.17
	0002663 CL03974	Stein Oil		276.33
	CL03687	Stein Oil		765.08
	CL03750	Stein Oil		1,786.38
	CL03959	Stein Oil		605.24
	CL04020	Stein Oil		1,797.44
			Total for Check Number 76722:	9,055.90
76723	08372	Tacoma Screw Products	08/13/2014	
	19523279	Tacoma Screw		16.01
			Total for Check Number 76723:	16.01
76724	08390	Technical Furniture Systems	08/13/2014	
	OR141906	Technical Furniture - shelving		809.90
			Total for Check Number 76724:	809.90
76725	08402	Thayer, J Co.	08/13/2014	
	879779	Thayer/Supplies		17.15
			Total for Check Number 76725:	17.15
76726	08465	Tigard Sand & Gravel	08/13/2014	
	173792	Tigard Sand		931.13
	174566	Tigard Sand		482.30
	174566	Tigard Sand		466.03
			Total for Check Number 76726:	1,879.46
76727	08530	Top Industrial Supply	08/13/2014	
	76340	Top Indust Supply		269.54
			Total for Check Number 76727:	269.54
76728	08566	Traffic Safety Supply Co. Inc.	08/13/2014	
	985891	Traffic Safety Supply		145.50
	986693	Traffic Safety Supply		1,037.00
	CM986784 986693	Traffic Safety Supply		-96.00
			Total for Check Number 76728:	1,086.50
76729	08652	Tualatin Valley Fire & Rescue	08/13/2014	
	571338	TVFR		2,146.33
			Total for Check Number 76729:	2,146.33
76730	08674	Tyree Oil Inc	08/13/2014	
	0042127	Tyree Oil		9.59
	04722885-IN	Tyree Oil		639.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76730:	649.24
76731	02915	Union Security Insurance	08/13/2014	
	4005790-212	Fortis/Union Sec. Life Ins.		0.70
	4005790-212	Fortis/Union Sec. Life Ins.		142.03
			Total for Check Number 76731:	142.73
76732	08802C	US Bank	08/13/2014	
	Q27440	US Bank		142.00
			Total for Check Number 76732:	142.00
76733	08805	USA Today	08/13/2014	
	8065097			266.85
			Total for Check Number 76733:	266.85
76734	08943	Verizon Wireless	08/13/2014	
	972880792	Verizon		282.89
	9728890788	Verizon		339.97
	9728890789	Verizon		245.80
	9728890790	Verizon		105.20
	9728890791	Verizon		40.01
			Total for Check Number 76734:	1,013.87
76735	08970	Video Store Shopper	08/13/2014	
	IN702004	Video Store Shopper		179.90
			Total for Check Number 76735:	179.90
76736	09005	Waite Concrete Products LLC	08/13/2014	
	31199	Waite Concrete Products		3,618.00
			Total for Check Number 76736:	3,618.00
76737	09023	Washington County Consolidated	08/13/2014	
	20140708561	Wa. County Consolidated		523.25
			Total for Check Number 76737:	523.25
76738	09207	WFCA Fire Service Bookstore	08/13/2014	
	4113	WFCA Fire Service Bookstore		135.00
			Total for Check Number 76738:	135.00
76739	09257	Willamette Valley Printing Inc	08/13/2014	
	38035	Willamette Valley Printing		595.00
			Total for Check Number 76739:	595.00
76740	09281H	Wilsonville Concrete Products	08/13/2014	
	A1105-IN	Wilsonville Concrete		935.00
	A884-IN	Wilsonville Concrete		510.00
			Total for Check Number 76740:	1,445.00
76741	09300	WorkSAFE Service Inc	08/13/2014	
	193527	WorkSafe		450.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76741:	450.00
76742	09350 37758	Porter W Yett Co Porter Yett Co.	08/13/2014	505.37
			Total for Check Number 76742:	505.37
76743	09354E Reimbursement	Jamie Young Jamie Young reimbursement	08/13/2014	84.60
			Total for Check Number 76743:	84.60
			Total for 8/13/2014:	357,414.43
			Report Total (160 checks):	357,414.43

Accounts Payable

Checks by Date - Detail by Check Date

User: sledoux
Printed: 9/4/2014 10:36 AM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
76745	00603	Backflow Management Inc	08/13/2014	
	042540	Backflow Management/Services		1,950.00
			Total for Check Number 76745:	1,950.00
76746	04999F	Matt Moore	08/13/2014	
	081314	Moore/Barricades		250.00
			Total for Check Number 76746:	250.00
76747	07488S	RH Media Services LLC	08/13/2014	
	63	RH Media/Monitors		660.00
			Total for Check Number 76747:	660.00
			Total for 8/13/2014:	2,860.00
			Report Total (3 checks):	2,860.00

Accounts Payable

Checks by Date - Detail by Check Date

User: sledoux
Printed: 9/4/2014 10:37 AM

Check No	Vendor No / Invoice No	Vendor Name / Description	Check Date / Reference	Check Amount
76748	01339	CIS/EBS Trust	08/20/2014	
	Sept 2014	Withheld		6,267.15
	Sept 2014	Life		110.46
	Sept 2014	Disability		916.63
	Sept 2014	Statutory Life - Fire		25.41
	Sept 2014	Elective Life		290.29
	Sept 2014	Statutory Life - Police		13.86
	Sept 2014	City		45,708.87
			Total for Check Number 76748:	53,332.67
76749	01726	Clackamas Fed. Cred.Union	08/20/2014	
	August 2014	Credit Union W/H		5,989.00
	August 2014	Deferred Comp.		100.00
	August 2014	Police Union 543124003		1,052.37
			Total for Check Number 76749:	7,141.37
76750	02225	Howard Daves, Jr	08/20/2014	
	Replace 72733	Replacement for lost check #72733		298.88
	Replace 73386	Replacement for lost check #73386		20.55
			Total for Check Number 76750:	319.43
76751	03226	Gladstone Municipal Court	08/20/2014	
	Bankcard rental	Bankcard rental		18.00
	Bankcard trans	Bankcard transactions		116.74
			Total for Check Number 76751:	134.74
76752	05675	Office Depot	08/20/2014	
	703929174001	Office Depot		76.32
			Total for Check Number 76752:	76.32
76753	02915	Union Security Insurance	08/20/2014	
	Policy 4005790-	Life Ins		171.70
	Policy 4005790-	Life Ins		0.70
			Total for Check Number 76753:	172.40
76754	08830	US Postal Service	08/20/2014	
	Newsletter	Newsletter Postage		1,244.23
			Total for Check Number 76754:	1,244.23
			Total for 8/20/2014:	62,421.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Report Total (7 checks):	62,421.16

Accounts Payable

Checks by Date - Detail by Check Date

User: sledoux
Printed: 9/4/2014 10:37 AM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
76755	03262	Gladstone Urban Renewal Agency	08/25/2014	
	Close-out Lib C	Close-out Library Capitol Fund		539,138.88
			Total for Check Number 76755:	539,138.88
			Total for 8/25/2014:	539,138.88
			Report Total (1 checks):	539,138.88

Accounts Payable

Checks by Date - Detail by Check Date

User: sledoux
Printed: 9/4/2014 10:43 AM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
76802	00283M	Aikin, Maria	08/29/2014	
		Reimbursement		35.08
		Reimbursement		3.29
		Reimbursement		130.83
		Replace lost ck. #72143		17.07
		Reimbursement		19.88
			Total for Check Number 76802:	206.15
76803	02657	Axa Equi-Vest	08/29/2014	
	August 2014	August 2014 Contributions		5,983.33
			Total for Check Number 76803:	5,983.33
76804	02661	Axa EVLICO	08/29/2014	
	August 2014	August 2014 premiums		194.06
			Total for Check Number 76804:	194.06
76805	02659	Axa RIA	08/29/2014	
	August 2014	AXA Contributions		3,483.51
			Total for Check Number 76805:	3,483.51
76806	00628	Tami Bannick	08/29/2014	
		Bannick Reimbursement		52.62
		Bannick Reimbursement		48.00
			Total for Check Number 76806:	100.62
76807	00734	Beloof & Haines	08/29/2014	
	000734-083114	Beloof Reimbursement		3,000.00
			Total for Check Number 76807:	3,000.00
76808	01530	Clack Cty Crim Justice Training	08/29/2014	
	Reserve Academy	Reserve Academy		1,000.00
			Total for Check Number 76808:	1,000.00
76809	01663	Clackamas Cty Benevolent Foundation	08/29/2014	
	08/31/2014	Employee donations		50.00
			Total for Check Number 76809:	50.00
76810	01893F	Comcast Cable	08/29/2014	
	877810229000004	Comcast		6.30
			Total for Check Number 76810:	6.30
76811	03271	Gladstone Fire Department	08/29/2014	
	August 2014	August 2014		800.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76811:	800.00
76812	03237a	Gladstone Oak Grove Rotary Foundation	08/29/2014	
	Membership	Annual Rotary Membership		250.00
			Total for Check Number 76812:	250.00
76813	03958	Integra Telecom	08/29/2014	
	12258084	Integra Telecom		147.06
	12258084	Integra Telecom		98.91
	12258084	Integra Telecom		32.19
	12258084	Integra Telecom		98.91
	12258084	Integra Telecom		655.44
			Total for Check Number 76813:	1,032.51
76814	04441	League of Oregon Cities	08/29/2014	
	Reisner Reg	Reisner LOC registraition		310.00
			Total for Check Number 76814:	310.00
76815	04637	Matt Love	08/29/2014	
	Matt Love	Matt Love		100.00
			Total for Check Number 76815:	100.00
76816	04667	James MacFarlane	08/29/2014	
	Remibursement	Macfarlane Reimbursement		59.99
			Total for Check Number 76816:	59.99
76817	04725	Phillip Margolin	08/29/2014	
	Phillip Margoli	Phillip Margolin		100.00
			Total for Check Number 76817:	100.00
76818	04782	Rex McIntire	08/29/2014	
	Reimbursement	Reimbursement McIntire		119.00
			Total for Check Number 76818:	119.00
76819	05010	Mott, Chris	08/29/2014	
	boot allowance	Mott boot allowance		150.00
			Total for Check Number 76819:	150.00
76820	05396a	Nextel/Sprint	08/29/2014	
	345122314	Nextel/Sprint		318.64
			Total for Check Number 76820:	318.64
76821	05521	Northwest Natural	08/29/2014	
	148922-8	NW Natural Gas		68.40
	149733-8	NW Natural Gas		16.63
	2643701-2	NW Natural Gas		16.44
	36379-1	NW Natural Gas		15.50
			Total for Check Number 76821:	116.97
76822	05681M	Office Of The Trustee	08/29/2014	
	11-39851tmb13	August 2014		640.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 76822:	640.00
76823	05681	Office Wiz	08/29/2014	
	1742/X1310	Office Whiz - transcription		105.00
	1743/X1311	Office Whiz - transcription		120.00
	1744/X1312	Office Whiz - transcription		150.00
	1745/X1313	Office Whiz - transcription		75.00
	1747/X1315	Office Whiz - transcription		195.00
	1748/x1316	Office Whiz - transcription		180.00
	1749/x1317	Office Whiz - transcription		90.00
			Total for Check Number 76823:	915.00
76824	05746	Oregon AFSCME Council #75	08/29/2014	
	August 2014	AFSME August 2014		852.84
			Total for Check Number 76824:	852.84
76825	06251a	Oregon, State of	08/29/2014	
	Title Transfer	DMV - Title transfer		77.00
			Total for Check Number 76825:	77.00
76827	07021	Portland General Electric	08/29/2014	
	007314708228377	PGE		14.83
			Total for Check Number 76827:	14.83
76828	07228n	Purchase Power	08/29/2014	
	1070-9198	Purchase Power - Postage		10.00
			Total for Check Number 76828:	10.00
76829	07482	Reserve Account	08/29/2014	
	Postage	Postage		290.00
	Postage	Postage		290.00
	Postage	Postage		120.00
	Postage	Postage		10.00
	Postage	Postage		280.00
	Postage	Postage		10.00
			Total for Check Number 76829:	1,000.00
76830	08830	US Postal Service	08/29/2014	
		Postage - Water Bills		996.54
			Total for Check Number 76830:	996.54
76831	08943C	Verizon	08/29/2014	
	9730601273	Verizon		80.02
			Total for Check Number 76831:	80.02
76832	08802	US Bank	08/29/2014	
	43000027	US Bank credit card		775.63
	43000027	US Bank credit card		7.20
	43000027	US Bank credit card		477.24
			Total for Check Number 76832:	1,260.07

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 8/29/2014:	23,227.38
			Report Total (30 checks):	23,227.38

Accounts Payable

To Be Paid Proof List

User: sledoux
Printed: 09/04/2014 - 9:27AM
Batch: 00001.09.2014

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
Adventist Medical Center									
00282									
55146	8/31/2014	13.00	0.00	09/10/2014				False	0
001-025-178500 PHYSICAL EXAMINATIONS				Adventist Lab tests					
	55146 Total:	13.00							
55393	8/31/2014	13.00	0.00	09/10/2014				False	0
001-025-178500 PHYSICAL EXAMINATIONS				Adventist Lab tests					
	55393 Total:	13.00							
	00282 Total:	26.00							
	Adventist Medical Center T	26.00							
Alexin Analytical Laboratories									
00438									
19097	8/31/2014	378.00	0.00	09/10/2014				False	0
004-004-408000 LABORATORY WATER TESTS				Alexin Labs					
	19097 Total:	378.00							
	00438 Total:	378.00							
	Alexin Analytical Laborato	378.00							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
American Library Assoc									
00405									
2014 Membership	8/31/2014	198.00	0.00	09/10/2014				False	0
001-029-227500 CONFERENCE & SCHOOLS				American Lib Assn. Membership					
	2014 Membership Total:	198.00							
	00405 Total:	198.00							
	American Library Assoc To	198.00							
American Messaging									
00415									
W41035180I	8/31/2014	158.90	0.00	09/10/2014				False	0
001-025-177800 CELL PHONES,PAGERS,RADI				American Msg.					
	W41035180I Total:	158.90							
	00415 Total:	158.90							
	American Messaging Total	158.90							
Backflow Management Inc									
00603									
7151	8/31/2014	40.00	0.00	09/10/2014				False	0
004-004-414500 METER REPLACEMENTS/BAC				Backflow Mgmt.					
	7151 Total:	40.00							
	00603 Total:	40.00							
	Backflow Management Inc	40.00							
Baker & Taylor Inc									

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
00616									
4010930984	8/31/2014	184.60	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					
4010930984 Total:		184.60							
4010941683	8/31/2014	106.01	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					
4010941683 Total:		106.01							
4010942705	8/31/2014	33.76	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					
4010942705 Total:		33.76							
4010945602	8/31/2014	148.68	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					
4010945602 Total:		148.68							
4010946866	8/31/2014	192.81	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					
4010946866 Total:		192.81							
4010948009	8/31/2014	387.49	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					
4010948009 Total:		387.49							
4010948027	8/31/2014	758.15	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					
4010948027 Total:		758.15							
4010948990	8/31/2014	18.70	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					
4010948990 Total:		18.70							
4010951844	8/31/2014	154.68	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
4010951844 Total:		154.68							
4010952871 001-029-230500 NEW BOOKS	8/31/2014	86.04	0.00	09/10/2014 Baker & Taylor				False	0
4010952871 Total:		86.04							
4010956695 001-029-230500 NEW BOOKS	8/31/2014	243.99	0.00	09/10/2014 Baker & Taylor				False	0
4010956695 Total:		243.99							
4010956707 001-029-230500 NEW BOOKS	8/31/2014	31.45	0.00	09/10/2014 Baker & Taylor				False	0
4010956707 Total:		31.45							
4010959288 001-029-230500 NEW BOOKS	8/31/2014	26.40	0.00	09/10/2014 Baker & Taylor				False	0
4010959288 Total:		26.40							
4010960727 001-029-230500 NEW BOOKS	8/31/2014	167.36	0.00	09/10/2014 Baker & Taylor				False	0
4010960727 Total:		167.36							
4010962754 001-029-230500 NEW BOOKS	8/31/2014	240.08	0.00	09/10/2014 Baker & Taylor				False	0
4010962754 Total:		240.08							
4010965979 001-029-230500 NEW BOOKS	8/31/2014	286.74	0.00	09/10/2014 Baker & Taylor				False	0
4010965979 Total:		286.74							
4010970454 001-029-230500 NEW BOOKS	8/31/2014	189.70	0.00	09/10/2014 Baker & Taylor				False	0
4010970454 Total:		189.70							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
T07359050	8/31/2014	29.19	0.00	09/10/2014				False	0
001-029-230500 NEW BOOKS				Baker & Taylor					
T07359050 Total:		29.19							
00616 Total:		3,285.83							
Baker & Taylor Inc Total:		3,285.83							
Bartel Contracting									
00633M									
814007	8/30/2014	378.16	0.00	09/10/2014				False	0
010-010-904100 CITY HALL PD BLDG IMPROV				Bartel Contracting					
814007 Total:		378.16							
00633M Total:		378.16							
Bartel Contracting Total:		378.16							
Branding									
00951									
43454	8/7/2014	414.07	0.00	09/10/2014				False	0
001-024-159500 UNIFORM & EQUIPMENT				Branding Merchandise					
43454 Total:		414.07							
00951 Total:		414.07							
Branding Total:		414.07							
Brian's Plumbing Works									
00967M									
692730	8/12/2014	1,680.00	0.00	09/10/2014				False	0

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
001-029-225000 BUILDING MAINTENANCE/SU				Brian's Plumbing/Relocate Wtr Htr					
	692730 Total:	1,680.00							
	00967M Total:	1,680.00							
	Brian's Plumbing Works To	1,680.00							
Brodart Co.									
00980									
364805	8/31/2014	494.70	0.00	09/10/2014				False	0
001-029-225000 BUILDING MAINTENANCE/SU				Brodart					
	364805 Total:	494.70							
	00980 Total:	494.70							
	Brodart Co. Total:	494.70							
Cash and Carry Smart Foodsrvc									
01184									
189961	9/3/2014	8.85	0.00	09/10/2014				False	0
001-027-204000 SUMMER PROGRAMS				Cash & Carry					
	189961 Total:	8.85							
191581	9/3/2014	16.68	0.00	09/10/2014				False	0
001-027-204000 SUMMER PROGRAMS				Cash & Carry					
	191581 Total:	16.68							
195473	9/3/2014	106.28	0.00	09/10/2014				False	0
001-027-204000 SUMMER PROGRAMS				Cash & Carry					
	195473 Total:	106.28							
198560	8/31/2014	38.90	0.00	09/10/2014				False	0

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
001-021-117000 EMPLOYEE APPRECIATION				Cash & Carry					
	198560 Total:	38.90							
Credit	8/31/2014	-52.57	0.00	09/10/2014				False	0
001-027-204000 SUMMER PROGRAMS				Cash & Carry					
	Credit Total:	-52.57							
	01184 Total:	118.14							
	Cash and Carry Smart Foo	118.14							
Cintas Corporation No. 2									
01343									
5001543245	8/31/2014	154.29	0.00	09/10/2014				False	0
001-025-175500 STATION MAINTENANCE & S				Cintas First Aid Supplies					
	5001543245 Total:	154.29							
5001807645	8/31/2014	322.77	0.00	09/10/2014				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Cintas First Aid Supplies					
	5001807645 Total:	322.77							
	01343 Total:	477.06							
	Cintas Corporation No. 2 T	477.06							
City Wide Tree Servc Inc.									
01350									
12585	8/31/2014	3,030.00	0.00	09/10/2014				False	0
001-026-193200 HAZARDOUS TREE REMOVA				City Wide Tree - Meldrum Bar					
	12585 Total:	3,030.00							
12640	8/31/2014	1,350.00	0.00	09/10/2014				False	0

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
001-026-193200 HAZARDOUS TREE REMOVA				City Wide Tree Dartmouth/Bellevue					
12640 Total:		1,350.00							
01350 Total:		4,380.00							
City Wide Tree Servc Inc.		4,380.00							
Clackamas Auto Parts Inc									
01375									
223403	8/31/2014	27.75	0.00	09/10/2014				False	0
005-005-504500 EQUIPMENT REPAIRS				Clackamas Auto Parts					
223403 Total:		27.75							
223516	8/31/2014	4.35	0.00	09/10/2014				False	0
005-005-504500 EQUIPMENT REPAIRS				Clackamas Auto Parts					
223516 Total:		4.35							
224289	8/31/2014	105.12	0.00	09/10/2014				False	0
005-005-504500 EQUIPMENT REPAIRS				Clackamas Auto Parts					
224289 Total:		105.12							
01375 Total:		137.22							
Clackamas Auto Parts Inc T		137.22							
Clackamas Blue Print									
01396									
136104	8/31/2014	16.00	0.00	09/10/2014				False	0
001-027-204000 SUMMER PROGRAMS				Clack. Blueprint - sign laminating					
136104 Total:		16.00							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	01396 Total:	16.00							
	Clackamas Blue Print Tota	16.00							
Clackamas, County of 01585									
July/August	8/31/2014	140,905.16	0.00	09/10/2014				False	0
003-003-305000 TRI-CITY SERVICE DISTRICT				July/August 2014					
	July/August Total:	140,905.16							
	01585 Total:	140,905.16							
	Clackamas, County of Tota	140,905.16							
Clackamas,, County of 01621									
40597	8/31/2014	1,335.00	0.00	09/10/2014				False	0
001-024-163500 DUES AND SUBSCRIPTIONS				Clack Co LE Membership Renewal					
	40597 Total:	1,335.00							
40907	8/31/2014	1,599.18	0.00	09/10/2014				False	0
001-021-115500 DATA PROCESSING/MAINT/L				Clack Co Broadband Fees					
	40907 Total:	1,599.18							
41123	8/31/2014	7,190.33	0.00	09/10/2014				False	0
001-025-181900 SHARE COST CCOM DISPATC				Central Dispatch					
	41123 Total:	7,190.33							
	01621 Total:	10,124.51							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	Clackamas,, County of Tot	10,124.51							
Classic Pool & Spa									
01810									
142999	8/31/2014	14.90	0.00	09/10/2014				False	0
001-026-194200 SPRAY PK OPERATE & MAINT				Classic Pool - Spray Pk Supplies					
	142999 Total:	14.90							
143526	8/31/2014	73.90	0.00	09/10/2014				False	0
001-026-194200 SPRAY PK OPERATE & MAINT				Classic Pool - Spray Pk Supplies					
	143526 Total:	73.90							
8712	8/31/2014	20.00	0.00	09/10/2014				False	0
001-026-194200 SPRAY PK OPERATE & MAINT				Classic Pool - Spray Pk Supplies					
	8712 Total:	20.00							
	01810 Total:	108.80							
	Classic Pool & Spa Total:	108.80							
Clyde/West Inc.									
01838									
00241788	8/31/2014	185.28	0.00	09/10/2014				False	0
005-005-504500 EQUIPMENT REPAIRS				Clyde/West					
	00241788 Total:	185.28							
	01838 Total:	185.28							
	Clyde/West Inc. Total:	185.28							
Comcast Cable									

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
01893D									
0732582	8/31/2014	135.02	0.00	09/10/2014				False	0
005-005-507000 SHOP SUPPLIES & UTILITIES				Comcast					
	0732582 Total:	135.02							
	01893D Total:	135.02							
	Comcast Cable Total:	135.02							
Crumrine, Ivan									
02098									
08312014	8/31/2014	4,980.00	0.00	09/10/2014				False	0
001-029-225000 BUILDING MAINTENANCE/SU				Crumrine - Furnishings for Circulation Area					
	08312014 Total:	4,980.00							
	02098 Total:	4,980.00							
	Crumrine, Ivan Total:	4,980.00							
Curtis, L. N. Co.									
02146									
2116824-00	8/31/2014	687.80	0.00	09/10/2014				False	0
001-025-175500 STATION MAINTENANCE & S				L.N.Curtis & sons					
	2116824-00 Total:	687.80							
	02146 Total:	687.80							
	Curtis, L. N. Co. Total:	687.80							
Cycle Express									
02168									

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
23784	8/31/2014	193.52	0.00	09/10/2014				False	0
001-026-194000 EQUIPMENT OPERATION/MA				Cycle Express					
23784 Total:		193.52							
02168 Total:		193.52							
Cycle Express Total:		193.52							
Daily Journal of Commerce									
02180									
741759005	8/31/2014	46.80	0.00	09/10/2014				False	0
005-005-509200 BUILDING & FACILITIES IMP				Daily Journal - Publication of Bid request					
741759005 Total:		46.80							
02180 Total:		46.80							
Daily Journal of Commerc		46.80							
Deere, John Landscapes									
02248M									
69292210	8/31/2014	344.64	0.00	09/10/2014				False	0
001-026-194000 EQUIPMENT OPERATION/MA				John Deere					
69292210 Total:		344.64							
69335877	8/31/2014	357.18	0.00	09/10/2014				False	0
001-026-194000 EQUIPMENT OPERATION/MA				John Deere					
69335877 Total:		357.18							
69372209	8/31/2014	56.70	0.00	09/10/2014				False	0
001-026-194000 EQUIPMENT OPERATION/MA				John Deere					
69372209 Total:		56.70							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
02248M Total:		758.52							
Deere, John Landscapes To		758.52							
Enerspect Medical Solutions									
02635									
16988	8/31/2014	1,178.00	0.00	09/10/2014				False	0
001-025-180000 FIRST RESPONDER SUPPLIES				Enerspect - Battery replacement					
16988 Total:		1,178.00							
02635 Total:		1,178.00							
Enerspect Medical Solution		1,178.00							
Factory Reps Co Inc									
02798									
129907	8/31/2014	59.72	0.00	09/10/2014				False	0
004-004-408500 UNIFORMS/SAFETY EQUIPM				Factory Reps					
129907 Total:		59.72							
02798 Total:		59.72							
Factory Reps Co Inc Total:		59.72							
Ferguson Enterprises Inc									
02818									
0420130	8/31/2014	8,640.00	0.00	09/10/2014				False	0
004-004-414500 METER REPLACEMENTS/BAC				Ferguson Waterworks					
0420130 Total:		8,640.00							
0421825	8/31/2014	1,700.04	0.00	09/10/2014				False	0

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
004-004-414500 METER REPLACEMENTS/BAC				Ferguson Waterworks					
0421825 Total:		1,700.04							
421871	8/31/2014	4,397.20	0.00	09/10/2014				False	0
004-004-414500 METER REPLACEMENTS/BAC				Ferguson Waterworks					
421871 Total:		4,397.20							
02818 Total:		14,737.24							
Ferguson Enterprises Inc T		14,737.24							
Fowler, H.D. Co. Inc.									
02941									
13708843	8/31/2014	1,777.32	0.00	09/10/2014				False	0
004-004-406500 WATER SYSTEM MAINTENAN				H.D. Fowler					
13708843 Total:		1,777.32							
13708845	8/31/2014	75.68	0.00	09/10/2014				False	0
003-003-303000 SEWER SYST MAINTENANCE				H.D. Fowler					
13708845 Total:		75.68							
13708847	8/31/2014	897.70	0.00	09/10/2014				False	0
004-004-406500 WATER SYSTEM MAINTENAN				H.D. Fowler					
13708847 Total:		897.70							
02941 Total:		2,750.70							
Fowler, H.D. Co. Inc. Tota		2,750.70							
Funk, Mike									
03000									
Reimbursement	8/31/2014	152.21	0.00	09/10/2014				False	0

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
001-025-175500 STATION MAINTENANCE & S				Funk reimbursement					
Reimbursement	8/31/2014	66.87	0.00	09/10/2014				False	0
001-025-175500 STATION MAINTENANCE & S				Funk reimbursement					
	Reimbursement Total:	219.08							
	03000 Total:	219.08							
	Funk, Mike Total:	219.08							
General Tree Service									
03151									
509421	8/31/2014	218.00	0.00	09/10/2014				False	0
001-026-196000 POW WOW TREE MAINT CON				General Tree					
	509421 Total:	218.00							
	03151 Total:	218.00							
	General Tree Service Total	218.00							
Grainger, W W Inc									
03307									
9509533213	8/31/2014	108.95	0.00	09/10/2014				False	0
005-005-507000 SHOP SUPPLIES & UTILITIES				Grainger					
	9509533213 Total:	108.95							
	03307 Total:	108.95							
	Grainger, W W Inc Total:	108.95							
Gray, Ronald L.									
03324N									

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
August 2014	8/31/2014	65.00	0.00	09/10/2014				False	0
001-022-125500 PRO-TEM JUDGE/JURY EXPEN				Ron Gray August 2014					
	August 2014 Total:	65.00							
	03324N Total:	65.00							
	Gray, Ronald L. Total:	65.00							
Home Depot Credit									
03676									
4595101	8/31/2014	195.76	0.00	09/10/2014				False	0
004-004-406500 WATER SYSTEM MAINTENAN				Home Depot					
	4595101 Total:	195.76							
5021945	8/31/2014	50.00	0.00	09/10/2014				False	0
001-026-194000 EQUIPMENT OPERATION/MA				Home Depot					
	5021945 Total:	50.00							
5097948	8/31/2014	50.32	0.00	09/10/2014				False	0
001-026-194000 EQUIPMENT OPERATION/MA				Home Depot					
	5097948 Total:	50.32							
7084042	8/31/2014	43.84	0.00	09/10/2014				False	0
001-026-194000 EQUIPMENT OPERATION/MA				Home Depot					
	7084042 Total:	43.84							
	03676 Total:	339.92							
	Home Depot Credit Total:	339.92							
HomeTown Hearth & Grill									
03677									

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
214446	8/31/2014	55.69	0.00	09/10/2014				False	0
005-005-515000 STREET MAINTENANCE				HomeTown Hearth - propane					
	214446 Total:	55.69							
	03677 Total:	55.69							
	HomeTown Hearth & Grill	55.69							
Honey Buckets									
03818									
1-986871	8/31/2014	336.22	0.00	09/10/2014				False	0
001-026-195500 PORTABLE RESTROOM RENT				Honey Buckets					
	1-986871 Total:	336.22							
1-987071	8/31/2014	93.00	0.00	09/10/2014				False	0
001-026-195500 PORTABLE RESTROOM RENT				Honey Buckets					
	1-987071 Total:	93.00							
1-996498	8/31/2014	480.44	0.00	09/10/2014				False	0
001-026-195500 PORTABLE RESTROOM RENT				Honey Buckets					
	1-996498 Total:	480.44							
1-996556	8/31/2014	93.00	0.00	09/10/2014				False	0
001-026-195500 PORTABLE RESTROOM RENT				Honey Buckets					
	1-996556 Total:	93.00							
	03818 Total:	1,002.66							
	Honey Buckets Total:	1,002.66							
Hopp's Upholstery									
03705									

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
1156	8/31/2014	30.00	0.00	09/10/2014				False	0
001-025-181700 PPE TEST,REPAIR,REPLACE				Hopps Upholstery - Replace Velcro patches					
	1156 Total:	30.00							
	03705 Total:	30.00							
	Hopp's Upholstery Total:	30.00							
Houston, Marc R									
03765									
09/15 - 10/15	8/31/2014	800.00	0.00	09/10/2014				False	0
001-025-180500 SUPERVISING PHYSICIAN CO				Houston 09/15 - 10/15					
	09/15 - 10/15 Total:	800.00							
	03765 Total:	800.00							
	Houston, Marc R Total:	800.00							
Hughes Fire Equipment									
03810									
487999	8/31/2014	12.95	0.00	09/10/2014				False	0
001-025-173000 ENGINE & VEHICLE MAINTE				Hughes Fire Equip.					
	487999 Total:	12.95							
	03810 Total:	12.95							
	Hughes Fire Equipment To	12.95							
Intl City/County Manage Assoc									
03993									
432998	8/31/2014	893.86	0.00	09/10/2014				False	0

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
001-021-114500 MEMBERSHIPS,CONF & PUBL				Boyce - Intl City/County Mgmnt Assn.					
	432998 Total:	893.86							
	03993 Total:	893.86							
	Intl City/County Manage A	893.86							
Key Creations									
04243X									
4927	8/31/2014	2,634.00	0.00	09/10/2014				False	0
004-004-408500 UNIFORMS/SAFETY EQUIPM				Key Creations					
	4927 Total:	2,634.00							
	04243X Total:	2,634.00							
	Key Creations Total:	2,634.00							
Keystone Contracting									
04244E									
14-205x	8/31/2014	2,700.00	0.00	09/10/2014				False	0
001-029-225000 BUILDING MAINTENANCE/SU				Keystone Contracting - floor - back office					
	14-205x Total:	2,700.00							
	04244E Total:	2,700.00							
	Keystone Contracting Tota	2,700.00							
Kmetic, Shannon									
04261M									
August 2014	8/31/2014	3,000.00	0.00	09/10/2014				False	0
001-022-123000 PROSECUTING ATTY COURT				Kmetic August 2014					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	August 2014 Total:	3,000.00							
	04261M Total:	3,000.00							
	Kmetic, Shannon Total:	3,000.00							
Knapp Construction									
04262									
Sidewalk Repair	8/31/2014	3,950.00	0.00	09/10/2014				False	0
003-003-303000 SEWER SYST MAINTENANCE				Knapp Construction					
	Sidewalk Repair Total:	3,950.00							
	04262 Total:	3,950.00							
	Knapp Construction Total:	3,950.00							
Local Gov't Personnel Institut									
04606									
11200	8/31/2014	765.44	0.00	09/10/2014				False	0
001-021-116000 SURVEYS & CONSULTANTS				LGPI					
	11200 Total:	765.44							
	04606 Total:	765.44							
	Local Gov't Personnel Inst	765.44							
Maverick Welding Supply Inc									
04753									
892069	8/31/2014	8.68	0.00	09/10/2014				False	0
005-005-507000 SHOP SUPPLIES & UTILITIES				Maverick Welding Supply					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	892069 Total:	8.68							
	04753 Total:	8.68							
	Maverick Welding Supply	8.68							
McCoy Electric									
04770									
209408	8/31/2014	3,507.79	0.00	09/10/2014				False	0
001-029-225000 BUILDING MAINTENANCE/SU				McCoy Electric					
	209408 Total:	3,507.79							
	04770 Total:	3,507.79							
	McCoy Electric Total:	3,507.79							
Midwest Tape									
04900									
92051631	8/31/2014	120.36	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
	92051631 Total:	120.36							
92051633	8/31/2014	19.84	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
	92051633 Total:	19.84							
92053438	8/31/2014	235.66	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
	92053438 Total:	235.66							
92054330	8/31/2014	264.30	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
92054330 Total:		264.30							
92054331 001-029-231500 NON-PRINT ITEMS	8/31/2014	250.94	0.00	09/10/2014 Midwest Tape				False	0
92054331 Total:		250.94							
92054332 001-029-231500 NON-PRINT ITEMS	8/31/2014	152.45	0.00	09/10/2014 Midwest Tape				False	0
92054332 Total:		152.45							
92054333 001-029-231500 NON-PRINT ITEMS	8/31/2014	251.24	0.00	09/10/2014 Midwest Tape				False	0
92054333 Total:		251.24							
92055778 001-029-231500 NON-PRINT ITEMS	8/31/2014	45.14	0.00	09/10/2014 Midwest Tape				False	0
92055778 Total:		45.14							
92055990 001-029-231500 NON-PRINT ITEMS	8/31/2014	27.29	0.00	09/10/2014 Midwest Tape				False	0
92055990 Total:		27.29							
92055991 001-029-231500 NON-PRINT ITEMS	8/31/2014	55.99	0.00	09/10/2014 Midwest Tape				False	0
92055991 Total:		55.99							
92056805 001-029-231500 NON-PRINT ITEMS	8/31/2014	53.57	0.00	09/10/2014 Midwest Tape				False	0
92056805 Total:		53.57							
92056807 001-029-231500 NON-PRINT ITEMS	8/31/2014	17.84	0.00	09/10/2014 Midwest Tape				False	0
92056807 Total:		17.84							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
92056808 001-029-231500 NON-PRINT ITEMS	8/31/2014	47.68	0.00	09/10/2014 Midwest Tape				False	0
92056808 Total:		47.68							
92076973 001-029-231500 NON-PRINT ITEMS	8/31/2014	26.84	0.00	09/10/2014 Midwest Tape				False	0
92076973 Total:		26.84							
92076975 001-029-231500 NON-PRINT ITEMS	8/31/2014	97.71	0.00	09/10/2014 Midwest Tape				False	0
92076975 Total:		97.71							
92076976 001-029-231500 NON-PRINT ITEMS	8/31/2014	28.04	0.00	09/10/2014 Midwest Tape				False	0
92076976 Total:		28.04							
92076977 001-029-231500 NON-PRINT ITEMS	8/31/2014	39.59	0.00	09/10/2014 Midwest Tape				False	0
92076977 Total:		39.59							
92086252 001-029-231500 NON-PRINT ITEMS	8/31/2014	99.98	0.00	09/10/2014 Midwest Tape				False	0
92086252 Total:		99.98							
92086254 001-029-231500 NON-PRINT ITEMS	8/31/2014	106.98	0.00	09/10/2014 Midwest Tape				False	0
92086254 Total:		106.98							
92086255 001-029-231500 NON-PRINT ITEMS	8/31/2014	108.47	0.00	09/10/2014 Midwest Tape				False	0
92086255 Total:		108.47							
92086256 001-029-231500 NON-PRINT ITEMS	8/31/2014	14.19	0.00	09/10/2014 Midwest Tape				False	0

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
92086256 Total:		14.19							
92086257	8/31/2014	248.01	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92086257 Total:		248.01							
92086258	8/31/2014	208.67	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92086258 Total:		208.67							
92088385	8/31/2014	22.99	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92088385 Total:		22.99							
92088387	8/31/2014	62.99	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92088387 Total:		62.99							
92091639	8/31/2014	19.84	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92091639 Total:		19.84							
92102146	8/31/2014	38.49	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92102146 Total:		38.49							
92102148	8/31/2014	100.47	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92102148 Total:		100.47							
92102149	8/31/2014	19.84	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92102149 Total:		19.84							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
92102210	8/31/2014	53.48	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92102210 Total:		53.48							
92102211	8/31/2014	76.92	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92102211 Total:		76.92							
92105598	8/31/2014	79.81	0.00	09/10/2014				False	0
001-029-231500 NON-PRINT ITEMS				Midwest Tape					
92105598 Total:		79.81							
04900 Total:		2,995.61							
Midwest Tape Total:		2,995.61							
Molina, Genevra									
04976									
08/13/2014	8/31/2014	90.00	0.00	09/10/2014				False	0
001-022-124500 COURT SUPPLIES & EXPENSE				Court Intrepreter					
08/13/2014 Total:		90.00							
04976 Total:		90.00							
Molina, Genevra Total:		90.00							
National Fire Fighter Corp.									
05260									
1071205	8/31/2014	394.35	0.00	09/10/2014				False	0
001-025-181700 PPE TEST,REPAIR,REPLACE				National Fire Fighter Wildland					
1071205 Total:		394.35							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	05260 Total:	394.35							
	National Fire Fighter Corp	394.35							
Office Depot									
05675									
705496436001	8/31/2014	122.94	0.00	09/10/2014				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Office Depot					
	705496436001 Total:	122.94							
705553627001	8/31/2014	128.02	0.00	09/10/2014				False	0
001-029-225500 OFFICE SUPPL/PROCESSNG M				Office Depot					
	705553627001 Total:	128.02							
710195982001	8/31/2014	82.93	0.00	09/10/2014				False	0
001-029-225500 OFFICE SUPPL/PROCESSNG M				Office Depot					
	710195982001 Total:	82.93							
722046362001	8/31/2014	227.32	0.00	09/10/2014				False	0
001-024-156500 OFFICE SUPPLIES/FORMS				Office Depot					
	722046362001 Total:	227.32							
	05675 Total:	561.21							
	Office Depot Total:	561.21							
Office Max									
05679									
112684	8/31/2014	44.07	0.00	09/10/2014				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Office Max					
	112684 Total:	44.07							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
112852	8/31/2014	5.13	0.00	09/10/2014				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Office Max					
	112852 Total:	5.13							
	05679 Total:	49.20							
	Office Max Total:	49.20							
Oldcastle Precast									
05684N									
020157403	8/31/2014	1,533.00	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Oldcastle Precast					
	020157403 Total:	1,533.00							
020157485	8/31/2014	1,211.00	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Oldcastle Precast					
	020157485 Total:	1,211.00							
	05684N Total:	2,744.00							
	Oldcastle Precast Total:	2,744.00							
Oregon City Awards									
05810									
29404	8/31/2014	75.11	0.00	09/10/2014				False	0
001-021-117000 EMPLOYEE APPRECIATION				Oregon City Awards -Plaque/Anderson					
	29404 Total:	75.11							
	05810 Total:	75.11							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
Oregon City Awards Total:		75.11							
Oregon, State of									
06251A									
60755	8/31/2014	3.00	0.00	09/10/2014				False	0
001-022-124500 COURT SUPPLIES & EXPENSE				DMV					
60755 Total:		3.00							
06251A Total:		3.00							
Oregon, State of Total:		3.00							
Pacific Northwest Telco, Inc.									
06540									
04-17825	8/31/2014	187.50	0.00	09/10/2014				False	0
001-021-110000 TELEPHONES				Pacific NW Telco					
04-17825	8/31/2014	40.00	0.00	09/10/2014				False	0
001-022-124500 COURT SUPPLIES & EXPENSE				Pacific NW Telco					
04-17825 Total:		227.50							
06540 Total:		227.50							
Pacific Northwest Telco, In		227.50							
Pacific Office Automation Inc									
06586									
204195	8/31/2014	42.88	0.00	09/10/2014				False	0
001-024-157000 PRINTING,POSTAGE,COPIES				Pacific Office Automation					
204195 Total:		42.88							
218590	8/31/2014	21.20	0.00	09/10/2014				False	0
001-029-226500 EQUIP LEASE,MAINT & SUPP				Pacific Office Automation					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
218590 Total:		21.20							
06586 Total:		64.08							
Pacific Office Automation		64.08							
Pape Machinary Exchange									
06636M									
73370900	8/31/2014	617.50	0.00	09/10/2014				False	0
005-005-507000 SHOP SUPPLIES & UTILITIES				Pape Rentals					
73370900 Total:		617.50							
06636M Total:		617.50							
Pape Machinary Exchange		617.50							
Paramount Pest Control Inc									
06640									
66749	8/31/2014	48.00	0.00	09/10/2014				False	0
001-021-110500 BUILDING MAINTENANCE				Paramount Pest Control					
66749 Total:		48.00							
06640 Total:		48.00							
Paramount Pest Control Inc		48.00							
Patterson Plumbing, Mike									
06715									
C16103	8/31/2014	2,370.60	0.00	09/10/2014				False	0
001-021-110500 BUILDING MAINTENANCE				Patterson Plumbing					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
C16103 Total:		2,370.60							
06715 Total:		2,370.60							
Patterson Plumbing, Mike		2,370.60							
Portland Compressor									
07005									
585040	8/31/2014	49.10	0.00	09/10/2014				False	0
005-005-515000 STREET MAINTENANCE				Portland Compressor					
585040 Total:		49.10							
07005 Total:		49.10							
Portland Compressor Total		49.10							
Portland General Electric									
07021									
PGE	8/31/2014	691.66	0.00	09/10/2014				False	0
001-025-177500 HEAT & LIGHTS				PGE					
PGE	8/31/2014	1,028.69	0.00	09/10/2014				False	0
001-026-193500 LIGHTS & POWER				PGE					
PGE	8/31/2014	625.45	0.00	09/10/2014				False	0
001-028-213500 OTHER UTILITIES				PGE					
PGE	8/31/2014	40.31	0.00	09/10/2014				False	0
003-003-307000 PUMP STATION MAINTENAN				PGE					
PGE	8/31/2014	1,541.65	0.00	09/10/2014				False	0
004-004-406000 ELECTRIC POWER/LEASE LIN				PGE					
PGE	8/31/2014	574.54	0.00	09/10/2014				False	0
005-005-508000 TRAFFIC SIGNAL MAINTENA				PGE					
PGE	8/31/2014	406.18	0.00	09/10/2014				False	0
005-005-507000 SHOP SUPPLIES & UTILITIES				PGE					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	PGE Total:	4,908.48							
	07021 Total:	4,908.48							
	Portland General Electric T	4,908.48							
Portland Habilitation Center									
07027									
84868	8/31/2014	403.74	0.00	09/10/2014				False	0
001-021-108500 JANITOR SERVICES				Portland Habilitation					
	84868 Total:	403.74							
84869	8/31/2014	286.31	0.00	09/10/2014				False	0
001-025-176000 JANITORIAL SERVICES				Portland Habilitation					
	84869 Total:	286.31							
	07027 Total:	690.05							
	Portland Habilitation Cente	690.05							
Portland Windustrial Co									
07060M									
9685800	8/31/2014	2,907.68	0.00	09/10/2014				False	0
004-004-406500 WATER SYSTEM MAINTENAN				Portland Windustrial					
	9685800 Total:	2,907.68							
9716302	8/31/2014	107.70	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Portland Windustrial					
	9716302 Total:	107.70							
9725100	8/31/2014	44.90	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Portland Windustrial					

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
9725100 Total:		44.90							
9725101	8/31/2014	44.90	0.00	09/10/2014				False	0
004-004-406500 WATER SYSTEM MAINTENAN				Portland Windustrial					
9725101 Total:		44.90							
9746800	8/31/2014	4,225.79	0.00	09/10/2014				False	0
004-004-406500 WATER SYSTEM MAINTENAN				Portland Windustrial					
9746800 Total:		4,225.79							
9765700	8/31/2014	723.27	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Portland Windustrial					
9765700 Total:		723.27							
9765701	8/31/2014	127.15	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Portland Windustrial					
9765701 Total:		127.15							
9765702	8/31/2014	42.64	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Portland Windustrial					
9765702 Total:		42.64							
9772200	8/31/2014	381.43	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Portland Windustrial					
9772200 Total:		381.43							
9772201	8/31/2014	101.24	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Portland Windustrial					
9772201 Total:		101.24							
9772202	8/31/2014	51.08	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Portland Windustrial					
9772202 Total:		51.08							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	07060M Total:	8,757.78							
	Portland Windustrial Co To	8,757.78							
Rackspace Email & Apps									
07280									
2592846	8/31/2014	622.00	0.00	09/10/2014				False	0
001-021-115500 DATA PROCESSING/MAINT/L				Rackspace email					
	2592846 Total:	622.00							
	07280 Total:	622.00							
	Rackspace Email & Apps T	622.00							
RH Media Services LLC									
07488S									
64	8/31/2014	5,201.38	0.00	09/10/2014				False	0
001-021-115500 DATA PROCESSING/MAINT/L				RH Media Services					
	64 Total:	5,201.38							
	07488S Total:	5,201.38							
	RH Media Services LLC T	5,201.38							
Ricoh USA Inc									
07510M									
92950870	8/31/2014	347.89	0.00	09/10/2014				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Ricoh Lease					
	92950870 Total:	347.89							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
07510M Total:		347.89							
Ricoh USA Inc Total:		347.89							
Rodda Paint									
07576									
13729559	8/31/2014	561.48	0.00	09/10/2014				False	0
005-005-515000 STREET MAINTENANCE				Rodda Paint					
13729559 Total:		561.48							
13729821	8/31/2014	140.37	0.00	09/10/2014				False	0
005-005-515000 STREET MAINTENANCE				Rodda Paint					
13729821 Total:		140.37							
13730063	8/31/2014	421.11	0.00	09/10/2014				False	0
005-005-515000 STREET MAINTENANCE				Rodda Paint					
13730063 Total:		421.11							
17824076	8/31/2014	39.50	0.00	09/10/2014				False	0
005-005-515000 STREET MAINTENANCE				Rodda Paint					
17824076 Total:		39.50							
07576 Total:		1,162.46							
Rodda Paint Total:		1,162.46							
S & D Truck Service, Inc.									
08095									
19162	8/31/2014	379.28	0.00	09/10/2014				False	0
005-005-504500 EQUIPMENT REPAIRS				S & D Truck Service, Inc.					
19162 Total:		379.28							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
19163	8/31/2014	643.13	0.00	09/10/2014				False	0
005-005-504500 EQUIPMENT REPAIRS				S & D Truck Service, Inc.					
	19163 Total:	643.13							
19164	8/31/2014	672.26	0.00	09/10/2014				False	0
005-005-504500 EQUIPMENT REPAIRS				S & D Truck Service, Inc.					
	19164 Total:	672.26							
19165	8/31/2014	108.16	0.00	09/10/2014				False	0
005-005-504500 EQUIPMENT REPAIRS				S & D Truck Service, Inc.					
	19165 Total:	108.16							
	08095 Total:	1,802.83							
	S & D Truck Service, Inc.	1,802.83							
Sanderson Safety Supply									
07711									
1045386-01	8/31/2014	264.00	0.00	09/10/2014				False	0
001-025-181400 SCBA MAINTENANCE				Sanderson Safety - Hydrotest					
	1045386-01 Total:	264.00							
	07711 Total:	264.00							
	Sanderson Safety Supply T	264.00							
Satcom Global									
07717R									
AS08140443	8/31/2014	42.75	0.00	09/10/2014				False	0
001-024-164600 EMERGENCY MANAGEMENT				Satcom Global					
	AS08140443 Total:	42.75							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	07717R Total:	42.75							
	Satcom Global Total:	42.75							
Sierra Springs									
07905									
13891887081414	8/31/2014	56.84	0.00	09/10/2014				False	0
001-021-113000 OFFICE SUPPLIES/PRINT/POS				Sierra Springs					
	13891887081414 Total:	56.84							
	07905 Total:	56.84							
	Sierra Springs Total:	56.84							
Sisul Engineering									
07960									
SGL 13-002-17	8/31/2014	4,793.50	0.00	09/10/2014				False	0
005-005-509000 ENGINEERING SERVICES				Sisul Engineering					
	SGL 13-002-17 Total:	4,793.50							
SGL 13-025-11	8/31/2014	270.00	0.00	09/10/2014				False	0
001-026-197500 METRO LOCAL SHARE				Sisul Engineering					
	SGL 13-025-11 Total:	270.00							
SGL 14-029-04	8/31/2014	5,512.50	0.00	09/10/2014				False	0
005-005-509000 ENGINEERING SERVICES				Sisul Engineering					
	SGL 14-029-04 Total:	5,512.50							
SGL 14-035-03	8/31/2014	480.00	0.00	09/10/2014				False	0
003-003-306000 ENGINEERING SERVICES				Sisul Engineering					
	SGL 14-035-03 Total:	480.00							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	07960 Total:	11,056.00							
	Sisul Engineering Total:	11,056.00							
Six Robblees Inc									
07966									
10-376306	8/31/2014	97.39	0.00	09/10/2014				False	0
005-005-507000 SHOP SUPPLIES & UTILITIES				Six Roblees					
	10-376306 Total:	97.39							
	07966 Total:	97.39							
	Six Robblees Inc Total:	97.39							
Sonsray Machinery LLC									
08044									
PicPak-10	8/31/2014	101.01	0.00	09/10/2014				False	0
005-005-504500 EQUIPMENT REPAIRS				Sonsray Machinery					
	PicPak-10 Total:	101.01							
W00129-10	8/31/2014	1,003.77	0.00	09/10/2014				False	0
003-003-306500 EQUIPMENT REPAIR				Sonsray Machinery					
	W00129-10 Total:	1,003.77							
	08044 Total:	1,104.78							
	Sonsray Machinery LLC T	1,104.78							
Springbrook Software									
08086									
1344	8/31/2014	600.00	0.00	09/10/2014				False	0

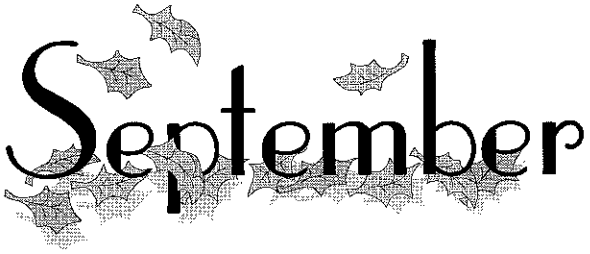
Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
001-021-115500 DATA PROCESSING/MAINT/L				Springbrook Software					
1344 Total:		600.00							
INV29040	8/31/2014	223.06	0.00	09/10/2014				False	0
001-021-115500 DATA PROCESSING/MAINT/L				Springbrook Software					
INV29040 Total:		223.06							
INV29091	8/31/2014	281.50	0.00	09/10/2014				False	0
001-021-115500 DATA PROCESSING/MAINT/L				Springbrook Software					
INV29091 Total:		281.50							
08086 Total:		1,104.56							
Springbrook Software Tota		1,104.56							
Stein Oil Co. Inc.									
08205									
CL04231	8/31/2014	781.22	0.00	09/10/2014				False	0
001-025-173000 ENGINE & VEHICLE MAINTE				Stein Oil -					
CL04231	8/31/2014	17.04	0.00	09/10/2014				False	0
001-025-173000 ENGINE & VEHICLE MAINTE				Stein Oil - Finance charge					
CL04231 Total:		798.26							
CL04247	8/31/2014	643.73	0.00	09/10/2014				False	0
005-005-504000 EQUIPMENT OPERATION				Stein Oil -					
CL04247	8/31/2014	190.86	0.00	09/10/2014				False	0
001-026-194000 EQUIPMENT OPERATION/MA				Stein Oil -					
CL04247	8/31/2014	129.38	0.00	09/10/2014				False	0
001-028-214000 TRAM EXPENSES				Stein Oil					
CL04247	8/31/2014	172.30	0.00	09/10/2014				False	0
004-004-407000 EQUIPMENT OPERATION/MA				Stein Oil -					
CL04247 Total:		1,136.27							
CL04520	8/31/2014	161.64	0.00	09/10/2014				False	0

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
001-026-194000 EQUIPMENT OPERATION/MA				Stein Oil					
CL04520	8/31/2014	149.25	0.00	09/10/2014				False	0
001-028-214000 TRAM EXPENSES				Stein Oil					
CL04520	8/31/2014	103.53	0.00	09/10/2014				False	0
003-003-303000 SEWER SYST MAINTENANCE				Stein Oil					
CL04520	8/31/2014	96.88	0.00	09/10/2014				False	0
004-004-407000 EQUIPMENT OPERATION/MA				Stein Oil					
CL04520	8/31/2014	1,090.36	0.00	09/10/2014				False	0
005-005-504000 EQUIPMENT OPERATION				Stein Oil					
CL04520	8/31/2014	10.00	0.00	09/10/2014				False	0
005-005-504000 EQUIPMENT OPERATION				Stein Oil - Fire Marshall Fee					
	CL04520 Total:	1,611.66							
	08205 Total:	3,546.19							
	Stein Oil Co. Inc. Total:	3,546.19							
Tigard Sand & Gravel									
08465									
175199	8/31/2014	944.80	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Tigard Sand & Gravel					
	175199 Total:	944.80							
	08465 Total:	944.80							
	Tigard Sand & Gravel Tota	944.80							
Traffic Safety Supply Co. Inc.									
08566									
987217	8/31/2014	1,754.70	0.00	09/10/2014				False	0
005-005-515000 STREET MAINTENANCE				Traffic Safety Supply					
	987217 Total:	1,754.70							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
08566 Total:		1,754.70							
Traffic Safety Supply Co. I		1,754.70							
Tualatin Valley Fire & Rescue									
08652									
2916	8/31/2014	47.11	0.00	09/10/2014				False	0
001-025-173000 ENGINE & VEHICLE MAINTE				TVFR					
2916 Total:		47.11							
3017	8/31/2014	38.22	0.00	09/10/2014				False	0
001-025-173000 ENGINE & VEHICLE MAINTE				TVFR					
3017 Total:		38.22							
3018	8/31/2014	7.69	0.00	09/10/2014				False	0
001-025-173000 ENGINE & VEHICLE MAINTE				TVFR					
3018 Total:		7.69							
08652 Total:		93.02							
Tualatin Valley Fire & Res		93.02							
Union Security Insurance									
02915									
4005790-212	8/31/2014	0.70	0.00	09/10/2014				False	0
001-024-160000 POLICE RESERVE LIFE INSUR				Union Security					
4005790-212	8/31/2014	156.55	0.00	09/10/2014				False	0
001-025-177000 LIFE/DISBABILITY/ACTIVITY				Union Security					
4005790-212	8/31/2014	-10.27	0.00	09/10/2014				False	0
001-025-177000 LIFE/DISBABILITY/ACTIVITY				Union Security - Adjustment/Daves					
4005790-212 Total:		146.98							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	02915 Total:	146.98							
	Union Security Insurance T	146.98							
US Bank									
08802C									
Q27440	7/31/2014	52.00	0.00	09/10/2014				False	0
001-029-225500 OFFICE SUPPL/PROCESSNG M				U.S. Bank - Card Fees					
	Q27440 Total:	52.00							
	08802C Total:	52.00							
	US Bank Total:	52.00							
Verizon Wireless									
08943A									
9730601270	8/31/2014	681.30	0.00	09/10/2014				False	0
001-025-177800 CELL PHONES,PAGERS,RADI				Verizon					
	9730601270 Total:	681.30							
	08943A Total:	681.30							
	Verizon Wireless Total:	681.30							
Waite Concrete Products LLC									
09005									
31280	8/31/2014	1,320.00	0.00	09/10/2014				False	0
003-003-308000 STORM/SANI SYSTEM IMPRO				Waite Concrete - Catch Basins					
	31280 Total:	1,320.00							

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description	Task Label	Type / Reference	PO #	Close PO	Line #
	09005 Total:	1,320.00							
	Waite Concrete Products L	1,320.00							
	Report Total:	265,392.61							



REGULAR AGENDA

City of Gladstone

Staff Report

Report Date: September 4, 2014
Meeting Date: September 9, 2014
To: Mayor, City Council
From: Pete Boyce, City Administrator

AGENDA ITEM

Staff Report Discussion

HISTORY/BACKGROUND

Councilors Sieckmann and Reisner have proposed the attached staff report template for use in city council packets.

PROPOSAL/ OPTIONS

See attached proposed template. In some cases the report may require additional staff time to prepare depending on the topic. The additional information could help eliminate some questions at council meetings speeding up the process. There is the potential some topics could take longer to get to city council depending on the complexity of the topic.

RECOMMENDED STAFF ACTION

Staff recommends City Council accept the staff report with the understanding that adjustments may be necessary as the template is used.

COST IMPACT

Cost impact could include additional staff time to prepare some topics for city council consideration. The addition of tracking staff time and reporting back would also be an additional task that is not currently performed. Staff time would depend on the project and is not able to be estimated.

City of Gladstone

Staff Report

Report Date:
Meeting Date:
To:
From:

AGENDA ITEM

Describe the type of project that is being presented.

History/Background

Describe the existing issue you are attempting resolve. If this is a replacement of existing, showing escalating maintenance costs could be helpful

Proposal/Options

Describe the proposal and any options that were looked at. This section would also include any bids and differences between them if any, pros and cons of each option. If no other options or bids were looked at, explain why. This section should include a proposed project schedule. If this is an internal project, explain all needed personnel, outside professional services, proper tools or equipment needed to rent, lease, or purchase, necessary training, etc. that we do not possess. Are there portions of this project that could require legal or code review, and possible changes? If so explain. Make sure to include supporting documents such as contracts, graphs, supplemental reports, bids or quotes, emails, pictures, maps, etc.

RECOMMENDED STAFF ACTION

State the option you recommend and why. Describe the process of how your project will be implemented. This should include other relevant information that would be helpful. What will be the benefit of accepting the recommendation, and what happens if no action is taken?

COST IMPACT

Include the costs of the project including staff time, if this is estimated, submit actual costs at completion of project. Compare and contrast the costs versus the benefits to the project, even if the benefits are not in your favor.

Department Head Signature	Date	City Administrator Signature	Date

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City of Gladstone

Staff Report

Report Date: September 3, 2014
Meeting Date: September 9, 2014
To: City Administrator Pete Boyce
From: Scott Tabor, Public Works Supervisor

AGENDA ITEM

2014 Pavement Rehabilitation Project.

History/Background

Asphalt pavement maintenance treatments can be separated into two categories: preventive maintenance and rehabilitation. Preventive maintenance includes surface treatments applied early in the life of the roadway to prolong the life of the roadway. Examples of preventive maintenance treatments include crack sealing, slurry sealing microsurfacing and spot repairs. Rehabilitation includes physically changing the existing pavement section. Examples of rehabilitation repairs include pavement overlay, cold plane pavement removal & overlay, and removal and reconstruction of the street structural section down to the subgrade soil.

The City of Gladstone has not completed any major pavement restoration projects since the Federal AARA money that was used on Portland Avenue, E. Arlington Street and E. Dartmouth Street in 2008.

Proposal/Options

Three major arterial roadways are in need of immediate rehabilitation.

Oatfield Road from Barbury Drive north to Caldwell Street:
This arterial was last worked on in the year 2000. In the fourteen years since it was last maintained, the roadway has developed multiple soft spots that require excavation and rebasing. There are also areas of delamination of the surface asphalt that require Cold Plane removal and repaving. While this rehabilitation work is being performed, preventive maintenance in the form of crack sealing will be applied to prolong the pavement life by preventing water from seeping into the pavement subgrade.

E. Hereford Street from Portland Avenue to Oatfield Road:
This arterial has only been slurry sealed in patches over the past twenty years. Core samples show that there is asphalt pavement in the travel lanes of the roadway, but in certain locations in the parking lanes there is only chip seal and slurry seal, with no actual asphalt concrete pavement along the outer edges of the arterial. E. Hereford Street needs a total reconstruction down to subgrade, which will require some new curbing and sidewalk reconstruction. Estimations for a total street rebuild are $750,000 and up.

The proposal is to Cold Plane the pavement surface to try and add conformity to the street crown, and to remove layers of delaminating slurry seal that is now turning to dust and causing a very uneven pavement surface that traps water and leads to further deterioration. Following cold planning, the entire street will receive a two-inch pavement overlay. This is not a complete fix but we estimate we can get a 10 to 12 year fix until funding is available for a total rebuild.

W. Arlington Street Dig Up & Repair (patch repair near Barton Avenue)
This arterial was re-built in 2003 and there are certain areas of the street where the pavement is failing. When this street was re-built, it was my opinion that the crush aggregate used was not a good quality to be compacted as it contained a large amount of round aggregate, and that is why we are seeing this sections failure. The proposed repair is to dig up a 1,440 square foot failing section, remove the poor base aggregate, install a geogrid for added base stability, and then rebuild the street section.

With the assistance of Sisul Engineering, the City of Gladstone prepared Contract Documents for the 2014 Pavement Rehabilitation Project. In accordance with City and State contracting procedures, an invitation to bid was solicited from contractors. The project was advertised in the Daily Journal of Commerce on August 22 and 25, 2014 and copies of the Contract Documents were placed in the DJC Project Center, the Contractor Plan Center and on the City of Gladstone website.

A non-mandatory pre-bid meeting was held at two of the three construction sites on August 26, 2014. Five contractors attended the pre-bid meeting. On Tuesday, September 2, 2014, the City of Gladstone opened bids for the project. Six bids were received with the lowest responsive and responsible bid submitted by Brix Paving Northwest, Inc. The bidders and their bid amounts are listed below:

Brix Paving Northwest, Inc.	$273,712.65
Portland Road and Driveway Company, Inc.	$293,425.00
Eastside Paving, Inc.	$317,559.50
S-2 Contractors, Inc.	$329,960.00
Eagle-Elsner, Inc.	$347,557.50
Knife River Corporation – Northwest	$376,072.50

RECOMMENDED STAFF ACTION

Award the bid and authorize the City Administrator to execute the Contract Agreement in the amount of $273,712.65 with Brix Paving Northwest, Inc. to provide construction services to complete the 2014 Pavement Rehabilitation Project.

The benefit to accepting the project is that two of the most heavily traveled City arterials will have much needed preventive maintenance and rehabilitation repairs completed. These repairs will protect and extend the life of these assets. A third arterial will have a repair completed that may limit further deterioration of surrounding pavement not yet showing signs of distress.

If no action is taken, these three arterial roadways will continue to deteriorate. Further deterioration will force more expensive repairs to be undertaken in the near future in order to keep the roadways in an acceptable condition.

COST IMPACT

Cost impact will include $273,712.65 from the City Street Maintenance Fund for the construction work.

Additional expenses will be incurred for consulting services including: Geotechnical Engineering, Civil Engineering Inspection, and Construction Surveying. Consulting Services are estimated in the amount of $10,000.

City Staff time will be needed for Construction Administration, monitoring the Cold Plane Pavement Removal in Hereford Street and Oatfield Road, and to assist the Contractor with lowering manhole lids in Hereford Street where no grade rings are present on the manholes. Total City Staff time is estimated at ???? This is unknown at this time, but will be minimal.

Scott Tabor	9-3-14		9.3.14
Department Head Signature	Date	City Administrator Signature	Date

City of Gladstone

Bid Opening: 2014 Pavement Rehabilitation Project

Opening: September 2, 2014 2:00 PM

	Contractor	Bid	Addenda Acknowledged?	Signed?
1.	EAGLE-ELSNER	$ 347,557.50	✓	✓
2.	BRIX PAVING NW	$ 273,712.05	✓	✓
3.	KNIFE RIVER	$ 376,072.50	✓	✓
4.	PORTLAND ROAD & DRIVEWAY	$ 293,425.00	✓	✓
5.	EASTSIDE PAVING	$ 317,559.50	✓	✓
6.	S-2 CONTRACTORS	$ 329,960.00	✓	✓
7.		$		
8.		$		
9.		$		
10.		$		
11.		$		
12.		$		
13.		$		
14.		$		
15.		$		
16.		$		
17.		$		
18.		$		
19.		$		
20.		$		
21.		$		
22.		$		
23.		$		
24.		$		
25.		$		
26.		$		
27.		$		

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BID TABULATION

Date: September 2, 2014

2014 Pavement Rehabilitation Project

Item	Description	Units	Quantity	Engineer's Estimate Unit Price	Engineer's Estimate Total	Brix Paving Northwest, Inc. Unit Price	Brix Paving Northwest, Inc. Total
01-210	Mobilization	Lump Sum	1	$40,000.00	$40,000.00	$10,027.45	$10,027.45
02-280	Erosion & Sediment Control	Lump Sum	1	$3,500.00	$3,500.00	$2,376.88	$2,376.88
03-290	Pollution Control Plan	Lump Sum	1	$1,000.00	$1,000.00	$276.38	$276.38
ARLINGTON STREET							
04-225	Temporary Work Zone Traffic Control, Complete for Arlington Street	Lump Sum	1	$2,000.00	$2,000.00	$165.83	$165.83
05-744	Level 3, 3/8" Dense MHMAC Pavment, PG 70-22	Tons	52	$80.00	$4,160.00	$95.20	$4,950.40
06-748	6 Inch Asphalt Concrete Pavment Repair	Square Yard	160	$79.00	$12,640.00	$57.49	$9,198.40
07-860	Longitudinal Pavement Markings - Paint	Lineal Foot	180	$0.50	$90.00	$0.94	$169.20
OATFIELD ROAD							
08-225	Temporary Work Zone Traffic Control, Complete for Oatfield Road	Sump Sum	1	$30,000.00	$30,000.00	$10,367.64	$10,367.64
09-620	Cold Plane Pavement Removal 0-2 Inches Deep	Square Yard	505	$20.00	$10,100.00	$13.27	$6,701.35
10-744	Level 3, 3/8" Dense MHMAC Pavment, PG 70-22	Tons	237	$80.00	$18,960.00	$145.76	$34,545.12
11-746	Crack Sealing	Lineal Foot	9500	$0.70	$6,650.00	$1.16	$11,020.00
12-748	6 Inch Asphalt Concrete Pavment Repair	Square Yard	557	$75.00	$41,775.00	$45.33	$25,248.81
13-748	Asphalt Concrete Pavement Repair, Skin Patch	Square Yard	6	$40.00	$240.00	$119.10	$714.60
14-855	Mono-Directional White Type 1AR Markers	Each	60	$6.00	$360.00	$5.53	$331.80
15-855	Mono-Directional Yellow Type 1AR Markers	Each	40	6	$240.00	$5.53	$221.20
16-860	Longitudinal Pavement Markings - Paint	Lineal Foot	1350	0.25	$337.50	$0.33	$445.50
17-867	Pavement Legend, Type B: Bicycle Lane Stencil	Each	4	$300.00	$1,200.00	$315.08	$1,260.32
HEREFORD STREET							
18-225	Temporary Work Zone Traffic Control, Complete for Hereford Street	Lump Sum	1	$30,000.00	$30,000.00	$6,306.83	$6,306.83
19-620	Cold Plane Pavement Removal 0-2 Inches Deep	Square Yard	2480	$15.00	$37,200.00	$2.54	$6,299.20
20-620	Cold Plane Pavement Removal 2-3 Inches Deep	Square Yard	3720	$3.00	$11,160.00	$3.00	$11,160.00
21-620	Cold Plane Pavement Removal 3-4 Inches Deep	Square Yard	6200	$4.00	$24,800.00	$3.51	$21,762.00
22-744	Level 3, 3/8" Dense MHMAC Pavment, PG 70-22	Tons	1350	$80.00	$108,000.00	$79.19	$106,906.50
23-860	Longitudinal Pavement Markings - Paint	Lineal Foot	5260	$0.25	$1,315.00	$0.29	$1,525.40
24-867	Pavement Bar, Type B	Square Foot	164	$10.00	$1,640.00	$10.56	$1,731.84
	Total Construction Cost				$387,367.50		$273,712.65

Portland Road & Driveway Company, Inc.		Eastside Paving, Inc.		S-2 Contractors, Inc.		Eagle-Elsner, Inc.		Knife River Corporation - Northwest	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
$25,000.00	$25,000.00	$15,000.00	$15,000.00	$23,000.00	$23,000.00	$7,000.00	$7,000.00	$37,085.00	$37,085.00
$2,440.00	$2,440.00	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$3,000.00	$3,000.00	$3,000.00	$3,000.00
$460.00	$460.00	$500.00	$500.00	$2,000.00	$2,000.00	$400.00	$400.00	$500.00	$500.00
$2,500.00	$2,500.00	$2,750.00	$2,750.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
$115.00	$5,980.00	$135.00	$7,020.00	$100.00	$5,200.00	$137.00	$7,124.00	$215.00	$11,180.00
$30.00	$4,800.00	$39.75	$6,360.00	$70.00	$11,200.00	$54.00	$8,640.00	$52.00	$8,320.00
$2.00	$360.00	$5.25	$945.00	$6.00	$1,080.00	$1.60	$288.00	$2.80	$504.00
$15,000.00	$15,000.00	$19,423.00	$19,423.00	$8,000.00	$8,000.00	$22,000.00	$22,000.00	$26,000.00	$26,000.00
$15.00	$7,575.00	$20.00	$10,100.00	$10.00	$5,050.00	$15.80	$7,979.00	$15.50	$7,827.50
$130.00	$30,810.00	$135.00	$31,995.00	$150.00	$35,550.00	$158.00	$37,446.00	$165.00	$39,105.00
$1.00	$9,500.00	$1.75	$16,625.00	$1.30	$12,350.00	$1.20	$11,400.00	$1.15	$10,925.00
$40.00	$22,280.00	$48.50	$27,014.50	$70.00	$38,990.00	$68.00	$37,876.00	$67.00	$37,319.00
$100.00	$600.00	$150.00	$900.00	$100.00	$600.00	$90.00	$540.00	$36.00	$216.00
$6.00	$360.00	$5.25	$315.00	$6.00	$360.00	$5.00	$300.00	$7.00	$420.00
$6.00	$240.00	$5.25	$210.00	$6.00	$240.00	$5.00	$200.00	$7.00	$280.00
$1.00	$1,350.00	$2.20	$2,970.00	$2.60	$3,510.00	$0.35	$472.50	$2.20	$2,970.00
$325.00	$1,300.00	$500.00	$2,000.00	$500.00	$2,000.00	$300.00	$1,200.00	$240.00	$960.00
$15,000.00	$15,000.00	$6,500.00	$6,500.00	$5,000.00	$5,000.00	$18,500.00	$18,500.00	$17,500.00	$17,500.00
$1.50	$3,720.00	$3.00	$7,440.00	$2.00	$4,960.00	$2.25	$5,580.00	$1.85	$4,588.00
$2.00	$7,440.00	$3.00	$11,160.00	$2.50	$9,300.00	$3.95	$14,694.00	$3.10	$11,532.00
$2.75	$17,050.00	$3.00	$18,600.00	$3.00	$18,600.00	$4.75	$29,450.00	$3.80	$23,560.00
$84.50	$114,075.00	$90.00	$121,500.00	$95.00	$128,250.00	$95.00	$128,250.00	$93.00	$125,550.00
$0.75	$3,945.00	$0.70	$3,682.00	$1.00	$5,260.00	$0.30	$1,578.00	$0.65	$3,419.00
$10.00	$1,640.00	$12.50	$2,050.00	$15.00	$2,460.00	$10.00	$1,640.00	$8.00	$1,312.00
	$293,425.00		$317,559.50		$329,960.00		$347,557.50		$376,072.50

PROPOSAL

City of Gladstone
525 Portland Avenue
Gladstone, OR 97027

Ladies and Gentlemen:

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the Owner.

The bidder further declares that he/she: a) has examined the plans, specifications, and other proposed contract documents; b) has determined the extent, character, and location of the proposed work; c) has personally inspected the sites of the work and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work; d) does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times in accordance with the other terms and conditions of the Bid Documents; and e) agrees that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project (unless identified as being supplied or performed by the City of Gladstone or Others) entitled:

2014 PAVEMENT REHABILITATION PROJECT

and all specified work appurtenant thereto, for the Owner within the time limit specified and in accordance with plans, specifications, and change order documents prepared by Sisul Engineering for the sums set forth in the following schedule of prices.

Bidder Acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ADDENDUM NO. 1

DATE: August 26, 2014

TO: All Bidders

FROM: Pat Sisul, Project Engineer
Scott Tabor, City of Gladstone Public Works Supervisor

SUBJECT: **CITY OF GLADSTONE, 2014 PAVEMENT REHABILITATION PROJECT**

Notice is hereby given to prospective bidders that the Contract Documents have been amended as follows:

ITEM 1: **REVISION TO PROPOSAL**
See attached Proposal, 4 pages.

The Proposal has been revised. On Sheet 2 of the Proposal, Payment for Arlington Street Asphalt Concrete will be made under a new line Item, 05-744, Level 3, 3/8" Dense, MHMAC Pavement, PG 70-22. Under the tab for Oatfield Road, line Item 10-744, has been modified to Level 3, ½" Dense MHMAC Pavement and the quantity for said line item has been modified to include the tonnage needed for the Asphalt Concrete Pavement Repairs. On Sheet 4 of the Proposal, the old bullet (c) has become bullet (d) and a new bullet (c) has been added.

ITEM 2: **ADD MEETING MINUTES FOR PRE-BID CONFERENCE FOR PROSPECTIVE BIDDERS**
See attached Meeting Minutes for Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM, 2 pages.

ITEM 3: **REVISION TO SPECIAL TECHNICAL PROVISIONS,**
See attached Special Technical Provisions, 11 pages.

These revised Special Technical Provisions shall replace the Special Technical Provisions in the original Contract Documents. Revisions to the Special Technical Provisions are highlighted in yellow.

END OF ADDENDUM

All bidders shall acknowledge receipt of this addendum by dating and signing the appropriate line in the Bid Proposal submitted with their bid. Page 3 of the Proposal must be marked: Addenda: No. 1 to No. 1 inclusive.

5-B

SCHEDULE OF PRICES

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
01-210	MOBILIZATION	1	LS	$ 10,027 45	$ 10,027 45
02-280	EROSION & SEDIMENT CONTROL	1	LS	$ 2376 88	$ 2,376 88
03-290	POLLUTION CONTROL PLAN	1	LS	$ 276 38	$ 276 38
ARLINGTON STREET					
04-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR ARLINGTON STREET	1	LS	$ 165 83	$ 165 83
05-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	52	TONS	$ 95 20	$ 4950 40
06-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	160	SY	$ 57 49	$ 9,198 40
07-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	180	LF	$ .94	$ 169 20
OATFIELD ROAD					
08-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR OATFIELD ROAD	1	LS	$ 10,367 64	$ 10,367 64
09-620	COLD PLANE PAVEMENT REMOVAL 0-2 INCHES DEEP	505	SY	$ 13 27	$ 6701 35
10-744	LEVEL 3, 1/2" DENSE, MHMAC PAVEMENT	237	TON	$ 145 76	$ 34,545 12
11-746	CRACK SEALING	9,500	LF	$ 1 16	$ 11,020 —
12-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	557	SY	$ 45 33	$ 25,248 81
13-748	ASPHALT CONCRETE PAVEMENT REPAIR, SKIN PATCH	6	SY	$ 119 10	$ 714 60
14-855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS	60	EA	$ 5 53	$ 331 80
15-855	BY_DIRECTIONAL YELLOW TYPE 1AR MARKERS	40	EA	$ 5 53	$ 221 20
16-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	1,350	LF	$ .33	$ 445 50
17-867	PAVEMENT LEGEND, TYPE B: BICYCLE LANE STENCIL	4	EA	$ 315 08	$ 1260 32
HEREFORD STREET					
18-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR HEREFORD STREET	1	LS	$ 6,306 83	$ 6,306 83
19-620	COLD PLANE PAVEMENT REMOVAL, 0-2 INCHES DEEP	2,480	SY	$ 2 54	$ 6,299 20
20-620	COLD PLANE PAVEMENT REMOVAL, 2-3 INCHES DEEP	3,720	SY	$ 3 —	$ 11,160 —
21-620	COLD PLANE PAVEMENT REMOVAL, 3-4 INCHES DEEP	6,200	SY	$ 3 51	$ 21,762 —
22-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	1,350	TON	$ 79 19	$ 106,906 50
23-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	5,260	LF	$ .29	$ 1525 40
24-867	PAVEMENT BAR, TYPE B	164	SF	$ 10 56	$ 1,731 84
				TOTAL AMOUNT	$ 273,712 65

The conditions or qualifications, upon which the undersigned bidder will accept award of the Contract, are as follows:

NONE

The undersigned agrees that, if awarded the Contract, he will commence work within 10 calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within the specified number of days set forth in the Information for Bidders.

The undersigned certifies that:

(a) He has examined the site of the work.
(b) He understands the manner of payment for the cost of the Project.
(c) He has received and duly considered the Meeting Minutes for the Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM.
(d) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: No. 1 to No. 1 inclusive.

Plan Revisions Sheets: No. N/A

Plan Addition Sheets: No. N/A

The undersigned agrees that upon written acceptance of this bid, the Bidder will, within ten (10) days of receipt of such notice, execute a formal contract agreement with the Owner in the form attached hereto, and that the Bidder will provide acceptable Performance Bond and Payment Bond. In case of default in execution of the contract or in delivery of an acceptable bond, the Owner has the right to reject the Bidders proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, and to postpone award for reasonable time.

Dated at Sherwood or this 29 day of August 2014

Brix Paving Northwest
Name of Firm

PO Box 2388 Tualatin or 97062
Business Address

Signature of Responsible Official

VP
Title

Oregon
State of Incorporation

Rick Beyer Brick Obye Matt Wilson Tim Heerner
Names of Partners

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Brix Paving Northwest, Inc., PO Box 2388, Tualatin, OR 97062
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Old Republic Surety Company, 10220 SW Greenburg Rd., Suite 640, Portland, OR 97223
(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Wisconsin
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Gladstone, 525 Portland Ave., Gladstone, OR 97027
(Here insert full name and address or legal title of owner)

as Obligee, hereinafter called the Obligee, in the sum of Ten percent of the total amount bid - Dollars($ 10%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2014 Pavement Rehabilitation Project, Gladstone, OR
(Insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day September 20 14

Brix Paving Northwest, Inc.

(Principal) Aug 29 2014 (Seal)

(Witness)

(Title)

Old Republic Surety Company

(Surety) Ruby M. Haskell (Seal)

(Witness) Kristen McGillvrey

Attorney-in-Fact
(Title)

5-12

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint

KRISTEN MCGILLVREY, RUBY M. HASKELL, LARRY C BUCK, STEVEN J HANSON, TINA A COSTA, OF EUGENE, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF
TEN MILLION DOLLARS ($10,000,000) ---------- FOR ANY SINGLE
OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of MAY, 2014.

OLD REPUBLIC SURETY COMPANY

Phyllis M Johnson
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 12TH day of MAY, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2014

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77-5930

Signed and sealed at the City of Brookfield, WI this 2nd day of September 2014

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL

Jane E. Sherney
Assistant Secretary

WARD INSURANCE AGENCY, INC.

5-13

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

22851-W ORSC 22262 (5-10)

FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM

All Bidders shall comply with ORS 279.370 subsection (2).

Project Name: **2014 PAVEMENT REHABILITATION PROJECT**

Bid Closing: Date: SEPT 2 2014 Time: 2 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. *(Attach additional sheets if needed)*

Name	Dollar Value	Category of Work
1) Landis + Landis	$ 31,157	Excavation
2) Hatch Western	$ 12,152	Milling
3) C+R	$ 9,975	Crack Seal
4) Apple A Line	$ 5,132	Striping
5) E-2	12,883	Traffic Control

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Bidders Name: Brix Paving Northwest

Contact Name: Rick Boyer Phone No: 503 570 9355

S-14

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION FORM

AS REQUIRED BY CERTAIN OREGON REVISED STATUES (ORS)

BIDDER'S NAME: Brix Paving Northwest

PROJECT NAME: 2014 Pavement Rehabilitation

ORS 279C.605(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The City's award of the Contract for which this certification is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certification shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To Induce the City to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder's current written employee policy will be available for Inspection by the City at any time upon the City's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The contractor has provided each employee with a copy of the drug testing policy.

The City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by the Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

Aug. 29 2014
(Date)

Brix Paving Northwest
(Company Name)

(Authorized Signature)

VP
(Title)

5-15

PROPOSAL

City of Gladstone
525 Portland Avenue
Gladstone, OR 97027

Ladies and Gentlemen:

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the Owner.

The bidder further declares that he/she: a) has examined the plans, specifications, and other proposed contract documents; b) has determined the extent, character, and location of the proposed work; c) has personally inspected the sites of the work and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work; d) does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times in accordance with the other terms and conditions of the Bid Documents; and e) agrees that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project (unless identified as being supplied or performed by the City of Gladstone or Others) entitled:

2014 PAVEMENT REHABILITATION PROJECT

and all specified work appurtenant thereto, for the Owner within the time limit specified and in accordance with plans, specifications, and change order documents prepared by Sisul Engineering for the sums set forth in the following schedule of prices.

Bidder Acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

SCHEDULE OF PRICES

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
01-210	MOBILIZATION	1	LS	$ 25,000.00	$ 25,000.00
02-280	EROSION & SEDIMENT CONTROL	1	LS	$ 2,440.00	$ 2,440.00
03-290	POLLUTION CONTROL PLAN	1	LS	$ 460.00	$ 460.00
ARLINGTON STREET					
04-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR ARLINGTON STREET	1	LS	$ 2,500.00	$ 2,500.00
05-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	52	TONS	$ 115.00	$ 5,980.00
06-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	160	SY	$ 30.00	$ 4,800.00
07-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	180	LF	$ 2.00	$ 360.00
OATFIELD ROAD					
08-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR OATFIELD ROAD	1	LS	$ 15,000.00	$ 15,000.00
09-620	COLD PLANE PAVEMENT REMOVAL 0-2 INCHES DEEP	505	SY	$ 15.00	$ 7,575.00
10-744	LEVEL 3, 1/2" DENSE, MHMAC PAVEMENT	237	TON	$ 130.00	$ 30,810.00
11-746	CRACK SEALING	9,500	LF	$ 1.00	$ 9,500.00
12-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	557	SY	$ 40.00	$ 22,280.00
13-748	ASPHALT CONCRETE PAVEMENT REPAIR, SKIN PATCH	6	SY	$ 100.00	$ 600.00
14-855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS	60	EA	$ 6.00	$ 360.00
15-855	BY_DIRECTIONAL YELLOW TYPE 1AR MARKERS	40	EA	$ 6.00	$ 240.00
16-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	1,350	LF	$ 1.00	$ 1,350.00
17-867	PAVEMENT LEGEND, TYPE B: BICYCLE LANE STENCIL	4	EA	$ 325.00	$ 1,300.00
HEREFORD STREET					
18-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR HEREFORD STREET	1	LS	$ 15,000.00	$ 15,000.00
19-620	COLD PLANE PAVEMENT REMOVAL, 0-2 INCHES DEEP	2,480	SY	$ 1.50	$ 3,720.00
20-620	COLD PLANE PAVEMENT REMOVAL, 2-3 INCHES DEEP	3,720	SY	$ 2.00	$ 7,440.00
21-620	COLD PLANE PAVEMENT REMOVAL, 3-4 INCHES DEEP	6,200	SY	$ 2.75	$ 17,050.00
22-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	1,350	TON	$ 84.50	$ 114,075.00
23-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	5,260	LF	$ 0.75	$ 3,945.00
24-867	PAVEMENT BAR, TYPE B	164	SF	$ 10.00	$ 1,640.00
				TOTAL AMOUNT	$ 293,425.00

The conditions or qualifications, upon which the undersigned bidder will accept award of the Contract, are as follows:

N/A

The undersigned agrees that, if awarded the Contract, he will commence work within 10 calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within the specified number of days set forth in the Information for Bidders.

The undersigned certifies that:

(a) He has examined the site of the work.
(b) He understands the manner of payment for the cost of the Project.
(c) He has received and duly considered the Meeting Minutes for the Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM.
(d) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: No. 1 to No. 1 inclusive.

Plan Revisions Sheets: No. N/A

Plan Addition Sheets: No. N/A

The undersigned agrees that upon written acceptance of this bid, the Bidder will, within ten (10) days of receipt of such notice, execute a formal contract agreement with the Owner in the form attached hereto, and that the Bidder will provide acceptable Performance Bond and Payment Bond. In case of default in execution of the contract or in delivery of an acceptable bond, the Owner has the right to reject the Bidders proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, and to postpone award for reasonable time.

Dated at 2:00PM this 2nd day of September

Portland Road and Driveway Co., Inc.

Name of Firm

10500 SE Jennifer Street, Clackamas, Oregon 97015

Business Address

Signature of Responsible Official

Thomas R. Bright, President

Title

Oregon

State of Incorporation

N/A

Names of Partners

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Portland Road & Driveway Co., Inc.
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company
(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of New Hampshire
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Gladstone, Gladstone, OR
(Here insert full name and address or legal title of owner)

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Total Amount Bid ----------

Dollars($ 10%

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2014 Pavement Rehabilitation Project
(Insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day September 2014

Portland Road & Driveway Co., Inc.
(Principal) (Seal)

Amanda L Bright
(Witness)

(Title) THOMAS R. BRIGHT, PRESIDENT

The Ohio Casualty Insurance Company
(Surety) (Seal)

Carolin Handscher
(Witness)

(Title) Tamara A. Ringeisen ATTORNEY-IN-FACT

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THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6599253

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Barbara Pinkham; Cathy Damstra-Lepley; Charles W. Folberg; Dena Storm; Gary Githens; Jeffrey L. Broyles; Jessica Carpenter; Joyce A. Biorge; Julie Hammond; Kimberly Edwards; Larry Thompson; Leigh A. Penley; Lisa Meyer; Michael J. Godfrey; Patty Clark; Shari K. Welborn; Susan Wilson; Tamara A. Ringeisen

all of the city of Portland, state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of September, 20 14.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgages, notes, loans, letters of credit, currency rate, interest rate or residual value guarantees.

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION FORM

AS REQUIRED BY CERTAIN OREGON REVISED STATUES (ORS)

BIDDER'S NAME: Portland Road and Driveway Co., Inc.

PROJECT NAME: 2014 Pavement Rehabilitation Project

ORS 279C.605(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The City's award of the Contract for which this certification is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certification shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To Induce the City to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder's current written employee policy will be available for Inspection by the City at any time upon the City's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The contractor has provided each employee with a copy of the drug testing policy.

The City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by the Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

September 2, 2014
(Date)

Portland Road and Driveway Co., Inc.
(Company Name)

(Authorized Signature)

Thomas R. Bright, President
(Title)

STATE OF OREGON

CONSTRUCTION CONTRACTORS BOARD

LICENSE CERTIFICATE

LICENSE NUMBER: 2271

This document certifies that:

PORTLAND ROAD & DRIVEWAY CO INC
10500 SE JENNIFER ST
CLACKAMAS OR 97015-9511

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

License Details:
EXPIRATION DATE: 12/10/2014
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: $20,000
COMMERCIAL BOND: $20,000
INSURANCE: $1,000,000 / $2,000,000
RMI: MICHAEL DANA BRIGHT
HOME INSPECTOR CERTIFIED: NO

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FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM

All Bidders shall comply with ORS 279.370 subsection (2).

Project Name: **2014 PAVEMENT REHABILITATION PROJECT**

Bid Closing: Date: September 2, 2014 Time: 2:00PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. *(Attach additional sheets if needed)*

	Name	Dollar Value	Category of Work
1)	NONE	$	
2)		$	
3)		$	
4)		$	

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Bidders Name: Portland Road and Driveway Co., Inc.

Contact Name: Thomas R. Bright Phone No: 503-650-5006

5-24

PROPOSAL

City of Gladstone
525 Portland Avenue
Gladstone, OR 97027

Ladies and Gentlemen:

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the Owner.

The bidder further declares that he/she: a) has examined the plans, specifications, and other proposed contract documents; b) has determined the extent, character, and location of the proposed work; c) has personally inspected the sites of the work and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work; d) does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times in accordance with the other terms and conditions of the Bid Documents; and e) agrees that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project (unless identified as being supplied or performed by the City of Gladstone or Others) entitled:

2014 PAVEMENT REHABILITATION PROJECT

and all specified work appurtenant thereto, for the Owner within the time limit specified and in accordance with plans, specifications, and change order documents prepared by Sisul Engineering for the sums set forth in the following schedule of prices.

Bidder Acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

SCHEDULE OF PRICES

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
01-210	MOBILIZATION	1	LS	$ 23,000.00	$ 23,000.00
02-280	EROSION & SEDIMENT CONTROL	1	LS	$ 4,000.00	$ 4,000.00
03-290	POLLUTION CONTROL PLAN	1	LS	$ 2,000.00	$ 2,000.00
ARLINGTON STREET					
04-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR ARLINGTON STREET	1	LS	$ 3,000.00	$ 3,000.00
05-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	52	TONS	$ 100.00	$ 5,200.00
06-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	160	SY	$ 70.00	$ 11,200.00
07-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	180	LF	$ 6.00	$ 1,080.00
OATFIELD ROAD					
08-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR OATFIELD ROAD	1	LS	$ 8,000.00	$ 8,000.00
09-620	COLD PLANE PAVEMENT REMOVAL 0-2 INCHES DEEP	505	SY	$ 10.00	$ 5,050.00
10-744	LEVEL 3, 1/2" DENSE, MHMAC PAVEMENT	237	TON	$ 150.00	$ 35,550.00
11-746	CRACK SEALING	9,500	LF	$ 1.30	$ 12,350.00
12-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	557	SY	$ 70.00	$ 38,990.00
13-748	ASPHALT CONCRETE PAVEMENT REPAIR, SKIN PATCH	6	SY	$ 100.00	$ 600.00
14-855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS	60	EA	$ 6.00	$ 360.00
15-855	BY_DIRECTIONAL YELLOW TYPE 1AR MARKERS	40	EA	$ 6.00	$ 240.00
16-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	1,350	LF	$ 2.60	$ 3,510.00
17-867	PAVEMENT LEGEND, TYPE B: BICYCLE LANE STENCIL	4	EA	$ 500.00	$ 2,000.00
HEREFORD STREET					
18-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR HEREFORD STREET	1	LS	$ 5,000.00	$ 5,000.00
19-620	COLD PLANE PAVEMENT REMOVAL, 0-2 INCHES DEEP	2,480	SY	$ 2.00	$ 4,960.00
20-620	COLD PLANE PAVEMENT REMOVAL, 2-3 INCHES DEEP	3,720	SY	$ 2.50	$ 9,300.00
21-620	COLD PLANE PAVEMENT REMOVAL, 3-4 INCHES DEEP	6,200	SY	$ 3.00	$ 18,600.00
22-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	1,350	TON	$ 95.00	$ 128,250.00
23-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	5,260	LF	$ 1.00	$ 5,260.00
24-867	PAVEMENT BAR, TYPE B	164	SF	$ 15.00	$ 2,460.00
				TOTAL AMOUNT	$ 329,960.00

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The conditions or qualifications, upon which the undersigned bidder will accept award of the Contract, are as follows:

None

The undersigned agrees that, if awarded the Contract, he will commence work within 10 calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within the specified number of days set forth in the Information for Bidders.

The undersigned certifies that:

(a) He has examined the site of the work.
(b) He understands the manner of payment for the cost of the Project.
(c) He has received and duly considered the Meeting Minutes for the Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM.
(d) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: No. 1 to No. 1 inclusive.

Plan Revisions Sheets: No. 0

Plan Addition Sheets: No. 0

The undersigned agrees that upon written acceptance of this bid, the Bidder will, within ten (10) days of receipt of such notice, execute a formal contract agreement with the Owner in the form attached hereto, and that the Bidder will provide acceptable Performance Bond and Payment Bond. In case of default in execution of the contract or in delivery of an acceptable bond, the Owner has the right to reject the Bidders proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, and to postpone award for reasonable time.

Dated at September this 2 day of 2014

S-2 Contractors Inc

Name of Firm

6860 S Anderson Rd, Aurora, OR 97002

Business Address

Signature of Responsible Official

VP

Title

OR

State of Incorporation

None

Names of Partners

5-28

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we S-2 Contractors, Inc.
6860 S. Anderson Rd.
Aurora, OR 97002
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Western Surety Company
(Insert full name and address or legal title of Surety)
12909 SW 68th Parkway, Ste. 200
Portland, OR 97223

a corporation duly organized under the laws of the State of South Dakota
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Gladstone, Oregon
(Here insert full name and address or legal title of owner)
525 Portland Ave.
Gladstone, OR 97027

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Total Amount Bid---

Dollars($ 10% of Bid--),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2014 Pavement Rehabilitation Project
(Insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day September 2014

S-2 Contractors, Inc.
(Principal) (Seal)

(Witness)

(Title)

Western Surety Company
(Surety) (Seal)

(Witness) Agent

(Title) Gloria Bruning, Attorney-in-fact

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Ray M Paiement, John D Klump, Gene M Dietzman, James P Dooney, Vicki Mather, Gloria Bruning, Richard W Kowalski, Brent Olson, J Patrick Dooney, Karen A Pierce, Joel Dietzman, Christopher A Reburn, Tami Jones, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of May, 2014.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 12th day of May, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of September, 2014.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

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Form F4280-7-2012

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION FORM

AS REQUIRED BY CERTAIN OREGON REVISED STATUES (ORS)

BIDDER'S NAME: S-2 Contractors Inc

PROJECT NAME: 2014 Pavement Rehabilitation

ORS 279C.605(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The City's award of the Contract for which this certification is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certification shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To Induce the City to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder's current written employee policy will be available for Inspection by the City at any time upon the City's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The contractor has provided each employee with a copy of the drug testing policy.

The City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by the Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

9/2/2014
(Date)

S-2 Contractors
(Company Name)

(Authorized Signature)

V.P.
(Title)

PROPOSAL

City of Gladstone
525 Portland Avenue
Gladstone, OR 97027

Ladies and Gentlemen:

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the Owner.

The bidder further declares that he/she: a) has examined the plans, specifications, and other proposed contract documents; b) has determined the extent, character, and location of the proposed work; c) has personally inspected the sites of the work and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work; d) does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times in accordance with the other terms and conditions of the Bid Documents; and e) agrees that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project (unless identified as being supplied or performed by the City of Gladstone or Others) entitled:

2014 PAVEMENT REHABILITATION PROJECT

and all specified work appurtenant thereto, for the Owner within the time limit specified and in accordance with plans, specifications, and change order documents prepared by Sisul Engineering for the sums set forth in the following schedule of prices.

Bidder Acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

SCHEDULE OF PRICES

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
01-210	MOBILIZATION	1	LS	$ 37,085.00	$ 37,085.00
02-280	EROSION & SEDIMENT CONTROL	1	LS	$ 3,000.00	$ 3,000.00
03-290	POLLUTION CONTROL PLAN	1	LS	$ 500.00	$ 500.00
ARLINGTON STREET					
04-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR ARLINGTON STREET	1	LS	$ 2,000.00	$ 2,000.00
05-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	52	TONS	$ 215.00	$ 11,180.00
06-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	160	SY	$ 52.00	$ 8,320.00
07-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	180	LF	$ 2.80	$ 504.00
OATFIELD ROAD					
08-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR OATFIELD ROAD	1	LS	$ 26,000.00	$ 26,000.00
09-620	COLD PLANE PAVEMENT REMOVAL 0-2 INCHES DEEP	505	SY	$ 15.50	$ 7,827.50
10-744	LEVEL 3, 1/2" DENSE, MHMAC PAVEMENT	237	TON	$ 165.00	$ 39,105.00
11-746	CRACK SEALING	9,500	LF	$ 1.15	$ 10,925.00
12-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	557	SY	$ 67.00	$ 37,319.00
13-748	ASPHALT CONCRETE PAVEMENT REPAIR, SKIN PATCH	6	SY	$ 36.00	$ 216.00
14-855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS	60	EA	$ 7.00	$ 420.00
15-855	BY_DIRECTIONAL YELLOW TYPE 1AR MARKERS	40	EA	$ 7.00	$ 280.00
16-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	1,350	LF	$ 2.20	$ 2,970.00
17-867	PAVEMENT LEGEND, TYPE B: BICYCLE LANE STENCIL	4	EA	$ 240.00	$ 960.00
HEREFORD STREET					
18-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR HEREFORD STREET	1	LS	$ 17,500.00	$ 17,500.00
19-620	COLD PLANE PAVEMENT REMOVAL, 0-2 INCHES DEEP	2,480	SY	$ 1.85	$ 4,588.00
20-620	COLD PLANE PAVEMENT REMOVAL, 2-3 INCHES DEEP	3,720	SY	$ 3.10	$ 11,532.00
21-620	COLD PLANE PAVEMENT REMOVAL, 3-4 INCHES DEEP	6,200	SY	$ 3.80	$ 23,560.00
22-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	1,350	TON	$ 93.00	$ 125,550.00
23-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	5,260	LF	$ 0.65	$ 3,419.00
24-867	PAVEMENT BAR, TYPE B	164	SF	$ 8.00	$ 1,312.00
				TOTAL AMOUNT	$ 376,072.50

The conditions or qualifications, upon which the undersigned bidder will accept award of the Contract, are as follows:

_____
_____
_____
_____
_____

The undersigned agrees that, if awarded the Contract, he will commence work within 10 calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within the specified number of days set forth in the Information for Bidders.

The undersigned certifies that:

(a) He has examined the site of the work.
(b) He understands the manner of payment for the cost of the Project.
(c) He has received and duly considered the Meeting Minutes for the Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM.
(d) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: No. 1 to No. 1 inclusive.

Plan Revisions Sheets: No._____
_____
_____

Plan Addition Sheets: No._____
_____
_____

The undersigned agrees that upon written acceptance of this bid, the Bidder will, within ten (10) days of receipt of such notice, execute a formal contract agreement with the Owner in the form attached hereto, and that the Bidder will provide acceptable Performance Bond and Payment Bond. In case of default in execution of the contract or in delivery of an acceptable bond, the Owner has the right to reject the Bidders proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, and to postpone award for reasonable time.

Dated at Tangent, OR this 28th day of August, 2014

Knife River Corporation - Northwest

Name of Firm

32260 Old Highway 34; Tangent, OR 97389

Business Address

X

Signature of Responsible Official

Vice President - Prestress

Title

Oregon

State of Incorporation

N/A

Names of Partners

FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM

All Bidders shall comply with ORS 279.370 subsection (2).

Project Name: **2014 PAVEMENT REHABILITATION PROJECT**

Bid Closing: Date: 9/2/14 Time: 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. *(Attach additional sheets if needed)*

	Name	Dollar Value	Category of Work
1)	NONE	$	
2)		$	
3)		$	
4)		$	

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Bidders Name: Knife River Corporation - Northwest

Contact Name: Gordon Mathern Phone No: 503-944-3500

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(Insert full name and address or legal title of Contractor)

KNIFE RIVER CORPORATION-NORTHWEST
32260 OLD HIGHWAY 34, TANGENT, OR 97389

as Principal, hereinafter called the Principal, and

(Insert full name and address or legal title of Surety)

LIBERTY MUTUAL INSURANCE COMPANY
GRAND OAKS NINE, 2854 HIGHWAY 55, SUITE 250, EAGAN, MN 55121

a corporation duly organized under the laws of the State of MASSACHUSETTS
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of owner)

CITY OF GLADSTONE
525 PORTLAND AVENUE, GLADSTONE, OR 97027

as Obligee, hereinafter called the Obligee, in the sum of

TEN PERCENT (10%) OF AMOUNT BID****** Dollars($10% OF BID****).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Insert full name, address and description of project)

2014 PAVEMENT REHABILITATION PROJECT

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22ND day AUGUST 20 14

KNIFE RIVER CORPORATION-NORTHWEST
(Principal) (Seal)

Ellen Gerg
(Witness) Ellen Gerg

X
(Title) Ronald D. Myers
Assistant Secretary

LIBERTY MUTUAL INSURANCE COMPANY
(Surety) (Seal)

Katie L. Landgren
KATIE L. LANDGREN (Witness)

(Title) HEIDI L. SMITH, ATTORNEY-IN-FACT

5-37

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6623122

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edda J. Zerkel King; Heidi L. Smith; Jeffrey N. King

all of the city of Lebanon, state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22ND day of AUGUST, 2014.

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION FORM

AS REQUIRED BY CERTAIN OREGON REVISED STATUES (ORS)

BIDDER'S NAME: Knife River Corporation - Northwest

PROJECT NAME: 2014 Pavement Rehabilitation Project

ORS 279C.605(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The City's award of the Contract for which this certification is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certification shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To Induce the City to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder's current written employee policy will be available for Inspection by the City at any time upon the City's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The contractor has provided each employee with a copy of the drug testing policy.

The City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by the Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

Aug 22, 2014
(Date)

Knife River Corporation - Northwest
(Company Name)

X Ronald D. Myers
(Authorized Signature)

Ronald D. Myers
Assistant Secretary
(Title)

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ADDENDUM NO. 1

DATE: August 26, 2014

TO: All Bidders

FROM: Pat Sisul, Project Engineer
Scott Tabor, City of Gladstone Public Works Supervisor

SUBJECT: **CITY OF GLADSTONE, 2014 PAVEMENT REHABILITATION PROJECT**

Notice is hereby given to prospective bidders that the Contract Documents have been amended as follows:

ITEM 1: **REVISION TO PROPOSAL**
See attached Proposal, 4 pages.

The Proposal has been revised. On Sheet 2 of the Proposal, Payment for Arlington Street Asphalt Concrete will be made under a new line Item, 05-744, Level 3, 3/8" Dense, MHMAC Pavement, PG 70-22. Under the tab for Oatfield Road, line Item 10-744, has been modified to Level 3, ½" Dense MHMAC Pavement and the quantity for said line item has been modified to include the tonnage needed for the Asphalt Concrete Pavement Repairs. On Sheet 4 of the Proposal, the old bullet (c) has become bullet (d) and a new bullet (c) has been added.

ITEM 2: **ADD MEETING MINUTES FOR PRE-BID CONFERENCE FOR PROSPECTIVE BIDDERS**
See attached Meeting Minutes for Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM, 2 pages.

ITEM 3: **REVISION TO SPECIAL TECHNICAL PROVISIONS,**
See attached Special Technical Provisions, 11 pages.

These revised Special Technical Provisions shall replace the Special Technical Provisions in the original Contract Documents. Revisions to the Special Technical Provisions are highlighted in yellow.

END OF ADDENDUM

All bidders shall acknowledge receipt of this addendum by dating and signing the appropriate line in the Bid Proposal submitted with their bid. Page 3 of the Proposal must be marked: Addenda: No. 1 to No. 1 inclusive.

PROPOSAL

City of Gladstone
525 Portland Avenue
Gladstone, OR 97027

Ladies and Gentlemen:

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the Owner.

The bidder further declares that he/she: a) has examined the plans, specifications, and other proposed contract documents; b) has determined the extent, character, and location of the proposed work; c) has personally inspected the sites of the work and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work; d) does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times in accordance with the other terms and conditions of the Bid Documents; and e) agrees that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project (unless identified as being supplied or performed by the City of Gladstone or Others) entitled:

2014 PAVEMENT REHABILITATION PROJECT

and all specified work appurtenant thereto, for the Owner within the time limit specified and in accordance with plans, specifications, and change order documents prepared by Sisul Engineering for the sums set forth in the following schedule of prices.

Bidder Acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

SCHEDULE OF PRICES

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
01-210	MOBILIZATION	1	LS	$ 7,000.00	$ 7,000.00
02-280	EROSION & SEDIMENT CONTROL	1	LS	$ 3,000.00	$ 3,000.00
03-290	POLLUTION CONTROL PLAN	1	LS	$ 400.00	$ 400.00
ARLINGTON STREET					
04-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR ARLINGTON STREET	1	LS	$ 2,000.00	$ 2,000.00
05-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	52	TONS	$ 137.00	$ ~~137~~ NOW 7124.00
06-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	160	SY	$ 54.00	$ 8640.00
07-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	180	LF	$ 1.60	$ 288.00
OATFIELD ROAD					
08-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR OATFIELD ROAD	1	LS	$ 22,000.00	$ 22,000.00
09-620	COLD PLANE PAVEMENT REMOVAL 0-2 INCHES DEEP	505	SY	$ 15.80	$ 7979.00
10-744	LEVEL 3, 1/2" DENSE, MHMAC PAVEMENT	237	TON	$ 158.00	$ 37,446.00
11-746	CRACK SEALING	9,500	LF	$ 1.20	$ 11,400.00
12-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	557	SY	$ 68.00	$ 37,876.00
13-748	ASPHALT CONCRETE PAVEMENT REPAIR, SKIN PATCH	6	SY	$ 90.00	$ 540.00
14-855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS	60	EA	$ 5.00	$ 300.00
15-855	BY_DIRECTIONAL YELLOW TYPE 1AR MARKERS	40	EA	$ 5.00	$ 200.00
16-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	1,350	LF	$ 0.35	$ 472.50
17-867	PAVEMENT LEGEND, TYPE B: BICYCLE LANE STENCIL	4	EA	$ 300.00	$ 1200.00
HEREFORD STREET					
18-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR HEREFORD STREET	1	LS	$ 18,500.00	$ 18,500.00
19-620	COLD PLANE PAVEMENT REMOVAL, 0-2 INCHES DEEP	2,480	SY	$ 2.25	$ 5580.00
20-620	COLD PLANE PAVEMENT REMOVAL, 2-3 INCHES DEEP	3,720	SY	$ 3.95	$ 14,694.00
21-620	COLD PLANE PAVEMENT REMOVAL, 3-4 INCHES DEEP	6,200	SY	$ 4.75	$ 29,450.00
22-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	1,350	TON	$ 95.00	$ 128,250.00
23-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	5,260	LF	$ 0.30	$ 1578.00
24-867	PAVEMENT BAR, TYPE B	164	SF	$ 10.00	$ 1640.00
				TOTAL AMOUNT	$ 347,557.50

The conditions or qualifications, upon which the undersigned bidder will accept award of the Contract, are as follows:

_____

_____

_____

_____

_____

The undersigned agrees that, if awarded the Contract, he will commence work within 10 calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within the specified number of days set forth in the Information for Bidders.

The undersigned certifies that:

(a) He has examined the site of the work.
(b) He understands the manner of payment for the cost of the Project.
(c) He has received and duly considered the Meeting Minutes for the Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM.
(d) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: No. 1 to No. 1 inclusive.

Plan Revisions Sheets: No._____

_____

_____

Plan Addition Sheets: No._____

_____

_____

The undersigned agrees that upon written acceptance of this bid, the Bidder will, within ten (10) days of receipt of such notice, execute a formal contract agreement with the Owner in the form attached hereto, and that the Bidder will provide acceptable Performance Bond and Payment Bond. In case of default in execution of the contract or in delivery of an acceptable bond, the Owner has the right to reject the Bidders proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, and to postpone award for reasonable time.

Dated at Tigard Or this 2nd day of Sept.

Eagle-Elsner Inc
Name of Firm

PO Box 23294, Tigard Or 97281
Business Address

Richard Eagle, Pres
Signature of Responsible Official

President
Title

Oregon
State of Incorporation

—
Names of Partners

City of Gladstone **2014 PAVEMENT REHABILITATION PROJECT**

Meeting Minutes for Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM

ATTENDEES: Scott Tabor & Steve Graves (City of Gladstone), Pat Sisul (Sisul Engineering)

Ryan Barackman	Portland Road and Driveway	ryanb@portlandroadinc.com
Curtis Cooksey	Eagle-Elsner, Inc	curtis@eagle-elsner.com
Rick Beyer	Brix Paving Northwest	rbeyer@brixpaving.com
Troy Love	Knife River	troy.love@kniferiver.com
Mark Zimmerman	Eastside Paving	maz610@yahoo.com

HEREFORD STREET:

1. Hereford Street notification will require one of the following:
    a. Door hangers to all residences on Hereford Street, all residences on dead end streets where the only outlet is to Hereford Street, and one block in each direction on intersecting streets where there is an alternate outlet.
    b. Electronic message boards at both ends of the project at least a week prior to starting construction.
2. Notification to City of Gladstone Public Works (503-656-7957), Gladstone School District (503-655-2777), Gladstone Post Office (503-557-3599) and Gladstone Disposal (503-656-9426) will be required. Gladstone Public Works will notify Gladstone Police & Fire.
3. Hereford Street can be closed to pass through traffic and left open to local traffic only. Detour signs will be required at each end and signage at each intersection.
4. The City's desire is to fix the cross section as much as possible to create a smooth profile, but it is understood that the final product will not have a smooth cross section from centerline to gutter line. The desire is to take out some of the hard break that typically occurs along the edge of the travel lane, without milling off all pavement.
5. No grade control will be provided. Steve Graves will be onsite with the crew during the milling process to assist in making grade determinations.
6. Contractor will be responsible for adjusting structures as needed to conform to the final pavement surface. The contractor will be responsible for adjusting down manholes when the manhole has a large enough grade ring. If there isn't a grade ring or a deep enough grade ring, then the City will make the adjustment to the manhole. Adjustment of structures is incidental and not a separate pay item.

ARLINGTON STREET:

1. Arlington Street will require no notification to residents. Notification to City of Gladstone Public Works (503-656-7957), Gladstone School District (503-655-2777), Gladstone Post Office (503-557-3599), Gladstone Disposal (503-656-9426), and Tri-Met will be required. Gladstone Public Works will notify Gladstone Police & Fire.
2. Arlington Street can be closed to pass through traffic at Barton and Beatrice with traffic detoured around the project on Berkeley Avenue.
3. The Tensar Triax TX160 Geogrid selected for Arlington Street was chosen due to suspected poor subgrade. It is understood that the contractor will likely have to purchase an entire roll.

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SPECIAL TECHNICAL PROVISIONS
FOR THE CITY OF GLADSTONE
2014 PAVEMENT REHABILITATION PROJECT

GENERAL

Technical Specifications in the "Oregon Standard Specifications for Construction" 2008 Edition, prepared by the Oregon Department of Transportation will be followed on this project. This 2008 edition consists of two volumes; Volume 1 is Part 00100, the General Conditions and Volume 2 is Parts 00200 through 03000, the Technical Specifications.

Volume 2, Parts 00200 through 03000, is incorporated into this contract and shall henceforth be referred to as the "Technical Specifications".

The following document is hereby incorporated as a part of the contract, and shall henceforth be referred to as the "Special Technical Provisions":

All number references in these Special Technical Provisions shall be understood to refer to the subsection Technical Specifications bearing like numbers, and shall represent modifications and/or additions to the specified section.

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PART 00200 – TEMPORARY FEATURES AND APPURTENANCES

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.40(e) Lane Restrictions - Replace this subsection, except for the subsection number and title, with the following:

Do not close any traffic lanes on Arlington Street, Hereford Street or Oatfield Road during the periods listed below:

(1) Weekdays - Before 8:00 A.M. or after 5:00 P.M. Monday through Friday.

(2) Weekends – Before 8:00 A.M. on Saturday or any time Sunday.

(3) Holidays – Between 4:00 P.M. on the days preceding the legal holiday or holiday weekend and midnight on a legal holiday or the last day of the holiday weekend, except Thanksgiving when no lanes may be closed between 4:00 P.M. pm Wednesday and midnight on the following Sunday.

For the purposes of this Section, legal holidays are as follows:

- New Years Day on January 1
- Memorial Day on the last Monday in May
- Independence Day on July 4
- Labor Day on the first Monday in September
- Thanksgiving Day on the fourth Thursday in November
- Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.02 General Requirements - Add the following after the last paragraph of this subsection:

The contractor shall be responsible for notifying emergency services, the postal service, Tri-Met, garbage haulers and Gladstone School District of the construction schedule and extent of intended detours.

00225.06 Routing Traffic Over Surfacings - Add the following after the last sentence of subsection (c) (2):

For Oatfield Road construction, at a minimum, the contractor shall pave back all milled areas during the last shift of the work week. For Hereford Street, no garbage trucks shall be allowed on the milled street surface prior to overlay.

00225.90 Payment

Work zone traffic control will be paid for per Method "B" – Lump Sum Basis at the Contract lump sum amount for the following items:

a) Temporary Work Zone Traffic Control, Complete for Arlington Street
b) Temporary Work Zone Traffic Control, Complete for Hereford Street
c) Temporary Work Zone Traffic Control, Complete for Oatfield Road

00225.91 Temporary Signing - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.92 Temporary Barricades, Guardrail, Barrier, and Attenuators - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.93 Temporary Traffic Delineation - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.94 Temporary Illumination - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.95 Traffic Signals - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.96 Temporary Electrical Signs - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.97 Flaggers and Flagger Station Lighting - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.98 Traffic Control Supervisor - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.99 Pilot Cars - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.90 Payment – Modify bullet (a) to "Erosion and Sediment Control".

Erosion and Sediment Control will be paid for per Item (a) at the Contract lump sum amount for the item "Erosion and Sediment Control".

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.20(c-3) Reuse, Recycle, and Dispose of Materials – Delete the bullet that begins "Reuse demolition...".

00290.32 Noise Control – Modify bullet 1 to read, "Do not idle equipment or perform construction between the hours of 6:00 PM and 7:00 AM, per the City of Gladstone Municipal Code."

PART 00600 – BASES

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40(a) General – Add the following, "For Oatfield Road construction, at a minimum, the contractor shall pave back all milled areas during the last shift of the work week".

Add the following:

00620.40(f) Existing Structures – If the cold planed pavement surface will be exposed to traffic, as an alternative to providing temporary wedges per Section 00620.40(d), Contractor may make temporary adjustments to manhole rims, water valve boxes, survey monument boxes and gas valves so that these structures are flush with the temporary pavement surface. Such adjustments to existing structures shall be coordinated with the City of Gladstone Public Works Department.

00620.80 Measurement – Add the following:

All adjustments to grade for utility valve boxes, survey monument boxes and manholes within the limits of paving shall be done by the contractor as an incidental item.

00620.90 Payment – The accepted quantities of work performed under this Section will be made at the Contract unit price for the following items:

Pay Item	Unit of Measurement
a) Cold Plane Pavement Removal, 0-2 inches Deep	Square Yard
b) Cold Plane Pavement Removal, 2-3 inches Deep	Square Yard
c) Cold Plane Pavement Removal, 3-4 inches Deep	Square Yard

Add the following:

No separate or additional payment will be made for adjustment of utility valve boxes, survey monument boxes and manholes to the temporary cold planed pavement surface or the finished grade pavement surface.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate – Replace this subsection, except for the subsection number and title, with the following:

Aggregate for base leveling course shall be ¾"-0 dense graded aggregate meeting the requirements of Section 02630.10.

00641.10(b) Subbase Aggregate - Replace this subsection, except for the subsection number and title, with the following:

Aggregate for subbase shall be 1½"-0 dense graded aggregate meeting the requirements of Section 02630.10.

00641.21 Hauling Equipment – Add the following, "No trucks with a hauling capacity larger than 12 cubic yards will be allowed on the project."

00641.44(a-1) Dense-graded Aggregates - In the paragraph, replace "100%" with "95%".

00641.80 Measurement – No measurement of quantities will be made for work performed under this Section.

00641.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this section, unless otherwise provided or pay items are provided under other Sections.

PART 00700 – WEARING SURFACES

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The quantity of emulsified asphalt cement used as tack coat will not be measured.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The furnishing and placing of emulsified asphalt cement, including the equipment, labor and incidentals necessary to complete the work, will be considered incidental to the MHMAC Pavement or Asphalt Concrete Repair bid items.

SECTION 00744 - MINOR HOT MIXED ASPHALT CONCRETE (MHMAC) PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.00 Scope – Add the following:

Asphalt concrete pavement shall be of the class and thickness shown on the plans. Where new surfacing is to match an existing surface, the edges shall be sawcut back to firm material and a tack coat applied to the asphalt edges.

00744.03 Reclaimed Asphalt Pavement (RAP) Material – Replace this subsection, except for the subsection number and title, with the following:

Reclaimed HMAC pavement (RAP) material used in the production of new MHMAC. No RAP material will be allowed in the new MHMAC pavement.

00744.10 Aggregate - Replace the first sentence of this subsection with the following:

Furnish coarse and fine aggregate for MHMAC meeting the following requirements:

00744.10 (g) RAP Aggregate – Delete this subsection.

00744.11(a) Asphalt Cement - Replace the first sentence of this subsection with the following:

Use PG 70-22 asphalt for Arlington Street and Hereford Street. Use either PG 64-22 or PG 70-22 for Oatfield Road.

Delete the third paragraph that begins, "Asphalt in RAP material..."

00744.12(a) Mix Type – Replace the first sentence with the following:

Use Level 3, 3/8" Dense MHMAC for Arlington Street and Hereford Street. Use Level 3, ½" Dense MHMAC for Oatfield Road.

00744.16 MHMAC Acceptance - Replace this subsection, except for the subsection number and title, with the following:

A CAT-1 shall perform a minimum of one asphalt content, gradation, mix moisture, and Maximum Specific Gravity (AASHTO T 209) test per day and provide results to the Engineer by the middle of the following work shift. The Contractor shall also provide split samples to the Engineer when requested. Testing may be waived upon written notice and accepted visually by the Engineer according to Section 4(B) of the MFTP.

00744.49 Compaction – Modify the first sentence of the second paragraph to the following:

Perform breakdown and intermediate rolling until the entire surface has been compacted by at least six coverages of the roller(s) and continue until all roller marks are eliminated.

00744.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of MHMAC will be measured by the ton according to Section 00190. No separate measurement or payment will be made for the asphalt concrete mixture and the asphalt cement contained in the mixture. No deduction will be made for lime or any other additive used in the mixture.

No separate measurement or payment will be made for emulsified asphalt tack coat. Payment for this work shall be incidental to the MHMAC pavement.

All adjustments to grade for utility valve boxes, survey monument boxes and manholes within the limits of paving shall be done by the contractor as an incidental item.

00744.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of MHMAC incorporated into the project will be paid for at the Contract unit price, per ton, for the following items:

"Level 3, ⅜ Inch Dense MHMAC Pavement, PG 70-22."
"Level 3, ½ Inch Dense MHMAC Pavement"

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.

No separate or additional payment will be made for emulsified asphalt tack coat or sand seal.

No separate or additional payment will be made for adjustments of utility valve boxes, survey monument boxes or manholes within the limits of paving to final grade.

SECTION 00746 – CRACK SEALING FLEXIBLE PAVEMENTS

Comply with Section 00746 of the Standard Specifications modified as follows:

00746.00 Scope – Replace this subsection, except for the subsection number and title, with the following:

This work consists of repairing and resealing cracks ¼" or wider within the flexible pavement in the Oatfield Road work zone between Barbary Drive and Caldwell Avenue.

00746.90 Payment Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of sealed cracks will be paid for at the Contract unit price, per foot, for the item "Crack Sealing".

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.

No separate or additional payment will be made for required cleaning and routing.

SECTION 00748 – ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications modified as follows:

00748.10 Materials – Replace this subsection, except for the subsection number and title, with the following:

Furnish materials meeting the following requirements:

¾" – 0 Aggregate Base..... 02630
1½" -0 Aggegate Subbase..... 00641.10(b)
Level 3, MHMAC Pavement 00744
Subgrade Geotextile..... 02320
Water..... 00340

00748.80 Measurement – Replace the second paragraph with the following:

MHMAC will be measured according to 00744.80.

00748.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of asphalt concrete repair will be paid for at the Contract unit price for the following items:

Pay Item	Unit of Measurement
(a) 6 Inch Asphalt Concrete Pavement Repair	Square Yard
(b) Asphalt Concrete Pavement Repair, Skin Patch	Square Yard

Item (a) includes:

- Sawcutting the existing asphalt concrete pavement
- Removing & disposing of the existing asphalt concrete pavement
- Removing & disposing of the existing base aggregate
- Removing & disposing of the subgrade material to the lines and grades required
- Placing geotextile
- Placing and compacting aggregate backfill to the proper lines and grades.
- Placing and compacting MHMAC pavement to the proper lines and grades.
- Working around manhole rims, water valves, survey monument boxes and natural gas valves as necessary to properly complete the repair.
- Adjustment of manhole rims, water valves, survey monument boxes and natural gas valves to the proper finished grade.

Item (b) includes:

- Skin Patch overlay of the existing asphalt concrete pavement to create a smooth surface.

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.

MHMAC will be paid for according to 00744.90.

No separate or additional payment will be made for excavation, geotextile, stone embankment, aggregate, and water.

PART 02000 – MATERIALS

SECTION 02320 – GEOSYNTHETICS

Section 02320 is replaced in its entirety, except the subsection number and title, with the following:

Description

02320.00 Scope - This Section includes the requirements for geosynthetics used in various applications.

02320.01 Definitions - Geosynthetic terms are defined in 00350.01.

Materials

02320.10 Acceptance:

(a) General Requirements - Furnish all geosynthetics meeting the following requirements:

- Free of defects, cuts or tears.

- Resistant to ambient temperatures, acid and alkaline conditions, micro-organisms and insects.
- For the intended purpose and have dimensional stability.

(b) The geosynthetic used in the Arlington Street subgrade repair shall be Tensar TriAx TX160 geogrid.

(c) The geosynthetic fabric used in the Oatfield Road subgrade repairs shall be Propex Geotex 200ST geotextile fabric or equal.

(d) Manufacturer's Documentation - As a basis of acceptance, furnish either a manufacturer's brochure or a quality compliance certificate, with geosynthetic properties shown for each geosynthetic product.

(e) Agency Check Tests - The Agency reserves the right to sample and test products for compliance with pertinent requirements. When the Agency performs check tests, the entire production run will be rejected if any of the average roll values of tested rolls are less than the specified minimum values in the manufacturer's brochure.

SECTION 02630 – BASE AGGREGATE

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

02630.10(b) Fracture of Rounded Rock – Replace this subsection, except for the subsection number and title, with the following:

Provide at least three fractured faces on 100 percent of particles retained on the ¼ inch sieve.

- End of Special Technical Provisions -

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION FORM

AS REQUIRED BY CERTAIN OREGON REVISED STATUES (ORS)

BIDDER'S NAME: Eagle-Elsner Inc

PROJECT NAME: City of Gladstone - 2014 Pavement Repair

ORS 279C.605(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The City's award of the Contract for which this certification is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certification shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To Induce the City to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder's current written employee policy will be available for Inspection by the City at any time upon the City's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The contractor has provided each employee with a copy of the drug testing policy.

The City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by the Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

09-02-14
(Date)

Eagle-Elsner Inc
(Company Name)

Stuart Eagle, Pres
(Authorized Signature)

President
(Title)

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Eagle Elsner, Inc.
PO Box 23294
Tigard, OR 97281
(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Western Surety Company
(Insert full name and address or legal title of Surety)
12909 SW 68th Parkway, Ste. 200
Portland, OR 97223

a corporation duly organized under the laws of the State of South Dakota
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Gladstone, Oregon
(Insert full name and address or legal title of owner)
525 Portland Ave.
Gladstone, OR 97027

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Total Amount Bid---

Dollars($ 10% of Bid--),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2014 Pavement Rehabilitation Project
(Insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day September 2014

Eagle Elsner, Inc.
(Principal) (Seal)

Mary Merrow
(Witness)

Richard Eagle, Pres
(Title)

Western Surety Company
(Surety) (Seal)

Christy A Rea
(Witness) Agent

Gloria Bruning
(Title) Gloria Bruning, Attorney-in-fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Philip O Forker, Ray M Paiement, John D Klump, Gene M Dietzman, James P Dooney, Vicki Mather, Gloria Bruning, Richard W Kowalski, Brent Olson, J Patrick Dooney, Karen A Pierce, Joel Dietzman, Christopher A Reburn, Tami Jones, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of May, 2014.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 12th day of May, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of September, 2014.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

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Form F4280-7-2012

FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM

All Bidders shall comply with ORS 279.370 subsection (2).

Project Name: **2014 PAVEMENT REHABILITATION PROJECT**

Bid Closing: Date: 9-2-2014 Time: 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. *(Attach additional sheets if needed)*

Name	Dollar Value	Category of Work
1) Roger Langeliers	$ 10,450	Crack Sealing
2) Hatch Western	$ 12,150	Milling
3)	$	
4)	$	

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Bidders Name: Eagle - Elsner Inc

Contact Name: Curtis Phone No: 503-628-1137

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ADDENDUM NO. 1

DATE: August 26, 2014

TO: All Bidders

FROM: Pat Sisul, Project Engineer
Scott Tabor, City of Gladstone Public Works Supervisor

SUBJECT: **CITY OF GLADSTONE, 2014 PAVEMENT REHABILITATION PROJECT**

Notice is hereby given to prospective bidders that the Contract Documents have been amended as follows:

ITEM 1: **REVISION TO PROPOSAL**
See attached Proposal, 4 pages.

The Proposal has been revised. On Sheet 2 of the Proposal, Payment for Arlington Street Asphalt Concrete will be made under a new line Item, 05-744, Level 3, 3/8" Dense, MHMAC Pavement, PG 70-22. Under the tab for Oatfield Road, line Item 10-744, has been modified to Level 3, ½" Dense MHMAC Pavement and the quantity for said line item has been modified to include the tonnage needed for the Asphalt Concrete Pavement Repairs. On Sheet 4 of the Proposal, the old bullet (c) has become bullet (d) and a new bullet (c) has been added.

ITEM 2: **ADD MEETING MINUTES FOR PRE-BID CONFERENCE FOR PROSPECTIVE BIDDERS**
See attached Meeting Minutes for Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM, 2 pages.

ITEM 3: **REVISION TO SPECIAL TECHNICAL PROVISIONS,**
See attached Special Technical Provisions, 11 pages.

These revised Special Technical Provisions shall replace the Special Technical Provisions in the original Contract Documents. Revisions to the Special Technical Provisions are highlighted in yellow.

END OF ADDENDUM

All bidders shall acknowledge receipt of this addendum by dating and signing the appropriate line in the Bid Proposal submitted with their bid. Page 3 of the Proposal must be marked: Addenda: No. 1 to No. 1 inclusive.

SCHEDULE OF PRICES

ITEM	DESCRIPTION	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
01-210	MOBILIZATION	1	LS	$ 15,000.00	$ 15,000.00
02-280	EROSION & SEDIMENT CONTROL	1	LS	$ 2500.00	$ 2500.00
03-290	POLLUTION CONTROL PLAN	1	LS	$ 500.00	$ 500.00
ARLINGTON STREET					
04-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR ARLINGTON STREET	1	LS	$ 2750.00	$ 2750.00
05-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	52	TONS	$ 135.00	$ 7020.00
06-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	160	SY	$ 39.75	$ 6360.00
07-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	180	LF	$ 5.25	$ 945.00
OATFIELD ROAD					
08-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR OATFIELD ROAD	1	LS	$ 19,423.00	$ 19,423.00
09-620	COLD PLANE PAVEMENT REMOVAL 0-2 INCHES DEEP	505	SY	$ 20.00	$ 10,100.00
10-744	LEVEL 3, 1/2" DENSE, MHMAC PAVEMENT	237	TON	$ 135.00	$ 31,995.00
11-746	CRACK SEALING	9,500	LF	$ 1.75	$ 16,625.00
12-748	6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	557	SY	$ 48.50	$ 27,014.50
13-748	ASPHALT CONCRETE PAVEMENT REPAIR, SKIN PATCH	6	SY	$ 150.00	$ 900.00
14-855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS	60	EA	$ 5.25	$ 315.00
15-855	BY_DIRECTIONAL YELLOW TYPE 1AR MARKERS	40	EA	$ 5.25	$ 210.00
16-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	1,350	LF	$ 2.20	$ 2970.00
17-867	PAVEMENT LEGEND, TYPE B: BICYCLE LANE STENCIL	4	EA	$ 500.00	$ 2000.00
HEREFORD STREET					
18-225	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR HEREFORD STREET	1	LS	$ 6500.00	$ 6500.00
19-620	COLD PLANE PAVEMENT REMOVAL, 0-2 INCHES DEEP	2,480	SY	$ 3.00	$ 7440.00
20-620	COLD PLANE PAVEMENT REMOVAL, 2-3 INCHES DEEP	3,720	SY	$ 3.00	$ 11,160.00
21-620	COLD PLANE PAVEMENT REMOVAL, 3-4 INCHES DEEP	6,200	SY	$ 3.00	$ 18,600.00
22-744	LEVEL 3, 3/8" DENSE, MHMAC PAVEMENT, PG 70-22	1,350	TON	$ 90.00	$ 121,500.00
23-860	LONGITUDINAL PAVEMENT MARKINGS – PAINT	5,260	LF	$ .70	$ 3682.00
24-867	PAVEMENT BAR, TYPE B	164	SF	$ 12.50	$ 2050.00
				TOTAL AMOUNT	$ 317,559.50

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The conditions or qualifications, upon which the undersigned bidder will accept award of the Contract, are as follows:

_____
_____
_____
_____
_____

The undersigned agrees that, if awarded the Contract, he will commence work within 10 calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within the specified number of days set forth in the Information for Bidders.

The undersigned certifies that:

(a) He has examined the site of the work.
(b) He understands the manner of payment for the cost of the Project.
(c) He has received and duly considered the Meeting Minutes for the Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM.
(d) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: No. 1 to No. 1 inclusive.

Plan Revisions Sheets: No._____
_____
_____

Plan Addition Sheets: No._____
_____
_____

The undersigned agrees that upon written acceptance of this bid, the Bidder will, within ten (10) days of receipt of such notice, execute a formal contract agreement with the Owner in the form attached hereto, and that the Bidder will provide acceptable Performance Bond and Payment Bond. In case of default in execution of the contract or in delivery of an acceptable bond, the Owner has the right to reject the Bidders proposal.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, and to postpone award for reasonable time.

Dated at 12:15 pm this 2 day of Sept. 2014

EASTSIDE PAVING INC.
Name of Firm

P.O. Box 1049 Gresham, OR 97030
Business Address

Rick D Swan
Signature of Responsible Official

President
Title

Oregon
State of Incorporation

None
Names of Partners

City of Gladstone **2014 PAVEMENT REHABILITATION PROJECT**

Meeting Minutes for Pre-Bid Conference for Prospective Bidders 8/26/14, 11:00 AM

ATTENDEES: Scott Tabor & Steve Graves (City of Gladstone), Pat Sisul (Sisul Engineering)

Ryan Barackman	Portland Road and Driveway	ryanb@portlandroadinc.com
Curtis Cooksey	Eagle-Elsner, Inc	curtis@eagle-elsner.com
Rick Beyer	Brix Paving Northwest	rbeyer@brixpaving.com
Troy Love	Knife River	troy.love@kniferiver.com
Mark Zimmerman	Eastside Paving	maz610@yahoo.com

HEREFORD STREET:

1. Hereford Street notification will require one of the following:
    a. Door hangers to all residences on Hereford Street, all residences on dead end streets where the only outlet is to Hereford Street, and one block in each direction on intersecting streets where there is an alternate outlet.
    b. Electronic message boards at both ends of the project at least a week prior to starting construction.
2. Notification to City of Gladstone Public Works (503-656-7957), Gladstone School District (503-655-2777), Gladstone Post Office (503-557-3599) and Gladstone Disposal (503-656-9426) will be required. Gladstone Public Works will notify Gladstone Police & Fire.
3. Hereford Street can be closed to pass through traffic and left open to local traffic only. Detour signs will be required at each end and signage at each intersection.
4. The City's desire is to fix the cross section as much as possible to create a smooth profile, but it is understood that the final product will not have a smooth cross section from centerline to gutter line. The desire is to take out some of the hard break that typically occurs along the edge of the travel lane, without milling off all pavement.
5. No grade control will be provided. Steve Graves will be onsite with the crew during the milling process to assist in making grade determinations.
6. Contractor will be responsible for adjusting structures as needed to conform to the final pavement surface. The contractor will be responsible for adjusting down manholes when the manhole has a large enough grade ring. If there isn't a grade ring or a deep enough grade ring, then the City will make the adjustment to the manhole. Adjustment of structures is incidental and not a separate pay item.

ARLINGTON STREET:

1. Arlington Street will require no notification to residents. Notification to City of Gladstone Public Works (503-656-7957), Gladstone School District (503-655-2777), Gladstone Post Office (503-557-3599), Gladstone Disposal (503-656-9426), and Tri-Met will be required. Gladstone Public Works will notify Gladstone Police & Fire.
2. Arlington Street can be closed to pass through traffic at Barton and Beatrice with traffic detoured around the project on Berkeley Avenue.
3. The Tensar Triax TX160 Geogrid selected for Arlington Street was chosen due to suspected poor subgrade. It is understood that the contractor will likely have to purchase an entire roll.

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4. A line item will be added to the Bid Proposal under the Arlington Street Heading for Level 3, 3/8" Dense, MHMAC Pavement, PG 70-22.

OATFIELD ROAD:

1. Oatfield Road notification will require electronic message boards at both ends of the project at least a week prior to starting construction and during construction.
2. Notification to City of Gladstone Public Works (503-656-7957), Gladstone School District (503-655-2777), Gladstone Post Office (503-557-3599), Gladstone Disposal (503-656-9426) and Tri-met will be required. Gladstone Public Works will notify Gladstone Police & Fire.
3. Oatfield Road will be required to remain open during construction with flaggers as necessary. Contractor to post signage at each end and at all intersections suggesting use of an alternate route. Gladstone Public Works will allow a temporary speed reduction to 25 mph during construction. Public Works will work with Gladstone Police Department to enforce the reduced speed during construction.
4. To allow flexibility for the contractor, the City will allow Contractor to leave the pavement 2" low on the project in mill areas, but the appropriate wedges and tapers will be required. At the end of the work week, all areas shall be paved.
5. Edges of repaired areas shall be tacked and sand sealed.
6. Asphalt Mix Type for Oatfield Road will be changed to Level 3, ½"-0 Dense MHMAC Pavement. Acceptable oil types will be PG 70-22 or PG 64-22. Bid Proposal line item 09-744 will be updated to reflect the change in mix.
7. The quantity listed in Bid Proposal Line Item 09-744 will also be changed to include the asphalt tonnage needed for the Asphalt Concrete Pavement Repairs. Currently, the quantity in Line Item 09-744 only includes the overlay areas.

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FIRST-TIER SUBCONTRACTORS DISCLOSURE FORM

All Bidders shall comply with ORS 279.370 subsection (2).

Project Name: **2014 PAVEMENT REHABILITATION PROJECT**

Bid Closing: Date: Sept, 2 2014 Time: 2:00pm.

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. *(Attach additional sheets if needed)*

	Name	Dollar Value	Category of Work
1)	Hatch Western	$ 12,152.00	GRINDING
2)		$	
3)		$	
4)		$	

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Bidders Name: EASTSIDE PAVING INC

Contact Name: DON ZAPATA Phone No: 503 492-7563

INVITATION TO BID

City of Gladstone
2014 PAVEMENT REHABILITATION PROJECT

Sealed bids for the "2014 Pavement Rehabilitation Project" will be received by the City of Gladstone until 2:00 P.M. local time on September 2, 2014. Bids will be opened and read aloud at the above time and date at the City of Gladstone City Hall Conference Room, 525 Portland Avenue, Gladstone, Oregon. A list of major subcontractors supplying labor or materials must be submitted within two hours of the bid deadline as set forth in the instructions to bidders.

Proposals shall be clearly marked "Bid for 2014 Paving Project" along with time and date of bid opening and shall be delivered or mailed and received before the above hour and date to City of Gladstone City Hall, 525 Portland Avenue, Gladstone, Oregon 97027, attention Jolene Morishita, Assistant City Administrator.

A non mandatory pre-bid site visit will be held August 26, 2014 at 11am local time beginning at the intersection of E. Hereford Street and Harvard Avenue, in Gladstone and continuing to the intersection of Oatfield Road and Barbary Drive. Work is to commence within 10 days of the date of the Notice to Proceed and shall be completed within 45 calendar days of said Notice to Proceed. The anticipated start date is September 19, 2014.

The work consists of the following construction:

> Work on 3 separate streets in the City of Gladstone. Arlington Street repair will include 6 Inch deep Asphalt Concrete Pavement Repair. Oatfield Road repairs will include 1) Skin Patching, 2) Crack Sealing, 3) 2 Inch deep Cold Plane Pavement Removal & Repaving, & 4) 6 Inch deep Asphalt Concrete Pavement Repair. Hereford Street repairs will include Cold Plane Pavement Removal to 3 inches at centerline and 1 inch at curb line to try & create a semi-consistent cross slope. A 2" Asphalt Concrete Pavement overlay will be placed back over the cold planed street. Contractor shall provide accommodations for public traffic, work zone traffic control, erosion and sediment control & pollution control for work on all 3 street projects.

Contract documents including plans and specifications are available on the City of Gladstone website (www.ci.gladstone.or.us), or by contacting project engineer Pat Sisul at 503-657-0188 or email patsisul@sisulengineering.com). Contract documents may be examined at:

Sisul Engineering, 375 Portland Avenue, Gladstone, Oregon, 97027
Contractor Plan Center, 5468 SE International Way, Milwaukie, OR 97222
DJC Oregon Project Center 921 SW Washington St., Suite 210, Portland, OR 97205

All proposals shall be made on proposal forms, accompanied by completed Bidder's Certification Statements and Construction Contractors Board License number, Resident Bidder Information, and First-Tier Subcontractor Disclosure Form (within two hours of bid closing). Once awarded a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond will be required to guarantee the faithful performance of the contract.

The Contract is for public work subject to ORS 279C.800 to 279C.870.

The City of Gladstone reserves the right to reject any or all bids if it is in the public interest to do so, may reject any bid not in compliance with all bidding procedures and requirements, to postpone the award for 30 days, to delete items from the proposal, and to award the contract to the lowest possible bidder per each schedule listed.

CONTRACT DOCUMENTS

FOR

2014 PAVEMENT REHABILITATION PROJECT

CITY OF GLADSTONE PUBLIC WORKS
CITY OF GLADSTONE, OREGON

August, 2014

Sisul Engineering
A Division of Sisul Enterprises, Inc
375 Portland Avenue
Gladstone, OR 97027
Phone: (503) 657-0188
Fax: (503) 657-5779

REGISTERED PROFESSIONAL ENGINEER #16,551
OREGON
MAY 18, 1993
PATRICK A. SISUL

EXPIRES: 6/30/16
DATED: 8/14/14

J.O.SGL14-029 5-69

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SECTION 1

INFORMATION FOR BIDDERS

1. PROJECT DATA AND REQUIREMENTS

   a. Project Name: 2014 Pavement Rehabilitation Project

   b. Project Location: City of Gladstone, Oregon.

   c. Project Owner: City of Gladstone, Oregon

   d. Project Financing: This project is funded by the City of Gladstone

   e. Pre-bid site meeting: Non-mandatory August 26, 2014 at 11:00 am local time beginning at the intersection of E. Hereford Street and Harvard Avenue, then proceeding to Oatfield Road at Barbary Drive.

   f. Project Starting and Completion Times: Work is to commence within 10 days of the date of the Notice to Proceed and shall be completed within 45 calendar days of said Notice to Proceed.

   g. Schedule of Prices: Work is offered on a unit price basis. Each item is to be bid. No substitutions, alternate bids, or partial bids are allowed, except as provided for by the schedule of prices or by written addenda from the Engineer.

   h. Owner's Engineer: Sisul Engineering, 375 Portland Avenue, Gladstone, OR 97027. Telephone (503) 657-0188. Project Manager: Pat Sisul.

   i. Prevailing Wages: Exemptions – ORS 279C.800 to 279C.870 do not apply to projects for which the contract price does not exceed $50,000. This is the entire project not individual schedules or subcontracts.

   j. Compliance Requirements: The Contractor shall comply with all applicable federal, state, county, local laws, rules, safety and fire codes. The Contractor shall comply with all applicable requirements of the appropriate building jurisdiction. It is the bidder's responsibility to verify requirements prior to submitting bids.

   k. Right to Reject All Bids: The Owner reserves the right to reject any or all bids if it is in the public interest to do so, may reject any bid not in compliance with all bidding procedures and requirements, to postpone the award for 30 days, to delete items from the proposal, and to award the contract to the lowest possible bidder.

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l. Bid Opening: Sealed Bids will be received by City of Gladstone until 2:00 P.M., Tuesday September 2, 2014 at the City of Gladstone City Hall, 525 Portland Avenue, Gladstone, Oregon. Proposals shall be clearly marked "2014 Pavement Project" and to the attention of Assistant City Administrator Jolene Morishita. Bids will be publicly opened and total price for each bid schedule will be read aloud immediately after the above time and date at City of Gladstone conference room.

m. Comparing Bids: Bids will be compared on the basis of total price for the bid schedule. This total will be the sum of all items listed in the Schedule of Prices. In the case of conflict between unit prices and the corresponding total amounts, the unit price shall govern, and the owner may make arithmetic corrections to the corresponding total.

n. Award of Contract: Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make award to that Bidder, whether because the bid is nonresponsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

   In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates that the award will be in the best interest of the Project.

o. Bid Security: Bid Security in the amount of ten percent (10%) of the Base Bid must accompany each Bid Proposal.

p. Performance Bond and Payment Bond: A 100% Performance Bond and 100% Payment Bond will be required to guarantee the faithful performance of the contract.

INSTRUCTIONS TO BIDDERS

1. GENERAL

A general description of the work to be done is contained in the Advertisement for Invitation to Bid and Information for Bidders. The scope is indicated on the accompanying Plans and specified in applicable parts of these Contract Documents.

There are time restrictions and the contractor needs to be fully aware of these and consider the implication when bidding.

2. CONTRACT DOCUMENTS

The Contract Documents under which it is proposed to execute this work consist of the material bound here, with the Plans, and addenda. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said Contract Documents, should request the Engineer, in writing, to provide an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing and a copy of such interpretation of change will be mailed or delivered to each person receiving a set of the Documents. The Owner will not be responsible for any other explanation or interpretations of said Documents.

3. TYPE OF PROPOSAL

The proposal for the work contemplated is to be submitted on a lump sum basis and/or unit price basis as shown on the Schedule of Prices.

4. PREPARATION OF PROPOSALS

All blank spaces in the proposal form must be filled in, typed or in ink, in both words and figures where required. No changes shall be made in the phraseology of the forms or in the items mentioned herein. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Any proposal shall be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or items uncalled for, or in which any of the items are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

The Bidder shall sign his proposal in the blank spaces provided therefor. Proposals made by corporations or partnerships shall contain names and addresses of principal officer or partners. If the proposal is made by a corporation, it must be acknowledged by one of the principal officers thereof; if made by a partnership, by one of the partners.

5. **SUBMISSION OF BIDS**

Bids shall be submitted at the time and place indicated in the Information to Bidders and shall be included in an opaque sealed envelope, marked with the project title, name and address of bidder, and accompanied other required documents.

6. **MODIFING OR WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn prior to the scheduled time for the opening of proposals either by telefax or written request, or in person. Bids may be modified in writing prior to the time and date set for bid closing. Any modifications shall be prepared on the company letterhead or re-submit copies of orginal documents, signed by authorized personnel, state that the new document supersedes or modifies the prior bid and is to be submitted in a sealed envelope, appropriately marked. The Owner will not except telefax, electronic mail, verbal, or other similar modification. No proposal may be withdrawn or modified after the time scheduled for the opening of proposals unless the time specified in paragraph 10 of this Instructions to Bidders has elapsed.

7. **BID SECURITY**

Bid security in the amount of ten percent (10%) of the Base Bid must accompany each Bid proposal. Bid security may be in the form of a surety bond, cashier's check, or certified check, but if it is a surety, it will comply with the requirements of ODOT Specifications for Construction. If a surety bond is submitted as Bid Security, it shall be written on the form included in Section 1 of these Bidding Documents or similar instrument, and the attorney-in-fact who executes the bond shall affix to the bond a current copy of his power of attorney.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within ten days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid security of the three apparent lowest bidders will be retained by Owner until the seventh day after the Effective date of the Agreement, where upon Bid security furnished by such Bidders will be returned. Bid security and Bids which are not competitive will be returned within seven days after the Bid opening.

8. **CONDITIONS OF WORK**

Each bidder must inform himself/herself of the conditions relating to the regular execution of the work and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do will not relieve the successful bidder of his obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents.

Each bidder must inform himself of all laws and statutes, both federal and state, relative to the regular execution of the work, the employment of labor, protection of public health, the protection of private property, right-of-way, and access to the work, fire protection regulations and similar requirements.

9. **FINANCING**

Monthly payments for work performed will be made by the Owner as specified in the General Conditions.

10. **AWARD OF CONTRACT**

Within thirty (30) calendar days after the opening of proposals, the Owner will accept of the proposals or will act in accordance with paragraph 11 of this Instruction to Bidders. The acceptance of the proposal will be by notice in writing, mailed or delivered to the office designated in the proposal.

11. **BASIS OF AWARD**

The award will be made by the Owner on the basis of that proposal which, in its sole and absolute judgment, will best serve its interests. Evaluation of bids prices will be based the Schedule of Prices' Items and will be used to determine low bidder.

The Owner reserves the right to accept or reject any or all proposals and to waive any informalities and irregularities in said proposals.

12. **RIGHT TO PROTEST AWARD**

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to City of Gladstone a written protest of the Owners intent to Award within seven working days following the issuance of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based. The Owner is not obligated to consider late protest.

13. **EXECUTION OF CONTRACT**

The successful bidder shall, within ten (10) days after receiving Notice of Award, execute the contract hereto attached with the Owner.

14. **FAILURE TO EXECUTE CONTRACT AND FURNISH BOND**

Should the successful bidder fail or refuse to execute the Contract and provide specified documents and bonds. The owner has the right to re-bid the project or select that next lowest bidder as it deems in their best interest.

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15. **TIME OF COMPLETION**

The time of completion of the work to be performed under this Contract is stated in the Information for Bidders. Delays and extensions of time may be allowed in accordance with the General Conditions.

16. **LIQUIDATED DAMAGES**

Recognizing that time is of an essence on this project and delays will cause the owner financial loss if work is not completed in the specified time. Accordingly the contractor shall agree to pay liquidated damages for delay, (but not a penalty) to the Owner in the amount of $250.00 for each consecutive calendar day thereafter as herein provided in the General Conditions. The General Conditions allow provisions for the Owner to extend the time of completion and make allowances.

17. **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

PROPOSAL

City of Gladstone
525 Portland Avenue
Gladstone, OR 97027

Ladies and Gentlemen:

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the Owner.

The bidder further declares that he/she: a) has examined the plans, specifications, and other proposed contract documents; b) has determined the extent, character, and location of the proposed work; c) has personally inspected the sites of the work and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the work; d) does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times in accordance with the other terms and conditions of the Bid Documents; and e) agrees that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project (unless identified as being supplied or performed by the City of Gladstone or Others) entitled:

2014 PAVEMENT REHABILITATION PROJECT

and all specified work appurtenant thereto, for the Owner within the time limit specified and in accordance with plans, specifications, and change order documents prepared by Sisul Engineering for the sums set forth in the following schedule of prices.

Bidder Acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Eastside Paving, Inc.
P.O. B ox 1049
Gresham, OR 97045

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Developers Surety and Indemnity Company
Five Centerpointe, Suite 530
Lake Oswego, OR 97035

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Gladstone

(Here insert full name and address or legal title of owner)

as Obligee, hereinafter called the Obligee, in the sum of

Ten percent of the amount bid ---------- Dollars($ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2014 Pavement Rehabilitation Project

(Insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day September 20 14

Eastside Paving, Inc.
(Principal) (Seal)

Marjorie Ann Chugoin
(Witness)

Zack D. Ewan, Pres
(Title)

Developers Surety and Indemnity Company
(Surety) (Seal)

Morag A. Corey
(Witness)
Morag A. Corey

Geri M. Burnett
(Title)
Geri M. Burnett, Attorney-in-fact

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POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Eric Englund, Lisa Mc Clellan, Matt Skelton, Sean Flinn, Blaine D. Williamson, Geri M. Burnett, Morag A. Corey, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark J. Lansdon
Mark J. Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY CORPORATE OCT. 10 1936 IOWA

INDEMNITY COMPANY OF CALIFORNIA INCORPORATED OCT. 5 1967 CALIFORNIA

State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date — Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

ANTONIO ALVARADO
COMM. # 2033556
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My comm. expires Aug. 9, 2017

Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Antonio Alvarado
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 2nd day of Sept. 2014.

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

ID-1380(Rev.11/13)

5-80

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

(Insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(Insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars($),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract-with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day 20

_____ (Principal) (Seal)

_____ (Witness)

_____ (Title)

_____ (Surety) (Seal)

_____ (Witness)

_____ (Title)

S-81

EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION FORM

AS REQUIRED BY CERTAIN OREGON REVISED STATUES (ORS)

BIDDER'S NAME: EASTSIDE PAVING INC

PROJECT NAME: 2014 Pavement Rehabilitation Project

ORS 279C.605(2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate that an employee drug testing program is in place. The City's award of the Contract for which this certification is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505. If the Bidder named above is awarded the Contract, this certification shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To Induce the City to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. The Bidder has and enforces, and all times during the term of the Contract will have and enforce, a written employee drug testing;
2. A copy of the Bidder's current written employee policy will be available for Inspection by the City at any time upon the City's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).
4. The contractor has provided each employee with a copy of the drug testing policy.

The City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The City shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by the Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness Whereof, the Bidder has caused this document to be executed by its duly authorized representative on the date shown below.

09-02-14
(Date)

Eastside Paving, Inc.
(Company Name)

Rick D Swan Pres
(Authorized Signature)

President
(Title)

S-82

SECTION 2

NOTICE OF AWARD

Description of work: Construction of 2014 Pavement Rehabilitation Project for the City of Gladstone to _____.

The Owner represented by the undersigned has considered the Proposal submittal by you, for the above described work in response to its invitation for Bids dated _____.

It appears that it is the best interest of said Owner to accept your proposal in the amount of _____.

You are required by the Notice and Instructions to Bidders to execute the formal contract with the undersigned Owner and to furnish the required Contractor's Performance and Payment Bond including evidence of insurance coverage as set forth in the general conditions of the contract documents within ten (10) days from the date of delivery of this Notice to you.

If you fail to execute said contract and furnish said bonds within ten (10) days for the date of delivery of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned and to award the work covered by your Proposal to another, or to re-advertise the work otherwise dispose thereof as the Owner may see fit.

Dated this _____day of _____, 2014.

City of Gladstone
Owner

_____
By: Signature and Title

_____
Print Name and Title

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into, in duplicate, this ___ day of _____, 20__ by and between the City of Gladstone, Oregon (hereinafter "Owner" or "City") and_____ , (hereinafter "Contractor").

WITNESSETH:

Said Contractor, in consideration of the sum of $_____ to be paid it by City in the manner and at the times herein provided as well as in consideration of the other covenants and agreements herein contained, agrees to perform and complete the work described in Exhibit A and further agrees to provide for and to furnish all necessary things and labor in accordance with the applicable plans, general provisions and the special provisions bound herewith , and consistent with such alterations or modifications as may requested in writing by City, if any there be. This agreement shall be binding upon heirs, executors, administrators, successors, and assigns of the Contractor.

The signed copy of the Bid Proposal made by the Contractor on the _____ day of _____, 20__ the fully executed Performance and Payment Bonds, the Standard General Conditions, Supplemental General Conditions, Statutory Requirements, Technical Specifications, and Supplemental Technical Specification Provisions in the Bidding Documents are hereby referred to and by reference made a part of this Contract (as fully and completely as if the same were fully set forth herein) and are mutually cooperative therewith and are referred to herein as the "Contract Documents". Any inconsistency between the Bid Proposal and the General Conditions, Supplemental General Conditions, Technical Specifications or Supplemental Technical Provisions shall be resolved in favor of the General Conditions, Supplemental General Conditions, Technical Specifications or Supplemental Technical Provisions.

In consideration of the faithful performance of the work described in Exhibit A as set forth in these Contract Documents, and consistent with the direction(s) of the City Engineer and/or City Administrator (and to their satisfaction), Owner agrees to pay Contractor the amount of the bid as may then be adjusted in accordance with the Proposal as determined by the Contract Documents for change orders and additions, or as otherwise herein provided, and based on the said Proposal made by the Contractor, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to indemnify and save harmless Owner from any and all defects appearing to develop in the workmanship or materials performed or furnished under this Contract for a period of two (2) years after the date of the written notice from the City Engineer recommending final acceptance of the entire project by the City and to provide a warranty bond in an amount of not less than forty percent (40%) of the bid amount as it may be adjusted in accordance with the Contract Documents.

In the event Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages may be paid as specified in the Contract Documents.

Contractor agrees that the parties shall attempt to resolve all disputes by negotiation. Negotiations shall be initiated at the earliest opportunity. Each party shall freely share unprivileged information requested

by the other and shall make a good faith effort to ensure that all relevant issues are fully developed and fairly presented to the other side.

If a dispute cannot be resolved through negotiations between the Contractor's representatives and the Owner, the parties must, prior to taking any further action, submit the dispute to mediation. Either party may request mediation. The requesting party must suggest an independent mediator with the request for mediation. If the parties cannot agree upon a mediator, either party may apply to the Presiding Judge, Clackamas County Circuit Court, for appointment of a mediator. The parties shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own attorney fees. Mediation shall be at Portland, Oregon, unless the parties agree otherwise.

If a dispute is not resolved by mediation, the parties may, but are not required to, submit the dispute to binding arbitration, in which case the parties shall agree upon the arbitrator, the applicable rules for arbitration, the time and place of arbitration. Each party is responsible for costs and attorney fees related to the arbitration.

If a dispute cannot be resolved by mediation and the parties do not agree to submit the dispute to arbitration, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Clackamas County, Oregon. Any trial shall be to the Court without a jury with each side bearing their own costs and attorneys and expert fees.

Except to the extent performance may be legally excused under the particular circumstances, each party shall continue to perform its duties under the contract while the resolution of a dispute is pending. Failure to comply with this requirement shall be a material breach of the contract.

IN WITNESS WHEREOF, the City of Gladstone has caused this agreement to be signed in its corporate name by its City Administrator; and the said Contractor has caused this agreement to be signed and sealed the same as of the ___day of _____, 20__.

CITY OF GLADSTONE, OREGON

By: _____
Title: _____

CONTRACTOR:

By: _____
Title: _____

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
City of Gladstone
525 Portland Ave.
Gladstone OR 97027

CONSTRUCTION CONTRACT
Date: Beginning
Amount: $
Description (Name and Location): **2014 Pavement Rehabilitation Project, Gladstone Oregon**

BOND
Bond Number:
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL
Company: _____

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company: _____

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

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1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   - 3.1. Owner has notified Contractor and Surety at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
   - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
     1. Surety in accordance with the terms of the Contract; or
     2. Another Contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
   - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent Contractors; or
   - 4.3. Obtain bids or negotiated proposals from qualified design-builders acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and a Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances;
     1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment thereof to Owner; or
     2. Deny liability in whole or in part and notify Owner citing reasons thereof.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
   - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
   - 6.2. Additional legal, design professional and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
   - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.
   - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
   - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
   - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
   - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
City of Gladstone
525 Portland Ave.
Gladstone OR 97027

CONTRACT
Date: Beginning
Amount: $
Description (Name and Location): **2014 Pavement Rehabilitation Project, Gladstone Oregon**

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

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1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner to pay for labor, materials and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless Owner from all claims, demands, liens or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

Sample

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

NOTICE TO PROCEED

To: _____

_____

_____

_____

Project: **2014 PAVEMENT REHABILITATION PROJECT**

You are hereby notified to proceed with the construction of the above project. Work is to commence on this project within ten (10) days of the date of this notice and shall be completed within ___45___ consecutive calendar days after the date shown on this notice. The project is to be completed within the specified time, or authorized alterations thereof. All work for this project is to be completed by ____day of _____, 2014. If work is not completed, liquidated damages shall be applied against the contractor and shall accrue to the owner at the rate of $___250.00_____ per day for each and every day that the project remains uncompleted beyond the completion date.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this _____day of _____, 2014.

City of Gladstone
Owner

_____
By: Signature and Title

_____
Print Name and Title

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SECTION 4

CITY OF GLADSTONE – STATUTORILY REQUIRED PROVISIONS
Construction Services for Labor and Services for Public Improvements and Public Works Subject to ORS 279C.800 to 279C.870

The following provisions, if applicable, are herby included in and made part of the attached contract for public work between the City of Gladstone and the Contractor named thereon as provided for in the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the Contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

1. ORS 279C.505. Conditions Concerning Payment, Contributions, Liens, Withholding; Drug Testing

1.1 **Prompt Payment.** The Contractor shall:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the Contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the Contract.

(c) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(e) If the contractor fails to pay for labor and services, the Agency can pay for them and withhold these amounts from payments to the contractor according to ORS 279C.515 and OAR 839-025-0020(2)(a).

(f) The contractor must pay daily, weekly, weekend and holiday overtime as required according to ORS 279C.520 and OAR 839-025-0020(2)(b).

(g) Workers must be paid not less than the applicable State (BOLI) or Federal (DAVIS-BACON) prevailing wage rate, whichever is higher, according to ORS 279.830(1)(c) and OAR 839-025-0020(3).

1.2 **Drug Testing.**

(a) The Contractor shall demonstrate that an employee drug testing program is in place at the time of submitting its bid, and that such program will be maintained throughout the Contract period, including any extensions. The failure of Contractor to have, or to maintain such a drug testing program is grounds for rejection of a bid or immediate termination of this Contract.

(b) The City of Gladstone shall not be liable, either directly or indirectly, in any dispute

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arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights or any employee, including but not limited, to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, failure to establish or implement a drug testing program, or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing work covered by this Contract. These are Contractor's sole responsibilities and nothing in this provision is intended to create any third party beneficiary rights against the City.

2. ORS 279C.510. Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching.

2.1 If this public improvement Contract includes demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

2.2 If this public improvement Contract includes services for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site.

3. ORS 279C.515. Conditions Concerning Payment of Claims by Public Officers, Payment to Persons Furnishing Labor or Material, and Complaints.

3.1. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes, due, the City 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 to the Contractor by reason of the Contract as defined in ORS 279.515 and OAR 839-025-0020(2)(a).

3.2 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 contact within 30 days after receipt of payment from the City or the Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

3.3 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 improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

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3.5 The Contractor shall submit to the Engineer prior to each Progress Payment, receipts or other vouchers showing payment for materials and labor, including payment to Subcontractors for the previous Progress Payment period.

4. ORS 279A.120. Nonresident Contractors

4.1 As used in this section, "nonresident contractor" means a contractor that:

(a) Has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract,

(b) Does not have a business address in this state and

(c) Stated in the Bid Statement the contract that it was not a "resident bidder" under ORS 279A.120.

4.2 If the Contractor is a nonresident contractor and the Contract Price exceeds $10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the department, the total contract price, terms of payment, length of contract and such other information as the department may require before the Contractor may receive final payment on the public contract. The City shall satisfy itself that the requirement of this subsection has been complied with before City issues a final payment on a public contract.

5. ORS 279C.530. Condition Concerning Payment for Medical Care and Providing Workers' Compensation.

5.1 The Contractor and all subcontractors 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 or subcontractor, as applicable, of all sums that the Contractor or subcontractor, as applicable, agrees to pay for the services and all moneys and sums that the Contractor or subcontractor, as applicable, collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services as defined in ORS 279C.530 and OAR 839-025-0020(2)(d).

5.2 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.

6. ORS 279.520. Conditions Concerning Hours and ORS 279C.540 Maximum Hours of Labor on Public Contracts; Holidays; Exceptions, Liability to Workers; Rules.

6.1 A person may not be employed for more, or required or permitted to labor more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, except in cases of contracts for architect, engineering, land surveying or related consultant services, the person so employed for excessive hours shall receive at least time and a half pay:

(a) (A) For all overtime in excess of either eight (8) hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday or;

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one

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week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on the following legal holidays:

(A) Each Sunday.
(B) New Year's Day on January 1.
(C) Memorial Day on the last Monday in May.
(D) Independence Day on July 4.
(E) Labor Day on the first Monday in September.
(F) Thanksgiving Day on the fourth Thursday in November.
(G) Christmas Day on December 25.

6.2 An employer shall give notice in writing to employees who perform under subsection 7.1, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work per OAR 839-025-0020(2)(c).

6.3 For the purpose of this section, each time a legal holiday listed in subsection 7.1, other than Sunday, falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a legal holiday listed in subsection 6.1 falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

6.4 Subsections 6.1 and 6.2 of this section do not apply to labor on a public improvement contract or to construction services if the contractor is a party to a collective bargaining agreement in effect with any labor organization.

6.5 When specifically agreed to under a written labor-management negotiated labor agreement, an employee may be paid least time and a half pay for work performed on any legal holiday specified on ORS 187.010 and 187.020 that is not listed in subsection 6.1.

6.6 This section does not apply to contracts for architect, engineering, land surveying or related consultant services, provided that persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in subsection 6.1(b)(B) to (G) of this section and for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

6.7 (a) Subsections 6.1 and 6.2 of this section do not apply to contracts for construction services other than in construction of a public improvement. However, persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in subsection 6.1(b)(B) to (G) of this section and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

6.8 Any Contractor or subcontractor or Contractor's or subcontractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid

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overtime wages and in additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, the Contraction or subcontractor or Contractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.

6.9 This section does not apply to financial institutions as defined in ORS 706.008.

7. ORS 279C.830. Contractual Provisions Regarding Prevailing Rates of Wage and Fee for Administration of Law.

7.1 The Specifications for the Contract contain a provision stating the existing prevailing rate of wage that may be paid to workers in each trade or occupation required for the public work employed in the performance of the Contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the Contract. Workers shall be paid not less than the specified minimum hourly rate of wage.

7.2 The Contractor on every public works project must pay a fee to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The fee shall be 0.1 percent of the Contract Price. However, in no event may a fee be charged and collected that is more than $5,000 or less than $100. The fee shall be paid to the Commissioner under the administrative rule of the Commissioner. The Contractor shall pay the fee at the time of the first progress payment or 60 days after work on the Contract has begun, whichever date is earlier.

8. ORS 279A.110. Discrimination in Subcontracting Prohibited; Remedies.

8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 6.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

9. ORS 279C.830(3). Public Works Bond Filing with Construction Contractors Board.

9.1 The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project.

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FOR
PUBLIC IMPROVEMENT CONTRACTS

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STANDARD GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

SECTION A

A.1 DEFINITIONS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and to provide contract administration of the Work contemplated by the Contract.

BID, means a competitive offer, which is binding on the offerer, in which price, delivery (or Project completion), and conformance to specification and the requirements of the Invitation to Bid will be the predominant award criteria.

BIDDER, means the Person who submits a Bid in response to the Owner's Solicitation Document.

CLAIM, means a resubmitted change request which has been previously denied by the Owner's Authorized Representative.

CONTRACT, means the written agreement between the Owner and the Contractor describing the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, Instructions to Bidders or Proposers, General Conditions, Supplemental General Conditions, if any, accepted Bid, the Contract and amendments thereto, if any, performance bond, Plans, Specifications, approved shop drawings, and approved change orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the period beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded bid amount, as increased or decreased by the price of approved alternates and change orders.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums, rental cost of equipment, and machinery; and the additional costs of field personnel directly attributable to the Work.

DISADVANTAGED BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least 51 percent of the stock of which is owned by one or more socially disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

ECONOMICALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who is socially disadvantaged and whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to another in the same business area who is not socially disadvantaged.

EMERGING SMALL BUSINESS, means (a) a business with its principal place of business located in this state; (b) a business with average annual gross receipts over the last three years not exceeding $1 million for construction firms and $300,000 for non-construction firms; (c) a business which has fewer than 20 employees; (d) an independent business; (e) a business properly licensed and legally registered in this state, and (f) a business certified by the Office of Minority, Women and Emerging Small Business.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE, means an act, event, happening, or occurrence of the kind described is section F. 7. 1.

MINORITY OR WOMEN BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more minorities or women, or in the case of a corporation, at least 51 percent of the stock of which is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals.

MINORITY INDIVIDUAL, as defined in ORS 200.005, means a person who is a citizen or lawful permanent resident of the United States who is:
(a) Black who is a person having origins in any of the black racial groups of Africa;
(b) Hispanic who is a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
(c) Asian American who is a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
(d) Portuguese who is a person of Portuguese, Brazilian or other Portuguese culture or origin, regardless of race;
(e) American Indian or Alaskan Native who is a person having origins in any of the original peoples of North America; or
(f) Member of another group, or another individual who is socially and economically disadvantaged as determined by the Advocate for Minority, Women and Emerging Small Businesses.

NOTICE TO PROCEED, means the official written notice from the Owner indicating that all initial Contract

requirements, including the Contract, performance bond, and certificates of insurance, have been fully executed and submitted in a suitable form and that the Contractor may proceed with the Work defined in the Contract Documents.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense, overhead and profit) and shall not be charged as direct cost of the Work: personnel above the level of foreman (i.e., superintendents and Project managers); equipment owned or leased by the Contractor (i.e., job trailers, small tools); expenses of the Contractor's offices including personnel; and overhead and general administrative expenses.

OWNER, means City of Gladstone.

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this Project.

PERSON, means an individual doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PROJECT, means the specific work to be performed as described in the Contract Documents.

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

SMALL BUSINESS CONCERN, as defined in ORS 200,005, means a small business as defined by the United States Small Business Administration per 13 CFR, part 121, as amended.

SOCIALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who has been subjected to racial or ethnic prejudice or cultural bias, without regard to individual qualities, because of the individual's identity as a member of a group.

SOLICITATION DOCUMENT means an Invitation to Bid or similar type document from the Owner soliciting work on the public improvement.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. (Refer also to Section K.4.)

SUBSTITUTIONS, means items that are the same or better in function, performance, reliability, quality, and general configuration as that product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract. To the extent the terms of the Supplemental General Conditions and these General Conditions conflict, the terms of Supplemental General Conditions will prevail.

WOMAN as defined in ORS 200.005, means a person of the female sex who is a citizen or lawful permanent resident of the United States.

WORK means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Solicitation Document (including any bid addenda) Instructions to Bidders, General Conditions, Supplemental Conditions (if any) the accepted Bid, the Contract and any amendment(s) thereto (if any), Performance Bond, Plans, Specifications, approved shop drawings, approved equals and approved change orders.

A.4 INTERPRETATION OF DOCUMENTS

A4.1 The Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Contract, and amendments to same, with those of later date having precedence over those of an earlier date;
2. The Supplemental Conditions;
3. The General Conditions of the Contract;
4. Specifications and Plans and notes on Plans.

A4.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

A4.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Contractor shall not proceed without direction in writing from the Owner or Owner's Authorized Representative.

A.4.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.5 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

It is understood that the Contractor, before submitting a Bid, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required AND has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner or with the Architect / Engineer either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

A.6 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.7 RETIREMENT SYSTEM STATUS

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

A.8 GOVERNMENT EMPLOYMENT STATUS

A.8.1 If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B

CONTRACT ADMINISTRATION

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

B.1.1 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project including those caused by authorized changes, which may affect cost, schedule or quality.

B.1.2 The Contractor is responsible for the actions of all its personnel, laborers, suppliers and Subcontractors on the Project.

B.2 MATERIALS AND WORKMANSHIP

B.2.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry and in accordance with industry standards.

B.2.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.

B.2.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.2.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels and platforms. Producers, suppliers and fabricators shall also provide proper facilities and access to their facilities.

B.2.5 The Contractor shall furnish samples of materials for testing by the Owner's Authorized Representative and include the cost of the samples in the Contract Price.

B.3 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc., as required for the Project. Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save harmless and blameless from loss, on account thereof, Owner, its Councilors, agents and employees.

B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.4.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.

B.4.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

a) Contractor shall not discriminate against Minority, Women or Emerging Small Business enterprises in the awarding of subcontracts (ORS 279.111).

b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

c) Failure to comply with any or all of the requirements of B.4.1 through B.4.3 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.4.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid or proposal from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or proposals to the Contractor.

B.4.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

B.4.5 Utility Notification Requirement for Excavation Work. **ATTENTION**: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090.

B.5 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

B.6 INSPECTION

B.6.1 Owner's Authorized Representative shall have access to the Work at all times.

B.6.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.

B.6.3 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.

B.6.4 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a change order.

B.6.5 When the United States government participates in the cost of the Work or the Owner has an agreement with other public or private organizations or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.7 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B.8 ACCESS TO RECORDS

B.8.1 Contractor shall keep at all times on the Work site, a copy of the complete Contract Documents and current "as builts" and shall at all times give the Owner's Authorized Representative access thereto.

B.8.2 The Owner and its duly authorized representatives shall have access, for a period not less than three (3) years to books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all pertinent records until all litigation is resolved. The Owner and/or its agents will continue to be provided full access to the records during litigation.

B.9 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the fight to such performance in the future nor of the right to enforce any other provision of this Contract.

B.10 ASSIGNMENT/ SUBCONTRACT

Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.11 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective successors and assigns.

B.12 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the Project site with other forces than those of the Contractor. If such work takes place within or next to the Project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.13 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.14 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.15 ALLOWANCES

B.15.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.15.2 Unless otherwise provided in the Contract Documents:

(a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

(b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;

(c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.15.2(a) and (2) changes in Contractor's costs under Section B.15.2(b).

(d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.16 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

B.16.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:

(a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.

(b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

B.16.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

B.16.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.16.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.16.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.16.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.16.7 In the event that Owner elects not to have the obligations and duties described under this Section

B.16 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.17 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.18 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

B.19 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current biennium is contingent on Owner receiving from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority sufficient to allow Owner, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

B.20 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

SECTION C

WAGES AND LABOR

C.1 WAGE RATES ON PUBLIC WORKS

When the Contract price exceeds $50,000, the Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are included as attachments to the Contract Documents.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS

C.2.1 In accordance with ORS 279C.840, the Contractor and every Subcontractor shall submit written certified statements with the Owner's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's knowledge. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements shall be submitted as follows:

(a) For any Project 90 days or less from the date of award of the Contract to the date of completion of Work under the Contract, the statements shall be submitted once before the first payment and once before final payment is made.

(b) For any Project exceeding 90 days from the date of award of the Contract to the date of completion of Work under the Contract, the statements shall be submitted once before the first payment is made, at 90-day intervals thereafter, and once before final payment is made.

The Contractor and Subcontractors shall preserve the certified statements for a period of three years from the date of completion of the Contract.

C.2.2 Pursuant to ORS 279C.825 and in accordance with administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, Contractor must pay a fee to the Bureau of Labor and Industries equaling 1/10 of 1 % of the Contract price, however, the fee shall not be less than $100 nor more than $5,000, regardless of the Contract price. The fee shall be paid on or before the first progress payment or 60 days from the date Work first began on the Contract, whichever come first. The fee is payable to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 N.E. Oregon Street, #32
Portland, Oregon 97232

C.2.3 Unless otherwise exempt under ORS 279C.836(7) or (8), Contractor and each subcontractor shall prior to commencing work on the project, file with the Construction Contractors Board a Public Works bond consistent with the requirements imposed by and set out in ORS 279C.836 in an amount of not less than $30,000.00.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279B.220 and as a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

C. 3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.2 Pursuant to ORS 279C.505 demonstrate that an employee drug testing program is in place.

The Contractor shall demonstrate that it has a drug-testing program in place by executing a certification on a form provided by the Owner, which shall become a term or condition of the Contract. Failure to maintain such a program shall constitute a material breach of contract

C.3.3 Pursuant to ORS 279C.515, and as a condition to Owner's performance hereunder:

C.3.3.1 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

C.3.3.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on a 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 Owner or from the contractor but the rate of interest may not exceed thirty (percent (30%). The amount of interest may not be waived.

C.3.3.3 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 Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this public contract shall contain a similar clause.

C.3.4 Pursuant to ORS 279C.580, Contractor shall include in each Subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the public contracting agency under such contract; and

(b) An interest penalty clause that obligates the Contractor if payment is not made within 30 days after receipt of payment from the public contracting agency, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580(3)(a). A Contractor or first-tier Subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the public contracting agency or Contractor when payment was due.

(c) The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and computed at the rate specified in ORS 279C.515(2).

(d) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) (b) and (c), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

C.3.5 All employers working under this Contract are subject employers which must comply with ORS 656.017 relating to providing Workers' Compensation coverage.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to Owner's performance hereunder, 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 the employees of such Contractor all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279C.520, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.520 and as a condition to Owner's performance hereunder, no person shall be employed to perform Work under this Contract for more than 10 hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

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

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

(c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

SECTION D

CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner's Authorized Representative.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent to the nature of construction and may be necessary or desirable during the course of construction. The Owner's Authorized Representative may at any time, without notice to the sureties, either increase or decrease the amount of Work to be performed under the Contract. Without impairing the Contract, the Owner reserves the right to require changes determined necessary or desirable to complete the proposed construction within the general scope of the Contract. These changes may include, but are not limited to:

(a) Specifications and design.
(b) Increases or decreases in quantities.
(c) Additional Work.
(d) Elimination of any Contract item.
(e) Duration of Project.
(f) Acceleration or delay in performance of Work.

D.1.3 The Owner and Contractor agree that changes shall be administered and negotiated according to the following:

Any Contract amendment (including change orders, extra Work, field orders, or other changes in the Contract Documents) which modifies the original Contract, may be made with the Contractor without competitive bidding subject to the following:

The original Contract was let by competitive procurement; unit price or solicitation alternates were provided that established the cost for additional Work; and, a binding obligation exists on the parties covering the terms and conditions of the additional Work.

D. 1.4 In the event there are any changes or extra Work of a class not covered by the prices included in the Contract Documents, the basis of payments shall be agreed upon in writing between the Parties to the Contract before the Work is done. If basis for payment cannot be agreed upon prior to the beginning of the Work, and if so directed by the Owner's Authorized Representative, then Work shall be performed on the basis of furnishing direct labor, equipment, and material costs on all Work performed. In either case, in addition to Direct Costs, up to the following amounts may be added to the Contractor's or Subcontractor's Direct Costs to cover overhead expenses for Work performed with their own forces:

Labor.....	15%
Equipment.....	10%
Materials.....	10%

When Work is performed by an authorized Subcontractor, the Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by the change order up to the following:

$0.00 - $2,000.00.....	10%
Over $2,000.00.....	5%

These payments made to the Contractor will be complete compensation for Overhead, profit, and all other costs incurred by the Contractor or other forces furnished by the Contractor, including Subcontractors. These payments apply to all change order Work. No other reimbursement, compensation or payment will be made.

D.1.5 If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, the Contractor must submit a written statement setting forth the nature and specific extent of the claim, including all time and cost impacts against the Contract as soon as possible, but no later than 30 days after receipt of any written notice of modification of the Contract. (Refer also to Section H. 1.4 for notification.)

D.1.6 No claim by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.

D.1.7 All change order Work shall be executed under the conditions of the Contract Documents except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

D.1.8 Deductive changes are those which reduce the scope of the Work. All deductive changes will be negotiated using the percentages for labor, equipment, material and Subcontractor's mark-ups in D. 1.4.

D.1.9 It is understood that changes in the Work are inherent to construction of this type. The number of changes, the scope of those changes, and the impact they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 If the Contractor is delayed by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner, or by Force Majeure, the Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two working days of the delay. This notice shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within seven days after the cause of the delay has been mitigated, or in no case more than 30 days after the initial notice, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional time resulting from the delay. The request

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shall be reviewed as described in Section D.3 Claims Review Process.

D.2.2 Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors, including, but not limited to, the following:

(a) Delays which may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract time.

(b) Delays which do not impact activities on the accepted critical path schedule.

(c) Time associated with the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole Work within the Contract time.

D.2.3 Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors. Delays caused by Force Majeure, war, public enemy, freight embargoes, and strikes which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.

D.2.4 The Owner may grant a time extension for avoidable or unavoidable delay if the Owner deems it is in its best interest. Except as otherwise provided in ORS 279C.315, time extensions for avoidable or unavoidable delays shall not be compensable. Only delays within the reasonable control of the Owner shall be compensable.

D.2.5 Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the Work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:

(a) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.

(b) Daily rainfall equal to, or greater than, 0.75 inch at any time.

(c) The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce nearest the Project site shall be considered the official agency of record for weather information.

D.2.6 If the Contractor discovers site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents, the Contractor shall notify the Owner's Authorized Representative immediately and before the area has been disturbed. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If it is determined that a differing site condition exists, any compensation or credit will be determined based on Section D. 1, Changes. If the Contractor does not concur with the decision of the Owner's Authorized Representative and/or believes that it is entitled to additional compensation, the Contractor may proceed to file a claim.

D.3 CLAIMS REVIEW PROCESS AND DISPUTE RESOLUTION

D.3.1 All Contractor claims shall be referred to the Owner's Authorized Representative for review. All claims shall be made in writing to the Owner's Authorized Representative not more than ten days from the date of the occurrence of the event which gives rise to the claim or not more than ten days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it shall be waived.

D.3.2 All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates, Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and specific time extension requested for the claim. If the claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract.

D.3.3 The Owner's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the claim; or (5) propose an alternate resolution.

D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen days of receipt of the decision. The Contractor must present written documentation supporting the claim within fifteen days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within 30 days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the Owner's decision. Both the Owner and the Contractor are obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is non-binding.

D.3.6 Should the parties arrive at an impassé regarding any claims or disputed claims, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement, either party may apply to the Presiding Judge, Clackamas County Circuit for appointment of a mediator. Each party shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own attorneys fees and other expert fees. Mediation shall be at Portland, Oregon unless the parties agree otherwise. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both Owner and Contractor and failure to comply with this requirement is a material breach of the Contract. The schedule and time allowed for mediation will be mutually acceptable.

If the dispute is not resolved by mediation, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Clackamas County, Oregon. Any trial shall be to the court without a jury. Each party shall be responsible for its owns costs and attorneys and expert fees.

D.3.7 Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E

PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence 30 days after the receipt of invoice from the Contractor or 15 days after the payment is approved by the Owner's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by the Owner, whichever is the earlier date, but the rate of interest shall not exceed 30 percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within 15 days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

E.2.2 Contractor shall submit to the Owner's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed:_____

E.2.3 Generally, request for payment will be accepted only for materials which have been installed. Under special conditions, payment requests for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

(a) The request for stored material shall be submitted at least 30 days in advance of the Application for Payment on which it appears. Requests for payment shall be entertained for major equipment, components or expenditures only.

(b) The Contractor shall submit invoices showing the quantity and cost of the material stored.

(c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.

(d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.

(e) Payments shall be made for material only. The submitted invoice amount shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be born solely by the Contractor.

(f) Within 60 days of the request for payment, the Contractor shall submit evidence of payment covering the material stored.

(g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.

(h) All required documentation must be submitted with the respective Application for Payment.

E.2.4 The Owner reserves the right to withhold payment for Work which has been demonstrated or identified as failing to conform with the Contract Documents.

E.3 PAYROLL CERTIFICATION REQUIREMENT

E.3.1 Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 RETAINAGE

E.4.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.570:

E.4.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.4.1.2 In accordance with the provisions of ORS 279C.560 and related Oregon administrative rules, Contractor may request in writing:

(a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in an escrow account, satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;

(b) that retainage be deposited in an interest bearing account, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or

(c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.570.

Where the Owner has agreed to the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's election of option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the Project.

E. 4.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence 30 days after the Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within 15 days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

E.4.1.4 In accordance with the provisions of ORS 279C.560, Owner shall reduce the amount of the retainage if the Contractor notifies the controller of the Owner that the Contractor has deposited in a bank or trust company, in a manner authorized by the Owner's Authorized Representative, bonds and securities of equal value of a kind approved by the Owner's Authorized Representative.

E.5 FINAL PAYMENT

Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within 15 days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due Contractor under the provisions of these Contract Documents.

SECTION F

JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, Owner's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for any and all spills, releases, discharge or leaks of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

F.5.1.1 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

(a) properly handle, use and dispose or all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances;
(b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
(c) promptly clean up, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

F.5.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this section F.5.1.2 shall limit Contractor's liability or responsibility under Section G.2. 1. ·l of this Contract.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:
(a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
(b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
(c) Exact time and location of release, including a description of the area involved.
(d) Containment procedures initiated.
(e) Summary of communications about the release Contractor has had with members of the press or Owner officials other than Owner.
(f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
(g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

F.7.1 Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, or public enemy, strikes, freight embargoes and/or war which is beyond that party's control. The Owner may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

F.7.2 In the event Force Majeure impacts this Project, the Owner may grant a reasonable extension of time, and there shall be no additional compensation paid to the Contractor.

SECTION G

BONDING AND INSURANCE

G.1 PERFORMANCE AND PAYMENT SECURITY

G.1.1 The Contractor shall furnish and maintain in effect at all times during the Contract Period, a bond to cover performance/payment in a sum equal to the Contract Price.

G.1.2 A performance/payment bond issued by a surety company authorized to do business in Oregon is the only acceptable form of performance/payment security, unless otherwise agreed to by the Owner in writing.

G.2 INSURANCE AND INDEMIFICATION

G.2.1 Responsibility For Damages/ Hold Harmless:

G.2.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its officers its Subcontractors, personnel, or agents. Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner, officers, employees, agents, and members from and against all claims, suits or actions resulting from or arising out of the activities of Contractor or its officers, employees, Subcontractors or agents under this Contract. .

G.2.2 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary and non-contributory coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverage's indicated are minimums unless otherwise specified in the Contract Documents.

G.2.3 Workers' Compensation: The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract are 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. This shall include Employer's Liability Insurance with coverage limits of not less than $500,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a Certificate of Insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.2.4 BUILDER'S RISK INSURANCE

G.2.4.1 Builder's Risk: During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed $50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or $50,000, whichever is more. The policy will include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.2.4.2 Builder's Risk Installation Floater: The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. 'The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.2.5 LIABILITY INSURANCE

G.2.5.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include coverage for the hazards of operations including explosion, collapse and underground coverage, elevators, independent contractors, employees as additional insureds, and broad form property damage. The insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided for in this Contract, for contracts related to the Work, and products/completed operations liability. The policy shall be endorsed to extend the completed operations for three years after Final Completion of the Work. Combined single limit per occurrence shall not be less than $3 million, or the equivalent. Coverage shall not be less than $2 million per occurrence with an annual aggregate of $ 3 million.

G.2.5.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than $2,000,000.00 or the equivalent.

G.2.5.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 36 months or the maximum time period the Contractor's insurer will provide such if less than 36 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

G.2.6 Additional Insured: The liability insurance coverage, required for performance of this Contract shall include the City of Gladstone, officers and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract. Additional insured coverage shall be for both on-going operations via ISA Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent

G.2.7 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages) without 30 days' written notice from the Contractor or its insurer(s) to the Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its officers, or employees.

G.2.8 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Owner prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities authorized to do business in Oregon. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of $25,000 shall be disclosed to the Owner in writing prior to issuance of a Notice to Proceed and is subject to Owner's approval. All policies of insurance must be written by companies having an A.M. Best rating of "A VIII" or better. The Owner may, upon thirty (30) days written notice to Contractor, require Contractor to change any carrier whose rating drops below the A VIII rating.

SECTION H

SCHEDULE OF WORK

H.1 CONTRACT PERIOD

H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within 15 calendar days of Notice to Proceed, unless directed otherwise.

H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.

H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described in H.1.2 above.

H.1.4 Any claim for additional time shall be based on written notice stating the general nature of the request, delivered to the Owner's Authorized Representative, in accordance with D. 2. 1. As a part of this notice, the Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and Final Completion of the Project. Failure to submit a suitable notice within the specified time period will result in the Contractor waiving this right to request additional time for that delay cause. This does not abrogate Section D. 1.5.

H.2 SCHEDULE

H.2.1 Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant Project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the Project or 5 % of the available time. Schedules with activities of less than one day or valued at less than 1 % of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Project. Use of the float will be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract time but after Contractor's scheduled completion.

SECTION I

CORRECTION OF WORK

I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT

Work failing to conform to the Contract Documents shall be deemed defective. Contractor shall promptly remove from the premises and replace, all defective materials as determined by the Owner's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

I.2 WARRANTY WORK

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless otherwise specified, Contractor shall correct any defects that appear in the Work within a period of one year from the date of issuance of the written Notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness.

I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.

I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to causes including, but not limited to:

(a) Failure of the Contractor to correct unsafe conditions;

(b) Failure of the Contractor to carry out any provision of the Contract;

(c) Failure of the Contractor to carry out orders;

(d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;

(e) Time required to investigate differing site conditions;

(f) Any reason considered to be in the public interest.

J.1.2 Contractor and the Contractor's Surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If it was a Contractor caused suspension, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in the Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner, after providing Contractor an opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the Contract under the conditions including but not limited to those listed below:

(a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and its Contractor as debtor-in-possession or Trustee for the estate fail to assume the Contract within a reasonable time;

(b) If Contractor should make a general assignment for the benefit of Contractor's creditors;

(c) If a receiver should be appointed on account of Contractor's insolvency;

(d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;

(e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or

(f) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time the above occurs, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to Owner.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 Owner will provide Contractor and Contractor's surety seven (7) days prior written notice of a termination for public convenience. After such notice, Contractor and Contractor's surety shall provide Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a Notice of Termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed Owner, Contractor shall upon termination transfer title and deliver to Owner all Project documents, information and other property that, if the

Contract had been completed, be required to be furnished Owner.

SECTION K

CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, record drawings of the entire Project. Record drawings shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record drawings are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record drawings include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manual") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O&M Manuals have been received. The OEM Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one 0 & M Manual for any modifications or additions required. Prior to submission of its final pay request, five (5) complete and approved sets of 0 & M Manuals shall be delivered to the Owner's Authorized Representative by the Contractor.

K.3 RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized Release of Liens and Claims Form, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the Project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the Project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 NOTICES

K.4.1 Contractor shall provide Owner a written notice of both Substantial and Final Completion. Both completion notices must be signed by the Owner's Authorized Representative to be valid. The Owner shall provided the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion of an operating facility shall be that degree of completion that has provided a minimum of 30 continuous days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.4.3 Final Completion shall be when all Work is complete in accordance with the Contract Documents.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The 0 & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. 'The notice shall state that the Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from any claims resulting from the disposal of the environmental pollution including removal, encapsulation, transportation, handling, and storage.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned Certificate of Occupancy from the appropriate state and/or local building officials.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for returning to the Owner all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

SECTION L

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

L.1 LAWS TO BE OBSERVED

In compliance with 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 relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of

Forest Service

Soil Conservation Service
Coast Guard

Defense, Department of

Army Corps of Engineers

Energy, Department of

Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services, Department of

Housing and Urban Development, Department of

Solar Energy and Energy Conservation Bank

Interior, Department of
- Bureau of Land Management
- Bureau of Indian Affairs
- Bureau of Mines
- Bureau of Reclamation
- Geological Survey
- Minerals Management Service
- U.S. Fish and Wildlife Service

Labor, Department of
- Mine Safety and Health Administration
- Occupation Safety and Health Administration

Federal Highway Administration

Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of

Agriculture, Department of Soil and Water Conservation Commission

Columbia River Gorge Commission

Energy, Department of

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of

Human Resources, Department of

Insurance and Finance, Department of

Land Conservation and Development Commission

Parks and Recreation, Department of
- State Lands, Division of
- Water Resources Department of

L.4 LOCAL AGENCIES

City Councils

County Courts

County Commissioner, Board of

Design Commissions

Historical Preservation Commission

Planning Commissions

SUPPLEMENTAL GENERAL CONDITIONS

FOR THE CITY OF GLADSTONE
2014 PAVEMENT REHABILITATION PROJECT

GENERAL
The Standard General Conditions for Public Improvement Contracts, prepared by the City of Gladstone, will be followed on this project. The following document is hereby incorporated as a part of the contract, and shall henceforth be referred to as "Supplemental General Conditions":

All number references in these Supplemental General Conditions shall be understood to refer to the subsection in the Standard General Conditions bearing like numbers, and shall represent modifications and/or additions to the specified section.

SECTION A – GENERAL PROVISIONS

Comply with Section A of the Standard General Conditions modified as follows:

A.2 SCOPE OF WORK - The following sentence shall be added:

Materials, equipment and workmanship shall conform to the appropriate sections of the 2008 Edition of the Oregon Standard Specifications for Construction.

SECTION B – CONTRACT ADMINISTRATION

Comply with Section B of the Standard General Conditions modified as follows:

B.3 PERMITS – Change the first sentence of this section to the following:

A City of Gladstone Business license will be required. Contractor shall obtain and pay for all other necessary permits and licenses to satisfy agencies outside the City of Gladstone, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc. as required for the Project.

SECTION E – PAYMENTS

Comply with Section E of the Standard General Conditions modified as follows:

E.5 FINAL PAYMENT - Add the following:

Final acceptance of the work will not be made until completion of the following:

1) completion of all improvements outlined in the scope of work, and
2) completion of all punchlist items to the satisfaction of the Owner

SECTION H – SCHEDULE OF WORK

Comply with Section H of the Standard General Conditions modified as follows:

H.1.1 Replace the last sentence of the subsection with the following:

Contractor shall commence Work on the site within ten (10) Calendar days of Notice to Proceed, unless directed otherwise.

Add the following subsections.

H.1.5 Liquidated Damages – The Liquidated Damages for failure to complete the Work by the date described in H.1.2 will be $250 per Calendar day.

H.3 WORK DAYS AND TIMES

H.3.1 All work shall be performed Monday through Friday between the hours of 7:00 AM and 6:00 PM or on Saturday between the hours of 8:00 AM and 5:00 PM. No work shall be performed on Sundays or Federal holidays, unless otherwise authorized by the City of Gladstone.

- End of Supplemental General Conditions -

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SECTION 5

TECHNICAL SPECIFICATIONS
FOR THE CITY OF GLADSTONE
2014 PAVEMENT REHABILITATION PROJECT

GENERAL

Technical Specifications in the "Oregon Standard Specifications for Construction" 2008 Edition, prepared by the Oregon Department of Transportation will be followed on this project. This 2008 edition consists of two volumes; Volume 1 is Part 00100, the General Conditions and Volume 2 is Parts 00200 through 03000, the Technical Specifications.

Volume 1, Part 00100, will not apply to this project. Volume 1, Part 00100 is replaced in its entirety by the City of Gladstone Standard General Conditions for Public Improvement Contracts, the Supplemental General Conditions for the City of Gladstone 2014 Pavement Rehabilitation Project, and the City of Gladstone – Statutorily Required Provisions Construction Services for Labor and Services for Public Improvements and Public Works Subject to ORS 279C.800 to 279C.870. These three documents are contained in Section 4 of this bid package.

Volume 2, Parts 00200 through 03000, is incorporated into this contract and shall henceforth be referred to as the "Technical Specifications". Modifications to the Technical Specifications are contained in the Special Technical Provisions, which follow.

Copies of the book are available for purchase by calling Contractor Plans at 503-986-2710.

Copies of the Technical Specifications are available online at:

http://www.oregon.gov/ODOT/HWY/SPECS/Pages/standard_specifications.aspx#2008_Standard_Specifications

SPECIAL TECHNICAL PROVISIONS
FOR THE CITY OF GLADSTONE
2014 PAVEMENT REHABILITATION PROJECT

GENERAL

Technical Specifications in the "Oregon Standard Specifications for Construction" 2008 Edition, prepared by the Oregon Department of Transportation will be followed on this project. This 2008 edition consists of two volumes; Volume 1 is Part 00100, the General Conditions and Volume 2 is Parts 00200 through 03000, the Technical Specifications.

Volume 2, Parts 00200 through 03000, is incorporated into this contract and shall henceforth be referred to as the "Technical Specifications".

The following document is hereby incorporated as a part of the contract, and shall henceforth be referred to as the "Special Technical Provisions":

All number references in these Special Technical Provisions shall be understood to refer to the subsection Technical Specifications bearing like numbers, and shall represent modifications and/or additions to the specified section.

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PART 00200 – TEMPORARY FEATURES AND APPURTENANCES

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.40(e) Lane Restrictions - Replace this subsection, except for the subsection number and title, with the following:

Do not close any traffic lanes on Arlington Street, Hereford Street or Oatfield Road during the periods listed below:

(1) Weekdays - Before 8:00 A.M. or after 5:00 P.M. Monday through Friday.

(2) Weekends – Before 8:00 A.M. on Saturday or any time Sunday.

(3) Holidays – Between 4:00 P.M. on the days preceding the legal holiday or holiday weekend and midnight on a legal holiday or the last day of the holiday weekend, except Thanksgiving when no lanes may be closed between 4:00 P.M. pm Wednesday and midnight on the following Sunday.

For the purposes of this Section, legal holidays are as follows:

- New Years Day on January 1
- Memorial Day on the last Monday in May
- Independence Day on July 4
- Labor Day on the first Monday in September
- Thanksgiving Day on the fourth Thursday in November
- Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.02 General Requirements - Add the following after the last paragraph of this subsection:

The contractor shall be responsible for notifying emergency services, the postal service, Tri-Met, garbage haulers and Gladstone School District of the construction schedule and extent of intended detours.

00225.06 Routing Traffic Over Surfacings - Add the following after the last sentence of subsection (c) (2):

For Oatfield Road construction, at a minimum, the contractor shall pave back all milled areas during the last shift of the work week.

00225.90 Payment

Work zone traffic control will be paid for per Method "B" – Lump Sum Basis at the Contract lump sum amount for the following items:

a) Temporary Work Zone Traffic Control, Complete for Arlington Street
b) Temporary Work Zone Traffic Control, Complete for Hereford Street
c) Temporary Work Zone Traffic Control, Complete for Oatfield Road

00225.91 Temporary Signing - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.92 Temporary Barricades, Guardrail, Barrier, and Attenuators - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.93 Temporary Traffic Delineation - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.94 Temporary Illumination - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.95 Traffic Signals - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.96 Temporary Electrical Signs - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.97 Flaggers and Flagger Station Lighting - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.98 Traffic Control Supervisor - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

00225.99 Pilot Cars - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this Section.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.90 Payment – Modify bullet (a) to "Erosion and Sediment Control".

Erosion and Sediment Control will be paid for per Item (a) at the Contract lump sum amount for the item "Erosion and Sediment Control".

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.20(c-3) Reuse, Recycle, and Dispose of Materials – Delete the bullet that begins "Reuse demolition...".

00290.32 Noise Control – Modify bullet 1 to read, "Do not idle equipment or perform construction between the hours of 6:00 PM and 7:00 AM, per the City of Gladstone Municipal Code."

PART 00600 – BASES

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40(a) General – Add the following, "For Oatfield Road construction, at a minimum, the contractor shall pave back all milled areas during the last shift of the work week".

Add the following:

00620.40(f) Existing Structures – If the cold planed pavement surface will be exposed to traffic, as an alternative to providing temporary wedges per Section 00620.40(d), Contractor may make temporary adjustments to manhole rims, water valve boxes, survey monument boxes and gas valves so that these structures are flush with the temporary pavement surface. Such adjustments to existing structures shall be coordinated with the City of Gladstone Public Works Department.

00620.80 Measurement – Add the following:

All adjustments to grade for utility valve boxes, survey monument boxes and manholes within the limits of paving shall be done by the contractor as an incidental item.

00620.90 Payment – The accepted quantities of work performed under this Section will be made at the Contract unit price for the following items:

Pay Item	Unit of Measurement
a) Cold Plane Pavement Removal, 0-2 inches Deep	Square Yard
b) Cold Plane Pavement Removal, 2-3 inches Deep	Square Yard
c) Cold Plane Pavement Removal, 3-4 inches Deep	Square Yard

Add the following:

No separate or additional payment will be made for adjustment of utility valve boxes, survey monument boxes and manholes to the temporary cold planed pavement surface or the finished grade pavement surface.

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate – Replace this subsection, except for the subsection number and title, with the following:

Aggregate for base leveling course shall be ¾"-0 dense graded aggregate meeting the requirements of Section 02630.10.

00641.10(b) Subbase Aggregate - Replace this subsection, except for the subsection number and title, with the following:

Aggregate for subbase shall be 1½"-0 dense graded aggregate meeting the requirements of Section 02630.10.

00641.21 Hauling Equipment – Add the following, "No trucks with a hauling capacity larger than 12 cubic yards will be allowed on the project."

00641.44(a-1) Dense-graded Aggregates - In the paragraph, replace "100%" with "95%".

00641.80 Measurement – No measurement of quantities will be made for work performed under this Section.

00641.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for work performed under this section, unless otherwise provided or pay items are provided under other Sections.

PART 00700 – WEARING SURFACES

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The quantity of emulsified asphalt cement used as tack coat will not be measured.

00730.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The furnishing and placing of emulsified asphalt cement, including the equipment, labor and incidentals necessary to complete the work, will be considered incidental to the MHMAC Pavement or Asphalt Concrete Repair bid items.

SECTION 00744 - MINOR HOT MIXED ASPHALT CONCRETE (MHMAC) PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.00 Scope – Add the following:

Asphalt concrete pavement shall be of the class and thickness shown on the plans. Where new surfacing is to match an existing surface, the edges shall be sawcut back to firm material and a tack coat applied to the asphalt edges.

00744.03 Reclaimed Asphalt Pavement (RAP) Material – Replace this subsection, except for the subsection number and title, with the following:

Reclaimed HMAC pavement (RAP) material used in the production of new MHMAC. No RAP material will be allowed in the new MHMAC pavement.

00744.10 Aggregate - Replace the first sentence of this subsection with the following:

Furnish coarse and fine aggregate for MHMAC meeting the following requirements:

00744.10 (g) RAP Aggregate – Delete this subsection.

00744.11(a) Asphalt Cement - Replace the first sentence of this subsection with the following:

Use PG 70-22 asphalt and deliver all tickets to the Project Manager for review.

Delete the third paragraph that begins, "Asphalt in RAP material..."

00744.12(a) Mix Type – Replace the first sentence with the following:

The MHMAC used for this project shall be Level 3, ⅜"-0 dense.

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00744.16 MHMAC Acceptance - Replace this subsection, except for the subsection number and title, with the following:

A CAT-1 shall perform a minimum of one asphalt content, gradation, mix moisture, and Maximum Specific Gravity (AASHTO T 209) test per day and provide results to the Engineer by the middle of the following work shift. The Contractor shall also provide split samples to the Engineer when requested. Testing may be waived upon written notice and accepted visually by the Engineer according to Section 4(B) of the MFTP.

00744.49 Compaction – Modify the first sentence of the second paragraph to the following:

Perform breakdown and intermediate rolling until the entire surface has been compacted by at least six coverages of the roller(s) and continue until all roller marks are eliminated.

00744.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of MHMAC will be measured by the ton according to Section 00190. No separate measurement or payment will be made for the asphalt concrete mixture and the asphalt cement contained in the mixture. No deduction will be made for lime or any other additive used in the mixture.

No separate measurement or payment will be made for emulsified asphalt tack coat. Payment for this work shall be incidental to the MHMAC pavement.

All adjustments to grade for utility valve boxes, survey monument boxes and manholes within the limits of paving shall be done by the contractor as an incidental item.

00744.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of MHMAC incorporated into the project will be paid for at the Contract unit price, per ton, for the item "Level 3, ⅜ Inch Dense MHMAC Pavement, PG 70-22."

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.

No separate or additional payment will be made for emulsified asphalt tack coat.

No separate or additional payment will be made for adjustments of utility valve boxes, survey monument boxes or manholes within the limits of paving to final grade.

SECTION 00746 – CRACK SEALING FLEXIBLE PAVEMENTS

Comply with Section 00746 of the Standard Specifications modified as follows:

00746.00 Scope – Replace this subsection, except for the subsection number and title, with the following:

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This work consists of repairing and resealing cracks ¼" or wider within the flexible pavement in the Oatfield Road work zone between Barbary Drive and Caldwell Avenue.

00746.90 Payment Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of sealed cracks will be paid for at the Contract unit price, per foot, for the item "Crack Sealing".

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.

No separate or additional payment will be made for required cleaning and routing.

SECTION 00748 – ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications modified as follows:

00748.10 Materials – Replace this subsection, except for the subsection number and title, with the following:

Furnish materials meeting the following requirements:

¾" – 0 Aggregate Base	02630
1½" -0 Aggegate Subbase	00641.10(b)
Level 3, ⅜ Inch Dense MHMAC Pavement, PG 70-22	00744
Subgrade Geotextile	02320
Water	00340

00748.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of asphalt concrete repair will be paid for at the Contract unit price for the following items:

Pay Item	Unit of Measurement
(a) 6 Inch Asphalt Concrete Pavement Repair	Square Yard
(b) Asphalt Concrete Pavement Repair, Skin Patch	Square Yard

Item (a) includes:

- Sawcutting the existing asphalt concrete pavement
- Removing & disposing of the existing asphalt concrete pavement
- Removing & disposing of the existing base aggregate
- Removing & disposing of the subgrade material to the lines and grades required
- Placing geotextile
- Placing and compacting aggregate backfill to the proper lines and grades.

- Placing and compacting MHMAC pavement to the proper lines and grades.
- Working around manhole rims, water valves, survey monument boxes and natural gas valves as necessary to properly complete the repair.
- Adjustment of manhole rims, water valves, survey monument boxes and natural gas valves to the proper finished grade.

Item (b) includes:

- Skin Patch overlay of the existing asphalt concrete pavement to create a smooth surface.

PART 02000 – MATERIALS

SECTION 02320 – GEOSYNTHETICS

Section 02320 is replaced in its entirety, except the subsection number and title, with the following:

Description

02320.00 Scope - This Section includes the requirements for geosynthetics used in various applications.

02320.01 Definitions - Geosynthetic terms are defined in 00350.01.

Materials

02320.10 Acceptance:

(a) General Requirements - Furnish all geosynthetics meeting the following requirements:

- Free of defects, cuts or tears.
- Resistant to ambient temperatures, acid and alkaline conditions, micro-organisms and insects.
- For the intended purpose and have dimensional stability.

(b) The geosynthetic used in the Arlington Street subgrade repair shall be Tensar TriAx TX160 geogrid.

(c) The geosynthetic fabric used in the Oatfield Road subgrade repairs shall be Propex Geotex 200ST geotextile fabric or equal.

(d) Manufacturer's Documentation - As a basis of acceptance, furnish either a manufacturer's brochure or a quality compliance certificate, with geosynthetic properties shown for each geosynthetic product.

(e) Agency Check Tests - The Agency reserves the right to sample and test products for compliance with pertinent requirements. When the Agency performs check tests, the

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entire production run will be rejected if any of the average roll values of tested rolls are less than the specified minimum values in the manufacturer's brochure.

SECTION 02630 – BASE AGGREGATE

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

02630.10(b) Fracture of Rounded Rock – Replace this subsection, except for the subsection number and title, with the following:

Provide at least three fractured faces on 100 percent of particles retained on the ¼ inch sieve.

- End of Special Technical Provisions -

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Section 6

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List of Drawings

1. Project Locations
2. Arlington Street Repair Area & Sediment & Erosion Control
3. Arlington Street 6" Asphalt Concrete Pavement Repair
4. Hereford Street Repair Area
5. Hereford Street Section 1
6. Hereford Street Section 2
7. Hereford Street Section 3
8. Hereford Street Section 4 & Typical Sections
9. Oatfield Road Repair Area
10. Oatfield Road Section 1
11. Oatfield Road Section 2
12. Oatfield Road Section 3
13. Oatfield Road Section 4
14. Oatfield Road 6" Asphalt Concrete Pavement Repair
15. Oatfield Road Cold Plane Pavement Removal, 2" Deep

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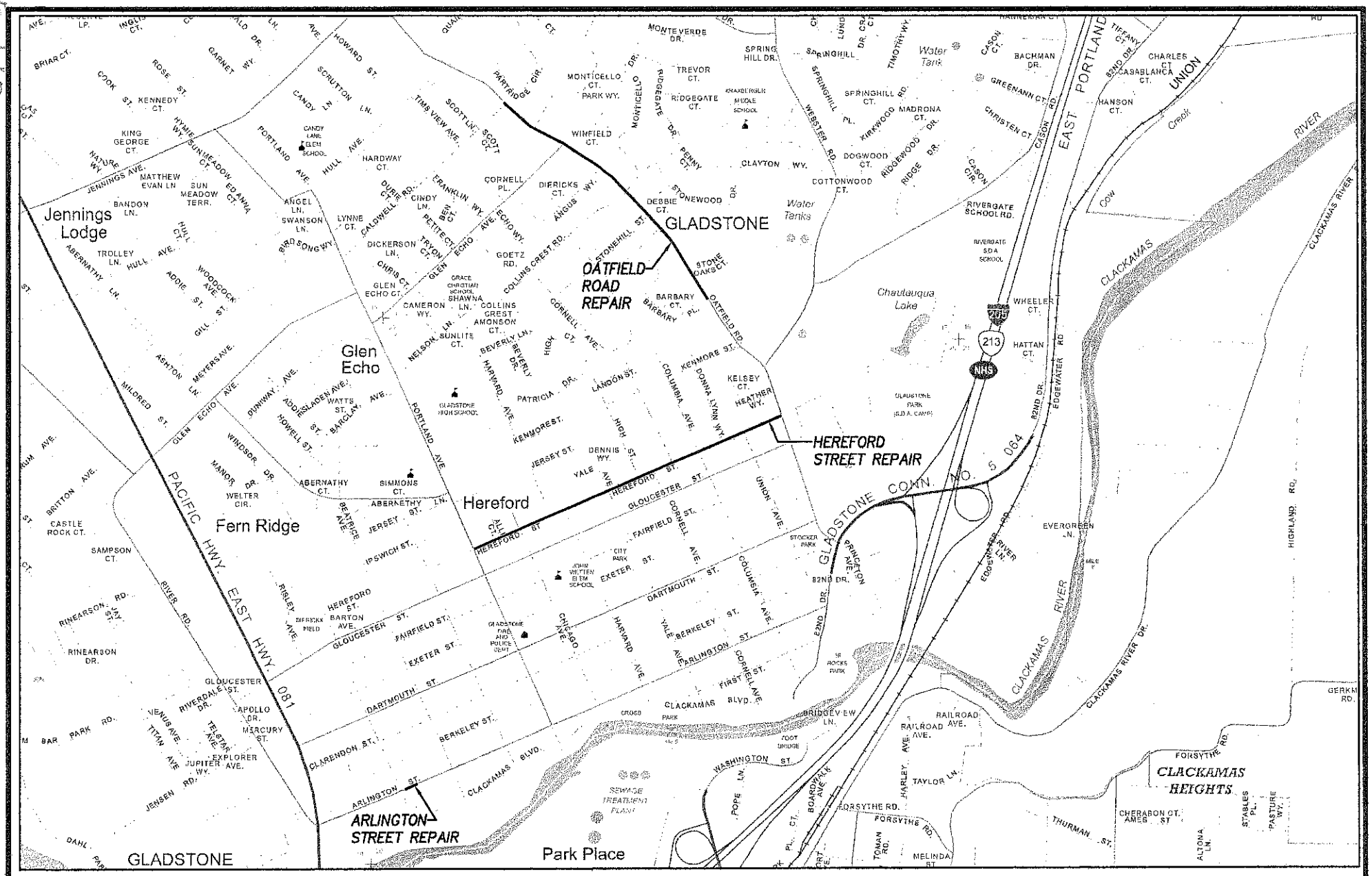
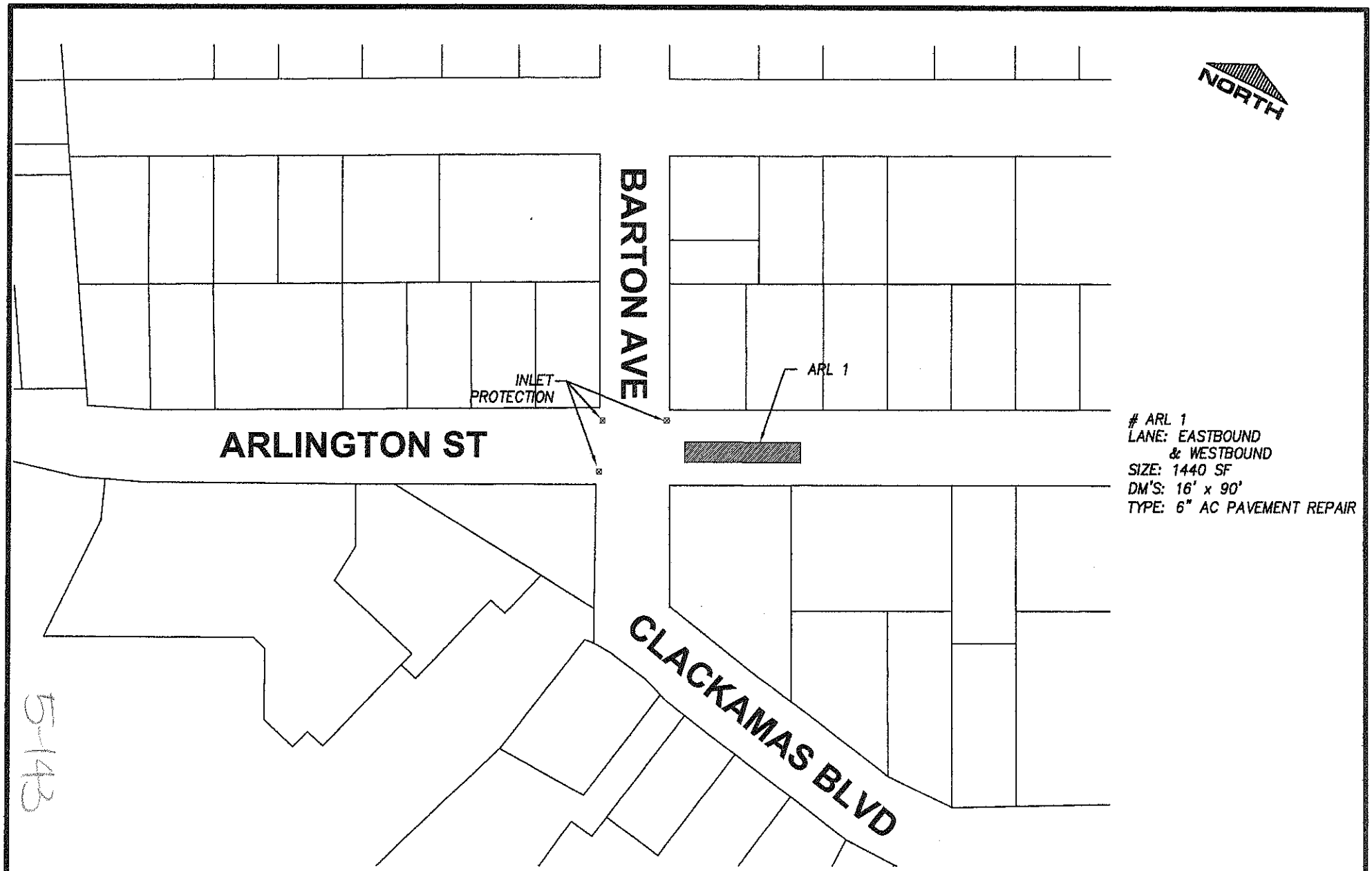


1 / 15	CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT PROJECT LOCATIONS	DATE AUG, 2014 SCALE NTS DRAWN PS JOB SGL 14-029	SISUL ENGINEERING 375 PORTLAND AVENUE GLADSTONE, OREGON 97027 (503) 657-0188



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CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT

ARLINGTON STREET
REPAIR AREA & EROSION & SEDIMENT CONTROL

DATE	AUG, 2014
SCALE	1"=100'
DRAWN	PS
JOB	SGL 14-029

SISUL ENGINEERING
375 PORTLAND AVENUE
GLADSTONE, OREGON 97027
(503) 657-0188

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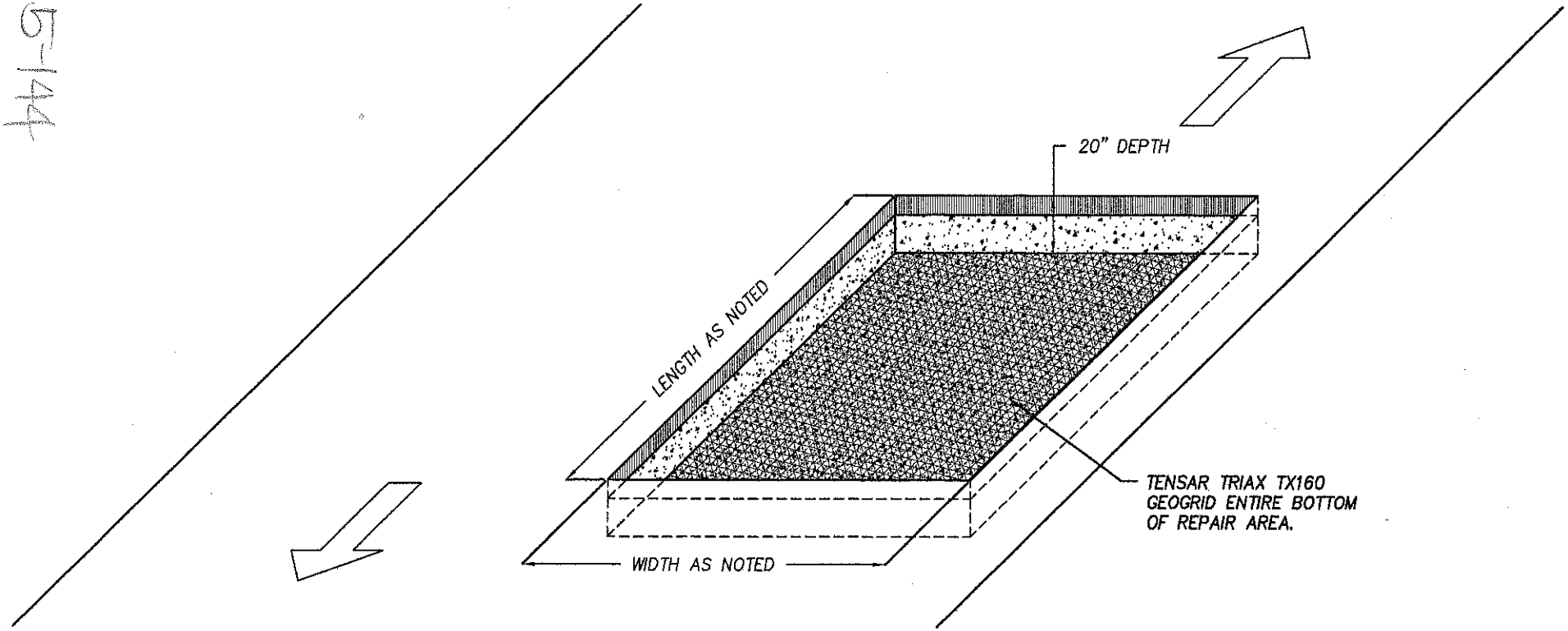
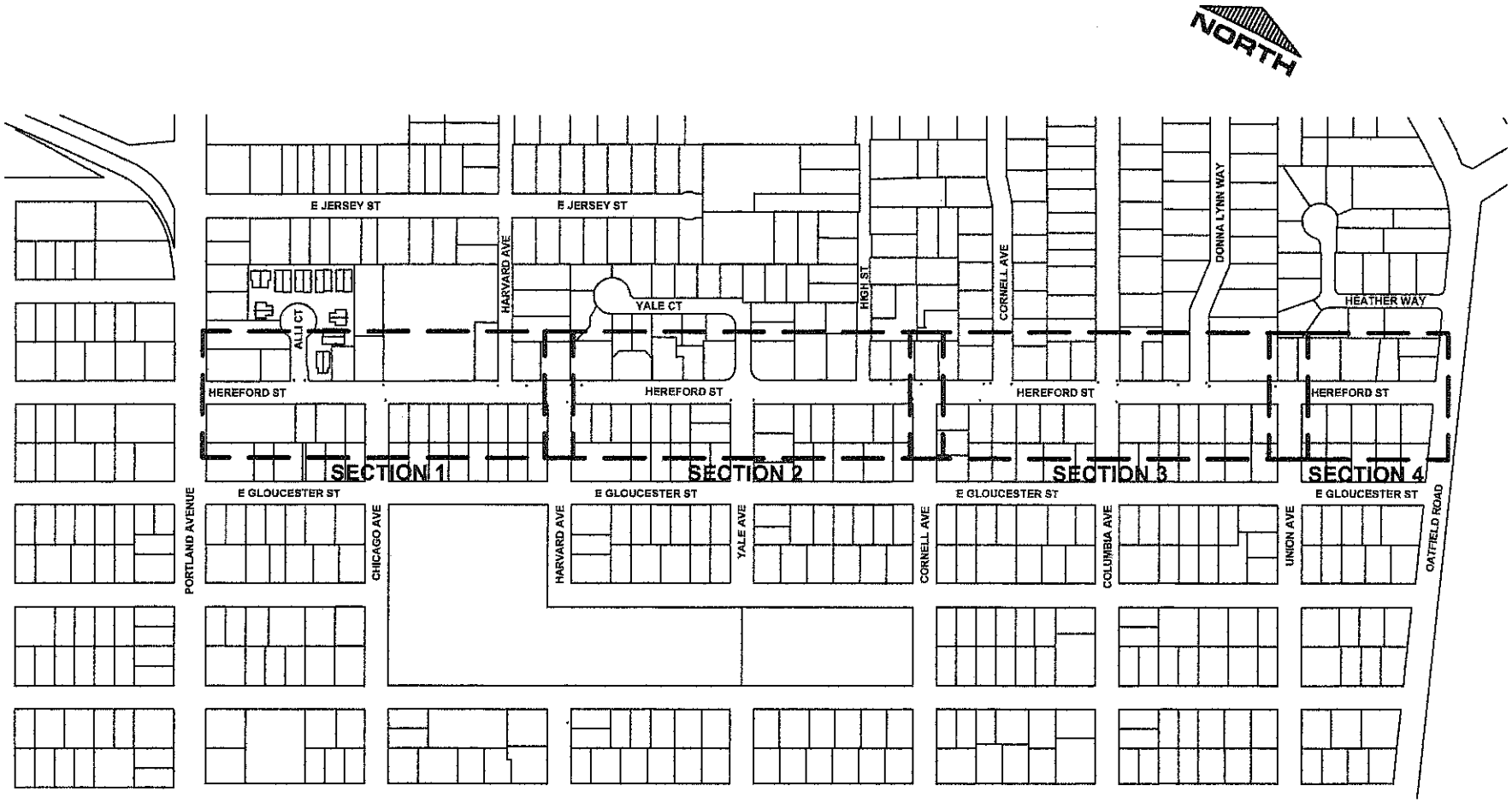


- SAWCUT EDGE OF REPAIR AREA
- REMOVE ASPPHALT, AGGREGATE & SUBGRADE TO 20" DEPTH BELOW EXISTING AC;
- PREPARE SUBGRADE;
- INSTALL TENSAR TRIAX TX160 GEOGRID ENTIRE BOTTOM OF REPAIR AREA;
- INSTALL 10 INCHES OF 1 1/2" – 0 AGGREGATE SUBBASE, COMPACT;
- INSTALL 4 INCHES OF 3/4" – 0 AGGREGATE BASE, COMPACT;
- INSTALL 6 INCHES OF ASPHALT PAVEMENT IN A MINIMUM OF 2 LIFTS, COMPACT;
- RESTRIPE DOUBLE YELLOW CENTERLINE.

3 / 15	CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT ARLINGTON STREET 6 INCH ASPHALT CONCRETE PAVEMENT REPAIR	DATE AUG, 2014 SCALE NTS DRAWN PS JOB SGL 14-029	SISUL ENGINEERING 375 PORTLAND AVENUE GLADSTONE, OREGON 97027 (503) 657-0188



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CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT

HEREFORD STREET REPAIR AREA

DATE	AUG, 2014
SCALE	1"=100'
DRAWN	PS
JOB	SGL 14-029

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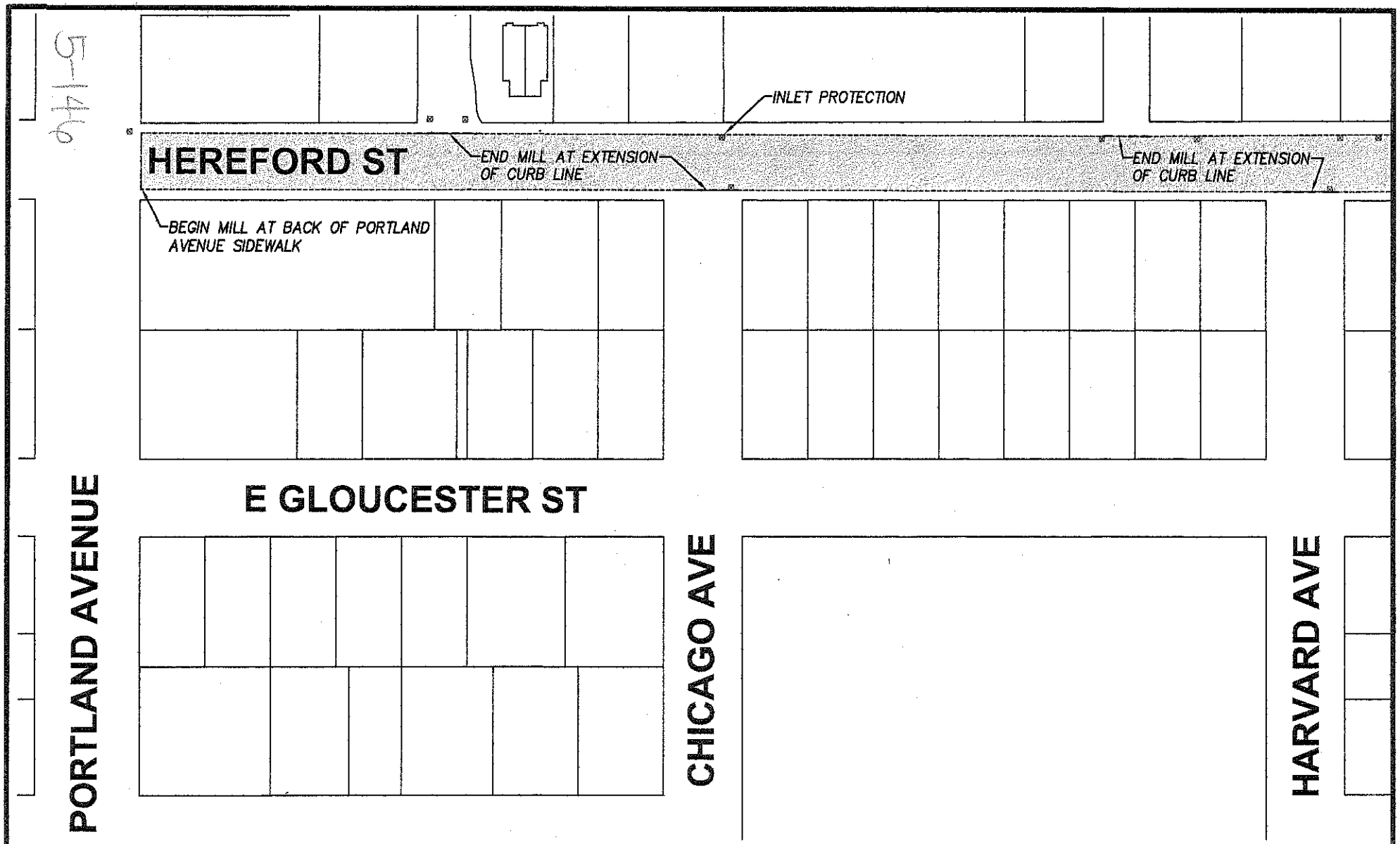
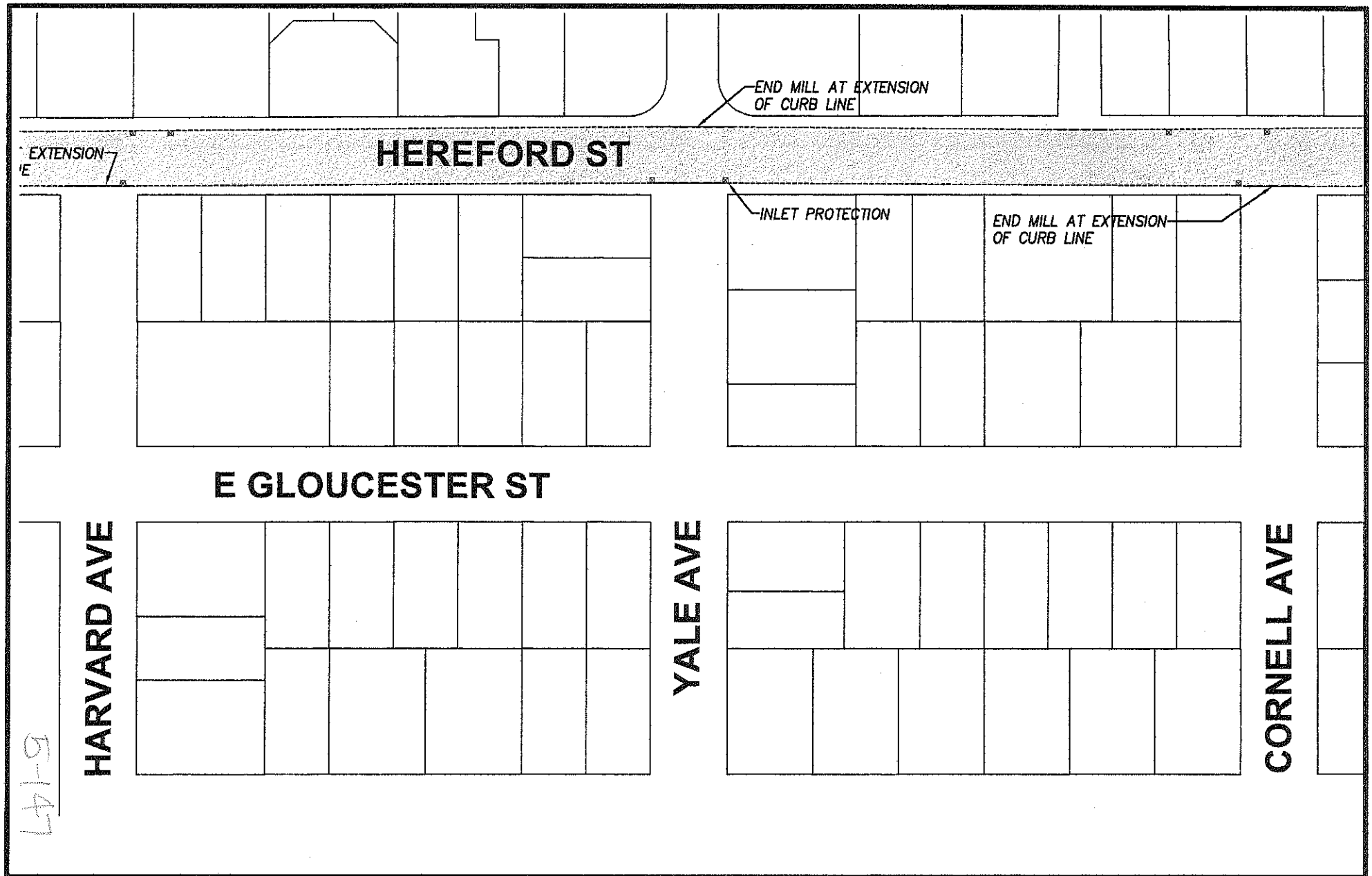


5 / 15	CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT HEREFORD STREET SECTION 1	DATE AUG, 2014 SCALE 1"=100' DRAWN PS JOB SGL 14-029	SISUL ENGINEERING 375 PORTLAND AVENUE GLADSTONE, OREGON 97027 (503) 657-0188



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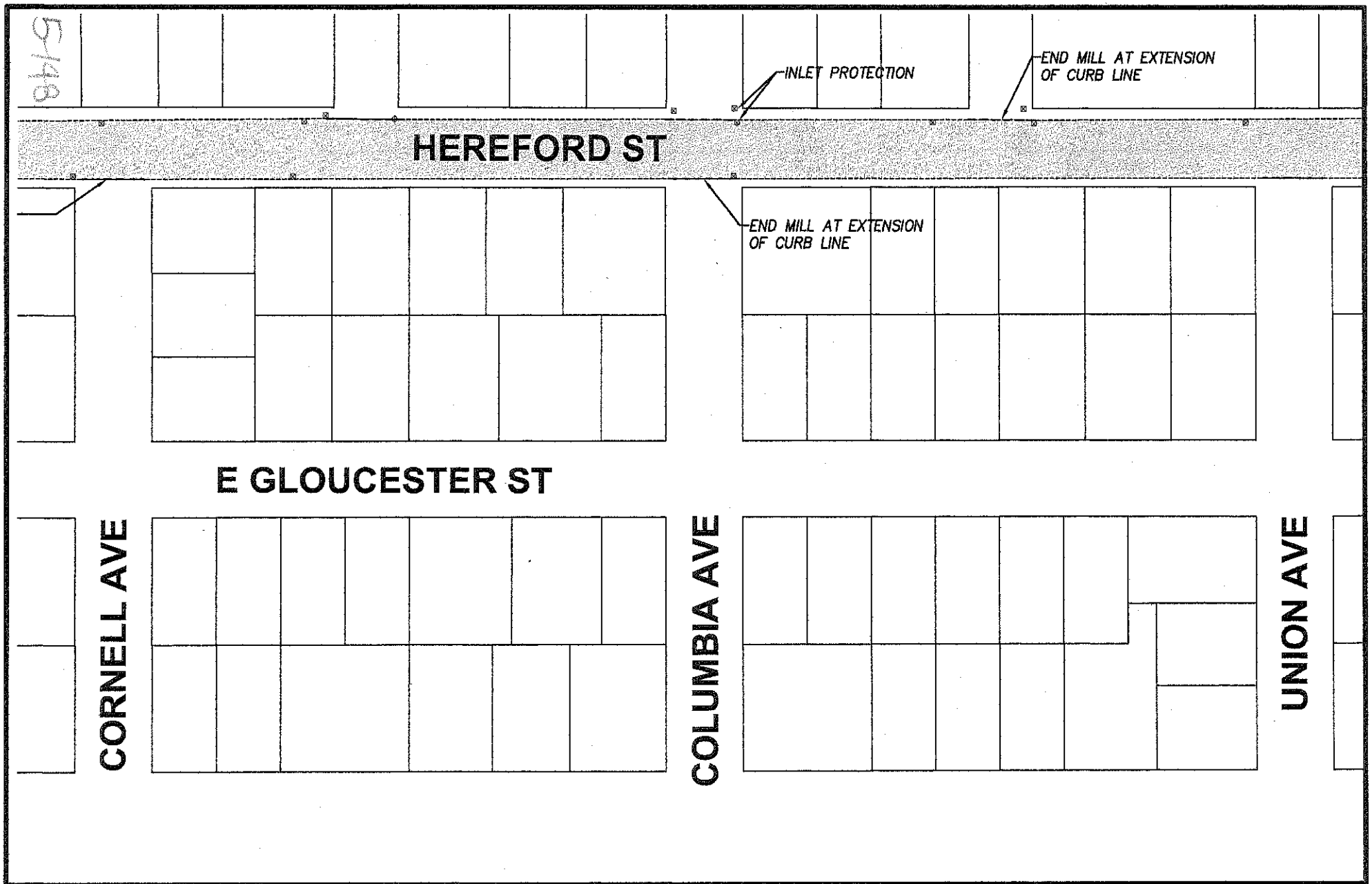
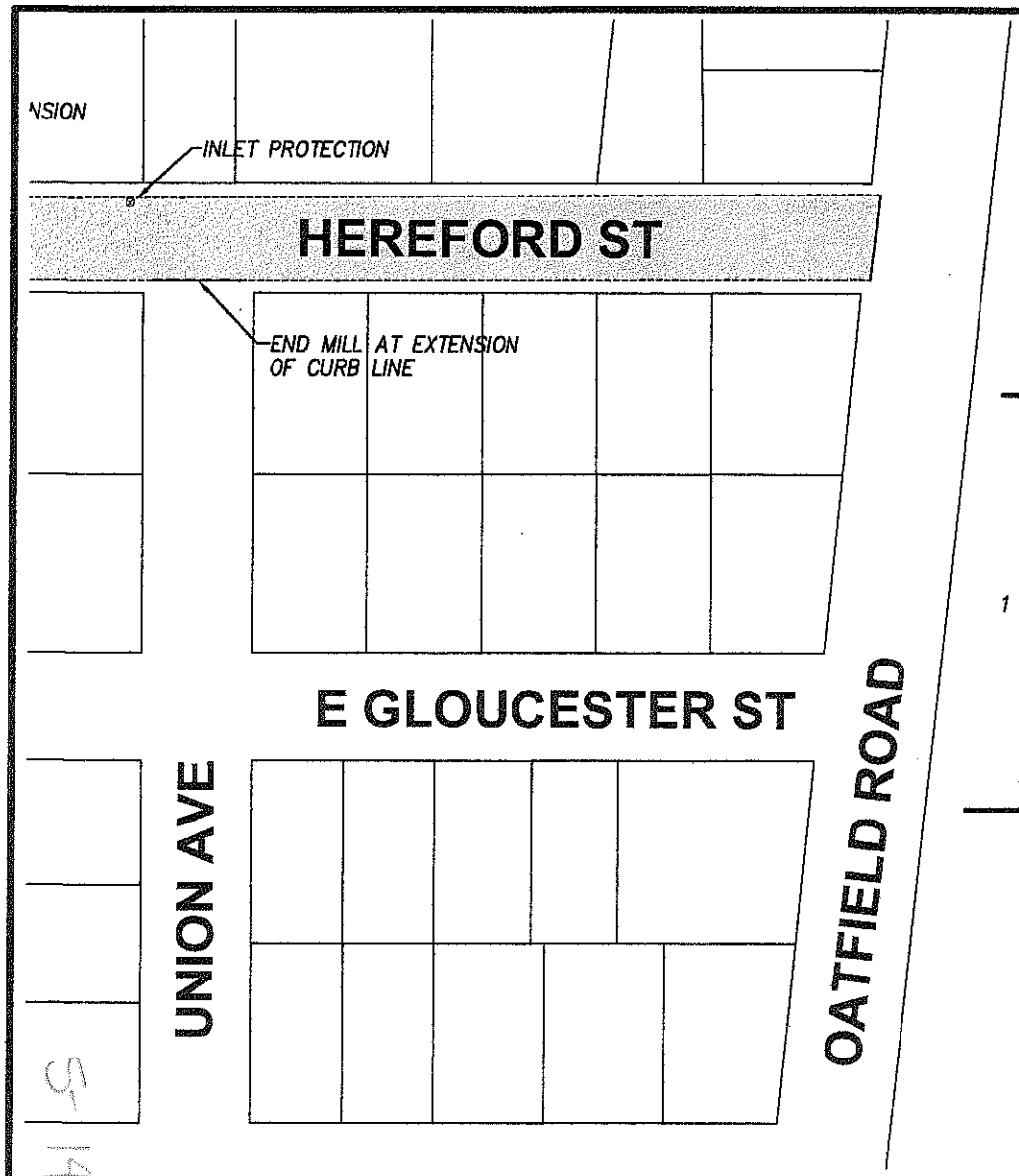
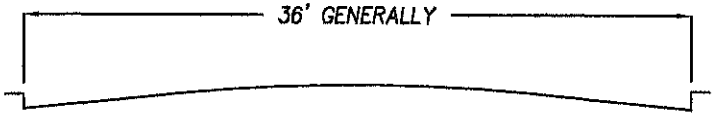
6 / 15	CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT HEREFORD STREET SECTION 2	DATE AUG, 2014 SCALE 1"=100' DRAWN PS JOB SGL 14-029	SISUL ENGINEERING 375 PORTLAND AVENUE GLADSTONE, OREGON 97027 (503) 657-0188



7 / 15	CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT HEREFORD STREET SECTION 3	DATE AUG, 2014 SCALE 1"=100' DRAWN PS JOB SGL 14-029	SISUL ENGINEERING 375 PORTLAND AVENUE GLADSTONE, OREGON 97027 (503) 657-0188





EXISTING STREET CROSS SECTION

STREET WIDTH IS GENERALLY 36 FEET
CROWN HEIGHT VARIES
CURB EXPOSURE VARIES
PAVEMENT DEPTH VARIES

COLD PLANED STREET SECTION

MILL AC @ CENTERLINE 3 INCHES
MILL AC @ CURB LINES 1 INCH
ATTEMPT TO PROFILE THE GRADE IN BETWEEN
CENTERLINE & CURB LINE

FINISHED STREET SECTION

2" OVERLAY OF COLD PLANED STREET
RESTRIPE DOUBLE YELLOW CENTERLINE,
STOP BARS & CROSS WALK

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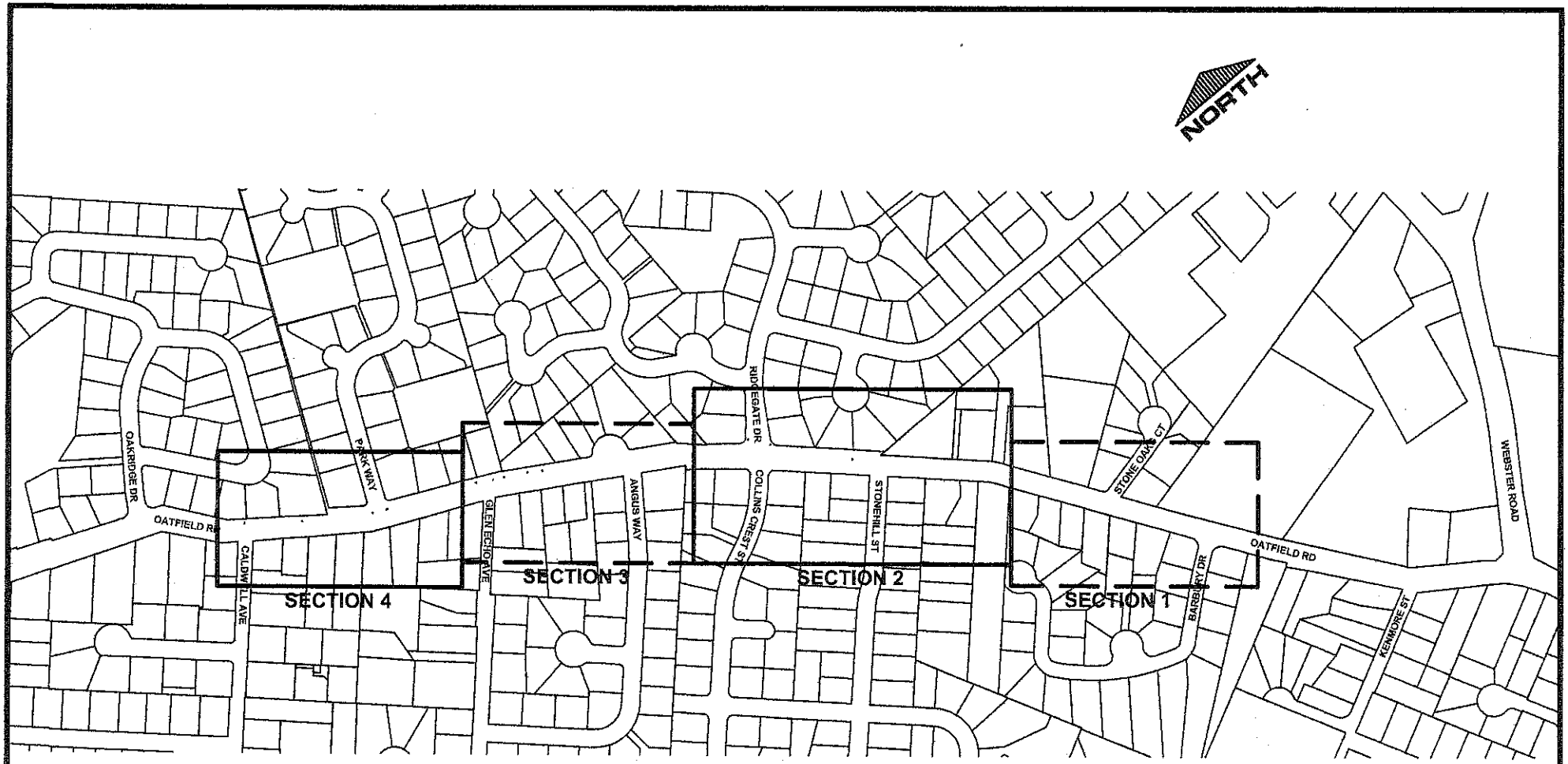
8 / 15	CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT HEREFORD STREET SECTION 4 & TYPICAL SECTIONS	DATE AUG, 2014 SCALE 1"=100' DRAWN PS JOB SGL 14-029	SISUL ENGINEERING 375 PORTLAND AVENUE GLADSTONE, OREGON 97027 (503) 657-0188



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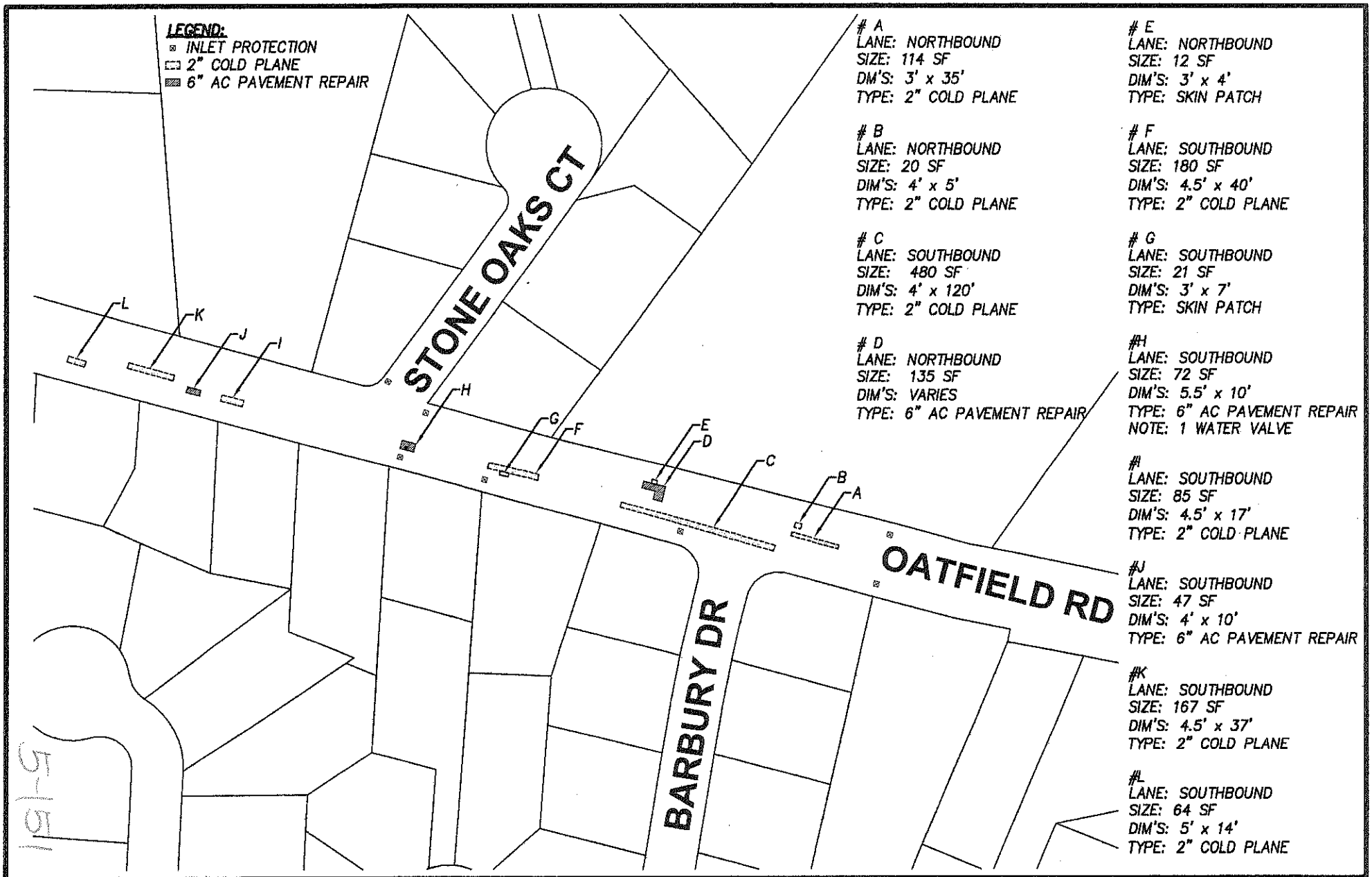
9 / 15	CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT OATFIELD ROAD REPAIR AREA	DATE AUG, 2014 SCALE 1"=400' DRAWN PS JOB SGL 14-029	SISUL ENGINEERING 375 PORTLAND AVENUE GLADSTONE, OREGON 97027 (503) 657-0188



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CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT

OATFIELD ROAD
SECTION 1

DATE	AUG, 2014
SCALE	1"=100'
DRAWN	PS
JOB	SGL 14-029

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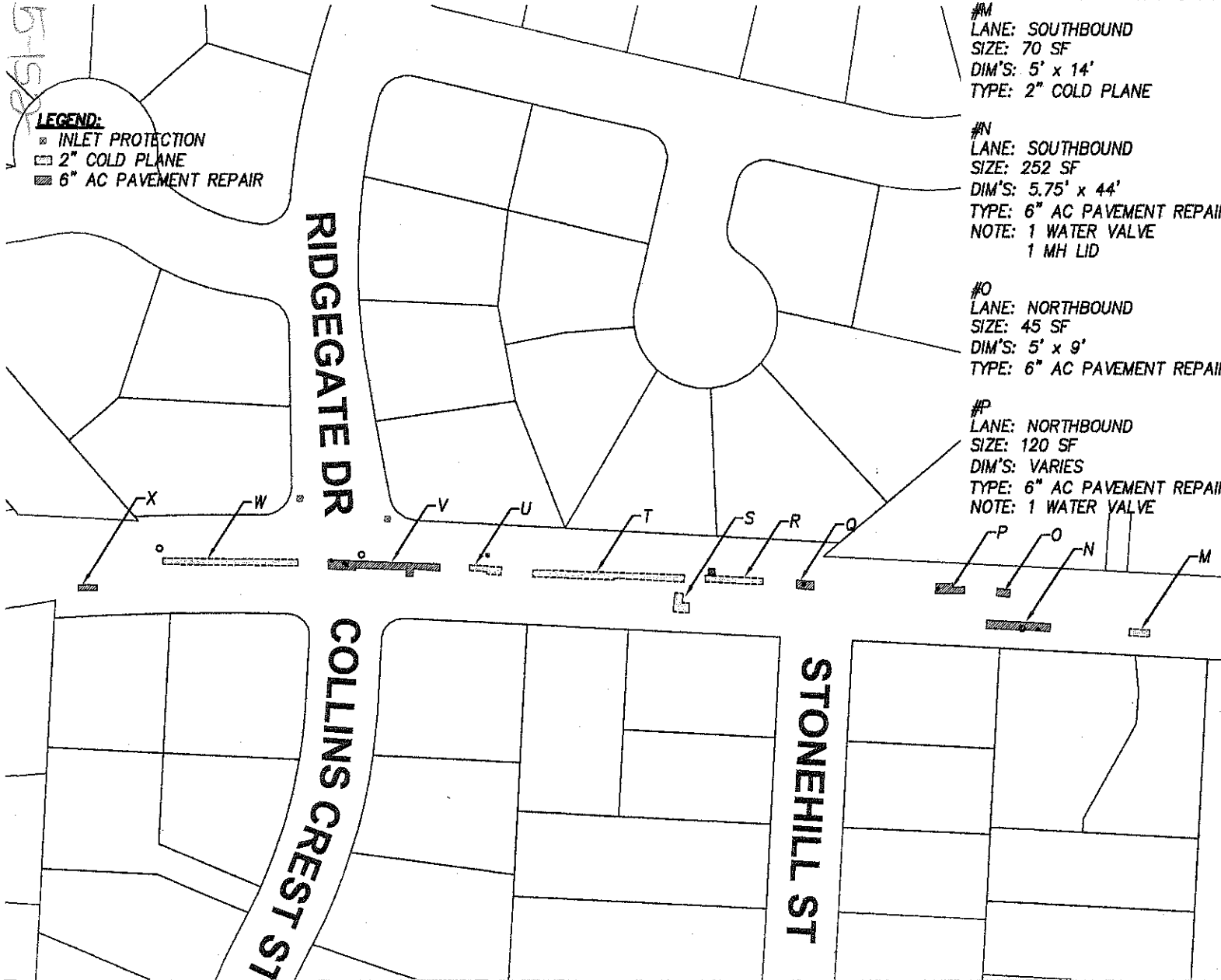

#M
LANE: SOUTHBOUND
SIZE: 70 SF
DIM'S: 5' x 14'
TYPE: 2" COLD PLANE

#N
LANE: SOUTHBOUND
SIZE: 252 SF
DIM'S: 5.75' x 44'
TYPE: 6" AC PAVEMENT REPAIR
NOTE: 1 WATER VALVE
1 MH LID

#O
LANE: NORTHBOUND
SIZE: 45 SF
DIM'S: 5' x 9'
TYPE: 6" AC PAVEMENT REPAIR

#P
LANE: NORTHBOUND
SIZE: 120 SF
DIM'S: VARIES
TYPE: 6" AC PAVEMENT REPAIR
NOTE: 1 WATER VALVE

#Q
LANE: NORTHBOUND
SIZE: 35 SF
DIM'S: 5.5' x 12'
TYPE: 6" AC PAVEMENT REPAIR
NOTE: 1 WATER VALVE

#R
LANE: NORTHBOUND
SIZE: 173 SF
DIM'S: 4' x 41'
TYPE: 2" COLD PLANE

#S
LANE: SOUTHBOUND
SIZE: 103 SF
DIM'S: VARIES
TYPE: 2" COLD PLANE

#T
LANE: NORTHBOUND
SIZE: 492 SF
DIM"S: VARIES
TYPE: 2" COLD PLANE

#U
LANE: NORTHBOUND
SIZE: 104 SF
DIM'S: VARIES
TYPE: 2" COLD PLANE

#V
LANE: NORTHBOUND
SIZE: 435 SF
DIM'S: VARIES
TYPE: 6" AC PAVEMENT REPAIR
NOTE: 3 WATER VALVES

#W
LANE: NORTHBOUND
SIZE: 419 SF
DIM'S: 4.5' x 93'
TYPE: 2" COLD PLANE

#X
LANE: SOUTHBOUND
SIZE: 46 SF
DIM'S: 3.5' x 13'
TYPE: 6" AC PAVEMENT REPAIR

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CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT

OATFIELD ROAD
SECTION 2

DATE	AUG, 2014
SCALE	1"=100'
DRAWN	PS
JOB	SGL 14-029

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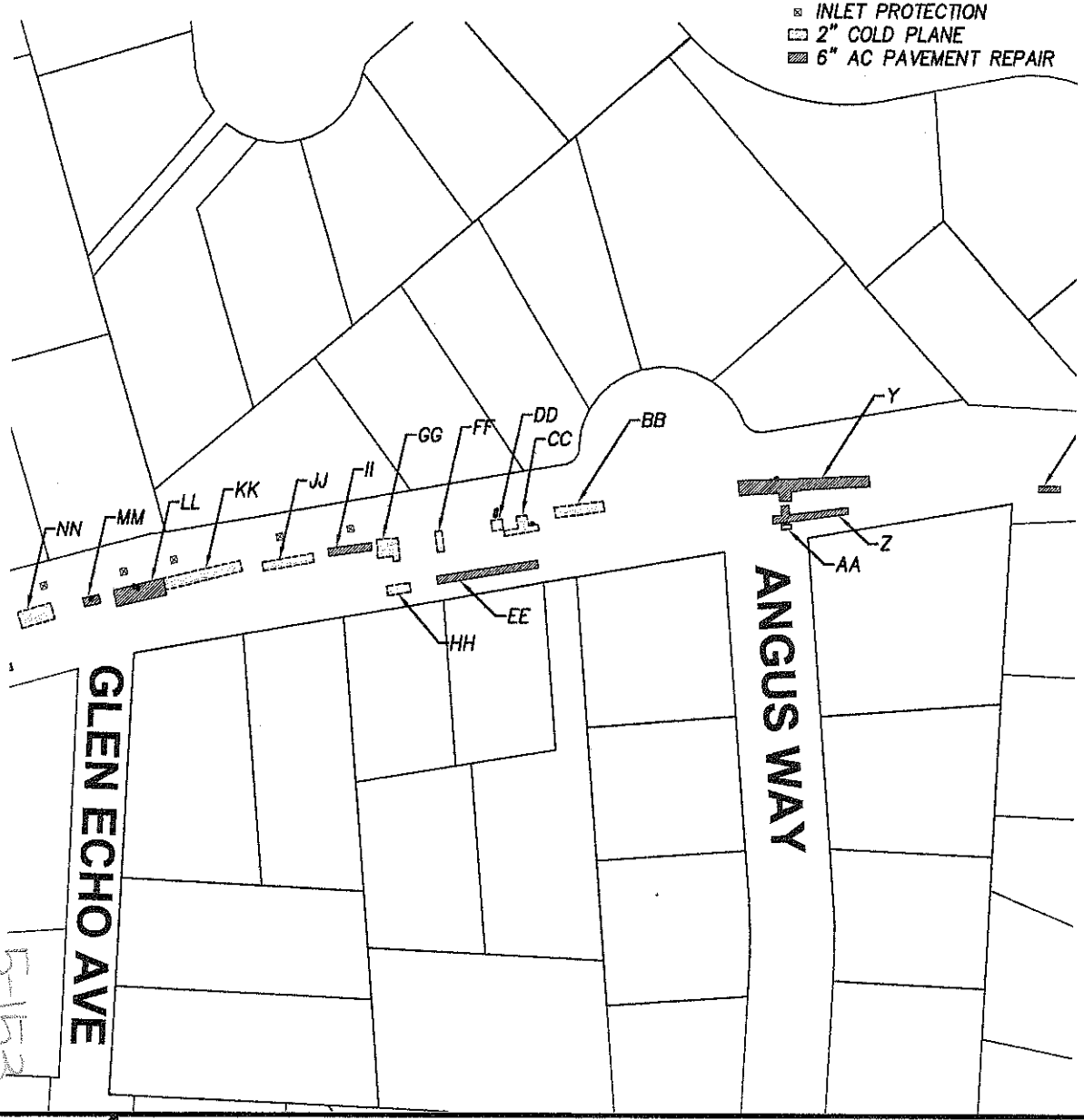

#Y
LANE: NORTHBOUND
SIZE: 600 SF
DIM'S: VARIES
TYPE: 6" AC PAVEMENT REPAIR
NOTE: 1 WATER VALVE

#Z
LANE: SOUTHBOUND
SIZE: 208 SF
DIM'S: VARIES
TYPE: 6" AC PAVEMENT REPAIR

#AA
LANE: SOUTHBOUND
SIZE: 18 SF
DIM'S: 3' X 6'
TYPE: SKIN PATCH

#BB
LANE: NORTHBOUND
SIZE: 180 SF
DIM'S: 6' x 30'
TYPE: 2" COLD PLANE

#CC
LANE: NORTHBOUND
SIZE: 115 SF
DIM'S: VARIES
TYPE: 2" COLD PLANE

#DD
LANE: NORTHBOUND
SIZE: 42 SF
DIM'S: 6.5' x 6.5'
TYPE: 2" COLD PLANE

#EE
LANE: SOUTHBOUND
SIZE: 271 SF
DIM'S: 4.5 x 60.5'
TYPE: 6" AC PAVEMENT REPAIR

#FF
LANE: NORTHBOUND
SIZE: 52 SF
DIM'S: 13' x 4'
TYPE: 2" COLD PLANE

#GG
LANE: NORTHBOUND
SIZE: 151 SF
DIM'S: VARIES
TYPE: 2" COLD PLANE

#HH
LANE: SOUTHBOUND
SIZE: 73 SF
DIM'S: 5' x 13.5'
TYPE: 2" COLD PLANE

#II
LANE: NORTHBOUND
SIZE: 116 SF
DIM'S: 4.5' x 25.5'
TYPE: 6" AC PAVEMENT REPAIR

#JJ
LANE: NORTHBOUND
SIZE: 158 SF
DIM'S: 5' x 30.5'
TYPE: 2" COLD PLANE

#KK
LANE: NORTHBOUND
SIZE: 310 SF
DIM'S: 6.5' x 46.5'
TYPE: 2" COLD PLANE

#LL
LANE: NORTHBOUND
SIZE: 298 SF
DIM'S: 9.5' x 30.5'
TYPE: 6" AC PAVEMENT REPAIR
NOTE: 2 WATER VALVES

#MM
LANE: NORTHBOUND
SIZE: 50 SF
DIM'S: 5' x 10'
TYPE: 6" AC PAVEMENT REPAIR
NOTE: 1 WATER VALVE

#NN
LANE: NORTHBOUND
SIZE: 200 SF
DIM'S: 10' x 20'
TYPE: 2" COLD PLANE

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CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT

OATFIELD ROAD
SECTION 3

DATE	AUG, 2014
SCALE	1"=100'
DRAWN	PS
JOB	SGL 14-029

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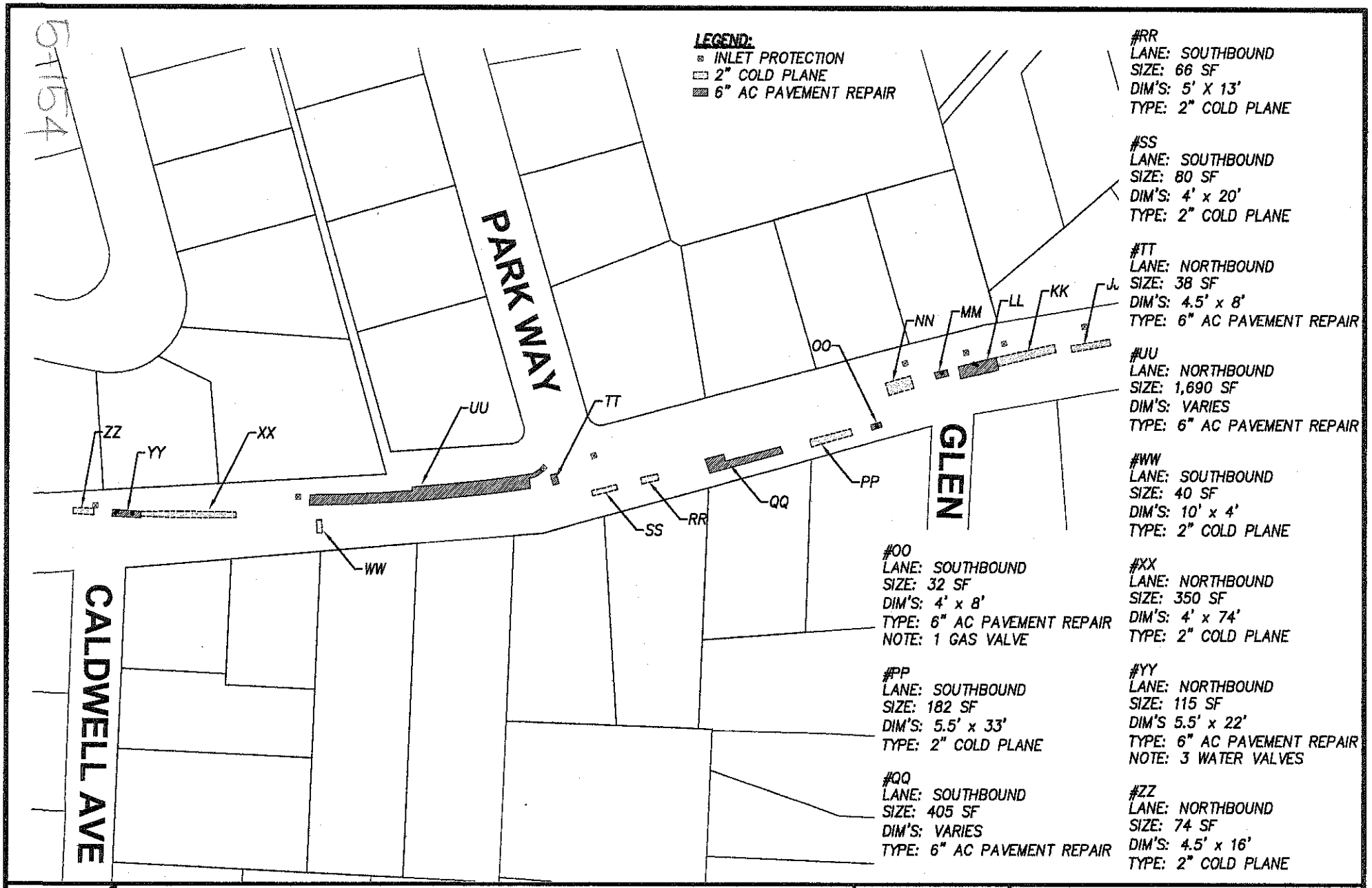

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CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT

OATFIELD ROAD
SECTION 4

DATE	AUG, 2014
SCALE	1"=100'
DRAWN	PS
JOB	SGL 14-029

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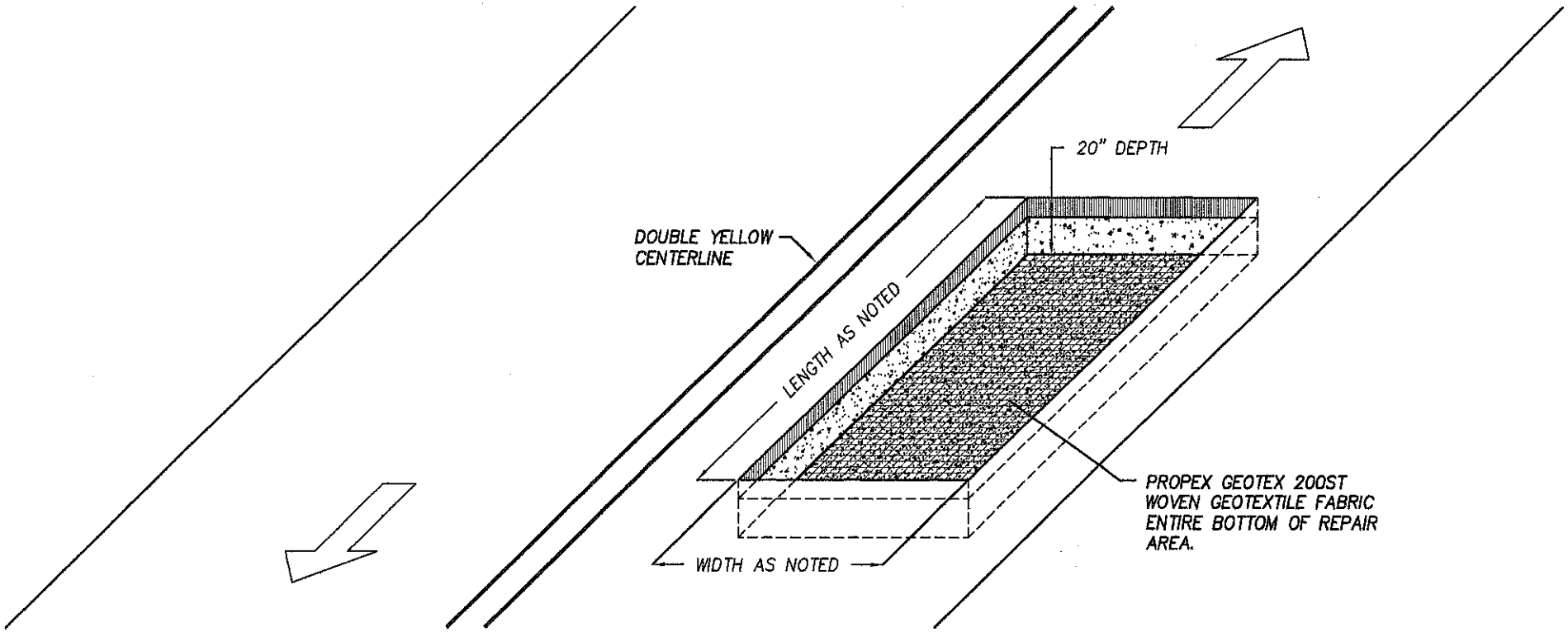
(503) 657-0188



- SAWCUT EDGE OF REPAIR AREA;
- REMOVE ASPPHALT, AGGREGATE & SUBGRADE TO 20" DEPTH BELOW EXISTING AC;
- PREPARE SUBGRADE
- INSTALL PROPEX GEOTEX 200ST WOVEN GEOTEXTILE FABRIC ENTIRE BOTTOM OF REPAIR AREA;
- INSTALL 10 INCHES OF 1 1/2" – 0 AGGREGATE SUBBASE, COMPACT;
- INSTALL 4 INCHES OF 3/4" – 0 AGGREGATE BASE; COMPACT;
- INSTALL 6 INCHES ASPHALT CONCRETE PAVEMENT IN A MINIMUM OF 2 LIFTS, COMPACT;
- REPAIR AND REPAVE SHALL BE COMPLETED SAME DAY.

15/15

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CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT

OATFIELD ROAD

6" ASPHALT CONCRETE PAVEMENT REPAIR

DATE	AUG, 2014
SCALE	1"=100'
DRAWN	PS
JOB	SGL 14-029

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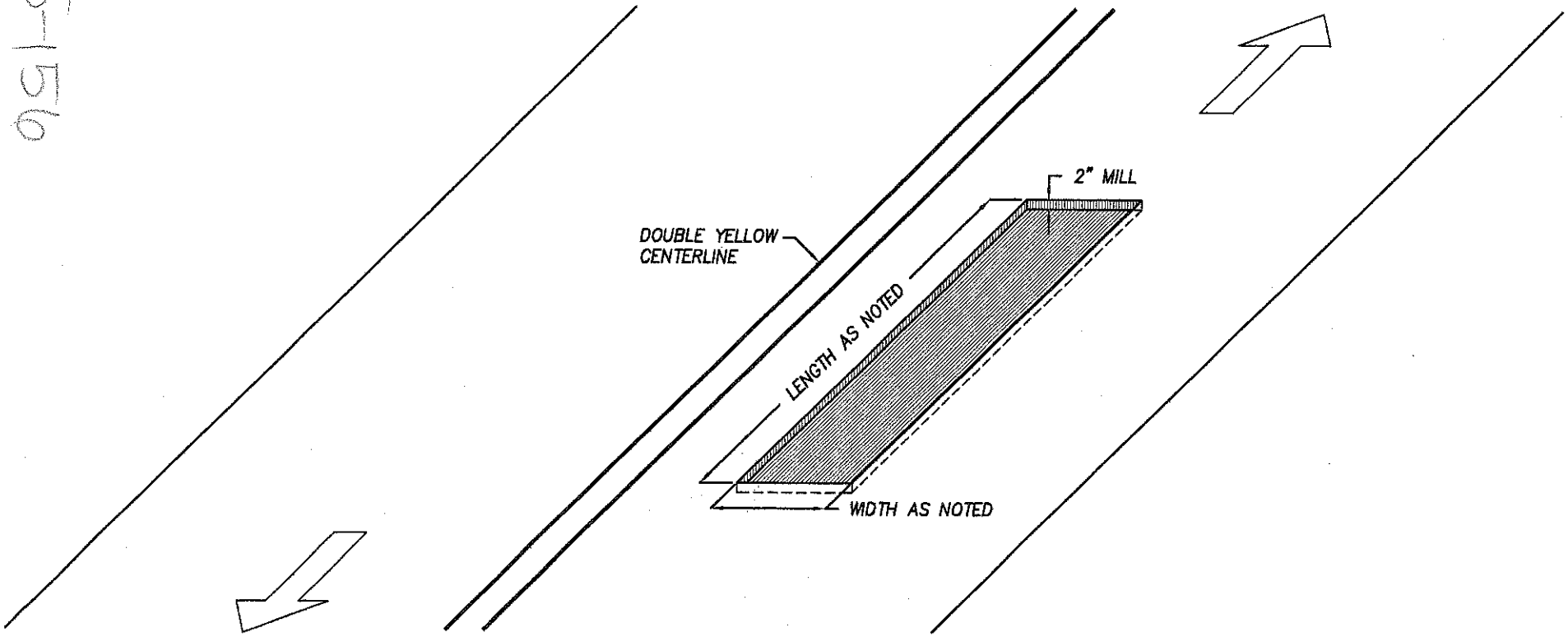

- COLD PLANE PAVEMENT REMOVAL, 2" DEEP
- MILL AND REPAVE SAME DAY OR PROVIDE PAVEMENT WEDGES AS REQUIRED BY CONTRACT DOCUMENTS.
- AT A MINIMUM, CONTRACTOR SHALL PAVE BACK ALL MILLED AREAS IN OATFIELD ROAD DURING THE LAST SHIFT OF THE WORK WEEK.

15 / 15	CITY OF GLADSTONE 2014 PAVEMENT REHABILITATION PROJECT OATFIELD ROAD COLD PLANE PAVEMENT REMOVAL, 2" DEEP	DATE AUG, 2014 SCALE 1"=100' DRAWN PS JOB SGL 14-029	SISUL ENGINEERING 375 PORTLAND AVENUE GLADSTONE, OREGON 97027 (503) 657-0188

City of Gladstone

Staff Report

Report Date: September 4, 2014
Meeting Date: September 9, 2014
To: Mayor, City Council
From: Pete Boyce, City Administrator

AGENDA ITEM

City Hall/Police Station Proposal

HISTORY/BACKGROUND

In 2010 staff had an analysis of the City Hall/PD roof completed by Professional Roof Consultants. This analysis indicated that the roof was failing and that a replacement of the roof was needed at an estimated cost of approximately $280,000. A later evaluation of the building envelope indicated that water was penetrating the walls and some windows. An estimate of approximately $600,000 was put forward to fix the building envelope including new windows and the roof replacement. Subsequent discussions with City Council revealed concerns with investing over $600,000 in the aging building. An appraisal of the city hall/police station estimated the as-is market value of the facility at $370,000. City Council also brought up concerns regarding seismic safety of the building. An architectural estimate by Carleton/Hart to bring the current facility up to current building code came in at $2.9 million. Staff worked with Group Mackenzie to develop a needs analysis and estimate the cost of a new 18,000 square foot facility. Estimates range from a low of $5.1 million to $6.4 million on the Oberson site to $6.5 to $8 million on the current city hall/police station site. City Council has authorized staff to apply for a grant that can provide up to $1.5 million in funds to seismically upgrade the existing police station but not the city hall. Applications for the grant are due in September. At its July 2014 meeting City Council requested the City Administrator develop a plan regarding the City Hall/Police Station facility.

PROPOSAL/ OPTIONS

Option 1 – Replace the roof and repair the building envelope $600,000. Pros: Maintains facility at current location, least expensive proposal and quickest construction time. Cons: Large investment in building appraised at $370,000, does not address police space needs including secure parking, does not address ADA and the old structure may require additional repair if unknown structural defects are found during construction.

Option 2 – Bring entire building up to current building code $2.9 million. Pros: Maintains facility at current location, less expensive than new construction. Cons: Large investment in building appraised at $370,000, does not address police space needs including secure parking, the old structure may require additional repair if unknown structural defects are found during construction, may use urban renewal

funds that could be used for competing projects, would need to amend urban renewal plan and boundary to include project and location provided urban renewal financing is used.

Option 3 – New construction $5.1 million (does not include possible land acquisition expenses). Pros: New facility/facilities could be designed to meet current and future needs of City government, increased energy efficiency, designed to enhance customer service. Cons: Requires larger initial investment, land acquisition, may use urban renewal funds that could be used for competing projects, would need to amend urban renewal plan and boundary to include project and location provided urban renewal financing is used.

Proposal – New construction. If voter approval of new library is passed in November of 2014 cost savings could be realized by combining the library and city hall. In order to determine an estimate the consultant would need to develop a space needs analysis for the library and analyze the opportunities for sharing space with city hall. These opportunities to share space include, rest rooms, staff break areas, utility rooms, etc. The police station could be reconstructed at the current city hall/police station location next to the fire station. This would keep emergency services at one location allowing efficient interaction and communication. Property will need to be acquired for the library/city hall facility. If located near the police station/fire station there may be the opportunity for shared parking. If voter approval of new library is attained the old library location could be used for police parking. If voter approval is not obtained for the library staff recommends a combined city hall/police facility with a location on or near Portland Avenue.

RECOMMENDED STAFF ACTION

Staff recommends City Council accept above proposal and authorize staff to hire consultant to finalize library needs analysis and update construction estimates. A financial consultant and legal review is also requested. The requested consultant services could cost the City up to $7,000. Once an updated analysis is acquired staff would return to City Council for final approval.

COST IMPACT

The library expense if approved by voters would not use any city funds. It is recommended that the city hall and police construction use state revenue sharing and urban renewal funds. Staff is not recommending a bond that would increase taxes. The overall expense would include the $5.1 million to construct and design the facility, land acquisition expenses, and the cost of a construction manager. The total cost of the project could reach $6 million. The $5.1 million construction/design estimate is at the lower range provided by the consultant and is based on using the City owned Webster property. The new analysis would consider construction based on a generic property in the Portland Ave. area.

City staff time over the course of the project is difficult to estimate but would be considerable. Staff will need to negotiate contracts, prepare ballot measures, assist architects in designing the facility, monitor construction, etc.

The City currently has $4 million in urban renewal funds and $800,000 in state revenue sharing funds it has saved that could be used to fund this potential project. By the end of the current fiscal year the city

should receive another $100,000 in state revenue sharing funds and the urban renewal district brings in approximately $840,000 per year. In order to reduce the cost of the project staff is recommending using existing urban renewal and city state revenue sharing funds to reduce any potential interest expense.

Professional Roof Consultants, Inc.
1108 SE Grand Avenue Suite 300
Portland, OR 97214

Voice: 503 280-8759
Fax: 503 280-8866

ProfessionalRoofConsultants.com

ROOF EVALUATION REPORT

Evaluation of existing roof and flashing systems at the City Hall in Gladstone, Oregon

PRESENTED TO:

CITY OF GLADSTONE
525 PORTLAND AVENUE
GLADSTONE, OR 97027

OCTOBER 22, 2010

PROJECT # R2846.01

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TABLE OF CONTENTS

1. INTRODUCTION

2. EXISTING CONDITIONS & FINDINGS

3. SUMMARY

4. SUPPORTIVE INFORMATION

- ✓ ROOF EVALUATION FORMS (IDENTIFY EXISTING CONDITIONS)
- ✓ DESIGN OPTION FORMS (INDICATE NEXT ACTION & COST)

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PROFESSIONAL ROOF CONSULTANTS INC

1.

INTRODUCTION

6-6

1. Introduction

On August 24, 2010, City of Gladstone retained Professional Roof Consultants, Inc. (PRC) for the purpose of performing an evaluation of the existing roof and flashing systems which cover the City Hall in Gladstone, Oregon. The roof evaluation was performed for the purpose of determining the overall roof condition and to present recommended actions based on specific conditions observed, as well as associated costs. The evaluation of the buildings was performed on September 13th and 15th, with the results of the evaluation presented herein.

Information presented within this report has been divided into several different sections. The following is a brief summary description of what can be found within each section.

1. ***INTRODUCTION***
   This section, which describes the report contents as well as the tasks and procedures associated with the retrieval of information and assembly of the report, identifies referenced standards, and summarizes the ultimate goals of the evaluation and survey.

2. ***EXISTING CONDITIONS & FINDINGS***
   This section identifies individual components, and describes the existing conditions observed during the site visit, with the findings determined through technical investigations. Photographic documentation is included within this section.

3. ***SUMMARY***
   A summary of the conditions found and conclusions drawn from each part of this evaluation, along with recommendations and related costs.

4. ***SUPPORTIVE INFORMATION***
   Supportive documentation that includes existing conditions observed as well as future recommendations and budgetary cost estimates.

A number of tasks were performed and completed in order to present the desired results for this evaluation. Primary tasks that were accomplished in order to present the required information include the following:

1. An on-site field inspection, documented with evaluation forms and digital photography.

2. Inspection and documentation of interior conditions.

3. Interviews with on-site personnel in were taken, but only minimal historical information was given.

4. Identification and assessment of existing roof system types, previous repairs, and other roof-related components.

5. Budgetary cost estimating for recommended actions.

6. Writing and assembling of the report.

A total of four roof areas were evaluated for the report. An identifiable roof area is one that has characteristics such as slope, material, construction type, etc., that differ from other areas on the same building. For purposes of this survey, each identifiable roof area has been labeled as Area A, Area B, Area C, and Area D.

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Budgetary cost information included within this report is considered preliminary in an effort to establish a realistic budget for a defined scope of work. The cost estimates are based upon a reasonable average of probable costs that have been applied to each location with professional judgment. The information is for budgeting purposes only and is intended to generally define the scope of work outlined in our recommendations. Estimated costs must be refined during the design process, and costs will vary depending upon a number of factors including scope of work, system selection, accessibility, and complexity. The budgetary cost information is presented in year 2010 dollars in order to provide directly comparable cost information. Budgetary costs should be escalated by a factor of 3% - 5% per year to the time that the action is implemented in order to give some idea of future construction costs. As actual economic conditions become known, these escalated cost factors should be revised accordingly. The cost estimates provided within this report include a 20% contingency, and also incorporate a 15% contractor profit and overhead.

Reference material used for research and ascertaining design criteria for this evaluation includes the following:

- NRCA National Roofing Contractor's Association (NRCA); The NRCA Roofing and Waterproofing Manual - Fifth Edition.
- Sheet Metal and Air Conditioning Contractors National Association (SMACNA); SMACNA Architectural Sheet Metal Manual - Fifth Edition.
- International Building Code - 2006 Edition, as adopted and amended by the State of Oregon
- Roof Consultants Institute (RCI); Basic and Advanced Roof Consulting Manuals.
- International Building Code - 2010 Edition
- Uniform Building Code - 1997 Edition

Recommendations presented within the report are considered preliminary, and are based upon the evaluation of the systems and the potential for available funding. The options that are presented are intended to either extend the life of an existing system (repair) if physically possible and economically feasible, or replace an existing system with one that fits the design criteria of the particular roof area.

PROFESSIONAL ROOF CONSULTANTS

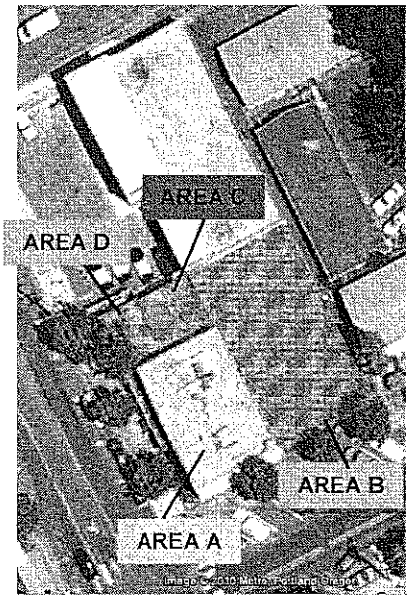
2.

EXISTING CONDITIONS & FINDINGS

6-9

2. Existing Conditions & Findings

The roofs covering the City Hall was constructed with four separate roof areas which consist of the City Hall offices and the Police Station. The roof area which covers the City Hall was constructed in two distinct phases. The actual years of construction were not available, however; signs of construction differences clearly show that additions have been added with four additions. For purposes of clarity, the four areas will be labeled as Roof Areas A - D. The building serves primarily as City offices, Court Room, Meeting Room, and Police Station.



Roof Plan

Two similar types of roof systems are servicing the City Hall buildings. The roof systems on Areas A, C, & D are composed of a base sheet, two plies of fiberglass felts, and one ply of a granulated fiberglass cap sheet. The base sheet is mechanically fastened directly over the 1x8 ship lap sheathing and the fiberglass felts and cap sheet are adhered over the base sheet with inter-moppings of hot asphalt.

The roof system at Area B is composed of two plies of fiberglass felts, and one ply of a granulated fiberglass cap sheet. The bottom ply sheet is adhered directly over the insulation assembly and the fiberglass felts and cap sheet are adhered over the insulation assembly with inter-moppings of hot asphalt. A second roof also exists under the current system and it consists of a three ply asphalt built-up roof membrane of organic ply sheets with inter-moppings of hot asphalt over 2-inches of perlite insulation. The older roof membrane contains up to 40% chrysotile asbestos.

The slopes of the decks vary on each roof area and are described in more detail in Section 4 of this report.

All of the roof areas have received little roof maintenance over their service life and are now beginning to fail. The roof drains have been problematic and leaking over the last several years.

There is not any formal fall protection system servicing the building as required by OSHA and Oregon Administrative Rules.

The windows at the second floor of the building are showing signs of deterioration with the primary sealant joint failing in areas. Several of the windows have been covered with plywood and are no longer are used.

Roof Area A

Roof Membrane: The roof membrane is nearing the end of its service life and beginning to show signs of degradation. Many leaks have occurred and are mostly due poor detailing of the rooftop penetrations.

Slope: The structural slope is ¼-inch per foot and drains from the south parapet wall to a gutter at the north roof edge. The roof area drains well, with only minor ponding occurring against large rooftop equipment curbs. The gutter assembly is deteriorated and leaking at the seams.

Structure: 1x8 ship lap sheathing over 4x6 joists spaced at 16-inches on center.

Insulation Assembly: There is no formal insulation assembly servicing the building at the roof level.

The roof located on the top of the second floor primarily services the courtroom and the city hall meeting

6-10

room. The roof has a history of leaking for the past several years, some of which have been reported to materialize as far down as the first floor. The roof penetrations primarily consist of HVAC equipment that includes duct work and HVAC units. The ductwork is deteriorating and showing signs of water intrusion. Much of the roof top equipment has been installed below industry standards and has continued to be problematic.

Roof Area B

ROOF MEMBRANE: The asphalt built-up membrane is failing at several locations and has reached the end of its service life. Many leaks have occurred due poor detailing of the rooftop penetrations and perimeter terminations of the roof membrane.

SLOPE: There is minimal slope on the roof with most areas measured with slope varying from 0 to 1/8-inch per foot. Ponding water exists over most of the roof area with depths measured as much as 4-inches.

STRUCTURE: ½-inch plywood sheathing over 2x8 joists spaced at 12-inches on center.

INSULATION ASSEMBLY: The roof system utilizes 5-inches of polyurethane insulation and ¾-inch thick perlite overlay board.

This roof area has a history of numerous leaks throughout. Ponding water is considered excessive in large areas, suggesting that the roof has expired due to the ongoing stress of ponding water. The roof system has a considerable level of leaves and other organic debris which has impeded drainage that has exacerbated ponding water over the roof area. The sheet metal flashing details are failing in areas due to poor design and/or maintenance.

Roof Area C

ROOF MEMBRANE: The roof membrane is nearing the end of its service life and beginning to show signs of degradation. The roof receives a majority of the foot traffic and the drain area has been recurring leak with repairs required often.

SLOPE: The structural slope is ½-inch per foot and drains from south to north to a shared roof drain located between Areas B and C. A drainage cricket is located along the north wall that assists in drainage control for the roof area.

STRUCTURE: 1x8 ship lap sheathing over 4x6 joists spaced at 16-inches on center.

INSULATION ASSEMBLY: There is no formal insulation assembly servicing this roof area.

An access door from building interior opens to this roof area. The access door flashings are deteriorated and have had water migration under the flashings for an extended period of time. The roof has good slope and the roof drainage is performing well.

Roof Area D

ROOF MEMBRANE: This roof has received a substantial repair recently but there was not any documentation available regarding the repair. The overall condition of the roof is poor to fair with failing areas observed primarily near the drainage areas of the roof. The roof has signs of deterioration where the ponding water exists and at the penetrations where maintenance is required.

SLOPE: The structural slope is 1/8-inch per foot and drains from southeast to northwest corners to downspouts within the roof. Extensive ponding occurs between the downspout drain locations. Although a cricket is located on the roof area, it does not provide the required slope and drainage control required to eliminate the ponding water condition.

STRUCTURE: 1x8 ship lap sheathing over 4x6 joists spaced at 16-inches on center.

INSULATION ASSEMBLY: There is no formal insulation assembly servicing this roof area.

A large roof repair has been installed in the recently, however; the ongoing ponding water condition has not been resolved. Standard roof drainage control does not exist and is achieved through roofed in

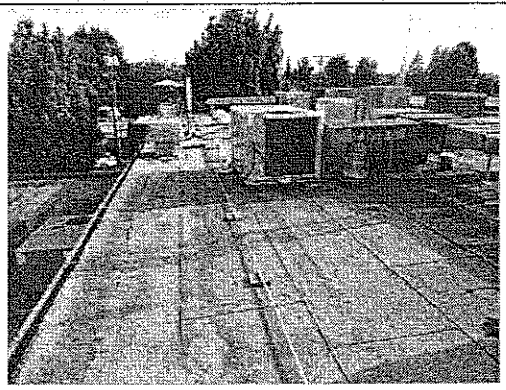
6-11

downspouts that direct the drain water to the surface at grade.

Existing Conditions Photographic Documentation

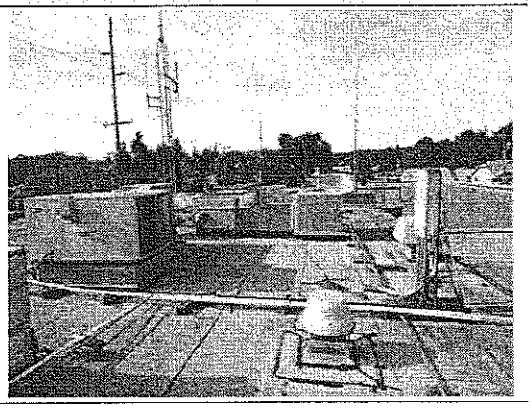
Gladstone City Hall - Area A

1.1



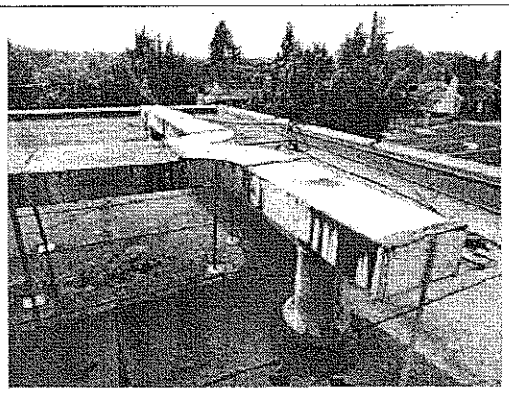
Overall view of roof membrane and rooftop equipment looking east.

1.2



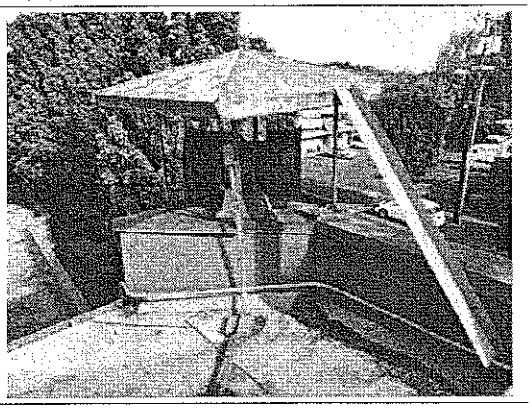
Overall view of the roof membrane and rooftop equipment looking west.

1.3



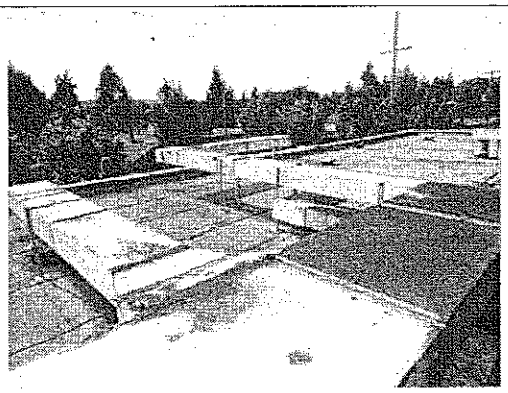
Duct work located at the roof level is deteriorated.

1.4



Roof mounted siren with temporary support bracing for the siren's roof cover.

1.5



View showing deteriorated duct work and the numerous repairs that have been installed.

1.6

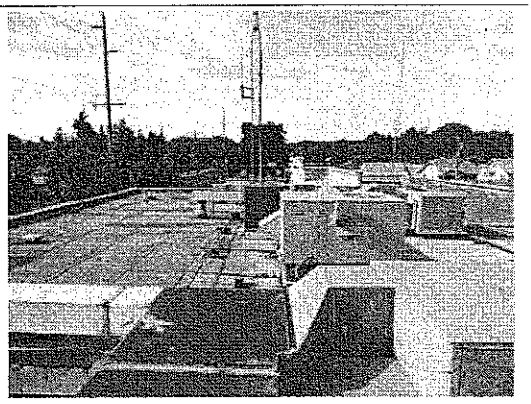
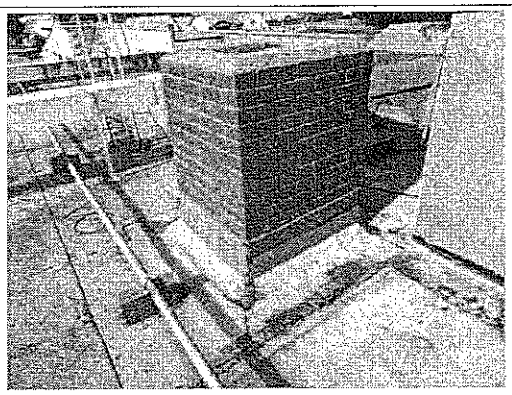


Photo looking west of the many rooftop equipment penetrations.

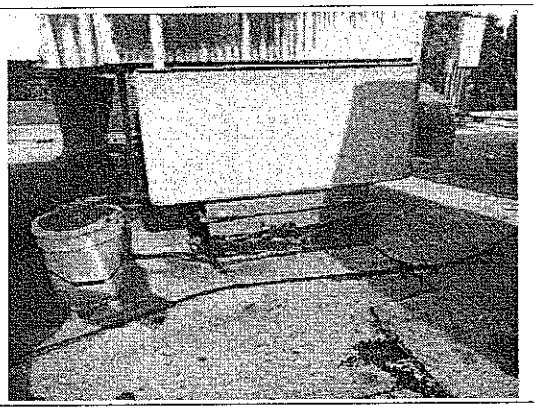
6-12

1.7



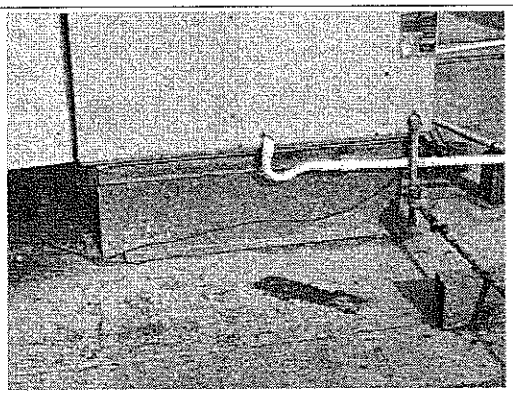
Chimney penetration located between HVAC equipment.

1.8



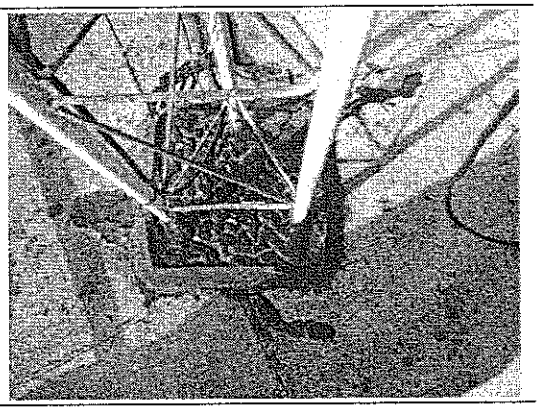
View of typical duct work penetration without standard roof flashing material.

1.9



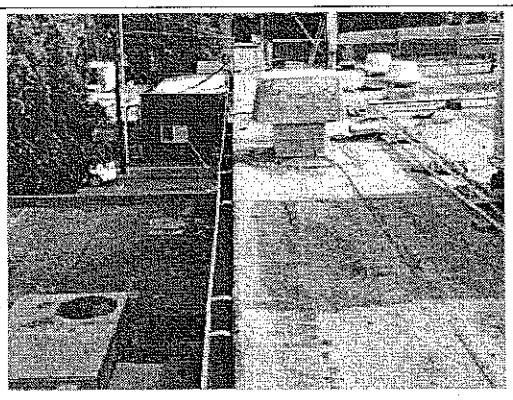
Another view of an HVAC curb anchored through the roof membrane without any roof flashings.

1.10



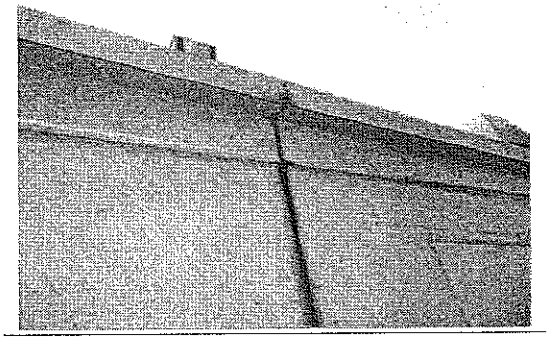
Typical roof penetration with openings for potential leaks.

1.11



Roof gutter assembly extending the length of the north roof edge. Extensive debris is within the gutter.

1.12



View from under gutter assembly showing leaking seam and damage to building exterior.

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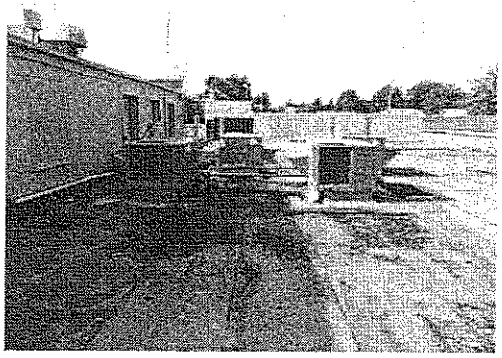
Existing Conditions Photographic Documentation

Gladstone City Hall - Area B

1.13

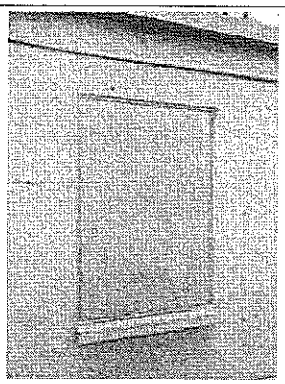


Overall view of roof membrane and rooftop equipment looking west.

1.14

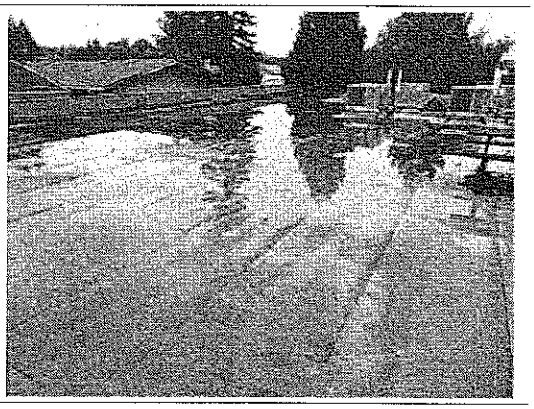
Overall view of the roof membrane and rooftop equipment looking east.

1.15



View of a typical abandoned window assembly through south wall of roof area.

1.16



View of ponding water over a majority of the roof area.

1.17

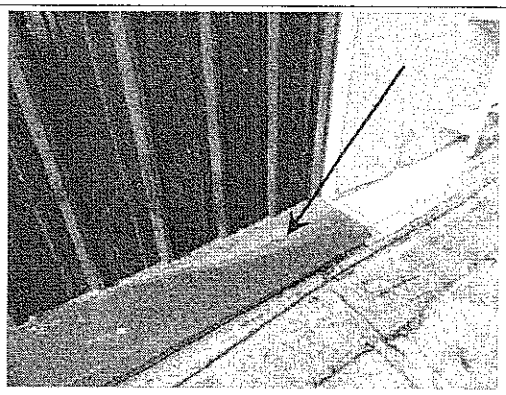
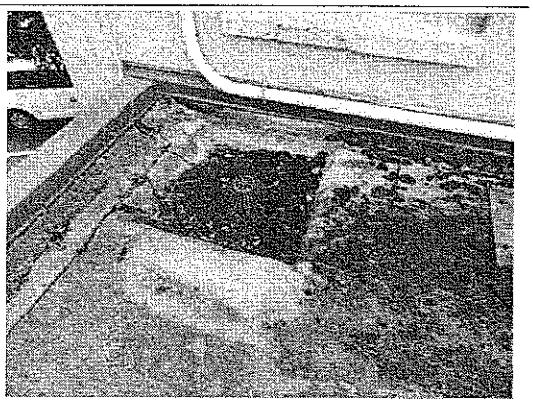


Photo of flashing at wall. Note the flashing sloped towards wall and the low transition near roof.

1.18

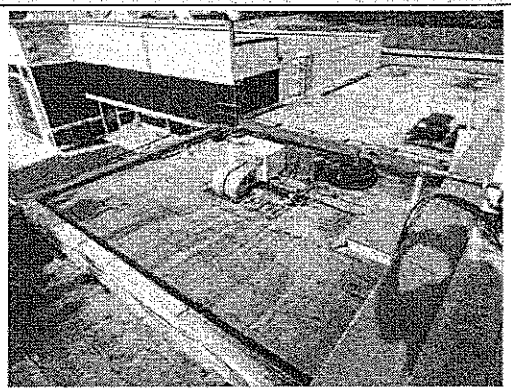


Roof drain impeded by rooftop debris.

Existing Conditions Photographic Documentation

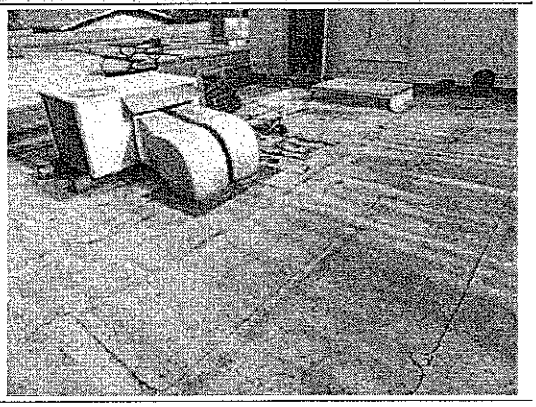
Gladstone City Hall - Area C

1.19



Overview of the roof and penetrations.

1.20

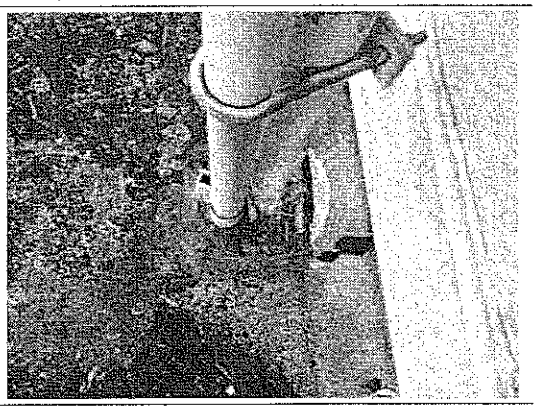


Overview of the roof penetrations and the roof access door.

1.21

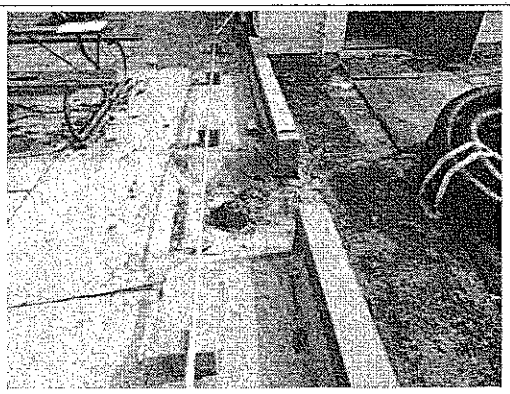
Closer view of the roof access door.

1.22



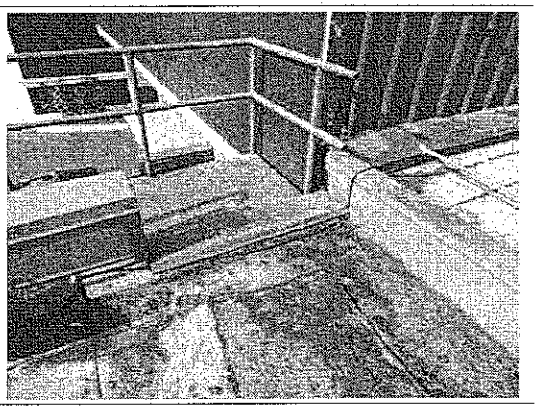
Natural gas penetration with antenna securement.

1.23



Seperation wall between Area B and C with shared roof drain.

1.24



Fire escape landing next to roof.

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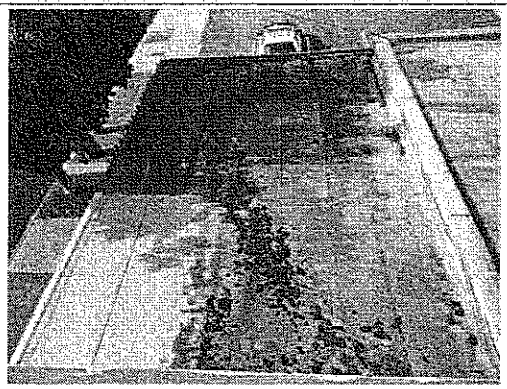
Existing Conditions Photographic Documentation

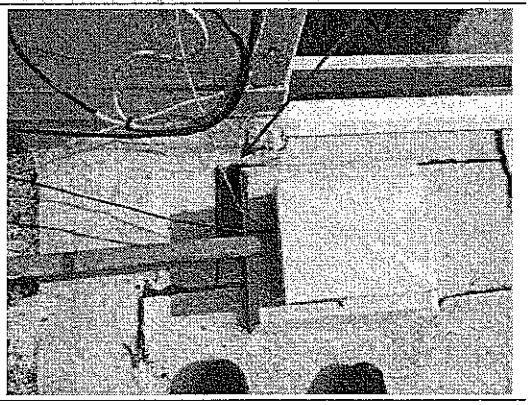
Gladstone City Hall - Area D

1.25



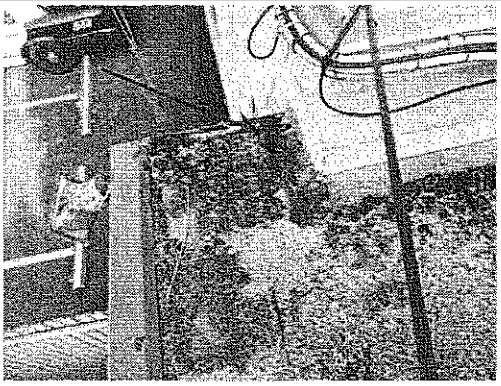
Overall view of roof area looking west.

1.26



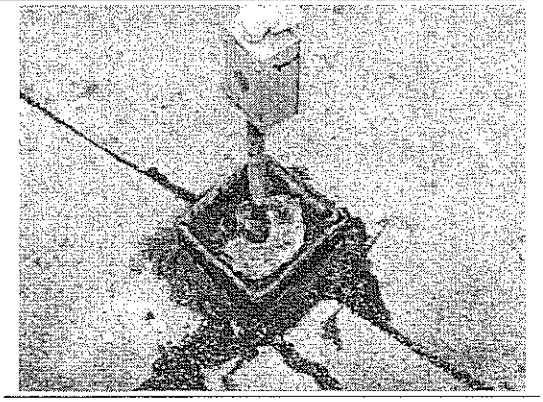
View of newer electrical penetration flashing partially covering the downspout.

1.27



Debris impeding roof area downspout.

1.28



Electrical penetration flashing has aged and showing signs of potential failure.

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PROFESSIONAL ROOF CONSULTANTS INC

3.

SUMMARY

6-17

3. Summary

PROFESSIONAL ROOF CONSULTANTS

CITY HALL

Condition:

Located at 525 Portland Avenue, in Gladstone, Oregon, the building was constructed in what appears to be in four phases; however, records of construction were not available during the collection of historical information on phase this evaluation. The roof covering Areas A, C, and D of the building are believed to be approximately 25 years old. 1x8 ship lap sheathing is mechanically attached to purlins spaced at 16-inches on center. There is no insulation system located at these roof areas. The structure is overlaid with a 3-ply fiberglass, hot asphalt, built-up roof (BUR) with a granule surface.

The roof covering Area B of the building is believed to be approximately 22 years old. ½-inch plywood sheathing is mechanically attached to purlins spaced at 12-inches on center. An insulation assembly consisting of 5-inches of polyisocyanurate insulation and ¾-inch thick perlite overlay board that is adhered with hot asphalt adhesive. The structure is overlaid with two roof systems. The first being 3-inches of perlite insulation adhered with hot asphalt adhesive and three plies of organic reinforced ply sheet (with asbestos) with interply moppings of hot asphalt adhesive. The current roof system is a 3-ply fiberglass reinforced, hot asphalt, built-up roof (BUR) with a granule surface.

Roof Area A is in poor condition and considered to be failing due to large number of deficient repairs to the penetration flashings and the many roof top equipment penetrations installed with detailing methods below industry standards. Much of the roof top equipment is aged and deteriorated resulting in leaks within the building.

Roof Area B is also in poor condition and has numerous failures at the roof penetrations, perimeter flashings, and the field areas due to the deep ponding water conditions that are occurring. Most roof drains have been problematic with leaking occurring often. The roof has received little to no maintenance resulting in poor performance and a premature expiration. The eastern portion of the roof area currently drains into through wall scupper drains and free falls to grade. The extent of the ponding is considered excessive and could potentially become a safety issue if the roof becomes structurally overloaded from the ponding water. Asbestos was identified within the roof assembly with as much as 40% chrysotile asbestos within the ply sheets of the original roof system. The roof system must be removed by certified abatement contractors and special provisions must be performed to contain and dispose of the roof material in this area.

Roof Area C is in fair condition. The roof area includes the primary roof access. The access door requires new sheet metal flashings to control water intrusion at the door opening. The shared roof drain with Area B has been an ongoing leak and will require replacement at the time of the roof replacement. Modifications will be required at the fire escape and roof access door so that improved detailing can be installed when the roof is replaced.

Roof Area D is in poor condition caused from a lack of drainage throughout the roof area since there is not a formal drainage system on this roof area. Excluding the downspout drains and electrical penetrations, the roof area is free of penetrations. The roof area will require added slope to control drainage and the installation of roof drains when the roof area is replaced.

After observing the overall conditions of the building, it should be known that the building envelope was observed to be water damaged at numerous locations. PRC recommends initiating a full building envelope evaluation to determine the extent of water damage at the exterior walls and to develop solutions for sources of water intrusion that are present.

Recommendation:

Replace Roofing at Areas A, B, C, and D in Year 2011

Budget to replace Roof areas A, B, C, and D as soon as possible to prevent further water intrusion within the building.

A budgetary cost for roof replacement for all roof areas, including existing roof removal and replacement is estimated to be $248,500.00 in year 2010 dollars. This cost is equal to around $29.98 per square foot and does not include design, quality assurance inspections, hazardous materials removal and disposal, mechanical system modifications and upgrades.

Repair Roofing immediately until replacement can occur in the spring of 2011

GENERAL

1. Clean all roof areas of all dirt and debris. Verify all drainage ways are in good working order.

AREA A

2. Install polyurethane sheet metal repair to all duct work seams.
3. Install plastic cement at the base of all roof penetrations and set an SBS flashing sheet over bed of plastic cement. Apply granules over all exposed plastic cement.
4. Clean gutter of all debris. Apply polyurethane seam repair to all gutter seams.
5. Top off all pitch pan penetrations with plastic cement; create dome to shed water.
6. Install new sealant at all sheet metal flashing seams and openings; tool sealant to drain.

AREA B

7. Remove all drain rings and install asphalt primer within drain sump. Apply a continuous bed of plastic cement within sump. Apply new SBS granulated flashing sheet into bed of plastic cement. Roll tight to into plastic cement to remove any voids or air pockets. Install 5-course at outside perimeter of flashing sheet and apply granules to all exposed plastic cement. Reinstall drain ring with new stainless steel drain bolts.
8. Remove perimeter gravel stop at drain perimeters. Install patch over repair area with 5-course repair and SBS flashing sheet installed over repair.
9. Install new sealant at all sheet metal flashing seams and openings; tool sealant to drain.
10. Top off all pitch pan penetrations with plastic cement; create dome to shed water.

AREA C

11. Install new sealant to the sides and back leg of the roof access door threshold. Allow the sealant to set-up prior to closing the door to its closed position.
12. Top off all pitch pan penetrations with plastic cement; create dome to shed water.
13. Install new sealant at all sheet metal flashing seams and openings; tool sealant to drain.

AREA D

14. Top off all pitch pan penetrations with plastic cement; create dome to shed water.
15. Install new sealant at all sheet metal flashing seams and openings; tool sealant to drain.

With the completion of recommended repairs, the estimated life expectancy of any of the roof membranes will not be extended, and should only be expected to assist in stemming leak activity through the winter months until roof replacement activities can begin in the spring of 2011. The cost for the repairs is expected to be between $16,000 and $21,000.

In regards to Roof Area B, the city should expect more frequent repairs be required as the roof replacement draws closer due to the extensive ponding water conditions and since the roof is considered expired. We also recommend that asbestos testing be performed prior to any roof replacement.

PROFESSIONAL ROOF CONSULTANTS INC

4.

SUPPORTIVE INFORMATION

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ROOF EVALUATION

Owner: *City of Gladstone* **Roof Area:** A

Building: City Hall

Building No.: **Location:** **Weather:** Partly cloudy, 76 deg. F

Address: 525 Portland Avenue, Gladstone, Oregon **Date:** 9/13/2010

GENERAL:

Area: 2,400 s.f.

Roof Deck: Wood Sheathing
1x8 ship lap

Bldg Height: 2 stories

Structure: 4x6 joists at 16" o.c.

Function: Court Room / Meeting Hall

Const. Date: 1940's

Last Roofed: 1985

Cost:

Internal Access: ◉ Y ○ N

Parapet Walls? ◉ Y ○ N **Height:**

MEMBRANE: Asphalt BUR (2 ply)

Nailed base sheet, 2 plies type IV fiber glass felt, with glass reinforced granule surfaced cap sheet (white).
SBS modified bitumen base flashings

Surface: Granule Cap Sheet

No. of Roofs: 1

Repairs Found: ◉ Y ○ N **Recent Leaks:** ◉ Y ○ N

INSULATION: None

No formal insulation assembly observed above or below roof deck.

Fastened: N/A

Thickness: N/A

Vapor Barrier: None

Wet Insulation: ○ Yes ○ No ○ Unknown ◉ N/A

DRAINAGE:

Slope: 1/4" per foot **Ponding?** ◉ Y ○ N

Roof Drains: ☐ Interior ☐ Scupper ☒ Gutter ☐ D.S.

Overflows: ☐ Interior ☐ Scupper ☐ None ☒ N/A

Ponding is occurring in front of large roof top equipment. Gutter is deteriorated and failing at seams. Debris has impeded the gutter down spouts from working freely.

FLASHINGS:

	Material:	Seam Type:
Copings	Precoated Galv. Steel	Standing Seam
Counterflashing	Precoated Galv. Steel	Lapped
Drip Flashing	Precoated Galv. Steel	Lapped
Wall Panels	Precoated Galv. Steel	S-Locks

Copings are secured with continuous cleat at the outside face and fasteners at 2'-6" o.c. at inside face.

PENETRATIONS:

Conduit (electric)	HVAC Units	Pipe Penetrations
Antenna Mounts	Flanged Ducts	Pitch Pans
Masonry Chimney	Flanged Vents	Photo Cell

NOTES:

The rooftop equipment penetrations are installed poorly with potential failures throughout. The duct work is deteriorated and appears to be leaking at both seams and mechanical connections. A large siren is mounted on the roof edge and utilizes a protective cap that is precariously mounted into position but is considered a temporary condition. The gutter is deteriorated and leaks down the exterior wall of the building. The roof has not received annual maintenance for quite some time and many of the roof penetrations are deteriorated or failing due to the lack of maintenance.

ESTIMATED LIFE:

Membrane:	Base Flashing:	Flashings:
Failing in areas	1 - 3 years	3 - 5 years

Inspected By: RONALD P. MAINE

PROFESSIONAL ROOF CONSULTANTS

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City of Gladstone | *City Hall*

DESIGN CRITERIA:

Roof Area A

* The court room below cannot be disturbed during working hours.
* Roof has structural slope.
* There is no insulation located above or below the roof deck.
* Interior utilizes hard ceiling (stucco) at all rooms.
* Highest roof area on building.
* Building located on busy street.
* All HVAC equipment located above roof.
* Masonry chimney is not in use.
* Exterior ladder mounted to building wall.
* Roof area is not visible from adjacent building.
* Fall protection required.

DESIGN OPTION ONE

Repair

Mandatory repairs to control current leaks and avoid future leaks.

This option should include the following:

* Install sheet metal seam repair to all duct work.
* Install roof repairs to perimeter of HVAC curbs.
* Install base flashing repairs where damaged or deteriorated.
* Install pitch pan repairs.
* Install flange repair at all duct and vent penetrations.
* Install gutter seam repair.
* Clean gutter system.
* Install repairs to all sheet metal flashing seams.

Next Reroof Date: **2011**

Budgetary Cost:	**$4,560.00**
Unit Costs:	$1.90 /sf
Mgmt / Maint. Cost :	$100.00 /yr.
Repair Cost Allowance:	
Estimated Life:	1 year(s)
Annual Cost:	$4,660.00 /yr.

ADVANTAGES:

* Controls leaks until roof replacement activities begin.
* Extends life of existing roof system

DISADVANTAGES:

* Additional repairs are possible.
* Relatively high cost compared to life.

DESIGN OPTION TWO

Replace

Reroof utilizing an SBS modified bitumen roof system with granule surfaced cap.

This option should include the following:

* Remove existing roof system & flashings.
* Remove all abandoned penetrations.
* Properly detail all penetration flashings.
* Install new overflow roof drains.
* Provide 3 1/2" polyisocyanurate insulation.
* Provide minimum 3/4" overlay board.
* Provide 2-ply mod. bit. roof system with granule surfaced top ply sheet.
* Provide SBS modified bitumen base flashings.
* Provide 24 ga. precoated galv. steel copings, wall panels, and counter flashings.

Next Reroof Date: **2011** *The new roof*
Next Repair Date: **2026** *should last until:* **2036**

Budgetary Cost:	**$70,560.00**
Unit Costs:	$29.40 /sf
Mgmt / Maint.Cost:	$100.00 /yr.
Repair Cost Allowance:	
Estimated Life:	25 year(s)
Annual Cost:	$2,920.00 /yr.

ADVANTAGES:

* Provides structure with a functional roof system.
* Lower maintenance effort/costs.
* High estimated life.
* Potential exists for longer life.
* Extremely durable type of roof system.

DISADVANTAGES:

* Initial cost.

RECOMMENDATION:

Repair the existing roof system as soon as possible, as outlined within Design Option One. This option is to extend the life of the existing system until design options two can be implemented in 2011.

PROFESSIONAL ROOF CONSULTANTS

6-22

ROOF EVALUATION

Owner: *City of Gladstone* **Roof Area:** B
Building: City Hall
Building No.: **Location:** **Weather:** Partly cloudy, 76 deg. F
Address: 525 Portland Avenue, Gladstone, Oregon **Date:** 9/13/2010

GENERAL:

Area: 4,500 s.f.
Roof Deck: Plywood Sheathing
1/2" plywood
Bldg Height: 2 stories
Structure: 2x8 joists at 12" o.c.
Function: Offices

Const. Date: 1960's
Last Roofed: 1988
Cost:

Internal Access: ◉ Y ○ N
Parapet Walls? ◉ Y ○ N **Height:** 4" - 3'-10"

MEMBRANE: Asphalt BUR (2 ply)

Nailed base sheet, 2 plies type IV fiber glass felt, with glass reinforced granule surfaced cap sheet (white). SBS modified bitumen base flashings. The second roof below consists of a 3 ply asphalt BUR with 3" of perlite insulation.The original roof below contains 40% chrysotile asbestos.

Surface: Granule Cap Sheet
No. of Roofs: 2
Repairs Found: ◉ Y ○ N **Recent Leaks:** ◉ Y ○ N

INSULATION: Perlite/Polyiso

Fastened: Mopped
Thickness: 5"
Vapor Barrier: None
Wet Insulation: ○ Yes ○ No ◉ Unknown ○ N/A

A total of 8 3/4" of insulation were observed at the core location. The current roof system utilize 5" of polyisocyanurate insulation and 3/4" overlay board.

DRAINAGE:

Slope: 1/8" per foot **Ponding?** ◉ Y ○ N
Roof Drains: ☒ Interior ☒ Scupper ☐ Gutter ☐ D.S.
Overflows: ☐ Interior ☐ Scupper ☒ None ☐ N/A

The roof area has severe ponding with as much as 4" of ponding water recorded on the roof area at one time. Much of the drain screens are impeded with organic debris.

FLASHINGS:

	Material:	Seam Type:
Copings	Precoated Galv. Steel	Standing Seam
Wall Panels	Precoated Galv. Steel	S-Locks
Counterflashing	Precoated Galv. Steel	Lapped
Transition	Precoated Galv. Steel	Lapped

The transition flashing between the firehouse and the City Hall has been problematic and has poor weatherlapping between the two locations.

PENETRATIONS:

Conduit (electric)
Roof Drains
HVAC Units
Scupper Drain
Plumbing vent
Pitch Pans

NOTES:

The roof area is ponding due to the slow slope, elevation of the drain sumps, and the lack of roof maintenance. The ponding on the roof area is considered excessive and could be considered a dangerous condition if the roof became overloaded from the ponding water levels. The roof removal process will require certified asbestos abatement procedures and special containment and disposal processes.

ESTIMATED LIFE:

Membrane:	Base Flashing:	Flashings:
0 years	1 - 3 years	3 - 5 years
Failing		

PROFESSIONAL ROOF CONSULTANTS

Inspected By: RONALD P. MAINE

6-23

DESIGN CRITERIA:

Roof Area B

* Roof has no structural slope.
* Roof is easily accessible by building staff.
* Largest roof area on building.
* No overflow drains located on the west portion of the roof area.
* Northwest drain shares Area C drainage area.
* Roof area is adjacent to fire station.
* East scupper drains are not connected to underground drain system.
* Transition flashing will require modifications.
* Fascia below is water damaged at south side.
* Roof is not visible from adjacent buildings.
* No fall protection.

DESIGN OPTION ONE

Repair

Mandatory repairs to control current leaks and avoid future leaks.

This option should include the following:

* Clean all drainage ways of debris.
* Install repairs to all drains.
* Install base flashing repairs where damaged or deteriorated.
* Install pitch pan repairs.
* Install flange repair at all duct and vent penetrations.
* Install repairs to all sheet metal flashing seams.

Next Reroof Date: **2011**

Budgetary Cost:	**$3,150.00**
Unit Costs:	$0.70 /sf
Mgmt / Maint. Cost :	$100.00 /yr.
Repair Cost.Allowance:	
Estimated Life:	1 year(s)
Annual Cost:	$3,250.00 /yr.

ADVANTAGES:

* Controls leaks until roof replacement activities begin.
* Extends life of existing roof system

DISADVANTAGES:

* Additional repairs are possible.
* Relatively high cost compared to life.

DESIGN OPTION TWO

Replace

Reroof utilizing an SBS modified bitumen roof system with granule surfaced cap.

This option should include the following:

* Remove existing roof system & flashings.
* Remove all abandoned penetrations.
* Properly detail all penetration flashings.
* Install new overflow roof drains.
* Provide tapered polyisocyanurate insulation.
* Provide minimum 3/4" overlay board.
* Provide 2-ply mod. bit. roof system with granule surfaced top ply sheet.
* Provide SBS modified bitumen base flashings.
* Provide 24 ga. precoated galv. steel copings, wall panels, and counter flashings.

Next Reroof Date: **2011** *The new roof*
Next Repair Date: **2026** *should last until:* **2031**

Budgetary Cost:	**$141,300.00**
Unit Costs:	$31.40 /sf
Mgmt / Maint.Cost:	$100.00 /yr.
Repair Cost Allowance:	
Estimated Life:	20 year(s)
Annual Cost:	$7,170.00 /yr.

ADVANTAGES:

* Provides structure with a functional roof system.
* Lower maintenance effort/costs.
* High estimated life.
* Potential exists for longer life.
* Extremely durable type of roof system.

DISADVANTAGES:

* Initial cost.

RECOMMENDATION:

Repair the existing roof system as soon as possible, as outlined within Design Option One. This option is to extend the life of the existing system until design options two can be implemented in 2011.

PROFESSIONAL ROOF CONSULTANTS

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ROOF EVALUATION

Owner: *City of Gladstone* **Roof Area:** C
Building: City Hall

Building No.: **Location:** **Weather:** Partly cloudy, 76 deg. F
Address: 525 Portland Avenue, Gladstone, Oregon **Date:** 9/13/2010

GENERAL:

Area: 750 s.f.
Roof Deck: Wood Sheathing
1x8 ship lap
Bldg Height: 2 stories
Structure: 4x6 joists at 16" o.c.

Function: Police Station

Const. Date: 1940's
Last Roofed: 1985
Cost:

Internal Access: ◉ Y ○ N
Parapet Walls? ◉ Y ○ N **Height:** 2" - 1'-2"

MEMBRANE: Asphalt BUR (2 ply)

Nailed base sheet, 2 plies type IV fiber glass felt, with glass reinforced granule surfaced cap sheet (white).
SBS modified bitumen base flashings

Surface: Granule Cap Sheet
No. of Roofs: 1 **Repairs Found:** ◉ Y ○ N **Recent Leaks:** ◉ Y ○ N

INSULATION: None

No formal insulation assembly observed above or below roof deck.

Fastened: N/A
Thickness: N/A
Vapor Barrier: None
Wet Insulation: ○ Yes ○ No ○ Unknown ◉ N/A

DRAINAGE:

Slope: 1/2" per foot **Ponding?** ◉ Y ○ N
Roof Drains: ☒ Interior ☐ Scupper ☐ Gutter ☐ D.S.
Overflows: ☐ Interior ☐ Scupper ☒ None ☐ N/A

Drainage is shared with the roof drain on Area B. There is no formal overflow drain system servicing the roof area.

FLASHINGS:

	Material:	Seam Type:
Copings	Precoated Galv. Steel	Standing Seam
Counterflashing	Precoated Galv. Steel	Lapped
Drip Flashing	Precoated Galv. Steel	Lapped
Wall Panels	Precoated Galv. Steel	S-Locks

Copings are secured with continuous cleat at the outside face and fasteners at 2'-6" o.c. at inside face.

PENETRATIONS:

Conduit (electric)
Antenna Mounts
HVAC Units
Flanged Ducts
Gas line
Pitch Pans

NOTES:

The roof membrane is failing. The primary concerns are the roof access door flashings and the fire escape flashings at the low portion of the parapet wall and the roof drain. The drain and roof access door flashings have been problematic during adverse weather conditions with minimal success from repairs. Modifications will be required to the parapet walls if any insulation is installed on the roof deck during the next roof replacement activities.

ESTIMATED LIFE:

Membrane:	Base Flashing:	Flashings:
Failing in areas	1 - 3 years	3 - 5 years

PROFESSIONAL ROOF CONSULTANTS

Inspected By: RONALD P. MAINE

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City of Gladstone | *City Hall*

DESIGN CRITERIA:

Roof Area C

* Roof accessible by interior door.
* Roof one story above street.
* Relatively small roof area.
* No overflow drain system servicing roof area.
* Fire escape ladder connected to roof edge.
* Interior activities occur during all 24 hours and 7 days a week.
* No fall protection.
* Aesthetics.

DESIGN OPTION ONE

Repair

Mandatory repairs to control current leaks and avoid future leaks.

This option should include the following:

* Install sheet metal seam repair to duct work.
* Install roof repairs to perimeter of HVAC curb.
* Install base flashing repairs where damaged or deteriorated.
* Install pitch pan repairs.
* Install flange repair at all duct and vent penetrations.
* Install repairs to all sheet metal flashing seams.
* Install sealant repairs to existing door threshold flashing.

Next Reroof Date: **2011**

Budgetary Cost:	**$1,730.00**
Unit Costs:	$2.30 /sf
Mgmt / Maint. Cost :	$100.00 /yr.
Repair Cost Allowance:	
Estimated Life:	1 year(s)
Annual Cost:	$1,830.00 /yr.

ADVANTAGES:

* Controls leaks until roof replacement activities begin.
* Extends life of existing roof system

DISADVANTAGES:

* Additional repairs are possible.
* Relatively high cost compared to life.

DESIGN OPTION TWO

Replace

Reroof utilizing an SBS modified bitumen roof system with granule surfaced cap.

This option should include the following:

* Remove existing roof system & flashings.
* Remove all abandoned penetrations.
* Properly detail all penetration flashings.
* Install new overflow roof drains.
* Provide 3 1/2" polyisocyanurate insulation.
* Provide minimum 3/4" overlay board.
* Provide 2-ply mod. bit. roof system with granule surfaced top ply sheet.
* Provide SBS modified bitumen base flashings.
* Provide 24 ga. precoated galv. steel copings, wall panels, and counter flashings.
* Install new door threshold flashing.
* Raise parapet wall where required

Next Reroof Date: **2011** *The new roof*
Next Repair Date: **2026** *should last until:* **2036**

Budgetary Cost:	**$19,800.00**
Unit Costs:	$26.40 /sf
Mgmt / Maint.Cost:	$100.00 /yr.
Repair Cost Allowance:	
Estimated Life:	25 year(s)
Annual Cost:	$890.00 /yr.

ADVANTAGES:

* Provides structure with a functional roof system.
* Lower maintenance effort/costs.
* High estimated life.
* Potential exists for longer life.
* Extremely durable type of roof system.

DISADVANTAGES:

* Initial cost.

RECOMMENDATION:

Repair the existing roof system as soon as possible, as outlined within Design Option One. This option is to extend the life of the existing system until design options two can be implemented in 2011.

PROFESSIONAL ROOF CONSULTANTS

6-26

ROOF EVALUATION

Owner: *City of Gladstone* **Roof Area:** D

Building: City Hall

Building No.: **Location:** **Weather:** Partly cloudy, 76 deg. F

Address: 525 Portland Avenue, Gladstone, Oregon **Date:** 9/13/2010

GENERAL:

Area: 640 s.f.

Roof Deck: Wood Decking
1x8 ship lap

Bldg Height: 2 stories

Structure: 4x6 joists at 16" o.c.

Function: Police Station

Const. Date: 1940's

Last Roofed: 1985

Cost:

Internal Access: ◉ Y ○ N

Parapet Walls? ◉ Y ○ N **Height:** 1' - 6"

MEMBRANE: Asphalt BUR (2 ply)

Nailed base sheet, 2 plies type IV fiber glass felt, with glass reinforced granule surfaced cap sheet (white).
SBS modified bitumen base flashings

Surface: Granule Cap Sheet

No. of Roofs: 1

Repairs Found: ◉ Y ○ N **Recent Leaks:** ◉ Y ○ N

INSULATION: None

No formal insulation assembly observed above or below roof deck.

Fastened: N/A

Thickness: N/A

Vapor Barrier: None

Wet Insulation: ○ Yes ○ No ○ Unknown ◉ N/A

DRAINAGE:

Slope: 1/8" per foot **Ponding?** ◉ Y ○ N

Roof Drains: ☐ Interior ☐ Scupper ☐ Gutter ☒ D.S.

Overflows: ☐ Interior ☐ Scupper ☒ None ☐ N/A

Roof area utilizes two downspouts as the formal drainage for the roof area. Considerable ponding exists and the downspouts are impeded from organic debris.

FLASHINGS:

	Material:	Seam Type:
Curbed Edge	Precoated Galv. Steel	Lapped

Curbed edge is secured with fasteners at 3 '- 6" o.c. at inside face.

PENETRATIONS:

Photo Cell

Flanged Downspouts

NOTES:

Drainage is very limited with two small downsouts at each end of the roof area. A cricket is installed into the roof assembly but does little to control drainage. A reapir has been installed on a large section of the roof area. The roof repair is holding up well. A conduit penetration is adjacent to the south downspout and impedes drainage particularly when leaves and other organic debris are on the roof surface. Drainage improvements will be required during the next roof replacement activities.

ESTIMATED LIFE:

Membrane:	Base Flashing:	Flashings:
1 - 3 years	1 - 3 years	3 - 5 years

Inspected By: RONALD P. MAINE

PROFESSIONAL ROOF CONSULTANTS

6-27

DESIGN CRITERIA:

Roof Area D

* Drainage needs to be improved.
* Roof at main entrance to police station.
* Minimal penetrations through roof system.
* Roof is easily accessible.
* A formal drain system is needed control roof drainage.
* Interior activities occur during all 24 hours and 7 days a week.
* No fall protection.
* Aesthetics.

DESIGN OPTION ONE	DESIGN OPTION TWO
Repair ***Mandatory repairs to control current leaks and avoid future leaks.***	***Replace*** ***Reroof utilizing an SBS modified bitumen roof system with granule surfaced cap.***
This option should include the following: * Clean drainage areas. * Install repairs to all sheet metal flashing seams.	This option should include the following: * Remove existing roof system & flashings. * Remove all abandoned penetrations. * Properly detail all penetration flashings. * Install new overflow roof drains. * Provide tapered polyisocyanurate insulation. * Provide minimum 3/4" overlay board. * Provide 2-ply mod. bit. roof system with granule surfaced top ply sheet. * Provide SBS modified bitumen base flashings. * Provide 24 ga. precoated galv. steel copings, wall panels, and counter flashings. * Raise perimeter curbed edge.
Next Reroof Date: **2011**	Next Reroof Date: **2011** *The new roof* Next Repair Date: **2026** *should last until:* **2031**
Budgetary Cost: **$900.00** Unit Costs: $1.40 /sf Mgmt / Maint. Cost : $100.00 /yr. Repair Cost Allowance: Estimated Life: 1 year(s) Annual Cost: $1,000.00 /yr.	Budgetary Cost: **$16,900.00** Unit Costs: $26.40 /sf Mgmt / Maint.Cost: $100.00 /yr. Repair Cost Allowance: Estimated Life: 20 year(s) Annual Cost: $950.00 /yr.
ADVANTAGES: * Controls leaks until roof replacement activities begin. * Extends life of existing roof system	**ADVANTAGES:** * Provides structure with a functional roof system. * Lower maintenance effort/costs. * High estimated life. * Potential exists for longer life. * Extremely durable type of roof system.
DISADVANTAGES: * Additional repairs are possible. * Relatively high cost compared to life.	**DISADVANTAGES:** * Initial cost.

RECOMMENDATION:

Repair the existing roof system as soon as possible, as outlined within Design Option One. This option is to extend the life of the existing system until design options two can be implemented in 2011.

PROFESSIONAL ROOF CONSULTANTS

JSE Laboratory, Inc.
3325 SE Harrison Street
Milwaukie, Oregon 97222
p: 503 659 8338 f: 503 659 7577
www.jselabs.com

NVLAP LAB CODE 200972-0

Asbestos Analysis of Bulk Materials (EPA 600/R-93/116 Method using PLM)

Professional Roof Consultants
Project: R2846.01 City of Gladstone

JSE Project: 02058
Analysis Date: 10/19/2010
Report Date: 10/19/2010

Sample	Layer	Description	Binder/Matrix	Other Non-Asbestos	Asbestos (% Type)
City Hall Roof Evaluation 2846.01-001 Area B AB-1006869	LAYER 1	Brown fibrous felt	Asphaltic Misc.		**40 % Chrysotile**
	LAYER 2	3-ply black/brown fibrous tar	Asphaltic	25% Cellulose	**20 % Chrysotile**
	LAYER 3	2-ply black fibrous tar	Asphaltic	20% Fibrous Glass	**None Detected**
	LAYER 4	Agrregate cap	Asphaltic Aggregate		**None Detected**

Analyst: Michael McLeister

Approved Signatory: Michael M Leister Date 10/19/2010

JSE is accredited by the National Voluntary Laboratory Accreditation Program for bulk asbestos fiber analysis by polarized light microscopy.
Asbestos consists of the following minerals: chrysotile, amosite, crocidolite, tremolite, actinolite, anthophyllite.
Small diameter fibers may not be detected by this method. More in-depth analysis is recommended to determine asbestos content, especially for samples containing 10% or less asbestos. Analysis results are solely for the samples analyzed. Non-asbestos sample constituents may not be definite.
Qualitative and quantitative TEM analysis may be recommended for difficult samples.
Quantitative analysis by PLM point count or TEM is recommended for samples testing at < or = to 1% asbestos.
"Matrix" is defined as non-asbestos, non-binder fibrous and non-fibrous componets.
"Binder" is defined as a component added for cohesiveness.

6029

January 10, 2012

Mr. Peter Boyce
City of Gladstone
525 Portland Avenue
Gladstone, Oregon 97232

RE: CITY OF GLADSTONE / CITY HALL & POLICE STATION - PRELIMINARY ASSESSMENT SUMMARY LETTER

Dear Mr. Boyce:

As requested, the design team of Carleton Hart Architects, T.M. Rippey Consulting Engineers, and Professional Roof Consultants, Inc. performed a preliminary assessment of the City Hall / Police Station, located in Gladstone, Oregon. The purpose for the preliminary assessment was to assess basic scopes and associated costs related to improvements to the existing building to meet the basic requirements to be used as an Essential Facility for the City that could remain operational during extreme weather and seismic conditions. Scopes include updated and improved interiors, new weathertight exterior wall cladding, and new roof assembly.

Each of the design team members has provided individual descriptions of their scope of this preliminary assessment. Each report can be found as an attachment to this letter.

SUMMARY

The City Hall building was erected circa 1940, and also included the firehouse and the courtroom for the City. Over the past 70+ years, the building has been expanded, including police station and city hall office additions. Much of the exterior, interior, and structure is from original construction and the components have deteriorated or aged beyond their useful service life. The building was constructed during a time when seismic concerns were less stringent compared to today's standards, and code requirements have been modified since original construction.

In an effort to utilize the existing building's structure, the design team has performed a preliminary assessment which would encompass the following:

- Meet all Essential Facility requirements.
- Upgrade the facility to meet current energy efficiency measures.
- Reconfigure the interior space for efficiency.
- Update entire facility to ADA standards.
- Reinforce the building structure to meet current seismic requirements.
- Update the building exterior with energy efficient building standards.
- Upgrade with new energy efficient window assemblies.
- Install rain screen exterior that is both weatherproof and aesthetically pleasing that fits within the surrounding architecture.
- Install a high performance roof system that can provide 30+ years of useful service.

Budgetary Cost Estimate: $2,923,500.00 (includes a 20% contingency).

We look forward to working with the City of Gladstone, and will be available to answer any questions regarding this preliminary assessment.

Sincerely,

Ronald P. Maine, RRO

INDEPENDENT CONSULTANTS FOR ROOFING | WATERPROOFING | BUILDING ENVELOPE SYSTEMS

1108 SE GRAND AVENUE, SUITE 300 PORTLAND, OR 97214 503 280-8759 FAX 503 280-8866 ProfessionalRoofConsultants.com

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CARLETON HART ARCHITECTURE
322 nw 8th avenue portland, oregon 97209
t 503 243 2252 | f 503 243 3261 | carletonhart.com

January 6, 2012

Mr. Ronald P. Maine, RRO
Professional Roof Consultants, Inc.
1108 SE Grand Avenue, Suite 300
Portland OR 97214

RE: Gladstone City Hall

Dear Ron,

In late December 2011, Carleton Hart Architecture was retained by your office to provide a conceptual cost estimate to renovate the existing Gladstone City Hall. The objective of our scope was to develop a conceptal estimate to renovate City Hall to serve as an"essential facility", intending to remain operational in the event of extreme environmental conditions.

Historical documentation of construction was extremely limited, but it appears that construction occurred in four phases based on information from the Roof Evaluation Report, dated 10.22.2010, by Professional Roof Consultants, Inc. Three phases were built as one floor, and one phase represents a two story section with a total building area of 10,690 sq. ft. Occupancy on the first floor consists of 8,290 sq. ft. while the second floor consists of 2,400 sq. ft.

On January 6th, 2012, we conducted an evaluation of City Hall using the information available. Our approach involved three tasks: 1) review "record documents" of the existing structure, 2) conduct an on-site field inspection with limited documentation and digital photography, and 3) develop a budgetary "order of magnitude" construcion cost estimate for the proposed renovation.

Since the building program has not been determined, we made assumptions in order to achieve the "essential facilities" status. Proposed improvements would address: ADA issues and improvements to architectural finishes and components. Energy efficient measures would also be incorporated to achieve a 40+ year life span. These improvements do not address the expansion of existing services and operations at the facility, but represent a reconfiguration of space for efficiency and ease of access.

With that in mind, we've developed an conceptual construction cost estimate of $150/sf. This is assuming that structural costs specifically related to seismic will be developed independent from another resource. Using our unit cost, the total cost for the architectural components of the renovation will be $1,603,500.00. This estimate is based upon probable costs that have been applied with our judgement and based on the available information. It does not include costs for hazardous materials removal and disposal. The cost estimate includes a 20% contingency, and a reasonable profit and overhead of 15% for the general contractor.

In the event you have any questions please contact me at your convenience.

Sincerely,

William Hart
Founder/Principal

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TM RIPPEY
CONSULTING ENGINEERS

7650 SW Beveland Street, Suite 100
Tigard, OR 97223
Phone: (503) 443-3900
Fax: (503) 443-3700

January 5, 2012

Professional Roof Consultants
Attention: Ron Maine
1108 SE Grand Ave., Suite 300
Portland, Or 97214

Re: City of Gladstone – Preliminary Seismic Evaluation
525 Portland Ave, Gladstone, Or 97027

Project Number: 12005

Introduction:
At your request TM Rippey Consulting Engineers has completed its preliminary evaluation of the City of Gladstone City Hall Building for the purpose of determining the feasibility of upgrading the structure to conform to current code seismic requirements for an 'essential facility' with a Class IV occupancy category classification. The building currently houses the City administrative offices, the municipal court, and the Police Department.

An essential facility is defined in the Building Code (Oregon Structural Specialty Code) as, "Buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow, and earthquakes". Fire, rescue, ambulance, and police stations and emergency vehicle garages are listed in the code as Occupancy Category IV essential facilities along with designated emergency preparedness, communications, and operation centers and other facilities required for emergency response. The building code does not require seismic upgrades to existing structures unless they undergone significant remodeling or a change of occupancy classification that results in the structure being reclassified to a higher occupancy category and this proposed upgrade would be performed on a voluntary basis.

Existing Construction:
The original Gladstone City Hall and fire station building was built in approximately 1940 with construction consisting of wood framed roof and floors with lightly reinforced concrete walls supported on conventional continuous concrete footings. The floor and roof construction consists of tongue and groove sheathing supported by solid sawn wood joists. Original construction drawings for this building were available for our review.

The building has been remodeled in the past and has had at least one addition on the North side of the site. The one story addition appears to be 30 to 40 years old and the

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building construction consists of a plywood roof supported by wood joists and beams bearing on exterior walls of concrete masonry unit (CMU) construction and interior wood framed bearing walls. No construction drawings were found for this building. See attached plan sketch 1/SK1 indicating the original and newer addition areas.

Seismic Codes:
The original building was constructed prior to earthquake provisions being included in the building code and utilizes non-ductile construction materials (un-reinforced concrete) which are no longer permitted. The addition was built under an earlier edition of the Code which has undergone significant changes since the time of construction. Based on the age of construction, the CMU walls at the addition are likely reinforced, however; the reinforcing would likely not meet the current code detailing requirements.

For existing structures, specific code level seismic detailing requirements are not required to be met provided the existing system can be shown to provide the level of performance and seismic safety equivalent to that of a new structure. This is typically accomplished by either showing through analysis that the existing structure has sufficient additional strength or by reinforcing those elements that are found deficient.

The following list outlines those elements that are likely deficient and the reinforcement required.

Summary of Anticipated Seismic Reinforcement:

- Roof Diaphragms: Remove existing roofing materials at all roof areas and install new plywood sheathing over the existing tongue and groove roof sheathing. At the North addition, additional nailing, blocking, and strapping would be required.

- Floor Diaphragm: Based on our preliminary analysis, we do not anticipate adding plywood over the existing tongue and groove second floor sheathing; however, areas of additional nailing and strapping would likely require removal of areas of existing floor finishes.

- Transfer to Shear Walls: Remove existing ceiling finishes as necessary and install new blocking or ledgers bolted to the existing concrete walls at the roof and floor levels of the original building. Reinforce the existing ledger connection at the CMU addition with additional nailing, bolting, and filling non-grouted cells with new grout.

- Wall Anchorage: Remove ceiling and wall finishes as necessary at the roof and second floor level and install new wall to diaphragm anchors spaced 4 to 6 feet on center. This may also require additional grouting at the CMU walls. Also install straps or anchors to tie the wall forces across the diaphragms.

- Wall Out of Plane forces: Reinforce the concrete walls for out of plane forces by the installation of new steel tube strong-backs spaced at approximately 8' on center or one at each pier between windows.

- Shear Walls: Based on our preliminary analysis, the existing concrete walls have insufficient shear strength. Reinforcing for this condition would likely require a combination of adding new steel frames adjacent to the existing walls and the introduction of new shear walls or frames at the interior of the building to reduce the demand on the exterior walls. This work would also likely involve the addition of new drag struts tying the diaphragms to the walls and construction of new foundations and reinforcing the existing. The new drag struts would consist of horizontal wood beams or blocking nailed to the diaphragms with steel connections to the shear walls.

- Non-Structural Elements: Non-structural elements such as suspended ceilings and light fixtures, partition walls, mechanical equipment and electrical components, and fluid and gas piping should be braced and detailed in accordance with the code.

- Wall Cracks: During our site visit we observed numerous cracks in the exterior walls and these would be repaired using epoxy injection.

Summary:
The above list of anticipated work was developed based on our limited site observations, review of the available construction drawings, and our preliminary structural analysis. We anticipate that the cost of construction for the structural improvements, not including repair of building finishes, would be on the order of $50 to $60 per square foot or $540,000 to $640,000.00 based on an approximate calculated total building area of 10,700 square feet and including a contingency of approximately 20%.

This estimate should be considered as a 'range of costs' and should not be used for budgetary purposes. To obtain a more accurate cost estimate, additional analysis is required along with preparation of preliminary construction documents that could be used by a contractor or construction cost consultant is required.

Disclaimer:
The purpose of this report has been to assist you, our client, in making certain decisions regarding the building above described. Our discussion has been based on limited field inspection and experience and judgment of our office staff. No material inspection or material testing, soils investigation, or other work for hidden conditions was accomplished.

Due to limitations caused by visual inaccessibility to every structural detail or member, our office cannot assume responsibility for the original designer's assumptions or

decisions, nor can we assume responsibility for the structure's theoretical ability to meet current code or the code applicable at the time of construction.

Because of the highly limited scope of our review and observation, our discussion should not be used as a principle basis for any decision relating to the building and the liability of our office and those of our employees are limited to the actual amount of fees that we have charged for our work.

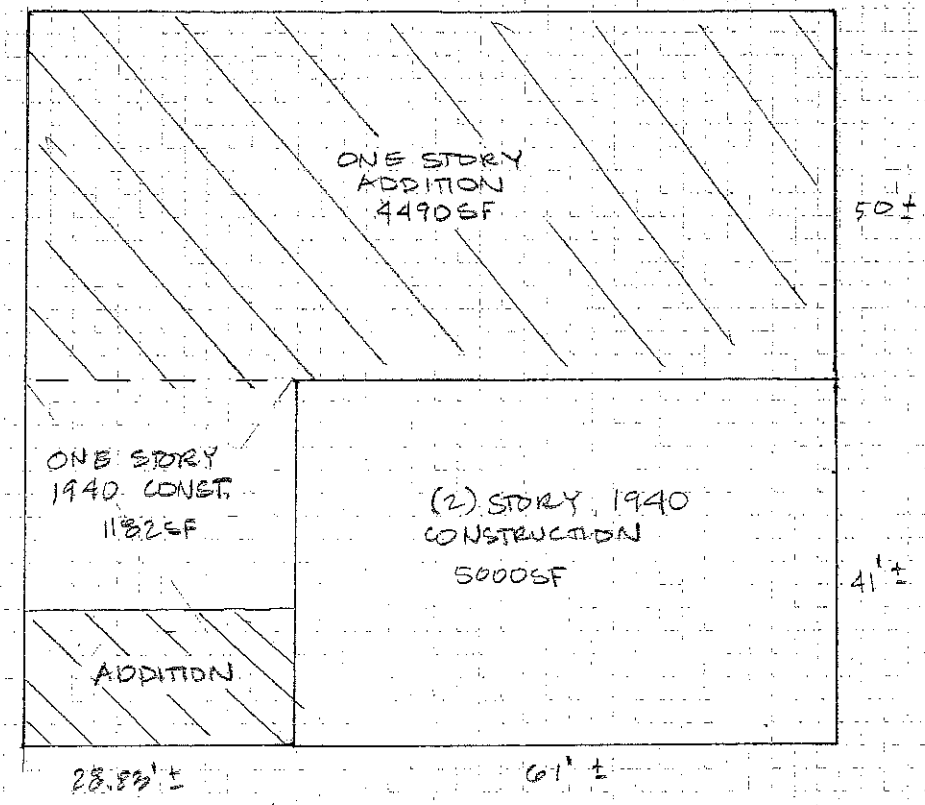
If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Ralph Turnbaugh, PE

REGISTERED PROFESSIONAL ENGINEER
16720
OREGON
July 20, 1993
RALPH TURNBAUGH
EXPIRES: 6/30/12

6-35



TOTAL ≅ 10,700 SF

N

1 PLAN
SK1

1" = 20'

TMR TM RIPPEY
CONSULTING ENGINEERS

7650 S.W. Beveland St, Suite 100
Tigard, Oregon 97223
Phone (503) 443-3900

GLADSTONE CITY HALL
525 PORTLAND AVE.
GLADSTONE, OR

BY RWT DATE 1/3/12
CHK BY _____ DATE _____
JOB NO. 12005
SHEET 1 OF 1

6-36

January 10, 2012

Mr. Peter Boyce
City of Gladstone
525 Portland Avenue
Gladstone, Oregon 97232

RE: CITY OF GLADSTONE / CITY HALL & POLICE STATION - EXTERIOR BUILDING ENVELOPE PRELIMINARY ASSESSMENT

Dear Mr. Boyce:

As requested, Professional Roof Consultants, Inc. (PRC) performed a preliminary assessment of the existing condition of exterior building envelope systems associated with the City Hall / Police Station, located in Gladstone, Oregon. The purpose for the preliminary assessment was to identify the existing conditions and provide budgetary estimates to redesign the building envelope to provide a long term weathertight performance.

Tasks Performed: PRC performed several tasks to obtain preliminary assessment information, which included the following:

- Visually inspect the interior and exterior of the building, including at roof level, to investigate existing conditions.
- Access exterior and interior walls to inspect and determine exterior building wall construction.
- Perform minor disassembly of window and exterior wall joints to view interior conditions hidden from view, and to trace current leak sources.
- Create field sketches of conditions to depict "as-built" construction.
- Photograph and document existing conditions pertaining to building envelope construction.
- Trace existing roof and building wall leak conditions.

EXISTING CONSTRUCTION

Based upon information provided to PRC by the City of Gladstone, the building was erected on or around 1940. The exterior structure consists of 6-inch thick unreinforced cast in place (CIP) concrete walls and is two stories tall. The building has taken on three major additions since original construction. The City Hall Building houses a multitude of offices and departments, including: City Officials offices, City Water offices, City Building Official office, City Court Room, City Judge office, and the City Police Station. Visual observations of existing conditions confirmed that the building was constructed and modified in a minimum of three phases.

The exterior building envelope utilizes two types of systems; both are considered "barrier" systems. The system utilizes sealant dependent details to weatherproof exterior windows and other wall penetrations. The exterior cladding was mostly constructed using cast in place concrete with a urethane coating. A small building addition utilizes a combination of cement plaster over concrete masonry units (CMU) and exposed CMU with a urethane coating.

1. Exterior Walls: Original Construction and Police Station Addition: The exterior walls are constructed with varying thickness of unreinforced cast in place concrete walls. The exterior surface is protected with a urethane coating. The interior wall section utilizes 2x2 furring with an interior cement plaster finish.

   City Hall Addition: The exterior wall is constructed from CMU with urethane coating. A section along the south facing wall also includes a stucco assembly installed over the CMU. The interior side of the wall is constructed with 2x2 furring with 2-inch expanded polystyrene and ½-inch gypsum sheathing.

2. Roof Systems: The roof systems were evaluated by PRC in the Fall of 2010. The evaluation concluded that all roof systems on all roof areas were at or near expiration. Substantial modifications will be required to improve roof slope, drainage, and flashings.

3. Window Systems: Window systems consist of single glazed glass panes seated inside wood frames. Window and door systems located at the main entrance and south entrance is extruded aluminum storefront assemblies which utilize a compression glazed system.

ASSESSMENT

- The exterior wall has developed cracks through the system at numerous locations that leak into the building primarily along the west and south facing wall. The exterior wall system could receive a new "rain screen" siding system installed over the cast in place concrete wall to provide a long term, weathertight assembly.

- The section of the building that utilizes a cement plaster system over the CMU walls has signs of deterioration and is recommended to be removed and replaced with a system that is better suited for the entire building exterior.

- The roof systems have expired and have had ongoing leaks for an extended period of time. Roof replacement is recommended. Ponding water is occurring due to limited roof slope that has continued to deteriorate the existing roof and create ongoing leaks. Modifications to the building have also created changes to the building exterior; however, the exterior modifications have been performed as "quick fixes" and have since deteriorated or resulted in additional repairs that will need to be performed in the immediate future. Substantial modifications will be required to implement a roof replacement project that will include upgraded drainage systems, slope changes, and HVAC modifications at a minimum to meet current building code requirements.

- The windows are outdated and are leaking at most locations. The windows are likely from original construction and have resulted in continued water damage through water intrusion as well as condensation. The storefront window and door assemblies are outdated and are not energy efficient compared to current standards.

- The building utilizes little if any insulation throughout the entire building. Only two inches of insulation was observed along a portion of the east wall and north walls. A majority of the roof areas and exterior walls were found to have no insulation.

- The main entrance exterior trellis and entrance canopy have deteriorated and are showing signs of potential collapse. The main entrance will require complete removal and replacement in an effort to avoid potential collapse.

CONCEPTUAL SCOPE

- Install rain screen siding assembly: Install spray applied vapor barrier over existing exterior walls. Install hat channel to offset new exterior siding system. Install stucco assembly over hat channels and standoffs.

- Install new 3-ply Styrene Butyl Styrene (SBS) roof assembly over all roof areas with tapered ridged insulation. Install new sheet metal flashings and low maintenance penetration flashings.

- Install new insulated aluminum framed block windows and new insulated storefront window and door assemblies.

- Insulate all exterior walls utilizing standoffs with spray applied insulation that would provide a continuous insulation to meet current code requirements.

- Remove and install new covered entry way.

Conceptual estimate: $680,000.00 (Budgetary estimate includes a 20% contingency.)

Please feel free to call if you have any questions or concerns regarding this letter report, or if we may be of further assistance.

Sincerely,

Ronald P. Maine, RRO
SENIOR TECHNICAL SPECIALIST
PROFESSIONAL ROOF CONSULTANTS, INC.

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GROUP MACKENZIE
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SITE MAP
EXISTING PLAN
EXISTING CITY HALL
EXISTING POLICE DEPARTMENT

PROGRAMMING 3
SPACE NEEDS CONSIDERATIONS
SPACE NEEDS PROGRAM

Needs Assessment Report

GLADSTONE CITY HALL & POLICE DEPARTMENT

525 Portland Avenue

January 2, 2013

Prepared by
GROUP MACKENZIE

GROUP MACKENZIE
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PORTLAND, OREGON | SEATTLE, WASHINGTON | VANCOUVER, WASHINGTON

6-40

Job# 2120509.00

TAB 1

INTRODUCTION

PROJECT INTRODUCTION
GROUP MACKENZIE
PROJECT BACKGROUND
EXECUTIVE SUMMARY

Project Introduction

The City of Gladstone contracted Group Mackenzie to evaluate the existing City Hall and Police building and prepare programming and space needs for the City of Gladstone's City Offices and Police Department. The investigation involved programming questionnaires filled out by key staff members; an existing site tour conducted by Chief Pryde with participation of City staff; and the development of a Space Needs Program created through input from both City Hall staff and the Police Department in conjunction with Group Mackenzie's professional experience on similar projects.

Key Participants

CITY OF GLADSTONE
- Peter Boyce — City Administrator
- James Pryde — Chief of Police

GROUP MACKENZIE
- Jeff Humphreys — Project Principal
- Brett Hanson — Project Manager
- Jeff Matarrese — Architectural Designer

Group Mackenzie

Established in 1960 and based in Portland, Oregon, Group Mackenzie provides a range of professional design services including structural engineering, architecture, landscape architecture, civil engineering, land use planning, transportation planning and interior design. Group Mackenzie's Public Projects team specializes in civic and emergency response facility design, space needs evaluations, and bond campaign assistance. In the past decade, Group Mackenzie has worked on publicly funded projects in Oregon and Washington for more than 50 counties and municipalities, providing design and engineering services for more than 16 police facilities and six civic office buildings.

Project Background

The City of Gladstone's existing City Hall and Police Department building consists of a two-story, 9,918 square foot facility located on a 10,138 square foot site at the corner of E. Dartmouth Street and Portland Avenue. Originally built in the 1940s, the structure has undergone extensive renovations to accommodate its current occupants, is not designed to essential facility seismic standards and is in need of roofing replacement. Furthermore, the current facility shares off-street parking with the Gladstone Volunteer Fire Department, accommodating only five unsecured parking spaces for patrol vehicles. No permanent parking for City or Police Staff exists. In addition to the existing City Hall and Police Department building, the City of Gladstone Police utilize an off-site evidence storage building requiring Police personnel to commute between the two facilities.

Based on previous studies commissioned by the City of Gladstone and performed by Professional Roof Consultants, Inc. in January 2012 to evaluate the existing structural capacity of the building, it was determined that seismically upgrading the building to a Type IV seismic category, an essential facility construction standards would require substantial improvements and would amount to an estimated total cost of $2,923,500, including a recommended full roofing replacement and exterior building envelope upgrades. As upgrade and replacement costs of the existing building mounted, the City of Gladstone sought design services to aid in evaluating the City's current space needs and provide recommendation for required space needs to accommodate existing City Hall and Police functions and equipment, as well as future projections to allow for growth. This report is a preliminary step toward identifying the current and future projected needs for the City of Gladstone and setting the stage for comparative cost analysis of a new facility to upgrade and ongoing repairs to the existing building.

Executive Summary

Under the scope of the space needs investigation, Group Mackenzie observed, documented, and evaluated existing deficiencies in order to provide the City of Gladstone recommendations for current space needs and projected growth requirements 20 years into the future. These efforts are intended to serve as the initial step in aiding the City in its goal of determining investment into the existing facility or pursuing next steps towards a new City Hall and Police Department for the City of Gladstone.

Group Mackenzie's experience, developed space standards, industry standards, and City input were used to identify and outline required needs. In conjunction, similar cities and comparable facilities were considered through the validation process. Through review and refinement of the space needs study, the projected growth identified indicates a 157% increase required to accommodate current and future needs. Examination and determination of these figures involved observation of the existing facility and operations, while furthering continued dialogue with users within the building as to the deficiencies of the existing building.

Primary deficiencies inherent to the existing building and operational conditions include:

- The existing building does not meet the necessary requirements of an emergency response facility as it pertains to its capability to withstand and continue operations following a seismic event as prescribed by current code for essential facilities.
- There are mounting deficiencies in many of the existing spaces, most prominently for Police as it pertains to necessary operational functions, such as equipment storage, restroom/locker facilities, physical training, suspect processing, and on-site evidence processing and storage.
- Current available space exhibits disjointed City Hall office functions, inefficient circulation, and lack of secure access within the City Hall offices. This was further observed with the potential safety hazards associated with municipal court staff and the judge sharing public functions, such as the restrooms, with defendants during court proceedings.
- Limited parking of Police vehicles results in unsecured, highly valued City property that is subject to vandalism and potential assaults on Police personnel, and potentially City and Court staff.
- The Police Department currently operates out of multiple facilities resulting in disjointed operations that reduce efficiencies, increase officer travel time, and offer additional security threats to multiple locations.
- The age of the building and building systems are reaching or, in cases, exceeding their lifespans and require costly repair or replacement.

6-43

Recommendation

Group Mackenzie has prepared and forecasted a comprehensive projection of required space needs for the City of Gladstone's 20 year growth. The existing facilities housing current City Hall and Police Department operations (including the 2,160 square foot evidence facility) total 12,078 square feet and do not meet current operational requirements of the City offices, Police Department, or public functions. Upon completion of this space needs examination Group Mackenzie found that the City of Gladstone is in need of a 19,008 square foot facility to both address current shortfalls and allow for future growth. Furthermore, based on the current expense of repair necessary of the existing facility, and its inability to meet projected growth and current seismic requirements of an essential facility. It is recommended that the City take additional measures and next steps towards evaluation and consideration of construction of a new facility to house City Hall, Municipal Court, and Police Department functions.

Gladstone Space Needs Comparison

	EXISTING	2023	2033
BUILDING AREA	12,078 SF*	17,582 SF	18,018 SF
EXTERIOR AREA EXCLUDING BUILDING FOOTPRINT	1,138 SF	16,130 SF	19,026 SF
PUBLIC PARKING	0 SPACES**	47 SPACES	47 SPACES
SECURE PARKING	0 SPACES***	22 SPACES	30 SPACES

*Includes existing City Hall/ Police building (9,918 SF) and evidence facility (2,160 SF).
**Public parking provided on-street.
***Three off-street police patrol vehicle spaces provided.

6-45

TAB 2

EXISTING CONDITIONS

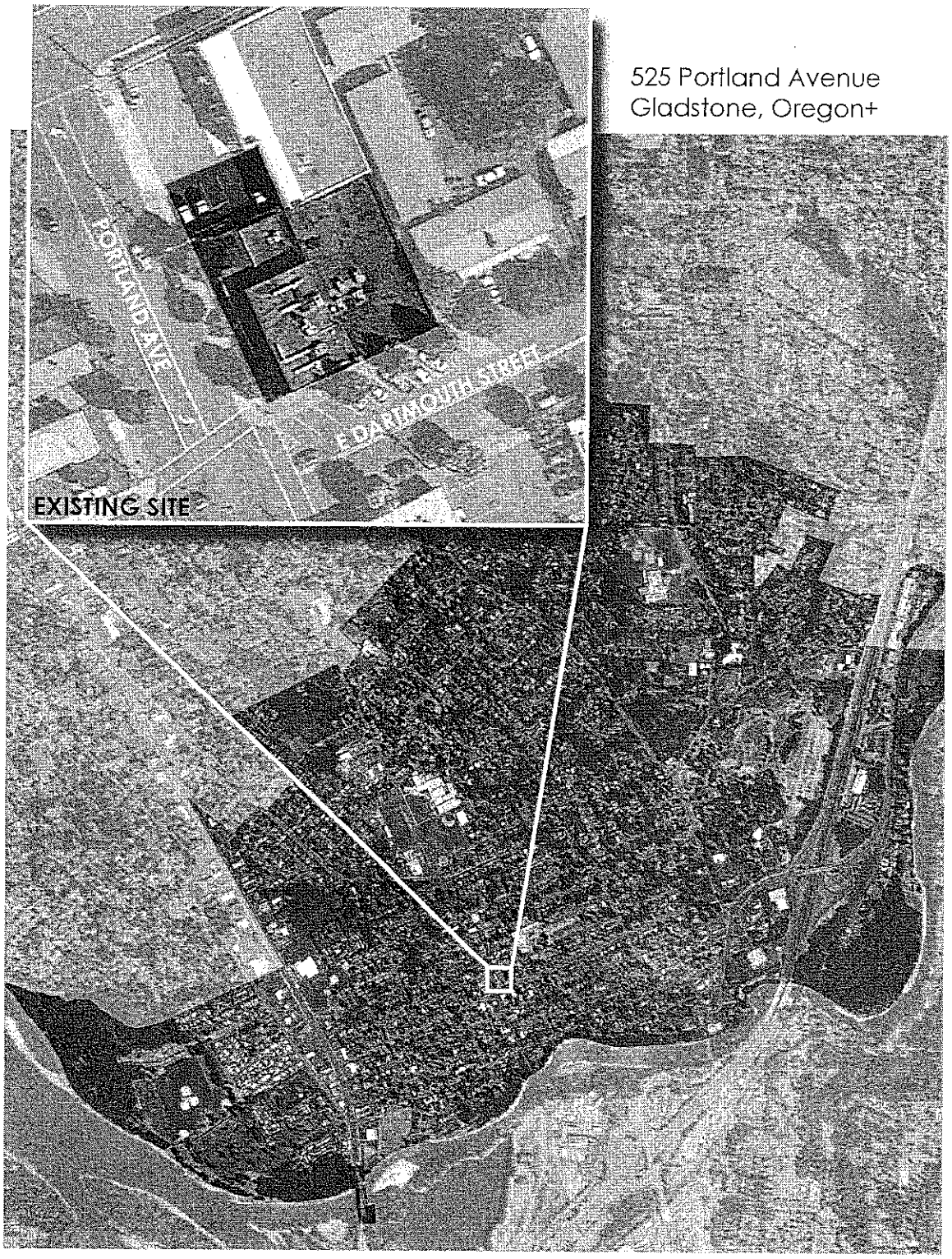
SITE MAP

EXISTING PLAN

EXISTING CITY HALL

EXISTING POLICE DEPARTMENT

525 Portland Avenue
Gladstone, Oregon+



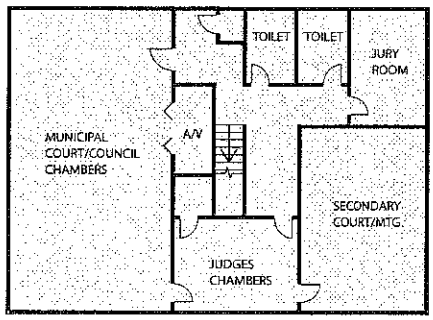
CITY OF GLADSTONE

Existing City Hall and Police Facility Plan

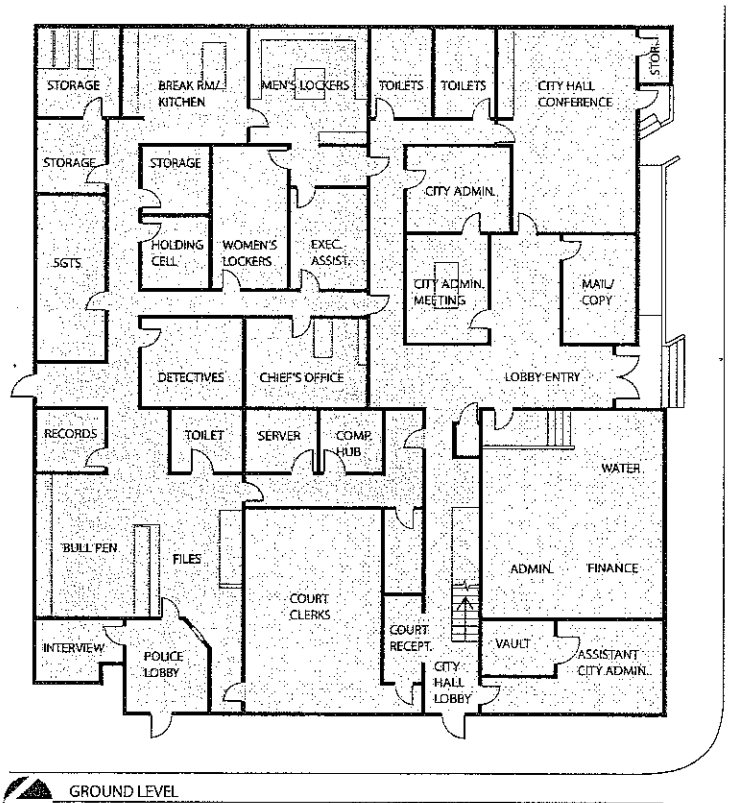
LEGEND

CITY HALL

POLICE



SECOND LEVEL



GROUND LEVEL

6-43

Existing City Hall and Police Building

The existing City Hall and Police Department currently occupy a 9,918 square foot, two-story facility at 525 Portland Avenue in Gladstone Oregon, while the Police Department also has a stand alone 2,160 square foot evidence building at a separate location. The City Hall and Municipal Court functions occupy the south half of the first floor and the entire second floor of the building. The Police Department occupies the north half of the first floor only. Each entity has a separate entrance from the public street. The Police Department maintains 5 off street, unsecured parking stalls (FIG T), while the City Hall, Municipal Court, remaining Police, and public must utilize on-street parking. In addition to the space deficiencies, safety, and privacy concerns, the existing configuration of the rooms within the building have been found to layout inefficiently with additional space dedicated to circulation in lieu of usable rooms. As part of this layout, many office spaces are located internally resulting in limited to no natural light to occupied space.

As part of examination and observation of the existing building, the following was observed:

The building currently suffers from a signification lack of public space and inefficiencies associated to circulation throughout the building. Each entity has a separate disconnected entry that does not present a formalized civic entrance into the building (FIG A).

These separate entrances do not offer clear way finding to the particular City functions and further do not provide for a secure reception lobby and counter for the City Hall staff (FIG B). Clear way finding within the building does not exist and it was observed that visitors had unobstructed access to City office functions, while City staff further share public restrooms with visitors and court.

The City Council and Municipal Court functions are currently inadequate for the required uses and have experienced overcrowding. Within the court waiting space, cueing for court is inefficient and additionally prone to overcrowding. Additional security concerns surround shared public space with the judge and court staff. Currently the judge and jury space must share restrooms with defendants awaiting court.

The Police entry is secure, however uninviting to the public and does not allow secure access to the interview room (FIG J). The existing Police operations space is undersized and not properly dedicated to specific functions due to lack of space, which can result in reduced operational efficiencies and present safety and security concerns. The Police records and bull pen (FIG K) serves both Patrol Officers, as well as Records Staff, which can present competing functions. Detectives Offices were observed to be undersized with limited storage availability (FIG L). Between Detectives and Patrol an internal interview room does not exist for secure use limiting interviews to only occurring off the public lobby or within the secure portion of the department. Locker facilities for both men and woman are undersized and often used for ancillary storage space due to unavailability of alternative space (FIG R), while internal secure restrooms dedicated for police staff is limited to a single stall (FIG S), forcing police staff to share facilities with the public.

FIG A. ENTRY

FIG B. LOBBY

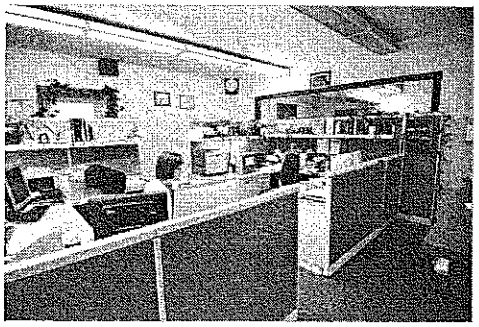


FIG C. COURT CLERKS' OFFICE

FIG D. WATER, FINANCE, & ADMINISTRATION

FIG E. COPY/MAIL ROOM

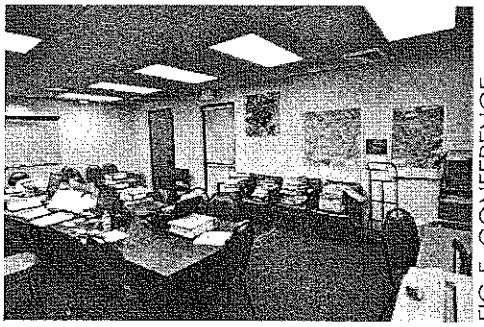


FIG F. CONFERENCE ROOM

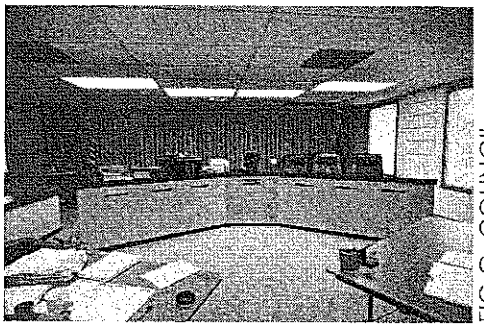


FIG G. COUNCIL CHAMBERS

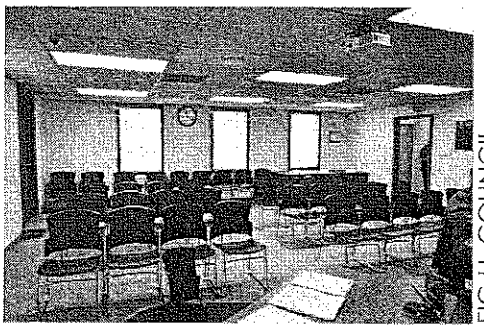


FIG H. COUNCIL CHAMBERS

6-50

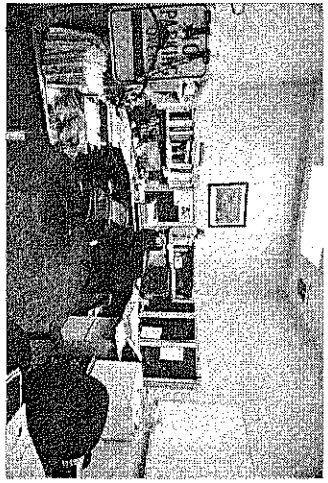


FIG L. DETECTIVES OFFICE

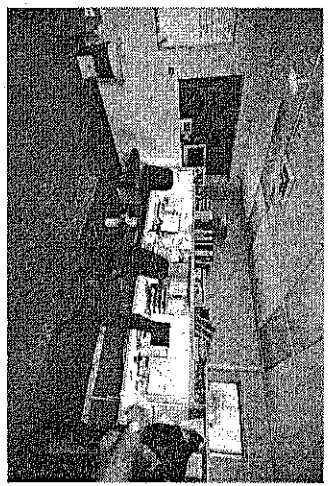


FIG K. BULL PEN

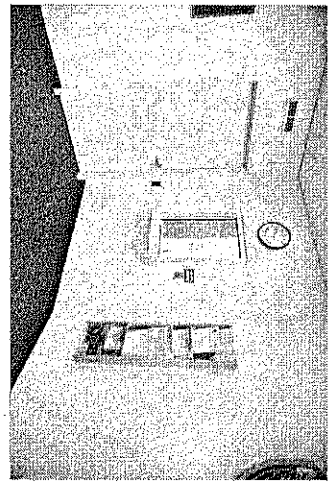


FIG J. POLICE LOBBY

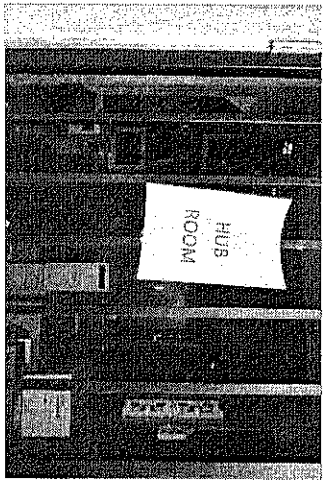


FIG I. HUB ROOM

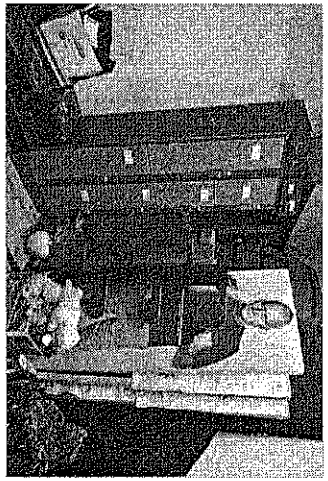


FIG P. EQUIPMENT STORAGE

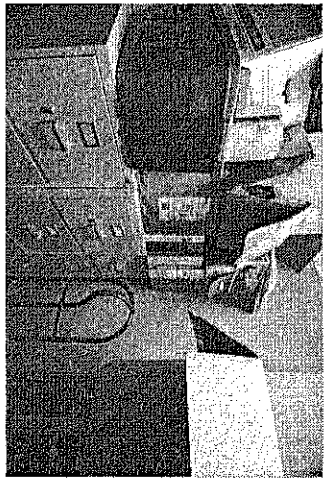


FIG O. STORAGE

FIG N. CHIEF'S OFFICE

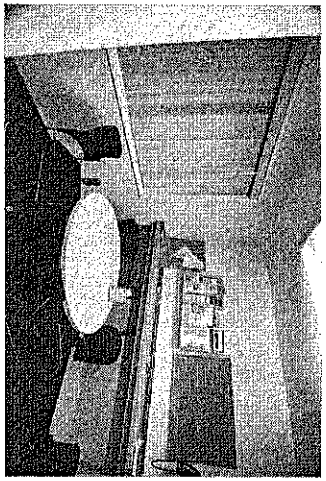


FIG M. INTERVIEW ROOM

FIG S. RESTROOM

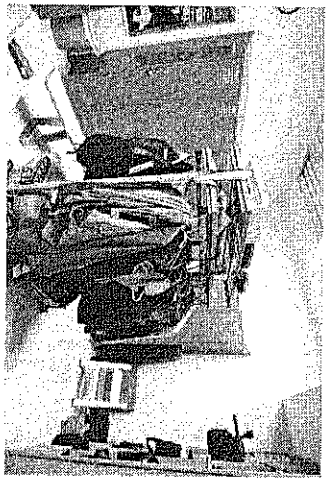


FIG R. MENS' LOCKER ROOM

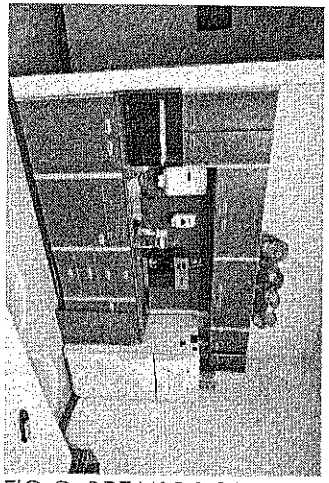


FIG Q. BREAK ROOM

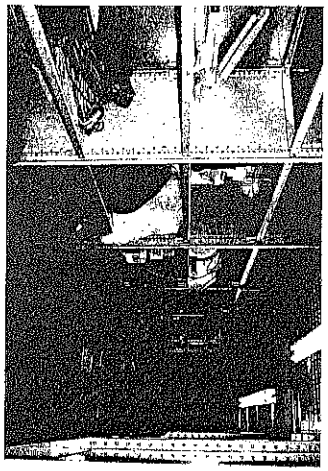


FIG V. EVIDENCE FACILITY

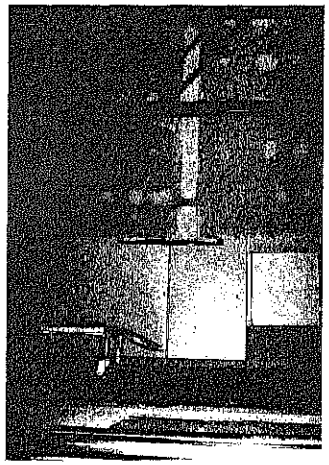


FIG U. EVIDENCE FACILITY

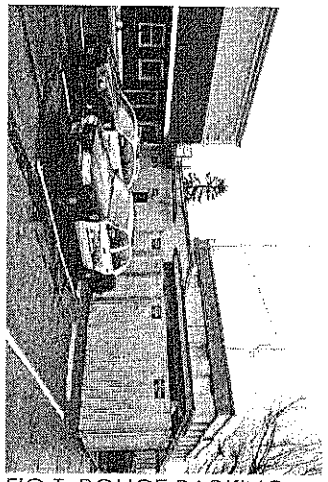


FIG T. POLICE PARKING

TAB 3

PROGRAMMING

SPACE NEEDS CONSIDERATIONS

SPACE NEEDS PROGRAM

Space Needs Considerations

Police facility design is unique in that the building and all its functions are tools integral to effective and efficient operation of a policing agency. The way in which a facility is designed focuses on functionality and stringent requirements associated with protection of the building, its staff, and the public it serves. Requirements defining this particular building type are driven by jurisdictional, state, and federal criteria for safety, security and operational procedures. These criteria ensure the facility not only operates effectively on a day-to-day basis, but is also capable of resisting and responding to the forces of natural events and terrorism, all the while maintaining the stature of a civic building.

Similar to a police facility, the design of a City Hall is focused on the protection of the building and it's staff. A City Hall also needs to maintain an open and welcoming visage to the community it serves. A City Hall provides a civic building that can be used for public gatherings and assist community functions.

Beyond the building program requirements, there are important site elements and considerations that must be taken into account for these types of facilities. These program elements include public parking; secure parking for city staff, police vehicles, and equipment; emergency power; building threat protection; and access to and from the site. The most challenging consideration, for any site, stems from public and secure parking requirements. These are governed by jurisdictional requirements, as well as department growth projections and space requirements for vehicles and equipment.

The following program summary outlines the overall catigories and square footages for each departmental function within the buidling.

Program Summary

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Department: Gladstone City Hall and Police Department													
Public Functions & Facility Core	1	1	1							755	1318	1318	
City Hall	8.5	8.5	8.5							5501	5623	5623	
Police Department	21	22	35							5822	10640	11077	
TOTAL BUILDING SQUARE FOOTAGE	30.5	31.5	44.5							12078	17582	18018	

Department: Gladstone City Hall and Police Department													
Public Functions & Facility Core	1	1	1							755	1318	1318	
Administration	5	5	5							2628	2134	2134	
City Council / Municipal Court	3.5	3.5	3.5							2873	3298	3298	
Support Functions	0	0	0							0	192	192	
Police Records / Administration	3.5	4.5	6							914	1469	1546	
Police Operations	17	17	28							1588	4730	5090	
Police Property / Evidence	0.5	0.5	1							2160	2129	2129	*Existing evidence facility square footage*
Police Support Functions	0	0	0							1161	2312	2312	
TOTAL BUILDING SQUARE FOOTAGE	30.5	31.5	44.5							12078	17582	18018	
TOTAL EXTERIOR REQUIREMENTS										1138	16130	19026	
TOTAL SITE REQUIREMENTS (SINGLE STORY)										0	33712	37044	SINGLE STORY FACILITY
TOTAL SITE REQUIREMENTS (TWO STORY)										0	24924	28035	TWO STORY FACILITY

Space Needs Program

The programming information presented on the following pages represent current and future staffing counts, required spaces, sizes, functions, and general use. Future needs have been projected for a twenty-year growth and calculated based on future projections of crime, population, and city growth estimated by the City of Gladstone.

To begin the space needs evaluation process, the existing facility was toured, and current staff count, program, and space sizes documented within the program for comparative analysis.

In conjunction with existing facility documentation, the City Manager, Chief, and key City staff participated in discussions regarding their department and division work philosophy, current deficiencies, and required needs. This information was utilized in conjunction with architectural space standards and examination of recently built Police stations/City Halls in communities of similar size and demographic makeup to prepare and validate the space needs analysis on the following pages.

The program is organized into primary building elements, departments, and divisions to facilitate in identifying and assigning ancillary program needs to particular spaces unique to a civic facility. Total space size for each division is tabulated and an interior circulation factor of 20% assigned to cover primary hallways, stairways, elevators, mechanical space needs, and miscellaneous circulation needs typically required in civic facilities.

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Department: Public Functions & Facility Core													
Public Functions													
Entry Vestibule				0	1	1	8	10	80	0	80	80	911 phone
Public Lobby Waiting Area / Foyer				1	1	1	15	20	300	80	300	300	Open lobby for Police and City Hall; 4-5 people
Lobby Information				0	1	1	2	10	20	0	20	20	Includes forms, information.
Display Area				0	1	1	2	10	20	0	20	20	Historical display space, PD and City Hall to confirm contents.
Report Taking Room				1	1	1	10	12	120	70	120	120	Dual access from Police Reception, 4-6 people camera & microphone.
Public Restrooms / Men's & Women's				4	2	2	10	20	200	340	400	400	
Group Total	0	0	0							490	940	940	
Facility Core													
Janitor				1	1	1	6	6	36	55	36	36	Additional (1) required for two-story facility.
Stairway				1	0	0	9	20	180	100	0	0	Required for two-story facility.
Elevator				1	0	0	6	8	48	30	0	0	Required for two-story facility.
Elevator Equipment Room				0	0	0	5	6	30	0	0	0	Required for two-story facility.
Mechanical Shaft				0	0	0	5	10	50	0	0	0	Required for two-story facility.
Server Room	1	1	1	1	1	1	10	15	150	80	150	150	1x staff space, room for storage.
Electrical Room				0	1	1	10	15	150	0	150	150	
Sprinkler Riser Room				0	1	1	6	7	42	0	42	42	
Group Total	1	1	1							265	378	378	
SUBTOTAL	1	1	1							755	1318	1318	
GENERAL CIRCULATION (0%)										0	0	0	
TOTAL SQUARE FOOTAGE *(Public Functions & Facility Core)*										755	1318	1318	

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Department: City Hall Administration													
Administration													
Public Reception (Service Counter)				0	1	1	6	12	72	0	72	72	
Account Clerk	1	1	1	1	1	1	8	8	64	648	64	64	Open office.
Administrative Assistant	1	1	1	1	1	1	8	8	64	64	64	64	Open office.
Utilities Clerk	1	1	1	0	1	1	8	8	64	0	64	64	Open office, secure filing cabinets.
City Administrator	1	1	1	1	1	1	10	18	180	308	180	180	Office.
Assistant City Administrator	1	1	1	1	1	1	10	16	160	228	160	160	Office with window overseeing open office.
City Hall Conference Room / Jury Room				1	1	1	20	34	680	599	680	680	Seating for 20, dividable.
Volunteers	0	0	0	0	0	0	0	0	0	0	0	0	Two Volunteers, shared open office space.
Planning Counter				0	1	1	4	12	48	0	48	48	Work space for County Planner.
Parks Staff	0	0	0	0	0	0	0	0	0	0	0	0	3 seasonal staff.
Parks Storage				1	1	1	10	10	100	28	100	100	
Administrative Storage				1	1	1	6	8	48	60	48	48	Secure.
Copy/Print/Mail Center/Work Room				1	1	1	10	10	100	168	100	100	Copier, postage machine, form storage – accessible to clerks.
Files				0	1	1	10	15	150	0	150	150	Compact shelving, includes planning, files.
Supply Storage				1	1	1	6	8	48	23	48	48	
Group Total	5	5	5							2126	1778	1778	
SUBTOTAL	5	5	5							2126	1778	1778	
GENERAL CIRCULATION (20%)										502	356	356	
TOTAL SQUARE FOOTAGE *(City Hall Administration)*										2628	2134	2134	
Department: City Council / Municipal Court													
Support Functions													
Court/Council Chambers				1	1	1	35	50	1750	1432	1750	1750	Shared Council and Court chambers. Seating for 50-70.
Court Clerk	1.5	1.5	1.5	0	1	1	12	18	216	540	216	216	Lead court clerk & court clerk, shared office adjac. lobby/police for 3 w/ counter mailboxes.
Court Records				0	1	1	10	12	120	0	120	120	Secure.
Jury Room				1	0	0	16	28	448	135	0	0	Combined with City Hall Conference Room.
Judges Chambers	1	1	1	1	1	1	14	18	252	223	252	252	Guest seating.
Prosecutor	0.5	0.5	0.5	0	1	1	0	0	0	0	0	0	Interview room will double as council conference.
Indigent Defense	0.5	0.5	0.5	0	1	1	0	0	0	0	0	0	Interview room will double as council conference.
EOC Storage				0	1	1	10	15	150	0	150	150	Secure, access by police only. Emergency Power.
Chair / Table Storage				0	1	1	10	10	100	0	100	100	Secure.
Police Training Storage				0	1	1	8	10	80	0	80	80	Secure.
AV Room / Closet				0	1	1	8	10	80	0	80	80	
Group Total	3.5	3.5	3.5							2330	2748	2748	
SUBTOTAL	3.5	3.5	3.5							2330	2748	2748	
GENERAL CIRCULATION (20%)										543	550	550	
TOTAL SQUARE FOOTAGE *(City Council / Municipal Court)*										2873	3298	3298	

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Department: City Hall Support Functions													
Support Functions													
Unisex Toilet Room				0	1	1	8	10	80	0	80	80	1x vanity, 1x toilet.
Supply Storage				0	1	1	8	10	80	0	80	80	Misc storage requirements.
Group Total	0	0	0							0	160	160	
SUBTOTAL	0	0	0							0	160	160	
GENERAL CIRCULATION (20%)										0	32	32	
TOTAL SQUARE FOOTAGE *(City Hall Support Functions)*										0	192	192	
Department: Police Records / Administration													
Records													
Public Reception (Service Counter)				0	1	1	6	12	72	0	72	72	Secure w/ bullet resistant glazing & ADA counter.
Records - workstations	1	1	2	1	1	2	8	8	64	80	64	128	Open work station adjacent to reception counter.
Code Enforcement Officer	0.5	0.5	1	0	1	1	8	8	64	0	64	64	
Chief of Police	1	1	1	1	1	1	14	20	280	192	280	280	4x Conference, private office.
Lieutenant / Captain	0	1	1	0	1	1	10	16	160	0	160	160	Private office.
Executive Assistant	1	1	1	1	1	1	10	12	120	130	120	120	Private office.
Volunteers / Interns	0	0	0	0	1	1	6	6	36	0	36	36	Open workstation adjacent to Exec. Assistant 8-10 volunteers.
Confidential Records				0	1	1	8	8	64	0	64	64	Internal investigations, personnel documents.
Supply Storage				1	1	1	8	8	64	65	64	64	
Copy/Print/Mail Center/Work Room				0	1	1	10	15	150	0	150	150	Shared with court.
Records Files				0	1	1	10	15	150	222	150	150	Compact shelving with window.
Group Total	3.5	4.5	6							689	1224	1288	
SUBTOTAL	3.5	4.5	6							689	1224	1288	
GENERAL CIRCULATION (20%)										225	245	258	
TOTAL SQUARE FOOTAGE *(Police Records / Administration)*										914	1469	1546	

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Department: Police Operations													
Operations													
Patrol - Sergeants	3	3	4	1	3	4	10	12	120	194	360	480	Private offices.
Patrol Officers	10	10	13	0	0	0	0	0	0	0	0	0	Space included in report writing.
Reserve Officers	2	2	8	0	0	0	8	8	64	0	0	0	Space allocated in patrol room/patrol officer work stations.
Detectives	2	2	3	1	2	3	10	10	100	168	200	300	Bull pen office, adjacent to patrol.
Report Writing				1	1	1	18	20	360	300	360	360	Bull pen, 6x shared work stations.
Briefing / Conference Room				0	1	1	20	30	600	0	600	600	Equipped with audio/video equipment.
Interview Room				1	2	3	8	10	80	80	160	240	
Storage - Detectives				0	1	1	8	10	80	0	80	80	
Radio / Equipment Storage - Patrol				1	1	1	6	8	48	80	48	48	Located in report writing.
Group Total	17	17	28							822	1808	2108	
Inventory / Equipment Storage													
Armory/ammunition/weapons				1	1	1	12	14	168	80	168	168	
Ammunition Storage				0	1	1	6	8	48	0	48	48	
Weapons Maintenance				0	1	1	0	0	0	0	0	0	Included within Armory.
Equipment Storage / Issuance				0	1	1	10	15	150	150	150	150	
Group Total	0	0	0							230	366	366	
Booking													
Custody Processing				0	1	1	12	20	240	127	240	240	Includes officer workspace.
Temp Holding Cell				0	2	2	8	10	80	80	160	160	Equipped w/ audio/video equipment, separate male and female cells.
Hard Interview / Intox Room - small				1	1	1	10	12	120	0	120	120	AV requirements, audio/visual, Lockable Cabinet for Intoxilizer.
Unisex Toilet				0	1	1	6	8	48	0	48	48	
Access Vestibule				0	1	1	0	0	0	0	0	0	Weapon lockup area, sq. ft. within circulation.
Storage				0	1	1	8	10	80	0	80	80	
Sally Port				0	1	1	28	40	1120	0	1120	1120	Single car garage, pull-in.
Group Total	0	0	0							207	1768	1768	
SUBTOTAL	17	17	28							1259	3942	4242	
GENERAL CIRCULATION (20%)										329	788	848	
TOTAL SQUARE FOOTAGE *(Police Operations)*										1588	4730	5090	

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Department: Property / Evidence													
Property / Evidence													
Evidence Processing - Officer				0	1	1	10	15	150	220	150	150	Temp lockers, evidence lockers, work area space included for tag/bag supplies/equipment.
Evidence Technician - Workstation	0.5	0.5	1	0	0	0	0	0	0	0	0	0	Open to work room, single staff member shared with Code Enforcement Officer.
Evidence Technician Work Room				0	1	1	10	15	150	220	150	150	Evidence Tech Processing area.
Evidence Storage - General				0	1	1	20	30	600	640	600	600	High density compact shelving.
Evidence Storage - Drying Room				0	1	1	8	10	80	0	80	80	
Refrigerated Storage				0	1	1	6	3	18	0	18	18	Refrigerator.
Narcotics Storage				0	1	1	6	8	48	0	48	48	Access from General Storage.
Cash Storage				0	0	0	0	0	0	0	0	0	Vault within General Storage.
Weapons Storage				0	1	1	6	8	48	0	48	48	Access from General Storage.
Oversized Item Storage				0	1	1	4	20	80	0	80	80	Open shelving, within General Storage room.
Vehicle Garage				0	1	1	20	30	600	720	600	600	
Bicycle Storage - Impound				0	0	0	0	0	0	0	0	0	Exterior, Covered, Secure, 50x bicycle capacity.
Group Total	0.5	0.5	1							1800	1774	1774	
SUBTOTAL	0.5	0.5	1							1800	1774	1774	
GENERAL CIRCULATION (20%)										437	355	355	
TOTAL SQUARE FOOTAGE *(Property / Evidence)*										2237	2129	2129	
Department: Police Support Functions													
Police Restrooms/Showers													
Unisex Toilet / Shower Room				0	3	3	9	10	90	0	270	270	1x Shower, 1x vanity, 1x toilet each.
Unisex Toilet Room				1	1	1	8	10	80	80	80	80	Adjacent to records.
Quiet Room				0	1	1	8	10	80	0	80	80	Adjacent locker rooms.
Men's Locker Room				1	1	1	20	26	520	256	520	520	30 Lockers.
Women's Locker Room				1	1	1	10	20	200	185	200	200	10 Lockers.
Group Total	0	0	0							521	1150	1150	
Shared													
Mud Room Vestibule / Ready Room				0	1	1	8	14	112	85	112	112	Access from secured parking w/ auto slide doors, includes 15x equipment storage cubbies.
Supply Storage				0	1	1	5	5	25	81	25	25	Misc storage requirements.
Break Room				1	1	1	12	16	192	216	192	192	Room for 2-4x people, 1 RF, 2 MW, 1 DW, 1 GD, 1 RG, adjacent to Council Chamber.
Physical Training Room				0	1	1	20	20	400	0	400	400	Shared with City Hall.
Laundry Closet				0	1	1	6	8	48	0	48	48	
Group Total	0	0	0							382	777	777	
SUBTOTAL	0	0	0							903	1927	1927	
GENERAL CIRCULATION (20%)										258	385	385	
TOTAL SQUARE FOOTAGE *(Police Support Functions)*										1161	2312	2312	

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2023	2033	Exist	2023	2033	W	L	Area	Exist	2023	2033	
Department: Exterior Requirements													
Public Parking													
Public Parking - City Hall				0	30	30	9	18	162	0	4860	4860	
Public Parking - Police Department				0	5	5	9	18	162	0	810	810	
Staff Parking - City Hall				0	12	12	9	18	162	0	1944	1944	
Bicycle Parking				0	10	10	4	6	24	0	240	240	
Group Total				0	47	47				0	2994	2994	
Secured Parking													
Police Personal Vehicles				0	8	12	9	18	162	0	1296	1944	
Squad Vehicle Parking / Patrol				5	6	8	10	20	200	810	1200	1600	Covered.
Detectives' Vehicle Parking				0	2	3	10	20	200	0	400	600	Covered.
Sergeant Vehicle Parking				0	1	1	10	20	200	0	200	200	Covered.
Chief's Vehicle Parking				0	1	1	10	20	200	0	200	200	Covered.
Code Enforcement Parking				0	1	2	10	20	200	0	200	400	Covered.
Admin Vehicle Parking				0	1	1	10	20	200	0	200	200	
Radar Trailer				0	1	1	10	20	200	0	200	200	
K-9 Parking				0	1	1	10	20	200	0	200	200	
Emergency Generator				1	1	1	15	25	375	100	375	375	Includes 4'-0" clearances, concrete pad required.
Trash/Recycling				0	1	1	10	20	200	0	200	200	Verify trash requirements with provider.
Bicycle Storage / Impound				0	1	1	20	20	400	0	400	400	50x bicycles, covered.
Group Total				5	22	30				910	5071	6519	
SUBTOTAL										910	8065	9513	
GENERAL CIRCULATION (100%)										228	8065	9513	
TOTAL SQUARE FOOTAGE *(Exterior Requirements)*										1138	16130	19026	

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GROUP MACKENZIE

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Group Mackenzie, Incorporated

Architecture
Interiors
Structural Engineering
Civil Engineering
Land Use Planning
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Landscape Architecture

Locations:
Portland, Oregon
Seattle, Washington
Vancouver, Washington

January 15, 2013

City of Gladstone
Attention: Peter Boyce, City Administrator
525 Portland Avenue
Gladstone, OR 97027

Re: **Gladstone City Hall and Police Department**
Preliminary Cost Analysis
Project Number 2120509.01

Dear Mr. Boyce:

Following completion of the Gladstone City Hall and Police Department Needs Assessment Report, and upon your request, we have prepared and provided the following high level cost projections for two possible scenarios for new construction of an approximately 18,000 square foot City Hall and Police Department facility. Note that these scenarios are preliminary in scope and reflect Group Mackenzie's professional experience with comparable facilities completed within the past ten years. These preliminary costs have been projected as a low and high range for each option to allow for construction, design, and unforeseen project variations and are being provided for preliminary planning only.

As it pertains to the Options A and B, the following assumptions have been taken into account in the development of each option:

Construction Cost:

- Scope includes construction for the building and site improvements.
- General conditions, bonds and insurance, overhead and profit, and design contingencies are included in the general construction cost.
- Construction duration is anticipated to take 10 to 12 months for Option A. 8 to 10 months for Option B.
- Construction type for each option is anticipated to consist of a masonry exterior envelope, structural steel framing, high performance glazing and roofing systems, and high efficiency mechanical, plumbing, and electrical systems.

Consultant Cost:

- Scope includes Architectural and Engineering (A/E) design and construction fees, owner's project manager fees, and allowances for marketing materials, topography, and boundary surveys, special inspections, and geotechnical services.
- A/E fees are assumed at 8-10% of construction costs and include reimbursables at 10% of the design fees.

- Environmental services, hazardous material surveys, commissioning, and arborists services are excluded.

Owner Cost:

- Scope includes fixtures, furniture and equipment, Police duty lockers, compact shelving, moving allowance, and/or temporary facilities costs.
- Furniture, Fixtures, and Equipment includes costs for furniture, appliances, and signage.
- Permit fees have been excluded at the request of the City.
- LEED, commissioning, environmental impact charges, Bond fees, and off-site improvements are excluded.

Land Cost:

- Both options are on City owned property resulting in no additional cost.

The Low / High Estimate assumptions include:

- 10 % / 15% design contingency
- 1 % / 2% of construction cost for the owner's project manager
- 4 % / 6% contractor general conditions
- 1 % / 2% construction escalation

Option A: Existing City Hall and Police Department Site

Option A revolves around the evaluation of the existing 9,918 square foot, two-story City Hall and Police Department located at 525 Portland Avenue. The site itself is limited to the building foot print and five adjacent surface parking stalls currently utilized for police patrol vehicles. City Staff, Police, and the public are required to utilize street parking.

Based on the January 2, 2013 Needs Assessment Report, this option has been evaluated for a 18,000 square foot combined facility that would consist of demolition of the existing building and construction of a new facility. Due to the site constraints the new facility would comprise of a two and a half to three story structure over one level of surface parking that would be utilized to provide secure parking for police patrol and operations vehicles. Due to city zoning restriction for height allowances to exceed 35 feet would require a variance or exception. Based on the approximate size of the site and dependent on design developments, it is anticipated that the site could potentially house 15 to 20 parking stalls.

As part of this option the existing building would be demolished to allow for new construction. Due to the age of the existing facility it is highly probable that hazardous construction materials exist and would require remediation at the time of demolition. In addition, during demolition and construction of the new facility, City and Police staff and operations would be required to relocate and operate out of temporary facilities for duration of approximately 10 to 12 months.

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Advantages to maintaining City services at the existing site include the following.

- The site is City owned
- Maintaining City services within the downtown core
- Preserving community way finding for City services
- Site is flat and requires minimum site development
- Site contains required utilities necessary
- Site is located on a corner and is visually prominent
- Police emergency facilities are directly adjacent the Fire Department

Disadvantages to maintaining City services at the existing site include the following.

- The site is limited in size and cannot support the required parking needs of Police, City Staff, or the public without building on top of parking.
- Site restraints will require construction of a two and a half story facility to accommodate projected square footage growth, which increases construction cost.
- In order to accommodate and secure a portion of Police operational vehicles, the ground level will need to consist of below structure parking. This would begin to segregate Police and City functions with the upper stories and reduce effective public engagement, while increasing construction costs.
- The available floor plate size would require that the Police Department be split between floors, which can negatively affect operations.
- City staff and police operations would have to relocate and operate out of temporary facilities during demolition and construction. This will increase owner expenditures, while also disrupting public interaction.

Option A: Preliminary Costs

	LOW	**HIGH**
Construction Costs:	$5,535,799	$6,518,432
Consultant Costs:	$603,234	$931,241
Owner Costs:	$381,188	$542,344
Land Costs:	$0	$0
Total Project Costs Range:	$6,520,221	$7,992,017

Option B: Webster Site

Option B revolves around the evaluation of the City owned property located at North of 18275 Webster Road. The site itself appears to be large enough to support a single story facility with surface parking. Dependent on continued development for the library, there may be opportunities to co-locate facilities within the single site and share staff and public parking demands.

As with Option A, this option has been evaluated for 18,000 square foot combined facility that would consist of new construction of a new City Hall and Police Department. Due to the available site it is recommended that a single story facility with surface parking be evaluated to reduce development costs. It is recommended that the site, if further considered, be master planned to house the City Hall, Police Department, and Library on a single site. As part of this option, development of a new building on the Webster site would allow existing City Hall and Police Department operations to continue uninterrupted during construction.

Advantages to development on the Webster site include the following.

- The site is City owned
- Site is undeveloped and allows for optimized design and site development options
- Size of site can allow for a single story facility with surface parking, which reduces development costs.
- If the library is maintained on the site and co-located, there would be an opportunity to create a civic center with shared parking
- City and Police operations can be maintained during the construction duration at current location

Disadvantages to development on the Webster site include the following.

- Relocation of City Hall and Police Department functions to the Webster site removes city functions from the city core.
- Prior library design development has progressed to a level that may require design modifications to allow for co-location of City Hall and Police Department onsite.
- Based on preliminary data provided on the site, the site will present construction challenges and potential cost premiums due to existing bedrock.
- The site is home to areas of substantial topography, which will limit development opportunities and potentially increase construction costs.

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Option B: Preliminary Costs

	LOW	HIGH
Construction Costs:	$4,329,446	$5,198,726
Consultant Costs:	$481,725	$756,351
Owner Costs:	$311,672	$443,834
Land Costs:	$0	$0
Total Project Costs Range:	$5,122,843	$6,398,911

We are pleased to provide continued assistance to the City of Gladstone. If you have any questions or require further assistance please don't hesitate to request our services.

Sincerely,

Jeff R. Humphreys, Architect
Associate Principal

City of Gladstone
Staff Report

To: City Council

From: Jolene Morishita, Assistant City Administrator

Meeting Date: August 12, 2014

AGENDA ITEM
Review Webster Road Property

STAFF RECOMMENDED ACTION
No recommendation

BACKGROUND
At the May 25 and June 10 Council meetings, the Council requested a review the Webster Road property by the Planning Commission. Specifically, the request was to review the property for allowed uses and determine if the current designation of zoning (Community Commercial) is appropriate, should the City decide to sell the property. At the July 15, 2014, Planning Commission Meeting, this topic was discussed. The Planning Commission determined that the property is properly designated. However, if the Council would like to give the Planning Commission a more specific task, i.e. refining specific restrictions when/if the City decides to sell this property, they are happy to do so.

COST IMPACT
None at this time.

INFORMATION ONLY

Current City Project Status

Responsibility (R1-R3)& Authority A1-A3)											
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3- Advisory Committee	R3 - Project Leader	Department	Project Type	PROJECT	START DATE	GOAL COMP. DATE	STATUS
								Current & Ongoing Projects			
PB					PB		Budget	Amend Budget to Increase Expenditures in Parks Department	July 2014	Sept. 2014	July City Council requested budget change.
PB					IG	Library	Misc. Projects	Library Credit Cards	June 2014	Sept. 2014	Adding credit/debit cards as a payment option. Reviewing security of system with LINC and City IT staff.
PB					JP/JM	Police Dept.	Misc. Projects	Reevaluating Non-Dept. Personnel Access to PD and Court	June 2014		Restricting number of key fobs to PD and Court to essential personnel only
PB					JM/PB	Admin		Electronic Time Sheet & Adjustment of Pay period	June 2014		In conjunction with Springbrook software update. Discussing proposed changes with Unions
PB			CC		PB	City Hall	Misc. Projects	Developing Update for the Transportation System/Pavement Master Plan		TBD	Preparing RFP
PB			CC		PB	City Hall	Capital Projects	Managing Rinearson Pond Project	2013	On Going	Proposed construction 2015
PB			CC		PB	City Hall	Capital Projects	Reviewing Options for City Hall/Police Facilities – On Going	08/14/12	On Going	Council to consider proposal at September meeting.
PB			CC		JM	City Hall	Capital Projects	Patching Leaks in City Hall / Police Station Roof –	08/14/12	On Going	Three Leaks Repaired This Winter Along With Replacing Some Drywall in Police Station. City Council authorized staff to bid patching the roof.
PB			CC		ST	PW	Capital Projects	Construction Project Barclay and Howell	July 2014	Sept 2014	Construction in progress
PB	CS		CC		PB	City Hall	Misc. Projects	Implementing New Fee Schedule with Supporting Ordinances	On Going	On Going	Completing as needed

Current City Project Status

Responsibility (R1-R3)& Authority A1-A3)											
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3- Advisory Committee	R3 - Project Leader	Department	Project Type	PROJECT	START DATE	GOAL COMP. DATE	STATUS
PB	CS		CC		PB	City Hall	Capital Projects	2014 Pavement Rehabilitation Project	07/01/13		City Council will consider at Sept Meeting
PB			CC		PB	City Hall	Misc. Projects	Inter-Government Agencies:- Negotiating IGA with Oak Lodge Sanitary District		Open	Waiting on Response from Oak Lodge Sanitary District
PB			CC		PB	City Hall	Misc. Projects	Inter-Government Agencies:- Negotiating IGA with Clackamas County		Open	Planning, Building Inspection, Erosion Control. Waiting on response from County
PB	CS		CC		PB	City Hall	Misc. Projects	Lake Oswego-Tigard Water Line Project			Construction in progress
PB			CC		MF	Fire Dept.	Council Require-mint	Fire Department Operations and Public Policy Plan.	11/12/13		An approved policy as noted in the City Council Guidebook
PB			CC		IG	Library	Facility Upgrade	Planning and Implementing Library Improvement Projects as included on an "Immediate Critical Repairs" list sent to outside Engineering & Contractors to determine facility repair needs..	07/09/13	On Going	Several Projects have been completed with community & City Administration support.
PB			CC		PB	Library	Facility Upgrade	New Library Plan - Coordinating with Clackamas County Staff Regarding Library Facility		Ongoing	Waiting for November election results
PB			CC		IG	Library	Council Require-ment	Library Operations and Public Policy Plan.	11/12/13	October 2014	Policy submitted to Administration under review
PB			CC		ST	Public Works-Misc.	Council Require-ment	Public Works Operations and Public Policy Plan that Includes All Public Works Operations	11/12/13		An approved policy as noted in the City Council Guidebook

Responsibility (R1-R3)& Authority A1-A3)											
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3- Advisory Committee	R3 - Project Leader	Department	Project Type	PROJECT	START DATE	GOAL COMP. DATE	STATUS
PB			CC	AC	ST	Public Works-Park & Recre.	Support	BMX Bike Track Proposal for Meldrum Bar Park – Reviewing with Park And Recreation Committee	2013		Staff evaluating insurance issue and park conflicts. Park and Rec Board to advise in April. Park and Rec Board wants to move forward with project. Working on agreement with proposer.
PB	CS		CC		ST	Public Works-Park & Recre.	Support	Dog Park	04/12/11		Council adopted site in Meldrum Bar Park
PB			CC		ST	Public Works-Sewer	Master Plan	Sanitary Sewer Master Plan			RFP approved by City Council. Readvertising due to only one submittal received.
PB			CC		ST	Public Works-Storm Sewer	Master Plan	Stormwater and Water Master Plan Development		08/01/14	Master Plans not completed by August 31st due date. Discuss with city council in executive session.
PB			CC		RB	Senior Center	Council Require-ment	Senior Center Operations and Public Policy Plan.	11/12/13		Policy submitted to Administration for review
PB					JM	Admin	Admin	Implementing New Springbrook Software	,Jan 14	On going	Implementing software upgrade. Effects finance, payroll, utility billing and business licenses
PB					PB	Admin	Staffing	Filling Finance Clerk Vacancy	July 2014	October 2014	Reviewing applications
								Completed Projects			

Current City Project Status

Responsibility (R1-R3)& Authority A1-A3)											
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3- Advisory Committee	R3 - Project Leader	Department	Project Type	PROJECT	START DATE	GOAL COMP. DATE	STATUS
PB			CC		IG	Library	Personne	Working with American Federation of State and Municipal Employees (AFSME) regarding Personnel Issue		On Going	Completed
PB	CS		CC		PB	City Hall	Budget	FY 2015 Budget Process	Jan 2014	June-14	Completed
PB			CC		SM	Fire Dept.	Equip.	Purchase of New Fire Engine	07/09/13	July 2014	Completed
PB			CC	AC	ST	Public Works-Traffic Safety	Traffic Safety	Purchase and Install Flashing Signs at Oatfield & Ridgegate Dr.	02/11/14	August 2014	Completed
PB					JM	Admin	Misc. Projects	Gladstone Cultural Festival	January 2014	August 2014	Completed
PB					PB	Admin	Admin	Filling City Council Vacancy	April 2014		Completed
PB			CC		JP	Police Dept.	Equip.	Purchase of Two New Patrol Vehicles	02/11/14	August 2014	Completed

Current City Project Status

Responsibility (R1-R3)& Authority A1-A3)											
R1 - City Admin. / ACA	R2 - City Staff	A1 - Voters	A2 - City Council	A3- Advisory Committee	R3 - Project Leader	Department	Project Type	PROJECT	START DATE	GOAL COMP. DATE	STATUS

Peter Boyce

From: Monte, Stan <StanMon@co.clackamas.or.us>
Sent: Thursday, September 04, 2014 7:54 AM
To: Peter Boyce
Subject: FW: Thank you

Pete,
Just thought I would share with you and the Council one of the comments received from an outside agency that adds to my pride in Gladstone's Volunteer Fire Department.

Also attached is short article from the Portland Tribune on the Rowena Fire – Conflagration in the Dalles that our department went on earlier in the month.
Thank you
Stan Monte
Chief

From: David Kleinke [mailto:dakleinke@comcast.net]
Sent: Friday, August 29, 2014 5:00 PM
To: Mike Funk; Randy Hopperstad
Cc: Bence, Willie R.; Chapman, Jessica K.; Welch, Erica; dakleinke@gmail.com
Subject: Thank you

Hello Michael and Randy,

Thank you for engaging the Red Cross in assisting the folks impacted by the fire yesterday. Your desire to help the family was not only evident in this action but by the caring assistance you provided them. I was very impressed with the attention you both gave to ensuring the family was cared for during and after the fire. You paid attention to small things that make a big difference – like the eye glasses which you secured out of the apartment and worked to clean for the father. Bob and I also greatly appreciated the support you provided us in attending to the family's immediate needs. You made our job much easier. The Citizens of Gladstone are quite fortunate to have you looking after them.

If you would like to have one of us come down and talk about what the Red Cross provides disaster victims and our process please let me know. We'd be happy to share.

It was a pleasure to work alongside each of you.

Again, thank you!

David

David Kleinke
DAT Captain, Clackamas County Disaster Action Team
American Red Cross - Oregon Trails Chapter
dakleinke@gmail.com
503 657-0762 (Home)
503 799-1777 (mobile)

PHOTO BY: JEFF SMITH

Residents of The Dalles express their support for the statewide effort to control the Rowena Fire, which included a large group from Clackamas County.

Brave souls return to county from Rowena fire

Local firefighters help keep gorge safe from enormous blaze

By RAYMOND RENDLEMAN
The Clackamas Review

Firefighters from the Clackamas County Task Force arrived in Rowena, just west of The Dalles, Aug. 6 with the wildfire completely out of control. By the time they left on Aug. 9, the fire was 65 percent contained.

They worked throughout the night to achieve goals that included providing evacuation instructions to affected people in a timely manner in conjunction with Wasco County Sheriff's Office. Through triage and preparation of homes in the immediate vicinity of Rowena Fire, they managed to keep the blaze south of Interstate 84, east of Canyon Way, north of Ortley, and west of Hidden Valley. The 3,680-acre fire that started Aug. 5 caused only an estimated $4.3 million in damage; although hundreds of homes were evacuated, only one burned. If you drive through the area, it's remarkable to see how many homes remain standing amid a circle of charred earth.

Clackamas County firefighters are active participants in the Oregon State Fire Service Mobilization Plan that is designed to respond to wildfires in Oregon and Washington. The governor activated the Conflagration Act for the Rowena Fire to help protect nearby homes.

When the Clackamas County Fire Defense Board was notified of the need for a task force from Clackamas County to assist with protecting these homes, they joined some other counties that deployed resources to assist with fire suppression. Clacka-

See FIREFIGHTERS / Page 10

Rowena: Local fire response will continue

From page 1

mas County's task force consisted of a task-force leader from Clackamas Fire District No. 1, a water tender from Estacada Fire District, and Type 1 engine companies from Clackamas Fire, Tualatin Valley Fire and Rescue, the Canby Fire District and the Gladstone Fire Department. Gladstone's crew consisted of Battalion Chief Jeff Smith, who is Gladstone's volunteer coordinator, (21 years of service), Lt. Kirk Stempel (nine years of service), Lt. Jeramy Brenner (five years of service) and Apparatus Operator Zak DeLair (three years of service).

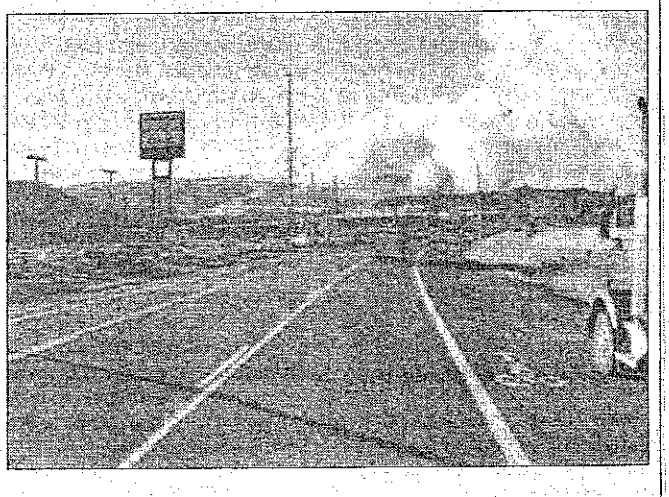
"Gladstone Fire is proud to serve and be a part of the Clackamas County Task Force and will continue our commitment to protect lives and property for our community and the rest of the state," Smith said.

Other objectives they achieved included minimizing cost and acres/structures burned by using direct suppression strategies and tactics when possible. They maintained firefighter and public safety by assuring adequate briefings and implementing standard mitigation measures.

> **"Gladstone Fire is proud to serve and be a part of the Clackamas County Task Force and will continue our commitment to protect lives and property for our community and the rest of the state."**
>
> *— Jeff Smith, Gladstone volunteer coordinator*

Kevin Gorman, executive director of the Friends of the Columbia Gorge, offered "huge kudos" to the firefighters this week and said the damage could have been much worse if the response hadn't been so effective or if the area were more developed.

"We have gone hard at this fire for all the right reasons," said Oregon Department of Forestry Incident Commander John Buckman.

PHOTOS COURTESY JEFF SMITH

Among the Clackamas County crews arriving at the Rowena Fire were, from left, Jeramy Brenner, Jeff Smith, Zak DeLair, Kirk Stempel.