Council Business Meeting Agenda

ASHLAND CITY COUNCIL
BUSINESS MEETING AGENDA
Tuesday, June 16, 2026
Council Chambers, 1175 E Main Street

Live stream via RVTV Prime at rvtv.sou.edu or broadcast on Spectrum 180.

Public comment is welcome on public forum topics and agenda items.
To **speak electronically** during the meeting or to submit **written comments** in advance, please complete the online Public Comment Form by 10 a.m. the day of the meeting.

I. EXECUTIVE SESSION 4:00 p.m.
To conduct deliberations with persons designated by the governing body to negotiate real property transactions pursuant to ORS 192.660 (2)(e).

II. CALL TO ORDER 6:00 pm

a. Land Acknowledgement**

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. MAYOR'S / CHAIR OF THE COUNCIL ANNOUNCEMENT

a. A Proclamation for Bee City USA Pollinator Week.

VI. APPROVAL OF MINUTES

a. Minutes of the June 1, 2026 – Study Session Meeting
b. Minutes of the June 2, 2026 - Business Meeting
c. Minutes of the June 3, 2026 - Joint Council and Parks Study Session Meeting

VII. CONSENT AGENDA

a. Committee Member Appointment

VIII. SPECIAL PRESENTATIONS

IX. PUBLIC FORUM

X. PUBLIC HEARING

a. First Reading of Ordinance 3305 Amending AMC 6.04 Business Licenses
b. Public Hearing and First Reading of Ordinances 3296, 3297, 3298, and 3306 Establishing the Manufactured Home Park Zone (MHPZ), Amending Manufactured Housing Development Standards, Adopting Related Comprehensive Plan and Zoning Map Amendments, and Establishing Manufactured Home Park Resident Protections
c. Public Hearing- Legislative Planning Action PA-T1-2026-00297 a request for a “similar use” interpretation as provided at AMC 18.1.5.040 regarding the distinction between “private parking” and “public parking” as a regulated use.

XI. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. Approval of a Construction Contract with Knife River Materials for the Ashland Municipal Airport Pavement Rehabilitation Project

b. Approval of a Construction Contract with Knife River Materials for the Hunter Park Tennis Court Rehabilitation Project #000864

c. Approval of a Construction Contract with Outlier Construction LLC for the East Main Street Community Park Phase One Park Improvements

d. Approval of a Construction Contract with Pilot Rock Excavation Inc. for the East Main Street Community Park Public Improvements

e. Resolution 2026-13 - Placing the Fremont Cottonwood at 380 Clay Street on the City of Ashland Heritage Tree List

f. Resolution 2026-14 - Relating to Solid Waste Management Service Rates and repealing Resolution No. 2025-14

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

a. Development of Concept Plan & Management Plan for the Madrone Ridge Property

b. Consideration of Temporary Halt on City Herbicide Use in Parking Lots, Medians, and Curb Strips

c. Proposed Ordinance: Utility bill fees

d. Proposed Resolution: Public Meeting Records Policy - Video Recording, Ownership, Retention and Access; Minutes Content Standards

XIV. CITY MANAGER REPORT

a. Look Ahead

b. Administrative Services Director

XV. OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

XVI. ADJOURNMENT

If you need special assistance to participate in this meeting, please contact Alissa Kolodzinski at recorder@ashlandoregon.gov or 541.488.5307 (TTY phone number 1.800.735.2900). Notification at least three business days before the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting in compliance with the Americans with Disabilities Act.

* Items on the Agenda not considered due to time constraints are automatically continued to the next regularly scheduled Council meeting [AMC 2.04.030.(D)(3)]

**** LAND ACKNOWLEDGEMENT**

We acknowledge and honor the aboriginal people on whose ancestral homelands we work—the Ikirakutsum Band of the Shasta Nation, as well as the diverse and vibrant Native communities who make their home here today. We honor the first stewards in the Rogue Valley and the lands we love and depend on: Tribes with ancestral lands in and surrounding the geography of the Ashland Watershed include the original past, present and future indigenous inhabitants of the Shasta, Takelma, and Athabaskan people. We also recognize and acknowledge the Shasta village of K'wakhakha - "Where the Crow Lights" - that is now the Ashland City Plaza.

Council Business Meeting Agenda

***Agendas and minutes for City of Ashland Council, Commission and Committee meetings may be found at the City website, ashlandoregon.gov.

A PROCLAMATION FOR BEE CITY USA POLLINATOR WEEK

WHEREAS, pollinators such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, the City of Ashland manages parks, public landscaping, and other public lands that may include greenways and wildlife habitats; and

WHEREAS, the City of Ashland provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats; and

NOW, THEREFORE, I, Tonya Graham, Mayor of the City of Ashland, do hereby proclaim the week of June 22-28, 2026, as **National Pollinator Week** in the City of Ashland and, as Ashland is an affiliate of **Bee City USA ®** urge all citizens to learn more about how to make Ashland a more welcoming home to our pollinator friends.

Dated the 16th day of June 2026

Tonya Graham, Mayor

Alissa Kolodzinski, City Recorder

ASHLAND CITY COUNCIL
STUDY SESSION MINUTES
Monday, June 1, 2026

Mayor Grahan called the meeting to order at 5:31 p.m.

Council Present: Mayor Graham and Councilors Bloom, Dahle, DuQuenne, Hansen, Kaplan, and Sherrell.
Staff Present:

Sabrina Cotta	City Manager
Alissa Kolodzinski	City Recorder
Brandon Goldman	Community Development Director
Derek Severson	Planning Supervisor
Marshall Rasor	Fire Chief
Mark Shay	Deputy Fire Chief
Chris Chambers	Forestry Officer

I. Call to Order

II. Reports and Presentations

a. *Update regarding State-mandated Land Use Ordinance Amendments Update – Senate Bill 974 and House Bill 2138*

Goldman and Severson presented an informational overview (see attached).

- SB 974, adopted by the 2025 Oregon Legislature, transfers "urban housing applications" from public hearings to staff-level review, with appeals to the Planning Commission and Land Use Board of Appeals (LUBA), bypassing City Council as an appellate body.
- The City's existing 120-day timeline for processing decisions remains in place for most applications; affordable housing applications are reduced to 100 days.
- Zone changes and comprehensive plan amendments present a legal conflict between SB 974 and existing ORS 227, which requires a public hearing for ordinance adoption. Pending DLCD rulemaking guidance, the Planning Commission recommended maintaining existing procedures for zone changes.
- DLCD will begin rulemaking in January 2027; the City is required to adopt code amendments prior to that date. The bill takes effect July 1, 2026. Staff anticipate bringing amendments to the Planning Commission in July and to Council on August 18.
- A discretionary change is proposed to raise the threshold for Type 2 subdivision review from 10 units to 20 units, allowing larger projects to receive administrative approval with lower application fees (an estimated savings of approximately $1,500 per applicant).
- Design standards in the North Mountain Neighborhood Mixed-Use Area are proposed to be suspended consistent with SB 974's sunset date of January 2, 2033, rather than being permanently removed, in order to preserve neighborhood design continuity for the majority of the already-built-out area.
- SB 974 also includes provisions that could deter frivolous appeals: LUBA may award attorney fees against a party that appeals a decision meeting clear and objective standards without valid grounds.

House Bill 2138 – Single Room Occupancy Housing**:**

- HB 2138 requires cities to expressly permit Single Room Occupancy (SRO) housing in all zones where multifamily housing is allowed (R-2 and R-3 zones). SROs require either shared bathrooms or a shared kitchen, distinguishing them from studio apartments.
- Ashland has no current code definition for SROs, though similar housing has been approved in practice. Staff must conduct a code audit and draft amendments for Planning Commission and Council adoption. The operative date under state law is January 1, 2027, with DLCD rulemaking to follow in 2028.

Councilors asked whether these changes might meaningfully accelerate housing production. Goldman noted that market forces likely have a greater impact than processing timelines, though expedited reviews reduce holding costs for developers. Severson noted that one developer had informally indicated intent to submit applications once the new process takes effect.

b. Community Wildfire Resilience Bond

Cotta introduced the item and Graham provided context, noting that Woolsey McKernon of Viridian Ecosystems had approached the City about financing mechanisms for wildfire risk reduction. Chambers provided background, highlighting that the Community Wildfire Protection Plan (CWPP), signed and executed in October 2025, identified funding as its greatest barrier. Federal grant availability (particularly the Community Wildfire Defense Grant) has stalled, and state grant programs, while promising, remain limited and competitive.

McKernon presented a proposal for a Community Wildfire Resilience Bond, framed around the concept that forests and wildfire-protective infrastructure could be financed as public infrastructure through municipal bond mechanisms (presentation attached). Key elements of the presentation included:

- Approximately $1 million per year is allocated through the existing $7/month water surcharge, which at that rate would take an estimated 241 years to achieve full community resilience.
- Three bond scenarios were modeled: *Base case:* Bond the existing $7/month fee to raise $10 million, focused on home hardening only, with no grant assumption. *CWPP case (full scope)*: A $154 million bond to harden 90% of homes at $6,600/structure and treat all remaining acreage, equating approximately $67/month per water meter customer. *Recommended middle case:* A $48 million bond (net with a $10 million grant assumption) targeting 50% of homes at $3,000/structure, treating the remaining 7,000 acres, and including 30 years of vegetation maintenance, equating approximately $33/month, or $392/year.
- A revenue bond (Council-authorized, faster to market, but potentially regressive) versus a general obligation bond (voter-approved, lowest interest rates, backed by full faith and credit of the City, potentially structured as a first-of-its-kind green bond). Sub 4% interest rates were cited for a general obligation bond context; slightly above that for a revenue bond. A 30-year term was referenced for modeling purposes.
- Primary outcome was framed as insurability: Ensuring residents retain access to homeowner's insurance and can continue to meet mortgage obligations.

Councilors raised concerns about the potential drawbacks of issuing a revenue bond, specifically that it could lock in the wildfire fee for the bond's duration, making it difficult for future councils to eliminate. Discussion included the need to address key design questions related to the bond structure (revenue vs. general obligation), payment mechanism (flat utility fee vs. assessed value), allocation model (grants vs. loans, and target recipients), and geographic scope (in-city vs. watershed). Financial burdens on lower-income residents were highlighted, particularly the potential increase from $7 to $33 per month, suggesting that such measures might be better suited for voter approval rather than Council authorization. Additionally, the importance of linking bonds to measurable outcomes was emphasized, along with exploring cooperation with fire districts or considering a county-level bond to prevent overlapping efforts.

Cotta indicated that staff would need clarity on which financing mechanisms to model before committing resources. Graham asked the Council whether it wished to authorize a working group to assess multiple pathways and come back with clarified options for the Council's further consideration and decision.

The Council decided unanimously to extend the meeting by 15 minutes

Graham conducted an informal poll of Council members on authorizing a working group. Each Council member except DuQuenne agreed with the creation of a working group. Graham indicated she would serve on the working group and invited one to two additional Councilors to join, with interested members asked to contact her directly.

III. Adjournment

The meeting was adjourned at 7:15 pm.

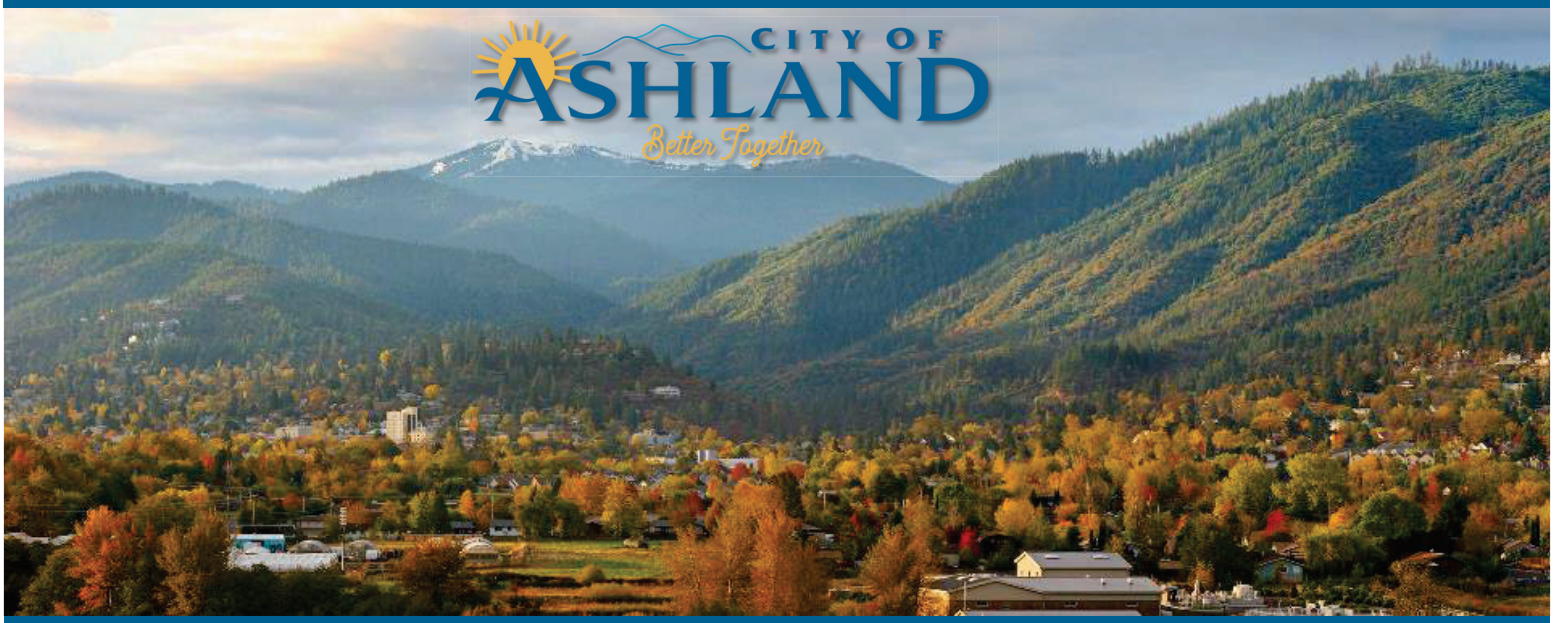
III. EXECUTIVE SESSION

To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing pursuant to ORS 192.660 (2)(i).

In attendance: Mayor Graham and Councilors Dahle, Bloom, DuQuenne, Hansen, Sherrell, and Kaplan. Staff Present: Johan Pietila and Carmel Zahran. Media present. Kayla Heffner from Ashland.news and Emma Maple from the Daily Courier.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham



Ashland City Council
June 1, 2026

SB 974 Implementation

- Overview of Senate Bill 974
  - How does SB 974 change local land use decision making procedures
  - Challenges for implementation
  - Outline the next steps in the legislative amendment process
- Overview of House Bill 2138

SB 974

SENATE BILL 974: OVERVIEW

A 2025 State Housing Legislation Focused on Process

LEGISLATIVE INTENT:
Reduce delays in local land use review and create more predictable, efficient pathways for needed housing.

SB 974 IS ABOUT PROCESS, NOT STANDARDS

REDUCE DELAYS
Limit multiple hearings and lengthy discretionary review processes.

CREATE PREDICTABILITY
Establish clear, consistent procedures for qualifying housing applications.

STREAMLINE REVIEW
Shift qualifying applications to administrative review with appeals.

EXPAND HOUSING OPTIONS
Remove procedural barriers that slow the production of needed housing.

SB 974

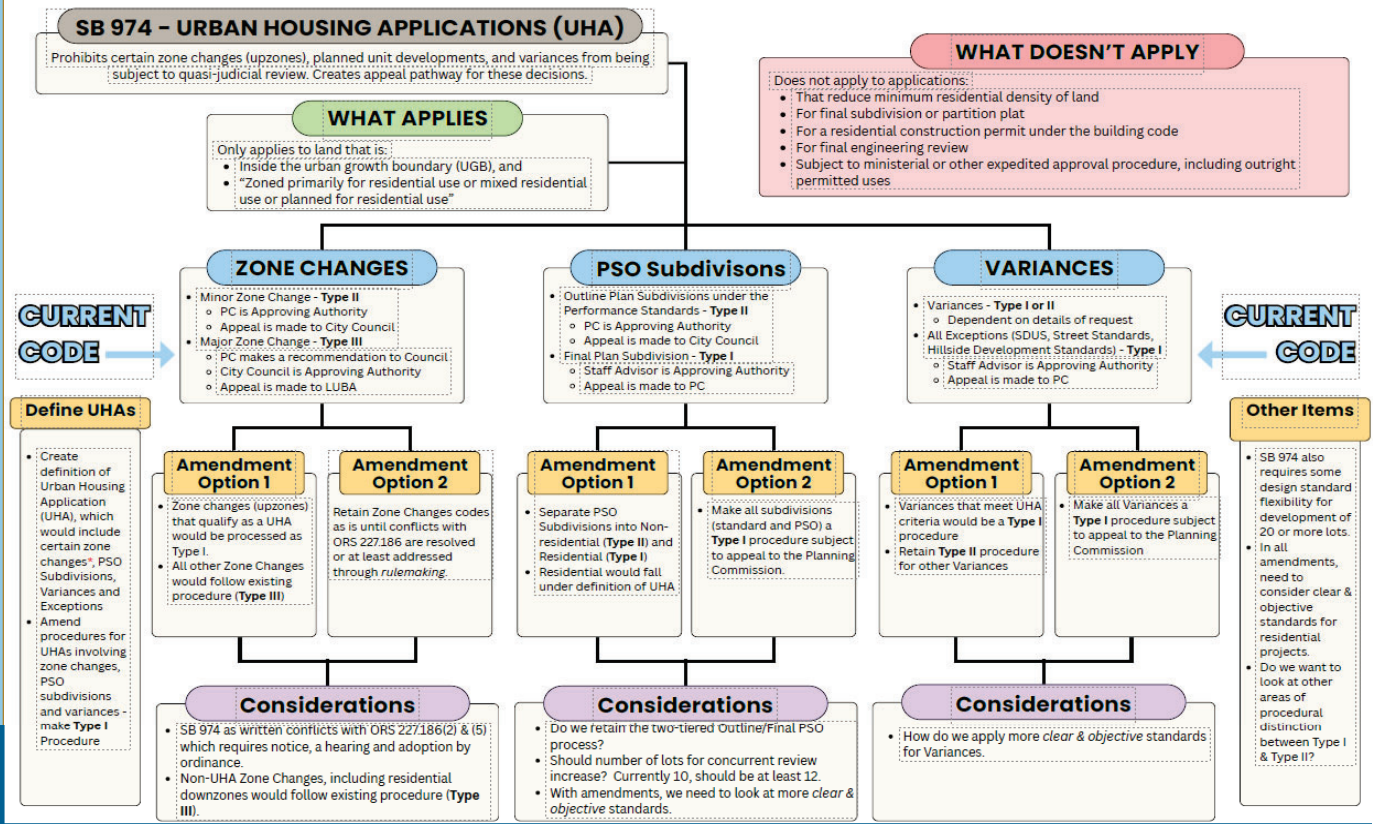
HOW DOES THIS CHANGE ASHLAND'S PROCESS?

SB 974 changes the local decision-making process for qualifying Urban Housing Applications.

CURRENT PROCESS	SB 974 PROCESS
STAFF REVIEW	STAFF DECISION *(Administrative)*
PLANNING COMMISSION HEARING (INITIAL)	PLANNING COMMISSION APPEAL *(Final Local Decision)*
CITY COUNCIL APPEAL	LUBA APPEAL
LUBA APPEAL	

Planning Commission becomes the final local decision maker for qualifying Urban Housing Applications.

SB 974



SB 974

Implementation Challenges

- Limited guidance from the State
- DLCD rulemaking not anticipated until 2027
- Potential conflicts with existing statutes remain unresolved
- Cities must implement before State rules are adopted

Ashland's Approach

- Adopt code amendments necessary for compliance
- Retain existing procedures where legal uncertainty exists
- Monitor future DLCD guidance and court decisions
- Applicants may utilize applicable state authorization provisions under Oregon law prior to completion of local code amendments, consistent with DLCD guidance
- Anticipate future ordinance refinements following rulemaking

SB 974

Challenges for implementation

SB 974

Planning Commission review

April 14, 2026

• Initial discussion of SB 974 implementation approaches

May 26, 2026

Study session reviewing draft ordinance concepts and implementation options:

- Urban Housing Applications
- PSO subdivision procedures
- Variance procedures
- Residential design standards
- Related code amendments

Planning Commission completed study session review and provided implementation feedback.

SB 974

Prepare adoption-ready ordinance amendments

- Planning Commission public hearing and recommendation
- City Council public hearing and ordinance adoption
- Ongoing monitoring of DLCD guidance, rulemaking, and case law

Goal

Bring the Ashland Land Use Ordinance into compliance with Senate Bill 974 and related state housing legislation.

- PC Public Hearing – July/August 2026
- CC Public Hearing - August/September 2026

HB 2138

HB 2138: LEGISLATIVE INTENT

Expanding Housing Options Through Statewide Authorization of SRO Housing

The Legislature enacted HB 2138 to increase the supply of lower cost housing by removing local barriers to the development of Single Room Occupancy (SRO) housing.

WHY SRO HOUSING MATTERS

INDIVIDUALS EXITING HOMELESSNESS

Stable, affordable homes can support successful transitions.

SENIORS ON FIXED INCOMES

Smaller units help stretch limited incomes.

YOUNG WORKERS

Housing near jobs supports local economies.

PERSONS WITH DISABILITIES

Accessible, affordable homes promote independence.

WHAT IS AN SRO?

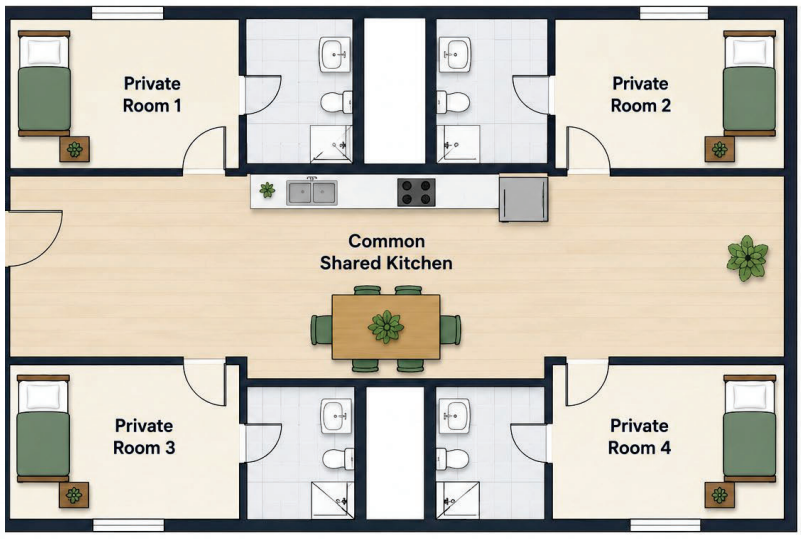
A **Single Room Occupancy (SRO)** is a type of housing in which individuals rent their own private room and share common facilities.

PRIVATE ROOMS
Each resident has their own private sleeping/living room.

PRIVATE BATHROOMS
Each room may have its own bathroom.

SHARED KITCHEN
Residents may share a common kitchen.

LOW COST HOUSING
SROs are often one of the lowest cost forms of permanent housing.



Single Room Occupancy defined

HB 2138: SINGLE ROOM OCCUPANCY (SRO) HOUSING

Expanding Housing Options Through Statewide Authorization

WHAT HB 2138 REQUIRES

ALLOW SROS WHERE MULTIFAMILY IS ALLOWED
Cities must permit SRO housing in areas where multifamily housing is permitted.

REASONABLE STANDARDS ONLY
Cities may apply objective, clear, and reasonable development standards.

NO EFFECTIVE PROHIBITIONS
Cities may not adopt standards or requirements that effectively prohibit SRO development.

SAME PROCEDURES
SRO applications must be processed using the same procedures applied to comparable multifamily housing.

LIMITS UNDER HB 2138

Cities may regulate SRO housing, but may not adopt standards that effectively prohibit SRO development. Examples of prohibited limitations include:

- Requiring all units to have private kitchens or bathrooms
- Minimum unit size requirements that cannot be met by SROs
- Occupancy limits that prevent SRO operations
- Parking requirements that make SROs infeasible
- Other standards that single out or unduly restrict SRO housing

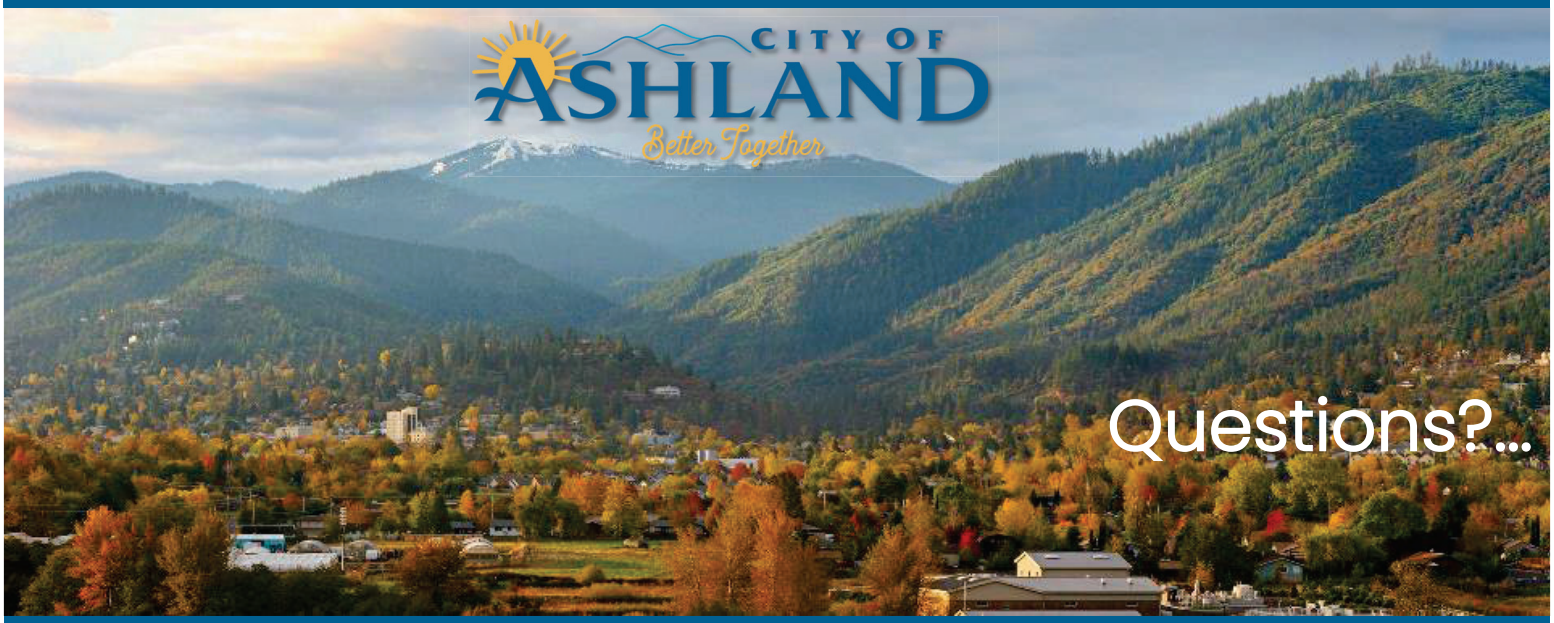
Requires Cities To

- Allow SROs where multifamily housing is permitted
- Apply reasonable and objective standards
- Avoid regulations that effectively prohibit SRO housing

Next Steps

- Review and amend local code for compliance
- Incorporate changes into upcoming ordinance package

Most of the HB 2138 provisions affecting middle housing and SROs become operative January 1, 2027. The bill specifically establishes implementation dates for local governments and directs LCDC/DLCD to complete additional rulemaking by January 1, 2028.



Ashland City Council
June 1, 2026

SB 974 and HB 2138

Building on Ashland's leadership

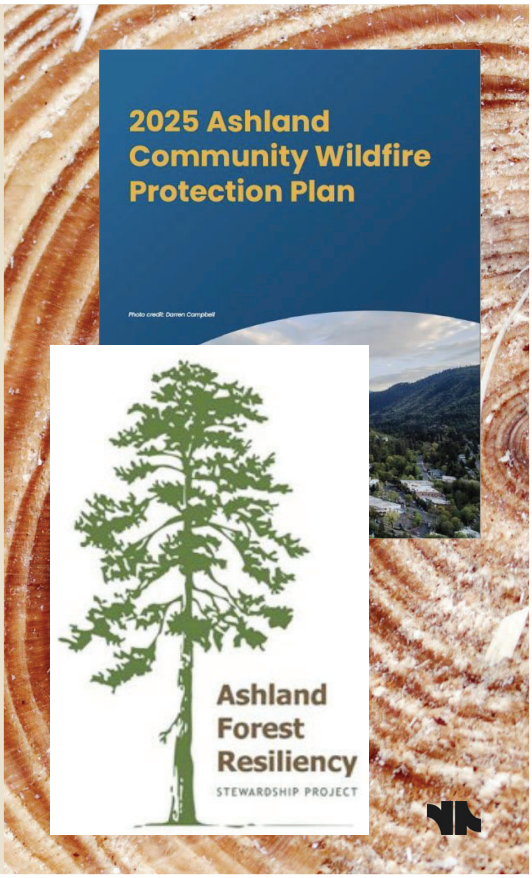
Deputy Chief Mark Shay, Ashland Fire & Rescue

What has already been built

- Ashland Forest Resiliency (AFR) - Decades of collaborative work with $35M raised and 14,000 acres treated.
- A community-rooted, science-backed, ambitious CWPP.
- Council-approved Wildfire Risk Reduction Fee - community resolve made into policy.
- $963k/year in dedicated local revenue against a ~10 year plan to be ready for the next big fire.

The gap - what's not funded yet

- CWPP identifies critical work measured in the tens of millions of dollars across housing, business, and critical infrastructure.
- Utility surcharge revenue alone will take decades to deliver and outside grants are dwindling and unreliable.
- Wildfire will not wait decades.



City of Ashland

Community Wildfire Resilience Bond

City Council Study Session: June 1, 2026

Presented by Woolsey McKernon, Ashland Resident

Disclaimer — Role of Viridian Ecosystems. *This presentation is prepared by Viridian Ecosystems LLC ("Viridian") in its capacity as a wildfire mitigation bond program developer and policy design consultant. Viridian is not acting as, and nothing in this memorandum constitutes the advice or services of, a municipal advisor, financial advisor, or underwriter as those terms are defined under Section 15B of the Securities Exchange Act of 1934 and MSRB Rule G-36. Nothing contained herein constitutes investment advice, a recommendation to issue or purchase securities, or an offer of municipal advisory services within the meaning of applicable federal securities laws or MSRB rules. The analysis and legislative recommendations in this memorandum reflect Viridian's program development expertise and are intended solely for internal strategy purposes; they should not be relied upon in lieu of advice from qualified legal, financial, or municipal advisory counsel.*

Why us? Why now?

VIRIDIAN

SOFRC
Southern Oregon Forest Restoration Collaborative

The Nature Conservancy™

Oregon State University

Viridian's Position

- We treat **forests and the communities they shelter as critical infrastructure** – like roads, hospitals, and utilities.
- We finance their maintenance and protection the way America has always financed infrastructure – through municipal bonds.
- We're your neighbors. We live with the same risk you do.
- We're already working with the partners Ashland trusts — TNC, SOFRC, and Oregon State.
- We can build resilience now, not over decades.
- Federal and state funding cycles come and go. A municipal bond doesn't.

Options to fund the CWPP

Status Quo	• $963k annually from the water fee ○ Will take decades to harden the community at this rate
Other Options	**Bank Loans:** Individual property owners leverage HELOCs or available capital. • What % of the community have the economic wherewithal? **Commercial PACE:** Property Assessed Clean Energy loan program for wildfire mitigation. • Only available in 6 counties across OR (not Jackson) and wildfire mitigation not eligible in OR. **BlueForest Bond:** a forest resiliency bond model operating in the Rogue Basin. • Could fund forestry work at the edge of Ashland's WUI, but doesn't cover home hardening or community outreach **Federal and State Grants:** Ashland has had a history pursuing publicly available grants • Less available, highly competitive and solely hoping for public funds is not a strategy.
Proposed	**Community Wildfire Resilience Bond:** • Leverages any and all sources of cost effective capital to best achieve the goals of the CWPP.

What is a municipal bond?

A 200+ year proven framework for community infrastructure finance

What it does	Front-loads capital today to accelerate Ashland's CWPP from a 10+ year pay-as-you-go program into a 3–5 year coordinated treatment effort to dramatically reduce wildfire risk.
How it works	Bond is sold to investors; proceeds fund treatment; the existing water surcharge (plus any approved supplement) services the repayment over the bond's term.
Bond term	Up to 30 years of resilience.
Repayment Source	Existing water meter surcharge ± modest supplement, depending on path chosen
What it is *not*	A blank check. A federal or state program. An obligation on the City's general fund - structure depends on the path the City chooses (slide 14).

In a word: city-issued bond - **secured by existing water meter surcharge** - raises capital today to fund decades of wildfire mitigation and is repaid over time from the fee residents are already paying.

Municipal bonds fund American infrastructure

- Since New York's 1812 Erie Canal bond, municipal bonds have funded the projects **no single generation could pay for in cash**
  - Golden Gate Bridge
  - Denver International Airport
- Used not just for concrete, but **a tool of environmental action**
  - Great Lakes restoration, Chicago water diversion
- **Ashland's place in this lineage:**
  - Big infrastructure isn't only for big cities.
  - Town of 21,000 has every legal tool a city of 2 million might have.
  - And in this case, Ashland has something most don't - a CWPP, a dedicated revenue stream, and a community that already pays - with their water bills - to protect itself.

A community the size of Ashland pioneering an approach - **residents and private markets filling a gap federal and state government cannot close alone.** ***We the People!***

Ashland's profile

- Strong municipal balance sheet
- Conservative existing debt utilization
- Surcharge revenue already authorized
- Creditworthy platform for a new issuance

Current credit profile

- $26M in outstanding debt*
- 28% lower than median/comps
- Measure 5/50 headroom: $2.661/$1k vs 3% cap on True Cash Value of property
- Aa3 credit rating (Moodys)

*The recently approved WIFIA loan at $73M will increase overall indebtedness

Ashland is largely on its own

Federal

- USFS pivoting to timber output (EO 14225); FY2026 proposes ~65% USFS cut and eliminates State, Private & Tribal Forestry.
- CWDG: $1.6B in applications chasing $200M; Round 4 delayed.
- BIL sunsets end of FY2026. IRA forestry funds rescinded by OBBBA (July 2025).

State

- Oregon's "Zyn tax" and Rainy Day Fund interest diversion (HB 3940) adds ~$60M for prevention statewide.
- ~100 local measures (many for fire districts) on May 2026 ballots across 30 counties.

Local

- Fiscal challenges everywhere... Asante, SOU, discretionary programs, social services, library hours being cut, etc.

The conclusion: Reliable capital for community wildfire resilience comes from the community itself, paired with the private capital markets. That is what a municipal bond unlocks.

Forest → Interface → Home

The FIC model finances the full continuum - from the forest to your front door

Forest Resiliency (public lands)	**Wildland–Urban Interface** (public and private lands)	**Home Hardening** (neighbor-led)
• Mechanical thinning and prescribed fire across CWPP-identified gap acres for climate change adaptation from AFR. • Executed with AFR partners and SOFRC with existing local contractors.	• Establish local fuel breaks cutting off ignition pathways to neighborhoods while attaining science-based, lot-level defensible space that works to prevent structure ignitions. • Mapping and prioritization grounded in cutting edge OSU science using Ashland's own data. • Property-level work occurs in concert with private property owners.	• Fully subsidized assessment for best aligned science recommendations, and contractor matching. • Residents participate and are provided a base budget to achieve base resistance for the community (anything above a defined threshold becomes the resident's responsibility). • Neighbor-led outreach. • Bond pays for the program, the contractors, and the materials.

Note: *Code enforcement is a separate authority that resides with the City of Ashland.*

Precedents; It works

Flagstaff, AZ

$10M General Obligation Bond

- Voter-approved for watershed and forest restoration.
- Post-treatment wildfire events confirmed measurable reductions in spread and severity.
- Stops at the forest boundary.

Rogue Valley, OR

Forest Resilience Bond (2023)

- Already operating next door.
- Conservation-aligned, community-comfortable.
- Outside of Wildland Urban Interface and in the interstitial forests

Marin County, CA

Measure C — $19.3M Annual Revenue

- Parcel-tax-funded JPA for county-wide wildfire mitigation.
- ~71% voter approval; bipartisan and locally accountable.
- Annual revenue model rather than front-loaded bond.

20 other measures: **Oakland, California** (Special Parcel Tax), **Truckee, California** (Parcel Tax), **Northstar, California** (Parcel Tax), **Santa Cruz County, California** (Parcel Tax), **Berkeley, California** (Perpetual Parcel Tax), **Nevada City, California** (5-Year Sales Tax), **Grass Valley, California** (7-Year Sales Tax), **Orinda, California** (Sales Tax Increase), **Boulder County, Colorado** (Sales Tax), **Aspen Fire Protection District, Colorado** (Combined Sales & Property Tax), **Marin County, California** (10-Year Parcel Tax / Structure Fee), **State of Utah** (Structure-Based Annual Fees), **Vail, Colorado** (Real Estate Transfer Tax), **Flagstaff, Arizona** (General Obligation Bond), **Colorado Springs, Colorado** (Excess TABOR Revenue Retention Fund), **Ventura County, California** (Enforcement Liens), **San Diego County, California** (Hazard Abatement Liens), **Portland General Electric, Oregon** (Wildfire Mitigation Surcharge), **State of California** (Catastrophic Liability Wildfire Fund), and **Ashland, Oregon** (Utility-Based Water Fee).

Base level inputs to the City Bond

Data the model runs on and the activities the bond pays for

City Input Data

Home Hardening Parameters	
Structures within city limits	12,203
Water meters (all sizes)	6,700
Tax lots	9,824
Forestry Parameters	
Fire Influence Area (acres)	52,000
AFR Treated Acres to Date	13,796
Remaining acres to be treated (TNC)	7,004
Maintenance return interval	Every 10 years

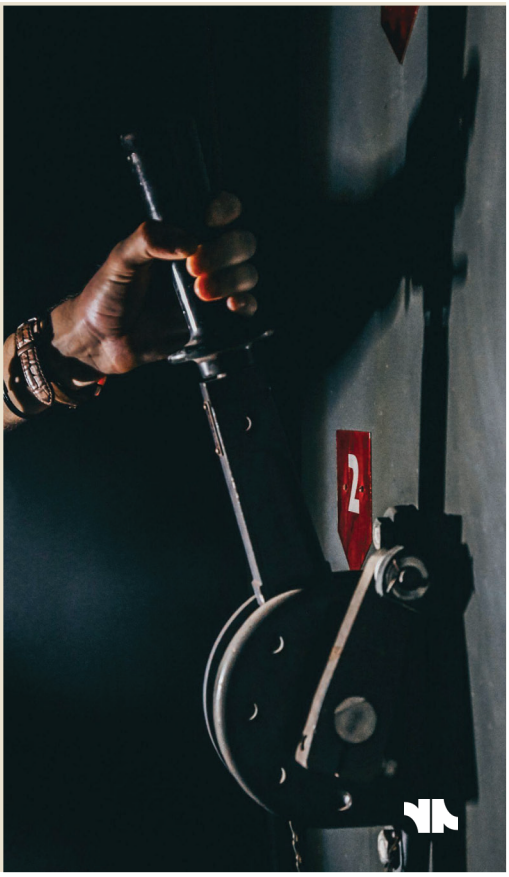
Required Activities

Forest Vegetation Mgt	Following AFR Model: Mechanical + hand-crews, and prescribed fire
WUI Defensible Space	Contractor-delivered clearance, inspection protocol
Public Outreach	Education, community meetings, door-to-door engagement
Admin & Inspection	Trust/servicing, program management, bond reporting, code enforcement
Insurance Market	With risk reduction should come rationalization of premiums. Examples exist.

Ashland Bond Levers

Primary drivers behind each scenario

1. Number of homes to harden and universal scope
    - Variability based on IBHS versus changing science and CA's recently released standard (Zone Zero Defensible Space Regulations)
2. Hardening cost per home
    - CWPP assumes $6,600
    - Industry consensus at $3,000 to achieve baseline
3. Vegetation management
    - Acres we can afford to treat and maintain for resilience
    - Spend per acre rationalization
4. Public Outreach and Education
5. Administrative layer(s) - city staff vs NGO vs for profit
6. Availability of grant funding to buy down project costs



Scenarios to consider

Balancing revenue and treatments to accelerate wildfire risk mitigation

	Base Case at $7/mo	CWPP Case	Recommended Path
Structures	30% with $3,000/structure	90% with $6,600/structure	50% with $3,000/structure
Vegetation	None	All acres +10yrs maintenance	All acres +30yrs maintenance
Bond	**$10.3M bond** *(assuming no further grants can be secured)*	**$154 million bond** *(ex grants. CWPP states $80M grant need)*	**$36M bond** (*net of $20M in CWDG grants*)
Fee	**$7/month**, $84/year	**$67/month**, $806/year	**$27/month**, $324/year
Completion	**241 yrs** without a bond+grants	**10 yrs** per CWPP, 45yrs if purely voluntary (defensible space only)	**5 yrs**, then maintenance
Out of Scope	Forestry work, Outreach and Education, Administration O/H	N/A	Focus is on rationalizing scope, high risk fire pathway neighborhoods vs 90% target

Still under review: *Financial bond modeling, Potential Operational Delineations (PODs) boundaries and sequencing, timber economics, insurance modeling, burn-probability, structure-to-structure modeling, grant probabilities, etc.*

Potential bond structuring

Two structural paths

- **Revenue bond**: secured solely by surcharge revenue already in place
  - Pros: City Council authorization, faster to market (and resilience)
  - Cons: Higher interest rates, regressive on low-moderate income residents
- **General Obligation bond**: full faith and credit of city
  - Pros: lowest interest rates, broad-based funding use case (align cost to community protection), extremely marketable
  - Cons: voter approval, increase in property taxes, impacts legal statutory debt limits

Other Options for Discussion	
Flat meter charge vs. Assessed Value	¾" meter may not be the most equitable approach
Flex the $3k/house capex amount	Based on Ability-to-Pay
City-supported partnership with bank partners	Create a line of credit facility for city borrowers to obtain cost effective loans for mitigation (above city agreed standard?)
City-supported loan loss reserve fund	Buy down the interest rate for residents
On-bill financing	Invoiced through utility bill or real property tax and/or administered by a third party
Debt collection	City or third party

Illustrative only: *Final structure subject to City of Ashland, financial, actuarial, legal, and credit review.*

What residents actually get

Protected homes

- Peer-reviewed research on California's WUI showed structure losses reduced by roughly half when defensible space and home-hardening measures are combined.
- The bond pays for the program that helps Ashland residents achieve this on their own property.

Faster, broader treatment

- The first real-world randomized study of fuel treatment (2024) estimated roughly $3.73 in expected benefit per dollar spent. Landscape-scale work delivered in years rather than decades.

Local jobs

- Treatment dollars flow to local foresters, contractors, and crews - not to out-of-state vendors.

A better insurance trajectory — framed honestly

- Aggregate research shows treated communities have seen carriers re-enter markets and premium pressure ease.
- This is evidence that the category of work pays off - not a promise that any individual homeowner's premium will fall by a specific amount. Insurance pricing is set by carriers, not by the City or any private party.
- The aim is to keep insurance available and pricing rational in Ashland over the term of the bond.

Lower borrowing costs over time

- Research has linked higher wildfire risk to higher municipal borrowing costs. Demonstrated risk reduction becomes a balance-sheet asset for the City.

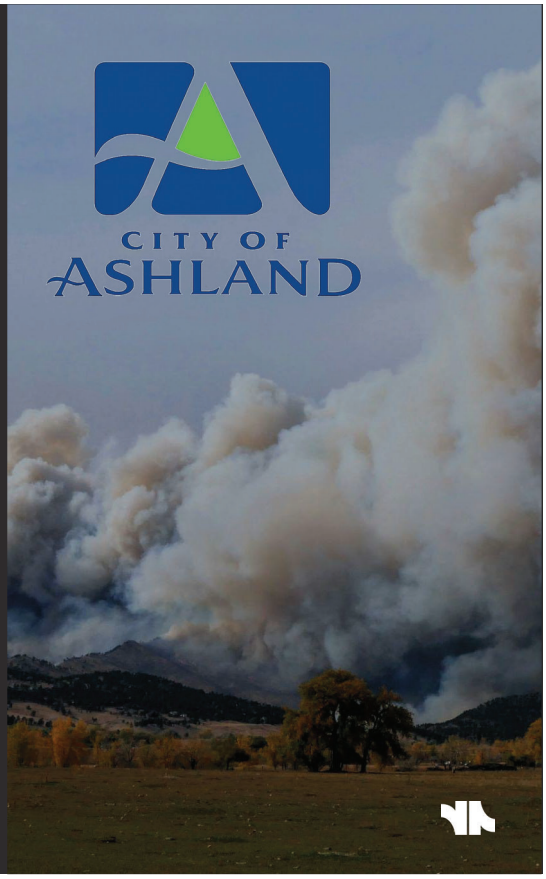
The win

Ashland has the plan, the revenue authorization, and the community will.

What's missing is the capital to act at the pace the threat demands. A community wildfire resilience bond closes that gap.

A **$36M investment to protect $2.75B in property value and $90M in annual economic tourism creation** - *and lives* in our community.

A local initiative - by the community, for the community. *Made in Ashland, Oregon.*



The ask

To our Mayor and City Council

Continue the study session and **authorize a working group** to develop a perfected Community Wildfire Resilience Bond plan for the City of Ashland with a full suite of third party financial support considered.

Proposed Next Steps

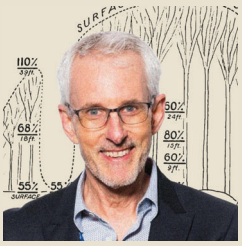
01 - Confirm workstream leads: financial model (Viridian + Ashland Fire), mapping (OSU), insurance actuary (Milliman), forest and home-hardening program design (Ashland Fire + TNC + Viridian)

02 - Close open AFD inputs: POD boundaries, timber partners, civil infrastructure scope

03 - Engage DCBS (insurance) **and a rating agency** for pre-approval review of the bond structure

04 - Decide ballot pathway: Council-authorized revenue bond vs. a November 2026 GO bond referendum

Contact



Woolsey McKernon

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Viridian CCO & Co-Founder

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viridian.eco

The 2024 Park Fire near Chico, California. David McNew / Getty Images

VIRIDIAN

Linked Sources

Federal Funding Landscape

1. Executive Order 14225 — *Immediate Expansion of American Timber Production* (March 1, 2025). [link]
2. USDA Secretarial Memorandum 1078-006 — implementing EO 14225 (April 4, 2025). [link]
3. U.S. Forest Service — *FY2026 Congressional Budget Justification* (June 2025). [link]
4. Public Law 119-21 — One Big Beautiful Bill Act (signed July 4, 2025); H.R. 1, 119th Congress. [link]
5. American Rivers — "Key Takeaways from the One Big Beautiful Bill" (July 2025). [link]
6. Congressional Research Service R45219 — *Forest Service Assistance Programs* (BIL appropriations). [link]
7. USDA Forest Service — Community Wildfire Defense Grant (CWDG) Program; Round 3 awards (September 23, 2025). [link]
8. Headwaters Economics — "Community Wildfire Defense Grants Fill a Critical Gap for Rural Communities" (March 2026). [link]

Suppression vs Mitigation Spending

1. Stanford Climate & Energy Policy Program — *California Wildfire 2025: Emerging Trends & Policy Insights* (2025). [link]
2. Congressional Budget Office — *Wildfires* (June 2022). [link]

Oregon State Context

1. Oregon House Bill 3940 (2025) — "Zyn tax" wildfire prevention funding. [link]
2. Oregon Senate Bill 762 (2021) — comprehensive wildfire preparedness legislation. [link]
3. Oregon Public Broadcasting — "Nearly 100 local measures on primary ballots across Oregon, many to fund struggling fire districts" (May 8, 2026). [link]
4. Oregon Capital Chronicle — "Wildfires are torching state budgets" (May 2, 2026). [link]
5. Oregon Public Broadcasting — "Oregon's wildfire bill cut landowner costs, but didn't raise funds for fighting large fires" (July 31, 2025). [link]

Ashland Foundations

1. City of Ashland — *2025 Community Wildfire Protection Plan* (adopted August 19, 2025). [link]
2. Ashland Forest Resiliency Stewardship Project — 10 Years Working Together for the Watershed (StoryMap, 2024). [link]
3. City of Ashland — Ashland Forest Resiliency Stewardship Project program page. [link]
4. Southern Oregon Forest Restoration Collaborative (SOFRC). [link]
5. The Nature Conservancy in Oregon — Ashland watershed partnership. [link]
6. Oregon State University — fireshed and burn-probability modeling. Scholarly paper Schmidt et al. 2022 [link]

Linked Sources

Municipal Bond Precedents

1. City of Flagstaff — Flagstaff Watershed Protection Project, $10M general obligation bond (November 2012). [link]
2. University of Arizona Water Resources Research Center — Flagstaff Watershed Protection Project case study (2012). [link]
3. Marin Wildfire Prevention Authority — Measure C, 70.8% voter approval (March 2020); ~$19.3M annually. [link]
4. Ballotpedia — Marin County, California, Measure C, Parcel Tax (March 2020). [link]
5. Blue Forest Conservation — Forest Resilience Bond program documentation (including Rogue Valley, 2023). [link]

Outcomes & Peer-Reviewed Evidence

1. Zamanialaei, M., et al. (2025). "Fire risk to structures in California's Wildland-Urban Interface." *Nature Communications* 16:8041. DOI: 10.1038/s41467-025-63386-2. [link]
2. Strabo, F., Bryan, C., & Reimer, M. (2026). "Wildfire damages and the cost-effective role of forest fuel treatments." *Science*. DOI: 10.1126/science.aea6463. [link]
3. Berry-Stölzle, T. R., & Hao, Y. (2025). "Wildfire risk and municipal bond yields." *Journal of Risk and Insurance*. DOI: 10.1111/jori.70021. [link]

Insurance & Resilience Standards

1. Headwaters Economics & Columbia Climate School — *Wildfire and Insurance: Options for Homeowner Coverage* (December 2025). [link]
2. Insurance Institute for Business & Home Safety (IBHS) — Wildfire Prepared Home™ standard. [link]
3. California Department of Insurance — Safer from Wildfires regulation (CCR Title 10, §2644.9). [link]

Federal Policy Context

1. Fix Our Forests Act — H.R. 471 / S. 1462, 119th Congress. [link]

Additional Viridian Analytics

2. Available by request: info@viridian.eco

CA Zone Zero Draft

3. Draft Zone 0 Guidance from various Bills and Governor Newsom's EO: : [link]

ASHLAND CITY COUNCIL
BUSINESS MEETING MINUTES
Tuesday, June 2, 2026

Council Present: Mayor Graham; Councilors Sherrell, Dahle, Bloom, Kaplan, DuQuenne (via Zoom), and Hansen.
Staff Present:

Sabrina Cotta	City Manager
Johan Pietila	City Attorney
Alissa Kolodzinski	City Recorder
Bryn Morrison	Interim Finance Director
Scott Fleury	Public Works Director
Mark Shay	Deputy Fire Chief
Kelly Burns	Emergency Management Coordinator

I. CALL TO ORDER

Graham called the meeting to order at 6:00 p.m.

a. Land Acknowledgement**

Kaplan read the land acknowledgement.

II. PLEDGE OF ALLEGIANCE

Dahle led the pledge of allegiance.

III. ROLL CALL

IV. MAYOR'S/ CHAIR OF THE COUNCIL ANNOUNCEMENT

- The wildfire mitigation bond discussion was moved to the prior evening's meeting along with the executive session for an annual staff review.
- Juneteenth will be celebrated June 20 at Pear Blossom Park from 11:00 AM to 8:00 PM.
- Residents were reminded of wildfire season and were encouraged to reduce fire risk.
- The Elks Lodge will host a celebration on the plaza at noon on June 14.

a. *Proclamation in Honor of Flag Day*

Graham read the proclamation into the record

V. APPROVAL OF MINUTES

a. Minutes of the May 18, 2026 – Study Session Meeting
b. Minutes of the May 19, 2026 - Business Meeting

Kolodzinski noted a corrected version of the May 19 Business Meeting minutes was distributed via email.

Hansen moved to approve the study session minutes from May 18 and the corrected minutes for May 19. Dahle seconded the motion.
Roll Call Vote: Sherrell, Dahle, Bloom, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

VI. CONSENT AGENDA

a. Committee Member Appointment

Dahle moved to approve the consent agenda as listed. Bloom seconded the motion.
Roll Call Vote: Sherrell, Dahle, Bloom, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

VII. SPECIAL PRESENTATIONS

a. Elks Building Mural Presentation with John Pugh

Artist John Pugh presented an update on the "Where the Crow Lights" mural, a large-scale public art project planned for the 1910 Elks Lodge building on Main Street. Pugh described the evolution of the design from an earlier concept to a village scene depicting indigenous life, incorporating imagery of local animals, plants, and creation stories. He emphasized that the design had been developed through extensive consultation with native elders and community members and that feedback had been consistently positive. Installation is planned to begin at the end of July. Fundraising has reached approximately $205,000 of the $250,000 goal, with approximately $45,000 still needed. Community members wishing to donate may do so at wherethecrowlights.org.

Council members expressed broad enthusiasm and appreciation, noting the care taken to respectfully represent indigenous heritage and acknowledged that inclusive community engagement had been a condition of the Council's early support for the project.

VIII. PUBLIC FORUM

Concerns were raised regarding the previous year's budget amendment process due to a perceived conflict of interest. Community members encouraged restoration of hospital services at Ashland Community Hospital and requested the safeguarding of funds acquired from a breech of contract agreement to be reserved for this while efforts are made to bring back these services. The absence of a search for a new Finance Director was questioned, and concerns were raised about the accuracy of data related to an upcoming herbicide application.

IX. PUBLIC HEARING

a. Public Hearing for Approval of a Resolution to Levy Taxes for the Fiscal Year July 1, 2026 through June 30, 2027, a Resolution Certifying City of Ashland Services, a Resolution Declaring the City's Election to Receive State Revenues

Morrison presented three resolutions required annually to authorize the property tax levy and state revenue sharing. The proposed levy rate is $4.2865 per $1,000 of assessed value, plus a general obligation bond levy of $202,774 for repayment of Fire Station 2 debt. The remaining two resolutions certify that the City provides qualifying services and elects to receive state revenue sharing.

Public Hearing open

No speakers

Public Hearing Closed

Bloom moved to approve a Resolution levying taxes for the fiscal year July 1, 2026 through June 30, 2027, such taxes in the levy rate of $4.2865 per $1,000 of assessed value upon all the real and personal property subject to assessment and levy within the corporate limits of the City of Ashland, Jackson County, Oregon; and the City Council also levies a tax for the repayment of general obligation debt in the amount of $202,774; and to approve a resolution certifying City of Ashland services; and to approve a resolution declaring the City's election to receive state revenues. Dahle seconded the motion.

Roll Call Vote: Dahle, Bloom, Sherrell, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

X. ORDINANCES, RESOLUTIONS AND CONTRACTS

a. Second Reading of the following Ordinance Language Changes (Set #3):

i. 3299 AN ORDINANCE AMENDING AMC 13.04 CONSTRUCTION, REPAIR AND ALTERATION OF SIDEWALKS, SECTION 13.04.020 DUTY TO REPAIR AND CLEAR SIDEWALKS

ii. 3300 AN ORDINANCE AMENDING AMC SECTION 14.04.060 WATER CONNECTS OUTSIDE THE CITY LIMITS

iii. 3301 AN ORDINANCE AMENDING AMC 14.08 SEWER SYSTEM - RATES, SECTION 14.08.030 CONNECTION OUTSIDE CITY, INSIDE URBAN GROWTH BOUNDARY AND SECTION 14.08.031 CONNECTION OUTSIDE URBAN GROWTH BOUNDARY

iv. 3302 AN ORDINANCE RELATING TO WASTEWATER REGULATIONS AMENDING AMC 14.09 TO INCLUDE SECTION 14.09.030 & 14.09.040

v. 3303 AN ORDINANCE AMENDING AMC 15.04 BUILDINGS AND CONSTRUCTION, SECTION 15.04.210 DEMOLITION OR RELOCATION OF STRUCTURE

vi. 3304 AN ORDINANCE AMENDING AMC 15.28 FIRE PREVENTION CODE

Pietila presented six ordinances for second reading, noting minor corrections since first reading:

- **Ordinance 3299**: A typographical error ("AMNC" corrected to "AMC") was the only change.
- **Ordinance 3300**: No textual changes; links to the irrevocable consent to annexation template on the city website were added per Council's prior request.
- **Ordinance 3301**: An apostrophe was added to "director's"
- **Ordinances 3302, 3304**: No changes from first reading.
- **Ordinance 3303**: No changes from first reading; addressed separately due to anticipated split vote.

Bloom moved to approve the following ordinances: 3299, 3300, 3301, 3302, and 3304 as amended. Dahle seconded the motion.
Roll Call Vote: Dahle, Bloom, Sherrell, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

Dahle moved to approve 3303, An Ordinance Amending AMC 15.04 Buildings and Construction, Section 15.04.210 Demolition or Relocation of Structure. Hansen seconded the motion.
Roll Call Vote: Dahle, Sherrell, Kaplan, and Hansen -YES. Bloom and DuQuenne – NO. Motion passed.

b. Resolution 2026-12 Ratifying the Drought Emergency Declaration for the City of Ashland

Cotta explained that the Governor and Jackson County have both declared a drought emergency, and that a City declaration would enable better coordination with county and state agencies to expedite access to emergency resources if needed. It was clarified that the declaration does not indicate an immediate emergency but positions the City to act quickly if conditions worsen. Cotta noted that the city's primary water supply is snowmelt dependent. Despite recent rainfall, the lack of adequate snowpack means the drought concern remains serious. Approximately $1.8 million in emergency reserve funds are currently available if needed. Council discussed the importance of public messaging around water conservation and the potential for an extended drought season.

Dahle moved to approve Resolution 2026-12, A Resolution Ratifying the City Manager's State of

Emergency Declaration. Bloom seconded the motion.
Roll Call Vote: Sherrell, Dahle, Bloom, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

XI. UNFINISHED BUSINESS

a. Wastewater and Storm Drain Rate Study Acceptance

Fleury and consultant Josiah Close with HDR Engineering presented the findings of the Wastewater and Storm Drain Rate Study (see attached). Wastewater rates have not been increased since 2019; storm drain rates have not increased since 2021. The study used industry-standard methodology consistent with the Water Environment Federation Manual.

Wastewater: The study projects approximately $18.8 million of capital needs through fiscal year 2031, including significant investment in the treatment plant headworks and the Hardesty site. The analysis recommends rate-funded capital of approximately $650,000 per year, supplemented by long-term borrowing for larger projects. A new equipment reserve deposit of $100,000 per year beginning in FY2028 was proposed. The residential monthly bill for a customer using 400 cubic feet would increase from $33.94 to $37.48 in FY2027. Multifamily rates would be held flat in year one and then set at 90% of the residential charge in subsequent years, reflecting cost-of-service analysis. Operating reserves are targeted at 90 days of O&M (Operations & Maintenance) expenses.

Storm Drain**:** The study projects approximately $3.5 million in capital needs through 2037, with an equipment reserve deposit of $25,000 beginning in FY2028. A franchise fee contribution to the general fund, consistent with other enterprise funds, is being added beginning in FY2027. The residential equivalent rate would increase from $5.43 to $6.43 per month in FY2027.

Council discussion addressed the adequacy of the 90-day operating reserve target, the risk of economic downturns affecting receivables, the distinction between SDC (System Development Charges) funds and operating reserves, and whether sharing equipment across enterprise funds could improve cost efficiency. Fleury noted that if rates were not raised, the primary offset would be deferred capital projects, which could result in continued localized flooding in areas such as North Mountain and Siskiyou Boulevard. Councilors discussed cumulative cost burdens on ratepayers, that potential proceeds from a Hardesty property sale could be earmarked, and their responsibility to consider such rate increases. It was noted that Council retains authority over individual rate increases and capital projects as they come forward.

Dahle moved to accept the Wastewater and Storm Drain Rate Study developed by HDR Engineering. Hansen seconded the motion.
Roll Call Vote: Sherrell, Dahle, Bloom, Kaplan, and Hansen -YES. DuQuenne – NO. Motion passed.

A brief recess was taken.

XII. NEW BUSINESS

Note: Graham announced a change in the agenda order - Wildfire Readiness 2026 will go first.

a. Wildfire Readiness 2026 Fire Season

Shay and Burns provided a presentation with a comprehensive overview of the City's wildfire preparedness (see attached).
Shay spoke about Fire Department activities that had been performed. Staff conducted wildfire hardening assessments for Ashland School District structures and engaged around 1,000 citizens in educational initiatives, including Firewise presentations, HOA outreach, air cleaner workshops, and a webinar with the Insurance Institute for Business and Home Safety. The annual green debris drop-off, in partnership with Recology, cleared 120 cubic yards of yard debris, while the Northwest Youth Corps performed mitigation in March and April, treating 15 acres of land and protecting 259 homes at no cost. Within the municipal watershed, 73 piles were burned (about 15 tons of fuel), 100 acres seeded, and 3,200 pine trees planted. They secured a $185,000 grant for prescribed burning in FY2027-2028. Drones identified eight illegal campsites, resolved with local police. Weed abatement efforts opened 72 cases this season, affecting roughly 50 acres; four cases are advancing towards citation or abatement.

Burns spoke about activities related to Emergency Management. The October 2025 evacuation drill saw participation from Latinx and Ukrainian communities; data from this event is still being analyzed. Residents are advised to download the Genesys Protect app for updated evacuation zones and Jackson Alerts for notifications, and to sign up for county alerts via texting "JACKSONEVACS" to 888777. The CERT (Community Emergency Response Team) program holds monthly training sessions at Fire Station 2 and includes a "Better Prepared Neighborhoods" curriculum. A CERT academy is scheduled for September 2026. An exercise simulating a dam failure, involving Council members, is planned for October 2026. Due to low snowpack and drought conditions, the 2026 wildfire season could be as severe as 2015. Residents are urged to prepare their go-bags, learn evacuation routes, and consider early evacuation based on personal risk profiles.

During council discussion, questions were raised about city protocols like Pacific Power's safety power shutdowns during wind events and risk evaluations for individuals and families regarding evacuation. Assurance was given that mitigation strategies are being addressed without matching Pacific Power's type of shutdown. Additionally, it was explained that residents should make personalized emergency plans, noting that it is appropriate for individuals to act based on their own risk tolerance and to evacuate sooner rather than depending solely on official evacuation levels. Confidence was expressed in the work of the city's preparedness staff, acknowledging the proactive efforts to equip residents with necessary tools and information.

b. North Mountain Property Surplus

Fleury provided a presentation (see attached). This is a one-third-acre parcel located off East Nevada Street, zoned North Mountain Multifamily, with a development potential of approximately 4.2 units. The parcel was originally granted to the City by Jackson County at no cost in the 1990s. A 2021 appraisal valued the bare land at $300,000. Staff confirmed the property has no current or planned city use and recommended formal surplus designation, which would enable staff to proceed with a public hearing

and potential listing through a real estate agent. Council discussion confirmed that the destination of sale proceeds would be addressed at a future meeting following legal and policy research, and that the public hearing process would allow Council to reconsider before any sale is finalized.

Bloom moved to surplus Tax Lot #100 from Assessor Map 391E04AD. Sherrell seconded the motion. Roll Call Vote: Sherrell, Dahle, Bloom, Kaplan, DuQuenne, and Hansen -YES. Motion passed.

c. Hardesty Property Surplus

Fleury continued his presentation (see attached). The Hardesty property consists of two tax lots (400 and 402) purchased in 2018 by the Streets, Water, Wastewater, and Fire funds for a future operations yard, equipment storage, and a potential wetland cooling treatment area for the wastewater plant. Tax Lot 402 is approximately 5 acres and includes a 2,000-square-foot house and outbuildings, appraised at $685,000 in 2021. Tax Lot 400 is a larger parcel; the area south of Bear Creek is being retained for the future public works yard, while the area north of Bear Creek is no longer needed for city purposes. The water right associated with the property is attached to Tax Lot 400. Staff recommended the surplus of Tax Lot 402 in its entirety and the northern portion of Tax Lot 400, with a boundary line adjustment along the center line of Bear Creek to be pursued through Jackson County.

Council discussion centered on the complexity of whether to pursue a boundary line adjustment or a subdivision for the Hardisty property, each with different implications and processes at the county level. This raised questions about the proper sequencing of the surplus declaration versus undergoing the county's processes and the potential impact on property value and sale flexibility. Concerns were expressed about ensuring the property would achieve the highest and best use, considering the options of subdividing versus adjusting boundaries. After extensive discussion and amendments, the following motion was adopted:

Hansen moved to surplus the Hardesty Property Tax Lots 402 and 400. Kaplan seconded the motion. Roll Call Vote: Dahle, Bloom, Kaplan, DuQuenne, Sherrell, and Hansen -YES. Motion passed.

CITY MANAGER REPORT – This was not discussed due to time constraints.

d. Look Ahead

e. June City Manager Report

XIII. OTHER BUSINESS FROM COUNCIL MEMBERS/REPORTS FROM COUNCIL LIAISONS

XIV. ADJOURNMENT

Bloom moved to adjourn. Seconded by Hansen. All Ayes. Motion passed.

The meeting was adjourned at 9:38 p.m.

City Recorder Alissa Kolodzinski

Mayor Tonya Graham

DRAFT

SPEAKER REQUEST FORM

Submit this form to the meeting Secretary prior to the discussion item.

1) You will be called forward when it is your turn to speak

2) State your name and speak clearly into the microphone

3) Limit your comments to the time allotted

4) Provide any written materials to the meeting Secretary

5) Speakers are solely responsible for the content of their statement

Date: June 2, 2026

Name: (Please Print) Paul Mozina

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): 2025-2027 Biennial Budget

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.

SPEAKER REQUEST FORM

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Date: 6/3/26

Name: (Please Print) Suzanne Haveman

Ashland Resident:

☒ YES ☐ NO City: Ashland

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): The Hospital

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 6/2/26

Name: (Please Print) Lauri Hoagland

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Public Forum

Public Forum Topic (Non-agenda Item): Ashland Community Hospital

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 06-02-2026

Name: (Please Print)
Barbara Cooper

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
Ashland Hospital

Public Forum Topic (Non-agenda Item):

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Date: 4/2/24

Name: (Please Print) LEDA SHAPIRO

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): VACANT POSITIONS

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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5) Speakers are solely responsible for the content of their statement

Date: 6 / 2 / 26

Name: (Please Print) SHARON BRYSON

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Public Forum Topic (Non-agenda Item): Poison

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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SPEAKER REQUEST FORM

Submit this form to the meeting Secretary prior to the discussion item.

1)You will be called forward when it is your turn to speak

2) State your name and speak clearly into the microphone

3) Limit your comments to the time allotted

4) Provide any written materials to the meeting Secretary

5) Speakers are solely responsible for the content of their statement

Date: 2 June

Name: (Please Print) John Mauer

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: Healthcare

Public Forum Topic (Non-agenda Item):

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.

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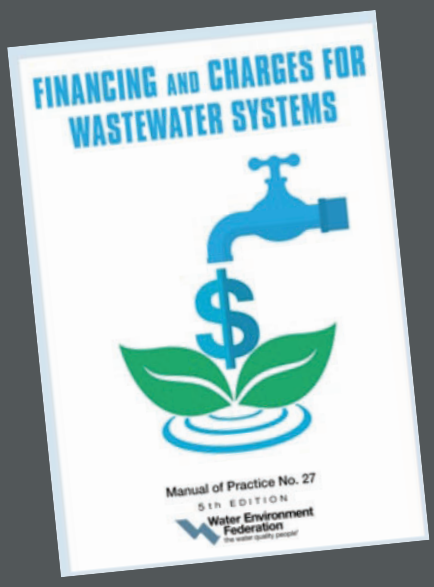
Agenda

1. General Overview of the Rate Setting Process
2. Wastewater Rate Study
3. Storm Drain Rate Study
4. Summary and Next Steps

1

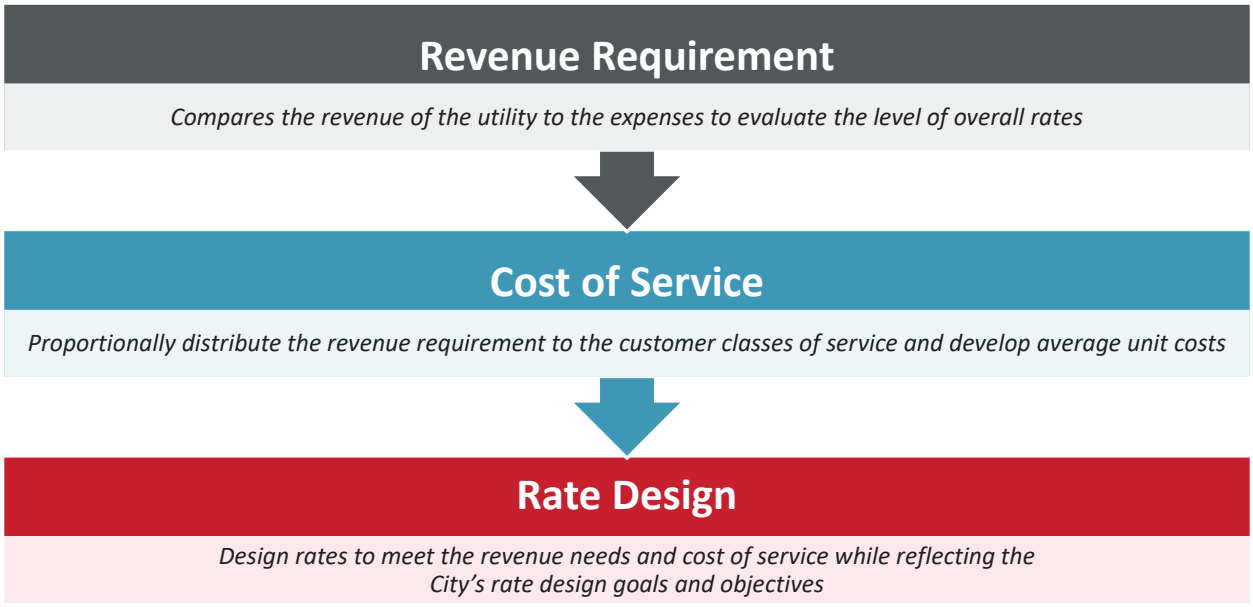
General Overview of the Rate Setting Process



Purpose of a Rate Study

- Determine a projection of sufficient revenue to operate and maintain the City's wastewater and storm drain infrastructure
- Develop cost-based wastewater and storm drain rates
- Reflect prudent financial planning criteria
  - Prudent funding of annual O&M expenses
  - Meet target minimum reserve balances
  - Adequately fund identified capital improvement and replacement needs
- Develop the Study using generally accepted methodologies tailored to the City's systems and customer characteristics

Rate Study Overview



Revenue Requirement Analysis Overview

Compares utility revenues to expenses	• Determines the level of revenue (rate) adjustment necessary
Uses prudent financial planning criteria	• Adequate funding of renewal and replacement • Maintaining sufficient ending reserve balances
Reviews a specific time period	• Typically, 2 – 5-year rate setting period • 10-year planning period
Utilities analyzed on a stand-alone basis	• No transfer of funds from other City funds • Rates need to support operations and capital
Utilizes the cash basis methodology	• Generally accepted method for municipal utilities

Cost of Service Analysis Overview

What is Cost of Service?

- Analysis to proportionally distribute the revenue requirement to the customer classes of service

Why Cost of Service?

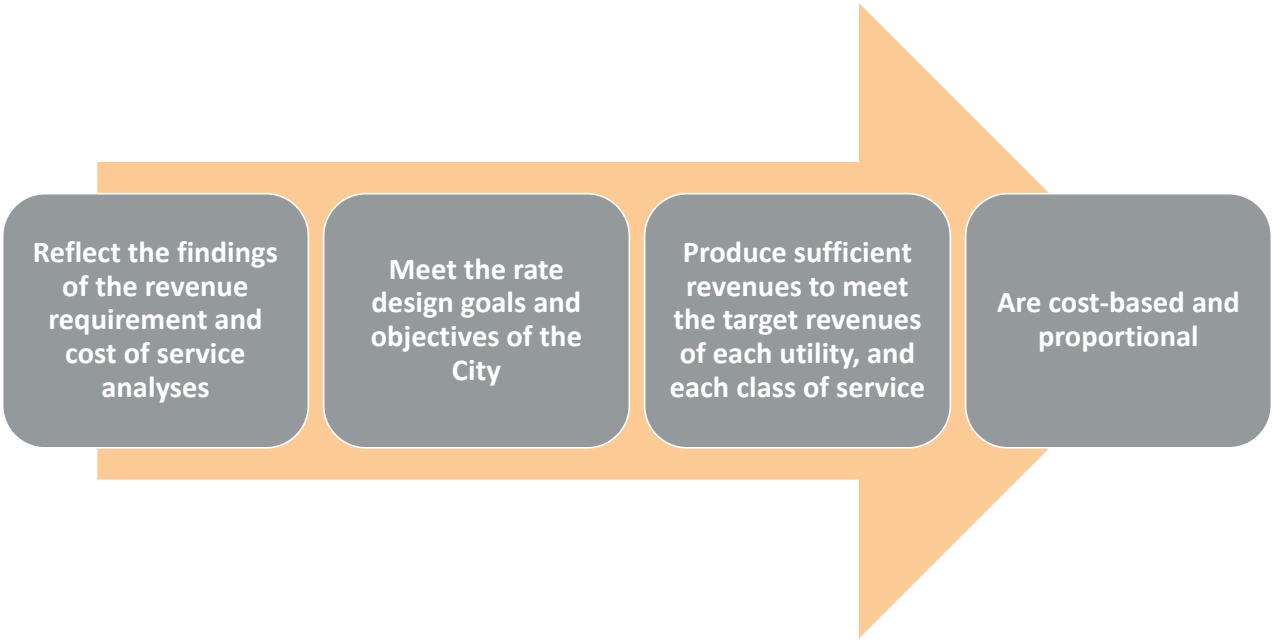
- Avoids subsidies between classes
- Revenues reflect costs
- Provides an accurate price signal

Objectives of Cost of Service

- Determine if subsidies exist
- Develop average unit costs

7

Rate Design Analysis Overview



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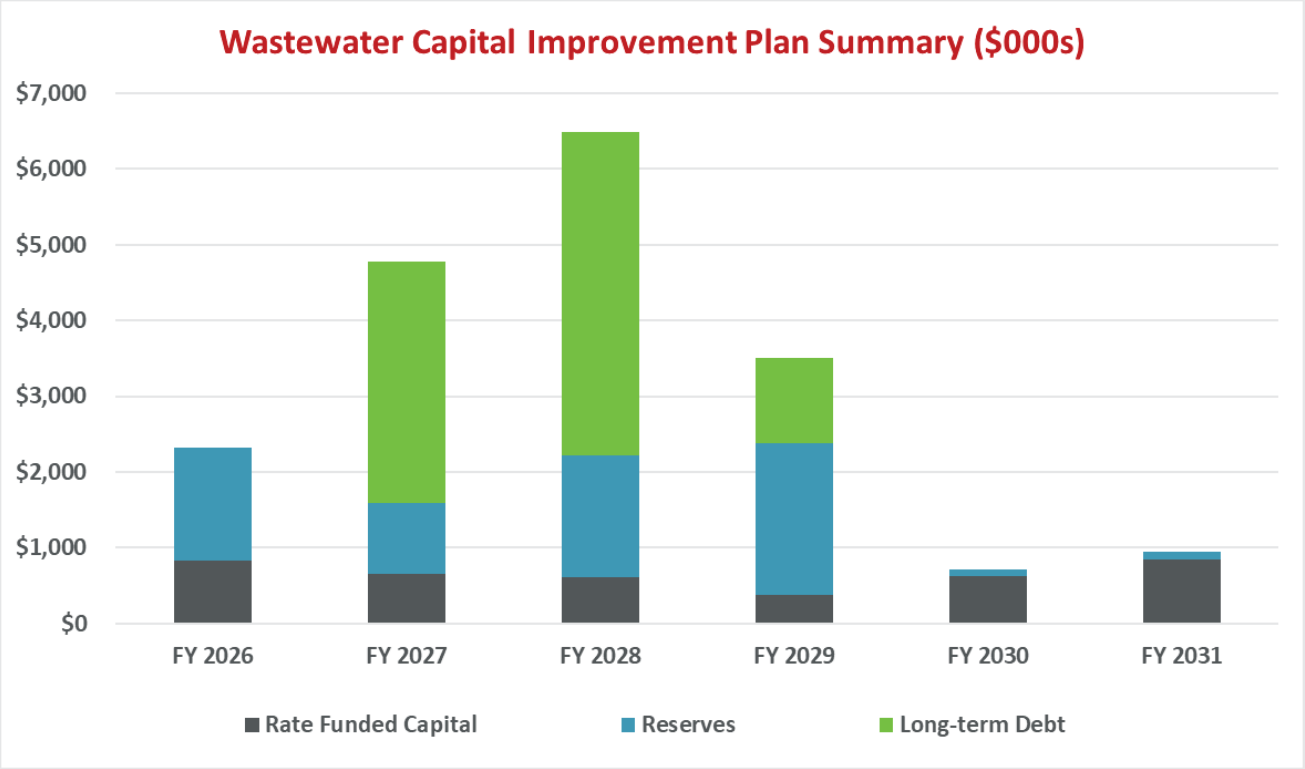
2

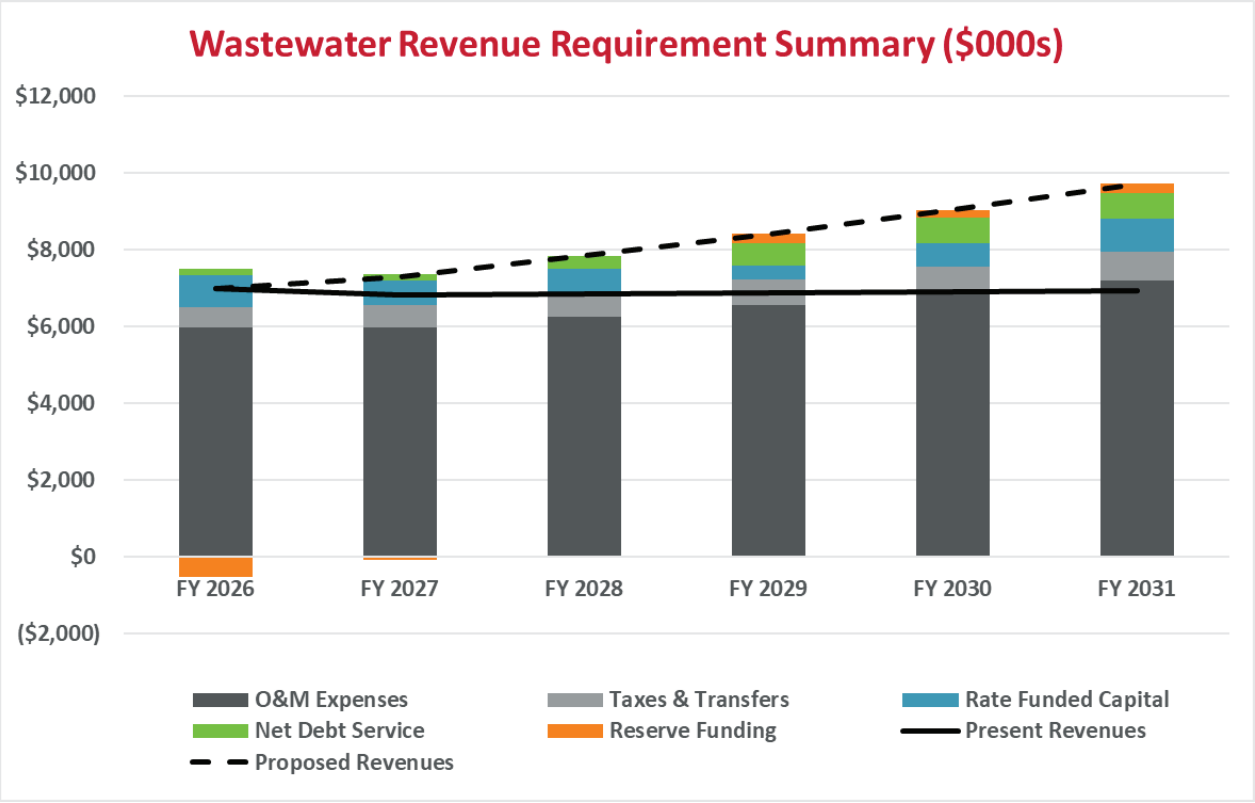
Wastewater Rate Study

Wastewater Revenue Requirement Assumptions

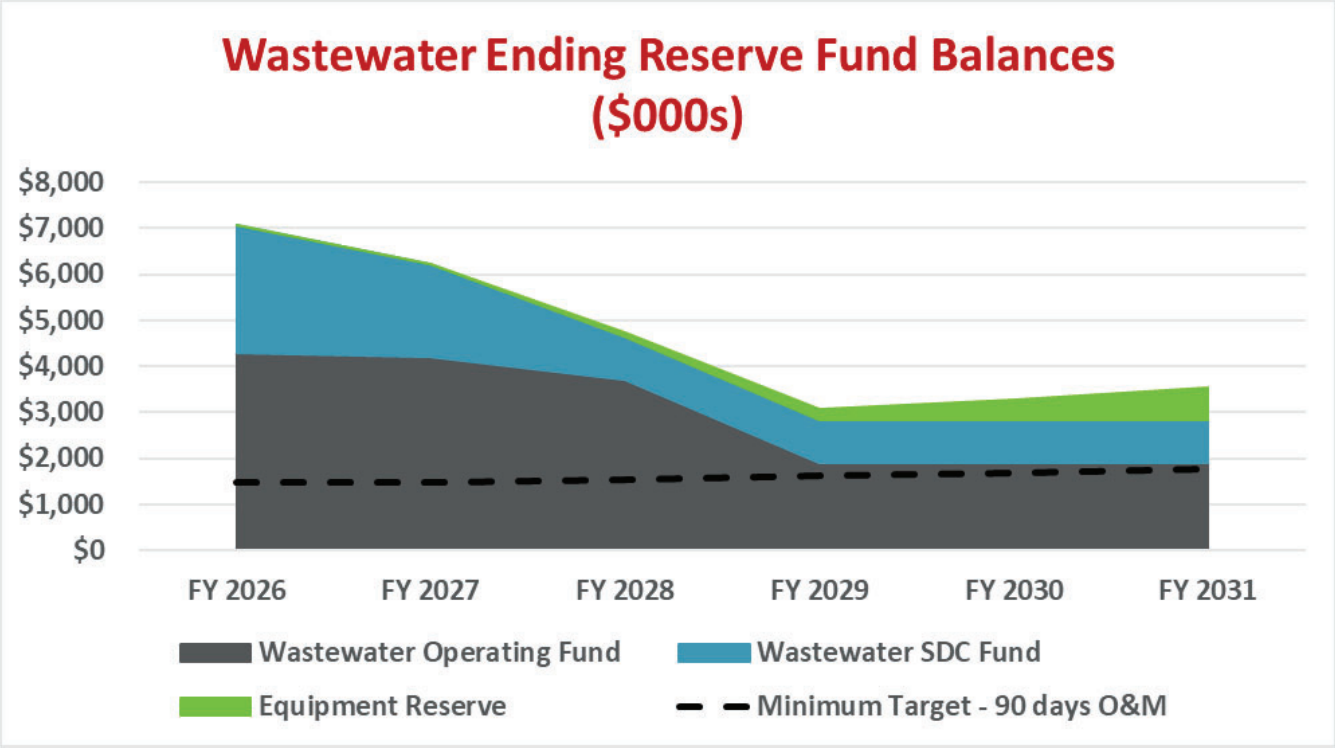
- Revenues independently calculated based on specific customer characteristics of the wastewater system
- O&M expenses based on FY 2026 and FY 2027 budgets
  - Projected through FY 2036 based on annual inflationary factors
  - Contribution to equipment reserve starting in FY 2028 ($100,000)
- Capital funding analysis based on wastewater capital improvement plan
  - $18.8M total from FY 2026 through FY 2031
  - Rate funding averaging over $650,000 per year
  - Assumed long-term borrowing
    - WWTP Headworks ($6.4M, low-interest loan)
    - Hardesty Site Development & Equipment Storage ($2.2M, revenue bond)


Wastewater Capital Improvement Plan Summary ($000s)
$7,000
$6,000
$5,000
$4,000
$3,000
$2,000
$1,000
$0
FY 2026
FY 2027
FY 2028
FY 2029
FY 2030
FY 2031
Rate Funded Capital
Reserves
Long-term Debt

11


Wastewater Revenue Requirement Summary ($000s)
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$0
($2,000)
FY 2026
FY 2027
FY 2028
FY 2029
FY 2030
FY 2031
O&M Expenses
Taxes & Transfers
Rate Funded Capital
Net Debt Service
Reserve Funding
Present Revenues
Proposed Revenues

12



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Summary of the Wastewater Revenue Requirement

- Developed based on prudent financial planning criteria and industry standard approaches
- Utilizes City customer characteristics, growth, and inflation assumptions
- Determines adequate funding for the wastewater utility to operate on a financially stable basis

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Wastewater Residential Customer Bill						
Avg. Customer Bill[1]	$33.94	$36.32	$38.86	$41.58	$44.49	$47.60
Monthly $ Change		2.38	2.54	2.72	2.91	3.11

[1] - Assumes service charge + 400 CF

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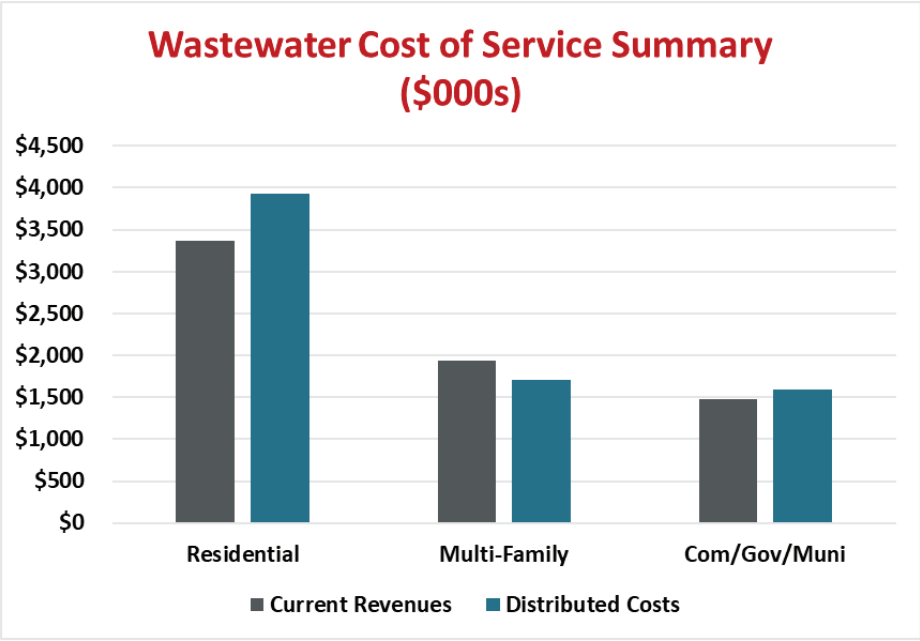
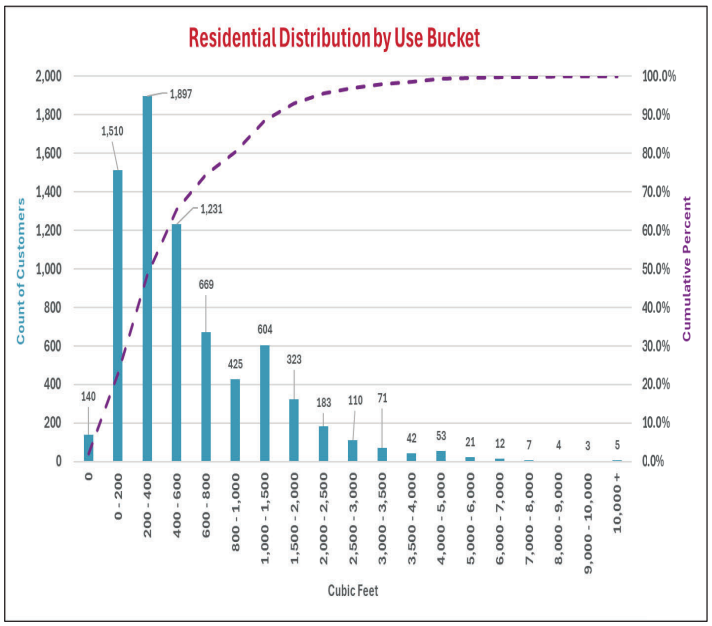
Wastewater Cost of Service Assumptions

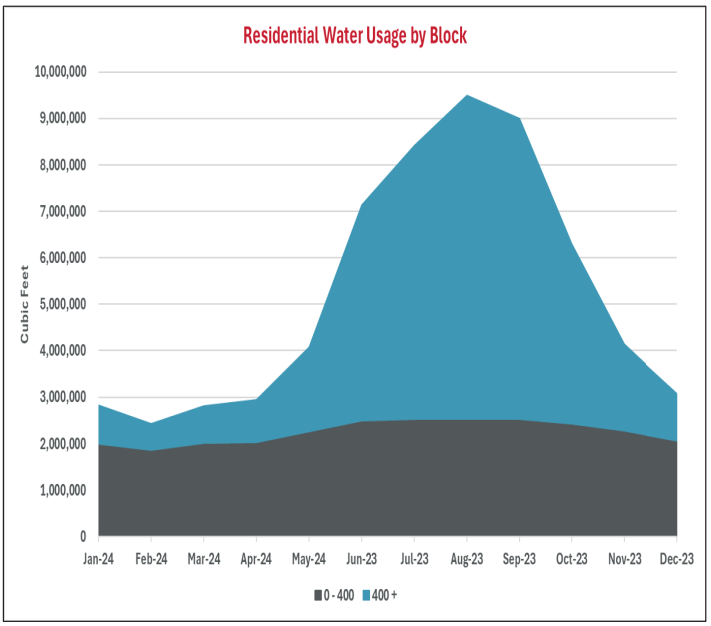
- Customers grouped into homogeneous customer classes of service for cost of service and rate design purposes
  - Residential
  - Multi-Family
  - Commercial/Governmental/Municipal (Non-Residential)
- Proportionally distribute costs between customer classes of service

Wastewater Cost of Service Results



Wastewater Winter Water Average Tiers Analysis





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Wastewater Rate Design – Status Quo

Status Quo Rates:

- Adjust wastewater rates for all customer classes at system rate adjustment
- No changes to the structure of the rates

	Present Rates	Proposed Rates				
		FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential						
Service Charge	*$ / Month*					
Monthly Service Charge	$33.94	$36.32	$38.86	$41.58	$44.49	$47.60
Quantity Charge	*$ / CF*					
0 - 400 CF up to Winter Water Average	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ CF up to Winter Water Average	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Multi-Family						
Service Charge	*$ / Month*					
Monthly Service Charge - Units	$33.94	$36.32	$38.86	$41.58	$44.49	$47.60
Quantity Charge	*$ / CF*					
0 - 400 CF up to Winter Water Average	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ CF up to Winter Water Average	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Commercial						
Service Charge	*$ / Month*					
Monthly Service Charge	$35.41	$37.89	$40.54	$43.38	$46.42	$49.67
Quantity Charge	*$ / CF*					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883
Governmental						
Service Charge	*$ / Month*					
Monthly Service Charge	$35.41	$37.89	$40.54	$43.38	$46.42	$49.67
Quantity Charge	*$ / CF*					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883
Municipal						
Service Charge	*$ / Month*					
Monthly Service Charge	$35.41	$37.89	$40.54	$43.38	$46.42	$49.67
Quantity Charge	*$ / CF*					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883

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Wastewater Rate Design – Rate Design Alternative

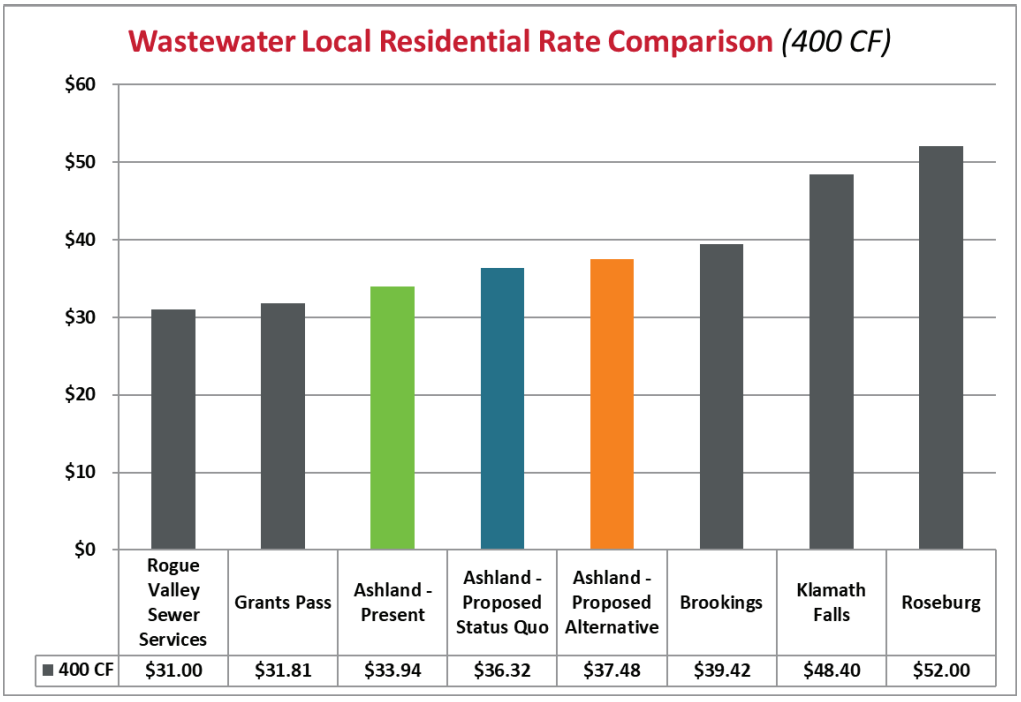
Alternative Rates:

- Reflects cost of service results
  - Residential service charge increased to match non-residential service charges
  - Multi-family service charge proposed to remain flat for FY 2027 and then be set at 90% of residential service charge in each following year
  - All quantity charges increased at system rate adjustment

	Present Rates	Proposed Rates				
		FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Residential						
Service Charge	*$ / Month*					
Monthly Service Charge	$33.94	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	*$ / CF*					
0 - 400 CF up to Winter Water Average	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ CF up to Winter Water Average	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Multi-Family						
Service Charge	*$ / Month*					
Monthly Service Charge - Units	$33.94	$33.94	$36.16	$38.69	$41.40	$44.30
Quantity Charge	*$ / CF*					
0 - 400 CF up to Winter Water Average	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
400+ CF up to Winter Water Average	0.05064	0.05418	0.05797	0.06203	0.06637	0.07102
Commercial						
Service Charge	*$ / Month*					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	*$ / CF*					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883
Governmental						
Service Charge	*$ / Month*					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	*$ / CF*					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883
Municipal						
Service Charge	*$ / Month*					
Monthly Service Charge	$35.41	$37.48	$40.18	$42.99	$46.00	$49.22
Quantity Charge	*$ / CF*					
Actual Monthly Consumption	$0.05621	$0.06014	$0.06435	$0.06885	$0.07367	$0.07883

19

Local Comparison - Wastewater



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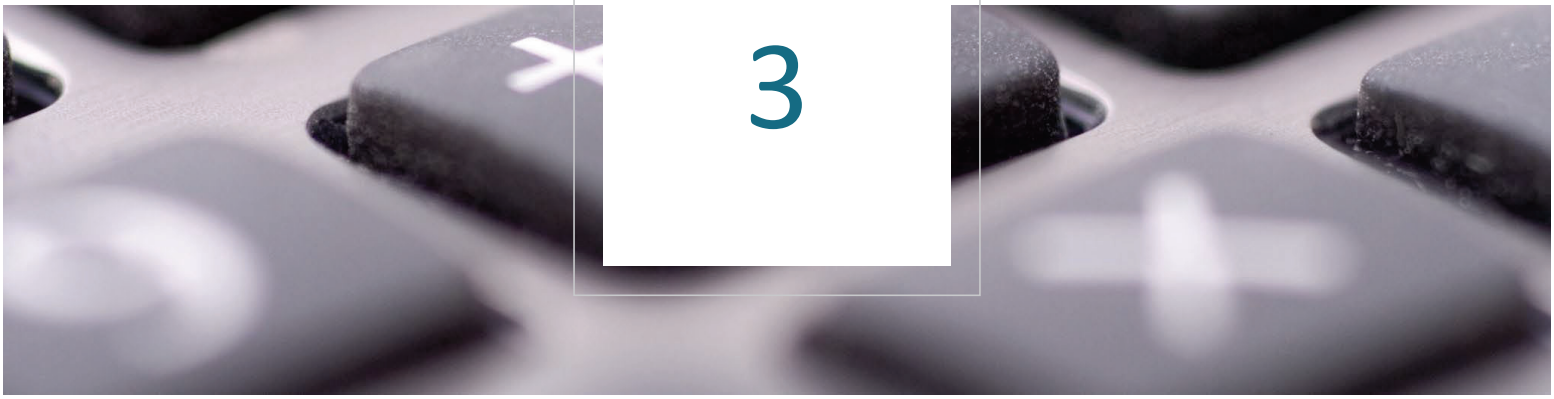
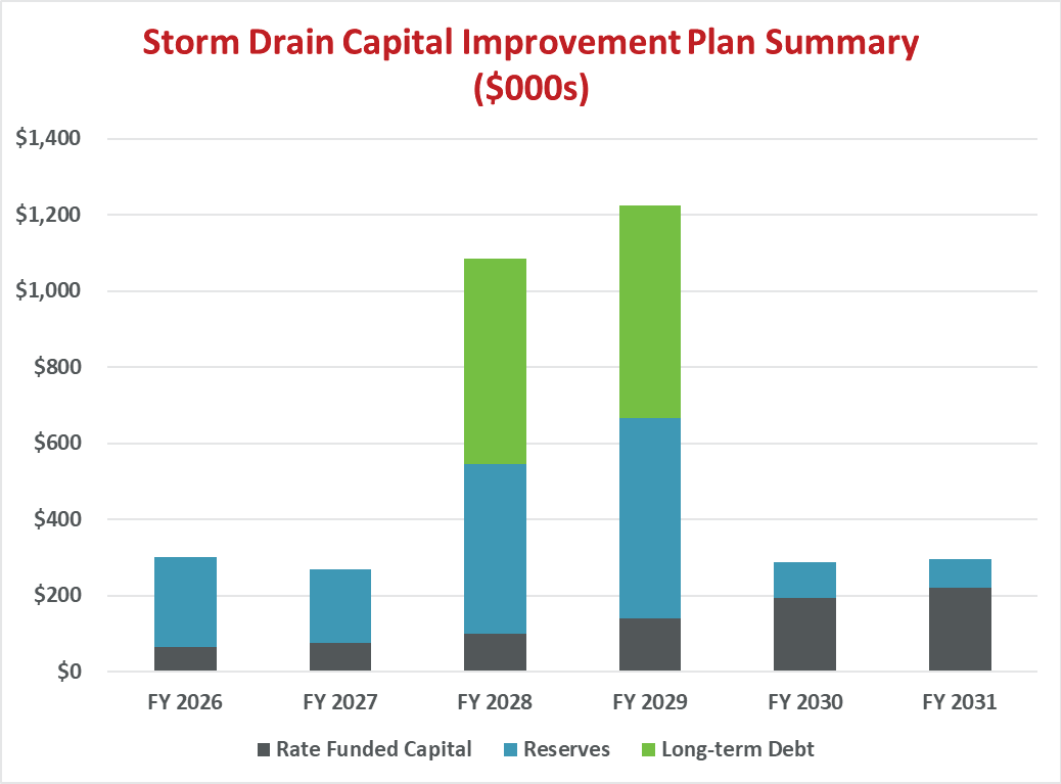


3

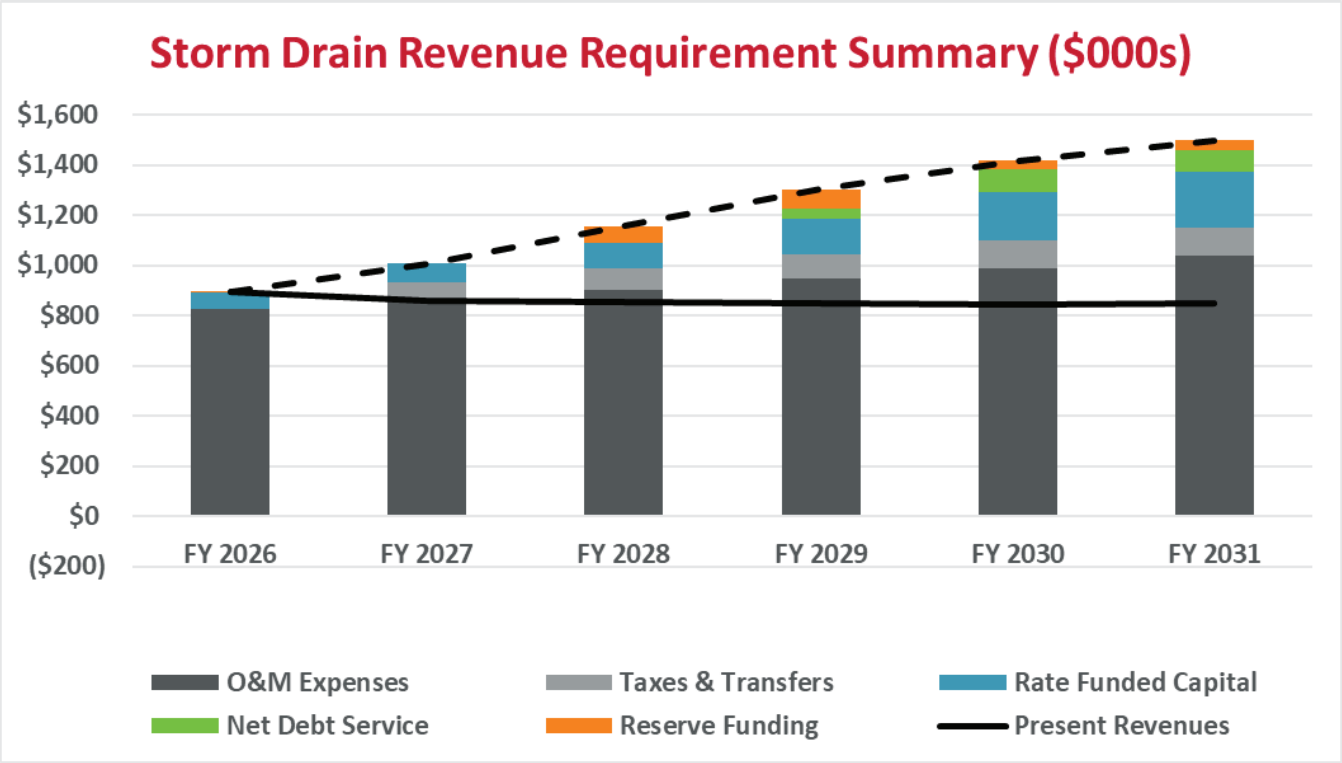
Storm Drain Rate Study

Storm Drain Revenue Requirement Assumptions

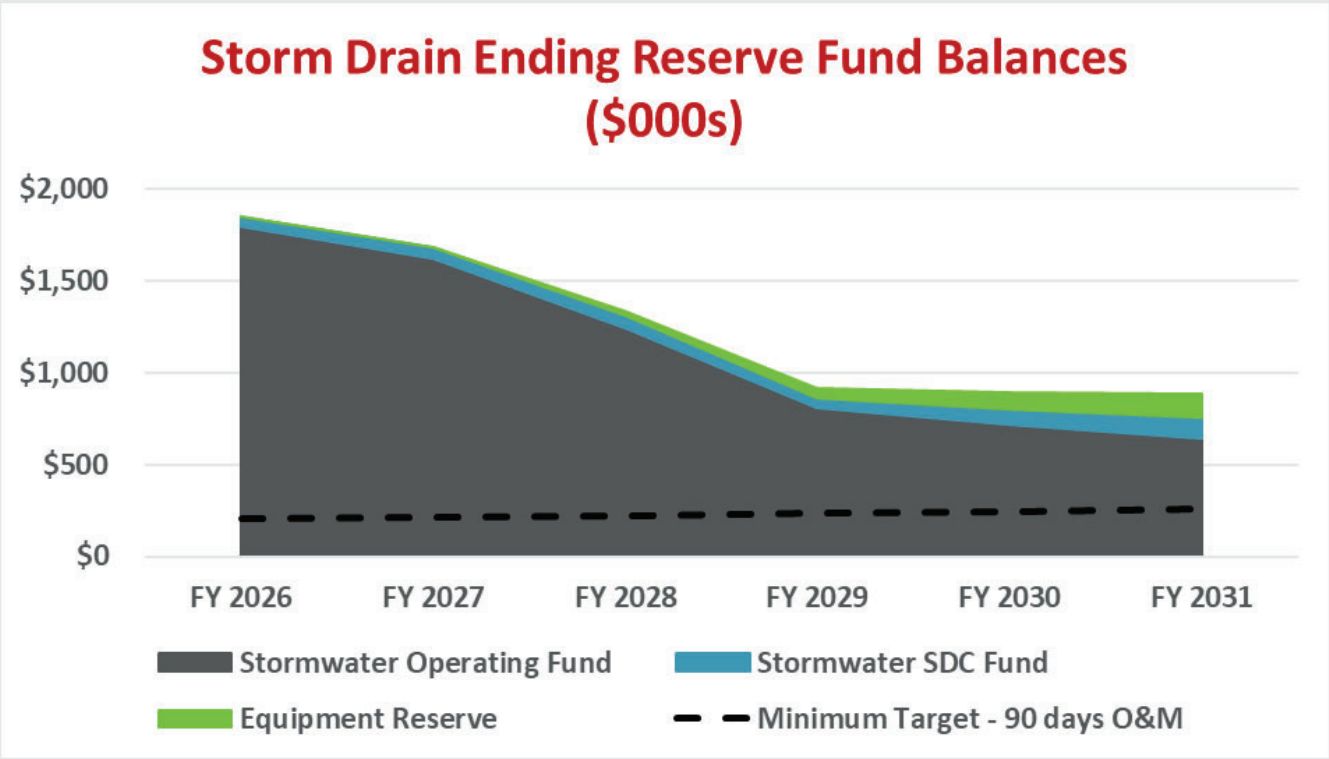
- Revenues independently calculated based on specific customer characteristics of the storm drain system
- O&M expenses based on FY 2026 and FY 2027 budgets
  - Projected through FY 2036 based on annual inflationary factors
  - Franchise tax payments starting FY 2027 (8.0% of rate revenues)
  - Contribution to equipment reserve starting in FY 2028 ($25,000)
- Capital funding analysis based on storm drain capital improvement plan
  - Total of $3.5M from FY 2026 through FY 2037
  - Averages $133,000 per year from rate funded capital
  - Assumed long-term borrowing
    - Hardesty Site Development & Equipment Storage ($1.1M, revenue bond)


Storm Drain Capital Improvement Plan Summary ($000s)
$1,400
$1,200
$1,000
$800
$600
$400
$200
$0
FY 2026
FY 2027
FY 2028
FY 2029
FY 2030
FY 2031
Rate Funded Capital
Reserves
Long-term Debt

23


Storm Drain Revenue Requirement Summary ($000s)
$1,600
$1,400
$1,200
$1,000
$800
$600
$400
$200
$0
($200)
FY 2026
FY 2027
FY 2028
FY 2029
FY 2030
FY 2031
O&M Expenses
Taxes & Transfers
Rate Funded Capital
Net Debt Service
Reserve Funding
Present Revenues

24



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Summary of the Storm Drain Revenue Requirement

- Developed based on prudent financial planning criteria and industry standard approaches
- Utilizes City storm drain customer characteristics, growth, and inflation assumptions
- Determines adequate funding for the storm drain utility to operate on a financially stable basis

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Storm Drain Residential Customer Bill						
Avg. Customer Bill[1]	$5.43	$6.43	$7.43	$8.44	$9.19	$9.68
Monthly $ Change		1.00	1.00	1.00	0.75	0.50

[1] - Per equivalent residential unit (ERU)

26

Storm Drain Cost of Service Analysis

- Simplified cost of service analysis for storm drain utility
- Total revenue requirement divided by total number of equivalent residential units

27

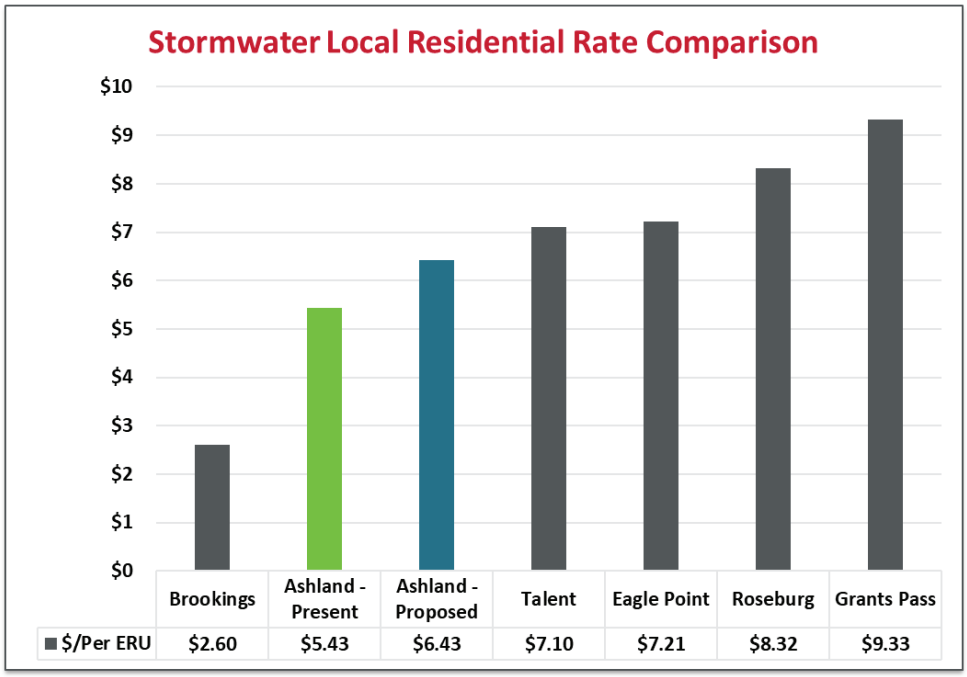
Storm Drain Rate Design

- No rate structure changes are proposed
- Rates are increased to meet revenue requirement

		Present Rates	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Single Family	*($ / ERU)*	$5.43	$6.43	$7.43	$8.43	$9.18	$9.68
Multi-Family	*($ / ERU)*	2.33	2.76	3.19	3.62	3.94	4.15
Commercial	*($ / ERU)*	5.43	6.43	7.43	8.43	9.18	9.68
All Other	*($ / 1,000 sq. ft.)*	1.80	2.13	2.46	2.79	3.04	3.20
Minimum Charge	*($ / ERU)*	5.43	6.43	7.43	8.43	9.18	9.68

28

Local Comparison – Storm Drain



4

Summary and Next Steps

Summary and Next Steps

- The wastewater and storm drain studies are based on industry standard approaches as well as City specific system and customer characteristics for each utility
- Draft technical analyses will be refined with City staff based on Council feedback
- Final study recommendations will be presented to Council for implementation

Questions and Discussion

Fire Season 2026

Preparedness summary

June 2, 2026

Wildfire Mitigation & Preparedness

- Outreach and Education
  - Collaboration with Ashland School District
  - Engaged approximately 1000 citizens through community events and online workshops including a collaboration with IBHS.

Wildfire Mitigation & Preparedness

- Community mitigation
  - Green debris drop off event
  - NW Youth Corps

Wildfire Mitigation & Preparedness

- Forestry
  - Pile burning completed
  - Re-Forestation in Siskiyou Mountain Park
  - Grant funding secured
  - Watershed drone flights

Wildfire Mitigation & Preparedness

- Weed Abatement
  - Cases in 2026 – 72
    - Citations – 4
    - Abatement Processs - 4
    - Total Acres Enforced - 50

Emergency Management Program

Wildfire Season Preparedness

Evacuation Zones and Routes

Evacuation Planning (Level 1, 2, 3)

Regional Coordination:

Emergency Preparedness Events

Jackson Alerts/Everbridge

Individual Preparedness:

Ashland CERT – Basic Training 2026

Better Prepared Neighborhoods

What's Next?

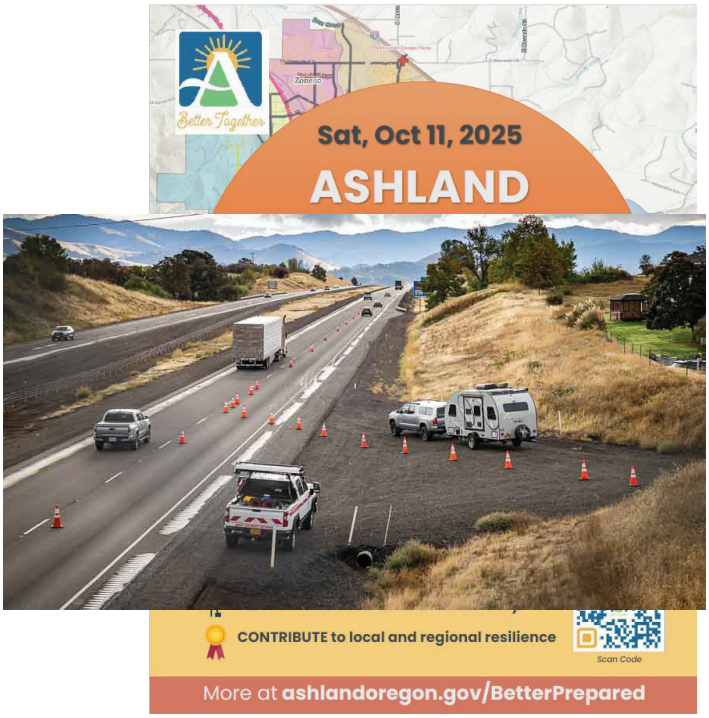
Drought, Heat and Fire Season

October Full Functional Exercise "Dam Failure"

Emergency Management

Wildfire Preparedness

Evacuation Zones and Routes

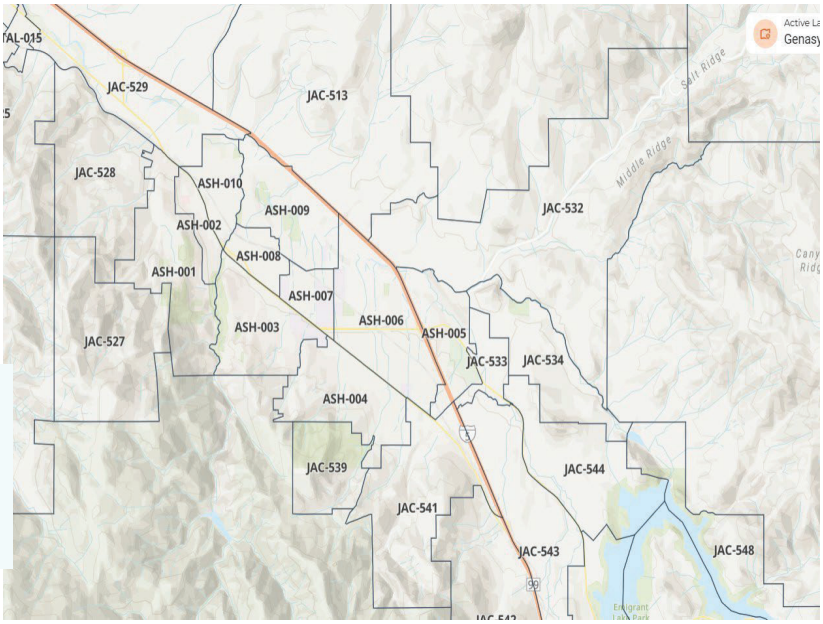


Community Wide Evacuation Drill 2025
Research Report coming soon

Emergency Management

Wildfire Preparedness

Evacuation Zones and Routes



Genasys Protect mapping tool

Emergency Management

Wildfire Preparedness

Evacuation Planning

Plan what your actions are for
Level 1 Be Ready
Level 2 Be Set
Level 3 Go Now!

Better Together

Emergency Management

Wildfire Preparedness

Better Together

Emergency Preparedness

Regional Coordination

Emergency Preparedness Events

Business Emergency Preparedness Workshop June 4, 2026

Free
Business Emergency Preparedness Workshop

Prepare your business for wildfire, smoke, water impacts, evacuation planning, employee safety, and business continuity. Receive practical tools, resources, and preparedness materials you can use right away.

Thursday, June 4, 2026
9–11AM Doors Open at 8:30 AM
Light Refreshments Provided

Oregon Shakespeare Festival
Hay-Patton Rehearsal Center 1-A
Enders Alley, Ashland

Register at
ashlandchamber.com/prepare

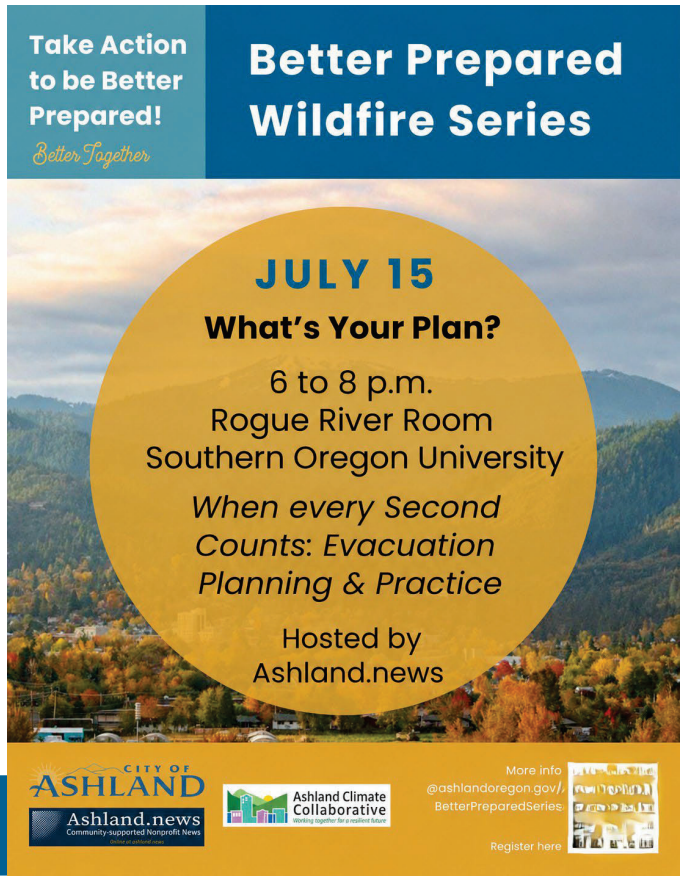
Better Together

Emergency Preparedness

Regional Coordination

Emergency Preparedness Events

Better Prepared July 15 @ SOU
Chamber of Commerce May 4
Want to see last years?
https://ashlandoregon.gov/betterpreparedseries



Better Together

Emergency Preparedness

Regional Coordination

Emergency Preparedness Events

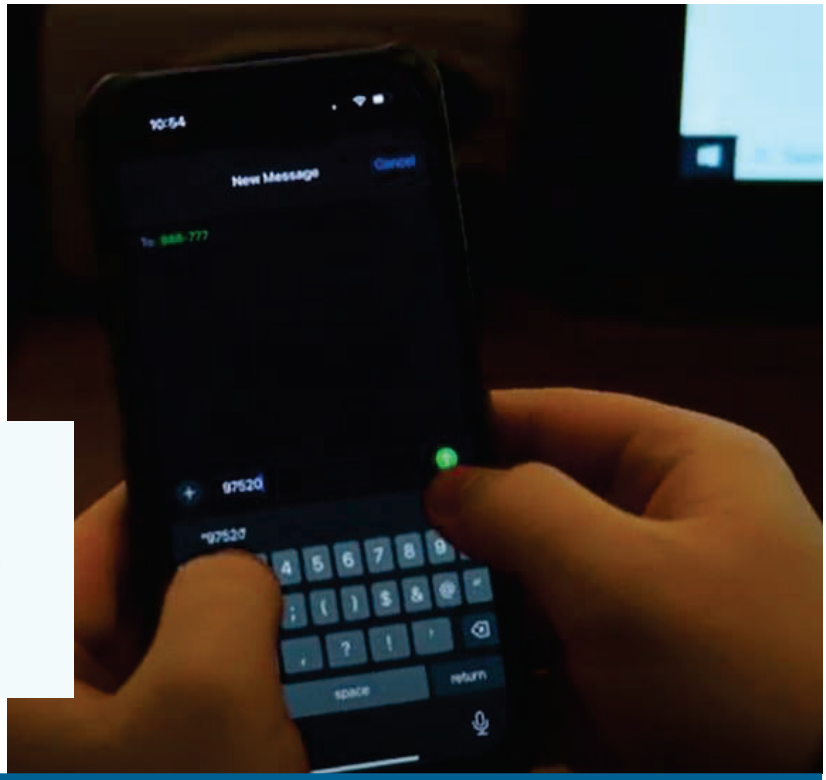
Ashland Emergency Management is coordinating ongoing preparedness trainings all season long

Emergency Preparedness

Regional Coordination

Jackson Alerts/Everbridge

Evacuation Messages aligned county-wide, plus
TEXT: JACKSONEVACS to 888777
and Spanish translations



Emergency Management

Regional Coordination

Better Together

Emergency Preparedness

Individual Preparedness

Ashland CERT

Public Outreach and Education

ASHLAND CERT COMMUNITY EMERGENCY RESPONSE TEAM

Monthly trainings,
September 2026 Basic Training Academy

Better Together

Emergency Preparedness

Individual Preparedness

Ashland CERT

Better Prepared Neighborhoods program

Learn Wildfire Risk Assessment and Evacuation Preparedness

Emergency Preparedness

What's Next?

Drought, Heat and Fire Season Research Project Reports

October 2026 Full Functional Exercise "Dam Failure"

Household Reponse to Wildfire report: https://ashlandoregon.gov/betterpreparedseries

THOUGHTS, QUESTIONS, FEEDBACK?

Thank you for supporting our emergency management program!

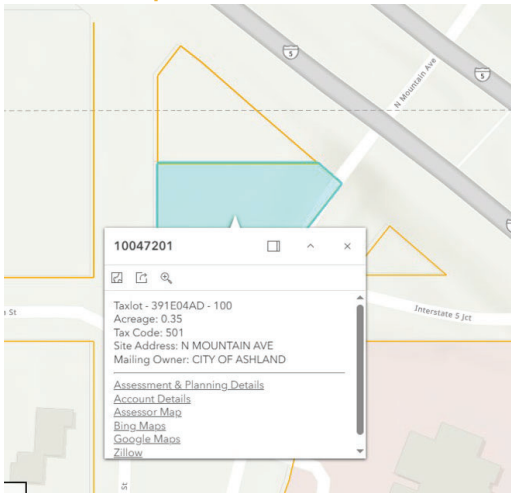
City Council Meeting

North Mountain Avenue Property Surplus June 2, 2026

VII. New Business

North Mountain Avenue Parcel Surplus

- The .35-acre parcel North Mountain zone (391E04AD TL#100)
- Appraised Value = $300k (2021)
- 4.2 Units (density) North Mountain Multi-Family
- Utilities Available



VII. New Business

North Mountain Avenue Parcel Surplus - Motion

I move to surplus tax lot #100 from Assessor Map 391E04AD

North Mountain Avenue Parcel Surplus – Next Steps

- Schedule Public Hearing with Terms and Conditions (AMC 2.55)
  - A description of the property or interest to be sold;
  - The proposed uses for the property;
  - The reasons why the City Council considers it necessary or convenient to sell the property; and
  - The time and place of the public hearing at which the sale of the property will be discussed.
- Staff Recommends
  - Market Based Sale Using Listing Agent

City Council Meeting

Hardesty Property Surplus June 2, 2026

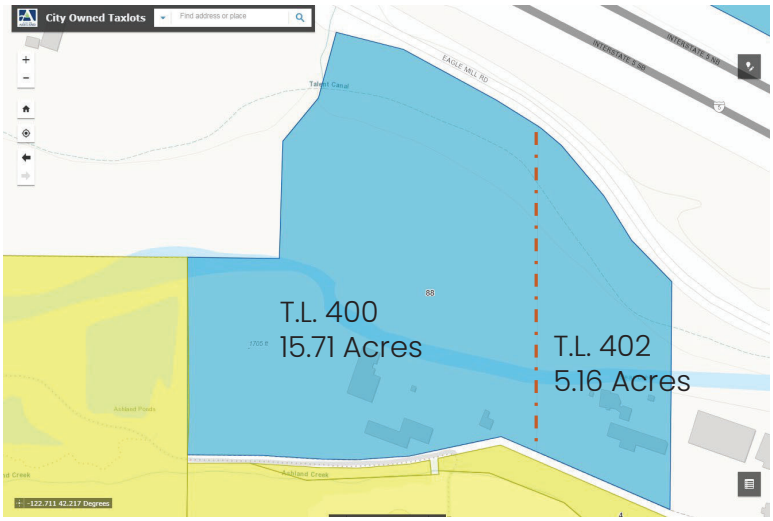
VII. New Business

Hardesty Property Surplus

- 1291 Oak Street - 5.16 Acres

- Jackson County Exclusive Farm Use Zoning
  - 2096 square foot two story house with outbuildings and garages

- Appraised Value T.L. #402 = $685k (2021)



VII. New Business

Hardesty Property Surplus - Options

- Divest solely of Tax Lot #402 (5.16 Acres with House)

- Divest of Tax Lot #402 and Work Toward a Boundary Line Adjustment
  - Include North Portion of Tax Lot #400 (~ 10 Acres of Land)

VII. New Business

Hardesty Parcel Surplus - Motion

I move to approve the surplus of the Hardesty Property tax lot 402 with the recommended boundary line adjustment.

Hardesty Parcel Surplus – Next Steps

- Develop Necessary Survey and Property Deed Updates
- Process Boundary Line Adjustment Through Jackson County
- Schedule Public Hearing with Terms and Conditions (AMC 2.55)
  - A description of the property or interest to be sold;
  - The proposed uses for the property;
  - The reasons why the City Council considers it necessary or convenient to sell the property; and
  - The time and place of the public hearing at which the sale of the property will be discussed.
- Staff Recommends
  - Market Based Sale Using Listing Agent

QUESTIONS?

ASHLAND CITY COUNCIL
JOINT STUDY SESSION WITH APRC
MINUTES
Wednesday, June 3, 2026

Mayor Grahan called the meeting to order at 5:31 p.m.

Council Present: Mayor Graham and Councilors Dahle, Bloom, DuQuenne (via Zoom), Hansen, Sherrell, and Kaplan.
Parks Commission Present: Chair Bachman and Commissioners Adams, Gardiner, Landt, and Weiner.
Staff Present:

Sabrina Cotta	City Manager
Alissa Kolodzinski	City Recorder
Johan Pietila	City Attorney
Rachael Dials	Deputy Parks Director
Bryn Morrison	Interim Finance Director
Jordan Rooklyn	Deputy City Manger

I. Call to Order

II. Reports and Presentations

a. Proclamation declaring 2026 as the Year of Public Art in Ashland

Graham read the proclamation into the record, and recognized the following notable initiatives underway during the year:

- Installation of a new mural by artist John Pugh
- Continued development of the Playwright's Walk, building upon the Oregon Shakespeare Festival's 90th anniversary season
- Installation of the Guanajuato Heart Sculpture honoring Ashland's sister city relationship
- Local artist participation in the traffic signal box painting project
- Community-funded restoration of the historic Perozzi Fountain
- The ongoing role of Southern Oregon University's Oregon Center for the Arts and Schneider Museum of Art in enriching community cultural life

b. Finance Update – Third Quarter FY 26 Financial Update and Forecast

Morrison provided a presentation (see attached).
Revenue and Expenditure Highlights: Citywide revenue rose by 5% to $78.2 million, driven by public safety, wildfire reduction, and parks fees, with food and beverage tax up by 6.2% and transient lodging tax by 10.1%. Intergovernmental revenue increased due to public works upgrades and fire reimbursements. Service charges fell due to a mild winter, and fines and forfeitures rose from parking enforcement. Interest on investments was only 78.7% of the prior year's level. Expenditures were within compliance, with personnel at 70.2% and materials at 68.8% of the budget.

Fund Balances and Program Insights: The citywide net position dropped from $89.9 million to $84.8 million due to capital projects, with declines in the general, street, water, and telecommunications

funds. A capital improvement fund deficit was addressed with a $200,000 transfer. Parks & Recreation saw a slight revenue increase and stable expenditures, maintaining a capital fund balance of approximately $3.5 million. The Low-Income Assistance Program showed $96,282 in discounts applied; updated figures suggest $116,000 used, indicating budget flexibility. Utility receivables totaled $5 million, with $2.6 million past due at over 120 days, prompting active collection efforts.

Financial Forecast: Adjustments included reduced franchise fee and electric users tax revenue, higher intergovernmental revenue, decreased investment interest, increased fire overtime, and $400,000 in contingency funds use. The general fund could fall below the 16.67% balance requirement by 2030, with potential fiscal impacts from Southern Oregon University's and Ashland Community Hospital's uncertain futures affecting utility and tax contributions.

Councilors discussed the appropriateness of using the ending fund balance for operations in relation to the city's updated financial policy. It was clarified that the budget accounted for reducing the accumulated COVID-era fund balance surpluses, which led the general fund balance to reach approximately 229% of the policy minimum, a situation not expected to continue. Concerns were raised about cost overruns on the Community Center and Pioneer Hall projects, which led to a $200,000 transfer from the general fund to the CIP fund. It was recommended that capital improvement projects be paused until the budget is more stable. It was confirmed that any unspent CIP project funds would roll over into the next fiscal year. The question was raised about whether a state emergency drought declaration would unlock funding to address fire department overtime, which would need further investigation.

c. Parks Fee Discussion

Rooklyn and Dials presented an overview of cost-reduction efforts undertaken by the Parks Department during the current biennium, in the context of the $5/month Parks Fee that sunsets June 30, 2027. The fee generates approximately $750,000 per year, representing roughly 10% of the Parks operating budget. Documented savings and efficiency measures included:

- Reorganization of manager positions to coordinator-level roles and consolidation of maintenance teams from three to two.
- A shared position with Public Works saving approximately $50,000
- A shared administrative coordinator position with the Finance Department
- Elimination of printed/mailed Parks & Recreation guides saving around $30,000 annually
- Reduction of trash cans and other service points to reallocate staff time
- Contracting out the Oak Knoll concession stand
- Conversion of landscaping at The Grove to reduce labor costs
- Purchase of three small electric street-legal vehicles
- Rising health insurance, workers' compensation, and fuel costs were being closely monitored and would be reflected in upcoming reports.

Discussion focused on the question of what the Parks fee should look like going forward. Cotta cautioned that it was premature to settle on a number, as several major budget decisions were still pending. Commissioners commented that they could not responsibly set a fee amount until the broader general fund picture was known, noted the absence of substantive financial mitigation

strategy discussions at the commission level to-date, and expressed support for a small joint subcommittee of councilors and commissioners to explore the issue. Councilors considered the need to reverse-engineer the revenue from a defined service level over a 6-to-10-year planning horizon (rather than just the next biennium) and emphasized the importance of public transparency during the process. Councilors expressed support for ongoing savings efforts, the joint subcommittee concept, and considered Parks as an economic driver deserving strategic investment.

Graham summarized the consensus: that the 2-year sunset of the Parks fee was originally intended to create space for exactly this kind of deliberation and that cost savings, service-level decisions, and revenue options must come together before the next budget cycle. All Council and Commission members present indicated support for establishing a joint working subcommittee of councilors and park commissioners to examine the parks fee, service levels, and revenue options. Graham and Bachman agreed to coordinate the formation of that group.

d. Food & Beverage Tax Renewal Process

Rooklyn provided an overview of the Food & Beverage Tax, a 5% tax on all prepared food and non-alcoholic beverages in place since 1993, which is set to sunset in December 2030. Current annual revenue distribution directs approximately $760,000 to the Parks Department (split between new capital projects and rehabilitation of existing infrastructure) and 73% of total revenue to the Street Fund for major rehabilitation projects. Any extension or change in allocation requires a public vote.

Rooklyn outlined the ballot process: the city must submit a ballot title 81 days prior to a target election (May or November), which then undergoes a public appeal period before moving forward. Once a ballot title is filed, city staff and resources may not be used to advocate for or against the measure but may produce neutral informational materials.

Discussion included consensus that the food and beverage tax is essential and should be maintained without a sunset. The original intent was to support Parks and reducing their allocation would increase pressure on the general fund. From an accounting standpoint, some members argued that the food and beverage tax should be viewed as a key and relatively fair revenue source for the entire city. Others proposed increasing the allocation to Parks, as the connection between the tax and Parks, may boost public support. It was suggested to examine the allowable uses of Parks' share of the tax for more operational flexibility and the idea of reallocating the 73% currently designated for street maintenance to a general capital facilities fund (for broader departmental flexibility) was raised. There was concern regarding cumulative tax fatigue for residents, though overall support for the tax was affirmed. It was clarified that the upcoming council agenda would not propose removing Parks' 25% share of the tax.

Graham noted that a community engagement process will be necessary, and that understanding road investment needs would help inform the appropriate allocation split. The item will return to the Council in August for further deliberation.

Councilors and Commissioners agree to extend the meeting by 30 minutes.

e. Median Maintenance and Herbicide Use

Dials provided an overview of the City's current herbicide practices, the Parks Department's Integrated Pest Management (IPM) Policy, and the financial implications of various weed control approaches (see attached). Rooklyn spoke about the survey results located in the packet.

- The City's pesticide ordinance (AMC 9.28) was adopted in 1996. The Parks Department adopted its IPM policy in 2010, revised in 2011 to make synthetic herbicide use a last resort, with a volunteer coordination program established in parallel generating over 12,000 volunteer hours annually.
- Current herbicides in use include Casoron (a pre-emergent powder) and Ranger Pro (containing glyphosate), applied via backpack sprayer by licensed pesticide applicators with full protective equipment, weather-dependent and posted 48 hours before and after application.
- In 2024, the Parks Commission approved an exception to allow herbicide application on city-owned medians and parking areas maintained by Parks staff. This expanded use accounts for the increase in acres treated in 2025.
- Since the expansion, median staff time dropped from 40 to 16 hours per month. Rock median conversions on Ashland Street (costing approximately $11,000) eliminated ongoing maintenance needs in those areas.
- Stopping herbicide use entirely was estimated to require one additional full-time staff member, and the volunteer program is currently at capacity.
- A GIS-generated map was presented showing all herbicide application sites since 2024.

Councilors and Commissioners agreed to extend the meeting by another 30 minutes.

Public Testimony was received from nine speakers, the majority of whom urged the city to halt herbicide use. Speakers cited health risks associated with glyphosate including links to non-Hodgkin's lymphoma and other conditions cited by the WHO and UC Berkeley. Speakers also noted increased spray locations between 2023 and 2025, concerns about exposure to children, pets, and sensitive residents, and the vagueness of AMC 9.28. Speakers referenced a community packet with research, petition signatures from 694 residents, letters from organizations including the Ashland Bellevue Grange, and a draft ordinance proposing elimination of pesticide use. Recommended alternatives included native drought-tolerant plantings, mulch, weed steamers, weed torches, and OMRI-listed organic herbicides. One speaker offered a counterpoint, noting that the volume of glyphosate used citywide is small, that spot treatment in parking lots and around utility boxes is categorically different from treating open play areas, and that glyphosate's soil chemistry limits its persistence when applied correctly.

Council and Commission discussion considered the adoption of the Parks IPM as a unified citywide policy and whether there was a downside to doing so. Rooklyn agreed a single policy would be useful, with exceptions to be worked out through collaboration with departments. Commissioners clarified the 2024 exception that brought medians under the Parks IPM umbrella. Councilors raised the prospect of suspending glyphosate use in medians and parking strips while the policy process plays out. Dials acknowledged that a short suspension would be manageable but noted increased staff time and the potential for windshield damage associated with weed-eating in parking lots.

Mayor Graham summarized the next steps, confirmed by head nods of members present:

- The Council will take up the question of whether to halt the use of herbicides/pesticides in medians and parking strips until the city has a formal policy decision, potentially at the next meeting.
- Staff will bring the Parks Department IPM Policy to the Council for consideration as a unified citywide policy, following the mid-June herbicide discussion. This includes coordinating with city departments to assess where exceptions may be appropriate.
- Staff will initiate a process for redesigning the city's medians to reduce maintenance, water use and potential reliance on herbicides.

III. **Adjournment of Study Session**.

The meeting was adjourned at 8:00 pm.

_____ _____

City Recorder Alissa Kolodzinski Mayor Tonya Graham

DRAFT

Finance Update
Third Quarter FY26

June 3, 2026

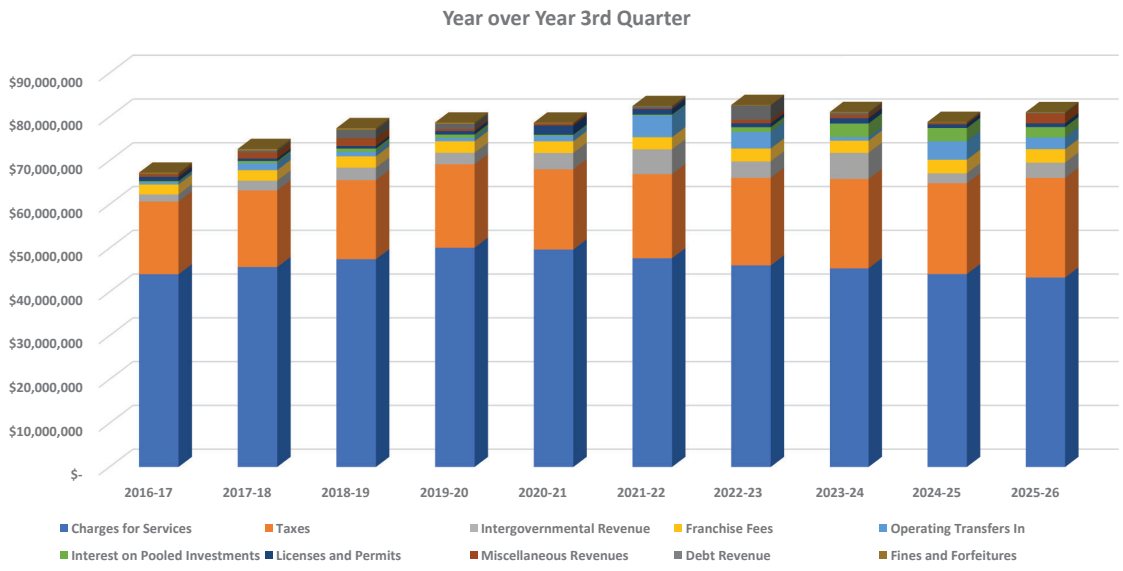
Finance

Third Quarter FY26 Financials:

- Summary of Fund Balances
- Summary of Revenues and Expenditures – City Wide
- Statement of Resources, Requirements, and Changes in Fund Balance - by Fund
- Summary of Cash & Investments

Finance

Revenues



Finance

Revenues

- City-Wide $78.2M or 5% increase from prior year
- Taxes
  - *Increase due to Public Safety Fee and Wildfire Reduction Fee increase and creation of Parks Fee*
  - *Food and Beverage Tax- 6.2% increase from prior year*
  - *Transient Lodging Tax-10.1% increase from prior year*
- Licenses and Permits, System Development Charges
  - *Higher than prior year for this time period*

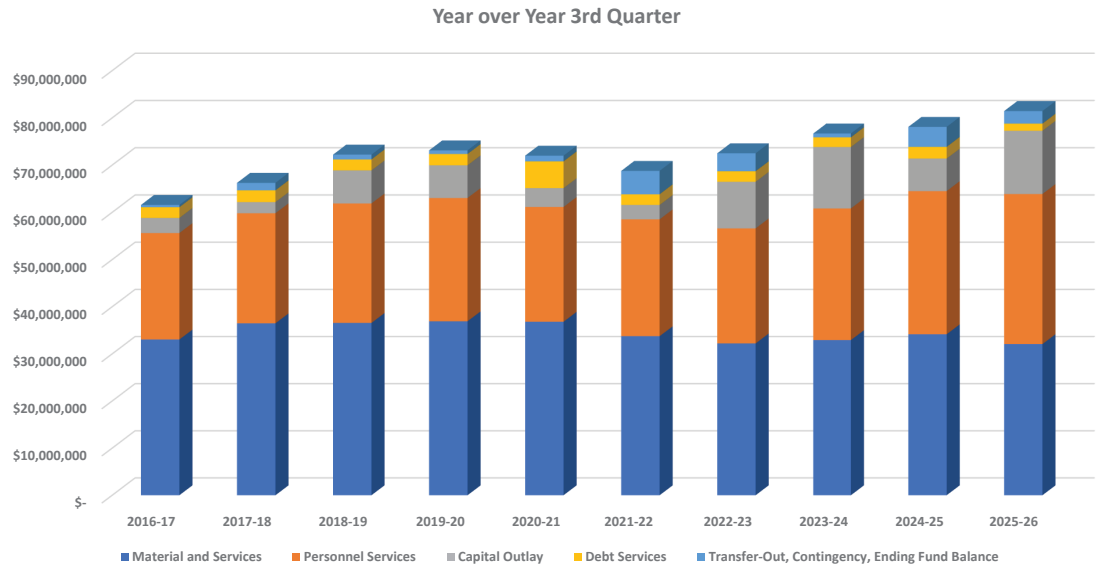
Finance

Revenues

- Intergovernmental Revenue
  - *Grant Revenue-Public Works TAP system upgrades, conflagration reimbursement for Fire, State Revenue Sharing increased slightly*
- Charges for Services
  - *Lower than previous year for same time period due to mild winter*
- Fines and Forfeiture
  - *Higher than the previous year due to increased Parking Fine Revenue*
- Interest on Investments
  - *Decreased- 78.7% compared to prior year*
- Miscellaneous Revenues
  - *Increased over prior year-sale of Clean Fuel Credits and Decommissioned Assets in the Equipment Fund*

Finance

Expenditures



Finance

Expenditures

- Third quarter, first year of biennium-75%
  - *Personnel Services 70.2% of budget*
  - *Materials and Services 68.8 % of budget*
  - *Debt Service is trending as expected based on repayment schedules*
  - *Capital Outlay is trending as expected based on timing of projects*
- Within expectations for third quarter

Finance

City's Net Position

- Fund Balance
  - *City Wide = $84.8M vs $89.8M previous year*
  - *General Fund = $16.8M vs $20M previous year*
  - *Street Fund = $3.2M vs $3.9M previous year*
  - *Water Fund = $16M vs $19.3M previous year*
  - *Telecommunications Fund = $2.6 vs $3M previous year*
  - *Capital Improvement Fund- Transfer of $200,000 from the General Fund*
- Cash & Investments
  - *City Wide = $79.2M vs $83.6M previous year*

Finance

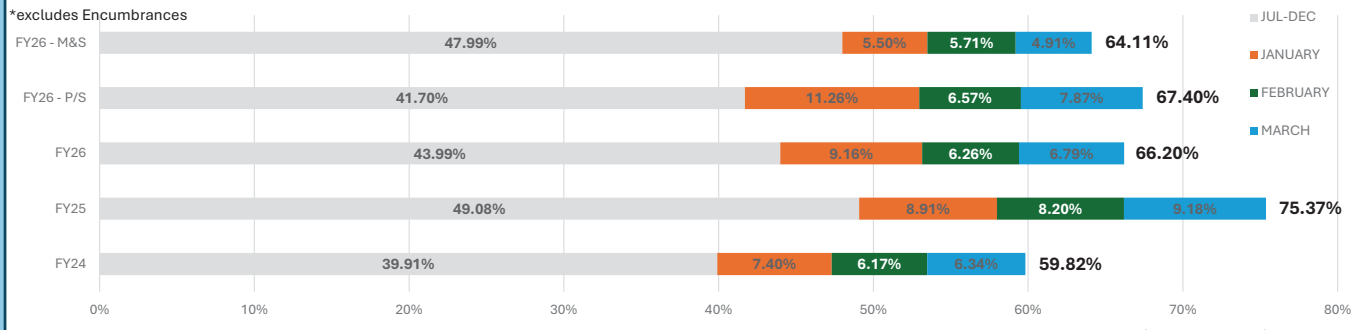
Ashland Parks and Recreation

- Revenue
  - *Slightly higher than previous year*
- Expenditures
  - *Within budget expectations*
    - *General Fund Personnel Services 67.4%*
    - *General Fund Materials and Services 64.1%*
    - *Parks Capital Improvement Fund balance $3,478,241*

PARKS SUMMARY

GENERAL FUND: ORIGINAL APPROPRIATION BUDGET EXECUTION*

*excludes Encumbrances

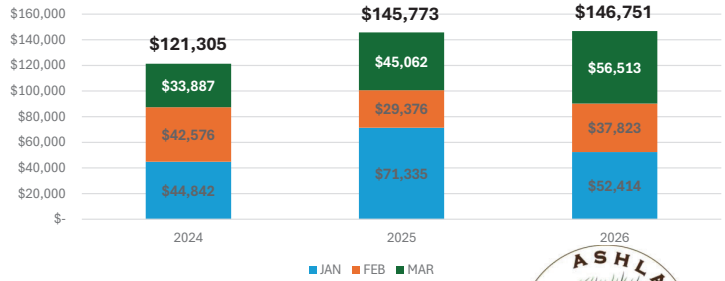


Q3 FY26 BALANCE: **$2,619,634** of $7,750,540

PARKS CIP*

*excludes Encumbrances

PRIOR BALANCE: $3,250,234
JANUARY: + $25,362
FEBRUARY: + $147,713
MARCH: + $54,932
Q3 BALANCE: $3,478,241



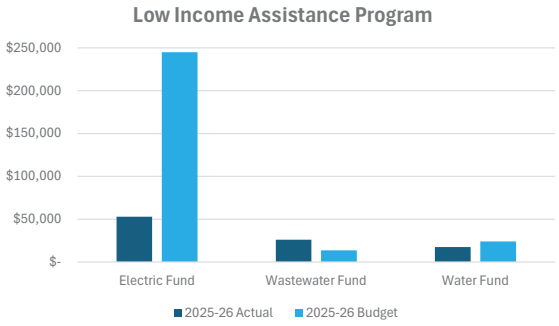
GENERAL FUND REVENUE*

*excludes Park Maintenance Agreements / Parks Grants

Finance

Update on Low Income Assistance Program

- 451 Qualified Customers
- 28 have reached $400 threshold



As of March 31, 2026

	2025-26 Actual	2025-26 Budget
Electric Fund	$ 52,955	$ 245,000
Wastewater Fund	25,996	13,660
Water Fund	17,331	24,000
	$ 96,282	$ 282,660

Finance

Update on Utility Receivable

- $2.6M of $5M total is past due
- $1.3M on payment plan, $1.3M not and subject to delinquent processing

Utility Billing Receivable

Fund:	As of March 31, 2026	Total Delinquent
General	$ 707,619	$ 386,927
Street	234,285	128,360
Wildfire Risk Reduction	74,457	24,260
Water	727,550	356,324
Wastewater	684,375	302,743
Stormwater	85,088	34,478
Electric	2,133,194	1,195,409
Telecommunications	391,373	202,489
	$ 5,037,942	$ 2,630,991

Amount on payment plans:	$ 1,271,006
Amount without payment plans:	$ 1,359,985

Finance

Update on Utility Receivable

- Total Aging By Fund:

	1 to 30	31 to 60	61 to 90	91 to 120	Over 120	Total	Total Delinquent
General	$ 320,693	$ 60,298	$ 43,140	$ 28,468	$ 255,021	$ 707,619	$ 386,927
Street	105,925	17,247	11,452	8,708	90,953	234,285	128,360
Wildfire Risk Reduction	50,197	7,253	4,363	3,044	9,600	74,457	24,260
Water	371,226	51,564	32,891	21,871	249,998	727,550	356,324
Wastewater	381,632	53,746	30,290	20,832	197,875	684,375	302,743
Stormwater	50,610	5,967	3,520	2,439	22,551	85,088	34,478
Electric	937,785	172,401	124,150	79,421	819,438	2,133,194	1,195,409
Telecommunications	188,884	22,659	25,096	8,936	145,798	391,373	202,489
	$ 2,406,951	$ 391,136	$ 274,901	$ 173,719	$ 1,791,234	$ 5,037,942	$ 2,630,991

Finance

General Fund Forecasting Update

- Process for forecasting
  - Gather and analyze historical averages
  - Develop set of assumptions
  - Continue to evaluate Revenue and Expenditure streams
  - Update forecast periodically

Finance

General Fund Forecasting Update

- Additional Adjustments to the forecast from February 11, 2026:
  - Increased Fuel Costs
  - Increased Fire Department Overtime
  - Incorporated sunset of Food and Beverage tax in worst case scenario

Finance

General Fund Forecasting Update

- Potential Impacts:
  - Unfunded Capital needs
  - Impact of the future of SOU
  - Impact of the closure of most of Ashland Community Hospital

Finance

SOU and Asante potential impacts

Southern Oregon University	Yearly
Food and Beverage Tax at SOU	$ 40,000
Utilities SOU pays	2,040,000
Utilities for SOU Family Housing	225,000
	$ 2,305,000

Asante Ashland Community Hospital	$ 835,000

Asante Ashland Community Hospital	Yearly
Electric Fund	$802,795
General Fund	$8,364
Stormwater Fund	$1,029
Street Fund	$2,332
Wastewater Fund	$6,191
Water Fund	$10,490
Wildfire Risk Reduction Fund	$1,010

SOU Utility Accounts	Yearly
Electric Fund	$1,671,310
General Fund	$5,175
Stormwater Fund	$28,176
Street Fund	$96,019
Wastewater Fund	$64,128
Water Fund	$163,725
Wildfire Risk Reduction Fund	$11,279

SOU Family Housing Accounts	Yearly
Electric Fund	$110,547
General Fund	$39,167
Stormwater Fund	$1,216
Street Fund	$13,541
Telecommunication Fund	$823
Wastewater Fund	$15,927
Water Fund	$38,566
Wildfire Risk Reduction Fund	$2,819

Finance

General Fund Forecasting Update

Best Case Scenario

	2024-25 Actual	2025-26 Forecast	Change	2026-27 Forecast	Change	2027-28 Forecast	Change	2028-29 Forecast	Change	2029-30 Forecast	Change	2030-31 Forecast	Change
Revenues	**$42,905,006**	**$42,767,275**	**0%**	**$43,246,251**	**1%**	**$44,125,130**	**2%**	**$45,393,291**	**3%**	**$46,671,490**	**3%**	**$47,931,876**	**3%**
Taxes	20,183,671	22,371,155	10%	23,027,439	3%	23,704,694	3%	24,403,594	3%	25,124,836	3%	25,834,708	3%
Franchise Fees	4,240,385	4,410,000	4%	4,910,000	10%	5,106,400	4%	5,310,656	4%	5,523,083	4%	5,744,006	4%
Charges for Services	11,121,520	11,344,268	2%	11,699,840	3%	12,218,069	4%	12,605,428	3%	13,006,648	3%	13,422,249	3%
Intergovernmental Revenue	584,078	595,760	2%	607,675	2%	619,828	2%	632,225	2%	644,869	2%	657,767	2%
Grants	620,352	250,000	-148%	250,000	0%	250,000	0%	250,000	0%	250,000	0%	250,000	0%
Licenses and Permits	1,101,054	1,125,277	2%	1,150,033	2%	664,334	-73%	678,949	2%	693,886	2%	709,152	2%
Fines and Forfeitures	182,961	186,620	2%	190,353	2%	194,160	2%	198,043	2%	202,004	2%	206,044	2%
Operating Transfers In	3,850,774	1,532,545	-151%	497,545	-208%	497,545	0%	497,545	0%	497,545	0%	497,545	0%
Interest on Pooled Investments	850,261	780,000	-9%	740,000	-5%	695,000	-6%	640,000	-9%	550,000	-16%	430,000	-28%
Miscellaneous Revenues	169,950	171,650	1%	173,366	1%	175,100	1%	176,851	1%	178,619	1%	180,405	1%
Expenses	**$44,590,710**	**$44,096,359**	**-1%**	**$45,352,510**	**3%**	**$45,261,047**	**0%**	**$46,863,569**	**3%**	**$48,678,141**	**4%**	**$50,547,925**	**4%**
Personal Services	28,941,626	29,652,411	2%	31,020,774	4%	31,523,572	2%	32,869,005	4%	34,282,966	4%	35,769,452	4%
Materials & Services	12,822,638	12,149,305	-6%	12,293,095	1%	12,638,832	3%	13,195,922	4%	13,596,533	3%	13,979,831	3%
Capital Outlay	1,480,203	1,441,142	-3%	885,142	-63%	445,142	-99%	445,142	0%	445,142	0%	445,142	0%
Operating Transfers Out	1,346,243	453,500	-197%	353,500	-28%	653,500	46%	353,500	-85%	353,500	0%	353,500	0%
Contingency Used		400,000	0	800,000	0	0	0	0	0	0	0	0	0
Beginning Fund Balance	***$17,057,723***	***$15,372,019***		***$14,042,935***		***$11,936,676***		***$10,800,759***		***$9,330,480***		***$7,323,830***	
Ending Fund Balance	***$15,372,019***	***$14,042,935***		***$11,936,676***		***$10,800,759***		***$9,330,480***		***$7,323,830***		***$4,707,780***	
Operating Expenditures	$41,764,264	$42,201,717		$44,113,868		$44,162,405		$46,064,927		$47,879,499		$49,749,283	
Fund Balance Policy (16.67%)	$6,962,103	$7,035,026		$7,353,782		$7,361,873		$7,679,023		$7,981,512		$8,293,205	
Excess/(Deficiency)	$8,409,916	$7,007,909		$4,582,894		$3,438,886		$1,651,457		($657,683)		($3,585,425)	
Unassigned	$13,516,988												

Finance

General Fund Forecasting Update

- Year End Estimate Using May 31, 2026
  - Franchise Fee and Electric Users Tax reduced for mild winter
  - Intergovernmental Revenue increased
  - Interest on Investments decreased
  - Administration-Capital increased only this year
  - Fire-Overtime increased
  - Decreased Parks Capital Outlay
  - Use of Contingency

Finance

General Fund Forecasting Update

General Fund Forecast

Scenario based on Actuals as of May 31, 2026

	2024-25 Actual	2025-26 Forecast	Change	2026-27 Forecast	Change	2027-28 Forecast	Change	2028-29 Forecast	Change	2029-30 Forecast	Change	2030-31 Forecast	Change
Revenues	**$42,905,006**	**$42,220,095**	**-2%**	**$42,973,358**	**2%**	**$43,960,700**	**2%**	**$45,353,652**	**3%**	**$46,798,419**	**3%**	**$48,254,213**	**3%**
Taxes	20,183,671	22,012,420	8%	22,747,582	3%	23,492,379	3%	24,265,216	3%	25,067,244	3%	25,856,819	3%
Franchise Fees	4,240,385	4,100,000	-3%	4,600,000	11%	4,784,000	4%	4,975,360	4%	5,174,374	4%	5,381,349	4%
Charges for Services	11,121,520	11,224,402	1%	11,576,378	3%	12,090,903	4%	12,474,447	3%	12,871,738	3%	13,283,292	3%
Intergovernmental Revenue	584,078	718,843	19%	740,408	3%	762,621	3%	785,499	3%	809,064	3%	833,336	3%
Grants	620,352	574,385	-8%	574,385	0%	574,385	0%	574,385	0%	574,385	0%	574,385	0%
Licenses and Permits	1,101,054	1,130,000	3%	1,154,860	2%	669,267	-73%	683,991	2%	699,039	2%	714,417	2%
Fines and Forfeitures	182,961	215,000	15%	221,450	3%	228,094	3%	234,936	3%	241,984	3%	249,244	3%
Operating Transfers In	3,850,774	1,532,545	-151%	632,545	-142%	632,545	0%	632,545	0%	632,545	0%	632,545	0%
Interest on Pooled Investments	850,261	637,500	-33%	650,000	2%	650,000	0%	650,000	0%	650,000	0%	650,000	0%
Miscellaneous Revenues	169,950	75,000	-127%	75,750	1%	76,508	1%	77,273	1%	78,045	1%	78,826	1%
Expenses	**$44,590,710**	**$44,340,178**	**-1%**	**$45,352,510**	**2%**	**$45,261,047**	**0%**	**$46,863,569**	**3%**	**$48,678,141**	**4%**	**$50,547,925**	**4%**
Personal Services	28,941,626	29,735,044	3%	31,020,774	4%	31,523,572	2%	32,869,005	4%	34,282,966	4%	35,769,452	4%
Materials & Services	12,822,638	12,101,634	-6%	12,293,095	2%	12,638,832	3%	13,195,922	4%	13,596,533	3%	13,979,831	3%
Capital Outlay	1,480,203	1,650,000	10%	885,142	-86%	445,142	-99%	445,142	0%	445,142	0%	445,142	0%
Operating Transfers Out	1,346,243	453,500	-197%	353,500	-28%	653,500	46%	353,500	-85%	353,500	0%	353,500	0%
Contingency Used		400,000	0	800,000	0	0	0	0	0	0	0	0	0
Beginning Fund Balance	***$17,057,723***	***$15,372,019***		***$13,251,936***		***$10,872,784***		***$9,572,438***		***$8,062,521***		***$6,182,799***	
Ending Fund Balance	***$15,372,019***	***$13,251,936***		***$10,872,784***		***$9,572,438***		***$8,062,521***		***$6,182,799***		***$3,889,088***	
Operating Expenditures	$41,764,264	$42,236,678		$44,113,868		$44,162,405		$46,064,927		$47,879,499		$49,749,283	
Fund Balance Policy (16.67%)	$6,962,103	$7,040,854		$7,353,782		$7,361,873		$7,679,023		$7,981,512		$8,293,205	
Excess/(Deficiency)	$8,409,916	$6,211,082		$3,519,003		$2,210,565		$383,498		($1,798,713)		($4,404,118)	
Unassigned	$13,516,988												

QUESTIONS?

Median Maintenance & Herbicide Use

Joint Study Session - Council/Parks
June 3, 2026

Policies, Plans & Goals Supported

- AMC 9.28 Pesticide Policy
- APRC Integrated Pest Management Policy No. 105 (IPM)

Timeline

1996: City Adopted Ordinance 2790

1996-2009: Herbicides routinely used in city and park areas (parks, cemetaries, parking lots, playgrounds, medians)

2010: APRC adopted IPM policy that made herbicide use the last option.

2011: Policy revised to replace synthetic pesticides in all Ashland Parks with non-synthetic with a few exceptions.

Median Maintenance & Herbicide Use

APRC Integrated Pest Management Policy (IPM)

Policy creation

- 1 FTE volunteer coordinator position was created in 2010 after policy adoption to oversee volunteers with a focus on weed management.
- Currently: 52-60 work parties per year; 12,000+ hours (5FTE)

Definitions:
Synthetic: chemical
Non-synthetic: Natural
OMRI Herbicides: natural

Herbicides used:
Casaron: also known as dichlobenil Pre-emergent powder used to prevent weed germination
Ranger Pro: Glyphosate is an active ingredient in this product

Median Maintenance & Herbicide Use

IPM Policy revisions throughout the years:

Policy Revision
Per commission approval on February 28, 2011:
The commission authorized staff to replace synthetic pesticides in all Ashland parks with organic products, using the application standards outlined in the existing Integrated Pest Management Policy, with the exceptions of Oak Knoll Golf Course and poison oak in summer months.

Policy Revision
Per commission approval on April 28, 2014:
The commission approved, for the 2014 season only, allowing an APRC IPM policy exemption for staff use of non-organic herbicides in two requested areas: the pitching warm-up area and the warning tracks at North Mountain Park.

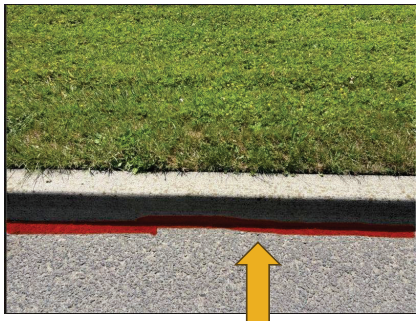
Policy Revision
Per commission approval on May 22, 2017:
The commission approved the use of synthetic wasp spray in parks as a last resort for public safety.

Policy Revision
Per commission approval on June 13, 2024:
The commission modified the APRC IPM POLICY to apply only to City Council designated park lands (parks, trails, and open space).

Median Maintenance & Herbicide Use

Regulations of Use-Herbicides
Where are we using it?

Grass medians on Siskiyou Blvd - **we do not use herbicides on grass.**



Spot Spray curbline

Spot Spray around utility boxes

Median Maintenance & Herbicide Use

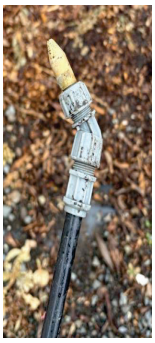
Regulations of Use-Herbicides

Public Notification: Notice is posted on-site 48 hours before and maintained 48 hours after any application.

Environmental Constraints: Applications are strictly weather-dependent to prevent drift or runoff.

Ranger Pro-Glyphosate:
- Only applied when 50 degrees or warmer, no wind (less than 6 mph), no rain
- 2 oz of glyphosate to 1 gallon of water. Applied via a pressurized backpack sprayer for highly precise, localized spot-treatment of unwanted weeds only.

Casaron:
- Pre-emergent powder applied to the soil via a handheld spreader.
- Only applied when it can be "watered in" (rain or sprinklers), no wind



Median Maintenance & Herbicide Use

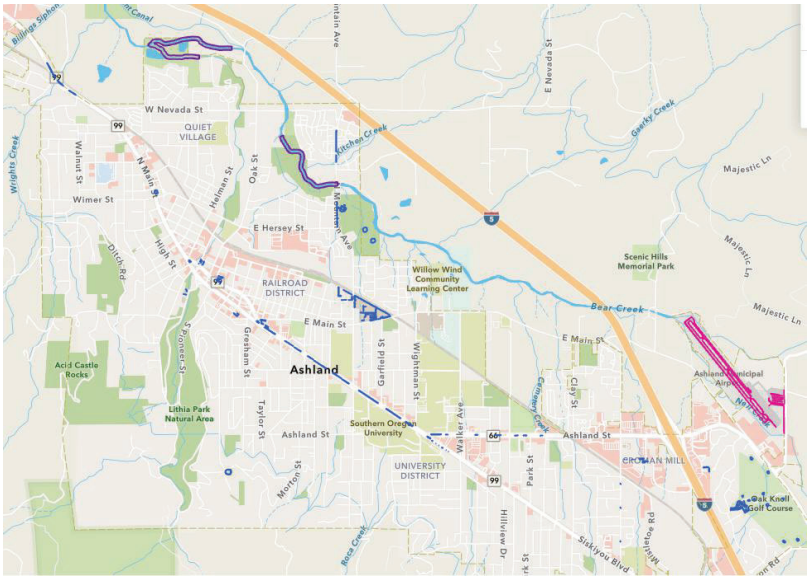
Staff Protections & Credentials:

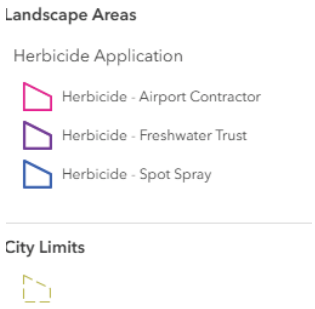
- Staff must wear full Personal Protective Equipment (PPE), including long pants, boots, long-sleeved shirts, and safety goggles.
- State-level pesticide applicator license is required to apply, supervise, or advise on the use of certain pesticides. Licensing is administered by the Oregon Department of Agriculture.
- Each time a product is used, it is documented. All use is within the current policies.

Median Maintenance & Herbicide Use

LOCATIONS of herbicide use:

GIS Webmap: http://gis.ashland.or.us/herbicide





This map details where herbicides have been spot-sprayed or target-sprayed on city-owned property since 2024.

Median Maintenance & Herbicide Use

How Much is used? Spot spray only

Year	Total Glyphosate Applied*	Policy / Scope Context
2023	1.4 Gallons	Restricted primarily to park exceptions.
2024	2.0 Gallons	June 2024 approval expanded usage to non-park areas (medians, parking strips).
2025	5.37 Gallons	Reflects full-year maintenance of expanded City-owned non-park properties.

*Does not include the application of glyphosate at the Airport or the Ashland Creek restoration project, as both are applied by a contractor per project requirements.

- **Medians** account for 1.86 acres of maintained area
- **Parking lots and other non-park designated areas** account for an additional 4.48 acres
- **Park areas** account for 2.42 acres at OKGC parking lot and greens, infields at NMP

Median Maintenance & Herbicide Use

Financial & Staffing Impact

Labor Reductions: After the changes to the Parks IPM policy in June 2024 (where medians were included), hours on medians reduced from 40 hours per month to 16 hours per month.

Infrastructure Improvements: Rock medians installed in Oct. 2025 have required no ongoing maintenance. Cost was around $11,000 for materials and staffing.

Current Care alongside Herbicide Use:

Other median maintenance: 10 hours a week x 1 person doing weed eating, hedging, edging, curbs, mowing, irrigation repairs.

Parking lot maintenance: 8 hours a week x 1 person doing weed eating, hedging, edging, curbs, mowing, irrigation repairs.

Median Maintenance & Herbicide Use

Financial & Staffing Impact

- Since utilizing herbicides as a "tool" in city areas, thickness of weeds is about 1/3 of what it used to be. Less weeds go to seed and our staff is able to reallocate the saved time to other tasks.
- **Future Staffing Projections:** Operating without herbicide application in medians, parking lots, and other non-park areas is estimated to require an addition full-time employee.
- **Volunteer Limitations:** The volunteer program is at maximum capacity, managing 52 to 60 work parties annually and over 12,000 hours (equivalent to 5 FTE) of volunteer service throughout the parks system. Expanding this program to offset manual weeding would require an additional full-time employee.

Median Maintenance & Herbicide Use

Survey Results

- The City requested community feedback and recommendations on future median designs. The survey was open from March 14th through May 20th, 2026, and received 131 survey responses and 35 pictures of example medians. The summary of survey results are in the Meeting Packet, along with the photos submitted for median examples.
- Next Steps
  - Discussion: Is there any staff direction that the Council and Park Commission want to give?

QUESTIONS?

SPEAKER REQUEST FORM

Study Session

Submit this form to the meeting Secretary prior to the discussion item.

1) You will be called forward when it is your turn to speak

2) State your name and speak clearly into the microphone

3) Limit your comments to the time allotted

4) Provide any written materials to the meeting Secretary

5) Speakers are solely responsible for the content of their statement

Date: 06.03.2026

Name: (Please Print) Suzie Aufderheide

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: NO glyphosate

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

Disclaimer: By submitting this request to address the Public Body, I agree that I will refrain from the use of any obscene, vulgar, or profane language. I understand that if I do not follow procedure my speaking time may be terminated, and I may be requested to sit down or leave the building.

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Date: 6/3/26

Name: (Please Print)

Nick David

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Herbicide

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Date: JUNE 3

Name: (Please Print) CLARINDA MERRIEW

Ashland Resident:

☑ YES ☐ NO City: _____

Agenda Topic/Item Number: 11. e. Median Maitenance & Herbicide Use

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Date: 06/03/26

Name: (Please Print)
FRANCES DUNHAM

Ashland Resident:
☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
11.e. MEDIANS & HERBICIDES

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Date: 6.3.26

Name: (Please Print)

ALLAN PETERSON

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

HERBICIDES/MEDIANS

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5) Speakers are solely responsible for the content of their statement

Date: 6/3/26

Name: (Please Print)
Cate Hartzell

Ashland Resident:
☒ YES ☐ NO City: _____

Agenda Topic/Item Number:
Herbicide Use

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Date: June 3rd, 2026

Name: (Please Print)

Daniel Gregg

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Use of herbicides on city property

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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SPEAKER REQUEST FORM

Study Session

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4) Provide any written materials to the meeting Secretary

5) Speakers are solely responsible for the content of their statement

Date: 6/3/2026

Name: (Please Print)

JULIE NORMAN

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

E. Median Maintenance & Herbicide Use

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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Eco Friendly Ashland Speaker #1 of 3 requested

SPEAKER REQUEST FORM

Study Session

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Date: 6/3/26

Name: (Please Print)

SHARON BRYSON

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number:

Glyphosate Herbicide Use

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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* I request to speak after #2 of 3 Julie Norman

SPEAKER REQUEST FORM

Study Session

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2) State your name and speak clearly into the microphone

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5) Speakers are solely responsible for the content of their statement

Date: 6/3/26

Name: (Please Print)

Angelina McLean

Ashland Resident:

☒ YES ☐ NO City: _____

Agenda Topic/Item Number: e.

Medians and Herbicide Use

Please respect the order of proceedings and strictly follow the directions of the presiding officer. Behavior or actions which are loud or disruptive are disrespectful and offenders will be requested to leave.

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*I request to speak after Sharon Bryson (Eco Friendly Ashland) #3 of 3

HERBICIDE AND PESTICIDE USE IN THE CITY OF ASHLAND

Presented by Eco Friendly Ashland ecofriendlyashland@gmail.com
Sharon Bryson, Julie Norman and Angelina McClean
May 14, 2026

Table of Contents

Introduction
Map of 2025 Spray Sites in Medians and Parking Lots on City Property
Photos of Selected Spray Sites
Health and Environmental Concerns
Recommendations
Examples of Pesticide Reduction in other Municipalities
Letters of Support
Petition (668 Signatures)

Introduction

In June 2024, the City began backpack spraying the cancer-causing glyphosate herbicide on landscaped City properties along streets. In 2025, this included 22 street medians (primarily on N. Main, Siskiyou Blvd, and Ashland Street).

The current policies governing herbicides include: the 2010 Parks Department Integrated Pest Management Policy (created by a citizen initiated ad hoc committee) and the Ashland Municipal Code (AMC) Chapter 9.28 Pesticide Policy. Medians and other City property are under AMC 9.28, which is inconsistent with and weaker than the Parks Department IPM Policy.

In 2025 Parks Department technicians filed 18 *Pesticide Application Records.* These describe herbicide spraying with Glyphosate on parts of 22 street medians, 2 parking lots, and other landscaped areas. On these City properties, Glyphosate is intended to control weeds in the shrub beds, in cracks, along curbs, and around the bases of City infrastructure (poles, control units, etc.). The total amount of Glyphosate applied was 4.47 gallons, diluted with 178 gallons of water. [Tanks on a backpack sprayer can hold approximately 4-5 gallons, so the Parks Department technicians likely had to refill them numerous times.]

This is an increase of herbicide applications from the 2023 and 2024 records. As public awareness has grown, over 600 residents have expressed concerns, and community members have begun to organize groups and research solutions and alternatives to these herbicide applications.

In response to the City's invitation for public comments, we have included six recommendations from the Eco Friendly Ashland Group.

CITY OF ASHLAND
1. LITHIA PARK
2. HUNTER PARK
3. GARFIELD PARK
4. RAILROAD PARK
5. YMCA PARK
6. GARDEN WAY PARK
7. GLENWOOD PARK
8. TRIANGLE PARK
9. CLAY ST PARK
10. DOG PARK
11. SISKIYOU MOUNTAIN PARK
12. OREDSON TODD WOODS
13. NORTH MOUNTAIN PARK
14. BEAR CREEK GREENWAY
15. HALD STRAWBERRY PARK
16. ASHLAND COMMUNITY SKATE PARK
17. BLUEBIRD PARK
18. SHERWOOD PARK
19. OAK KNOLL GOLF COURSE
20. VOGEL PARK
21. SCENIC PARK
22. BELLVIEW ELEMENTARY
23. LINCOLN ELEMENTARY
24. WALKER ELEMENTARY
25. HELMAN ELEMENTARY
26. BRISCOE ELEMENTARY
27. ASHLAND MIDDLE SCHOOL
28. ASHLAND HIGH SCHOOL
DRAFT MAY '26
GLYPHOSATE SPRAY SITES IN 2025
IN: MEDIANS & 2 PARKING LOTS ON CITY PROPERTY
HIGHWAY 99
N MAIN ST
W NEVADA ST
MAPLE ST
WIMER ST
SCENIC DR
N LAUREL
HELMAN ST
OAK ST
N MOUNTAIN AV
E HERSEY ST
GRANDVIEW DR
A ST
B ST
LITHIA WY
E MAIN ST
GRANITE ST
GRESHAM ST
IOWA ST
SISKIYOU BLVD
MORTON ST
BEACH ST
WRIGHTMAN ST
WALKER AV
NORMAL AV
CLAY ST
ASHLAND ST
S MOUNTAIN AV
PARK ST
OLMAN CREEK RD
CROWSON RD

Glyphosate Spray Sites in 2025 on City Property

BATCH 6

Fire Island at East Main & Siskiyou Blvd.
with bench and high pedestrian use

Astro Island at East Main and Lithia Way
with high pedestrian use

Siskiyou Blvd. Median near SOU

Parking Lot at Lithia Way & Pioneer

Grove Parking Lot by City Yard on E. Main

Ashland St Medians on 5/6/2026, one week after Glyphosate Application on 4/29/2026

Observable in multiple medians: Live weeds about to re-seed,
damaged and dead plants likely from spray drift, large bare patches of dirt

GLYPHOSATE DANGERS TO HEALTH AND ENVIRONMENT

- **Glyphosate was classified as "probably carcinogenic to humans"** by the World Health Organization's International Agency for Research on Cancer (IARC) in 2015.

- Bayer, the current maker of glyphosate has **paid more than $11 billion in lawsuits from nearly 100,000 cancer victims who developed non-Hodgkin lymphoma after using glyphosate-based herbicides**, with thousands more cases still pending.

- The most commonly cited study stating the **safety** of glyphosate was **retracted** from *Regulatory Toxicology and Pharmacology* in November 2025 due to evidence that it was **ghost written and manipulated** by Monsanto, **the maker of glyphosate at the time.**

- There is evidence that **glyphosate and glyphosate-based herbicides (GBH) increase the risk of diseases of the kidney and liver, and impacts the reproductive, endocrine, neurological, and other metabolic systems**. Further strong evidence finds that glyphosate and GBHs cause **genetic damage, oxidative stress, and hormonal disruption.**

- A 2019 publication in the journal *Mutation Research* found that people with the highest levels of glyphosate exposure had a **41% increased risk of developing non-Hodgkin lymphoma.** These elevated risks were seen mostly **in occupational pesticide applicators, who handled glyphosate-based herbicides repeatedly over years.**

- A study published in 2022 by the Centers For Disease Control and Prevention **found glyphosate residues in more than 80 percent of urine** samples it collected **from US adults and children**.

- A 2020 EPA report concluded that **glyphosate harms 93 percent of endangered species and 96 percent of the habitat they rely on.**

- A 2020 study by the US Geological Survey **found glyphosate in 74 percent of American streams tested.**

- **Glyphosate is toxic to bees**, who are greatly exposed to glyphosate products. It has been found to cause **lethal effects** to a variety of bee species, and **impairs behaviors such as the ability to navigate, sleep, and digest.**

Sources

https://www.motherjones.com/politics/2026/04/roundup-glyphosate-spraying-forests-monsanto-science-retraction-cancer-health-concerns-maha-trump-executive-order-supreme-court-bayer-lawsuits/

https://www.sciencedirect.com/science/article/abs/pii/S0048969721004654#:~:text=In%20this%20context%2C%20GLY%20can,et%20al.%2C%202015

https://www.sciencedirect.com/science/article/pii/S0273230099913715?via%3Dihub=

https://biologyinsights.com/is-glyphosate-a-carcinogen-what-the-science-shows/

Seattle Glyphosate Symposium, March, 25-26, 2026 in Seattle, Washington. Signed by over 50 PhD scientists and medical doctors from the U.S. and Europe

ECO FRIENDLY ASHLAND PRESENTS

Short and Long Term Recommendations To Eliminate Herbicide Use on City Property in Ashland

- Declare a moratorium on chemical herbicide and pesticide use for weed control on City property while policy decisions are being made.

- Adopt the Parks Department's *Integrated Pest Management (IPM) Policy* as the single, City-wide policy for herbicide and pesticide use.
  - If our Parks and Open Space can be successfully managed 99.25% of the time without synthetic herbicides and pesticides, then the management of City Property should be able to accomplish that as well.

- Consider alternatives to chemical herbicides and pesticides on City property.
  - Consider ecological factors in landscaping design, choosing regional native plants that are drought tolerant, with low maintenance needs, and high pollinator/habitat value.
  - Techniques we recommend include: mulching, design changes, weed steamers, weed torches, manual weeding, Hula Hoe, and organic OMRI listed herbicides.
  - This is an opportunity for Ashland to lead by example, educate others on the value of native and pollinator plants, and be one more reason why people love to visit and live here.

- Consider creating a short-term task force or ad hoc committee in order to bring relevant data, ideas and collaboration into the planning process.

- Ensure that the pesticide policies are fully implemented and accessible to the public.
  - Improve the record keeping form used to describe each herbicide and pesticide application and make reports easily accessible to the public.
  - Ensure the record keeping forms are filled out correctly, e.g. location codes written down, and one location per application record.
  - Conduct "Pesticide Use Annual Reviews" as required by the Parks Department's IPM Policy and the Ashland Municipal Code (9.28.080). Currently they are not being done.

- Explore using some of the Transient Lodging Tax funds, if needed, to treat our landscaped medians, islands, and parking lots as an opportunity to add to the beautification of Ashland for the benefit of visitors, local pedestrians, and pets.

One Effective Herbicide Alternative: Steam Weeder

photo of Wilsonville Oregon's steam weeder in action

2 Examples of Municipalities with Pesticide Reduction Policies

City of Wilsonville

IPM
https://www.wilsonvilleoregon.gov/natural/page/integrated-pest-management

Habitat/Bee City USA
https://www.wilsonvilleoregon.gov/natural/page/bee-stewards

City of Eugene/Public Works Department/Parks and Open Space Division

IPM
https://www.eugene-or.gov/DocumentCenter/View/53006/IPM-Policy-and-Operations-Manual

XERCES SOCIETY
for Invertebrate Conservation

Protecting the life that sustains us

Dear City Council and Leadership of Ashland,

April 29, 2026

Ashland, Oregon is a thriving community of scenic beauty and cultural significance. According to the city's 2050 climate vision, Ashland aims to be a resilient community that has zero net greenhouse gas emissions, embraces equity, protects healthy ecosystems, and creates opportunities for future generations. As an important part of this work, Ashland stewards over 800 acres of public lands, including parks, trails, medians, and walkways.

Ashland's work in land stewardship is supported by Bee City USA, an initiative of the Xerces Society for Invertebrate Conservation. As an affiliate of Bee City USA, Ashland is part of a nationwide community of over 450 cities and campuses working to conserve native pollinators by providing them with healthy habitat that is rich in a variety of native plants, provides nest sites, and is protected from pesticides. The Xerces Society for Invertebrate Conservation, the host organization for this initiative, is a national nonprofit dedicated to protecting invertebrate wildlife. We are recognized as a global leader in pollinator conservation by the United Nations Food and Agriculture Organization and USDA–Natural Resources Conservation Service, and we are honored to use our collective expertise to serve communities in their pollinator conservation efforts.

In city landscapes, Bee City USA and the Xerces Society support the use of verifiable, ecologically-responsible Integrated Pest Management, or IPM, as the best way to reduce pesticide impacts to pollinators. The City of Ashland honors this commitment to ecologically-responsible Integrated Pest Management in its nearly 800-acre system of public parks, trails, and open spaces and maintains an impressive track record in these areas. For example, these lands are 99.25% synthetic-pesticide-free, OMRI-approved pesticide products are prioritized when needed, and a robust series of prevention and design strategies are utilized to reduce pest problems and the need for pesticide use.

We understand that translating IPM methods to other city-owned landscapes – including medians, sidewalks, and utility access points – presents its own set of unique challenges. In addition to being maintained for their cultural value and fire resilience, these spaces often have stricter standards for maintaining visibility and ensuring reliable access to critical utility services. Some areas may be difficult to access and also present challenges for ensuring that maintenance activities do not endanger city staff, passing cars, or nearby pedestrians. While these unique constraints may change the way management activities are implemented, Integrated Pest Management still provides a valuable framework for preventing, monitoring, and managing pest and weed problems with a least-toxic approach. Bee City USA and the Xerces Society supports the use of the IPM framework for all lands and properties that affiliates manage, from parks and open spaces to roadways and sidewalks.

1631 NE Broadway St. #821 | Portland, OR 97232 | 855.232.6639 | xerces.org

For many Bee City and Bee Campus communities, weeds are of particular management concern. When it comes to tackling problematic weeds in public spaces, the following tactics are non-chemical and low impact options that other affiliate communities have successfully implemented:

- Shift planting composition in landscaped areas so that sites require less frequent maintenance, to achieve better plant coverage, and/or to reduce the conditions that allow weeds to thrive. Utilize the Ecoregional Revegetation Application (ERA) to assist in plant selection. For Ashland's medians, consider low-maintenance, deer-resistant, and drought tolerant species such as bearberry (*Arctostaphylos uva-ursi*), white sagebrush (*Artemisia ludoviciana*), creeping barberry (*Mahonia repens*), deergrass (*Muhlenbergia rigens*), prostrate ceanothus (*Ceanothus prostratus*), cutleaf daisy (*Erigeron compositus*), and yellow rabbitbrush (*Chrysothamnus viscidiflorus*).
- Smother and exclude weeds with locally available mulches or "living mulch" ground covers.
- Utilize a thermal weeding device that kills weeds with steam or (where safe) flame.
- Utilize volunteers to remove weeds manually in accessible sites (where safe).
- To garner support for reduced use of herbicides, use signage and branding to increase public support for a less manicured aesthetic.

Each community is unique, and Ashland, Oregon is no exception. Each successful IPM program is shaped both by the shared values of the community and the land management strategies that prove effective. Our staff with Bee City USA and the Xerces Society for Invertebrate Conservation are available to you as a resource at any stage in your IPM journey. We look forward to working with you as members of the same team to ensure that management in the city works for people, pollinators, and other wildlife. Please feel free to contact us for further discussion.

In partnership,

Laura Rost
laura.rost@xerces.org
National Coordinator
Bee City USA and Bee Campus USA
Xerces Society for Invertebrate Conservation

Jacqueline Buenrostro
jacqueline.buenrostro@xerces.org
Pesticide Reduction Specialist
Xerces Society for Invertebrate Conservation

WILSONVILLE
OREGON

May 14, 2026

Kerry Rappold, Natural Resources Manager
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070

Dear City Council and Leadership of Ashland,

I am writing in support of reducing the use of pesticides in the City of Ashland. I was contacted by a resident of Ashland, who's working with a group to advocate for this cause.

Over the last decade, the City of Wilsonville has taken many steps to reduce the use of pesticides, which can help inform other communities. Examples of these steps include the following:

1. In 2018, the City's Integrated Pest Management (IPM) plan was adopted, which is currently being updated.
2. Prioritize early detection and rapid response with emerging pests, such as Mediterranean oak borer and emerald ash borer. We have a staff working group devoted to these two pests. In conjunction with the working group, we've partnered extensively with researchers.
3. Emphasize the use of cultural and mechanical practices as an alternative to pesticides. Examples include:
    1. Goat browsing
    2. Flail mower and remote-controlled mower for difficult to access areas
    3. Weed steamer
    4. Volunteers
    5. Community environmental education and outreach (e.g., Bee Stewards program and Bee City USA)
4. Since 2019, City staff have prepared an annual IPM activity report. The report documents the City's efforts to reduce the use of pesticides. (Within the following link, you can find the City's IPM plan and activity reports: https://www.wilsonvilleoregon.gov/natural/page/integrated-pest-management).

Thanks for your consideration of this matter. Please contact me if you have any questions. I can be reached at 503-570-1570 or rappold@ci.wilsonville.or.us.

Sincerely,

Kerry Rappold

Kerry Rappold
City of Wilsonville

Pollinator Project
Rogue Valley

April 20, 2026

Dear Ashland City Councilors -

Ashland has long had a policy of pesticide-free parks, providing safe places for people and pollinators. Now, with the City's increased use of herbicides on public property that is in proximity to people and pollinators, Pollinator Project Rogue Valley is joining other Ashland residents asking for a pause on the practice of spraying glyphosate in the medians and other places that have the potential to impact the health of all residents.

We ask that the City host at least one Study Session to discuss this practice and consider other ways to deal with weeds. Ashland can learn from other cities - both Eugene and Wilsonville implemented strong Integrated Pests Management (IPM) policies years ago.

This is an important policy discussion that impacts the health and well-being of our children and families, our wildlife and ecosystems. Please listen to Ashland residents who are willing to work with the City to both encourage clarity of related policies and to work toward a plan that includes pesticide use reduction or elimination.

The product being used, Ranger Pro, contains 41% glyphosate. Please review this study 73 Research Retinue – Is Glyphosate Harmful To Bees? | OSU Extension Service and this study EPA Finds Glyphosate Is Likely to Injure or Kill 93% of Endangered Species as you consider the next steps forward for the health of the City of Ashland..

Sincerely,

Kristina Lefever
678-209-7642
President and Volunteer Executive Director

To Ashland City Council.
From Ashland Grange # 759

At the monthly Grange Meeting on March 2, 2026 it was discussed and affirmed that:

As a group we are in favor of moving toward a pesticide free community. We know it is possible and have reviewed several municipalities elsewhere that are and have been pesticide free for several years.
It has come to our attention that there is a group of residents who are working on a draft proposal to present to the Council and the Parks department for reconsideration of the recent change of AMC 9.28 and the June 13 [2025?] revision of the IPM. Both of those documents are unclear.

This is an important policy discussion that impacts the health and well being of our children and families, our wildlife and ecosystem.
A few of our members have spoken to elected bodies regarding the recent votes to increase the use of pesticides on public lands.
On behalf of the Ashland Bellview Grange #759, please consider the efforts that our local residents are putting forth to both encourage clarity of related policies and to work toward a plan that includes pesticide use reduction or elimination.

Thank you for your consideration.

To Ashland Council
From Shannon Rio

Recently I learned about the use of glyphosate by the city of Ashland as a way to control weeds. This product named Ranger Pro is toxic to bees, insects and birds. As a wildlife educator who teaches classes and guides people on trips to learn about and protect birds and all things in the natural environment, this is not acceptable. Using it in public places can also have detrimental effects on pets, such as dogs. Living in Ashland for 44 years I have been an active member in this community that seeks to promote a healthy lifestyle. There are other ways to deal with weeds that are not toxic and frankly, I find weeds much more acceptable to using anything that decreases populations of needed species, such as bees and birds. Not only am I willing to write this letter of concern but I am also willing to be in a work party that would do the work that you believe is needed to reduce weeds. Please contact me by phone or text at 541 840 -4655 or email me at shannonrio@aol.com if you would like to meet with me in person. It is urgent to stop using this product. The species it harms is necessary for the entire ecosystem which includes human beings. Sincerely concerned,

Shannon Rio,
Family Nurse Practitioner
Wildlife Educator
Concerned Ashalnd Citizen

May 1, 2026

To: Ashland City Council and Ashland Parks and Recreation Commission

From: Tom Dimitre

Re: Use of pesticides and herbicides in Ashland

I am writing to support a ban on pesticide and herbicide use on City of Ashland outdoor areas, including medians, parks, and other areas where pesticides/herbicides are currently used.

There is ample evidence to show that these pesticides/herbicides are dangerous and harmful to human health, as well as the health of wildlife.

For example, Roundup, also known as glyphosate, has been found harmful in dozens of civil lawsuit, with Bayer, the manufacture, paying out billions of dollars in damages. Though municipalities have not yet been sued, to the best of my knowledge, they are certainly potential liable if they know of the risks to human health and continue to use, Roundup and other deadly chemicals anyway.

A ban is the only way to ensure that these dangerous chemicals are not sprayed in our community. All of these products have "inert" chemicals, which are unspecified, undeclared and unknown. As bad as the known chemicals used in Roundup are bad enough, the impacts of the inert chemicals is difficult to ascertain, without knowing what they are. There is a reason that the producers of chemicals refuse to name these "inert" ingredients. They are clearly afraid of the public and regulators knowing what they are because then it would be easier to determine their toxicity.

In addition, the use of herbicides and pesticides have been found to interfere with pollinators, including bees. These chemicals disrupt the food chain and life cycles of these important animals.

The precautionary principle dictates caution when allowing the use of herbicides/pesticides in town. It asks us to beware of the unknown impacts of using these toxic substances. However, in the case of glyphosate, we are well beyond the precautionary principle. We already know that it is dangerous to human and other life. We know that billions upon billions of dollars have been paid out in damages due to this danger. And, we know that ethics and morality dictate that we not poison ourselves by using these chemicals.

Please support a ban of the use of pesticides and herbicides on our city parks and medians. Let's ensure that folks that live in town and who visit us are protected from these harmful chemicals.

I have attached the links of numerous articles that cite to court cases and scientific literature regarding the risks and toxicity of glyphosate.

Thank you.

Thomas Dimitre

Tom Dimitre
901 Beach St.
Ashland, OR 97520

https://theashlandchronicle.com/guest-opinion-glyphosate-has-several-nasty-surprises/

https://theashlandchronicle.com/guest-opinion-glyphosate-boosters-more-toxic-than-g-found-in-roundup/

https://theashlandchronicle.com/guest-opinion-overwhelming-evidence-proves-glyphosate-is-highly-toxic/

https://theashlandchronicle.com/letter-to-the-editor-the-right-not-to-be-exposed/

10 COMPILED LETTERS FROM THE ASHLAND COMMUNITY

Dear City of Ashland & Parks & Recreation;

I encourage--and implore!--you to rethink the use of Glyphosate or any other pesticide in our beautiful city! It's not for nothing we are a Bee City USA member and many of our residents have pollinator gardens.

The recent reversion back to pesticides after a 2011 change that instigated the use of organic methods is a direct threat to the pollinator insects that ensure all are fed! This and the fact that herbicide-resistant weeds have proliferated!

There is much information available re: the use of chemical-free landscaping. Please do take the time to explore this and revert back to the practice of not using toxic chemicals.

Sincerely,
Lorna Romano, long-time Ashland resident

I, **Paul Crafft**, residing at 45 Wimer St. Ashland Oregon, totally oppose the use and storage of glyphosate in this town.

To whom it may concern,

I do not approve or support the use of any herbicide that contains glyphosate on any city property where people are going to be, including medians. I expect this to be an herbicide free town. We already know that these chemicals cause cancer so why are we using them??

Esther Goldberg,
Ashland, OR

Thanks very much for the letter in the May Sneak Preview explaining alternatives to the cancer-causing Glyphosate. Included were native plants, that thrive in our area even in droughts, and that help other native plants and animals. Also included were mulching, design changes, weed torches or steamers, organic OMRI listed herbicides, and manual weeding.

Chemical poisons do not magically limit their toxicity to unwanted life. Besides causing cancer in humans, pesticides kill earth organisms that keep soil fertile and soft. Without fungi, bacteria, earthworms and other earth organisms, less new soil will be formed from dead plants and animals. There will be less burrowing to keep soil loose and able to soak in water.

The results are hard dirt, dust storms, floods, droughts, and algae-laced lakes and streams, poisoned not only by erosion of pesticides but from increased fertilizer meant to correct the resultant poor soil. The fertilizer washed into our water supplies increases algae, which results in not enough oxygen for fish, and the algae itself can become poisonous. This has been causing many problems for nature and our survival downstream.

Let's have our road medians welcome residents and visitors by sustainable landscaping rather than using methods that increase our chances of eventual demise.

Margery & Tom Winter
Ashland

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i can't believe that we have to petition the city again regarding glyphosates...this is shameful. please check the history of the city of ashland and comply. thank you.
-**suzia aufderheide**, Ashland

We live right next to these medians and are completely against any spraying of glyphosate! Our Mama friend just got over battling non-Hodgkin's lymphoma, which is caused by glyphosate products such as round up. There is no place for poison in Ashland!" -**Vika Raskova**, Ashland

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Glyphosate is known to cause harmful health effects. This product is not safe to be used around humans or animals. I'll be honest, I have occasionally used Roundup on poison oak and blackberries that occur on my property when I am unable to eradicate those plants in other ways. However, I dislike having to do so and I do not believe that Glyphosate should be used in public spaces or its use encouraged by public entities, not only because it is harmful but because its use on public property is large-scale. Glyphosate's use exposes both the people using it and the people around them to harm. I do not want this stuff used by the city. This chemical is also expensive. Surely there are better options. I encourage the city to seek options to the use of glyphosate in our community and come up with a better plan. Thank you, **Nancy Soares** Ashland

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The EPA has been compromised if you haven't noticed. This sounds like the hoax of DDT all over again. How come Monsanto's earlier research scientists documented the danger and had their research buried. Lot more history here. Follow the dollar. White Phosphorus is well known for its many dangers. It is over used and we are still learning of its potential downfalls to both health and environment. There are alternatives. And the city is compromising on their earlier stance and promise to their citizens. This is not an extremist agenda. It is a coverup like the tobacco industry. Billions of $$ in settlements to date. Truth is some of us wish to limit exposure to toxins to us and our environment where we can. Mostly with our petroleum addiction it is a lost cause but one needs to fight the good fight all the same. Dear Ashland don't be duped.

-**Stephen Bacon**, Ashland

Absolutely! No glycophosphates in our community. Let's stand for higher standards! The information about its toxicity is well known. European countries have banned it. It's a no brainer folks! -**Kathryn Casternovia**, Ashland

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Yes, please stop spraying toxic chemicals in our town. Many of us are still raising children and do NOT want them exposed to these chemicals! No one should have to be exposed to them. -**Ellen Read**, Ashland

Full Text of Petition to Ashland City Council and Parks Commission with 668 Signatures

Link: https://c.org/D5bs4MncKm

City of Ashland: Stop spraying toxic chemicals like Glyphosate on public lands for routine landscape maintenance

The citizens of Ashland are largely health conscious and environmentally proactive. **We object to the newly adopted practice of spraying Glyphosate (the active ingredient in Roundup) on the city's median strips to inhibit weed growth and want the city to:**

1. **Halt the glyphosate spraying in our medians and highly trafficked areas**
2. **Use safer, more environmentally protective options for all routine maintenance going forward**
3. **Prioritize drought tolerant, pollinator friendly landscaping and maintain our Bee City USA status**
4. **Discontinue the landscaping tactic of removing plants from medians and replacing with rocks**

Human Risk:

Glyphosate, which was recently used on our medians and which is the active ingredient in Round Up, is banned in many countries around the world. It is linked to certain cancers like Non Hodgkin lymphoma, and is involved in many lawsuits where the injured plaintiffs have won.

• In 2015, the World Health Organization's International Agency for Research on Cancer (IARC) classified glyphosate as "probably carcinogenic to humans".

• As of late 2025, Bayer (the owner of Round Up) has paid more than $11 billion to resolve nearly 100,000 Roundup claims, with thousands more still pending.

Environmental Risk:

• In addition to human risks, Glyphosate poses significant risk to pollinators, including disruption of their gut biome, and inhibition of their navigation abilities.

• Ashland has been affiliated with Bee City USA since 2015, and as such has made a commitment to reduce the use of pesticides and to have an integrated pest management plan that expands the use of *non-chemical* pest management methods.

As a Bee City USA, Ashland should preserve the habitats and food sources we already have for pollinators. The increased use of herbicides that we are seeing does not fit in with our commitments to pollinators. We should be setting a better example than this as land stewards.

There are many options for natural landscaping, including locally available, non-toxic and bee friendly substitutes for Glyphosate.

Therefore:

With all the known risks and controversy surrounding glyphosate and around herbicides and pesticides in general, we call on the city of Ashland to eliminate glyphosate and similar herbicides from your landscape maintenance practice.

Ashland's citizens want you to uphold the city's commitment to using the least harmful methods of management and help keep our community healthy and safe, which also includes considering the wildlife and insects that share these spaces.

Petition Signer	City	State	Zip Code	Country
Sharon Bryson	Ashland	OR	97520	USA
Steve Shapiro	Ashland	OR	97520	USA
Robert Herring	Ashland	OR	97520	USA
Leda Shapiro	Ashland	OR	97520	USA
Karen Gans	Ashland	OR	97520	USA
Joanie Nissenberg	Ashland	OR	97520	USA
Micah Ofstedahl	Ashland	OR	97520	USA
Jean Taylor	Ashland	OR	97520	USA
Claire Cross	Ashland	OR	97520	USA
Barb Magee	Ashland	OR	97520	USA
Francesca Fericano	Ashland	OR	97520	USA
Joni Holland	Klamath	CA	95548	USA
Lisa Cretney	Ashland	OR	97520	USA
Amy Titus	Ashland	OR	97520	USA
Nancy K Boyer	Central Point	OR	97502	USA
Debra Swarzman	Ashland	OR	97520	USA
Tyler B	KC Metro	MO	64030	USA
Jean Semrau	Ashland	OR	97520	USA
April Delbrook	Ashland	OR	97520	USA
larry buchanan	Ashland	OR	97520	USA
Carla David	Jacksonville	OR	97530	USA
Blair Wojcik	Ashland	OR	97520	USA
Ben Scott	Ashland	OR	97520	USA
Michele Kyle	Ashland	OR	97520	USA
Shannon Tinder	Ashland	OR	97520	USA
Tiziana DeRovere	Phoenix	OR	97535	USA
W Groves	Kailua	HI	96734	USA
Melinda March	Ashalnd	OR	97520	USA
Ila Sachs	Ashland	OR	97530	USA
David Helmich	Ashland	OR	97520	USA
Luanne Hopkins	Los Angeles	CA	90060	USA
Kathryn Ramsey	Ashland	OR	97520	USA
Christine Menefee	Lynchburg	VA	24504	USA
Janet Bell	Medford	OR	97504	USA
Eric Swan	Ashland	OR	97520	USA
Jennifer Lawson	Ashland	OR	97520	USA
Kristi Chipowsky	Ashland	OR	97520	USA
Antonia Benson	Ashland	OR	97520	USA
Ellen Ley	Ashland	OR	97520	USA
Jennifer Burgdorf	Ashland	OR	97520	USA
Sandra Davis	Ashland	OR	97520	USA
Suzia Aufderheide	Ashland	OR	97520	USA
Jonathan Frank	Ashland	OR	97520	USA
Francie Buckley	Ashland	OR	97520	USA
Julie Norman	Ashland	OR	97520	USA
Catherine Therien	Ashland	OR	97520	USA
Linda Clark	Talent	OR	97540	USA
Rebecca Reed	Medford	OR	97501	USA
Melissa Gottschalk	Ashland	OR	97520	USA
MaryAnn Shank	Ashland	OR	97520	USA
Kari Fisher	Medford	OR	97501	USA
Franklin Rickman	Ashland	OR	97520	USA
D. Baxter	Ashland	OR	97520	USA
Vincent Doyle	Ashland	OR	97520	USA

Petition Signer	City	State	Zip Code	Country
Sky ThunderCloud	Spokane	WA	99202	USA
Joan Adams	Ashland	OR	97520	USA
Helga Motley	Ashland,	OR	97501	USA
Jason Panneton	Ashland	OR	97520	USA
Sarah Kirkpatrick	Ashland	OR	97520	USA
Laura Johnson	Ashland	OR	97520	USA
Deb Burkey	Harrison Thp.	MI	48045	USA
Edessa Jenks	Ashland	OR	97520	USA
Kate Kenner	Guilford	VT	5301	USA
Jessica Lee Findleton	Ashland	OR	97520	USA
Flavia Franco	Ashland	OR	97520	USA
Nick Weaver	Ashland	OR	97520	USA
Lisa SALVIOLI	Ashland	OR	97520	USA
Susan Hindawi	Ashland	OR	97520	USA
Sharry Teague	Ashland	OR	97520	USA
brad smith	Williams	OR	97544	USA
Terry Toth	Ashland	OR	97520	USA
Coral Console	Ashland	OR	97520	USA
Rael Hirning	Ashland	OR	97520	USA
Marita Marshall	Ashland	OR	97520	USA
Mason Goche	Ashland	OR	97520	USA
Naomi Caspe	Ashland	OR	97520	USA
Amos Miller	Ashland	OR	97540	USA
Wendy Mitchell	Ashland	OR	97520	USA
Claire Johnson	Los Altos	CA	94022	USA
Lisa Ennis	Ashland	OR	97520	USA
Kristyl Heineken	Ashland	OR	97520	USA
Gary Kelley	Murphy	OR	97533	USA
Mersiha Kaja				USA
Heidi Hyden	Ashland	OR	97520	USA
Valerie Stein-Retiz	Ashland	OR	97520	USA
Kristen Humphrey	Phoenix	OR	97535	USA
Susan Devereaux	New Castle	DE	19720	USA
Susan Brown	Ashland	OR	97520	USA
Karen Potts	Ashland	OR	97520	USA
Sequoyah Walkingfeatl	Ashland	OR	97520	USA
Allen Sayble	Ashland	OR	97520	USA
Shelly Jillson	Ashland	OR	97520	USA
Kawika Victor	Jacksonville	OR	97530	USA
Harriet Watson	Talent	OR	97540	USA
Catherine Wallner	ashland	OR	97520	USA
Sarah Silver	Ashland	OR	97520	USA
Lisa Salazar	Shasta Lake	CA	96089	USA
Victor Conway	Central Point	OR	97502	USA
Sarah Zurita	Ashland	OR	97520	USA
Mandy Bland	Ashland	OR	97520	USA
Bradley Woodring	Ashland	OR	97520	USA
Julie Chertow	Ashland	OR	97520	USA
Stephanie Nord	Ashland	OR	97520	USA
Sabena Vaughan	Ashland	OR	97520	USA
Julie Bayliss	Ashland	OR	97520	USA
Darcy Danielson	Ashland	OR	97520	USA
Maricela Meza	Ashland	OR	97520	USA
Linda Graham	Talent	OR	97540	USA

Raleigh Koritz	St Paul	MN	55114	USA
Maricela Meza	Ashland	OR	97520	USA
Christian Hebron	Ashland	OR	97520	USA
Juliet Grable	Ashland	OR	97520	USA
Marc Mangus	Talent	OR	97540	USA
Mariah Siracusano	Ashland	OR	97520	USA
Laura Robin	Ashland	OR	97520	USA
Molly Bird	Ashland	OR	97520	USA
Joanna Wnorowski	Ashland	OR	97520	USA
Maryann Short	Ashland	OR	97520	USA
Irene Malarkey	Ashland	OR	97520	USA
Kathy Edwards	Central Point	OR	97502	USA
John Williams	Ashland	OR	97520	USA
Lou Ramos	Ashland	OR	97520	USA
Nina Gallwey	Ashland	OR	97520	USA
Vivian Engelsen	Ashland	OR	97520	USA
Katie Isselhardt	Saratoga	CA	95070	USA
Dana Ahern	Ashland	OR	97520	USA
Vivian Schiedler	Ashland	OR	97520	USA
Hélène Boucher	Central Point	OR	97502	USA
Samantha Austin	Ashland	OR	97520	USA
Leslie Lanes	Ashland	OR	97520	USA
Courtney Dillon	Ashland	OR	97520	USA
Christina Chase	Ashland	OR	97520	USA
Paul Mozina	Ashland	OR	97520	USA
Kristin Hilt	Ashland	OR	97520	USA
Meui Mckiblin	Ashland	OR	97520	USA
Kristin Dautrich	Ashland	OR	97520	USA
Jack Braun	Medford	OR	97504	USA
Meadowsweet Levi	Jacksonville	OR	97530	USA
Nicole Brady	Jacksonville	OR	97530	USA
Gretchen Rumbaugh	Ashland	OR	97520	USA
Daniel Gregg	Ashland	OR	97520	USA
Amber La Pointe	Ashland	OR	97520	USA
Caitlin Guthrie	Ashland	OR	97520	USA
Zahara Solomon	Ashland	OR	97520	USA
Ash Rehder	Ashland	OR	97520	USA
Pam Miller	Tolar	TX	76046	USA
Vanya Sloan	Ashland	OR	97520	USA
Kimberly Brown	Ashland	OR	97520	USA
James Gregory	Ashland	OR	97520	USA
Massimo Izzo	Williams	OR	97544	USA
Steve Geikow	Wheeling	IL	60090	USA
Jessica Robinson	Ashland	OR	97520	USA
Carys Schachter	little elm	TX	75068	USA
A K	Ashland	OR	97520	USA
Kim Gabriel	Ashland	OR	97520	USA
Nadia Mohamed	Marshall	MN	56258	USA
Marjorie Gray	Ashland	OR	97520	USA
Terri Brain	Ashland	OR	97520	USA
Moon Rader	Medford	OR	97501	USA
Juliette Hedgecock	Williams	OR	97544	USA
Yasun Lee	Ashland	OR	97520	USA
Nicole Burrows	Williams	OR	97544	USA
Mary Chapman	Ashland	OR	97520	USA
Erik Roth	Central Point	OR	97502	USA
Jeremy Green	Wilderville	MN	97543	USA
Meme Curtis	Ashland	OR	97520	USA
Chris Hardy	Ashland	OR	97520	USA
Barbara Raggio	Pagosa Spring	CO	81147	USA
Lauren Oliver	Ashland	OR	97520	USA
Angela Beeson	Ashland	OR	97520	USA
Guerry Hercule	Cedar Rapids	IA	52404	USA
Rachel Lopez	Las Vegas	NV	89121	USA
Laura Marinelli	Ashland	OR	97520	USA
Mary Renaud	Ashland	OR	97520	USA
Altarose Fernald	Ashland	OR	97520	USA
Nathan Tinder	Ashland	OR	97520	USA
Amy Swan	Ashland	OR	97520	USA
Penny Blakeney	Ashland	OR	97520	USA
Brian Conrad	Ashland	OR	97520	USA
Sandra Claypool	Ashland	OR	97520	USA
Eve Smyth	Ashland	OR	97520	USA
Dan O'Mara	Ashland	OR	97520	USA
Sarah Hellinger	Ashland	OR	97520	USA
Yeshaiah Rose	Ashland	OR	97520	USA
Bailey Love	Talent	OR	97540	USA
Mary Chapman	Ashland	OR	97520	USA
Travis Harrelson	Ashland	OR	97520	USA
Sequoia Ahimsa	Talent	OR	97540	USA
Marthie Bigrigg	Ashland	OR	97520	USA
emily karr	Ashland	OR	97520	USA
Laurie Hunter	Ashland	OR	97520	USA
Lexi Bernards	Ashland	OR	97520	USA
Deborah Pool	Ashland	OR	97520	USA
Rowyn D'Agostino	Portland	OR	97221	USA
Zuna Johnson	Central Point	OR	97502	USA
Carl Lukens	Central Point	OR	97502	USA
Elizabeth Callanan	Ashland	OR	97520	USA
Brad Kauder	Ashland	OR	97520	USA
Cynthia Jackson	Long Beach	CA	90805	USA
Karen Hill -Wagoner	Ashland	OR	97520	USA
Marsha Carrino	Medford	OR	97504	USA
Cindy Staunton	Ashland	OR	97520	USA
Lacy Ayers	Richmond	VA	23236	USA
Edward Masler	Ashland	OR	97520	USA
Glenn Battin	Ashland	OR	97520	USA
Jack Vallas	Kansas City		66101	USA
Kathy Turner	Ashland	OR	97520	USA
michele cominos	talent	OR	97540	USA
Pauline Sullivan	Medford	OR	97504	USA
Debra Sheppard	Oakland	CA	94621	USA
Marla Samuel	Ashland	OR	97520	USA
Kylie anderson	Ashland	OR	97520	USA
Margarite Charney	Ashland	OR	97520	USA
Hamilton Camp	Frazier Park	CA	93225	USA
Carina McAllister	Ashland	OR	97520	USA
Cynthia Ceteras	Eastsound	WA	98245	USA
Desiree DeMars	Talent	OR	97540	USA
Margaret McKinsey	Ashland	OR	97520	USA

Alexandra Simmons	Ashland	OR	97520	USA
Pad Dee	Central Point	OR	97502	USA
Christina Allan	Williams	OR	97544	USA
Johnathan Perea	Grants Pass	OR	97527	USA
Susan Cate	Ashland	OR	97520	USA
Cynthia Sybrowsky	Medford	OR	97501	USA
Timothy Cate	Ashland	OR	97520	USA
Azrael Maujean	Grants Pass	OR	97527	USA
Lua Maia	Ashland	OR	97520	USA
Karen McClintock	Ashland	OR	97520	USA
Dianne Martin	Willams	OR	97544	USA
Joanne Navickas	Ashland	OR	97520	USA
Cannon Dukes	Ashland	OR	97520	USA
Ocean Clark	Ashland	OR	97520	USA
Chad Stewart	Clarksville	AR	72830	USA
Diana Conrad	Trail	OR	97541	USA
Jeanne Robin	Ashland	OR	97520	USA
Natalie Sol	Ashland	OR	97520	USA
Pamarie Pedjoe	Ashland	OR	97520	USA
Scott Bandoroff	Ashland	OR	97520	USA
Danielle Schreck	Coos Bay	OR	97544	USA
Margaret Wallar	Ashland	OR	97520	USA
Krista Holland	Central Point	OR	97502	USA
Stephen Bacon	Ashland	OR	97520	USA
Betty BASSETT	Ashland	OH	87520	USA
Valerie Blazer	Ashland	OR	97520	USA
Kailee Hampy	Ashland	OR	97520	USA
Miriam Reed	Ashland	OR	97520	USA
Vika Raskova	Ashland	OR	97520	USA
Lisa Shelton	Ashland	OR	97520	USA
Hope Allen	Talent	OR	97540	USA
Jeff Nielsen	Ashland	OR	97520	USA
Dennis Deschamps	Ashland	OR	97520	USA
Diane werich	Ashland	OR	97520	USA
Mika Smith	Williams	OR	97544	USA
Kelsey Otteni	Talent	OR	97540	USA
Barbara Bauer	Medford	OR	97501	USA
Erin Keller	Ashland	OR	97520	USA
Loc Pham	San Jose	CA	95122	USA
Phuong Nguyen	San Jose	CA	95148	USA
Amy Tran	San Jose	CA	95132	USA
Yvette Valle	Charlotte	NC	28273	USA
Alex Sol	Ashland	OR	97520	USA
Charesa Garrett-Collin	Loma Linda	CA	92350	USA
Julie Inada	Ashland	OR	97520	USA
Leelynn Loessi	Ashland	OR	97520	USA
Jessica Zern	Ashland	OR	97520	USA
Nick Magnan	San Diego	CA	92101	USA
Norman Bird	Manassas	VA	20109	USA
William Bourne	Ashland	OR	97520	USA
Rene Lafaurie	Ashland	OR	97520	USA
Rod Johnson	Central Point	OR	97502	USA
Vincent Doyle	Central Point	OR	97502	USA
Marlene Crespo	Yonkers	NY	10703	USA
Kimberlee Olson	Ashland	OR	97520	USA
Rebecca Orf	Ashland	OR	97520	USA
Charles Schelz	Ashland	OR	97520	USA
Wayne Stevens	Bridgewater	VT	5034	USA
Jef Ramsey	Ashland	OR	97520	USA
Alex Zaremska	Ashland	OR	97520	USA
Miki Leeper	Winchester	VA	22601	USA
David Romero	Ashland	OR	97520	USA
Dan De Yo	Yorba Linda	CA	92886	USA
Benjamin Kramer	Ashland	OR	97520	USA
Heather Brophy	Santa Barbara	CA	93110	USA
Abbey Paiken	Ashland	OR	97520	USA
Anna Froehlich	Ashland	OR	97520	USA
Chris Watenpool	Hendersonville	NC	28739	USA
Lynn Davis	Klamath Falls	OR	97601	USA
Denai Fuller	Ashland	OR	97520	USA
Declan Murphy	Wamego	KS	66547	USA
Christy Frenzen	Ashland	OR	97520	USA
Robert Gibson	KÄ«hei	HI	96753	USA
Michelle Alkire	Everson	WA	972	USA
Susan Charles	Ashland	OR	97520	USA
Tyler Hawkins	Ashland	OR	97520	USA
K. Elizabeth Gifford	Ashland	OR	97520	USA
Linus Platt	Fairbanks	AK	99709	USA
Judy Meyer	Ashland	OR	97520	USA
Darin Ransom	Ashland	OR	97520	USA
Donna Kleiman	Ashland	OR	97520	USA
Rachel Hartford	Ashland	OR	97520	USA
Kateri Kosta	Ashland	OR	97520	USA
Dave Hysom	Ashland	OR	97520	USA
Barbara Council	Ashland	OR	97520	USA
Allan Peterson	Ashland	OR	97520	USA
Chelsee Parker	Talent	OR	97540	USA
Sherice Snee	Ashland	OR	97520	USA
Mary Silver	Ashland	OR	97502	USA
Melissa Scudder	Ashland	OR	97520	USA
Karen Harris	Ashland	OR	97520	USA
Kordellia Vennel	Medford	OR	97501	USA
Christina Richendollar	Winchester	OH	45697	USA
Ted Susu-Mago	Ashland	OR	97520	USA
Madeleine Collier	Ashland	OR	97520	USA
Kya Hall	San Jose	CA	95116	USA
Amber Peters	Cave Jct.	OR	97523	USA
David Endl	Statesboro	GA	30461	USA
Emery Dobbins	Birmingham	AL	35216	USA
Malika Lopez	Eagle Point	OR	97524	USA
Cameron Bratcher	Central Point	OR	97502	USA
Amy Maher	Ashland	OR	97520	USA
Lisa Herrald	Ashland	OR	97520	USA
Laura Silva	Ashland	OR	97520	USA
Morgan Ostrander	Ashland	OR	97520	USA
jt Abbott	Chico	CA	95926	USA
Charlie Lambert	Ashland	OR	97520	USA
Liezel Klemz	Tampa	FL	33647	USA
sienna caruso	Ashland	OR	97520	USA
Victoria Ledesma	Klamath Falls	OR	97601	USA

Angie L Ward	Medford	OR	97504	USA
Ryan Reyes	Medford	OR	97501	USA
Tama Thielen	Phoenix	AZ	85017	USA
Deborah Wallace	Medford	OR	97504	USA
Barbara Pau	Waianae	HI	96792	USA
Michal Palzewicz	Ashland	OR	97520	USA
Sergio Gonzalez	Ashland	OR	97520	USA
Abby H	Phoenix	OR	97535	USA
austin ward	Albany	OR	97322	USA
C. A. Hawn	Rockwall	TX	75087	USA
Victoria Bates	Las Vegas	NV	89119	USA
Fay Mendiolin	Killeen	TX	76541	USA
Syris Stinson	Ashland	OR	97520	USA
Dorcas Herr	Medford	OR	97501	USA
Eve Sara	Ashland	OR	97520	USA
Aya Butler	Phoenix	OR	97535	USA
Karen O'Rourke	Medford	OR	97501	USA
Ernesto Ochoa	Medford	OR	97504	USA
Sandra Sanders	Merrillville	IL	60430	USA
Diane P.		IL		USA
Frances Gonzalez	Jersey City	NJ	7305	USA
Maria Juan	Decatur	AL	35601	USA
Adam Kaluba	Burleson	TX	76028	USA
Katherine St-Germaine	Reno	NV	89523	USA
Ethan Thorne	Medford	OR	97501	USA
alexis gaither	Portland	OR	97202	USA
Dan Rule	Etna	CA	96027	USA
Asdrubal Hernandes	Miami Gardens	FL	33056	USA
Richard Mendoza	Riverside	CA	92505	USA
Marcus Lacross	Rogue River	OR	97537	USA
Eli Gestetner	Lakewood	NJ	8701	USA
Alexandre Hort	Ashland	OR	97520	USA
Amelia Liberatore	Ashland	OR	97520	USA
Steven Bagger	Ashland	OR	97520	USA
Strickland Stone	Ashland	OR	97520	USA
Crystal Stone	Albuquerque	NM	87121	USA
Heidi Mullen	Jacksonville	OR	97530	USA
Nicholas Townsend	Ashland	OR	97520	USA
Denise Krause	Springfield	OR	97478	USA
Vicki Foley	Ashland	OR	97520	USA
Susan Baird	Ashland	OR	97520	USA
Jamie Kaufman	Ashland	OR	97520	USA
Kristie Cox	Ashland	OR	97520	USA
Maggie McGovern	Ashland	OR	97520	USA
Sara Walker	Phoenix	OR	97535	USA
Jack Staudacher	Ashland	OR	97520	USA
Krista Gallagher	Ashland	OR	97520	USA
Rocky Verdugo	Ashland	OR	97520	USA
Jane Reese	Ashland	OR	97520	USA
Tyler walsh	Ashland	OR	97520	USA
Lidian King	Ashland	OR	97520	USA
Barbara Goldfarb	Ashland	OR	97520	USA
Rebecca Bacon	Ashland	OR	97520	USA
Tony Hanja	El Paso	TX	79936	USA
Sharon Wilson	Ashland	OR	97520	USA
Beth Herron	Medford	OR	97501	USA
Nancy Soares	Ashland	OR	97520	USA
Joseph Lian	Ashland	OR	97520	USA
Paul Crafft	Ashland	OR	97520	USA
Alexis Campbell	Ashland	OR	97520	USA
Vince mazzi	Ashland	OR	97520	USA
Brian Miller	Phoenix	OR	97535	USA
Ida Martin	Ashland	OR	97520	USA
Ralph Thomas	Ashland	OR	97520	USA
Margery Winter	Ashland	OR	97520	USA
Dylan Ashmun	Medford	OR	97501	USA
Merlin S	Ashland	OR	97520	USA
Erika Vu	Williams	OR	97544	USA
Krista Johnson	Talent	OR	97540	USA
Haley Ankeny	Phoenix	OR	97535	USA
Arian Herrett	Ashland	OR	97520	USA
David Lapedis	Ashland	OR	97520	USA
Luke Schroeder	Williams	OR	97544	USA
Lorna Romano	Ashland	OR	97520	USA
Annie Mutchler	Ashland	OR	97520	USA
Minuette Drew	Ashland	OR	97520	USA
Taylor Zamlowski	Ashland	OR	97520	USA
Sylvain brown	Ashland	OR	97520	USA
Rachel Sims	Ashland	OR	97520	USA
Joshua Trap	Ashland	OR	97520	USA
Kerri McGrath	Ashland	OR	92570	USA
Tish Way	Ashland	OR	97520	USA
Kristina Lefever	Ashland	OR	97520	USA
Katie Baker	Ashland	OR	97520	USA
Suzanne Marie	Ashland	OR	97520	USA
Kathleen Karlovich	Ashland	OR	97520	USA
Taylor Kennedy	Murfreesboro	TN	44509	USA
Raphaela Fernandes	Salt Lake Cty	UT	84121	USA
Kate Lynde	Ashland	OR	97520	USA
Айконай Aishaaa	New York	NY	10118	USA
Nancy Willson	Ashland	OR	97520	USA
Barb M	Ashland	OR	97520	USA
Nazim Muemker	Ashland	OR	97520	USA
Jessalynn Jones	Ashland	OR	97520	USA
Yaffa Rosenthal	Talent	OR	97540	USA
Dianne Schattler	Ashland	OR	97520	USA
Crystal Arnold	Talent	OR	97540	USA
Kim Marie Murphy	Medford	OR	97504	USA
Jessica shride	Williams	OR	97544	USA
Brigitte Culhane	Ashland	OR	97520	USA
Wendy Talabera	Alexandria	VA	22311	USA
Crystal Curran	Medford	OR	97501	USA
Eva Montague	Honolulu	HI	96817	USA
Wendy deharpport	Healdsburg	CA	95448	USA
Marlena Mcnamara	Ashland	OR	97520	USA
Terri Hunsberger	Ashland	OR	97520	USA
Heather Askins	Medford	OR	97501	USA
Maria soto	Fredericksbg	TX	78624	USA
Shannon Harris	Ashland	OR	97520	USA
Phyllis Cooley	Ashland	OR	97520	USA

Roxanne Aldana	San Marcos	TX	78666	USA
Hannah ries	Charlotte	NC	28215	USA
Lizzi LoPresti	Ashland	OR	97520	USA
Gwendolyn Terra	Ashland	OR	97520	USA
Ken Rutherford	Ashland	OR	97520	USA
Aubrie Grace W.	Ashland	OR	97520	USA
Barbara Mathieson	Ashland	OR	97520	USA
Pauline Beaulieu	Ashland	OR	97520	USA
Janet johnson	Ashland	OR	97520	USA
Akina K	Ashland	OR	97520	USA
Maya wauters	Ashland	OR	97520	USA
Rose strand	Ashland	OR	97520	USA
Heddi Gonzalez-Neale	Montague	CA	96064	USA
Josh Palmer	Los Angeles	CA	90017	USA
laura Roe	Ashland	OR	97520	USA
Monica Fioretti	Ashland	OR	97520	USA
Joann Gruber	Ashland	OR	97520	USA
Janet Rueger	Ashland	OR	97520	USA
Entesar a	Salt Lake Cty	UT	84189	USA
Nancy Solano	Ashland	OR	97520	USA
Kacie Flegal	Ashland	OR	97520	USA
Lara Bishop	Ashland	OR	97520	USA
Clay Strand	Ashland	OR	97520	USA
Ruth Nelson-Moore	Ashland	OR	97520	USA
Marg Orlik-Hill	Ashland	OR	97520	USA
Melissa Tejada	Ashland	OR	97520	USA
Bonny koeber	Ashland	OR	97520	USA
Brenda mead	Ashland	OR	97520	USA
Marilyn Lindsay	Ashland	OR	97520	USA
Diane parry	Ashland	OR	97520	USA
Melody jones	Ashland	OR	97520	USA
Alan Rathsam	Ashland	OR	97520	USA
Susan Black	Ashland	OR	97520	USA
Diane Nichols	Ashland	OR	97501	USA
Barbara Jacquat	Ashland	OR	97520	USA
Dave Nichols	Eagle Point	OR	97524	USA
Aasenat Rahmati	Dearborn Hts.	MI	48125	USA
Anya Kumara	Ashland	OR	97520	USA
Lark Lovejoy	Ashland	OR	97520	USA
Korey Crowell	Ashland	OR	97520	USA
Belkis Hernandez	Houston	TX	77034	USA
Nancie Shaw	Ashland	OR	97520	USA
Deborah Cook	Ashland	OR	97520	USA
Kathy Hoxmeier	Ashland	OR	97520	USA
Rosie Meaker	Ashland	OR	97520	USA
Lizzy Hoke	Ashland	OR	97520	USA
Joanna Rae	Talent	OR	97540	USA
Deborah Beauchamp	Ashland	OR	97520	USA
Amy Pearson	Portland	OR	97213	USA
Flora Delozal	Cleveland Hts	OH	44118	USA
Michael Hummel	Ashland	OR	97520	USA
Magdalen Hess	Ashland	OR	97520	USA
Naomi Aleman	Ashland	OR	97520	USA
Jamie Collins	Ashland	OR	97520	USA
Theresa Kouba	Lake Ann	MI	49650	USA
Stephanie Houston	Ashland	OR	97520	USA
Saran Allgood	Interlachen	FL	32148	USA
Kristin Cipes	Ashland	OR	97520	USA
Angeline Corey	Ashland	OR	97520	USA
Kimberly Kirk	Ashland	OR	97520	USA
Lorie Deller	Ashland	OR	97520	USA
Julia Faustino Bueno	Clinton	MA	1510	USA
Lise Mayrand	Prescott Val.	AZ	86314	USA
Pauline Igo	Ashland	OR	97520	USA
Maureen Claire	Ashland	OR	97520	USA
Irene Fitch	Ashland	OR	97520	USA
Isha Sever	Ashland	OR	97520	USA
Jaden Bates	Grants Pass	OR	97527	USA
Kimberly Aguero	Greeley	CO	80631	USA
Inger Jorgensen	Ashland	OR	97520	USA
Cynthia Johanson	Herrin	IL	62948	USA
Suzanne Cruce	Ashland	OR	97520	USA
Adeline Martin	Ashland	OR	97520	USA
Phoenix Barney	Albuquerque	NM	87111	USA
Alex Miller	Ocala	FL	34471	USA
Kendra Ortner	Ashland	OR	97520	USA
Elaine Parsons	Ashland	OR	97520	USA
Lia Sung	Jacksonville	FL	32205	USA
Holly Foster	Ashland	OR	97520	USA
Gyipk Gyipk	New York	NY	10013	USA
Patricia Thigpen	Ashland	OR	97520	USA
Melly Irani	Silver Spring	MD	20902	USA
Ana Hagerty	Ashland	OR	97520	USA
Michael Monarch	Talent	OR	97540	USA
MiMi Mariee				USA
Don Fry	Seattle	WA	98118	USA
Sara Ramo	Michigan	IN	35375	USA
Christian Gebre	Washington	DC	20032	USA
Elyse Bowler	Grants Pass	OR	97526	USA
Molly Huddleston	Grants Pass	OR	97526	USA
JoAnne Hamblin	Ashland	OR	97520	USA
Beth Levin	Ashland	OR	97520	USA
Kate Kennedy	Ashland	OR	97520	USA
Leah Miller	Hampton	VA	23664	USA
Travis May	Ashland	OR	97520	USA
Sierra Stamps	Ashland	OR	97520	USA
Hayley Chambers	Ashland	OR	97520	USA
Pheonix Brock	Medford	OR	97501	USA
Lisa Ostos	Ashland	OR	97520	USA
Heather Santangelo	Ashland	OR	97520	USA
Amber P		OR	97601	USA
Kal Petersen	Ashland	OR	97520	USA
Sarita Garrette	Galena Park	TX	77547	USA
elise webb	Wasilla	AK	99654	USA
Cory Klimek	Medford	OR	97501	USA
Donnie Nowling	Ozark	AL	36360	USA
Grant Holly	Roanoke	VA	24018	USA
Hunter McEntire	Grants Pass	OR	97527	USA
Elaeth Shultz	Grants pass	OR	97528	USA
Brian Rohr	White City	OR	97523	USA

Alex Sawyer	Wilderville	OR	97543	USA
Tera Norrell	Medford	OR	97501	USA
Kristina Hillenburg	Happy Camp	CA	96039	USA
Haley Schuster	Phoenix	OR	97535	USA
Nancy Hood	Yreka	CA	96097	USA
Bre Douglas	Grants Pass	OR	97526	USA
Gloria Amaral	Grants Pass		97526	USA
Sean Curtis	Medford	OR	97504	USA
willow douglass	Medford	OR	97501	USA
Sierra Hudson	Yreka	CA	96027	USA
Doug Jantzi	Medford	OR	97504	USA
camiel rodriguez	Klamath Falls	OR	97603	USA
Devin raper	Forks Salmon	CA	96031	USA
Justin Morgan	Klamath River	CA	96050	USA
Barb Winges	Ashland	OR	97520	USA
David Honeycut	Midland	OR	97634	USA
John Westbrook	White City	OR	97503	USA
Laura Bird	Grants Pass	OR	97526	USA
Kathi Rhoads	Grants Pass	OR	97527	USA
Isabella Karlinger	Rogue river	OR	97537	USA
Andrea Rizer	SanClemente	CA	92672	USA
Rachel Buckley	Medford	OR	97504	USA
Wendy Burke Perez	Medford	OR	97501	USA
Theresa Adkerson	Ashland	OR	97520	USA
Suzanne Michel	Sun City	AZ	85351	USA
Tanner Gilmore	Grants Pass	OR	97527	USA
Liam Snyder	Ashland	OR	97520	USA
Tracy Packebushy	Rogue River	OR	97537	USA
Cyndi Menefee	Gold Hill	OR	97525	USA
Abigail Wywadis	Alexandria	VA	22314	USA
jordy mandrell	Medford	OR	97501	USA
Salihah Webster	Ballston Spa	NY	12020	USA
Julie Irwin	Medford	OR	97501	USA
Tyler Hillis	Grants Pass	OR	97527	USA
Petite Resch	Talent	OR	97540	USA
Terra White	Medford	OR	97504	USA
Debbie Light	Jacksonville	AR	72076	USA
Diana Grob	Gresham	OR	97030	USA
Rebecca Rutherford	Klamath Falls	OR	97601	USA
Alejandra Alvarez	Medford	OR	97502	USA
Briseida Bernal	Grants Pass	OR	97527	USA
Kayla Streeter	Indianapolis	IN	46254	USA
Geeta Narine	Jersey City	NJ	7306	USA
John Valladao	Medford	OR	97504	USA
Jordan Schreiber	Jacksonville	OR	97530	USA
Daniel Salisbury	Ashland	OR	97520	USA
Andrew Floyd	Dover	OH	44622	USA
Vicki Simpson	Ashland	OR	97520	USA
Lorien Loftus	Jacksonville	OR	97530	USA
Fai Scarbrough	El Cajon	CA	92020	USA
Angelina Orr	Ashland	OR	97520	USA
Sydnee McGregor	Ashland	OR	97520	USA
Ellen Read	Ashland	OR	97520	USA
Marjorie Olsen	Ashland	OR	97520	USA
Vanessa Wilson	Ashland	OR	97520	USA
Rachel Oberhausen	Hampton Bays	NY	11946	USA
Dave Harr	Ashland	OR	97520	USA
Jim Geear	Medford	OR	97504	USA
Rosie Hart	Ashland	OR	97520	USA
Deborah Bowman	Talent	OR	97540	USA
Selene Seltzer	Ashland	OR	97520	USA
Rebecca Wacklor	Medford	OR	97501	USA
Michael Thomas	Ashland	OR	97520	USA
Wendy Forster	Gateshead		NE110ET	UK
shirley swan	Birmingham		b14 7sr	UK
Lorraine Ellis	Caerphilly		CF83	UK
Bruce Forster	Newcastle Tyne		NE7	UK
Andrew Vallender	Leicester		LE3 2AG	UK
Christopher Evans	Shobdon		HR6	UK
Atilla Demir	Muğla			Türkey
Rachel Aronoff				Swzld.
Yolanda Schultes	Wittenbach			Sweden
Christine Thörnwall	Norrköping			Sweden
Annica Eriksson	Vallentuna			Sweden
Susana Muñoz	Madrid		28019	Spain
Rosa Cabrerizo	Hosp. Tllobregat		8905	Spain
Marga Gili	Palma		7003	Spain
Виртуальный Чудак	Reston		20190	Russia
Robert Nowak				Poland
L Saunders	Masterton			N. Z'land
Marianne Beames	Utrecht		1708TA	N'lands
Anneke Andries	Raamsdonksveer		4941JT	N'lands
Astrid Beatrix Geest	Stadskanaal		9502	N'lands
Hortencia Mendoza	Guadalajara		44260	Mexico
Consuelo Velasco	Strambino Cerone		10019	Italy
Barbara Vazza	Milan		20161	Italy
Graham Duncan	Limerick			Ireland
Josh Cohen				Ireland
Katalin Kónya-Jakus	Szatymaz			Hungary
Anne Montarou	Ahrensburg		22926	Germany
Ana Gruber	Wolfratshausen		82515	Germany
Angelika Wegner			51399	Germany
Rosi Zang	Aschaffenburg		63743	Germany
armer teufel reger	Nurnberg		90443	Germany
Anke O.	Auerbach		8209	Germany
Sue Schuemmer	Ulm		89077	Germany
Rüdiger Schmeling	Euskirchen		53879	Germany
Sabine Möhler	esselbach		97839	Germany
Anita Kanitz	Stuttgart		70378	Germany
Armer Teufel	Nuremberg		90443	Germany
Caroline Sévilla	Paris		75001	France
Dominique Lang	Vaison-la-Romaine		84110	France
Corine Cathala	Pierrelatte		26700	France
Frédéric Jaubert	Pont de Chéruy		38230	France
Nelly Prestat	Mouroux		77120	France
Raphaël Ponce	TOULOUSE		31140	France
Kristina Sedic	Zagreb			Croatia
Carlos Zapata	Cali			Columbia
Roxana Moya	Santiago			Chile
Jocelyne Lapointe	Terrebonne		j6w0b5	Canada

Jenna Miles	Dartmouth	B2V	Canada
Andréa Branco	Sao Paulo		Brazil
Martine Cuisenaire			Belgium
Elisabeth Bechmann	Polten		Austria
Bambi May	Roma		Austria
Analía Caiazza	Rosario. Santa Fe	2000	Argentina
Diego Duma	San Martin	1650	Argentina

Council Business Meeting

Date: June 16, 2026

Agenda Item	Committee Member Appointment
Department	Mayor and Council
From	Tonya Graham

TIME ESTIMATE
consent

CATEGORY
Action Needed - Motion to approve an action

SUMMARY
Approval of Mayor Graham's recommendation for the appointment of Brandon Polanco to Position #6 to the Social Equity and Racial Justice Advisory Committee Appointment with a term ending December 31, 2029.

POLICIES, PLANS & GOALS SUPPORTED
Per the Ashland Municipal Code 2.04.090, all regular advisory committees and boards shall be appointed by the Mayor with the consent of the Council.

BACKGROUND AND ADDITIONAL INFORMATION

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

REFERENCES & ATTACHMENTS
1. Polanco_ Appointment Application for SERJAC_Redacted

From: noreply@civicplus.com
To: Ashland City Recorder; Ashland City Recorder; Dorinda Cottle; Dorinda Cottle
Subject: Online Form Submittal: Appointment Application for City Committee or Commission
Date: Thursday, April 30, 2026 8:29:53 PM

[EXTERNAL SENDER]

Appointment Application for City Committee or Commission

Appointment Process
Thank you for your interest in serving on a committee.

Before applying, we kindly ask that you attend at least one committee meeting, or plan to attend an upcoming meeting. You must also review both the Committee Handbook and Social Media Policy to gain a comprehensive understanding of the committee's responsibilities and expectations.

Once your attendance has been confirmed, the Staff Liaison, Council Liaison, and Committee Chair will schedule a meeting with you to discuss your interest in serving. If you are recommended for an appointment, the Mayor will present your nomination to the City Council for approval.

Name	Brandon Polanco
Preferred Pronouns	*Field not completed.*
Committee or Commission You Wish to Serve On	SERJAC
Date You Attended a Meeting	April 9th, 2026
Or Date You Will Attend a Meeting	*Field not completed.*
I have reviewed the following documents:	Commission and Committee Handbook, Social Media Policy
Address	[redacted]
Phone	[redacted]
Email	[redacted]
Occupation	Filmmaker, Marketing and Content Creator

Educational Background	Stephen F. Austin State University - Bachelor of Fine Arts in Theatrical Performance - Received 2009
Related Experience	I bring a diverse background in storytelling, community engagement, and project leadership that I believe would serve me well in this position. As a filmmaker, producer, and founder of my own creative company, I've led teams, managed budgets, and brought complex projects from concept to completion. This work has required clear communication, collaboration across different perspectives, and the ability to stay organized while navigating challenges—skills that directly translate to committee work and public service. In addition to my creative work, I have experience organizing community-centered events and initiatives that foster connection, inclusivity, and shared purpose. Whether through wellness-based gatherings, artistic programming, or partnerships with local businesses and organizations, I've consistently worked to create spaces where people feel heard and engaged. This has given me a strong understanding of how to connect with diverse groups and build trust within a community. I also bring experience in marketing, communications, and strategic planning, which allows me to effectively share ideas, advocate for initiatives, and help amplify community voices. My work often sits at the intersection of creativity and impact, and I'm passionate about using those skills to contribute to meaningful civic engagement. I absolutely believe that continued training—such as attending conferences, seminars, or workshops—would be highly beneficial. Public service is an evolving field, and staying informed about policy, governance, and best practices in community leadership is essential. These opportunities would not only deepen my understanding of municipal processes and responsibilities but also allow me to learn from experienced leaders and bring new ideas back to the community. I see ongoing education as a way to strengthen my effectiveness, remain accountable, and ensure that I am serving with both knowledge and intention.
Interests	I'm applying for this position because I feel a genuine calling to be more involved in shaping the future of my community. Over the past several years, my work has centered around bringing people together—whether through storytelling, events, or collaborative projects—and I've seen firsthand how powerful it is when people feel connected, heard, and inspired. This role feels like a natural next step in expanding that impact into civic engagement and local leadership.

	I'm especially motivated by the opportunity to listen, learn, and advocate for the needs of the community. I care deeply about creating spaces where diverse voices are included in decision-making and where solutions reflect the real experiences of the people they affect. Being part of this committee would allow me to contribute meaningfully while also gaining a deeper understanding of the systems that shape our city. Additionally, I see this as an important step in my long-term goal of running for city council. I want to approach that path with intention, humility, and a strong foundation of service. This position offers a valuable opportunity to learn from others, build relationships, and actively participate in the work of improving our community from the ground up. Ultimately, I'm applying because I want to be of service. I believe in the potential of our community, and I'm committed to doing the work—both now and in the future—to help it thrive.
Availability	Yes, I am available to attend special meetings in addition to regularly scheduled meetings. While I can be flexible when needed, I do have a preference for evening meetings, as they tend to align best with my schedule.
Additional Information	I have lived in this community for over a year. In that time, I've actively engaged with the local arts, wellness, and small business communities, building meaningful relationships and gaining a deeper understanding of the people and culture here. In addition to my residency, I bring experience in project management, creative direction, and community organizing. I have led events and initiatives that bring people together, foster collaboration, and support local engagement. My background in storytelling and communications allows me to effectively share ideas and advocate for initiatives that reflect the needs and values of the community. I also approach this opportunity with a strong commitment to listening and learning. While I may be newer to the area, I am deeply invested in contributing positively, building connections, and being an active, reliable participant in helping the community grow and thrive.
Signature	Brandon [redacted] Polanco

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Council Business Meeting

Date: June 16, 2026

Agenda Item	First Reading of Ordinance 3305 Amending AMC 6.04 Business Licenses
Department	Finance
From	Bryn Morrison, Deputy Finance Director

TIME ESTIMATE
5 minutes

CATEGORY
Action Needed - Motion to approve an action

SUMMARY
This is a continuation of the City's updating of ordinance changes. AMC 6.04 includes set fees that should be removed and approved through separate resolutions. These fees reside in the Miscellaneous Fees and Charges Resolution as approved by Council.

POLICIES, PLANS & GOALS SUPPORTED
These updates will promote transparency and ease of access for both citizens of Ashland as well as staff.

BACKGROUND AND ADDITIONAL INFORMATION
These fees were approved as part of the Miscellaneous Fees and Charges Resolution on May 19, 2026.

Business License Fee

Fee Description	2026/2027 Fee
Initial Business License Application Fee	
First two employees[1]	$126.95
Each additional employee	$5.30
A prorated fee of $10 per month, or portion of month, remaining in the fiscal year from the date of the application with a minimum fee of $25 is applicable to all business except for rental properties with fewer than two dwellings, pursuant to AMC 6.04.020 A.	
Temporary Business License Application Fee	$26.45
Renewal Application Fee	
First two employees[1]	$79.35
Each additional employee	$10.60
Late Application Fee	$26.45
Late Renewal Fee (30 days past due)	10% ($25.00 minimum)
Reprint Business License	$10.60

FISCAL IMPACTS
N/A

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to approve the first reading of Ordinance 3305 An Ordinance Amending 6.04 Business Licenses Sections 6.04.105 Duplicate License, 6.04.120 Temporary License, and 6.04.130 Delinquent Penalty.

REFERENCES & ATTACHMENTS
1. 3305 Amending 6.04 Business Licenses

ORDINANCE NO. 3305

AN ORDINANCE AMENDING 6.04 BUSINESS LICENSES SECTIONS 6.04.105 DUPLICATE LICENSE, 6.04.120 TEMPORARY LICENSE, AND 6.04.130 DELINQUENT PENALTY

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~**bold lined through**~~, and additions are **bold underlined.**

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

> Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. 6.04.105 Duplicate License
A duplicate license shall be issued upon application and payment of a fee ~~**of $10**~~ **as set by resolution** to replace the license previously issued which was lost or destroyed.

SECTION 2. 6.04.120 Temporary License
If a business activity licensed under this chapter is for a limited duration of not more than 30 days, ~~**the**~~ **a** fee will be ~~**$25**~~ **charged by resolution**, regardless of the number of employees.

SECTION 3. 6.04.130 Delinquent Penalty
There shall be ~~**a penalty,of ten percent (10%) with a minimum of $25 added**~~ **penalties as set by resolution** to all business license fees paid later than 30 days after they are due.

SECTION 4. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 5. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however

that any Whereas clauses and boilerplate provisions (i.e. Sections 3-5) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

Council Business Meeting

Date: June 16, 2026

Agenda Item	Public Hearing and First Reading of Ordinances 3296, 3297, 3298, and 3306 Establishing the Manufactured Home Park Zone (MHPZ), Amending Manufactured Housing Development Standards, Adopting Related Comprehensive Plan and Zoning Map Amendments, and Establishing Manufactured Home Park Resident Protections
Department	Community Development
From	Brandon Goldman, Director of Community Development

TIME ESTIMATE
45 minutes

CATEGORY
Ordinance/Resolution - a motion is needed to adopt the ORD. or RESO.

SUMMARY
Conduct a public hearing and consider first reading of four ordinances implementing the Manufactured Home Park Zone (MHPZ) project. The proposed amendments establish a Manufactured Home Park Zone, amend the Comprehensive Plan and Zoning Maps, update land use regulations affecting manufactured housing, and create tenant protections for manufactured home park residents.

POLICIES, PLANS & GOALS SUPPORTED
• Ashland Housing Production Strategy (2023), Strategy G: Maintain quality and support preservation of existing manufactured home parks.
• Ashland Comprehensive Plan Housing Goal 6.10.2: Support the creation and preservation of housing that is affordable to low and moderate income households and commensurate with the incomes of Ashland's workforce.
• Ashland Comprehensive Plan Housing Policy 3: Integrate housing with other compatible land uses through flexible zoning provisions.
• Oregon Statewide Planning Goal 10: Housing.

BACKGROUND AND ADDITIONAL INFORMATION
The preservation of manufactured home parks was identified as a priority action in Ashland's Housing Production Strategy (HPS), adopted by the City Council in 2023. Manufactured home parks represent one of Ashland's most significant sources of low-cost homeownership and housing stability. The HPS recommends development of regulatory tools intended to preserve existing parks, support reinvestment, reduce redevelopment pressure, and minimize displacement of residents.

To implement this strategy, the City received a Technical Assistance Grant from the Oregon Department of Land Conservation and Development (DLCD). Through a joint selection process conducted by the City and DLCD, 3J Consulting was retained to assist with public engagement, policy development, code drafting, and preparation of findings. The project has included participation by a Manufactured Home Park Zone Management Advisory Committee (MAC), stakeholder interviews, public outreach, an online survey, Planning Commission study sessions, Housing and Human Services Advisory Committee review, and City Council study sessions.

The proposed ordinances include both state-mandated and City-initiated amendments. Recent Oregon legislation requires local governments to revise regulations affecting manufactured housing, childcare facilities, residential care uses, and clear and objective housing standards. The ordinance package also includes discretionary local provisions intended to preserve manufactured home parks, support reinvestment, provide greater regulatory certainty, and encourage long-term housing stability.

The Housing and Human Services Advisory Committee reviewed the proposed ordinance package and recommended approval. The Planning Commission conducted a public hearing on June 9, 2026, and provided recommendations to the City Council as outlined below.

The Planning Commission staff report provides a detailed discussion of the proposed amendments, applicable state law requirements, public outreach process, and rationale supporting the proposed ordinance package. Draft Findings of Fact and Conclusions of Law have also been prepared to support the legislative amendments and are included for Council review. The findings are not proposed for adoption at first reading but will be presented for Council consideration at second reading.

PROPOSED ORDINANCES

Ordinance No. 3296 – Land Use Ordinance Amendments

Ordinance 3296 establishes the Manufactured Home Park Zone (MHPZ) and creates the primary regulatory framework for manufactured home parks in Ashland. The ordinance amends multiple sections of the Land Use Ordinance relating to manufactured homes on individual lots, manufactured home parks, childcare facilities, residential care uses, annexations, definitions, development standards, and the Performance Standards Option chapter.

A portion of the ordinance is required to bring Ashland's code into compliance with recent changes in Oregon law. These amendments include regulating manufactured homes on individual lots in substantially the same manner as site-built single-family homes, updating development standards to provide clear and objective approval criteria, permitting prefabricated (modular) dwellings and recreational vehicles within manufactured home parks where required by state law, allowing childcare facilities and certain residential care uses as required by state legislation, and updating local definitions and standards to align with current state housing statutes.

The ordinance also includes City-initiated amendments intended to preserve and modernize manufactured home parks. These provisions create a dedicated zoning district specifically tailored to manufactured home parks, establish standards that recognize the unique physical layout of existing parks, provide pathways to address existing nonconformities, allow increased densities where smaller units are provided, improve fire and emergency access standards, permit community-serving amenities and gathering spaces, and encourage reinvestment through a proportionate impact approach that avoids requiring full site-wide upgrades when only limited improvements are proposed.

Ordinance No. 3297 – Zoning Map Amendment

Ordinance 3297 amends the City's Zoning Map to apply the newly created Manufactured Home Park Zone designation to eligible manufactured home parks located within the city limits.

The purpose of the amendment is to align zoning with the actual and intended use of these properties. Existing manufactured home parks are currently located within conventional residential zoning districts that were not specifically designed for manufactured home park development. Application of the MHPZ establishes a zoning framework tailored to manufactured home parks and provides long-term regulatory certainty for both residents and park owners.

Ordinance No. 3298 – Comprehensive Plan Map Amendment

Ordinance 3298 amends the Ashland Comprehensive Plan Map to establish a Manufactured Home Park land use designation.

The amendment ensures consistency between the Comprehensive Plan and the proposed zoning framework. It also provides policy direction for existing manufactured home parks located within the Urban Growth Boundary by recognizing these properties as long-term manufactured home park sites rather than areas intended for conversion to higher-density residential development upon annexation.

Ordinance No. 3306 – Manufactured Home Park Tenant Protections

Ordinance 3306 creates a new Chapter 10.116 of the Ashland Municipal Code establishing notice of sale requirements, opportunity-to-purchase provisions, relocation planning requirements, anti-harassment provisions,

and related tenant protections for manufactured home park residents.

Unlike the other three ordinances, Ordinance 3306 is not a land use regulation and is not part of Title 18. Instead, it is proposed within Chapter 10, Public Peace, Morals and Safety, similar to the City's existing tenant protections applicable to conversion of multifamily rental housing to ownership housing under AMC 10.115.

The ordinance recognizes that manufactured home owners often own their homes but rent the land beneath them, creating unique challenges when parks are sold, closed, or redeveloped. The proposed provisions are intended to provide additional notice, facilitate communication regarding potential park sales, create opportunities for residents to explore resident-owned community models, require relocation planning when displacement may occur, and support housing stability during periods of transition.

Following preparation of the draft ordinances, the Legal Department reviewed proposed Ordinance 3306 relating to tenant protections and notice requirements associated with manufactured home park sales and closures. While Legal has advised that many of the proposed provisions may be legally supportable, additional evaluation is recommended prior to Council adoption. Areas identified for further review include the relationship between the proposed local requirements and existing provisions of ORS Chapter 90, opportunities to streamline the ordinance through incorporation by reference of applicable state law requirements, clarification of enforcement mechanisms and administrative procedures, and further analysis of the City's authority to impose requirements that exceed state statutory standards. Legal has recommended that these issues be evaluated and, where appropriate, reflected in a revised draft ordinance prior to Council consideration of adoption.

Together, the four ordinances create a coordinated framework implementing the Housing Production Strategy goal of maintaining and supporting the preservation of existing manufactured home parks while ensuring compliance with recent state housing legislation.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission conducted a duly noticed public hearing on June 9, 2026 and forwarded recommendations on all four proposed Manufactured Home Park Zone ordinances.

The Planning Commission recommended approval of Ordinance 3296 with amendments to the definitions section to clarify that the terms "Manufactured Home Park," "Manufactured Housing Development," and "Manufactured Dwelling Park" are synonymous and refer to the same type of development. The Commission's recommended amendments have been incorporated into the draft ordinance presented to Council for first reading.

The Planning Commission recommended approval of Ordinances 3297 and 3298 with amendments to remove Upper Pines Mobile Home Park and Ashland RV Park (278 Idaho Street) from the proposed Manufactured Home Park Zone map and to remove those properties, together with the Jackson Wellsprings property, from the proposed Comprehensive Plan Manufactured Home Park designation. To reflect the Planning Commission's recommendation, the map exhibits accompanying Ordinances 3297 and 3298 have been revised accordingly and are included in the draft ordinances presented to Council for first reading.

With respect to Ordinance 3306, the Planning Commission forwarded the ordinance to the City Council together with a recommendation that additional legal review occur prior to adoption. Consistent with that recommendation, staff is not recommending first reading of Ordinance 3306 this evening. Instead, staff recommends that Council continue consideration of Ordinance 3306 to a date certain of July 21, 2026, allowing time for further legal analysis and potential revisions to be incorporated into a revised draft ordinance for Council consideration.

FISCAL IMPACTS

The proposed ordinances are legislative amendments and have no direct impact on the City's adopted budget. Development of the ordinance package was substantially funded through a Technical Assistance Grant provided by the Oregon Department of Land Conservation and Development. Future implementation would occur through existing City programs and development review processes.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Because the Manufactured Home Park Zone project consists of four separate ordinances addressing distinct portions of the Ashland Municipal Code and the City's adopted maps, staff recommends that Council consider each ordinance independently. Separate motions are provided for Ordinances 3296, 3297, 3298, and 3306 to allow Council to deliberate and take action on each component of the ordinance package individually. While the ordinances are intended to function as a coordinated package implementing the Housing Production Strategy goal of preserving manufactured home parks, separate motions provide Council the flexibility to approve an ordinance as presented, approve it with modifications

MOTIONS

Motion 1 – Ordinance No. 3296

I move to approve first reading of Ordinance No. 3296 amending Ashland Municipal Code Sections 18.2.2.030, 18.2.3.170, 18.2.3.180, 18.3.9.020, 18.3.9.030, and related provisions to establish the Manufactured Home Park Zone (MHPZ), modify manufactured home park standards, and implement state law requirements relating to childcare facilities and residential care uses, as presented [or as amended].

Motion 2 – Ordinance No. 3297

I move to approve first reading of Ordinance No. 3297 amending the Ashland Zoning Map to establish the Manufactured Home Park Zone, as presented [or as amended].

Motion 3 – Ordinance No. 3298

I move to approve first reading of Ordinance No. 3298 amending the Ashland Comprehensive Plan Map to establish the Manufactured Home Park designation, as presented [or as amended].

Motion 4 – Ordinance No. 3306

I move to continue consideration of Ordinance No. 3306 adding Chapter 10.116 to the Ashland Municipal Code establishing notice of sale, opportunity to purchase, relocation standards, and tenant protections for manufactured home park residents to July 21, 2026, and direct staff to return with any revisions recommended following further legal review.

REFERENCES & ATTACHMENTS

1. MHPZ_Staff_Memo_PC_Hearing_06092026
2. Ord3296_MHPZ_CH18_draft_06162026
3. Ord3297_MHPZ-Zoning Map_draft_06162026
4. Ord_3297_ZONING MAP_ExhibitA_06162026
5. Ord3298_ MHPZ _Comp Plan Map_draft_06162026
6. Ord_3298_COMP PLAN MAP_ExhibitA_06162026
7. Ord3306_MHPZ-NoticeofSale_draft_05292026
8. Ord 3306_Summary of Legal Correspondence 06092026
9. Public Comment_Allen_06012026
10. Public Comment_RVAR_06012026_
11. Public Comment_Hampton_06012026_
12. MHPZ Survey Responses 2026-06-01
13. MHPZ Survey Structure 2026-06-01
14. Ashland MHPZ DRAFT Adoption Findings
15. HB 4064-ManuafacturedHousing
16. ORS 90.842_ MH Notice of Sale

Memo

DATE: June 9, 2026
TO: Planning Commissioners
FROM: Brandon Goldman, *Director*
Linda Reid, *Housing Program Manager/MHPZ Project Manager*
Derek Severson, *Planning Supervisor*
RE: Manufactured Home Park Zone (MHPZ) Ordinance Adoption Hearing

Background

The preservation of manufactured home parks was identified as a strategic action in Ashland's state-mandated Housing Production Strategy (HPS), which was adopted in 2023. The HPS recognizes manufactured home parks as a critical source of '*naturally occurring affordable housing*' and calls for regulatory tools that maintain park viability, reduce redevelopment pressure, and support long-term housing stability for residents. Development of a stand-alone Manufactured Home Park zone (MHPZ) is intended to directly implement the HPS strategy by establishing a zoning framework focused on preservation, clarity, and compliance with state housing statutes. The City received a Technical Assistance Grant from the Oregon Department of Land Conservation and Development (DLCD), and through a joint selection process conducted by the City and DLCD, 3J Consulting was retained to provide technical and policy support for this effort. 3J will lead tonight's presentation. To date, this project has included:

- Since August of 2025, City staff and the consultant team have been working with a Management Advisory Committee (MAC) composed of manufactured home park residents, real estate professionals, affordable housing providers, and a representative from the Housing and Human Services Advisory Committee and the Planning Commission to inform policy development.
- A number of meetings have been held before Ashland's various advisory committees, Planning Commission and Council, including:

  - ✓ **August 27, 2024** – Planning Commission Study Session
  - ✓ **March 17, 2025** - City Council Study Session
  - ✓ **January 27, 2026** – Joint Planning Commission, City Council & Housing and Human Services Advisory Committee Study Session
  - ✓ **April 23, 2026** – Housing and Human Services Advisory Committee Study Session
  - ✓ **April 28, 2026** – Planning Commission Study Session

COMMUNITY DEVELOPMENT DEPARTMENT
51 Winburn Way
Ashland, Oregon 97520
ashland.or.us
Tel: 541.488.5305
Fax: 541.552.2050
TTY: 800.735.2900

- The consultant team has conducted stakeholder interviews with manufactured home park owners where they were available and willing.
- A project website has been created at: https://www.ashlandoregon.gov/MHPZ
- An on-line community survey has been conducted for those unable to attend the public meetings.

The Planning Commission last considered this matter in a study session on April 28th, and Commission recommendations from the study session have been incorporated into the materials being considered tonight.

Proposed Changes for Consideration Tonight

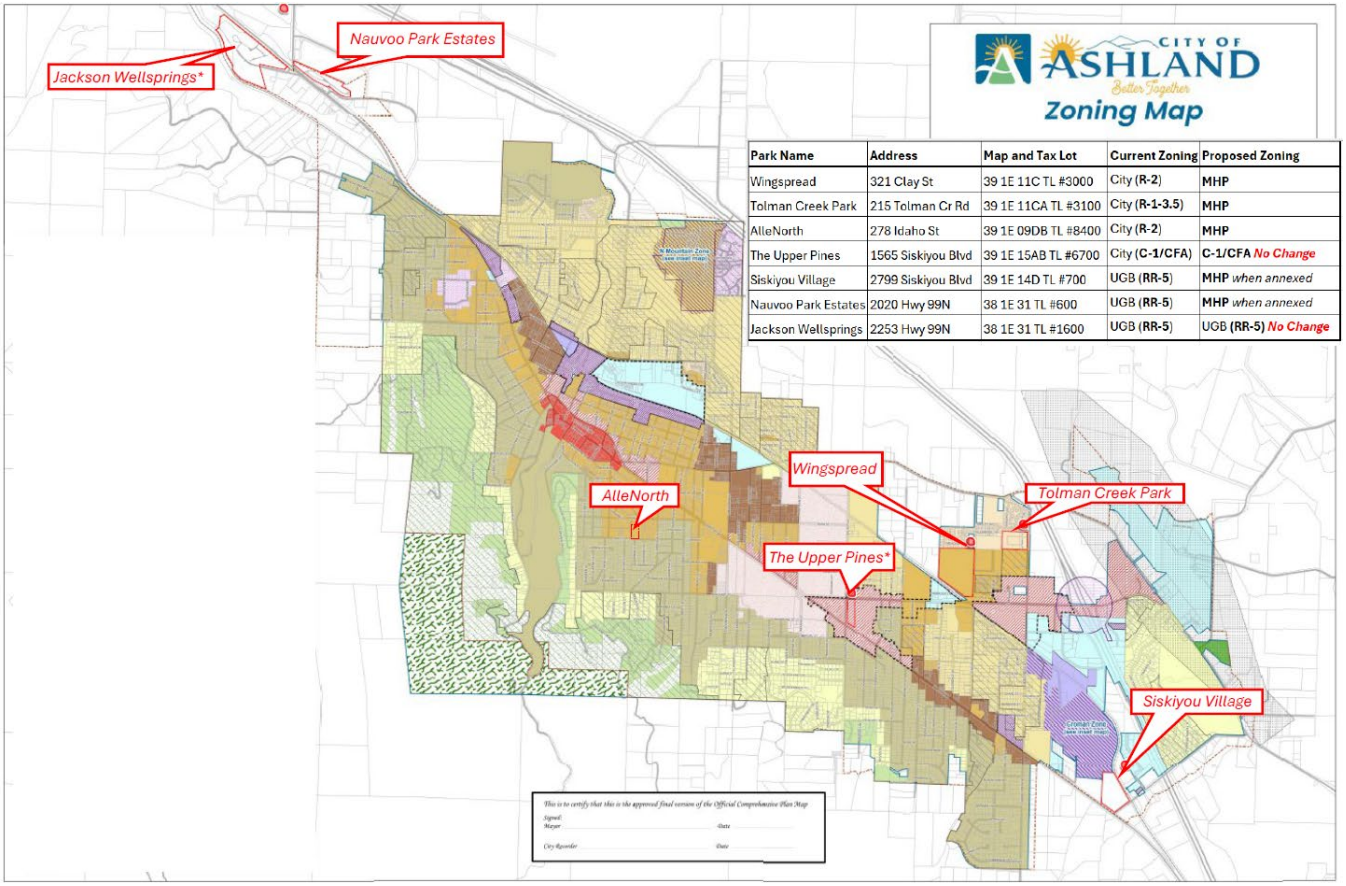
The proposed changes under consideration tonight include the following:

- **Unit Standards for Individual Lots**: The proposed standards for individual manufactured homes are revised to comply with state law limiting local regulations to standards also applicable to single family homes. The amendments base interior setbacks on fire code requirements, clarify floodplain standards, and encourage the use of metal skirting to improve wildfire resilience.
- **Unit Standards for Parks:** Proposed standards include an 18 unit/acre density with units less than 500 square feet counting as 0.5 units for density purposes, no minimum unit square footage or lot width/depth, interior setbacks per fire code, addressing lot coverage in a manner consistent with other zones in Ashland, retention of the five percent open space requirement, and a requirement that landscaping comply with wildfire safety standards.
- **Community Serving Uses:** The amendments allow community serving facilities within manufactured home parks, including clubhouses, management offices, community gathering spaces, laundry facilities, and recreation areas. Limited commercial uses such as small offices, cafes, and personal services may be approved through the Conditional Use Permit process.
- **Childcare Facilities:** Consistent with House Bill 3005 (2023), the amendments revise the Allowed Use Table in AMC 18.2.2.030 to permit childcare facilities in all zoning districts where required by state law. As part of this update, childcare facilities are also permitted outright within the proposed Manufactured Home Park Zone.
- **Performance Standards Options Chapter:** The amendments provide for new parks to be developed through the Performance Standards Options Chapter (AMC 18.3.9).
- **Addressing Non-Conforming Developments:** The proposed updates include a path to modify existing non-conforming developments through the Conditional Use Permit process and clarify hardship criteria. This would apply to land use non-conformities, and would not alter fire code requirements, utility standards, etc.

- **Tenant Protections:** A new section in Chapter 10 is proposed to incorporate requirements for a 180-day notice of sale (increased from 120 days in the prior draft following Planning Commission recommendation) to support the opportunity for tenants to purchase parks and create resident-owned communities (ROCs). Anti-harassment provisions and requirements for a relocation plan are also included.
- **Zoning Map Amendment:** Ashland's zoning map is proposed to be modified to create a new Manufactured Home Park Zone.
- **Comprehensive Plan Map Amendment:** Comprehensive Plan Map designations would also be updated to include a Manufactured Home Park designation. This would mean that existing parks within the Urban Growth Boundary that were proposed for annexation would be expected to come into the city as manufactured home parks, rather than having an outright requirement to come in at a multi-family residential zoning with the associated minimum density and affordability requirements.
- **Annexations:** Annexation standards are proposed to be amended so that the typical affordable housing requirements for annexed properties are not applied to manufactured home parks, which are being protected here as a form of naturally occurring affordable housing. Density would also be capped at 18 units/acre, without further density bonuses.
- **Definitions:** New definitions of manufactured dwelling, prefabricated units (prefab) and recreation vehicle are also proposed.

The Parks

Existing Manufactured Home Parks with Ashland's Urban Growth Boundary (UGB) are in red and labeled on the map below:



Park Name	Address	Map and Tax Lot	Current Zoning	Proposed Zoning
Wingspread	321 Clay St	39 1E 11C TL #3000	City (R-2)	MHP
Tolman Creek Park	215 Tolman Cr Rd	39 1E 11CA TL #3100	City (R-1-3.5)	MHP
AlleNorth	278 Idaho St	39 1E 09DB TL #8400	City (R-2)	MHP
The Upper Pines	1565 Siskiyou Blvd	39 1E 15AB TL #6700	City (C-1/CFA)	C-1/CFA *No Change*
Siskiyou Village	2799 Siskiyou Blvd	39 1E 14D TL #700	UGB (RR-5)	MHP *when annexed*
Nauvoo Park Estates	2020 Hwy 99N	38 1E 31 TL #600	UGB (RR-5)	MHP *when annexed*
Jackson Wellsprings	2253 Hwy 99N	38 1E 31 TL #1600	UGB (RR-5)	UGB (RR-5) *No Change*

The existing parks include:

- **Wingspread/321 Clay Street –** Wingspread Mobile Park is on 20.4 acres zones R-2 and contains approximately 116 manufactured homes.
- **Tolman Creek Park/215 Tolman Creek Road –** Tolman Creek Park is on 6.6 acres zoned R-1-3.5 and contains approximately 38 manufactured homes.
- **AlleNorth/278 Idaho Street –** The AlleNorth property is located in an established R-2 zoned neighborhood at the south-edge of the Siskiyou-Hargadine National Register Historic District. This property contains 28 spaces including 12 stick-built cottages and 16 RV spaces.
- **The Upper Pines/1565 Siskiyou Boulevard –** The Upper Pines is located on 2.6 acres in the C-1 zone and was recently included in the Climate Friendly Area (CFA) adoption. The property includes 51 manufactured homes and RV's as well as two commercial buildings along Ashland Street and one commercial building on Siskiyou Boulevard.

- **Siskiyou Village/2799 Siskiyou Boulevard –** Siskiyou Village is located outside of the city limits, within the UGB and contains approximately 49 manufactured homed.
- **Nauvoo Park Estates/2020 Highway 99N –** Nauvoo Park Estates is located outside of the city limits, within the UGB, and includes about 42 manufactured homes.
- **Jackson Wellsprings/2253 Highway 99N –** Jackson Wellsprings is located outside of the city limits, within the UGB, and includes a swimming pool, mineral baths, an RV park with approximately 16 'permanent' RV spaces and also functions as an event space.

Stakeholder Input

Interviews were conducted by 3J Consulting with available and willing park owners or their representatives. The themes generally noted from these interviews included support for the modernization of the parks without penalizing upgrades; looking for greater flexibility for non-conforming sites and seeking to balance protection with practical incentives.

On-Line Survey

An on-line survey was conducted for several weeks to allow input from those who were unable to attend and participate in public meetings. The survey results are included in the attachments.

Recommendations

The Manufactured Home Park Zone Management Advisory Committee (MAC) assisted in reviewing existing regulations and identifying issues affecting park preservation and resident stability. As part of this work, the City, consultant team and MAC have evaluated Ashland's existing Manufactured Housing Development regulations in Ashland Municipal Code Section 18.2.3.180 which governs manufactured home parks within residential zones. This section has provided an important baseline for understanding existing requirements and identifying opportunities for modernization, simplification, removal of regulatory barriers, and alignment with state law. Following its review of the proposed amendments, the MAC expressed support for the creation of the Manufactured Home Park Zone and the associated code, Comprehensive Plan, and zoning map amendments.

The Housing and Human Services Advisory Committee reviewed and made a recommendation in support of the draft code amendments on April 23rd. Their recommendation is included in the attachments.

In considering the proposed amendments, staff would first note the following:

The Upper Pines (1565 Siskiyou Blvd) – In looking at the Upper Pines in April, Planning Commissioners recognizes that the Commercial zoning and Climate Friendly Area designation had substantial potential to accommodate housing under their current zoning and suggested that rezoning to MHPZ was not the best option. The property's existing C 1 zoning and Climate Friendly Area designation already provide substantial opportunities for housing development and

redevelopment, making application of the MHPZ potentially inconsistent with broader housing production objectives established through the CFA planning process. Staff concur that the Upper Pines should not be included in the new MHPZ.

Jackson Wellsprings (Hwy 99N, County within the Urban Growth Boundary) - In considering Jackson Wellsprings, which is located in the Urban Growth Boundary, during the most recent study session, Planning Commissioners recognizes that Jackson Wellsprings functions as a mixed use property containing recreational, event venue, camping, lodging, public pool, and 16 unit RV park components in addition to residential uses. Staff concurs that a Manufactured Home Park designation would not adequately reflect the property's existing character or range of activities.

AlleNorth/278 Idaho Street - Subsequent to the distribution of public notices for this action and the last study session, Housing and Planning staff spoke at length with David Allen who owns the property at 278 Idaho Street. This R-2 zoned property was included for consideration in the zone change as a legal nonconforming development containing a number of recreation vehicles (RVs) which would, based on recent state legislation, be permitted outright in a manufactured home park. The property has been owned by the Allen family since the 1970's and Mr. Allen has owned and managed the property himself since the early 1990's. It currently contains 12 small cottages and 16 RV spaces. Mr. Allen noted that he is not in favor of including his property in the MHPZ for the following reasons:

- The property does not contain any manufactured homes, and Mr. Allen asserts that it is not configured to add manufactured homes. It does however contain 12 small. stick-built rental cottages in addition to the RVs, and the cottages account for the large majority of the rental income from the property.
- The property is located within and is surrounded by an established residential neighborhood in the Siskiyou-Hargadine National Register Historic District. The property itself is considered non-historic/non-contributed because, while some cottages date to the historic period of significance, they have been modified and have a more modern appearance. Mr. Allen has suggested that zoning to enable adding manufactured homes to the eclectic mix of uses already on the property within a National Register Historic District would not be appropriate for the neighborhood.
- Mr. Allen has also suggested that the nature of the current rental use of the property is significantly different than a manufactured home park as the small RVs enable a different level of mobility from that of a manufactured home park. Allen notes that RV turnover is relatively high, with only three RVs having stayed for longer than three years. He also emphasizes that RVs remain fully mobile and can leave the site in under one hour.
- He would prefer the flexibility to continue operating the property as he has for decades while retaining the broadest possible variety of options for the heirs who will ultimately inherit the property.

Mr. Allen's assessment is well-reasoned and given that the property is within a National Register Historic District, does not contain any manufactured homes, and can continue operating as an RV Park due to its legal non-conforming status, it seems appropriate not to alter the property's existing zoning. Staff also notes that one of the primary objectives of the proposed Manufactured Home Park Zone is to preserve housing opportunities and provide stability for residents who have made substantial investments in manufactured homes that are often difficult or impractical to relocate. Because the Idaho Street property consists of RV spaces occupied by vehicles designed for mobility and relatively easy relocation, the policy considerations supporting application of the Manufactured Home Park Zone are less directly applicable to this property than to traditional manufactured home parks.

With the above in mind, staff recommends approval of the ordinance amendments and associated map changes, with the Upper Pines, Jackson Wellsprings and the AlleNorth property to be excluded. These amendments reflect direction provided throughout the public engagement process to date, including advisory committee meetings, study sessions with the Planning Commission and Council, stakeholder input, and the on-line survey, and are in keeping with the intent of the Housing Production Strategy.

Notice of Sale/Opportunity to Purchase - As proposed, the amendments include new section 10.116 which requires a 180-day Notice of Sale to give tenants the opportunity to pursue purchase of parks to be sold and to look into the formation of a resident-owned community (ROC). Current provisions in state law require only a 15-day notice of sale, with an additional 14-days for the owner to respond if tenants express interest in purchasing, and a final 45 days for tenants to form a corporate entity to pursue purchase. In reviewing the proposal, the City Attorney has recognized that increasing the requirements substantially beyond the state requirement has a legitimate public purpose as intended in the Housing Production Strategy but questioned whether any other city in Oregon has enacted similar requirements. He recommended making clear that the proposal is an additional requirement for operation in the city and that sellers would need to comply with state and city regulations; clearly justifying the requirement for additional time in the ordinance; and to be sure to structure language relative to a first right-of-refusal in terms of local remedies without affecting the title or compelling sale.

Recommended Motion

The goal of tonight's hearing is to yield a Planning Commission recommendation for the Council to consider as they conduct first reading of the proposed ordinances on June 16th. Staff would recommend the following motions:

I move that the Planning Commission recommend the City Council adopt the ordinance amendments as proposed [or as amended] below, including the following actions to create new

Manufacture Home Park (MHP) Comprehensive Plan and Zoning designations and supporting regulations within the City of Ashland:

- Ordinance #3296 amending Ashland Municipal Code Sections 18.2.2.030 (Allowed Uses), 18.2.3.170 (Manufactured Home on Individual Lot), 18.2.3.180 (Manufactured Housing Developments), 18.3.9.020 (Applicability of the Performance Standards Option), 18.3.9.030 (PSO Overlay), and related provisions to establish the Manufactured Home Park Zone (MHPZ), modify manufactured home park standards, and implement state law requirements relating to childcare facilities and residential care uses.
- Ordinance #3297 amending the adopted Zoning Map to add the Manufactured Home Park zone but excluding the AlleNorth and Upper Pines properties.
- Ordinance #3298 amending the adopted Comprehensive Plan Map to add a designation for a Manufactured Home Park zone but excluding the Jackson Wellsprings, AlleNorth and Upper Pines properties.
- Ordinance #3306 adding chapter 10.116 to the Ashland Municipal Code establishing notice of sale, opportunity to purchase, relocation standards, and tenant protections for manufactured home park residents.

I move that the Planning Commission recommend that the City Council adopt the findings as presented [or as amended] in support of the proposed Manufactured Home Park Zone (MHPZ) code amendments, Comprehensive Plan Map amendments, Zoning Map amendments, and tenant protection provisions.

REFERENCES & ATTACHMENTS

Attachment #1:	Draft ORD #3296
Attachment #2:	Draft ORD #3297
Attachment #2A:	Draft ORD #3297, Exhibit A: Zoning Map for Adoption
Attachment #3:	Draft ORD #3298
Attachment #3A:	Draft ORD #3298, Exhibit A: Comprehensive Pla Map for Adoption
Attachment #4:	Draft ORD #3306
Attachment #5:	Draft Findings prepared by 3J consulting
Attachment #6:	Case Studies Memo
Attachment #7:	ORS 90.842-844 & Supporting
Attachment #8:	HB 4064, Removal of Obstacles to Manufactured Homes in Single Family Zones & Parks
Attachment #9:	Housing & Human Services Advisory Committee 4/23 Minutes
Attachment #10:	On-Line Survey Questions & Responses
Attachment #11:	June 1, 2026 David Allen letter
Attachment #12:	June 1, 2026 Rogue Valley Association of Realtors letter
Attachment #13:	Eugene Mobile Home Park article

ORDINANCE NO. 3296

AN ORDINANCE AMENDING ASHLAND MUNICIPAL CODE SECTIONS 18.2.2.030 (ALLOWED USES), 18.2.3.170 (MANUFACTURED HOME ON INDIVIDUAL LOT), 18.2.3.180 (MANUFACTURED HOUSING DEVELOPMENTS), 18.3.9.020 (APPLICABILITY OF THE PERFORMANCE STANDARDS OPTION), 18.3.9.030 (PSO OVERLAY), AND RELATED PROVISIONS TO ESTABLISH THE MANUFACTURED HOME PARK ZONE (MHPZ), MODIFY MANUFACTURED HOME PARK STANDARDS, AND IMPLEMENT STATE LAW REQUIREMENTS RELATING TO CHILDCARE FACILITIES AND RESIDENTIAL CARE USES

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~**bold lined through**~~, and additions are **bold underlined.**

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS, the Oregon Legislature has adopted amendments to state law intended to reduce barriers to manufactured housing and expand housing choice, including provisions requiring local governments to allow manufactured dwellings on individual lots under standards that are clear and objective and that do not unreasonably restrict placement of manufactured homes meeting applicable construction and safety standards, including ORS 197.314, ORS 197.307, and ORS 197A.400; and

WHEREAS, the State of Oregon recognizes manufactured housing and manufactured home parks as an important component of the state's needed housing supply and has adopted policies and legislation intended to encourage the preservation, improvement, and continued availability of manufactured housing opportunities throughout Oregon; and

WHEREAS, the City of Ashland Housing Production Strategy identifies Strategy G, "Maintain quality and support preservation of existing manufactured home parks," as a priority action to preserve existing housing opportunities, support reinvestment in manufactured housing communities, and maintain long term housing stability for Ashland residents; and

WHEREAS, the Housing Element of the Ashland Comprehensive Plan establishes goals and policies to ensure a range of housing types for the community, support the creation and preservation of housing affordable to low and moderate income households, and encourage efficient residential development patterns that make effective use of urban land and infrastructure; and

WHEREAS, Statewide Planning Goal 10 requires local governments to provide for the housing needs of Oregon residents, and the City of Ashland's acknowledged Housing Capacity Analysis and Housing Production Strategy identify manufactured housing as an important source of homeownership opportunities and a needed component of the City's housing supply; and

WHEREAS, manufactured dwelling parks provide an important source of attainable homeownership opportunities within the City of Ashland, offering housing choices for households that may otherwise be unable to purchase a home in the local market, and the preservation and modernization of manufactured housing communities serves an important public purpose by maintaining housing stability, supporting reinvestment, and preserving a diverse supply of housing choices for current and future residents; and

WHEREAS, the Oregon Legislature has adopted additional housing and community service related requirements, including HB 3560 relating to childcare facilities and HB 2005 relating to residential care homes and residential care facilities, and the amendments include revisions to the Ashland Municipal Code necessary to maintain consistency with current state law and ensure such uses are permitted in accordance with applicable statutory requirements; and

WHEREAS, the City Council finds that the amendments adopted herein, including establishment of a Manufactured Home Park Zone, updates to manufactured housing standards, and revisions necessary to comply with state requirements relating to childcare facilities and residential care uses, will promote compliance with state law, implement adopted Housing Production Strategy actions, further the goals and policies of the Ashland Comprehensive Plan, support the preservation of needed housing, expand housing and community service opportunities, and provide clear and objective standards for development within the City.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. The above recitations are true and correct and are incorporated herein by this reference.

SECTION 2. AMC 18.2.2.030, Allowed Uses, is hereby amended as follows:

18.2.2.030 Allowed Uses

A. Uses Allowed in Base Zones. Allowed uses include those that are permitted, permitted subject to special use standards, and allowed subject to approval of a conditional use permit. Where Table 18.2.2.030 does not list a specific use and part 18.6 does not define the use or include it as an example of an allowed use, the City may find that use is allowed, or is not allowed, following the procedures of section 18.1.5.040.

B. Permitted Uses and Uses Permitted Subject to Special Use Standards. Uses listed as "Permitted (P)" are allowed. Uses listed as "Permitted Subject to Special Use Standards (S)" are allowed, provided they conform to chapter 18.2.3, Special Use Standards. All uses are subject to the development standards of the zone in which they are located, any applicable overlay zone(s), and the review procedures of part 18.5. See section 18.5.1.020.

C. Conditional Uses. Uses listed as "Conditional Use Permit Required (CU)" are allowed subject to the requirements of chapter 18.5.4.

D. Prohibited Uses. Uses not listed in Table 18.2.2.030 and not found to be similar to an allowed use following the procedures of section 18.1.5.040 are prohibited. Prohibited uses are subject to the violations, complaints, and penalties sections in 18.1.6.080, 18.1.6.090, and 18.1.6.100.

E. Uses Regulated by Overlay Zones. Notwithstanding the provisions of chapter 18.2.2, additional land use standards or use restrictions apply within overlay zones. An overlay zone may also provide for exceptions to some standards of the underlying zone. For uses allowed in special districts CM, HC, NM, NN and SOU, and for regulations applying to the City's overlay zones, refer to part 18.3.

F. Accessory Uses. Uses identified as "Permitted (P)" are permitted as primary uses and as accessory uses. For information on other uses that are customarily allowed as accessory, please refer to the description of the land use categories in part 18.6, Definitions.

G. Mixed-Use. Uses allowed in a zone individually are also allowed in combination with one another, in the same structure or on the same site, provided all applicable development standards and building code requirements are met.

H. Temporary Uses. Temporary uses require a conditional use permit under chapter 18.5.4, except as follows:

1. Short-Term Events. The Staff Advisor may approve through ministerial review short-term temporary uses occurring once in a calendar year and lasting not more than 72 hours including set-up and take-down. Activities such as races, parades, and festivals that occur on public property (e.g., street rights-of-way, parks, sidewalks, or other public grounds) require a special event permit pursuant to chapter 13.03.

2. Short-Term Food Truck Event. The Staff Advisor may approve through ministerial review the short-term temporary operation of a food truck occurring not more than once per month and lasting not more than 72 hours including set-up and take-down. In addition to the short-term food truck event permit, food truck vendors shall obtain a business license, register for and pay applicable food and beverage tax, and receive any requisite inspections from the Building and Fire Departments and the Jackson County Environmental Public Health Department. Short-term food truck events are not to be permitted in residential zones.

3. Garage Sales. Garage sales shall have a duration of not more than two days and shall not occur more than twice within any 365-day period. Such activity shall not be accompanied by any off-premises advertisement. For the purpose of this chapter, garage sales meeting the requirements of this subsection shall not be considered a commercial activity.

4. Temporary Buildings. Temporary occupancy of a manufactured housing unit or similar structure may be permitted for a period not to exceed 90 calendar days upon the granting of a permit by the Building Official. Such occupancy may only be allowed in conjunction with construction on the site. Said permit shall not be renewable within a six-month period beginning at the first date of issuance, except with approval of the Staff Advisor.

I. Disclaimer. Property owners are responsible for verifying whether a proposed use or development meets the applicable standards of this chapter.

Table 18.2.2.030. Uses Allowed by Zone

	MH PZ	R-1	R-1-3.5	R-2	R-3	RR	WR	C-1 & C-1-D	E-1	M-1	Special Use Standards
A. Agricultural Uses[1]											
Agriculture, except Keeping of Bees, Livestock and	**N**	P	P	P	P	P	P	N	N	N	Animal sales, feed

Micro-Livestock, Homegrown Marijuana Cultivation, and Marijuana Production											yards, keeping of swine, commercial compost, or similar uses not allowed
Keeping of Bees	**S**	S	S	S	S	S	S	N	N	N	Sec. 18.2.3.160
Keeping of Livestock	**N**	S	N	N	N	S	S	N	N	N	
Keeping of Micro-Livestock	**N**	S	S	S	S	S	S	N	N	N	
Marijuana Cultivation, Homegrown	**N**	S	S	S	S	S	S	S	S	S	Sec. 18.2.3.190 See General Industrial, Marijuana Production
B. Residential Uses											
Single-Family Dwelling	**N**	P	P	P	P	P	P	S	S	N	See Single-Family standards in Sec. 18.2.5.090 Sec. 18.2.3.130 for

											dwellings in C-1 zone and E-1 zone Dwellings and additions in Historic District Overlay, see Sec. 18.2.3.120 and 18.2.5.070
Accessory Residential Unit	**N**	S	S	S	S	S	S	N	N	N	Sec. 18.2.3.040 and 18.5.2.020.C.2 Dwellings and additions in Historic District Overlay, see Sec. 18.2.3.120 and 18.2.5.070
Cottage Housing	**N**	S	N	N	N	N	N	N	N	N	Sec. 18.2.3.090,

											Cottage Housing
Duplex	**N**	S	S	S	S	S	S	S	S	N	Sec. 18.2.3.110, Duplex, and 18.5.2.020. C.2 Sec. 18.2.3.130 for dwellings in C-1 zone and E-1 zone Dwellings and additions in Historic District Overlay, see Sec. 18.2.3.120 and 18.2.5.070
Manufactured Home on Individual Lot	**S**	S	S	S	S	N	N	N	N	N	Sec. 18.2.3.170 and not allowed in Historic

											District Overlay
Manufactured Housing Development	**S**	N	S	CU +S	N	N	N	N	N	N	Sec. 18.2.3.180
Multifamily Dwelling	**N**	N	P	P	P	N	N	S	S	N	Sec. 18.2.3.130 for C-1 zone and E-1 zone Dwellings and additions in Historic District Overlay, see Sec. 18.2.3.120 and 18.2.5.070
Rental Dwelling Unit Conversion to For-Purchase Housing	**N**	N	N	S	S	N	N	N	N	N	Sec. 18.2.3.200
Home Occupation	**S**	S	S	S	S	S	S	S	S	N	Sec. 18.2.3.150
C. Group Living											
Nursing Homes, Convalescent Homes	**CU**	C U	C U	CU	CU	CU	C U	N	N	N	See chapter 18.3.3, Health Care

											Services District
Residential Care Home	**P**	P	P	P	P	P	P	**S** ~~**N**~~	**S** ~~**N**~~	N	Subject to State licensing requirements
Residential Care Facility	**P**	**P** ~~**C U**~~	P	P	P	CU	C U	**S** ~~**N**~~	**S** ~~**N**~~	N	Subject to State licensing requirements
Room and Boarding Facility	**N**	N	P	P	P	N	N	N	N	N	
D. Public and Institutional Uses											
Airport	**N**										See chapter 18.3.7, Airport Overlay
Cemetery, Mausoleum, Columbarium	**N**	N	N	N	N	CU	N	N	N	N	
Child Care Facility	**P**	**P** ~~**C U**~~	**P** ~~**C U**~~	**P** ~~**CU**~~	**P** ~~**CU**~~	**P** ~~**CU**~~	**P** ~~**C U**~~	P	P	P	Family Child Care Home exempt from planning application procedure

											pursuant to ORS 329A.440, see part 18.6 for definition Subject to State licensing requirements
Club Lodge, Fraternal Organization	**CU**	CU	CU	CU	CU	CU	CU	P	CU	CU	
Electrical Substation	**N**	N	N	N	N	N	N	CU	CU	P	
Hospitals	**N**	CU	CU	CU	CU	CU	N	N	N	N	See chapter 18.3.3, Health Care Services District
Governmental Offices and Emergency Services (e.g., Police, Fire); excluding Outdoor Storage	**N**	CU	CU	N	N	CU	CU	P	P	P	
Mortuary, Crematorium	**N**	N	N	N	N	CU	N	P	P	P	
Park, Open Space, and Recreational Facility, including playgrounds,	**P**	P	P	P	P	P	P	N	N	N	

trails, nature preserves, athletic fields, courts, swim pools, and similar uses											
Public Parking Facility	**N**	P	P	P	P	P	P	P	P	P	
Recycling Depot	**N**	N	N	N	N	N	N	N	P	P	Not allowed within 200 feet of a residential zone
Religious Institution, Houses of Worship	**CU**	CU	CU	CU	CU	CU	CU	CU	CU	CU	
School, Private (Kindergarten and up)	**N**	CU	CU	CU	CU	CU	CU	N	N	N	
School, Public (Kindergarten and up)	**N**	P	P	P	P	P	CU	N	N	N	
School, Private College/Trade/Technical School	**N**	N	N	N	N	N	N	N	CU	P	
Utility and Service Building, Yard and Structure, Public and Quasi-Public, excluding electrical substations	**N**	CU	CU	N	N	CU	CU	P	P	P	Includes public service building, yard, and structures such as public works yards

											Yards not allowed in the RR, WR, and C-1 zones
Wireless Communication Facility	**CU**	CU	CU	CU	CU	CU	CU	P or CU	P or CU	P or CU	Chapter 18.4.10
E. Commercial Uses											
Amusement/Entertainment, includes theater, concert hall, bowling alley, miniature golf, arcade; excluding drive-up uses	**N**	N	N	N	N	N	N	P	CU	P	
Automotive and Truck Repair, or Service; includes fueling station, car wash, tire sales and repair/replacement, painting, and other repair for automobiles, motorcycles, aircraft, boats, RVs, trucks, etc.	**N**	N	N	N	N	N	N	S or CU	S or CU	P	Sec. 18.2.3.050 In C-1 zone, fuel sales and service is a permitted use provided within the Freeway Overlay, see chapter 18.3.8;

											conditional use in locations outside of Freeway Overlay In E-1 zone, auto and truck repair is a permitted use if 200 feet or more from residential zones; fuel sales and service requires CU permit
Automotive Sales and Rental, includes motorcycles, boats, RVs, and trucks	**N**	N	N	N	N	N	N	CU	CU	P	Not allowed within Historic District Overlay
Accessory Travelers' Accommodation (See also Travelers' Accommodation)	**N**	N	N	CU +S	CU +S	N	N	N	N	N	Sec. 18.2.3.220
Bakery, except as classified as Food Processing	**CU**	N	N	N	N	N	N	P	P	P	

Commercial Laundry, Cleaning, and Dyeing Establishment	**N**	N	N	N	N	N	N	S	S	P	Sec. 18.2.3.080
Commercial Recreation, includes country club, golf course, swimming club, and tennis club; excluding intensive uses such as driving range, race track, or amusement park	**CU**	CU	CU	N	N	CU	CU	N	N	N	
Drive-Up Use	**N**	N	N	N	N	N	N	S	N	N	Per Sec. 18.2.3.100, Drive-Up uses are limited to area east of Ashland St at intersection of Ashland St/Siskiyou Blvd
Food Trucks and Food Carts	**N**	N	N	N	N	N	N	S	S	S	Sec. 18.2.3.145
Hostel	**N**	N	N	CU	CU	N	N	CU*	N	N	*In C-1 zone, requires annual Type I review for at least

											the first three years, after which time the Planning Commission may approve a permanent facility through the Type II procedure
Hotel/Motel	**N**	N	N	N	N	N	N	CU	CU	P	
Kennel (See also Veterinary Clinic)	**N**	N	N	N	N	N	N	S	S	CU	No animals kept outside within 200 feet of a residential zone
Limited Retail Uses in Railroad Historic District	**N**	N	CU	CU	CU	N	N	N	N	N	Sec. 18.2.3.210 for Retail Uses Allowed in Railroad

											Historic District
Lumber Yard and Similar Sales and Rental of Building or Contracting Supplies, or Heavy Equipment	**N**	N	N	N	N	N	N	CU	CU	P	
Marijuana Retail Sales, includes sale of medical and recreational marijuana	**N**	N	N	N	N	N	N	S or CU	S or CU	N	Per Sec. 18.2.3.190, marijuana retail sales are limited to the C-1 and E-1 zones and located on a boulevard or 200 feet or more from any residential zone, see Sec. 18.2.3.190
Nightclub, Bar	**N**	N	N	N	N	N	N	S	CU	P	Not allowed within the Historic District Overlay unless

											located in C-1-D
Office	**CU**	N	N	CU	CU	N	N	P	P	P	
Outdoor Storage of Commodities or Equipment associated with an allowed use	**N**	N	N	N	N	N	N	CU	CU	P	
Plant Nursery, Wholesale, except Marijuana Production	**N**	N	N	CU	CU	N	N	N	N	N	
Restaurants	**CU**	N	N	N	N	N	N	P	P	P	
Retail Sales and Services, except Outdoor Sales and Services	**CU**	N	N	CU +S	N	N	N	P	S	S	In R-2 zone, uses limited to personal and professional services, except see Sec. 18.2.3.210 for retail uses allowed in Railroad Historic District In E-1 zone, Retail limited to

											20,000 square feet of gross leasable floor space per lot In M-1 zone, uses limited to serving persons working in zone See Marijuana Retail Sales
Self-Service Storage, Commercial (Mini-Warehouse)	**N**	N	N	N	N	N	N	N	CU	P	
Travelers' Accommodation (See also Accessory Travelers' Accommodation)	**N**	N	N	CU +S	CU +S	N	N	N	N	N	Sec. 18.2.3.220
Veterinary Clinic	**N**	N	N	N	N	N	N	P	P	P	
	F. Industrial and Employment Uses										

Cabinet, Carpentry, and Machine Shop, and related Sales, Services, and Repairs	**N**	N	N	N	N	N	N	N	S or CU	P	In the E-1 zone, uses within 200 feet of a residential zone require CU permit
Commercial Excavation and Removal of Sand, Gravel, Stone, Loam, Dirt or Other Earth Products	**N**	N	N	N	N	CU +S	N	N	N	N	Sec. 18.2.3.070
Concrete or Asphalt Batch Plant	**N**	N	N	N	N	N	N	N	N	CU	
Dwelling for a caretaker or watchman	**N**	N	N	N	N	N	N	N	CU	CU	
Food Products Manufacture/Processing/Preserving, including canning, bottling, freezing, drying, and similar processing and preserving	**N**	N	N	N	N	N	N	S	S	P	In the C-1 zone, manufacture or assembly of items sold is a permitted use, provided such manufacturing or assembly occupies 600

											square feet or less, and is contiguous to the permitted retail outlet In the E-1 zone, see Sec. 18.2.3.140
Manufacture, General, includes Marijuana Laboratory, Processing, and Production	**N**	N	N	N	N	N	N	N	P or S	P or S	In E-1 and M-1 zones, marijuana laboratory, processing, and production are subject to the special use standards in Sec. 18.2.3.190 See Marijuana Cultivation,

											Homegrown
Manufacture, Light; excluding saw, planing or lumber mills, or molding plants	**N**	N	N	N	N	N	N	S	P	P	Requires assembly, fabricating, or packaging of products from previously prepared materials such as cloth, plastic, paper, cotton, or wood In the C-1 zone, manufacture or assembly of items sold in a permitted use, provided such manufacturing or assembly

											occupies 600 square feet or less, and is contiguous to the permitted retail outlet
Outdoor Storage of Commodities or Equipment associated with an allowed use	**N**	N	N	N	N	N	N	CU	CU	P	
Television and Radio Broadcasting Studio	**N**	N	N	N	N	N	N	N	P	P	
Wholesale Storage and Distribution, includes Marijuana Wholesale	**N**	N	N	N	N	N	N	N	S	S	Deliveries and shipments limited to 7 a.m. - 9 p.m. within 200 feet of a residential zone In E-1 and M-1 zones, marijuana wholesale is subject to the

											special use standards in Sec. 18.2.3.190
Wrecking, Demolition, and Junk Yards	**N**	N	N	N	N	N	N	N	N	CU	
G. Other Uses											
Temporary Tree Sales	**N**	N	N	N	N	N	N	P	N	N	Allowed from November 1 to January 1
Temporary Use	CU, except uses lasting less than 72 hours are subject to ministerial review, per Sec. 18.2.2.030.H										
1 KEY: P = Permitted Use; S = Permitted with Special Use Standards; CU = Conditional Use Permit Required; N = Not Allowed.											

SECTION 3. AMC 18.2.3.170, Manufactured Home on Individual Lot, is hereby amended as follows:

18.2.3.170 Manufactured Home on Individual Lot

Manufactured dwellings relocated into the City shall conform to City standards. Manufactured homes are permitted on individual lots, subject to all of the following design standards.

~~**A. Floor Plan. The manufactured home shall be multi-sectional and have an enclosed floor area of not less than 1,000 square feet.**~~

~~**B. Roof. The manufactured home shall have a pitched roof with a slope not less than 3 feet in height for each 12 feet in width (14 degrees).**~~

C. Residential Building Materials. The manufactured home shall have exterior siding and roofing which in color, material, and appearance are similar or superior to the exterior siding and roof material used on nearby residences (e.g., horizontal wood or wood-appearance siding is considered "superior" to metal siding and roofing).

D. Garages and Carports. **Garages and carports shall utilize materials, colors, and design elements that are visually compatible with the primary dwelling. Compatibility shall be consistent with sections 18.4.2.030 (D.) and (E.)** ~~**If the manufactured home has a garage or carport, the garage or carport shall be constructed of materials like those used on the house.**~~

E. Thermal Envelope. The manufactured home shall be certified by the manufacturer to meet the thermal envelope requirements equivalent to those for a single-family dwelling constructed under the building code. Evidence demonstrating that the manufactured home meets "Super Good Cents" energy efficiency standards, or equivalent standard, is deemed to satisfy the exterior thermal envelope certification requirement.

F. Placement. **The manufactured home shall conform with building code requirements in chapter 18.4 and the minimum set-up standards of the adopted state Administrative Rules for Manufactured Dwellings, OAR 918.**~~**The manufactured home shall be placed on an excavated and back-filled foundation and enclosed at the perimeter such that it complies with the applicable building code requirements, including the height above grade, and the minimum set-up standards of the adopted state Administrative Rules for Manufactured Dwellings, OAR 918.**~~

G. Floodplain. **Manufactured homes located within flood hazard areas shall comply with chapter 18.3.10 Physical and Environmental Constraints and chapter 15.10.080 Provisions for Flood Hazard Protection, along with all applicable floodplain management requirements of the Federal Emergency Management Agency (FEMA), including but not limited to standards adopted through the National Flood Insurance Program (NFIP).**~~**Manufactured homes shall comply with chapter 18.3.10 Physical and Environmental Constraints**~~

H. Foundation Skirt. The foundation area of the manufactured home shall be fully skirted with concrete, **~~horizontal wood, or vinyl siding,~~** or other **solid** materials, pursuant to applicable building codes**. Metal siding shall be encouraged to increase fire safety and protection.**

I. Design Features. The manufactured home shall incorporate at least two of the single-family design features in section 18.2.5.090.

J. Prohibited. The manufactured home shall not be located in a designated historic district.

SECTION 4. AMC 18.2.3.180, Manufactured Housing Developments, is hereby amended as follows:

18.2.3.180 Manufactured Housing Developments

A. Purpose. The purpose of this section is to encourage the most appropriate use of land for manufactured housing development purposes, to encourage design standards **~~which will create pleasing appearances,~~** to provide sufficient open space for light, air, and recreation, to provide adequate access to manufactured housing sites, and to refer minimum utility service facilities to appropriate City codes.

B. General Provisions.

1. Manufactured housing development may be located or relocated only in R-1-3.5 and R-2 zones**, or the MHP zone**

~~2. No manufactured housing developments may be located, relocated, or increased in size or number of units within any other zone.~~

3. No manufactured housing developments may be located within the Historic District Overlay.

4. Manufactured housing developments shall be subject to regulations of this chapter and shall be located only on sites approved for use under the provisions of such chapter. No person shall establish, operate, manage, maintain, alter, or enlarge any manufactured housing development contrary to the provisions of this ordinance.

5. In addition to the requirements of this chapter, all manufactured housing developments shall conform to the regulations of ORS 446, together with such administrative rules as may be adopted from time to time, except where such regulations are exceeded by the requirements of this chapter, in which case the more stringent requirements shall apply.

C. Procedure for Approval. The procedure for approving a manufactured home development is the same as for the Performance Standards Option (Outline Plan and Final Plan), pursuant to chapter 18.3.9.

D. Manufactured Housing Development Design Standards.

1. Minimum Court Size. A manufactured housing development shall occupy a site of not less than one acre in size.

2. Density. The maximum density permitted shall be **18 manufactured dwelling units per acre, regardless of zoning district. Density calculations, minimum unit counts, and proximity standards shall be determined in accordance with the definition of Manufactured Dwelling Park in this title** ~~**eight manufactured housing units per acre of developed court area. Manufactured housing which is 14 feet wide or less, or which is less than 800 square feet in size will count as 0.75 units for this calculation.**~~

3. Manufactured Housing Sites or Lots. **Manufactured housing sites or lots shall meet the minimum dimensional standards established by applicable building and fire codes. No minimum lot width or depth shall be required, provided that each site or lot accommodates required setbacks, access, utilities, and fire separation standards.** ~~**All manufactured housing sites or lots must be at least 2,000 square feet in size, at least 35 feet wide, and at least 40 feet deep.**~~

4. Lot Coverage. Maximum lot coverage of any individual manufactured housing lot or site shall be 65 percent ~~**in the R-2 zone and 55 percent in the R-1-3.5 zone**~~ **regardless of zoning district. The general lot coverage requirements of the parent zone shall apply to the entire project site**. ~~**In addition, the general lot coverage requirements of the parent zone shall also be complied with for the entire project site.**~~

5. Setbacks.

   a. Exterior Setbacks. Manufactured housing sites along the exterior boundary of the court shall have the same setbacks as required in the parent zone, and no less than a minimum of five **(5)** feet from a property boundary line.

   b. Interior ~~**Front Yard**~~ Setbacks. **Interior setbacks for manufactured housing sites or lots shall comply with applicable building code and fire code separation standards.** ~~**There shall be a front yard on each manufactured home lot or space of at least ten feet.**~~

   c. ~~**Interior Side and Rear Yard Setbacks There shall be side or rear yards of at least five feet. There shall be a minimum separation of ten feet between manufactured housing units.**~~ **Encroachments. Porches, decks, and similar**

appurtenances may encroach into required interior setback areas, provided they comply with all applicable building and fire code requirements.

6. Street Standards. Public streets shall comply with the design standards contained in **Cc**hapter 18.4.6. Private streets shall be **constructed** a minimum of 20 feet in width, **consisting of a minimum 16-foot paved vehicular travel lane** and **~~constructed to~~ a separated pedestrian walkway of at least four feet in width meeting** the **~~same standards as specified for~~ requirements of subsection 18.2.3.180.D.7, or** an **~~alley~~ 18-foot paved shared street designed to accommodate both vehicles and pedestrians**. **~~A private street may be a dead-end street no more than 300 feet in depth from a higher order road. Adequate~~ If the road is 150 feet or greater, adequate** turn-around shall be provided according to standards established by **~~the Planning Commission~~ applicable fire code.**

7. Sidewalk Standards. Every manufactured housing development shall have a permanent pedestrian walkway at least 48 inches wide **within public rights of way. Private streets must be ADA compliant when connecting all manufactured housing units to public or private streets, common open spaces, parks, and commonly owned buildings and facilities. ~~connecting all manufactured housing units to public or private streets, common open spaces, parks, and commonly owned buildings and facilities.~~**

8. Utilities. Provisions for electric, water, and sanitary service shall be made in accordance with established City procedures and law, including number, size, quality, and location of fixtures, connections, and facilities. Telephone and electric lines shall be placed underground.

9. Landscaping.

a. All areas of the development not occupied by paved roadways, pathways, parking areas, or not occupied by other facilities shall be landscaped. Areas that contain significant natural vegetation may be left in a natural state, if approved on the final landscaping plans. **Landscaping and all plantings must comply with wildfire protection standards.**

b. Manufactured housing **~~developments~~ parks ~~located in an R-1-3.5 zone shall have 45 percent of the entire site landscaped. Developments located in the R-2 zone~~** shall have 35 percent of the entire site landscaped.

10. Fencing. Fencing shall comply with all fencing requirements as per section 18.4.4.060.

11. Common Open Space. All developments are required to provide a minimum of five percent of the total lot area in common open space**. Common open space may be supplemented with outdoor amenities such as benches, water features, a children's play structure, garden, or a fenced dog run.**

12. Community Serving Buildings. Community-serving buildings are intended to support the daily needs of residents of a manufactured housing development and to enhance on-site services, social interaction, and management functions without altering the primarily residential character of the development. Non-residential community-serving buildings may be permitted within a manufactured housing development, although such buildings shall be accessory to and primarily serve residents of the development.

1. **Permitted Uses. The following community serving uses are permitted outright within a Manufactured Dwelling Park.**

   Resident serving uses, including:

   a. **Manager or administrative office;**

   b. **Clubhouse or community building;**

   c. **Resident gathering spaces, including facilities for extreme weather shelter (e.g., heat, smoke, or similar events);**

   d. **Laundry facilities;**

   e. **Recreation and wellness facilities (e.g., fitness room, game room, or library);**

   f. **Shared community kitchen or food preparation space;**

   g. **Resident storage, maintenance, and operations buildings;**

   h. **Mail and package facilities;**

2. **i. Childcare facilities and childcare centers, which may serve park residents and the general public.Conditional Uses. Commercial uses open to the public,**

other than childcare, may be permitted subject to a Conditional Use Permit pursuant to AMC 18.5.4, including retail, general office, professional or personal service offices, food service (e.g., café), and personal services.

3. **Scale Limitation. The combined gross floor area of all uses authorized under this section, whether permitted outright or approved through a Conditional Use Permit, shall not exceed the greater of:**

    a. **100 square feet per unit; or**

    b. **2,500 square feet of gross floor area.**

4. **Compatibility. Uses shall be subordinate to and compatible with the residential character of the park. Conditional uses shall demonstrate compliance with AMC 18.5.4.**

5. **Outdoor seating, play areas, or gathering spaces associated with community-serving uses shall be integrated into the site's open space and pedestrian network.**

~~**12. Play Area. If the manufactured housing development accommodates children less than 14 years of age, a separate general play area a minimum of 2,500 square feet in size, or 100 square feet of play area per unit, whichever is greater, shall be provided.**~~

E. Manufactured Housing Unit Standards. All manufactured housing units located in approved manufactured housing developments shall comply with all of the following requirements.

1. **Manufactured housing units shall not be subject to a maximum floor area requirement. For the purposes of densification, manufactured housing units with a floor area of 500 square feet or less shall be counted as one-half (0.5) of a dwelling unit**. ~~**Manufactured housing units shall be a minimum of 650 square feet in size.**~~

~~**2. Manufactured housing units shall be at least 12 feet wide.**~~

2.~~**3**~~ Manufactured housing units shall have the Oregon Department of Commerce "Insignia of Compliance." The Building Official shall inspect the manufactured housing unit and occupancy shall be approved only if the Building Official has determined that the

manufactured housing unit has a valid insignia of compliance and has not deteriorated beyond an acceptable level of compliance.

3.4 Manufactured housing units shall be placed on permanent foundations, with wheels and hitches removed, be fully skirted or bermed, and shall have no uncovered openings except for vents of sufficient strength to support the loads imposed by the manufactured housing unit, based on accepted engineering design standards, as approved by the Building Official.

4.5. Manufactured housing units shall be provided with City water, sewer, electricity, telephone, and storm drainage, with easements dedicated where necessary.

5.6. Manufactured housing units shall comply with the thermal envelope requirements for heat loss required by the building code for single-family detached homes.

~~**7. Manufactured housing units shall have a deck or patio area adjacent to the home. The deck or patio shall be constructed of a permanent material and shall be at least 80 square feet in size, with a minimum width of eight feet in its least dimension.**~~

6. Notwithstanding the above, any manufactured home legally located within the Ashland Urban Growth Boundary prior to July 1, 1990, may be relocated to an approved manufactured home development, subject to a fire and life safety inspection by the Building Official.

F. Storage and Temporary Occupancy of Manufactured Homes.

1. A no-charge permit from the Staff Advisor is required for the storage of any manufactured housing unit on the home premises of the owner for any length of time when not used for living purposes; provided, however, that all units so stored shall abide by the yard requirements for accessory buildings in this chapter.

2. No manufactured housing unit shall be stored on a public street except for temporary maneuvering purposes.

3. For temporary occupancy of a manufactured housing unit, see subsection 18.2.2.030.H.3.

G. Nonconforming Manufactured Housing Developments. Notwithstanding the provisions of chapter 18.1.4, Nonconforming Situations, manufactured housing development and an

individual manufactured housing unit utilized for living purposes on the effective date of this ordinance or of amendments thereto, which do not conform to the regulations of this chapter, shall be deemed to be nonconforming and may be continued, subject to the following regulations:

1. Routine maintenance and repairs may be performed within the manufactured housing development or upon individual manufactured housing units.

2. No nonconforming manufactured housing development shall be enlarged, remodeled, or modernized except in conformance with all requirements of this chapter**; however, enlargement, remodeling, or modernization of an area of less than two acres may be approved through the conditional use permit procedure contained in this ordinance.** ~~**except that an area of less than two acres for a development to be enlarged, remodeled, or modernized may be approved through the conditional use permit procedure contained in this ordinance.**~~

a. Phased Compliance Consideration. As part of a conditional use permit review for a nonconforming manufactured housing development, the applicant may request approval of phased or partial compliance with current standards where full compliance would result in proportionate impact.

b. Review Criteria. In evaluating such a request, the decision-making body shall consider:

i. **The extent to which the proposal improves the health, safety, and habitability of the manufactured housing development;**

ii. **Whether the proposed improvements represent a reasonable progression toward conformance with this chapter;**

iii. **The documented proportionate impact of requiring full compliance at the time of application; and**

iv. **Whether the proposal avoids expanding or intensifying the nonconforming aspects of the development.**

v. Whether the proposal maintains or improves fire apparatus access, circulation, and emergency egress in a manner consistent with applicable fire code requirements and emergency response needs.

c. Limitations. Approval under this subsection shall not permanently exempt the development from future compliance with this chapter.

3. No manufactured housing unit shall be located on the site of, or substituted for, a nonconforming manufactured housing unit, the use of which has been discontinued, except within a manufactured housing development holding a certificate of sanitation issued by the Board of Health, State of Oregon, issued prior to the effective date of this chapter. Relocation of existing units within the Ashland Urban Growth Boundary is exempted as provided in subsection 18.2.3.180.E.8.

4. If a nonconforming manufactured housing development holding a certificate of sanitation issued by the Board of Health, State of Oregon, ceases operation for a period of six months or more, said development shall be considered abandoned and shall be reinstituted only in conformance with the requirements of this chapter.

H. Special Conditions. For the mitigation of adverse impacts, the City may impose conditions, including, but not limited to, requiring view-obscuring shrubbery, walls, or fences, and requiring retention of specified trees, rocks, water ponds or courses, or other natural features. (Ord. 3229 § 3, amended, 12/19/2023; Ord. 3191 § 4, amended, 11/17/2020)

SECTION 5. . AMC 18.3.9.020, Applicability, is hereby amended as follows:

18.3.9.020 Applicability

Developments exercising the Performance Standards option, including developments that are required to apply the option pursuant to this ordinance, shall meet the provisions of this chapter and all other applicable sections of this ordinance; except that developments subject to this chapter are not required to meet the minimum lot size, lot width, lot depth, and setback standards of part 18.2, and other standards as specifically provided by this chapter. The Performance Standards option may be used to divide residential and non-residential zoned land**, or to approve cottage housing developments and manufactured housing developments.**

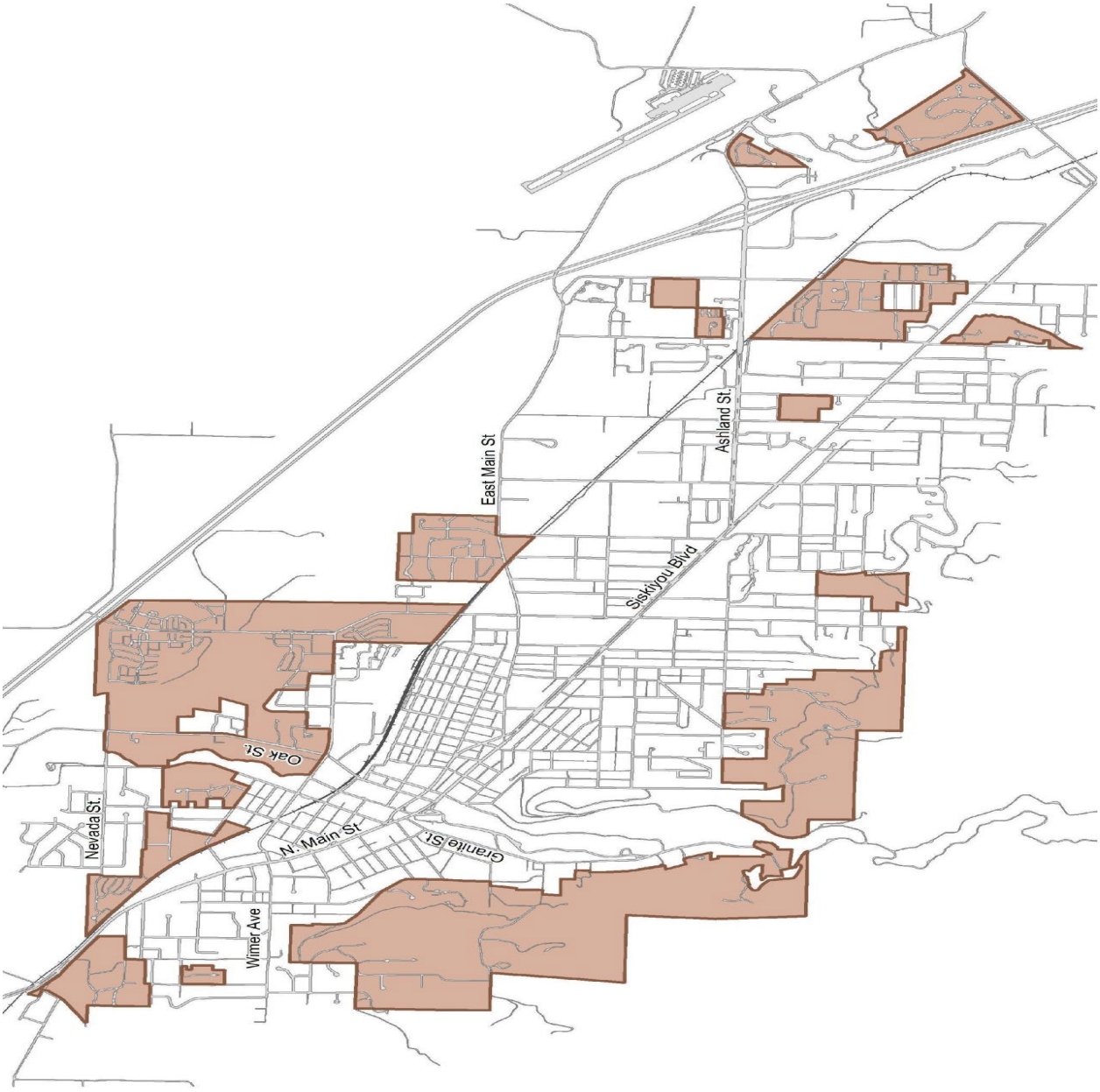


Figure 18.3.9.020. Performance Standards Option Overlay

SECTION 6. AMC 18.3.9.030, PSO Overlay, is hereby amended as follows:

18.3.9.030 PSO-Overlay

A. Purpose. The purpose of the PSO overlay is to distinguish between those areas that have been largely developed under the subdivision code, and those areas which, due to the

undeveloped nature of the property, sloping topography, or the existence of vegetation or natural hazards, are more suitable for development under Performance Standards.

B. Applicability. This chapter applies to properties located in the Performance Standards Option Overlay (PSO) as depicted on the Zoning Map. All developments in the PSO overlay, other than partitions and development of individual dwelling units, shall be processed under this chapter. The minimum number of dwelling units for a Performance Standards Subdivision within residential zoning districts is three.

C. Permitted Uses. In a PSO overlay, the granting of the application shall be considered an outright permitted use, subject to review by the Planning Commission for compliance with the standards set forth in this ordinance and the guidelines adopted by the City Council.

D. Development Outside PSO-Overlay. If a parcel is not in a PSO overlay, then development under this chapter may only be approved if one or more of the following conditions exist.

1. The parcel is larger than two acres and is greater than 200 feet in average width.

2. That development under this chapter is necessary to protect the environment and the neighborhood from degradation which would occur from development to the maximum density allowed under subdivision standards, or would be equal in its aesthetic and environmental impact.

3. The property is zoned R-2, R-3 or CM.

4. The property is developed as a cottage housing development **or as a manufactured housing development** consistent with the standards in section**s** 18.2.3.090**. and 18.2.3.180** . (Ord. 3147 § 6, amended, 11/21/2017)

SECTION 7. AMC 18.3.9.040, Review Procedures and Criteria, is hereby amended as follows:

18.3.9.040 Review Procedures and Criteria

Review Steps. There are two required steps to Performance Standards Options and PSO Overlay approval, which may be completed individually or combined for concurrent review pursuant to subsection 18.3.9.040.A.

1. Application for outline plan approval.

2. Application for final plan approval.

Permitting and guarantees for public improvements, including bonding, and the creation of common areas shall follow the same procedures as for a subdivision.

A. Outline Plan. A proposed outline plan shall accompany applications for subdivision approval under this chapter. For developments of fewer than ten lots, the outline plan may be filed concurrently with the final plan, as that term is defined in subsection 18.3.9.040.B.4. For developments of ten or more lots, **other than manufactured housing developments or cottage housing developments**, prior outline plan approval is mandatory.

1. Review Procedure. The Type II procedure in section 18.5.1.060 shall be used for the approval of the outline plan.

2. Application Submission Requirements. The following information is required for a performance standards subdivision outline plan application submittal:

a. A topographic map showing contour intervals of five feet.

b. The proposed land uses and approximate locations of the existing buildings to be retained, the proposed structures on the site, the proposed and existing property lines and easements on the site, and existing buildings, structures, and trees greater than six inches in diameter measured at breast height on the properties adjacent to the site, and all buildings within 160 feet of the site boundaries.

c. The locations of all proposed thoroughfares, walkways, and parking facilities.

d. Public uses, including schools, parks, playgrounds, and trails.

e. Public or private utilities.

f. General areas of cuts and fill.

g. The location of natural features such as rock outcroppings, marshes, wooded areas, and isolated preservable trees.

h. The location and direction of all watercourses and areas subject to flooding.

i. Proposed common and private open spaces. Private open spaces shall be indicated if the areas are proposed as part of the required open space area for the development in section 18.4.4.070 (i.e., eight percent of total lot area in open space).

j. Plans shall indicate building envelopes for all proposed lots, which show the area and maximum height of improvements, including solar access and view protection where required.

k. Elevations of typical proposed residential structures. Elevations should be to scale and should include the approximate dimensions of the proposed structures and all attached exterior hardware for heating and cooling.

l. A written statement containing an explanation of:

i. The character of the proposed development and the manner in which it has been designed to take advantage of the performance standards concept.

ii. The proposed manner of financing.

iii. The present ownership of all the land included within the development.

iv. The method proposed to maintain common areas, such as common open space, common buildings and private drives and driveways.

v. The proposed time schedule of the development.

vi. The findings of the applicant showing that the development meets the criteria set forth in this ordinance and the Comprehensive Plan.

3. Approval Criteria for Outline Plan. The Planning Commission shall approve the outline plan when it finds all of the following criteria have been met:

a. The development meets all applicable ordinance requirements of the City.

b. Adequate key City facilities can be provided including water, sewer, paved access to and through the development, electricity, urban storm drainage, police and fire protection, and adequate transportation; and that the development will not cause a City facility to operate beyond capacity.

c. The existing and natural features of the land; such as wetlands, floodplain corridors, ponds, large trees, rock outcroppings, etc., have been identified in the plan of the development and significant features have been included in the common open space, common areas, and unbuildable areas.

d. The development of the land will not prevent adjacent land from being developed for the uses shown in the Comprehensive Plan.

e. There are adequate provisions for the maintenance of common open space and common areas, if required or provided, and that if developments are done in phases that the early phases have the same or higher ratio of amenities as proposed in the entire project.

f. The proposed density meets the base and bonus density standards established under this chapter.

g. The development complies with the street standards.

h. The proposed development meets the common open space standards established under section 18.4.4.070. Common open space requirements may be satisfied by public open space in accordance with section 18.4.4.070 if approved by the City of Ashland.

4. Approval of the Outline Plan.

a. After the City approves an outline plan and adopts any zone change necessary for the development, the developer may then file a final plan in phases or in its entirety.

b. If an outline plan is phased, 50 percent of the value of the common open space shall be provided in the first phase and all common open space shall be provided when two-thirds of the units are finished.

B. Final Plan.

1. Review Procedure. The Type I procedure in section 18.5.1.050 shall be used for approval of final plans, unless an outline plan has been filed concurrently, in which case Type II procedure shall be used, and the criteria for approval of an outline plan shall also be applied.

2. Phasing. The final plan may be filed in phases as approved on the outline plan.

3. Expiration. If the final plan or the first phase of the outline plan is not approved within 18 months from the date of the approval of the outline plan, then the approval of the plan is terminated and void and of no effect whatsoever.

4. Application Submission Requirements. The following information is required for a performance standards subdivision final plan application submittal:

a. A topographic map showing contour intervals of five feet.

b. Location of all thoroughfares and walks, their widths and nature of their improvements, and whether they are to be public or private.

c. Road cross-sections and profiles, clearly indicating the locations of final cuts and fills, and road grades.

d. The location, layout, and servicing of all off-street parking areas.

e. The property boundary lines.

f. The individual lot lines of each parcel that are to be created for separate ownership.

g. The location of easements for water line, fire hydrants, sewer and storm sewer lines, and the location of the electric, gas, telephone lines, telephone cable, and lighting plans.

h. Landscaping and tree planting plans with the location of the existing trees and shrubs which are to be retained, and the method by which they are to be preserved.

i. Common areas and common and private open spaces, and the particular uses intended for them. Private open spaces shall be indicated if the areas are proposed as part of the required open space area for the development in section 18.4.4.070 (i.e., eight percent of total lot area in open space).

j. Areas proposed to be conveyed, dedicated, reserved or used for parks, scenic ways, playgrounds, schools or public buildings.

k. A plan showing the following for each existing or proposed building or structure for all sites except single-family, detached housing which meets the parent zone setbacks.

i. Its location on the lot and within the planned unit development.

ii. Its intended use.

iii. The number of dwelling units in each residential building.

iv. Plans shall indicate building envelopes for all proposed lots, which show the area and maximum height of improvements, including solar access and view protection where required.

l. Elevations of typical proposed residential structures. Elevations should be to scale and should include the approximate dimensions of the proposed structures and all attached exterior hardware for heating and cooling.

m. Manner of financing.

n. Development time schedule.

o. If individual lots are to be sold, a final plat is required, similar to that required for a subdivision, per chapter 18.5.3, Land Divisions and Property Line Adjustments.

p. Final plans for location of water, sewer, drainage, electric and cable T.V. facilities, and plans for street improvements and grading or earth-moving improvements.

q. The location of all trees over six inches diameter at breast height, which are to be removed by the developer. Such trees are to be tagged with flagging at the time of final plan approval. See also chapter 18.4.5, Tree Preservation and Protection.

5. Approval Criteria for Final Plan. Final plan approval shall be granted upon finding of substantial conformance with the outline plan. This substantial conformance provision is intended solely to facilitate the minor modifications from one planning step to another. Substantial conformance shall exist when comparison of the outline plan with the final plan meets all of the following criteria:

a. The number of dwelling units vary no more than ten percent of those shown on the approved outline plan, but in no case shall the number of units exceed those permitted in the outline plan.

b. The yard depths and distances between main buildings vary no more than ten percent of those shown on the approved outline plan, but in no case shall these distances be reduced below the minimum established within this ordinance.

c. The common open spaces vary no more than ten percent of that provided on the outline plan.

d. The building size does not exceed the building size shown on the outline plan by more than ten percent.

e. The building elevations and exterior materials are in conformance with the purpose and intent of this ordinance and the approved outline plan.

f. That the additional standards which resulted in the awarding of bonus points in the outline plan approval have been included in the final plan with substantial detail to ensure that the performance level committed to in the outline plan will be achieved.

g. The development complies with the street standards.

h. Nothing in this section shall limit reduction in the number of dwelling units or increased open space; provided, that if this is done for one phase, the number of dwelling units shall not be transferred to another phase, nor the common open space reduced below that permitted in the outline plan.

6. Any substantial amendment to an approved final plan shall follow a Type I procedure in section 18.5.1.050 and be reviewed in accordance with the above criteria. (Ord. 3191 § 16, amended, 11/17/2020)

SECTION 8. AMC 18.5.8.050, Annexation Standards, is hereby amended as follows:

18.5.8.050 Approval Criteria and Standards

An application for an annexation may be approved if the proposal meets the applicable criteria in subsections A through H below. The approval authority may, in approving the application, impose conditions of approval consistent with the applicable criteria and standards, and grant exceptions and variances to the criteria and standards in this section in accordance with subsection I.

A. The annexed area is within the City's Urban Growth Boundary.

B. The annexation proposal is consistent with the Comprehensive Plan designations applicable to the annexed area, including any applicable adopted neighborhood, master, or area plan, and is an allowed use within the proposed zoning.

C. The annexed area is contiguous with the City limits.

D. Adequate City facilities for the provision of water to the annexed area as determined by the Public Works Department; the transport of sewage from the annexed area to an approved waste water treatment facility as determined by the Public Works Department; the provision of electricity to the annexed area as determined by the Electric Department; urban storm drainage as determined by the Public Works Department can and will be provided from the annexed area. Unless the City has declared a moratorium based upon a shortage of water, sewer, or electricity, it is recognized that adequate capacity exists system-wide for these facilities. All required public facility improvements shall be constructed and installed in accordance with subsection 18.4.6.030.A.

E. Adequate transportation can and will be provided to serve the annexed area. For the purposes of this section, "adequate transportation" for annexations consists of vehicular, bicycle, pedestrian, and transit transportation meeting the following standards:

1. For vehicular transportation a minimum 22-foot-wide paved access exists, or can and will be constructed, providing access to the annexed area from the nearest fully improved collector or arterial street. All streets bordering on the annexed area shall be improved, at a minimum, to an applicable City half-street standard. The approval authority may, after assessing the impact of the development, require the full improvement of streets bordering on the annexed area. All streets located within annexed areas shall be fully improved to City standards unless exception criteria apply. Where future street dedications are indicated on the Street Dedication Map or required by the City, provisions shall be made for the dedication and improvement of these streets and included with the application for annexation.

2. For bicycle transportation, safe and accessible bicycle facilities according to the safety analysis and standards of the governing jurisdiction of the facility or street (e.g., City of Ashland, Jackson County, Oregon Department of Transportation) exist, or can and will be constructed. Should the annexed area border an arterial street, bike lanes shall be

constructed along the arterial street frontage of the annexed area. Likely bicycle destinations within a quarter of a mile from the annexed area shall be determined and the approval authority may require the construction of bicycle lanes or multiuse paths connecting the annexed area to the likely bicycle destinations after assessing the impact of the development proposed concurrently with the annexation.

3. For pedestrian transportation, safe and accessible pedestrian facilities according to the safety analysis and standards of the governing jurisdiction of the facility or street (e.g., City of Ashland, Jackson County, Oregon Department of Transportation) exist, or can and will be constructed. Full sidewalk improvements shall be provided on one side of all streets bordering on the proposed annexed area. Sidewalks shall be provided as required by ordinance on all streets within the annexed area. Where the annexed area is within a quarter of a mile of an existing sidewalk system or a location with demonstrated significant pedestrian activity, the approval authority may require sidewalks, walkways or multiuse paths to be constructed and connect to either or both the existing system and locations with significant pedestrian activity.

4. For transit transportation, should transit service be available to the annexed area, or be likely to be extended to the annexed area in the future based on information from the local public transit provider, the approval authority may require construction of transit facilities, such as bus shelters and bus turnout lanes.

5. Timing of Transportation Improvements. All required transportation improvements shall be constructed and installed in accordance with subsection 18.4.6.030.A.

F. For all residential annexations, **except manufactured dwelling parks,** a plan shall be provided demonstrating that the development of the annexed area will ultimately occur at a minimum density of 90 percent of the base density for the zone, unless reductions in the total number of units are necessary to accommodate significant natural features, topography, access limitations, or similar physical constraints.

Manufactured Dwelling Parks. Annexed manufactured dwelling parks shall not be required to comply with minimum density standards applicable to other residential development, provided that the manufactured home park is developed and maintained at a density not exceeding 18 dwelling units per acre.

The owner or owners of the annexed area shall sign an agreement, to be recorded with the County Clerk after approval of the annexation, ensuring that future development will occur in accord with the minimum density indicated in the development plan. For purposes of computing maximum density, portions of the annexed area containing unbuildable lots, parcels, or portions of the annexed area such as existing streets and associated rights-of-way, railroad facilities and property, wetlands, floodplain corridor lands, slopes greater than 35 percent, or land area dedicated as a public park, shall not be included.

G. Except as provided in subsection 18.5.8.050.G.7 **and G.8**, below, annexations with a density or potential density of four residential units or greater and involving residential zoned lands, or commercial, employment or industrial lands with a Residential Overlay (R-Overlay) shall meet the following requirements:

1. The total number of affordable units provided to qualifying buyers, or to qualifying renters, shall be equal to or exceed 25 percent of the base density as calculated using the unit equivalency values set forth herein. The base density of the annexed area for the purpose of calculating the total number of affordable units in this section shall exclude any unbuildable lots, parcels, or portions of the annexed area such as existing streets and associated rights-of-way, railroad facilities and property, wetlands, floodplain corridor lands, water resource areas, slopes greater than 35 percent, or land area dedicated as a public park.

a. Ownership units restricted to households earning at or below 120 percent of the area median income shall have an equivalency value of 0.75 unit.

b. Ownership units restricted to households earning at or below 100 percent of the area median income shall have an equivalency value of 1.0 unit.

c. Ownership or rental units restricted to households earning at or below 80 percent of the area median income shall have an equivalency value of 1.25 unit.

2. As an alternative to providing affordable units per section 18.5.8.050.G.1, above, the applicant may provide title to a sufficient amount of buildable land for development complying with subsection 18.5.8.050.G.1.b, above, through transfer to a non-profit (IRC 501(3)(c)) affordable housing developer or public corporation created under ORS 456.055 to 456.235.

a. The land to be transferred shall be located within the project meeting the standards set forth in sections 18.5.8.050.G.5 and 18.5.8.050.G.6.

b. All needed public facilities shall be extended to the area or areas proposed for transfer.

c. Prior to commencement of the project, title to the land shall be transferred to the City, an affordable housing developer which must either be a unit of government, a non-profit 501(c)(3) organization, or a public corporation created under ORS 456.055 to 456.235.

d. The land to be transferred shall be deed restricted to comply with Ashland's affordable housing program requirements.

e. Transfer of title of buildable land in accordance with this subsection shall exempt the project from the development schedule requirements set forth in subsection 18.5.8.050.G.4.

3. The affordable units shall be comparable in bedroom mix with the market rate units in the development.

a. The number of bedrooms per dwelling unit in the affordable units within the residential development shall be in equal proportion to the number of bedrooms per dwelling unit in the market rate units within the residential development. This provision is not intended to require the same floor area in affordable units as compared to market rate units. The minimum square footage of each affordable unit shall comply with the minimum required floor area based as set forth in Table 18.5.8.050.G.3, or as established by the U.S. Department of Housing and Urban Development (HUD) for dwelling units developed under the HOME program.

Table 18.5.8.050.G.3. Minimum Required Floor Area for Affordable Units

Unit Type	Minimum Required Unit Floor Area (Square Feet)
Studio	350
1 bedroom	500

Unit Type	Minimum Required Unit Floor Area (Square Feet)
2 bedroom	800
3 bedroom	1,000
4 bedroom	1,250

4. A development schedule shall be provided that demonstrates that the affordable housing units per subsection 18.5.8.050.G shall be developed, and made available for occupancy, as follows:

a. That 50 percent of the affordable units shall have been issued building permits prior to issuance of a certificate of occupancy for the last of the first 50 percent of the market rate units.

b. Prior to issuance of a building permit for the final ten percent of the market rate units, the final 50 percent of the affordable units shall have been issued certificates of occupancy.

5. That affordable housing units shall be constructed using comparable building materials and include equivalent amenities as the market rate units.

a. The exterior appearance of the affordable units in any residential development shall be visually compatible with the market rate units in the development. External building materials and finishes shall be substantially the same in type and quality for affordable units as for market rate units.

b. Affordable units may differ from market rate units with regard to floor area, interior finishes and materials, and housing type; provided, that the affordable housing units are provided with comparable features to the market rate units, and shall have generally comparable improvements related to energy efficiency, including plumbing, insulation, windows, appliances, and heating and cooling systems.

6. Exceptions to the requirements of subsections 18.5.8.050.G.2through 18.5.8.050.G.5, above, may be approved by the City Council upon consideration of one or more of the following:

a. That an alternative land dedication as proposed would accomplish additional benefits for the City, consistent with the purposes of this chapter, than would development meeting the on-site dedication requirement of subsection 18.5.8.050.G.2.

b. That the alternative phasing proposal not meeting subsection 18.5.8.050.G.4 provided by the applicant provides adequate assurance that the affordable housing units will be provided in a timely fashion.

c. That the materials and amenities applied to the affordable units within the development, that are not equivalent to the market rate units per subsection 18.5.8.050.G.5, are necessary due to local, state, or federal affordable housing standards or financing limitations.

7. The total number of affordable units described in this subsection shall be determined by rounding up fractional answers to the nearest whole unit. A deed restriction or similar legal instrument shall be used to guarantee compliance with affordable criteria for a period of not less than 60 years for units qualified as affordable rental housing, or 30 years for units qualified as affordable for-purchase housing.

8. Manufactured Dwelling Parks. Annexations consisting solely of a manufactured dwelling park shall be exempt from the affordable housing requirements of subsection 18.5.8.050.G, including but not limited to the requirement that 25 percent of the base density be provided as affordable housing.

H. One or more of the following standards are met:

1. The annexation proposal shall meet the requirements of subsection 18.5.8.050.B, above.

2. A current or probable danger to public health exists within the proposed area for annexation due to lack of full City sanitary sewer or water services in accordance with the criteria in ORS chapter 222 or successor state statute.

3. Existing development in the proposed area for annexation has inadequate water or sanitary sewer service, or the service will become inadequate within one year.

4. The proposed area for annexation has existing City water or sanitary sewer service extended, connected, and in use, and a signed consent to annexation agreement has been filed and accepted by the City.

5. The proposed area for annexation is an island surrounded by lands within the City limits.

I. Exceptions and Variances to the Annexation Approval Criteria and Standards. The approval authority may approve exceptions to and variances from the approval criteria and standards in this section using the criteria in section 18.4.6.020.B.1, Exceptions to the Street Design Standards, or chapter 18.5.5, Variances. (Ord. 3204 § 3, amended, 12/21/2021)

SECTION 9. AMC 18.6.1.030, Definitions, is hereby amended to revise and add the following definitions:

Dwelling. A structure conforming to the definition of a dwelling under applicable building codes and providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units unless the additional cooking facilities are clearly accessory to the primary use, such as an outdoor grill or wet bar. For the purposes of this title, the following types of dwelling units are defined as follows:

- Manufactured Dwelling.
A residential trailer, mobile home, or manufactured home.

- Prefabricated Dwelling.
A prefabricated structure, as defined in ORS 455.010, that is designed for residential occupancy in accordance with Ashland's building regulations.

Manufactured Dwelling Park.
Any place where four or more manufactured dwellings, prefabricated dwellings, or recreational vehicles are located within 500 feet of one another on a lot, tract, or parcel of land under the same ownership, the primary purpose of which is to rent or lease space or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facilities or to offer space free in connection with securing the trade or patronage of such person. A manufactured dwelling park does not include a lot or lots located within an approved subdivision being rented or leased for occupancy by one manufactured dwelling per lot. The terms "Manufactured Home Park," "Manufactured Housing Development," and

"Manufactured Dwelling Park" shall be considered synonymous for purposes of this Code unless specifically stated otherwise.

Manufactured Housing Development. ~~A subdivision or park comprised of manufactured homes occupied for dwelling purposes, regardless of whether a charge is made for such accommodation.~~

Proportionate Impact.

A relationship where the effect, cost, or mitigation of an action is directly scaled to its cause, ensuring fairness and equity.

Recreational Vehicle **~~or Travel Trailer.~~**

A vehicular type unit certified by the manufacturer as complying with ANSI A119.2, ANSI A119.5, NFPA 1192, or successor standards, and primarily designed as temporary living quarters for recreational, camping, seasonal, or travel use, which either has its own motive power or is mounted on or towed by another vehicle. **~~A self-propelled or towable mobile unit used for temporary dwelling purposes by travelers.~~**

SECTION 10. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 11. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 3-5) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

ORDINANCE NO. 3297

AN ORDINANCE AMENDING THE ADOPTED ZONING MAP TO ADD THE MANUFACTURED HOME PARK ZONE

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~**bold lined through**~~, and additions are **bold underlined.**

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession; and

WHEREAS, the City of Ashland has adopted amendments to the Ashland Municipal Code establishing the Manufactured Home Park Zone (MHPZ) for the purpose of preserving existing manufactured dwelling parks as an important source of homeownership opportunities and housing choice within the community; and

WHEREAS, the City Council finds that application of the Manufactured Home Park Zone to specific existing manufactured dwelling park properties will provide a zoning framework specifically tailored to the continued operation, preservation, maintenance, and reinvestment of manufactured housing communities and will help maintain long term housing stability for current and future residents; and

WHEREAS, the City Council has reviewed the proposed zoning map amendment, the Planning Commission recommendation, the record of proceedings, and the applicable approval criteria, and finds that the amendment is consistent with the Ashland Comprehensive Plan, the Ashland Municipal Code, and applicable statewide planning requirements.

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. The above recitations are true and correct and are incorporated herein by this reference.

SECTION 2. The officially adopted City of Ashland Zoning Map, adopted and incorporated by Ashland Municipal Code Section 18.1.2.070, is hereby amended to; add a new Manufactured Home Park Zone designation to approximately 26.80 acres of land within the City Limits. Amendments are reflected on the revised Zoning Map, attached hereto as Exhibit A, and made a part hereof by this reference.

SECTION 3. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 3-5) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

CITY OF ASHLAND
Better Together

Zoning Map

- City Limits
- CFA Overlay
- P-overlay
- Airport Overlay
- Freeway Overlay
- Residential Overlay
- North Mountain Zone
- Urban Growth Boundary

- C-1
- C-1-D
- E-1
- HC
- M-1
- NM
- Croman Zone

- R-1-10
- R-1-3.5
- R-1-5
- R-1-7.5
- R-2
- R-3
- MHP
- RR-.5
- RR-1
- SO
- WR
- WR-20

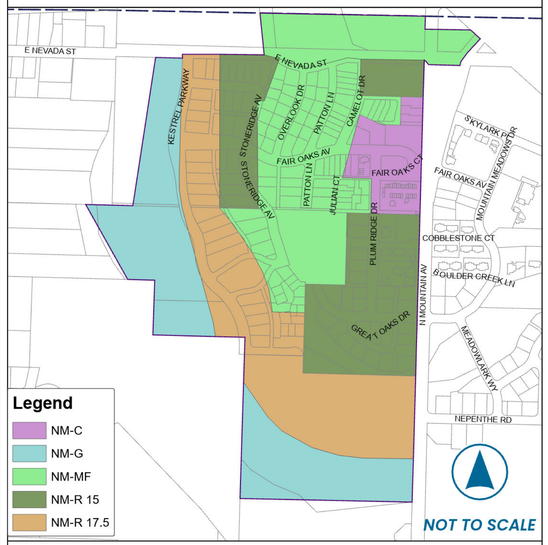
Mapping is schematic only and bears no warranty of accuracy. All features, structures, facilities, easement or roadway locations should be independently field verified for existence and/or location.

NOT TO SCALE

N Mountain Zone (see inset map)

Croman Zone (see inset map)

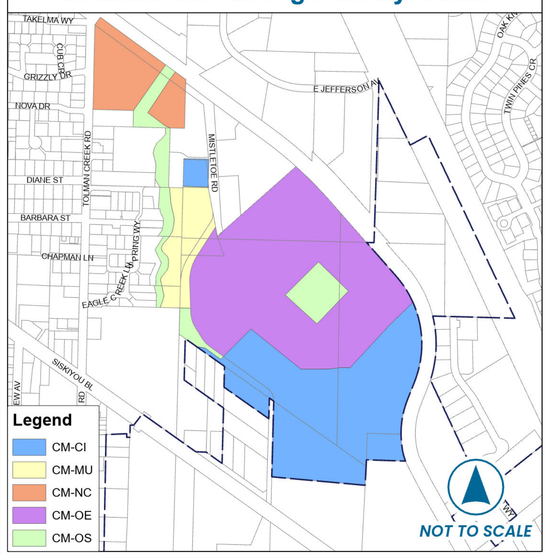
North Mountain Zoning Overlay Detail



Legend
- NM-C
- NM-G
- NM-MF
- NM-R 15
- NM-R 17.5

NOT TO SCALE

Croman Mill Zoning Overlay Detail



Legend
- CM-CI
- CM-MU
- CM-NC
- CM-OE
- CM-OS

NOT TO SCALE

This is to certify that this is the approved final version of the Official Comprehensive Plan Map

Signed:
Mayor _____ *Date* _____

City Recorder _____ *Date* _____

ORDINANCE NO. 3298

AN ORDINANCE AMENDING THE ADOPTED COMPREHENSIVE PLAN MAP TO ADD A DESIGNATION FOR A MANUFACTURED HOME PARK ZONE

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~**bold lined through**~~, and additions are **bold underlined.**

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

> Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession.

WHEREAS, Statewide Planning Goal 10 requires local governments to provide for the housing needs of Oregon residents, including a variety of housing types and opportunities for homeownership, and the City Council finds that existing manufactured home parks constitute an important component of Ashland's needed housing supply and should be recognized within the Comprehensive Plan land use framework; and

WHEREAS, Statewide Planning Goal 14 encourages orderly urbanization and efficient long range planning within urban growth boundaries, and the City Council finds that establishing a Manufactured Home Park Comprehensive Plan designation will provide a clear framework for future annexation and administration of land use regulations while supporting the preservation of existing manufactured housing communities; and

WHEREAS, manufactured dwelling parks provide an important source of homeownership opportunities and housing choice within the Ashland Urban Growth Boundary and contribute to the diversity of the City's housing stock; and
WHEREAS, the City of Ashland Housing Production Strategy identifies the preservation and support of existing manufactured dwelling parks as a priority action to maintain housing opportunities, support reinvestment in manufactured housing communities, and preserve long term housing stability for Ashland residents; and

WHEREAS, the City Council finds that establishing a Manufactured Home Park Comprehensive Plan designation for existing manufactured dwelling parks located within the Ashland Urban Growth Boundary will support the continued use, preservation, maintenance, and reinvestment of such communities, promote consistency between the Comprehensive Plan and implementing land use regulations, and provide greater certainty regarding future annexation into the City

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. The above recitations are true and correct and are incorporated herein by this reference.

SECTION 2. The City of Ashland Comprehensive Plan Map, as adopted and incorporated by Ashland Municipal Code Section 18.2.1.020, is hereby amended to designate approximately 26.80 acres within the City Limits and 18.27 acres within the Urban Growth Boundary outside the City Limits as Manufactured Home Park, for a total of approximately 45.07 acres. The amended Comprehensive Plan Map depicting these changes is attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 3. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 3-4) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

CITY OF ASHLAND
Better Together

Comprehensive Plan

- Commercial
- Downtown
- Employment
- Industrial
- Health Care
- City Parks
- City Limits
- Urban Growth Boundary
- Low Density Residential
- Single Family Residential
- Multi-Family Residential
- High Density Residential
- Suburban Residential
- Single Family Residential Reserve
- Normal Neighborhood Plan
- North Mountain Plan
- Croman Mill Plan
- Airport
- Southern Oregon University
- Woodland
- Conservation Areas
- Golf Course
- Manufactured Home Park

Mapping is schematic only and bears no warranty of accuracy. All features, structures, facilities, easement or roadway locations should be independently field verified for existence and/or location.

NOT TO SCALE

This is to certify that this is the approved final version of the Official Comprehensive Plan Map

Signed:
Mayor _____ *Date* _____

City Recorder _____ *Date* _____

ORDINANCE NO. 3306

AN ORDINANCE ADDING CHAPTER 10.116 TO THE ASHLAND MUNICIPAL CODE ESTABLISHING NOTICE OF SALE, OPPORTUNITY TO PURCHASE, RELOCATION STANDARDS, AND TENANT PROTECTIONS FOR MANUFACTURED HOME PARK RESIDENTS

Annotated to show deletions and additions to the Ashland Municipal Code sections being modified. Deletions are ~~**bold lined through**~~, and additions are **bold underlined.**

WHEREAS, Article 2. Section 1 of the Ashland City Charter provides:

Powers of the City. The City shall have all powers which the constitutions, statutes, and common law of the United States and of this State expressly or impliedly grant or allow municipalities, as fully as though this Charter specifically enumerated each of those powers, as well as all powers not inconsistent with the foregoing; and, in addition thereto, shall possess all powers hereinafter specifically granted. All the authority thereof shall have perpetual succession; and

WHEREAS, manufactured home parks provide an important source of attainable homeownership opportunities within the City of Ashland, and the displacement of manufactured home park residents through park closure, conversion, redevelopment, or sale can have significant impacts on housing stability and the availability of replacement housing; and

WHEREAS, the City Council finds that providing meaningful notice of sale, an opportunity for resident organizations to pursue acquisition of manufactured home parks, and clear relocation planning requirements will help preserve housing opportunities, promote informed decision making, and reduce displacement impacts on residents; and

WHEREAS, the City Council further finds that adoption of local notice, relocation, and tenant protection standards is consistent with the City's police powers, complements existing protections established under Oregon law, including ORS Chapter 90, and promotes the public health, safety, and welfare of Ashland residents;

THE PEOPLE OF THE CITY OF ASHLAND DO ORDAIN AS FOLLOWS:

SECTION 1. The above recitations are true and correct and are incorporated herein by this reference.

SECTION 2. Chapter 10.116, Manufactured Home Parks (MHP) – Notice of Sale, Opportunity to Purchase, and Relocation Standards, is hereby added to the Ashland Municipal Code as follows:

Chapter 10.116 MANUFACTURED HOME PARKS (MHP) – NOTICE OF SALE, OPPORTUNITY TO PURCHASE, AND RELOCATION STANDARDS

Sections:

10.116.010 Declaration of Policy

10.116.020 Notice of Sale and Tenant Rights

10.116.030 Opportunity to Purchase

10.116.040 Relocation Standards and Assistance

10.116.050 Relocation Plan and City Review

10.116.060 Prohibited Harassment or Frustration of Tenant Rights

10.116.070 Additional Notice to City Housing Staff

10.116.080 Penalties

10.116.010 Declaration of Policy

It is hereby declared to be the policy of the City of Ashland, Oregon, to exercise its municipal authority and police powers to protect the public health, safety, and general welfare by ensuring that residents of manufactured home parks are afforded meaningful notice, opportunity to purchase, and relocation protections when a park is sold, closed, or converted to another use as permitted in the underlying zone. This Chapter is intended to supplement and be consistent with state law governing manufactured dwelling parks, including ORS Chapter 90.

10.116.020 Notice of Sale and Tenant Rights

A. The owner of a mobile or manufactured home park shall not make a final unconditional acceptance of any offer for the sale or transfer of the park without first providing written notice of sale to all tenants of the park, as required by ORS Chapter 90.

B. The notice of sale shall be delivered to each tenant by personal delivery or by certified mail and shall include, at a minimum:

1. A statement that the landlord intends to sell or transfer the manufactured dwelling park;

2. **The name, address, and contact information of the landlord or the landlord's authorized agent responsible for communications regarding the sale;**

3. **The price, terms, and conditions that the landlord intends to accept for the sale of the park, including a copy of any pending purchase and sale agreement, if available; and**

4. **A statement describing the rights of tenants under this Chapter and under applicable provisions of ORS Chapter 90 and City Ordinance, including the opportunity to purchase and relocation protections.**

C. **If a purchase and sale agreement is executed prior to delivery of the notice required by this section, such agreement shall expressly acknowledge the notice and tenant protection requirements of this Chapter and applicable Oregon statutes, and shall provide sufficient time to allow tenants a meaningful opportunity to exercise their rights.**

10.116.030 Opportunity to Purchase

A. **Following receipt of a notice of sale, tenants may organize or act through an eligible tenant organization, cooperative, or other entity permitted under Oregon law to express interest in purchasing the manufactured dwelling park.**

B. **If a qualified tenant organization or other eligible organization, after receiving the notice of sale, wishes to purchase the MHP, it shall submit a proposed purchase and sale agreement in writing via certified or registered mail to the MHP owner within 180 days of receipt of the MHP owner's notice of sale. The MHP owner shall engage in good faith negotiations with the qualified tenant organization or other eligible organization. If no qualified tenant organization exists at the time the MHP owner gives its notice of sale, the homeowners may form one for the purpose of considering whether to exercise the purchase opportunity.**

C. **Nothing in this section shall be construed to require a park owner to accept an offer to purchase, but failure to comply with notice and good-faith negotiation requirements shall constitute a violation of this Chapter.**

10.116.040 Relocation Standards and Assistance

A. **The owner of a manufactured dwelling park that is closing, being converted to another use, or otherwise requiring tenant displacement shall comply with all applicable notice and relocation assistance requirements of ORS Chapter 90.**

B. Where relocation assistance is required by state law, the park owner shall provide relocation payments and assistance to affected tenants in the manner and amounts required by Oregon statute.

C. Relocation assistance obligations under this Chapter are in addition to, and not in lieu of, any other duties imposed by state or federal law.

10.116.050 Relocation Plan and City Review

A. Prior to issuing any termination notices associated with closure or change of use of a manufactured dwelling park, the park owner shall submit a relocation report and plan to the City for review.

B. The relocation report and plan shall describe how the park owner will comply with applicable relocation requirements and assist tenants in relocating their manufactured homes or securing alternative housing, including:

1. **An inventory of available relocation resources;**
2. **Actions the owner will take to assist tenants in identifying alternative housing options;**
3. **Actions the owner will take to assist with the physical relocation of manufactured homes, where feasible; and**
4. **The anticipated timing of park closure or conversion.**

C. The City may require designation of a relocation coordinator to administer the approved relocation plan.

D. No manufactured dwelling park may close or convert until the City determines that the owner has complied with the approved relocation plan and applicable state law.

10.116.060 Prohibited Harassment or Frustration of Tenant Rights

No park owner or agent shall engage in conduct that has the effect of harassing, intimidating, coercing, or interfering with a tenant's exercise or enjoyment of rights granted by this Chapter or ORS Chapter 90. Prohibited conduct includes, but is not limited to:

A. Interfering with a tenant's right to receive required notices or to organize with other tenants;

B. Attempting to force a tenant to vacate through improper rent increases, service reductions, or threats;

C. Interfering with a tenant's right to receive relocation assistance or to pursue an opportunity to purchase the park; and

D. **Any action taken for the purpose of avoiding or frustrating compliance with this Chapter or applicable state law.**

10.116.070 Additional Notice to City Housing Staff

Notice of Conversion given pursuant to this ordinance shall be served as provided in ORS 100.305, except that a copy of said notice and list of all recipients shall be provided by regular mail or personal delivery to the City of Ashland Housing Program Supervisor within 7 days of its delivery or mailing to tenants

10.116.080 Penalties

A. **It shall be unlawful for any park owner or agent to violate or fail to strictly comply with the notice, opportunity to purchase, relocation, or prohibited conduct provisions of this Chapter.**

B. **Any violation of this Chapter shall constitute a civil violation subject to penalties as provided in the Ashland Municipal Code. Each affected household shall constitute a separate violation.**

SECTION 3. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 4. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word "ordinance" may be changed to "code", "article", "section", "chapter" or another word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions (i.e. Sections 3-5) need not be codified and the City Recorder is authorized to correct any cross-references and any typographical errors.

The foregoing ordinance was first read by title only in accordance with Article X, Section 2(C) of the City Charter on the _____day of_____, 2026, and duly PASSED and ADOPTED this _____day of_____, 2026.

SIGNED and APPROVED this _____ day of _____, 2026.

ATTEST:

_____
Alissa Kolodzinski, City Recorder

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

Draft Ord 3306 – AMC 10.116

Summary of Correspondence from Carmel Zahran – Assistant City Attorney, 6/9/2026

Legal counsel recommends further review of proposed AMC 10.116 before adoption, noting potential concerns with how local provisions interact with Oregon's manufactured home park closure statutes (ORS 90.643–90.660).

• ORS 90.660 states:

> "A local government may not enforce an ordinance, rule or other local law regulating manufactured dwelling park closures or partial closures adopted by the local government on or after July 1, 2007, or amended on or after January 1, 2010. An ordinance, rule or other local law regulating manufactured dwelling park closures or partial closures may not be applied to reduce the rights provided to a park tenant under ORS 90.645 or 90.655."

• Legal counsel noted that increasing tenant rights beyond the requirements of ORS Chapter 90 may be feasible unless specifically preempted by state law. However, questions remain regarding whether extending the notice period from 15 days to 180 days could be challenged as an unreasonable restriction on property rights or a regulatory taking. While courts have upheld some tenant-protection measures that exceed state requirements, the legal threshold remains unclear and warrants further review.

• Recommends considering whether references to state law should simply cross-reference ORS Chapter 90 rather than summarize statutory requirements.

• Further clarification may be needed regarding administrative procedures, timelines, and fees associated with implementation.

• Additional review is recommended regarding City review of relocation plans, notification requirements, and whether those provisions could be viewed as regulating park closures beyond what state law allows.

Because the proposed Chapter 10 amendments are outside the Ashland Land Use Ordinance, the Planning Commission is not required to make a formal recommendation on those provisions. However, the Commission may provide comments and recommend provisions for inclusion, modification, or removal in a final draft ordinance for City Council

To Whom It May Concern, 5/31/2036

On May 29th I met with Brandon Goldman and his staff concerning the current usage of the property at 278 Idaho, Ashland Oregon, 97520. The current zoning is R2 and the Recreation Vehicle spaces have been grandfathered in. At the present time, there are 12 individual stick built buildings and 16 RV spaces. Sixty five percent of the income is generated by the individual stick built buildings. Thirty five percent of the income is generated by the RV spaces. The turn over rate of the RV spaces is fairly high and after checking our records only three RVs have been there longer than three years. Since the RVs have wheels and are less than 256 square feet they are quite mobile. It usually takes someone less than an hour to remove their RV from the park.

The property is very unique since it is situated in the middle of R1 zoning. It is close to town, public transportation and shopping. Many of the residents receive some public assistance. The property is a little over one acre and has 28 residences. We have been able to have affordable rents since the property has been in our family since 1972. Many of the people living in the park consider it a little Oasis in Ashland.

Enclosed are several photos to give a better understanding of the park.

Both my brother and I are up in age and I turn 90 this year and hope who is making the decisions will leave the current zoning to give us and our heirs maximum flexibility with the use of the property. Thank you for your consideration.

Sincerely,

David S. Allen

David S. Allen

RECEIVED
JUN 1 REC'D
By 105

CITY OF ASHLAND CITY HALL
ASHLAND, OREGON 97520
telephone (code 503) 482-3211

July 23, 1993

David Allen
278 Idaho Street
Ashland, OR 97520

Re: Status of trailer park at 278 Idaho Street (391E09DB; Tax Lot #8400)

Dear Mr. Allen:

The trailer park located at the above address was installed prior to the adoption of current City land use codes regarding such developments and does not conform with existing regulations. Consequently, the current number of trailers units and existing standard of site improvements are considered pre-existing non-conforming or "grandfathered". Existing units in the park can be removed and substituted with different units as long as the following conditions are adhered to:

1. The total number of trailer units in the park can not be increased.

2. The substitution of a trailer unit must involve an existing trailer location/pad. The relocation of an existing trailer to a new pad or construction of a new pad is not permitted.

I hope this clarifies this issue. Please let me know if you have any additional questions regarding this matter.

Sincerely,

Bill Molnar
Senior Planner
(503) 488-5305

541-552-2043 10:30 FRI 5/29/2026

CITY OF ASHLAND CITY HALL
ASHLAND, OREGON 97520
telephone (code 503) 482-3211

September 21, 1993

Mr. Bruce Halverson
295 Idaho Street
Ashland, OR 97520

RE: Allen "Trailer Park" at 278 Idaho Street

Mr. Halverson:

Councilor Phil Arnold has asked that I write you a letter explaining the status of the non-conforming trailer park at 278 Idaho Street. This use was installed prior to the adoption of current land use regulations, and is therefore a pre-existing non-conforming use. Or in other words, it is "grandfathered" in as a use at this location.

The nature of a trailer park is to allow for the parking of trailer units on a temporary basis, allowing for the exchange of units with the total number remaining constant. That is the case here. The owners are replacing the existing trailers with new ones, still maintaining the trailer park use, but not increasing the number of units.

I understand that the owner is currently installing improved services to the pad sites, and replacing the older trailer units with newer ones. This is an outright allowed use under the "grandfathered" trailer park use, and not subject to planning review, since it follows the normal use of a trailer park. Mr. Allen has obtained the required permits for the work taking place on the site. This issue was reviewed with the City Attorney prior to the issuance of permits for the improvements at the site.

I understand your concern about this property and site. However, the property owner is within the requirements of the City's laws in continuing with the work that is currently taking place on the site. In fact, if the number of units doesn't change, or decreases, then the owner may replace the trailers as many times over the coming years as he chooses.

I hope this addresses your concerns. If you have any questions, please contact me.

Sincerely,

John McLaughlin
Planning Director

c: Phil Arnold
David Allen

CITY OF ASHLAND CITY HALL
ASHLAND, OREGON 97520
telephone (code 503) 482-3211

October 8, 1993

Mr. Bruce T. Halverson
Romeo Inn
295 Idaho Street
Ashland, OR 97520

RE: 278 Idaho (your letter dated October 6, 1993)

Mr. Halverson:

In response to your letter, the total number of trailer-units allowed on the site is 16. The size of the units is variable, since there is no ordinance standard as to a minimum or maximum defined for units in a non-conforming trailer park. I believe that Mr. Allen is proposing to install units of approximately 500 sq. ft. each. Regarding the erection of meter boxes, this is not regulated by land use ordinances, and are installed in coordination with the Electric Department.

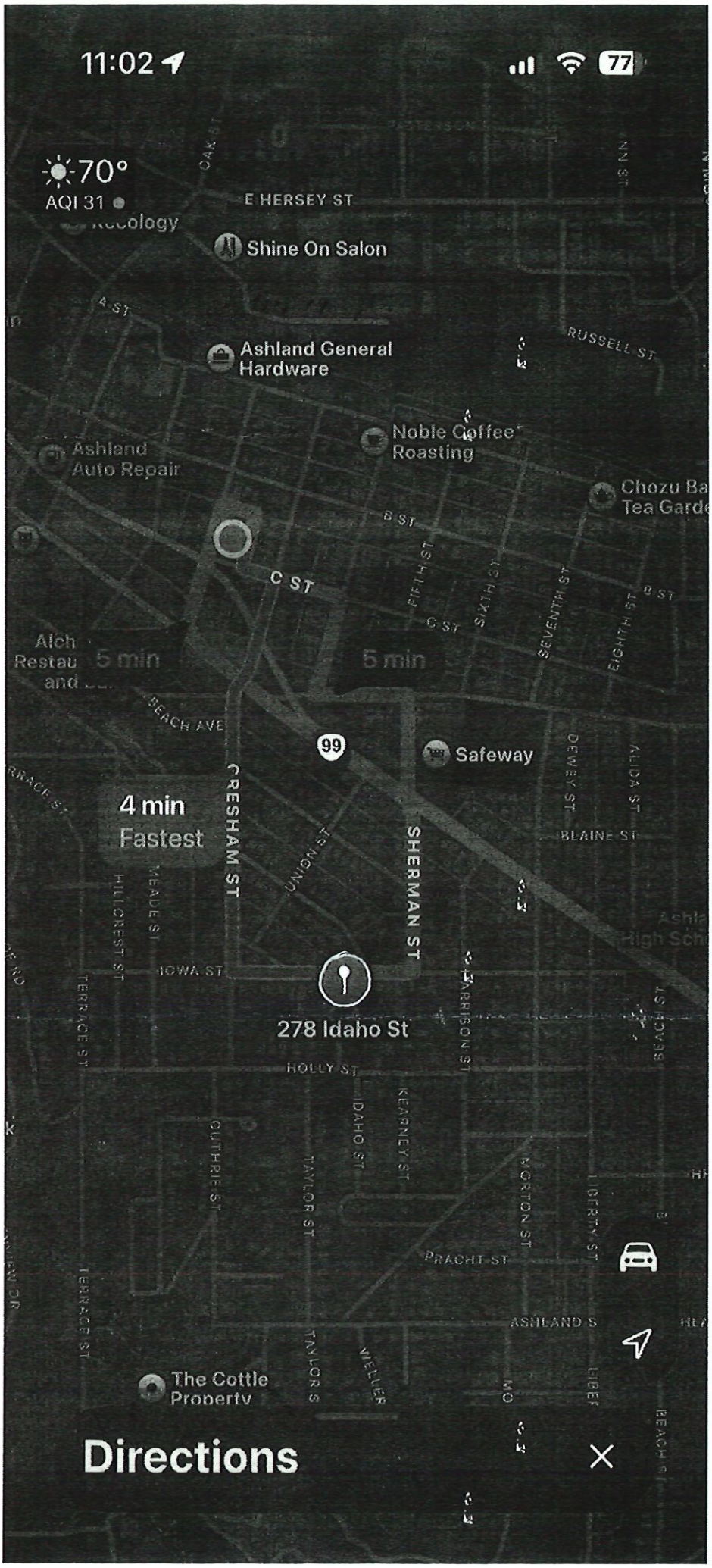
As stated in my previous letter, this is a grandfathered use that does not require a planning action or City review. The City has no legal power to impose additional requirements on the upgrading of the site. Since there was no planning action on this property, there is no "file" per se, only an informal collection of building permit materials and correspondence. I have included a copy of the site plan Mr. Allen submitted for the improvement of the water and sewer system on the site. I believe that this provides the site plan information your are looking for.

Given that the City does not have the authority to require additional improvements to the site, additional parking, or design modifications, I believe that it would be in your interest, and in the interest of your neighbors to coordinate a meeting with Mr. Allen regarding his overall plans. I will be sending a copy of this letter to Mr. Allen, so he will be aware of your concerns. In my previous meetings with Mr. Allen on other matters, I have found him to be a very approachable person, and I would recommend that your contact him directly.

Sincerely,

John McLaughlin
Planning Director

c: Phil Arnold, Susan Reid, David Allen



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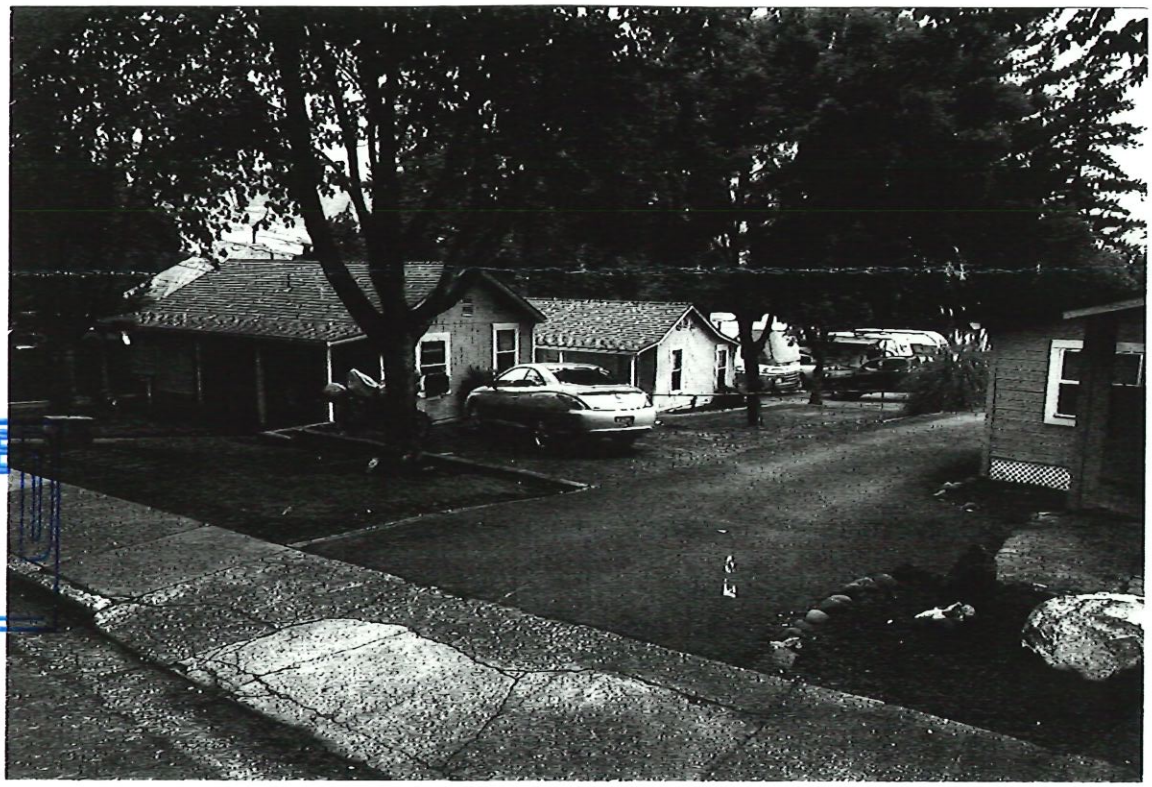

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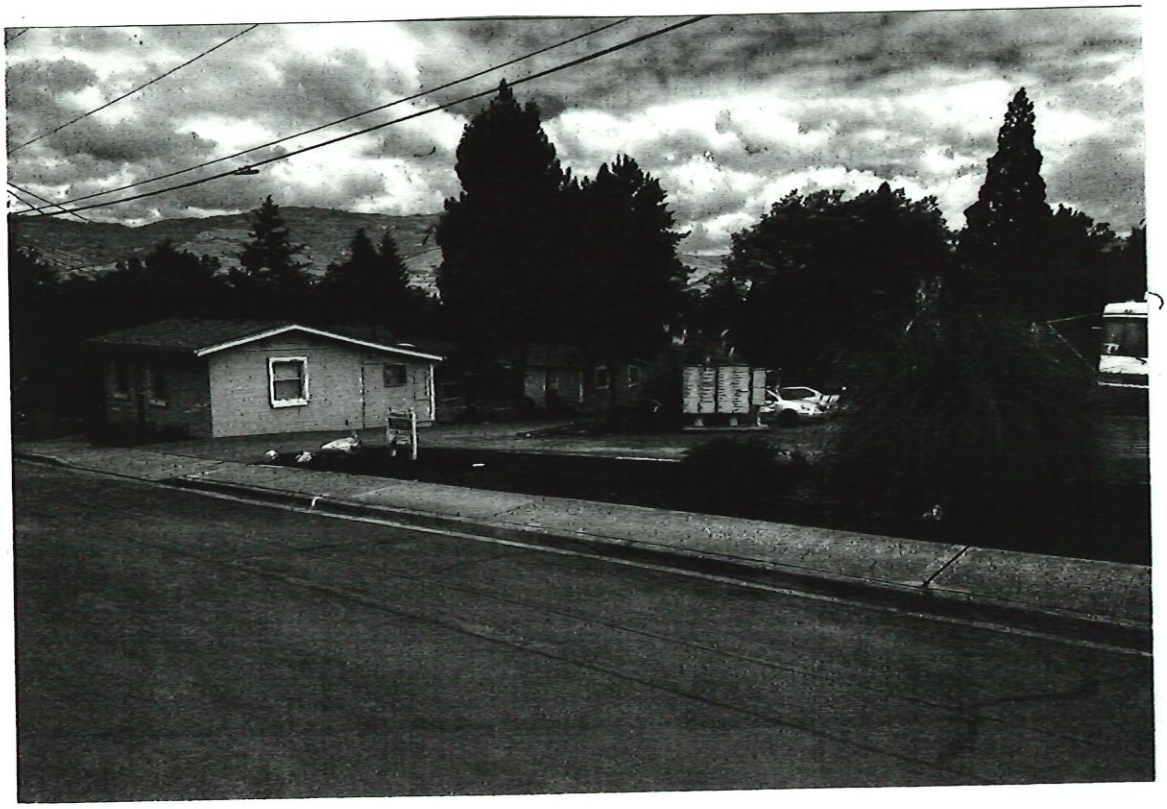

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By RES

Outlook

MHPZ Proposal-- Rogue Valley Association of Realtors Feedback & Concerns

From Isis Thornton-Saunders <isis@ustrategies.org>
Date Mon 6/1/2026 4:43 PM
To planning <planning@ashland.or.us>
Cc Jeff Dahle <jeff.dahle@ashland.or.us>

1 attachment (109 KB)
Ashland MHPZ May2026 PlanComm.pdf;

[EXTERNAL SENDER]
Hi there,

I am writing on behalf of the Rogue Valley Association of Realtors (RVAR) to provide formal feedback and concerns regarding the proposed Manufactured Home Park Zone ordinance, and to respectfully request that this letter be transmitted to the Planning Commission members in advance of the June 9th public hearing.

As the representative organization for property owners and consumers of real estate services throughout the Rogue Valley, RVAR has a long-standing interest in land use decisions that affect housing supply and property rights in our region, and would welcome the opportunity to serve as a partner and resource for the Commission on proposed changes that intersect with housing supply and property rights.

Please let me know if you have any questions.

Best,

Isis Thornton-Saunders
United Strategies & Consulting | Associate
C: 785-410-1345 | ustrategies.org
218 W 6th St, Medford, OR 97501

Book a Meeting

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ROGUE VALLEY ASSOCIATION OF REALTORS®

Jackson County Office:
625 Franquette Street, Medford, Oregon 97501
Josephine County Office:
558 NE F Street Ste 7, Grants Pass, OR 97526
Phone: (541) 770-7060
Website: roguevalleyrealtors.org

May 24, 2026

City of Ashland
20 East Main Street
Ashland, OR 97520

Dear Planning Commissioner Lisa Verner, and Members of the Planning Commission,

I am writing on behalf of the Rogue Valley Association of REALTORS® regarding the proposed zoning updates for manufactured home parks. We applaud the city for looking at ways to preserve and promote affordable housing opportunities. The proposed zoning updates that streamline park development, access and create a clear process for residents to purchase the park when an owner decides to sell is an excellent way to encourage affordable home ownership in an economy when housing prices continue to rise.

However, we do have some concerns about the language as proposed. First, extending the state statutory 14-day right of refusal to 120 days is an extreme difference that could produce unintended consequences for both owners and tenants. We agree that allowing tenants more than 14 days to organize and make an offer would be beneficial, but 120 days is the extreme end of the spectrum and could actually cause potential offers to fall through and/or prevent offers from being made in the first place. If an owner is selling the property due to financial hardship, not being able to sell the property in a timely manner could hurt the tenants in the long run if they are unable to purchase the property and the owner is forced to close and relocate them. A 30-day timeframe would be advisable and definitely no more than 60 days.

Our second and most significant concern involves the proposed language regarding tenant relocation in the event of a park closure or conversion. As drafted, this section raises several implementation questions that suggest it may not yet be thoroughly vetted, and vests considerable discretionary authority in the City over a process to which it is not a direct party— creating potential for delays that could ultimately harm the very tenants the Council seeks to protect.

We respectfully ask the Planning Commission to consider the following:

- Will the City be providing a standardized template for the relocation plan?
- Who determines whether or not a relocation coordinator is required? *The language says "may require," but what is the criteria for determining if it is or isn't required?*
- If a relocation coordinator is required, is there a cost? If yes, who pays for it?
- What if there are other factors at play that are determining the date of the closure of the park other than the City's approval? *Item D under the relocation plan section says it may not close until the City approves it, but the City may not be the only factor at play. For example, if an owner is going through bankruptcy, the courts may have already declared a closure date for the park.*

Taken together, these questions point to a need for greater specificity before the relocation provisions can function as intended.

This leads to our third and final concern, which is that the proposed penalties are substantial and punitive, even in circumstances where the closure is not the owner's choice or within their control.

The proposed language states that any violation of this chapter shall constitute a civil violation subject to penalties under the Ashland Municipal Code, and that each affected household shall constitute a separate violation. In a park with dozens of households, this structure could expose an owner to substantial cumulative liability, even in circumstances where the closure is not their choice or within their control. In situations driven by financial distress, legal proceedings, or other external factors, penalties of this magnitude risk producing outcomes that are neither fair nor consistent with the Council's perceived intent of the language.

We share the Commission and Council's commitment to protecting tenants and preserving affordable housing in Ashland, and we believe that balance is achievable. The concerns outlined above are offered in that spirit: to ensure the final ordinance is clear, workable, and protective of the residents it intends to serve without creating unintended consequences for the owners who make that housing possible.

As representatives for many of the property owners and consumers of real estate services in Ashland, including those in manufactured home parks, we ask that we be granted standing in any public process you undergo. As you review and consider any proposals, please consider us as a resource, willing to offer our assistance and insights about how proposed changes might impact housing supply and property rights. As REALTORS®, we are intimately acquainted with both residential and commercial properties and the rights and usage expectations that the owners and tenants of those properties have. We would be privileged to assist in any way necessary and to answer questions you may have.

If you have questions or would like additional information, please contact me at 541-770-7060 or tina@roguevalleyrealtors.org or our Government Affairs Consultants, United Strategies & Consulting at 541-944-7185 or greg@unitedstrategies.com.

Sincerely,

Tina Grimes

Tina Grimes
CEO

Outlook

Opposition to Proposed Manufactured Home Park (MHP) Zoning Designation for Wingspread Mobile Home Park

From Hank Hampton <sonofbill@aol.com>
Date Mon 6/8/2026 3:10 PM
To planning <planning@ashland.or.us>

[EXTERNAL SENDER]

Members of the Ashland Planning Commission:

This letter by email is to enter into the record our formal opposition to the proposed Manufactured Home Park (MHP) zoning designation as it pertains to the Wingspread Mobile Home Park at 321 Clay Street, Ashland, Oregon.

My first concert is that somehow your notice of these proceedings was sent to an improper address of our accountants and not to our Registered Agent for service in the state of Oregon. I just happened to hear about this a week ago, from a third party.

I have been the General Manager of Wingspread since 1982. The Hampton family have been stewards of the Park since 1977, providing essential and affordable housing for almost a half century. Many of our residents have been at the Park for several decades. Our commitment to this community is not just financial; it's tangible. We have consistently invested in the long-term viability of the infrastructure and Wetland waterway, having recently completed a new $85,000 culvert and overpass over Clay Creek.

All of these years the property has been zoned R-2, which is the common zone for mobile home parks in many communities, containing carve-outs of specific requirements and regulations related to this type of housing. We have always complied with these requirements and they seem to have worked just fine. Now, after just suffering from a recent state-imposed limitation of our ability to raise rents by no more than 6% a year (without 51% tenant approval), regardless of extraordinary expenses, we are not sure how we will be able to make the required improvements and replacements of our 60-year old water, sewer, and other utility systems, which could be well over $2,000,000.

The options which you are providing to add tiny homes or cottages would require a total revamping of the Park layout and significant, expensive changes to the infrastructure and utilities. As well, I'm not sure that trying to fit together these two very different types of housing makes much sense. We do not have any adequate open space within the Park to do this. These concepts might work if you had a clean slate to work with, but I am not aware that you are proposing any MHP Zoning for any open land in Ashland.

The draft of this proposed ordinance contains many requirements which do not fit a 65-year-old mobile home park and we assume that if you pass it, Wingspread would immediately become a "Nonconforming Manufactured Housing Development", which would be a shame after all these years as a conforming good neighbor. It raises all kinds of questions about changes or

improvements which you might consider out of the ordinary, Words like "routine" "enlarged" "remodeled" and "modernized" come to mind.

As a former Chairman of the Ashland Planning Commission back in the 70s, I can understand your concerns about maintaining this wonderful environment for our residents, which is what we have always done and intend to keep doing as long as it makes any sense at all. However, it would be a tremendous boost to our commitment if you could somehow find a way to help us out. There could be government grants or subsidies that could help, as well as streamlined permitting processes for infrastructure improvements and System Development Charge waivers. Without help, I'm not sure how long it might take to be able to afford a project that could run upward of $2,000,000. Financing could be difficult and expensive once you have eliminated the alternative development options of the R2 zone. This proposed "target zoning" seems intentionally designed to prevent owners from salvaging their land for any other purpose than manufactured housing.

I urge you to step back and reconsider this very exclusive zoning proposal and explore a more moderate approach to meeting your objectives of multi-uses and housing types within a mobile home park that give deference to legacy developments and provides stable and uninterrupted housing for so many.

I ask for an acknowledgment that you have received this email in time for tomorrow's meeting.

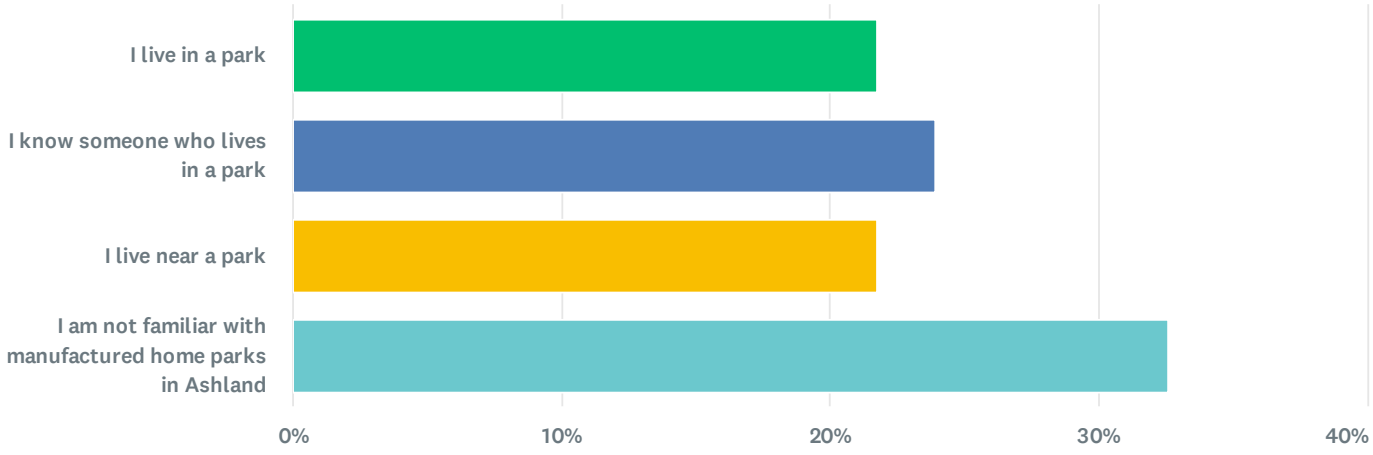
Sincerely,

Hank Hampton
General Manager, Wingspread Mobile Home Park

and for: Henry Hampton, Wingspread, LLC Managing Partner
Joshua Hampton, Wingspread, LLC Partner
Jane Rice, Wingspread, LLC Partner

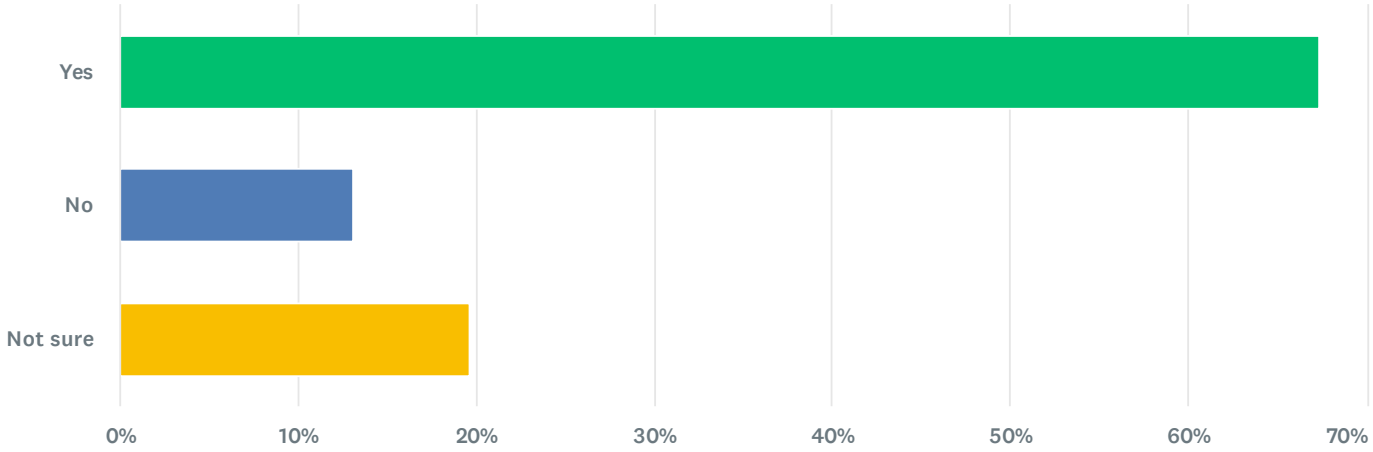
Q1 46 responses

What is your experience with manufactured home parks in Ashland?



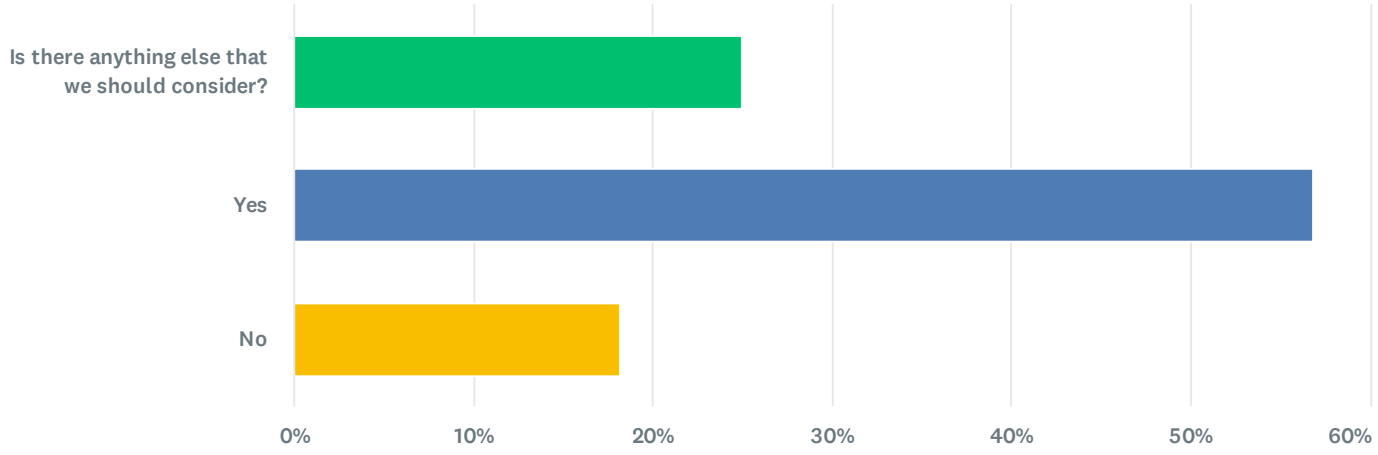
Q2 46 responses

Would you support creating a protective zoning designation for manufactured home parks in Ashland?



Q3 44 responses

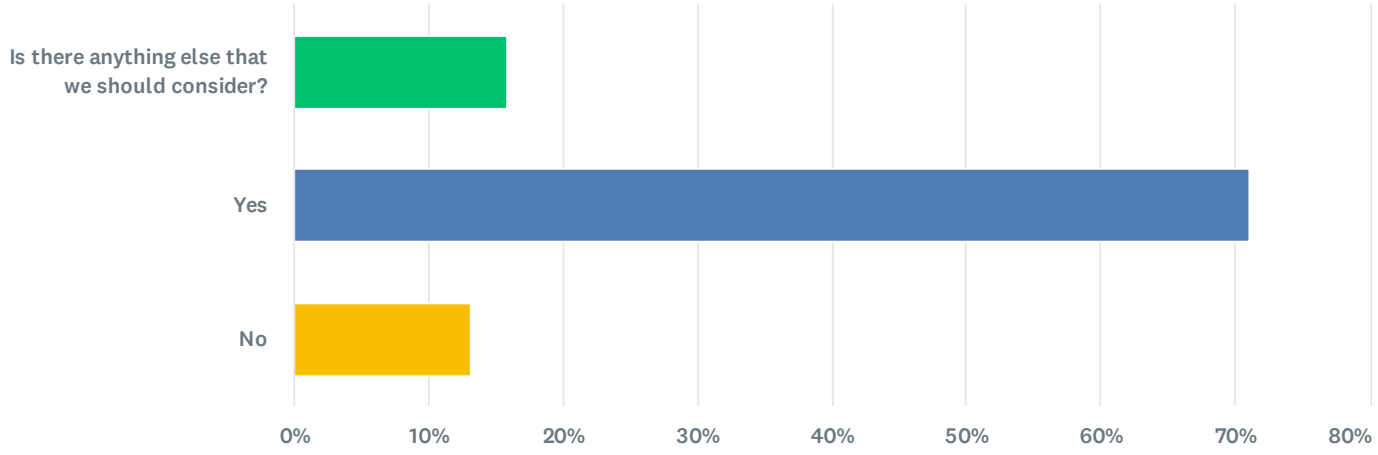
Do you support these Park Design concepts?



#	IS THERE ANYTHING ELSE THAT WE SHOULD CONSIDER?	DATE
1	Add some incentives so park owners and residents can add landscaping to beautify their properties	5/30/2026 5:02 PM
2	Consider supporting the development of resident-led advisory boards to determine reasonable standards of inclusion of housing variety	5/30/2026 12:55 PM
3	I love the park I live in and do not want it to change, because I believe it will surely drive out the low-income residents, so developers and make more money--like they did in Talent and Phoenix after the fire.	5/25/2026 1:56 PM
4	Requiring planting of trees and areas of drought resistane vegetation and NOT permmiting large areas of stones and pebbles and grvel	5/18/2026 7:54 AM
5	Possibly allow more units, but don't stack them right next to each other like the Pines.	5/15/2026 7:49 PM
6	tiny houses	5/9/2026 6:16 PM
7	I agree with flexibility for home placement but less units to provide wider spaces between units.	5/9/2026 8:01 AM
8	I think it should only include Manufactured homes and prefabricated homes. RV's would create transient residents that would impeded the development of a cohesive community.	5/8/2026 7:32 PM
9	I think the design should only include manufactured homes and prefabricaed homes	5/8/2026 7:26 PM
10	Mini homes, and unconventional construction like the "printer" option	5/7/2026 2:33 PM
11	also, zoning to protect existing parks from being taken over or converted to higher income rental properties	5/7/2026 12:45 PM

Q4 38 responses

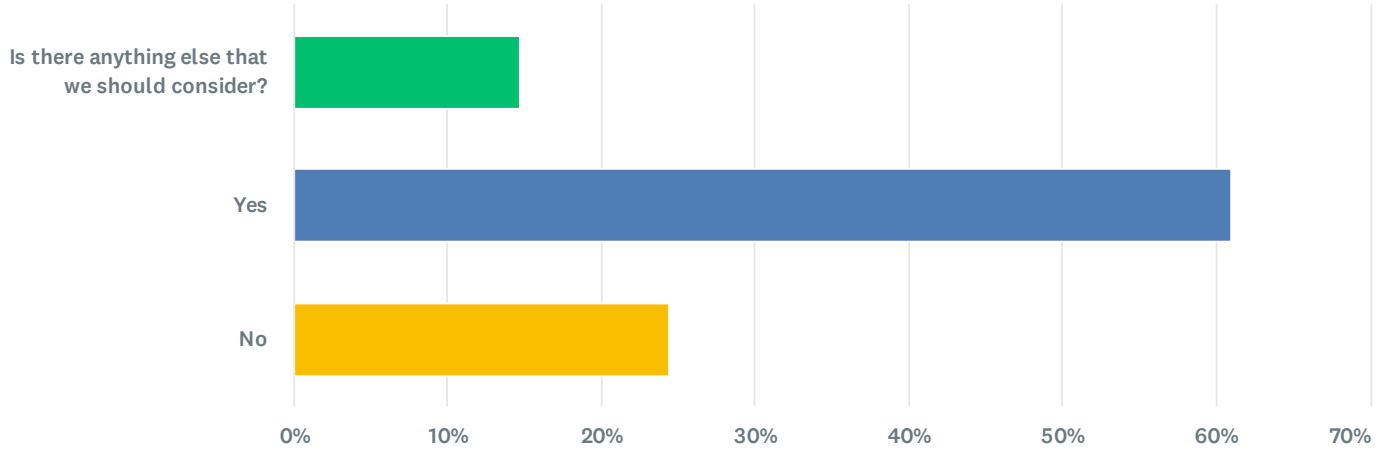
Do you support these Park Landscaping & Open Space concepts?



#	IS THERE ANYTHING ELSE THAT WE SHOULD CONSIDER?	DATE
1	Open space standards and amount of landscaped areas should be determined through resident and owner consensus to maximize resident safety, accessibility and cost-effectiveness rather than blanket standards.,	5/30/2026 12:57 PM
2	Nauvoo already has plenty of beautiful open space.	5/25/2026 1:57 PM
3	REQUIRE TREES	5/18/2026 7:55 AM
4	Who pays for the landscaping? How does preserving open space affect space for affordable housing? I can't answer this question yes or no since I don't have enough information.	5/17/2026 9:12 PM
5	Leave existing mature trees and some shrubs, water features. Large percentage of open space.	5/15/2026 5:59 PM
6	Hard to answer without knowing details. I support having open space and landscaped areas, but not to the extent of limiting the amount of housing more than the current standards.	5/8/2026 11:26 AM

Q5 41 responses

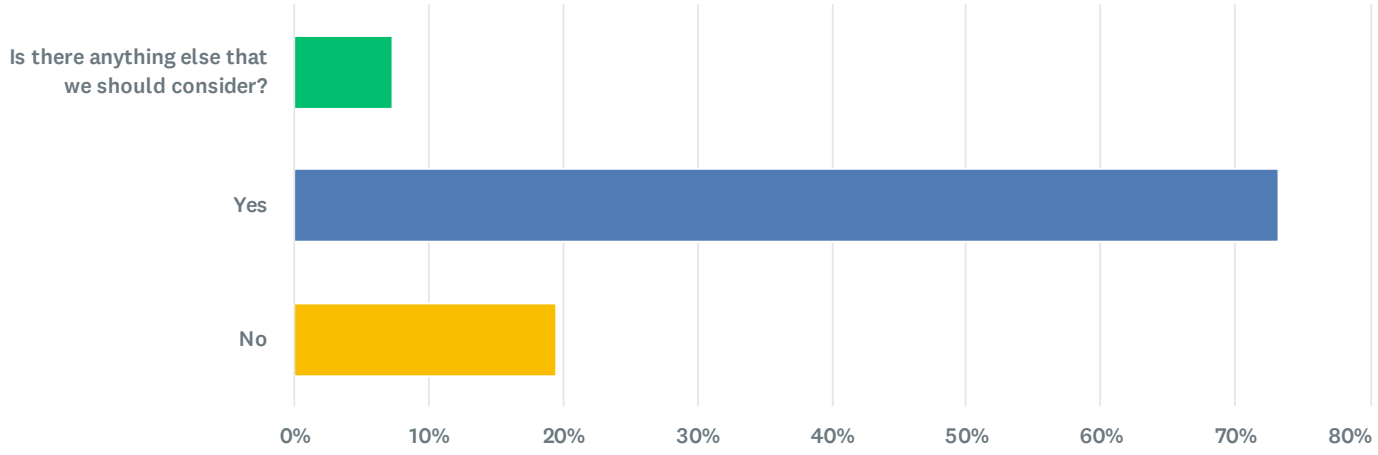
Do you support these Home Size & Flexibility concepts?



#	IS THERE ANYTHING ELSE THAT WE SHOULD CONSIDER?	DATE
1	Vague question. How small is small? Yes, house size must vary - commo sensen	5/18/2026 7:56 AM
2	love thy neighbor!	5/15/2026 5:59 PM
3	I support a variety of sizes bit not 2nhome in one space	5/9/2026 2:28 PM
4	Seniors vs families with children	5/9/2026 8:03 AM
5	Putting 2 homes on a lot would depend on the size of the lots and the size of the homes	5/8/2026 7:33 PM
6	I like the idea of two small homes, but I have a large lot. If my lot were broken in half, I would lose tremendous re-sale value. If the tiny home were under my control, it would enhance the value of my property.	5/7/2026 2:35 PM

Q6 41 responses

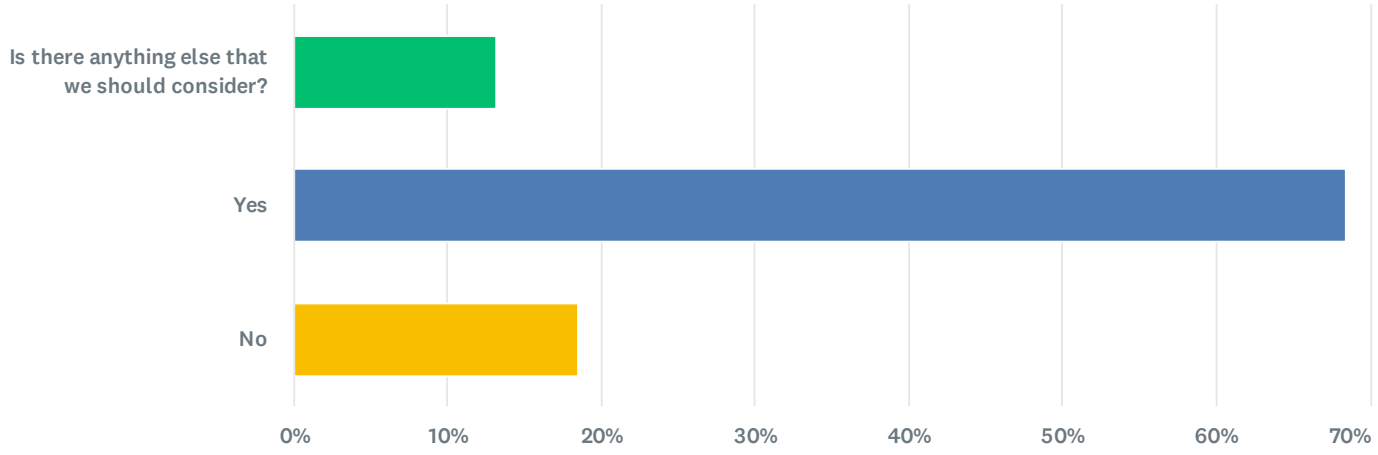
Do you support these Community Spaces concepts?



#	IS THERE ANYTHING ELSE THAT WE SHOULD CONSIDER?	DATE
1	Commercial is questionable. THis notareasonable question and too broad to give good feedback.	5/18/2026 7:58 AM
2	I don't think commercial spaces should be in trailer parks. The parks are people's homes. How would you like to have a shop set up in your home that makes money for a vendor?	5/10/2026 2:54 PM
3	Most parks already have one or more of these in the first paragraph. The commercial option feels troublesome, but I don't know why.	5/7/2026 2:36 PM

Q7 38 responses

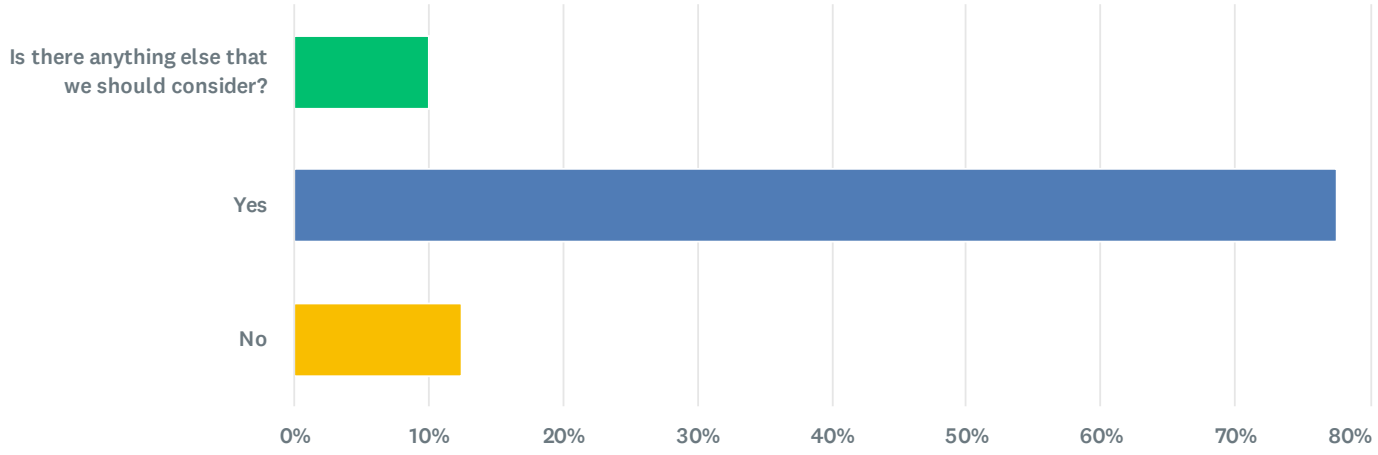
Do you support this Nonconforming Parks concept?



#	IS THERE ANYTHING ELSE THAT WE SHOULD CONSIDER?	DATE
1	I support allowing, but not requiring, unless it's a safety factor for the residents.	5/28/2026 11:30 AM
2	City of Ashland permits are brutal and expensive, infinitely time-consuming and this looks like anther way for the City ty for hethe Cit y tt ay for the City to extort more money and control over the possibel good idea of non-conforming housing.	5/18/2026 8:05 AM
3	I don’t know the meaning of a nonconforming park. I do not have enough information to answer this question.	5/17/2026 9:14 PM
4	it's not clear what you're asking. is there already a non-conforming use and the conditional use permit brings that into compliance, or is it about changes to the park. generally I'm for making things flexible for people	5/9/2026 6:19 PM
5	I don't understand the full ramifications of this proposal. e.g., Who pays for it?	5/7/2026 2:37 PM

Q8 40 responses

Do you support these Tenant Protections concepts?



#	IS THERE ANYTHING ELSE THAT WE SHOULD CONSIDER?	DATE
1	We support but have concerns. First, extending the state statutory 14-day first right of refusal to 120 days is an extreme difference that could produce unintended consequences for both owners and tenants. We agree that allowing tenants more than 14 days to organize and make an offer would be beneficial, but 120 days is the extreme end of the spectrum and could actually cause potential offers to fall through and/or prevent offers from being made in the first place. If an owner is selling the property due to financial hardship, not being able to sell the property in a timely manner could hurt the tenants in the long run if they are unable to purchase the property and the owner is forced to close and relocate them. A 30-day timeframe would be advisable and definitely no more than 60 days. Our second and most significant concern involves the proposed language regarding tenant relocation in the event of a park closure or conversion. As drafted, this section raises several implementation questions that suggest it may not yet be thoroughly vetted, and vests considerable discretionary authority in the City over a process to which it is not a direct party— creating potential for delays that could ultimately harm the very tenants the Council seeks to protect. We respectfully ask the Council to consider the following: • Will the City be providing a standardized template for the relocation plan? • Who determines whether or not a relocation coordinator is required? The language says “may require,” but what is the criteria for determining if it is or isn’t required? • If a relocation coordinator is required, is there a cost? If yes, who pays for it? • What if there are other factors at play that are determining the date of the closure of the park other than the City’s approval? Item D under the relocation plan section says it may not close until the City approves it, but the City may not be the only factor at play. For example, if an owner is going through bankruptcy, the courts may have already declared a closure date for the park. Taken together, these questions point to a need for greater specificity before the relocation provisions can function as intended. This leads to our third and final concern, which is that the proposed penalties are substantial and punitive, even in circumstances where the closure is not the owner’s choice or within their control. The proposed language states that any violation of this chapter shall constitute a civil violation subject to penalties under the Ashland Municipal Code, and that each affected household shall constitute a separate violation. In a park with dozens of households, this structure could expose an owner to substantial cumulative liability, even in circumstances where the closure is not their choice or within their control. In situations driven by financial distress, legal proceedings, or other external factors, penalties of this magnitude risk producing outcomes that are neither fair nor consistent with the Council’s perceived intent of the language.	5/28/2026 11:32 AM
2	Regular rent increases aretoo often unrasonable	5/18/2026 8:07 AM
3	Generally these are good, but again, I don't understand the full ramifications of it. e.g., How	5/7/2026 2:38 PM

	long a notice of sale? What kind of relocation plan? There are a lot of "iffy" things in this.	
4	do not allow "redevelopment" of existing parks	5/7/2026 12:47 PM

Q9 Is there anything else you would like to share about the Manufactured Home Park Code Project?

Answered: 17 Skipped: 29

#	RESPONSES	DATE
1	While the code changes are excellent in theory, it is important to ensure that there is adequate support for resources to be made available for residents so that they can be informed and empowered to pursue the option to purchase	5/30/2026 1:01 PM
2	Thank you 😊	5/30/2026 7:22 AM
3	On behalf of the Rogue Valley Association of REALTORS, we share the Council's commitment to protecting tenants and preserving affordable housing in Ashland, and we believe that balance is achievable. The concerns outlined above are offered in that spirit: to ensure the final ordinance is clear, workable, and protective of the residents it intends to serve without creating unintended consequences for the owners who make that housing possible. As representatives for many of the property owners and consumers of real estate services in Ashland, including those in manufactured home parks, we ask that we be granted standing in any public process you undergo. As you review and consider any proposals, please consider us as a resource, willing to offer our assistance and insights about how proposed changes might impact housing supply and property rights. As REALTORS®, we are intimately acquainted with both residential and commercial properties and the rights and usage expectations that the owners and tenants of those properties have. We would be privileged to assist in any way necessary and to answer questions you may have.	5/28/2026 11:33 AM
4	Please leave the existing parks alone. (Wingspread and Tolman Creek Park).	5/21/2026 7:59 PM
5	Leave the existing parks alone	5/21/2026 12:00 PM
6	This would help Ashland be more affordable for its working class.	5/18/2026 7:49 AM
7	Allow tenants to band together to have first right of refusal if the park is put up for sale.	5/15/2026 7:52 PM
8	Let individual homeowners to choose exterior paint colors, roof colors.	5/15/2026 6:01 PM
9	It looks good, except for the part about have businesses selling things and providing services for a profit. It's people's homes. Commercial activity in one's home is disruptive to the feeling of home.	5/10/2026 2:56 PM
10	Manufactured Homes are one of the last affordable housing options. These parks are a crucial lifeline and their affordability must be preserved.	5/10/2026 8:34 AM
11	these are some of the most vulnerable people in our community, don't make it harder for them.	5/9/2026 6:21 PM
12	Work with CASA to develop owner coop parks😌	5/8/2026 3:37 PM
13	No.	5/8/2026 1:15 PM
14	I encourage tenant or municipal ownership for any new or to be sold parks.	5/8/2026 11:48 AM
15	I strongly support efforts to build affordable manufactured home parks and to allow manufactured homes on any buildable lot in Ashland or in the county.	5/8/2026 11:28 AM
16	I am so grateful that we will be able to stay in our homes. Many of us are older, and moving is really tough.	5/7/2026 2:39 PM
17	thank you for preventing parks from being "redeveloped" as at Wingspread and possibly others, the setting and landscape cannot be replaced!	5/7/2026 12:49 PM

Ashland Manufactured Housing Survey

Welcome!

This survey asks for your feedback on proposed updates to Ashland's development code related to manufactured home parks.

The proposed changes aim to:

- **Support housing affordability**
- **Improve park design and flexibility**
- **Protect residents and tenants**

Below you will find summaries of the proposed updates. Please review each summary and share your thoughts. If you would like to view the detailed code recommendations and changes, please review the code matrix.

There are eight questions in total. Two general questions are located on this page, while each survey question regarding the concepts has it's own page. The survey will take between 5 and 10 minutes of your time, thank you!

1. What is your experience with manufactured home parks in Ashland?

- ◯ I live in a park
- ◯ I know someone who lives in a park
- ◯ I live near a park
- ◯ I am not familiar with manufactured home parks in Ashland

2. Would you support creating a protective zoning designation for manufactured home parks in Ashland?

- ◯ Yes
- ◯ No
- ◯ Not sure

Ashland Manufactured Housing Survey

Park Design

Proposal:

- **Allow for more dwelling units and a variety of hosing types in Manufactured Home Parks (manufactured homes, recreational vehicles, prefabricated homes).**
- **Allow for more flexibility for home placement.**

3. Do you support these Park Design concepts?

- ◯ Yes
- ◯ No
- ◯ Is there anything else that we should consider?

Ashland Manufactured Housing Survey

Park Landscaping & Open Space

Proposal:

- **Maintain current open space standards.**
- **Increase the amount of landscaped areas.**

4. Do you support these Park Landscaping & Open Space concepts?

- ◯ Yes
- ◯ No
- ◯ Is there anything else that we should consider?

Ashland Manufactured Housing Survey

Home Size & Flexibility

Proposal:

- **Allow for a variety of home sizes.**
- **Allow two small homes on one lot.**

5. Do you support these Home Size & Flexibility concepts?

- ◯ Yes
- ◯ No
- ◯ Is there anything else that we should consider?

Ashland Manufactured Housing Survey

Community Spaces

Proposal:

- **Allow community spaces such as clubhouses, gathering spaces, laundry facilities, or recreation areas.**
- **Allow small commercial uses (such as retail, offices, or food service) through a conditional review process.**

6. Do you support these Community Spaces concepts?

- ◯ Yes
- ◯ No
- ◯ Is there anything else that we should consider?

Ashland Manufactured Housing Survey

Nonconforming Parks

Proposal:

- **Allow manufactured home parks to apply for a Conditional Use Permit (CUP) to upgrade park features and infrastructure.**

7. Do you support this Nonconforming Parks concept?

- ◯ Yes
- ◯ No
- ◯ Is there anything else that we should consider?

Ashland Manufactured Housing Survey

Tenant Protections

Proposal:

- **Require manufactured home park sale notices and additional tenant protections.**
- **Require a relocation plan if a park is sold for redevelopment.**
- **Enforce anti-harassment protections for tenants.**

8. Do you support these Tenant Protections concepts?

- ◯ Yes
- ◯ No
- ◯ Is there anything else that we should consider?

Ashland Manufactured Housing Survey

Thank you!

Thank you for taking the survey. Your input will be used to inform the final Manufactured Home Park code changes.

To stay updated on the code update process, please visit the project webpage.

9. Is there anything else you would like to share about the Manufactured Home Park Code Project?

BEFORE THE CITY COUNCIL
CITY OF ASHLAND, JACKSON COUNTY, OREGON

July 21, 2026

In the matter of Planning Action #PA-L-2026-00018 which includes amendments to Ashland Municipal Code (AMC) Title 18 Land Use concerning the addition of a Manufactured Home Park Zone (MHPZ) and associated amendments, and to the Zoning and Comprehensive Plan Maps, and the addition of a new Chapter 10.116 establishing notice of sale, opportunity to purchase, relocation standards, and tenant protections for manufactured home park residents	)	FINDINGS OF FACT AND CONCLUSIONS OF LAW

PURPOSE:
The proposal includes a series of legislative amendments to the Ashland Municipal Code (AMC) intended to modernize and expand regulations governing manufactured housing and manufactured housing developments, establish a new Manufactured Home Park (MHP) zoning framework, and incorporate tenant protection and relocation provisions related to manufactured home park closures, conversions, or redevelopment. As used herein manufactured home park, manufactured housing development, and manufactured dwelling parks are synonymous and may be used interchangeably.

Amendments were initiated by the City's Housing Production Strategy, namely Strategy G which states, "*Maintain quality and support preservation of existing manufactured home parks*". The amendments are intended to support housing preservation, affordability, expand opportunities for manufactured housing as a component of Ashland's housing supply, improve clarity and consistency in development standards, and align local regulations with current state standards and evolving housing needs. The amendments also seek to support reinvestment in existing manufactured housing developments while improving long-term habitability.

Implementation is achieved through a series of coordinated amendments to AMC Title 18 Land Use and related municipal code provisions. The amendments revise standards for individual manufactured homes, update development standards for manufactured housing developments, modify Performance Standards Option (PSO) provisions to better accommodate cottage housing and manufactured housing developments, and establish new notice, relocation, and tenant protection requirements applicable to manufactured home park sales, closures, and conversions.

PUBLIC HEARINGS:
Notice was published in The Ashland News on May 14, 2026, for public hearings before the Planning Commission and the Ashland City Council. A public hearing was held at the

Planning Commission on June 9, 2026, and at the City Council on June 16, 2026. Notice was also sent to the Department of Land Conservation and Development on April 3, 2026.

SUMMARY OF AMENDMENTS

The amendments revise multiple sections of the Ashland Municipal Code relating to manufactured housing, manufactured housing developments, Performance Standards Option (PSO) procedures, and manufactured home park tenant protections.

The map amendments are intended to align existing manufactured housing communities with the updated regulatory framework and to provide greater clarity and consistency in the administration of manufactured housing standards citywide.

The Manufactured Home Park Zone (MHPZ) is proposed for four existing manufactured housing communities. Two are located within the Ashland city limits and two are located within the Ashland Urban Growth Boundary (UGB):

- Wingspread Manufactured Home Park is located at 321 Clay Street (Map 391E11 Tax Lot 3000). The park encompasses around 20 acres and contains approximately 116 dwelling units. The property is currently zoned Residential Low Density Multiple Family (R-2).
- Tolman Creek Manufactured Home Park is located at 215 Tolman Creek Road (Map 391E11 Tax Lots 3100 and Map 391E11CA Tax Lot 2900). The park encompasses about seven acres and contains approximately 38 dwelling units. The property is currently zoned Suburban Residential (R-1-3.5).
- Siskiyou Village Manufactured Home Park is located at 2799 Siskiyou Boulevard (Map 391E14D Tax Lot 700). The park contains approximately 49 dwelling units. The property is located within the Ashland Urban Growth Boundary but outside the city limits.
- Nauvoo Park Estates is located at 2020 North Highway 99 (Map 381E31 Tax Lot 600). The park contains more than 42 dwelling units. The property is located within the Ashland Urban Growth Boundary but outside the city limits.

The purpose of the Manufactured Home Park Zone is to preserve existing manufactured housing communities as an important source of affordable housing within Ashland and the surrounding urban area. The amendments are intended to support the long-term viability of manufactured housing developments, provide greater regulatory clarity, and establish tenant protections related to park sale, closure, conversion, and redevelopment. The amendments are also intended to support preservation of existing affordable housing stock and reduce displacement risks for manufactured home park residents.

Code Amendments
Amendments to AMC Title 18 Land Use and related municipal code provisions to implement the Manufactured Home Park Zone and associated manufactured housing standards include:

AMC 18.2.2.030	• Add the Manufactured Home Park Zone (MHPZ) to the Allowed Uses by Zone table. • Update the childcare facilities to be permitted on lands zoned for multi-unit residential or institutional uses to comply with HB 3560. • Update residential treatment facilities and residential homes to be permitted on lands zoned for residential, commercial, employment, industrial, and public lands (excluding parks) to comply with HB 2005.
AMC 18.2.3.170	• Revise standards for manufactured homes on individual lots to comply with state-required clear and objective standards to comply with HB 2347 and ORS 197A.400.
AMC 18.2.3.180	• Revise manufactured housing development standards to implement updated clear and objective standards. • Update density, dimensional, and design standards to support higher-density manufactured housing developments. • Remove minimum lot size standards and instead reference applicable building and fire code requirements. • Revise maximum lot coverage standards to allow up to 65 percent lot coverage. • Update setback standards to reference applicable building and fire code separation requirements and allow limited encroachments for porches and decks where compliant with applicable codes. • Update private street and circulation standards, including turnaround requirements consistent with applicable fire code standards. • Add permanent pedestrian walkway and ADA accessibility requirements.

	• Update landscaping standards and require landscaped open areas for a minimum of 35 percent of site area. • Update common open space and amenity standards. • Add standards for community-serving buildings, including permitted and conditional accessory uses. • Revise manufactured housing unit standards, including removal of minimum size, width, and patio requirements and allowing smaller units under 500 square feet to count toward density calculations at a reduced ratio. • Revise standards applicable to nonconforming manufactured housing developments to allow phased or partial compliance approaches.
AMC 18.3.9.020	• Revise Performance Standards Option (PSO) applicability provisions to allow cottage housing and manufactured housing developments to utilize PSO procedures.
AMC 18.3.9.030	• Add references to AMC 18.2.3.180 within PSO Overlay applicability standards.
AMC 18.3.9.040	• Revise outline plan procedures to exempt manufactured housing developments and cottage housing developments from certain outline approval submittal requirements.
AMC 18.5.8.050	• Revise annexation standards to exempt manufactured home parks from residential annexation affordability requirements and allow manufactured housing developments up to 18 dwelling units per acre upon annexation.
AMC 18.6.1.030	• Add and revise definitions related to manufactured housing, including Manufactured Dwelling, Prefabricated Dwelling, Manufactured Dwelling Park, Recreational Vehicle, and Proportionate Impact.
AMC 10.116	• Add a new chapter establishing standards related to manufactured home park sale, closure, conversion, and tenant protections, including notice requirements, opportunity to purchase provisions, relocation assistance standards, relocation plan review procedures, anti-harassment provisions, notice requirements to City housing staff, and enforcement provisions.

Map Amendments
Map amendments to implement the Manufactured Home Park Zone and related changes include:

- On the Comprehensive Plan Map, applying the Manufactured Home Park designation to the two manufactured housing properties located within the Ashland Urban Growth Boundary but outside the City limits, and to those parks being rezoned within the City limits.
- On the Zoning Map, applying the Manufactured Home Park Zone (MHPZ) to two manufactured housing properties located within the Ashland city limits.
- On the Zoning Map, removing the existing Residential Low Density Multiple Family (R-2) zoning designation from the applicable manufactured housing properties identified above.
- On the Zoning Map, removing the existing Suburban Residential (R-1-3.5) zoning designation from the applicable manufactured housing property identified above.

Amendments to the Zoning Map are adopted as Exhibit A to Ordinance #3297. Amendments to the Comprehensive Plan Map are adopted as Exhibit A to Ordinance #3298.

REVIEW CRITERIA
The decision of the City Council together with the recommendation by the Planning Commission was based on consideration and findings of consistency with the following factors.

A. Consistency with City of Ashland approval criteria for legislative amendments, AMC 18.5.9.020.B.
B. Consistency with City of Ashland Comprehensive Plan and Other City Policies.
C. Consistency with Oregon Statewide Planning Goals.

EVALUATION AND COUNCIL FINDINGS:
A. Consistency with City of Ashland approval criteria for legislative amendments and zoning map amendments, AMC 18.5.9.020.B

18.5.9.020 Applicability and Review Procedure
Applications for Plan Amendments and Zone Changes are as follows:

B. Type III. *It may be necessary from time to time to make legislative amendments in order to conform with the Comprehensive Plan or to meet other changes in circumstances or conditions. The Type III procedure applies to the creation, revision, or large-scale implementation of public policy requiring City Council approval and enactment of an ordinance; this includes adoption of regulations, zone changes for large areas, zone changes requiring comprehensive plan amendment, comprehensive plan map or text amendment, annexations (see chapter 18.5.8 for annexation information), and urban growth boundary amendments. The following planning*

actions shall be subject to the Type III procedure.

1. *Zone changes or amendments to the Zoning Map or other official maps, except where minor amendments or corrections may be processed through the Type II procedure pursuant to subsection 18.5.9.020.A, above.*
2. *Comprehensive Plan changes, including text and map changes or changes to other official maps.*
3. *Land Use Ordinance amendments.*
4. *Urban Growth Boundary amendments.*

Finding: Ashland Municipal Code (AMC) 18.5.9.020.B permits legislative amendments to meet changes in circumstances and conditions.

The City Council finds that the amendments are necessary to modernize the City's manufactured housing regulations, address barriers to housing affordability and housing choice, support reinvestment in existing manufactured housing communities, and implement updated development and tenant protection standards consistent with contemporary housing needs and state policy direction.

The amendments revise and clarify existing development standards, create additional flexibility for manufactured housing development, and establish new tenant protection provisions applicable to manufactured home park closures and conversions. The amendments also support broader City goals related to housing production, affordability, neighborhood livability, and efficient use of land and infrastructure.

The Council finds that amendments with regard to childcare facilities, residential treatment facilities and residential homes for consistency with Oregon House Bills **2005** and **3560** revise the 'Allowed Uses' Table in AMC 18.2.2.030 to permit childcare facilities, residential treatment facilities and residential homes in all zoning districts as required by state law, including within the proposed Manufactured Home Park Zone, to meet changes in circumstances and conditions with the passage of new state legislation.

The Council finds the land use ordinance and map amendments are consistent with Ashland Municipal Code (AMC) 18.5.9.020.B.

B. Consistency with the Ashland Comprehensive Plan and other City Policies

The *Ashland Comprehensive Plan* Goal 6.10.1 states, "*Ensure a range of different dwelling types that provide living opportunities for the total cross section of Ashland's population.*" Policy 3 states, "*Integrate housing with other compatible land uses through flexible zoning provisions.*"

The amendments expand opportunities for manufactured housing development within the city. The amendments also increase flexibility for smaller manufactured housing units and density standards that can support additional affordable housing opportunities.

The *Ashland Comprehensive Plan* Housing Goal 6.10.2 states, "*Support the creation and*

preservation of housing that is affordable to low- and moderate-income households and that is commensurate with the incomes of Ashland's workforce."

Manufactured housing represents one of the most affordable forms of ownership housing available within the community. The amendments support the preservation and improvement of existing manufactured housing developments while facilitating opportunities for additional manufactured housing units and reinvestment in aging manufactured home parks.

The tenant protection and relocation provisions further support housing stability for residents of manufactured home parks by requiring notice, relocation planning, and opportunities for tenant organizations to participate in potential park purchases.

Ashland's Housing Goal 6.10.3 encourages housing development patterns that reduce environmental impacts and support efficient land use. It states, "*Integrate housing with other compatible land uses through flexible zoning provisions.*" The amendments support compact housing forms within existing urbanized areas served by public infrastructure and transportation systems. Increasing allowable densities and reducing unnecessary dimensional constraints within manufactured housing developments supports more efficient use of land while preserving flexibility in site design.

The City Council finds and determines that the land use ordinance and map amendments are consistent with the *Ashland Comprehensive Plan* and other adopted long-range plans.

C. Consistency with Oregon Statewide Planning Goals

The *Ashland Comprehensive Plan* was originally adopted by the City Council on November 2, 1982, and acknowledged by the Land Conservation and Development Commission on Oct 7, 1983. Numerous updates were completed and acknowledged since the originally acknowledged plan including but not limited to: Chapter III Citizens Participation and Involvement (2016), Chapter IV Environmental Resources (1991), Chapter V Population Projection and Growth (1991), Chapter VI Housing Element (2019), Chapter VII Economy (1991), Chapter VIII Parks, Open Space and Aesthetics (1991), Chapter X Transportation (1996), Chapter XI Energy, Air, Water, Conservation (1991), and Chapter XIC Regional Plan Element (2012). Technical reports and supporting documents were also acknowledged and adopted as part of the *Ashland Comprehensive Plan* and include but are not limited to the following: Croman Mill Site Redevelopment Plan (2008), Normal Neighborhood Plan Framework (2015), Local Wetland Inventory and Assessment and Riparian Corridor Inventory (2009), Housing Capacity Analysis, (2021), Buildable Lands Inventory (2019), and Transportation System Plan Update (2013). The City follows the post-acknowledgement plan amendment (PAPA) process to update the Plan with new state and regional regulations as necessary and relies in part upon these prior state review processes to demonstrate compliance with all necessary requirements.

GOAL 1: CITIZEN INVOLVEMENT

To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Finding: The City provided opportunities for public involvement through public hearings, public notice procedures, Management Advisory Committee (MAC) review, Housing and Human Services Advisory Committee (HHSAC) review, Planning Commission (PC) review, and City Council (CC) review consistent with adopted public participation procedures. Interested agencies, residents, manufactured home park residents, housing advocates, and property owners had opportunities to provide testimony throughout the process. All of the aforementioned meetings were conducted as hybrid meetings to provide opportunities to engage in person or virtually.

The project included a code audit and development of code concepts. Stakeholder interviews and a review of case studies informed code concepts. A joint study session between HHSAC, PC, CC was held on January 27, 2026, to inform each group of the planning process thus far. The code changes were reviewed by the MAC on March 11, 2026; the HHSAC on April 23, 2026; and the Planning Commission on April 28, 2026. The MAC met three times over the course of the project to give feedback. The Planning Commission conducted a public hearing on June 9, 2026, to inform their recommendation to the Council, and the City Council held a study session on June 15, 2026 and then conducted a public hearing and first reading of the proposed ordinances on June 16, 2026 and second reading on July 21, 2026.

A project web page at https://www.ashlandoregon.gov/1197/Manufactured-Home-Park-Zone hosted the project background materials, meeting materials, and map and code amendments. The web page was available throughout the duration of the project and was included in all meeting notices and announcements. An online survey provided an opportunity for public review of and comment on the recommended code changes. An online survey gathered input on recommended code changes. It was open from April 27 to May 31, 2026. The survey received 46 respondents. This Goal is met.

GOAL 2: LAND USE PLANNING
To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual bases for such decisions and actions.

Finding: The amendments are consistent with the City's acknowledged Comprehensive Plan and implement adopted housing and land use policies related to housing choice, affordability, and efficient urban development. The create new Comprehensive Plan and Zoning map designations for manufactured home parks and revise development standards for manufactured homes on individual lots and within parks. This Goal is met.

GOAL 3: AGRICULTURAL LANDS
To preserve and maintain agricultural lands.

Finding: The proposal does not propose any land use regulation changes to agricultural lands outside of the Ashland UGB. This Goal is not applicable.

GOAL 4: FOREST LANDS
To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

Finding: The proposal does not propose any land use regulation changes to forest lands outside of the Ashland UGB. This Goal is not applicable.

GOAL 5: NATURAL RESOURCES, SCENIC AND HISTORIC AREAS, AND OPEN SPACES
To protect natural resources and conserve scenic and historic areas and open spaces.

Finding: The City's acknowledged Comprehensive Plan includes Goal 5 resource protections. The amendments do not alter Goal 5 inventories or protection programs. This Goal is met.

GOAL 6: AIR, WATER AND LAND RESOURCES QUALITY
To maintain and improve the quality of the air, water and land resources of the state.

Finding: The City's acknowledged Comprehensive Plan complies with this goal and the proposal does not modify the goals and policies related solid waste; water waste; noise and thermal pollution, air pollution, and industry-related contaminants; and air, noise, and thermal pollution. This Goal is met.

GOAL 7: AREAS SUBJECT TO NATURAL HAZARDS
To protect people and property from natural hazards.

Finding: The City's acknowledged Comprehensive Plan complies with this goal and the proposal does not modify the goals and policies related to Goal 7. This Goal is met.

GOAL 8: RECREATIONAL NEEDS
To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Finding: The City's acknowledged Comprehensive Plan complies with this goal and the proposal does not modify the existing goals and policies related to Goal 8 and recreational needs. This Goal is met.

GOAL 9: ECONOMIC DEVELOPMENT
To provide adequate opportunities throughout the state for a variety of economic activities vital to health, welfare, and prosperity of Oregon's citizens.

Finding: The City's acknowledged Comprehensive Plan complies with this goal and the

proposal does not modify the existing goals and policies related to Goal 9 and economic development. This Goal is met.

GOAL 10: HOUSING
To provide for the housing needs of citizens of the state.

Finding: The Statewide Planning Program requires each city to inventory its buildable residential lands, project future housing needs, and provide the appropriate types and amounts of land within the UGB necessary to meet those needs. The Housing Element of the *Ashland Comprehensive Plan* was amended and acknowledged in 2019. The City of Ashland has an acknowledged Housing Capacity Analysis (2021), Housing Production Strategy (2023), and Buildable Lands Inventory (2024) which provide a factual basis for needed housing types and available land supply. The Housing Capacity Analysis determined that Ashland is in need of more affordable housing types, "*Ashland has unmet needs for affordable housing. Ashland has unmet housing needs for households with extremely-low and very-low-income households, as well as households with low- and middle-income. The forecast shows 273 of Ashland's new households will have incomes of $32,600 (in 2019 dollars) or less. These households can afford monthly housing costs of $820, which is considerably below market rate rents starting around $1,145 for a two-bedroom unit. About 127 of Ashland's new households will have incomes between $32,600 and $52,000 and can afford $820 to $1,300 in monthly housing costs*". It has also determined that, "*Manufactured homes provide a source of affordable housing in Ashland. They provide a form of homeownership that can be made available to low- and moderate-income households. Cities are required to plan for manufactured homes—both on lots and in parks (ORS 197.475-492)*". The Housing Production Strategy has identified preservation of manufactured home parks as an identified strategy for housing need within the city. The City has zoning standards relating to residential development including provisions for housing density, setbacks, lot coverage, types, and development in environmentally or physically constrained areas.

The amendments support Goal 10 and Strategy G "*Maintain quality and support preservation of existing manufactured home parks*" within the Housing Production Strategy by:

- Expanding opportunities for manufactured housing development;
- Increasing allowable densities within manufactured housing developments;
- Removing unnecessary dimensional constraints;
- Allowing smaller manufactured housing units;
- Supporting preservation and modernization of existing manufactured housing communities; and
- Providing greater housing stability through tenant protection and relocation standards.

The City's acknowledged Comprehensive Plan complies with this goal. Manufactured

housing developments provide important housing opportunities for workforce households and support broader economic development objectives by increasing housing availability and affordability. The amendments support reinvestment in existing manufactured housing communities and allow community-serving uses that improve livability for residents. This Goal is met.

GOAL 11: PUBLIC FACILITIES AND SERVICES
To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: The City has master plans in place for water, wastewater and stormwater that address population growth in the Ashland city limits and UGB. The Water Master Plan was completed in 2020 and projects and plans for an adequate water supply for a 20-year planning period. The Wastewater Master Plan was completed in 2012 and projects and plans for an adequate water supply for a 20-year planning period. The Stormwater and Drainage Master Plan was completed in 2020 and projects and plans for an adequate water supply for a 20-year planning period.

The amendments apply within the existing urbanized area served by public infrastructure and utilities. Individual development proposals will continue to be required to demonstrate adequate public facility capacity and compliance with applicable utility standards. This Goal is met.

GOAL 12: TRANSPORTATION
To provide and encourage a safe, convenient and economic transportation system.

Finding: The City has an acknowledged *Transportation System Plan* (2013). The transportation system is planned to accommodate the population growth of the community for the 20-year planning period.

The amendments support compact residential development patterns and improve internal pedestrian circulation standards within manufactured housing developments. The amendments do not reduce existing transportation requirements or planned transportation improvements. This Goal is met.

GOAL 13: ENERGY CONSERVATION
To conserve energy.

Finding: The City's acknowledged Comprehensive Plan complies with this goal. The amendments enhance compliance by increasing the density of residential uses within manufactured home parks. Density supports efficient land use patterns and compact housing forms consistent with energy conservation objectives. This Goal is met.

GOAL 14: URBANIZATION
To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries,

to ensure efficient use of land, and to provide for livable communities.

Finding: The amendments apply within the City limits and Urban Growth Boundary and support efficient use of urban land and infrastructure without expanding the Urban Growth Boundary. This Goal is met.

GOAL 15: WILLAMETTE RIVER GREENWAY
To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.

Finding: The affected areas are not located within or adjacent to the Willamette River Greenway. Therefore, Goal 15 is not applicable.

GOAL 16: ESTUARINE RESOURCES
To recognize and protect the unique environmental, economic and social values of each estuary and associated wetlands; and to protect, maintain, where appropriate develop, and where appropriate restore the long-term environmental, economic, and social values, diversity and benefits of Oregon's estuaries

Finding: The affected areas are not located within the or adjacent to a designated estuarine resource. Therefore, Goal 16 is not applicable.

GOAL 17: COASTAL SHORELANDS
To conserve, protect, where appropriate, develop and where appropriate restore the resources and benefits of all coastal shorelands, recognizing their value for protection and maintenance of water quality, fish and wildlife habitat, water dependent uses, economic resources and recreation and aesthetics. The management of these shoreland areas shall be compatible with the characteristics of the adjacent coastal waters; and to reduce the hazard to human life and property, and the adverse effects upon water quality and fish and wildlife habitat, resulting from the use and enjoyment of Oregon's coastal shorelands.

Finding: There are no coastal shorelands within the vicinity of Ashland, therefore, Goal 17 is not applicable.

GOAL 18: BEACHES & DUNES
To conserve, protect, where appropriate develop, and where appropriate restore the resources and benefits of coastal beach and dune areas; and to reduce the hazard to human life and property from natural or man-induced actions associated with these areas.

Finding: There are no designated beaches or dunes within the vicinity of Ashland, therefore, Goal 18 is not applicable.

GOAL 19: OCEAN RESOURCES
To conserve marine resources and ecological functions for the purpose of providing long-term ecological, economic, and social value and benefits to future generations.

Finding: There are no designated ocean resources within the vicinity of Ashland, therefore, Goal 19 is not applicable.

The City Council finds that the amendments are consistent with Oregon Statewide Planning Goals.

OVERALL COUNCIL CONCLUSIONS

The City Council finds and determines the approval criteria for this decision have been fully met, based on the detailed findings set forth herein, the detailed findings and analysis of the Planning Commission, and supporting documents together with all staff reports and supporting materials in the whole record.

Specifically, the Council finds that the proposed Comprehensive Plan map, Zoning map, and land use code amendments are consistent with City of Ashland approval criteria for Comprehensive Plan and Zoning map amendments, and land use ordinance amendments as set forth in AMC 18.5.9.020.B and are consistent with the City of *Ashland Comprehensive Plan* and other City policies. The Council finds and determines that the amendments are consistent the Oregon Statewide Planning Goals and OAR 660-012-0310 through -0330.

Accordingly, based on the above Findings of Fact and Conclusions of Law, and based upon the evidence in the whole record, the City Council hereby APPROVES the ADOPTION of the following amendments to AMC Title 18 Land Use and to the Comprehensive Plan and Zoning & Land Use Controls maps, and the addition of a new Chapter 10.116 establishing tenant protections for manufactured home park residents as reflected in the attached ordinances.

Ashland City Council Approval

_____ _____

Tonya Graham, Mayor Date

Signature authorized and approved by the full Council this 21st day of July, 2026.

Attest:

_____ _____

Alissa Kolodzinski, City Recorder Date

Approved as to form:

_____ _____

Johan Pietila, City Attorney Date

Enrolled
House Bill 4064

Introduced and printed pursuant to House Rule 12.00. Presession filed (at the request of House Interim Committee on Housing for Representative Pam Marsh)

CHAPTER .....

AN ACT

Relating to manufactured structures; creating new provisions; amending ORS 62.803, 90.230, 174.101, 197.286, 197.307, 197.312, 197.314, 197.485, 197.492, 215.010, 307.651, 446.003, 458.352, 458.356 and 458.358 and section 18, chapter 401, Oregon Laws 2019; repealing ORS 446.007; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SITING MANUFACTURED HOMES AND PREFABRICATED STRUCTURES

SECTION 1. ORS 197.314 is amended to read:

197.314. (1) [*Notwithstanding ORS 197.296, 197.298, 197.299, 197.301, 197.302, 197.303, 197.307, 197.312 and 197.313, within urban growth boundaries each city and county shall amend its comprehensive plan and land use regulations for all land zoned for single-family residential uses to allow for siting of manufactured homes as defined in ORS 446.003. A local government may only subject the siting of a manufactured home allowed under this section to regulation as set forth in ORS 197.307 (8).*] **Notwithstanding any other provision in ORS 197.286 to 197.314, within an urban growth boundary, a local government shall allow the siting of manufactured homes and prefabricated structures on all land zoned to allow the development of single-family dwellings.**

[*(2) Cities and counties shall adopt and amend comprehensive plans and land use regulations under subsection (1) of this section according to the provisions of ORS 197.610 to 197.651.*]

[*(3)*] **(2)** [*Subsection (1) of*] This section does not apply to any area designated in an acknowledged comprehensive plan or land use regulation as a historic district or residential land immediately adjacent to a historic landmark.

[*(4) Manufactured homes on individual lots zoned for single-family residential use in subsection (1) of this section shall be in addition to manufactured homes on lots within designated manufactured dwelling subdivisions.*]

(3) Manufactured homes and prefabricated structures allowed under this section are in addition to manufactured dwellings or prefabricated structures allowed within designated manufactured dwelling subdivisions.

(4) A local government may not subject manufactured homes or prefabricated structures within an urban growth boundary, or the land upon which the homes or structures are sited, to any applicable standard that would not apply to a detached, site-built single-family dwelling on the same land, except:

(a) As necessary to comply with a protective measure adopted pursuant to a statewide land use planning goal; or

(b) To require that the manufacturer certify that the manufactured home or prefabricated structure has an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required of single-family dwellings constructed under the Low-Rise Residential Dwelling Code as defined in ORS 455.010.

(5) Within any residential zone inside an urban growth boundary where a manufactured dwelling park is otherwise allowed, a city or county [*shall*] **may** not adopt[*, by charter or ordinance,*] a minimum lot size for a manufactured dwelling park that is larger than one acre.

[*(6) A city or county may adopt the following standards for the approval of manufactured homes located in manufactured dwelling parks that are smaller than three acres:*]

[*(a) The manufactured home shall have a pitched roof, except that no standard shall require a slope of greater than a nominal three feet in height for each 12 feet in width.*]

[*(b) The manufactured home shall have exterior siding and roofing that, in color, material and appearance, is similar to the exterior siding and roofing material commonly used on residential dwellings within the community or that is comparable to the predominant materials used on surrounding dwellings as determined by the local permit approval authority.*]

[*(7)*] **(6)** This section [*shall*] **may** not be construed as abrogating a recorded restrictive covenant.

SECTION 2. ORS 197.307, as amended by section 14, chapter 401, Oregon Laws 2019, is amended to read:

197.307. (1) The availability of affordable, decent, safe and sanitary housing opportunities for persons of lower, middle and fixed income, including housing for farmworkers, is a matter of statewide concern.

(2) Many persons of lower, middle and fixed income depend on government assisted housing as a source of affordable, decent, safe and sanitary housing.

(3) When a need has been shown for housing within an urban growth boundary at particular price ranges and rent levels, needed housing shall be permitted in one or more zoning districts or in zones described by some comprehensive plans as overlay zones with sufficient buildable land to satisfy that need.

(4) Except as provided in subsection (6) of this section, a local government may adopt and apply only clear and objective standards, conditions and procedures regulating the development of housing, including needed housing. The standards, conditions and procedures:

(a) May include, but are not limited to, one or more provisions regulating the density or height of a development.

(b) May not have the effect, either in themselves or cumulatively, of discouraging needed housing through unreasonable cost or delay.

(5) The provisions of subsection (4) of this section do not apply to:

(a) An application or permit for residential development in an area identified in a formally adopted central city plan, or a regional center as defined by Metro, in a city with a population of 500,000 or more.

(b) An application or permit for residential development in historic areas designated for protection under a land use planning goal protecting historic areas.

(6) In addition to an approval process for needed housing based on clear and objective standards, conditions and procedures as provided in subsection (4) of this section, a local government may adopt and apply an alternative approval process for applications and permits for residential development based on approval criteria regulating, in whole or in part, appearance or aesthetics that are not clear and objective if:

(a) The applicant retains the option of proceeding under the approval process that meets the requirements of subsection (4) of this section;

(b) The approval criteria for the alternative approval process comply with applicable statewide land use planning goals and rules; and

(c) The approval criteria for the alternative approval process authorize a density at or above the density level authorized in the zone under the approval process provided in subsection (4) of this section.

(7) Subject to subsection (4) of this section, this section does not infringe on a local government's prerogative to:

(a) Set approval standards under which a particular housing type is permitted outright;

(b) Impose special conditions upon approval of a specific development proposal; or

(c) Establish approval procedures.

[*(8) In accordance with subsection (4) of this section and ORS 197.314, a jurisdiction may adopt any or all of the following placement standards, or any less restrictive standard, for the approval of manufactured homes located outside mobile home parks:*]

[*(a) The manufactured home shall be multisectional and enclose a space of not less than 1,000 square feet.*]

[*(b) The manufactured home shall be placed on an excavated and back-filled foundation and enclosed at the perimeter such that the manufactured home is located not more than 12 inches above grade.*]

[*(c) The manufactured home shall have a pitched roof, except that no standard shall require a slope of greater than a nominal three feet in height for each 12 feet in width.*]

[*(d) The manufactured home shall have exterior siding and roofing which in color, material and appearance is similar to the exterior siding and roofing material commonly used on residential dwellings within the community or which is comparable to the predominant materials used on surrounding dwellings as determined by the local permit approval authority.*]

[*(e) The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required of single-family dwellings constructed under the state building code as defined in ORS 455.010.*]

[*(f) The manufactured home shall have a garage or carport constructed of like materials. A jurisdiction may require an attached or detached garage in lieu of a carport where such is consistent with the predominant construction of immediately surrounding dwellings.*]

[*(g) In addition to the provisions in paragraphs (a) to (f) of this subsection, a city or county may subject a manufactured home and the lot upon which it is sited to any development standard, architectural requirement and minimum size requirement to which a conventional single-family residential dwelling on the same lot would be subject.*]

SECTION 3. ORS 197.485 is amended to read:

197.485. (1) A jurisdiction may not prohibit placement of a manufactured dwelling, due solely to its age, in a mobile home or manufactured dwelling park in a zone with a residential density of eight to 12 units per acre.

(2) A jurisdiction may not prohibit placement of a manufactured dwelling, due solely to its age, on a buildable lot or parcel located outside urban growth boundaries or on a space in a mobile home or manufactured dwelling park, if the manufactured dwelling is being relocated due to the closure of a mobile home or manufactured dwelling park or a portion of a mobile home or manufactured dwelling park.

(3) A jurisdiction may not prohibit the placement of a prefabricated structure in a mobile home or manufactured dwelling park.

[*(3)*] **(4)** A jurisdiction may impose reasonable safety and inspection requirements for homes that were not constructed in conformance with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S.C. 5403).

SECTION 4. ORS 197.312 is amended to read:

197.312. (1) A [*city or county*] **local government** may not [*by charter*] prohibit from all residential zones attached or detached single-family housing, multifamily housing for both owner and renter occupancy**,** [*or*] manufactured homes **or prefabricated structures**. A city or county may not [*by*

charter] prohibit government assisted housing or impose additional approval standards on government assisted housing that are not applied to similar but unassisted housing.

(2)(a) A single-family dwelling for a farmworker and the farmworker's immediate family is a permitted use in any residential or commercial zone that allows single-family dwellings as a permitted use.

(b) A city or county may not impose a zoning requirement on the establishment and maintenance of a single-family dwelling for a farmworker and the farmworker's immediate family in a residential or commercial zone described in paragraph (a) of this subsection that is more restrictive than a zoning requirement imposed on other single-family dwellings in the same zone.

(3)(a) Multifamily housing for farmworkers and farmworkers' immediate families is a permitted use in any residential or commercial zone that allows multifamily housing generally as a permitted use.

(b) A city or county may not impose a zoning requirement on the establishment and maintenance of multifamily housing for farmworkers and farmworkers' immediate families in a residential or commercial zone described in paragraph (a) of this subsection that is more restrictive than a zoning requirement imposed on other multifamily housing in the same zone.

(4) A city or county may not prohibit a property owner or developer from maintaining a real estate sales office in a subdivision or planned community containing more than 50 lots or dwelling units for the sale of lots or dwelling units that remain available for sale to the public.

(5)(a) A city with a population greater than 2,500 or a county with a population greater than 15,000 shall allow in areas within the urban growth boundary that are zoned for detached single-family dwellings the development of at least one accessory dwelling unit for each detached single-family dwelling, subject to reasonable local regulations relating to siting and design.

(b) As used in this subsection:

(A) "Accessory dwelling unit" means an interior, attached or detached residential structure that is used in connection with or that is accessory to a single-family dwelling.

(B) "Reasonable local regulations relating to siting and design" does not include owner-occupancy requirements of either the primary or accessory structure or requirements to construct additional off-street parking.

(6) Subsection (5) of this section does not prohibit local governments from regulating vacation occupancies, as defined in ORS 90.100, to require owner-occupancy or off-street parking.

SECTION 5. ORS 197.286 is amended to read:

197.286. As used in ORS 197.286 to 197.314 and 197.475 to 197.490:

(1) "Buildable lands" means lands in urban and urbanizable areas that are suitable, available and necessary for residential uses. "Buildable lands" includes both vacant land and developed land likely to be redeveloped.

[*(2) "Manufactured dwelling park" has the meaning given that term in ORS 446.003.*]

[*(3)*] **(2)** "Government assisted housing" means housing that is financed in whole or part by either a federal or state housing agency or a housing authority as defined in ORS 456.005, or housing that is occupied by a tenant or tenants who benefit from rent supplements or housing vouchers provided by either a federal or state housing agency or a local housing authority.

(3) "Manufactured dwelling," "manufactured dwelling park," "manufactured home" and "mobile home park" have the meanings given those terms in ORS 446.003.

[*(4) "Manufactured homes" has the meaning given that term in ORS 446.003.*]

[*(5) "Mobile home park" has the meaning given that term in ORS 446.007.*]

[*(6)*] **(4)** "Periodic review" means the process and procedures as set forth in ORS 197.628 to 197.651.

(5) "Prefabricated structure" means a prefabricated structure, as defined in ORS 455.010, that is relocatable, more than eight and one-half feet wide and designed for use as a single-family dwelling.

[*(7)*] **(6)** "Urban growth boundary" means an urban growth boundary included or referenced in a comprehensive plan.

SECTION 6. Section 18, chapter 401, Oregon Laws 2019, as amended by section 1c, chapter 422, Oregon Laws 2019, is amended to read:

Sec. 18. [*Section 9, chapter 401, Oregon Laws 2019,*] **ORS 455.616,** the amendments to ORS [*197.307,*] 446.003, 455.010, 455.135, 455.156 and 455.610 by sections 10 to [*14*] **13**, chapter 401, Oregon Laws 2019, and section 1b**, chapter 422, Oregon Laws 2019,** [*of this 2019 Act,*] and the repeal of section 2, chapter 401, Oregon Laws 2019, by section 17, chapter 401, Oregon Laws 2019, become operative on January 2, 2026.

NOTE: Sections 7 and 8 were deleted by amendment. Subsequent sections were not renumbered.

MANUFACTURED DWELLING REPLACEMENT PROGRAM

SECTION 9. ORS 458.356 is amended to read:

458.356. **(1) As used in ORS 458.356 to 458.362:**

(a) "Manufactured dwelling" means:

(A) A manufactured dwelling, as defined in ORS 446.003; or

(B) A prefabricated structure, as defined in ORS 455.010, that is relocatable, more than eight and one-half feet wide and designed for use as a single-family dwelling.

(b) "Manufactured dwelling park" has the meaning given that term in ORS 446.003.

[*(1)*] **(2)** The Housing and Community Services Department shall establish a program to provide loans to individuals to buy and site manufactured dwellings that replace older and less energy efficient manufactured dwellings, or manufactured dwellings destroyed by a natural disaster. The department may contract with local governments or public or private housing sponsors to carry out the department's responsibilities under this program.

[*(2)*] **(3)** The department may make loans under the program only to individual borrowers who:

(a) Are members of households with income that complies with income restrictions determined at the advice and consent of the Oregon Housing Stability Council, but not to exceed the greater of 100 percent of the statewide or local area median income adjusted for household size as determined annually by the Housing and Community Services Department using United States Department of Housing and Urban Development information; and

(b) Will purchase a manufactured dwelling that:

(A) Meets energy efficiency standards as prescribed by the Housing and Community Services Department;

[*(B)(i) Will be sited in a manufactured dwelling park that has registered with the department and either has entered into a regulatory agreement with the department or is negotiating a regulatory agreement that is at least partially conditioned upon the replacement of the dwelling;*]

[*(ii) Will be sited on land owned or purchased under a land sale contract by the individual borrower; or*]

[*(iii) Will be sited in a manufactured dwelling park that has been affected by a natural disaster and the department has, pursuant to rule, provided the borrower with a waiver of the requirement that the park enter into an agreement under sub-subparagraph (i) of this subparagraph; and*]

(B) Will be sited as required under subsection (4) of this section; and

(C) Will be the primary residence of the borrower throughout the term of the loan.

(4) To be eligible for a loan under this section, the borrower must site the replacement manufactured dwelling on land that is:

(a) Owned by the borrower or being purchased by the borrower under a land sale contract;

(b) In a manufactured dwelling park that has registered with the department and either has entered into a regulatory agreement with the department or is negotiating a regulatory agreement that is at least partially conditioned upon the replacement of the dwelling; or

(c) In any location, provided that the borrower has obtained a waiver from the department and is replacing a manufactured dwelling that was destroyed by a natural disaster.

[*(3)*] **(5)** The department shall prescribe by rule the maximum loan amount per individual, lending requirements and terms for loans made under this program, including:

(a) Interest rates charged to borrowers, if any;

(b) Repayment requirements, if any;

(c) Loan forgiveness opportunities, if any;

(d) Affordability requirements; and

(e) Remedies upon transfer or default.

[*(4)*] **(6)** In servicing loans under the program, the department shall deposit all moneys received into the Manufactured Home Preservation Fund established in ORS 458.366.

[*(5)*] **(7)** The council may establish priorities for evaluating loan applications and shall give consideration to prioritizing loans to borrowers who are:

(a) From low income households; and

(b) Decommissioning and replacing manufactured dwellings that are older or less resource or energy efficient.

STANDARDIZING DEFINITIONS

SECTION 10. ORS 62.803 is amended to read:

62.803. As used in ORS 62.800 to 62.815, unless the context requires otherwise:

(1) "Lienholder" means the holder of a manufactured dwelling lien:

(a) That is recorded in the deed records of the county in which the manufactured dwelling is located;

(b) That is perfected with the Department of Consumer and Business Services pursuant to ORS 446.611; or

(c) Of which a manufactured dwelling park nonprofit cooperative has actual knowledge.

(2) "Manufactured dwelling" [*has the meaning given that term in ORS 446.003*] **means:**

(a) A manufactured dwelling, as defined in ORS 446.003; or

(b) A prefabricated structure, as defined in ORS 455.010, that is relocatable, more than eight and one-half feet wide and designed for use as a single-family dwelling.

(3) "Manufactured dwelling park" has the meaning given that term in ORS 446.003.

(4) "Manufactured dwelling park nonprofit cooperative" means a cooperative corporation that:

(a) Is organized to acquire or develop, and to own, an interest in one or more manufactured dwelling parks that are primarily used for the siting of manufactured dwellings owned and occupied by members of the cooperative;

(b) Limits the use of all income and earnings to use by the cooperative and not for the benefit or profit of any individual; and

(c) Elects to be governed by ORS 62.800 to 62.815.

SECTION 11. ORS 90.230 is amended to read:

90.230. (1) If a tenancy is for the occupancy of a recreational vehicle in a manufactured dwelling park[,] **or** mobile home park**, as defined in ORS 446.003,** or recreational vehicle park, [*all*] as defined in ORS 197.492, the landlord shall provide a written rental agreement for a month-to-month, week-to-week or fixed-term tenancy. The rental agreement must state:

(a) If applicable, that the tenancy may be terminated by the landlord under ORS 90.427 without cause upon 30 or 60 days' written notice for a month-to-month tenancy or upon 10 days' written notice for a week-to-week tenancy.

(b) That any accessory building or structure paid for or provided by the tenant belongs to the tenant and is subject to a demand by the landlord that the tenant remove the building or structure upon termination of the tenancy.

(c) That the tenancy is subject to the requirements of ORS 197.493 (1) for exemption from placement and occupancy restrictions.

(2) If a tenant described in subsection (1) of this section moves following termination of the tenancy by the landlord under ORS 90.427, and the landlord failed to provide the required written

rental agreement before the beginning of the tenancy, the tenant may recover the tenant's actual damages or twice the periodic rent, whichever is greater.

(3) If the occupancy fails at any time to comply with the requirements of ORS 197.493 (1) for exemption from placement and occupancy restrictions, and a state agency or local government requires the tenant to move as a result of the noncompliance, the tenant may recover the tenant's actual damages or twice the periodic rent, whichever is greater. This subsection does not apply if the noncompliance was caused by the tenant.

(4) This section does not apply to a vacation occupancy.

SECTION 12. ORS 174.101 is amended to read:

174.101. (1) As used in the statutes of this state, "manufactured structure" has the meaning given that term in this section only if the statute using "manufactured structure" makes specific reference to this section and indicates that the term used has the meaning given in this section. As used in the statutes of this state, "recreational vehicle" has the meaning given that term in this section only if the statute using "recreational vehicle" makes specific reference to this section [*or ORS 446.007*] and thereby indicates that the term used has the meaning given in this section.

(2) "Manufactured structure" means a manufactured dwelling, as defined in ORS 446.003, or a recreational vehicle, as defined in this section.

(3) "Recreational vehicle" means a vehicle with or without motive power that is designed for use as temporary living quarters and as further defined by rule by the Director of Transportation.

SECTION 13. ORS 197.492 and 197.493 are added to and made a part of ORS 197.475 to 197.490.

SECTION 14. ORS 197.492 is amended to read:

197.492. As used in this section and ORS 197.493:

[*(1) "Manufactured dwelling park" has the meaning given that term in ORS 446.003.*]

[*(2) "Mobile home park" and "recreational vehicle" have the meanings given those terms in ORS 446.007.*]

(1) "Recreational vehicle" has the meaning given that term in ORS 174.101.

[*(3)*] **(2)** "Recreational vehicle park":

(a) Means a place where two or more recreational vehicles are located within 500 feet of one another on a lot, tract or parcel of land under common ownership and having as its primary purpose:

(A) The renting of space and related facilities for a charge or fee; or

(B) The provision of space for free in connection with securing the patronage of a person.

(b) Does not mean:

(A) An area designated only for picnicking or overnight camping; or

(B) A manufactured dwelling park or mobile home park.

SECTION 15. ORS 215.010 is amended to read:

215.010. As used in this chapter:

(1) The terms defined in ORS 92.010 shall have the meanings given therein, except that "parcel":

(a) Includes a unit of land created:

(A) By partitioning land as defined in ORS 92.010;

(B) In compliance with all applicable planning, zoning and partitioning ordinances and regulations; or

(C) By deed or land sales contract, if there were no applicable planning, zoning or partitioning ordinances or regulations.

(b) Does not include a unit of land created solely to establish a separate tax account.

(2) "Tract" means one or more contiguous lots or parcels under the same ownership.

(3) The terms defined in ORS chapter 197 shall have the meanings given therein.

(4) "Farm use" has the meaning given that term in ORS 215.203.

(5) "Recreational structure" means a campground structure with or without plumbing, heating or cooking facilities intended to be used by any particular occupant on a limited-time basis for recreational, seasonal, emergency or transitional housing purposes and may include

yurts, cabins, fabric structures or similar structures as further defined, by rule, by the Director of the Department of Consumer and Business Services.

[*(5)*] **(6)** "Recreational vehicle" has the meaning given that term in ORS 174.101.

[*(6)*] **(7)** "The Willamette Valley" is Clackamas, Linn, Marion, Multnomah, Polk, Washington and Yamhill Counties and the portion of Benton and Lane Counties lying east of the summit of the Coast Range.

SECTION 16. ORS 307.651 is amended to read:

307.651. As used in ORS 307.651 to 307.687, unless the context requires otherwise:

(1) "Governing body" means the city legislative body having jurisdiction over the property for which an exemption may be applied for under ORS 307.651 to 307.687.

(2) "Qualified dwelling unit" means a dwelling unit that, at the time an application is filed pursuant to ORS 307.667, has a market value for the land and improvements of no more than 120 percent, or a lesser percentage as adopted by the governing body by resolution, of the median sales price of dwelling units located within the city.

(3) "Single-unit housing" means a structure having one or more dwelling units that:

(a) Is, or will be, upon purchase, rehabilitation or completion of construction, in conformance with all local plans and planning regulations, including special or district-wide plans developed and adopted pursuant to ORS chapters 195, 196, 197 and 227.

(b) If newly constructed, is completed within two years after application for exemption is approved under ORS 307.674.

(c) Is designed for each dwelling unit within the structure to be purchased by and lived in by one person or one family.

(d) Has one or more qualified dwelling units within the single-unit housing.

(e) Is not a floating home, as defined in ORS 830.700, or a manufactured structure, other than a manufactured home described in ORS 197.307 (8)(a) to (f) **(2021 Edition)**.

(4) "Structure" does not include the land or any site development made to the land, as those terms are defined in ORS 307.010.

SECTION 17. ORS 446.003 is amended to read:

446.003. As used in ORS 446.003 to 446.200 and 446.225 to 446.285, [*and for the purposes of ORS chapters 195, 196, 197, 215 and 227, the following definitions apply,*] unless the context requires otherwise[*,*] or unless administration and enforcement by the State of Oregon under the existing or revised National Manufactured Housing Construction and Safety Standards Act would be adversely affected[*, and except as provided in ORS 197.746 or 446.007*]:

(1) "Accessory building or structure" means any portable, demountable or permanent structure established for use of the occupant of the manufactured dwelling and as further defined by rule by the Director of the Department of Consumer and Business Services.

(2)(a) "Alteration" means any change, addition, repair, conversion, replacement, modification or removal of any equipment or installation that may affect the operation, construction or occupancy of a manufactured dwelling.

(b) "Alteration" does not include:

(A) Minor repairs with approved component parts;

(B) Conversion of listed fuel-burning appliances in accordance with the terms of their listing;

(C) Adjustment and maintenance of equipment; or

(D) Replacement of equipment or accessories in kind.

(3) "Approved" means approved, licensed or certified by the Department of Consumer and Business Services or its designee.

[*(4) "Board" means the Residential and Manufactured Structures Board.*]

[*(5)*] **(4)** "Cabana" means a stationary, lightweight structure that may be prefabricated, or demountable, with two or more walls, used adjacent to and in conjunction with a manufactured dwelling to provide additional living space.

[*(6)*] **(5)** "Certification" means an evaluation process by which the department verifies a manufacturer's ability to produce manufactured dwellings to the department rules and to the department approved quality control manual.

[*(7)*] **(6)** "Dealer" means any person engaged in the business of selling, leasing or distributing manufactured dwellings or equipment, or both, primarily to persons who in good faith purchase or lease manufactured dwellings or equipment, or both, for purposes other than resale.

[*(8)*] **(7)** "Department" means the Department of Consumer and Business Services.

[*(9)*] **(8)** "Director" means the Director of the Department of Consumer and Business Services.

[*(10)*] **(9)** "Distributor" means any person engaged in selling and distributing manufactured dwellings or equipment for resale.

[*(11)*] **(10)** "Equipment" means materials, appliances, subassembly, devices, fixtures, fittings and apparatuses used in the construction, plumbing, mechanical and electrical systems of a manufactured dwelling.

[*(12)*] **(11)** "Federal manufactured housing construction and safety standard" means a standard for construction, design and performance of a manufactured dwelling promulgated by the Secretary of Housing and Urban Development pursuant to the federal National Manufactured Housing Construction and Safety Standards Act of 1974 (Public Law 93-383).

[*(13) "Fire Marshal" means the State Fire Marshal.*]

[*(14)*] **(12)** "Imminent safety hazard" means an imminent and unreasonable risk of death or severe personal injury.

[*(15)*] **(13)** "Insignia of compliance" means the HUD label for a manufactured dwelling.

[*(16)*] **(14)** "Inspecting authority" or "inspector" means the Director of the Department of Consumer and Business Services or representatives as appointed or authorized to administer and enforce provisions of ORS [*446.111, 446.160, 446.176*] **446.003 to 446.200**, 446.225 to 446.285, 446.310 to 446.350[,] **and** 446.990 [*and this section*].

[*(17)*] **(15)** "Installation" in relation to:

(a) Construction means the arrangements and methods of construction, fire and life safety, electrical, plumbing and mechanical equipment and systems within a manufactured dwelling.

(b) Siting means the manufactured dwelling and cabana foundation support and tiedown, the structural, fire and life safety, electrical, plumbing and mechanical equipment and material connections and the installation of skirting and temporary steps.

[*(18)*] **(16)** "Installer" means any individual licensed by the director to install, set up, connect, hook up, block, tie down, secure, support, install temporary steps for, install skirting for or make electrical, plumbing or mechanical connections to manufactured dwellings or cabanas or who provides consultation or supervision for any of these activities, except architects registered under ORS 671.010 to 671.220 or engineers registered under ORS 672.002 to 672.325.

[*(19)*] **(17)** "Listed" means equipment or materials included in a list, published by an organization concerned with product evaluation acceptable to the department that maintains periodic inspection of production of listed equipment or materials, and whose listing states either that the equipment or materials meets appropriate standards or has been tested and found suitable in a specified manner.

[*(20)*] **(18)** "Lot" means any space, area or tract of land, or portion of a manufactured dwelling park, mobile home park or recreation park that is designated or used for occupancy by one manufactured dwelling.

[*(21)(a)*] **(19)(a)** "Manufactured dwelling" means a residential trailer, mobile home or manufactured home.

(b) "Manufactured dwelling" does not include any building or structure constructed to conform to the State of Oregon Structural Specialty Code, the Low-Rise Residential Dwelling Code adopted pursuant to ORS 455.020 or 455.610 or the Small Home Specialty Code adopted under section 2, chapter 401, Oregon Laws 2019.

[*(22)(a)*] **(20)(a)** "Manufactured dwelling park" means any place where four or more manufactured dwellings or prefabricated structures, as defined in ORS 455.010, that are relocatable and more

than eight and one-half feet wide, are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent or lease space or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facilities or to offer space free in connection with securing the trade or patronage of such person.

(b) "Manufactured dwelling park" does not include a lot or lots located within a subdivision being rented or leased for occupancy by no more than one manufactured dwelling per lot if the subdivision was approved by the local government unit having jurisdiction under an ordinance adopted pursuant to ORS 92.010 to 92.192.

[*(23)(a)*] **(21)(a)** "Manufactured home," except as provided in paragraph (b) of this subsection, means a structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed in accordance with federal manufactured housing construction and safety standards and regulations in effect at the time of construction.

(b) For purposes of implementing any contract pertaining to manufactured homes between the department and the federal government, "manufactured home" has the meaning given the term in the contract.

[*(24)*] **(22)** "Manufacturer" means any person engaged in manufacturing, building, rebuilding, altering, converting or assembling manufactured dwellings or equipment.

[*(25)*] **(23)** "Manufacturing" means the building, rebuilding, altering or converting of manufactured dwellings that bear or are required to bear an Oregon insignia of compliance.

[*(26)*] **(24)** "Minimum safety standards" means the plumbing, mechanical, electrical, thermal, fire and life safety, structural and transportation standards prescribed by rules adopted by the director.

[*(27)*] **(25)** "Mobile home" means a structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed between January 1, 1962, and June 15, 1976, and met the construction requirements of Oregon mobile home law in effect at the time of construction.

[*(28)*] **(26)** "Mobile home park":

(a) Means any place where four or more manufactured dwellings, recreational vehicles as defined in ORS 174.101, or a combination thereof, are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or to offer space free in connection with securing the trade or patronage of such person.

(b) Does not include a lot or lots located within a subdivision being rented or leased for occupancy by no more than one manufactured dwelling per lot if the subdivision was approved by the municipality unit having jurisdiction under an ordinance adopted pursuant to ORS 92.010 to 92.192.

[*(29)*] **(27)** "Municipality" means a city, county or other unit of local government otherwise authorized by law to enact codes.

[*(30)*] **(28)** "Residential trailer" means a structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed before January 1, 1962.

[*(31)*] **(29)** "Sale" means rent, lease, sale or exchange.

[*(32)*] **(30)** "Skirting" means a weather resistant material used to enclose the space below a manufactured dwelling.

[*(33)*] **(31)** "Tiedown" means any device designed to anchor a manufactured dwelling securely to the ground.

[*(34) "Transitional housing accommodations" means accommodations described under ORS 197.746.*]

[*(35)*] **(32)** "Utilities" means the water, sewer, gas or electric services provided on a lot for a manufactured dwelling.

SECTION 18. ORS 446.003, as amended by section 1b, chapter 422, Oregon Laws 2019, and section 7, chapter 260, Oregon Laws 2021, is amended to read:

446.003. As used in ORS 446.003 to 446.200 and 446.225 to 446.285, [*and for the purposes of ORS chapters 195, 196, 197, 215 and 227, the following definitions apply,*] unless the context requires otherwise[*,*] or unless administration and enforcement by the State of Oregon under the existing or revised National Manufactured Housing Construction and Safety Standards Act would be adversely affected[*, and except as provided in ORS 197.746 or 446.007*]:

(1) "Accessory building or structure" means any portable, demountable or permanent structure established for use of the occupant of the manufactured dwelling and as further defined by rule by the Director of the Department of Consumer and Business Services.

(2)(a) "Alteration" means any change, addition, repair, conversion, replacement, modification or removal of any equipment or installation that may affect the operation, construction or occupancy of a manufactured dwelling.

(b) "Alteration" does not include:

(A) Minor repairs with approved component parts;

(B) Conversion of listed fuel-burning appliances in accordance with the terms of their listing;

(C) Adjustment and maintenance of equipment; or

(D) Replacement of equipment or accessories in kind.

(3) "Approved" means approved, licensed or certified by the Department of Consumer and Business Services or its designee.

[*(4) "Board" means the Residential and Manufactured Structures Board.*]

[*(5)*] **(4)** "Cabana" means a stationary, lightweight structure that may be prefabricated, or demountable, with two or more walls, used adjacent to and in conjunction with a manufactured dwelling to provide additional living space.

[*(6)*] **(5)** "Certification" means an evaluation process by which the department verifies a manufacturer's ability to produce manufactured dwellings to the department rules and to the department approved quality control manual.

[*(7)*] **(6)** "Dealer" means any person engaged in the business of selling, leasing or distributing manufactured dwellings or equipment, or both, primarily to persons who in good faith purchase or lease manufactured dwellings or equipment, or both, for purposes other than resale.

[*(8)*] **(7)** "Department" means the Department of Consumer and Business Services.

[*(9)*] **(8)** "Director" means the Director of the Department of Consumer and Business Services.

[*(10)*] **(9)** "Distributor" means any person engaged in selling and distributing manufactured dwellings or equipment for resale.

[*(11)*] **(10)** "Equipment" means materials, appliances, subassembly, devices, fixtures, fittings and apparatuses used in the construction, plumbing, mechanical and electrical systems of a manufactured dwelling.

[*(12)*] **(11)** "Federal manufactured housing construction and safety standard" means a standard for construction, design and performance of a manufactured dwelling promulgated by the Secretary of Housing and Urban Development pursuant to the federal National Manufactured Housing Construction and Safety Standards Act of 1974 (Public Law 93-383).

[*(13) "Fire Marshal" means the State Fire Marshal.*]

[*(14)*] **(12)** "Imminent safety hazard" means an imminent and unreasonable risk of death or severe personal injury.

[*(15)*] **(13)** "Insignia of compliance" means the HUD label for a manufactured dwelling.

[*(16)*] **(14)** "Inspecting authority" or "inspector" means the Director of the Department of Consumer and Business Services or representatives as appointed or authorized to administer and enforce provisions of ORS [*446.111, 446.160, 446.176*] **446.003 to 446.200**, 446.225 to 446.285, 446.310 to 446.350[*,*] **and** 446.990 [*and this section*].

[*(17)*] **(15)** "Installation" in relation to:

(a) Construction means the arrangements and methods of construction, fire and life safety, electrical, plumbing and mechanical equipment and systems within a manufactured dwelling.

(b) Siting means the manufactured dwelling and cabana foundation support and tiedown, the structural, fire and life safety, electrical, plumbing and mechanical equipment and material connections and the installation of skirting and temporary steps.

[*(18)*] **(16)** "Installer" means any individual licensed by the director to install, set up, connect, hook up, block, tie down, secure, support, install temporary steps for, install skirting for or make electrical, plumbing or mechanical connections to manufactured dwellings or cabanas or who provides consultation or supervision for any of these activities, except architects registered under ORS 671.010 to 671.220 or engineers registered under ORS 672.002 to 672.325.

[*(19)*] **(17)** "Listed" means equipment or materials included in a list, published by an organization concerned with product evaluation acceptable to the department that maintains periodic inspection of production of listed equipment or materials, and whose listing states either that the equipment or materials meets appropriate standards or has been tested and found suitable in a specified manner.

[*(20)*] **(18)** "Lot" means any space, area or tract of land, or portion of a manufactured dwelling park, mobile home park or recreation park that is designated or used for occupancy by one manufactured dwelling.

[*(21)(a)*] **(19)(a)** "Manufactured dwelling" means a residential trailer, mobile home or manufactured home.

(b) "Manufactured dwelling" does not include any building or structure constructed to conform to the State of Oregon Structural Specialty Code or the Low-Rise Residential Dwelling Code adopted pursuant to ORS 455.020, 455.610 or 455.616.

[*(22)(a)*] **(20)(a)** "Manufactured dwelling park" means any place where four or more manufactured dwellings or prefabricated structures, as defined in ORS 455.010, that are relocatable and more than eight and one-half feet wide, are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent or lease space or keep space for rent or lease to any person for a charge or fee paid or to be paid for the rental or lease or use of facilities or to offer space free in connection with securing the trade or patronage of such person.

(b) "Manufactured dwelling park" does not include a lot or lots located within a subdivision being rented or leased for occupancy by no more than one manufactured dwelling per lot if the subdivision was approved by the local government unit having jurisdiction under an ordinance adopted pursuant to ORS 92.010 to 92.192.

[*(23)(a)*] **(21)(a)** "Manufactured home," except as provided in paragraph (b) of this subsection, means a structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed in accordance with federal manufactured housing construction and safety standards and regulations in effect at the time of construction.

(b) For purposes of implementing any contract pertaining to manufactured homes between the department and the federal government, "manufactured home" has the meaning given the term in the contract.

[*(24)*] **(22)** "Manufacturer" means any person engaged in manufacturing, building, rebuilding, altering, converting or assembling manufactured dwellings or equipment.

[*(25)*] **(23)** "Manufacturing" means the building, rebuilding, altering or converting of manufactured dwellings that bear or are required to bear an Oregon insignia of compliance.

[*(26)*] **(24)** "Minimum safety standards" means the plumbing, mechanical, electrical, thermal, fire and life safety, structural and transportation standards prescribed by rules adopted by the director.

[*(27)*] **(25)** "Mobile home" means a structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed between January 1, 1962, and June 15, 1976, and met the construction requirements of Oregon mobile home law in effect at the time of construction.

[*(28)*] **(26)** "Mobile home park":

(a) Means any place where four or more manufactured dwellings, recreational vehicles as defined in ORS 174.101, or a combination thereof, are located within 500 feet of one another on a lot, tract or parcel of land under the same ownership, the primary purpose of which is to rent space or keep space for rent to any person for a charge or fee paid or to be paid for the rental or use of facilities or to offer space free in connection with securing the trade or patronage of such person.

(b) Does not include a lot or lots located within a subdivision being rented or leased for occupancy by no more than one manufactured dwelling per lot if the subdivision was approved by the municipality unit having jurisdiction under an ordinance adopted pursuant to ORS 92.010 to 92.192.

[*(29)*] **(27)** "Municipality" means a city, county or other unit of local government otherwise authorized by law to enact codes.

[*(30)*] **(28)** "Residential trailer" means a structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed before January 1, 1962.

[*(31)*] **(29)** "Sale" means rent, lease, sale or exchange.

[*(32)*] **(30)** "Skirting" means a weather resistant material used to enclose the space below a manufactured dwelling.

[*(33)*] **(31)** "Tiedown" means any device designed to anchor a manufactured dwelling securely to the ground.

[*(34) "Transitional housing accommodations" means accommodations described under ORS 197.746.*]

[*(35)*] **(32)** "Utilities" means the water, sewer, gas or electric services provided on a lot for a manufactured dwelling.

SECTION 19. ORS 446.007 is repealed.

SECTION 20. ORS 458.352 is amended to read:

458.352. (1) As used in this section:

(a) "Average income" means an income that complies with income restrictions determined at the advice and consent of the Oregon Housing Stability Council, but not to exceed the greater of 100 percent of the statewide or local area median income adjusted for household size as determined annually by the Housing and Community Services Department using United States Department of Housing and Urban Development information.

(b) "Manufactured dwelling park" has the meaning given that term in ORS 446.003.

[*(b)*] **(c)** "Nonprofit corporation" means a corporation that is exempt from income taxes under section 501(c)(3) or (4) of the Internal Revenue Code as amended and in effect on December 31, 2016.

(2) The Housing and Community Services Department shall provide one or more loans to nonprofit corporations to create manufactured dwelling park preservation programs that invest in, and provide loans for, the preservation and affordability of manufactured dwelling parks in this state, including through:

(a) The repair or reconstruction of parks destroyed by natural disasters; or

(b) The acquisition and development of land for parks or for the expansion of parks in areas that have been affected by a natural disaster.

(3) To be eligible for a loan under this section, a nonprofit corporation shall demonstrate to the satisfaction of the department that the nonprofit corporation:

(a) Is a community development financial institution operating statewide to support investment in, and acquisition, renovation and construction of, affordable housing;

(b) Has the ability and capacity to provide the services and reporting required of the program described in subsections (4) and (6) of this section; and

(c) Meets other requirements established by the department regarding financial risk and availability or accessibility of additional resources.

(4) An eligible nonprofit corporation, with input from the department, shall develop a manufactured dwelling park preservation program that:

(a) Invests in, and loans funds to, other nonprofit corporations, housing authorities, manufactured dwelling park nonprofit cooperatives as defined in ORS 62.803, local units of government as

defined in ORS 466.706, agencies as defined in ORS 183.310, or any entity in which a nonprofit corporation has a controlling share, to:

(A) Purchase or refinance manufactured dwelling parks that will maintain the parks as parks long term; or

(B) Develop, expand, repair or reconstruct parks destroyed by natural disasters;

(b) Emphasizes, when providing loans under paragraph (a) of this subsection, the financing of parks whose residents are predominantly members of households with income less than average income; and

(c) Preserves the affordability of the park space rent to park tenants who are members of households with income less than average income.

(5) An eligible nonprofit corporation shall create a park preservation account to be used by the nonprofit corporation for the manufactured dwelling park preservation program and shall deposit the moneys loaned by the department into the account.

(6) An eligible nonprofit corporation shall ensure that all financial activities of the program are paid from and into the park preservation account created under subsection (5) of this section. Each nonprofit corporation shall report to the department no less than semiannually, showing the expenses and incomes of the park preservation account and the results of the manufactured dwelling park preservation program.

(7) A loan made by the department under this section:

(a) May require the nonprofit corporation to pay interest.

(b) May not require the nonprofit corporation to make any loan payments before the maturity date of the loan.

(c) Must have a maturity date of no later than September 15, 2036.

(d) May have its maturity date extended by the department.

(e) Shall have all or part of the unpaid balance forgiven by the department in an amount not to exceed the losses incurred on investments or loans made by the nonprofit corporation under subsection (4)(a) of this section.

(f) May include such agreements by the nonprofit corporation practical to secure the loan made by the department and to accomplish the purposes of the program described in subsection (4) of this section.

(8) The department or the State Treasurer shall deposit moneys received in servicing the loan into the General Housing Account of the Oregon Housing Fund created under ORS 458.620.

SECTION 21. ORS 458.358 is amended to read:

458.358. (1) The Housing and Community Services Department shall establish a program to provide grants to persons for safely decommissioning and disposing of a manufactured dwelling [*as defined in ORS 446.003*].

(2) The department may award grants under the program only to a person that is:

(a)(A) An individual who owns a manufactured dwelling sited:

(i) In a manufactured dwelling park that has registered with the department and either has entered into a regulatory agreement with the department or is negotiating a regulatory agreement that is at least partially conditioned upon the replacement of the dwelling;

(ii) On land owned by the individual; or

(iii) On land being purchased by the individual under a land sale contract as defined in ORS 18.960; or

(B) An entity described in paragraph (b)(B) of this subsection that has a controlling interest, including a controlling interest in a general partner of a limited partnership, in:

(i) The manufactured dwelling; or

(ii) A manufactured dwelling park where the manufactured dwelling slated for disposal is sited; and

(b)(A) An individual who is a member of a household with income that complies with income restrictions determined at the advice and consent of the Oregon Housing Stability Council, and not exceeding the greater of 100 percent of the statewide or local area median income adjusted for

household size as determined annually by the Housing and Community Services Department using United States Department of Housing and Urban Development information; or

(B) A nonprofit corporation as defined in ORS 317.097, a manufactured dwelling park nonprofit cooperative as defined in ORS 62.803, a housing authority as defined in ORS 456.005, a local unit of government as defined in ORS 466.706 or a state governmental entity.

(3) Grants awarded under the program may not exceed $15,000 or the cost of decommissioning and disposing of the manufactured dwelling.

(4) The Oregon Housing Stability Council may establish priorities for the evaluation of grant applications and shall consider prioritizing grant awards:

(a) For the safe remediation of dwellings with environmental and public health hazards and risks, including asbestos, lead paint and mold;

(b) To owners from low income households; and

(c) For the decommissioning of manufactured dwellings that are older or less resource and energy efficient.

UNIT CAPTIONS

SECTION 22. The unit captions used in this 2022 Act are provided only for the convenience of the reader and do not become part of the statutory law of this state or express any legislative intent in the enactment of this 2022 Act.

EMERGENCY CLAUSE

SECTION 23. This 2022 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2022 Act takes effect on its passage.

Passed by House February 14, 2022

Repassed by House March 2, 2022

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Dan Rayfield, Speaker of House

Passed by Senate February 28, 2022

.....
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2022

Approved:

.....M.,....., 2022

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2022

.....
Shemia Fagan, Secretary of State

Notice of Sale Instructions

Instruction and Information: Notice of Owner’s Intent to Sell a Manufactured Dwelling Park or Marina

Before listing or marketing a manufactured dwelling park or marina for sale, or upon receipt of an offer of purchase, Owner is required to provide written notification (“Notice”) delivered either by hand or by US Mail to all Tenants, Tenant’s Committee and MMCRC.

Chapter 813, Division 65 of the Oregon Administrative Rules Database (OARD) has been revised as of August 2023, regarding notification requirements when an Owner is planning to sell a Manufactured Dwelling Park or Marina. There is specific information that needs to be in the Notice of Intent To Sell to the Tenants.

Specifically, the Owner is required to...

A. Send to:

1. The Tenants of the Park or Marina

2. Tenants Committee

3. MMCRC Department

B. Deliver the Notice by US Mail or directly to a tenant's home

1. Notice is to be delivered at least 15 days prior to publicly marketing the facility for sale.

2. If mailed, the "Fifteen-Day Period" shall begin on the fourth full calendar day following the Date of Mailing.

C. Information required in the Notice:

1. All required information listed in ORS 90.8421, and

2. Contact information for the Department's MMCRC

3. Complete copies of, or web address links to OAR 813 Divisions 27 and 65

4. Property information that would be included in property marketing materials, real estate listings, or provided to prospective purchasers including:

- Asking price for the facility, or offer price if the facility owner(s) has received an offer to purchase that the facility owner(s) intends to consider; and
- Property information available via public record such as zoning, lot size, publicly recorded and published facility owner(s) information, property tax, and liens; and
- Contact information for all individuals or agencies that represent the facility owner(s) or landlord agent(s) in marketing or facilitating the sale of the facility such as a real estate broker or attorney.

D. Notices provided by the facility Owner(s) or landlord's agent(s) are valid for one calendar year from the date that the facility Owner(s) or landlord's agent(s) provided notice of intent to sell to Tenants, tenant committees, and the Department.

1. If the facility is not sold within one calendar year, the facility Owner(s) and landlord's agent(s) are required to provide Tenants, Tenants' committees, and MMCRC with an updated Notice that meets the requirements of this Division.

2. Updated notification must also be provided to any tenant who was not provided the initial notification

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North Mall Office Building
725 Summer Street NE, Suite B
Salem, OR 97301-1266

We accept visitors by appointment only. Call 800-453-5511 for scheduling.

Directions to our main office (https://goo.gl/maps/FEWsoW3WwWriejrf7)

Salem Capitol Mall Map (/das/FleetPark/Documents/cap_mall.pdf)

(https://www.facebook.com/Oregon-Housing-and-Community-Services-1011035558996125/) (https://twitter.com/OregonHCS) (https://www.linkedin.com/company/oregonhcs) (https://www.youtube.com/user/OHCSD) (https://www.instagram.com/oregon_hcs/)

Career Opportunities (/ohcs/about-us/Pages/current-job-opportunities.aspx)

Public Records Request (/ohcs/get-involved/pages/public-records-request.aspx)

Speaker Request Form (/ohcs/Pages/speaker-requests.aspx)

Website Feedback Email (mailto:OHCS.Webmaster@hcs.oregon.gov)

800-453-5511 (tel:+18004535511)

Fax 503-986-2020 (tel:+15039862020)

General Inquiries Email (mailto:HCS_Housing.Info@hcs.oregon.gov)

Media Requests Email (mailto:HCS.MediaRequests@hcs.oregon.gov)

OHCS Ombuds Inquiry (/ohcs/Pages/ombuds.aspx)

Oregon.gov (https://www.oregon.gov)

State Employee Search (https://employeesearch.dasapp.oregon.gov)

Agencies Listing (https://www.oregon.gov/pages/a_to_z_listing.aspx)

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Council Business Meeting

Date: June 16, 2026

Agenda Item	Public Hearing- Legislative Planning Action PA-T1-2026-00297 a request for a “similar use” interpretation as provided at AMC 18.1.5.040 regarding the distinction between “private parking” and “public parking” as a regulated use.
Department	Community Development
From	Brandon Goldman, Director of Community Development

TIME ESTIMATE
20 minutes

CATEGORY
Action Needed - Motion to approve an action

SUMMARY
Council is asked to determine whether a privately-owned, fee-based commercial parking facility qualifies as "Public Parking" under the Ashland Land Use Ordinance and to affirm, modify, or reject the interpretation recommended by Staff, Legal Counsel, and the Planning Commission.

POLICIES, PLANS & GOALS SUPPORTED
Ashland Municipal Code Chapter 18:
- AMC 18.1.5 – Ordinance Interpretations
- AMC 18.2.2.030 – Uses Allowed by Zone
- AMC 18.4.3 – Parking, Access, and Circulation
- AMC 18.6.1 – Definitions

Comprehensive Plan Transportation Policies 10.09.02
Policy 24) Manage the supply, operations and demand for parking in the public right-of-way to encourage economic vitality, traffic safety and livability of neighborhoods. Parking in the right-of-way, in general, should serve land uses in the immediate area.
Policy 25) Reduce the number of automobile parking spaces required for new development, discouraging automobile use as the only source of access and encouraging use of alternative modes.
Policy 36) Encourage sharing of existing and future parking facilities by various nearby businesses.

BACKGROUND AND ADDITIONAL INFORMATION
Planning Action PA-T1-2026-00297 is a request by Pacific Rental Properties, LLC for a formal interpretation of the Ashland Land Use Ordinance pursuant to AMC 18.1.5. The request seeks a determination as to whether a privately-owned, fee-based commercial parking facility may be considered "Public Parking" or a similar use under the Ashland Land Use Ordinance.

The request arose from a proposal to convert the existing privately-owned parking lot located at 40 North Main Street into a publicly accessible, fee-based parking facility operated by a private entity. The applicant asserts that because the facility would be available for use by the general public, it should qualify as "Public Parking" as listed in AMC 18.2.2.030.

Pursuant to AMC 18.1.5.060, the Community Development Director referred the interpretation request directly to the Planning Commission and City Council for legislative review due to the significant policy implications associated with the request. Public Parking is presently permitted outright in all zoning districts under the Ashland Land Use Ordinance, including residential, employment, and commercial zones. Consequently, interpreting privately-owned, fee-based commercial parking facilities as "Public Parking" would not be limited to the subject property, but would effectively authorize such facilities as an outright permitted use throughout the city without

further legislative review, locational criteria, or development standards governing their operation.

The Planning Commission conducted a public hearing on May 12, 2026 and reviewed the staff report, applicant materials, public testimony, and the opinion of the City Attorney provided pursuant to AMC 18.1.5.030(C). Following deliberation, the Planning Commission adopted the attached recommendation memorandum to the City Council, concurring with the interpretation of the Community Development Department and City Attorney that the distinction between public and private parking is based upon ownership, operational control, and enforcement authority rather than simply whether members of the public may access the facility.

The Planning Commission unanimously recommended that the City Council deny the requested interpretation and affirm that privately-owned, fee-based commercial parking facilities are not "Public Parking" as contemplated by the Ashland Land Use Ordinance, do not qualify as a similar use, and are not currently permitted as a primary use under the Ashland Land Use Ordinance.

FISCAL IMPACTS

Affirmation or rejection of the requested interpretation has no direct fiscal impact on the City. Any future consideration of amendments to the Ashland Land Use Ordinance to establish standards for privately-owned commercial parking facilities would require a separate legislative process and would involve future staff resources.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

COUNCIL OPTIONS

1. Affirm the interpretation of Staff, Legal Counsel, and the Planning Commission.
2. Reject the interpretation and determine that the proposed use qualifies as Public Parking or a similar use.

RECOMMENDED MOTION

Move to affirm the interpretation of the Community Development Department, City Attorney, and Planning Commission that privately-owned, fee-based commercial parking facilities are not "Public Parking" as contemplated by the Ashland Land Use Ordinance, do not qualify as a similar use, and are not currently permitted as a primary use under the Ashland Land Use Ordinance.

REFERENCES & ATTACHMENTS

1. Staff_Report_NMain_40_PA-T1-2026-00297
2. PC_memo_NMain_40_PA-T1-2026-00297
3. Applicant_Submittal_NMain_40_PA-T1-2026-00297

ASHLAND PLANNING DEPARTMENT

STAFF REPORT

Before the Planning Commission – May 12, 2026

PLANNING ACTION:	PA-T1-2026-00297
OWNER:	Pacific Rental Properties LLC
APPLICANT:	LaNier Land Consulting, LLC
LOCATION:	39-1E-09-BB Tax Lot 10100, 10600, and 10801
ZONE DESIGNATION:	C-1-D
COMP. PLAN DESIGNATION:	Downtown
ORDINANCE REFERENCES:	18.1.5 Ordinance Interpretations 18.4.3 Parking, Access, and Circulation 18.5.1 General Review Procedures 18.6.1 Definitions
APPLICATION DATE:	March 26, 2026
APPLICATION COMPLETE:	April 2, 2026
PUBLIC NOTICE:	April 20, 2026
MEETING DATE:	May 12, 2026
120-DAY DEADLINE:	N/A

PROPOSAL: A request for a "similar use" interpretation as provided at AMC 18.1.5 with regards to the distinction between "private parking" and "public parking" as a regulated use.

I. Introduction

Land use regulations can be inherently ambiguous. As such, chapter 18.1.5 provides a process for resolving differences in the interpretation of the ordinance text when such ambiguities arise.

A. Background

The applicant proposes converting the existing parking area at 40 North Main Street into a publicly accessible, for pay parking facility managed by a third-party operator. This raises a threshold issue of use classification under the Ashland Land Use Ordinance. While the applicant characterizes the proposal as "public parking," both state law and local interpretation distinguish public and private parking based on ownership and operational control, not public accessibility. Because the facility would remain under private control, it would be classified as private parking.

"Public Parking" is permitted in all residential and commercial zones under the uses allowed by zone table in Chapter 18.2.2, while "Private Parking" is not. The applicant requests a City interpretation that a privately owned, fee-based parking lot qualifies as a similar use to "Public Parking," arguing that because it is open to the general public, it should be treated as such. An

interpretation consistent with this position would, as a matter of policy, effectively classify privately operated, fee-based parking facilities as "Public Parking," allowing them in all residential and commercial zones.

As a regulatory matter, the central issue is whether the use is public or private. "Public" is not defined by who may access a parking lot, as the applicant asserts, but by who controls and operates it. In Staff's assessment, access by the general public, whether free or fee based, is not determinative. Rather, the distinction turns on ownership, operational control, and whether the facility is managed as a governmental function. In practice, this means facilities owned or controlled by a governmental entity. Ashland's code aligns with this framework, and "Public Parking" has consistently been applied to facilities owned or operated by the City or another public agency, including where the City leases and manages a privately owned lot as public parking. Interpreting "Public Parking" to include privately owned, fee-based facilities open to the public would expand the term beyond its established regulatory meaning and effectively introduce a new category of commercial parking use in all zones without corresponding code standards or legislative action.

B. Procedure

The procedure to process an interpretation request is provided in AMC 18.1.5.050, which allows the Staff Advisor to process the request as either a ministerial or Type I planning action, depending on whether discretion is required. Additionally, AMC 18.1.5.060 provides that the Staff Advisor may bypass the procedures in 18.1.5.050 and "refer the request directly to the Planning Commission and City Council for its legislative review" through a Type III process.

Because of the significant citywide policy implications, including whether a legislative amendment would be necessary to allow privately owned, fee based commercial parking facilities in the Downtown C 1 D zone as requested by the applicant, the Staff Advisor has elected to bypass the procedures in AMC 18.1.5.050 and instead refer the request directly to the Planning Commission and City Council. This referral is for consideration of the broader policy question and to determine whether the existing code should be interpreted as requested or amended to expressly address such uses.

The request will be considered through a public hearing following the legislative procedures in AMC 18.5.1.070. That section establishes the Type III process for legislative decisions, under which the Planning Commission conducts a public hearing and makes a recommendation to the City Council, which is the final decision-making body. Legislative actions are not subject to the 120-day decision timeline under ORS 227.178.

C. Site Description

The subject property is Tax Lot #10100 of Assessor Map 39 1E 09 BB. As shown on the aerial image below, the site is located at 40 North Main Street at the intersection of North Main Street and Water Street and is zoned C 1 D (Downtown Commercial). The approximately 0.84-acre parcel is developed with the Claycomb Mall, a multi-tenant commercial building, and an associated surface parking lot.

The existing parking area contains 37 marked parking spaces and one ADA accessible space and is currently restricted for use by the property owner and on-site tenants. The applicant proposes to change this condition by converting the lot into a publicly accessible, fee-based parking facility operated independently of the commercial uses on the site.

II. Director's Interpretation

Prior to this application, the Community Development Director, acting as Staff Advisor, provided preliminary guidance to the applicant through a pre application review, advising that public accessibility alone does not determine whether a parking facility is public or private, and that ownership and operational control are the key factors. Because this interpretation did not align with the applicant's objective to establish a fee based commercial parking use, the applicant has requested a formal interpretation.

Given the broader policy implications of the request, the Director has elected to refer the interpretation directly to the Planning Commission and City Council for legislative review. The question presented extends beyond the subject property and has potential citywide applicability, including whether privately owned, fee based commercial parking facilities could be considered "Public Parking" and thereby permitted in all zones under AMC 18.2.2 without specific standards or review criteria. As such, staff has determined that the issue is more appropriately

considered through a legislative process that allows for policy level direction, rather than a staff level determination.

The Land Use Ordinance provides definitions for both public and private parking (definitions under Section III below). In previous discussions with the applicants' representatives the Director has provided the following additional guidance:

> **Public Parking:**
>
> Public parking facilities are those owned, operated, or controlled by a governmental entity for use by the general public. These facilities are identified as a permitted use in all zones under ALUO Table 18.2.2.030 and are subject to municipal oversight and enforcement.
>
> **Private Parking:**
>
> Private parking refers to parking facilities that are privately owned and controlled. These facilities may be accessible to the public for use, either free or for a fee, but remain private because all operational control, including rule making and enforcement, is retained by the property owner or their agent.

The C 1 D zoning district permits:

- "Public parking"; and
- "Private parking" only where such parking is accessory to a permitted use.

The C-1-D zoning district does not expressly permit standalone commercial parking facilities as a primary use. The express authorization of accessory private parking implies the exclusion of standalone private parking facilities unless explicitly permitted. Allowing the proposed use would effectively read into the code a use category, commercial parking as a primary use, which is not listed or authorized in the zoning district.

Interpretation of "Public Parking"
The applicant asserts that the proposed use qualifies as "public parking" because the "where a property owner elects to allow public access to a privately owned parking lot, the use is functionally equivalent to a public parking facility… The applicant's proposed pay for parking facility, which would be available for use by the general public… is similar to a Public Parking Area or Lot… because the facility would be open to the public, with use potentially conditioned on payment of a fee." This interpretation is not supported by the code when read in context in Staff's assessment.

A. Textual Analysis
The ordinary meaning of "public," in a land use context, refers to ownership, control, or dedication for public use, not merely availability for use by members of the public. A use does not become "public" simply because it allows public access in exchange for payment.

If "public" were interpreted to mean only "open to the public," then nearly all commercial uses, retail stores, theaters, and restaurants, would qualify as "public," rendering the distinction between public and private uses meaningless.

B. Contextual Analysis
Within the zoning framework, "public parking" is reasonably understood to refer to:

- Parking facilities owned or operated by a governmental entity; or
- Facilities dedicated or otherwise encumbered for public use as part of a broader public or quasi-public function.

By contrast, the code's allowance of "private parking" only when accessory to a permitted use demonstrates a clear intent to regulate privately controlled parking as a subordinate use, not as an independent commercial enterprise.

Classification of the Proposed Use
The proposed use is properly classified as a private commercial parking facility based on its functional characteristics. The existing parking lot is currently private parking, as it serves the tenants and customers of the commercial businesses located on site and remains under the control of the property owner. The proposed change would not alter that underlying classification but rather shift the use from accessory private parking to a standalone commercial parking operation. Key characteristics include:

- The facility is privately owned and controlled;
- The operator retains discretion to set rates, terms, and conditions of use;
- Access may be restricted or revoked at the operator's discretion; and
- The use is intended to generate independent revenue as its primary purpose.

These factors establish that the use is private in nature, notwithstanding any public accessibility.

Avoidance of Unreasonable Results
The applicant's interpretation would result in broader and unintended policy consequences. Interpreting privately owned, fee-based parking facilities as "public parking" based solely on public accessibility would effectively enable such uses as a permitted use in all zones under AMC 18.2.2. This would introduce a new category of standalone commercial parking as a primary use citywide without any corresponding development standards or legislative review.

In the Downtown C 1 D zone, this interpretation could also have material land use impacts. Allowing fee based commercial parking as a primary use may reduce the availability of accessory private parking needed to support existing commercial tenants and could create incentives to convert commercially zoned properties to surface parking rather than redeveloping them with intended commercial or mixed-use development. This would undermine the purpose of the zoning district to support active, pedestrian oriented commercial uses.

In the original Downtown Plan adopted in the 1980s, the City identified concerns about the impact of parking on the historic built environment and the pedestrian oriented character of downtown. Large, paved areas and driveway access points were seen as detracting from the continuity of the streetscape and overall pedestrian experience. Discussion at the time included the potential for requiring Conditional Use Permits for private off-street parking, along with concerns that pay to park lots would not contribute to downtown vitality and could detract from efforts to draw people to the area. The plan emphasized pedestrian amenities and a vibrant commercial core and recognized that surface parking as a primary use can undermine these

objectives when it displaces active uses or redevelopment potential. Consistent with this policy direction, the City eliminated minimum parking requirements in the C-1-D zone and has since addressed parking demand through publicly managed parking facilities rather than reliance on private, standalone parking uses within the downtown.

Accordingly, in Staff's assessment, the applicant's interpretation would not only blur the distinction between public and private uses, but would also introduce land use outcomes that are inconsistent with the intent of the zoning code and the City's adopted planning framework. By effectively allowing privately owned, fee based parking facilities as a permitted use, the interpretation could alter development patterns in a manner not contemplated by the code, including the conversion of commercially zoned land to surface parking and the displacement or deferral of intended uses. Such an outcome would extend beyond the scope of a code interpretation and would be more appropriately addressed, if at all, through a legislative process that considers where and under what conditions such uses should be allowed.

III. Supporting Evidence and References

A. Allowed Uses List and Prohibited Uses

The Land Use Ordinance provides a matrix of allowed uses and in which zones that they are allowed, conditionally allowed, or prohibited. Where a use is not listed it is prohibited pursuant to AMC 18.2.2.030.D.

Public Parking is listed as Permitted in all zones. Private Parking is not listed as an allowed use and is therefore prohibited.

> **AMC 18.2.2.030.A. - Uses Allowed in Base Zones.**
> Allowed uses include those that are permitted, permitted subject to special use standards, and allowed subject to approval of a conditional use permit. Where Table 18.2.2.030 does not list a specific use and part 18.6 does not define the use or include it as an example of an allowed use, the City may find that use is allowed, or is not allowed, following the procedures of section 18.1.5.040.

Excerpt from Table 18.2.2.030. Uses Allowed by Zone

	R-1	R-1-3.5	R-2	R-3	RR	WR	C-1 & C-1-D	E-1	M-1	Special Use Standards
Public Parking Facility	P	P	P	P	P	P	P	P	P	

> **AMC 18.2.2.030.D - Prohibited Uses.**
> Uses not listed in Table 18.2.2.030 and not found to be similar to an allowed use following the procedures of section 18.1.5.040 are prohibited. Prohibited uses are subject to the violations, complaints, and penalties sections in 18.1.6.080, 18.1.6.090, and 18.1.6.100.

B. Similar Uses

If a use is found to be similar to an allowed use, then the similar use would be allowed.

> **AMC 18.1.5.040 - Similar Uses.**
> Where a proposed use is not specifically identified by this ordinance or the ordinance is unclear as to whether the use is allowed in a particular zone, the Staff Advisor may find the use is similar to another use that is permitted, allowed conditionally, or prohibited in the subject zone and apply the ordinance accordingly. However, uses and activities that this ordinance specifically prohibits in the subject zone, and uses and activities that the Staff Advisor finds are similar to those that are prohibited, are not allowed. Similar use rulings that require discretion on the part of City officials shall be processed following the Type I procedure, pursuant to section 18.5.1.050, except where the Staff Advisor refers a request for a similar use determination to the Planning Commission for its review and decision through a Type II procedure, pursuant to section 18.5.1.060.

C. Ordinance Definitions

The Land Use Ordinance provides the following definitions for parking lots.

> **Parking Area or Lot** - Any area inside, under, or outside of a building or structure, designed and used for parking motor vehicles, including parking lots, garages, or structures.
>
> **Private Parking Area or Lot** - A parking area for the exclusive use of the owners of the lot on which the parking area is located or whomever else they permit to use the parking area.
>
> **Public Parking Area or Lot** - A parking area available to the public, with or without payment of a fee.

D. Compliance with State Statute

The applicant's interpretation is not supported by Oregon's statutory framework, which distinguishes between public and private parking based on ownership and control, not public accessibility. Oregon law expressly recognizes that privately owned property may be open to the public while remaining private in nature.

This distinction is reflected in different statutory schemes. For example, ORS Chapter 801 generally governs traffic regulation on public roadways and facilities under governmental jurisdiction, while ORS Chapter 98 establishes separate provisions for privately owned parking facilities, including authority for vehicle removal and enforcement on private property. The existence of these parallel frameworks demonstrates that a facility does not become "public" simply because members of the public are permitted to use it.

In other words, Oregon law contemplates:

- Privately owned property that is open to the public; and
- Distinct regulatory and enforcement mechanisms for such private facilities, including towing and access control under ORS Chapter 98.

Accordingly, public accessibility, whether free or fee based, does not convert a privately owned and controlled parking facility into a public use.

E. Public Input

Notice was mailed to Ashland News and posted at two locations along the property frontage on April 20, 2026.

IV. Procedural: Compliance with Approval Criteria

AMC 18.1.5.030 provides the following approval criteria.

A. The interpretation is consistent with applicability policies of the Comprehensive Plan.

B. The interpretation is consistent with the purpose and intent of the ordinance provision that applies to the particular ordinance section, or sections, in question.

C. The interpretation is consistent with the opinion of the City Attorney.

A. Consistency with the Comprehensive Plan

The proposed interpretation is not consistent with the applicability policies of the Comprehensive Plan. The Plan emphasizes a balanced transportation system that promotes walking, bicycling, and transit as preferred modes of travel, and supports land use patterns that reduce reliance on the automobile. Allowing standalone, fee based commercial parking as a permitted use would prioritize vehicle storage as a primary land use and could reinforce auto oriented travel behavior, rather than supporting multimodal transportation goals. Interpreting privately owned, fee based parking as "public parking" would therefore be inconsistent with the Comprehensive Plan's transportation policies that encourage pedestrian oriented development and reduce dependence on single occupancy vehicles.

B. Consistency with the Purpose and Intent of the Ordinance

The interpretation that privately owned, fee-based parking facilities qualify as "public parking" is not consistent with the purpose and intent of the ordinance. The code distinguishes between public and private parking based on ownership and control, and permits "public parking" broadly while limiting "private parking" to an accessory role. This structure reflects an intent to allow publicly managed parking as a supporting public function, while preventing privately operated parking from becoming a standalone commercial use unless expressly authorized. Expanding "public parking" to include privately owned, fee-based facilities would undermine this distinction and effectively introduce a new primary use category not contemplated by the ordinance.

C. Consistency with the Opinion of the City Attorney

The interpretation is consistent with the opinion of the City Attorney, which is provided below. The City Attorney's analysis supports the distinction between public and private uses based on ownership and control, consistent with Oregon statutory frameworks that differentiate between publicly controlled facilities and privately owned properties that may be open to the public. This interpretation maintains internal consistency within the code and avoids unintended expansion of permitted uses beyond those expressly authorized.

The City Attorney's Office has reviewed both the applicant's and staff's interpretations of AMC 18.6.1.030 and related provisions, as well as the applicable state towing statutes, and provides the following analysis and conclusion.

AMC 18.1.5.030.C requires that formal interpretations be consistent with the opinion of the City Attorney. In this matter, the City Attorney's Office has determined that ownership and control are the legally significant factors distinguishing public from private parking under state law and the Ashland Municipal Code. While the applicant's proposal would allow members of the public to park for a fee, the underlying property would remain privately owned and controlled, and parking enforcement would occur under the private-property towing statutes rather than through municipal parking enforcement mechanisms.

The first tenant of statutory construction is to look at the plain text and ordinary meaning of the relevant authority, which here is found in the definition section in AMC 18.6.1.030, which distinguishes between a "Private Parking Area or Lot" and a "Public Parking Area or Lot." That a property owner may choose to open their property to other members of the general public does not change the property owner's exclusive control and rights over the property, a key distinction between public and private property.

Another layer of statutory construction is to look at the words within the context of the entire ordinance, or here, to examine when and how these defined terms are used in the code. "Private Parking Area" is not used once beyond this definition. "Public Parking Area" is used multiple times, with the most parallel example occurring in table 18.2.2.030, as mentioned by staff. Here, "Public Parking" is specifically listed as a permitted use. If the code wished to also include the definition of "Private Parking", it would have done so. Rather, its absence from the table may indicate "Private Parking" was specifically not an authorized use. The zoning of the proposed use provides another context for why this rule may exist – the City does not want the downtown to have a disproportionate amount of parking lots in a commercial, tourist, area.

To the extent the applicants argue the plain meaning of a "Private Parking" is itself ambiguous, it is appropriate to look at other authorities that may address a similar question Under ORS 98.805, "parking facility" means "any property used for vehicle parking," and "owner of a parking facility" includes "the owner, lessee or person in lawful possession of a private parking facility," as well as "any officer or agency of this state with authority to control or operate a parking facility." Read together, these provisions indicate that a parking facility remains private where a private owner or its agent retains control and where enforcement occurs through the private-property towing framework in ORS 98.810–98.830, even if the general public is permitted to park there for a fee. By contrast, on-street parking and municipally operated lots are governed by the City's parking regulations in AMC chapter 11.26 and enforced as a public function, underscoring a distinction between government-operated public facilities and privately controlled facilities governed by state towing and private-property provisions.

Ashland's Land Use Ordinance draws a parallel distinction. "Public Parking Area or Lot" is defined as "a parking area available to the public, with or without payment of a fee," whereas "Private Parking Area or Lot" is defined as "a parking area for the exclusive use of the owners of the lot on which the parking area is located or whomever else they permit to use the parking area." When these definitions are read in conjunction with ORS 98.805 and the related towing

provisions, the more coherent reading of "public parking" in AMC 18.6.1.030 is that it refers to facilities owned, operated, or controlled by a public entity. Conversely, "private parking" refers to facilities in which operational control and enforcement authority remain with a private owner or its authorized agent, even when the general public may be allowed to park for a fee.

From a policy standpoint, the City Attorney's Office advises that reserving the term "public" for facilities that are publicly owned or operated is consistent with the ordinary use of terms such as "public school," "public park," and "public defender," which describe services provided by a governmental entity rather than by privately controlled commercial enterprises. Characterizing a privately controlled, revenue-generating parking lot as "public parking" solely because it is open to paying customers would blur this long-standing public-private distinction, undermine the zoning code's intent to distinguish between public and private uses, and invite circumvention of use restrictions through labeling rather than through the actual nature and control of the use.

Accordingly, the City Attorney's Office concludes that the proposed facility is a private parking use because (1) the property remains under private ownership and control, and (2) enforcement would occur under the private-property towing statutes rather than through the City's parking regulations and municipal enforcement. On that basis, the proposed use is properly characterized as a private, standalone commercial parking facility. It is not permitted as "public parking" in the C-1-D zone and is not allowed as "private parking" because it is not accessory to a permitted primary use.

In light of this analysis, the City Attorney's Office concludes that staff's interpretation is consistent with the opinion of the City Attorney as required by AMC 18.1.5.030.C.

V. Conclusion

Based on the foregoing analysis, Staff concludes:

1. The existing parking lot at 40 N. Main Street is properly classified as private parking accessory to the on-site commercial uses;
2. The proposed conversion would change the use from accessory private parking to a standalone, fee-based commercial parking facility;
3. The proposed use does not meet the definition or intent of "Public Parking," as it would remain privately owned and controlled, and it does not qualify as a "similar use" to public parking under the code; and
4. The zoning code does not permit standalone private commercial parking as a primary use in the C-1-D zoning district.

Accordingly, Staff recommends that the Planning Commission and City Council affirm an interpretation that privately owned, fee-based parking facilities, even when open to the general public, are not "Public Parking" as contemplated by the code, do not qualify as a similar use, and are not permitted as a primary use.

In Staff's assessment, the current code framework, which does not permit standalone, privately owned, fee based commercial parking as a primary use, has effectively supported the City's land

use objectives by ensuring that lands intended for urban development are utilized for commercial and residential buildings rather than surface parking. This approach has helped maintain development intensity and support active uses, particularly in areas planned for mixed use and commercial activity.

Staff does not find that a code amendment is necessary at this time. However, if the Planning Commission and City Council determine that such uses should be allowed, Staff recommends directing Staff to initiate a legislative code amendment to clearly define and regulate fee based commercial parking. This would include revisions to the definitions of "Parking, Public" and "Parking, Private," and a comprehensive evaluation of where and under what conditions such uses may be permitted, specially permitted, or subject to a conditional use permit within the City.

Memo

DATE: June 16, 2026
TO: City Council
FROM: Planning Commission
RE: Legislative Interpretation/Recommendation relative to Private Parking Lots

Background

The Planning Commission conducted a public hearing on May 12, 2026 regarding Planning Action PA-T1-2026-00297, a request for a "similar use" interpretation under AMC 18.1.5 concerning whether a privately owned, fee based commercial parking facility may be considered a similar use to "Public Parking" under the Ashland Land Use Ordinance.

The request arose from a proposal to convert the existing privately owned parking lot located at 40 North Main Street into a publicly accessible, fee based parking operation managed by a third party operator. The applicant asserted that because the parking facility would be available for use by the general public, it should qualify as "Public Parking" as listed in AMC 18.2.2.030.

The Community Development Department determined that the proposal constituted a privately owned commercial parking facility rather than "Public Parking" as contemplated by the ordinance because ownership, operational control, and enforcement authority would remain private in nature.

Procedural History

Pursuant to AMC 18.1.5.060, the Community Development Director referred the interpretation request directly to the Planning Commission and City Council for legislative review due to the significant citywide policy implications associated with the request, including whether privately owned, fee based commercial parking facilities could effectively become permitted uses in all zoning districts absent legislative action.

The Planning Commission reviewed the staff report, public testimony, applicant materials, and the opinion of the City Attorney provided pursuant to AMC 18.1.5.030.C. The City Attorney concurred with the interpretation of the Community Development Director that the

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distinction between "public parking" and "private parking" is based primarily upon ownership, operational control, and enforcement authority, rather than simply whether members of the public may access the parking facility.

Planning Commission Findings and Recommendation
Following the public hearing and deliberation, the Planning Commission concurred with the interpretation of the Community Development Department and made the following findings:

- "Public Parking," as contemplated by the Ashland Land Use Ordinance, refers to parking facilities owned, operated, or controlled by a governmental entity or otherwise functioning as a public facility.
- A privately owned parking lot does not become "public parking" merely because members of the public may use the facility upon payment of a fee.
- The proposed use would constitute a privately owned, standalone commercial parking facility operated for revenue generation under private control.
- The Ashland Land Use Ordinance currently permits "Public Parking" in zoning districts citywide, but does not expressly permit standalone privately owned commercial parking facilities as a primary use.
- Interpreting privately owned, fee-based parking facilities as "Public Parking" would effectively create and authorize a new land use category without corresponding legislative standards, review procedures, or locational limitations.
- Such an interpretation could have broader unintended land use implications, including encouraging conversion of commercially zoned land to surface parking uses in conflict with adopted Comprehensive Plan policies supporting pedestrian oriented development, mixed use redevelopment, and active commercial streetscapes.

Recommendation to City Council
Following deliberation, the Planning Commission unanimously recommended that the City Council:

1. Deny the requested similar use interpretation.
2. Affirm that privately owned, fee based commercial parking facilities are not "Public Parking" as contemplated by the Ashland Land Use Ordinance, do not qualify as a

similar use, and are not currently permitted as a primary use under the Ashland Land Use Ordinance.

3. The Planning Commission further recommended that, should the City Council wish to consider allowing privately owned fee-based parking facilities in some zoning districts in the future, such consideration occur through a separate legislative land use ordinance amendment process establishing clear definitions, locational criteria, review procedures, and development standards.

Motions as approved by the Planning Commission on May 12, 2026:

- *The Planning Commission recommends that the City Council deny the requested similar use interpretation and affirm that privately-owned, fee-based commercial parking facilities are not 'Public Parking' as contemplated in the Ashland Land Use Ordinance, do not qualify as a similar use, and thus are not presently permitted as a primary use under the Ashland Land Use Ordinance.*

- *The Planning Commission further recommends that the Council investigate whether to create a new land use category which would allow privately-owned fee-based commercial parking facilities in some zones. Planning Commissioners clarified that this would involve a broader look at the underlying issues to include paid parking facilities as a component of multi-story/mixed-used developments where the parking component could be provided underground, at ground level or on upper floors subject to specific procedures (Conditional Use), criteria and design standards to insure that allowing parking in this manner would not compromise the character of the built environment or the strong pedestrian-friendly focus of Ashland's streetscapes.*

As noted previously, should the City Council wish to investigate whether to establish a new land use category for privately owned, commercial fee based parking facilities within the Ashland Land Use Ordinance as a separate action a legislative amendment to Chapter 18 would be required. The Planning Commission recommends that any such consideration occur as part of broader legislative land use and long range planning discussions, including evaluation of where such uses may be appropriate and consistency with the Comprehensive Plan and downtown redevelopment objectives. Given the ongoing state mandated land use updates, Housing Production Strategy (HPS) implementation

measures, and other active legislative planning projects underway, the Planning Commission recognizes that the City Council may wish to consider such an ordinance amendment project during future Council goal setting and annual Planning Commission work plan prioritization efforts.

Attachments:

1. Planning Staff Report: *NMain_40_PA-T1-2026-00297_Staff ReportFinal*
2. Pacific Properties Applicant Submittal: *NMain_40_PA-T1-2026-00297_applicant Submittal*
3. May 12, 2026 Planning Commission Meeting Video
4. May 12, 2026 Planning Commission Packet Materials

BEFORE THE DEPARTMENT OF COMMUNITY DEVELOPMENT
FOR CITY OF ASHLAND, OREGON:

IN THE MATTER OF A CODE INTERPRETATION FOR A PARKING LOT USE ON LAND ZONED C-1-D; T.39S, R.1E, SEC.09BB, TAX LOTS 10100, 10600 AND 10801 PACIFIC RENTAL PROPERTIES, LLC, APPLICANT; LANIER LAND CONSULTING, LLC, AGENT	)	**FINDINGS OF COMPLIANCE**

I. BACKGROUND INFORMATION:

OWNER: Pacific Rental Properties, LLC
800 Ellendale Dr. OFC
Medford, OR 97504

APPLICANT: Same as Owner

AGENT: LaNier Land Consulting, LLC
310 Crater Lake Ave., Ste 103
Medford, OR 97504
(541) 897-3477

APPLICATION: The applicant requests a code interpretation for a parking lot use on privately owned land zoned C-1-D, located at Township 39S, Range 1E, Section 9BB, Tax Lots 10100, 10600 and 10801; 40 N Main St, Ashland, Oregon. See **EXHIBIT 'A'** for Site Plan.

LOT/ZONING: The subject tract is zoned Commercial - Downtown (C-1-D) and is approximately 0.92 acres.

FIRE DISTRICT: Ashland Fire and Rescue

ACCESS: The subject property is accessed via Highway 99 / Main Street, a public road owned and maintained by the State.

II. DEMONSTRATION OF COMPLIANCE:

The purpose of the findings herein is to clearly demonstrate that a private parking facility use in the C-1-D zone complies with the Ashland Municipal Code (AMC), applicable elements of the City Comprehensive Plan and State law.

The subject of this review is the parking lot serving the Ashland Plaza Mall, which has historically been used by downtown visitors, customers, and employees of neighboring businesses since the 1960s. Over time, the parking lot has functioned as an informal public parking resource supporting the surrounding commercial area.

In recent years, the property owner and tenants have experienced a significant increase in unauthorized overnight occupancy and related activities within the parking lot. Reported issues have included camping, sanitation concerns, drug use, unleashed animals, open fires, and other activities that have resulted in safety concerns for tenants, customers, and neighboring property owners. These conditions have generated complaints from tenants, their patrons, and surrounding businesses.

Due to these ongoing issues and the costs associated with towing, enforcement, and private security patrols, the property owner has temporarily closed the parking lot to the general public's use.

To address these concerns while maintaining the parking lot's longstanding role as a downtown parking resource, the applicant proposes to implement a managed pay-to-park system with time-based parking tiers. The purpose of the system is to allow continued public access to the parking facility while establishing a mechanism to support active management and enforcement of parking regulations.

The proposed parking management program is intended to discourage misuse of the property, particularly during overnight hours, while maintaining parking availability for customers, visitors, patrons of the downtown area and employees of nearby businesses. The goal of the proposal is not to generate profit, but rather to provide a structured system that supports responsible use of the property, improves safety conditions, and maintains a visible management presence to monitor and manage the parking area.

In late 2024, a pre-application for the proposed use was submitted to Ashland Community Development. Subsequently, we received a pre-application report from the department (**EXHIBIT 'B'**) and have addressed the Code Interpretation provisions of AMC § 18.1.5 accordingly.

In addition to the findings below, please refer to maps and documents in the attached exhibits for demonstration of compliance with these standards. With this review, City of Ashland can find that a private parking facility use in the C-1-D zone is consistent with the AMC, applicable elements of the City Comprehensive Plan and State law.

PART 18.1: INTRODUCTION AND GENERAL PROVISIONS

18.1.5.030 Interpretation Criteria

Any interpretation made through the foregoing procedures shall be based on the following criteria:

A. *The interpretation is consistent with applicability policies of the Comprehensive Plan.*

FINDING: The Ashland Comprehensive Plan Street Classification Map (Transportation Element, p. 196) designates Main Street / Highway 99 as a Boulevard. Transportation Element Policy 10.05 states that off-street parking for uses located on boulevards should be encouraged. The subject property contains an existing off-street parking lot that has historically served on-site commercial uses as well as visitors and employees of nearby downtown businesses. The applicant proposes to continue utilizing the existing off-street parking facility while implementing a structured parking management system intended to improve security, oversight, and parking availability.

The proposal is also consistent with Transportation Element Policy 10.09.02, which encourages the provision of parking lots and parking structures and the shared use of existing parking facilities among nearby businesses (Policies 10.09.02(31) and (36)). The proposed pay-to-park system would maintain public access to the parking facility while supporting surrounding commercial uses and improving parking management within the downtown area.

The Transportation Element also references the Ashland Downtown Plan, which identifies the subject property as being located within the "core" parking management area (Downtown Plan, p. 67). The Downtown Plan identifies a goal of providing short-term, convenient, economical, and user-friendly parking for customers, clients, and visitors within the downtown area.
The applicant's proposal to implement a managed pay-to-park system would maintain public availability of the existing parking resource while providing a mechanism for improved oversight, enforcement, and turnover of parking spaces. These improvements support the Comprehensive Plan's objectives related to downtown accessibility, parking management, and support for commercial activity.

Therefore, the proposed parking management system is consistent with the applicable policies and objectives of the Ashland Comprehensive Plan and the Ashland Downtown Plan. **The provisions of this section are met.**

B. *The interpretation is consistent with the purpose and intent of the ordinance provision that applies to the particular ordinance section, or sections, in question.*

FINDING: The following 'Allowed Use' section is in question:

18.2.2.030 Allowed Uses

A. *Uses Allowed in Base Zones. Allowed uses include those that are permitted, permitted subject to special use standards, and allowed subject to approval of a conditional use permit. Where Table 18.2.2.030 does not list a specific use and part 18.6 does not define the use or include it as an example of an allowed use, the City may find that use is allowed, or is not allowed, following the procedures of section 18.1.5.040.*

D. *Prohibited Uses. Uses not listed in Table 18.2.2.030 and not found to be similar to an allowed use following the procedures of section 18.1.5.040 are prohibited.*

Table 18.2.2.030 Uses Allowed by Zone

	R-1	R-1-3.5	R-2	R-3	RR	WR	C-1 & C-1-D	E-1	M-1	Special Use Standards
Public Parking Facility	P	P	P	P	P	P	P	P	P	

18.6.1.030 Definitions

Parking Area or Lot. Any area inside, under, or outside of a building or structure, designed and used for parking motor vehicles, including parking lots, garages, or structures.

-Private Parking Area or Lot. A parking area for the exclusive use of the owners of the lot on which the parking area is located or whomever else they permit to use the parking area.

- Public Parking Area or Lot. A parking area available to the public, with or without payment of a fee.

The two definitions are similar in several structural and regulatory respects:

1. **Both define a land use classification and have the same functional purpose.** Both describe a parking area or lot, meaning land that is designated and used for the parking of vehicles. The physical use of the space is the same in both definitions. Each term establishes

a recognized category of parking use for purposes of zoning, land-use regulation, and development standards. In both cases, the defined area is a designated portion of real property used for the parking or temporary storage of motor vehicles.

2. **Both contemplate an identifiable parking facility located on a specific parcel and same type of land use category.** Each definition presumes the existence of a defined parking area situated on a lot or parcel of land, indicating that the parking use is tied to a specific property interest and subject to applicable land-use controls. Each definition refers to a designated area for vehicle storage/parking, implying a structured or recognized land use rather than informal roadside parking.
3. **Both assume ownership and operational control.**
   The primary similarity is that both regulate who is allowed to use the parking area, but they differ only in the scope of that access:
   - **Private Parking Area/Lot:** access is restricted to the property owner and people they authorize. In this case they want to help the public.
   - **Public Parking Area/Lot:** access is extended to the general public, potentially subject to payment or other conditions.

   In both definitions, a property owner or city operator retains legal control over the parking facility, including the authority to regulate access, establish conditions of use, and maintain the premises.
4. **Both function as regulatory distinctions rather than structural distinctions.** The definitions do not materially distinguish the physical characteristics of the parking facility; rather, they differentiate the legal status of access and use rights associated with the parking area. Both assume management or ownership. Each definition implies that the parking area is controlled by an owner or operator who determines the conditions of use (either limiting access or allowing public use).

The above sub-definitions are substantially similar in that both fall within the broader definition of a Parking Area or Lot, as each describes a designated area of land used for the parking or temporary storage of motor vehicles. The primary distinction between a Private Parking Area or Lot and a Public Parking Area or Lot relates to who is permitted to use the facility, rather than any difference in the physical characteristics or operational function of the parking area. A Public Parking Area or Lot is defined as a parking facility available to the general public, with or without payment of a fee. If a privately owned parking lot is made available for use by the general public, it functions in a manner consistent with a public parking facility regardless of the ownership of the underlying property.

In discussions with the Applicant's attorney, Mark Bartholomew, he explained his interpretation of AMC 18.6.1.030. He stated that it defines private parking area or lot as, "*A parking area for the exclusive use of the owners of the lot on which the parking area is located or whomever else they permit to use the parking area.*" It also defines public parking area or lot as "*A parking area available to the public, with or without payment of a fee.*" He noted there may be some overlap between these definitions, particularly if individuals who pay to park are considered part of those "permitted" by the owner to use the space.

However, he emphasized that rules of statutory interpretation require that all provisions of a statute be given effect, so each definition retains meaning.

He argued that if the City classifies a lot as private solely because it is privately owned, it overlooks the possibility that a privately owned lot may still function as a public parking facility if it is open to the public for a fee. To give effect to both definitions, he stated that a private lot must be one restricted either to the owner or to individuals specifically authorized by the owner. As an example, he cited a bank parking lot, where parking is limited to customers conducting business, making it a private lot. Alternatively, a public parking lot is one open to the public "*with/without payment of a fee.*" The definition does not include any identification of whether the OWNER is public or private. If the owner restricts parking to certain users—such as employees or customers—then the lot is private. If the owner allows anyone to park there for any reason, it is public.

Mr. Bartholomew also stressed that statutory interpretation should not add language that does not exist in the text, noting that the code does not specify anything about the nature of the owner.

Accordingly, where a property owner elects to allow public access to a privately owned parking lot, the use is functionally equivalent to a public parking facility. Under such circumstances, charging a fee for parking is a customary operational component of parking facilities and is commonly used to fund maintenance, management, and enforcement necessary to ensure safe and orderly use of the property.

The applicants' proposed pay-for-parking facility, which would be available for use by the general public. As such, the facility is consistent with the definition of a Public Parking Area or Lot, which is defined as a parking area available to the public, with or without payment of a fee. Because the proposed parking facility would be open to the public and may involve payment for use, it is functionally and operationally consistent with a public parking facility defined in Ashland Municipal Code 18.6. Because the facility would be open to the public, with use potentially conditioned upon payment of a fee, it is materially consistent with the definition of a public parking facility.

Table 18.2.2.030 identifies permitted, conditional, and prohibited uses within each zoning district. Where a specific use is not expressly listed in the table, and Chapter 18.6 does not define the use or provide it as an example of an allowed use, AMC 18.1.5.040 authorizes the city to determine whether the proposed use is allowable based on its similarity in character, function, and impacts to other listed uses.

In this instance, the proposed pay-for-parking facility is not separately listed as a distinct use. However, Chapter 18.6 defines both Private Parking Area or Lot and Public Parking Area or Lot, each describing a designated area used for the parking of motor vehicles. The definitions differ primarily with respect to who may use the parking facility, rather than the physical characteristics or operational function of the use.

Because the applicant proposes to make the parking area available for use by the general public, with payment of a fee, the proposed use most closely aligns with the definition and operational characteristics of a Public Parking Area or Lot. Public parking facilities are permitted in the C-1-D (Downtown Commercial) zoning district.

Accordingly, pursuant to AMC 18.1.5.040, the proposed use may reasonably be interpreted as consistent with a public parking facility and therefore should be considered a similar use and be allowable within the C-1-D zoning district. **The provisions of this section are met.**

C. *The interpretation is consistent with the opinion of the City Attorney.*

FINDING: The Agent acknowledges that a "private parking facility" is not explicitly listed as a separate use within the Ashland zoning code. However, the absence of a specific listing does not necessarily indicate that the use is prohibited. Rather, under AMC 18.1.5.040, where a use is not specifically listed or defined, the city may determine whether the proposed use is allowable by evaluating its similarity in character, function, and impacts to other uses permitted within the zoning district. It seems reasonable to interpret the code such that public parking facilities that happens to be privately owned is a permissible use that are functionally similar to, and regulated in the same manner as, "public parking facility", particularly with respect to location, design, and operational standards.

Both Private Parking Areas or Lots and Public Parking Areas or Lots, as defined in AMC 18.6, fall within the broader category of land used for the parking or temporary storage of motor vehicles. The primary distinction between the two definitions concerns who may access the parking area, rather than the fundamental nature or operational characteristics of the use.

The applicant proposes to operate the subject property as a pay-for-parking facility available to the general public. In evaluating whether this use is similar to permitted uses within the C-1-D (Downtown Commercial) zoning district, the following factors are relevant:

1. **Character of the Use**
   The proposed use involves the parking of motor vehicles on a designated portion of the property. This activity is identical in character to the use described under Public Parking Area or Lot, which is a recognized and permitted use in the commercial zoning district.
2. **Functional Operation**
   The functional operation of the proposed parking facility is consistent with that of other parking facilities permitted within commercial areas. The lot would provide short-term vehicle parking for customers, visitors, and patrons of nearby businesses, which is a customary and supportive uses within downtown commercial districts.

3. **Traffic Generation and Intensity**
   Parking facilities typically generate less traffic and fewer operational impacts than many other uses permitted within the C-1-D zone, such as retail establishments, restaurants, or entertainment venues. Vehicle movements associated with a parking lot are generally intermittent and limited in duration.
4. **Compatibility with Surrounding Uses**
   Parking facilities are commonly located within downtown commercial districts to support nearby businesses and visitors. The proposed use would provide additional parking resources for the downtown area and is compatible with the surrounding commercial land uses.

Mr. Bartholomew also addressed the pre-application comment referencing ORS 98.805 (see ORS in **EXHIBIT "C"**). After review he indicated that ORS 98 has to do with special laws regarding towing regulations and not parking and is inapplicable. He indicated that ORS Chapter 801 is more relevant, as it defines "premises open to the public," which is a necessary condition for enforcing vehicle laws on private property. He provided examples to illustrate this distinction: a private driveway is not open to the public and therefore not subject to such regulations, whereas a Safeway parking lot, though privately owned, is open to the public and thus subject to vehicle code enforcement.

Based on this interpretation, he concluded that privately owned parking lots can still be open to the public. In the context of the Ashland code, this means that a privately owned parking lot may function as a public parking lot if it is open to public use.

By formally designating and posting a portion of the subject property as a parking facility, the owner would be better equipped to manage the property in accordance with state law governing abandoned or improperly parked vehicles. Establishing the parking area through Site Plan Review would also allow the City to ensure compliance with applicable design, access, and safety standards.

Based on the similarity in character, function, traffic generation, and compatibility with surrounding uses, the proposed pay-for-parking facility is substantially similar to a Public Parking Area or Lot, which is permitted in the C-1-D zoning district. Accordingly, the proposed interpretation is reasonable and consistent with the intent of the Ashland Land Use Ordinance. **The provisions of this section are met.**

III. SUMMARY:

Based upon the information submitted with this application, the City of Ashland finds that the applicant has provided sufficient information demonstrating that a private parking facility open to the public is substantially similar in character and function to a public parking facility, which is identified as a permitted use within the C-1-D (Downtown Commercial) zoning district.

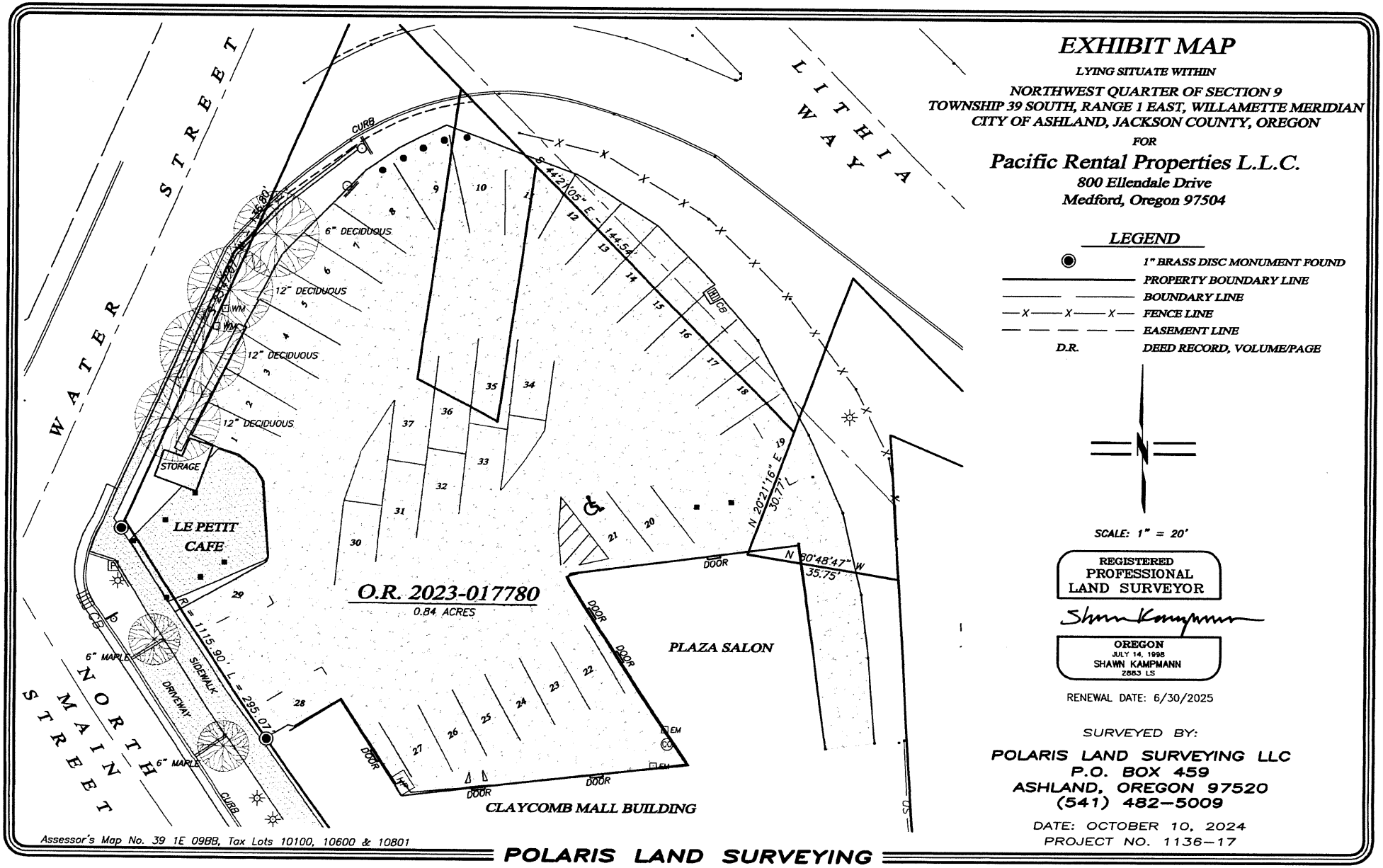
The proposed use is therefore consistent with the intent and applicable provisions of the Ashland Municipal Code (AMC). Additionally, the proposal is consistent with the relevant policies and objectives of the City of Ashland Comprehensive Plan and complies with applicable Oregon State law.

Based on this information and exhibits attached, the applicant respectfully requests approval of this application.

RESPECTFULLY SUBMITTED,

Megan LaNier
LaNier Land Consulting, LLC

Exhibit A



Assessor's Map No. 39 1E 09BB, Tax Lots 10100, 10600 & 10801

EXHIBIT MAP

LYING SITUATE WITHIN
NORTHWEST QUARTER OF SECTION 9
TOWNSHIP 39 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN
CITY OF ASHLAND, JACKSON COUNTY, OREGON

FOR

Pacific Rental Properties L.L.C.
800 Ellendale Drive
Medford, Oregon 97504

LEGEND

- 1" BRASS DISC MONUMENT FOUND
- PROPERTY BOUNDARY LINE
- BOUNDARY LINE
- FENCE LINE
- EASEMENT LINE
- D.R. — DEED RECORD, VOLUME/PAGE

SCALE: 1" = 20'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 14, 1998
SHAWN KAMPMANN
2883 LS

RENEWAL DATE: 6/30/2025

SURVEYED BY:
POLARIS LAND SURVEYING LLC
P.O. BOX 459
ASHLAND, OREGON 97520
(541) 482-5009

DATE: OCTOBER 10, 2024
PROJECT NO. 1136-17

POLARIS LAND SURVEYING

Exhibit B

The comments of this pre-application are preliminary in nature and subject to change based upon the submittal of additional or different information. The Planning Commission or City Council are the final decision making authority of the City, and are not bound by the comments made by the Staff as part of this pre-application.

ASHLAND PLANNING DEPARTMENT
PRE-APPLICATION CONFERENCE
COMMENT SHEET
December 4, 2024

SITE: 40 North Main Street
APPLICANT: Rogue Planning/DeLuca
REQUEST: Private Parking Lot

PLANNING STAFF COMMENTS

This pre-application conference is intended to highlight significant issues of concern to staff and bring them to the applicant's attention prior to their preparing a formal application submittal.

Generally: In staff's assessment, accessibility to the general public by itself does not determine whether a parking facility is public or private. Ownership and operational control are deciding factors. The Oregon Revised Statutes in ORS 98.805(1)-(4) explicitly differentiate between public parking facilities and private parking facilities in terms of the "ownership or control" of the facility. This bifurcation in state law establishes that public parking facilities are distinctly those managed or controlled by state agencies or public entities, while private parking facilities fall under the control of private entities or individuals and each is provided for differently under state law in terms of regulation. Private parking lots are not listed as an allowed use in this zone under AMC Table 18.2.2.030 "Uses Allowed by Zone", and the ordinance is explicit in AMC 18.2.2.030.D in stating, "*Uses not listed in Table 18.2.2.030 and not found to be similar to an allowed use following the procedures of section 18.1.5.040 are prohibited.*"

Should the applicant wish to further pursue this issue, the procedure would be to request a formal interpretation by the Staff Advisor on the issue. A brief summary of staff's initial consideration of the issue is provided at the end of this document. The applicant would then have the opportunity to appeal staff's interpretation through a public hearing at the Planning Commission.

Interpretations: Interpretations may be either ministerial or a Type I process, depending on whether discretion is involved. Interpretations are discussed in the Ashland Municipal Code in AMC 18.1.5.030 as being subject to the following criteria:

- **A.** *The interpretation is consistent with applicability policies of the Comprehensive Plan.*
- **B.** *The interpretation is consistent with the purpose and intent of the ordinance provision that applies to the particular ordinance section, or sections, in question.*
- **C.** *The interpretation is consistent with the opinion of the City Attorney.*

Site Design Review Permit: In the event that a private parking lot were ultimately allowed once an interpretation is resolved, if the site configuration (number and dimension of spaces, circulation, landscaping, etc.) differed from the most recent land use approval or altered approved circulation as

it relates to the public right-of-way, the applicant would also need to obtain Site Design Review approval and demonstrate compliance with all of the applicable vehicle area design requirements.

OTHER DEPARTMENTS' COMMENTS

BUILDING DEPARTMENT: *No comments provided.* For any Building Codes related questions, please contact Building Official Steven Matiaco via e-mail to steven.matiaco@ashlandoregon.gov or call 541-488-5305.

CODE COMPLIANCE: *No comments provided.* For any Land Use Code Compliance-related information, please contact Code Compliance at (541) 488-5305.

CONSERVATION DIVISION: *No comments provided.* For any information on Conservation Programs, please contact Dan Cunningham at 541-552-2063 or via e-mail to: dan.cunningham@ashland.or.us.

PUBLIC WORKS DEPARTMENT: *See comments at the end of this document.* Please contact Karl Johnson of the Engineering Division for any Engineering-related information at 541-552-2415 or via e-mail to: karl.johnson@ashlandoregon.gov.

FIRE DEPARTMENT: *The Fire Department had no project specific comments.* Please contact Fire Marshall Mark Shay for any Fire Department-related information at 541-552-2217 or via e-mail to: mark.shay@ashlandoregon.gov.

WATER AND SEWER SERVICE: *No comments provided.* Please contact the Water Department for any further information at 541-488-5353.

ELECTRIC DEPARTMENT: Please contact Rick Barton in the Electric Department to discuss any additional service requirements, fees, etc. at 541-552-2082 or via e-mail to rick.barton@ashland.or.us.

OREGON DEPARTMENT OF TRANSPORTATION (ODOT): *No comments provided from ODOT.* For any additional ODOT-related information, please contact:

> **Micah Horowitz, AICP** | Senior Transportation Planner
> ODOT Region 3 | Southwest Oregon
> p: 541.774.6331 | c: 541.603.8431 |e: micah.horowitz@odot.oregon.gov

ZONING DISTRICT REQUIREMENTS

For details on the requirements of the Commercial Downtown (C-1-D) zoning, see https://ashland.municipal.codes/LandUse/18.2.6.030 "Standards for Non-Residential Zones" and the "Uses Allowed by Zone" Table at https://ashland.municipal.codes/LandUse/18.2.2.030 .

PROCEDURE: The ordinance interpretation procedure is detailed in https://ashland.municipal.codes/LandUse/18.1.5.050. Generally:

- At a minimum, an application for code interpretation shall include: 1) a letter citing the nature and reasons for the request, and, 2) as required, a city fee. The Staff Advisor then shall review relevant background information, including but not limited to other relevant ordinance sections and previous City land use decisions.
- Where an application for a formal interpretation is required, the Staff Advisor shall determine whether the request will be processed through a Ministerial or Type I review process. *Where the interpretation does not involve the exercise of discretion, the application shall be processed using the Ministerial procedure in section 18.5.1.040; and where an interpretation requires discretion, the application shall be processed using the Type I procedure in section 18.5.1.050.* When a code interpretation using the Type I procedure is called up for review, the Planning Commission, following the Type II procedure in section 18.5.1.060, shall have the authority to modify the interpretation based on the criteria in section 18.1.5.030.
- The Staff Advisor within 30 days of the inquiry shall respond in writing to the person(s) making the inquiry indicating whether additional information or a formal application is required.

Application Requirements (AMC 18.5.1.050).

1. *Application Form and Fee. Applications for Type I review shall be made on forms provided by the Staff Advisor. One or more property owners of the property for which the planning action is requested, and their authorized agent, as applicable, must sign the application. The application shall not be considered complete unless the appropriate application fee accompanies it.*
2. *Submittal Information. The application shall include all of the following information.*

    a. *The information requested on the application form (see https://ashlandoregon.gov/DocumentCenter/View/262/Zoning-Permit-Application-PDF)*
    b. *Plans and exhibits required for the specific approvals sought.*
    c. *A written statement or letter explaining how the application satisfies each and all of the relevant criteria and standards in sufficient detail.*
    d. *Information demonstrating compliance with all prior decision(s) and conditions of approval for the subject site, as applicable.*
    e. *The required fee (see below and https://ashlandoregon.gov/DocumentCenter/View/2153/FY24-25-Planning-Division-Fee-Schedule-PDF).*

****

NEXT APPLICATION DEADLINE: *(Deadlines do not apply for Type I applications)*
UPCOMING PC MEETINGS: Second Tuesday of each month
FEES **Site Design Review (T1):** $1,315.50 + ½ percent valuation (*if applicable*)
Other Type I Application: $1,315.50

***NOTES:** Applications are accepted on a first come-first served basis. All applications received are reviewed by staff, and must be found to be complete before being processed or scheduled at a Planning Commission meeting. Applications will not be accepted without a complete application form signed by the applicant(s) and property owner(s), all required materials and full payment. Applications are reviewed for completeness in accordance with ORS 227.178, and the first COMPLETE applications submitted are processed at the next *available* Planning Commission meeting.

For further information, please contact: December 3, 2024
Derek Severson, *Planning Manager*
Phone: 541-552-2040/ E-mail: derek.severson@ashlandoregon.gov

Comments during the preapplication conference:
Staff's concerns are that the state code has a definiton of private vs. public parking areas and that a for pay private lot.
The difference is based on the ownership and control of the facility.
A draft determination was provided by the Community Development Director. The code allows for public lots but by ommission of private does not mean private for pay lot are approved.

A formal intrepretation would be necessary. The director would make the decision and then that can either be provided to the commission to make the intrepretation based on the information provided in the the application.

The city attorney opinion will be requested by staff as part of the intrepretation request

Options:
Reach out to city managers office to see if leasing of the lot would be considered by the city

Request Legislative law changes to modify how the code language (Could take years)

Some arguments:

Due to state changing rules regarding parking mandates (This may only apply to required parking)
Parking canbe unbundledfrom the commercial lease and a fee can be collected. There is a 10% income tax on commercial parking fees.

Public Works/Engineering Pre-Application Conference Comments

1. ***Engineered Plans*** *- Where public improvements are required or proposed, the applicant's engineer shall submit design plans for approval of all public improvements identified on the approved plan or as specified in the conditions of approval. One set of these civil plans* ***MUST BE SUBMITTED DIRECTLY TO THE PUBLIC WORKS/ENGINEERING DEPARTMENT****. All design plans must meet the current City of Ashland Public Works Standards. Engineered construction plans and specifications shall be reviewed and signed by the Public Works Director, prior to construction. All public facilities within the development will be designed to the City of Ashland Engineering Design Standards for Public Improvements.*

   Where public improvements are required or completed, the developer shall submit as-built drawings of all public improvements constructed during and in conjunction with this project. Field changes made during construction shall be drafted to the drawings in the same manner as the original plans with clear indication of all modifications (strike out old with new added beside).

   The engineered plans ***MUST CONFORM TO THE FOLLOWING****:*
   - *Drawings must be submitted digitally and* ***MUST*** *be true scale PDF drawings*
   - *Drawings sizes shall comply with ANSI-defined standards for page width and height.*
   - *Review and construction drawings* ***MUST*** *be submitted in B size (11x17).*
   - *All final, as-constructed drawings,* ***MUST*** *be submitted digitally as true scale PDF drawings and on Mylar if requested. Final drawings shall be B size (11x17) or D size (22x34). If D size drawings are produced, both B size and D size* ***MUST*** *be submitted.*

2. ***Permits*** *– Any construction or closure within the public right of way will require a Public Works permit and before any work in the right of way commences all necessary permits MUST be obtained. ODOT will need to review and approve any improvements in the ODOT right-of-way. City of Ashland must obtain a copy of any ODOT approvals and/or permits that are granted before any work in the ODOT right-of-way begins.*
3. ***TIA (Transportation Impact Analysis)*** *– No TIA will be required for this project.*
4. ***Right-of-Way***

   - *The survey included in the proposal shows that a portion of parking spots #11-19 are inside ODOT right-of-way. Applicant should work with ODOT to determine how this situation should be handled and whether adjustments to the property line are necessary.*
   - *The survey included in the proposal shows that a portion of the "Beaver Slide" crosses the applicants property. Applicant should work with the City to determine how this situation should be handled and whether an easement or other adjustments are best.*

5. ***Street Improvement*** – *No additional street improvements, beyond those necessary to comply with City Street Standards, will be required at this time.*

Please contact Karl Johnson of the Engineering Division for any further Engineering-related information at 541-552-2415 or via e-mail to: karl.johnson@ashlandoregon.gov.

Exhibit C

ORS 98.805 Definitions for ORS 98.810 to 98.818, 98.830 and 98.840

As used in this section and ORS 98.810 (Unauthorized parking of vehicle on proscribed property prohibited) to 98.818 (Preference of lien), 98.830 (Towing abandoned vehicle from private property) and 98.840 (Towing vehicle alternative to procedure in ORS 98.810 to 98.818):

(1) "Owner of a parking facility" means:

(a) The owner, lessee or person in lawful possession of a private parking facility; **or**

(b) Any officer or agency of this state with authority to control or operate a parking facility.

(2) "Owner of proscribed property" means the owner, lessee or person in lawful possession of proscribed property.

(3) "Parking facility" means any property used for vehicle parking.

(4) "Proscribed property" means any part of private property:

(a) Where a reasonable person would conclude that parking is not normally permitted at all or where a land use regulation prohibits parking; **or**

(b) That is used primarily for parking at a dwelling unit. As used in this paragraph, "dwelling unit" means a single-family residential dwelling or a duplex.

(5) "Tower" means a person issued a towing business certificate under ORS 822.205 (Certificate).

(6) "Vehicle" has the meaning given that term in ORS 801.590 ("Vehicle."). [1979 c.100 §2; 1981 c.861 §23; 1983 c.436 §2; 2007 c.538 §9; 2017 c.480 §1]

Location: `https://oregon.public.law/statutes/ors_98.805`

Council Business Meeting

Date: June 16, 2026

Agenda Item	Approval of a Construction Contract with Knife River Materials for the Ashland Municipal Airport Pavement Rehabilitation Project
Department	Public Works
From	Scott Fleury, Director, Kaylea Kathol, Chance Metcalf

TIME ESTIMATE
5 Minutes.

CATEGORY
Contract Approval - as the contract board, confirm proper procedure with a motion to approve.

SUMMARY
Staff is requesting Council approval to enter a $1,025,144.80 construction contract with LTM Inc, dba Knife River Materials, for the approved Ashland Municipal Airport Runway and Taxilane Rehabilitation and Reconstruction Project – Phase 2: Construction (Project). The City Council previously accepted grants from the Federal Aviation Administration (FAA) and Oregon Department of Aviation (ODA) that fund a majority of the project.

POLICIES, PLANS & GOALS SUPPORTED
VISION STATEMENTS for Success:

- *Ashland is a resilient, sustainable community that maintains the distinctive quality of place for which it is known*
- *We will continue to be a unique and caring city that stresses environmental conservation, fosters artistic expression, and is open to new ideas and innovation*
- *We will plan and direct our efforts to fulfill this Vision for the long term with a constant view toward being an open, welcoming community for all with a positive economic future*

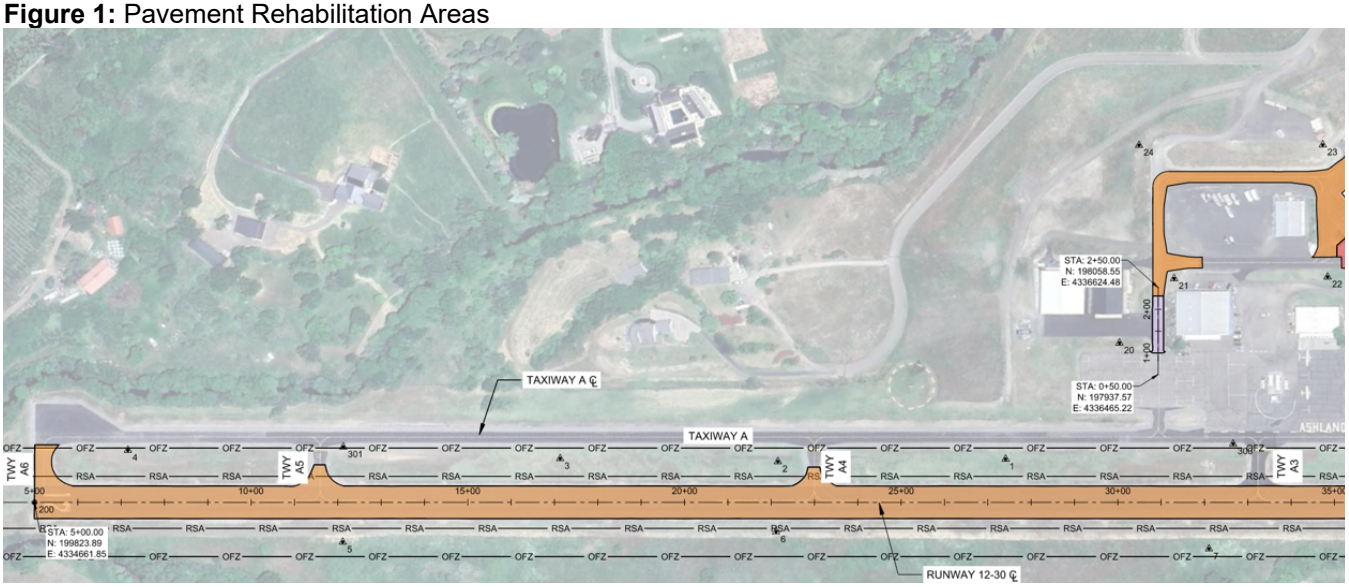
VALUE STATEMENTS for Success that Support the Vision:
ORGANIZATION
Quality infrastructure and facilities through timely maintenance and community investment.

BACKGROUND AND ADDITIONAL INFORMATION
A. Previous Council Action
The City Council approved the Capital Improvements Program (CIP) on April 1, 2025 that included Phase 2 of this Project. Council subsequently approved the 2026-27 biennium budget, providing the necessary appropriations for the Project.

At the May 19, 2026 Business Meeting, Council gave preliminary authorization for the City Manager to sign grant acceptance grant documents for an Airport Improvement Grant (AIG) and an Airport Infrastructure Program (AIP) grant from the FAA. The FAA approved the City's application for both grants on May 27, 2026.

B. Context
The Ashland Municipal Airport consists of a Runway, Taxiway A, connector Taxiways A1 through A6, Northwest Apron Taxilanes 1 and 2, an apron area, several hangar buildings, and a Fixed-Base Operator (FBO). The runway, taxiways and taxilanes show significant pavement distress including weathering, cracking, and deteriorating crack and patch repairs. Figure 1 below details all areas to be improved at the Ashland Municipal Airport.

Figure 1: Pavement Rehabilitation Areas



C. Process

On April 7, 2026, the City issued a formal Invitation to Bid (ITB) for Phase 2 – Construction. A formal procurement process was required due to the anticipated cost of the construction project. The ITB was posted on Oregon Buys the state procurement website and advertised in the Daily Journal of Commerce. The formal bid document and Knife River bid is attached for reference.

The rehabilitation scope of work for the runway and taxilanes includes crack repair, asphalt patching, and the application of a seal coat to approximately 46,000 square yards of existing pavement. The reconstruction scope includes demolition, excavation, and replacement of approximately 400 square yards of pavement, followed by shoulder grading and restoration.

The City received a single bid from Knife River in the amount of $1,025,144.80 on April 30, 2026 (bid closing). The bid was considered responsive and was below the engineer's estimate of $1,197,444.44. No additional bids were submitted. The City also received a proposal from Century West Engineering in the amount of $219,736 to provide Construction Management (CM) services. A Personal Services Agreement has been executed with Century West Engineering, as their fee was below the $250,000 threshold for Council approval.

FISCAL IMPACTS

Phase 2 total project costs are estimated at $1,252,380.80. This amount includes Knife River's construction bid, Century West's Construction Management (CM) services fee, and project administration costs incurred by City staff. The combined AIG/AIP grant awards provide $1,189,761.00, which is sufficient to fully fund the Knife River construction contract. The remaining Phase 2 costs will be covered by a $55,089 Critical Oregon Airport Relief (COAR) grant from ODA and $7,530 directly from the airport fund.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

I move to approve a construction contract with Knife River in the amount of $1,025,144.80 for the Ashland Municipal Airport Runway and Taxilane Rehabilitation and Reconstruction Project – Phase 2: Construction and authorize the City Manager to sign the final agreement.

REFERENCES & ATTACHMENTS

1. 2024-03_Ashland Airport Runway and Taxilane Rehabilitation_ITB_FINAL Specifications - Compiled
2. 06 16 2026 Attachment_Knife River Bid

INVITATION TO BID

FOR A PUBLIC WORKS CONSTRUCTION PROJECT

CITY OF ASHLAND, OREGON

PROJECT NAME: ASHLAND MUNICIPAL AIRPORT - RUNWAY AND TAXILANE REHABILITATION PROJECT

PROJECT NUMBER: 2024-03

AIP # 3-41-0002-017-2025

PROJECT TYPE: Road Construction

PRE-BID (NON-MANDATORY): 11:00:00 am PDT, Tuesday, April 14TH, 2026.

BIDS DUE BY: 2:00:00 pm PDT, Thursday, April 30TH, 2026

DESCRIPTION OF WORK

ASHLAND MUNICIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT
Project No. 2024-03
AIP# 3-41-0002-017-2025
Road Construction

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be at 2:00:00 pm on the 30th day of April 2026. Bids will be received by Chance Metcalf, PMP, Project Manager at the following time and places:

Before 2:00:00 pm on the day of Bid Closing.

For Bids submitted by mail or parcel delivery service, send to:

City of Ashland
c/o Chance Metcalf, PMP, Project Manager
51 Winburn Way
Ashland, OR 97520

For Bids submitted by hand delivery, obtain a date stamp on the Bid and submit to:

City of Ashland
c/o Chance Metcalf, PMP, Project Manager
51 Winburn Way
Ashland, OR 97520

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00:00 pm on the day of Bid Closing.

PLACE, TIME, AND DATE OF READING BIDS (PRE-BID)

An **non-mandatory** pre-bid meeting for the work described above will be held at the Ashland Airport in the Airport Office, 403 Dead Indian Memorial Rd, Ashland, Oregon, beginning at 11:00:00 am on the 17th day of April 2026.

PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening for the work described above will be in the Siskiyou Room of the Community Development and Engineering Services Building, 51 Winburn Way, Ashland, Oregon, beginning at 2:00:00 pm on the day of Bid Closing, the 30th day of April 2026.

COMPLETION TIME LIMIT

See Special Provisions Subsection 00180.50(h).

CLASS OF PROJECT

This is a ***Federal Aviation Administration and Oregon Department of Aviation*** funded Project.

APPLICABLE SPECIAL PROVISIONS

The Special Provisions booklet applicable to the above-described work, for which Bids will be opened at the place, time, and date stated above, is that which contains the exact information as shown above on this page.

Bidders are cautioned against basing their Bids on a booklet bearing any different description, date(s), Class of Project, or Class of Work.

Introduction and Table of Contents

All Contract Documents are listed below. Documents are either attached or bound separately and available from the Project Manager. All Documents bound separately are incorporated into the Contract Documents and have the same force and effect as though set forth in full herein.

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If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

1. Authorized Change Orders and Supplemental Agreements
2. This Contract, including exhibits and addenda
3. Permits from governmental agencies
4. FAA required Contract Provisions
5. FAA Advisory Circular 150/5370-10H Standards for Specifying Construction of Airports (FAA General Provisions)
6. Project general requirements
7. FAA Advisory Circular 150/5370-10H Standards for Specifying Construction of Airports (FAA Technical Specifications)
8. Project drawings
9. Standard drawings

At all times the Federal contract provisions prevail over others, except, if there is a conflict, the more stringent applies.

CHECKLIST FOR BID SUBMITTAL

1. Bid & Bid Schedule
   - ☐ Fill in bidder information on first page
   - ☐ Indicate amount of bid bond on paragraph 17
   - ☐ Indicate bidder status on paragraph 24
   - ☐ Indicate number of addenda received on paragraph 31
   - ☐ Fill in bidder information and sign paragraph 34
   - ☐ Fill in unit prices and amounts for all bid items
   - ☐ Fill in total bid amount

2. First Tier Subcontractor Disclosure Form
   - ☐ Fill in this form and include with bid schedule (or within 2 hours of closing).

3. Bid Bond
   - ☐ Provide 10% bid bond on form included on page 50.
4. ☐ Contractor's qualification statement, in accordance with Section 20-02, including "Evidence of Competency" and "Evidence of Financial Responsibility".
5. ☐ Acknowledgement of addenda. Acknowledge receipt of all addenda. Bidders are strongly encouraged to contact the City to verify that all addenda are in hand prior to submittal of bid package.
6. ☐ Letter of intent (if DBE subcontractors are used, (Exhibit K.)
7. ☐ Restriction of Federal public works projects (Exhibit L).
8. ☐ Buy American certification (Exhibit M).
9. ☐ Certification regarding tax delinquency and felony convictions (Exhibit N).
10. ☐ Bidders List (Exhibit O).
11. ☐ First-tier subcontractor disclosure form (Exhibit P).

CHECKLIST FOR CONTRACT SUBMITTAL

1. Standard Public Improvement Contract
   - ☐ Fill in contractor data and certification on page 2 and 3 of the contract form.
   - ☐ Sign on page 3 of the contract form

2. Certifications of Representation
   - ☐ Check all items that apply and sign

3. ☐ IRS Form W-9

4. ☐ Insurance certifications as required by Exhibit C (page 46)

5. ☐ Exhibit D – Certification Statement for Corporation as Independent Contractor

6. Performance Bond
   - ☐ Provide on form provided on page 52 (or approved surety form)

7. Payment Bond
   - ☐ Provide on form provided on page 54 (or approved surety form)

PART I – BID & CONTRACT DOCUMENTS

BID AND BID SCHEDULE

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ASHLAND, JACKSON COUNTY, OREGON, AS STATED IN THE COMPLETED BID SCHEDULE, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ASHLAND, CITY HALL, 20 EAST MAIN STREET, ASHLAND, OREGON 97520.

NAME OF BIDDER _____

CONTACT _____

ADDRESS _____

CITY _____ **STATE** _____**ZIP**_____

TELEPHONE NO._____

FAX NO. _____

EMAIL ADDRESS _____

To the Honorable Mayor and City Council
City Hall
City of Ashland
51 Winburn Way
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the construction of the ASHLAND MUNUCIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT No. 2024-03 (hereinafter "Project") for the City of Ashland, Oregon, as shown in the contract documents on file at City Community Development Building, which are a condition of this Bid as though they were attached. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. Refer to Part II – Federal Section 20 Proposal Requirements and Conditions paragraph 20-06 for additional information. The more stringent requirements shall apply. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid from a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules. Additional evaluation criteria are as follows:

   This contract will be funded, in part, by a grant from the Federal Aviation Administration. As such it will be subject to federal requirements. These include, but are not limited to:
   - Buy American Preferences;
   - Foreign Trade Restrictions;
   - Prevailing Wage Rates. All labor shall be paid no less than the minimum wage rates established by the US Secretary of Labor (Davis Bacon) or the State of Oregon (BOLI) whichever is greater;
   - Affirmative Action Requirements;
   - Government wide debarment and suspension provisions; and
   - Government wide requirements for drug-free workplace.

   Refer to Part II – Federal Section 10 through Section 90 and Supplementary Conditions. The more stringent Federal or City specifications shall apply.

   Refer to the Appendix for Federal Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects.

4. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

5. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

6. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

7. The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

   Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;

   Certificates of Insurance for Liability and property damage coverage;

   Certificates of Coverage for Workman Compensation and unemployment insurance;

   All other bonds, permits, licenses, etc. as required in the contract documents.

8. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of “extra work” for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned’s own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

9. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

10. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

11. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

12. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

13. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for. Unit prices are to be shown in both words and figures. In case of any discrepancy, the amounts shown in words shall govern.

14. **Basis of Award is the total sum of Schedule A through Schedule D of the Bid Schedule below.**

15. Upon receipt of written notice of the acceptance of its bid, Bidder shall execute a formal contract with the City within ten (10) days, deliver surety bond or bonds as required, and deliver required proof of insurance. The bid security attached in the sum of five percent (5%) of the total price for the bid or combination of bids is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

16. If the proposed bid price will exceed $50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis-Bacon Act requirements. “Prevailing Wage Rates for Public Works Contracts in Oregon,” which are incorporated herein by reference, and can be accessed at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

17. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

18. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of _____, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option,

determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

19. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

20. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

21. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

22. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to initiate and complete this Project by the date stated below.

    - The work shall be commenced within ten (10) business days after receipt of the written Notice to Proceed.
    - The work shall be completed in all respects within 45 calendar days from Notice to Proceed.
        - One Runway closure of 5 consecutive calendar days is allowed. This closure shall occur within the 45 consecutive calendar day period.
        - Work in Work Area #1 (WA #1) & Work Area #2 (WA #2) shall be completed in 5 consecutive calendar days. If work is not complete within the 5 consecutive calendar day period, liquidated damages as set forth in the specifications will be assessed. Work exempt from the 5 calendar day requirement during Phase I includes the second application of pavement markings. Work in WA #1 & WA #2 shall be complete at the conclusion of the 5 consecutive calendar days and the Airport shall be fully operational.
        - Work in WA #3 shall occur within the 45 consecutive calendar day window, and shall be completed in 40 consecutive calendar days. If work is not complete within the 40 consecutive calendar day period, liquidated damages as set forth in the specifications will be assessed. Work exempt from the 40 consecutive calendar day requirement for WA #3 includes the second application of pavement markings.

- The time allowed for the final application of painted pavement markings is 2 calendar days. The airport shall be open to air traffic at the conclusion of the time allowed. If work is not complete within the 2 calendar day period, liquidated damages as set forth in this proposal will be assessed

- The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.

23. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

24. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

25. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.

    - The Bidder is _____ or is not _____ a Resident Bidder as defined in ORS 279A.120.

26. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

27. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

28. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

29. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this contract.

30. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

31. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

32. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on City's website (www.ashland.or.us) at the Public Works page. The addenda may be downloaded or picked up at the Department of Public Works, 51 Winburn Way, Ashland, Oregon. The bidder must check the website and Public Works bulletin board frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER ____ THROUGH ____ HAVE BEEN REVIEWED

33. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.

34. Instructions for First-Tier Subcontractors Disclosure.

    Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, you must disclose the following information about that subcontract within two working hours of bid closing:

    - The subcontractor's name and address;
    - The subcontractor's Construction Contractor Board registration number, if one is required, and;
    - The subcontract dollar value.

    If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form. Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

    THE CITY MAY REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION WITHIN TWO HOURS OF BID CLOSING.

    THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

    The disclosure should be submitted on the First-Tier Subcontractor Disclosure Form attached to this Invitation to Bid.

35. **Bidder Information and Signature**

Firm Name of Bidder	Signature of Bidder
	Printed Name of Bidder
	Official Title
State of Incorporation	CCB Number

Dated this _____ day of _____ 20___.

Name of Bidder _____

Address _____

Telephone No. _____

BID SCHEDULE
ASHLAND MUNICIPAL AIRPORT – RUNWAY AND TAXILANE REHABILIATION PROJECT
Project No. 2024-03

SCHEDULE A-D (BASIS OF AWARD) BID TOTAL	

Name of Authorized Representative *Total Written in Dollars*

Authorized Representative Signature *Date*

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule A - Base Bid - Runway and Taxiway Connector Rehabilitation					
1	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1		
2	Safety Plan Compliance Document	01300	LS	1		
3	Temporary Flagging, Marking, and Signing	01300	LS	1		
4	Low Level Barricades	01300	LS	1		
5	Construction Staking	01406	LS	1		
6	FOD Prevention Controls	P-100	LS	1		
7	Removal of Foreign Substance/Contaminates	P-101	LS	1		
8	Pavement Marking Removal	P-101	SF	7,650		
9	Route & Seal Crack Repair	P-101	LF	7,120		
10	Heat & Seal Crack Repair	P-101	LF	1,460		
11	Slurry Seal	P-626	SY	31,110		
12	Pavement Marking (First Application)	P-620	SF	7,650		
13	Pavement Marking (Second Application)	P-620	SF	7,650		
					Total Schedule A Cost Estimate	

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule B - Base Bid - Taxilane Reconstruction					
14	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1		
15	Construction Staking	01406	LS	1		
16	Inlet Protection	C-102	EA	2		
17	FOD Prevention Controls	P-100	LS	1		
18	Pothole Utility Crossings	P-152	LS	1		
19	Aggregate Shoulder Regrade	P-208	LS	1		
20	Asphalt Concrete Pavement Removal	P-101	SY	380		
21	Unclassified Excavation	P-152	CY	90		
22	Unsuitable Excavation	P-152	CY	10		
23	Subgrade Stabilization	P-152	CY	10		
24	Geotextile Fabric	P-152	SY	90.0		
25	Geogrid	P-152	SY	40.0		
26	ODOT Aggregate Base Course	P-208	CY	90		
27	ODOT Asphalt Mix Pavement Surface Course	P-403	TON	70		
28	Pavement Marking (First Application)	P-620	SF	200		
29	Pavement Marking (Second Application)	P-620	SF	200		
					Total Schedule B Cost Estimate	

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule C - Base Bid - North Taxilane Rehabilitation					
30	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1		
31	Construction Staking	01406	LS	1		
32	Inlet Protection	C-102	EA	6		
33	FOD Prevention Controls	P-100	LS	1		
34	Pavement Marking Removal	P-101	SF	865		
35	Asphalt Concrete Pavement Removal	P-101	SY	5,521		
36	Aspalt Pavement Patch	P-101	SF	240		
37	Route & Seal Crack Repair	P-101	LF	1,000		
38	Heat & Seal Crack Repair	P-101	LF	2,500		
39	Wide Crack Repair	P-101	LF	300		
40	Unclassified Excavation	P-152	CY	920		
41	ODOT Aggregate Base Course	P-208	CY	920		
42	ODOT Asphalt Mix Pavement Surface Course	P-403	TON	1,025		
43	Fog Seal	P-608	SY	4,560		
44	Slurry Seal	P-626	SY	2,330		
45	Pavement Marking (First Application)	P-620	SF	1,420		
46	Pavement Marking (Second Application)	P-620	SF	1,420		
					Total Schedule C Cost Estimate	

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule D - Base Bid - South Taxilane Rehabilitation					
47	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1		
48	Construction Staking	01406	LS	1		
49	Inlet Protection	C-102	EA	2		
50	FOD Prevention Controls	P-100	LS	1		
51	Asphalt Concrete Pavement Removal	P-101	SY	2,537		
52	Route & Seal Crack Repair	P-101	LF	95		
53	Heat & Seal Crack Repair	P-101	LF	62		
54	Unclassified Excation	P-152	CY	211		
55	ODOT Aggregate Base Course	P-208	CY	210		
56	ODOT Asphalt Mix Pavement Surface Course	P-403	TON	471		
57	Slurry Seal	P-626	SY	376		
58	Pavement Marking (First Application)	P-620	SF	360		
59	Pavement Marking (Second Application)	P-620	SF	360		
					Total Schedule D Cost Estimate	

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule E - Bid Additive - North Taxilane Hangar Rock					
60	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1		
61	Construction Staking	01406	LS	1		
62	Unclassified Excavation (6 IN)	P-152	CY	440		
63	ODOT Aggregate Base Course	P-208	CY	382		
					Total Schedule E Cost Estimate	

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule F - Bid Additive - Taxilane Shoulder Grading					
64	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1		
65	Construction Staking	01406	LS	1		
66	Clearing and Grubbing	P-151	LS	1		
67	Stripping	P-152	CY	90		
68	Unclassified Excavation	P-152	CY	70		
69	Embankement in Place	P-153	CY	5		
70	ODOT Aggregate Base Course	P-208	CY	63		
					Total Schedule F Cost Estimate	
					Total Estimate Bid Construction Cost (Sch A - Sch D, Basis of Award)	
					Total Estimate Bid Construction Cost (Including Additives)	

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

INSTRUCTIONS

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- Not later than two working hours after the time set for opening Bids. (For example, before 11:00 a.m. after a 9:00 a.m. Bid Opening.) Submit according to one of the following methods:
- Print the form from the Bid Booklet, fill it in, and either:
    - Deliver to the following address where it can be time and date stamped

      City of Ashland
      Community Development and Engineering Services Building
      51 Winburn Way
      Ashland, OR 97520, or

    - FAX it to (541) 488-6006.

The Agency is not responsible for partial, failed, illegible, or partially legible FAX transmissions or electronic submissions.

Instructions for First-Tier Subcontractor Disclosure

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement project in the "Notice to Contractors", or in other advertisement or solicitation documents is greater than $100,000, bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (1) 5% of the total project Bid, but at least $15,000, or (2) $350,000 regardless of the percentage of the total project Bid, you must disclose the following information about that subcontractor not later than two working hours after the time set for opening Bids:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If the Agency's cost range is greater than $100,000 and you will not be using any first-tier subcontractors, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

If the Agency's cost range is greater than $100,000 and you are not subject to the above disclosure requirements, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

To determine disclosure requirements, the Agency recommends that you disclose subcontract information for any subcontractor as follows:

1) Determine the lowest possible prime contract price. That will be the base Bid amount less all alternate deductive Bid amounts (exclusive of any options that can only be exercised after Bid award).

2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services are greater than or equal to: (1) 5% of the lowest contract price, but at least $15,000, or (2) $350,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination, (for example, if a subcontractor will provide $15,000 worth of services on the base Bid and $40,000 on an additive alternate, then the potential amount of the subcontractor's services is $55,000. Assuming that $55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the $15,000 services and the $40,000 services).

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name_____

Project Number_____

Bid Opening Date_____

Name of Bidding Contractor_____

☐ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS)*

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

PUBLIC IMPROVEMENT CONTRACT

FOR

ASHLAND MUNUCIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT

PROJECT NO. 2024-03

This Public Improvement Contract (hereinafter "Contract") is entered into by and between the CITY OF ASHLAND, an Oregon municipal corporation (hereinafter "City"), and _____(hereinafter "Contractor"). This Contract incorporates the attached 'Contractor Data, Certification, and Signature' page as well as Exhibits A-J.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. PROJECT MANAGER:

The City's Project Manager for this Contract is:

Chance Metcalf, Project Manager, City of Ashland Public Works/Engineering Division

2. WORK:

2.1. The Work under this Contract is for the *ASHLAND MUNUCIPAL AIRPORT – RUNWAY AND TAXIELANE REHABILITATION PROJECT, Project No. 2024-03* as more fully described in the Contract Documents listed in Section 5 of EXHIBIT A, STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS. Contractor shall complete all Work as specified in the Contract Documents. The Work is generally described as follows: The Work is generally described as follows:

2.1.1. Rehabilitation of Runway and Taxilanes.

2.1.1.1. Pavement marking removal.

2.1.1.2. Narrow and wide crack repair.

2.1.1.3. Asphalt patch.

2.1.1.4. Surface seal approximately 38,200 SY of existing pavement.

2.1.1.5. Asphalt rehabilitation is approximately 8,100 SY.
2.1.1.6. Rock shoulder.
2.1.2. Reconstruction of Taxilane section T03AS-01.
2.1.2.1. Demolish, over excavate, and replace approximately 400 SY of existing pavement.
2.1.2.2. Associated shoulder grading and restoration.

The Statement of Work, including the delivery schedule for the Work, is contained in the Contract Documents.

2.2. Contractor shall, at its own risk and expense, perform the Work under the terms outlined in this Contract and as described in the Contract Documents and furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is, the construction of the *ASHLAND MUNUCIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT, Project No. 2024-03*. Contractor shall secure all municipal, County, State, or Federal Permits or licenses including payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

3. EFFECTIVE DATE AND DURATION:

This Contract is effective as of the date of execution by the City (the "Effective Date"). All Work under this Contract shall, unless otherwise terminated or extended, be completed on or before 60 calendar days following Contractor's receipt of the written Notice to Proceed.

4. CONSIDERATION

4.1. City agrees to pay Contractor, at the times and in the manner provided in the Contract Documents, the sum of _____ for performing the Work required by this Contract, including allowable expenses. This sum cannot be modified except by Change Order approved in writing by the City. Any progress payments to Contractor shall be made only in accordance with the schedule and the requirements as set forth in the Standard Terms and Conditions.

4.2. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Contractor understands and agrees that City's payment of amounts under this Contract attributable to Work performed after the last day of the current fiscal year is contingent upon City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

5. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Contract, Contractor makes the following representations:

5.1. Contractor has examined and carefully studied the contract documents, and any data and reference items identified in the contract documents.

5.2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.3. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

5.4. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified or provided in the project bid documents especially with respect to technical data in such reports and drawings, and reports and drawings relating to hazardous environmental conditions, if any, at or adjacent to the Site that have been identified in the project bid documents, especially with respect to Technical Data in such reports and drawings.

5.5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the contract documents; and the Site-related reports and drawings identified in the contract documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

5.6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

5.7. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the contract documents.

5.8. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the contract documents, and the written resolution thereof by City is acceptable to Contractor.

5.9. The contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6. GOVERNING LAW

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court

for the District of Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver of the City of any form of defense or immunity.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____Phone:_____ Fax: _____

Address _____

Do Not Write Federal and State Tax ID Numbers on this Agreement: One copy of W-9 is to be submitted with the signed contract to be kept on file in the City of Ashland Finance Department.

Ashland Business License #_____ Construction Contractors Board #_____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual ____ Sole Proprietorship ____ Partnership _____ Corporation ____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts **(Exhibit A)** together with **Exhibits B through P** together with all other Contract Documents as described in Standard Terms and Conditions Section 5 below, and the separately bound FAA Advisory Circulars (latest editions and changes) Oregon 2024 Standard Specifications for Construction, as amended by the City of Ashland's most recent Addenda to the 2024 Standard Specifications are an integral part of this contract and agree to perform the work described in the Contract Documents, including **Exhibit A,** in accordance with the terms and conditions of this contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS 305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon tax laws; I further certify that the certification and representations in Standard Term and Condition # 16 [CCB Registration Requirements] are true and correct, and further I certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR:

_____
Signature/Title

_____
Printed name

_____
Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Ashland unless and until it has been executed by the Public Contracting Officer or designee.

CITY OF ASHLAND SIGNATURE

CITY:

_____
City Manager, City of Ashland

_____
Date

ATTACHMENTS: Certificate of Representation
Standard Terms & Conditions
Bid Schedule
Insurance Requirements

CERTIFICATE OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

(a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and

(b) Contractor is not subject to backup withholding because

(i) it is exempt from backup withholding or

(ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that

(a) it has the power and authority to enter into and perform the work,

(b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and

(c) The work under the Contract shall be performed in accordance with the highest professional standards, and

(d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

_____(1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

_____(2) Commercial advertising or business cards or a trade association membership are purchased for the business.

_____(3) Telephone listing is used for the business separate from the personal residence listing.

_____(4) Labor or services are performed only pursuant to written contracts.

_____(5) Labor or services are performed for two or more different persons within a period of one year.

_____(6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

_____

Contractor Date

EXHIBIT A - STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

1. Contractor is Independent Contractor

a. Contractor shall perform the work required by this Contract as an independent contractor.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as **Exhibit D**.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign, sell, dispose of, or transfer any of its interest in this contract, nor delegate duties under the contract, either in whole or in part, without the prior written consent of the City. Such consent if provided shall not relieve the Contractor of any of the obligations under the contract. Any assignee or transferee shall be considered the agent of the contractor and be bound to abide by all provisions of the contract. If the City consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its Surety, if any, shall remain liable to the City for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing. [OAR 137-049-0200(2)]

Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with City. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontracts are assignable to the City at City's option, in the event this agreement is terminated for default of Contractor.

Contractor covenants and agrees to bind any and all subcontractors for performance of work under this Contract in the same manner Contractor is bound to City. Contractor further agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third-Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides 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.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans, Construction Drawings, Standard Drawings**,** and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the *Prevailing Wage (BOLI) if applicable AND any other separately bound reference*, Oregon 2024 Standard Specifications for Construction, and City of Ashland Addenda, incorporated herein by this reference. All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, or otherwise available from the City, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

6. Contractor's Representations

By executing this contract, the Contractor hereby certifies that the representations made by the Contractor in the Contract Documents, including specifically the Offer, are true and correct and are incorporated herein by this reference. Contractor further certifies that Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.

7. Drug Testing [ORS 279C.505(2)]

a. Contractor shall certify to the City that it has a drug-testing program in place for all its employees that includes, at a minimum, the following:

   i. A written employee drug-testing policy,

   ii. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and

   iii. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

b. A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug-testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the Public Improvement project job site.

c. By executing and returning this contract the Contractor certifies, represents and warrants to the City that a Qualifying Employee Drug-testing Program is in place at the time of execution, will continue in full force and effect for the duration of this contract, and that Contractor will comply with the provisions of subsection (d) below. Further, the City's performance obligation (which includes, without limitation, the City's obligation to make payment) is contingent on Contractors compliance with this representation and warranty.

d. Contractor will require each subcontractor providing labor for the project to:

   i. Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or

   ii. Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and the Performance Bond, Payment Bond, and all required insurance documents approved. Notice To Proceed shall not be unreasonably delayed and shall generally occur within thirty (30) days of the contract date. Reasonable delay may be occasioned by the need to obtain necessary permits or easements or utility relocation. The Contractor shall commence the project work within ten (10) days of the date of the written Notice To Proceed. Contractor is not to commence work under the Contract prior to such written notice.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project 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 City, which are unsuitable for performing the project work;
e. Allowance of time required to investigate differing site conditions;
f. Any reason considered to be in the public interest.

The contract time will not be extended, nor will the Contractor be entitled to any additional

compensation if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all verified costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. The foregoing provision concerning compensation in the event of a suspension of Work of this contract shall not apply if such suspension occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

10. Early Termination

a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
c. The City may terminate this contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for public convenience.
d. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

11. Payment on Early Termination

a. If this contract is terminated under 10(a),(b), or (c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
b. If this contract is terminated under 10(d), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
c. If this contract is terminated under 10(d), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

12. Remedies

In the event of termination under 10(d), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess. After notice of termination under paragraph 10(c), the Contractor and the Contractor's surety shall provide the City with

immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.

The remedies provided to the City under section 10 through 12 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 11(b).

13. Access to Records

Contractor shall maintain, and the City and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City. All documents or other materials submitted to City by Contractor shall become the sole and exclusive property of City. Such materials are subject to Oregon Public Records laws.

15. Compliance with Applicable Law

Contractor certifies and shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, including specifically City of Ashland and State of Oregon Public contracting laws and rules applicable to the work under this Contract, including without limitation ORS Chapter 279A, ORS Chapter 279B, ORS Chapter 279C, ORS 279C.500 through 279C.670, and specifically ORS 279A.120(3), ORS 279C.515, ORS 279C.520, ORS 279C.530, ORS 279C.830 and ORS 279C.580 as set forth on **Exhibit B, attached hereto and made a part hereof by this reference** In addition, the provisions of ORS 279C.360, ORS 279C.365(4), and ORS 279C.370 (Bid Documents and Disclosure); ORS 279A.010(p), 279A.120, 279C.375, and

279C.380(4), (Award of Contract and Bond); ORS 279A.110 (Prohibition on Discrimination in Subcontracting); ORS 279C.585 (Substitution first-tier Subcontractor); ORS 279C.650 to 279C.670 (Termination); ORS 279C.520, ORS 279C.540, 279C.545 (Hours); ORS 279C.800 to 279C.870 (Oregon Prevailing Wage Law), if applicable; ORS 279C.550 to 279C.565 (Retainage); ORS 279C.4570 (Payments); and ORS 279C.600 to 279C.625 (Bonds) ORS 279A.125 (Recyclable Products) are all incorporated into this contract by this reference as though set forth in full. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) any requirements of the DAVIS BACON ACT (40 U.S.C. 3142 and applicable Davis- Bacon Related Acts; (ii) Title VI of the Civil Rights Act of 1964; (iii) Section V of the Rehabilitation Act of 1973; (iv) the Americans with Disabilities Act of 1990, (v) ORS 659A.142, (vi) all regulations and administrative rules established pursuant to those laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part hereof by these references.

16. Registration with Construction Contractor's Board

The Contractor, hereby certifies that the Contractor is licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 and, further, that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

17. Prevailing Wages/ BOLI Fee

a. Contractor shall certify in the Contract and it shall be a condition of the bond, as provided in ORS 279C.800 through 279C.870, that in performing this Contract, Contractor will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Public Notice, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of the Contract. In accordance with ORS 279C.838, each worker in each trade or occupation employed in the performance of the Contract either by Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract shall be paid not less than the applicable state or federal prevailing rate of wage, whichever is higher. Copies of the current BOLI prevailing wage schedule and federal wage rate schedule, if applicable, can be found at the following website: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. When both federal and state prevailing wages are required to be included in the contract specifications, the City shall also include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815 (2)(c).
b. Contractor shall be bound by and shall fully comply with ORS 279C.800 to 279C.870, Oregon's Prevailing Wage Law. CONTRACTOR AGREES TO BE BOUND BY AND WILL COMPLY WITH PROVISIONS OF ORS 279C.840. Pursuant to ORS 279C.830(1), the existing prevailing rate of wage that may be paid to workers in each trade or occupation

required, in the form of a BOLI document, is included in the contract and bid documents and made a part hereof by this reference. For public works for which the contract price is $50,000 or more, all workers shall be paid not less than such specified minimum hourly rate of wage. [ORS 279C.830(1)]

c. The City of Ashland shall pay the fee to the Commissioner of the Bureau of Labor and Industries pursuant to the administrative rule of the commissioner and as provided in ORS 279C.825(1). The fee shall be paid on or before the first progress payment or 60 days from the date work first begins on the Contract, or as otherwise provided by administrative rule, whichever is the earliest date. The fee is payable to the Bureau of Labor and Industries Wage and Hour Division Prevailing Wage Unit 800 N.E. Oregon Street #32 Portland Oregon 97232.

d. Contractor and some subcontractors shall also file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of $30,000 as required by ORS 279C.836 and shall cause all subcontractors to do the same prior to starting work on the project. [ORS 279C.830(2)] The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall verify that subcontractors have complied with this requirement prior to permitting the subcontractor to start work on the project.

e. If the Contract is for a public work and the Contract price is $50,000 or more, Contractor shall supply and file, and require every Subcontractor to supply and file, with the City and with the Wage and Hour Division, Bureau of Labor and Industries (BOLI), 800 NE Oregon #32, Portland, Oregon 97232 a certified statement in writing that conforms to the requirements of ORS 279C.845.

18. Hours of Labor /Overtime limitation [ORS 279C.520] [ORS 279C.540] [ORS 279C.545]

Pursuant to ORS 279C.520, no person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services, the employee shall be paid at least time and a half pay:

a.

1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

b. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

c. Collective bargaining and negotiated labor agreements may provide exceptions to the requirements of this section and from ORS 279C.520 and ORS 279C.540.

d. When labor is employed by the City through another as a contractor, any worker employed by the contractor shall be foreclosed from the right to collect for any

overtime provided in ORS 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing the contractor has:

1. Caused a circular clearly printed in boldfaced 12-point type font and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
2. Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

e. At or before the commencement of work, the Contractor shall give notice in writing to employees or by posting, of the number of hours and days per week the employees may be required to work. [279C.520(2)(5)]

19. Medical Care and Workers Compensation [ORS 279C.530]

a. Pursuant to ORS 279C.530(1), Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

b. Pursuant to ORS 279C.530(2), All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20. Retainage

The withholding of retainage by a contractor or subcontractor on public improvement contracts shall be in accordance with ORS 701.420. [ORS 279C.555] "Retainage" means the difference between the amount earned by a contractor on a public improvement contract and the amount paid on the contract by the City. [ORS 279C.550] Moneys retained by a contracting agency under ORS 279C.570(7) shall either be: (a) retained in a fund by the City and paid to the contractor in accordance with ORS 279C.570; or (b) At the election of the contractor, paid to the contractor in accordance with the two options below:

- The contractor may deposit bonds, securities, or other instruments with the City or in any bank or trust company to be held in lieu of the cash retainage for the benefit of the contracting agency. In such event the City shall reduce the retainage in an amount equal to the value of the bonds, securities or instruments. and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Interest on the bonds or securities shall accrue to the contractor. {or}
- If the contractor elects, the City shall deposit the retainage, as accumulated, in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the City. Earnings on the account shall accrue to the contractor.

If the contracting agency incurs additional costs as a result of the exercise of the options in ORS 279C.560(1) or (5), the City may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the contracting agency shall, upon demand, inform the contractor of all accrued costs. Bonds and securities deposited or acquired in lieu of retainage, as permitted above, shall be of a character approved by the City Attorney and City Finance Director, including but not limited to:

a. Bills, certificates, notes or bonds of the United States.
b. Other obligations of the United States or its agencies.
c. Obligations of any corporation wholly owned by the federal government.
d. Indebtedness of the Federal National Mortgage Association.
e. General obligation Bond of the State of Oregon or a political subdivision thereof.

Unless the City finds that accepting a bond or instrument poses an extraordinary risk that is not typically associated with such bond or instrument, the contractor may deposit a surety bond for all or any portion of the amount of funds retained, or to be retained, by the City in a form acceptable to the City. The bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to 279C.625. The City shall reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Whenever a City accepts a surety bond from a contractor in lieu of retainage, the contractor shall accept like bonds from any subcontractor or supplier from which the contractor has retainage. The contractor shall then reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier. [279C.560]

21. Progress Payments

a. Payment for all work under the Contract will be made promptly by the City at the price or prices bid, and those prices shall include full compensation for all approved incidental work.
b. Contractor shall make progress estimates of work performed in any calendar month and submit to the City for approval, before the fifth of the following month, or as mutually agreed between the Contractor and City. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed. The City may include in payments eighty five percent (85%) of the cost to Contractor of materials or equipment not yet incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing. Such a payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the City Attorney to establish the City's title to such materials or equipment or otherwise protect the City's interest including applicable insurance and transportation to the site, and a statement from Contractor explaining why it is necessary to procure said equipment and/or materials. When such payments

are made, the Contractor warrants and guarantees that the title to all materials and equipment covered by a progress payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. Notwithstanding the above, when the progress estimate indicates that the progress payment would be less than one thousand dollars ($1,000), no progress payment will be made for that estimate period, unless approved by the City.

c. If the Contract price is determined, in whole or in part, on a Lump Sum basis, Contractor shall prepare an itemized cost breakdown relating thereto and have the City approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the City, Contractor shall provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

d. If the Contract price is determined wholly on a unit basis, City may use unit prices bid in making progress estimates on the work. In case said unit prices do not, in the opinion of the City, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.

e. If the City receives written notice of any unsettled claims for damage or other costs due to Contractor's operations including, without limitation, claims from any City Department or other governmental agency, an amount equal to the claim may be withheld from the progress payments, final payments or retainage until such claim has been resolved to the satisfaction of City.

f. Progress payments will be made by City on a monthly basis within thirty (30) days from sign off by the Contractor of the progress payment or fifteen (15) days after the payment is approved by City of work performed, whichever is the earlier date. Failure to pay progress payments within the timeframe set forth above will result in the imposition of interest as required by ORS 279C.570(2)(3). Defective or improper invoices will be addressed as set forth in ORS 279C.570(4)(5)(6).

g. Payment will be issued by City for the amount of the approved estimate, less five percent (5%) retainage. Except as provided in paragraph 19 above and the applicable ORS Sections noted herein, such amount of retainage shall be withheld and retained by City until it is included in and paid to Contractor as part of the final payment of the Contract amount. Upon Substantial Completion of the work under the Contract which shall be understood to be not less than ninety-seven and one-half percent (97.5%) of the work, the City may, at its discretion, reduce the retained amount equivalent to not less than one hundred percent (100%) of the contract value or estimated value or estimated cost, whichever is greater, of the work remaining to be done. [279C.570(7)]

h. The City may decline to approve an application for payment and may withhold such approval if, in the City's opinion, and in good faith, the work has not progressed to the point indicated by the Contractor's submittal. The City may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, City may nullify the whole or any part of any payment previously made to such extent as may be necessary in their opinion to protect the City from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the work can be completed for the unpaid balance of the

Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the work will not be completed within the Contract time, (6) unsatisfactory prosecution of the work by the Contractor, (7) claims against the Contractor by the City, (8) failure to submit a construction schedule or failure to keep said construction schedule updated, or (9) exceeding work limits. When any or all of the criteria set forth above have been remedied satisfactorily to the City, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments, except as provided in ORS 279C.570(9).

i. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted, or progress or other payments allowed until the Project is completed, unless approved otherwise by City. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. A progress payment is not considered acceptance or approval of any work or materials or waiver of any defects therein. [ORS 279.570(2)].

22. Final Estimate and Final Payment

a. SUBSTANTIAL COMPLETION. Contractor shall notify the City in writing when all or a portion of the work is considered substantially complete. If it appears to the City that the work is not substantially complete, the City shall not make an inspection. The City may make a general list of major work components remaining. If it appears that the work is substantially complete, the City shall, within fifteen (15) days after receiving notice, make an inspection and either accept the work or notify Contractor of work yet to be performed. If accepted, City shall prepare a Certificate of Substantial Completion, **Exhibit F.** Upon acceptance of the Certificate of Substantial Completion by both parties, the City shall be responsible for operation and maintenance of that part of the work described in the Certificate of Substantial Completion, subject to the warranty requirements and protection of the work and all other applicable terms of the contract documents. The date of substantial completion of all the work shall stop the accrual of liquidated damages, if applicable.

b. FINAL COMPLETION. Contractor shall notify the City in writing when work is 100% complete. If it appears to the City that the work is not 100% complete, the City shall not make a final inspection. The City may make a general list of major work components remaining. If it appears that the work is 100% complete, the City shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. A Certificate of Final Completion shall not be prepared until all provisions of the Contract have been met, including but not limited to, the submission by the Contractor of a signed Certificate of Compliance, **Exhibit G** and executed "Release of Liens and Claims" (**Exhibit H**).

When the work is 100% complete, the City shall prepare a final pay estimate and Certificate of Final Completion accepting the work as of a certain date. The Contractor shall execute and return the final pay estimate and Certificate of Final Completion within five (5) working days of receipt. Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts Ownership of the work and the start date of

the warranty period. The contractor may substitute a Warranty Bond in replacement of the Performance and Payment Bonds in accordance with Section 29. The City shall include in the final pay estimate an addition to the contract amount for any contract deduction from the contract amount for any liquidated damages and a deduction from the contract price in a fair and equitable amount for any damages to the City or for any costs incurred or likely to be incurred by the City due to Contractor's failure to meet any contract provision or specification other than timely completion.

If the Contractor believes the quantities and amounts specified in the final pay estimate prepared by the City to be incorrect, Contractor shall submit to the City within five (5) working days of receipt of the City's final pay estimate, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said period is expressly waived and the City shall not be obligated to pay the same.

The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from errors of computation in the final estimate within a period of one (1) year following the original mailing of the City's final estimate and Certificate of Final Completion to the Contractor's last known address as shown in the records of City. The City's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Final Completion or revised final estimate and Certificate of Final Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that Contractor might have had.

Upon return of the fully executed Certificate of Final Completion from the Contractor, the City will submit the Certificate of Final Completion and final estimate to the City for approval. Upon approval and acceptance by the City, Contractor will be paid a total payment equal to the amount due under the Contract including retainage within thirty (30) days in accordance with ORS 279C.570. Failure to pay within 30 days shall implicate the interest on final payment/ retainage requirements of ORS 279C.570(8).

Monies earned by the Contractor are not due and payable until the procedures set forth in the contract documents for inspection, approval and acceptance of the work; for determination of the work done and the amount due therefore; for the preparation of the final estimate and Certificate of Final Completion and processing the same for payment; for consideration of the Contractor's claim, or claims, if any; and for the preparing of a revised final estimate and Certificate of Final Completion and processing same for payment all have been carried out.

As a prerequisite to final payment, if Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor will provide City with evidence that the requirement of ORS 279A.120(3) has been satisfied.

If City declares a default of the Contract, and Surety completes said Contract, all payments made after declaration of default and all retainage held by City shall be paid to Surety and not to Contractor in accordance with the terms of the Contract.

Acceptance by Contractor of final payment shall release City from any and all claims by Contractor whether known or unknown, arising out of and relating to the work. No payment, however, final or otherwise, shall operate to release Contractor or its Sureties from warranties or other obligations required in the performance of the Contract.

Disputes as to compensation resolved in favor of the contractor implicate the interest provisions of ORS 279.570(9).

23. Change Orders / Extra Work

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the contract, one from the other. Only the City designated Contracting Officer or individual with delegated contracting authority can authorize extra (and/or changed) work and compensation. Such authorization must be in writing. The parties expressly recognize that, except when such order is in writing by an individual with delegated authority, City personnel are not authorized to order extra (and/or) changed work or to waive contract requirements or authorize additional compensation. Failure of the Contractor to secure City authorization for extra work shall constitute a waiver of any and all claims or rights to adjustment in the contract price or contract time due to such unauthorized extra work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed by Contractor without express and prior authorization of the City.

24. Contractor/Subcontractor Payment Obligations

a. The Contractor is required to 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 this contract:
    i. 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 City under such contract; [279C.580(3)(a)] and
    ii. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, 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 paragraph (a)(i) above. A contractor or first-tier subcontractor shall 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 City or contractor when payment was due. The interest penalty shall be:

A. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is due made; and

B. Computed at the rate specified in ORS 279C.515(2). [279C.580(3)(b)]

b. The Contractor is further required to include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of section a. above in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. [279C.580(4)]

c. The Contractor shall not request payment of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount. [279C.570(1)].

d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsections (3) and (4) of ORS 279C.580 does not constitute a dispute to which the City is a party. The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute. [279C.580(2)]

e. The Contractor shall 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. [ORS 279C.505(1)(a)] The Contractor shall pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or Subcontractor incurred in the performance of the contract. [ORS 279C.505(1)(b)] The Contractor shall not permit any claim or lien to be filed or prosecuted against the City and shall be fully responsible for any lien or claim filed against the City on account of any labor or material furnished. [ORS 279C.505(1)(c)] The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279C.505(1)(d)]

f. Pursuant to ORS 279C.515(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 Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.

g. Pursuant to ORS 279C.515(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 improvement contract within 30 days after receipt of payment from the 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 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.

h. Pursuant to ORS 279C.515(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.

i. Pursuant to ORS 279C.515(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.

j. Living Wage Rates: If the amount of this contract is $18,703 or more, and Contractor is not paying prevailing wage for the work, Contractor must comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the work under this contract. Contractor must post the attached Living Wage Notice predominantly in areas where it will be seen by all employees.

25. Inspection and Acceptance

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

26. Liquidated Damages

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City a dollar amount per day based on calculations set forth in the Oregon Standard Specifications for Construction and the Special Provisions for this project, for each and every day that elapses in excess of the contract time or the final adjusted contract time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

Any sums due as liquidated damages shall be deducted from any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time. Permitting the Contractor to continue and finish the project work or any part thereof after the contract time, or adjusted contract time, has expired shall in no way operate as a waiver on the part of the City or any of its rights under this contract. The City may in its

discretion grant the Contractor an extension of time upon a showing made by the Contractor that the work has been unavoidably delayed by conditions beyond the control of the parties.

Notwithstanding the above, the Contractor further agrees to pay liquidated damages according to the following hourly rates for the unscheduled employment of the Engineer necessitated by the Contractor:

a. Working more than nine (9) hours per day, more than five (5) days per week and Saturdays (time and one-half), and holidays, and Sundays (double time).
b. Furnishing materials or equipment not in conformance with Contract Documents necessitating redesign by the Engineer.
c. Working beyond the time of completion established in the Notice to Proceed with Construction.
d. Engineering budget will be analyzed at the end of the project to determine whether any unscheduled employment of the Engineer, during the scheduled contract time, resulted in a cost savings to the Owner. If, as a result of working more than nine hours per day, five days per week, the Contractor completes the project within the scheduled time, and if the overtime results in a reduced contract time and cost savings to the Owner, no liquidated damages will be assessed for the unscheduled employment of the Engineer during the scheduled contract time. Liquidated damages will be assessed as stipulated for each day the work remains uncompleted beyond the scheduled contract time

Expense Type	**Straight Time**	**Time and One-Half Mon.-Sat.**	**Double Time Sundays and Holidays**
Project Manager	$225.00/Hr.	$225.00/Hr.	$225.00/Hr.
Resident Project Rep.	$152.00/Hr.	$228.00/Hr.	$304.00/Hr.
EIT III	$150.00/Hr.	$225.00/Hr.	$300.00/Hr.
Out of Pocket Cost material, equipment, supplies, transportation, subsistence	At Cost+10%	At Cost+10%	At Cost+10%

27. Liability, Indemnity and Hold Harmless

Contractor warrants that all its work will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release. The Contractor shall hold harmless, indemnify, and defend City, its officers,

agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work, actions or failure to perform actions, and other activities of Contractor or its officers, employees, subcontractors or agents, under this contract, including the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents except liability arising out of the sole gross negligence of the City and its employees. The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the City, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury. Contractor waives any and all statutory or common law rights of defense and indemnification by the City. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section. In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

28. Insurance

The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in **Exhibit C.** All costs for such insurance shall be borne by the Contractor and shall be included in the contract price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is also cause for immediate termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract. The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

29. Performance, Payment and Warranty Bonds / Notice of Bond Claims

At the time of execution of the Contract, the Contractor shall furnish: (1) Performance Bond and (2) Payment Bond written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract and in accordance with ORS 279.380. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the obligations of Sections 27 and 30, all applicable laws and the prompt payment of all persons supplying labor and/or material for prosecution of the work. The bond(s) or other financial assurance is subject to approval by the City.

Contractor shall furnish a separate warranty bond written by a corporate surety or other financial assurance, in an amount equal to 10% of the final amount of the contract. The City may permit the warranty amount to be included in the initial performance and payment bonds. The warranty bond or other financial assurance shall be in effect for a period of one year from the date of Final Completion. The City may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs.

The notice of claim on a bond required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the contractor at any place the contractor maintains an office or conducts business or at the residence of the contractor. Notwithstanding the above, if the claim is for a required contribution to a fund of any employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 150 days after the employee last provided labor or materials.

The notice of claim must be in writing substantially as set forth in ORS 279C.605(3)-(5).

30. One-Year Warranty

In addition to and not in lieu of any other warranties required under the Contract, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year warranty period shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to

act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

31. Nondiscrimination in Labor

No person shall be subject to discrimination in the receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, sexual orientation or national origin. Contractor shall comply with provisions of Owner's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older. Particular reference is made to ORS 659A.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, national origin, marital status or age if the individual is 18 years or older or because of the race, religion, color, sex, national origin or age of any other person with whom the individual associates, or because of a juvenile record that has been expunged pursuant to ORS 419A.260 and ORS 419A.262 of any individual, or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment. Any violation of this provision shall be considered a material violation of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part (q).

32. Construction Debris and Yard Waste

Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. If the contract includes lawn and landscaping maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective. [ORS 279C.510(1) & (2)]

33. Environmental Regulations

Pursuant to ORS 279C.525(1), the following is a list of federal, state and local agencies which have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

Federal Agencies:

Agriculture, Department of
- Forest Service
- Soil Conservation Service

Commerce Department of
- National Oceanic and Atmospheric Administration (NOAA)
- National Marine Fisheries Service (NMFS)

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,
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
Occupational Safety and Health Administration
Transportation, Department of
Coast Guard
Federal Highway Administration
Water Resources Council

State Agencies:

Administrative Services, Department of
Agriculture, Department of
Consumer & Business Services, Department of
Oregon Occupational Safety & Health Division
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
Land Conservation and Development Commission
Parks and Recreation, Department of
Soil and Water Conservation Commission
State Engineer
State Land Board (Lands, Division of State)
Water Resources Department

Local Agencies:

City of Ashland
City Council (Ashland Municipal Code)
County Courts
County Commissioners of Jackson County,
County Service Districts
Sanitary Districts
Water Districts
Fire Protection Districts
Historical Preservation Commissions
Planning Commission

If the Contractor awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited above or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City may:

(a) Terminate the contract;
(b) Complete the work itself;
(c) Use non-City forces already under contract with the City;
(d) Require that the underlying property owner be responsible for cleanup;
(e) Solicit bids for a new contractor to provide the necessary services; or
(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

The solicitation documents make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified above. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations enacted by the governmental entities identified above, the successful bidder shall immediately give notice of the condition to the contracting agency. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the Contractor shall not commence work nor incur any additional job site costs in regard to the condition encountered and described in subsection (3) of this section without written direction from the contracting agency. Upon request by the City, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the contracting agency for resolution. Within a reasonable period of time following delivery of an estimate of this section, the City may:

(a) Terminate the contract;
(b) Complete the work itself;
(c) Use non-City forces already under contract with the City;
(d) Require that the underlying property owner be responsible for cleanup;
(e) Solicit bids for a new contractor to provide the necessary services; or
(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

If the City chooses to terminate the contract under either subsection (a) of this section, the Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor. If the contracting agency causes work to be done by another contractor under either subsection (c) or (e) above, the initial contractor may not be held liable for actions or omissions of the other contractor. The

change order under either subsection (f) of this section shall include the appropriate extension of contract time and compensate the contractor for all additional costs, including overhead and reasonable profits, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor.

Notwithstanding the above, the City has allocated all or a portion of the known environmental and natural resource risks to a Contractor by listing such environmental and natural resource risks in the solicitation documents.

34. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

35. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

36. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction 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 term or provision held invalid.

37. Attorney's Fees

If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

38. Business License

The Contractor shall obtain a City of Ashland business license as required by City ordinance prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided in this contract.

39. Notices/Bills/Payments

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of Ashland
Chance Metcalf, Project Manager
Public Works/Street Department
51 Winburn Way
Ashland, OR 97520

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

40. Conflict of Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

41. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTACHMENTS: EXHIBITS B-P

EXHIBIT B	**COMPLIANCE WITH APPLICABLE PUBLIC CONTRACT LAW**
EXHIBIT C	**INSURANCE REQUIREMENTS**
EXHIBIT D	**INDEPENDENT CONTRACTOR CERTIFICATION**
EXHIBIT E	**BONDS (BID, PAYMENT AND PERFORMANCE)**
EXHIBIT F	**CERTIFICATE OF SUBSTANTIAL COMPLETION**
EXHIBIT G	**CERTIFICATE OF COMPLIANCE**
EXHIBIT H	**RELEASE OF LIENS AND CLAIMS**
EXHIBIT I	**CERTIFICATE OF FINAL COMPLETION**
EXHIBIT J	**INSTRUCTIONS TO BIDDERS**
EXHIBIT K	**LETTER OF INTENT**
EXHIBIT L	**RESTRICTION ON FEDERAL PUBLIC WORDS PROJECTS**
EXHIBIT M	**BUY AMERICAN PREFERENCE**
EXHIBIT N	**CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**
EXHIBIT O	**BIDDERS LIST**
EXHIBIT P	**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

EXHIBIT B

COMPLIANCE WITH APPLICABLE LAW
PUBLIC IMPROVEMENT CONTRACT

This exhibit contains the requirements for public contracting as set forth in ORS 279C.360 through and including ORS 279C.800 and is available through the city Engineering Office at 51 Winburn Way, Ashland, Oregon or online at www.leg.state.or.us/ors

EXHIBIT C

PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the Project Manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than ☐ $1,000,000 or ☒ $2,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

☒ Required by City ☐ Not required by City

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☐ $1,000,000 or ☒ $2,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

☒ Required by City ☐ Not required by City

☐ Builders Risk *(Check here if required)* insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required

endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below and certify under penalty of perjury that it is a corporation.

Entity Signature Date

B. CONTRACTOR IS INDEPENDENT.

Independent Contractor Standards. As used in various provisions of ORS Chapters including but not limited to 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of ORS 670.600 are met.

Contractor and Project Manager certifies that the Contractor meets the following standards:

1. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Contractor is registered under ORS chapter 701 if the Contractor provides labor or services for which such registration is required.
7. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
8. Contractor represent to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check four or more of the following:)

____ A. The labor or services are primarily carried out at a location that is separate from Contractors residence or is primarily carried out in a specific portion of Contractors residence, which is set aside as the location of the business.

____ B. Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.

____ C. Telephone listing is used for the business that is separate from the personal residence listing.

____ D. Labor or services are performed only pursuant to written contracts.

____ E. Labor or services are performed for two or more different persons within a period of one year.

____ F. Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

If any action is taken by a person or enforcement agency relating to Contractor's independent contractor status in connection with this contract, Contractor shall defend, hold harmless and indemnify the CITY of ASHLAND, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

Contractor Signature Date

Project Manager Signature Date

EXHIBIT E

BONDS
CITY OF ASHLAND
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($_____)

_____Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the ***ASHLAND MUNUCIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT No. 2024-03*** , which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20___.

Surety	Principal
Address	Address
By:	By:

Attorney -in-Fact
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

PERFORMANCE BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____
Dollars ($_____).

Contractor and City have entered into a written contract dated _____, for the following project: ***ASHLAND MUNUCIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT No. 2024-03.*** This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract in accordance with the plans, specifications and conditions of the contract within the time prescribed by the Contract, as required by ORS 279C. 380 through 279C.385, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.380 through 279C.390.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.

6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows.

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

WITNESS:

(Corporate Seal)

CONTRACTOR: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

PAYMENT BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____
Dollars ($_____).

Contractor and City have entered into a written contract dated _____, for the following project: ***ASHLAND MUNUCIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT No. 2024-03***. This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract within the time prescribed by the Contract, and promptly makes payment to all claimants, as defined in ORS 279C.600 through 279C.620, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.600 through 279C.620.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.

6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

WITNESS:

CONTRACTOR: _____

By: _____

Title: _____

(Corporate Seal)

Legal Address: _____

_____

Attest: _____

Corporate Secretary

WITNESS:

SURETY: _____

By: _____

Title: _____

(Corporate Seal)

Legal Address: _____

_____

Attest: _____

Corporate Secretary

EXHIBIT F

CERTIFICATE OF SUBSTANTIAL COMPLETION

City Project Name:

City Project Number:

Contractor Name:

Contract Amount: Initial Contract Date:

This Certificate of Substantial Completion applies to:

- ☑ All Work under the Contract Documents, or
- ☐ To the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of CITY, CONTRACTOR and CITY, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or
corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The following documents are attached to and made a part of this Certificate:

Effective as of the last date set forth below, the responsibilities between CITY and CONTRACTOR shall be as follows:

Security	☐ City	☐ Contractor
Operation	☐ City	☐ Contractor
Safety	☐ City	☐ Contractor
Maintenance	☐ City	☐ Contractor
Heat	☐ City	☐ Contractor
Utilities	☐ City	☐ Contractor
Insurance	☐ City	☐ Contractor
Warranties	☐ City	☐ Contractor

Other Responsibilities:

City		Contractor

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

CONTRACTOR accepts this Certificate of Substantial Completion on: _____ , _____ .

By: _____

CITY accepts this Certificate of Substantial Completion on: _____ , _____ .

By: _____
CITY of ASHLAND

EXHIBIT G

CERTIFICATE OF COMPLIANCE

_____

CIP Number: _____

Contractor: _____

_____

_____

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work, and that:

1. If required by law, not less than the prevailing rates of wages have been paid to laborers, workmen and mechanics employed on this work.

2. There have been no unauthorized substitutions of materials; substitutions or assignment of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the City prior to the start of such subcontracted work.

3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.

4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid.

5. All private property and easement areas have been satisfactorily restored in accordance with the contract.

6. If Contractor is not domiciled in or registered to business in the State of Oregon, Contractor has reported to the Oregon Department of Revenue such information and in the manner as required by ORS 279A.120(3).

Contractor: _____

By: _____

Title: _____

Date: _____

EXHIBIT H

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS

[THIS SWORN STATEMENT IS A PREREQUISITE TO CERTIFICATE OF FINAL COMPLETION]

TO: City of Ashland
20 East Main Street
Ashland, Oregon 97520

FROM: _____
_____
_____

PROJECT: _____

In connection with our request for final payment for the above project, I, _____, hereby state that:

all subcontractors and suppliers on this project have been paid in full,
all obligations on the project have been satisfied,
all monetary claims and indebtedness on this project have been paid, and
all disputes with property owners have been resolved.

There are no liens or claims of any kind outstanding or threatened against the project.

Furthermore, I agree to indemnify and hold harmless CITY of ASHLAND from any and all claims for labor or materials furnished under the contract for the above project.

SWORN STATEMENT
I hereby certify, under penalty of perjury and false swearing, that the foregoing statements are true and correct.

Dated this _____ day of _____, 20___.

Contractor:

By: _____

Title: _____

STATE OF OREGON)
) ss.
County of _____)

On this _____ day of _____, 20___, before me personally appeared _____, _____whom I know personally
_____whose identity I proved on the basis of _____
_____whose identity I proved on the oath/affirmation of _____, a credible witness to be the signer of the above document, and he/she acknowledged that he/she executed the same under oath/affirmation.

_____
Notary Public for Oregon

EXHIBIT I

CERTIFICATE OF FINAL COMPLETION

Project Number: _____

Project: _____

_____

Contractor: _____

Contract Signed: _____ Contract Expires: _____

Contract Completed: _____ Delinquent: _____

I hereby certify that I have completed my contract, furnished the materials, and performed the work as shown by the final estimate of the City, according to the plans and specifications.

_____ _____ _____

Contractor *Title* *Date*

The City has determined the project is 100% complete in compliance with all contract documents.

_____ _____

Inspector Supervisor *Date*

_____ _____

Project Manager *Date*

_____

CITY of ASHLAND *Title* *Date*

Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts ownership of the work and the start date of the warranty period.

EXHIBIT J

INSTRUCTIONS TO BIDDERS

The provisions of Oregon Administrative Rules Chapter 137, Divisions 46 and 49, apply to all bids and contracts concerning Public Improvements and Public Works in the City of Ashland. The OAR provisions control over any conflicting language in the City Standard Terms and Conditions, Special Provisions, including Technical Provisions and the OAR provisions are incorporated herein by this reference.

1. SCOPE OF WORK

The work contemplated under this contract includes all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the completion of all the work in connection with the project described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications, or any supplemental documents.

2. EEO AFFIRMATIVE ACTION

Bidders must comply with the City of Ashland Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents and is attached hereto and made a part hereof as Attachment A. Contractor shall not discriminate against minorities, women or emerging small business enterprises in the awarding of subcontracts.

3. BID PROVISIONS

a. Each bid must contain a completed Bid including the following:

i. A Bid and Schedule of Prices.

ii. Acknowledgement that the bidder has received and reviewed all Addenda for the bid.

iii. A statement that all applicable provisions of ORS Chapters 279A-C, including ORS 279C.800 to 279C.870 (Contracting and Prevailing Wages) shall be complied with.

iv. A statement by the bidder, as part of their bid, that the bidder agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

v. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

vi. A statement as to whether or not the bidder is licensed under ORS 468A.720 for asbestos removal.

vii. A statement that the bidder has a current and valid registration with the Construction Contractor's Board and/or the State Landscape Contractors Board as required by ORS 671.530.

viii. A statement confirming that the bidder has a Qualified Drug-testing Program for employees in place. [OAR 137-049-0200(1)(c)(B)].

ix. First Tier Subcontractor form for the project on the City form (physically received in accordance with ORS 279C.370 within 2 working hours of the bid opening).

x. A Surety Bond, Cashier's check or Certified check in the amount of 10 percent of the submitted bid.

xi. Certification: Non-discrimination (in bid)

xii. Certification: No Conflict of Interest (in bid)

xiii. Certification: Not ineligible for Public Works Contracts [OAR 137-049-0230] (in bid)

b. The City will publish notice of any addenda on OregonBuys website https://oregonbuys.gov/bso/view/login/login.xhtml . The addenda may be downloaded or picked up at the City Engineering Office located at 51 Winburn Way, Ashland Oregon, 97520. Check the website frequently until closing.

c. No bid will be received or considered by the City of Ashland unless the bid contains a statement by the bidder as a part of its bid that the Contractor shall be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The statement shall be included in the Bid form. The existing prevailing rate of wage is available at:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

d. Each Bidder must identify in the Bid whether the Bidder is a "resident bidder" as defined in ORS 279A.120.

e. Unless specified in the ITB, and Contract Special Provisions, the bidder or subcontractor need not be licensed under ORS 468A.720 relating to asbestos abatement.

f. No bid for a construction contract shall be received or considered by the City of Ashland unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

g. Each Bidder must demonstrate that its firm has a Qualified Drug Testing Program for employees in place and demonstrate compliance prior to award.

h. Instructions for First-Tier Subcontractors Disclosure. Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than $100,000 (see ORS 279C.370; OAR 137-049-0360).

Specifically, when the contact amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after bid closing:

(1) The subcontractor's name,

(2) The dollar value of the subcontract, and

(3) The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form. Disclosure forms will be available for public inspection after the opening of the bids.

THE CITY OF ASHLAND MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

i. Bid Security. [OAR 137-049-0290]

No bid will be received or considered unless the Bid is accompanied by a certified check, cashier's check, (payable to the City of Ashland), surety bond (in approved form)(f/k/a/ bid bond), or irrevocable letter of credit issued by an insured institution [ORS 706.008] (in an approved form) in an amount equal to ten percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of the contract. Said security shall be irrevocable for 60 days, unless specified otherwise. The bid security shall be forfeited, at the City's option, as fixed and liquidated damages, if the bidder fails or neglects to furnish the required performance bond, the insurance, or to execute the contract within 10 working days after receiving the contract from the City for execution. When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. THE BIDDER SHALL HAVE THE SURETY USE THE BID BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE REJECTED.

All such certified checks or surety bonds will be returned to the respective bidders within 10 working days after the bids are opened, except those of the two low bidders. The bid security of the two low bidders will be held by the City until the selected bidder has accomplished the following:

A. Executed a formal contract;

B. Executed and delivered to the City a Performance Bond and Payment Bond, both in the amount equal to 100% of the Contract Price;

C. Furnish proof of public works bond filed with BOLI; and

D. Furnish the required Certificates of Insurance.

Upon the execution and delivery to the City of Ashland of the Contract and Performance Bond and Payment Bond and furnishing proof of a Public Works Bond filed with BOLI by the successful bidder, the bid security shall be returned to the bidder. The bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract or bonds shall forfeit the bid security that accompanied the bid. It is hereby specifically provided that a forfeiture of said bid security be declared by the Council if the contract and performance bond and payment bond are not executed and delivered to the City within ten (10) working days of the day of the receipt by the successful bidder of the prepared contract. The Council, at its option, may determine that the bidder has abandoned the submitted accepted bid, in which case the bid security shall become the sole property of the City and shall be considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and bond. The security of unsuccessful bidders shall be returned to them after the contract has been awarded and duly signed.

j. A Bidder submitting a bid thereby certifies that no officer, agent, or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

k. The Bidder, in submitting the bid, certifies that the Bidder has not been disqualified and is eligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder agrees, if awarded a contract, that every subcontractor will not be ineligible to receive a contract for a public work pursuant to ORS 279C.860 and will otherwise not be disqualified under ORS 279C.440 and OAR 137-049-0370.

4. PRE-BID CONFERENCE AND PREQUALIFICATION OF BIDDERS

If a pre-bid conference is scheduled, notice will be provided in accordance with OAR 137-049-0200(1)(a)(B). If prequalification will be required it will be specifically stated in the Notice to Contractors and Invitation to Bid, including the date prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be pre-qualified. [OAR 137-049-0200(1)(a)(C).] [ORS 279C.365(1)(c)] For example, the requirement for ODOT Prequalification reads as follows:

Bidders must be pre-qualified with the Oregon Department of Transportation or General Service per ORS 279C.435 to perform the type and size of work contemplated herein and shall submit, to the City upon request. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract. [OAR 137-049-0220].

Applications submitted without being designated for a project advertised for bid by the City will be considered as a general prequalification application and processed pursuant to ORS 279C.430 to 279C.450 and notice of prequalification status will be given within thirty (30) days of the receipt of the application. A notice of disqualification can be given orally. An oral disqualification notice will be followed by written notice and bear the date of the oral notice. (NOTE: No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance and accompanying Fee Resolution)

5. FORM OF BID

A. Bids shall be submitted in sealed envelopes to:

Street Address:	**Mailing Address:**
City of Ashland	City of Ashland
c/o Chance Metcalf, PMP	c/o Chance Metcalf, PMP
Project Manager	Project Manager
51 Winburn Way	51 Winburn Way
Ashland, Oregon 97520	Ashland, Oregon 97520

The outside of the transmittal envelope shall bear the following information:

Name of Bidder
Address and telephone number of Bidder
Title of Project
Date of opening
The words “Sealed Bid”

If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as above, must be enclosed in another envelope addressed as noted above. Facsimile and Electronic Data Interchange bids shall not be accepted unless otherwise specified in the Special Provisions. No bid will be received or

considered by the City unless the bid contains all the Required Bid Documents and Certifications.

B. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the Bid form furnished by Owner. The bid must be signed by the Contractor or a duly authorized agent. If erasures or other changes appear on the form, they shall be initialed in ink by the person who signs the bid. The bidder shall not alter, modify or change the Bid forms except as directed by addendum. All applicable blanks giving general information must be completed, in addition to necessary unit price items and total prices in the column of totals to make a complete bid. The Bid is the bidder's offer to enter into a contract which, if the Bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Bid, as well as the Solicitation Documents. A bidder shall not make the Bid contingent upon the City's acceptance of specifications or contract terms which conflict with or are in addition to those advertised in the Notice to Contractors and Invitation to Bid. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids

C. Unless otherwise specified, Bidders shall bid on all bid items included in the bid and the low Bidder shall be determined. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.

D. Bidders shall state whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

6. LATE BIDS

Bids received after the scheduled closing time for submission of bids as set forth in the invitation for bids will be rejected. Bids will be time and date stamped by Community Development Department / Public Works Counter personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of bids. Bids received after the time so fixed are late bids. Late bids will be time and date stamped at the time of receipt by City personnel, marked as "Rejected as Late Bid" and will be returned, unopened, to the submitted.

7. INTERPRETATION OF CONTRACT AND ADDENDA

If a bidder finds error, discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their interpretation or meaning, the bidder shall at once notify the City Contact Person/ Project Manager. The City will investigate and determine if an addendum will be issued.

If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder needs additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Project Manager at least ten (10) days, unless otherwise specified, before the scheduled closing time for submission of bids.

If, in the opinion of the Project Manager, additional information or interpretation is required, an addendum will be issued to all known specification holders.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. City shall supply copies of such Addenda will not be mailed but will be posted on the website and available at Community Development Department Counter; failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT, OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

8. EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

A. Prior to submitting a bid, it is the responsibility of each Bidder to:

(1) Examine the plans, specifications and contract documents thoroughly.

(2) Become fully informed as to the quality and quantity of materials and the character of the work required.

(3) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work and sources and supply of materials.

(4) Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work, including environmental and natural resource ordinance and regulations

(5) Consider identified site conditions and conduct pre-bid inspection to address environmental and natural resource laws implicated by the project.

(6) Study and correlate the Bidder’s observations, especially as regards site conditions with the Contract Documents.

(7) Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

B. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and may not be complete or accurate and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.

C. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Bidder as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.

D. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

E. The City will not pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the Invitation to Bid. When submitting a bid, the Bidder agrees that consideration has been given to the requirements and conditions contained throughout these Bid Documents.

F. Notice: It is further understood that a Bid awarded hereunder is subject to the City being able to comply with all zoning and land development ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for structures contemplated in the project, any or all of which conditions may be contained in the Contract or Contract Special Provisions and if such conditions are not satisfied may result in termination of the Contract.

9. FAMILIARITY WITH LAWS AND ORDINANCES

A. The Bidder is presumed to be familiar with all Federal, State, and Local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, it shall immediately be reported to the Owner in writing.

B. No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance. The Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within the City of Ashland.

10. UNIT BIDS

A. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The City does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement that were necessary to complete the work.

B. Bidders must include in their bid prices the entire cost of each item of work set forth in the Bid, and when, in the opinion of the City, the prices in any bid are obviously unbalanced, such bid may be rejected.

C. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature are required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

11. WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

A. Bids may be withdrawn on written request received from the bidders prior to the time fixed for opening. The request shall be executed by the bidder or a duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a

new Bid. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened. The Bid will be irrevocable until such time as the City:

- Specifically rejects the Bid, and
- Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

B. Prior to Bid Opening, changes may be made provided the change is initialed by the Bidder or the Bidder's agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

C. No Bidder may withdraw a bid after bid opening unless sixty (60) days have elapsed and the City has not awarded a contract.

12. MISTAKES IN BIDS

A. To protect the integrity of the competitive solicitation process and to assure fair treatment of Bidders, City will carefully consider whether to permit waiver, correction or withdrawal for certain mistakes.

B. Treatment of Mistakes. City shall not allow a Bidder to correct or withdraw a Bid for an error in judgment. If the City discovers certain mistakes in a Bid after Opening, but before Award of the Contract, the City may take the following action:

(a) City may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:

(i) Return the correct number of Signed Bids or the correct number of other documents required by the Solicitation Document;

(ii) Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and

(iii) Acknowledge receipt of an Addendum to the Solicitation Document, provided: it is clear on the face of the Bid that the Bidder received the Addendum and intended to be bound by its terms; and the Addendum involved did not affect price, quantity or delivery.

(b) City may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in writing. A clerical error is a Bidder's error in transcribing its Bid. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). In the event of a discrepancy, unit prices shall prevail over extended prices.

(c) City may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only if the Bidder shows with objective proof and by clear and convincing evidence:

(i) The nature of the error;

(ii) That the error is not a minor informality under this subsection or an error in judgment;

(iii) That the error cannot be corrected or waived under subparagraph (b) of this subsection;

(iv) That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;

(v) That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;

(vi) That the Bidder will suffer substantial detriment if the City does not grant it permission to withdraw the Bid;

(vii) That the City's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the City or the public it represents; and

(viii) That the Bidder promptly gave notice of the claimed error to the City.

(d) The criteria in subsection (c) above shall determine whether a City will permit a Bidder to withdraw its Bid after Closing. These criteria also shall apply to the question whether an City will permit a Bidder to withdraw its Bid without forfeiture of its bid bond (or other bid security), or without liability to the City based on the difference between the amount of the Bidder's Bid and the amount of the Contract actually awarded by the City, whether by award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.

C. Rejection for Mistakes. The City shall reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid (i.e., documents submitted with the Bid).

13. REJECTION OF BIDS

a. The City may reject any Bid upon a finding that the Bid meets the criteria specified in OAR 137-049-0440(1)(a) or (b) or has not provided the certification required under OAR 137-049-0440(3). The City shall reject a Bid from a Bidder who meets the criteria specified in OAR 137-049-0440(1)(c). The City may, for good cause, reject any or all bids upon a finding it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed contract is not abandoned, new bids may be called for as in the first instance. The City may, at its own discretion, waive minor informalities.

b. This Invitation to Bid does not commit the City to pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies, subsurface investigations or designs for the preparation of a Bid, or for procuring or contracting for the items to be furnished pursuant to the Contract Documents.

The City reserves the right to reject any or all bids when such rejection is in the best interest of the City of Ashland. Bids may be rejected if they show any alteration of form, additions not called for, conditional Bids, incomplete Bids, erasures, or irregularities of any kind.

When Bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be submitted with the Bid or on file with the City Administrator prior to opening of bids; otherwise, the Bid will be rejected as irregular.

More than one Bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, for the items bid, will be cause for the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof, is interested.

If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, and all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

14. BID PROTEST. [OAR 137-049-0260].

Bidders may, in writing protest or request changes of any specifications or contract terms in accordance with adopted City contracting rules. The written protest or request for changes must be received by the City no later than ten (10) calendar days prior to the Bid Closing Date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms and a description of the prejudice to the bidder. Envelopes containing bid protests shall be marked "Contract Provision Protects or Request" with the Bid Number and Closing Date. No protest against award, owing to the content of the bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

15. ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at $1,000,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or securing exemption or partial exemption from the requirements of ORS 654.150 (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Determination of applicability of ORS 654.150 to the project is the sole responsibility of the Contractor.

16. PREVAILING WAGE RATE

The Contractor shall be required to follow standard billing format as set forth from State or Federal Funding sources. The Siskiyou Boulevard Waterline Replacement shall follow the current State of Oregon BOLI Wage Rates. The rates utilized will be noted at the date of the bid shown at the following location: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

EXHIBIT K

LETTER OF INTENT

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State _____ Zip Code _____

Name of DBE Firm:_____

Address: _____

City: _____ State _____ Zip Code _____

Telephone: _____ Area Code: _____

State DBE Certification Number:_____

Description of work to be performed by DBE firm:

_____

_____

_____

_____

Bidder intends to utilize the above-named minority firm for the work described above. The estimated amount of work is valued at $_____. If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

By:_____
(Signature)

_____
(Title)

(Copy this page for each DBE subcontractor)
(Letter of intent is not required if no DBE firms participate in the project)

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EXHIBIT L

RESTRICTION ON FEDERAL PUBLIC WORKS PROJECTS

(a) General: This clause implements provisions contained in the Airport and airway Safety and Capacity Expansion Act of 1987, Public Law No. 100223.

(b) Restrictions on Contract Award: No contract will be awarded to a bidder (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms, published by the United States Trade Representative (USTR) or (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or (3) who incorporates in the project any production of a foreign country on such USTR List; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)

(c) Certification: By this page the bidder certifies that with respect to this solution, and any resultant contract the bidder:

1. Is _____ Is not _____ a contractor of a foreign country included on the USTR list;

2. Has _____ Has not _____ entered into any contract with a subcontractor of a foreign country included on the USTR list;

3. Has _____ Has not _____ entered into any contract for any product to be used on this project that is produced in a foreign country included on the USTR list.

(d) The bidder may rely upon the certification of a prospective subcontractor for the above conditions unless the bidder has knowledge that the certification is erroneous.

(e) Erroneous Certification: This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the bidder knowingly rendered an erroneous certification, the sponsor may cancel this contract for default at no cost to the sponsor.

(f) Subcontracts: The bidder shall incorporate this clause, without modification, including this paragraph (f) in all solicitations and subcontracts under this contract.

(g) Applicability of 18 U.S.C. 1001: This certification concerns a matter within the jurisdiction of the federal Aviation Administration and the making of a false or fraudulent certification may render the maker subject to prosecution under Title 18, Unites States Code, Section 1001.

Firm Name _____

Authorized Signature _____

Title _____

Date _____

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EXHIBIT M

BUY AMERICAN PREFERENCE

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States; or
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

EXHIBIT N

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date	Signature
Company Name	Title

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EXHIBIT O

BIDDERS LIST

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below:

Firm Name	**Address**	**CERTIFIED DBE** (Y or N)	**Age of Firm**	**GRS***

*GRS – Annual Gross Receipts
Enter 1 for less than $1 million
Enter 2 for more than $1 million, less than $5 million
Enter 3 for more than $5 million, less than $10 million
Enter 4 for more than $10 million, less than $15 million
Enter 5 for more than $15 million

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EXHIBIT P

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Bid Closing: April 30th, 2026/ 2:00pm (Local time)

For projects with a contract value of more than $100,000, this form must be submitted at the located specified in the Invitation to Bid on the advertised bid closing date within two (2) working hours after the advertised bid closing time.

List below, the "Name" "Dollar Value" and "Category of Work" of each subcontractor that:

(A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and

(B) Will have a contract value that is equal to or greater than five percent (5%) of the total project bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid.

Enter "NONE" if there are no subcontractors that need to be disclosed (if needed attach additional sheets).

SUBCONTRACTOR NAME & ADDRESS & PHONE NUMBER	DOLLAR VALUE	CATEGORY OF WORK
	($)	
	($)	
	($)	
	($)	
	($)	
	($)	
	($)	

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID. A NONRESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.

Form submitted by (Bidder name): _____

Contact Name: _____ Phone #: _____

NOTE: Faxed or email copies of this form will not be accepted.

APPENDIX

1. FAA CONTRACT PROVISION GUIDELINES FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

2. BOLI PREVAILING WAGE

3. DAVIS BACON ACT PREVAILING WAGE

4. CONSTRUCTION SAFETY AND PHASING PLAN

PART II – CONTRACT CONDITIONS AND GENERAL PROVISIONS

ASHLAND MUNICIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT

2024-03

Road Construction

WORK TO BE DONE

The Work to be done under this Contract consists of the following:

1. Rehabilitation of Runway and Taxilanes.
   a. Pavement marking removal.
   b. Narrow and wide crack repair.
   c. Asphalt Patch
   d. Surface seal approximately 38,200 SY of existing pavement.
   e. Asphalt rehabilitation is approximately 8,100 SY.
   f. Rock shoulder.
2. Reconstruction of Taxilane section T03AS-01.
   a. Demolish, over excavate, and replace approximately 400 SY of existing pavement.
   b. Associated should grading and restoration.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project are the Federal Aviation Administration's Advisory Circulars (latest editions and changes) and the 2024 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a **Local and Federal Aviation Administration and Oregon Department of Aviation** Funded Project.

FAA Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on March 17, 2026)

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CURRENT CHANGES

Item	Changes
Editorial updates made to the December 29, 2025 version (effective March 17, 2026)	Provision(s) were updated to address regulatory changes impacting: - A.7: Contract Workhours and Safety Standards Act Requirements - Maximum Civil Monetary Penalty Provision updated: - A4: Civil Rights - General - A5: Civil Rights – Title Vi Assurance - A11: Disadvantaged Business Enterprise - Applicability
Editorial updates made to the May 24, 2023 version (effective December 29, 2025)	Updates were made mainly to address: - 2024 FAA Reauthorization Act provisions - 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* - Recently issued Executive Orders, some of which rescinded prior Executive Orders - A.7: Contract Workhours and Safety Standards Act Requirements - Maximum Civil Monetary Penalty Provisions removed are: - A2: Affirmative Action Requirement - A16: Equal Employment Opportunity (EEO) - A19: Prohibition of Segregated Facilities Title VI section updated DBE section updated Buy American Preference section updated Provision added (A26): Prohibition of Covered Unmanned Aircraft Systems (UAS)
Editorial update made to the January 23, 2023 version (effective May 24, 2023)	The link on page 35 was updated to reflect changes to the Department of Labor website.
Editorial updates made to the November 17, 2022 version (effective January 23, 2023)	Pages 7, 16, 19, 20, 25, and 42 of Appendix A were edited to correct grammatical mistakes, update internal document links, and correct the name of the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

CONTRACT GUIDANCE

1. Purpose of this Document

a) The purpose of this document is to establish a convenient resource for Sponsors that consolidates Federal contract provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP) and Infrastructure Investment and Jobs Act (IIJA) grant programs. The source of requirements addressed within this document are identified within the section for each individual clause.

b) **While this document is intended to assist Sponsors with their compliance efforts, it does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.**

c) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

d) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

e) Terminology:

i. The term **"Sponsor"** is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a "recipient" of federal assistance when receiving AIP or other FAA grant funds.

ii. The term **"Owner"** of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.

iii. For purposes of determining requirements for contract provisions, the term **"contract"** includes professional services, and subcontracts and supplier contracts such as purchase orders.

iv. The term **"contractor"** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).

v. The term **"bid"** is understood to mean a bid, an offer, or a proposal.

vi. The term **"applicant"** means a bidder, offeror, or proposer for a contract.

2. Sponsor Actions

In general, Sponsor's actions consistent with obligations:

a) Include in its procurements the provisions that are applicable to its project.

b) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A Sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.

c) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a Sponsor must use.

   i. Mandatory Language – Whenever a clause or provision has mandatory text, the Sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g., such as the Sponsor's name).

   ii. No Mandatory Language – For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some Sponsors may have standard procurement language that is equivalent to those federal provisions. In these cases, Sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

d) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).

e) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.

f) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

g) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

3. Typical Procurement Steps

The typical procurement steps in a project are:

1) Solicitation, Request for Bids, or Request for Proposals – This step is also called the Advertisement or Notice to Bidders.

2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications, and related project documents.

3) Bid/Proposal Evaluation – Period when Sponsor tabulates, reviews, and evaluates all proposals for bid responsiveness and bidder responsibility.

4) Award – Point when the Sponsor formally awards the contract to the successful bidder.

5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement with bidder to perform services or provide goods.

4. Applicability Matrix for Contract Provisions

Table 1 Matrix summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the Sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the Sponsor may incorporate references in the solicitation in lieu of including the entire text.

Sponsors are responsible for reviewing both the Matrix and each corresponding section to determine applicability of specific contract provisions.

Meaning of cell values in table below:

- Info –Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD – Provision the Sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Breach of Contract	$350,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Buy American Preferences	$ 0	**REF**	Limited	**REQD**	**REQD**	Limited	n/a
(1) Buy American Statement	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
(2) Construction	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
(3) Equipment/Building Projects	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
Civil Rights – General	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
Civil Rights - Title VI Assurances	$ 0	**REF**	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(1) Notice - Solicitation	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(2) Clause - Contracts	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(3) Clause – Transfer of U.S. Property	$ 0	NIS	n/a	n/a	n/a	Limited	**REQD**
(4) Clause – Transfer of Real Property	$ 0	NIS	n/a	n/a	n/a	**REQD**	**REQD**
(5) Clause - Construct/Use/Access to Real Property	$ 0	NIS	n/a	n/a	n/a	**REQD**	**REQD**
(6) List – Pertinent Authorities	$0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
Clean Air/Water Pollution Control	$150,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Contract Work Hours and Safety Standards	$100,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Copeland Anti-Kickback	$ 2,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Davis Bacon Requirements	$ 2,000	**REF**	Limited	**REQD**	Limited	Limited	n/a
Debarment and Suspension	$25,000	**REF**	**REQD**	**REQD**	**REQD**	Limited	n/a
Disadvantaged Business Enterprise	$0[1]	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Distracted Driving	$15,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Domestic Preferences for Procurements	$0	**NIS**	**REQD**	**REQD**	**REQD**	**REQD**	Info
Federal Fair Labor Standards Act	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	Info
Foreign Trade Restriction	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Lobbying Federal Employees	$ 100,000	**REF**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Occupational Safety and Health Act	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	Info
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	$0	**NIS**	**REQD**	**REQD**	**REQD**	**REQD**	Info
Prohibition of Covered Unmanned Aircraft Systems (UAS)	$0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Recovered Materials	$10,000	**REF**	Limited	**REQD**	**REQD**	Limited	n/a
Right to Inventions	$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Termination of Contract	$10,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Veteran's Preference	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a

Airport Concessions Notes:

[1] Under 49 CFR §§ 26.13(b) and 26.21, any sponsor with more than $250,000 in total contracting opportunities in 1 year must incorporate required language in each contract, regardless of the particular contract's dollar value.

1. Language relative to solicitation for airport concessions does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.

2. Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions, and in the resulting contracts.

3. For concessions agreements, use the column for Non-AIP contracts. See 49 CFR Part 23 for definitions, requirements, and clauses related to concessions and the Airport Concessions Disadvantaged Business Enterprise (ACDBE) program.

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.334 requires a Sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.337 establishes that Sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy applies these requirements to the Sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The Sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the Sponsor prefers to use different language, the Sponsor's language must fully satisfy the requirements of 2 CFR §§ 200.334 and 200.337.

A1.3 MODEL CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

A2.1 SOURCE

2 CFR Part 200, Appendix II(A)

A2.2 APPLICABILITY

This provision requires Sponsors to incorporate administrative, contractual or legal remedies in the event that a contractor violates or breaches contract terms. The Sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is $350,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200. Select either "contractor" or "consultant" as applicable.

A2.3 MODEL CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

A3.1 SOURCE

Title 49 U.S.C. § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

A3.2 APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 U.S.C. § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 U.S.C. requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment procured, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Infrastructure Investment and Jobs Act (IIJA), Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Infrastructure Investment and Jobs Act (IIJA) (P. L. No. 117-58), BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

1) Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material**.**

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade, and which does not remain as part of the project.

Note: Section 768 of the FAA Reauthorization Act of 2024 (Public Law 118-63), which became effective on May 16, 2024, establishes specific requirements for the procurement of certain rolling stock using FAA grant funds. The provision prohibits airports from using Federal financial assistance to procure buses or rail car vehicles rolling stock from covered entities.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2024 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully comply with 49 U.S.C. § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

A3.3 MODEL SOLICITATION CLAUSES

A3.3.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,[2] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

[2] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

A3.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A3.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (**Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A4 CIVIL RIGHTS - GENERAL

A4.1 SOURCE

49 U.S.C. § 47123

A4.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A5.

Contract Types – The General Civil Rights Provisions found in 49 U.S.C. § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all Sponsor contracts *regardless* of funding source.

Use of Provision – **MANDATORY TEXT**. Each contract must include two civil rights provisions. The first general clause must be included in all contracts, lease agreements, or transfer agreements. An additional specific provision must be included; the applicable text is based on whether the contract is a general contract or whether the contract is a lease or transfer agreement. The Sponsor must incorporate the text of the General Clause and the appropriate Specific Clause without modification into the contract, lease, or transfer agreement.

The required clauses for each type of contact are summarized in the table below:

Contract Clause	**The Sponsor must include the contract clause in:**	**Clause Text is Included in Paragraph**
General Clause that is used for all contracts, lease agreements and transfer agreements	Every contract or agreement **regardless of funding source**.	A4.3.1
Specific Clause that is used for general contract agreements	This applies to all contracts that do not involve property agreements. It applies to all contracts not covered by A5.3.3 **regardless of funding source**.	A4.3.2
Specific Clause that is used for lease agreements and transfer agreements	This applies to all property agreements such leases of concession space in a terminal and leases where a physical portion of the airport is transferred for use. It applies to all contracts not covered by A5.3.2 **regardless of funding source**.	A4.3.3

A4.3 MANDATORY CONTRACT CLAUSES

A4.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A4.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A4.3.3 Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

A5.1 SOURCE

49 U.S.C. § 47123

FAA Order 1400.11

A5.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation Order DOT 1050.2, *Standard Title VI Assurances and Nondiscrimination Provisions*, effective April 24, 2013. These assurances require that the Recipient (the Sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A5.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	**The Sponsor must include the contract clause in:**	**Clause Text is Included in Paragraph**
Title VI Solicitation Notice – • Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(d) of the Airport Sponsors Assurances	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations **regardless of funding source**; and 2) All Sponsor proposals for negotiated agreements **regardless of funding source.**	A5.3.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI List of Pertinent Nondiscrimination Acts and Authorities • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(2) of the Airport Sponsor Assurances	Insert this list in **every contract or agreement**, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence. **This list can only be omitted if the FAA has determined that the contractor or company is already subject to substantively identical nondiscrimination requirements.**	A5.4.1 **List must be included in all applicable contracts.**
Title VI Clauses for Compliance with Nondiscrimination Requirements • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses Assurance 30(e)(1) of the Airport Sponsor Assurances	Insert this clause in **every contract or agreement,** unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence. It has been determined that service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements must include this clause.	A5.4.2 **Clause must be included in all applicable contracts.**
Title VI Required Clause for Property Interests Transferred from the United States • Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30e.3 of the Airport Sponsor Assurances	As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor. This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract.	A5.4.3

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program – • Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(4)(a) of the Airport Sponsor Assurances	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility. It applies to agreements not covered by A5.4.4.	A5.4.4
Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program • Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(4)(b) of the Airport Sponsor Assurances	In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program This applies to agreements such as leases of concession space in a terminal not covered by A5.4.3.	A5.4.5

A5.3 MANDATORY SOLICITATION CLAUSE

The Sponsor must include this clause in:

1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations **regardless of funding source**; and
2) All Sponsor proposals for negotiated agreements **regardless of funding source.**

A5.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (***Title of Recipient***), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

A5.4 MANDATORY CONTRACT CLAUSES

A5.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

A5.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

The Sponsor must include this contract clause in:

1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.

3) Other types of contracts with utility companies involving property covered by A5.4.2, A5.4.3, or A5.4.4.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as

it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A5.4.3 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances:

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (***Title of Sponsor***) will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), for the **(Airport Improvement Program or other program for which land is transferred),** and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §§ 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (***Title of Sponsor***) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (***Exhibit A attached hereto or other exhibit describing the transferred property****)* and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (***Title of Sponsor***) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***Title of Sponsor***), its successors and assigns.

The (***Title of Sponsor***), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (***Title of Sponsor***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A5.4.4 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which

a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A5.4.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other

requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6 CLEAN AIR AND WATER POLLUTION CONTROL

A6.1 SOURCE

2 CFR Part 200, Appendix II(G)

42 U.S.C. § 7401, et seq

33 U.S.C. § 1251, et seq

A6.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed $150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR Part 200.

A6.3 MODEL CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A7.1 SOURCE

2 CFR Part 200, Appendix II(E)

29 CFR § 5.5(b)(2)

29 CFR 5.8(a)

40 U.S.C. § 3702(c)

40 U.S.C. § 3704

A7.2 APPLICABILITY

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 U.S.C. §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed $100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding $100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – **MANDATORY TEXT.** Sponsors must incorporate this text without modification.

A7.3 MANDATORY CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND "ANTI-KICKBACK" ACT

A8.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

A8.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed $2,000.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed $2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 CFR Part 5.

A8.3 MODEL CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

A9.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

A9.2 APPLICABILITY

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed $2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed $ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

Fencing Projects – Fencing projects that exceed $2,000 must include this provision.

Use of Provision – **MANDATORY TEXT.** 29 CFR Part 5 establishes specific language a Sponsor must use. The Sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

A9.3 MANDATORY CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including

the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the

job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A10 DEBARMENT AND SUSPENSION

A10.1 SOURCE

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

A10.2 APPLICABILITY

The Sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally -assisted projects. The Sponsor accomplishes this by:

1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, Sponsor may substitute "bidder/offeror" with "consultant."

A10.3 MODEL BID/PROPOSAL CERTIFICATION CLAUSES

A10.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A10.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

A11.1 SOURCE

49 CFR Part 26

49 U.S.C. § 47113

A11.2 APPLICABILITY

A Sponsor that anticipates awarding prime contracts totaling $250,000 or more in Federal financial assistance in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The Sponsor will also identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the following provisions, if applicable:

1) Clause in all solicitations for proposals for which a contract goal has been established,
2) Clause in solicitations that seek to obtain DBE participation without the use of a contract goal, and
3) Clause in each prime contract.

Use of Provision –

1. *Solicitations with a DBE Contract Goal* – No mandatory language provided. 49 CFR §26.53 requires a Sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A11.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. The Sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility. The Sponsor's election regarding responsiveness vs. responsibility is recorded in its approved DBE program. Special consideration and procedures apply to negotiated procurements and to projects solicited using the Design-Build approach.
2. *Solicitations without a DBE Contract Goal* – No mandatory language provided. The language of A11.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy requirements for a Sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Assurance for Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED**. Sponsors must incorporate this language if they have a DBE program on file with the FAA. This language must be included regardless of whether there is a DBE contract goal for the

project. Section 26.13 of 49 CFR establishes mandatory language for contractor assurance. The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).

4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. 49 CFR § 26.29 requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the prime contractor receives payment from the Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A11.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor's approved DBE program plan, the Sponsor's revised language must fully satisfy these requirements.
5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. 49 CFR § 26.53 prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A11.3.3 is acceptable to the FAA in meeting the intent of this requirement.
6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A11.3 REQUIRED PROVISIONS

A11.3.1 Solicitation Language (Solicitations with a DBE Contract Goal)

For traditional design-bid-build projects, the decision on whether DBE information is a matter of responsiveness or responsibility is laid out in the Sponsor's approved DBE program and the Sponsor should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements and for projects that follow the Design-Build method of procurement. In all cases, Sponsors should include only the applicable solicitation language from the examples below.

Bid Information Submitted as a matter of **responsiveness**:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for **negotiated procurements**:
In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for **Design-Build projects**:
In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal-project details at time of letting, the Sponsor may set a DBE goal that proposers

must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.,* replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

A11.3.2 Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the City of Ashland to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A11.3.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Ashland. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily

completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Ashland. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –
The prime contractor must not terminate a DBE subcontractor listed in response to or an approved substitute DBE firm without prior written consent of City of Ashland. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the City of Ashland. Unless the City of Ashland consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Ashland may provide such written consent only if the City of Ashland agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to the City of Ashland its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Ashland, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Ashland should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City of Ashland may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A12 DISTRACTED DRIVING

A12.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A12.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at $15,000).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements.

A12.3 MODEL CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A13.1 SOURCE

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

A13.2 APPLICABILITY

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

a) Procure or obtain,
b) Extend or renew a contract to procure or obtain, or
c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

Contract Types – The Sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements.

A13.3 MODEL CERTIFICATION CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 DRUG FREE WORKPLACE REQUIREMENTS

A14.1 SOURCE

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101-8106, as amended)

A14.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does ***not*** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the Sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

A14.3 CONTRACT CLAUSE

None.

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A15.1 SOURCE

29 USC § 201, et seq

2 CFR § 200.430

A15.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

> *Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 USC § 201, et seq. The Sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A15.3 MODEL SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A16.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

A16.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The Sponsor must incorporate this provision into all contracts exceeding $100,000.

Use of Provision – **MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the Sponsor must use. The Sponsor must incorporate this provision without modification.

A16.3 MANDATORY CERTIFICATION CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A17.1 SOURCE

29 CFR Part 1910

A17.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 CFR Part 1910.

A17.3 MODEL CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 PROCUREMENT OF RECOVERED MATERIALS

A18.1 SOURCE

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

A18.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR Part 247. When acquiring items designated in the guidelines, the Sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR Part 247 where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

Construction and Equipment – Include this provision in all construction and equipment projects.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds $10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200.

A18.3 MODEL CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A19 RIGHT TO INVENTIONS

A19.1 SOURCE

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

A19.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

A19.3 MODEL CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A20 SEISMIC SAFETY

A20.1 SOURCE

49 CFR Part 41

A20.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 CFR part 41.

A20.3 MODEL CONTRACT CLAUSE

A20.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A20.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

A21.1 SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A21.2 APPLICABILITY

The Sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

A21.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then

notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A22 TERMINATION OF CONTRACT

A22.1 SOURCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A22.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of $10,000 must address *termination for cause* and *termination for convenience* by the Sponsor. The provision must address the manner (i.e., notice, opportunity to cure, and effective date) by which the Sponsor's contract will be affected and the basis for settlement (e.g., incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Convenience – No mandatory text provided. The Sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

Termination for Cause – No mandatory text provided. The Sponsor must include a clause for termination for cause (includes default). The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

Equipment, Professional Services, and Property – No mandatory text provided. The Sponsor may use their established clause language provided that it adequately addresses the intent of 2 CFR Part 200 Appendix II(B), which addresses termination for cause and for convenience.

A22.3 MODEL CONTRACT CLAUSES

A22.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A22.3.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If

Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23 TRADE RESTRICTION CERTIFICATION

A23.1 SOURCE

49 USC § 50104

49 CFR Part 30

A23.2 APPLICABILITY

Unless waived by the Secretary of Transportation, Sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause apply to all AIP funded projects.

Use of Provision – **MANDATORY TEXT.** 49 CFR Part 30 prescribes the language for this model clause. The Sponsor must include this certification language in all contracts and subcontracts without modification.

A23.3 MANDATORY SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A24 VETERAN'S PREFERENCE

A24.1 SOURCE

49 USC § 47112(c)

A24.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 USC § 47112.

A24.3 MODEL CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

A25.1 SOURCE

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

A25.2 APPLICABILITY

To the greatest extent "practicable," Sponsors must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S., including, but not limited to iron, aluminum, steel, cement, or other manufactured products.

Contract Types – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR § 200.322.

A25.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

A26.1 SOURCE

FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936

49 U.S.C. § 44801 note

Sponsors and subgrant recipients are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or
2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

(a) The People's Republic of China.

(b) The Russian Federation.

(c) The Islamic Republic of Iran.

(d) The Democratic People's Republic of Korea.

(e) The Bolivarian Republic of Venezuela.

(f) The Republic of Cuba.

(g) Any other country the Secretary determines necessary.

A26.2 APPLICABILITY

Contract Types – the Sponsor must include this provision in all AIP-funded contracts and lower-tier contracts.

Use of Provision - No mandatory text provided. The Sponsor's language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements as appropriate.

A26.3 MODEL CONTRACT CLAUSE

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

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BOLI PREVAILING WAGE RATES

EFFECTIVE: JANUARY 5, 2026
AMENDED: FEBRUARY 18, 2026 AND APRIL 5, 2026
INCLUDING APPRENTICESHIP RATES DATED - APRIL 5, 2026

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Oregon Bureau of Labor and Industries

Prevailing Wage Rates for Public Works Contracts

Christina E. Stephenson
Labor Commissioner
Rates Effective January 5, 2026

In this rate book are the new prevailing wage rates for Oregon non-residential public works projects, effective January 5, 2026.

Prevailing wage rates are the minimum hourly wages that must be paid to all workers employed on all public works projects. Thank you for your engagement in the process and commitment to Oregon law.

Our team is ready to help support you with any questions you have. We also offer regular, free, informational seminars and webinars for contractors and public agencies. Contact us at PWR.Email@boli.oregon.gov or (971) 245-3844.

Christina E. Stephenson
Labor Commissioner

More information about prevailing wage rates:

The Oregon Bureau of Labor & Industries publishes the prevailing wage rates (PWR) that are required to be paid to workers on non-residential public works projects in Oregon.

Separate documents, *Definitions of Covered Occupations for Public Works Contracts in Oregon,* provide occupational definitions used to classify the duties performed on public works projects. These definitions are used to find the correct prevailing wage rate.

The rate book and definition publications are available online at https://www.oregon.gov/boli, as well as additional information, supporting documents, and forms.

Please contact us at PWR.Email@boli.oregon.gov or (971) 245-3844, for additional information such as:

- Applicable prevailing wage rates for projects (Generally, the rates in effect at the time the bid specifications are first advertised are those that apply for the duration of the project.)
- Federal Davis-Bacon rates (In cases where projects are subject to both state PWR and federal Davis-Bacon rates, the higher wage must be paid.)
- Required PWR provisions for specifications and contracts
- Apprentice rates

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Forms necessary to comply with ORS 279C.800 through ORS 279C.870 can be found on our website at https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx. Contractors are encouraged to use and keep on file the forms provided as master copies for use on future prevailing wage rate projects.

All of the information in this booklet can be accessed and printed from the Internet at: www.oregon.gov/BOLI

Pursuant to ORS 279C.800 to ORS 279C.870, the prevailing wage rates contained in this booklet have been adopted for use on public works contracts in Oregon.

Required Postings for Prevailing Wage Contractors and Subcontractors

PREVAILING WAGE RATES

Every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in an obvious place on the worksite, so workers have ready access to the information.

DETAILS OF FRINGE BENEFIT PROGRAMS

When a contractor or subcontractor provides or contributes to a health and welfare plan or a pension plan, or both, for employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the worksite.

The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in an obvious place on the work site in the same location as the prevailing wage rates.

WORK SCHEDULE

Contractors and subcontractors must give workers their regular work schedule (days of the week and number of hours per day) in writing before beginning work on the project.

Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information.

If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements.

ORS 279C.840(4); OAR 839-025-0033(1). ORS 279C.840(5); OAR 839-025-0033(2). ORS 279C.540(2); OAR 839-025-0034.

PUBLIC WORKS BONDS

Every contractor and subcontractor who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a $30,000 **"PUBLIC WORKS BOND"** with the Construction Contractors' Board (CCB). This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

The key elements of ORS 279C.830(2) and ORS 279C.836 specify that:

- Specifications for every contract for public works must contain language stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.
- Every contract awarded by a contracting agency must contain language requiring the contractor:
  - To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt; and
  - To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt
- Every subcontract that a contractor or subcontractor awards in connection with a public works contract between a contractor and a public agency must require any subcontractor to have a public works bond filed with the CCB before starting work on the public works project, unless otherwise exempt.
- Before permitting a subcontractor to start work on a public works project, contractors must first verify their subcontractors either have filed the bond or have elected not to file a public works bond due to a bona fide exemption.
- The PWR bond is to be used exclusively for unpaid wages determined to be due by the Bureau of Labor & Industries.
- The bond is in effect continuously (you do not have to have one per project).
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
  - Exempt contractor must still file written verification of certification with the CCB and give the CCB written notice that they elect not to file a bond.
  - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
  - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
- For projects with a total project cost of $100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
- Emergency projects, as defined in ORS 279A.010(f).

PREVAILING WAGE RATES

FINDING THE CORRECT PREVAILING WAGE RATE

To find the correct rate(s) required on your public works project, you will need:

- the date the project was first advertised for bid
- the county your project is in
- the duties of workers on the job

Generally, the rate you should look for is based on the date the project was first advertised for bid. (See OAR 839-025-0020(8) for information about projects that contract through a CM/GC, or contract manager/general contractor.)

The Labor Commissioner must establish the prevailing rate of wage for each region as defined in law. (See ORS 279C.800.) A map of these regions can be found on BOLI's website.

To find the correct rate in this rate book:

1. *Determine the duties that are being performed by each worker.* Use the booklet *Definitions of Covered Occupations* to find the definition that most closely matches the actual work performed by the worker. You can find this publication online at https://www.oregon.gov/boli/employers/Pages/occupational-definitions.aspx.

2. *Find the correct occupation in the "Prevailing Wage Rate for Public Works Contracts" below.* The prevailing wage rate is made up of an hourly base rate and an hourly fringe rate. The combination of these two amounts must be paid to each worker. Watch for possible zone differential, shift differential, and/or hazard pay. If the occupation lists different rates for different Areas of the state, locate the Area that includes the county where the project is located.

Apprentices must be paid consistent with their registered apprenticeship program standard. You can find apprenticeship rates on our website at https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx. You may also contact the agency to confirm the correct apprenticeship rate.

The "Prevailing Wage Rate Laws" handbook provides specific information and answers questions regarding prevailing wage laws and is available on our website at https://www.oregon.gov/boli/employers/Documents/2024%20PWR%20Law%20book%20-%20FINAL.pdf.

If you have any questions about any of this information, please contact the Bureau of Labor & Industries at PWR.Email@boli.oregon.gov or (971) 245-3844.

Prevailing Wage Rates by Occupations—Table of Contents

Using the booklet, Definitions of Covered Occupations, find the definition and group number, if applicable, that most closely matches the actual work being performed by the worker.

Asbestos Worker/Insulator 5
Boilermaker 5
Bricklayer/Stonemason 5
Bridge and Highway Carpenter (See Carpenter Group 5) 5
Carpenter 5
Cement Mason 6
Diver 7
Diver Tender 7
Dredger 7
Drywall, Lather, Acoustical Carpenter & Ceiling Installer 8
Drywall Taper (See Painter & Drywall Taper) 17
Electrician 9
Elevator Constructor, Installer and Mechanic 13
Fence Constructor (Non-Metal) 13
Fence Erector (Metal) 13
Flagger (Laborer Group 1) 14
Glazier 13
Hazardous Materials Handler 13
Highway/Parking Striper 13
Ironworker 14
Laborer 14
Landscape Laborer/Technician 15
Limited Energy Electrician 15
Line Constructor 17
Marble Setter 17
Millwright Group 1 (See Carpenter Group 3) 5
Painter & Drywall Taper 18
Piledriver (See Carpenter Group 6) 5
Plasterer and Stucco Mason 18
Plumber/Pipefitter/Steamfitter 18
Power Equipment Operator 19
Roofer 21
Sheet Metal Worker 22
Soft Floor Layer 24
Sprinkler Fitter 24
Tender to Mason Trades (Brick and Stonemason, Mortar Mixer, Hod Carrier) 24
Tender to Plasterer and Stucco Mason 25
Testing and Balancing (TAB) Technician 25
Tile Setter/Terrazzo Worker: Hard Tile Setter 25
Tile, Terrazzo, and Marble Finisher 25
Truck Driver 26

ASBESTOS WORKER/INSULATOR	**62.02**	**25.42**
Firestop Containment	**48.74**	**18.89**
BOILERMAKER	**45.33**	**32.22**
BRICKLAYER/STONEMASON	**49.60**	**25.92**

This trade is tended by "Tenders to Mason Trades."

Add $1.00 per hour to base rate for refractory repair work.

CARPENTER

Zone A (Base Rate)

Group 1	**54.69**	**16.81**
Group 2	**54.86**	**16.81**
Group 3 (Millwrights)	**61.57**	**22.38**
Group 4	**Eliminated**	
Group 5 (Bridge & Highway)	**56.06**	**16.81**
Group 6 (Piledrivers)	**56.06**	**16.81**

Zone Differential for Carpenters - Add to Zone A Base Rate

Zone B **1.25** per hour
Zone C **1.70** per hour
Zone D **2.00** per hour
Zone E **3.00** per hour
Zone F **5.00** per hour
Zone G **10.00** per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed.
Zone B: More than 30 miles but less than 40 miles.
Zone C: More than 40 miles but less than 50 miles.
Zone D: More than 50 miles but less than 60 miles.
Zone E: More than 60 miles but less than 70 miles.
Zone F: More than 70 miles but less than 100 miles.
Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

Albany	Coos Bay	Klamath Falls	Newport	Roseburg
Astoria	Eugene	La Grande	Ontario	Salem
Baker City	Goldendale	Lakeview	Pendleton	The Dalles
Bend	Grants Pass	Longview	Portland	Tillamook
Brookings	Hermiston	Madras	Port Orford	Vancouver
Burns	Hood River	Medford	Reedsport	

See more information on Reference Cities for Zone Differential and Premium Pays on page 6.

CARPENTER (continued)

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Group 1, 2, 5, and 6:
Welders shall receive a 5% premium per hour based on their Group's journeyman wage rate, with an 8-hour minimum.

Group 1, 2, and 3:
When working with toxic treated wood, workers shall receive $.25/hour premium pay for minimum of eight (8) hours.

Group 5 and 6:
When working with creosote and other toxic treated wood, workers shall receive $.25/hour premium pay for minimum of eight (8) hours.

Group 6:
When working in sheet pile coffer dams or cells up to the external water level, workers shall receive $.15/hour premium pay for minimum of eight (8) hours.

CEMENT MASON
This trade is tended by "Concrete Laborer."

Group 1	**46.13**	**22.31**
Group 2	**47.09**	**22.31**
Group 3	**47.09**	**22.31**
Group 4	**48.05**	**22.31**

Zone Differential for Cement Mason - Add to Basic Hourly Rate

Zone A: **3.00** per hour
Zone B: **5.00** per hour
Zone C: **10.00** per hour

Zone A: Projects located 60-79 miles of the respective city hall of the Reference Cities listed below .
Zone B: Projects located 80-99 miles of the respective city hall of the Reference Cities listed below.
Zone C: Projects located 100 or more miles of the respective city hall of the Reference Cities listed below.

See more information on Reference Cities for Zone Differential on page 7.

CEMENT MASON (continued)

Reference Cities for Cement Mason

Bend	Eugene	Pendleton	Salem	Vancouver
Corvallis	Medford	Portland	The Dalles	

When a contractor takes employees to a project that is located more than 59 miles from the city hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the city hall of the identified Reference City and the project site.

Note: All miles are to be determined on the basis of road miles using the normal route (shortest time – best road), from the city hall of the Reference City closest to the contractor's place of business and the project.

DIVER & DIVER TENDER

Zone 1 (Base Rate)

DIVER	**108.33**	**20.40**
DIVER TENDER	**64.32**	**20.40**

Any Diver or Diver's Tender working on a project more than 50 miles from Portland, OR city hall shall receive forty dollars ($40.00) per day in addition to their regular pay. Miles are calculated via the "shortest route" filter using Google Maps from Portland, OR city hall or the employee's primary residence; whichever one is closer

Diver Depth Pay:

Depth Below Water Surface (FSW)	Daily Depth Pay
50-100 ft.	**2.00** per foot over 50 feet
101-150 ft.	**3.00** per foot over 100 feet
151-220 ft.	**4.00** per foot over 150 feet
Over 220 ft.	**5.00** per foot over 220 feet

The actual depth in FSW shall be used in determining depth premium.

Diver Enclosure Pay (working without vertical escape):

Distance Traveled in the Enclosure	Daily Enclosure Pay
0 – 25ft.	**N/C**
25 – 300 ft.	**1.00** per foot from the entrance
300 – 600 ft.	**1.50** per foot beginning at 300 ft.
Over 600 ft.	**2.00** per foot beginning at 600 ft.

DREDGER

Zone A (Base Rate)

Leverman (Hydraulic & Clamshell)	**58.75**	**16.95**
Assistant Engineer (Watch Engineer, Mechanic Machinist)	**55.59**	**16.95**
Tenderman (Boatman Attending Dredge Plant), Fireman	**54.10**	**16.95**
Fill Equipment Operator	**52.93**	**16.95**
Assistant Mate	**50.23**	**16.95**

See more information on Zone Differential on page 8.

DREDGER (continued)

Zone Differential for Dredgers – Add to Zone A Base Rate

Zone B: **3.00** per hour
Zone C: **6.00** per hour

Zone mileage based on road miles:

Zone A: Center of jobsite to no more than 30 miles from the **City Hall of Portland.**
Zone B: More than 30 miles but not more than 60 miles.
Zone C: Over 60 miles.

DRYWALL, LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER

1. DRYWALL INSTALLER	**54.49**	**17.01**
2. LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER	**54.49**	**17.01**

Zone Differential for Lather, Acoustical Carpenter & Ceiling Installer

Zone mileage based on road miles:

Zone B	61-80 miles	**6.00** per hour
Zone C	81-100 miles	**9.00** per hour
Zone D	101 or more	**12.00** per hour

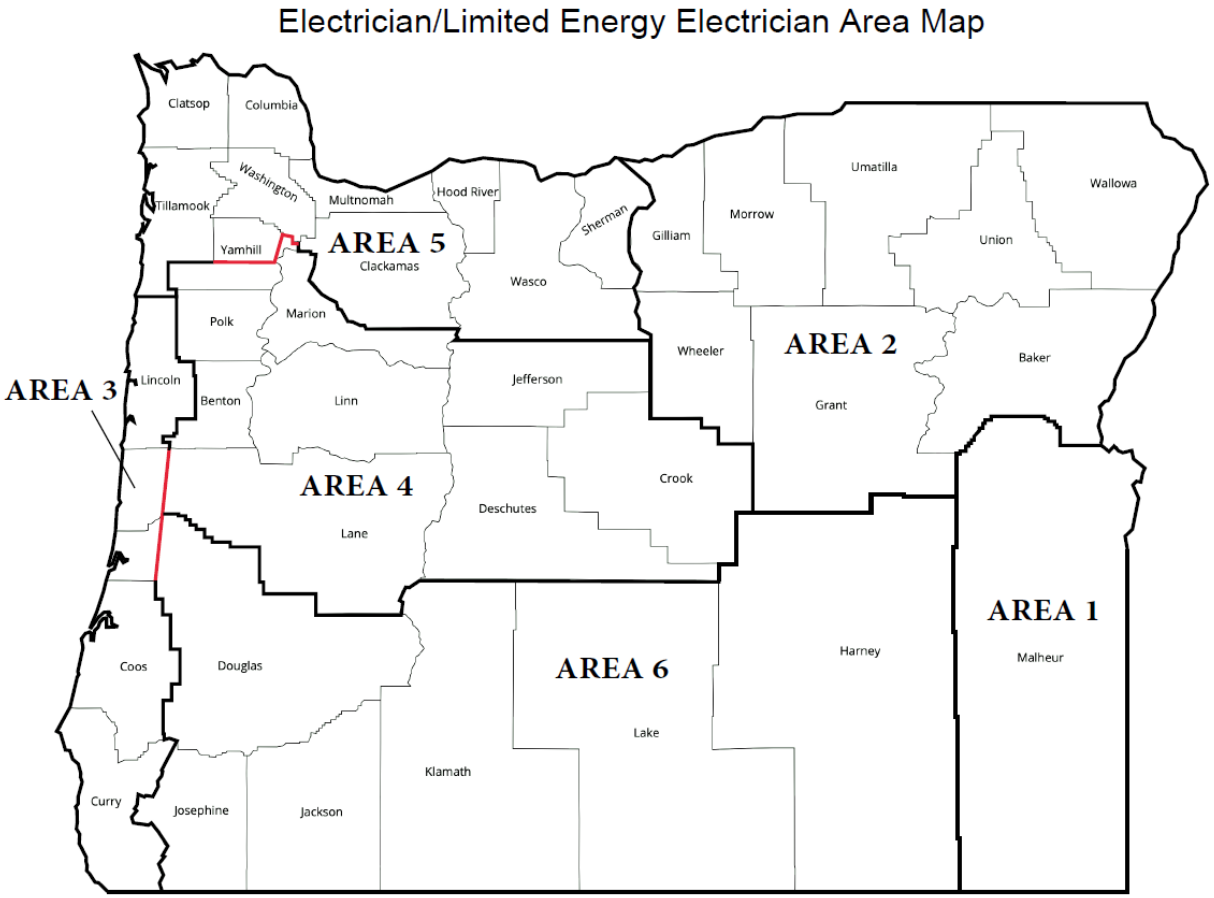
The correct transportation allowance shall be based on AAA road mileage from the City Hall of the transportation reference cities listed herein.

Reference Cities for Drywall, Lather, Acoustical Carpenter & Ceiling Installer

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

Certified welders shall receive 5% over the base wage rate, with an eight (8) hour minimum.

ELECTRICIAN



Note: If you are unable to determine the area of a project located on or near the cross-county boundaries marked in red on the map, call or email the BOLI Prevailing Wage Rate Coordinator at (971) 245-3844 or PWR.email@boli.oregon.gov.

Area 1

Electrician	**45.33**	**20.41**
Wireman Welder/Cable Splicer	**49.86**	**20.66**

Reference County

Malheur

Shift Differential*

1st Shift "day":	Between the hours of 8:00am and 4:30pm –	8 hours pay for 8 hours work
2nd Shift "swing":	Between the hours of 4:30pm and 1:00am –	8 hours pay for 8 hours work plus 10% for all hours worked
3rd Shift "graveyard":	Between the hours of 12:30am and 9:00am –	8 hours pay for 8 hours work plus 15% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

Work will be paid at time and one half the regular rate: (1) When workmen are under compressed air or where gas masks are required; (2) When working tunnels or shafts where danger of falling rocks or other debris exists; and (3) When working from suspended or swinging scaffolds or boson's chairs.

ELECTRICIAN (continued)

Area 2

Electrician	**60.00**	**27.78**
Cable Splicer	**63.00**	**27.87**
Certified Welder	**75.00**	**28.23**
Material Handler	**36.00**	**20.76**

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Add 50% of the base rate when workers are required to work under the following conditions:

1) Under compressed air with atmospheric pressure exceeding normal pressure by at least 10%.

2) From trusses, swing scaffolds, bosun's chairs, open platforms, unguarded scaffolds, open ladders, frames, tanks, stacks, silos and towers where the workman is subject to a direct fall of (a) more than 60 feet or (b) into turbulent water under bridges, powerhouses or spillway faces of dams.

Area 3

Electrician	**53.20**	**29.01**

Reference Counties

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas counties lying **west** of the red line on the Electrician Area Map posted above.

Shift Differential*

1st Shift "day":	Between the hours of 8:00am and 4:30pm	– 8 hours pay for 8 hours work
2nd Shift "swing":	Between the hours of 4:30pm and 1:00am	– 8 hours pay for 8 hours work plus 17% for all hours worked
3rd Shift "graveyard":	Between the hours of 12:30am and 9:00am	– 8 hours pay for 8 hours work plus 31% for all hours worked.

***** The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

When workers are required to work under compressed air or where gas masks are required, or to work from trusses, all scaffolds including mobile elevated platforms, any temporary structure, bosun's chair or on frames, stacks, towers, tanks, within 15' of the leading edges of any building at a distance of:

50 – 75 feet to the ground	Add 1 ½ x the base rate
75+ feet to the ground	Add 2 x the base rate

High Time is not required to be paid on any permanent structure with permanent adequate safeguards (handrails, mid-rails, and toe guards). Any vehicle equipped with outriggers are exempted from this section.

ELECTRICIAN (continued)

Area 4

Electrician	**59.34**	**26.17**
Cable Splicer	**65.27**	**26.35**
Lighting Maintenance/Material Handler	**31.60**	**11.45**

Reference Counties for Area 4

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) Those portions of Lane and Douglas counties lying **east** of the red line on the Electrician Area Map posted above.

(c) The portion of Yamhill county lying **south** of the red line on the Electrician Area Map posted above.

Shift Differential*

1st Shift "day"	Between the hours of 8:00am and 4:30pm –	8 hours pay for 8 hours work
2nd Shift "swing"	Between the hours of 4:30pm and 1:00am –	8 hours pay for 8 hours work plus 17% for all hours worked
3rd Shift "graveyard"	Between the hours of 12:30am and 9:00am –	8 hours pay for 8 hours work plus 31.4% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

Area 5

Electrician	**65.50**	**34.04**
Electrical Welder	**72.05**	**34.23**
Material Handler/Lighting Maintenance	**37.34**	**24.08**

Reference Counties

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) The portion of Yamhill County lying **north** of the red line on the Electrician Area Map posted above.

Shift Differential*

1st Shift "day"	Between the hours of 7:00am and 5:30pm –	8 hours pay for 8 hours work
2nd Shift "swing"	Between the hours of 4:30pm and 3:00am –	8 hours pay for 8 hours work plus 17.3% for all hours worked
3rd Shift "graveyard"	Between the hours of 12:30am and 11:00am –	8 hours pay for 8 hours work plus 31.4% for all hours worked.

* The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

See more information about Zone Pay on page 12.

ELECTRICIAN (continued)

Zone Pay for Area 5 – **Electrician and Electrical Welder** – Add to Basic Hourly Rate

Zone mileage based on air miles:

Zone 1: 31-50 miles – **1.50** per hour
Zone 2: 51-70 miles – **3.50** per hour
Zone 3: 71-90 miles – **5.50** per hour
Zone 4: Beyond 90 – **9.00** per hour

There shall be a 30-mile free zone from downtown Portland City Hall and a similar 15-mile free zone around the following cities:

Astoria	Seaside	Tillamook
Hood River	The Dalles	

Further, the free zone at the Oregon coast shall extend along Hwy 101 west to the ocean Hwy 101 east 10 miles if not already covered by the above 15-mile free zone.

When workers are performing electrical work on a structure at or above the 90 ft. level directly above the ground, floor, roadway, roof or water where scaffolding or special safety devices which have not been approved by the Occupational Safety and Health Administration are used, the wage rate for such work shall be double the straight time hourly rate.

Area 6

Electrician	**47.04**	**21.84**
Lighting Maintenance and Material Handler	**23.53**	**11.21**

Reference Counties

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) The portion of Douglas county lying **east** of the red line on the Electrician Area Map posted above.

Shift Differential*

1st Shift "day"	Between the hours of 8:00am and 4:30pm	–	8 hours pay for 8 hours work
2nd Shift "swing"	Between the hours of 4:30pm and 1:00am	–	8 hours pay for 8 hours work plus 7.5% for all hours worked
3rd Shift "graveyard"	Between the hours of 12:30am and 9:00am	–	8 hours pay for 8 hours work plus 15% for all hours worked.

***** The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours.

When workers are required to work under compressed air or to work from trusses, scaffolds, swinging scaffolds, bosun's chair or on building frames, stacks or towers at a distance, the following should be added to base rate.

50 – 90 feet to the ground: Add 1 ½ x the base rate
90+ feet to the ground: Add 2 x the base rate

When such work is performed outside of the regularly scheduled working hours, workmen shall be paid three (3) times the regular rate of pay. An assignment of work referred to in this Section shall entitle the workman to the premium rate for a period of at least two (2) hours.

ELEVATOR CONSTRUCTOR, INSTALLER AND MECHANIC

Area 1

Mechanic	**70.47**	**44.62**

Reference Counties

Baker	Union	Wallowa

Umatilla – **See Area 2 rate**

Area 2

Mechanic	**70.76**	**44.65**

Reference Counties

Benton	Deschutes	Jefferson	Malheur	Umatilla
Clackamas	Douglas	Josephine	Marion	Wasco
Clatsop	Gilliam	Klamath	Morrow	Washington
Columbia	Grant	Lake	Multnomah	Wheeler
Coos	Harney	Lane	Polk	Yamhill
Crook	Hood River	Lincoln	Sherman	
Curry	Jackson	Linn	Tillamook	

FENCE CONSTRUCTOR (NON-METAL)	**41.10**	**18.30**
FENCE ERECTOR (METAL)	**41.10**	**18.30**
GLAZIER	**53.15**	**23.31**

Add $1.00 to base rate when employee works from a swing stage, scaffold, suspended contrivance or mechanical apparatus from the third floor up or thirty feet of free fall (whichever is less), and employee is required to wear a safety belt.

Add twenty percent (20%) to base rate when employee works from a bosun chair (non-motorized single-man apparatus), regardless of height.

Certified welders shall receive twenty percent (20%) above the base rate for actual time spent performing welding duties.

HAZARDOUS MATERIALS HANDLER	**31.03**	**18.18**
HIGHWAY/PARKING STRIPER	**71.89**	**19.50**

IRONWORKER

Zone 1 (Base Rate):	**49.80**	**34.98**

Zone Differential for Ironworker – Add to Basic Hourly Rate

Zone 2: **8.13**/hr. or $65.00 maximum per day
Zone 3: **11.25**/hr. or $90.00 maximum per day
Zone 4: **16.25**/hr. or $130.00 maximum per day

Zone 1: Projects located within 45 miles of city hall in the reference cities listed below.
Zone 2: More than 46 miles, but less than 60 miles.
Zone 3: More than 61 miles, but less than 100 miles.
Zone 4: More than 100 miles.

Note: Zone pay for Ironworkers shall be determined using the quickest route per Google Maps and computed from the city hall or dispatch center of the reference cities listed below **or** the residence of the employee, whichever is nearer to the project.

Reference Cities and Dispatch Center

Portland

LABORER

Zone A (Base Rate):

Group 1 (Includes Flagger)	**41.10**	**18.30**
Group 2	**42.47**	**18.30**
Group 3	**43.00**	**18.30**
Group 4	**36.13**	**18.30**
Group 5 (Landscape Laborer)	**29.42**	**18.30**

Zone Differential for Laborers Add to Zone A Base Rate

Zone B: **.85** per hour
Zone C: **1.25** per hour
Zone D: **2.00** per hour
Zone E: **4.00** per hour
Zone F: **5.00** per hour

Zone A: Projects located within 30 miles of city hall in the reference cities listed.
Zone B: More than 30 miles but less than 40 miles.
Zone C: More than 40 miles but less than 50 miles.
Zone D: More than 50 miles but less than 80 miles.
Zone E: More than 80 miles but less than 100 miles.
Zone F: More than 100 miles.

Reference Cities for Laborer

Albany	Burns	Hermiston	Roseburg
Astoria	Coos Bay	Klamath Falls	Salem
Baker City	Eugene	Medford	The Dalles
Bend	Grants Pass	Portland	

See more information on Zone Differential and Live Sewer Pay on page 15.

LABORER (Continued)

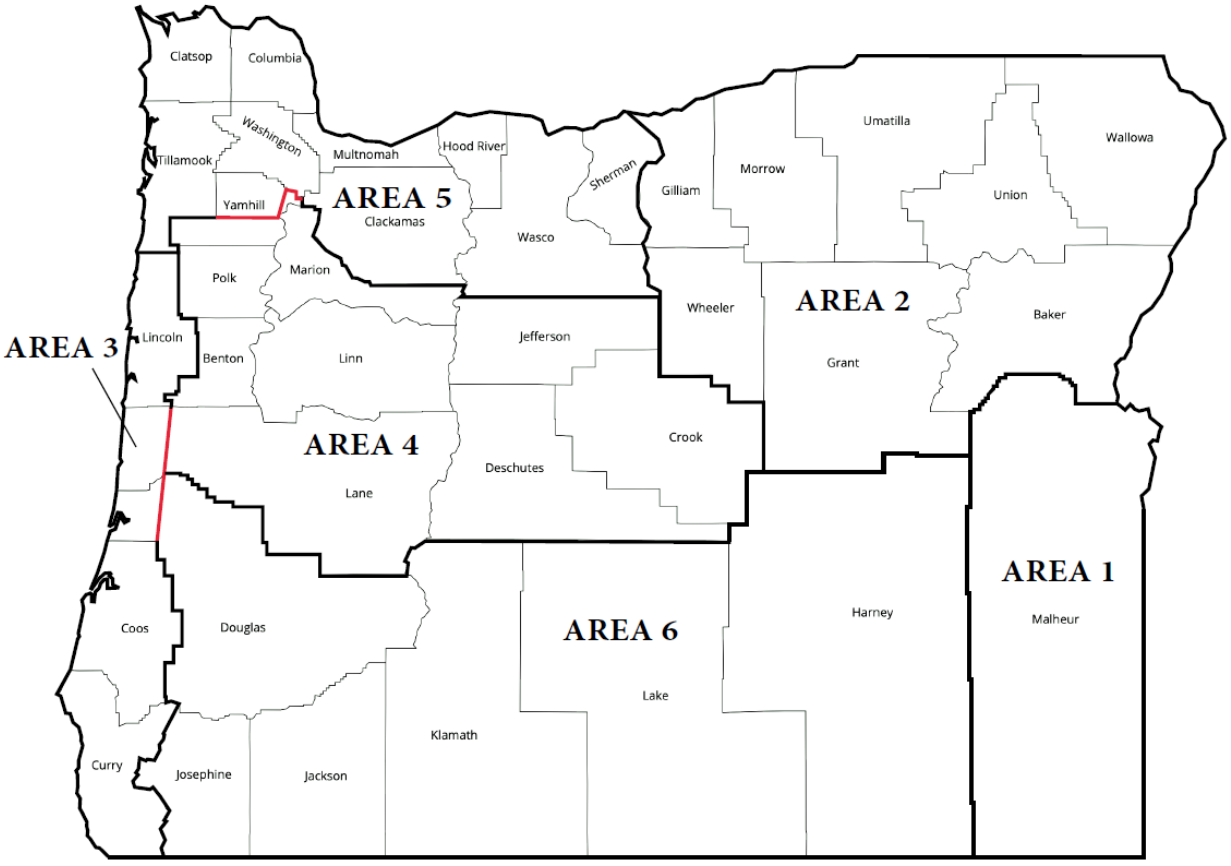
Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time, best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Any Laborer working in Live Sewers shall receive forty dollars ($40) per day in addition to their regular pay.

LANDSCAPE LABORER/TECHNICIAN (Laborer Group 5) **See Laborer Group 5 Rate**

LIMITED ENERGY ELECTRICIAN

Electrician/Limited Energy Electrician Area Map



Note: If you are unable to determine the area of a project located on or near the cross-county boundaries marked in red on the map, call or email the BOLI Prevailing Wage Rate Coordinator at (971) 245-3844 or PWR.email@boli.oregon.gov.

Area 1 **37.90** **18.10**

Reference County

Malheur

LIMITED ENERGY ELECTRICIAN (continued)

Area 2 **40.47** **18.76**

Reference Counties

Baker	Grant	Umatilla	Wallowa
Gilliam	Morrow	Union	Wheeler

Area 3 **43.11** **26.08**

Reference Counties

Coos	Douglas (a)	Lincoln
Curry	Lane (a)	

(a) Those portions of Lane and Douglas counties lying **west** of the red line on the Electrician Area Map posted above

Area 4 **44.79** **20.39**

Reference Counties

Benton	Jefferson	Marion
Crook	Lane (b)	Polk
Deschutes	Linn	Yamhill (c)

(b) Those portions of Lane and Douglas counties lying **east** of the red line on the Electrician Area Map posted above.

(c) The portion of Yamhill county lying **south** of the red line on the Electrician Area Map posted above.

Area 5 **54.50** **28.76**

Reference Counties

Clackamas	Hood River	Tillamook	Yamhill (d)
Clatsop	Multnomah	Wasco	
Columbia	Sherman	Washington	

(d) The portion of Yamhill county lying **north** of the red line on the Electrician Area Map posted above.

Area 6 **36.58** **19.00**

Reference Counties

Douglas (e)	Jackson	Klamath
Harney	Josephine	Lake

(e) The portion of Douglas county lying **east** of the red line on the Electrician Area Map posted above.

LINE CONSTRUCTOR

Area 1 (All Regions)

Group 1	**75.47**	**27.15**
Group 2	**67.38**	**26.78**
Group 3	**41.12**	**17.94**
Group 4	**57.95**	**23.16**
Group 5	**50.54**	**19.42**
Group 6	**40.43**	**18.97**
Group 7	**22.84**	**14.16**

Reference Counties

All counties

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

MARBLE SETTER **50.60** **25.92**

This trade is tendered by "Tile, Terrazzo, & Marble Finishers." Add $1.00 per hour to base rate for refractory repair work.

PAINTER & DRYWALL TAPER

COMMERCIAL PAINTING	**37.74**	**16.82**
INDUSTRIAL PAINTING	**39.94**	**16.82**
BRIDGE PAINTING	**46.83**	**16.82**

Shift Differential for Painter
Add $2.00/hour to base rate for entire shift if any hours are worked outside of 5:00 a.m. to 5:00 p.m.

DRYWALL TAPER		
Zone A (Base Rate)	**48.02**	**21.53**

Zone Differential for Drywall Taper – Add to Zone A Base Rate

Zone B: **6.00** per hour
Zone C: **9.00** per hour
Zone D: **12.00** per hour

Zone A: Projects located less than 61 miles from the respective city hall of the dispatch cities listed.
Zone B: Projects located 61 miles to 80 miles.
Zone C: Projects located 81 miles to 100 miles.
Zone D: Projects located 101 miles or more.

See more information on Dispatch Cities for Zone Differential on page 18.

PAINTER & DRYWALL TAPER (continued)

Dispatch Cities for Drywall Taper

Albany	Bend	Grants Pass	Medford	Portland	Seaside
Astoria	Brookings	Hermiston	Newport	Reedsport	The Dalles
Baker	Coquille	Klamath Falls	North Bend	Roseburg	Tillamook
Bandon	Eugene	Kelso-Longview	Pendleton	Salem	Vancouver

Note: Zone pay is based on AAA Road Mileage.

PLASTERER AND STUCCO MASON

This trade is tended by "Tenders to Plasterers."

Zone A (Base Rate)	**46.56**	**19.83**

Zone Differential for Plasterer and Stucco Mason – Add to Zone A Base Rate

Zone B: **6.00** per hour
Zone C: **9.00** per hour
Zone D: **12.00** per hour

Zone A: Projects located less than 61 miles from the respective city hall of the reference cities listed below.
Zone B: Projects located 61 miles to 80 miles.
Zone C: Projects located 81 miles to 100 miles.
Zone D: Projects located 101 miles or more.

Reference Cities for Plasterer & Stucco Mason

Bend	Eugene	Medford	Portland	Seaside
Coos Bay	La Grande	Newport	Salem	The Dalles

Add $1.00 to base rate for swinging scaffold work.

Add $2.00 to base rate for nozzle technicians on plastering machines.

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1	-------	-------

Reference Counties

Harney – **See Area 3 rates** Malheur – **See Area 3 rates**

Baker – **See Area 2 rates**

Area 2	**65.20**	**34.91**

Reference Counties

Baker	Morrow	Wallowa
Gilliam	Union	Wheeler
Grant	Umatilla	

See more information about Zone Pay on page 19

PLUMBER/PIPEFITTER/STEAMFITTER (continued)

Zone Differential for Area 2 – Add to Base Rate
Zone 2: **10.62/**hr. not to exceed $80.00 day.

Zone mileage based on road miles:
Zone 2: Eighty (80) miles or more from City Hall in Pasco, Washington.

Add $1.00 to base rate in one-hour minimum increments if it is possible for worker to fall 35 ft. or more.

Add $1.00 to base rate in one-hour minimum increments if worker is required to wear a mask in hazardous areas.

Area 3 **60.77** **37.10**

Reference Counties

Benton	Deschutes	Klamath	Multnomah
Clackamas	Douglas	Lake	Polk
Clatsop	Harney	Lane	Sherman
Columbia	Hood River	Lincoln	Tillamook
Coos	Jackson	Linn	Wasco
Crook	Jefferson	Malheur	Washington
Curry	Josephine	Marion	Yamhill

Gilliam – **See Area 2 rates** Grant – **See Area 2 rates** Morrow – **See Area 2 rates**
Umatilla – **See Area 2 rates** Wheeler – **See Area 2 rates**

POWER EQUIPMENT OPERATOR

POWER EQUIPMENT OPERATOR MAP

POWER EQUIPMENT OPERATOR (continued)

Zone 1 (Base Rate)

Group 1	**58.94**	**17.15**
Group 1A	**61.10**	**17.15**
Group 1B	**63.26**	**17.15**
Group 2	**57.03**	**17.15**
Group 3	**55.88**	**17.15**
Group 4	**52.55**	**17.15**
Group 5	**51.31**	**17.15**
Group 6	**48.09**	**17.15**

Zone Pay Differential for Power Equipment Operator – Add to Zone 1 Base Rate
Zone 2: **3.00** per hour
Zone 3: **6.00** per hour

For projects in the following metropolitan counties:

Clackamas	Marion	Washington
Columbia	Multnomah	Yamhill

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

See more information on Hazard Pay and Shift Differential calculation on page 21.

POWER EQUIPMENT OPERATOR (continued)

Add $10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add $0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.

Add $0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add $0.50 to the base rate for employees who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 245-3844.

Shift Differential

Two-Shift Operations:

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked.

When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations:

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

ROOFER

Area 1 **44.51** **22.70**

Reference Counties

Baker	Deschutes	Morrow	Union
Clackamas	Gilliam	Multnomah	Wasco
Clatsop	Grant	Sherman	Wallowa
Columbia	Hood River	Tillamook	Washington
Crook	Jefferson	Umatilla	Wheeler

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

ROOFER (continued)

Area 2 **40.15** **18.97**

Reference Counties

Benton	Harney	Lake	Malheur
Coos	Jackson	Lane	Marion
Curry	Josephine	Lincoln	Polk
Douglas	Klamath	Linn	Yamhill

Crook – **See Area 1 rates** Deschutes – **See Area 1 rates**

Application, spudding and cutting or removal of coal tar products 10%over basic wage scale.

Application, spudding and cutting fiberglass insulation add a 10% over the basic wage scale.

Area 4 **44.51** **22.70**

Reference County

Umatilla Union Wallowa

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials.

Add 10% to the base rate for handling fiberglass insulation.

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

Area 5 **44.51** **22.70**

Reference County

Morrow

Add 10% to the base rate for handling coal tar pitch or coal tar-based materials. Add 10% to the base rate for handling fiberglass insulation.

Pursuant to ORS 279C.815(2)(b), the Roofer Area 1 rate is the highest rate of wage among the collective bargaining agreements for Roofer Areas 1, 4 and 5.

SHEET METAL WORKER

Area 1 **56.24** **32.77**

Reference Counties

Benton	Deschutes	Lincoln	Polk	Washington
Clackamas	Gilliam	Linn	Sherman	Wheeler
Clatsop	Grant	Marion	Tillamook	Yamhill
Columbia	Hood River	Morrow	Umatilla	
Crook	Jefferson	Multnomah	Wasco	

See more information on Shift Differential calculation and Hazard Pay on page 23.

SHEET METAL WORKER (Continued)

Swing Shift Operations:

When a second (or "swing") shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus $8.25 for all hours worked.

Graveyard Shift Operations:

When the second (or "graveyard") shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus $12.65 for all hours worked.

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

Area 2	-------	-------

Reference Counties

Baker – **See Area 3 rate** Malheur – **See Area 4 rate**

Area 3	**50.00**	**28.37**

Reference Counties

Baker Union Wallowa

Morrow – **See Area 1 rate** Umatilla – **See Area 1 rate**

Add $.45 to base rate for work performed on any swinging stage, swinging scaffold or boson chair in excess of thirty (30) feet above the ground.

Add $1.00 to base rate for work where it is necessary to wear a chemically activated type face mask.

Area 4	**45.14**	**30.45**

Reference Counties

Douglas Jackson Klamath Lane
Harney Josephine Lake Malheur

Coos – **See Area 5 rate** Curry – **See Area 5 rate**

Swing Shift Operations:

When a second (or "swing") shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus $6.76 for all hours worked.

Graveyard Shift Operations:

When the second (or "graveyard") shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus $10.37 for all hours worked.

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder.

Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

SHEET METAL WORKER (Continued)

Area 5	**45.45**	**31.54**

Reference Counties

Coos Curry

Swing Shift Operations:

When a second (or "swing") shift starts between 2:00pm -7:00pm, second-shift workers shall be paid the base hourly wage rate plus $6.81 for all hours worked.

Graveyard Shift Operations:

When the second (or "graveyard") shift starts between 7:00pm – 1:00am, second-shift workers shall be paid the base hourly wage rate plus $10.44 for all hours worked.

Add 10% to base rate for work performed on any swinging platform, swinging chair or swinging ladder. Add 10% to base rate for work where a worker is exposed to resins, chemicals, or acid.

SOFT FLOOR LAYER	**44.28**	**19.17**

SPRINKLER FITTER

Area 1	**51.65**	**28.87**

Reference Counties

Benton	Deschutes	Jefferson	Malheur	Umatilla
Clackamas	Douglas	Josephine	Marion	Wasco
Clatsop	Gilliam	Klamath	Morrow	Washington
Columbia	Grant	Lake	Multnomah	Wheeler
Coos	Harney	Lane	Polk	Yamhill
Crook	Hood River	Lincoln	Sherman	
Curry	Jackson	Linn	Tillamook	

Area 2	**44.40**	**28.86**

Reference Counties

Baker Union Wallowa

Gilliam – **See Area 1 rate** Malheur – **See Area 1 rate** Umatilla – **See Area 1 rate**
Grant – **See Area 1 rate** Morrow – **See Area 1 rate**

TENDER TO MASON TRADES **(Brick and Stonemason, Mortar Mixer, Hod Carrier)**	**45.79**	**17.80**

Add $0.50 to base rate for refractory repair work.

TENDER TO PLASTERER AND STUCCO MASON

Zone A (Base Rate)	**44.79**	**18.30**

Zone Differential for Tender to Plasterer and Stucco Mason – Add to Zone A Base Rate

Zone B: **6.00** per hour
Zone C: **9.00** per hour
Zone D: **12.00** per hour

Zone A: Projects located within 60 miles of city hall in the reference cities listed.
Zone B: More than 61 miles but less than 80 miles.
Zone C: More than 81 miles but less than 100 miles.
Zone D: More than 101 miles

Reference Cities

Bend	Eugene	Medford	Portland	Seaside
Coos Bay	La Grande	Newport	Salem	The Dalles

Add $0.50 to base rate for refractory repair work.

TESTING AND BALANCING (TAB) TECHNICIAN

For work performed under the Sheet Metal classification, including Air-Handling Equipment, Ductwork

See SHEET METAL WORKER RATE

For work performed under the Plumber/Pipefitter/Steamfitter classification, including Water Distribution Systems

See PLUMBER/PIPEFITTER/STEAMFITTER RATE

TILE SETTER/TERRAZZO WORKER: Hard Tile Setter	**43.93**	**22.51**

This trade is tended by “Tile, Terrazzo, & Marble Finisher.” Add $2.00 when performing terrazzo work.

Add $1.00 when working with epoxy, furnane, or alkor acetylene.

TILE, TERRAZZO, AND MARBLE FINISHER

1. TILE, TERRAZZO FINISHER	**32.68**	**16.93**

Add $2.00 when performing terrazzo work.

Add $1.00 when working with epoxy, furnane, or alkor acetylene.

2. BRICK & MARBLE FINISHER	**32.68**	**17.06**

Add $1.00 per hour to base rate for refractory repair work.

TRUCK DRIVER

Zone A (Base Rate)

Group 1	**35.41**	**18.30**
Group 2	**35.57**	**18.30**
Group 3	**35.74**	**18.30**
Group 4	**36.08**	**18.30**
Group 5	**36.35**	**18.30**
Group 6	**36.57**	**18.30**
Group 7	**36.82**	**18.30**

Zone Differential for Truck Drivers – Add to Zone A Base Rate

Zone B: **.65** per hour
Zone C: **1.15** per hour
Zone D: **1.70** per hour
Zone E: **2.75** per hour

Zone A: Projects within 30 miles of the cities listed.
Zone B: More than 30 miles but less than 40 miles.
Zone C: More than 40 miles but less than 50 miles.
Zone D: More than 50 miles but less than 80 miles.
Zone E: More than 80 miles.

Reference Cities

Albany	Burns	Hermiston	Madras	Pendleton	The Dalles
Astoria	Coos Bay	Hood River	Medford	Portland	Tillamook
Baker	Corvallis	Klamath Falls	McMinnville	Port Orford	Vancouver
Bend	Eugene	La Grande	Newport	Reedsport	
Bingen	Goldendale	Lakeview	Ontario	Roseburg	
Brookings	Grants Pass	Longview	Oregon City	Salem	

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2026

To: All Oregon Contracting Agencies

Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law. These contractors and subcontractors, as well as any firm, corporation, partnership or association in which the contractor or subcontractor has a financial interest are ineligible to receive public works contracts until removed from this list. You can find the most current and up to date list of contractors ineligible to receive public works contracts on our website at https://www.oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx.

If you have questions regarding the list or for the most current information regarding persons ineligible to receive prevailing wage contracts, please contact the Prevailing Wage Rate Coordinator in Portland at (971) 245-3844.

Contractor	Address	Date placed	Removal date
A1 Dumptruck Services LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
Cameron Creations, Steven Cameron, Nancy Cameron *	PO Box 2 Lowell, OR 97452	5/25/2000	
David Miller *	731 NW Naito Parkway, #215 Portland, OR 97209	6/17/2020	
Eugene Graeme	169 SE Cody Lane Madras, OR 97741	7/3/2017	7/2/2027
Lisa Hoang aka Kim Lien Hoang aka Lien Kim Hoang aka Kim Hope aka Lisa K Ryan aka Ryan Lien Hoang aka Kim L Hoang aka Lien Hoang Ryan aka Lien K Hoang-Ryan aka Hoang K Lien aka Lisa Hall aka Lisa Kim Ryan aka Lien Ryan aka Lien Hoang Ryan aka Kim Hoang Lien aka K Lisa Hoang	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
NW Flagging LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027

LIST OF CONTRACTORS INELIGIBLE
TO RECEIVE PUBLIC WORKS CONTRACTS
PUBLICATION DATE: JANUARY 5, 2026

Contractor	Address	Date placed	Removal date
Oregon Building & Landscaping Services LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
Pacific NW Drywall & Acoustics LLC aka Pacific NW Drywall& Acoustics LLC*	731 NW Natio Parkway #215 Portland, OR 97209	6/17/2020	
Regional Traffic Management LLC	703 N Hayden Meadows Dr., #206 Portland, OR 97213 731 N Hayden Meadows Dr., #206 Portland, OR 97217 2408 NE 164th Avenue Vancouver, WA 98684	2/24/2020	2/23/2027
Sang In Nam dba Cornerstone Janitorial Services*	130 NE Danbury Ave Hillsboro, OR 97124	9/20/2016	
WCI Construction LLC	169 SE Cody Lane Madras, OR 97741	7/3/2017	7/2/2027

*** Not to be removed from debarment.**

Prevailing Wage Rate Laws Handbook

The 2024 edition of the ***Prevailing Wage Rate Laws Handbook*** is now available on our website at https://www.oregon.gov/boli/employers/Pages/prevailing-wage.aspx.

In addition to providing this and other PWR publications, Oregon BOLI Labor & Industries' PWR Unit regularly offers free, informational seminars for both public agencies and contractors. The current schedule is available online at https://www.oregon.gov/boli/employers/Pages/prevailing-wage-seminars.aspx.

If you are interested in being included on our mailing lists for future seminar notifications, please contact us at PWR.Email@boli.oregon.gov or (971) 245-3844.

DREDGER

Zone A (Base Rates)

Leverman (Hydraulic & Clamshell)	61.80	17.55
Assistant Engineer (Watch Engineer, Mechanic Machinist)	58.64	17.55
Tenderman (Boatman Attending Dredge Plant), Fireman	57.15	17.55
Fill Equipment Operator	55.98	17.55
Assistant Mate	53.28	17.55

Zone Differential for Dredgers – Add to Zone A Base Rate

Zone B: **3.50** per hour
Zone C: **6.50** per hour

Zone milage based on road miles.

Zone A: Center of jobsite to no more than 30 miles from the **City Hall of Portland.**
Zone B: More than 30 miles but not more than 60 miles.
Zone C: Over 60 miles.

LINE CONSTRUCTOR

Area 1 (All Regions)

Group 1	79.24	28.27
Group 2	70.75	27.88
Group 3	41.12	17.94
Group 4	60.85	24.24
Group 5	53.06	19.89
Group 6	42.45	19.41
Group 7	22.84	14.16

Reference Counties

All counties in Oregon

Pursuant to ORS 279C.815(2)(b), the Line Constructor Area 1 rate is the highest rate of wage among the collective bargaining agreements for Line Constructor Area 1 and Area 2.

Shift Differential

1st Shift (Groups 1,2, 4, 5, & 6)..... Between the hours of 8:00am and 4:30pm..... Base rate.

2nd Shift (Groups 1,2, 4, 5, & 6)..... Between the hours of 4:30pm and 12:00am..... Add 10% per hour to base rate.

3rd Shift (Groups 1,2, 4, 5, & 6)..... Between the hours of 12:00am and 8:00am..... Add 15% per hour to base rate.

POWER EQUIPMENT OPERATOR

Zone 1 (Base Rate)

Group 1	61.99	17.55
Group 1A	64.15	17.55
Group 1B	66.31	17.55
Group 2	60.08	17.55
Group 3	58.93	17.55
Group 4	55.60	17.55
Group 5	54.36	17.55
Group 6	51.14	17.55

See more information about Power Equipment Operator Zone Differential, Premium Pay, and Shift Differential on page 3.

POWER EQUIPMENT OPERATOR (continued)

Zone Pay Differential for Power Equipment Operator – Add to Zone 1 Base Rate
Zone 2: **3.50** per hour
Zone 3: **6.50** per hour

For projects in the following metropolitan counties:

Clackamas Columbia Multnomah Marion Washington Yamhill

(A) All jobs or projects located in Multnomah, Clackamas and Marion counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Hwy 26 and West of Mile Post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located in the area outside the *identified boundary* above, but less than 50 miles from Portland City Hall shall receive Zone 2 pay for all classifications.

(C) All jobs or projects located more than 50 miles from Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

Reference cities for projects in all remaining counties:

Albany	Coos Bay	Grants Pass	Medford
Bend	Eugene	Klamath Falls	Roseburg

(A) All jobs or projects located within 30 miles of the respective city hall of the above-mentioned cities shall receive Zone 1 pay for all classifications.

(B) All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above-mentioned cities shall receive Zone 2 for all classifications.

(C) All jobs or projects located more than 50 miles from the respective city hall of the above-mentioned cities shall receive Zone 3 pay for all classifications.

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time-best road) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all other project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Add $10.00/hour hyperbaric pay for Group 4 Tunnel Boring Machine Mechanic.

Add $0.40 to the base rate for any and all work performed underground, including operating, servicing and repairing of equipment.

Add $0.50 to the base rate per hour for any employee who works suspended by a rope or cable.

Add $0.50 to the base rate for employees who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation.

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing Wage Rate Coordinator at (971) 245-3844.

See more information about Power Equipment Operator Shift Differential on page 4.

POWER EQUIPMENT OPERATOR (continued)

Shift Differential

Two-Shift Operations

On a two-shift operation, when the second shift starts after 4:30 p.m., second-shift workers shall be paid the base hourly wage rate plus 5% for all hours worked. When the second shift starts at 8:00 p.m. or later, the second-shift workers shall be paid at the base hourly wage rate plus 10% for all hours worked.

Three-Shift Operations

On a three-shift operation, the base hourly wage rate plus five percent (5%) shall be paid to all second-shift workers for all hours worked, and the base hourly wage rate plus ten percent (10%) shall be paid to all third shift workers for all hours worked.

ASBESTOS WORKER/INSULATOR

Base Rate:	62.02	25.42

FIRESTOP CONTAIMENT

Base Rate:	50.29	21.14

CARPENTER

Zone A (Base Rates)

Group 1	54.69	17.01
Group 2	54.86	17.01
Group 3 (Millwrights)	61.57	22.38
Group 4	Eliminated	
Group 5 (Bridge & Highway)	55.29	17.01
Group 6 (Piledrivers)	55.63	17.01

Zone Differential for Carpenters - Add to Zone A Base Rate

Zone B: **1.25** per hour
Zone C: **1.70** per hour
Zone D: **2.00** per hour
Zone E: **3.00** per hour
Zone F: **5.00** per hour
Zone G: **10.00** per hour

Zone A: Projects located within 30 miles of the respective city hall of the cities listed.
Zone B: More than 30 miles but less than 40 miles.
Zone C: More than 40 miles but less than 50 miles.
Zone D: More than 50 miles but less than 60 miles.
Zone E: More than 60 miles but less than 70 miles.
Zone F: More than 70 miles but less than 100 miles.
Zone G: More than 100 miles.

Reference Cities for Group 1 and 2 Carpenters

Albany	Coos Bay	Klamath Falls	Newport	Rosburg
Astoria	Eugene	La Grande	Ontario	Salem
Baker City	Goldendale	Lakeview	Pendleton	The Dalles
Bend	Grants Pass	Longview	Portland	Tillamook
Brookings	Hermiston	Madras	Port Orford	Vancouver
Burns	Hood River	Medford	Reedsport	

Reference Cities for Group 3 Carpenters

Eugene	Medford	Portland	Vancouver
Longview	North Bend	The Dalles	

See more information about Carpenter Zone Differential and Premium Pay on page 2.

CARPENTER (continued)

Reference Cities for Group 5 and 6 Carpenters

Bend	Longview	North Bend
Eugene	Medford	Portland

Note: All job or project locations shall be computed (determined) on the basis of road miles and in the following manner. A mileage measurement will start at the entrance to the respective city hall, facing the project (if possible), and shall proceed by the normal route (shortest time--best road via Google Maps) to the geographical center on the highway, railroad, and street construction projects (end of measurement). On all project contracts, the geographical center where the major portion of the construction is located, shall be considered the center of the project (end measurement).

Groups 1, 2, 5, and 6:
Welders shall receive a 5% premium per hour based on their Group's journeyman wage rate, with an 8-hour minimum.

Group 1, 2, and 3:
When working with toxic treated wood, workers shall receive $.25/hour premium pay for minimum of eight (8) hours.

Group 5 and 6:
When working with creosote and other toxic treated wood, workers shall receive $.25/hour premium pay for minimum of eight (8) hours.

Group 6:
When working in sheet pile coffer dams or cells up to the external water level, workers shall receive $.15/hour premium pay for minimum of eight (8) hours.

HAZARDOUS MATERIALS HANDLER

Base Rate:	33.03	18.18

SPRINKLER FITTER

Area 1

Base Rate:	54.74	28.87

Reference Counties

Benton	Deschutes	Jefferson	Malheur	Umatilla
Clackamas	Douglas	Josephine	Marion	Wasco
Clatsop	Gilliam	Klamath	Morrow	Washington
Columbia	Grant	Lake	Multnomah	Wheeler
Coos	Harney	Lane	Polk	Yamhill
Crook	Hood River	Lincoln	Sherman	
Curry	Jackson	Linn	Tillamook	

SPRINKLER FITTER (continued)

Area 2

Base Rate:	47.11	28.86

Reference Counties

Baker Unions Wallowa

Gilliam – **See Area 1 rate** Malheur – **See Area 1 rate** Umatilla – **See Area 1 rate**
Grant – **See Area 1 rate** Morrow – **See Area 1 rate**

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PWR APPRENTICESHIP RATES EFFECTIVE APRIL 5, 2026

Contact BOLI at (971) 245-3844 or email PWR.email@boli.oregon.gov if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
ASBESTOS WORKER				
	Period			
$62.02	1st Yr/1st 6 mos	45%	$23.16	$17.68
$25.42	1st yr/2nd 6 mos	50%	$26.31	$21.65
	2nd Year	65%	$35.76	$21.65
	3rd Year	75%	$40.32	$31.37
	4th Year	85%	$46.62	$31.37
BOILERMAKER				
	Hours			
$45.33	0-1000	70%	$31.73	$32.22
$32.22	1001-2000	75%	$34.00	$32.22
	2001-3000	80%	$36.26	$32.22
	3001-4000	85%	$38.53	$32.22
	4001-5000	90%	$40.80	$32.22
	5001-6000	95%	$43.06	$32.22
BRICK AND MARBLE FINISHER				
$32.68		1-1000 hrs	$24.06	$16.34
$17.06		1001-2000 hrs	$26.88	$16.34
BRICKLAYER				
	Hours			
$49.60	1-1000	50%	$24.80	$25.92
$25.92	1000-2000	55%	$27.28	$25.92
	2000-3000	60%	$29.76	$25.92
	3000-4000	70%	$34.72	$25.92
	4000-5000	80%	$39.68	$25.92
	5000-6000	90%	$44.64	$25.92
CARPENTER				
Group 1	***Period***			
$54.69	1st	60%	$32.81	$17.01
$17.01	2nd	65%	$35.55	$17.01
	3rd	70%	$38.28	$17.01
	4th	75%	$41.02	$17.01
	5th	80%	$43.75	$17.01
	6th	85%	$46.49	$17.01
	7th	90%	$49.22	$17.01
	8th	95%	$51.96	$17.01

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 5, 2026

Contact BOLI at (971) 245-3844 or email PWR.email@boli.oregon.gov if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
CARPENTER (continued)				
Group 2	***Period***			
$54.86	1st	60%	$32.92	$17.01
$17.01	2nd	65%	$35.66	$17.01
	3rd	70%	$38.40	$17.01
	4th	75%	$41.15	$17.01
	5th	80%	$43.89	$17.01
	6th	85%	$46.63	$17.01
	7th	90%	$49.37	$17.01
	8th	95%	$52.12	$17.01
Group 3	***Period***			
$61.57	1st	60%	$36.94	$17.38
$22.38	2nd	65%	$40.02	$17.38
	3rd	70%	$43.10	$22.38
	4th	75%	$46.18	$22.38
	5th	80%	$49.26	$22.38
	6th	85%	$52.33	$22.38
	7th	90%	$55.41	$22.38
	8th	95%	$58.49	$22.38
Group 4 - Eliminated				
Group 5	***Period***			
$55.29	1st	60%	$33.17	$17.01
$17.01	2nd	73%	$40.36	$17.01
	3rd	75%	$41.47	$17.01
	4th	80%	$44.23	$17.01
	5th	83%	$45.89	$17.01
	6th	85%	$47.00	$17.01
	7th	90%	$49.76	$17.01
	8th	95%	$52.53	$17.01
Group 6	***Period***			
$55.63	1st	60%	$33.38	$17.01
$17.01	2nd	73%	$40.61	$17.01
	3rd	75%	$41.72	$17.01
	4th	80%	$44.50	$17.01
	5th	83%	$46.17	$17.01
	6th	85%	$47.29	$17.01
	7th	90%	$50.07	$17.01
	8th	95%	$52.85	$17.01

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
CEMENT MASON				
	Hours			
$46.13	1-1000	55%	$25.95	$20.91
$22.31	1001-2000	65%	$30.74	$20.91
	2001-3000	70%	$33.14	$20.91
	3001-4000	75%	$35.54	$20.91
	4001-5000	85%	$40.34	$20.91
	5001-6000	90%	$42.73	$20.91
DRYWALL INSTALLER				
	Period			
$54.49	1st	60%	$32.69	$10.11
$17.01	2nd	65%	$35.42	$10.11
	3rd	70%	$38.14	$17.01
	4th	75%	$40.87	$17.01
	5th	80%	$43.59	$17.01
	6th	85%	$46.32	$17.01
	7th	90%	$49.04	$17.01
	8th	95%	$51.77	$17.01
DRYWALL TAPER				
	Hours			
$48.02	1st 1000	60%	$28.81	$9.16
$21.53	2nd 1000	70%	$33.61	$9.16
	3rd 1000	75%	$36.02	$21.53
	4th 1000	80%	$38.42	$21.53
	5th 1000	85%	$40.82	$21.53
	6th 1000	90%	$43.22	$21.53
ELECTRICIAN				
Area 1				
$45.33	***Period***			
$20.41	1st	49%	$22.21	$11.02
	2nd	54%	$24.48	$11.15
	3rd	59%	$26.74	$16.06
	4th	64%	$29.01	$16.59
	5th	74%	$33.54	$17.65
	6th	84%	$38.08	$18.72
Area 2	***Period***			
$60.00	1st	40%	$24.00	$11.25
$27.78	2nd	45%	$27.00	$18.68
	3rd	50%	$30.00	$19.51
	4th	65%	$39.00	$21.99
	5th	80%	$48.00	$24.47
	6th	85%	$51.00	$25.30

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
ELECTRICIAN (continued)				
Area 3	***Period***			
$53.20	1st	50%	$26.60	$13.65
$29.01	2nd	55%	$29.26	$13.80
	3rd	60%	$31.92	$22.24
	4th	65%	$34.58	$23.09
	5th	70%	$37.24	$23.93
	6th	80%	$42.56	$25.62
Area 4	***Period***			
$59.34	1st	45%	$26.70	$12.46
$26.17	2nd	50%	$29.67	$12.62
	3rd	55%	$32.64	$20.08
	4th	60%	$35.60	$20.76
	5th	70%	$41.54	$22.11
	6th	85%	$50.44	$24.14
Area 5	***Period***			
$65.50	1st	40%	$26.20	$15.74
$34.04	2nd	45%	$29.48	$15.83
	3rd	50%	$32.75	$24.69
	4th	60%	$39.30	$26.64
	5th	70%	$45.85	$28.59
	6th	85%	$55.68	$31.51
Area 6	***Period***			
$47.04	1st	45%	$21.17	$12.92
$21.84	2nd	50%	$23.52	$12.99
	3rd	55%	$25.87	$17.54
	4th	60%	$28.22	$18.02
	5th	65%	$30.58	$18.50
	6th	70%	$32.93	$18.98
	7th	75%	$35.28	$19.45
	8th	80%	$37.63	$19.93
ELEVATOR CONSTRUCTOR				
Area 1				
$70.47	Probationary	50%	$35.24	$0.00
$44.62	1st Year	55%	$38.76	$41.31
	2nd Year	65%	$45.81	$41.73
	3rd Year	70%	$49.33	$41.94
	4th Year	80%	$56.38	$42.37

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
ELEVATOR CONSTRUCTOR (continued)				
	Area 2			
$70.76	Probationary	50%	$35.38	$0.00
$44.65	1st Year	55%	$38.92	$41.32
	2nd Year	65%	$45.99	$41.74
	3rd Year	70%	$49.53	$41.96
	4th Year	80%	$56.61	$42.38
FIRESTOP/CONTAINMENT WORKER				
	Period			
$50.29	1st Year	55%	$27.32	$11.17
$21.14	2nd Year	70%	$32.28	$21.09
	3rd Year	85%	$39.93	$21.09
GLAZIER				
	Period			
$53.15	1st	45%	$23.92	$23.31
$23.31	2nd	55%	$29.23	$23.31
	3rd	65%	$34.55	$23.31
	4th	75%	$39.86	$23.31
	5th	80%	$42.52	$23.31
	6th	85%	$45.18	$23.31
	7th	90%	$47.84	$23.31
	8th	95%	$50.49	$23.31
HIGHWAY PARKING STRIPER				
	Hours			
$71.89	0-500	60%	$43.13	$0.30
$19.50	501-1000	60%	$43.13	$9.31
	1001-2333	60%	$43.13	$15.42
	2nd period	73%	$52.48	$16.75
	3rd period	88%	$63.26	$18.28
IRONWORKER				
	Period			
$49.80	1st	65%	$32.37	$15.48
$34.98	2nd	70%	$34.86	$15.48
	3rd	75%	$37.35	$34.98
	4th	80%	$39.84	$34.98
	5th	85%	$42.33	$34.98
	6th	90%	$44.82	$34.98
	7th	90%	$44.82	$34.98
	8th	95%	$47.31	$34.98

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
LABORER				
	Group 1			
$41.10		63%	$25.89	$18.30
$18.30		70%	$28.77	$18.30
		80%	$32.88	$18.30
		90%	$36.99	$18.30
	Group 2			
$41.10		63%	$25.89	$18.30
$18.30		70%	$28.77	$18.30
		80%	$32.88	$18.30
		90%	$36.99	$18.30
	Group 3			
$41.10		63%	$25.89	$18.30
$18.30		70%	$28.77	$18.30
		80%	$32.88	$18.30
		90%	$36.99	$18.30
	Group 4			
$41.10		63%	$25.89	$18.30
$18.30		70%	$28.77	$18.30
		80%	$32.88	$18.30
		90%	$36.99	$18.30
LATHER, ACOUSTICAL CARPENTER & CEILING INSTALLER				
	Period			
$54.49	1st	60%	$32.69	$10.11
$17.01	2nd	65%	$35.42	$10.11
	3rd	70%	$38.14	$17.01
	4th	75%	$40.87	$17.01
	5th	80%	$43.59	$17.01
	6th	85%	$46.32	$17.01
	7th	90%	$49.04	$17.01
	8th	95%	$51.77	$17.01
LIMITED ENERGY ELECTRICIAN				
Area 1	***Period***			
$37.90	1st	50%	$18.95	$10.65
$18.10	2nd	55%	$20.85	$10.74
	3rd	60%	$22.74	$14.74
	4th	65%	$24.64	$15.16
	5th	70%	$26.53	$15.58
	6th	80%	$30.32	$16.42

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
LIMITED ENERGY ELECTRICIAN (continued)				
	Area 2 **Period**			
$40.47	1st	55%	$22.26	$15.45
$18.76	2nd	60%	$24.28	$15.82
	3rd	65%	$26.31	$16.19
	4th	70%	$28.33	$16.56
	5th	80%	$32.38	$17.29
	6th	85%	$34.40	$17.66
	Area 3 ***Period***			
$43.11	1st	55%	$23.71	$24.83
$26.08	2nd	60%	$25.87	$24.97
	3rd	65%	$28.02	$25.11
	4th	70%	$30.18	$25.25
	5th	75%	$32.33	$25.38
	6th	85%	$36.64	$25.66
	Area 4 ***Period***			
$44.79	1st	55%	$24.63	$19.78
$20.39	2nd	60%	$26.87	$19.85
	3rd	65%	$29.11	$19.92
	4th	70%	$31.35	$19.99
	5th	75%	$33.59	$20.05
	6th	85%	$38.07	$20.19
	Area 5 ***Period***			
$54.50	1st 6 months	50%	$27.25	$15.47
$28.76	2nd 6 months	55%	$29.98	$15.55
	3rd 6 months	60%	$32.70	$23.29
	4th 6 months	65%	$35.43	$24.01
	5th 6 months	70%	$38.15	$24.73
	6th 6 months	80%	$43.60	$26.17
	7th 6 months	90%	$49.05	$27.61
	Area 6 ***Period***			
$36.58	1st	55%	$20.12	$18.50
$19.00	2nd	60%	$21.95	$18.56
	3rd	65%	$23.78	$18.61
	4th	70%	$25.61	$18.67
	5th	75%	$27.44	$18.72
	6th	85%	$31.09	$18.83

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
LINE CONSTRUCTOR				
Area 1 & Area 2/Group 2				
Lineman Only	***Period***			
$70.75	1st	60%	$42.45	$18.96
$27.88	2nd	63%	$44.57	$19.06
	3rd	67%	$47.40	$19.18
	4th	72%	$50.94	$19.34
	5th	78%	$55.19	$19.53
	6th	86%	$60.85	$19.79
	7th	90%	$63.68	$19.92
MARBLE SETTER	***Hours***			
$50.60	1-1000	50%	$25.30	$25.92
$25.92	1000-2000	55%	$27.83	$25.92
	2000-3000	60%	$30.36	$25.92
	3000-4000	70%	$35.42	$25.92
	4000-5000	80%	$40.48	$25.92
	5000-6000	90%	$45.54	$25.92
PAINTER				
Commercial				
$37.74		70%	$26.42	$9.13
$16.82		75%	$28.31	$9.13
		80%	$30.19	$9.13
		85%	$32.08	$16.82
		90%	$33.97	$16.82
		95%	$35.85	$16.82
Industrial				
$39.94		70%	$27.96	$9.13
$16.82		75%	$29.96	$9.13
		80%	$31.95	$9.13
		85%	$33.95	$16.82
		90%	$35.95	$16.82
		95%	$37.94	$16.82
Bridge				
$46.83		70%	$32.78	$9.13
$16.82		75%	$35.12	$9.13
		80%	$37.46	$9.13
		85%	$39.81	$16.82
		90%	$42.15	$16.82
		95%	$44.49	$16.82

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate	Percentage / Hours	Base Hourly Rate	Fringe Rate
PLASTERER			
$46.56 / $19.83	60%	$27.94	$17.53
	65%	$30.26	$17.53
	70%	$32.59	$17.53
	75%	$34.92	$17.53
	80%	$37.25	$17.53
	85%	$39.58	$17.53
	90%	$41.90	$17.53

PLUMBER/PIPEFITTER/STEAMFITTER

Area 1

Baker County **(See Area 2 Rates)**

Harney and Malheur Counties **(See Area 3 Rates)**

Area 2

$65.20 / $34.91	***Period***			
	1st 6 months	45%	$29.34	$23.28
	2nd 6 months	50%	$32.60	$24.34
	3rd 6 months	55%	$35.86	$25.39
	4th 6 months	60%	$39.12	$26.45
	5th 6 months	65%	$42.38	$27.51
	6th 6 months	70%	$45.64	$28.57
	7th 6 months	75%	$48.90	$29.62
	8th 6 months	80%	$52.16	$30.68
	9th 6 months	85%	$55.42	$31.74
	10th 6 months	85%	$55.42	$31.74

Area 3

$60.77 / $37.10	***Period***			
	1st 6 months	40%	$24.31	$18.74
	2nd 6 months	50%	$30.39	$18.74
	3rd 6 months	55%	$33.42	$28.85
	4th 6 months	60%	$36.46	$29.76
	5th 6 months	65%	$39.50	$30.68
	6th 6 months	70%	$42.54	$31.60
	7th 6 months	75%	$45.58	$32.52
	8th 6 months	80%	$48.62	$33.43
	9th 6 months	85%	$51.65	$34.35
	10th 6 months	90%	$54.69	$35.27

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
POWER EQUIPMENT OPERATOR				
Group 1	***Period***			
$61.99	1st	80%	$49.59	$8.35
$17.55	2nd	85%	$52.69	$17.55
	3rd	90%	$55.79	$17.55
	4th	95%	$58.89	$17.55
Group 1A	***Period***			
$64.15	1st	80%	$51.32	$8.35
$17.55	2nd	85%	$54.53	$17.55
	3rd	90%	$57.74	$17.55
	4th	95%	$60.94	$17.55
Group 1B	***Period***			
$66.31	1st	80%	$53.05	$8.35
$17.55	2nd	85%	$56.36	$17.55
	3rd	90%	$59.68	$17.55
	4th	95%	$62.99	$17.55
Group 2	***Period***			
$60.08	1st	80%	$48.06	$8.35
$17.55	2nd	85%	$51.07	$17.55
	3rd	90%	$54.07	$17.55
	4th	95%	$57.08	$17.55
Group 3	***Period***			
$58.93	1st	80%	$47.14	$8.35
$17.55	2nd	85%	$50.09	$17.55
	3rd	90%	$53.04	$17.55
	4th	95%	$55.98	$17.55
Group 4	***Period***			
$55.60	1st	80%	$44.48	$8.35
$17.55	2nd	85%	$47.26	$17.55
	3rd	90%	$50.04	$17.55
	4th	95%	$52.82	$17.55
Group 5	***Period***			
$54.36	1st	80%	$43.49	$8.35
$17.55	2nd	85%	$46.21	$17.55
	3rd	90%	$48.92	$17.55
	4th	95%	$51.64	$17.55
Group 6	***Period***			
$51.14	1st	80%	$40.91	$8.35
$17.55	2nd	85%	$43.47	$17.55
	3rd	90%	$46.03	$17.55
	4th	95%	$48.58	$17.55

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CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate	Percentage / Hours	Base Hourly Rate	Fringe Rate
ROOFER			
Area 1			
$44.51	60%	$26.71	$18.35
$22.70	65%	$28.93	$18.35
	70%	$31.16	$18.35
	75%	$33.38	$22.70
	80%	$35.61	$22.70
	85%	$37.83	$22.70
	90%	$40.06	$22.70
	95%	$42.28	$22.70
Area 2			
$40.15	60%	$24.09	$13.70
$18.97	65%	$26.10	$13.70
	70%	$28.11	$13.70
	75%	$30.11	$18.97
	80%	$32.12	$18.97
	85%	$34.13	$18.97
	90%	$36.14	$18.97
	95%	$38.14	$18.97
Area 4			
$44.51	60%	$26.71	$18.35
$22.70	65%	$28.93	$18.35
	70%	$31.16	$18.35
	75%	$33.38	$22.70
	80%	$35.61	$22.70
	85%	$37.83	$22.70
	90%	$40.06	$22.70
	95%	$42.28	$22.70
Area 5			
$44.51	60%	$26.71	$18.35
$22.70	65%	$28.93	$18.35
	70%	$31.16	$18.35
	75%	$33.38	$22.70
	80%	$35.61	$22.70
	85%	$37.83	$22.70
	90%	$40.06	$22.70
	95%	$42.28	$22.70

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CLASSIFICATION

Journeyman Base Hourly Rate / Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
SHEET METAL WORKER				
Area 1				
$56.24		50%	$28.15	$27.58
$32.77		55%	$30.95	$27.72
		60%	$33.76	$27.86
		65%	$36.57	$28.00
		70%	$39.38	$28.14
		75%	$42.19	$28.28
		80%	$45.00	$28.42
		85%	$47.81	$28.56
		85%	$47.81	$28.56
		85%	$47.81	$28.56
Area 2				
Baker County **(See Area 3 Rates)**				
Malheur County **(See Area 4 Rates)**				
Area 3				
$50.00	1st year/1st half	55%	$27.50	$16.45
$28.37	1st year/2nd half	55%	$28.75	$18.65
		60%	$30.00	$22.12
		70%	$35.00	$23.78
		75%	$37.50	$25.19
		85%	$42.50	$27.00
Area 4				
$45.14		50%	$22.60	$25.69
$30.45		55%	$24.85	$25.83
		60%	$27.10	$25.97
		65%	$29.36	$26.11
		70%	$31.61	$26.25
		75%	$33.87	$26.39
		80%	$36.12	$26.53
		85%	$38.38	$26.67
		85%	$38.38	$26.67
		85%	$38.38	$26.67
Area 5				
$45.45		50%	$22.75	$26.52
$31.54		55%	$25.02	$26.66
		60%	$27.29	$26.80
		65%	$29.56	$26.94
		70%	$31.83	$27.08
		75%	$34.10	$27.22
		80%	$36.37	$27.36
		85%	$38.64	$27.50
		85%	$38.64	$27.50
		85%	$38.64	$27.50

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 5, 2026

Contact BOLI at (971) 245-3844 or email PWR.email@boli.oregon.gov if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate			Percentage / Hours	Base Hourly Rate	Fringe Rate
SOFT FLOOR LAYER					
		Period			
$44.28		1st 6 months	60%	$26.06	$8.60
$19.17		2nd 6 months	65%	$28.24	$17.25
		3rd 6 months	70%	$30.41	$17.52
		4th 6 months	75%	$32.58	$17.80
		5th 6 months	80%	$34.76	$18.07
		6th 6 months	85%	$36.92	$18.35
		7th 6 months	90%	$39.09	$18.62
		8th 6 months	95%	$41.27	$18.90
SPRINKLER FITTER					
	Area 1	***Class***			
$54.74		1	43%	$26.65	$10.23
$28.87		2	48%	$29.75	$10.23
		3	52%	$32.22	$22.79
		4	56%	$34.70	$22.79
		5	59%	$36.56	$23.04
		6	64%	$39.66	$23.04
		7	68%	$42.14	$23.04
		8	72%	$44.62	$23.04
		9	76%	$47.10	$23.04
		10	80%	$49.58	$23.04
	Area 2	***Class***			
$47.11		1	43%	$23.36	$10.23
$28.86		2	48%	$26.08	$10.23
		3	52%	$28.25	$22.79
		4	56%	$30.42	$22.79
		5	59%	$32.05	$23.04
		6	64%	$34.77	$23.04
		7	68%	$36.94	$23.04
		8	72%	$39.12	$23.04
		9	76%	$41.29	$23.04
		10	80%	$43.46	$23.04
TENDER TO MASON					
$45.79			63%	$28.85	$17.80
$17.80			70%	$32.05	$17.80
			80%	$36.63	$17.80
			90%	$41.21	$17.80

PWR APPRENTICESHIP RATES EFFECTIVE APRIL 5, 2026

Contact BOLI at (971) 245-3844 or email PWR.email@boli.oregon.gov if you have any questions regarding the use of these apprenticeship rates.

The percentages shown for the various apprentice periods are taken from union agreements and may differ from the committee standard (ATD) for that trade. Please verify these percentages before using them.

CLASSIFICATION

Journeyman Base Hourly Rate Journeyman Fringe Rate		Percentage / Hours	Base Hourly Rate	Fringe Rate
TENDER TO PLASTERER				
$44.79		63%	$28.22	$18.30
$18.30		70%	$31.35	$18.30
		80%	$35.83	$18.30
		90%	$40.31	$18.30
TILE TERRAZZO SETTER				
	Hours			
$43.93	1-1000	70%	$30.75	$22.51
$22.51	1001-2000	75%	$32.95	$22.51
	2001-3000	80%	$35.14	$22.51
	3001-4000	85%	$37.34	$22.51
	4001-5000	90%	$39.54	$22.51
	5001-6000	95%	$41.73	$22.51
TILE TERRAZZO FINISHER				
$32.68		1-1000 hrs	$24.06	$16.21
$16.93		1001-2000 hrs	$26.88	$16.21

DAVIS-BACON PREVAILING WAGE RATES

EFFECTIVE: JANUARY 5, 2026

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"General Decision Number: OR20260001 01/23/2026

Superseded General Decision Number: OR20250001

State: Oregon

Construction Type: Highway

Counties: Oregon Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026

BROR0001-031 06/01/2025

	Rates	Fringes
BRICKLAYER	$ 49.60	25.15

CARP0096-005 06/01/2025

	Rates	Fringes
MILLWRIGHT	$ 59.35	22.38

CARP0196-003 01/01/2025

	Rates	Fringes
Piledriver	$ 55.79	15.81

CARP0503-020 06/01/2025

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 53.94	16.81
DIVER STANDBY	$ 67.58	19.40
DIVERS TENDERS	$ 60.34	19.40
DIVERS	$ 103.21	19.40
MANIFOLD AND/OR DECOMPRESSION CHAMBER OPERATORS	$ 65.34	19.40

Employees may be required to perform any combination of work within the Diving team/crew, (except for Dive Supervisor) provided they are paid at the highest rate of pay that they received during their shift.

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* ELEC0048-006 01/01/2025

CLACKAMAS, CLATSOP, COLUMBIA, HOOD RIVER, MULTNOMAH, TILLAMOOK, WASCO, WASHINGTON, SHERMAN AND YAMHILL (NORTH) COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 69.85	30.44
ELECTRICIAN	$ 63.50	29.73

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:
Zone 1: 31-50 miles $1.50/hour
Zone 2: 51-70 miles $3.50/hour
Zone 3: 71-90 miles $5.50/hour
Zone 4: Beyond 90 miles $9.00/hour

*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

ELEC0112-001 06/01/2025

BAKER, GILLIAM, GRANT, MORROW, UMATILLA, UNION, WALLOWA, AND WHEELER COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 63.00	27.87
ELECTRICIAN	$ 60.00	27.78

ELEC0280-003 01/01/2025

BENTON, CROOK, DESCHUTES, JEFFERSON, LANE (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NORTHEAST CORNER OF COOS COUNTY TO THE SOUTHEAST CORNER OF LINCOLN COUNTY), LINN, MARION, POLK AND YAMHILL (SOUTHERN HALF) COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 60.80	22.24
ELECTRICIAN	$ 56.46	23.05

ELEC0291-006 12/01/2024

MALHEUR COUNTY

	Rates	Fringes
CABLE SPLICER	$ 46.81	19.86
ELECTRICIAN	$ 42.55	19.86

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* ELEC0659-004 01/01/2026

DOUGLAS (EAST OF A LINE RUNNING NORTH AND SOUTH FROM THE NE CORNER OF COOS COUNTY TO THE SE CORNER OF LINCOLN COUNTY), HARNEY, JACKSON, JOSEPHINE, KLAMATH AND LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 64.58	1.5%+22.34
ELECTRICIAN	$ 47.04	21.84

ZONE PAY: BASE POINTS ARE FROM THE DOWNTOWN POST OFFICE IN

GRANTS PASS, KLAMATH FALLS, ROSEBURG AND MEDFORD.

ZONE 1:	0-20 MILES	$0.00 PER HOUR
ZONE 2:	> 20-30 MILES	$1.50 PER HOUR
ZONE 3:	>30-40 MILES	$3.30 PER HOUR
ZONE 4:	>40-50 MILES	$5.00 PER HOUR
ZONE 5:	>50-60 MILES	$6.80 PER HOUR
ZONE 6:	>60 MILES	$9.50 PER HOUR

*THESE ARE NOT MILES DRIVEN. zONES ARE BASED ON DELORNE STREET ATLAS USA 5.0.

ELEC0932-004 01/01/2024

COOS, CURRY, LINCOLN, DOUGLAS AND LANE COUNTIES (AREA LYING WEST OF A LINE NORTH AND SOUTH FROM THE N.E. CORNER OF COOS COUNTY TO THE S.E. CORNER OF LINCOLN COUNTY)

	Rates	Fringes
ELECTRICIAN	$ 50.03	24.00

ENGI0701-005 01/01/2024

ZONE 1:

POWER EQUIPMENT OPERATORS (See Footnote C)

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 56.66	16.90
GROUP 1A	$ 58.82	16.90
GROUP 1B	$ 60.98	16.90
GROUP 2	$ 54.75	16.90
GROUP 3	$ 53.60	16.90
GROUP 4	$ 50.27	16.90
GROUP 5	$ 49.03	16.90
GROUP 6	$ 45.81	16.90

Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all

classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1
Concrete Batch Plan and or Wet mix three (3) units or more
Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton.
Crane, two hundred (200) ton through two hundred ninety-nine (299) ton with two-hundred-foot (200?) boom or less (including jib, inserts and/or attachments)
Crane, ninety (90) ton through one hundred ninety-nine (199) ton with over two hundred (200?) boom Including jib, inserts and/or attachments)
Crane, Tower Crane with one hundred seventy-five-foot (175?) tower or less and with less than two-hundred-foot (200?) jib
Crane, Whirley ninety (90) ton and over Helicopter when used in erecting work
Tunnel Boring Machine
Tunnel, Micro Boring Tunnel Machine

Group 1A
Crane, floating two hundred fifty (250) ton and over
Crane, two hundred (200) ton through two hundred ninety-nine (299) ton, with over two-hundred-foot (200?) boom (including jib, inserts and/or attachments)
Crane, three hundred (300) ton through three hundred ninety-nine (399) ton
Crane, Tower Crane with over one hundred seventy-five-foot (175?) tower or over two hundred
foot (200?) jib
Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B
Crane, three hundred (300) ton through three hundred ninety-nine (399) ton, with over two hundred- foot (200?) boom (including jib, inserts and/or attachments)
Floating crane, three hundred fifty (350) ton and over
Crane, four hundred (400) ton and over

Group 2
Asphalt Plant (any type)
Asphalt Roto-Mill, pavement profiler eight foot (8?) lateral cut and over

Auto Grader or ?Trimmer?
Blade, Robotic
Bulldozer, Robotic Equipment (any type)
Bulldozer, over one hundred twenty thousand (120,000) lbs. and above
Canal Trimmer
Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum
Concrete Canal Liner Operator
Concrete Diamond Head Profiler
Concrete, Automatic Slip Form Paver
Crane, Boom Truck fifty (50) ton and with over one hundred fifty-foot (150?) boom and over
Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton
Crane, Cableway twenty-five (25) ton and over
Crane, Floating Clamshell three (3) cu. Yds. And over
Crane, ninety (90) ton through one hundred ninety-nine (199) ton up to and including two hundred- foot (200?) boom (including jib inserts and/or attachments)
Crane, fifty (50) ton through eighty-nine (89) ton with over one hundred fifty-foot (150?) boom
(including jib inserts and/or attachments)
Crane, Whirley under ninety (90) ton
Crusher Plant
Drone
Excavator over one hundred thirty thousand (130,000) lbs.
Heavy Equipment Robotics Operator or Mechanic
Loader one hundred twenty thousand (120,000) lbs. and above
Master environmental Maintenance Mechanic
Remote Controlled Earth Moving Equipment
Shovel, Dragline, Clamshell, five (5) cu. Yds. And over
Underwater Equipment remote or otherwise, when used in construction work
Wheel Excavator any size

Group 3
Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.
Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty-foot (150?) boom
Crane, fifty (50) ton through eighty-nine (89) ton with one hundred fifty-foot (150?) boom or less
(including jib inserts and/or attachments)
Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.
Excavator over eighty-five thousand (85,000) lbs. through one hundred thirty thousand
(130,000) lbs.
Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4
Asphalt, Screed
Asphalt Paver
Asphalt Roto-Mill, pavement profiler, under eight foot (8?) lateral cut
Asphalt, Recycle Machine
Asphalt, Material Transfer Vehicle Operator
Back Filling Machine
Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with
any attachments
Blade (any type)
Boatman, Licensed
Boring Machine

Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.
Cable-Plow (any type)
Cableway up to twenty-five (25) ton
Cat Drill (John Henry)
Challenger
Chippers
Combination Heavy Duty Mechanic-Welder, when required to do both
Compactor, multi-engine
Compactor, Robotic
Compactor with blade self-propelled
Concrete, Breaker
Concrete, Grout Plant
Concrete, Mixer Mobile
Concrete, Paving Road Mixer
Concrete, Reinforced Tank Banding Machine
Crane, Boom Truck twenty (20) ton and under fifty (50) ton
Crane, Bridge Locomotive, Gantry and Overhead
Crane, Carry Deck, Spider Crane, and similar types
Crane, Chicago Boom and similar types
Crane, Derrick Operator, under one hundred (100) ton
Crane, Floating Clamshell, Dragline, etc. under three (3) cu. yds. Or less than thirty (30) ton
Crane, under fifty (50) ton
Crane, Quick Tower under one-hundred-foot (100?) in height and less than one hundred fifty foot (150?) jib (on rail included)
Diesel-Electric Engineer (Plant or Floating)
Directional Drill over twenty thousand (20,000) lbs. pullback
Drill Cat Operator
Drill Doctor and/or Bit Grinder
Drill, Oscillator
Driller, Percussion, Diamond, Core, Cable, Rotary and similar type
Excavator Operator over twenty thousand (20,000) lbs. through eighty-five thousand (85,000) lbs.
Generator Operator
Grade Setter/layout from plans
Grade-all
Guardrail Machines, i.e., punch, auger, etc.
Hammer Operator (Piledriver)
Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over
Hoist, two (2) drums or more
Hydro Axe (loader mounted or similar type)
Jack Operator, Elevating Barges, Barge Operator, self-unloading
Loader Operator, front end and overhead, twenty-five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.
Log Skidders
Mechanic, Heavy Duty
Piledriver Operator (not crane type)
Pipe, Bending, Cleaning, Doping and Wrapping Machines
Rail, Ballast Tamper Multi-Purpose
Rubber-tired Dozers and Pushers
Scraper, all types
Side-Boom
Skip Loader, Drag Box
Stump Grinder (loader mounted or similar type)
Surface Heater and Planer
Tractor, rubber-tired, over fifty (50) HP Flywheel

Trenching Machine three-foot (3?) depth and deeper (Assistant to the Operator required)
Truck, Crane Oiler-Driver 250 tons and over
Tub Grinder (used for wood debris)
Tunnel Boring Machine Mechanic ? hyperbaric pay: additional ten dollars ($10.00) per hour, incudes prep and decompress
Tunnel, Mucking Machine
Tunnel, Segment Plant
Tunnel, Separation Plant
Tunnel, Shaef Loader
Tunnel, Shield Operator
Ultra-High-Pressure Water Jet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Water pulls, Water Wagons
Welder; Heavy Duty

Group 5
Asphalt, Extrusion Machine
Asphalt, Roller (any asphalt mix)
Asphalt, Roto-Mill pavement profiler ground man
Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less
Cement Pump
Chip Spreading Machine
Churn Drill and Earth Boring Machine
Compactor, self-propelled without blade
Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity
Concrete, Batch Plant Quality control
Concrete, Combination Mixer and compressor operator, gunite work
Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter
Concrete, Finishing Machine
Concrete, Grouting Machine
Concrete, Internal Full Slab Vibrator Operator
Concrete, Joint Machine
Concrete, Mixer single drum, any capacity
Concrete, Paving Machine eight foot (8?) or less (Assistance to the Operator required)
Concrete, Placing Boom
Concrete, Planer
Concrete, Pump
Concrete, Pump Truck
Concrete, Pumpcrete Operator (any type)
Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms
Concrete, Spreader
Concrete, Tele belt
Concrete, Treated Base Roller Operator, Oiling
Conveyored Material Hauler
Crane, Boom Truck under twenty (20) tons
Crane, Boom Type lifting device, five (5) ton capacity or less
Drill, Directional type less than twenty thousand (20,000) lbs. pullback
Drill, Mud Mixer
Elevating Grader Operator, Tractor towed requiring Operator or Grader
Elevating Loader Operator (any type)
Elevator to move personnel or materials
Forklift, over ten (10) ton or Robotic
Helicopter Hoist
Hoist Operator, single drum
Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.

Hydraulic Backhoe wheel type (any make)
Laser Screed
Lime Spreader, construction job site
Loaders, rubber-tired type, less than twenty-five thousand (25,000) lbs.
Pavement Grinder and/or Grooving Machine (riding type)
Pipe, cast in place Pipe Laying Machine
Pulva-Mixer or similar types
Pump Operator, more than five (5) pumps (any size)
Rail, Ballast Compactor, Regulator, or Tamper machines
Rail, Car Mover
Rail, Clip Applicator
Rail, High Rail Self Loader Truck
Rail, Locomotive, forty (40) ton and over
Rail, Lo-Railer
Rail, Shuttle Car Operator
Rail, Speedswing
Rail, Track Liner
Service Oiler (Greaser)
Sweeper Self-Propelled, Construction Job Site
Tractor, Rubber-Tired, fifty (50) HP flywheel and under
Trenching Machine Operator, maximum digging capacity three-foot (3?) depth
Truck, All Terrain or Track type
Truck, Barrel type
Truck, Crane Oiler-Driver 100-249 tons
Truck, Heavy Haul, specialized transporter, hydraulic, electric, or similar
Truck, Off Road Trucks, Articulated and Non-articulated
Trucks over forty (40) ton
Truck, Vacuum
Truck, Water
Tunnel, Locomotive, Dinkey
Tunnel, Power Jumbo setting slip forms, etc.

Group 6
Air Filtration Equipment
Asphalt, Pugmill (any type)
Asphalt, Raker
Asphalt, Truck Mounted Asphalt Spreader, with Screed
Assistant to the Operator
Auger Oiler
Bell Man (any type of communication)
Boatman
Bobcat, skid steed (less than one (1) yard)
Broom, self-propelled, construction job site
Compressor Operator (any power) under 1,250 cu. ft. total capacity
Concrete Curing Machine (riding type)
Concrete Saw
Conveyor Operator or Assistant
Crane, Tugger
Crusher Feederman
Crusher Oiler
Deckhand
Drill Assistant
Drill, Directional Locator
Forklift
Grade Checker
Guardrail Punch Oiler
Heavy Duty Repairman Assistant
Helicopter Radioman (ground)
Hydraulic Pipe Press
Hydrographic Seeder Machine, straw, pulp or seed
Hydrostatic Pump Operator

Material Handler
Mixer Box (CTB, dry batch, etc.)
Oiler
Parts Man (Tool Room)
Plant Oiler
Pump (any power)
Rail, Brakeman, Switchman, Motorman
Rail, Tamping Machine, mechanical, self-propelled
Rigger
Roller grading (not asphalt)
Truck, Crane Oiler-Driver under 100 tons
Truck, Off-Road Trucks, Articulated and Non-Articulated
Trucks forty (40) ton and under
Truck, over highway, examples: material and equipment
Welder?s Assistant
Welding Machine
Wire Mat or Brooming Machine

IRON0029-004 07/07/2025

	Rates	Fringes
IRONWORKER	$ 48.31	34.52

LABO0737-001 06/01/2024

	Rates	Fringes
Mason Tender/Hod Carrier Tenders to Bricklayers, Tile Setters, Marble Setters and Terrazzo Workers, Topping for Cement Finishers and Mortar Mixers	$ 43.79	17.05

LABO0737-008 06/01/2024

ZONE 1:
LABORERS (SEE FOOTNOTE C)

	Rates	Fringes
Laborers:		
GROUP 1	$ 39.00	17.30
GROUP 2	$ 40.41	17.30
GROUP 3	$ 34.39	17.30

Zone Differential (Add to Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 2.00
Zone 4 - 3.00
Zone 5 - 5.00

ZONE 1 - All jobs or projects located within 30 miles of the respective City Hall

ZONE 2 - More than 30 miles and less than 40 miles from the respective City Hall

ZONE 3 - More than 40 miles and less than 50 miles from the respective City Hall

ZONE 4 - More than 50 miles and less than 80 miles from the

respective City Hall

ZONE 5 - More than 80 miles from the respective City Hall.

BASEPOINTS:

ALBANY	ASTORIA	BAKER CITY
BEND	BURNS	COOS BAY
EUGENE	GRANTS PASS	HERMISTON
KLAMATH FALLS	MEDFORD	PENDLETON
PORTLAND	ROSEBURG	SALEM
THE DALLES		

LABORER CLASSIFICATIONS

GROUP 1: Applicator (including Pot Tender for same) applying protective material by hand or nozzle on utility lines or storage tanks on project, Asphalt Plant; Asphalt Spreader; Batch Weighman; Broomers; Brush Burners and Cutters; Choker Setter; Choker Splicer; Clary Power Spreader; Clean-up Laborer; Clean up Nozzleman (concrete, rock, etc); Concrete Laborer; Crusher Feeder; Curing, Concrete; Demolition, wrecking, and moving; Dopping and Wrapping Pipe; Dumpman (for Grading Crew); Erosion Control Specialist; Fine Graders; Fence Builders; Form Strippers; Guard Rail, Median Rail, Barriers, Reference Post, Guide Post, Right of Way Marker; Remote Control (Dry Pack Machine, Jackhammer, Chipping Guns, Compaction, Paving Breakers, Hand Held Concrete Saw, Demo Saw, Core Drill); Precast Concrete Setter; Pressure Washer; Railroad Track Laborer; Ribbon Setter; Rip Rap Map; Sand Blasting (Wet); Scaffold Tender; Self Propelled Concrete Buggy; Sewer Laborer; Sign Erector; Signalman; Scissor and Manlift; Skipman; Slopers; Sprayman; Stake Chaser; Stake Setter; Tamper; Timber Faller and Bucker; Tool Operators (Hand Held, Walk Behind)

GROUP 2: Asbestos Removal; Asphalt Rakers, Bit Grinder, Concrete Core Drill, Concrete Pump Nozzleman, Concrete Saw Operator (Walk Behind, Walk Saw, Rail Mounted, Wire); Drill Operator; Grade Checker; Gunite Nozzleman; Hazardous Waste Laborer; High Scalers; Laser Bean (Pipe Laying); Loop Installation; Manhole Builder; Mold Remediation Laborer; Nippers and Timberman; Pipelayer; Powderman; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand Blasting (Dry); Sewer Timberman; Tugger Operator; Vibrators; Water Blaster

GROUP 3: Final Clean-up(detailed clean-up, limited to cleaning up floors, ceilings, walls, windows-prior to acceptance by the owner); Fire Watch; Landscaper; Traffic Flagger

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS - Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class ""C"" Suit - Basic hourly wage rate plus $1.00 per hour, fringes plus $0.15.

H-3 Class ""B"" Suit - Basic hourly wage rate plus $1.50 per hour, fringes plus $0.15.

H-4 Class ""A"" Suit -Basic hourly wage rate plus $2.00 per hour, fringes plus $0.15.

PAIN0010-005 07/01/2025

	Rates	Fringes
PAINTER		
HIGHWAY & PARKING LOT		
STRIPER	$ 41.19	17.09

PAIN0010-008 01/01/2025

	Rates	Fringes
PAINTER	$ 40.25	16.67

PLAS0555-001 06/01/2025

ZONE 1:

	Rates	Fringes
Cement Masons: (ZONE 1)		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	$ 48.05	20.31
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	$ 47.09	20.31
CEMENT MASONS	$ 46.13	20.31
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	$ 47.09	20.31

Zone Differential for Cement Mason - Add to Basic Hourly Rate FOR THE FOLLOWING CITIES: (Reference City)
Bend, Portland, Pendleton, Medford, Corvallis, Salem, Eugene, The Dalles, Vancouver

When a contractor takes current employees to a project that is located more than 59 miles from the City Hall of the Reference City that is closest to the contractor's place of business, Zone Pay is to be paid for the distance between the City Hall of the identified Reference City and the project site, per the following:

Zone A - 60-79 miles - additional $3.00 hourly premium above the base
rate of all classification as listed in Schedule ""A"".

Zone B - 80-99 miles - additional $5.00 hourly premium above the base rate of all classifications as listed in Schedule ""A""

Zone C -100 or more miles - additional $10.00 hourly premium above the base rate of all classifications as listed in Schedule ""A""

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ZONE 1:

TRUCK DRIVERS (See Footnote C):

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 35.41	18.30
GROUP 2	$ 35.57	18.30
GROUP 3	$ 35.74	18.30
GROUP 4	$ 36.08	18.30
GROUP 5	$ 36.35	18.30
GROUP 6	$ 36.57	18.30
GROUP 7	$ 36.82	18.30

Zone Differential (add to Zone 1 rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

Zone 1 - All jobs or projects located within 30 miles of the respective City Hall

Zone 2 - More than 30 miles and less than 40 miles from the respective City Hall

Zone 3 - More than 40 miles and less than 50 miles from the respective City Hall

Zone 4 - More than 50 miles and less than 80 miles from the respective City Hall

Zone 5 - More than 80 miles from the respective City Hall

BASEPOINTS:

ALBANY	ASTORIA	BAKER
BEND	BINGEN	BROOKINGS
BURNS	COOS BAY	CORVALLIS
EUGENE	GOLDENDALE	GRANTS PASS
HERMISTON	HOOD RIVER	KLAMATH FALLS
LAGRANDE	LAKEVIEW	LONGVIEW
MADRAS	MEDFORD	MCMINNVILLE
OREGON CITY	NEWPORT	ONTARIO
PENDLETON	PORTLAND	PORT ORFORD
REEDSPORT	ROSEBURG	SALEM
THE DALLES	TILLAMOOK	VANCOUVER

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: A-frame or hydra-lift truck w/load bearing surface; Articulated dump truck; Battery rebuilders; Bus or manhaul driver; Concrete buggies (power operated); Concrete pump truck; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: up to and including 10 cu. yds.; Lift jitneys, fork lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or leverman on concrete dry batch plant

(manually operated); Lubrication man, fuel truck driver, tireman, wash rack, steam cleaner or combination; Pilot car; Pickup truck; Slurry truck driver or leverman; Solo flat bed and misc. body truck, 0-10 tons; Team drivers; Tireman; Transit mix and wet or dry mix trucks: 5 cu yds. and under; Water wagons (rated capacity) up to 3,000 gallons

GROUP 2: Boom truck/hydra-lift or retracting crane; Challenger; Dumpsters or similar equipment-all sizes; Dump trucks/articulated dumps 6 cu to 10 cu.; Flaherty spreader driver or leverman; Low bed equipment, flat bed semi-truck and trailer or doubles transporting equipment or wet or dry materials; Lumber carrier, driver-straddle carrier (used in loading, unloading and transporting of materials on job site); Oil distributor driver or leverman; Transit mix and wet or dry mix trucks: over 5 cy yds and including 7 cu. yds; Vacuum trucks; Water Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia nitrate distributor driver; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds., includes articulated dump trucks; Self-Propelled street sweeper; Transit mix and wet or dry mix trucks, over 7 cu. yds. and including 11 cu. yds.; truck mechanic-Welder-Body repairman; Utility and clean-up truck; Water wagons (rated capacity) 5,000 to 10,000 gallons.

GROUP 4: Asphalt Bruner; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes articulated dump trucks; Fire guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds., includes articulated dump trucks

GROUP 6: Bulk cement spreader w/o auger; Dry Pre-Batch concrete mix trucks; Dump trucks, side, end and bottom dumps, including semi-trucks and trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds. and includes articulated dump trucks; Skid truck

GROUP 7: Dump trucks, side, end and bottom dumps, including semi-trucks and trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds. includes articulated dump trucks; Industrial lift truck (mechanical tailgate)

FOOTNOTE C:

HANDLING OF HAZARDOUS WAST MATERIALS -(LABORERS, POWER EQUIPMENT OPERATORS, AND TRUCK DRIVERS): Personnel in all craft classifications subject to working inside a federally designated Hazardous Waste perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of Hazardous Waste as outline in the specific Hazardous Waste Project Site Safety Plan:

H-1 Base Wage Rate when on a hazardous waste site when not

outfitted with protective clothing.

H-2 Class ""C"" Suit - Basic hourly wage rate plus $1.00 per hour, fringes plus $0.15.

H-3 Class ""B"" Suit - Basic hourly wage rate plus $1.50 per hour, fringes plus $0.15.

H-4 Class ""A"" Suit -Basic hourly wage rate plus $2.00 per hour, fringes plus $0.15.

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	Rates	Fringes
Timber Sales Roads:		
LABORERS	$ 8.35	4.30
OPERATING ENGINEERS	$ 10.37	4.15
POWER SAW, DRILLER, POWDERMAN	$ 9.12	4.30
TEAMSTERS	$ 9.74	3.74

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are

based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

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City of Ashland

Ashland Municipal Airport/Sumner Parker Field

Runway and Taxilane Rehabilitation Project

Construction Safety and Phasing Plan

AIP No. 3-41-0002-017-2025

April 2026

Prepared for:

City of Ashland
20 East Main Street
Ashland, OR 97520

Prepared by:

Century West Engineering
1020 SW Emkay Drive, Suite 100
Bend, OR 97702

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Construction Safety and Phasing Plan

This Construction Safety and Phasing Plan (CSPP) has been prepared in general accordance with FAA Advisory Circulars (AC) *150/5300-13A,* "*Airport Design*"; and *150/5370-2G,* "*Operational Safety on Airports during Construction*" for the Runway and Taxilane Rehabilitation Project at the Ashland Municipal Airport in Ashland, Oregon.

I. PURPOSE AND OBJECTIVE

Aviation safety is the primary consideration at airports, especially during construction. The Construction Safety and Phasing Plan (CSPP) is a tool used to ensure safety compliance when coordinating construction activities with airport operations. This document identifies aspects of the Ashland Municipal Airport Runway and Taxilane Rehabilitation Project that pose a potential safety hazard to airport operations and outlines mitigation procedures for each hazard.

The following objectives must be met by the "Team" comprised of the Airport Manager; City of Ashland Staff; the Engineering Design Consultant; the Prime Contractor; and various subconsultants, subcontractors, airport users, and airport tenants in order to maximize safety and minimize time and economic loss. These objectives include:

- maintaining the safety and integrity of operations on the airport,
- keeping the airport operational for all users to the greatest extent practical,
- minimizing delays for aircraft and construction operations, and
- maximizing airport operation and construction activity opportunities.

The "Team" must keep these objectives in mind when formulating work schedules and work activities affecting operations on the airport.

II. RESPONSIBILITIES OF THE CONSTRUCTION CONTRACTOR

For responsibilities of the contractor regarding the Safety Plan Compliance Document, see Appendix D and Appendix E.

III. INTRODUCTION OF STAFF

Key staff associated with the safety and operational planning of the Project.

Jessica Campoamor	Oregon Planner – FAA Seattle ADO
Chance Metcalf	Engineering Project Manager – City of Ashland Public Works
Bob Skinner	FBO – Ashland Municipal Airport
Tom Headley, PE	Senior Project Manager – Century West Engineering
Greg Reince, PE	Project Manager – Century West Engineering
Tracy Salgado, EIT	Staff Engineer – Century West Engineering

IV. SCHEDULE AND SCOPE OF WORK

1) SCHEDULE.

Construction is anticipated to begin in the Summer of 2026, as funding and weather allow, with an anticipated contract duration of 45 calendar days. The work will be performed through two phases as described in Section V of this document.

2) SCOPE.

The overall work includes the following:

1. Rehabilitation of Runway and Taxilanes.
    a. Pavement marking removal.
    b. Narrow and wide crack repair.
    c. Asphalt patch.
    d. Surface seal approximately 38,200 SY of existing pavement.
    e. Asphalt rehabilitation approximately 8,100 SY.
    f. Shoulder Rock.
2. Reconstruction of Taxilane section T03AS-01.
    a. Demolish, over excavate, and replace approximately 400 SY of existing pavement.

    Associated shoulder grading and restoration.

V. SAFETY PLAN

1) CONSTRUCTION SAFETY AND PHASING.

The items listed below follow the guidance of Chapter 2, Section 2, “Plan Requirements” and Chapter 3, “Guidelines for Writing a CSPP” as provided in *AC 150/5370-2G-Operational Safety on Airports during Construction.*

1. Coordination.

The Ashland Municipal Airport Runway and Taxilane Rehabilitation projects predesign, pre-bid, and preconstruction conferences will be used as opportunities to introduce the subject of airport operational safety during construction and to describe the elements of this CSPP and resulting SPCD.

a. **Contractor Progress Meetings.** Operational safety will be a standing agenda item for discussion during weekly progress meetings through duration of the project.

b. **Scope or Schedule Changes.** Changes in the scope or duration of the project will be represented by revisions to the CSPP.

c. **FAA-ATO Coordination.** The contractor will work with the project representative during construction to assure that FAA Air Traffic Organization (ATO) will be coordinated with, and schedule, airway facility (including NAVAIDs) shutdowns and restarts. The FAA ATO contact person will be the Western Service Center and can be reached at 1-206-231-2420.

    i. A limited Runway closure and NAVAID shutdown is planned.

    ii. A closure of all Taxiways and Taxilanes are anticipated over two phases for the project.

2. *Phasing*

The project Construction Safety and Phasing Drawings provided in Appendix C details the scheduling of construction phases. The sequenced construction phases have been incorporated into the project design and are reflected in the contract drawings and specifications. It is anticipated that the project will be completed in two phases; refer to the Construction Safety and Phasing Drawings provided in Appendix C for additional information. Contractor must notify engineer 72 hours prior to beginning work in any area.

Phase 1 requires a Runway closure while Phase 2 does not require a Runway closure.

a. **Phase 1 (Work Areas 1 and 2):**

    i. Phase 1 (Work Areas 1 and 2) requires a closure of Runway 12-30 for a continuous 5 calendar days.

    ii. Runway 12-30, Taxiway A, and the north Taxilanes will be inaccessible 5 consecutive calendar days.

    iii. The Runway 12 and 30 PAPIs will be out of service for 5 consecutive calendar days.

b. **Phase 2 (Work Area 3):**

   i. Phase 2 (Work Area 3) does not require a closure of Runway 12-30 and shall be performed consecutively of Phase 1.

   ii. Inter hangar Taxilanes section will be closed continuously for 40 consecutive calendar days.

c. **Total contract time: 45 consecutive calendar days.**

3. Areas and Operations Affected by Construction Activity.

The Construction Safety and Phasing Drawings included in Appendix C for the project identifies areas and operations affected by the construction. Major impacts include:

a. Runway 12-30, Taxiways and the north Taxilane will be inaccessible when work occurs during Phase 1.

b. Phase 2 shall be consecutive to Phase 1. During which, all inter hangar Taxilanes will be closed. Runway 12-30, and all other Taxiways will be open to air traffic.

4. Navigation Aid (NAVAID) Protection.

All NAVAID's will remain operational while the Runway is open (during Phase 2). Extreme caution shall be used when working near existing light fixtures, underground electrical ducts, underground electrical cable and any other existing airport fixtures. Should damage occur to any of these items, they will be replaced at the Contractor's expense.

5. Contractor Access.

a. Location of Stockpiled Construction Materials. Stockpiled materials and equipment storage will be restricted to the areas marked as 'Contractor Staging Area' on the attached Construction Safety and Phasing Drawings. This area is located as far from aircraft operations as feasible. Contractor stockpiled materials and equipment storage are not permitted within Runway Safety Areas (RSA), Obstacle Free Zones (OFZ) or Object Free Areas (OFA) of operational runways. Stockpiled materials and equipment adjacent to these areas are to be prominently marked and lighted during hours of restricted visibility or darkness (see Section 16). Limit stockpiled materials to 10 feet in height and at least 195 feet from any runway centerline and 44.5 feet from any taxiway centerline. Stockpiled materials shall not penetrate part 77 surfaces shown on the Construction Safety and Phasing Drawings in Appendix C. Materials are to be stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage. Refer to Sections 6 and 7.

b. Vehicle and Pedestrian Operations. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. Construction and related vehicles shall be restricted to areas clearly indicated on the attached Construction Safety and Phasing Drawings and as directed by the Airport. The use of escort vehicles is addressed below.

i. **Construction Site Parking.** Vehicle parking areas for contractor employees will be restricted to 'Contractor Staging Areas' as depicted in the attached Construction Safety and Phasing Drawings.

ii. **Construction Equipment Parking.** Contractor employees must park and service all construction vehicles in 'Contractor Staging Areas'. Inactive equipment must not be parked on a closed taxiway or runway. Employees shall park construction vehicles in the designated staging areas when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active).

iii. **Access and Haul Roads.** Construction contractor's access to the construction site and haul roads has been clearly marked on the Construction Safety and Phasing Drawings, see Appendix C. The construction contractor is not permitted to use any access or haul roads other than those approved. Access routes used by contractor vehicles must be clearly marked by contractor to prevent inadvertent entry to areas open to airport operations.

iv. **Marking and Lighting of Vehicles.** Contractor vehicles/equipment shall be marked with company identification (on both sides of the vehicle/equipment) and a flashing yellow beacon or an Engineer approved orange and white checkered flag (must be visible from 300 feet) while operating within the airport boundary.

If working at night, all construction vehicles working on the airport (beyond the staging area) shall be equipped with amber strobe lights or amber rotating beacons. This is required in order to provide adequate visibility of construction equipment from the air and from aircraft taxiing on the ground. Lights shall conform to *AC 150/5210-5D Painting, Marking and Lighting of Vehicles Used on an Airport*, latest edition.

v. **Vehicle Operations.** Only vehicles used for construction purposes shall enter the air operations area. Contractor vehicle operations are allowed only in defined work areas, haul routes, and paved areas closed to aircraft traffic, unless otherwise approved by the Airport or Engineer in advance. The contractor is to familiarize all construction personnel with the safety provisions.

vi. **Escorting.** The Contractor and employees are not required to be escorted while on site.

vii. **Training Requirements for Vehicle Drivers.** While no formal training is required, contractors will make sure to familiarize all drivers with the areas of restriction to prevent unauthorized entry to the AOA and improper movement of pedestrians or vehicles on the airport.

viii. **Situational Awareness.** Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations.

ix. **Two-way Radio Communication Procedures.** The Contractor shall monitor the Common Traffic Advisory Frequency (CTAF) 122.80 MHz for Ashland Municipal Airport air traffic.

x. **Maintenance of the Secured Area of the Airport.** Not applicable. There are no secured areas on the airport.

6. Wildlife Management.

Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports, such as the following:

a. **Trash.** Food scraps must be collected from construction personnel activity.

b. **Standing Water.** Standing water is not permitted on Airport grounds.

c. **Tall Grass and Seeds.** Grass seed is attractive to birds. Lower quality seed mixtures can contain seeds of plants (such as clover) that attract larger wildlife.

d. **Encounters with Wildlife.** If the contractor encounters large to medium sized mammals (such as deer) within Airport property fencing they are to notify the project representative during construction.

7. Foreign Object Debris (FOD) Management.

Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. Construction contractors must not leave or place FOD on or near active aircraft movement areas. Materials capable of creating FOD must be continuously removed during the construction project. The Contractor shall take care to manage FOD so as not to disturb operation of FAA owned facilities (including NAVAIDS) at the

airport. Additionally, prior to reopening the runway or taxiways following a closure, all FOD must be removed from airfield pavement.

8. Hazardous Materials (HAZMAT) Management.

Encountering hazardous material (HAZMAT) during construction should be considered an emergency. Emergency procedures shall be followed in this instance. Contractor shall take care to prevent and contain leaks of hazardous material (fuel, hydraulic fluids, etc.). Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel or hydraulic fluid leaks.

9. Notification of Construction Activities.

a. List of Responsible Representatives:

In Case of Emergency 911
Ashland Police (General) .....(541) 488-2211
Ashland Fire (Office) .....(541) 482-2770
Ashland Engineering Project Manager (Chance Metcalf).....(541) 488-5587
Ashland Airport Manager (Bob Skinner) .....(541) 482-7675
Century West Engineering (Tom Headley) .....(541) 322-8962
Poison Control Center .....(800) 222-1222

b. **NOTAMs.** Only the Airport Manager may initiate or cancel a Notice to Airmen (NOTAM) on airport conditions and is the only entity that can close or open a runway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM.

Construction activity shall not commence prior to issuance of a NOTAM. The Contractor shall advise the Engineer three (3) days in advance of the planned commencement of construction activity so a NOTAM can be issued and shall not commence such activity until advised by the Engineer. Upon completion of work to the satisfaction of the Engineer, a NOTAM indicating completion will be issued. No further work in affected areas will be permitted.

c. **Emergency Notification Procedures.** In the event of an emergency, Airport staff and the proper authorities will be notified immediately. In the event of an emergency, personnel and equipment shall move immediately to the staging area through appropriate routes.

   Prior to start of construction, the Contractor shall provide a list of contact information for personnel available 24 hours a day to be contacted in case of an emergency. As applicable, the list shall include phone numbers of the Engineer, Inspector, Airport manager, and local FAA NAVAIDS facilities manager.

   The Contractor shall designate a qualified safety officer for the project as well as appoint a point of contact for any required operational safety concerns.

d. **Coordination with ARFF.** Coordinate ARFF activities with the Airport Manager.

e. **Notification to the FAA.**

   i. **Part 77.** Any proposed construction or alterations of objects that affect navigable airspace, as defined in Part 77, will be coordinated with FAA.

   ii. **NAVAIDS.** For emergency (short-notice) notification about impacts to both airport owned and FAA owned NAVAIDs, contact: 866-432-2622. FAA ATO/Technical Operations shall be provided a 45-day minimum notice for the scheduled interruption of NAVAIDS.

10. Inspection Requirements.

a. **Daily Inspections.** Inspections shall be conducted at least daily, but more frequently if necessary to ensure conformance with the CSPP. For the Contractors own use, a sample checklist has been attached to this safety plan as Appendix A. The project representative during construction, serving as the project inspector, is responsible for monitoring work progress and will respond to construction and safety issues. The inspector will have communication capability with Airport staff. The Contractor is required to immediately remedy any deficiencies, whether caused by negligence, oversight, or project scope.

   The Engineer is responsible for the supervision and enforcement of Safety Plan requirements, as well as addressing airfield issues with construction personnel, as appropriate.

b. **Inspections Prior to Reopening.** As applicable, closed runway(s), taxiway(s), taxilane(s), and tie-down apron(s) are subject to safety inspections prior to reopening the facilities for service. Requirements for reopening a runway/taxiway/taxilane at the end of each work shift include:

    i. Runway Safety Area conditions

        a. Open trenches or excavations are not permitted within the RSA while the runway is open. Backfill trenches before the runway is opened. If backfilling excavations before the runway must be opened is impracticable, cover the excavations appropriately. Covering for open trenches must be designed to allow the safe operation of the heaviest aircraft (20,200 lbs) operating on the runway across the trench without damage to the aircraft.

        b. RSA must have no potentially hazardous ruts, humps, depressions, or other surface variations, and must be capable, under dry conditions, of supporting the occasional passage of aircraft without causing structural damage to the aircraft.

    ii. Pavement conditions

        a. Lips off of pavement edges and ends shall not exceed 3 inches.

        b. Construction debris (gravel, sand, mud, paving materials) and trash shall be removed from pavement prior to reopening runway.

    iii. Return all equipment to staging areas.

    iv. Remove barricades and runway closure markers.

11. Underground Utilities.

The following individuals, firms or corporations have authority to excavate or otherwise disturb non-FAA owned utility services or facilities located within the limits of the work:

Utility or other Facility	Contact Person	Phone Number
1. Utility One-Call	One-Call Dispatcher	1-800-332-2344 (or 811)
2. FAA ATO	Western Service Center	1-206-231-2420

The REILs are the only FAA-owned equipment present at the Airport. The Contractor shall hand dig at crossings noted in the Construction Safety and Phasing Drawings (appendix C) to locate

and protect all utilities. If accidental damage occurs, the Contractor shall notify the Airport, the utility company, and the Engineer.

12. Penalties.

Contractor will make construction personnel familiar with this safety plan. All contractor and subcontractor personnel are required to comply with this safety plan. The Contractor will be held responsible for any accident that occurs as a result of construction personnel not following the provisions of this safety plan.

If work is not complete within the 5 continuous calendar days for Phase 1 or by the end of the 45 continuous calendar days for project work, Liquidated damages will be assessed. See, Appendix B.

Strict adherence to the provisions of this plan by all personnel assigned to or visiting the construction site is mandatory. In the event contractor activities are not in conformance with the provisions of this plan, the contractor shall immediately cease those operations involved in the violation of the provisions of this plan and conduct a safety meeting. The owner may direct the contractor, in writing, to immediately cease those operations involved in the violation of the provisions of this plan. The contractor shall not resume construction operations until an appropriate action is taken as determined by the Owner.

13. Special Conditions.

There are no special conditions that affect the operation of the airport or will require the activation of any special procedures.

14. Runway and Taxiway Visual Aids.

Visual Aids for Runway 12-30, Taxiway A and all connector Taxiways will be temporarily affected during construction.

15. Marking and Signs for Access Routes.

Pavement markings and signs for construction personnel will conform to *AC 150/5340-1M* and *150/5340-18H* respectively*,* and, to the extent practicable, with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications. Signs adjacent to areas used by aircraft must comply with the frangibility requirements of *AC 150/5220-23A, Frangible Connections*.

16. *Hazard Marking, Lighting and Signing.*

a. Hazard marking and lighting prevents pilots from entering areas closed to aircraft, and prevents construction personnel from entering areas open to aircraft. Hazard marking and lighting must also be specified to identify open manholes, small areas under repair, stockpiled material, waste areas, and areas subject to jet blast.

b. Hazard marking equipment:

i. **Barricades.** Will be used to identify and define the limits of construction and hazardous areas on airports. Barricade type and placement can be found in the project Specifications (Section 01300) and Construction Safety and Phasing Drawings, included in Appendix B and Appendix C, respectively. The spacing of the barricades is such that a breach is physically prevented barring a deliberate act.

ii. **Lights.** Must be red and must meet the luminance requirements of the State Highway Department. Lights must be mounted on barricades and spaced at no more than 10 ft. Lights must be operated between sunset and sunrise and during periods of low visibility whenever the airport is open for operations. Mounted barricade lights may be operated by photocell or battery power, but the contractor must maintain the aforementioned luminance requirements while the airport is open for operations.

iii. No supplement barricades with signs are needed for the proposed project.

iv. **Air Operations Area – General.** Barricades are not permitted in any active safety area or on the runway side of a runway hold line.

v. **Air Operations Area – Runway/Taxiway Intersections.** Use highly reflective barricades with lights to close taxiways leading to closed runways. Evaluate all operating factors when determining how to mark temporary closures that can last from 10 to 15 minutes to a much longer period of time. Even for closures of relatively short duration, close all taxiway/runway intersections with barricades.

vi. **Air Operations Area – Other.** Not applicable to this project.

vii. **Maintenance.** In accordance with specification Section 01300, the contractor is required to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The contractor must file the contact person’s information with the airport operator.

17. Protection of Runway and Taxiway Safety Areas.

a. Runway Safety Area (RSA). A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway (see *AC 150/5300-13A, latest addition and changes*).

The Ashland Municipal Airport RSA has the following dimensions:
Runway 12-30: 120’ in width and 4,083’ in length

Construction activities within the existing RSA are subject to the following conditions:

i. No activity (including construction) may occur within the RSA while the runway is open for aircraft operations.

ii. The RSA width will not be adjusted for the proposed project.

iii. Stockpiles are not permitted within the RSA while the runway is open.

iv. Excavations

a. Open trenches or excavations are not permitted within the RSA while the runway is open. Excavations are to be backfilled before the runway is reopened.

b. If required by Airport Operations, construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

v. Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

b. **Runway Object Free Area (ROFA).** Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use. The proposed project does not allow stockpiling within the ROFA.

The Ashland Municipal Airport ROFA has the following dimensions:
Runway 12-30: 250’ in width and 4,083’ in length

c. **Taxiway Safety Area (TSA).** A taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway.

The Ashland Municipal Airport TSA has a width of 49’.

Construction activities within the TSA are subject to the following conditions:

i. No activity (including construction) may occur within the TSA while the taxiway is open for aircraft operations.

ii. The TSA width will not be adjusted for the proposed project.

iii. Excavations

a. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Excavations are to be backfilled before the taxiway is reopened.

b. If required by Airport Operations, construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

iv. Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasionally passage of aircraft without causing structural damage to the aircraft.

d. **Taxiway Object Free Area (TOFA).** Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. No construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

The Ashland Municipal Airport TOFA has a width of 89’.

e. **Taxilane Safety Area (TLSA).** A taxilane safety area is defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway.

The Ashland Municipal Airport TLSA has a width of 49’.

Construction activities within the TLSA are subject to the following conditions:

i. No activity (including construction) may occur within the TSA while the taxiway is open for aircraft operations.

ii. The TLSA width will not be adjusted for the proposed project.

iii. Excavations

a. Open trenches or excavations are not permitted within the TSA while the taxiway is open. Excavations are to be backfilled before the taxiway is reopened.

b. If required by Airport Operations, construction contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

iv. Soil erosion must be controlled to maintain TLSA standards, that is, the TLSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasionally passage of aircraft without causing structural damage to the aircraft.

f. **Taxilane Object Free Area (TLOFA).** Aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent. No construction may occur within the taxiway object free area while the taxiway is open for aircraft operations.

The Ashland Municipal Airport TLOFA has a width of 79’.

g. **Runway Approach/Departure Areas and Clearways.** All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces, as defined in Appendix 2, “Threshold Siting Requirements,” of *AC 150/5300-13A, latest addition and changes*.

18. Other Limitations on Construction

a. Prohibitions

i. No use of tall equipment (cranes, concrete pumps, etc.) unless a 7460-1 determination letter is issued for such equipment.

ii. No use of open flame, welding, or torches unless fire safety precautions are provided and the airport operator has approved their use.

iii. No use of electrical blasting caps on or within 1,000 ft. (300 m) of the airport property.

iv. No use of flare pots within the AOA.

b. **Restrictions.** The Notes and Details shown on the attached Construction Safety and Phasing Drawings (Appendix C) offer additional details on restrictions on which areas cannot be worked in simultaneously, day/night work restrictions and other limitations.

Appendix A

Construction Project Daily Safety Inspection Checklist

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

Appendix B

Specification Sections 01160 and 01300

01160 GENERAL REQUIREMENTS

1.00 GENERAL SCOPE

Location and Plans. The project site is the Ashland Municipal Airport, located approximately 3 miles east of Ashland, Oregon. For the purpose of this contract, the terms Airport and Owner are considered the same.

The contract plans for this project contain **14** sheets titled "Ashland Municipal Airport Runway and Taxilane Rehabilitation Project".

Airport Security. During the course of the contract, the Contractor shall be responsible for maintaining security against unauthorized access to the Airport. The Contractor will be held responsible for any fines, damages, or civil penalties filed against the City of Ashland and the Ashland Municipal Airport for the Contractor's failure to maintain the regulations set forth herein.

The Contractor shall be fully responsible for compliance of all employees with the Airport security program and following regulations and orders of the Airport management. These regulations may affect identification requirements of employees and subcontractors, movement around the Airport, parking, entry, and other circumstances affecting the safety or protection of persons or property. The security requirements are subject to change at any time during the project without prior notice.

For the intent and purpose of these regulations, Air Operations Area (AOA) is construed to mean any area used or intended to be used for takeoff, landing, or surface maneuvering of aircraft, and all other areas restricted to public access on the field. Work boundaries within the Air Operations Area shall be established as shown on the drawings. Only Contractor's employees are permitted in the work sites.

Deliveries to work sites will be controlled by the Contractor. The Contractor shall account for Airport-issued keys in a manner approved by the Airport.

Within the Air Operations Area, all equipment, vehicles, and personnel travel shall be restricted to designated work sites.

Only vehicles used for construction purposes shall enter the Air Operations Area. Contractor personnel shall park their personal vehicles within a designated staging area.

Contractor vehicles/equipment shall be marked with company identification (on both sides of the vehicle/equipment) and a flashing yellow beacon or an Engineer-approved orange and white checkered flag (must be visible from 300 feet) while operating within the airport boundary.

During night operations, each vehicle entering the Air Operations Area shall be equipped with a yellow flashing light mounted on the roof of the cab. Headlights, taillights, and flashers shall be used for all activities during these hours.

In the event of an emergency, personnel and equipment shall move immediately to the staging area.

Layout of the Work. The Contractor will do all the construction surveying on the project. The Engineer will provide vertical and horizontal reference control points in the proximity of the work. The Contractor should refer to Section 01406, "Construction Staking", for specific requirements.

Completion Time. All items of contract work shall be substantially complete within the time period specified in the "Proposal" and the "Contract".

Environmental Codes and Regulations. The Contractor shall comply with provisions of Federal, State and local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the project.

If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances and regulations dealing with the prevention of the successful bid, the Airport will issue a supplemental agreement setting forth the additional work that must be undertaken. The supplemental agreement shall not invalidate the contract and there shall be, in addition to a reasonable extension of contract time, if necessary, a reasonable adjustment in the contract price to compensate the successful bidder for all costs and expenses incurred, including overhead and profits, as a result of the additional work.

Special Permits. The Contractor shall pay for, and obtain, any and all permits required for construction of the work. Permits may include, but are not limited to, the following:

1. Other permits as required.

Inspection and Testing. All tests called for in the specifications or deemed necessary by the Engineer will be performed by the Contractor, except when indicated otherwise in the specifications. The Contractor will perform quality assurance testing in the presence of the Engineer when, in the opinion of the Contractor, the work area to be tested is prepared and will meet the required specifications. Contractor shall schedule testing at least 48 hours in advance of when he is ready for the test. Bituminous surface course testing shall be scheduled a minimum of 14 days in advance of beginning paving. In the event test results do not meet the specifications, any cost for re-testing as may be required by the Engineer shall be at the Contractor's expense, charged at the rate established in the Engineer's standard fee schedule.

Contractor's Staging Area. An area (or areas) will be set aside on the Airport property for the Contractor's use as a staging area for personnel, equipment, and materials. The Contractor shall obtain all necessary building permits and operating licenses from local governmental agencies. The Engineer will define the actual location in the field. The Contractor may install a security fence. The staging area shall be restored to its original condition at the conclusion of the work. Contractor staging areas and staging area access roads width, length, depth and material improvements to be determined by the contractor.

Disposal of Waste Material. Earthen material that is acceptable for construction of embankments/fills for the project, and approved by the Engineer, shall be placed in locations as designated by the Engineer or as shown on the plans. Other/Excess, waste earthen material, unsuitable material, strippings, sod, and vegetation/organic material from clearing and grubbing or excavation shall be disposed of off-site at the Contractor's expense.

Concrete and other debris shall be disposed of offsite.

Disposal of waste materials shall be in accordance with governing agency safety, health, and other requirements.

Site Investigation and Representation. The Contractor acknowledges familiarity as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract.

The Contractor further acknowledges understanding of the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site.

The Contractor warrants that as a result of the examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of the Airport. The Airport assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this contract, unless (1) such representations are expressly stated in the contract, and (2) the contract expressly provides that the responsibility therefore is assumed by the Airport. Representations for which liability is not expressly assumed by the Airport in the contract shall be deemed only for the information of the Contractor.

Information on Site Conditions. All information obtained by the Airport regarding site conditions, subsurface information, ground water elevations, existing construction of site facilities as applicable, and similar data will be available for inspection upon request. Such information is offered as supplementary information only. The Airport does not assume any responsibility for the completeness or interpretation of such supplementary information.

Subsurface and Site Information. Information derived from inspection of test results, of topographic maps, or from plans showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the contract documents.

The submission of a proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the contract documents.

Underground Utilities. Known utilities and structures expected to be adjacent to or encountered in the work are shown on the plans. It is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Airport for their accuracy or completeness.

Fire Prevention and Protection. The Contractor shall perform all work in a fire-safe manner. The Contractor shall comply with applicable local and State fire prevention regulations.

Temporary Water. No potable water supply is immediately available at the designated Contractor's staging area. The Contractor shall make arrangements for obtaining water and pay all costs for same.

Temporary Electric Power. No electric power is immediately available at the designated Contractor's staging area. The Contractor shall make arrangements for electric power for use during the construction period until final acceptance by the Airport, and pay all costs for same.

Sanitary Facilities. The Contractor shall provide and maintain sanitary facilities for employees and subcontractor's employees that will comply with the regulations of the local and State departments of health and as directed by the Engineer.

2.00 GENERAL CONSTRUCTION RESPONSIBILITIES AND PROCEDURES

Site Restoration and Cleanup. Upon completion of the project, all areas used by the Contractor in connection with the work shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property.

Haul Routes and Maintenance. The Contractor shall abide by prevailing legal load limit regulations when hauling over airfield pavements or public roads. The Contractor shall perform all necessary maintenance of haul routes during construction and shall perform all work necessary to restore the routes used by all his equipment to their original condition, or as identified on the plans, at the conclusion of construction. New construction haul roads shall be obliterated and original vegetation re-established. Existing roadways, runways, and taxiways shall be regraded as necessary to restore them.

Unsurfaced haul roads shall be sprayed with water as necessary to prevent dust diffusion during the course of the work.

All maintenance and restoration work, as shown on the plans or directed by the Engineer, shall be completed to the Engineer's satisfaction before final payment is awarded. Payment will be made under "Contractor's Staging Area, Temporary Access Road, Access Road, and Restoration." See Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.

Responsibility for Damage to Existing Structures. Where any existing structures or facilities which are intended to remain are damaged by the Contractor during demolition or construction, the Contractor shall promptly repair or replace the damaged portion or facility at no additional cost to the Airport.

Storage of Materials. Materials shall be so stored as to insure the preservation of their quality and fitness of the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Airport or lessee.

Cleanup. The Contractor shall at all times during the work keep the premises clean and orderly, and shall promptly remove all waste materials and rubbish. All directions from the Engineer and other authorized public officials having jurisdiction over health and safety shall be obeyed. Areas to be opened up to aircraft operations shall be swept thoroughly clean with power broom equipment. Any debris resisting sweeping shall be removed by hand labor or other suitable means.

Upon completion of the work, all materials, equipment, and appurtenances not required, as a part of, or appurtenant to, the completed structure or facility shall be completely removed from the Airport property.

Blasting. Blasting is not permitted.

3.00 WORK PROGRESS SCHEDULE

Scope. The work specified in this subsection includes planning, scheduling, and reporting that is required to be performed by the Contractor.

Preconstruction Conference. A preconstruction conference will be held at the Airport before Notice to Proceed is issued. The conference shall be attended at a minimum by the Contractor's project manager and superintendent, and representatives of all subcontracting firms that will provide five percent (5%) or more of the total value of the project. A copy of the Contractor's anticipated construction schedule shall be submitted to the Engineer at least 5 days prior to the preconstruction conference. The Contractor shall be prepared to discuss details of how construction will progress, how they expect to conduct their operations, and discuss operational and safety requirements associated with the work.

Coordination Meetings. Coordination meetings will be held on a weekly basis or more often if necessary, to communicate work efforts between the Engineer, the Airport and the Contractor. The Resident Engineer will schedule the meetings with attendance required by at least one person from each organization.

Method. An overall project critical path schedule and supplemental weekly "look ahead" schedules, shall be submitted to the Engineer for review in accordance with the Special Provisions. Provide revised schedules and updated schedules at any time requested by the Engineer.

Schedule Requirements. Distinct items of contract work shall be defined and separated on the schedule. As a minimum, the work items shall include each contract pay item, mobilization, demobilization, and cleanup. Pay items that are partially subcontracted shall be split up to distinctly show the subcontracted work. These items of work shall be plotted on a graph with calendar day duration as a horizontal reference. Anticipated start and finish dates for each work stage and for each of the work items within a stage, shall be shown.

The project name, the Contractor's name, and the date of the schedule submittal shall be clearly shown on the submittal.

Progress Reports. At the end of each week, the Contractor shall submit a summary report of the progress of the various scheduled work items stating, for each item, the existing time status, estimated time of completion, and cause of delays, if any. If the work is behind the previously submitted schedule, the Contractor shall submit an updated schedule and a written plan acceptable to the Engineer for bringing the work up to schedule.

Updated schedules will be used by Engineer in compiling partial payments and no such computations will be made until the reports have been received and approved by the Engineer.

The Engineer may request reports to be made on a more frequent schedule if he considers the substantial completion date to be in jeopardy because of activities behind schedule or for other valid reasons.

4.00 MEASUREMENT AND PAYMENT

Measurement and payment for the Contractor's Staging Area, Temporary Access Road, and Restoration shall be per lump sum and include placement and removal of the access road; restoration of the access road, and staging area; access road repair; ; protection of all utilities; and this price shall be full compensation for furnishing all materials; for all preparation, hauling, and placing of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Measurement and payment of for other specific items will be as listed in the Proposal. Items not listed are considered incidental to applicable bid items.

END OF SECTION 01160

SECTION 01300 AIRPORT SAFETY

1.00 GENERAL

1.1 SCOPE

This specification outlines safety procedures and regulations to be followed by the Contractor during the course of this work. The work item "Temporary Flagging, Marking and Signing" shall consist of furnishing, installing, and removing temporary marking, signing, lighting, and barricades required during the course of this work. All work shall be in conformance with FAA Advisory Circular 150/5370-2G "Operational Safety on Airports during Construction", and the "Manual of Uniform Traffic Control."

The Contractor shall provide, erect, and maintain all necessary protection of the work and the safety of the public for both land and air traffic. Suitable warning signs and barricades, illuminated at night, shall be provided.

In order to protect air traffic against turning off of active runways or taxiways into construction areas, low level barricades shall be placed at the locations as shown on the plans, or as described in the Construction Safety and Phasing Plan (also known as the CSPP or the Construction Operations Plan), or as directed by the Engineer.

1.2 GENERAL REQUIREMENTS

The Contractor shall keep personnel and equipment off of the runway, runway sides, runway ends, taxiways, taxiway sides and aprons as described below. The Contractor shall continue to follow all safety requirements during runway closures.

1.3 CONSTRUCTION SEQUENCE

A. Construction activity shall not commence prior to issuance of a Notice to Airmen (NOTAM). The Contractor shall advise the Engineer three (3) days in advance of the planned commencement of construction activity so a NOTAM can be issued and shall not commence such activity until advised by the Engineer. Upon completion of work to the satisfaction of the Engineer, a NOTAM indicating completion will be issued. No further work in affected areas will be permitted.

1.4 GENERAL SAFETY REQUIREMENTS

A. Prior to commencement of work on any of the airport's runways, taxiways, or aprons, the Contractor and the Engineer will select haul routes to be used by personnel and vehicles during the course of work. The Contractor shall furnish, install, and maintain appropriate traffic signs that clearly identify a haul route throughout its length within the project area.

B. Contractor vehicles/equipment shall be marked with company identification (on both sides of the vehicle/equipment) and a flashing yellow beacon or an Engineer-approved orange and white checkered flag (must be visible from 300 feet) while operating within the airport boundary.

C. The Contractor's operations shall be limited to the staging area, the work boundaries shown on the plans and approved haul roads.

D. **Runway Sides.** If appropriate construction NOTAMs have been issued, construction (using equipment less than 10 feet tall) is permissible as close as the following distances from the centerline of the runway indicated when the runway is active:

Runway Designation	Distance from Runway Centerline
12-30	195’

Taxiway Sides.

Taxiways	44.5 feet from centerline	N/A

E. **Runway Ends**. If appropriate construction NOTAMs has been issued, construction activity is permissible off the threshold of the runways indicated below provided at least the indicated minimum safety area and indicated unobstructed approach slope are maintained:

Runway End Number	Minimum Safety Area behind Threshold	Minimum Unobstructed Approach Slope
12	240 feet	20:1 to 200’ behind threshold
30	240 feet	20:1 to 200’ behind threshold

Work inside these safety areas and penetrating the approach slope will be allowed during runway closures only.

F. Normally, work will be permitted during daylight hours only. If an emergency situation requires, or project phasing/sequencing requires work at night, the Contractor shall notify the Engineer as far in advance as possible and obtain clearance from the Owner before proceeding to work.

During night operations, each vehicle shall be equipped with an omnidirectional yellow flashing light mounted on the roof of the cab. Headlights, taillights and flashers shall be used for all activities during these hours.

When the Contractor is required to work at night, adequate portable lights at the areas of work shall be provided by the Contractor. Sufficient lights shall be provided to complete the work to the specified tolerances. Portable light plants shall have at least four (4) working metal halide 1000-watt bulbs or 245,000 lumen output, each mounted on a mast at least 25’ high, or as approved by the Engineer.

G. At the end of each working day, all equipment and other obstructions shall be moved away from the runways and taxiways to Contractor staging areas.

H. Construction equipment that extends 10 feet or more above ground level shall be cleared through the Engineer. It shall be lighted at night in an approved manner and/or lowered to height of adjacent structural surroundings at the discretion of the Engineer.

I. Welding equipment shall not be used within 100 feet of fuel trucks or aircraft.

J. All accidents shall be reported to the Engineer.

K. In the event of an emergency, personnel and equipment shall be moved immediately at the direction of the Engineer.

L. The Contractor shall be responsible for, at all times, insuring that active runways and taxiways are kept free of construction debris, equipment, and/or materials that might endanger or be ingested by an aircraft.

M. All trenching within active runway or taxiway safety areas will be backfilled to grade at the end of each workday.

N. The Contractor will be responsible for all equipment being within the staging area at the end of each working day, including subcontractors' equipment.

O. The contractor shall place, service, and maintain Contractor-provided, runway closure crosses during the closure of the runway.

1.5 CONSTRUCTION SAFETY AND PHASING PLAN

A Construction Safety and Phasing Plan (a.k.a. CSPP or construction operations plan) has been developed by the Owner to mitigate the adverse impacts of construction on aeronautical operations on the airport. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory for all construction projects. When an Airport safety item is covered by more than one section in the contract documents, the Contractor shall adhere to the more stringent requirements for each safety item. In the event contractor activities are not in conformance with the provisions of the CSPP, the contractor shall immediately cease those operations involved in the violation of the provisions of the CSPP and conduct a safety meeting. The owner may direct the contractor, in writing, to immediately cease those operations involved in the violation of the provisions of the CSPP. The contractor shall not resume construction operations until an appropriate action is taken as determined by the Owner. Costs associated with work stoppages or additional meetings required due to the violations of the safety plans shall be paid by the Contractor. Contract time and liquidated damages will apply to periods or work stoppage related to safety plan violations.

1.6 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

The Contractor shall prepare and submit the Safety Plan Compliance Document (SPCD) for Engineer approval a minimum of 14 days prior to Notice to Proceed. The Engineer will review the SPCD and provide any comments on the submittal. The SPCD must be reviewed and approved by

the Engineer prior to beginning work. Refer to Part I – Bid and Contract Documents, Appendix for the Construction Safety and Phasing Plan.

2.00 MATERIALS

General. All barricades with flashing lights shall be inspected and tested each day, prior to project shut down to verify operation during nighttime usage. All barricade types shall be checked daily by the Contractor to ensure they are functioning as intended, including periods of time when work is not occurring or temporarily suspended.

The Contractor shall designate a person or persons who will be available 24 hours per day should any of the barricades, closure markers, or other safety measures noted in the plans, specifications, or CSPP fail. This person/persons shall be capable of immediately dispatching to the site for making repairs or adjustments as needed.

Tubular Markers. Tubular Markers shall be a minimum of 28" high and a maximum of 42" high, with a weighted bottom to prevent overturning due to wind or prop wash. They shall be florescent orange with at least two white reflective bands providing full 360-degree visibility and shall have a flashing red light attached to the top.

Tubular markers shall be used to delineate "off pavement" construction work area boundaries, safety areas or other limits as directed by the engineer. Use barricades or tubular markers "on pavement" only when directed by the Engineer, or where shown on the plans. At a minimum, tubular markers shall be installed at angle points of work areas and spaced every 250 feet maximum along the work area boundary. The Contractor shall furnish, arrange and otherwise maintain a sufficient number of barricades or tubular markers to complete the work. The Contractor shall furnish, arrange and otherwise maintain a sufficient number of barricades or tubular markers to complete the work.

Low Level Barricades. Low level barricades shall have nominal dimensions of 10"H x 96"L x 10"W, shall be specifically designed for airport use and shall be equipped with pins or connectors so that a "string" of barricades can be formed. They shall be weighted with water or sand as ballast. The low level barricades shall be in conformance with FAA AC 150/5370-2G (latest version). Low level barricades shall have diagonal striped, alternating, orange/white high reflective sheeting on both sides of the barricade, and two battery or solar powered flashing red lights. If solar powered lights are used, the contractor shall ensure that they are "on" during periods of low visibility, during daylight hours.

Low level barricades shall be used to delineate "on pavement" work area limits, safety areas, or other boundaries as directed by the engineer. When in place, low level barricades shall form a continuous "string" across the designated boundary. The Contractor shall furnish, arrange and otherwise maintain a sufficient number of low-level barricades to complete the work.

Runway Closure Markers (Crosses). The contractor shall provide, place, and maintain, as required during runway closures, two (2) runway crosses. Two (2) runway crosses shall be provided, each made of yellow truck tarp nylon weighing 18 ounces per square yard (minimum). The edges shall be hemmed, corners reinforced, and grommets provide every 3 feet (minimum) along the edge. For each runway cross, the material shall be sized as follows: 1 piece (10' x 60') and 2 pieces (10' x 25').

The crosses shall be secured with sandbags or other approved methods to hold the crosses down during weather or prop wash conditions

Airport Radios. Airport radios shall be VHF Air Band Transceivers, as manufactured by ICOM, Model IC-A16 or IC-A25. Radios shall be supplied with a compatible wall charge unit, and a vehicle "cigarette lighter" style plug in charger. The contractor shall provide two (2) radios for use on the project.

The contractor shall designate one lead person to monitor and communicate with the Air Traffic Control Tower or Airport Operations Staff at all times during construction operations in each Work Area. The person shall be familiar with construction vehicular movements, operations and airport layout. The contractor shall allow time for proper training of airport radio communications with the Owner prior to the start of construction.

At no time will the Contractor, the Contractor's employees, or subcontractors be given authorization to enter an active runway, or taxiway unless they are being escorted by Airport Operations. Hauling across active runways, taxiways, or aprons shall not be permitted.

Temporary Marking and Signing. The Contractor shall install temporary closure crosses, lights, lenses, traffic control devices and other temporary markings, barricades and signs required during the course of this contract. The temporary markings shall conform to applicable Federal Aviation Administration markings and shall be constructed of materials approved by the Engineer.

3.00 MEASUREMENT AND PAYMENT

Temporary Flagging, Marking and Signing. Temporary Flagging, Marking and Signing will be paid for at the contract lump sum price for item "Temporary Flagging, Marking, and Signing". This price shall apply for all schedules of work and be full compensation for furnishing and maintenance of flagmen, radio operators, radio operator guards, barricades, tubular markers, lights, lenses, signs and markings, for maintenance of those items during the work, any necessary relocation and for all labor, equipment, tools, and incidentals necessary to complete the item.

Portable Lighted Runway Closure Markers. Placement and maintenance of Contractor-provided Runway Closures Markers is considered incidental to "Temporary Flagging, Marking, and Signing" and activities for which no separate payment will be made, included all related labor, equipment, tools, and incidental necessary to complete the item.

Low Level Barricades. Low Level Barricades will be paid for at the contract lump sum price for item "Low Level Barricades". This price shall be full compensation for furnishing and maintenance of the low level barricades and for maintenance of the items during the work, any necessary relocation and for all labor, equipment, tools, and incidentals necessary to complete the item.

Airport Radios. Airport Radios are considered incidental to various project work items and activities for which no separate payment will be made.

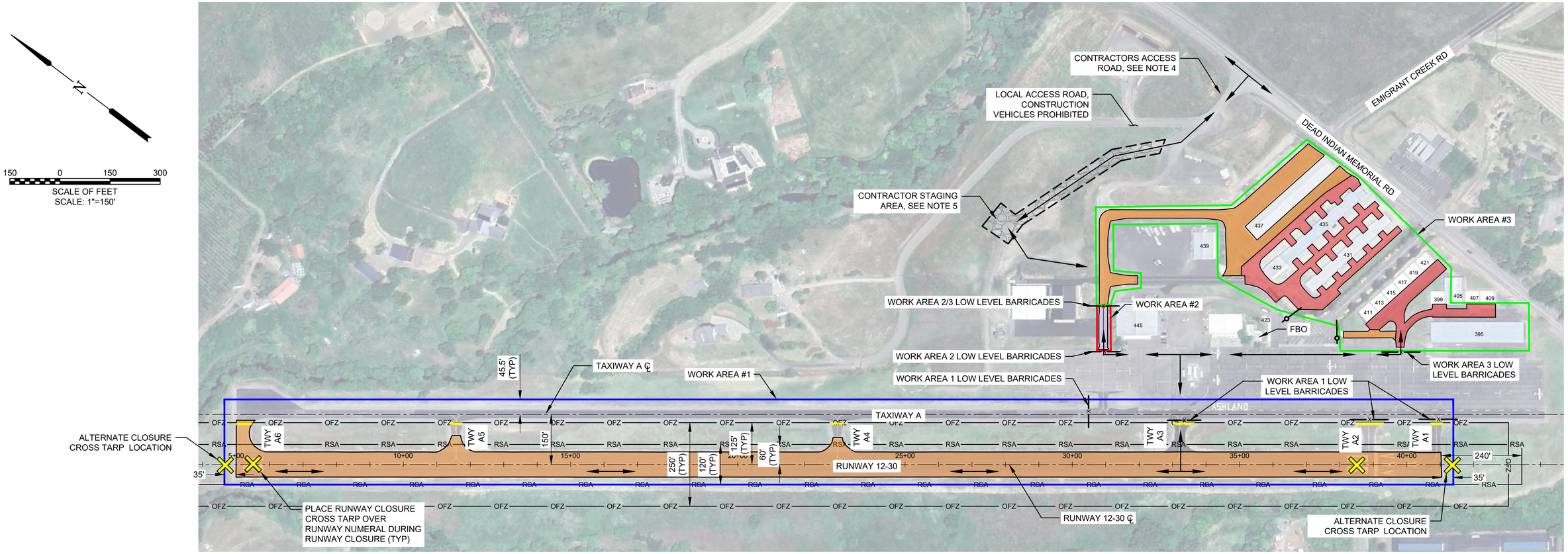
Safety Plan Compliance Document. Preparation of the Safety Plan Compliance Document will be paid for at the contract lump sum price for "Safety Plan Compliance Document." This price shall be

full compensation for preparing and maintaining the SPCD and all related labor, equipment, tools, and incidentals necessary to complete the item.

END OF SECTION 01300

Appendix C

Construction Safety and Phasing Drawings



CONSTRUCTION SAFETY AND PHASING PLAN

1
G-03

SCALE: 1" = 150'

LEGEND:

RUNWAY SAFETY AREA	RSA	WA #1 BOUNDARY	
RUNWAY OBSTACLE FREE ZONE	OFZ	WA #2 BOUNDARY	
TAXIWAY OBSTACLE FREE ZONE	TOFA TOFA	WA #3 BOUNDARY	
PAVEMENT RECONSTRUCTION		HANGAR BUILDING #	439
CRACK SEAL			
PAVEMENT REHABILIATION			
CONTRACTOR STAGING AREA			
CONTRACTOR HAUL/ ACCESS ROADS			
LOW LEVEL BARRICADES	X X		
CANDLE STICKS			

NOTES:

1. FOR WORK AREA SEQUENCING AND WORK AREA/PHASING NOTES, SEE SHEET G-04.
2. PLACE LOW LEVEL BARRICADES AND TUBULAR MARKERS WHERE SHOWN ON WORK AREA PLAN, AS DESCRIBED IN THE SPECIFICATIONS, OR AS DIRECTED BY THE ENGINEER.
3. MAINTAIN PUBLIC PARKING AND ACCESS TO EXISTING AIRPORT HANGERS, BUILDINGS, AND FBO FACILITIES WHEN NOT WORKING IN WORK AREAS.
4. CONTRACTOR SHALL MAINTAIN THE EXISTING ACCESS ROAD AND REPAIR ANY DAMAGE AT THE CONCLUSION OF CONSTRUCTION AT NO COST TO OWNER.
5. CONTRACTOR SHALL USE EXISTING CONSTRUCTION ENTRANCE AND STAGING AREA.
6. CONTRACTOR SHALL CONTROL DUST AND SMOKE RELATED TO CONSTRUCTION ACTIVITIES AT ALL TIMES.

WORK AREA DESCRIPTIONS:

1. WORK AREA #1 - RUNWAY 12-30 AND CONNECTORS A4, A5, AND A6.
   - WORK CONSISTS OF CRACK SEALING AND PAVEMENT MARKINGS
2. WORK AREA #2 - TAXILANE RECONSTRUCTION; NORTH OF HANGAR 445.
   - WORK CONSISTS OF PAVEMENT RECONSTRUCTION AND GRADING.
3. WORK AREA #3 - SOUTHEAST TAXILANES
   - WORKS CONSISTS OF CRACK SEALING, PAVEMENT REHABILITATION, AND ROCK EXCAVATION AND PLACEMENT.

THIS PLAN SHEET IS INTENDED TO BE VIEWED IN COLOR. THE FOLLOWING COLORS SHOULD BE DISTINGUISHABLE WHEN PRINTED CORRECTLY:

RED BLUE

100% PLANS - NOT FOR CONSTRUCTION

CITY OF ASHLAND

REGISTERED PROFESSIONAL ENGINEER 77... OREGON ... 2012 ... TRAVIS JAY HEADLEY III ... PRELIMINARY NOT FOR CONSTRUCTION
RENEWS: 06/30/27

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING
BEND OFFICE
1020 SW EMKAY DRIVE, #100
BEND, OR 97702
541.322.8962
541.382.2423 FAX

DESIGNED BY: TH3
DRAWN BY: TJS
CHECKED BY: GJR
DATE: APRIL 2026
PROJECT NO: 12403.009.01
SCALE: AS NOTED

CITY OF ASHLAND
ASHLAND MUNICIPAL AIRPORT / SUMNER PARKER FIELD
RUNWAY AND TAXILANE REHABILITATION

CONSTRUCTION SAFETY AND PHASING PLAN

DRAWING NO. G-03
SHEET NO. 3 OF 14

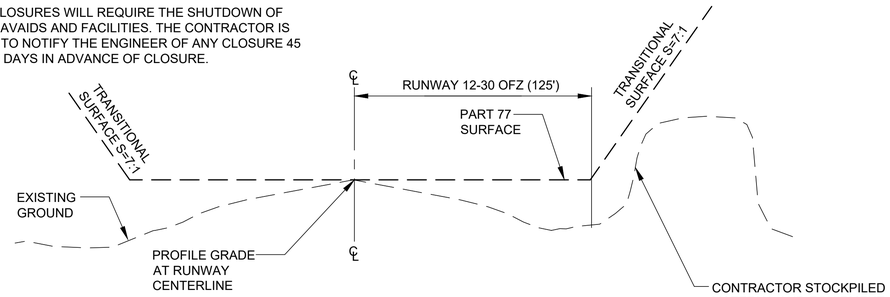
X:\Projects\Ashland, City of\2025 - Taxilane Rehab (DN)\CAD_WORKING\G-03 to G-04 Construction Safety and Phasing Plan.dwg

GENERAL WORK AREA NOTES:

1. THE CONTRACTOR SHALL BE RESTRICTED TO USE THE ENTRANCE AND HAULING ROUTES SHOWN ON THE DRAWINGS. FOLLOW AIRPORT AND FAA SAFETY PROCEDURES WHEN MOVING EQUIPMENT OR PERSONNEL. NO PERSONAL VEHICLES SHALL BE ALLOWED OUTSIDE OF THE STAGING AREA. THE AIRPORT MAY IMMEDIATELY REMOVE ANY PERSONNEL AND EQUIPMENT FROM THE SITE IN VIOLATION OF AIRPORT SAFETY PROCEDURES.
2. AVOID IMPACTS TO AIRFIELD LIGHTING AND PAVEMENTS OUTSIDE WORK AREA.
3. LIMIT EQUIPMENT HEIGHT TO 10 FEET UNLESS OTHERWISE APPROVED BY THE ENGINEER.
4. LIMIT STOCK PILES TO 10' IN HEIGHT AND AT LEAST 195' FROM RUNWAY CENTERLINE AND 44.5' FROM TAXIWAY CENTERLINE. STOCK PILES SHALL NOT PENETRATE PART 77 SURFACES AS SHOWN IN THESE PLANS.
5. IN THE EVENT OF AN EMERGENCY, MOVE ALL EQUIPMENT AND PERSONNEL TO THE CONTRACTOR'S STAGING AREA UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
6. ACCESS TO ANY WORK AREA MUST BE AUTHORIZED BY THE ENGINEER PRIOR TO WORK IN THAT AREA. NOTIFY THE ENGINEER A MINIMUM OF 72 HOURS PRIOR TO BEGINNING WORK IN ANY AREA.
7. PLACE LOW LEVEL BARRICADES, BARRICADES, AND TUBULAR MARKERS AS SHOWN AND DESCRIBED IN SECTION 01300 OF THE SPECIFICATIONS.
8. FOR RUNWAY CLOSURE, PLACE CONTRACTOR-PROVIDED TARP CLOSURE CROSSES AS SHOWN. DISENGAGE LIGHTING SYSTEM, BEACON, REILS, RUNWAY 12 PAPI, RUNWAY 30 PAPI, AND WINDCONE DURING RUNWAY CLOSURE(S).
9. WHILE WORKING IN ANY AREA, THE CONTRACTOR SHALL HAVE AN AIRPORT RADIO CAPABLE OF MONITORING THE AIRPORT UNICOM FREQUENCY (122.8).
10. FOR ADDITIONAL REQUIREMENTS, REFER TO SECTION 01300, AIRPORT SAFETY, IN THE TECHNICAL SPECIFICATIONS.
11. MAINTAIN PUBLIC ACCESS TO ALL AIRPORT FACILITIES AND OPERATION AREAS, OUTSIDE OF CLOSED WORK AREAS, AT ALL TIMES.
12. PROVIDE ACCESS TO THE AIRFIELD AT ALL TIMES DURING CONSTRUCTION FOR EMERGENCY AMBULANCE, MEDI-VAC, AND LIFE-FLIGHT OPERATIONS. DURING MEDICAL EVACUATION EMERGENCIES CONTRACTOR SHALL MOVE ALL WORKERS AND EQUIPMENT TO THE STAGING AREA.
13. DISENGAGE LIGHTING CIRCUITS, DARKEN LIGHT FIXTURES, AND COVER GUIDANCE SIGNS AS DIRECTED BY THE AIRPORT OR ENGINEER TO PREVENT AIRCRAFT FROM TAXIING TOWARDS CLOSED WORK AREAS.
14. RUNWAY CLOSURES WILL REQUIRE THE SHUTDOWN OF AIRPORT NAVAIDS AND FACILITIES. THE CONTRACTOR IS REQUIRED TO NOTIFY THE ENGINEER OF ANY CLOSURE 45 CALENDAR DAYS IN ADVANCE OF CLOSURE.

WORK IN SAFETY AREAS AND OBJECT FREE AREAS:

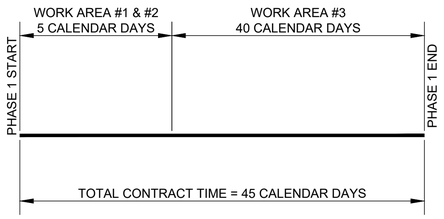
1. NO WORK IS ALLOWED IN ACTIVE RUNWAY AND TAXIWAY SAFETY AREAS. RUNWAY SAFETY AREA (RSA) AND TAXIWAY SAFETY AREA (TSA) ARE DEFINED AS AREAS THAT SHALL BE CLEARED AND GRADED AND HAVE NO RUTS, HUMPS, DEPRESSIONS, OR OTHER SURFACE VARIATIONS. THE MAXIMUM SLOPE ANYWHERE WITHIN A RUNWAY OR TAXIWAY SAFETY AREA SHALL BE 5%. IN TRANSITIONS FROM PAVED TO UNPAVED AREAS, A 1.5 INCH VERTICAL DROP IS ALLOWED. THE RUNWAY AND TAXIWAY SAFETY AREAS SHALL BE MAINTAINED AT ALL TIMES WHEN THE RUNWAY AND TAXIWAY IS OPEN TO AIR TRAFFIC. PERSONNEL, EQUIPMENT, OR MATERIAL WITHIN A RUNWAY SAFETY AREA AT ANY TIME REQUIRES A CLOSURE. SAFETY AREAS THAT ARE CLOSED FOR CONSTRUCTION MUST MEET THESE CRITERIA PRIOR TO REOPENING.
2. THE CONTRACTOR SHALL ANTICIPATE THE CONSTRUCTION OF TEMPORARY FILLS, COMPACTION, AND GRADING TO MEET THE REQUIREMENTS OF "WORK IN SAFETY AREAS AND OBJECT FREE AREAS", PRIOR TO REOPENING RUNWAYS AND TAXIWAYS. THIS WORK IS CONSIDERED INCIDENTAL TO VARIOUS WORK ITEMS AND SEPARATE PAYMENT WILL NOT BE MADE.
3. CONTRACTOR SHALL NOT ENTER ANY ACTIVE RSA OR TSA WITHOUT AUTHORIZATION FROM THE AIRPORT. ALL EQUIPMENT, TOOLS, AND MATERIALS SHALL BE MOVED TO STAGING AREAS PRIOR TO REOPENING A RUNWAY OR TAXIWAY.
4. SAFETY AREA LIMITS
   TAXIWAY - 24.5' FROM ℄
   RUNWAY 12-30 - 60' FROM ℄ ; 240' FROM THRESHOLD
5. RUNWAY AND TAXIWAY OBJECT FREE AREAS/ZONES ARE DEFINED AS AREAS THAT SHALL BE CLEAR OF FIXED OR MOVABLE OBJECTS. WORK MAY OCCUR IN RUNWAY OBJECT FREE AREAS, HOWEVER, EQUIPMENT NOT IN USE, AND MATERIAL STOCKPILES AND STORAGE SHALL BE PLACED AT LEAST 125 FEET FROM ANY RUNWAY CENTERLINE. NO WORK MAY OCCUR IN TAXIWAY OBJECT OBJECT FREE AREAS UNLESS THE TAXIWAY IS CLOSED TO AIRCRAFT TRAFFIC. NO STORAGE OF EQUIPMENT, MATERIALS OR STOCKPILES IS ALLOWED WITHIN TAXIWAY OBJECT FREE AREAS.
6. OBJECT FREE AREA/ZONE LIMITS
   TAXIWAYS - 44.5' FROM ℄
   RUNWAY 12-30 - 125' FROM ℄
7. RUNWAY AND TAXIWAY SAFETY AREA AND RUNWAY AND TAXIWAY OBJECT FREE AREA CRITERIA MUST BOTH BE MET PRIOR TO OPENING AN IMPACTED RUNWAY OR TAXIWAY.



TYPICAL CROSS SECTION
PART 77 SURFACE
NO SCALE — 1 / G-04

SEQUENCING AND PHASING NOTES:

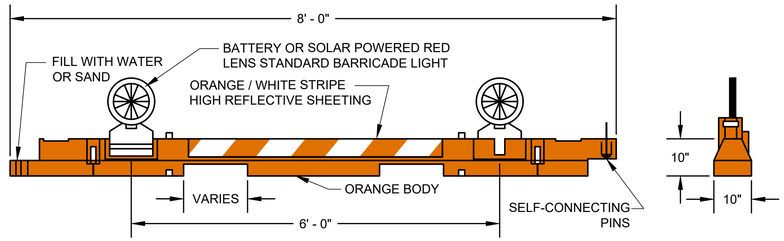
1. THE CONTRACTOR HAS 45 CONTINUOUS CALENDAR DAYS TO COMPLETE THE WORK. IF WORK IS NOT COMPLETE WITHIN 15 CONTINUOUS CALENDAR DAYS AFTER THE START OF THE WORK, LIQUIDATED DAMAGES WILL BE ASSESSED. REFER TO DETAIL 3, THIS DRAWING, FOR ADDITIONAL DETAILS.
2. ONE RUNWAY CLOSURE OF 5 CONTINUOUS CALENDAR DAYS IS ALLOWED. THIS CLOSURE SHALL BE WITHIN THE 45 CALENDAR DAY PERIOD AS DESCRIBED IN NOTE 1 ABOVE.
3. WORK IN WA #1 WILL REQUIRE A RUNWAY CLOSURE AND SHALL BE COMPLETED IN 5 CONTINUOUS CALENDAR DAYS. IF WORK IS NOT COMPLETE WITHIN THE 5 CALENDAR DAY PERIOD, LIQUIDATED DAMAGES WILL BE ASSESSED. WORK IN WA#1 SHALL BE CONCURRENT WITH WA#2.
4. WORK IN WA#2 SHALL BE COMPLETED WITHIN 5 CONTINUOUS CALENDAR DAYS. IF WORK IS NOT COMPLETE WITHIN THE 5 CALENDAR DAY PERIOD, LIQUIDATED DAMAGES WILL BE ASSESSED. WA#2 SHALL BE CONCURRENT WITH WORK IN WA#1.
5. WORK IN WA #3 SHALL BE COMPLETED IN 40 CONTINUOUS CALENDAR DAYS. WORK IN WA #3 SHALL BE CONSECUTIVE WITH WORK IN WA#1 & WA#2. IF WORK IS NOT COMPLETE WITHIN THE 40 DAY CALENDAR PERIOD, LIQUIDATED DAMAGES WILL BE ASSESSED.
6. WORK EXEMPT FROM THE 45 CONTINUOUS CALENDAR DAY CONTRACT PERIOD INCLUDES THE SECOND APPLICATION OF PAVEMENT MARKINGS. A MINIMUM OF 30 DAYS AFTER SURFACE SEAL OPERATIONS HAVE BEEN COMPLETED, ONE 12-HOUR RUNWAY CLOSURE FOR THE SECOND APPLICATION OF PAVEMENT MARKINGS IN WA#1 WILL BE PERMITTED. FOLLOWED BY ONE 12-HOUR CLOSURE OF WA#2 & WA#3.



NOTES:

1. CALENDAR DAYS IN THIS DETAIL REFER TO CONTINUOUS CALENDAR DAYS.

CONTRACT TIMELINE
NO SCALE — 3 / G-04

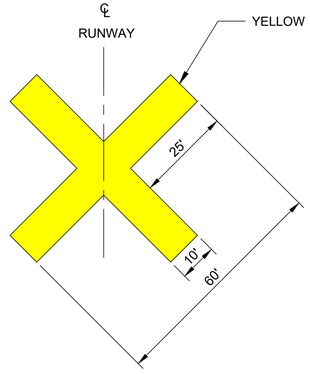


ELEVATION

NOTES:

1. BARRICADES SHALL MEET THE REQUIREMENTS OF AC 150/5370-2, CURRENT EDITION.
2. PLACE BARRICADE PER THE PLANS OR AS DIRECTED BY THE ENGINEER.
3. BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING, FILLING, EMPTYING, MOVING, MAINTAINING AND PROTECTING BARRICADES THROUGHOUT THE DURATION OF THE PROJECT.
4. LIGHTS ARE TO BE NO FARTHER APART THAN 10' WHEN PLACED.
5. BARRICADES SHALL BE COVERED WITH REFLECTIVE SHEETING OR OTHER MATERIAL APPROVED BY THE ENGINEER.
6. BARRICADES SHALL BE APPROPRIATELY WEIGHTED DOWN TO RESTRICT MOVEMENT FROM HIGH WINDS OR PROP WASH.

LOW LEVEL BARRICADE DETAIL
NO SCALE — 2 / G-04



NOTES:

1. RUNWAY CLOSURE CROSS SHALL BE PROVIDED, INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
2. SEE SPECIFICATION 01300 FOR ADDITIONAL DETAILS.
3. PLACE RUNWAY CLOSURE CROSS OVER THE RUNWAY DESIGNATION MARKINGS OR AS DIRECTED BY THE ENGINEER.

RUNWAY CLOSURE CROSS
NO SCALE — 4 / G-04

THIS PLAN SHEET IS INTENDED TO BE VIEWED IN COLOR. THE FOLLOWING COLORS SHOULD BE DISTINGUISHABLE WHEN PRINTED CORRECTLY:
RED BLUE

100% PLANS - NOT FOR CONSTRUCTION

CITY OF ASHLAND

REGISTERED PROFESSIONAL ENGINEER — 77... — OREGON — JANUARY 7, 2012 — JAY HEADLEY III — RENEWS: 06/30/27 — PRELIMINARY — NOT FOR CONSTRUCTION

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
0" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

NO.	DATE	BY	APPR	REVISIONS

CENTURY WEST ENGINEERING
BEND OFFICE
1020 SW EMKAY DRIVE, #100
BEND, OR 97702
541.322.8962
541.382.2423 FAX

DESIGNED BY:	DRAWN BY:	CHECKED BY:
TH3	TJS	GJR

DATE:	PROJECT NO:	SCALE:
APRIL 2026	12403.009.01	AS NOTED

CITY OF ASHLAND
ASHLAND MUNICIPAL AIRPORT / SUMNER PARKER FIELD
RUNWAY AND TAXILANE REHABILITATION

CONSTRUCTION SAFETY AND PHASING PLAN NOTES

DRAWING NO. G-04
SHEET NO. 4 OF 14

X:\Projects\Ashland, City of\2025 - Taxilane Rehab (DN)\CAD_WORKING\G-03 to G-04 Construction Safety and Phasing Plan.dwg

Appendix D

Safety Plan Compliance Document

Contractor Responsibilities

City of Ashland

Ashland Municipal Airport/Sumner Parker Field

Runway and Taxilane Rehabilitation Project

Safety Plan Compliance Document

AIP No. 3-41-0002-017-2025

April 2026

Prepared for:

City of Ashland
20 East Main Street
Ashland, OR 97520

Prepared by:

Century West Engineering
1020 SW Emkay Drive, Suite 100
Bend, OR 97702

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5) Inspections. 6
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8) Form 7460-1 Submittal. 7

Safety Plan Compliance Document

I. RESPONSIBILITIES OF THE CONSTRUCTION CONTRACTOR

The Contractor is responsible for the following items.

1) SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

The Contractor is responsible for supplementing and following the CSPP by way of the Safety Plan Compliance Document (SPCD). The SPCD should include a general statement by the construction contractor that they have read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the Contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, Name of Contractor, have read the *Ashland Municipal Airport Runway and Taxilane Rehabilitation Project CSPP*, approved on _____, and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP. Guidance for supplementing the CSPP with the SPCD is provided below:

1. *Coordination*

Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.

a. This includes attendance of key personnel and subcontractors at weekly coordination meetings with the Airport and Engineer.

2. *Phasing*

Discuss proposed construction schedule elements, including:

a. Duration of each phase.

b. Daily start and finish of construction, including weekend work and nighttime construction, if applicable.

c. Duration of construction activities during:

   i. Normal runway/taxiway operations.

   ii. Closed runway/taxiway operations.

iii. Closed Airport operations.

3. Areas and operations affected by the construction activity

These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.

4. Protection of NAVAIDs.

Navigational Aids (NAVAIDs) will need to be protected for the duration of the project.

5. Contractor access.

Provide the following:

a. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).

b. Listing of individuals requiring driver training (for certificated airports and as requested).

c. Radio communications.

   i. Types of radios and backup capabilities.

   ii. Parties responsible for monitoring radios.

   iii. Who to contact if the Airport Manager or Airport Operator cannot reach the contractor's designated person by radio.

d. Details on how the contractor will escort material delivery vehicles.

6. Wildlife management.

Discuss the following:

a. Methods and procedures to prevent wildlife attraction.

b. Wildlife reporting procedures.

7. Foreign Object Debris (FOD) management.

Discuss equipment and methods for control of FOD, including construction debris and dust.

8. Hazardous material (HAZMAT) management.

Discuss equipment and methods for responding to hazardous spills.

9. *Notification of construction activities.*

Provide the following:

a. Contractor points of contact.

b. Contractor 24-hour emergency contact.

c. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.

10. *Inspection requirements.*

Discuss daily (or more frequent) inspections and special inspection procedures.

11. *Underground utilities.*

Discuss proposed methods of identifying and protecting underground utilities.

12. *Penalties.*

Penalties should be identified in the CSPP and should not require an entry in the SPCD.

13. *Special conditions.*

Discuss proposed actions for each special condition identified in the CSPP.

14. *Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs.*

a. Equipment and methods for temporary closure markings (paint, fabric, other).

b. Equipment and methods for covering signage and airfield lights

15. *Marking and signs for access routes.*

Discuss proposed methods of demarcating access routes for vehicle drivers.

16. *Hazard marking and lighting.*

Discuss proposed equipment and methods for identifying excavation areas.

17. *Protection of runway and taxiway safety areas, including object free areas, obstacle free zones, and approach/departure surfaces.*

Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:

a. Equipment and methods for maintaining Runway Safety Area standards.

b. Equipment and methods for maintaining Taxiway Safety Area standards.

c. Equipment and methods for separation of construction operations from aircraft operations, including details of orange mesh safety fence.

18. Other limitations on construction.

These should be identified in the CSPP and should not require an entry in the SPCD.

2) DOCUMENT AVAILABILITY.

Have copies of the CSPP and SPCD available at all times for reference by the airport operator and its representatives, and by subcontractors and contractor employees.

3) SAFETY PROCEDURES.

Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. The Contractor shall anticipate 24-hour coverage.

4) CONTRACTOR'S SPCD REPRESENTATIVE.

Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site whenever active construction is taking place.

5) INSPECTIONS.

Conduct inspections with sufficient frequency to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.

6) VEHICLE MOVEMENT.

Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP and SPCD.

7) AIR OPERATIONS AREA PROTECTION.

Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.

8) FORM 7460-1 SUBMITTAL.

Ensure prompt submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed by the airport operator. The FAA encourages online submittal of forms for expediency.

Appendix E

Safety Plan Compliance Document Worksheet

AC 150/5370-2G SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)
WORKSHEET FOR AIRPORT PROJECTS

Contractor's Responsibility

Following Federal Aviation Administration (FAA) Advisory Circular 150/5370-2G, an SPCD for a project shall be submitted to the Engineer for review and approval. This should be submitted a minimum of 14 days prior to the preconstruction conference. The notice-to-proceed cannot be issued without approval of this document.

The SPCD shall be prepared in a detailed, written and pictorial format that identifies the timing and methodology for the contractor's compliance with the project's Construction Safety and Phasing Plan (CSPP) located in the contract documents. Any proposed alteration by the contractor from the CSPP shall be fully explained so a thorough analysis and determination can be made of the proposed modification.

Project Information

Project ID: _____ Airport: _____
Description of Project: _____
Type of Work: _____
Prime Contractor: _____
Address: _____
Contractor Contact: _____ Phone: _____
Engineer Project Manager:_____ Phone:_____
Airport Operator Contact:_____ Phone:_____

The following shall complement the safety plan compliance document:

1. Contractor shall have copies of the CSPP and SPCD available at all times for reference by the airport operator and its representatives, and by subcontractors and contractor employees.

   Location(s) of CSPP and SPCD: _____
   _____

2. Provide a point of contact that will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Project will require 24-hour coverage.

   Point of Contact: _____ Phone: _____

3. Contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD whenever active construction is taking place.

   Contact Person: _____ Phone: _____
   Contact Person: _____ Phone: _____

4. The contractor shall list all proposed deviations or modifications to the CSPP Safety Plan (Section V) within Section V.A.1) through Section V.A.18). For each alteration the contractor shall provide:

   a. The reason why the alteration is desired.
   b. Provide sufficient narrative description and/or pictorial descriptions of the proposed change so a complete review of the proposal can be made.
   c. If no alterations are to be made to the CSPP, clearly state; "**No supplemental information is proposed."**

5. The contractor shall describe the frequency of inspections to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards. Inspections shall ensure that all proper safety devices, signs, demarcations etc. are in place and in proper working order in accordance with the approved CSPP & SPCD. A Construction Project Daily Safety Inspection Checklist is including in Appendix A for reference.
   a.
   b.
   c.

6. Provide a description of contractor's plan to restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP. Include the appropriate plan sheets to identify timing and/or location of control measures.
   a.
   b.
   c.

7. Provide a description of contractor's plan to ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) unless authorized.
   a.
   b.
   c.

8. Provide a description and schedule for any anticipated supplemental submittal through the airport operator of Form 7460-1 for the purpose of conducting an aeronautical study of contractor equipment such as tall equipment (cranes, concrete pumps, and other equipment), stock piles, and haul routes when different from cases previously filed as part of the CSPP.
    a.
    b.
    c.

9. Provide a description of contractor's plan to ensure that construction personnel are familiar with the safety procedures and regulations on the airport, the CSPP, and the SPCD.
    a.
    b.
    c.

SPCD Amendment

The SPCD shall be amended any time there is a construction practice proposed by the contractor that does not conform to the CSPP and SPCD and may impact the airport's operational safety. This will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.

Certification

I, _____, have read the *Ashland Municipal Airport/Sumner Parker Field, Runway and Taxilane Rehabilitation Project CSPP*, approved _____ and will abide by it as written and with the following additions as noted above. If no additions are noted above, I declare that No Supplemental Information is proposed.

Print Name: _____ Title: _____

Signature: _____ Date: _____

PART II – CONTRACT CONDITIONS AND GENERAL PROVISIONS

ASHLAND MUNICIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT

2024-03

Road Construction

WORK TO BE DONE

The Work to be done under this Contract consists of the following:

1. Rehabilitation of Runway and Taxilanes.
   a. Pavement marking removal.
   b. Narrow and wide crack repair.
   c. Asphalt Patch
   d. Surface seal approximately 38,200 SY of existing pavement.
   e. Asphalt rehabilitation is approximately 8,100 SY.
   f. Rock shoulder.
2. Reconstruction of Taxilane section T03AS-01.
   a. Demolish, over excavate, and replace approximately 400 SY of existing pavement.
   b. Associated should grading and restoration.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project are the Federal Aviation Administration's Advisory Circulars (latest editions and changes) and the 2024 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a **Local and Federal Aviation Administration and Oregon Department of Aviation** Funded Project.

CITY OF ASHLAND

GENERAL PROVISIONS

FOR

Grading, Paving, Surface Seal
Runway and Taxilane Rehabilitation Project
Ashland Municipal Airport
Jackson County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features, roadwork, drainage, bases, wearing surfaces and right of way development. Modified Special Provisions were prepared by me or under my supervision **SECTION 10 DEFINITION OF TERMS** **SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS** **SECTION 30 AWARD AND EXECUTION OF CONTRACT** **SECTION 40 SCOPE OF WORK** **SECTION 50 CONTROL OF WORK** **SECTION 60 CONTROL OF MATERIALS** **SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC** **SECTION 80 EXECUTION AND PROGRESS** **SECTION 90 MEASUREMENT AND PAYMENT** **C-100 CONTRACTOR QUALITY CONTROL PROGRAM** **C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL** **C-105 MOBILIZATION** **SUPPLEMENTARY CONDITIONS**

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar of 24 hours beginning at 12:00 midnight. Saturday, Sundays, and Holidays shall be included.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

Paragraph Number	Term	Definition
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.

Paragraph Number	Term	Definition
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	**The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Ashland.**
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.

Paragraph Number	Term	Definition
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.

Paragraph Number	Term	Definition
10-50	**Resident Project Representative (RPR/Inspector)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.

Paragraph Number	Term	Definition
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	See Supplementary Conditions.

END OF SECTION 10

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Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). The time, place, and stipulation of all bid proposals have been advertised in a manner as prescribed by law and is contained in Part I – Contract Documents, Bid and Bid Schedule.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit "Evidence of Competency" and "Evidence of Financial Responsibility" to the Owner at the time of the bid opening.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost. A non-mandatory prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; and the construction safety and phasing plan including airport access and staging areas.

Refer to the Invitation to Bid for the time and date of the pre-bid conference.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Refer to Section I – "Invitation to Bid" for proposal withdrawal/revision information .

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons, unless otherwise specified:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **10** calendar days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons, unless otherwise shown:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **150** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within the number of days stated in the Instructions to Bidders.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work

covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or

grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If

any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. The list of Special Provisions and order of precedence is as follows:

1. Authorized Change Orders and Supplemental Agreements
2. This Contract, including exhibits and addenda
3. Permits from governmental agencies
4. FAA required Contract Provisions
5. FAA Advisor Circular 150/5370-10H Standards for Specifying Construction of Airports (FAA General Provisions)
6. Project General Requirements
7. FAA Advisory Circular 150/5370-10H Standards for Specifying Construction of Airports (FAA Technical Specifications)
8. Project Drawings
9. Standard Drawings

At all times the federal contract provisions prevail over others, except, if there is a conflict, the more stringent applies.

50-05 Cooperation of Contractor. The Contractor shall be supplied with up to five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): PDF, MS Word, MS Excel, ASCII, or AutoCAD.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary, but at least once per week. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Refer to Section 01406 of the Technical Specification for additional requirements for Construction Staking.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making

good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

Refer to Part II – Contract Conditions and General Provisions, Supplementary Conditions.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed

as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included in Part I – Appendix.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have

been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. Refer to CSPP included in Part I – Appendix for work area requirements.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Refer to Part II – Contract Conditions and General Provisions, Supplementary Conditions.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. Not used.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

Refer to City of Ashland, Item C-102 for additional information and requirements.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. Refer to Part I.

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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins, unless otherwise specified. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least **[** 48 hours **]** prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Refer to the Construction Safety and Phasing Plan in Part I – Appendix.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown plus a reasonable allowance for overhead with respect to such cots. No allowance will be made for

anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
All Work	Refer to "Part I"	Refer to "Part I"

The maximum construction time allowed is as described in "Part I." Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using **the** United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.

Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

Term	Description
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material

will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material,

workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. Submit to the Owner a signed affidavit, satisfactory to the Owner, stating that so far as the Contractor has knowledge or information, all accounts for materials, labor, and incidentals in connection with the work have been paid in full.

n. Furnish to the Owner an "Affidavit of Wages Paid."

o. The Owner's approval of the affidavit of the release of liens.

p. Inspection and approval by the Federal Aviation Administration as required for Airport Improvement Programs.

q. Submit O&M manuals for all equipment installed or constructed.

r. Submit project record drawings as described above.

s. Submit "Certificate of Compliance" form.

t. Furnish to the Owner a statement of amounts paid to qualified DBE subcontractors and suppliers participating on the project.

u. Results of all contractor quality control tests performed during the project.

v. Documentation for finish grade acceptance surveying.

w. Copies of any other inspection, observation or monitoring reports required by any other permits for the project.

x. Other items mentioned elsewhere in these contract documents.

END OF SECTION 90

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Inlet Protection. ODOT Prefabricated Filter Insert – Type 3 Inlet Protection (RD1010) shall be installed where shown on plans in accordance with manufacturer's recommendations. Filter Inserts shall be on ODOT's Qualified Products List.

102-2.7 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to

establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. No separate measurement will be made.Completed and accepted work will be measured as follows:

a. Temporary Inlet Protection will be measured per each unit.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1a Inlet protection - per each unit

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total bid schedule cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization (Limited to 10% of the Bid Schedule Cost) – per lump sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

SUPPLEMENTARY CONDITIONS

The following sections are added to the General Provisions:

SAFETY

The Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work.

The Contractor will be solely and completely responsible for conditions of the work site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable State, County, and local laws, ordinances and codes.

The Contractor shall also comply with the "U.S. Department of Labor Occupational Safety and Health Act," the "Construction Safety Act" administered by the U.S. Department of Labor, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the "Manual on Uniform Traffic Control Devices," except where these are in conflict with state laws, in which case, the more stringent requirements shall be followed.

The Contractor shall maintain at his office or other well-known place at the work site, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of all persons (including employees) who may be injured on the work site.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer giving full details of the claim.

CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

Refer to applicable sections of these Contract Documents.

NO WAIVER OF RIGHTS

Neither the inspection by the Owner, through the Engineer or any of his employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of these Contract Documents, or any power herein reserved to

the Owner, or any right to damages herein provided, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach.

LITIGATION FEES AND EXPENSES

In the event that a suit or action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney's fees in such suit or action, in both trial and appellate courts.

VEHICLE MARKING

When any vehicle is used in the aircraft movement area or is required to travel over any portion of that area, it should be escorted by a vehicle properly identified to operate in the area and provided with a flag so attached to the vehicle that the flag is readily visible. The flag should not be less than three square feet consisting of a checkered pattern of international orange and white squares of not less than one foot of each side. A rotating yellow light on the vehicle can be used in place of the flag, including for nighttime work. The rotating yellow light must be visible for 360 degrees at ground level. Refer to Section 01160, General Requirements and Section 01300, Airport Safety for additional requirements.

GENERAL LIABILITY AND AUTO DAMAGE INSURANCE

Refer to applicable sections of these Contract Documents.

WORKER'S COMPENSATION INSURANCE

Refer to applicable sections of these Contract Documents.

COMMUNICATIONS WITH AIRPORT UNICOM

The contractor shall furnish and monitor a two-way communication system with a range capable of maintaining contact with airport UNICOM at all locations on the airport grounds. The system will be monitored anytime men and equipment are operating in the air operations area. The contractor's operations will be suspended anytime the required radios are not available or operational. Refer to Section 01300, Airport Safety for additional requirements.

WORKERS' COMPENSATION AS REQUIRED BY ORS 656.017

The Contractor, its subcontractors, if any, and all employers working under the Contractor's direction shall comply with ORS 656.017 which requires them to provide Workers' Compensation coverage for all their subject workers.

ESTIMATES OF QUANTITIES

The quantities shown on the plans and in the bid specifications are approximate only, being given as a basis for the comparison of bids. The Owner does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of work as may be deemed necessary or advisable by the Owner.

SEVERABILITY

If a part of this contract document is declared invalid, all parts severable from the invalid part shall remain in effect. If a part of this contract document is declared invalid in one or more of its applications, that part shall remain in effect in all valid applications that are severable from the invalid applications.

WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

ASSIGNMENT/TRANSFER

Contractor shall not assign, sell, or transfer rights, or delegate responsibilities under this Contract, in whole or in part, without the prior consent 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.

SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.

OWNER'S RIGHT TO DO WORK

At any time and without prejudicing this Contract, the Owner may perform work with its own personnel. The Contractor shall fully cooperate with all Owner forces without additional cost to the Owner.

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.

END OF SUPPLEMENTARY CONDITION

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CITY OF ASHLAND

PART III - TECHNICAL SPECIFICATIONS

FOR

Grading, Paving, Surface Seal
Runway and Taxilane Rehabilitation Project
Ashland Municipal Airport
Jackson County

PROFESSIONAL OF RECORD CERTIFICATION:

Austin Zavala	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features, roadwork, drainage, bases, wearing surfaces and right of way development. Modified Special Provisions were prepared by me or under my supervision. **SECTION 01160 GENERAL REQUIREMENTS** **SECTION 01300 AIRPORT SAFETY** **SECTION 01406 CONSTRUCTION STAKING** **ITEM P-100 FOD PREVENTION CONTROLS** **ITEM P-101 REMOVAL OF EXISTING PAVEMENTS** **ITEM P-151 CLEARING AND GRUBBING** **ITEM P-152 EXCAVATION, SUBGRADE, AND EMBANKMENT** **ITEM P-208 AGGREGATE BASE COURSE** **ITEM P-403 ASPHALT MIX PAVEMENT** **ITEM P-603 EMULSIFIED ASPHALT TACK COAT** **ITEM P-605 JOINT SEALANTS FOR PAVEMENTS** **ITEM P-608 EMULSIFIED ASPHALT SEAL COAT** **ITEM P-620 RUNWAY AND TAXIWAY MARKING** **ITEM P-626 EMULSIFIED ASPHALT SLURRY SEAL SURFACE TREATMENT**

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

01160 GENERAL REQUIREMENTS

1.00 GENERAL SCOPE

Location and Plans. The project site is the Ashland Municipal Airport, located approximately 3 miles east of Ashland, Oregon. For the purpose of this contract, the terms Airport and Owner are considered the same.

The contract plans for this project contain **14** sheets titled "Ashland Municipal Airport Runway and Taxilane Rehabilitation Project".

Airport Security. During the course of the contract, the Contractor shall be responsible for maintaining security against unauthorized access to the Airport. The Contractor will be held responsible for any fines, damages, or civil penalties filed against the City of Ashland and the Ashland Municipal Airport for the Contractor's failure to maintain the regulations set forth herein.

The Contractor shall be fully responsible for compliance of all employees with the Airport security program and following regulations and orders of the Airport management. These regulations may affect identification requirements of employees and subcontractors, movement around the Airport, parking, entry, and other circumstances affecting the safety or protection of persons or property. The security requirements are subject to change at any time during the project without prior notice.

For the intent and purpose of these regulations, Air Operations Area (AOA) is construed to mean any area used or intended to be used for takeoff, landing, or surface maneuvering of aircraft, and all other areas restricted to public access on the field. Work boundaries within the Air Operations Area shall be established as shown on the drawings. Only Contractor's employees are permitted in the work sites.

Deliveries to work sites will be controlled by the Contractor. The Contractor shall account for Airport-issued keys in a manner approved by the Airport.

Within the Air Operations Area, all equipment, vehicles, and personnel travel shall be restricted to designated work sites.

Only vehicles used for construction purposes shall enter the Air Operations Area. Contractor personnel shall park their personal vehicles within a designated staging area.

Contractor vehicles/equipment shall be marked with company identification (on both sides of the vehicle/equipment) and a flashing yellow beacon or an Engineer-approved orange and white checkered flag (must be visible from 300 feet) while operating within the airport boundary.

During night operations, each vehicle entering the Air Operations Area shall be equipped with a yellow flashing light mounted on the roof of the cab. Headlights, taillights, and flashers shall be used for all activities during these hours.

In the event of an emergency, personnel and equipment shall move immediately to the staging area.

Layout of the Work. The Contractor will do all the construction surveying on the project. The Engineer will provide vertical and horizontal reference control points in the proximity of the work. The Contractor should refer to Section 01406, "Construction Staking", for specific requirements.

Completion Time. All items of contract work shall be substantially complete within the time period specified in the "Proposal" and the "Contract".

Environmental Codes and Regulations. The Contractor shall comply with provisions of Federal, State and local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the project.

If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances and regulations dealing with the prevention of the successful bid, the Airport will issue a supplemental agreement setting forth the additional work that must be undertaken. The supplemental agreement shall not invalidate the contract and there shall be, in addition to a reasonable extension of contract time, if necessary, a reasonable adjustment in the contract price to compensate the successful bidder for all costs and expenses incurred, including overhead and profits, as a result of the additional work.

Special Permits. The Contractor shall pay for, and obtain, any and all permits required for construction of the work. Permits may include, but are not limited to, the following:

1. Other permits as required.

Inspection and Testing. All tests called for in the specifications or deemed necessary by the Engineer will be performed by the Contractor, except when indicated otherwise in the specifications. The Contractor will perform quality assurance testing in the presence of the Engineer when, in the opinion of the Contractor, the work area to be tested is prepared and will meet the required specifications. Contractor shall schedule testing at least 48 hours in advance of when he is ready for the test. Bituminous surface course testing shall be scheduled a minimum of 14 days in advance of beginning paving. In the event test results do not meet the specifications, any cost for re-testing as may be required by the Engineer shall be at the Contractor's expense, charged at the rate established in the Engineer's standard fee schedule.

Contractor's Staging Area. An area (or areas) will be set aside on the Airport property for the Contractor's use as a staging area for personnel, equipment, and materials. The Contractor shall obtain all necessary building permits and operating licenses from local governmental agencies. The Engineer will define the actual location in the field. The Contractor may install a security fence. The staging area shall be restored to its original condition at the conclusion of the work. Contractor staging areas and staging area access roads width, length, depth and material improvements to be determined by the contractor.

Disposal of Waste Material. Earthen material that is acceptable for construction of embankments/fills for the project, and approved by the Engineer, shall be placed in locations as designated by the Engineer or as shown on the plans. Other/Excess, waste earthen material, unsuitable material, strippings, sod, and vegetation/organic material from clearing and grubbing or excavation shall be disposed of off-site at the Contractor's expense.

Concrete and other debris shall be disposed of offsite.

Disposal of waste materials shall be in accordance with governing agency safety, health, and other requirements.

Site Investigation and Representation. The Contractor acknowledges familiarity as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract.

The Contractor further acknowledges understanding of the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site.

The Contractor warrants that as a result of the examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of the Airport. The Airport assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this contract, unless (1) such representations are expressly stated in the contract, and (2) the contract expressly provides that the responsibility therefore is assumed by the Airport. Representations for which liability is not expressly assumed by the Airport in the contract shall be deemed only for the information of the Contractor.

Information on Site Conditions. All information obtained by the Airport regarding site conditions, subsurface information, ground water elevations, existing construction of site facilities as applicable, and similar data will be available for inspection upon request. Such information is offered as supplementary information only. The Airport does not assume any responsibility for the completeness or interpretation of such supplementary information.

Subsurface and Site Information. Information derived from inspection of test results, of topographic maps, or from plans showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the contract documents.

The submission of a proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the contract documents.

Underground Utilities. Known utilities and structures expected to be adjacent to or encountered in the work are shown on the plans. It is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Airport for their accuracy or completeness.

Fire Prevention and Protection. The Contractor shall perform all work in a fire-safe manner. The Contractor shall comply with applicable local and State fire prevention regulations.

Temporary Water. No potable water supply is immediately available at the designated Contractor's staging area. The Contractor shall make arrangements for obtaining water and pay all costs for same.

Temporary Electric Power. No electric power is immediately available at the designated Contractor's staging area. The Contractor shall make arrangements for electric power for use during the construction period until final acceptance by the Airport, and pay all costs for same.

Sanitary Facilities. The Contractor shall provide and maintain sanitary facilities for employees and subcontractor's employees that will comply with the regulations of the local and State departments of health and as directed by the Engineer.

2.00 GENERAL CONSTRUCTION RESPONSIBILITIES AND PROCEDURES

Site Restoration and Cleanup. Upon completion of the project, all areas used by the Contractor in connection with the work shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the abutting property.

Haul Routes and Maintenance. The Contractor shall abide by prevailing legal load limit regulations when hauling over airfield pavements or public roads. The Contractor shall perform all necessary maintenance of haul routes during construction and shall perform all work necessary to restore the routes used by all his equipment to their original condition, or as identified on the plans, at the conclusion of construction. New construction haul roads shall be obliterated and original vegetation re-established. Existing roadways, runways, and taxiways shall be regraded as necessary to restore them.

Unsurfaced haul roads shall be sprayed with water as necessary to prevent dust diffusion during the course of the work.

All maintenance and restoration work, as shown on the plans or directed by the Engineer, shall be completed to the Engineer's satisfaction before final payment is awarded. Payment will be made under "Contractor's Staging Area, Temporary Access Road, Access Road, and Restoration." See Item C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.

Responsibility for Damage to Existing Structures. Where any existing structures or facilities which are intended to remain are damaged by the Contractor during demolition or construction, the Contractor shall promptly repair or replace the damaged portion or facility at no additional cost to the Airport.

Storage of Materials. Materials shall be so stored as to insure the preservation of their quality and fitness of the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Airport or lessee.

Cleanup. The Contractor shall at all times during the work keep the premises clean and orderly, and shall promptly remove all waste materials and rubbish. All directions from the Engineer and other authorized public officials having jurisdiction over health and safety shall be obeyed. Areas to be opened up to aircraft operations shall be swept thoroughly clean with power broom equipment. Any debris resisting sweeping shall be removed by hand labor or other suitable means.

Upon completion of the work, all materials, equipment, and appurtenances not required, as a part of, or appurtenant to, the completed structure or facility shall be completely removed from the Airport property.

Blasting. Blasting is not permitted.

3.00 WORK PROGRESS SCHEDULE

Scope. The work specified in this subsection includes planning, scheduling, and reporting that is required to be performed by the Contractor.

Preconstruction Conference. A preconstruction conference will be held at the Airport before Notice to Proceed is issued. The conference shall be attended at a minimum by the Contractor's project manager and superintendent, and representatives of all subcontracting firms that will provide five percent (5%) or more of the total value of the project. A copy of the Contractor's anticipated construction schedule shall be submitted to the Engineer at least 5 days prior to the preconstruction conference. The Contractor shall be prepared to discuss details of how construction will progress, how they expect to conduct their operations, and discuss operational and safety requirements associated with the work.

Coordination Meetings. Coordination meetings will be held on a weekly basis or more often if necessary, to communicate work efforts between the Engineer, the Airport and the Contractor. The Resident Engineer will schedule the meetings with attendance required by at least one person from each organization.

Method. An overall project critical path schedule and supplemental weekly "look ahead" schedules, shall be submitted to the Engineer for review in accordance with the Special Provisions. Provide revised schedules and updated schedules at any time requested by the Engineer.

Schedule Requirements. Distinct items of contract work shall be defined and separated on the schedule. As a minimum, the work items shall include each contract pay item, mobilization, demobilization, and cleanup. Pay items that are partially subcontracted shall be split up to distinctly show the subcontracted work. These items of work shall be plotted on a graph with calendar day duration as a horizontal reference. Anticipated start and finish dates for each work stage and for each of the work items within a stage, shall be shown.

The project name, the Contractor's name, and the date of the schedule submittal shall be clearly shown on the submittal.

Progress Reports. At the end of each week, the Contractor shall submit a summary report of the progress of the various scheduled work items stating, for each item, the existing time status, estimated time of completion, and cause of delays, if any. If the work is behind the previously submitted schedule, the Contractor shall submit an updated schedule and a written plan acceptable to the Engineer for bringing the work up to schedule.

Updated schedules will be used by Engineer in compiling partial payments and no such computations will be made until the reports have been received and approved by the Engineer.

The Engineer may request reports to be made on a more frequent schedule if he considers the substantial completion date to be in jeopardy because of activities behind schedule or for other valid reasons.

4.00 MEASUREMENT AND PAYMENT

Measurement and payment for the Contractor's Staging Area, Temporary Access Road, and Restoration shall be per lump sum and include placement and removal of the access road; restoration of the access road, and staging area; access road repair; ; protection of all utilities; and this price shall be full compensation for furnishing all materials; for all preparation, hauling, and placing of these materials; and for all labor, equipment, tools, and incidentals necessary to complete the item.

Measurement and payment of for other specific items will be as listed in the Proposal. Items not listed are considered incidental to applicable bid items.

END OF SECTION 01160

SECTION 01300 AIRPORT SAFETY

1.00 GENERAL

1.1 SCOPE

This specification outlines safety procedures and regulations to be followed by the Contractor during the course of this work. The work item "Temporary Flagging, Marking and Signing" shall consist of furnishing, installing, and removing temporary marking, signing, lighting, and barricades required during the course of this work. All work shall be in conformance with FAA Advisory Circular 150/5370-2G "Operational Safety on Airports during Construction", and the "Manual of Uniform Traffic Control."

The Contractor shall provide, erect, and maintain all necessary protection of the work and the safety of the public for both land and air traffic. Suitable warning signs and barricades, illuminated at night, shall be provided.

In order to protect air traffic against turning off of active runways or taxiways into construction areas, low level barricades shall be placed at the locations as shown on the plans, or as described in the Construction Safety and Phasing Plan (also known as the CSPP or the Construction Operations Plan), or as directed by the Engineer.

1.2 GENERAL REQUIREMENTS

The Contractor shall keep personnel and equipment off of the runway, runway sides, runway ends, taxiways, taxiway sides and aprons as described below. The Contractor shall continue to follow all safety requirements during runway closures.

1.3 CONSTRUCTION SEQUENCE

A. Construction activity shall not commence prior to issuance of a Notice to Airmen (NOTAM). The Contractor shall advise the Engineer three (3) days in advance of the planned commencement of construction activity so a NOTAM can be issued and shall not commence such activity until advised by the Engineer. Upon completion of work to the satisfaction of the Engineer, a NOTAM indicating completion will be issued. No further work in affected areas will be permitted.

1.4 GENERAL SAFETY REQUIREMENTS

A. Prior to commencement of work on any of the airport's runways, taxiways, or aprons, the Contractor and the Engineer will select haul routes to be used by personnel and vehicles during the course of work. The Contractor shall furnish, install, and maintain appropriate traffic signs that clearly identify a haul route throughout its length within the project area.

B. Contractor vehicles/equipment shall be marked with company identification (on both sides of the vehicle/equipment) and a flashing yellow beacon or an Engineer-approved orange and white checkered flag (must be visible from 300 feet) while operating within the airport boundary.

C. The Contractor's operations shall be limited to the staging area, the work boundaries shown on the plans and approved haul roads.

D. **Runway Sides.** If appropriate construction NOTAMs have been issued, construction (using equipment less than 10 feet tall) is permissible as close as the following distances from the centerline of the runway indicated when the runway is active:

Runway Designation	Distance from Runway Centerline
12-30	195’

Taxiway Sides.

Taxiways	44.5 feet from centerline	N/A

E. **Runway Ends**. If appropriate construction NOTAMs has been issued, construction activity is permissible off the threshold of the runways indicated below provided at least the indicated minimum safety area and indicated unobstructed approach slope are maintained:

Runway End Number	Minimum Safety Area behind Threshold	Minimum Unobstructed Approach Slope
12	240 feet	20:1 to 200’ behind threshold
30	240 feet	20:1 to 200’ behind threshold

Work inside these safety areas and penetrating the approach slope will be allowed during runway closures only.

F. Normally, work will be permitted during daylight hours only. If an emergency situation requires, or project phasing/sequencing requires work at night, the Contractor shall notify the Engineer as far in advance as possible and obtain clearance from the Owner before proceeding to work.

During night operations, each vehicle shall be equipped with an omnidirectional yellow flashing light mounted on the roof of the cab. Headlights, taillights and flashers shall be used for all activities during these hours.

When the Contractor is required to work at night, adequate portable lights at the areas of work shall be provided by the Contractor. Sufficient lights shall be provided to complete the work to the specified tolerances. Portable light plants shall have at least four (4) working metal halide 1000-watt bulbs or 245,000 lumen output, each mounted on a mast at least 25’ high, or as approved by the Engineer.

G. At the end of each working day, all equipment and other obstructions shall be moved away from the runways and taxiways to Contractor staging areas.

H. Construction equipment that extends 10 feet or more above ground level shall be cleared through the Engineer. It shall be lighted at night in an approved manner and/or lowered to height of adjacent structural surroundings at the discretion of the Engineer.

I. Welding equipment shall not be used within 100 feet of fuel trucks or aircraft.

J. All accidents shall be reported to the Engineer.

K. In the event of an emergency, personnel and equipment shall be moved immediately at the direction of the Engineer.

L. The Contractor shall be responsible for, at all times, insuring that active runways and taxiways are kept free of construction debris, equipment, and/or materials that might endanger or be ingested by an aircraft.

M. All trenching within active runway or taxiway safety areas will be backfilled to grade at the end of each workday.

N. The Contractor will be responsible for all equipment being within the staging area at the end of each working day, including subcontractors' equipment.

O. The contractor shall place, service, and maintain Contractor-provided, runway closure crosses during the closure of the runway.

1.5 CONSTRUCTION SAFETY AND PHASING PLAN

A Construction Safety and Phasing Plan (a.k.a. CSPP or construction operations plan) has been developed by the Owner to mitigate the adverse impacts of construction on aeronautical operations on the airport. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory for all construction projects. When an Airport safety item is covered by more than one section in the contract documents, the Contractor shall adhere to the more stringent requirements for each safety item. In the event contractor activities are not in conformance with the provisions of the CSPP, the contractor shall immediately cease those operations involved in the violation of the provisions of the CSPP and conduct a safety meeting. The owner may direct the contractor, in writing, to immediately cease those operations involved in the violation of the provisions of the CSPP. The contractor shall not resume construction operations until an appropriate action is taken as determined by the Owner. Costs associated with work stoppages or additional meetings required due to the violations of the safety plans shall be paid by the Contractor. Contract time and liquidated damages will apply to periods or work stoppage related to safety plan violations.

1.6 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

The Contractor shall prepare and submit the Safety Plan Compliance Document (SPCD) for Engineer approval a minimum of 14 days prior to Notice to Proceed. The Engineer will review the SPCD and provide any comments on the submittal. The SPCD must be reviewed and approved by

the Engineer prior to beginning work. Refer to Part I – Bid and Contract Documents, Appendix for the Construction Safety and Phasing Plan.

2.00 MATERIALS

General. All barricades with flashing lights shall be inspected and tested each day, prior to project shut down to verify operation during nighttime usage. All barricade types shall be checked daily by the Contractor to ensure they are functioning as intended, including periods of time when work is not occurring or temporarily suspended.

The Contractor shall designate a person or persons who will be available 24 hours per day should any of the barricades, closure markers, or other safety measures noted in the plans, specifications, or CSPP fail. This person/persons shall be capable of immediately dispatching to the site for making repairs or adjustments as needed.

Tubular Markers. Tubular Markers shall be a minimum of 28" high and a maximum of 42" high, with a weighted bottom to prevent overturning due to wind or prop wash. They shall be florescent orange with at least two white reflective bands providing full 360-degree visibility and shall have a flashing red light attached to the top.

Tubular markers shall be used to delineate "off pavement" construction work area boundaries, safety areas or other limits as directed by the engineer. Use barricades or tubular markers "on pavement" only when directed by the Engineer, or where shown on the plans. At a minimum, tubular markers shall be installed at angle points of work areas and spaced every 250 feet maximum along the work area boundary. The Contractor shall furnish, arrange and otherwise maintain a sufficient number of barricades or tubular markers to complete the work. The Contractor shall furnish, arrange and otherwise maintain a sufficient number of barricades or tubular markers to complete the work.

Low Level Barricades. Low level barricades shall have nominal dimensions of 10"H x 96"L x 10"W, shall be specifically designed for airport use and shall be equipped with pins or connectors so that a "string" of barricades can be formed. They shall be weighted with water or sand as ballast. The low level barricades shall be in conformance with FAA AC 150/5370-2G (latest version). Low level barricades shall have diagonal striped, alternating, orange/white high reflective sheeting on both sides of the barricade, and two battery or solar powered flashing red lights. If solar powered lights are used, the contractor shall ensure that they are "on" during periods of low visibility, during daylight hours.

Low level barricades shall be used to delineate "on pavement" work area limits, safety areas, or other boundaries as directed by the engineer. When in place, low level barricades shall form a continuous "string" across the designated boundary. The Contractor shall furnish, arrange and otherwise maintain a sufficient number of low-level barricades to complete the work.

Runway Closure Markers (Crosses). The contractor shall provide, place, and maintain, as required during runway closures, two (2) runway crosses. Two (2) runway crosses shall be provided, each made of yellow truck tarp nylon weighing 18 ounces per square yard (minimum). The edges shall be hemmed, corners reinforced, and grommets provide every 3 feet (minimum) along the edge. For each runway cross, the material shall be sized as follows: 1 piece (10' x 60') and 2 pieces (10' x 25').

The crosses shall be secured with sandbags or other approved methods to hold the crosses down during weather or prop wash conditions

Airport Radios. Airport radios shall be VHF Air Band Transceivers, as manufactured by ICOM, Model IC-A16 or IC-A25. Radios shall be supplied with a compatible wall charge unit, and a vehicle "cigarette lighter" style plug in charger. The contractor shall provide two (2) radios for use on the project.

The contractor shall designate one lead person to monitor and communicate with the Air Traffic Control Tower or Airport Operations Staff at all times during construction operations in each Work Area. The person shall be familiar with construction vehicular movements, operations and airport layout. The contractor shall allow time for proper training of airport radio communications with the Owner prior to the start of construction.

At no time will the Contractor, the Contractor's employees, or subcontractors be given authorization to enter an active runway, or taxiway unless they are being escorted by Airport Operations. Hauling across active runways, taxiways, or aprons shall not be permitted.

Temporary Marking and Signing. The Contractor shall install temporary closure crosses, lights, lenses, traffic control devices and other temporary markings, barricades and signs required during the course of this contract. The temporary markings shall conform to applicable Federal Aviation Administration markings and shall be constructed of materials approved by the Engineer.

3.00 MEASUREMENT AND PAYMENT

Temporary Flagging, Marking and Signing. Temporary Flagging, Marking and Signing will be paid for at the contract lump sum price for item "Temporary Flagging, Marking, and Signing". This price shall apply for all schedules of work and be full compensation for furnishing and maintenance of flagmen, radio operators, radio operator guards, barricades, tubular markers, lights, lenses, signs and markings, for maintenance of those items during the work, any necessary relocation and for all labor, equipment, tools, and incidentals necessary to complete the item.

Portable Lighted Runway Closure Markers. Placement and maintenance of Contractor-provided Runway Closures Markers is considered incidental to "Temporary Flagging, Marking, and Signing" and activities for which no separate payment will be made, included all related labor, equipment, tools, and incidental necessary to complete the item.

Low Level Barricades. Low Level Barricades will be paid for at the contract lump sum price for item "Low Level Barricades". This price shall be full compensation for furnishing and maintenance of the low level barricades and for maintenance of the items during the work, any necessary relocation and for all labor, equipment, tools, and incidentals necessary to complete the item.

Airport Radios. Airport Radios are considered incidental to various project work items and activities for which no separate payment will be made.

Safety Plan Compliance Document. Preparation of the Safety Plan Compliance Document will be paid for at the contract lump sum price for "Safety Plan Compliance Document." This price shall be

full compensation for preparing and maintaining the SPCD and all related labor, equipment, tools, and incidentals necessary to complete the item.

END OF SECTION 01300

01406 CONSTRUCTION STAKING

1.00 GENERAL SCOPE

This work shall consist of all surveying, measuring and laying out control for the many phases of work required to construct the project. The Contractor will be provided with reference monuments for both vertical and horizontal control in the proximity of the work. The Contractor shall be responsible for all measurements made in connection with the work.

The Engineer will perform the following, which will not be a part of this work.

1. Provide vertical and horizontal reference control points.

2. Perform such checks as he deems necessary to verify the accuracy of the Contractor's survey work and ensure the completed work complies with the plans and specifications.

3. In the case of unforeseen difficulties, not due to the Contractor's operations which necessitate minor redesign of the work, the Engineer will provide the necessary surveying to gather additional information for the redesign.

The Contractor shall review Section 50-07 CONSTRUCTION LAYOUT AND STAKES for minimum staking requirements that are not fully described in this section. Where discrepancies appear, the more stringent requirement shall apply.

2.00 MATERIALS

The Contractor shall furnish all stakes, hubs, equipment, tools and incidentals required to lay out and control every part of the work from the reference control points provided.

3.00 WORKMANSHIP

Personnel. Survey work performed under this contract shall be performed under the direct supervision of an Oregon registered Professional Land Surveyor. Recognized and established construction survey practices and orders of accuracy shall be followed in all cases.

Equipment. All surveying equipment and tools shall be provided by the Contractor. Equipment shall be in good operating order and shall be kept in adjustment throughout the duration of the project. Use of a total station by Oregon registered Professional Land Surveyor is required for all confidence shots and placement of structures and other materials that will be used to measure from or work to.

Layout of the Work. The Contractor shall supervise and control the layout of the work. Prior to the construction of any item, the Engineer shall review the layout of the work, and give notice to proceed if the layout meets his satisfaction. The Engineer's notice to proceed does not constitute an approval or acceptance of the survey work, but is rather an inspection to see that sufficient line and grade has been established to construct the work to the required accuracy. The Contractor shall submit a Staking Plan, for approval, indicating the surveying tasks they intend to do to layout the work. The following minimum staking requirements shall be met:

A. **Subgrade, Subbase and Base Rock Hubs.** Subgrade hubs (red tops), subbase and base rock hubs (blue tops) shall be placed after the grades are constructed to within ±0.2 feet of grade. Hubs shall be placed at 25-foot intervals (maximum), 3 per station (minimum). For aprons/ramps, hubs shall be placed on a 25-foot (maximum) grid.

   If GPS guided equipment is used to construct the subgrade, subbase, and base course, the Contractor shall set additional control points on the point network. The Contractor shall perform a horizontal and vertical accuracy check on the control points as necessary, but at least once per week, and submit a weekly record of the checks to the Engineer.

   If GPS guided equipment is used, the hub interval for subgrade, subbase, and base rock may be increased to a 50-foot (maximum) interval for taxiway work, and a 50-foot (maximum) grid for apron/ramp work. Finish grade surveying and acceptance surveying will be conducted at intervals described in other sections within these technical specifications regardless of the hub interval.

B. **Pavement Edge.** The pavement edge shall be delineated by either a stringline or painted line on the base course.

C. **Striping Layout.** Centerline striping layout shall be delineated by minimum of 1 PK nail per centerline stripe. Hold positions will require a minimum of 2 PK nails. Hubs shall be set for all radius points. PK nails shall be removed after striping is completed.

Finish Grade Surveying & Acceptance. The Contractor shall perform finish grade and acceptance surveying for the various layers of the pavement section, shoulders and safety areas as specified elsewhere in the contract documents. Specific requirements for this work are outlined in Item P-152, Item P-208, and Item P-403. The Contractor shall pay all costs associated with this work. Documentation shall be submitted to the Engineer for acceptance.

Preservation of Reference Control Points. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other points established by the Engineer until authorized to move them. If such points are disturbed or destroyed through negligence of the Contractor, the Owner may order their replacement at his discretion.

The expense of such replacement will be deducted from any amounts due, or to become due the Contractor.

Protection of Existing Monuments. The Contractor shall record and protect existing monuments as shown on the Drawings.

4.00 PAYMENT

Payment shall be made at the contract lump sum price for "Construction Staking." This price shall be full compensation for furnishing all labor, equipment, materials, tools and incidentals necessary to complete the work.

END OF SECTION 01406

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ITEM P-100 FOD PREVENTION CONTROLS

1.00 GENERAL

P-100-1.1 This item shall consist of providing manpower and equipment necessary to avoid the possibility for FOD (foreign object debris) damage to aircraft. FOD present on an active runway, taxiway, shoulder, ramp, road, or any other paved surfaces may result in aircraft damage from engine ingestion, engine blast or any high-speed ground operation. To prevent such damage from occurring, FOD prevention controls must be maintained throughout the duration of the contract period. FOD is considered to be objects/debris of any visible size. Active aircraft surfaces shall be kept clean as work progresses and shall be free of FOD, as described above, before these surfaces are opened to aircraft operations.

2.00 MATERIALS

P-100-2.1 EQUIPMENT. Equipment shall include power brooms (plastic brooms only, wire brooms are not allowed), vacuum type sweepers, and hand tools as necessary to eliminate FOD.

3.00 CONSTRUCTION METHODS

P-100-3.1 Procedures to be followed for purposes of preventing FOD shall be observed with the maximum degree of effort. It shall be understood that unlike general "best effort" cleanup requirements associated with typical construction projects, the FOD prevention controls are to be considered a primary project objective. The Contractor shall review the safety and phasing requirements carefully as presented in the project plans and specifications and submit with the contractor's proposed schedule a FOD Control Plan.

The basic philosophy of the FOD Control Plan shall be to minimize the work necessary to remove debris from aircraft movement areas by minimizing the source debris along immediate haul and access routes.

Food and beverage containers, along with any other refuse generated by the Contractor, shall be contained to prevent creation of FOD.

FOD PREVENTION CONTROLS REQUIREMENTS

Access/haul routes shall be confined strictly to the areas designated on the Construction Safety and Phasing Plan. These routes shall be confined to the smallest possible area in order to limit the amount of sweeping and clean-up required. These routes shall be marked clearly by the Contractor with signs and cones so vehicles will not stray from the designated routes.

The Contractor shall return all aircraft operations areas to a clean, FOD-free state to the satisfaction of the Airport before re-opening those surfaces to aircraft traffic. FOD cleanup equipment and methods used by the Contractor are subject to approval by the Engineer and/or Airport Staff. Equipment judged to be unsuitable by the Engineer shall be replaced by the Contractor.

The Contractor shall provide signs, barricades, and cones to delineate clearly and confine access routes to prevent vehicle and aircraft conflicts and to prevent FOD.

Whenever directed by the Engineer, the Contractor shall begin cleanup operations or shut down cleanup operations already in progress. In the event the Airport or Engineer determines any active aircraft movement area to be unusable due to construction generated debris, and if the Contractor is not on site, cleanup equipment will be called to the airport and billed directly to the Contractor.

4.00 METHOD OF MEASUREMENT AND PAYMENT

P-100-4.1 Payment shall be made at the contract lump sum price for "FOD Prevention Controls." This price shall be full compensation for preparing and submitting the FOD Control Plan, furnishing all labor, equipment, materials, tools, and incidentals necessary to complete the work.

END OF ITEM P-100

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of preparation of existing pavement surfaces for overlay, surface treatments, removal of existing pavement, and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by the Resident Project Representative (RPR). The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

The Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Not used.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed.

c. Repair or removal of Base, Subbase, and/or Subgrade. All failed material including surface, base course, subbase course, and subgrade shall be removed and repaired as shown on the plans or as directed by the RPR. Materials and methods of construction shall comply with the applicable sections of these specifications. Any damage caused by Contractor's removal process shall be repaired at the Contractor's expense.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists, treat the specific area with a concentrated solution of herbicide to kill the weeds prior to cleaning the cracks and liquid pre-emergent herbicide to prevent the re-growth of weeds. Herbicide spray to kill the weeds prior to cleaning the cracks shall be Round-up or others as approved by the RPR. Liquid pre-emergent herbicide to prevent the re-growth of weeds shall be Surflan or others as approved by the RPR.

Perform crack preparation per Item P-101-3.9 prior to filling cracks.

Fill all cracks greater than 1/4 inch wide with a crack sealant per ASTM D6690 Type II. The crack sealant, preparation, and application shall be compatible with the surface treatment/overlay to be used. To minimize contamination of the asphalt with the crack sealant, underfill the crack sealant a minimum of 1/8 inch, not to exceed ¼ inch. Any excess crack sealer shall be removed from the pavement surface.

101-3.3 Removal of Foreign Substances/contaminates prior to seal-coat and remarking. Removal of foreign substances/contaminates from existing pavement that will affect the bond of the new treatment shall consist of removal of rubber, fuel spills, oil, crack sealer, at least 90% of paint, and other foreign

substances from the surface of the pavement. Areas that require removal are designated on the plans and as directed by the RPR in the field during construction.

High-pressure and/or scrubbing may be used. Removal methods used shall not cause major damage to the pavement, or to any structure or utility within or adjacent to the work area. Major damage is defined as changing the properties of the pavement, removal of asphalt causing the aggregate to ravel, or removing pavement over 1/8 inch deep. If it is deemed by the RPR that damage to the existing pavement is caused by operational error, such as permitting the application method to dwell in one location for too long, the Contractor shall repair the damaged area without compensation and as directed by the RPR.

Removal of foreign substances shall not proceed until approved by the RPR. Water used for high-pressure water equipment shall be provided by the Contractor at the Contractor's expense. No material shall be deposited on the pavement shoulders. All wastes shall be disposed of in areas indicated in this specification or shown on the plans. The contractor shall be responsible for all foreign object debris (FOD) prevention and removal per Item P-100.

a. **01-3.3 Pavement marking removal.** Existing pavement markings identified for removal shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR to minimize damage to the pavement surface. Some existing markings to be removed may contain volatile organic compounds (VOC). All removed pavement marking material shall be collected and legally disposed of off Airport property at no additional cost to the Owner.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair.

a. Repair of concrete spalls in areas to be overlaid with asphalt. Not used.

b. Asphalt pavement repair. Not used.

101-3.5 Cold milling. Not used.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Existing asphalt pavements to be treated with a surface treatment shall be prepared as follows:

a. Not used.

b. Repair joints and cracks in accordance with paragraph 101-3.2.

c. Remove oil or grease that has not penetrated the asphalt pavement by scrubbing with a detergent and washing thoroughly with clean water. After cleaning, treat these areas with an oil spot primer.

d. Clean pavement surface immediately prior to placing the surface treatment so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film.

101-3.7 Maintenance. The Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by the RPR. The surface shall be kept clean and free from foreign material. The pavement shall be properly drained at all times. If cleaning is necessary or if the pavement becomes disturbed, any work repairs necessary shall be performed at the Contractor’s expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Not used.

101-3.8.1 Removal of Existing Joint Sealant. Not used.

101-3.8.2 Cleaning prior to sealing. Not used.

101-3.8.3 Joint sealant. Not used.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Prior to application of sealant material, clean and dry the joints of all scale, dirt, dust, old sealant, curing compound, moisture and other foreign matter. The Contractor shall demonstrate, in the presence of the RPR, that the method used cleans

the cracks and does not damage the pavement. Perform crack preparation in accordance with Item P-101-3.2

101-3.9.1 Preparation of Crack. Widen crack with router by removing a minimum of 1/16 inch from each side of crack and routed to a minimum depth of 3/8 inch and a maximum depth of 1/2 inch. Immediately before sealing, cracks will be blown out with a hot air lance combined with oil and water-free compressed air. If routing operations caused excessive raveling at the edge of the crack, immediately stop work and notify the Engineer.

101-3.9.2 Preparation of Existing Cracks to be Sealed. Existing cracks, previously sealed, that are to be resealed, will be prepared for sealing by use of a hot land combined with oil and water-free compressed air. Remove any excess and loose sealant from the cracks prior to seal coat application.

101-3.9.3 Crack Sealant. Crack sealant material and installation will be in accordance with Item P-605.

101-3.9.4 Removal of Pipe and other Buried Structures. Not used.

101-3.10 Asphalt Repair. The Contractor shall excavate pavement repair areas and shall backfill these with material as shown in the plans. The Engineer shall mark out asphalt repair areas in the field. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the RPR at no additional cost to the Owner. The Contractor shall not excavate more area than can be completely finished during the same shift.

Before any excavation, the existing pavement shall be sawcut or shall be removed by pavement grinder. All excavated materials shall be disposed of offsite by the Contractor. Place asphalt in lifts not to exceed 3".

The finished pavement in the repair area shall not vary from the grade of the surrounding pavement by more than ¼ inch when measured with a Contractor-provided 12-foot straight edge. The repair area shall have positive drainage with no bird baths. If the finished pavement exceeds ¼ inch (high or low) from the surrounding pavement or holds water, the repair area shall be removed and replaced at the Contractor's expense.

METHOD OF MEASUREMENT

101-4.1 Pavement removal. The unit of measurement for pavement removal shall be the number of square yards removed by the Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of the Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal. Offsite disposal of removed pavement shall be incidental to pavement removal.

101-4.2 Crack and Wide Crack repair. The unit of measurement for crack and wide crack repair shall be the linear foot of crack prepared per the plans an specifications and approved by the RPR.

101-4.3 Removal of Foreign Substances/contaminates. The unit of measurement for foreign Substances/contaminates removal shall be the square foot.

101-4.4 Pavement Marking Removal. The quantity of pavement marking removal to be paid for shall be the number of square feet of pavement marking removal performed in accordance with the specifications..

101-4.5 Asphalt Repair. The unit of measure for asphalt repair shall be per square foot of asphalt pavement removed and replaced per the plans and approved by the RPR. This price shall include sawcutting, asphalt pavement removal, excavation, subgrade compaction, aggregate base course placement, asphalt placement, tack coat, crack seal material, and for all labor, equipment, tools, and all other incidentals required to complete the work.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1	Asphalt Concrete Pavement Removal - per square yard
Item P 101-5.2	Route and Seal Crack Repair – per linear foot
Item P 101-5.3	Heat and Seal Crack Repair – per linear foot
Item P 101-5.4	Wide Crack Repair – per linear foot
Item P 101-5.5	Removal of Foreign Substances/contaminates – per lump sum
Item P 101-5.6	Pavement Marking Removal – per square foot
Item P 101-5.7	Asphalt Pavement Patch – per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

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Item P-151 Clearing and Grubbing

DESCRIPTION

151-1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

a. Clearing shall consist of the cutting and removal of all trees, stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas. The grubbing of stumps and roots will not be required

b. Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the RPR is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing.

c. Tree Removal. Not used.

CONSTRUCTION METHODS

151-2.1 General. The areas denoted on the plans to be cleared or cleared and grubbed shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or owner to secure prompt action.

151-2.1.1 Disposal. All materials removed by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility, except when otherwise directed by the RPR. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property owner for the use of private property for this purpose.

151-2.1.2 Blasting. Blasting shall not be allowed.

151-2.2 Clearing. Not used.

151-2.3 Clearing and grubbing. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches in diameter shall be grubbed out to a depth of at least 18 inches below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 The quantities of clearing and grubbing as shown by the limits on the plans shall be per lump sum of land specifically cleared and grubbed and approved by the RPR.

151-3.3 The quantity of tree removal as shown on the plans shall be the per lump sum of land specifically cleared.

BASIS OF PAYMENT

151-4.1 Payment shall be made at the lump sum contract unit price for clearing and grubbing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-151-4.1 Clearing and Grubbing - per lump sum

END OF ITEM P-151

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature including asphalt or concrete encountered in which is not otherwise classified and paid for under one of the following items.

b. Stripping. Excavation and offsite disposal of topsoil, organic and root zone materials to a depth of 6 inches below the existing surface.

c. Unsuitable excavation. Unsuitable material shall be disposed of offsite. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

152-1.3 Subgrade Stabilization. Subgrade stabilization material shall conform to the following and be placed as directed by the engineer.

a. Aggregate.

a. ODOT 2 ½" – 0 Base Rock; or

i. 330.14 Granular Backfill; or

ii. 330.15 Stone Backfill; or

b. P-208 material with <5% passing the No. 200 sieve and the maximum aggregate size of 3".

b. Geotextile Fabric. Separation geotextile shall be Class 2, 0.02 sec-1 permittivity per ASTM D4491, Apparent opening size per ASTM D4751 with 0.60 mm maximum average roll value.

c. Geogrid. Integrally formed, geogrid reinforcement shall conform to the properties specified below:

STRUCTURAL GEOGRID PROPERTIES

(INTEGRALLY FORMED)

PROPERTY TEST	METHOD	UNITS	VALUE
APERTURE	I.D. CALIPERED	INCHES	3/4 TO 1-1/2
OPEN AREA	CORPS OF ENGINEERS CW-02215	%	70 MIN
RIB THICKNESS	ASTM D 1777	INCH	0.05 NOM
JUNCTION THICKNESS	ASTM D 1777	INCH	0.16 NOM
SECANT APERTURE STABILITY	DRAFT TEST	CM-KG/DEG	6.50 MIN
MODULUS @ 20 CM-KG FLEXURAL	ASTM D 1388	MG-CM	750,000 MIN
RIGIDITY MACHINE DIRECTION TENSILE MODULUS	GRI GG1-87	LB/FT	18,500 MIN MACHINE DIRECTION 30,000 MIN CROSS MACHINE DIRECTION
JUNCTION STRENGTH	GRI GG2-87	LB/FT	1080 MIN
JUNCTION EFFICIENCY	GRI GG2-87	%	90 MIN

STRUCTURAL GEOGRID PROPERTIES

(WELDED/WOVEN)

PROPERTY TEST	METHOD	UNITS	VALUE
APERTURE	I.D. CALIPERED	INCHES	3/4 TO 1-1/2
ULTIMATE STRENGTH	ASTM D 6637	LBS/FT	2,388 MIN.
INITIAL MODULUS	ASTM D 6637	LBS/FT	178,000 MIN.
2% STRAIN	ASTM D 6637	LBS/FT	526 MIN.
5% STRAIN	ASTM D 6637	LBS/FT	1,042 MIN.
RIB THICKNESS	ASTM D 1777	INCH	0.05 NOM.
JUNCTION THICKNESS	ASTM D 1777	INCH	0.10 NOM.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed**.**

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

Digital terrain model (DTM) files of the existing surfaces, finished surfaces and other various surfaces were used to develop the design plans.

Volumetric quantities were calculated by comparing DTM files of the applicable design surfaces and generating Triangle Volume Reports. Electronic copies of DTM files and a paper copy of the original topographic map will be issued to the successful bidder.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of

existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area. All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes **as** shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be disposed of offsite at Contractors expense. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained by the Contractor from off-site borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Unsuitable material (muck, peat, matted roots, other yielding material, or any material determined by the RPR to be unsatisfactory for subgrade foundation); shall be removed to a depth specified by RPR. Unsuitable material excavations shall be disposed of off the airport and paid for at the contract unit price per cubic yard for Unsuitable Excavation. Unsuitable material excavation shall be backfilled in accordance with paragraph 152-2.15.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet (60 cm) below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Not used.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 95% as determined by ASTM D698.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. The first half-day of construction of subgrade and/or embankment shall be considered as a control strip for the Contractor to demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of this specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted, or removed and replaced at the Contractor's expense. Full operations shall not begin until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction methods for the remainder of construction, unless adjustments made by the Contractor are approved in advance by the RPR.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches nor more than 12 inches of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within ±2% of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

Density tests will be taken by the contractor once for for the taxilane reconstruction area of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted as detailed in paragraph 152-2.5.On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM 6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

Payment for compacted embankment will be made under embankment in-place and no payment will be made for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. After compaction is completed, **]** the subgrade area shall be proof rolled with a Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 100 psi in the presence of the RPR. Apply a minimum of 1 coverage, or as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch or show permanent deformation greater than 1 inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade shall be compacted as detailed in paragraph 152-2.5.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch (19.0 mm) sieve, follow the procedures in AASHTO T180 Annex for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken once for the subgrade of the taxilane reconstruction area. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches , reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

a. Smoothness. The finished surface shall not vary more than +/- ½ inch when tested with a 12-foot straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

b. Grade. The grade and crown shall be measured by the Contractor's surveyor on a 25-foot grid and shall be within +/-0.05 feet of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to placed, grade shall not vary more than 0.10 feet from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. Not used.

152-2.15 Subgrade stabilization. If unsuitable materials are encountered, and when directed by RPR, subgrade stabilization shall meet the following criteria, at a minimum:

a. Thickness and extents of unsuitable excavation/subgrade stabilization shall be determined by the Engineer in the field.

b. The aggregate shall be fully wrapped in geotextile fabric.

c. Install geogrid at the top of the excavation above the geotextile fabric and bottom of the excavation above the geotextile fabric when directed by the Engineer.

d. Install geotextile/geogrid per Contract Documents and manufacturer's recommendations.

152-2.16 Pothole Utility crossings. Where indicated on the plans, and when directed by the RPR, pothole utility crossings a minimum of two times. Provide location, type, material, and elevation information of the utility to the RPR.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by the cubic yard (cubic meter) shall be computed by the comparison of digital terrain model (DTM) surfaces for computation of neat line design quantities. The end area is that bound by the original ground line established by field cross-sections and the final theoretical pay line established by cross-sections shown on the plans, subject to verification by the RPR.

152-3.2 The quantity of unclassified excavation to be paid for shall be the number of cubic yards measured in its original position. Measurement shall not include the quantity of materials excavated without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.2 The quantity of embankment in place shall be the number of cubic yards measured in its final position.

152-3.3 The quantity of stripping shall be the number of cubic yards excavated to the depth specified, measured in its original position to the neat lines shown on the plans. Stripping shall occur on all exposed, existing non-paved areas within the grading limits shown on the plans.

152-3.4 The quantity of potholing to be paid for shall be per lump sum based on the number and location of pothole locations identified on the plans.

152-3.5 The quantity of unsuitable excavation shall be the number of cubic yards excavated, measured in it its original position to neat line.

152-3.6 The quantity of subgrade stabilization shall be the number of cubic yards installed, measured in its original position as directed and approved by the Engineer. Measurement shall not include the quantity of materials installed without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed. Aggregate for subgrade stabilization is incidental to this work, no separate measurement will be made.

152-3.7 The quantity of geotextile fabric (stabilization) to be paid for shall be the number of square yards in its final position. The quantity will be calculated in-place measured end-to-end length and width. Measurement shall not include the quantity of materials placed without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

152-3.8 The quantity of geogrid to be paid for shall be the number of square yards in its final position. The quantity will be calculated in-place measured end-to-end length and width. Measurement shall not include the quantity of materials placed without authorization beyond normal slope lines, or the quantity of material used for purposes other than those directed.

BASIS OF PAYMENT

152-4.1 Unclassified Excavation payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.2 For embankment in place, payment shall be made at the contract unit price per cubic yard (cubic meter). This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.3 "Stripping" payment shall be made at the contract unit price per cubic yard. The price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.4 "Pothole Utility Crossings" payment shall be at the contract unit price per lump sum. The price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidental necessary to complete the item.

152-4.5 Unsuitable excavation payment shall be made at the contract unit price per cubic yard (cubic meter). The price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidental necessary to complete the item.

152-4.6 "Subgrade Stabilization" payment shall be made at the contract unit price per cubic yard. The price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item. Aggregate for subgrade stabilization is incidental to this work, no separate payment will be made.

152-4.7 "Geotextile Fabric (Stabilization)" payment shall be made at the contract unit price per square yard. The price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

152-4.8 "Geogrid" payment shall be made at the contract unit price per square yard. The price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-152-4.1	Unclassified Excavation - per cubic yard
Item P-152-4.2	Embankment in place - per cubic yard
Item P-152-4.3	Stripping – per cubic yard
Item P-152-4.4	Pothole Utility Crossings – per lump sum
Item P-152-4.5	Unsuitable Excavation – per cubic yard
Item P-152-4.6	Subgrade Stabilization – per cubic yard
Item P-152-4.7	Geotextile Fabric (Stabilization) – per square yard
Item P-152-4.8	Geogrid – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item P-208 Aggregate Base Course

DESCRIPTION

208-1.1 This item shall consist of a base course composed of course aggregate bonded with fine aggregate base. It shall be constructed on a prepared subgrade or subbase course per these specifications and shall conform to the dimensions and typical cross-section shown on the plans.

MATERIALS

208-2.1 Aggregate base. The aggregate base material shall consist of both fine and coarse aggregate. Material shall be clean, sound, durable particles and fragments of stone or gravel, crushed stone, or crushed gravel mixed or blended with sand, screenings, or other materials per ODOT Standard Specification for Construction 2024 Section 02630.10. Materials shall be handled and stored in accordance with ODOT Standard Specification for Construction 2024 Section 00680.41requirements. The aggregate shall be free from clay lumps, organic matter, or other deleterious materials or coatings. Aggregate base material requirements are to meet ODOT Specification for Construction 2024 Section 02630.10(b), Section 02630.10(c), and Section 02630.10(d).

208-2.2 Gradation requirements. The gradation of the aggregate base material shall meet the requirements of the gradation per ODOT Standard Specification for Construction 2024 Section 02630.10(a) according to AASHTO T27. The gradation shall be well graded from coarse to fine and shall not vary from the lower limit on one sieve to the high limit on an adjacent sieve or vice versa.

208-2.3 Sampling and testing.

a. Aggregate base materials. The Contractor shall take samples of the aggregate base in accordance with ODOT Standard Specification for Construction 2024 Section 00641.15. Materials shall meet the requirements of ODOT Standard Specification for Construction 2024 Section 00165 and 00641.16.

b. Gradation requirements. The Contractor shall take samples of the aggregate base per ODOT Standard Specification for Construction 2024 Section 00165 and 00641.16.

CONSTRUCTION METHODS

208-3.1 Control strip. The first half-day of construction shall be considered the control strip. The Contractor shall demonstrate, in the presence of the RPR, that the materials, equipment, and construction processes meet the requirements of the specification. The sequence and manner of rolling necessary to obtain specified density requirements shall be determined. The maximum compacted thickness may be increased to a maximum of 12 inches (300 mm) upon the Contractor's demonstration that approved equipment and operations will uniformly compact the lift to the specified density. The RPR must witness this demonstration and approve the lift thickness prior to full production.

Control strips that do not meet specification requirements shall be reworked, re-compacted or removed and replaced at the Contractor's expense. Full operations shall not continue until the control strip has been accepted by the RPR. The Contractor shall use the same equipment, materials, and construction

methods for the remainder of construction, unless adjustments made by the Contractor are approved by the RPR.

208-3.2 Preparing underlying subgrade and/or subbase. The underlying subgrade and/or subbase shall be checked and accepted by the RPR before base course placing and spreading operations begin. Re-proof rolling of the subgrade or proof rolling of the subbase in accordance with Item P-152, at the Contractor's expense, may be required by the RPR if the Contractor fails to ensure proper drainage or protect the subgrade and/or subbase. Any ruts or soft, yielding areas due to improper drainage conditions, hauling, or any other cause, shall be corrected before the base course is placed. To ensure proper drainage, the spreading of the base shall begin along the centerline of the pavement on a crowned section or on the high side of the pavement with a one-way slope.

208-3.3 Production. The aggregate shall be uniformly blended per ODOT Standard Specification for Construction 2024 Section 00641.12. The mixing plant shall meet ODOT Standard Specification for Construction 2024 Section 00641.20.

208-3.4 Placement. The aggregate shall be placed and spread on the prepared underlying layer per ODOT Standard Specification for Construction 2024 Section 00641.43 to a uniform thickness and width. The equipment shall have positive thickness controls to minimize the need for additional manipulation of the material. Dumping from vehicles that require re-handling shall not be permitted. Hauling over the uncompacted base course shall not be permitted.

The aggregate shall meet gradation and moisture requirements prior to compaction. The base course layer shall be constructed in lifts as established in the control strip per ODOT Standard Specification for Construction 2024 Section 00641.43, but not less than 4 inches (100 mm) nor more than 6 inches (150 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications at the Contractor's expense.

208-3.5 Compaction. Immediately upon completion of the spreading operations, compact each layer of the base course, as specified, with approved compaction equipment. The number, type, and weight of rollers shall be sufficient to compact the material to the required density within the same day that the aggregate is placed on the subgrade.

The field density of each compacted lift of material shall be per ODOT Standard Specification for Construction 2024 Section 00641.44 but to at least 100% of the maximum density of laboratory specimens prepared from samples of the subbase material delivered to the jobsite. The laboratory specimens shall be compacted and tested in accordance with ASTM D698. The moisture content of the material during placing operations shall be within ±2 percentage points of the optimum moisture content as determined by ASTM D698. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

208-3.6 Weather limitations. Material shall not be placed unless the ambient air temperature is at least 40°F (4°C) and rising. Work on base course shall not be conducted when the subgrade or subbase is wet or frozen or the base material contains frozen material.

208-3.7 Maintenance. The base course shall be maintained in a condition that will meet all specification requirements. When material has been exposed to excessive rain, snow, or freeze-thaw conditions, prior to placement of additional material, the Contractor shall verify that materials still meet all specification requirements. Equipment may be routed over completed sections of base course, provided that no damage results and the equipment is routed over the full width of the completed base course. Any damage

resulting to the base course from routing equipment over the base course shall be repaired by the Contractor at their expense.

208-3.8 Surface tolerances. After the course has been compacted, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense. The smoothness and accuracy requirements specified here apply only to the top layer when base course is constructed in more than one layer.

a. Smoothness. The finished surface shall not vary more than 3/8-inch (9 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.

b. Grade. The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +0 and -1/2 inch (12 mm) of the specified grade.

208-3.9 Acceptance sampling and testing. Aggregate base course shall be accepted for density and thickness on an area basis. A minimum of two tests will be made for density and thickness. Sampling location will be determined on a random basis per ASTM D3665.

a. **Density.** The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance.

Each area shall be accepted for density when the field density is at least 100% of the maximum density of laboratory specimens compacted and tested per ASTM D698. The in-place field density shall be determined per ASTM D1556 or ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938. If the specified density is not attained, the area represented by the failed test must be reworked and/or recompacted and two additional random tests made. This procedure shall be followed until the specified density is reached. Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

b. Thickness. Depth tests shall be made by test holes at least 3 inches (75 mm) in diameter that extend through the base. The thickness of the base course shall be within +0 and -1/2 inch (12 mm) of the specified thickness as determined by depth tests taken by the Contractor in the presence of the RPR for each area. Where the thickness is deficient by more than 1/2-inch (12 mm), the Contractor shall correct such areas at no additional cost by scarifying to a depth of at least 3 inches (75 mm), adding new material of proper gradation, and the material shall be blended and recompacted to grade. The Contractor shall replace, at his expense, base material where depth tests have been taken.

METHOD OF MEASUREMENT

208-4.1 The quantity of aggregate base course shall be measured by the number of cubic yards (cubic meters) of material actually constructed and accepted by the RPR as complying with the plans and specifications. Base materials shall not be included in any other excavation quantities.

BASIS OF PAYMENT

208-5.1 Payment shall be made at the contract unit price per cubic yard (cubic meter) for aggregate base course. This price shall be full compensation for furnishing all materials and for all operations, hauling,

placing, and compacting of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

ODOT Aggregate Base Course - per cubic yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4491	Standard Test Methods for Water Permeability of Geotextiles by Permittivity
ASTM D4643	Standard Test Method for Determination of Water Content of Soil and Rock by Microwave Oven Heating

ASTM D4751	Standard Test Methods for Determining Apparent Opening Size of a Geotextile
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis

American Association of State Highway and Transportation Officials (AASHTO)

M288	Standard Specification for Geosynthetic Specification for Highway Applications

END OF ITEM P-208

Item P-403 Asphalt Mix Pavement Surface Course

DESCRIPTION

403-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

403-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 (4.75 mm) sieve. Fine aggregate is the material passing the No. 4 (4.75 mm) sieve.

General aggregate requirements shall meet ODOT Standard Specification for Construction 2024 Section 00745.10.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements per ODOT Standard Specification for Construction 2024 Section 00745.10(a)(2).

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. Fine aggregate material requirements per ODOT Standard Specification for Construction 2024 Section 00745.10(a)(3).

c. Sampling. Sampling of coarse and fine aggregates shall be per ODOT Standard Specification for Construction 2024 Section 00745.10.

403-2.2 Mineral filler. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ODOT Standard Specification for Construction 2024 Section 00745.10.

403-2.3 Asphalt binder. Asphalt binder shall conform to ODOT Standard Specification for Construction 2024 Section 00745.11(a), Performance Grade (PG) 64-22

403-2.4 Anti-stripping agent. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located per ODOT Standard Specification for Construction 2024 Section 00745.11 and 00745.13.

COMPOSITION

403-3.1 Composition of mixture. The asphalt plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

403-3.2 Job mix formula (JMF) laboratory. The laboratory used to develop the JMF shall possess a current certificate of accreditation, meeting ODOT Standard Specification for Construction 2024 Section 00745. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the RPR prior to start of construction.

403-3.3 Job mix formula (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to the RPR for review and accepted in writing. The RPR's review shall not relieve the Contractor of the responsibility to select and proportion the materials to comply with this section.

When the project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of paragraph 403-3.2. The asphalt mixture shall be designed using ODOT Standard Specification for Construction 2024 Section 00745.12 and 00745.13. Samples shall be prepared and meet performance testing per ODOT Standard Specification for Construction 2024 Section 00745.13(b).

Should a change in sources of materials be made, a new JMF must be submitted to the RPR for review and accepted in writing before the new material is used. After the initial production JMF has been approved by the RPR and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by the RPR, will be borne by the Contractor.

The RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

The JMF shall be submitted in writing by the Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within 1-year using aggregates proposed for project use.

The submitted JMF shall be dated and approved by ODOT meeting Standard Specification for Construction 2024. The JMF shall include the following items as a minimum:

- Manufacturer of the asphalt binder used in the JMF in accordance with paragraph 403-2.3.
- Manufacturer of the anti-stripping agent if used in the JMF in accordance with paragraph 403-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with paragraphs 403-2.1 and 403-2.2.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF per ODOT Standard Specification for Construction 2024 Section 00745.12.
- Specific Gravity and absorption of each course and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles**,** elongated particles, and flat and elongated particles (and criteria).

- Percent of asphalt.
- Number of blows or gyrations.
- Laboratory mixing and compaction temperatures.
- Supplier recommended mixing and compaction temperatures.
- Voids in the Mineral Aggregate (VMA) minimum and maximum.
- Ratio of % Passing No. 200 to Effective Asphalt Content
- Tensile Strength Ratio (TSR).
- Void Filled with Asphalt (VFA).
- Percent Air Void.
- Type and amount of Anti-strip agent when used.
- Date the JMF was developed.
- Percentage and properties (asphalt content, asphalt binder properties, and aggregate properties) of reclaimed asphalt pavement (RAP) in accordance with paragraph 403-3.4, Reclaimed Hot-Mix Asphalt, if RAP is used.
- JMF shall meet ODOT Standard Specification for Construction 2024 Section 00745.11 and 00745.12 and 00745.13.

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in ODOT Standard Specification for Construction 2024 Section 00745.13(a).

The gradations shall meet ODOT Standard Specification for Construction 2024 Section 00745.12.

403-3.4 Reclaimed Asphalt Pavement (RAP). Reclaimed asphalt pavement shall consist of reclaimed asphalt pavement (RAP), coarse aggregate, fine aggregate, mineral filler, and asphalt. Recycled asphalt shingles (RAS) shall not be allowed. The RAP shall be of a consistent gradation and asphalt content and properties. The amount of RAP shall be limited to 30 percent. RAP shall meet ODOT Standard Specification for Construction 2024 Section 00745.10(b).

In addition to the requirements of paragraph 403-3.3, the JMF shall indicate the percent of reclaimed asphalt pavement and the percent and grade of new asphalt binder.

403-3.5 Control strip. A control strip is not required.

CONSTRUCTION METHODS

403-4.1 Weather limitations. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course does not meet ODOT Standard Specification for Construction 2024 Section 00745.40.

403-4.2 Asphalt plant. Plants used for the preparation of asphalt shall conform to the requirements of ODOT Standard Specification for Construction 2024 Section 00745.21.

a. Inspection of plant. The RPR, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying

weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than twelve (12) hours. If the RPR determines there is an excessive heat loss, segregation or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

403-4.3 Aggregate stockpile management. Aggregate stockpiles shall be constructed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed and batched separately at the concrete batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

403-4.4 Hauling equipment. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers shall be securely fastened.

403-4.4.1 Material transfer vehicle (MTV). A material transfer vehicle is not required.

403-4.5 Asphalt pavers. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade per ODOT Standard Specification for Construction 2024 Section 00745.23. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas, or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in paragraph 401-4.11.

403-4.6 Rollers. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions or other damage to the pavement surface per ODOT Standard Specification for Construction 2024 Section 00745.24 and 00745.49. Rollers shall be in good condition, capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

403-4.6.1 Density device. The Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving ODOT Standard Specification for Construction 2024 Section 00745.49. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

403-4.7 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt material to the mixer at a uniform temperature in accordance with ODOT Standard Specification for Construction 2024 Section 00745 The

temperature of the unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles, but shall not exceed 325°F (160°C) when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350°F (175°C) when added to the aggregate.

403-4.8 Preparation of mineral aggregate. The aggregate for the asphalt shall be heated and dried per ODOT Standard Specification for Construction 2024 Section 00745.43

403-4.9 Preparation of asphalt mixture. The aggregates and the asphalt binder shall be prepared per ODOT Standard Specification for Construction 2024 Section 00745.

403-4.10 Application of Prime and Tack Coat. Immediately before placing the asphalt mixture, the underlying course shall be prepared per ODOT Standard Specification for Construction 2024 Section 00745.42

A prime coat in accordance with Item P-602 shall be applied to aggregate base prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

403-4.11 Laydown plan, transporting, placing, and finishing. Prior to the placement of the asphalt, the Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR. A prepaving conference per ODOT Standard Specification for Construction 2024 Section 00745.41 is required. Hauling equipment shall meet in ODOT Standard Specification for Construction 2024 Section 00745.22. Hauling, depositing, and placing material shall meet ODOT Standard Specification for Construction 2024 Section 00745.46

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. The Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR that every lot of each lift meets the grade tolerances of paragraph 401-6.2e before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 10 feet (m) except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot (30 cm); however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet (3 m) from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet (3 m).On

areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in paragraph 401-3.3 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet (3 m) long.

403-4.12 Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers ODOT Standard Specification for Construction 2024 Section 00745.49.

403-4.13 Joints. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which are have been left exposed for more than four (4) hours; the surface temperature has cooled to less than 175°F (80°C); or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches (75 mm) to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the project. An asphalt tack coat or other product approved by the RPR shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this work shall be considered incidental to the cost of the asphalt.

403-4.14 Saw-cut grooving. Saw-cut grooving is not required.

403-4.15 Diamond grinding. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet (0.9 m) wide. The saw blades shall be 1/8-inch (3-mm) wide with a minimum of 55 to 60 blades per 12 inches (300 mm) of cutting head width; grooves between 0.090 and 0.130 inches (2 and 3.5 mm) wide; and peaks and ridges approximately 1/32 inch (1 mm) higher than the bottom of the grinding cut. The actual number of blades will be determined by the Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that causes ravels, aggregate fractures, spalls or disturbance to the pavement will not be permitted.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. The Contractor shall apply a surface treatment per P-608 to all areas that have been subject to grinding.

403-4.16 Nighttime Paving Requirements. The Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by the Contractor and approved by the RPR prior to the start of any nighttime work. All work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

403-5.1 General. The Contractor shall develop a CQCP in accordance with Item C-100. No partial payment will be made for materials that are subject to specific QC requirements without an approved CQCP.

403-5.2 Contractor quality control (QC) facilities. The Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect the Contractor's QC facilities and witness QC activities. The RPR will advise the Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

403-5.3 Quality Control (QC) testing. The Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications, ODOT Standard Specification for Construction 2024 Section 00745, and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

a. Asphalt content. Asphalt content shall be tested in accordance with ODOT Standard Specification for Construction 2024 Section 00745.11, 00745.14, and 0074.16..

b. Gradation. Aggregate gradations shall be determined in accordance with ODOT Standard Specification for Construction 2024 Section 00745.10, 00745.14, and 00745.16..

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined in accordance with ODOT Standard Specification for Construction 2024 Section 00745.10, 00745.14, and 00745.16.

d. Moisture content of asphalt. The moisture content of the asphalt shall be determined in accordance with ODOT Standard Specification for Construction 2024 Section 00745.11, 00745.14, and 00745.16.

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the job site.

f. In-place density monitoring. The Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with with ODOT Standard Specification for Construction 2024 Section 00745.49.

g. Smoothness for Contractor Quality Control.

The Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than ¼ inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by the Contractor before construction continues

The Contractor may use a 12-foot (3.7 m) "straightedge, a rolling inclinometer meeting the requirements of ASTM E2133 or rolling external reference device that can simulate a 12-foot (3.7m) straightedge approved by the RPR. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer or external reference device is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement and between the start and stop of lanes place shall be evaluated separately for conformance with the plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements will be taken perpendicular to the pavement centerline each 50 feet (15 m) or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests will be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet (6 m); and at the third points of paving lanes when widths of paving lanes are 20 ft (6 m) or greater. When placement abuts previously placed material the first measurement shall start with one half the length of the straight edge on the previously placed material.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch (6 mm) shall be corrected with diamond grinding per paragraph 403-4.15 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in paragraph 401-6.1d(3) Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If the Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by the Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to the placement of the first lift and then prior to and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and plans. The final surface of the pavement will not vary from the grade line elevations and cross-sections shown on the plans by more than 1/2 inch (12 mm) vertically and 0.1 feet (30 mm) laterally. The documentation will be provided by the Contractor to the RPR within 24.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2 inch (12 mm) less than the thickness specified on the plans. Grinding shall be in accordance with paragraph 403-4.15.

The Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus ½ inch and replacing with new material. Skin patching is not allowed.

403-5.4 Sampling. When directed by the RPR, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

403-5.5 Control charts. The Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) per ODOT Standard Specification for Construction 2024 Section 00745.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the project number, the contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and the Contractor's test results. The Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If the Contractor's projected data during production indicates a problem and the Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

c. Corrective action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

403-5.6 Quality control (QC) reports. The Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with CQCP described in Item C-100.

MATERIAL ACCEPTANCE

403-6.1. Quality Assurance Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the RPR at no cost to the Contractor except that coring as required in this section shall be completed and paid for by the Contractor.

a. Quality Assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance per ODOT Standard Specification for Construction 2024 Section 00745.16.

b. Lot Size. Lot size and subplot size are to be per on ODOT Standard Specification for Construction 2024 Section 00745.02 and 00745.16.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.

(1) Sampling. Material from each sublot shall be sampled per ODOT Standard Specification for Construction 2024 Section 00745.16.

(2) Testing. Air voids will be determined per ODOT Standard Specification for Construction 2024 Section 00745.16.

d. In-place asphalt mat and joint density. Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. The Contractor will cut minimum 5 inches (125 mm) diameter samples in accordance with ASTM D5361. The Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4 inch (6 mm) less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by the Contractor at his expense by removing the deficient area and replacing with new pavement. The Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than one foot (30 cm) from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot which contains a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

403-6.2 Acceptance criteria.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, grade.

b. Air voids. Acceptance of each lot of plant produced material for air voids will be based per ODOT Standard Specification for Construction 2024 Section 00745.16.

c. Mat density. Acceptance of each lot of plant produced material for mat density will be based on ODOT Standard Specification for Construction 2024 Section 00745.49. Per ODOT Standard Specification Mat density is not less than 94%..

d. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on ODOT Standard Specification for Construction 2024 Section 00745.47, 00745.48, and 00745.49. Per ODOT Stand Specification Joint density is not less than 91%..

e. Grade. The final finished surface of the pavement of the completed project shall be surveyed to verify that the grade elevations and cross-sections shown on the plans do not deviate more than 1/2 inch (12 mm) vertically or 0.1 feet (30 mm) laterally .

Cross-sections of the pavement shall be taken at a minimum 50-foot (15-m) longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade at centerline, ± 10 feet of centerline, and edge of pavement.

The survey and documentation shall be stamped and signed by a licensed surveyor. Payment for sublots that do not meet grade for over 25% of the sublot shall not be more than 95%.

f. Profilograph roughness for QA Acceptance. Not used.

403-6.3 Resampling Pavement for Mat Density.

a. General. Resampling of a lot of pavement will only be allowed for mat density and then, only if the Contractor requests same in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in paragraphs 403-6.1. Only one resampling per lot will be permitted.

(1) A redefined mat density will be calculated for the resampled lot. The number of tests used to calculate the redefined mat density will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by the Contractor.

b. Payment for resampled lots. The redefined mat density for a resampled lot will be used to evaluate the acceptance of that lot in accordance with paragraph 403-6.2.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5%. Outliers will be discarded and density determined using the remaining test values.

METHOD OF MEASUREMENT

403-7.1 Measurement. Plant mix asphalt mix pavement shall be measured by the number of tons (kg) of asphalt pavement used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

403-8.1 Payment. Payment for a lot of asphalt mixture meeting all acceptance criteria as specified in paragraph 403-6.2 shall be made at the contract unit price per ton (kg) for asphalt. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-403-8.1 ODOT Asphalt Mixture Surface Course - per ton

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C183	Standard Practice for Sampling and the Amount of Testing of Hydraulic Cement
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Bituminous Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Bituminous Paving Mixtures
ASTM D1074	Standard Test Method for Compressive Strength of Bituminous Mixtures
ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction

ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4125	Standard Test Methods for Asphalt Content of Bituminous mixtures by the Nuclear Method
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5581	Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6 inch-Diameter Specimen)
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6307	Standard Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder
ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures

AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

Asphalt Institute (AI)

MS-2	Mix Design Manual, 7th Edition
MS-26	Asphalt Binder Handbook AI State Binder Specification Database

FAA Orders

5300.1	Modifications to Agency Airport Design, Construction, and Equipment Standards

Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder program

Software

FAARFIELD

END OF ITEM P-403

Item P-603 Emulsified Asphalt Tack Coat

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these specifications and in reasonably close conformity to the lines shown on the plans.

MATERIALS

603-2.1 Asphalt materials. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50°F or above; the temperature has not been below 35°F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 Equipment. The Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour or seven (700) feet per minute.

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY	Emulsion Application Bar Rate, gal/SY
New asphalt	0.02-0.05	0.03-0.07
Existing asphalt	0.04-0.07	0.06-0.11
Milled Surface	0.04-0.08	.0.06-0.12
Concrete	0.03-0.05	0.05-0.08

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. The Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by the Contractor, tack coat shall be reapplied at the Contractor's expense.

603-3.4 Freight and waybills The Contractor shall submit waybills and delivery tickets, during progress of the work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 The emulsified asphalt material for tack coat shall be measured by the `ton`. Volume shall be corrected to the volume at 60°F (16°C) in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10% over the specified application rate. Any amount of emulsified asphalt material more than 10% over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Emulsified asphalt shall be considered incidental including the furnishing, preparation, delivery and application of the materials, and for all labor equipment, tools and incidentals necessary to complete the item.

Payment will be made under:

Item P-603-5.1	Emulsified Asphalt Tack Coat – shall be considered incidental to other applicable bid items. No separate payment shall be made.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

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Item P-605 Crack Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive crack sealing material capable of effectively sealing joints between different types of pavements and cracks in existing pavement.

MATERIALS

605-2.1 Crack sealants. Crack sealant materials shall meet the requirements of ASTM D6690 Type II.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. Not used.

605-2.3 Bond breaking tapes. Not used.

CONSTRUCTION METHODS

605-3.1 Time of application. Asphalt concrete and all crack filler materials may be installed when either the atmospheric or pavement surface temperature is 45 degrees F and rising. Application or installation of these materials shall be suspended when either atmospheric or pavement surface temperature is 45 degrees F and falling. When either atmospheric or pavement surface temperature is 55 degrees F or less at the time of placement/application, the Contractor shall provide an acceptable temperature reference for review by the Engineer.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 14 days prior to use on the project.

a. Concrete saw. Not used.

b. Sandblasting equipment. Sandblasting is not allowed.

c. Waterblasting equipment. Not used.

d. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

e. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 Type II crack sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the crack to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer

for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

605-3.3 Preparation of cracks. Prior to crack sealant application, pavement cracks must be prepared per Items P-101-3.2 and P-101-3.9.

a. Sawing. Not used.

b. Sealing. Not used.

c. Backer Rod. Not used.

d. Bond-breaking tape. Not used.

605-3.4 Installation of sealants. Cracks shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the crack sealing operations, perform a final cleaning with compressed air. Fill the cracks from the bottom up to 1/8 inch (±1/16 inch) below the top of pavement surface. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the crack faces in accordance with the manufacturer's instructions. Check the cracks frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor shall inspect the crack sealant for proper rate of cure and set, bonding to the crack walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the crack, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Crack sealing material shall be considered incidental to Items P-101-5.1 and P-101-5.2. No separate measurement or payment shall be made.

BASIS OF PAYMENT

605-5.1 No payment for crack sealing material shall be made, and the work shall be considered incidental to Items P-101-5.1 and P-101-5.2.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt]

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids

END ITEM P-605

Item P-608 Emulsified Asphalt Seal Coat

DESCRIPTION

608-1.1 This item shall consist of the application of a emulsified asphalt surface treatment composed of an emulsion of natural and refined asphalt materials, water and a polymer additive, for taxiways and runways with the application of a suitable aggregate to maintain adequate surface friction; and airfield secondary and tertiary pavements including low-speed taxiways, shoulders, overruns, roads, parking areas, and other general applications with or without aggregate applied as designated on the plans. The terms seal coat, asphalt sealer, and asphalt material are interchangeable throughout this specification. The term emulsified asphalt means an emulsion of natural and refined asphalt materials.

MATERIALS

608-2.1 Aggregate. The aggregate material shall be a dry, clean, dust and dirt free, sound, durable, angular shaped manufactured specialty sand, such as that used as an abrasive, with a Mohs hardness of 6 to 8. The Contractor shall submit the specialty sand manufacturer's technical data and a manufacturer's Certificate of Analysis (COA) indicating that the specialty sand meets the requirements of the specification to the RPR prior to start of construction. The sand must be approved for use by the RPR and shall meet the following gradation limits when tested in accordance with ASTM C136 and ASTM C117:

Aggregate Material Gradation Requirements[1]

Sieve Designation (square openings)	Individual Percentage Retained by Weight
No. 10 (2.00 mm)	0
No. 14 (1.41 mm)	0-4
No. 16 (1.18 mm)	0-8
No. 20 (850 µm)	0-35
No. 30 (600 µm)	20-50
No. 40 (425 µm)	10-45
No. 50 (300 µm)	0-20
No. 70 (212 µm)	0-5
No. 100 (150 µm)	0-2
No. 200 (75 µm)	0-2

The Contractor shall provide a certification showing particle size analysis and properties of the material delivered for use on the project. The Contractor's certification may be subject to verification by testing the material delivered for use on the project.

608-2.2 Asphalt Emulsion. The asphalt emulsion shall meet the properties in the following table:

Concentrated Asphalt Emulsion Properties

Properties	Specification	Limits
Viscosity, Saybolt Furol at 77°F (25°C)	ASTM D7496	20 – 100 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	57% minimum
Sieve Test	ASTM D6933	0.1% maximum
24-hour Stability	ASTM D6930	1% maximum
5-day Settlement Test	ASTM D6930	5.0% maximum
Particle Charge [1]	ASTM D7402	Positive 6.5 maximum pH

[1] pH may be used in lieu of the particle charge test which is sometimes inconclusive in slow setting, asphalt emulsions.

The asphalt material base residue shall contain not less than 20% gilsonite, or uintaite and shall not contain any tall oil pitch or coal tar material and shall contain no less than one percent (1%) polymer.

Tests on Residue from Distillation or Evaporation

Properties	Specification	Limits
Viscosity at 275°F (135°C)	ASTM D4402	1750 cts maximum
Solubility in 1, 1, 1 trichloroethylene	ASTM D2042	97.5% minimum
Penetration	ASTM D5	50 dmm maximum
Asphaltenes	ASTM D2007	15% minimum
Saturates	ASTM D2007	15% maximum
Polar Compounds	ASTM D2007	25% minimum
Aromatics	ASTM D2007	15% minimum

The asphalt emulsion, when diluted in the volumetric proportion of one part concentrated asphalt material to one part hot water and shall have the following properties:

One-to-One Dilution Emulsion Properties

Properties	Specification	Limits
In Ready-to-Apply Form, one part concentrate to one part water, by volume		
Viscosity, Saybolt Furol at 77°F (25°C)	ASTM D7496	5 – 50 seconds
Residue by Distillation or Evaporation	ASTM D6997 or ASTM D6934	28.5% minimum
Pumping Stability [1]		Pass

[1] Pumping stability is tested by pumping one pint (475 ml) of seal coat diluted one (1) part concentrate to one (1) part water, at 77°F (25°C), through a 1/4-inch (6 mm) gear pump operating 1750 rpm for 10 minutes with no significant separation or coagulation.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

The asphalt material storage and handling temperature shall be between 50°F - 160°F (10°C - 70°C) and the material shall be protected from freezing, or whenever outside temperature drops below 40°F (4°C) for prolonged time periods.

Contractor shall provide a list of airport pavement projects, exposed to similar climate conditions, where this product has been successfully applied within at least 5 years of the project.

608-2.3 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use. Water used in making and diluting the emulsion shall be potable, with a maximum hardness of 90ppm calcium and 15ppm magnesium; deleterious iron, sulfates, and phosphates maximum 7ppm, and less than 1ppm of organic byproducts. Water shall be a minimum of 140°F (60°C) prior to adding to emulsion.

608-2.4 Polymer. The polymer shall meet the properties in the following table:

Polymer Properties

Properties	Limits
Solids Content	47% to 65%, Percent by Weight
Weight	8.0 to 9.0 pounds/gallon
pH	3.0 to 8.0
Particle Charge	Nonionic/Cationic
Mechanical Stability	Excellent
Film Forming Temperature, °C	+5°C, minimum
Tg, °C	22°C, maximum

The manufacturer shall provide a copy of the Certificate of Analysis (COA) for the polymer used in the seal coat; and the Contractor shall include the COA with the emulsified asphalt COA when submitting to the RPR.

608-2.5 Seal Coat with Aggregate. The Contractor shall submit friction test data from no less than one of the airport projects identified under 608-2.2. The test data must be from the same project and include technical details on application rates, aggregate rates, and point of contact at the airport to confirm use and success of sealer with aggregate.

Friction test data in accordance with AC 150/5320-12, at 40 or 60 mph (65 or 95 km/h) wet, must include as a minimum; the friction value prior to sealant application; two values, between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value between 180 days and 360 days after the application. The results of the tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface.

Seal coat material submittal without required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

COMPOSITION AND APPLICATION RATE

608-3.1 Application Rate. The approximate amounts of materials per square yard (square meter) for the asphalt surface treatment shall be as provided in the table for the treatment area(s) at the specified dilution rate(s) as noted on the plans. The actual application rates will vary within the range specified to suit field conditions and will be recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation.

Application Rate

Dilution Rate	Quantity of Emulsion gal/yd^2	Quantity of Aggregate lb/yd^2
1:1	0.10-0.17	0.20-0.50

608-3.2 Control areas and control strips. Prior to full application, the control strip must be accepted by the RPR. The surface preparation, personnel, equipment, and method of operation used on the test area(s) and control strip(s) shall be the same as used on the remainder of the work.

A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of both emulsion and aggregate to be approved by the RPR.

A test area(s) and control strip(s) shall be applied for each differing asphalt pavement surface identified in the project. The test area(s) and control strip(s) shall be used to determine the material application rate(s) of both emulsion and sand prior to full production.

a. **For taxiway, taxilane and apron surfaces.** Prior to full application, the Contractor shall place test areas at varying application rates as recommended by the Contractor's manufacturer's representative to determine appropriate application rate(s). The test areas will be located on representative section(s) of the pavement to receive the asphalt surface treatment designated by the RPR.

b. **For runway and high-speed exit taxiway surfaces.** Not used.

CONSTRUCTION METHODS

608-4.1 Worker safety. The Contractor shall obtain a Safety Data Sheet (SDS) for both the asphalt emulsion product and sand and require workmen to follow the manufacturer's recommended safety precautions.

608-4.2 Weather limitations. The asphalt emulsion shall be applied only when the existing pavement surface is dry and when the weather is not foggy, rainy, or when the wind velocity will prevent the uniform application of the material. No material shall be applied in strong winds that interfere with the uniform application of the material(s), or when dust or sand is blowing or when rain is anticipated within eight (8) hours of application completion. The atmospheric temperature and the pavement surface temperature shall both be at, or above 60°F (16°C) and rising. Seal coat shall not be applied when pavement temperatures are expected to exceed 130ºF within the subsequent 72 hours if traffic will be opened on pavement within those 72 hours. During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective

marking and in-pavement duct markers as necessary to protect against overspray before applying the emulsion. Should emulsion get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

608-4.3 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Pressure distributor. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight (8) miles per hour (13 km per hour) or seven hundred (700) feet per minute (213 m per minute). The equipment will be tested under pressure for leaks and to ensure proper set-up before use. The Contractor will provide verification of truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application per nozzle manufacturer, spray-bar height and pressure and pump speed appropriate for the viscosity and temperature of sealer material, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a 12-foot (3.7-m), minimum, spray bar with individual nozzle control. The distributor truck shall be capable of specific application rates in the range of 0.05 to 0.25 gallons per square yard (0.15 to 0.80 liters per square meter). These rates shall be computer-controlled rather than mechanical. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion, and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy.

The distributor truck shall effectively heat and mix the material to the required temperature prior to application in accordance with the manufacturer's recommendations.

The distributor shall be equipped with a hand sprayer to spray the emulsion in areas not accessible to the distributor truck.

b. Aggregate spreader. The asphalt distributor truck will be equipped with an aggregate spreader mounted to the distributor truck that can apply sand to the emulsion in a single pass operation without driving through wet emulsion. The aggregate spreader shall be equipped with a variable control system capable of uniformly distributing the sand at the specified rate at varying application widths and speeds. The aggregate spreader must be adjusted to produce an even and accurate application of specified aggregate. Prior to any seal coat application, the aggregate spreader will be calibrated onsite to ensure acceptable uniformity of spread. The RPR will observe the calibration and verify the results. The aggregate spreader will be re-calibrated each time the aggregate rate is changed either during the application of test strips or production. The Contractor may consult the seal coat manufacturer representative for procedure and guidance. The sander shall have a minimum hopper capacity of 3,000 pounds (1361 kg) of sand. Push-type hand sanders will be allowed for use around lights, signs and other obstructions, if necessary.

c. Power broom/blower. A power broom and/or blower shall be provided for removing loose material from the surface to be treated.

d. **Equipment calibration.** Asphalt distributors must be calibrated within the same construction season in accordance with ASTM D2995. The Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

608-4.4 Preparation of asphalt pavement surfaces. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and then treat these areas with a spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

608-4.5 Emulsion mixing. The application emulsion shall be obtained by blending asphalt material concentrate, water and polymer, if specified. Always add heated water to the asphalt material concentrate, never add asphalt material concentrate to heated water. Mix one part heated water to one part asphalt material concentrate, by volume.

Add 1% polymer, by volume, to the emulsion mix. If the polymer is added to the emulsion mix at the plant, submit weight scale tickets to the RPR. As an option, the polymer may be added to the emulsion mix at the job site provided the polymer is added slowly while the asphalt distributor truck circulating pump is running. The mix must be agitated for a minimum of 15 minutes or until the polymer is mixed to the satisfaction of the RPR.

608-4.6 Application of asphalt emulsion. The asphalt emulsion shall be applied using a pressure distributor upon the properly prepared, clean and dry surface at the application rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated treatment area. The asphalt emulsion should be applied at a temperature between 130°F (54°C) and 160°F (70°C) or in accordance with the manufacturer's recommendation.

If low spots and depressions greater than 1/2 inch (12 mm) in depth in the pavement surface cause ponding or puddling of the applied materials, the pavement surface shall be lightly broomed with a broom or brush type squeegee until the pavement surface is free of any pools of excess material.

During all applications, the surfaces of adjacent structures shall be protected to prevent their being spattered or marred.

608-4.7 Application of aggregate material. Immediately following the application of the asphalt emulsion, friction sand at the rate recommended by the manufacturer's representative and approved by the RPR from the test area/sections evaluation for each designated application area, shall be spread uniformly over the asphalt emulsion in a single-pass operation simultaneous with the sealer application. The aggregate shall be spread to the same width of application as the asphalt material and shall not be applied in such thickness as to cause blanketing.

Sprinkling of additional aggregate material, and spraying additional asphalt material over areas that show up having insufficient cover or bitumen, shall be done by hand whenever necessary. In areas where hand work is necessitated, the sand shall be applied before the sealant begins to break.

Minimize aggregate from being broadcast and accumulating on the untreated pavement adjacent to an application pass. Prior to the next application pass, the Contractor shall clean areas of excess or loose aggregate and remove from project site.

QUALITY CONTROL (QC)

608-5.1 Manufacturer's representation. The manufacturer's representative knowledgeable of the material, procedures, and equipment described in the specification is responsible to assist the Contractor and RPR in determining the appropriate application rates of the emulsion and aggregate, as well as recommendations for proper preparation and start-up of seal coat application. Documentation of the manufacturer representative's experience and knowledge for applying the seal coat product shall be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative shall be included in the Contractor's bid price.

608-5.2 Contractor qualifications. The Contractor shall provide documentation to the RPR that the seal coat Contractor is qualified to apply the seal coat, including personnel, and equipment, and has made at least three (3) applications similar to this project in the past two (2) years.

MATERIAL ACCEPTANCE

608-6.1 Application rate. The rate of application of the asphalt emulsion shall be verified at least twice per day.

608-6.2 Friction tests. Not used.

METHOD OF MEASUREMENT

608-7.1 Emulsified Asphalt surface treatment (Fog Seal). The quantity of asphalt surface treatment shall be measured by the square yards of material applied in accordance with the plans and specifications and accepted by the RPR.

The Contractor must furnish the RPR with the certified weigh bills when materials are received for the asphalt material used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

BASIS OF PAYMENT

608-8.1 Payment shall be made at the contract unit price per square yard for the asphalt surface treatment applied and accepted by the RPR. This price shall be full compensation for all surface preparation, furnishing all materials, delivery and application of these materials, for all labor, equipment, tools, and incidentals necessary to complete the item and any costs associated with furnishing a qualified manufacturer's representative to assist with control strips.

Payment will be made under:

Item P-608-8.1 Fog Seal – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D5	Standard Test Method for Penetration of Asphalt Materials
ASTM D244	Standard Test Methods and Practices for Emulsified Asphalts
ASTM D2007	Standard Test Method for Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method
ASTM D2042	Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D4402	Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys

Advisory Circulars (AC)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces
AC 150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements

END OF ITEM P-608

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
Waterborne Type II	Yellow	33538 or 33655	115 ft^2/gal	Type I, Gradation A	7 lb/gal
Waterborne Type II	White	37295	115 ft^2/gal	Type I, Gradation A	7 lb/gal

[1] See paragraph 620-2.2a

[2] See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings, unless otherwise shown.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans, or as described in the specifications.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the

dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

The first application of pavement markings shall be applied after sufficient time has allowed the seal coat to cure completely. The first application of pavement markings shall be applied at a rate of 25% to 50% of the maximum application rate shown in **Table 1**. The first application of pavement markings shall not include glass beads.

The second application of pavement markings shall be per the application rate shown in **Table 1**. The second application of pavement markings shall include glass beads for all yellow and white pavement markings shown in **Table 1**.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Not used.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m^2/lux		
	White	**Yellow**	**Red**
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than[1]	100	75	10

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1 Refer to Item P-101 for measurement of surface preparation.

620-4.2 The quantity of markings (first and second applications) to be paid for shall be measured by the number of square feet (square meters) of**.**

620-4.3 The quantity of reflective media shall be considered incidental to other applicable bid items. No separate measurement of reflective media shall be made.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a Refer to Item P-101 for surface preparation payment.

620-5.1b Payment for markings shall be made at the contract price for by the number of square feet of painting.

620-5.3c Payment for reflective media shall be considered incidental to other applicable bid items. No separate measurement of reflective media shall be made.

Payment will be made under:

Item P-620-5.2a	Pavement Marking (First Application) - per square foot
Item P-620-5.2b	Pavement Marking (Second Application) - per square foot

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

Item P-626 Emulsified Asphalt Slurry Seal Surface Treatment

DESCRIPTION

626-1.1 This item shall consist of a mixture of emulsified asphalt, polymer, mineral aggregate, and water properly proportioned, mixed, and spread on an asphalt pavement surface,. The application of the surface treatment shall be in accordance with these specifications and shall conform to the dimensions shown on the plans or as directed by the Resident Project Representative (RPR).

MATERIALS

626-2.1 Aggregate. The aggregate shall consist of sound and durable manufactured sand, slag, crusher fines, crushed stone, or a combination. The aggregate shall be clean and free from vegetable matter, dirt, and other deleterious substances. The aggregate shall have a sand equivalent of not less than 45 percent when tested in accordance with ASTM D2419. The aggregate shall show a loss of not more than 35 percent when tested in accordance with ASTM C131. The sodium sulfate soundness loss shall not exceed 12 percent, or the magnesium soundness loss shall not exceed 20 percent after 5 cycles when tested in accordance with ASTM C88. Aggregate shall be 100% crushed.

The combined aggregate shall conform to the gradation shown in Table 1 when tested in accordance with ASTM C136 and ASTM C117.

Table 1. Gradation of Aggregates

Sieve Size	Percent by Weight Passing Sieve
	Type *
3/8 inch	100
No. 4	100
No. 8	90 - 100
No. 16	65 - 90
No. 30	40 - 65
No. 50	25 - 42
No. 100	15 - 30
No. 200	10 - 20
Residual asphalt content percent dry weight of aggregate	10% - 16%

The job mix formula (mix design) shall be run using aggregate within the gradation band for the desired type shown in Table 1. Once the mix design has been submitted and approved by the RPR, the aggregate used on the project shall not vary by more than the tolerances shown in Table 2. At no time shall the aggregate used go out of the gradation band in Table 1.

The aggregate will be accepted at the job location or stockpile based on five gradation test samples in accordance with ASTM D75. If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out of tolerance, the Contractor will be

given the choice either to remove the material or blend other aggregates with the stockpile material to bring it into specification. Materials used in blending shall meet the quality tests before blending and shall be blended in a manner to produce a consistent gradation. This blending may require a new mix design.

Screening shall be required at the project stockpile site if there are oversize materials in the mix.

Precautions shall be taken to prevent segregation of the aggregate in storing and handling. The stockpile shall be kept in areas that drain readily.

a. Aggregate Tolerance. Once the mix design has been accepted, the aggregate gradation used on the project may vary from the aggregate gradation used in the mix design on each sieve by the percentages shown in Table 2. If the project aggregate fails to remain within this tolerance, a new mix design will be required by the RPR at the expense of the Contractor.

Table 2. Aggregate Tolerance

Sieve Size	Tolerance, percent by weight passing sieve
3/8 inch	
No. 4	±5%
No. 8	±5%
No. 16	±5%
No. 30	±5%
No. 50	±4%
No. 100	±3%
No. 200	±2%
Residual Asphalt, percent dry weight of aggregate	±1%

626-2.2 Mineral filler. If mineral filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D242 and shall be used in the amounts required by the mix design. The mineral filler shall be considered as part of the aggregate.

626-2.3 Emulsified asphalt. The emulsified asphalt shall conform to the requirements of ASTM D3628. The cement mixing test is waived for these slurry type emulsions. The type of emulsified asphalt shall be either anionic or cationic, whichever is best suited to the aggregate and job conditions to be encountered.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

626-2.4 Polymer. The Contractor shall submit manufacturer's technical data, the manufacturer's certification indicating that the polymer meets the requirements of the specification, and the asphalt material manufacturer's approval of its use to the RPR.

626-2.5 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

COMPOSITION AND APPLICATION

626-3.1 Composition. The slurry seal shall consist of a mixture of emulsified asphalt, mineral aggregate, a minimum of 1% polymer, additives as necessary, and water.

626-3.2 Job mix formula. The mix design shall be developed by a laboratory with experience in designing slurry seal mixes and a signed copy shall be submitted in writing by the Contractor to the RPR at least 10 days prior to the start of operations. No slurry seal for payment shall be placed until a mix design has been approved by the RPR.

The laboratory report (mix design) shall indicate the proportions of aggregates, mineral filler (minimum and maximum), water (minimum and maximum), polymer (%), and asphalt emulsion based on the dry aggregate weight. It shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effects). The mix design shall be in effect until modified in writing by the RPR. If the sources of materials change, a new mix design shall be established before the new material is used.

The Contractor shall submit to the RPR for approval a complete mix design on the materials proposed for use, prepared and certified by an approved laboratory. Compatibility of the aggregate, emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate and grade of emulsified asphalt that the Contractor will provide on the project. At a minimum, the required tests and values needed are as follows:

Slurry Mix Tests

ISSA Technical Bulletin No.	Description	Specification
ISSA TB-100	Wet track abrasion loss one hour soak	50 g/ft² Max
ISSA TB-115	Determination of Slurry System Compatibility	Pass

626-3.3 Application rate. Unless otherwise specified, the slurry seal shall be applied at the application rates shown in Table 3.

Table 3. Slurry Application Rates

Mix Measurement	I
Pounds of mixture per square yard	**8-12**

The rate of application shall not vary more than ±2 pounds per square yard (±1.1 km per square meter).

626-3.4 Control strips. Control strips shall be placed prior to the start of the slurry seal work in the presence of the RPR. The test area will be located on the existing pavement and designated by the RPR. Control strips shall be made by each machine after calibration. Separate control strips by a minimum of 200 feet between sections. Samples of the slurry seal may be taken and the mix consistency verified by using ISSA TB-106 Measurement of Slurry Seal Consistency test. In addition, the proportions of the individual materials may be verified by the RPR by using the calibration information provided after machine calibration. If any test does not meet specification requirements, additional tests shall be made at the expense of the Contractor, until an acceptable control strip is placed.

A qualified slurry seal Contractor's representative shall be present in the field to assist the Contractor in applying test areas and/or control strips to determine the optimum application rate of both emulsion and aggregate.

CONSTRUCTION METHODS

626-4.1 Weather limitations. The slurry seal shall not be applied if either the pavement or air temperature is below 50°F and falling but may be applied when both pavement and air temperature are above 45°F and rising. No slurry seal shall be applied when there the finished product will freeze before 24 hours. Do not apply slurry seal during rain or other adverse weather conditions. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

626-4.2 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of this work.

a. Slurry mixing equipment. The machine shall be specifically designed and manufactured to lay slurry seal. The material shall be mixed by a self-propelled slurry seal mixing machine of either truck mounted or continuous run design. Either type machine shall be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, and water to a revolving mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for materials to maintain an adequate supply to the proportioning controls.

If continuous run equipment is used, the machine shall be equipped to allow the operator full control of the forward and reverse speed of the machine during application of the slurry seal, with a self-loading device, with opposite side driver stations, all part of original equipment manufacturer design.

The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients. No excessive mixing shall be permitted. The mixing machine shall be equipped with a fines feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed into the mixer.

The mixing machine shall be equipped with a water pressure system and fog-type spray bar adequate for complete fogging of the surface with an application of 0.05 to 0.10 gallon per square yard (0.23 to 0.45 liter per square meter) preceding the spreading equipment.

Sufficient machine storage capacity to mix properly and apply a minimum of 5 tons (4500 kg) of the slurry shall be provided. Proportioning devices shall be calibrated prior to placing the slurry seal.

b. Slurry spreading equipment. The mixture shall be spread uniformly by means of a conventional surfacing spreader box attached to the mixer and equipped to agitate and spread the material evenly throughout the box. A front seal shall be provided to ensure no loss of the mixture at the surface contact point. The rear seal shall act as the final strike-off and shall be adjustable. The spreader box and rear strike-off shall be designed and operated to produce a free flow of material of uniform consistency to the rear strike-off. The spreader box shall provide suitable means to side shift the box to compensate for variations in the pavement geometry. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a uniform mat.

c. Auxiliary equipment. Other tools or equipment such as brushes, hand squeegees, hose equipment, tank trucks, water distributors and flushers, power blowers, barricades, etc., shall be provided as required.

d. Roller. The roller, if required, shall be a self-propelled pneumatic-tired roller capable of exerting a contact pressure during rolling of 50 lb / sq inch (350 Newtons per square meter). It shall be equipped with a water spray system, to be used if the slurry is picking up on the tires during rolling.

e. Tack coat and distributor. Normally a tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt and three parts water. The emulsified asphalt may be the same as that used in the mix. Pressure distributors used for application of the diluted asphalt emulsion tack coat shall be self-propelled, equipped with pneumatic tires, and capable of uniformly applying 0.05 to 0.15 gallon per square yard (0.23 to 0.68 liter per square meter) of the diluted emulsion over the required width of application. Distributors shall be equipped with tachometers, pressure gauges, and volume-measuring devices. The tack coat shall be applied at least two (2) hours before the slurry seal but within the same day.

626-4.3 Equipment calibration. Each slurry mixing unit to be used on the project shall be calibrated in the presence of the RPR prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted by the RPR provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted by the RPR.

626-4.4 Preparation of existing surface. Clean pavement surface immediately prior to placing the seal coat by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with Item P-101, paragraph 101-3.6.

626-4.5 Application of slurry seal surface treatment. The surface shall be pre-wet ahead of the slurry spreader box by fogging at a rate that dampens the surface with no apparent standing water. The slurry mixture shall be at the desired consistency when exiting the mixer. Total time of mixing shall not exceed two (2) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader box at all times so that complete coverage of all surface voids and cracks is obtained. Care shall be taken not to overload the spreader box which shall be towed at a slow and uniform rate not to exceed 5 miles per hour (8 km per hour). No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and fines from the coarse aggregate will be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry shall be removed from the pavement surface. A sufficient amount of slurry shall be fed into the box to keep a full supply across the full width of the spreader box. The mixture shall not be permitted to overflow the sides of the spreader box. No breaking of the emulsion will be allowed in the spreader box. The finished surface shall have no more than four (4) tear or drag marks greater than 1/2-inch (12 mm) wide and 4-inch (100 mm) long in any 12-foot (3.7-m) by 22-foot (25-sq m) section. It shall have no tear or drag marks greater than 1 inch (25 mm) wide and 3-inch (15 mm) long.

The finished surface shall have no transverse ripples of 1/4-inch (6 mm) or more in depth, as measured with a 12-foot (3.7 meter) straightedge laid upon the surface.

Adjacent lanes shall be lapped at the edges a minimum of 2 inch (50 mm) with a maximum of 4 inch (100 mm) to provide complete sealing at the overlap. Construction longitudinal and transverse joints shall be neat and uniform without buildup, uncovered areas, or unsightly appearance. All joints shall have no more than 1/4-inch (6 mm) difference in elevation when measured across with a 12-foot (3.7 meter) straightedge.

The fresh slurry seal application shall be protected by barricades and markers and permitted to dry for four (4) to 24 hours, depending on weather conditions. Any damage to uncured slurry shall be repaired at the expense of the Contractor.

In areas where the spreader box cannot be used, the slurry shall be applied by means of a hand squeegee. Upon completion of the work, the seal coat shall have no holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement. The finished surface shall present a

uniform and skid resistant texture satisfactory to the RPR. All wasted and unused material and all debris shall be removed from the site prior to final acceptance.

Upon completion of the project, the Contractor shall sweep the finished surface with a conventional power rotary broom, to remove any potential loose material from the surface. The material removed by sweeping shall be disposed of in a manner satisfactory to the RPR.

626-4.6 Emulsion material (Contractor's responsibility). Samples of the emulsion that the Contractor proposes to use, together with a statement as to its source, shall be submitted, and approval shall be obtained before using such material. The Contractor shall submit to the RPR a manufacturer's certified report for each consignment of the emulsion. The manufacturer's certified report shall not be interpreted as a basis for final acceptance. All such reports shall be subject to verification by testing samples of the emulsion received for use on the project.

METHOD OF MEASUREMENT

626-5.1 Slurry Seal shall be measured on a square yard basis. Measurement shall include emulsion material, aggregate, and all other materials required to complete the work.

BASIS OF PAYMENT

626-6.1 Payment shall be made at the contract unit price per square yard of Type I Slurry Seal

These prices shall be full compensation for furnishing all materials, for preparing, mixing, and applying these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-626-6.1	Slurry Seal – per square yard

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures

ASTM D977	Standard Specification for Emulsified Asphalt
ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2397	Standard Specification for Cationic Emulsified Asphalt
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

International Slurry Surfacing Association (ISSA)

ISSA A-105	Recommended Performance Guidelines for Emulsified Asphalt Slurry Seal
ISSA TB-100	Laboratory Test Method for Wet Track Abrasion of Slurry Surfacing Systems
ISSA TB-106	Slurry Seal Consistency Template
ISSA TB-115	Test Method for Determination of Slurry System Compatibility

END OF ITEM P-626

CITY OF ASHLAND
Better Together

BID AND BID SCHEDULE

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ASHLAND, JACKSON COUNTY, OREGON, AS STATED IN THE COMPLETED BID SCHEDULE, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ASHLAND, CITY HALL, 20 EAST MAIN STREET, ASHLAND, OREGON 97520.

NAME OF BIDDER LTM Inc. dba Knife River Materials

CONTACT Joshua Rapp

ADDRESS 3959 Hamrick Rd

CITY Central Point **STATE** OR **ZIP** 97502

TELEPHONE NO. 541-770-2960

FAX NO. 541-664-4567

EMAIL ADDRESS Joshua.Rapp@kniferiver.com

To the Honorable Mayor and City Council
City Hall
City of Ashland
51 Winburn Way
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the construction of the ASHLAND MUNUCIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT No. 2024-03 (hereinafter "Project") for the City of Ashland, Oregon, as shown in the contract documents on file at City Community Development Building, which are a condition of this Bid as though they were attached. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. Refer to Part II – Federal Section 20 Proposal Requirements and Conditions paragraph 20-06 for additional information. The more stringent requirements shall apply. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid from a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules. Additional evaluation criteria are as follows:

   This contract will be funded, in part, by a grant from the Federal Aviation Administration. As such it will be subject to federal requirements. These include, but are not limited to:
   - Buy American Preferences;
   - Foreign Trade Restrictions;
   - Prevailing Wage Rates. All labor shall be paid no less than the minimum wage rates established by the US Secretary of Labor (Davis Bacon) or the State of Oregon (BOLI) whichever is greater;
   - Affirmative Action Requirements;
   - Government wide debarment and suspension provisions; and
   - Government wide requirements for drug-free workplace.

   Refer to Part II – Federal Section 10 through Section 90 and Supplementary Conditions. The more stringent Federal or City specifications shall apply.

   Refer to the Appendix for Federal Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects.

4. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

5. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

6. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

7. The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

   Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;

   Certificates of Insurance for Liability and property damage coverage;

   Certificates of Coverage for Workman Compensation and unemployment insurance;

   All other bonds, permits, licenses, etc. as required in the contract documents.

8. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

9. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

10. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

11. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

12. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

13. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for. Unit prices are to be shown in both words and figures. In case of any discrepancy, the amounts shown in words shall govern.

14. **Basis of Award is the total sum of Schedule A through Schedule D of the Bid Schedule below.**

15. Upon receipt of written notice of the acceptance of its bid, Bidder shall execute a formal contract with the City within ten (10) days, deliver surety bond or bonds as required, and deliver required proof of insurance. The bid security attached in the sum of five percent (5%) of the total price for the bid or combination of bids is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

16. If the proposed bid price will exceed $50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis-Bacon Act requirements. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

17. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

18. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of 10% of bid, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option,

determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

19. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

20. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

21. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

22. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to initiate and complete this Project by the date stated below.

    - The work shall be commenced within ten (10) business days after receipt of the written Notice to Proceed.
    - The work shall be completed in all respects within 45 calendar days from Notice to Proceed.
        - One Runway closure of 5 consecutive calendar days is allowed. This closure shall occur within the 45 consecutive calendar day period.
        - Work in Work Area #1 (WA #1) & Work Area #2 (WA #2) shall be completed in 5 consecutive calendar days. If work is not complete within the 5 consecutive calendar day period, liquidated damages as set forth in the specifications will be assessed. Work exempt from the 5 calendar day requirement during Phase I includes the second application of pavement markings. Work in WA #1 & WA #2 shall be complete at the conclusion of the 5 consecutive calendar days and the Airport shall be fully operational.
        - Work in WA #3 shall occur within the 45 consecutive calendar day window, and shall be completed in 40 consecutive calendar days. If work is not complete within the 40 consecutive calendar day period, liquidated damages as set forth in the specifications will be assessed. Work exempt from the 40 consecutive calendar day requirement for WA #3 includes the second application of pavement markings.

- The time allowed for the final application of painted pavement markings is 2 calendar days. The airport shall be open to air traffic at the conclusion of the time allowed. If work is not complete within the 2 calendar day period, liquidated damages as set forth in this proposal will be assessed
- The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.

23. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

24. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

25. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
    - The Bidder is __X__ or is not _____ a Resident Bidder as defined in ORS 279A.120.

26. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

27. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

28. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

29. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this contract.

30. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

31. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

32. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on City's website (www.ashland.or.us) at the Public Works page. The addenda may be downloaded or picked up at the Department of Public Works, 51 Winburn Way, Ashland, Oregon. The bidder must check the website and Public Works bulletin board frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER __1__ THROUGH __1__ HAVE BEEN REVIEWED

33. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.

34. Instructions for First-Tier Subcontractors Disclosure.

    Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, you must disclose the following information about that subcontract within two working hours of bid closing:

    - The subcontractor's name and address;
    - The subcontractor's Construction Contractor Board registration number, if one is required, and;
    - The subcontract dollar value.

    If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form. Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

    THE CITY MAY REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION WITHIN TWO HOURS OF BID CLOSING.

    THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

    The disclosure should be submitted on the First-Tier Subcontractor Disclosure Form attached to this Invitation to Bid.

35. **Bidder Information and Signature**

LTM Inc. dba Knife River Materials
Firm Name of Bidder

Signature of Bidder

Tyler Douglas
Printed Name of Bidder

Construction General Manager
Official Title

Oregon
State of Incorporation

56603
CCB Number

Dated this 30th day of April 2026.

Name of Bidder LTM Inc. dba Knife River Materials

Address 3959 Hamrick Rd Central Point, OR 97502

Telephone No. 541-770-2960

BID SCHEDULE
ASHLAND MUNICIPAL AIRPORT – RUNWAY AND TAXILANE REHABILIATION PROJECT
Project No. 2024-03

SCHEDULE A-D (BASIS OF AWARD)
BID TOTAL $922,748.80

Tyler Douglas

Name of Authorized Representative *Total Written in Dollars*

4/30/2026

Authorized Representative Signature *Date*

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule A - Base Bid - Runway and Taxiway Connector Rehabilitation					
1	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1	24,000.00	24,000.00
2	Safety Plan Compliance Document	01300	LS	1	3,000.00	3,000.00
3	Temporary Flagging, Marking, and Signing	01300	LS	1	10,000.00	10,000.00
4	Low Level Barricades	01300	LS	1	35,000.00	35,000.00
5	Construction Staking	01406	LS	1	7,700.00	7,700.00
6	FOD Prevention Controls	P-100	LS	1	3,000.00	3,000.00
7	Removal of Foreign Substance/Contaminates	P-101	LS	1	3,000.00	3,000.00
8	Pavement Marking Removal	P-101	SF	6,760	1.95	13,182.00
9	Route & Seal Crack Repair	P-101	LF	7,120	4.80	34,176.00
10	Heat & Seal Crack Repair	P-101	LF	1,460	3.00	4,380.00
11	Slurry Seal	P-626	SY	31,110	3.30	102,663.00
12	Pavement Marking (First Application)	P-620	SF	6,760	1.75	11,830.00
13	Pavement Marking (Second Application)	P-620	SF	7,650	1.70	13,005.00
					Total Schedule A Cost Estimate	$264,936.00

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule B - Base Bid - Taxilane Reconstruction					
14	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1	5,000 00	5,000 00
15	Construction Staking	01406	LS	1	3,400 00	3,400 00
16	Inlet Protection	C-102	EA	2	400 00	800 00
17	FOD Prevention Controls	P-100	LS	1	2,000 00	2,000 00
18	Pothole Utility Crossings	P-152	LS	1	3,000 00	3,000 00
19	Aggregate Shoulder Regrade	P-208	LS	1	4,000 00	4,000 00
20	Asphalt Concrete Pavement Removal	P-101	SY	380	11.80	4,484 00
21	Unclassified Excavation	P-152	CY	90	65 00	5,850 00
22	Unsuitable Excavation	P-152	CY	10	69 00	690 00
23	Subgrade Stabilization	P-152	CY	10	108 00	1,080 00
24	Geotextile Fabric	P-152	SY	90	5.50	495 00
25	Geogrid	P-152	SY	40	8 00	320 00
26	ODOT Aggregate Base Course	P-208	CY	90	105 00	9,450 00
27	ODOT Asphalt Mix Pavement Surface Course	P-403	TON	70	219 00	15,330 00
28	Pavement Marking (First Application)	P-620	SF	200	4.50	900 00
29	Pavement Marking (Second Application)	P-620	SF	200	4.60	920 00
					Total Schedule B Cost Estimate	$57,719

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule C - Base Bid - North Taxilane Rehabilitation					
30	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1	37,000 00	37,000 00
31	Construction Staking	01406	LS	1	5,300 00	5,300 00
32	Inlet Protection	C-102	EA	6	200 00	1,200 00
33	FOD Prevention Controls	P-100	LS	1	5,000 00	5,000 00
34	Pavement Marking Removal	P-101	SF	705	2 00	1,410 00
35	Asphalt Concrete Pavement Removal	P-101	SY	5,521	7 00	38,647 00
36	Aspalt Pavement Patch	P-101	SF	240	6 00	1,440 00
37	Route & Seal Crack Repair	P-101	LF	1,000	4 80	4,800 00
38	Heat & Seal Crack Repair	P-101	LF	2,500	3 00	7,500 00
39	Wide Crack Repair	P-101	LF	300	17 00	5,100 00
40	Unclassified Excavation	P-152	CY	920	50 00	46,000 00
41	ODOT Aggregate Base Course	P-208	CY	920	110 00	101,200 00
42	ODOT Asphalt Mix Pavement Surface Course	P-403	TON	1,025	148 00	151,700 00
43	Fog Seal	P-608	SY	4,560	4 00	18,240 00
44	Slurry Seal	P-626	SY	2,330	3.30	7,689 00
45	Pavement Marking (First Application)	P-620	SF	1,360	1.75	2,380 00
46	Pavement Marking (Second Application)	P-620	SF	1,550	1.70	2,635 00
					Total Schedule C Cost Estimate	$437,241 00

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule D - Base Bid - South Taxilane Rehabilitation					
47	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1	10,500.00	10,500.00
48	Construction Staking	01406	LS	1	3,510.00	3,510.00
49	Inlet Protection	C-102	EA	2	300.00	600.00
50	FOD Prevention Controls	P-100	LS	1	4,500.00	4,500.00
51	Asphalt Concrete Pavement Removal	P-101	SY	2,537	8.00	20,296.00
52	Route & Seal Crack Repair	P-101	LF	95	4.80	456.00
53	Heat & Seal Crack Repair	P-101	LF	62	3.00	186.00
54	Unclassified Excation	P-152	CY	211	63.00	13,293.00
55	ODOT Aggregate Base Course	P-208	CY	210	165.00	34,650.00
56	ODOT Asphalt Mix Pavement Surface Course	P-403	TON	471	148.00	69,708.00
57	Slurry Seal	P-626	SY	376	3.30	1,240.80
58	Pavement Marking (First Application)	P-620	SF	430	4.50	1,935.00
59	Pavement Marking (Second Application)	P-620	SF	430	4.60	1,978.00
					Total Schedule D Cost Estimate	$162,852.80

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule E - Bid Additive - North Taxilane Hangar Rock					
60	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1	2,700 00	2,700 00
61	Construction Staking	01406	LS	1	1,000 00	1,000 00
62	Unclassified Excavation (6 IN)	P-152	CY	440	55 00	24,200 00
63	ODOT Aggregate Base Course	P-208	CY	382	136 00	51,952 00
					Total Schedule E Cost Estimate	$ 79,852 00

Bid Item	Description	Spec. Section	Unit	Quantity	Unit Price	Total Cost
	Schedule F - Bid Additive - Taxilane Shoulder Grading					
64	Mobilization (Limited to 10% of the Bid Schedule Cost)	C-105	LS	1	1,600 00	1,600 00
65	Construction Staking	01406	LS	1	910 00	910 00
66	Clearing and Grubbing	P-151	LS	1	3,700 00	3,700 00
67	Stripping	P-152	CY	90	36 00	3,240 00
68	Unclassified Excavation	P-152	CY	70	50 00	3,500 00
69	Embankement in Place	P-153	CY	5	180 00	900 00
70	ODOT Aggregate Base Course	P-208	CY	63	138 00	8,694 00
					Total Schedule F Cost Estimate	22,544 00
					Total Estimate Bid Construction Cost (Sch A - Sch D, Basis of Award)	$922,748.80
					Total Estimate Bid Construction Cost (Including Additives)	102,396.00

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

INSTRUCTIONS

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- Not later than two working hours after the time set for opening Bids. (For example, before 11:00 a.m. after a 9:00 a.m. Bid Opening.) Submit according to one of the following methods:
- Print the form from the Bid Booklet, fill it in, and either:
    - o Deliver to the following address where it can be time and date stamped

      City of Ashland
      Community Development and Engineering Services Building
      51 Winburn Way
      Ashland, OR 97520, or

    - o FAX it to (541) 488-6006.

The Agency is not responsible for partial, failed, illegible, or partially legible FAX transmissions or electronic submissions.

Instructions for First-Tier Subcontractor Disclosure

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement project in the "Notice to Contractors", or in other advertisement or solicitation documents is greater than $100,000, bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (1) 5% of the total project Bid, but at least $15,000, or (2) $350,000 regardless of the percentage of the total project Bid, you must disclose the following information about that subcontractor not later than two working hours after the time set for opening Bids:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If the Agency's cost range is greater than $100,000 and you will not be using any first-tier subcontractors, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

If the Agency's cost range is greater than $100,000 and you are not subject to the above disclosure requirements, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

To determine disclosure requirements, the Agency recommends that you disclose subcontract information for any subcontractor as follows:

1) Determine the lowest possible prime contract price. That will be the base Bid amount less all alternate deductive Bid amounts (exclusive of any options that can only be exercised after Bid award).

2) Provide the required disclosure information for any first-tier subcontractor whose potential contract services are greater than or equal to: (1) 5% of the lowest contract price, but at least $15,000, or (2) $350,000 regardless of the percentage. Total all possible work for each subcontractor in making this determination, (for example, if a subcontractor will provide $15,000 worth of services on the base Bid and $40,000 on an additive alternate, then the potential amount of the subcontractor's services is $55,000. Assuming that $55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the $15,000 services and the $40,000 services).

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Ashland Municipal Airport - Runway and Taxilane

Project Number 2024-03

Bid Opening Date 4/30/2026

Name of Bidding Contractor LTM Inc. dba Knife River Materials

☐ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS)*

Firm Name	Pave Northwest, Inc 92678 Meridian Rd Medford, OR 97454	Dollar Amount
Category of Work	Crack/Slurry Seal	$175,000

Firm Name		Dollar Amount
Category of Work		

Firm Name		Dollar Amount
Category of Work		

Firm Name		Dollar Amount
Category of Work		

Firm Name		Dollar Amount
Category of Work		

Firm Name		Dollar Amount
Category of Work		

Firm Name		Dollar Amount
Category of Work		

(Attach additional sheets as necessary)

EXHIBIT E

BONDS
CITY OF ASHLAND
STANDARD PUBLIC IMPROVEMENT CONTRACT

BID BOND

We, LTM, Inc. dba Knife River Materials, a corporation or partnership duly organized under the laws of the State of OR, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, Liberty Mutual Insurance Company, a corporation or partnership duly organized under the laws of the State of MA, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($ 10%)

Ten Percent of Amount Bid Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the ***ASHLAND MUNUCIPAL AIRPORT – RUNWAY AND TAXILANE REHABILITATION PROJECT No. 2024-03*** , which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 27th day of April, 2026.

Liberty Mutual Insurance Company	LTM, Inc. dba Knife River Materials
Surety	Principal
175 Berkeley Street, Boston, MA 02116	PO Box 1145, Medford, OR 97501
Address	Address
By: Haley Pflug	By:
Haley Pflug	Tyler Douglas - Construction General Manager
Attorney -in-Fact	

[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 27th day of April 20 26, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Notary Public

KELLY NICOLE ENGHAUSER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2031

Liberty Mutual SURETY

LTM Inc. dba Knife River Materials

POWER OF ATTORNEY

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

Certificate No: **8215801 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Julie Decker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Maci Scates, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN 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 19th day of March, 2026.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
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 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 Nathan J. Zangerle, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 27th day of April, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Oregon
Tina Kotek, Governor

Department of Transportation
ODOT Procurement Office - Construction
355 Capitol Street NE, MS#33
Salem OR, 97301
Phone: (503) 986-2710

January 23, 2025

LTM INC DBA KNIFE RIVER MATERIALS
ASIA BEKSTROM
PO BOX 1145
MEDFORD, OR 97501

Your prequalification application has been approved. This prequalification pertains only to the submission of bid proposals and does not cover your financial ability.

Your bids will be considered responsive on ODOT projects on or after: **February 01, 2025**
Your prequalification application is valid through: **January 31, 2027**
Your vendor number is: **CV20012835**
Work Classifications:

(AB)-AGGREGATE BASE
(ACP)-ASPHALT CONCRETE PAVING AND OILING
(EART)-EARTHWORK AND DRAINAGE
(LS)-LANDSCAPING
(PAVE)-PAVEMENT MARKINGS
(REIN)-BRIDGES AND STRUCTURES
(TTC)-TEMPORARY TRAFFIC CONTROL
(AC)-ROCK PRODUCTION
(BLD1)-BUILDINGS
(ELEC)-ELECTRICAL
(MHA)-MISC. HIGHWAY APPURTENANCES
(PCP)-PORTLAND CEMENT CONCRETE PAVING
(SIGN)-SIGNING (PERMANENT)

Applicants must update their prequalification application with ODOT when information changes. An addendum change form and instructions are available on our Bid and Award Information website at:
https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid_Award.aspx

This prequalification application covers Oregon Department of Transportation projects that are advertised on the ODOT Procurement Office - Construction Contract Unit website:
https://www.oregon.gov/ODOT/Business/Procurement/Pages/NTC.aspx

This prequalification application does not cover Oregon Department of Transportation projects advertised in OregonBuys which may be posted on our website.

ODOT eBIDS provides free downloading of plans and specifications and related bid documents. You will need to self register as a holder of bidding plans in order for your bid to be responsive for each project for which you submit a bid.
https://ecmnet.odot.state.or.us/ebidse/

If you wish to appeal any of the conditions of this prequalification you must notify this office in writing in accordance with ORS 279C.445 and ORS 279C.450 within three business days after receipt of this notice.

Kayleen Warner
Oregon Department of Transportation
Procurement Office - Construction Contracts Unit, MS#33
355 Capitol Street NE

ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS

THE CITY OF ASHLAND
ASHLAND MUNICIPAL AIRPORT
RUNWAY AND TAXILANE REHABILITATION PROJECT
A.I.P. #3-41-0002-017-2025
Ashland, Oregon

TO: All Plan Holders
DATE: March 21, 2022
PROJECT NO: FAA A.I.P. #3-41-0002-017-2025
CWEC #12403.009.01

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the above-mentioned project, bids due April 30, 2026, as fully and completely as if the same were fully set forth therein.

CONTRACT MANUAL

1. Refer to Bid Schdule, Revised as follows.
    a. Bid Item 8 – Quantity decreased to 6,760 SF
    b. Bid Item 12 – Quantity decreased to 6,760 SF
    c. Bid Item 34 – Quantity decreased to 705 SF
    d. Bid Item 45 - Quantity decreased to 1,360 SF
    e. Bit Item 46– Quantity increased to 1,550 SF

2. Refer to P-620, Revised as follows:
    a. Language added to section 620-3.3b "Quantity of fog seal for 'blocking out' of 'ghost markings' covered by P-608 Fog Seal".

CONTRACT DRAWINGS

1. Refer to drawing C-01, Revised as follows.
    a. Added callouts to 1/C-01 referring to new Note 7:
        i. "REMOVE ALL "GHOST" PAVEMENT MARKINGS ON THE RUNWAY. VERIFY THE MARKINGS WITH THE RPR".

    b. Added callout on 2/C-01 saying:
        i. "APPROXIMATELY 23 LF AND 36 LF OF PAVEMENT MARKING CURVES TO BE REMOVED. FOG SEAL OVER REMOVAL AREA WITH A 6-WIDE STRIP. VERIFY WITH RPR".

2. Refer to drawing C-02, Revised as follows.
    a. 2/C-02, Clarified general note callouts.

3. Refer to drawing C-04, Revised as follows.
    a. 1/C-04, Removed mentioning of wide crack repair on the runway.
    b. 2/C-04, Clarified that tack coat will be used in between lifts of asphalt for wide crack repair.

4. Refer to drawing C-05, add the following as Note 8:
    a. "APPLY A 6-INCH WIDE STRIPE OF FOG SEAL TO APPROXIMATELY 23 LF AND 36 LF; WHERE EXISTING PAVEMENT MARKINGS HAVE BEEN REMOVED AND THAT WILL NOT RECEIVE A SEAL COAT PER 2/C-05".

5. Refer to drawing C-07 Revised as follows.
    a. Added Curve Tables for pavement markings.
    b. Added to Note 1
        i. "MARKINGS SHALL BE REPLACED IN THE SAME LOCATION AFTER FOG SEAL, UNLESS MARKING IS IN THE CURVE TABLE".
    c. Added the following as Note 3:
        i. "FOR PROPOSED PAVEMENT MARKINGS OUTSIDE OF SURFACE SEAL LIMITS. APPLY FINAL PAVEMENT MARKINGS ON TOP OF EXISTING PAVEMENT MARKINGS".
    d. Revised callout of Runway Centerline to reference correct detail.

INFORMATIONAL ITEMS

1. A copy of the sign-in sheet from the voluntary Pre-Bid Conference is attached as an informational item.

2. Pre-Bid Meeting Notes are attached as an informational item.

QUESTIONS AND ANSWERS

Question 1: Will there be an additional staging area for taxilane work?

Answer: The City of Ashland will work with the Contractor to establish additional staging areas as needed.

Question 2: Are there any fire permit requirements?

Answer: Yes, the City of Ashland will obtain the fire permit. Contractor to obtain necessary equipment to fulfill the permit requirements.

BIDDERS SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE PROPOSAL. BIDS SUBMITTED WITHOUT ACKNOWLEDGEMENT OF THIS ADDENDUM IN THE PROPOSAL WILL BE CONSIDERED IRREGULAR.

Thomas Headley, P.E., CWRE
Sr. Project Manager
Century West Engineering
541.322.8962

EXHIBIT L

RESTRICTION ON FEDERAL PUBLIC WORKS PROJECTS

(a) General: This clause implements provisions contained in the Airport and airway Safety and Capacity Expansion Act of 1987, Public Law No. 100223.

(b) Restrictions on Contract Award: No contract will be awarded to a bidder (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms, published by the United States Trade Representative (USTR) or (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or (3) who incorporates in the project any production of a foreign country on such USTR List; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)

(c) Certification: By this page the bidder certifies that with respect to this solution, and any resultant contract the bidder:

1. Is _____ Is not __X__ a contractor of a foreign country included on the USTR list;

2. Has _____ Has not __X__ entered into any contract with a subcontractor of a foreign country included on the USTR list;

3. Has _____ Has not __X__ entered into any contract for any product to be used on this project that is produced in a foreign country included on the USTR list.

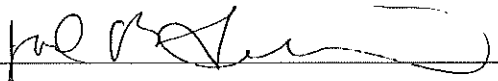
(d) The bidder may rely upon the certification of a prospective subcontractor for the above conditions unless the bidder has knowledge that the certification is erroneous.

(e) Erroneous Certification: This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the bidder knowingly rendered an erroneous certification, the sponsor may cancel this contract for default at no cost to the sponsor.

(f) Subcontracts: The bidder shall incorporate this clause, without modification, including this paragraph (f) in all solicitations and subcontracts under this contract.

(g) Applicability of 18 U.S.C. 1001: This certification concerns a matter within the jurisdiction of the federal Aviation Administration and the making of a false or fraudulent certification may render the maker subject to prosecution under Title 18, Unites States Code, Section 1001.

Firm Name LTM Inc. dba Knife River Materials

Authorized Signature 

Title Joel Frasieur - Vice President

Date 4/30/2026

EXHIBIT M

BUY AMERICAN PREFERENCE

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States; or
b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

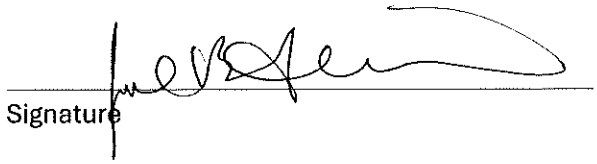
4/30/2026	
Date	Signature
LTM Inc. dba Knife River Materials	Joel Frasieur - Vice President
Company Name	Title

EXHIBIT N

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4/30/2026
Date

Signature

LTM Inc. dba Knife River Materials
Company Name

Joel Frasieur - Vice President
Title

EXHIBIT O

BIDDERS LIST

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below:

Firm Name	Address	CERTIFIED DBE (Y or N)	Age of Firm	GRS*
Pave Northwest	92678 Maxfield Rd, Eugene OR 97404	N	16 Y/o	2

*GRS – Annual Gross Receipts
Enter 1 for less than $1 million
Enter 2 for more than $1 million, less than $5 million
Enter 3 for more than $5 million, less than $10 million
Enter 4 for more than $10 million, less than $15 million
Enter 5 for more than $15 million

Council Business Meeting

Date: June 16, 2026

Agenda Item	Approval of a Construction Contract with Knife River Materials for the Hunter Park Tennis Court Rehabilitation Project #000864
Department	Parks & Recreation
From	Rachel Dials, Deputy Parks Director

TIME ESTIMATE

5 Minutes

CATEGORY

Contract Approval - as the contract board, confirm proper procedure with a motion to approve.

SUMMARY

fore the Council, acting as the local contract review board, is a request to approve a construction contract with
e River Materials for the Hunter Park Tennis Court Rehabilitation Project.

POLICIES, PLANS & GOALS SUPPORTED

ity infrastructure and facilities through timely maintenance and community investment.

s and Recreation Commission Capital Improvement Plan

BACKGROUND AND ADDITIONAL INFORMATION

Hunter Tennis courts were originally constructed in the early 1990s. This recreational facility has 8 tennis courts, a
ice hitting wall, court lighting and perimeter fencing. The Parks Department has noted a steady decline in the
itions of the facility which prompted this project and our grant application to the Oregon Parks and Recreation
artment Local Government Grant program. These tennis courts are the last public tennis courts available in
and and are heavily used by many, including the Ashland High School tennis team.

land Parks and Recreation staff held an open house regarding this project at the Ashland Senior Center on
'25, and received positive feedback regarding this project. This project had more public input at Parks
mission public meetings in March and April 2026 when the Park Commission revisited the topic of shared courts
ickleball and tennis. Ultimately, the Commission decided to keep Hunter Park courts for tennis only. This project
des the removal and replacement of all asphalt and court surfacing, new interior and exterior fencing, some minor
bing and new siding and paint for the practice hitting wall.

art of the formal contracting process required by procurement regulations, the Parks Department released an
ation to Bid via Oregonbuys on 4/23/26 (solicitation # S-KA0010-0016720). We received one bid from Knife River
rials on 5/26/26 in the amount of $643,430.00. Staff finds their bid to be complete and responsive. On 6/3/26,
issued a notice of Intent to Award to Knife River Materials.

FISCAL IMPACTS

This project is supported by grant funds from the Oregon Parks and Recreation Department Local Government Grant Program. This grant provides 60% matching funds up to a total of $720,000.00. The remaining 40% of the funds will come from the Parks Department capital improvement fund, which currently has $1,200,000.00 budgeted for this project in this fiscal year. This grant requires project completion no later than 12/31/2026. Staff are confident we can deliver this project to the community within these parameters.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Council, acting as the local contract review board, has the option to approve this contract or refer to staff to rebid the project or request that the project not be constructed. Staff recommend moving forward with the project.
I move to approve the construction contract with Knife River Materials for the Hunter Park Tennis courts Rehabilitation Project with a contract amount not to exceed $643,430.00.

REFERENCES & ATTACHMENTS

1. Hunter Tennis ITB
2. Hunter Tennis Intent to Award
3. Knife River Hunter Tennis Bid

INVITATION TO BID
FOR A PUBLIC WORKS CONSTRUCTION PROJECT

CITY OF ASHLAND, OREGON

PROJECT NAME: Hunter Park Tennis Courts Rehabilitation

PROJECT NUMBERS
000864
PROJECT TYPE: Public Improvement

BIDS DUE BY: 2:00 pm PST, May 26th, 2026

Invitation to Bid

Hunter Park Tennis Courts Rehabilitation
Project 000864

Notice is hereby given that the City of Ashland, Oregon, is currently accepting sealed Bids for Project 000864, Hunter Park Tennis Courts Rehabilitation. All Bids received prior to the due date and time and in proper form will be publicly opened and read aloud at The Grove, 1195 E. Main St #2271, Ashland OR, 97520 at the time set forth above as the deadline for receipt of Bids, and thereafter Bids shall be made available for public inspection. If the total amount of the contract to be awarded will exceed $250,000, the award of the contract must be approved by the Local Contract Review Board. A contract for the work will be awarded or Bids may be rejected, separately or entirely, within thirty (30) days after Bid opening. The City may cancel this procurement or reject any and all Bids in accordance with ORS 279B.100.

The general character of the work for this Project includes supplying all labor, equipment, and materials necessary to perform the following major work items involving Hunter Park Tennis Courts Rehabilitation at 1699 Hunter Ct, Ashland, OR 97520:

- Acquisition of permits and issuance of all required notifications.
- Removal and disposal of asphalt surfacing
- Asphalt paving
- Recreational court surfacing
- Fencing removal and disposal
- Hand railing installation
- Installation of vinyl fencing and gates, including windscreen
- Removal of existing drinking fountain
- Installation of drinking fountains, including concrete pads and waterlines
- Tennis netting and footing demolition
- Tennis netting installation

- BID ALTERNATIVE: Wall siding demolition, installation and painting

The solicitation documents, including plans and specifications for the Project, are downloadable at OregonBuys (https://oregonbuys.gov/bso/). The solicitation documents and addenda may be downloaded at no charge. They will NOT be mailed to prospective Bidders. Bidders should consult the OregonBuys website regularly until closing to avoid missing any addenda.

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid closing for the work described above will be at 2:00 pm on the 26th day of May 2026. Bids shall be received before that date and time by Kevin Caldwell, Parks Division Manager.

For Bids submitted by mail or parcel delivery service, send sealed envelopes to:

City of Ashland
c/o Kevin Caldwell, Parks Division Manager
340 S Pioneer Street
Ashland, OR 97520

For Bids submitted by hand delivery, obtain a date stamp on the Bid and submit sealed envelopes to:

City of Ashland
c/o Kevin Caldwell, Parks Division Manager
340 S Pioneer Street
Ashland, OR 97520

The outside of the transmittal envelope shall bear the following information:

Name of Bidder
Address and telephone number of Bidder
Title of Project
Date of opening
The words "Sealed Bid"

If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as above, must be enclosed in another envelope addressed as noted above. Facsimile and Electronic Data Interchange bids shall not be accepted. No bid will be received or considered by the City unless the bid contains all the Required Bid Documents and Certifications.

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00 pm on the day of Bid Closing. Bids received late will be time and date stamped at the time of receipt, marked as "Rejected as Late Bid" and will be returned, unopened to Bidder.

PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening of properly submitted bids for the work described above will be in the conference room at The Grove, 1195 E. Main St #2271, Ashland, Oregon, beginning at 2:00 pm on the day of Bid Closing.

COMPLETION TIME LIMIT

The contract completion date shall be September 30th, 2026.

CHECKLIST FOR BID SUBMITTAL

1. Part I – Bid & Contract Documents
   - ☐ Fill in bidder information on the first page.
   - ☐ Indicate amount of bid bond in paragraph 18.
   - ☐ Indicate bidder status in paragraph 26.
   - ☐ Indicate number of addenda received in paragraph 34.
   - ☐ Fill in bidder information and sign paragraph 37.
   - ☐ Fill in unit prices and amounts for all bid items.
   - ☐ Fill in the total bid amount.

2. First Tier Subcontractor Disclosure Form
   - ☐ Fill in this form and include with bid schedule (or within 2 hours of closing).

3. Bid Bond
   - ☐ Provide 10% bid bond on form included in Exhibit E

4. Prequalification
   - ☐ Provide three (3) examples of previous projects similar in nature to the work scope described in this ITB as part of bid package.

CHECKLIST FOR CONTRACT SUBMITTAL (FOR FUTURE REFERECE)

1. Standard Public Improvement Contract
   - ☐ Fill in contractor data and certification portions of the Contract.
   - ☐ Sign the Contract.

2. Certifications of Representation
   - ☐ Check all items that apply and sign.

3. ☐ Provide IRS Form W-9.

4. ☐ Exhibit D – Certification Statement for Corporation as Independent Contractor. Complete and Sign.

5. Performance Bond
   - ☐ Provide on form provided in Exhibit E.

6. Payment Bond
   - ☐ Provide on form provided in Exhibit E.

7. ☐ Insurance certifications as required by Exhibit C.

Introduction and Table of Contents

All Contract Documents are listed below. Documents are either attached or bound separately and available from the Project Manager. All Documents bound separately are incorporated into the Contract Documents and have the same force and effect as though set forth in full herein.

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In the event of a conflict during construction, resolve any discrepancies according to 00150.10(a) Order of Precedence of the 2024 ODOT Standard Specifications for Construction

PART I – BID & CONTRACT DOCUMENTS

CITY OF ASHLAND

BID AND BID SCHEDULE

NAME OF BIDDER _____

CONTACT _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

TELEPHONE NO. _____

FAX NO. _____

EMAIL ADDRESS _____

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonably incidental to, the completion of all the work in connection with the Hunter Park Tennis Courts Rehabilitation Project No 000864 (hereinafter "Project") for the City of Ashland, Oregon, as described in the contract documents, including the general conditions, all applicable special provisions, plans, specifications or any supplemental documents. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site (including without limitation utility interference) or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. The undersigned has notified the City of any conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

4. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules. Additional evaluation criteria are as follows: Demonstrated previous experience with a similar scope of work. Please see paragraph 6 below.

5. As Pre-qualification the bidder shall submit a list of at least three (3) previous projects of a similar scope to that described in this ITB as part of their bid package.

6. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

7. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

8. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

9. The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

    - Bonds as described in Exhibit E
    - Insurance as described in Exhibit C
    - Certificates of Coverage for Workman Compensation and unemployment insurance.
    - All other bonds, permits, licenses, information, etc. as required in the contract documents.
    - A checklist of submittals needed prior to contract signing is provided for guidance within this ITB.

10. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will

have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

11. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

12. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

13. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

14. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

15. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for.

16. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

17. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of _____, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

18. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

19. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

20. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

21. The undersigned agrees to initiate and complete this Project by the date stated below.

    - The work shall be commenced no earlier than 8/3, 2026.
    - The work shall be completed in all respects no later than __9/30 _, 2026__.
    - Liquidated damages shall be as $1,000 per day until Substantial Completion.

22. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

23. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

24. The undersigned is aware that no person may engage in any business within Ashland without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland ordinance. The Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within city limits.

25. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.

    - The Bidder is _____ or is not _____ a Resident Bidder as defined in ORS 279A.120.

26. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

27. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

28. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

29. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder or their subcontractor is licensed under ORS 468A.710 for asbestos removal.

30. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

31. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

32. The undersigned, by the act of submitting a bid, affirms that the undersigned has investigated and is satisfied as to the site subsurface condition to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

33. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda no later than 3 business days prior to the closing time and date. Addenda will be posted to the OregonBuys website for download. The bidder must check the OregonBuys website frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER ____ THROUGH ____ HAVE BEEN REVIEWED

34. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid per OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form (Exhibit L).

35. Instructions for First-Tier Subcontractors Disclosure.
    Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, bidder must disclose the following information about that subcontract within two working hours of bid closing:

    - The subcontractor's name and address;
    - The subcontractor's Construction Contractor Board registration number, if one is required, and;
    - The subcontract dollar value.

    If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form.

    THE CITY WILL REJECT A BID IF THE BIDDER FAILS TO SUBMIT A PROPERLY COMPLETED DISCLOSURE FORM WITHIN TWO HOURS OF BID CLOSING.

THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE.

The disclosure should be submitted on the First-Tier Subcontractor Disclosure Form attached to this Invitation to Bid.

36. Bidder Information and Signature

Firm Name of Bidder	Signature of Bidder
	Printed Name of Bidder
	Official Title
State of Incorporation	CCB Number

Dated this _____ day of _____ 20___.

Name of Bidder _____

Address _____

Telephone No. _____

BID SCHEDULE – BASE BID

No.	Description	Unit	Qty	Unit Cost	Total
1	Mobilization, Demobilization, Site Preparation, And Cleanup	LS	1		
2	Temporary Erosion and Sediment Control	LS	1		
3	Construction Survey Work and Staking	LS	1		
4	Demolition And Surface Preparation	SF	58000		
5	Asphalt Paving	TON	910		
6	Recreational Court Surfacing	LS	1		
7	Site Fencing	LS	1		
8	Site Utilities	LS	1		
9	Court Equipment	LS	1		

Note: Alternatives further defined in bid documents

BASE BID TOTAL

BID SCHEDULE – ALTERNATIVE BID

No.	Description	Unit	Qty	Unit Cost	Total
10	Wall Siding	LS	1		

Note: Alternatives further defined in bid documents

ALTERNATIVE BID TOTAL

TOTAL INCLUDING BID ALTERNATIVE

Name of Authorized Representative *Total Written in Dollars*

Authorized Representative Signature *Date*

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

INSTRUCTIONS

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- Not later than two working hours after the time set for opening Bids. (For example, before 4:00 p.m. after a 2:00 p.m. Bid Opening.) Submit according to one of the following methods:
- Print the form from the Bid Booklet, fill it in, and:
    - Deliver to the following address where it can be time and date stamped

      City of Ashland
      Parks and Recreation Building
      340 S Pioneer Street
      Ashland, OR 97520, or

Instructions for First-Tier Subcontractor Disclosure

If the bid for this project exceeds $100,000 bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370) if the contract amount of a first-tier subcontractor is greater than or equal to: 1) 5% of the total bid or $15,000, whichever is greater or 2) $350,000, regardless of the percentage of the total project Bid.

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If the Bidder will not be using any first-tier subcontractors as defined above, the Bidder is still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name_____

Project Number_____

Bid Opening Date_____

Name of Bidding Contractor_____

☐ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS)*

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

CITY OF ASHLAND

PART II - PUBLIC IMPROVEMENT CONTRACT

FOR

Hunter Park Tennis Courts Rehabilitation

PROJECT NO. 0008645

This Public Improvement Contract (hereinafter "Contract") is entered into by and between the CITY OF ASHLAND, an Oregon municipal corporation (hereinafter "City"), and _____(hereinafter "Contractor").

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. PROJECT MANAGER:

The City's Project Manager for this Contract is:

Kevin Caldwell, Parks Division Manager

2. WORK:

2.1. The Work under this Contract is for the *Hunter Park Tennis Courts Rehabilitation Project 0008645* more fully described in the Contract Documents listed in Section 5 of EXHIBIT A, STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS. Contractor shall complete all Work as specified in the Contract Documents.

2.2. **Contractor** shall, at its own risk and expense, perform the Work described in the Contract Documents and furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is, the construction of the *Hunter Park Tennis Courts Rehabilitation Project 000864*. Contractor shall secure all municipal, County, State, or Federal Permits or licenses including payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

3. EFFECTIVE DATE AND DURATION:

This Contract is effective as of the date of execution by the City (the "Effective Date"). All Work under this Contract shall, unless otherwise terminated or extended, be completed on or before September 30th, 2026.

4. CONSIDERATION

4.1. City agrees to pay Contractor, at the times and in the manner provided in the Contract Documents, the sum of _____ for performing the Work required by this Contract, including allowable expenses. This sum cannot be modified except by Change Order approved in writing by the City. Any progress payments to Contractor shall be made only in accordance with the schedule and the requirements as set forth in the Standard Terms and Conditions.

4.2. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Contractor understands and agrees that City's payment of amounts under this Contract attributable to Work performed after the last day of the current fiscal year is contingent upon City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

5. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Contract, Contractor makes the following representations:

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

5.2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.3. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

5.4. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified or provided in the project bid documents especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the project bid documents, especially with respect to Technical Data in such reports and drawings.

5.5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

5.6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

5.7. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.

5.8. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.

5.9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.10. Contractor represents it has the proper asbestos certifications to complete the floor removal part of the project.

6. Governing Law

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver of the City of any form of defense or immunity.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____Phone:_____ Fax: ___

Address _____

Do Not Write Federal and State Tax ID Numbers on this Agreement: One copy of W-9 is to be submitted with the signed contract to be kept on file in the City of Ashland Finance Department.

Ashland Business License #_____ Construction Contractors Board #_____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual ____ Sole Proprietorship ____ Partnership _____ Corporation ____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts **(Exhibit A)** together with **Exhibits B through N** together with all other Contract Documents as described in Standard Terms and Conditions Section 5 below, and the separately bound Oregon 2021 Standard Specifications for Construction, as amended by the City of Ashland's most recent Addenda to the 2021 Standard Specifications are an integral part of this contract and agree to perform the work described in the Contract Documents, including **Exhibit A,** in accordance with the terms and conditions of this contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS 305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon tax laws; I further certify that the certification and representations in Standard Term and Condition # 16 [CCB Registration Requirements] are true and correct, and further I certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR:

_____
Signature/Title

_____
Printed name

_____
Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Ashland unless and until it has been executed by the Public Contracting Officer or designee.

CITY OF ASHLAND SIGNATURE

CITY:

_____
Parks Division Manager, City of Ashland

_____
Date

ATTACHMENTS: Certificate of Representation
Standard Terms & Conditions
Bid Schedule
Insurance Requirements

CERTIFICATE OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

(a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and

(b) Contractor is not subject to backup withholding because

(i) it is exempt from backup withholding or

(ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that

(a) it has the power and authority to enter into and perform the work,

(b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and

(c) The work under the Contract shall be performed in accordance with the highest professional standards, and

(d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

_____ (1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

_____ (2) Commercial advertising or business cards or a trade association membership are purchased for the business.

_____ (3) Telephone listing is used for the business separate from the personal residence listing.

_____ (4) Labor or services are performed only pursuant to written contracts.

_____ (5) Labor or services are performed for two or more different persons within a period of one year.

_____ (6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

_____

Contractor Date

EXHIBIT A: STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

1. Contractor is Independent Contractor

a. Contractor shall perform the work required by this Contract as an independent contractor.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as **Exhibit D**.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign, sell, dispose of, or transfer any of its interest in this contract, nor delegate duties under the contract, either in whole or in part, without the prior written consent of the City. Such consent if provided shall not relieve the Contractor of any of the obligations under the contract. Any assignee or transferee shall be considered the agent of the contractor and be bound to abide by all provisions of the contract. If the City consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its Surety, if any, shall remain liable to the City for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing. [OAR 137-049-0200(2)]

Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with City. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontracts are assignable to the City at City's option, in the event this agreement is terminated for default of Contractor.

Contractor covenants and agrees to bind any and all subcontractors for performance of work under this Contract in the same manner Contractor is bound to City. Contractor further agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third-Party Beneficiaries.

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides 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.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans, Construction Drawings, Standard Drawings**,** and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the *Prevailing Wage (BOLI) if applicable AND any other separately bound reference*, Oregon 2021 Standard Specifications for Construction, and City of Ashland Addenda, incorporated herein by this reference. All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, or otherwise available from the City, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

6. Contractor's Representations

By executing this contract, the Contractor hereby certifies that the representations made by the Contractor in the Contract Documents, including specifically the Offer, are true and correct and are incorporated herein by this reference. Contractor further certifies that Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.

7. Drug Testing [ORS 279C.505(2)]

a. Contractor shall certify to the City that it has a drug-testing program in place for all its employees that includes, at a minimum, the following:

   i. A written employee drug-testing policy,

   ii. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and

   iii. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

b. A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug-testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the Public Improvement project job site.

c. By executing and returning this contract the Contractor certifies, represents and warrants to the City that a Qualifying Employee Drug-testing Program is in place at the time of execution, will continue in full force and effect for the duration of this contract, and that Contractor will comply with the provisions of subsection (d) below. Further, the City's performance obligation (which includes,

without limitation, the City's obligation to make payment) is contingent on Contractors compliance with this representation and warranty.

d. Contractor will require each subcontractor providing labor for the project to:

   i. Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or

   ii. Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and the Performance Bond, Payment Bond, and all required insurance documents approved. Notice To Proceed shall not be unreasonably delayed and shall generally occur within thirty (30) days of the contract date. Reasonable delay may be occasioned by the need to obtain necessary permits or easements or utility relocation. The Contractor shall commence the project work within ten (10) days of the date of the written Notice To Proceed. Contractor is not to commence work under the Contract prior to such written notice.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project 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 City, which are unsuitable for performing the project work;
e. Allowance of time required to investigate differing site conditions;
f. Inadvertent discovery of archaeological materials;
g. Any reason considered to be in the public interest.

The contract time will not be extended, nor will the Contractor be entitled to any additional compensation if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant of subsection (f), the Contractor must fill out the IDP plan given in Exhibit M and follow appropriate procedures. If the project work is suspended pursuant to subsection (g), the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all verified costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. The foregoing provision concerning compensation in the event of a suspension of Work of this contract shall not apply if such suspension occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

10. Early Termination

a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

c. The City may terminate this contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for public convenience.

d. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

11. Payment on Early Termination

a. If this contract is terminated under 10(a),(b), or (c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.

b. If this contract is terminated under 10(d), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

c. If this contract is terminated under 10(d), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

12. Remedies

In the event of termination under 10(d), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess. After notice of termination under paragraph 10(c), the Contractor and the Contractor's surety shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.

The remedies provided to the City under section 10 through 12 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 11(b).

13. Access to Records

Contractor shall maintain, and the City and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of

applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City. All documents or other materials submitted to City by Contractor shall become the sole and exclusive property of City. Such materials are subject to Oregon Public Records laws.

15. Compliance with Applicable Law

Contractor certifies and shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, including specifically City of Ashland and State of Oregon Public contracting laws and rules applicable to the work under this Contract, including without limitation ORS Chapter 279A, ORS Chapter 279B, ORS Chapter 279C, ORS 279C.500 through 279C.670, and specifically ORS 279A.120(3), ORS 279C.515, ORS 279C.520, ORS 279C.530, ORS 279C.830 and ORS 279C.580 as set forth on **Exhibit B, attached hereto and made a part hereof by this reference** In addition, the provisions of ORS 279C.360, ORS 279C.365(4), and ORS 279C.370 (Bid Documents and Disclosure); ORS 279A.010(p), 279A.120, 279C.375, and 279C.380(4), (Award of Contract and Bond); ORS 279A.110 (Prohibition on Discrimination in Subcontracting); ORS 279C.585 (Substitution first-tier Subcontractor); ORS 279C.650 to 279C.670 (Termination); ORS 279C.520, ORS 279C.540, 279C.545 (Hours); ORS 279C.800 to 279C.870 (Oregon Prevailing Wage Law), if applicable; ORS 279C.550 to 279C.565 (Retainage); ORS 279C.4570 (Payments); and ORS 279C.600 to 279C.625 (Bonds) ORS 279A.125 (Recyclable Products) are all incorporated into this contract by this reference as though set forth in full. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) any requirements of the DAVIS BACON ACT (40 U.S.C. 3142 and applicable Davis- Bacon Related Acts; (ii) Title VI of the Civil Rights Act of 1964; (iii) Section V of the Rehabilitation Act of 1973; (iv) the Americans with Disabilities Act of 1990, (v) ORS 659A.142, (vi) all regulations and administrative rules established pursuant to those laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part hereof by these references.

16. Registration with Construction Contractor's Board

The Contractor, hereby certifies that the Contractor is licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 and, further, that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

17. Prevailing Wages/ BOLI Fee

a. Contractor shall certify in the Contract and it shall be a condition of the bond, as provided in ORS 279C.800 through 279C.870, that in performing this Contract, Contractor will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Public Notice, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of the Contract. In accordance with ORS 279C.838, each worker in each trade or occupation employed in the performance of the Contract either by Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract shall be paid not less than the applicable state or federal prevailing rate of wage, whichever is higher. Copies of the current BOLI prevailing wage schedule and federal wage rate schedule, if applicable, can be found at the following website: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. When both federal and state prevailing wages are required to be included in the contract specifications, the City shall also include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815 (2)(c).

b. Contractor shall be bound by and shall fully comply with ORS 279C.800 to 279C.870, Oregon's Prevailing Wage Law. CONTRACTOR AGREES TO BE BOUND BY AND WILL COMPLY WITH PROVISIONS OF ORS 279C.840. Pursuant to ORS 279C.830(1), the existing prevailing rate of wage that may be paid to workers in each trade or occupation required, in the form of a BOLI document, is included in the contract and bid documents and made a part hereof by this reference. For public works for which the contract price is $50,000 or more, all workers shall be paid not less than such specified minimum hourly rate of wage. [ORS 279C.830(1)]

c. The City of Ashland shall pay the fee to the Commissioner of the Bureau of Labor and Industries pursuant to the administrative rule of the commissioner and as provided in ORS 279C.825(1). The fee shall be paid on or before the first progress payment or 60 days from the date work first begins on the Contract, or as otherwise provided by administrative rule, whichever is the earliest date. The fee is payable to the Bureau of Labor and Industries Wage and Hour Division Prevailing Wage Unit 800 N.E. Oregon Street #32 Portland Oregon 97232.

d. Contractor and some subcontractors shall also file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of $30,000 as required by ORS 279C.836 and shall cause all subcontractors to do the same prior to starting work on the project. [ORS 279C.830(2)] The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless

the surety sooner cancels the bond. Contractor shall verify that subcontractors have complied with this requirement prior to permitting the subcontractor to start work on the project.

e. If the Contract is for a public work and the Contract price is $50,000 or more, Contractor shall supply and file, and require every Subcontractor to supply and file, with the City and with the Wage and Hour Division, Bureau of Labor and Industries (BOLI), 800 NE Oregon #32, Portland, Oregon 97232 a certified statement in writing that conforms to the requirements of ORS 279C.845.

18. Hours of Labor /Overtime limitation [ORS 279C.520] [ORS 279C.540] [ORS 279C.545]

Pursuant to ORS 279C.520, no person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services, the employee shall be paid at least time and a half pay:

(a)

(1) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(2) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(c) Collective bargaining and negotiated labor agreements may provide exceptions to the requirements of this section and from ORS 279C.520 and ORS 279C.540.

(d) When labor is employed by the City through another as a contractor, any worker employed by the contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing the contractor has:

(1) Caused a circular clearly printed in boldfaced 12-point type font and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.

(2) Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

(e) At or before the commencement of work, the Contractor shall give notice in writing to employees or by posting, of the number of hours and days per week the employees may be required to work. [279C.520(2)(5)]

19. Medical Care and Workers Compensation [ORS 279C.530]

(1) Pursuant to ORS 279C.530(1), Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Pursuant to ORS 279C.530(2), All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide

the required Workers Compensation coverage unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20. Retainage

The withholding of retainage by a contractor or subcontractor on public improvement contracts shall be in accordance with ORS 701.420. [ORS 279C.555] "Retainage" means the difference between the amount earned by a contractor on a public improvement contract and the amount paid on the contract by the City. [ORS 279C.550] Moneys retained by a contracting agency under ORS 279C.570(7) shall either be: (a) retained in a fund by the City and paid to the contractor in accordance with ORS 279C.570; or (b) At the election of the contractor, paid to the contractor in accordance with the two options below:

- The contractor may deposit bonds, securities, or other instruments with the City or in any bank or trust company to be held in lieu of the cash retainage for the benefit of the contracting agency. In such event the City shall reduce the retainage in an amount equal to the value of the bonds, securities or instruments. and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Interest on the bonds or securities shall accrue to the contractor. {or}
- If the contractor elects, the City shall deposit the retainage, as accumulated, in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the City. Earnings on the account shall accrue to the contractor.

If the contracting agency incurs additional costs as a result of the exercise of the options in ORS 279C.560(1) or (5), the City may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the contracting agency shall, upon demand, inform the contractor of all accrued costs. Bonds and securities deposited or acquired in lieu of retainage, as permitted above, shall be of a character approved by the City Attorney and City Finance Director, including but not limited to:

a. Bills, certificates, notes or bonds of the United States.
b. Other obligations of the United States or its agencies.
c. Obligations of any corporation wholly owned by the federal government.
d. Indebtedness of the Federal National Mortgage Association.
e. General obligation Bond of the State of Oregon or a political subdivision thereof.

Unless the City finds that accepting a bond or instrument poses an extraordinary risk that is not typically associated with such bond or instrument, the contractor may deposit a surety bond for all or any portion of the amount of funds retained, or to be retained, by the City in a form acceptable to the City. The bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to 279C.625. The City shall reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Whenever a City accepts a surety bond from a contractor in lieu of retainage, the contractor shall accept like bonds from any subcontractor or supplier from which the contractor has retainage. The contractor shall then reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier. [279C.560]

21. Progress Payments

a. Payment for all work under the Contract will be made promptly by the City at the price or prices bid, and those prices shall include full compensation for all approved incidental work.

b. Contractor shall make progress estimates of work performed in any calendar month and submit to the City for approval, before the fifth of the following month, or as mutually agreed between the Contractor and City. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed. The City may include in payments eighty five percent (85%) of the cost to Contractor of materials or equipment not yet incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing. Such a payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the City Attorney to establish the City's title to such materials or equipment or otherwise protect the City's interest including applicable insurance and transportation to the site, and a statement from Contractor explaining why it is necessary to procure said equipment and/or materials. When such payments are made, the Contractor warrants and guarantees that the title to all materials and equipment covered by a progress payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. Notwithstanding the above, when the progress estimate indicates that the progress payment would be less than one thousand dollars ($1,000), no progress payment will be made for that estimate period, unless approved by the City.

c. If the Contract price is determined, in whole or in part, on a Lump Sum basis, Contractor shall prepare an itemized cost breakdown relating thereto and have the City approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the City, Contractor shall provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

d. If the Contract price is determined wholly on a unit basis, City may use unit prices bid in making progress estimates on the work. In case said unit prices do not, in the opinion of the City, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.

e. If the City receives written notice of any unsettled claims for damage or other costs due to Contractor's operations including, without limitation, claims from any City Department or other governmental agency, an amount equal to the claim may be withheld from the progress payments, final payments or retainage until such claim has been resolved to the satisfaction of City.

f. Progress payments will be made by City on a monthly basis within thirty (30) days from sign off by the Contractor of the progress payment or fifteen (15) days after the payment is approved by City of work performed, whichever is the earlier date. Failure to pay progress payments within the timeframe set forth above will result in the imposition of interest as required by ORS 279C.570(2)(3). Defective or improper invoices will be addressed as set forth in ORS 279C.570(4)(5)(6).

g. Payment will be issued by City for the amount of the approved estimate, less five percent (5%) retainage. Except as provided in paragraph 19 above and the applicable ORS Sections noted herein, such amount of retainage shall be withheld and retained by City until it is included in and paid to Contractor as part of the final payment of the Contract amount. Upon Substantial Completion of the work under the Contract which shall be understood to be not less than ninety-seven and one-half

percent (97.5%) of the work, the City may, at its discretion, reduce the retained amount equivalent to not less than one hundred percent (100%) of the contract value or estimated value or estimated cost, whichever is greater, of the work remaining to be done. [279C.570(7)]

h. The City may decline to approve an application for payment and may withhold such approval if, in the City's opinion, and in good faith, the work has not progressed to the point indicated by the Contractor's submittal. The City may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, City may nullify the whole or any part of any payment previously made to such extent as may be necessary in their opinion to protect the City from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the work will not be completed within the Contract time, (6) unsatisfactory prosecution of the work by the Contractor, (7) claims against the Contractor by the City, (8) failure to submit a construction schedule or failure to keep said construction schedule updated, or (9) exceeding work limits. When any or all of the criteria set forth above have been remedied satisfactorily to the City, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments, except as provided in ORS 279C.570(9).

i. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted, or progress or other payments allowed until the Project is completed, unless approved otherwise by City. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. A progress payment is not considered acceptance or approval of any work or materials or waiver of any defects therein. [ORS 279.570(2)].

22. Final Estimate and Final Payment

a. SUBSTANTIAL COMPLETION. Contractor shall notify the City in writing when all or a portion of the work is considered substantially complete. If it appears to the City that the work is not substantially complete, the City shall not make an inspection. The City may make a general list of major work components remaining. If it appears that the work is substantially complete, the City shall, within fifteen (15) days after receiving notice, make an inspection and either accept the work or notify Contractor of work yet to be performed. If accepted, City shall prepare a Certificate of Substantial Completion, **Exhibit F.** Upon acceptance of the Certificate of Substantial Completion by both parties, the City shall be responsible for operation and maintenance of that part of the work described in the Certificate of Substantial Completion, subject to the warranty requirements and protection of the work and all other applicable terms of the contract documents. The date of substantial completion of all the work shall stop the accrual of damages, if applicable.

b. FINAL COMPLETION. Contractor shall notify the City in writing when work is 100% complete. If it appears to the City that the work is not 100% complete, the City shall not make a final inspection. The City may make a general list of major work components remaining. If it appears that the work is 100% complete, the City shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. A Certificate of Final Completion shall not be prepared until all provisions of the Contract have been met, including but not limited to, the submission by the Contractor of a signed Certificate of Compliance, **Exhibit G** and executed "Release of Liens and Claims", **Exhibit H**.

When the work is 100% complete, the City shall prepare a final pay estimate and Certificate of Final Completion accepting the work as of a certain date. The Contractor shall execute and return the final pay estimate and Certificate of Final Completion within five (5) working days of receipt. Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts Ownership of the work and the start date of the warranty period. The contractor may substitute a Warranty Bond in replacement of the Performance and Payment Bonds in accordance with Section 29. The City shall include in the final pay estimate an addition to the contract amount for any contract deduction from the contract amount for any liquidated damages and a deduction from the contract price in a fair and equitable amount for any damages to the City or for any costs incurred or likely to be incurred by the City due to Contractor's failure to meet any contract provision or specification other than timely completion.

If the Contractor believes the quantities and amounts specified in the final pay estimate prepared by the City to be incorrect, Contractor shall submit to the City within five (5) working days of receipt of the City's final pay estimate, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said period is expressly waived and the City shall not be obligated to pay the same.

The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from errors of computation in the final estimate within a period of one (1) year following the original mailing of the City's final estimate and Certificate of Final Completion to the Contractor's last known address as shown in the records of City. The City's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Final Completion or revised final estimate and Certificate of Final Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that Contractor might have had.

Upon return of the fully executed Certificate of Final Completion from the Contractor, the City will submit the Certificate of Final Completion and final estimate to the City for approval. Upon approval and acceptance by the City, Contractor will be paid a total payment equal to the amount due under the Contract including retainage within thirty (30) days in accordance with ORS 279C.570. Failure to pay within 30 days shall implicate the interest on final payment/ retainage requirements of ORS 279C.570(8).

Monies earned by the Contractor are not due and payable until the procedures set forth in the contract documents for inspection, approval and acceptance of the work; for determination of the work done and the amount due therefore; for the preparation of the final estimate and Certificate of Final Completion and processing the same for payment; for consideration of the Contractor's claim, or claims, if any; and for the preparing of a revised final estimate and Certificate of Final Completion and processing same for payment all have been carried out.

As a prerequisite to final payment, if Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor will provide City with evidence that the requirement of ORS 279A.120(3) has been satisfied.

If City declares a default of the Contract, and Surety completes said Contract, all payments made after declaration of default and all retainage held by City shall be paid to Surety and not to Contractor in accordance with the terms of the Contract.

Acceptance by Contractor of final payment shall release City from any and all claims by Contractor whether known or unknown, arising out of and relating to the work. No payment, however, final or otherwise, shall operate to release Contractor or its Sureties from warranties or other obligations required in the performance of the Contract.

Disputes as to compensation resolved in favor of the contractor implicate the interest provisions of ORS 279.570(9).

23. Change Orders / Extra Work

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the contract, one from the other. Only the City designated Contracting Officer or individual with delegated contracting authority can authorize extra (and/or changed) work and compensation. Such authorization must be in writing. The parties expressly recognize that, except when such order is in writing by an individual with delegated authority, City personnel are not authorized to order extra (and/or) changed work or to waive contract requirements or authorize additional compensation. Failure of the Contractor to secure City authorization for extra work shall constitute a waiver of any and all claims or rights to adjustment in the contract price or contract time due to such unauthorized extra work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed by Contractor without express and prior authorization of the City.

24. Contractor/Subcontractor Payment Obligations

a. The Contractor is required to 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 this contract:

   i. 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 City under such contract; [279C.580(3)(a)] and

   ii. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, 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 paragraph (a)(i) above. A contractor or first-tier subcontractor shall 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 City or contractor when payment was due. The interest penalty shall be:

      A. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is due made; and

B. Computed at the rate specified in ORS 279C.515(2). [279C.580(3)(b)]

b. The Contractor is further required to include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of section a. above in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. [279C.580(4)]

c. The Contractor shall not request payment of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount. [279C.570(1)].

d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsections (3) and (4) of ORS 279C.580 does not constitute a dispute to which the City is a party. The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute. [279C.580(2)]

e. The Contractor shall 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. [ORS 279C.505(1)(a)] The Contractor shall pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or Subcontractor incurred in the performance of the contract. [ORS 279C.505(1)(b)] The Contractor shall not permit any claim or lien to be filed or prosecuted against the City and shall be fully responsible for any lien or claim filed against the City on account of any labor or material furnished. [ORS 279C.505(1)(c)] The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279C.505(1)(d)]

f. Pursuant to ORS 279C.515(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 Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.

g. Pursuant to ORS 279C.515(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 improvement contract within 30 days after receipt of payment from the 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 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.

h. Pursuant to ORS 279C.515(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.

i. Pursuant to ORS 279C.515(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.

j. Living Wage Rates: If the amount of this contract is $18,703 or more, and Contractor is not paying prevailing wage for the work, Contractor must comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the work under this contract. Contractor must post the attached Living Wage Notice predominantly in areas where it will be seen by all employees.

25. Inspection and Acceptance

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

26. Liquidated Damages

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City a dollar amount per day based on calculations set forth in the Oregon Standard Specifications for Construction and the Special Provisions for this project, for each and every day that elapses in excess of the contract time or the final adjusted contract time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

Any sums due as liquidated damages shall be deducted from any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time. Permitting the Contractor to continue and finish the project work or any part thereof after the contract time, or adjusted contract time, has expired shall in no way operate as a waiver on the part of the City or any of its rights under this contract. The City may in its discretion grant the Contractor an extension of time upon a showing made by the Contractor that the work has been unavoidably delayed by conditions beyond the control of the parties.

27. Liability, Indemnity and Hold Harmless

Contractor warrants that all its work will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release. The Contractor shall hold harmless, indemnify, and defend City, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work, actions or failure to perform actions, and other activities of Contractor or its officers, employees, subcontractors or agents, under this contract, including the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents except liability arising out of the sole gross negligence of the City and its employees. The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the

Contractor, to the City, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury. Contractor waives any and all statutory or common law rights of defense and indemnification by the City. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section. In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

28. Insurance

The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in **Exhibit C.** All costs for such insurance shall be borne by the Contractor and shall be included in the contract price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is also cause for immediate termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract. The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

29. Performance, Payment and Warranty Bonds / Notice of Bond Claims

At the time of execution of the Contract, the Contractor shall furnish: (1) Performance Bond and (2) Payment Bond written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract and in accordance with ORS 279.380. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the obligations of Sections 27 and 30, all applicable laws and the prompt payment of all persons supplying labor and/or material for prosecution of the work. The bond(s) or other financial assurance is subject to approval by the City.

Contractor shall furnish a separate warranty bond written by a corporate surety or other financial assurance, in an amount equal to 10% of the final amount of the contract. The City may permit the

warranty amount to be included in the initial performance and payment bonds. The warranty bond or other financial assurance shall be in effect for a period of one year from the date of Final Completion. The City may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs.

The notice of claim on a bond required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the contractor at any place the contractor maintains an office or conducts business or at the residence of the contractor. Notwithstanding the above, if the claim is for a required contribution to a fund of any employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 150 days after the employee last provided labor or materials.

The notice of claim must be in writing substantially as set forth in ORS 279C.605(3)-(5).

30. One-Year Warranty

In addition to and not in lieu of any other warranties required under the Contract, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year warranty period shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

31. Nondiscrimination in Labor

No person shall be subject to discrimination in the receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, sexual orientation or national origin. Contractor shall comply with provisions of Owner's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older. Particular reference is made to ORS 659A.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, national origin, marital status or age if the individual is 18 years or older or because of the race, religion, color, sex, national origin or age of any other person with whom the individual associates, or because of a juvenile record that has been expunged pursuant to ORS 419A.260 and ORS 419A.262 of any individual, or to refuse to hire or employ or to bar or discharge from employment such individual or to

discriminate against such individual in compensation or in terms, conditions or privileges of employment. Any violation of this provision shall be considered a material violation of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part (q).

32. Construction Debris and Yard Waste

Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. If the contract includes lawn and landscaping maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective. [ORS 279C.510(1) & (2)]

33. Environmental Regulations

Pursuant to ORS 279C.525(1), the following is a list of federal, state and local agencies which have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

Federal Agencies:

Agriculture, Department of
- Forest Service
- Soil Conservation Service

Commerce Department of
- National Oceanic and Atmospheric Administration (NOAA)
- National Marine Fisheries Service (NMFS)

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
- 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

Occupational Safety and Health Administration

Transportation, Department of
- Coast Guard
- Federal Highway Administration

Water Resources Council

State Agencies:

Administrative Services

Department of Agriculture

Department of Consumer & Business Services
Department of Oregon Occupational Safety & Health Division 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 Land Conservation and Development Commission
Parks and Recreation
Department of Soil and Water Conservation Commission
State Engineer
State Land Board (Lands, Division of State)
Water Resources Department

Local Agencies:

CITY of ASHLAND
City Council (Ashland Municipal Code)
County Courts
County Commissioners of Jackson County,
County Service Districts
Sanitary Districts
Water Districts
Fire Protection Districts
Historical Preservation Commissions
Planning Commission

If the Contractor awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited above or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City may:

(a) Terminate the contract;
(b) Complete the work itself;
(c) Use non-City forces already under contract with the City;
(d) Require that the underlying property owner be responsible for cleanup;
(e) Solicit bids for a new contractor to provide the necessary services; or
(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

The solicitation documents make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified above. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations enacted by the governmental entities identified above, the successful bidder shall immediately give notice of the condition to the contracting agency. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the Contractor shall not commence work nor incur any additional job site costs in regard to the condition encountered and described in

subsection (3) of this section without written direction from the contracting agency. Upon request by the City, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the contracting agency for resolution. Within a reasonable period of time following delivery of an estimate of this section, the City may:

(a) Terminate the contract;
(b) Complete the work itself;
(c) Use non-City forces already under contract with the City;
(d) Require that the underlying property owner be responsible for cleanup;
(e) Solicit bids for a new contractor to provide the necessary services; or
(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

If the City chooses to terminate the contract under either subsection (a) of this section, the Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor. If the contracting agency causes work to be done by another contractor under either subsection (c) or (e) above, the initial contractor may not be held liable for actions or omissions of the other contractor. The change order under either subsection (f) of this section shall include the appropriate extension of contract time and compensate the contractor for all additional costs, including overhead and reasonable profits, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor.

Notwithstanding the above, the City has allocated all or a portion of the known environmental and natural resource risks to a Contractor by listing such environmental and natural resource risks in the solicitation documents.

34. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

35. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

36. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction 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 term or provision held invalid.

37. Attorney's Fees

If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

38. Business License

The Contractor shall obtain a City of Ashland business license as required by City ordinance prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided in this contract.

39. Notices/Bills/Payments

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of Ashland
Kevin Caldwell – Parks Division Manager
Parks and Recreation
340 S Pioneer Street
Ashland, OR 97520

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

40. Conflict of Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

41. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT B: COMPLIANCE WITH APPLICABLE PUBLIC IMPROVEMENT CONTRACT LAW

This exhibit references the requirements for public contracting as set forth in ORS 279C.360 through and including ORS 279C.800 which are available online at www.leg.state.or.us/ors

EXHIBIT C: PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the Project Manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than ☐ $1,000,000 or ☒ $2,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

☒ Required by City ☐ Not required by City

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☐ $1,000,000 or ☒ $2,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

☒ Required by City ☐ Not required by City

☐ Builders Risk *(Check here if required)* insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be

provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D: CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below and certify under penalty of perjury that it is a corporation.

Entity	Signature	Date

B. CONTRACTOR IS INDEPENDENT.

Independent Contractor Standards. As used in various provisions of ORS Chapters including but not limited to 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of ORS 670.600 are met.

Contractor and Project Manager certifies that the Contractor meets the following standards:

1. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Contractor is registered under ORS chapter 701, if the Contractor provides labor or services for which such registration is required.
7. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
8. Contractor represent to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check four or more of the following:)

____ A. The labor or services are primarily carried out at a location that is separate from Contractors residence or is primarily carried out in a specific portion of Contractors residence, which is set aside as the location of the business.

____ B. Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.

____ C. Telephone listing is used for the business that is separate from the personal residence listing.

____ D. Labor or services are performed only pursuant to written contracts.

____ E. Labor or services are performed for two or more different persons within a period of one year.

____ F. Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

If any action is taken by a person or enforcement agency relating to Contractor's independent contractor status in connection with this contract, Contractor shall defend, hold harmless and indemnify the CITY of ASHLAND, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

Contractor Signature Date

Project Manager Signature Date

EXHIBIT E: BONDS (BID, PERFORMANCE, PAYMENT)

Bid Bond

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($_____)
_____ Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the **Hunter Park Tennis Courts Rehabilitation Project 000864**, which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____ , 20___.

_____	_____
Surety	Principal
_____	_____
Address	Address
By:_____	By: _____

Attorney -in-Fact
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

Performance Bond

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of

Dollars ($).

Contractor and City have entered into a written contract dated_____, for the following project: **Hunter Park Tennis Courts Rehabilitation Project No 000864.** This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract in accordance with the plans, specifications and conditions of the contract within the time prescribed by the Contract, as required by ORS 279C. 380 through 279C.385, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.380 through 279C.390.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.

6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows.

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

WITNESS:

(Corporate Seal)

CONTRACTOR: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

Payment Bond

The undersigned_____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of
Dollars ($).

Contractor and City have entered into a written contract dated _____, for the following project: **Hunter Park Tennis Courts Rehabilitation Project No. 000864.** This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract within the time prescribed by the Contract, and promptly makes payment to all claimants, as defined in ORS 279C.600 through 279C.620, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.600 through 279C.620.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.

6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

PAYMENT BOND Page 2

WITNESS:

(Corporate Seal)

CONTRACTOR: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

EXHIBIT F: CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY'S Project No. _____ Project No. N/A

Project: _____

CONTRACTOR _____

Contract For _____ Contract Date _____

This Certificate of Substantial Completion applies to:

- ☑ All Work under the Contract Documents, or
- ☐ To the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of CITY, CONTRACTOR and CITY, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

_____
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive,
and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all
the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or
corrected by CONTRACTOR within _____ Days of the above date of Substantial Completion.

The following documents are attached to and made a part of this Certificate:

_____

_____

Effective as of the last date set forth below, the responsibilities between CITY and CONTRACTOR shall be as follows:

Security	■ City	☐ Contractor
Operation	■ City	☐ Contractor
Safety	■ City	☐ Contractor
Maintenance	■ City	☐ Contractor
Heat (NA)	■ City	☐ Contractor
Utilities	■ City	☐ Contractor
Insurance	■ City	☐ Contractor
Warranties	☐ City	■ Contractor

Other Responsibilities:

City		Contractor

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

CONTRACTOR accepts this Certificate of Substantial Completion on: _____ , _____ .

By: _____

CITY accepts this Certificate of Substantial Completion on: _____ , _____ .

By: _____
CITY of ASHLAND

File:

EXHIBIT G: CERTIFICATE OF COMPLIANCE

_____

CIP Number: _____

Contractor: _____

_____

_____

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work, and that:

1. If required by law, not less than the prevailing rates of wages have been paid to laborers, workmen and mechanics employed on this work.

2. There have been no unauthorized substitutions of materials; substitutions or assignment of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the City prior to the start of such subcontracted work.

3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.

4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid.

5. All private property and easement areas have been satisfactorily restored in accordance with the contract.

6. If Contractor is not domiciled in or registered to business in the State of Oregon, Contractor has reported to the Oregon Department of Revenue such information and in the manner as required by ORS 279A.120(3).

Contractor: _____

By: _____ **Date:** _____

Title: _____

EXHIBIT H: CONTRACTOR'S RELEASE OF LIENS AND CLAIMS

[THIS SWORN STATEMENT IS A PREREQUISITE TO CERTIFICATE OF FINAL COMPLETION]

TO: City of Ashland
340 S Pioneer Street
Ashland, Oregon 97520

FROM: _____
_____
_____

PROJECT: _____

In connection with our request for final payment for the above project, I, _____, hereby state that:

all subcontractors and suppliers on this project have been paid in full,
all obligations on the project have been satisfied,
all monetary claims and indebtedness on this project have been paid, and
all disputes with property owners have been resolved.

There are no liens or claims of any kind outstanding or threatened against the project.

Furthermore, I agree to indemnify and hold harmless CITY of ASHLAND from any and all claims for labor or materials furnished under the contract for the above project.

SWORN STATEMENT
I hereby certify, under penalty of perjury and false swearing, that the foregoing statements are true and correct.

Dated this _____ day of _____, 20___.

Contractor:
By: _____
Title:

STATE OF OREGON)
) ss.
County of _____)

On this _____ day of _____, 20___, before me personally appeared _____, _____whom I know personally
_____whose identity I proved on the basis of ___
_____whose identity I proved on the oath/affirmation of _____, a credible witness to be the signer of the above document, and he/she acknowledged that he/she executed the same under oath/affirmation.

_____
Notary Public for Oregon

EXHIBIT I: CERTIFICATE OF FINAL COMPLETION

Project Number: _____

Project: _____

_____

Contractor: _____

Contract Signed: _____ Contract Expires: _____

Contract Completed: _____ Delinquent: _____

I hereby certify that I have completed my contract, furnished the materials, and performed the work as shown by the final estimate of the City, according to the plans and specifications.

_____ _____ _____
Contractor *Title* *Date*

The City has determined the project is 100% complete in compliance with all contract documents.

_____ _____
Inspector Supervisor *Date*

_____ _____
Project Manager *Date*

_____
CITY of ASHLAND *Title* *Date*

Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts ownership of the work and the start date of the warranty period.

EXHIBIT J: ADDITIONAL INSTRUCTIONS TO BIDDERS

The provisions of Oregon Administrative Rules Chapter 137, Divisions 46 and 49, apply to all bids and contracts concerning Public Improvements and Public Works in the City of Ashland. The OAR provisions control over any conflicting language in the City Standard Terms and Conditions, Special Provisions, including Technical Provisions and the OAR provisions are incorporated herein by this reference.

1. BID PROVISIONS

a. Bid Security. [OAR 137-049-0290]

No bid will be received or considered unless the Bid is accompanied by a certified check, cashier's check, (payable to the City of Ashland), surety bond (in approved form)(f/k/a/ bid bond), or irrevocable letter of credit issued by an insured institution [ORS 706.008] (in an approved form) in an amount equal to ten percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of the contract. Said security shall be irrevocable for 60 days, unless specified otherwise. The bid security shall be forfeited, at the City's option, as fixed and liquidated damages, if the bidder fails or neglects to furnish the required performance bond, the insurance, or to execute the contract within 10 working days after receiving the contract from the City for execution. When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. THE BIDDER SHALL HAVE THE SURETY USE THE BID BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE REJECTED.

All such certified checks or surety bonds will be returned to the respective bidders within 10 working days after the bids are opened, except those of the two low bidders. The bid security of the two low bidders will be held by the City until the selected bidder has accomplished the following:

A. Executed a formal contract;
B. Executed and delivered to the City a Performance Bond and Payment Bond, both in the amount equal to 100% of the Contract Price;
C. Furnish proof of public works bond filed with BOLI; and
D. Furnish the required Certificates of Insurance.

Upon the execution and delivery to the City of Ashland of the Contract and Performance Bond and Payment Bond and furnishing proof of a Public Works Bond filed with BOLI by the successful bidder, the bid security shall be returned to the bidder. The bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract or bonds shall forfeit the bid security that accompanied the bid. It is hereby specifically provided that a forfeiture of said bid security be declared by the Council if the contract and performance bond and payment bond are not executed and delivered to the City within ten (10) working days of the day of the receipt by the successful bidder of the prepared contract. The Council, at its option, may determine that the bidder has abandoned the submitted accepted bid, in which case the bid security shall become the sole property of the City and shall be considered as liquidated damages and not as a penalty for

failure of the bidder to execute the contract and bond. The security of unsuccessful bidders shall be returned to them after the contract has been awarded and duly signed.

2. FORM OF BID

A. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the Bid form furnished by Owner. The bid must be signed by the Contractor or a duly authorized agent. If erasures or other changes appear on the form, they shall be initialed in ink by the person who signs the bid. The bidder shall not alter, modify or change the Bid forms except as directed by addendum. All applicable blanks giving general information must be completed, in addition to necessary unit price items and total prices in the column of totals to make a complete bid. The Bid is the bidder's offer to enter into a contract which, if the Bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Bid, as well as the Solicitation Documents. A bidder shall not make the Bid contingent upon the City's acceptance of specifications or contract terms which conflict with or are in addition to those advertised in the Notice to Contractors and Invitation to Bid. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids

B. Unless otherwise specified, Bidders shall bid on all bid items included in the bid and the low Bidder shall be determined. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.

C. Bidders shall state whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

3. INTERPRETATION OF CONTRACT AND ADDENDA

If a bidder finds error, discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their interpretation or meaning, the bidder shall at once notify the City Contact Person/ Project Manager. The City will investigate and determine if an addendum will be issued.

If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder needs additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Project Manager at least ten (10) days, unless otherwise specified, before the scheduled closing time for submission of bids.

If, in the opinion of the Project Manager, additional information or interpretation is required, an addendum will be issued to all known specification holders.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. City shall supply copies of such Addenda will not be mailed but will be posted on the website and available at Community Development Department Counter; failure of

the Contractor to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT, OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

4. EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

A. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Bidder as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.

B. The City will not pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the Invitation to Bid. When submitting a bid, the Bidder agrees that consideration has been given to the requirements and conditions contained throughout these Bid Documents.

C. Notice: It is further understood that a Bid awarded hereunder is subject to the City being able to comply with all zoning and land development ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for structures contemplated in the project, any or all of which conditions may be contained in the Contract or Contract Special Provisions and if such conditions are not satisfied may result in termination of the Contract.

5. FAMILIARITY WITH LAWS AND ORDINANCES

A. The Bidder is presumed to be familiar with all Federal, State, and Local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, it shall immediately be reported to the Owner in writing.

6. UNIT BIDS

A. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The City does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement that were necessary to complete the work.

B. Bidders must include in their bid prices the entire cost of each item of work set forth in the Bid, and when, in the opinion of the City, the prices in any bid are obviously unbalanced, such bid may be rejected.

C. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature are required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

7. WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

A. Bids may be withdrawn on written request received from the bidders prior to the time fixed for opening. The request shall be executed by the bidder or a duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new Bid. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened. The Bid will be irrevocable until such time as the City:

- Specifically rejects the Bid, and
- Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

B. Prior to Bid Opening, changes may be made provided the change is initialed by the Bidder or the Bidder's agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

C. No Bidder may withdraw a bid after bid opening unless sixty (60) days have elapsed and the City has not awarded a contract.

8. MISTAKES IN BIDS

A. To protect the integrity of the competitive solicitation process and to assure fair treatment of Bidders, City will carefully consider whether to permit waiver, correction or withdrawal for certain mistakes.

B. Treatment of Mistakes. City shall not allow a Bidder to correct or withdraw a Bid for an error in judgment. If the City discovers certain mistakes in a Bid after Opening, but before Award of the Contract, the City may take the following action:

(a) City may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:

(i) Return the correct number of Signed Bids or the correct number of other documents required by the Solicitation Document;

(ii) Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and

(iii) Acknowledge receipt of an Addendum to the Solicitation Document, provided: it is clear on the face of the Bid that the Bidder received the Addendum and intended to be bound by its terms; and the Addendum involved did not affect price, quantity or delivery.

(b) City may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in writing. A clerical error is a Bidder's error in transcribing its Bid. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). In the event of a discrepancy, unit prices shall prevail over extended prices.

(c) City may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only if the Bidder shows with objective proof and by clear and convincing evidence:

(i) The nature of the error;

(ii) That the error is not a minor informality under this subsection or an error in judgment;

(iii) That the error cannot be corrected or waived under subparagraph (b) of this subsection;

(iv) That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;

(v) That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;

(vi) That the Bidder will suffer substantial detriment if the City does not grant it permission to withdraw the Bid;

(vii) That the City's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the City or the public it represents; and

(viii) That the Bidder promptly gave notice of the claimed error to the City.

(d) The criteria in subsection (c) above shall determine whether a City will permit a Bidder to withdraw its Bid after Closing. These criteria also shall apply to the question whether an City will permit a Bidder to withdraw its Bid without forfeiture of its bid bond (or other bid security), or without liability to the City based on the difference between the amount of the Bidder's Bid and the amount of the Contract actually awarded by the City, whether by award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.

C. Rejection for Mistakes. The City shall reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid (i.e., documents submitted with the Bid).

9. REJECTION OF BIDS

a. The City may reject any Bid upon a finding that the Bid meets the criteria specified in OAR 137-049-0440(1)(a) or (b) or has not provided the certification required under OAR 137-049-0440(3). The City shall reject a Bid from a Bidder who meets the criteria specified in OAR 137-049-

0440(1)(c). The City may, for good cause, reject any or all bids upon a finding it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed contract is not abandoned, new bids may be called for as in the first instance. The City may, at its own discretion, waive minor informalities.

b. This Invitation to Bid does not commit the City to pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies, subsurface investigations or designs for the preparation of a Bid, or for procuring or contracting for the items to be furnished pursuant to the Contract Documents.

The City reserves the right to reject any or all bids when such rejection is in the best interest of the City of Ashland. Bids may be rejected if they show any alteration of form, additions not called for, conditional Bids, incomplete Bids, erasures, or irregularities of any kind.

When Bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be submitted with the Bid or on file with the City Administrator prior to opening of bids; otherwise, the Bid will be rejected as irregular.

More than one Bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, for the items bid, will be cause for the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof, is interested.

If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, and all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

10. BID PROTEST. *[OAR 137-049-0260].*

Bidders may, in writing protest or request changes of any specifications or contract terms in accordance with adopted City contracting rules. The written protest or request for changes must be received by the City no later than ten (10) calendar days prior to the Bid Closing Date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms and a description of the prejudice to the bidder. Envelopes containing bid protests shall be marked “Contract Provision Protects or Request” with the Bid Number and Closing Date. No protest against award, owing to the content of the bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

11. ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at $1,000,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or securing exemption or partial exemption from the requirements of ORS 654.150 (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Determination of applicability of ORS 654.150 to the project is the sole responsibility of the Contractor.

EXHIBIT K: NONDISCRIMINATION AND EQUAL OPPORTUNITY POLICY FOR CONTRACTORS

CITY OF ASHLAND

Nondiscrimination and Equal Opportunity Policy for Contractors

1. *GENERAL POLICY OF NON-DISCRIMINATION*

It is the policy of the City of Ashland to promote equal opportunity to all persons regardless of race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation, in respect to employment, public services, facilities and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, public services, facilities or accommodations, the following more specific obligations, terms, or conditions shall apply.

2. *DISCRIMINATION BECAUSE OF RELIGIOUS BELIEF*

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodation cannot be made without undue hardship to the employer.

3. *DISCRIMINATION BECAUSE OF SEX*

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decision is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to public services, facilities, and accommodations the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on a basis of sex where:

A. Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or

B. The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. *DISCRIMINATION BECAUSE OF DISABILITY*

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to accommodate any physical or mental disabilities of an employee or applicant, but such accommodations cannot be made without undue hardship to the employer; or where, because of such disability, the employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without undue hardship to the employer.

With respect to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

A. Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or

B. A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.

C. The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular handicap in some respect specially related to the educational, medical, psychological, mobility, social or economic needs of persons so disabled.

5. *DISCRIMINATION BECAUSE OF AGE*

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

A. Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;

B. The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

A. The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such persons; or

B. The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. *DEFINITIONS*

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

A. Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.

B. "Disability" and "handicap" are intended to be synonymous.

C. The Contractor is not entitled to advisory opinions or advice from City representatives as regards the specific application of this policy. It is up to the Contractor, and their own legal counsel to ascertain compliance with this policy, federal, state and local law. The City expressly disclaims any responsibility for the Contractor's reliance on advice or opinions given by City representatives.

D. The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this Policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. ADVERTISING AND PROMOTIONAL MATERIAL

A. In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

"_____(name of contractor)_____ is an equal opportunity employer and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation."

EXCEPTION: In "classified" advertising the Contractor need only include the statement "An Equal Opportunity Employer".

B. In all advertising, postings, and promotional material relating to programs and services funded in whole or in part under a contract with the City of Ashland, the Contractor shall include the following statement:

"This _____(program or service as applicable)_____ is open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap or political affiliation. For further information about this equal opportunity policy, contact ___(name of contractor's representative)___ at __(phone number)__.

8. *RETALIATION*

The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Ashland, or any state or federal court or agency.

9. *GRIEVANCE PROCEDURE*

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached "Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Ashland where it conducts any operations. Likewise, the Contractor shall fully cooperate with the designated representative of the City of Ashland and state and federal civil rights compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. *VIOLATIONS*

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Ashland contracts, or both.

11. *CONTRACTS DIRECTLY FUNDED BY FEDERAL OR STATE AGENCIES*

If this Contract is funded in whole or in part by federal or state grants, there may be imposed on the Contractor the additional obligation of "affirmative action" to ensure equal opportunity, and specific standards and reporting requirements to be met. "Affirmative action", in general, means taking positive and affirmative steps to involve historically disadvantaged classes of persons in the performance of the work or participation in the benefits of this Contract. These steps may include special recruitment efforts, specific goals as to percentages of such persons employed in certain jobs, specific goals as to percentages of such persons employed in certain jobs, specific standards for the amount of work to be subcontracted to minority-owned businesses, etc.

If there are such additional requirements beyond this policy, the Invitation for Bids will state:

"This project is funded in whole or in part through Oregon Parks and Recreation Dept. Local Government Grant Program. Special equal opportunity requirements imposed by that agency are contained in the bid documents, and bidders are cautioned to examine them carefully in preparing their bids."

EXHIBIT L: RESPONSIBLE BIDDER DETERMINATION FORM

This form is to be completed and submitted by the City to the CCB (ORS 279C.375). It is included in the solicitation documents for Bidders' information only

Project Name: _____

Project Number: _____

Bid Number: _____

Business Entity (Bidder): _____

CCB License Number: _____

Form Submitted By (Contracting Agency): _____

Form Submitted By (Contracting Agency Representative): _____

Title: _____ Date: _____

The contracting agency has (check all of the following):

☐ Checked the list created by the Construction Contractors Board under ORS 701.227 for Bidders who are not qualified to hold a public improvement contract.

☐ Determined whether the Bidder has met the standards of responsibility. In so doing, the contracting agency has found that the Bidder demonstrated that the Bidder:

- ☐ Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
- ☐ Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.
- ☐ Is covered by liability insurance and other insurance in amounts required in the solicitation documents.
- ☐ Qualifies as a carrier-insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- ☐ Has disclosed the Bidder's first-tier subcontractors in accordance with ORS 279C.370.
- ☐ Has a satisfactory record of performance.
- ☐ Has a satisfactory record of integrity.
- ☐ Is legally qualified to contract with the contracting agency.

☐ Has supplied all necessary information in connection with the inquiry concerning responsibility.

☐ Determined the Bidder to be (check one of the following):

- ☐ Responsible under ORS 279C.375 (3)(a) and (b).
- ☐ Not responsible under ORS 279C.375 (3)(a) and (b).

PART III - SPECIAL PROVISIONS

Hunter Park Tennis Courts Rehabilitation
Project Number 000864
Public Improvement Contract

WORK TO BE DONE

The general character of the work for this Project includes supplying all labor, equipment, and materials necessary to perform the following major work items involving Hunter Park Tennis Courts Rehabilitation

- Acquisition of permits and issuance of all required notifications.
- Removal and disposal of asphalt surfacing
- Asphalt paving
- Recreational court surfacing
- Fencing removal and disposal
- Installation of vinyl fencing and gates, including windscreen
- Removal of existing drinking fountain
- Installation of drinking fountains, including concrete pads and waterlines
- Tennis netting and footing demolition
- Tennis netting installation

- BID ALTERNATIVE: Wall siding demolition, installation and painting

BACKGROUND

The City of Ashland (City) owns and operates the Hunter Park Tennis Courts located at 1699 Hunter Court in Ashland, Oregon. The courts are the largest tennis facility in the City and are widely used by the community. There are 8 asphalt-surfaced courts with a 3-foot-wide wooden divider wall separating the courts into 2 sections. The courts are surrounded by a 10-foot-high perimeter fence with a shorter 4-foot-tall fence separating the individual courts. The courts' condition is beginning to deteriorate. This deterioration, mainly cracking in the asphalt playing surface, has led the City to conclude that the courts should be redone.
The City has requested design for replacing the existing playing surface, center dividing wall, and interior and exterior fencing.

APPLICABLE SPECIFICATIONS

These technical specifications detail project requirements, standards, and expectations that the Contractor must comply with to construct this project. They provide detailed information about the products and materials used, allowable construction methods, quality standards, performance criteria, submittal requirements, and other information that pertains to this project. They are to be used in conjunction with the project plans for construction of the project, and shall be followed by the Contractor, and referred to by the Engineer.

Origination: These technical specifications were prepared by RH2 Engineering, Inc., and are an adaptation of Construction Specifications Institute (CSI) specifications format.

Organization: These specifications are organized into 18 Divisions. Brief descriptions of each division are provided below:

Division 1 General – This division provides general information about the project, including definitions, summary of the work to be performed, required permits, use of the project sites, payment procedures, and other information that pertains to the overall project.

Division 2 Sitework – This division covers the requirements for sitework including site preparation, site improvements, demolition and structure moving.

Division 3 Concrete – This division covers requirements for concrete work including concrete mix, grout, concrete anchors, reinforcement, and other products and work requirements pertaining to concrete work.

Division 4 Masonry – This division is not used for this project.

Division 5 Metals – This division is not used for this project.

Division 6 Wood, Plastics, and Composites – This division covers requirements for rough carpentry and finish carpentry work.

Division 7 Thermal and Moisture Protection – This division covers requirements for siding, trim, and sealants.

Division 8 Openings – This division is not used for this project.

Division 9 Finishes – This division covers painting and coating requirements.

Division 10 Specialties – This division is not used for this project.

Division 11 Equipment – This division covers equipment to be installed particularly athletic equipment.

Division 12 Furnishings – This division is not used for this project.

Division 13 Special Construction – This division is not used for this project.

Division 14 Conveying Systems – This division is not used for this project.

Division 15 Mechanical – This division covers mechanical requirements including plumbing, piping systems, valves, water meters, pressure gauges, and other mechanical products or features of this project.

Division 16 Electrical – This division is not used for this project.

Division 17 Automatic Control – This division is not used for this project.

Division 18 Measurement and Payment – This division includes descriptions for each bid item included in the Bid Schedule.

CLASS OF PROJECT

This is a Public Improvement Contract.

PART IV –PLANS, SPECIFICATIONS AND OTHER TECHNICAL DOCUMENTS

EXHIBIT M: ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP

ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP shall be followed if any archaeological sites, objects, or human remains are found. Archaeological materials are protected under Federal and State laws, and their disturbance can result in criminal penalties.

This document applies to the Contractor, including any and all individuals, organizations, or companies associated with the project.

WHAT MAY BE ENCOUNTERED

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP.** Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Examples include, but are not limited to:

- Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads
- Historic building materials such as nails, glass, cans, barrel rings, farm implements, ceramics, bottles, marbles, beads
- Layers of discolored earth resulting from hearth fires
- Structural remains such as foundations
- Shell middens (mounds)
- Human skeletal remains and/or bone fragments (whole or fragmented)

If in doubt — call it in.

DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING

1. Stop **ALL** work in the vicinity of the find.
2. Secure and protect the area of inadvertent discovery with a **30 meter / 100 foot buffer** — work may continue outside of this buffer.
3. Notify the **Project Manager** and **Agency Official.**
4. The Project Manager will contact a **professional archaeologist** to assess the find.
5. If the archaeologist determines the find is archaeological, contact **SHPO.** If it is determined **not** to be archaeological, work may continue.

HUMAN REMAINS PROCEDURES

1. If it is believed the find may be **human remains, stop ALL work.**
2. Secure and protect the area of inadvertent discovery with a **30 meter / 100 foot buffer,** then work may continue outside of this buffer with caution
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**
4. Notify:
    - Project Manager
    - Agency Official
    - Contracted Archaeologist (if applicable)
    - Oregon State Polics – **DO NOT CALL 911**…… 503.378.3720
    - SHPO (State Historic Preservation Office)…….. 503.986.0690
    - LCIS (Legislative Commission on Indian Services)….. 503.986.1067
    - Appropriate Native American Tribes (as provided by LCIS)

5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be secured in place along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.
6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

CONFIDENTIALITY

The Agency and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be report to the Agency. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.

EXHIBIT N: CONSTRUCTION SPECIFICATIONS

CONSTRUCTION SPECIFICATIONS – HUNTER PARK TENNIS COURT REHABILITATION

Prepared by:

EXPIRES: 06/30/2026

RH2 Engineering, Inc.
3523 Arrowhead Drive, Ste. 200
Medford, OR 97504

1.10 GENERAL

Sections in these specifications titled "*Common Work for . . .*" shall apply to all following subsections whether directly referenced or not.

Sections in these specifications titled "*Related Sections*" shall be read as integral to the specification as if they were fully detailed within. All work and materials described in such sections shall be provided and performed by the Contractor.

1.10.16 Definitions

Approximate: Generally as shown or described, but has not been verified, or may require adjustment. No level of accuracy is implied or should be assumed.

Calculation(s): When the contract documents require the Contractor to provide calculations, those calculations must be prepared and stamped by a Professional Engineer licensed to practice in the State where the project is constructed or where components requiring calculations are fabricated.

Or Equal (Or Approved Equal): An alternate product, assembly, or method that the Owner's Representative has reviewed based on information provided by the Contractor and determined to provide functional equivalence, or better, than that specified. Such determination does not relieve the Contractor from responsibility should the product, assembly, or method fail to perform as needed.

Owner's Representative: Person(s) authorized by the Owner to observe the work, administer the contract, approve tests, make decisions, and otherwise act as an agent of the Owner. The terms Engineer, Owner's Observer, Owner's Inspector, and Owner are generally interchangeable with the term Owner's Representative.

Proposed: The word refers to work that is part of the Contract, to be performed by the Contractor. The word "proposed" does not need to show up to indicate work by the Contractor. Unless work is specifically noted to be performed by others, all work is to be performed by the Contractor.

Provide: When used in context of the Owner "providing" items (such as materials, water, equipment, etc.), "provide" means that the items are available, but it is the Contractor's responsibility to pick up, haul, off-load, secure, manage, install, test, make provisions for, and perform all work necessary that is not specifically noted as being performed by the Owner.

When used in context of the Contractor "providing" items, it means all materials and work necessary unless stated otherwise.

1.11.00 Summary of Work

Refer to the Invitation to Bid for a complete breakdown of work to be done under this contract.

1.11.02 Reuse of Documents

Contractor and any Subcontractor or Supplier shall not:

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1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
3. The prohibitions of this Paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

1.11.03 Electronic Data

1. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner to Contractor, or by Contractor to Owner, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
2. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the transferring party.
3. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.
4. Computer Aided Design (CAD) files will not be made available to the Contractor. This includes AutoCAD™, Civil3D™, or other similar file types. Only printed hard copies or electronic representations of hard copies (e.g. PDF) will be provided.

1.13 Permits and Licenses

The Contractor shall acquire and pay all costs for all other necessary permits which may include:

- Building Permit
- Disposal Permit

A copy of permits the Owner has acquired are available at the City of Ashland office for examination by bidders. Conform to the requirements of these permits and all other permits issued for this project. Permits the Owner will acquire after the bid opening will be made available when received by the Owner.

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1.14 Work Restrictions

1.14.19 Use of Site

The Contractor shall not perform work activities, store materials or equipment, move equipment through, or disturb in any way the areas outside the project area unless approved by the Owner in writing.

Construction limits may be occupied throughout the duration of the contract.

The Contractor shall provide, maintain, and adjust erosion control fencing, surface covering, and sediment traps for storm-water runoff prior to beginning any work activities within this area as needed.

1.20 PRICE AND PAYMENT PROCEDURES

1.25.00 Substitution Procedures

Any product or construction method that, in the opinion of the Owner, does not meet these specifications will be considered a substitution. Substitutions must be approved prior to incorporation into the project. The Owner has the right to reject any request for substitution. Incomplete requests will not be reviewed.

Requests shall include an explanation of why the request is being made along with drawings, details, specifications, and samples sufficient to allow the Owner to evaluate the proposed substitute. Requests shall include any change necessary in construction methods with a detailed description and related drawings of the proposed methods. Provide an itemized comparison of each proposed substitution with the specified product or method. If the Contractor believes there are no variations from the bid documents, include a statement to that fact in the request for substitution.

In making a request for a substitution, the Contractor represents that they have investigated the proposed product or method and has determined that it provides equal or superior form and function to the product specified. The Contractor shall coordinate incorporation of accepted substitutions into the work, making changes that may be required for the work to be completed.

The Contractor waives all claims for additional costs and time related to substitutions. The Owner reserves the right to charge the Contractor for the Owner's time required for incorporating the substitution into the work which may include but not be limited to observation, requests for information, and commissioning.

No guarantee is made that product model numbers included in the specifications or on the plans are current at the time of bidding. The bidder shall provide pricing in their proposal for current versions of discontinued models. If the bidder is uncertain of the correct replacement model, or feels there is a price discrepancy, the bidder shall request a substitution following the requirements of section 1.25.13.10 Substitutions Prior to Bid Opening. Requests for price increases after award will not be accepted.

1.25.13.10 Substitutions Prior to Bid Opening

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Before opening bids, the Owner may consider written requests from product suppliers or prime bidders for substitutions. All requests for substitution must be received by Owner a minimum of 7 working days prior to bid opening. Approval of substitutions will be only by addendum. The bidder shall include in their proposal all costs for any modifications required to adopt the substitute.

1.25.13.15 Substitutions After Contract Execution

After contract execution, the Owner will consider requests for a substitution of products or methods in place of those specified. Submit electronically, or two hard copies of each request for a substitution. Submit requests early enough for the Owner to review the request without affecting the schedule. The Owner will review with reasonable promptness and will provide a response within 15 working days after receipt of all information required for the review, unless the complexity of the proposed substitution requires, in the Owner's sole opinion, additional review time.

If the Owner approves a request for substitution, and the Contractor subsequently requests an alternate substitution for the same or similar work, the Owner reserves the right to charge the Contractor for the costs required to review the alternate substitution.

1.30 ADMINISTRATIVE

1.31 Project Management and Coordination

1.31.01 Contractor's Responsibility

The work included in this contract is shown on the contract plans and described in these project specifications. All work incidental and necessary to the completion of the work described and shown shall be performed by the Contractor. In submitting a bid for this project, the Bidder warrants that they are an expert in this and related work, that they understand the process and functions shown, and that various work and processes not shown but necessary for the successful operation of this project will be provided by the Contractor.

The General (or Prime) Contractor is fully responsible for providing the subcontractors and suppliers with all relevant portions of the plans and specifications necessary to bid and construct the improvements.

Damage to existing utilities or property shall be repaired or replaced by the Contractor at the discretion of the Owner.

The Contractor and each of the Subcontractors are responsible for coordinating the required inspections. There are specific requirements for inspection responsibilities and the advance notice that must be given to minimize construction delays. It is the Contractor's responsibility to be familiar with these requirements, include the coordination necessary in this estimate of project costs and schedule, and to comply with the requirements during construction. Failure to follow proper inspection and notification procedures may result in on-site work stoppages and removal or demolition of unapproved structures or systems, all at the Contractor's expense. See Starting and Adjusting section for details.

Do not start work on this project or on any public or private right-of-way or easement until clearance is given by the Owner. It will be the responsibility of the Contractor to comply with

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the requirements of any permit for the project. Do not hinder private property access without a 24-hour notice to the private property owner, and do not hinder access for more than an 8-hour period. Do not disrupt emergency aid access to private property.

The Contractor is solely responsible for all elements of site safety. Inspections performed by the Owner are only to monitor and record that project plans and specifications are being complied with and construction is consistent with the design intent.

The Contractor is responsible for managing, coordinating, and overseeing its subcontractors, suppliers, manufacturers' representatives, or any other persons performing Work. The Contractor shall designate and have a competent person, familiar with the project and work being performed, on site at all times when work is being performed..

1.32.13 Scheduling of Work

Refer also to the Completion Time section under the Instructions (or Information) to Bidders.

Where the plans or specifications mention notification periods in hours or days, these time periods are assumed to be working days unless specifically stated otherwise. For example, a requirement of 48-hours notification for work desired to be performed at 1:00 pm Monday requires notification be provided no later than the end of day the preceding Wednesday.

Should the Contractor want to perform work activities on a non-working day or at a non-working time, the Contractor shall submit a request to the Owner. The Contractor shall not perform work activities on a non-working day or time without prior approval from the Owner. A non-working day is defined as any day on which normal work activities are not conducted, such as a Holiday or weekend. Non-working time is defined as any time during which normal work activities are not conducted, such as at night. Owner may delay monthly progress payments if Contractor fails to submit non-working day requests.

1.32.29 Periodic Work Observation

The Owner may elect to have an observer on site to monitor, observe and record construction progress. The Contractor maintains complete responsibility to verify construction is meeting the design intent and is being constructed in accordance with the plans and specifications. It is not the responsibility of the Owner's observer to address neither means and methods issues nor direct safety issues. The Owner's observer does not have the authority to stop work if unsafe conditions are observed.

1.33 Submittals

1.33.23 Shop Drawings, Product Data, and Samples

Submittals are required for all items installed on this contract. Address submittals to:

RH2 Engineering, Inc.
3553 Arrowhead Dr., #200
Medford, OR 97504

Attn: Andrew Taylor

Email: antaylor@rh2.com

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Submittals may be provided in electronic format (preferred) or hard copy. Owner reserves the right to require the Contractor to provide hard-copy submittals at no additional cost to the Owner. When hard-copy submittals are provided, submit three (3) copies; one set will be returned to the Contractor after review.

Electronic submittal via email is acceptable, however the Contractor shall follow up with the Owner to verify that the submittal was received. The Owner assumes no responsibility for emails that do not make it to the recipient. In the case of electronic submittals, only one copy will be returned to the Contractor, either electronically or hard copy at the Owner's discretion.

Submittal data shall contain sufficient information on each item to determine if it complies with the contract requirements. Submittal cutsheets and datasheets shall be annotated by the Contractor to clearly indicate the equipment and materials that will be provided, including any options or additive items. No generic cutsheets or datasheets will be accepted.

Items installed in the work that have not been approved through the submittal process shall be removed and an approved product shall be furnished, all at the Contractor's expense.

Shop drawing review will be limited to general design requirements only and shall not relieve the Contractor from responsibility for errors or omissions, or responsibility for consequences due to deviations from the contract documents. No changes may be made in any submittal after it has been reviewed except with written notice and approval from the Owner.

Shop drawings shall be submitted on 8½-inch by 11-inch, 11-inch by 17-inch, or 22-inch by 34-inch sheets and shall contain the following information:

- Project Name as it appears on the Document Cover.
- Prime Contractor and Applicable Subcontractor.
- RH2 Engineering.
- City of Ashland.
- Applicable Specification and Drawings Reference.
- A stamp or statement that the Contractor has checked the equipment for conformance with the contract requirements, coordination with other work on the job, and dimensional suitability.
- A place for the Engineer to respond. (Engineer may elect to respond using the Engineer's standard forms.)

Submittals that do not comply with these requirements may be returned to the Contractor for re-submittal. The Contractor shall revise and resubmit as necessary. Acceptable submittals will be reviewed as promptly as possible and transmitted to the Contractor not later than 20 working days after receipt by the Engineer. Delays caused by the need for re-submittal shall not be a basis for an extension of contract time or delay damages.

Shop drawings and submittals shall contain the following information:

1. Drawings, dimensions, and weights.
2. Catalog information.

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3. Model number, including descriptions for option and accessory codes.
4. Manufacturer's specifications.
5. Special handling instructions.
6. Maintenance requirements.
7. Wiring and control diagrams.
8. List of contract exceptions.

For integrated or package systems (see also 1.61.31), the components, shop drawings, instructions, and other elements may be submitted and reviewed individually. But the initial submittal must include the complete proposed system, and the final submittal must also be for the complete system clearly indicating all changes made during the submittal process.

The Contractor warrants that they have determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, and have checked and coordinated each submittal with the requirements of the work and of the contract documents.

The Owner will pay the costs and provide review services for a first and second review of each submittal item. Additional reviews shall be paid by Contractor by deducting up to $200 for each hour of review time from the next scheduled payment.

For follow-up submittals, the Engineer will review only those items noted for revision in the preceding review. If the Contractor has modified the submittal in any other way, such modifications must be clearly identified both on a cover transmittal and within the submittal itself.

The Contractor is responsible for identifying the shop drawings and submittals required for this project. Specific submittal requirements may be listed in each section of these specifications. Contractor shall keep a complete and up to date copy of all submittals and review responses at the job site readily available to the Owner for inspection.

1.40 QUALITY REQUIREMENTS

1.42.19 Reference Standards

Work under this contract shall be performed in accordance with applicable sections of the current Oregon State Department of Transportation, hereafter referred to as the Standard Specifications.

Certain other referenced standards used in this specification are from the latest editions of:

- IBC International Building Code
- IFC International Fire Code
- AWWA American Water Works Association
- ANSI American National Standards Institute
- ASA American Standards Association
- ASTM American Society for Testing and Materials

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- OSSC Oregon Structural Specialty Code

1.43.20 Warranty

The Contractor shall warrant all work and products for a period of one (1) year following the warranty start date except for those components and listed warrantees below.

The warranty start date is the date the final payment (not retainage payment) is sent to the Contractor from the Owner.

Warranty does not cover damage due to misuse by the Owner or conditions outside of the Owner or Contractor's control or exceptional events (force majeure) including war, strikes, floods (water exceeding normal high water mark), rainfall in excess of 100 year storm event, fire, earthquakes, high winds (over 85 mph for 3 seconds peak gust), freezes below 10 degrees Fahrenheit (Western Washington), freezes below minus 10 degrees Fahrenheit (Eastern Washington), governmental restrictions, vandalism, utility power failures, or utility power surges (unless due to Contractor provided surge suppressor failure). The Contractor has control over workmanship, third party subcontractors and parts and materials used to complete the project.

1.45.16 Field Quality Control Procedures

Unless otherwise noted on the plans or within these specifications, provide 48-hour notice to the Owner and appropriate reviewing agency for all inspections required. 48-hour notice is defined as two complete working day notice. Time is not counted on weekends and holidays (inspections required on a Monday or the day after a holiday shall be scheduled a minimum of 48 hours in advance not including the holiday hours or weekend hours.)

Contractor shall schedule and arrange for the following inspections and tests with the appropriate reviewing agency and testing company.

- Special Inspections as required per IBC Division 17 and as noted on the drawings
- Any additional inspections required by the Building Department, or other approval agency
- Soils and crushed rock compaction
- Asphalt materials and compaction
- Paint thickness and finished quality

1.50 TEMPORARY FACILITIES AND CONTROLS

1.52.00 Construction Facilities

Construct and locate all field offices, all necessary gates and barricades, fences, handrails, guard rails, and securities required by this contract, or by laws and regulations. Provide shelters and dry facilities for the workers as required. Provide all guards, marks, shields, protective clothing, rain gear, and other equipment required by law, ordinance, labor contracts, Occupational Safety and Health Administration (OSHA) regulations, and other regulations for the maintenance of health and safety. Provide first aid kits and equipment as required by law.

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1.52.20 Locks and Keys

Contractor may provide temporary locks at their discretion. Contractor shall provide Owner with two construction key(s) for all temporary locks. Owner may "double lock" any padlocks at their discretion.

The Owner will provide permanent padlocks.

If the Owner provides a key to the Contractor for existing Owner locks, the Contractor will be responsible for the key until returning it to the Owner. If the Contractor loses the key, the Contractor will pay for re-coring of all Owner locks that use that key.

1.55.26 Traffic Control

Any traffic control activities required during construction shall be consistent with the Uniform Traffic Control Manual, latest edition and applicable local codes. The Contractor shall limit delay of traffic to 4 minutes.

1.56 Responsibility for Damage to Work, Property, and Facilities

As used in this Subsection, the term "Contractor" shall include the Contractor's agents, Subcontractors, and all workers performing Work under the Contract.

The Contractor shall be solely responsible for damages caused to the Work, the Property, Facilities, and Equipment arising from:

- The Contractor's operations
- The Contractor's negligence, gross negligence, or intentional wrongful acts
- The Contractor's failure to comply with any Contract provision
- Any damages, including theft, vandalism, arson, criminal mischief, or other criminal or illegal behaviors, that are the result of Contractor negligence in site security.

If the damage meets the conditions above, the Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work at the Contractor's expense.

1.60 PRODUCT REQUIREMENTS

1.61 Common Product Requirements

1.70 EXECUTION AND CLOSEOUT REQUIREMENTS

1.71 Examination and Preparation

1.71.23.16 Construction Surveying

The Contractor is responsible for surveying and staking and shall stake out the locations of the permanent easements, temporary easements, rights-of-way, and all major facilities shown on the Plans and establish bench marks at locations designated by the Owner. The Contractor shall protect all stakes and marks in their original conditions. If stakes and markings are

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destroyed or defaced before their use is ended, the cost of replacing them will be at the Contractor's expense. All stakes, points, and marks, shall be administered and approved by a registered professional land surveyor licensed in the State of Oregon. Provide approved and stamped survey notes, and control points to the Owner for as-built purposes.

Contractor to survey the station line(s) and install pins or offset stakes every 50 feet within areas that will not be disturbed by construction. For utility work, 5-foot and 10-foot offset stakes must be provided for major components including, but not limited to: tees, valves, manholes, catch basins, changes in angle 45-degrees or more, and vaults larger than 4-foot square.

Replace all damaged survey monuments in accordance with ORS 209.150.

1.74 Cleaning and Waste Management

1.74.13 Progress Cleaning

If an area of the project will be left idle, or minimal work performed for more than two weeks, the Contractor shall clean up the area prior to moving. In this context, clean-up means: stockpiles and materials shall be removed so as not to be obstructions or hazards; surfaces graded smooth as to their purpose; traffic control systems removed, and traffic restored to the satisfaction of the local road agency.

1.74.23 Final Cleaning

All areas impacted by the work shall be restored to at least original condition, unless specifically identified otherwise in the plans or specifications. All costs are incidental.

Clean up debris and unused material and remove from the site and any buildings. If vehicle traffic causes ruts, repair asphalt (new or existing) in paved areas. In non-traffic areas back track with dozer or excavator and repair to final surface condition including necessary hydroseed, mulch, and landscaping. Eliminate weeds within the construction area prior to project closeout.

Buildings shall be broom clean and all foreign damage or markings removed or repaired.

Equipment shall be washed clean using appropriate methods.

Unpainted exposed concrete structures shall be cleaned to a consistent bare concrete surface finish. Remove extraneous substances such as efflorescence, leakage residue, and excess repair materials.

Remove existing equipment or materials identified in the contract documents or that interfere with the work. Dispose of all such existing equipment or materials unless the Owner requests items to be salvaged for their use. Owner has first right of salvage.

Should the Owner identify salvageable items of their property prior to removal, the Contractor shall protect said items from damage during the work, and will be responsible for reimbursing the Owner should the Contractor damage the items.

1.78 Closeout Submittals

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1.78.39 Project Record Documents

Prior to receiving final payment for the work, deliver a complete set of "As-Constructed" records (also called as-built, or record plans) to the Owner. The Owner has sole discretion to determine if the records provided are legibly and accurately presented and may request revisions, which shall be provided by the Contractor at no additional cost. Records shall be made as follows or as approved by the Owner:

- Yellow markings or highlights = deleted items
- Red markings = new or modified items

Records shall be made on clean unmarked ANSI D-size hard-copy prints.

The Contractor shall submit copies of preliminary as-constructed records documenting the previous month's work with each pay request. Preliminary records shall consist of photocopies/scans of field notes and redlined drawings and shall contain sufficient detail to accurately locate the horizontal and vertical location of all permanent improvements based on an established and consistent control point(s). Failure to provide complete and accurate preliminary as-built information will constitute grounds for withholding progress payments.

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2.00 GENERAL

Sections in these specifications titled "*Common Work for . . .*" shall apply to all following subsections whether directly referenced or not.

2.05 Common Work for Exterior Improvements

This division covers the work for providing materials and performing all sitework as described in these specifications and as shown on the Plans.

Part 1 - General

Submittals

Submittal information shall be provided to the Owner for the following items:

- Dump Site Permits
- Paving
- Recreational Court Surfacing

Other items listed in this section or required by the Owner.

2.10 SITE PREPARATION

2.11.4 Pipe Bedding

Part 1 – General

Summary

Fill placed below and around buried utilities. The bedding material has been selected to support the weight of the utility by distributing the load so that the completed utility and backfill system does not weigh more than the native material. The grain size has been selected so that the bedding will not migrate into the bottom of the trench. Maintain the integrity of the utility design by using the appropriate pipe bedding material.

Submittals

Recent aggregate gradations.

Definitions:

Unrestrained: Push-on joints or similar.

Fully restrained: All pipes and fittings are restrained.

Partially restrained: Some pipes and fittings are restrained.

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Part 2 – Products

Materials

Pipe bedding used around restrained joint pipe must consist primarily of sand and angular gravels. Clay, rounded gravels, and pea gravel are not acceptable. Silty sands may be used with the Owner's approval but may require additional length of restrained joint pipe.

For Ductile Iron, Steel, or Concrete Pipe larger than 4-inch diameter: Bedding material shall conform with Section 00405.12 Bedding of the Standard Specifications and be open graded aggregate conforming with Section 02630.11

For PVC, HDPE, CPEP sewer, storm, and water piping regardless of diameter and all other piping and conduit 4-inch in diameter or less conform with Section 00405.12 sand bedding of the Standard Specifications or as approved by the Inspector.

Part 3 – Execution

Installation/Construction

Bedding material shall bear on firm subgrade, surround the pipe and conduits to the limits shown on the Plans, and provide uniform support along the entire length. Excavate holes for pipe bells to prevent concentrated loading at joints or bridging of the pipe.

2.11.5 Trench Backfill

Part 1 – General

Summary

All fill placed above the pipe bedding in a trench shall be "Trench Backfill". The trench backfill material has been selected to distribute surface loads over the utility. The grain size has been selected so that the trench backfill will not migrate into the pipe bedding or trench walls. Take particular care to maintain the integrity of the utility design by using the appropriate trench backfill material where shown.

References

Trench backfill shall consist of materials conforming to Section 00405.14 Trench Backfill of the Standard Specifications and be Dense Graded conforming with Section 02630.10, or as approved by the Owner.

Part 3 – Execution

Installation/Construction

Place and compact trench backfill above the pipe bedding to finished grade elevations in unrestored areas or to subgrade elevations in restored areas.

Trench backfill shall follow the requirements of Section 00405.40 of the Standard Specifications.

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2.11.6 Rock Backfill for Drains

Part 1 – General

Summary

All fill placed around drain pipes in a trench shall be "Rock Backfill for Drains". Rock backfill for drains shall provide drainage for stormwater runoff and infiltration galleries.

References

Rock backfill for drains shall be clean washed, 4-inch minus round river cobbles with less than 5 percent passing the ¾-inch screen or similar as approved.

2.11.7 Crushed Rock Base Course

Part 1 – General

Summary

All fill placed directly under and against paving, foundations, and structures unless otherwise called out on the Plans.

References

Aggregate for gravel base course under structures, and foundations shall conform Section 02630.10, Dense –Graded 1½-inch - 0 of the Standard Specifications.

2.12 Road Surfacing

2.12.3 Hot Mix Asphalt (HMA) / Asphalt Concrete Pavement (ACP)

Part 1 – General

Definitions

The Plans and specifications may call out Hot Mix Asphalt (HMA) or Asphalt Concrete Pavement (ACP). The terms are synonymous.

References

References

Hot Mix Asphalt (HMA) shall comply with Section 00744 of the Standard Specifications. All HMA shown on the Plans shall be Commercial Level 1 HMA unless otherwise noted. Furnish, place, spread, and compact HMA to the thickness shown on the Plans.

HMA used for playing surfaces shall be HMA Class 3/8 -inch. Furnish, place, spread, and compact to the thickness shown on the Plans.

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2.18 Miscellaneous Surfacing

2.18.3 Recreational Court Surfacing

Part 1 - General

General Description

Textured acrylic surfacing for asphalt tennis courts and similar play areas.

Related Sections

A. Related Sections
    a. Section 2.12.3 Hot Mix Asphalt (HMA)/Asphalt Concrete Pavement (ACP)
B. Reference
    a. United States Tennis Association (USTA)
    b. International Tennis Federation (ITF)
    c. American Sport Builders Association (ASBA)

Quality Assurance

A. Surfacing shall conform to the guidelines of the ASBA for planarity.
B. All surface coatings products shall be supplied by a single manufacturer.
C. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
D. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
E. The installer shall be an authorized applicator of the specified system.
F. The manufacturer's representative shall be available to help resolve material questions.

Submittals

A. Manufacturer specifications for components, color chart and installation instructions.
B. Physical samples of all color-finished components of the surface system.
C. Authorized Applicator certificate from the surface system manufacturer.
D. ITF classification certificate for the system to be installed.
E. Reference list from the installer of at least 5 projects of similar scope done in each of the past 3 years.
F. Current Material Safety Data Sheets (MSDS).

Material Handling and Storage

A. Store materials in accordance with manufacturer specifications and SDS.
B. Deliver product to the site in original unopened containers with proper labels attached.

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C. All surfacing materials shall be non-flammable.

Guarantee

A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

Part 2 - Products

Manufacturers

A. California Sports Surfaces, a division of the ICP Group, Andover, MA. 01810 / Plexipave System www.plexipave.com

B. or approved equal

Materials

A. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections.

B. Crack Filler (California Crack Filler) - for use in filling fine cracks.

C. Acrylic Filler Course (California Acrylic Resurfacer) – for use as a filler for new or existing asphalt surfaces. The acrylic filler shall be blended with approved silica sand at the job site.

D. Acrylic Color Playing Surface (Plexichrome Ultra Performance/Plexipave Color Base) – for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture. *Factory Fortified Plexipave may be used as an alternative material.

E. Line Paint (California Line Paint) – for use as the line marking on the court/play surface.

F. Water – for use in dilution/mixing shall be clean and potable.

G. or approved equal.

Material Specifications

A. Court Patch Binder – acrylic resin blended with Portland Cement and silica sand.

B. Plexipave Crack Filler – acrylic resin heavily filled with sand.

C. California Acrylic Resurfacer – acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.

D. Plexichrome Ultra Performance –acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments.

E. Plexipave Color Base(Red, Light Green, confirmed via submittal) – acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.

F. California Line Paint (White, confirmed via submittal) – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.

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All surfacing materials shall be non-flammable and have a VOC content of not less than 100g/L. Measured by EPA method 24.

Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to ensure quality and stability.

Part 3 - Execution

Weather Limitations

A. Do not install when rainfall in imminent or extremely high humidity prevents drying.

B. Do not apply unless surface and air temperature are 50°F and rising.

C. Do not apply if surface temperature is in excess of 140°F.

D. Do not install if surface is wet or damp.

Preparation for Acrylic Color Playing System

A. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.

B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.

C. Depression: Depressions holding enough water to cover a US five-cent piece shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1-gallon Dry Portland Cement (Type I). This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer. The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.

   NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.

D. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.

   a. Over a properly repaired surface of asphalt on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

      Acrylic Resurfacer 55 gallons

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Water	20 - 40 gallons
Sand	600-800 pounds / 60-80 mesh
Liquid Yield	112-138 gallons

On new asphalt, two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

b. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.

c. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

Application of Acrylic Color Playing Surface

A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.

B. Blend color base and Plexichrome Ultra Performance with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

Color Base	30 gallons
Plexichrome	20 gallons
Water	20 gallons

C. Application shall be made by 50 durometer rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.

D. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sy. No application should be made until the previous application is thoroughly dry.

Line Painting

A. Line shall be 2" wide unless otherwise noted on the drawings. Lines hall be carefully laid out in accordance with ASBA and USTA guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sg./gal. (3/4 gal. per tennis court).

Protection

A. Erect temporary barriers to protect coatings during drying and curing.

B. Lock gates to prevent use until acceptance by the owner's representative.

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Clean up

A. Remove all containers, surplus materials and debris.

B. Dispose of materials in accordance with local, state and Federal regulations.

2.30 SITE IMPROVEMENTS

2.31 Fencing and Gates

2.31.1 Common Work for Fencing

Part 1 – General

Related Sections

- Division 1.52.20 Locks and Keys
- Division 3 Concrete
- Division 11.40 Gates

Part 3 – Execution

Preparation

Clear the area along the fence path, remove surface irregularities and grade earth smooth and continuous prior to fence installation.

2.31.2 Temporary Construction Security Fence

Part 1 – General

Related Sections

- Division 10.14.7 Signage

Part 2 – Products

Materials

Provide warning signage at the site entrance for the duration of the project. Sign(s) to be no smaller than 2-feet square with language of (or similar) "Construction Site, No Trespassing".

Part 3 – Execution

Installation/Construction

Provide a 6-feet tall temporary construction fence surrounding the construction site. Space fence posts at a maximum of 12 feet on center. Maintain fence during construction and secure fence after each workday. Install posts securely directly into the ground or set in temporary concrete base blocks. Attach chain link securely to the fence posts. The construction fence may be used in combination with the permanent fence provided that the fence is continuous around the site perimeter.

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2.31.3 Chainlink Fence

Part 1- General

Summary

This section describes the requirements for the chainlink fence located as shown and detailed on the Plans and these specifications.

Related Sections

- Division 2.31.1 Common Work for Fences
- Division 3.31.3 Post Footings
- Division 9.06 Color Schedule

References

Chainlink Fence Manufacturers Institute Product Manual Specifications

ASTM F626, A392, A817, F668, F1043, F1083, A121, F567

Part 2 - Products

Materials

Obtain chain link fences and gates, including accessories, fittings, and fastenings, from a single source.

Chain-Link (woven wire fabric) fencing shall be commercial grade, as detailed on the Plans and in accordance with of the Standard Specifications Section 01050.45 of the Standard Specifications except as modified herein.

Components

Fence Fabric: Black vinyl polymer coated galvanized wire: ASTM F668 class 2b, fused and adhered.

Size: Helically wound and woven to height of as indicated on drawings with 2-inch diamond mesh and core wire gauge of 9. Black vinyl Polymer coating gauge of 8, if required, shall not be included in the wire size measurement.

Selvage of fabric: Knuckled at the top and bottom.

Steel Fence Framework: Steel pipe - Type I: ASTM F1043 Group IC; minimum yield strength of 50,000 psi. Outside diameter (OD) sizes as shown on the Plans. Type B external coating, hot dip galvanized zinc 0.9 oz/ ft^2 with a black polymeric overcoat, Type D interior 90% zinc-rich coating having a minimum thickness of 0.30 mils.

Steel Fence Framework Color Coating: All posts, rails, and fittings shall be coated with a black vinyl (polymer) coating over the galvanized finish to match the fence fabric. Coating shall meet ASTM F1043 requirements for external coatings and shall be fused and adhered.

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Accessories

Chain link fence accessories per ASTM F626 Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.

Top rail and rail ends: Pressed steel per ASTM F626, for connection of rail and brace to terminal posts.

Top rail sleeves: 6-inch (178 mm) expansion sleeve with a minimum 0.137-inch wire diameter and 1.80-inch length spring, allowing for expansion and contraction of top rail.

Post caps: Formed steel weather tight closure cap for pipe posts. Provide one cap for each post. Cap to have provision for barbed wire when necessary.

Wire ties: 9-gauge galvanized steel wire for attachment of fabric to line posts. Thirteen gauge for rails and braces.

Brace and tension (stretcher bar) bands: Pressed steel, minimum 300-degree profile curvature for secure fence post attachment.

Tension (stretcher) bars: One piece lengths equal to 2 inches less than full height of fabric with a minimum cross-section of $^{3}/_{16}$ inch by ¾-inch. Provide tension (stretcher) bars where chain link fabric meets terminal posts.

Tension wire (used when top rails are not required): Polymer Steel Tension Wire ASTM F1664 class 2B, fused and adhered, 6 gauge, with tensile strength of 75,000 psi. Hog ties are permissible.

Tie rod, truss rods, and tightener: Steel rods with minimum diameter of ⅜-inch. Capable of withstanding a tension of minimum 2,000 lbs.

Nuts and bolts to be galvanized.

Windscreen: Provide green UV-stabilized polyethylene windscreen with 85% minimum opacity, hemmed edges with reinforced webbing, and brass grommets spaced 18" O.C. Attach securely to fence with UV-rated ties. Height as specified in plan. Minimum 5-year UV warranty.

Finishes

Colors for all polymer finishes shall be black. All fence components shall be coated including mesh, posts, caps, clips, and rails.

Fabrication

Fence frames that require welding shall be hot dipped galvanized in the shop unless approved otherwise by the Owner.

Part 3 - Execution

Installers

Installers shall have a minimum of two years of experience. References from three previous projects shall be submitted for review during shop drawing submittal.

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Examination

Verify areas to receive fencing are completed to final grades and elevations.

Ensure property lines and legal boundaries of work are clearly established.

Perform complete utility locates within the areas of fencing to verify conflicting utilities. Fence posts may require adjustment to avoid utilities by a minimum of 2-feet.

Installation/Construction

Chainlink Fence Framing Installation:

A. Install chain link fence in accordance with ASTM F567 and manufacturer's instructions.

B. Locate terminal post at each fence termination and change in horizontal or vertical direction of 30 degrees or more.

C. Space line posts uniformly at 10-feet on center maximum and to avoid utilities by 2-feet minimum.

D. Concrete set terminal and gate posts: Drill holes in firm, undisturbed or compacted soil. Trowel finish around post. Slope to direct water away from posts. Footings shall be sized per schedule on the Plans or, if not shown per ODOT Type CL-8R Security (Chain Link) Fence.

E. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.

F. Bracing: Install horizontal pipe brace at mid-height for fences 8-feet tall and over, on each side of terminal posts. Firmly attach with fittings. Install diagonal truss rods at these points. Adjust truss rod, ensuring posts remain plumb.

G. Tension wire: If shown on the Plans, install tension wire before stretching fabric and attach to each post with ties. Secure tension wire to fabric with 12½ gauge hog rings 24 inches O.C.

H. **Post Installation at Existing Concrete or Curb Locations:** Where fence posts occur in existing concrete or curb, **reuse existing post holes where feasible**. Where new penetrations are required, **core drill to required depth** and **anchor posts using non-shrink, non-metallic grout** fully filling the annular space. Posts shall be set plumb and held in position until grout has cured. **Do not remove or replace existing curbs unless specifically noted on the Plans.**

Chain Link Fabric Installation

A. Fabric: Install fabric on side facing outward from site and attach so that fabric remains in tension after pulling force is released. Leave no more than 3-inches between finish grade and bottom selvage. Attach fabric with wire ties to line posts and tension wire at 15-inches on center and to rails and horizontal braces at 24-inches on center.

B. Tension (stretcher) bars: Pull fabric taut; thread tension bar through fabric and attach to terminal posts with bands or clips spaced maximum of 15-inches on center. Hog ties are allowed.

Accessories

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A. Tie wires: Bend ends of wire to minimize hazard to persons and clothing.

B. Fasteners: Install nuts on side of fence opposite fabric side for added security.

Windscreen Installation: Install windscreen after fence fabric is in place. Stretch taut and fasten using UV-rated ties through grommets spaced no more than 18" on center. Ensure windscreen is aligned, free of sag, and does not obstruct gates or fittings.

2.40 DEMOLITION AND STRUCTURE MOVING

2.41.16 Structure Demolition

Part 1 - General

Summary

Demolish all existing ACP on Hunter Tennis Courts to the limits defined in the plan sheet. Do not disturb the Portland Cement Concrete (PCC) or the luminaire bases surrounding and within the ACP to be removed.

References

- ANSI A10.6 Safety Requirements for Demolition Operations
- OSHA

Regulatory Requirements

The Contractor shall obtain all special permits and licenses and give all notices required for performance and completion of the demolition and removal work, hauling, and disposal of debris. The Contractor shall acquire all permits and approvals required for the use of the disposal site(s). The cost of any such permits and approvals shall be included in the Bid Price.

Schedules

Coordinate operations with affected property owners and utilities likely to be impacted by construction and other adjacent contractors. No additional costs or contract time are allowed for delays resulting from a lack of such coordination by the Contractor.

Warranty

Protect, indemnify and save harmless the Owner from any damages that may arise from the Contractor's activities in making these arrangements. Any action required to satisfy any permit and/or any approval requirements in a Contractor provided deposal site shall be performed by the Contractor at no additional expense to the Owner.

Part 3 - Execution

Preparation

All structures, utilities, and properties not specifically targeted for demolition as shown on the Contract Plans, shall be protected from damage or interruption by the Contractor's activities. Responsibility for safety and protection of buildings near or in the project limits are the Contractor's. Repair or replace damaged structures, utilities, and/or properties to the satisfaction of the Owner.

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The location of underground utilities; power, telephone, fiber optic, cable, gas, etc., shown on the Contract Drawings are approximate. The actual locations may vary from those shown. The Contractor is responsible for verifying all utility locations. No extra costs are allowed for delays resulting from utility conflicts for which the Contractor is responsible. On questions regarding the disposition of existing utilities, improvements, or buildings, the Contractor shall contact the Owner for advisement.

Conduct demolition and removal work in a manner to minimize the spread of dust and flying particles.

Construction

Upon abatement of asbestos- and lead-containing materials, demolition may commence. Meet the requirements of the OAR.

All material shall be hauled from the site and properly disposed of per the Oregon Department of Environmental Quality.

Field Quality Control

Burying or burning of trash and debris on the site is not permitted.

Remove trash and debris frequently so their presence will not delay the progress of the work.

Removed materials, trash, and debris shall become the property of the Contractor and be removed from the Owner's property and disposed of in a legal manner. Location of disposal site and length of haul are the Contractor's responsibility.

2.60 CONTAMINATED & WASTE MATERIALS HANDLING

2.60.2 Waste Material Control

Part 1 – General

Quality Assurance

Adhere to all requirements of federal, state, and local statutes and regulations dealing with pollution. Permit no public nuisances.

Use only dump sites that are approved by the regulatory agency having jurisdiction, and present proof of approval upon request.

Part 3 – Execution

Installation/Construction

The Contractor shall take precautions to warn, protect, and prevent the public from all hazards that exist on site due to demolition or construction operations. Surround stockpiled debris with yellow warning tape attached to lath, stakes, poles, or fencing to warn the public of any potential hazard.

Use water sprinkling, temporary enclosures, or other methods to limit dust and dirt from rising and scattering in the air. Collect and clean surface water runoff that is contaminated with site debris, silt, or other material that adversely affects water quality prior to discharge. On-site

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collection ponds may not be used to keep silt laden water from entering the storm water collection system.

Do not use water to control dust when its use may create hazardous or objectionable conditions such as ice formation, flooding, or pollution.

Minimize the amount of dust and other airborne particles caused by any demolition, excavation, stockpiling, or removal activities. Implement dust control measures prior to the beginning of work activities. Exposed soil may be wetted with water or covered to minimize dust creation. Water runoff from the wetting procedure shall be accumulated and cleaned prior to disposal. Remove water runoff accumulation from the site prior to project completion.

Cleaning

Keep the construction area clean and orderly. Upon completion of the work, leave buildings broom clean and all parts of the work clean and free of rubbish and excess material of any kind. Leave fixtures, equipment, walls, and floors clean and free of stains, paint, roofing splashes, or other marks or defects. Upon completion, restore site and all work or equipment and material storage areas to their original conditions. Remove all miscellaneous unused material resulting from work and dispose of it in a manner satisfactory to the Owner. The site, through the progress of construction, shall be kept as clean as possible and in a neat condition.

2.61 Contaminated Materials

2.61.2 Toxic Spill or Release Requirements

Part 3 - Execution

Field Quality Control

During construction, if there is any toxic substance spill or release discharged into the environment, report the location, quantity, date and time of the spill or release to Oregon Office of Emergency Management at 1 (800) 452-0311 and the Owner's Representative. Spills shall be monitored, contained, and cleanse dup to applicable codes at the Contractor's expense.

During construction, spills shall be reported if spill includes:

- Any amount of oil to waters of the state
- Oil spills on land in excess of 42 gallons
- Hazardous materials that are equal to, or greater than, the quantity listed in the Code of Federal Regulations, 40 CFR Part 302 (List of Hazardous Substances and Reportable Quantities), and amendments adopted before July 1, 2002.

Report spills to:

- The Oregon Emergency Response System: 1-800-452-0311.
- The National Response Center: 1-800-424-8802.

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3.00 GENERAL

Sections in these specifications titled "*Common Work for . . .*" apply to all following subsections whether directly referenced or not.

3.11 Formwork

3.15 Concrete Accessories

3.15.02 Premolded Joint Filler

Part 1 – General

References

Premolded joint filler for expansion or through joint applications shall conform to the specifications for "Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction", AASHTO M 213, except the requirement for water absorption is not applicable.

Part 2 – Products

Materials

The thickness and width of premolded joint filler shall be as indicated on the Plans. Where no premolded filler thickness is indicated, the thickness shall be ¾-inch.

3.15.03 Concrete Expansion Joints

Part 2 - Products

Materials

Expansion Joint Dowels shall be epoxy-coated plain steel bars of the dimensions as shown on the Plans and shall meet the requirements of Section 00756.43 of the Standard Specifications.

Joint Sealant shall be MasterSeal CR 195 by as manufactured by Master Builders Technology and as provided by Degussa Construction Chemicals, or equal. Color to match concrete. Surface preparation and prime for water immersion shall be as recommended by the manufacturer. Provide backer rod as recommended by the sealant manufacturer.

The ends of the dowel bars embedded in the expansion side of the joint shall be coated with a parting compound such as grease, or other approved parting compound prior to concrete placement.

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3.20 REINFORCING

3.21 Reinforcement Bars

3.21.11 Plain Steel Reinforcement Bars

Part 1 - General

References

ACI – American Concrete Institute- latest edition

CRSI Manual of Standard Practice – latest edition

Part 2 - Products

Materials

Grade – ASTM A706, Grade 60

ASTM A615, Grade 60 shall be permitted if:

(a) The actual yield strength based on mill tests does not exceed fy by more than 18,000 psi; and,

(b) The ratio of actual tensile strength to the actual yield strength is not less than 1.25.

Detailing - ACI 318 and ACI 315

Lap requirements - See schedule on Plans or as required by ACI 318

Tie wire - 16 gauge minimum

Bar supports shall conform to "Bar Support Specification" CRSI Manual of Standard Practice, MSP-1-80. Provide Class 1, plastic protected bar supports. Use pre-cast concrete blocks to support bars off ground. Bar supports in water holding and buried structures shall be non-metallic.

Bar supports for the bottom rebar mat of suspended slabs or beams in water holding structures must be point supports (chairs or dobbies), not continuous.

Part 3 - Execution

Installation

Reinforcing steel shall be detailed in accordance with ACI 315and 318 and as shown on the Plans. Lap all reinforcements in accordance with "the reinforcing splice and development length schedule". Provide corner bars at all wall and footing intersections. Bend wire bar ties away from formwork to provide the same concrete clearance as shown on the Plans to the bars.

Welding of reinforcing steel shall not be performed unless specifically approved by the Engineer. If approved, Contractor will arrange and pay for all required Special Inspections associated with welding of reinforcing steel.

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Field Quality Control

Reinforcing steel shall be free of rust and loose scale at time of concrete placement. Bars with kinks, improper bends, or reduced cross-section due to any cause will not be used. Bars shall not be field bent. Bars may not be tack-welded or otherwise heated.

If, within the project warranty period, rust spots appear on the concrete due to failure to achieve proper clearance on the rebar or wire ties, the Contractor shall grind out and patch the areas using a method satisfactory to the engineer.

3.30 CAST-IN-PLACE CONCRETE

3.30.05 Common Work for Cast in Place Concrete

Part 1 - General

Delivery

Concrete shall be transported in a truck mixer to the jobsite and discharged within 1.5 hours after cement has been added to water or aggregates. Rejected concrete will be at Contractor's expense.

Part 2 - Products

Components

If allowed, curing materials shall conform to ASTM C171 and liquid membrane-forming compounds shall conform to ASTM C309. When concrete is to be coated or stained, use UV-dissipating form release and curing compounds.

Part 3 - Execution

Preparation

Do not place concrete during rain, sleet, or snow until water and freezing protection is provided.

Position embedded items accurately, and support against displacement or movement during placement. Secure reinforcement in position to prevent movement during concrete placement.

Fill voids in sleeves, insets, anchor slots, etc., temporarily with readily removable materials to prevent entry of concrete into voids.

Before depositing concrete, remove hardened concrete and foreign materials from inner surface of mixing and conveying equipment, remove all debris from space to be occupied by the concrete, and bend wire ties so none are within 1½-inch of the finished surface.

At the beginning of the concrete pour for walls taller than 8 feet, place a 1½ to 2½-inch thick grout pad prior to placing the concrete for the wall. Grout mix shall consist of fine aggregates, concrete and water in the same ratios as used in the wall concrete. The placement of the concrete shall proceed immediately after the grout placement so as to prevent any cold joints.

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At construction joints, thoroughly clean surface of existing concrete to remove laitance. Roughen existing concrete surface to expose aggregate uniformly and apply approved bonding agent to existing concrete in accordance with manufacturer's recommendations. Prior to placing fresh concrete, dampen joint and coat with grout mixture in accordance with ACI 301, Section 8.5.

Installation

Placement shall be in accordance with IBC, Section 1905.

Place no concrete when air temperature is below or expected to be below 40 degrees during the 28-day curing period unless a low temperature concrete mix has been approved by the Owner. Provide adequate equipment for heating materials and protecting concrete during freezing or near freezing weather. Keep materials, reinforcement, forms, and ground in contact with concrete free from frost at time of placement. Heat mixing water as required. Use no materials containing ice.

Place no concrete when air temperature exceeds or is expected to exceed 85 degrees during the 28-day curing period unless a high temperature placement plan has been approved, and unless adequate precautions are taken to protect work. Cool ingredients prior to mixing. Flake ice or crushed ice of a size that will melt completely during mixing may be substituted for all or part of water. Cool forms and reinforcing prior to placing concrete.

Handle concrete from mixer, ready-mixed truck, or from transporting vehicle to place of final deposit by methods which prevent separation or loss of ingredients. Under no circumstances shall concrete that has partially hardened be deposited.

Place concrete in maximum lifts of 3 feet. Deposit concrete continuously so that no concrete will be deposited on concrete which has hardened sufficiently to cause formation of seams and planes of weakness within the section. If a section cannot be placed continuously, locate and reinforce construction joints at points as provided for in the Plans or as approved by the Owner. Maximum concrete drop shall be 5 feet.

Consolidate concrete by vibration, supplemented by hand spading, rodding, forking, or tamping. Thoroughly work concrete around reinforcement, around embedded items, and into corners of forms to eliminate air or rock pockets which may cause honeycombing, pitting, or planes of weakness. Insert and withdraw internal vibrators at points approximately 18 inches in each direction and extend into the lower concrete lifts. At each insertion, the duration shall be sufficient to consolidate the concrete; but not sufficient to cause segregation. Do not use vibrators to transport concrete within forms. Consolidate slabs by utilizing vibrating screeds, roller pipe screeds, internal vibrators, or other approved methods. Have a spare vibrator available at jobsite during concrete placing operations.

After removal of forms, cut out and patch defects in concrete surfaces. Remove form tie cones. Cut or snap off form ties to a depth of ¾-inch. Chip out rock pockets, holes from form tie removal, and other defects to solid concrete. Repair defects in accordance with 3.06.30.71.

3.31.30 Thrust Blocks, Driveways, Curb, Gutter, Sidewalks, Equipment Pads, and Fence Posts

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Part 1 - General

Summary

All concrete for non-structural applications including thrust blocks, driveways, sidewalks, equipment pads, and fence post foundations. Hydraulic or Structural Concrete may be substituted.

Performance Requirements

28-day compressive strength – 4,500 psi minimum

Part 2 - Products

Mixes

Water/cement ratio - 0.45 maximum

Nominal maximum aggregate size – ¾-inch (AASHTO Grading No. 67)

Entrained air ratio – 3.5 percent minimum to 6.5 percent maximum

Entrained air ratio – 4.5 percent minimum to 7.5 percent maximum

3.35 Concrete Finishing

3.35.05 Common Work for Concrete Finishing

Part 3 - Execution

Preparation

Do not place concrete which requires finishing until the materials, tools, and labor necessary for finishing the wet concrete are on the job and acceptable to the Owner. If rainfall is possible, tent the work area prior to the pour and maintain protection until the concrete is cured sufficiently to resist damage.

Application

Each concrete area that requires finishing shall conform to one of the following requirements:

- Equipment Pads - Sacked Wall
- Sidewalks – Light Brushed

3.35.58 Sacked Wall Finish

Part 1 – General

References

Provide sacked finish in accordance with Section 00585 of the Standard Specifications.

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3.35.56 Light Brush Finish

Part 2 – Products

Finish

When concrete has appropriately set, finish with light soft broom finish. Brush perpendicular to slab slope.

Part 3 - Execution

Construction

Consolidate, strike off, and level concrete; but do not work further until ready for floating. Begin floating when water sheen has disappeared and surface has stiffened sufficiently to permit floating operations. Consolidate surface with power-driven floats. Hand floating may be used if area is small or inaccessible to power units.

Field Quality Control

Check surface planeness during or after first floating. Cut down high spots and fill low spots to produce surface with tolerance of ¼-inch in 10 feet in any direction. Re-float to a uniform, smooth, sweat finish concrete.

3.39 Concrete Curing

Part 2 - Products

Materials

Curing compounds are not permitted on surfaces that will receive coatings.

Part 3 - Execution

Installation

All concrete for structures, sidewalks, drives, curbs, shotcrete (see section 3.37), and where directed by the Owner, shall be water-cured in accordance with ACI 308.1 unless approved in advance by the Owner. If allowed, curing compound shall be applied immediately after finishing or form removal. When plastic or burlap covers are used to augment or protect curing, extend sheeting beyond the edges of the concrete and secure against wind lift. Inspect and adjust curing systems daily, including over weekends and holidays.

All exposed surfaces of mass concrete structures shall be cured using an approved curing compound. Curing compound shall be sprayed on the concrete surface in a uniform manner and according the manufacturer's recommendations immediately after the concrete has reached sufficient strength to support a person's weight without creating a visible footprint.

3.60 GROUTING

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3.62 Non-Shrink Grouting

3.62.13 Non-Metallic Non-Shrink Grout

Part 1 - General

Summary

Use Precision Non-Shrink Grout for grouting all equipment base plates, pipe supports, and base plates for metalwork. Precision Non-Shrink grout may also be used for all other non-shrink grouting operations. General Purpose Non-Shrink grout may be used for any applications other than those noted for Precision Non-shrink Grout. Non-shrink grout shall be used to seal all new pipe and conduit penetrations (watertight) into and out of all concrete and CMU block walled structures.

Storage and Handling

Stockpile grout to prevent contamination from foreign materials and store admixtures to prevent contamination or damage from excess temperature change

Part 2 - Products

Materials

Precision Non-Shrink Grout:

Provide a high-precision, fluid, non-shrink, quartz or non-catalyzed metallic aggregate grouting material. Provide a ready-to-use grout that hardens free from bleeding, settlement, or drying shrinkage when mixed, placed and cured at any consistency – fluid, flowable, plastic or damp-pack.

Provide precision, non-shrink natural aggregate grout that when cured produces the following properties:

A. Compressive Strength at fluid consistency (ASTM C109-Modified): 3500 psi (24 MPa) at 1 day, 7500 psi (52 MPa) at 28 days.

B. Passes ASTM C1107 as a grade B grout when tested as temperature minimum and maximums of 45 degrees Fahrenheit to 90 degrees Fahrenheit (8 degrees Celsius to 32 degrees Celsius) at a working time of 30 minutes. Grout must be tested at a fluid consistency per ASTM C939 and remain fluid at temperature range minimum and maximums for the 30-minute working time. All materials including water must be mixed and tested at temperature minimum/maximums.

C. Modulus of Elasticity at 28 days at fluid consistency (ASTM C469): 3.0 x 10^6 psi (20.7 GPa) minimum, 3.9 x 10^6 (27.0 GPa) maximum.

D. Coefficient of Thermal Expansion for fluid consistency (ASTM C531): 7.5 x 10^{-6}/ degrees Fahrenheit maximum (13.5 x 10^{-6}/ degrees Celsius).

E. Flexural strength at 28 days for fluid consistency (ASTM C78): 1300 psi (7.9 MPa).

F. Resistance to rapid freezing – thawing (ASTM C666, Procedure A): 300 cycles- min RDF 90 percent.

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G. Split tensile strength at 28 days at fluid consistency (ASTM C496): 450 psi (3.1 MPa).

H. Pass 24-hour grout test under stated temperature, time and fluidity constraints. See MBT Protection and Repair 24-hour Grout Form.

Precision non-shrink grout shall be MasterFlow 928 or 885 Grout or approved equal.

General Purpose Non-Shrink Grout:

General Purpose Non-shrink grout shall meet the compressive strength and nonshrink requirements of CRD-C 621, Grades B and C; Corp of Engineers Specification for Non-shrink grout; and ASTM C1107, Grades B and C. General Purpose Non-shrink grout shall be MasterFlow 713, Dayton Superior 1107 Advantage, or approved equal.

Provide curing compounds as recommended by the grout manufacturer.

Water to be used in mixing the grout shall be potable.

Mixes

Comply with grout manufacturer's recommendations for mixing procedures.

Adjust water temperature to keep mixed grout temperature in the range of 45 degrees Fahrenheit (7 degrees Celsius) and 90 degrees Fahrenheit (32 degrees Celsius) minimum/maximum.

Use cold or iced water to extend working time in hot weather or in large placements.

Use warm water in cold conditions to achieve minimum as mixed temperatures.

Part 3 - Installation

Preparation

Mechanically remove unsound concrete within the limits of the grout placement.

Remove at least ¼-inch (6mm) of existing concrete facing and continue removal as required to expose sound aggregate.

Thoroughly clean the roughened surface of dirt, loose chips, and dust. Maintain substrate in a saturated condition for 24 hours prior to grouting. Surface should be saturated surface dry at time of grouting.

Clean baseplates and other metal surfaces to be grouted to obtain maximum adhesion. Remove loose rust and scale by grinding or sanding.

Comply with grout manufacturer's recommendations for form construction. Construct forms to be liquid tight.

Installation

Place grout mixture into prepared areas from one side to the other. Avoid placing grout from opposite sides in order to prevent voids. Work material firmly into the bottom and sides to assure good bond and to eliminate voids.

Ensure that foundation and baseplate are within maximum/minimum placement temperatures. Shade foundation from summer sunlight under hot conditions. Warm foundation when foundation temperature is below 45 degrees Fahrenheit (7 degrees Celsius).

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Wet cure exposed shoulders for 48 hours followed by two coats of curing compound for best results. The minimal requirement is to wet cure until grout has reached final set, followed by two coats of curing compounds.

3.64 Injection Grouting

3.64.23 Epoxy Injection Grouting

Part 1 - General

Summary

This section is for the repair of cracks at least 0.005 inches wide in water holding structures that result in excessive leakage.

All requirements shall be in accordance with ACI 503-7 and as specified herein.

References

Excessive leakage shall be as determined in Section 1.75.16.52.

All products in contact with potable water shall have NSF61 certification.

Quality Assurance

A meeting with the Contractor, Owner and Engineer is required to review the procedures at least five working days in advance of the work.

Core holes as required per ACI 503.7 shall be repaired watertight and to the satisfaction of the Engineer.

Acceptance criteria given in 1.5.7.1 of ACI 503.7 may be waived if, upon additional leak testing, excessive leakage is eliminated as determined by the Engineer.

Submittals

Submittals shall be in accordance with ACI 503.7-07, Specification for Crack Repair by Epoxy Injection.

Provide documentation showing the proposed repair products used successfully on at least five similar projects.

Part 2 - Products

Materials

Materials shall be in accordance with ACI 503.7-07, Specification for Crack Repair by Epoxy Injection.

Part 3 - Execution

Execution shall be in accordance with ACI 503.7, Specification for Crack Repair by Epoxy Injection.

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Division 4
Masonry – This division not used

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5.00 GENERAL

This division covers that work necessary for furnishing and installing metalwork as described in these specifications and as shown on the Plans.

Sections in these specifications titled "*Common Work for* . . . apply to all following subsections whether directly referenced or not.

5.05 Common Work for Metals

Part 1 - General

Related Sections

- Division 1.81.45 Location Designations
- Division 9.90.00 Common Work for Painting and Coating
- Division 9.91.13.12 Metals in contact with Concrete
- Division 9.91.13.01 Exterior metals
- Division 9.91.23.04 Galvanized iron and nonferrous

Submittals

Submittal information shall be provided to the Owner for the following items:

- Shop Drawings showing details of Fabricated Metalwork including connections and welding
- Hand rail and guardrail
- Welder certifications if applicable. For ASME Section IX certifications, and if requested by the Owner, provide a continuity log if the last certification was 6 months prior to the work being performed.

Inspections

Unless otherwise noted on the Plans, specifications, or building department requirements, special inspections related to metal fabrications, placement and welding shall be subject to 48-hour notice to the Engineer prior to the inspection time. 48-hour notice is defined in Division 1, Contractor Responsibility.

Any Field welding shown on the Plans will require special inspections in accordance with section 1704.3 of the IBC and AISC 360.

Quality Assurance

Only prequalified welds (as defined by AWS) shall be used.

Fabricator shall be registered and approved by American Institute of Steel Construction (AISC) to perform shop fabrication without special inspection. Submit certificate of

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compliance to the Owner at the completion of fabrication. Owner will forward this to the Building Official.

If fabricator is not registered and approved, or the certificate of compliance is not received, the Contractor shall reimburse the Owner for all Special Inspections required by the IBC on shop fabricated items. The Contractor shall also reimburse the Owner for all Special Inspections required by the IBC for field welding not specifically shown on the Plans. Contractor shall alert Owner at least 30 calendar days in advance if such Special Inspections will be required in order to procure the services of a testing lab.

Special Inspection by the Owner does not relieve the Contractor of responsibility of performing his own inspections and testing to ensure that all items are properly constructed.

Part 2 - Products

Materials

Galvanized Steel

Base metal shall be as specified for Mild Steel.

Hot-dip galvanized after fabrication in accordance with ASTM A 924/A 924M.

Finishes: For pieces that will NOT be painted, galvanize with zinc coating in accordance with ASTM A 653/A 653M. For pieces that WILL be painted, galvanneal with zinc/10 percent iron coating in accordance with ASTM A 653/A 653M.

Manufactured Units

Design of Contractor- or Manufacturer-designed components or assemblies shall meet the specific component requirements as provided here-in, as well as all applicable state and federal codes. Design shall include gravity loads and seismic loads in accordance with ASCE 7-10 Chapter 13 "Seismic Design Requirements for Nonstructural Components". Design criteria shall be as provided herein for components, and as provided on the Plans.

Contractor-designed components and assemblies shall be shop welded and field bolted if possible. Field welding will NOT be allowed unless specifically shown, or there is no reasonable alternative.

Finishes

All steel fabrications shall be surface prepped, shop primed and field coated in accordance with Division 9. Shop priming shall be protected as required to prevent damage to the coating during shipping. Hold back shop priming from areas to be field welded.

Galvanized steel: Division 9

Part 3 - Execution

Fabrication

All welding shall be in accordance with AISC and American Welding Society (AWS) standards and shall be performed by AISC and/or AWS certified welders using electrodes to match base material. Only prequalified welds (as defined by AWS) shall be used. Welding inspection shall be performed in accordance with the applicable AWS provisions and Chapter 17 of the IBC.

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Shop welding requiring inspection or testing per IBC Chapter 17 must be tested by an independent testing laboratory certified by AWS and approved by the owner at the Contractor's expense. Field welding, where required or allowed, will be inspected by a representative of the owner at the owner's expense. This does not relieve the Contractor of responsibility of performing his own inspections and testing to ensure that all items are properly constructed.

All shop welds shall be ground smooth.

Any shop paint on metal surfaces adjacent to joints to be field welded shall be wire brushed to remove the paint film prior to welding.

Where steel items to be welded are galvanized, galvanizing must first be removed by grinding with a silicon carbide wheel, by grit blasting or by sand blasting.Installation

Fabrications shall be installed as shown on the approved shop drawings. All members shall be accurately located and erected plumb and level.

Metal fabrications shall be installed or erected as based on the American Institute of Steel Construction (AISC) "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings", latest edition, plus all referenced code requirements.

Temporary bracing, such as temporary guys, braces, false-work, cribbing, or other elements, shall be provided by the Contractor in accordance with the requirements of the "Code of Standard Practice", wherever necessary to accommodate all loads to which the structure may be subjected, including construction loads. Such bracing shall be left in place as long as may be required for safety. As erection progresses, the work shall be securely bolted or welded to compensate for all loads during construction.

No permanent bolting or welding shall be performed until the structure has been properly aligned.

5.50 METAL FABRICATIONS

5.52 METAL RAILINGS

5.52.05 Common Work for Railings

Part 1 - General

References

Handrail and Guardrail systems shall be designed to meet the requirements of the IBC, ASCE 7, OSHA, and shall comply with Section 1009 of the Oregon Structural Specialty Code.

Performance Requirements

Handrails and guardrails shall be designed to withstand a 200 lbs. concentrated load applied in any direction at any point to the top rail. Handrails and guardrails shall also be designed to withstand a load of 50 lbs./foot applied horizontally to the top rail. The two loads will not be applied simultaneously. The completed handrail installation shall prevent the passage of a sphere not more than 4-inch in diameter in areas with public access or, in areas not open to

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the public, shall have at least a midrail and top rail with 19-inches maximum vertical space between.

Part 2 - Products

Components

Handrail and guardrail systems shall be supplied and installed complete with posts, rails, toe-boards, connectors, plugs, end caps, bolts, nuts and washers, and other accessories as required for a complete installation. Post spacing shall be a maximum of 6 feet, 0 inches on horizontal runs and 4 feet, 0 inches on inclined runs, or as shown on the Plans. Post locations shall be no greater than 24 inches nor less than 9 inches from horizontal or vertical change in handrail direction.

Posts shall not interrupt the continuation of the top rail at any point along the railing, including corners and end terminations. The top surface of handrail or guardrail shall be smooth and shall not be interrupted by a projecting fitting. (OSHA 1910.29(b), WAC 296-24-75011(1))

Toe-board is required where shown on the Plans, and where there is a danger of tools, materials, or equipment falling and striking employees below and shall conform to OSHA standards. Toe-board shall be a minimum of 3.5-inches tall. Toe-board shall begin ¼-inch above the walking surface where the walking surface is a solid surface to allow for drainage (not required for grating walking surface).

Openings in the rail shall be guarded by a self-closing gate (OSHA 1910.23(e)(1)). Safety chains shall not be used unless specifically shown on the Plans.

Handrail shall be face mounted to concrete unless specifically shown otherwise on the Plans.

Finishes

Steel rail systems shall be hot dip galvanized and made to match existing railing on site.

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Division 6
Wood, Plastics, and Composites

6.00 GENERAL

Sections in these specifications titled "*Common Work for . . .*" shall apply to all following subsections whether directly referenced or not.

6.05 Common Work for Wood, Plastics, and Composites

Part 3 - Execution

Construction

Provide temporary bracing, such as temporary guys, braces, false-work, cribbing, or other elements, in accordance with the requirements of the "Code of Standard Practice", wherever necessary to accommodate all loads to which the structure may be subjected, including construction loads. Leave bracing in place for as long as required for safety. Securely fasten the work as erection progresses to compensate for all loads during construction.

Perform no permanent fastening until the structure has been properly aligned.

6.10 ROUGH CARPENTRY

6.11 Wood Framing

Part 1 - General

References

U.S. Department of Commerce/National Institute of Standards and Technology - American Softwood Lumber Standard PS 20.

American National Standards Institute / American Forest and Paper Association National Design Specifications (ANSI/AF&PA NDS).

Part 2 - Products

Components

Structural lumber shall be of the nominal dimensions shown on the Plans and shall not exceed 19 percent moisture content when installed. All pieces shall be Kiln Dried Hem Fir or Spruce-Pine-Fir No. 2 grade or better unless otherwise specified on the Plans.

Lumber and other wood members shall meet requirements of ANSI/AFPA NDS: National Design Specification for Wood Construction, American Forest & Paper Association/American Wood Council, current edition. If a different edition is called out on the plans, that edition will govern.

Accessories including bolts with necessary nuts and washers, timber connectors, drift pins, dowels, nails, screws, spikes, and other metal fastenings shall conform to ASTM A-307. Provide bolts with malleable iron washers under nuts.

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Nails shall be round wire of standard form. Spikes shall be button-head boat spikes. Galvanize bolts, dowels, washers, spikes, and other hardware, including nails, in accordance with ASTM A-153.

Preservative Treated Wood

All wood members which contact concrete or masonry shall be naturally durable wood or preservative-treated wood using water-borne preservatives, in accordance with AWPA U1 (Commodity Specifications A or F) for above-ground use. Coat cut ends of pressure treated wood with copper naphthenate based wood preservative.

- All fasteners in contact with preservative treated wood shall be hot-dip galvanized
- All connectors in contact with preservative treated wood shall be hot-dip galvanized
- Interior connectors in contact with preservative treated wood that are not exposed to the elements may be G185 galvanized.

Part 3 - Execution

Construction

Accurately cut and frame all lumber so that joints will have a close fit over entire contact surface. Secure lumber and piles in their proper alignment. No shimming will be permitted in making joints, nor will open joints be accepted. Bore holes in small timbers for boat or wire spikes with a bit of the same diameter or smallest dimension of the spikes, when necessary, to prevent splitting. Counterbore for countersinking wherever smooth faces are required.

Connectors and fasteners shall comply with the applicable provisions of IBC Sections 2304.9.1 through 2304.9.7. The number and size of fasteners connecting wood members shall not be less than that set forth in IBC Table 2304.9.1.

6.20 FINISH CARPENTRY

6.20.05 Common Work for Finish Carpentry

Part 1 - General

Summary

Furnish all architectural woodwork shown on the Plans and specified herein. Architectural woodwork includes all exterior and interior non-structural woodwork exposed to view in finished project including shelving, millwork, trim, and plastic laminates.

Related Sections

- Division 7.40 Roofing and Siding Panels
- Division 7.90 Joint Protection
- Division 9.90 Painting and Coating

References

The "Quality Standards" of the Architectural woodwork institute (AWI) shall apply and, by reference, are hereby made a part of this specification. Any reference to premium, custom,

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or economy in this specification shall be defined as the latest edition of the AWI "Quality Standards".

Part 2 - Products

Quality Control

Discard material with defects which might impair the quality of work, and units which are too small to fabricate the work with minimum joints or optimum joint arrangement. Finish trim boards are to be selected for straight and un-warped / un-curled shape.

Part 3 - Execution

Installation

Set carpentry work accurately to required levels and lines, with member plumb, true, and accurately cut and fitted. All exposed trim work is to be mitered at corners. Where long runs require more than one board, cut ends at 45 degrees.

Securely attach carpentry work to substrates by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes. Use common wire nails or finishing screws, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required. Fill nail holes with putty prior to painting. Provide adequate end and edge distances.

Install hardware specified or required to complete the project. Adjust movable parts to operate perfectly at time of final acceptance. Make further adjustments required during the guarantee period.

6.22.13 Standard Pattern Wood Trim

Part 2 - Products

Materials

Trim board material as shown on the Plans. If not shown on the Plans, trim board shall have a smooth, untextured finish and high density fiberboard (HDF), oak, or fir.

Part 3 - Execution

Installation

Install trim board straight and true. Miter all corners. Caulk where gaps between the trim and the mating surface are unavoidable.

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Division 7
Thermal and Moisture Protection

7.00 GENERAL

This division covers furnishing all labor, materials, and equipment for providing a structure that is completely weather-tight.

Sections in these specifications titled "*Common Work for . . .*" shall apply to all following subsections whether directly referenced or not.

7.05 Common Work for Thermal and Moisture Protection

Part 1 - General

Warranty – Roofing System

The roofing Contractor shall warrant the roof system provided under this contract against leakage, and defects in materials and workmanship for a period of two years after date of project acceptance. The roofing system manufacturer shall provide a warranty for the roof system against leakage and defects in materials for a period of eighteen years after the roofing Contractor warranty expires.

Following roof installation, supplier shall furnish services of a qualified manufacturer's representative to inspect the roof and inform Owner of any defects or concerns regarding condition of roofing system at the job site. Contractor shall provide repair as necessary to the satisfaction of the manufacturer representative at Contractor's expense. Upon resolution of any defects or concerns (if any), manufacturer's warranty shall then be in full effect. The finished roofing system shall be free from leaks, warps, permanent discoloration, and coating degradation for the warranty period.

The roofing system manufacturer's warranty shall be non-prorated and in full effect (100 percent covered) for the full 2 years following project acceptance.

The manufacturer's warranty shall be Non-prorated and in full effect (100 percent covered) for the full 18 years following the roofing Contractor's warranty.

7.40 ROOFING AND SIDING PANELS

7.46 Siding

7.46.43 Composite Siding

Part 1 – General

Design Requirements

Siding panels shall be resistant to fungus and mildew.

Finishes

Siding shall be pre-primed for finish coat. Finish color shall be as shown on plans and specified herein.

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Part 2 – Products

Materials

Vertical siding shall be LP SmartSide 4 x 10' Grooved 8" OC Textured Engineered Wood Panel Siding panels or equal. Install and finish siding per manufacturer's written recommendations. Siding shall be pre-primed for finish coat and be resistant to fungus and mildew.

Part 3 – Execution

Installation

Install per manufacturer's written recommendations.

7.60 FLASHING AND SHEET METAL

7.62 Sheet Metal Flashing and Trim

Part 1 – General

Flashing shall be factory coated steel equal to *Construction Metals Inc. Professional Grade Flashing*. Gauge shall match flashing to be replaced or 26-guage minimum. Width shall match existing to be replaced.

Drip Edge flashing to be installed on all roof eaves.

Part 3 – Execution

Installation

Install drip tight per manufacturer's requirements.

7.90 JOINT PROTECTION

7.92.13 Elastomeric Joint Sealants

Part 2 – Products

Materials

Kitchen, Bath, Laboratory, and Other Wet Areas

DAP® KWIK SEAL PLUS® Premium Kitchen & Bath Adhesive Caulk w/MICROBAN® or equal.

Concrete and Masonry

DAP® Premium Polyurethane Concrete & Masonry Sealant or equal.

Wood or Concrete Board Siding

DAP® ALEX PLUS® Acrylic Latex Caulk Plus Silicone or equal.

Doors and Windows

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DAP® DYNAFLEX 230® Premium Elastomeric Sealant or equal. Where necessary to provide a suitable backstop and bond breaker, tightly pack with polyethylene foam. Rope the back of grooves, leaving a minimum depth of ¼-inch for sealant. Prime surfaces as recommended by manufacturer.

Other Surfaces

Contractor shall provide caulk appropriate to surface and reason for caulk application. Caulk shall be the most durable available (longest warranty) by DAP®, or equal.

Part 3 – Execution

Installation

Caulk all joints and spaces necessary to provide a completely weather-tight product.

Apply caulking in strict accordance with manufacturer's directions with regard to temperature at application and curing times, surface condition, moisture, and cleanliness.

Apply after surfacing prime and prior to final coatings if surface is to be coated. If surface will not be coated, provide color choices to the Owner for approval prior to application.

Clean all adjoining surfaces of excess sealant, smears, or marking due to application and leave joints with neat, uniformly-filled surfaces.

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Division 8
Openings – This division not used

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9.00 GENERAL

This division covers work necessary for providing all materials, equipment, and labor to coat all items in accordance with these specifications.

Sections in these specifications titled *"Common Work for . . ."* apply to all following subsections whether directly referenced or not.

9.90 PAINTING AND COATING

9.90.05 Common Work for Painting and Coating

Part 1 – General

Scope

The work specified in this Section covers the furnishing and installation of protective coating, complete in place. Shop coating and/or factory applied finishes on manufactured or fabricated items may be specified elsewhere. Regardless of the number of coats previously applied, at least two coats of paint shall be applied in the field to all coated surfaces unless otherwise specified herein.

Definitions

Applicator: When used to describe work, the applicator is the party who is qualified for and performs the coating work. When used to describe contract requirements, the Contractor has responsibility as the applicator unless specifically stated otherwise. Contract requirements include but are not limited to submittals, warranties, insurance, etc.

Quality Assurance

The Contractor is responsible for compatibility of all shop and field applied paint products including the use of primer, intermediate, and top coats by different manufacturers if applicable. For any Contractor initiated substitutions, the Contractor shall verify complete compatibility between coatings provided for the project. If coatings are not compatible per manufacturer's review it is the Contractor's responsibility to remove incompatible coatings fully and replace with compatible coating systems.

Storage and Handling

Bring all materials to the job site in the original sealed and labeled containers of the paint manufacturer. Materials are subject to inspection by the Owner. Store paint supplies as recommended by the manufacturer and as approved by the Owner.

Waste Products

Collect, contain, transport, and dispose all waste products generated for this project. Cleaning and disposal shall comply with all federal, state, and local pollution control laws. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

Cleaning and disposal shall comply with all federal, state, and local pollution control laws. Provide appropriate containers for collection and disposal of waste, debris, and rubbish.

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Part 2 – Products

Manufacturers

The following coating system manufacturers are approved subject to compliance with the Specifications contained herein:

1. Sherwin Williams
2. Or Equal

The specified coating establishes the type and quality of the coating desired. Other manufacturers' products will be accepted provided sufficient information is submitted to allow the Owner to determine that the coatings proposed are equivalent to those named. Proposed coating shall be submitted for review in accordance with Division 1. Requests for review of equivalency will not be accepted from anyone except the Contractor.

Part 3 – Execution

Preparation

Take any measures necessary to prevent over-spray of structures and/or components in the field from both preparation and coating work. Should over-spray occur, the Contractor is responsible for all costs associated with any damage resulting from over-spray.

Installers

Contractor is responsible for quality assurance including the retention of a coating applicator with experience necessary to complete the work as specified. Applicator's personnel shall be adequately trained for application of specified coatings. Applicator must prove adequate experience with the coatings specified for this project.

Examination

The Owner shall inspect and approve all surface preparations prior to application of any coating. Provide 24-hour notice prior to surface inspection needs.

Preparation

Prepare surfaces in accordance with the recommendations of the manufacturer of the coating to be applied to the surface, or the surface preparation requirements of these specifications, whichever are stricter. In general, all surface preparation shall meet Structural Steel Painting Council (SSPC) Surfacing Preparation (SP) guidelines, the National Association of Pipe Fitters (NAPF), American Water Works Association (AWWA), the National Association of Corrosion Engineers (NACE), as noted herein unless more strictly described by coating manufacturer.

Apply coatings only during weather meeting the coating manufacturer's recommendations. Air and surface temperatures, humidity, and all other environmental conditions shall be within limits prescribed by the manufacturer for the coating being applied, and work areas shall be reasonably free of airborne dust at the time of application and while coating is drying.

Materials shall be mixed, thinned, and applied according to the manufacturer's printed instructions. Dry Film Thickness (DFT) shall be as stated herein or applied based on coverage rates of square feet per gallon (sq. ft./gal).

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Installation/Construction

Apply paint in strict accordance with manufacturer's printed instructions except that coating thickness specified herein shall govern. Finished coating on all items shall be clean, undamaged, and of uniform thickness and color.

Coat in a manner satisfactory to the Owner. The DFT listed in these specifications must be met, regardless of the applied film thickness or number of coats.

Observe all safety precautions stated in the manufacturer's printed instructions. Provide adequate ventilation and lighting at all times.

The manufacturer's recommended drying time shall be construed to mean "under normal conditions". Where conditions are other than normal because of weather, confined spaces, or other reason, longer drying times may be necessary. The manufacturer's recommendation for recoating time intervals shall be strictly adhered to.

Field Quality Control

If coating inspector finds anomalies and/or defects, the Contractor shall re-prep and recoat those areas per the coating manufacturer's instructions.

Acceptance of the completed coatings shall be based on the proper application and proper preparation of the coated surfaces, and a finished product that meets minimum thickness and does not contain runs, drips, surface irregularities, overspray, color variations, scratches, pinholes, holidays, and other surface signs that detract from the overall performance and/or appearance of the finished project.

If, in the Owner's sole opinion, the finished color of exterior coatings does not match that of the submitted and approved colors, the Contractor will recoat as necessary to achieve the approved color at no additional cost to the Owner.

Repair/Restoration

The Contractor is responsible for all costs associated with any damage that occurs as a result of over-spray.

Scratched, chipped, or otherwise damaged coatings, including factory coatings, shall be repaired before final acceptance will be given.

Cleaning

If any cleaning of equipment at the site is performed with solvents, such work shall be done over leak-proof linings. Preparation or coating materials may not be disposed of onsite.

9.91.13 Exterior or Damp Environment Painting

9.91.13.10 - System 3: Exterior, Painted

Part 1 - General

Exterior surfaces, including, but not limited to trim, soffit, siding, and other similar surfaces.

Submittals

A. Physical samples of all color finishes.

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Part 2 - Products

1. Sherwin Williams (greenhouse/net wall stripe and trim: white, confirmed via submittal)
    a. Intermediate Coat: Emerald Exterior Acrylic Latex (4.0 to 6.0 Mil DFT)
    b. Finish Coat: Emerald Exterior Acrylic Latex (4.0 to 6.0 Mil DFT)
2. Or approved equal

Part 3 - Execution

Surface Preparation

1. Surface clean, dry, and free of contaminates.

9.91.23.04 – System 9: Galvanized Iron and Non-Ferrous Metal (non-immersion)

[CSI 09 91 23 15]

Part 1 – General

This section applies to galvanized iron or galvanized steel components as well as some non-ferrous metals. See the Product and Color Schedule regarding coating exclusions on some non-ferrous metals.

Part 2 – Products

Materials

1. Tnemec
    a. First Coat: Series 115 Uni-Bond (2.0-4.0 mils DFT)
    b. Second Coat: Series 1029 Enduratone (2.0-4.0 mils DFT)
2. Sherwin Williams
    a. Two coats Pro Industrial Multi-Surface Acrylic B66 (2 to 4 Mil DFT each coat)
3. International Paint
    a. Primer: Devran 205 Universal Epoxy Primer (2 to 3 Mil DFT)
    b. Finish: Fast Set Option: DevThane 349QC Aliphatic Polyurethane (all 2 to 3 Mil DFT)

        Commercial Option: DevThane 389 Aliphatic Polyurethane

        Premium Gloss Option: DevThane 379 UVA Aliphatic Polyurethane

        Premium SemiGloss Gloss Option: DevThane 378 UVA Aliphatic Polyurethane

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Part 3 – Execution

Preparation

Surface SSPC SP1 solvent clean.

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Division 10
Specialties – This division not used

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Division 11
Equipment

11.00 GENERAL

Sections in these specifications titled "*Common Work for . . .*" apply to all following subsections whether directly referenced or not.

11.05 Common Work for Equipment

11.60 00 ENTERTAINMENT AND RECREATION EQUIPMENT

11.66.00 Athletic Equipment

Part 1 - General

Work Included

A. Provide all equipment and materials, and do all work necessary to furnish and install the athletic equipment, as indicated on the drawings and as specified herein. Athletic equipment shall be or approved equal:

1. Douglas Premier®
2. PWathletic

References

A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

1. American Sports Builders Association (ASBA)
2. United States Tennis Association (USTA)

Submittals

A. Manufacturers Product Data

1. Provide manufacturers product data prior to actual field installation work, for Engineer or Owners representatives review

Quality Assurance

Manufacturers warranties shall pass to the Owner and certification made that the product materials meet all applicable grade trademarks or conform to industry standards and inspection requirements.

Delivery, Storage, and Handling

Materials delivered to the site shall be examined for damage or defects in shipping. Any defects shall be noted and reported to the Owners representative. Replacements, if necessary, shall be immediately re-ordered, so as to minimize any conflict with the

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construction schedule. Sound materials shall be stored above ground under protective cover or indoors so as to provide proper protection.

Part 2 - Products

Manufacturer

Douglas Industries, Inc.
3441 S. 11th Ave.
Eldridge, IA 52748
Phone: 800-553-8907
Fax: 800-443-8907
www.douglas-sports.com

PNW Athletic Manufacturing
Phone: 800-687-5768
www.pwathletic.com

Product

A. North Side Tennis Posts (Removable)
    1. BASE: Douglas Premier® SQ Tennis Posts or approved equal.
    2. COMPONENTS:
        a. 3" X 3" Square 11 Gauge Steel
        b. Internal Wind 30:1 Self Locking Gears
        c. Welded Lacing Rods
        d. Die-Cast Zinc Caps and Gear Housings
        e. Polyester Powder Coat Finish, Black #63054
        f. Aluminum Ground Sleeves, GS-24SQ/AL #63172
        g. 3" Square Ground Sleeve T-Plugs

B. South Side Tennis Posts (Permanent)
    1. BASE: Douglas Premier® SQ Tennis Surface Mount Posts or approved equal.
    2. COMPONENTS:
        a. 3" X 3" Square 11 Gauge Steel
        b. Internal Wind 30:1 Self Locking Gears
        c. Welded Lacing Rods
        d. Die-Cast Zinc Caps and Gear Housings
        e. Polyester Powder Coat Finish, Black #63054

C. Tennis Nets
    1. BASE: Douglas TN-36DMT Tennis Net #30038TD, Champion Tennis net model #8353 or approved equal.

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2. COMPONENTS:
    a. 3.5mm Solid Core Knotted Braided Polyethylene with 325 lb. Break Strength
    b. Top Six Rows Hand-Braided Double Mesh Netting
    c. Tapered to 36" High in Center of Net
    d. 2-Ply Vinyl Coated Polyester Headband
    e. Black Vinyl Side Pockets with Fiberglass Dowels
    f. Standard Net Dimensions: 3'6" high X 41'9" long
    g. Center Pipe Anchor, SKU: 63428

D. Tennis Net Installation Accessories: All accessories and hardware required for the complete and proper installation of tennis nets and posts shall be provided by a **single manufacturer** to ensure full compatibility. Accessories shall include, but are not limited to:

- Ground sleeves
- Net tie-down strap
- Net ground anchor
- Center strap anchor
- Net tensioning device (internal or external)
- Post caps
- Post collars or sleeves
- Ground sleeve covers (where applicable)
- All necessary hardware and fasteners for a complete installation

All materials shall be designed for outdoor use and be fully compatible with the specified net and posts. Substitutions must be approved by the Engineer or Architect prior to installation.

Part 3 - Execution

Installation

A. All athletic equipment shall be installed as recommended with manufacturer's written directions, and as indicated on the drawings.

B. All concrete footings for athletic equipment shall be installed as indicated on the drawings and in accordance with Section 03.30 Cast-in-Place Concrete.

C. All sleeves required for athletic equipment installation shall be set plumb and true to line and grade in concrete as indicated on the drawings and per manufacturer's recommendation.

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D. All athletic equipment shall be installed in strict accordance with the latest rules, regulations and specifications governing that sport or event for which it is being installed.

E. Remove and replace any damaged components that cannot be successfully repaired.

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Division 12
Furnishings – This division not used

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Division 13
Special Construction – This division not used

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Division 14
Conveying Systems – This division not used

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15.00 GENERAL

This division covers the work necessary for furnishing and installing mechanical appurtenances and accessories as described in these Specifications and shown on the Plans.

Sections in these specifications titled "*Common Work for . . .*" shall apply to all following subsections whether directly referenced or not.

15.05 Common Work for Mechanical

Part 1 - General

Summary

Provide the necessary piping, plumbing, fittings, and appurtenances to make all piping systems complete, tested, and ready for operation as specified herein and as shown on the Plans. Some fittings that are necessary for the complete piping system installation and operation may not have been shown. Provide fittings, pipe, and appurtenances necessary, whether shown on the Plans or not, to make all piping systems complete, tested, and ready for operation.

References

All products in contact with drinking water to be low-lead (less than 0.25 percent) content in compliance with NSF/ANSI 372.

Construction and materials shall comply with section 01140, 01150, 01160, and 01170 for all waterlines shown on plans.

Part 2 – Products

Materials

All valves, meters, hydrants, specialties, appurtenances, and other such mechanical and plumbing components that are of similar purpose shall be of a single manufacturer and model line. Do not "mix and match" unless specifically stated otherwise or allowed by the Engineer. The intention of this requirement is to maintain consistency across all components installed on the project for function, maintenance, aesthetics, and details of installation.

Part 3 - Execution

Field Quality Control

Provide all work and complete all tests required to demonstrate the integrity of the finished installation for the approval of the Owner and all agencies having jurisdiction.

15.10 BURIED PIPE INSTALLATION

Part 1 – General

Site Conditions

Existing soils are unclassified except where specifically identified on the Plans or specification.

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Part 3 - Execution

Installation

All non-metallic pipe, including service and air valve lines, shall include a tracer wire taped every 5 feet to the top of the pipe. Loop tracer wire to the surface in accessible locations such as valve boxes, meter vaults, or other surface access. If no access is available for more than 1,500 feet, provide a valve box specifically for the tracer wire. Wire shall be solid UF, 12AWG minimum for 2,000 foot runs and less, or 10AWG for runs longer than 2,000 feet.

Keep openings in pipe closed during the progress of work. Install plugs to prevent water and debris from entering pipe. No payment will be made to clean pipes.

15.11.11 Pressure Pipe Installation

Part 1 - General

References

Use materials and installation methods in accordance with the latest edition of the Uniform Plumbing Code and local codes and regulations that are applicable.

Part 3 - Execution

Installation

Install pipes in accordance with the manufacturer's recommendations. Use types and sizes of pipes as specified herein and/or as shown on the Plans. Where small pipe sizes are omitted from the Plans and not mentioned in the specifications, use sizes corresponding to code requirements and as required by equipment and plumbing fixtures and appurtenances. Properly size any undesignated pipe sizes for the functions to be performed.

Lay pipe and supports at proper lines and grades. Follow the piping runs shown on the Plans as closely as possible, except for minor adjustments to avoid architectural and structural features. Make major relocations, if required, in a manner acceptable to the Owner.

Keep openings in pipes closed during progress of work.

Trenches shall be excavated to a sufficient width to allow for pipe installation, compaction equipment, and shoring when necessary.

Field Quality Control

Make no permanent connections to the existing water system until the new water main has been tested. No temporary connections of the untested, unapproved new water main to the existing water system shall be made without the installation of a double check valve assembly between the new water main and the existing water system. The Contractor shall verify the size, material, and location of the existing main at the connection point prior to installing the new water main.

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15.18.02 Buried Pressure Pipe Testing

Part 3 - Execution

Preparation

See also section 15.05, Part 3.

Provide all required personnel and equipment and complete all tests required to demonstrate the integrity of the finished installation for the approval of the Owner and all agencies having jurisdiction.

Backfill the pipeline trench sufficiently to prevent movement of the pipe under pressure. All thrust blocks shall be in place and sufficiently cured to reach design strength before testing. Furnish, install, and remove temporary blocking where permanent blocking is not required and remove it after testing.

Tests/Inspection

Water Main Flushing

The pipeline, valves and other components not already flushed by polypig shall be flushed or swept clean. Flushing shall allow four complete exchanges of water and remove any obvious debris.

Hydrostatic Pressure Testing

Test all pipelines and appurtenances under a hydrostatic test pressure equal to that specified under Division 1.81.40 of these Specifications. If not stated, the hydrostatic testing pressure shall be 40 psi over working pressure or 80 psi, whichever is greater, measured at the low point of the test section. The Owner has the right to require more stringent test criteria than stated in this Specification or in the pressure rating section if it is determined that field conditions warrant such measures.

An acceptable test of pipe and fittings buried under or adjacent to concrete slabs or other structures must be performed prior to construction of the structure.

Fill the pipelines with water and allow to stand under pressure for a minimum of 24 hours to allow air to escape and allow the lining of the pipe to absorb water. The Contractor is responsible for the proper disposal of any waste, including water.

Fittings and sections of pipe that cannot be pressure tested, such as connections to the existing system, shall be left exposed for a visual inspection under system pressure. Any visible leakage shall be corrected by the Contractor to the satisfaction of the Owner regardless of the allowable leakage specified herein. Should the test section fail to meet the specified pressure test successfully, the Contractor shall locate and repair the defects and then retest the pipeline at their expense.

Prior to calling out the Owner to witness the pressure test, the Contractor shall have all equipment completely set up, ready for operation, and have successfully performed the test to assure that the pipe is in a satisfactory condition. The Owner shall witness the test; if the test does not pass inspection for any reason, additional trips required to witness another test shall be done at the Contractor's expense.

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Before applying the specified test pressure, air shall be expelled completely from the pipe, valves, and appurtenances.

The test shall be accomplished by pumping the main up to the required pressure; stop the pump for a minimum of 15 minutes up to a maximum of 120 minutes as directed by the Engineer, and then pump the main up to the test pressure again. During the test, the section being tested shall be observed for visible leakage. A clean container shall be used for holding water for pumping pressure on the main being tested. This makeup water shall be sterilized by the addition of chlorine to a concentration of 50 mg/l (ppm).

Sections to be tested shall normally be limited to 1,500 feet. The Owner may require that the first section of pipe, not less than 1,000 feet in length, installed by each of the Contractor's crews be tested in order to qualify the crew and/or the material. Pipe laying shall not continue more than an additional 1,000 feet until the first section has been tested successfully.

Sections to be tested shall be isolated and pumped to test pressure. Test pressure shall be sustained for a minimum of 60 minutes with less than 2-percent (5 psi) loss in pressure throughout the test duration with Owner present and on site throughout test duration. If test results do not comply, Contractor shall repair leaks and retest until testing is passed in presence of Owner. Owner may bleed off pressure from pump to piping connection once test is passed to verify system piping was tested.

15.18.03 Valve Testing

Part 3 - Execution

Preparation

Pre-assemble valve clusters and test as a unit. Provide end plugs, blind flanges, assembly kits, and all appurtenances necessary for pressure testing. Check all valve bonnet fasteners for tightness.

Testing

All valves shall be pressure tested. Do not exceed the rated working pressure of the valve when operating the valve. Bleed off test pressure prior to operating.

Valve testing shall use the following procedure.

1. Close the valve.
2. Install plug or flange (with test port).
3. Connect test apparatus and pump.
4. Pressurize to test pressure. 80 psi for gate valves, 80 psi for butterfly and eccentric valves, or manufacturer's listed test pressure if less.
5. There shall be zero drop in pressure or visible leakage for one minute. This includes leaking through the shaft packing.
6. If test fails, check for defects, correct, and retest. Valves that do not pass testing will be replaced by the Contractor at no additional cost to the Owner.

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Post-Installation

Test all valves for water tightness under differential working pressure. Pressurize pipe section with valve in place, close valve and relieve pressure on seat side of the valve. The valve shall not pass water during a 5-minute test period.

Operate all valves at least once from closed-to-open-to-closed positions while valve is under working (not test) pressure.

15.20 PIPE AND FITTINGS

15.21 Common Work for Pipe and Fittings

Part 2 - Products

Components

Under no circumstance shall the fasteners be of lesser strength or higher corrosive potential than the materials being connected. If dissimilar metals are adjacent (for example: stainless steel flange connecting to ductile iron flange) a dielectric insulation kit shall be used.

Fasteners for pipe and fittings: Per AWWA standards unless otherwise specified. All relevant subsections of AWWA C100, C200, and C500. All bolts and studs shall be long enough so that no less than two threads extend beyond the face of the nut. Non-submerged flange bolts to be ASTM A307 Grade A, zinc plated.

Finishes

For conditions other than submerged, all nuts and bolts shall be zinc plated, and suitable for above and below grade locations as required. Where above grade/exposed piping is specially coated, the connecting nuts and bolts shall be coated using the same system unless directed otherwise by the Owner.

Part 3 - Execution

Construction

All piping and related equipment to be joined shall be connected as shown on the Plans, specifications, as recommended by the manufacturer or as required by standard industry practices if not otherwise specified.

15.23 Non-Metal Pipe and Fittings

15.23.05 PVC Pipe and Fittings – Solvent Weld

Part 2 - Products

Materials

Polyvinyl chloride (PVC) material for pipe fittings and couplings shall conform to ASTM D-1784, Type 1, Grade 1, with 2,000 psi design stress. Pipe shall be Schedule 40 or 80 in accordance with ASTM D-1785, as shown on the Plans.

- Sanitary sewer pipe color shall be green.

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- Pipe for stormwater shall be white.
- Pipe color for reclaimed water shall be purple.
- Pipe color for domestic water shall be white.

Part 3 - Execution

Installation

For exposed locations that will not be painted, primer and glue must be applied carefully and not allowed to run. Areas where primer/glue has run more than ¼-inch past the joint will be cleaned, painted, or replaced by the Contractor at the discretion of the Owner.

15.70 PLUMBING

15.70.05 Common Work for Plumbing

Part 2 – Products

Components

Joints and Connections

- Steel and Brass: Use factory-cut pipe threads where possible; otherwise, cut pipe ends square, remove all fins and burrs, and cut full-depth tapered threads. Apply joint compound to male threads only and engage so that no more than three threads remain exposed.
- Copper: Make all joints in copper tubing with 95-5 tin-antimony solder applied in strict accordance with manufacturer's recommendations. Flared connections are only allowed in exposed locations.
- Hubless: Install a neoprene gasket and stainless steel clamp and shield coupling joint assemblies with bolts alternatively and incrementally tightened to a minimum 60 inch-pounds torque. Use a single set-point torque wrench manufactured specifically for this purpose. Do not use screwdrivers or other types of wrenches. Re-torque bolts after 24 hours.
- Solvent cement: Use solvent cement approved by pipe and fitting manufacturer and apply in accordance with the manufacturer's installation procedures.

Fixtures and Trim

Use chromium-plated brass bolts, nuts and washers where exposed; otherwise, use brass or bronze bolts, nuts and washers. Make connections gas-tight and water-tight. Do not use bulk material, including putty and plastics, for gaskets.

Trim shall match metal parts used with fixtures. Trim shall be stainless steel, except when provided with plumbing fitting by the manufacturer. Exposed trim shall have a satin type finish. Escutcheons shall be provided at each point where pipe or other fittings enter the wall.

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Part 3 - Execution

Examination

Prior to work of this section, carefully inspect installed work of other trades and verify that such work is complete to the point where this installation may properly commence. Verify that plumbing may be installed in strict accordance with all pertinent codes and regulations. In the event of a discrepancy, do not proceed with the installation and immediately notify the Owner.

Installation

Install and locate pipe, fittings and accessories as shown on the Plans.

Waste piping vents shall protrude through the roof. In framed walls, waste piping vents shall be concealed. Provide individual vents for each fixture.

Except for drain grates, do not embed plumbing in concrete or masonry, always surface mount. Where furring exists, conceal in furring unless shown otherwise on the plans. Where plumbing passes through concrete or masonry, provide a sleeve unless specifically shown otherwise on the plans.

Rigidly support wall hung fixtures by means of metal supporting members so that no stress is transmitted to connections.

Do not cut into or reduce the size of any load-carrying member without prior approval of the Engineer. Install pipes to clear all beams and obstructions.

Locate water hammer arresters in accordance with the manufacturer's recommendation.

Provide uniform pitch of at least $^{1}/_{8}$-inch per foot, or as otherwise noted, for all horizontal waste and drain piping within the building. Pitch all vents for proper drainage.

Cushion all traps and bearings to minimize transfer of sound; firmly anchor all pipes in position.

Vertical stacks shall be supported at floors with clamp anchors as required to relieve joint stresses.

Conceal all piping unless otherwise shown on the Plans.

Provide and conceal air chambers the same size as the branch line at each water connection to a plumbing fixture.

Inspection

Test all plumbing fixtures for proper and smooth operation when in use.

Make sure fixtures are thoroughly clean and free of any foreign material.

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15.75 Plumbing Fixtures

15.75.12 PVC True Union Ball Valves

Part 2 – Products

Manufacturers

Valves shall be equal to Chemtrol Tu Series Tru-bloc, Hayward TBH Series or Engineer approved equal.

Manufactured Unit

Provide true union ball valves fabricated from PVC Type 1, Grade 1 with PTFe seats and FKM or FPM "O" ring seals. PVC valves shall be listed by the NSF for use in potable water systems. Valves shall be pressure-rated per the pressure rating section in this division. Valves designated for panel mounting shall have handle extensions designed for panel mounting.

15.75.63 Drinking Fountains and Water Coolers

Part 1 – General

Summary

Provide drinking fountains, bottle fillers, and water coolers, including wall-mounted, recessed, pedestal, and front-approach models. Furnish all accessories and installation hardware required for complete and operable assemblies.

Related Sections

- Section 15.75 – Plumbing Fixtures
- Section 15.70.05 – Common Work for Plumbing

References

- ANSI/ICC A117.1 – Accessible and Usable Buildings and Facilities
- ADA Standards for Accessible Design
- NSF/ANSI 61 – Drinking Water System Components – Health Effects
- ASME A112.19.1 – Plumbing Fixture Standard

Submittals

A. Product Data: Manufacturer's catalog cuts, installation instructions, warranty information.

B. Shop Drawings: Include dimensions, utility rough-in locations, and mounting details.

C. Certifications: Compliance with ADA, NSF/ANSI 61, and lead-free requirements.

D. Maintenance Data: Recommended service intervals and procedures.

Warranty

Manufacturer shall provide a minimum 1-year warranty on parts and components.

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Part 2 – Products

Manufacturers

Most Dependable Fountains, Inc.

Manufactured Unit

Most Dependable Fountains, Inc. – Model 10145 SMFA – Front Approach Bottle Filler or approved equal

A. Construction:
   1. Welded 3/16" thick pedestal (one-piece)
   2. 18-gauge electro-polished stainless steel bowl with overlapping edge
   3. Tamper-resistant stainless steel bubbler with anti-squirt design
   4. Non-cartridge O-ring valve (≤ 5 lbs activation force)
   5. Operating pressure: 30–80 PSI (ideal: 60 PSI)
   6. Mushroom-style stainless steel push bar
   7. Reinforced nylobraid tubing with ½" MIP inlet & stainless strainer
   8. Includes standard water filter

B. Finishes:
   1. Oven-baked powder coat
   2. Standard color: green

C. Mounting:
   1. Surface mount pedestal with access door
   2. Vandal-resistant stainless steel screws
   3. Anchored via bolts or surface carrier (by installer)

D. Accessibility:
   1. ADA compliant (front approach)
   2. Meets ICC/ANSI A117.1

Part 3 – Execution

Installation

A. Install units per manufacturer's instructions and project requirements, including the following:
   1. Surface Mount (SM) Units:
      - Install on surface of new or existing concrete slab.
      - Provide 1½" PVC drain line (when applicable) and water line through finish grade.

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- Connect water supply via ½" male iron pipe connection accessible through unit access door; recommend installing shut-off valve at this point.
- Anchor units to concrete using ½" concrete shields with bolts or ½" quick bolts.

B. Verify all water supply connections are secure, free of leaks, and include accessible shut-off valves.

C. Confirm units are accessible and compliant with ADA and local accessibility standards.

D. Test operation of fountains, bottle fillers, and water coolers after installation to ensure proper function.

E. Provide operation manuals and maintenance instructions to Owner upon project completion.

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Division 16
Electrical – This division not used

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Division 17
Automatic Control – This division not used

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Division 18
Measurement and Payment

18.0 GENERAL

It is the intention of these specifications that performance of work under bid items shall result in complete construction, in proper operating condition, of improvements identified in these written specifications and accompanying plans. Work and material not specifically listed herein but required according to the plans and specifications and general practice shall be included in Contractor's bid price in the most closely applicable bid item.

If a minimum bid amount has been established for any item and the bidder's entry is less than the minimum specified amount, the Owner will unilaterally revise the price to the minimum specified amount and recalculate the total. The recalculated total will be used by the Owner for award purposes and to fix the contract price amount and the amount of the contract bond.

If a maximum or fixed bid amount has been established for any item and the bidder's entry exceeds the maximum or fixed specified amount, the Owner will reduce the bid item price to the maximum or fixed specified amount and relocate the offsetting amounts to bid items of the Owner's choosing.

Bid Item 1 – Mobilization, Demobilization, Site Preparation, and Cleanup

Lump sum price covers complete cost of furnishing, installing and testing, complete and in-place, all work and materials necessary to: move and organize equipment and personnel onto the job site; secure job site; traffic control for deliveries; provide and maintain necessary support facilities; obtain all necessary permits and licenses; prepare site for construction operations; maintain site and surrounding areas during construction; move all personnel and equipment off site after contract completion, cleanup site prior to final acceptance; and accomplish all other items of work not specifically listed in other divisions.

No more than 80-percent of bid amount for this item will be paid before final payment request, and this bid amount may not be more than 15-percent of value of total contract.

Bid Item 2– Temporary Erosion and Sediment Control

Lump sum price shown shall cover the complete cost of providing all temporary erosion and sedimentation control relating to construction of improvements as shown on the Plans and specified herein. Work includes, but is not limited to: silt fence, temporary trenching, temporary mulching, plastic sheeting, hydroseed; control of water; dewatering and restoration of damage caused by storm events, and all other work necessary, for a complete installation of all temporary sedimentation and erosion control facilities.

Bid Item 3 – Construction Survey Work and Staking

Lump sum price shown shall cover the complete cost of providing all surveying and staking control necessary to construct the improvements and provide permanent control references. Also included is the cost to survey and replace any existing monuments or markers disturbed during construction.

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Bid Item 4 – Demolition and Surface Preparation

The unit price shown shall cover the complete cost of demolition and surface preparation prior to asphalt paving as shown on the Plans and specified herein. Work includes, but is not limited to: asphalt removal, surfacing removal, structure excavation, utilities excavation, backfill, and compaction; subbase grading and compaction; temporary construction fencing; disposal of excess material; excavation; removal of unsuitable materials; and all other work necessary for a complete demolition and preparation for asphalt paving.

Payment shall be per square foot.

Bid Item 5 – Asphalt Paving

The unit price shown shall cover the complete cost of providing all materials, equipment, and labor necessary for complete paving of asphalt surface as shown on the Plans and specified herein. Work shall include but is not limited to: laying asphalt, rolling asphalt, testing lifts and all other work necessary for a complete playing surface.

Payment shall be per ton of asphalt.

Bid Item 6– Recreational Court Surfacing

Lump sum price shown shall cover the complete cost of providing recreational court surfacing and surface markings necessary for a complete playing surface as shown on the Plans and specified herein. Work shall include but is not limited to cleaning surfaces, filling cracks and holes, testing and filling in depressions; applying acrylic resurfacer, applying colored playing surface, painting playing lines; and all other work necessary for a complete playing surface.

Bid Item 7– Site Fencing

Lump sum price shown shall cover the complete cost of providing all materials, equipment, and labor necessary for the installation of fencing and handrails as shown on the Plans and specified herein. Work shall include, but is not limited to: layout and alignment; excavation and installation of fence posts, handrails, and concrete footings; core drilling and grouting for posts where required; installation of all fence fabric, top rail, tension wire, and hardware; installation of gates and gate hardware; installation of windscreen including all required fasteners and tie-downs; and all other work necessary to provide a complete and functional fencing system.

Bid Item 8– Site Utilities

Lump sum price shown shall cover the complete cost of providing all materials, equipment, and labor necessary for installation of the water service and drinking fountain(s) as shown on the Plans and specified herein. Work includes, but is not limited to: trenching; control of water; disposal of excess material; installation of water line, valves, and valve boxes; backfill and compaction; construction of concrete pads for drinking fountains; connection and testing of all components; and restoration of all disturbed surfaces to their original condition or better. All work necessary to provide a complete and functional installation shall be included in this bid item.

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Bid Item 9– Court Equipment

Lump sum price shown shall cover the complete cost of providing all materials, equipment, and labor necessary for the installation of court equipment as shown on the Plans and specified herein. Work includes, but is not limited to: furnishing and installing tennis net posts, post sleeves, nets, net tensioning mechanisms (including pulleys and crank systems), center anchors, and all other hardware and appurtenances required to complete the court equipment installation. All components shall be installed in accordance with manufacturer recommendations and aligned for proper playability. This bid item shall also include any necessary layout, drilling, grouting, and touch-up required to ensure a complete and functional court equipment installation.

Bid Item 10 – Wall Siding

Lump sum price shown shall cover the complete cost of providing all labor, materials, and equipment necessary for the removal and replacement of wall siding, including trim, flashing, and painted hitting line, as shown on the Plans and as specified herein. Work includes, but is not limited to: removal and disposal of existing plywood siding; installation of new flashing; installation and painting of new siding and trim; application of painted hitting line per details and dimensions shown on the Plans; and all other work necessary to provide a complete and finished renovation of the hitting wall in accordance with manufacturer's instructions and project specifications.

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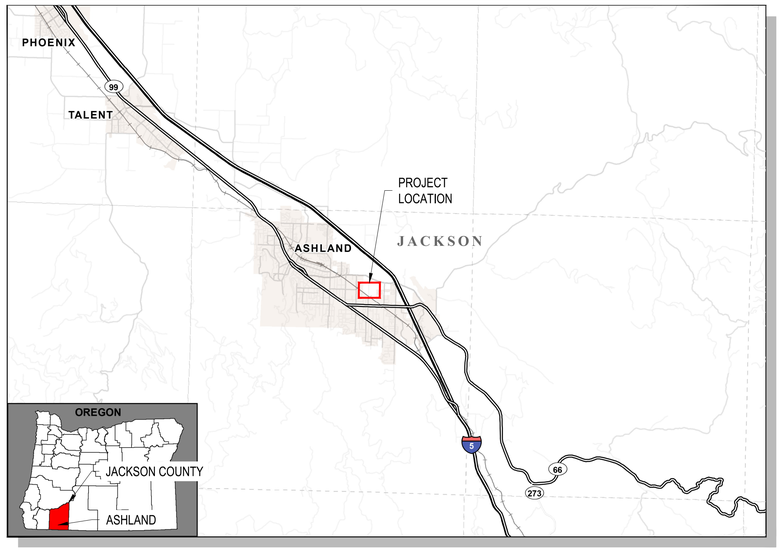
EXHIBIT O: DRAWINGS

CITY OF ASHLAND
HUNTER PARK TENNIS COURT REHABILITATION

PROJECT VICINITY MAP



PROJECT LOCATION MAP

GENERAL NOTES

General Notes

1. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND PERFORM ALL WORK NECESSARY TO COMPLETE THIS PROJECT IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS, THE LATEST EDITION OF ODOT'S STANDARD SPECIFICATIONS, THE CITY'S STANDARD SPECIFICATIONS, OAR CHAPTER 333, AND APWA STANDARDS, INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET THE INTENT OF THE PROJECT CONTRACT DOCUMENTS, APPLICABLE AGENCY REQUIREMENTS AND OTHER WORK AS NECESSARY TO PROVIDE A COMPLETE PROJECT.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS BEFORE START OF WORK. THE CONTRACTOR SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS AND OTHERWISE VERIFY ALL DIMENSIONS AND EXISTING CONSTRUCTION CONDITIONS INDICATED AND/OR SHOWN ON THE PLANS. SHOULD ANY ERROR OR INCONSISTENCY EXIST, THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK AFFECTED UNTIL SUCH ERRORS OR INCONSISTENCIES ARE REPORTED TO THE PROJECT ENGINEER FOR CLARIFICATION OR CORRECTION.
3. ANY INSPECTION BY THE CITY, COUNTY, STATE, FEDERAL AGENCY OR PROJECT ENGINEER SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH APPLICABLE CODES, REGULATIONS, CITY STANDARDS AND PROJECT CONTRACT DOCUMENTS.
4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS IN ADDITION TO PERMITS PROVIDED BY OWNER.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND THE METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED TO PERFORM THE WORK. CONTRACTORS SHALL ABIDE BY ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROCURING ANY AND ALL STAGING AREAS NECESSARY TO COMPLETE THE WORK, AND SHALL NOTIFY THE ENGINEER IN WRITING A MINIMUM OF 48 HOURS PRIOR TO UTILIZING STAGING AREAS.
7. CONTRACTOR SHALL MAINTAIN AND COORDINATE ACCESS TO ALL AFFECTED PROPERTIES.
8. CONTRACTOR SHALL CALL 1-800-332-2344 FOR UTILITY LOCATES BEFORE CONSTRUCTION. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BY THE APPROPRIATE UTILITY LOCATING PROFESSIONALS, PRIOR TO AND DURING CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER, AND THE UTILITY OWNER WHEN A CONFLICT OCCURS.
9. THE CONTRACTOR SHALL MAKE PROVISIONS TO KEEP ALL EXISTING UTILITIES IN SERVICE AND PROTECT THEM DURING CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY DAMAGED UTILITIES USING MATERIAL AND METHODS APPROVED BY THE UTILITY OWNER. NO SERVICE INTERRUPTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN AGREEMENT WITH THE UTILITY PROVIDER.
10. WORK ASSOCIATED WITH THIS PROJECT INCLUDES CONSTRUCTION SURVEY WORK, TO BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR WHO HOLDS A VALID LICENSE IN THE STATE OF OREGON. SUCH SURVEY WORK SHALL BE AT THE CONTRACTOR'S SOLE EXPENSE. THIS WORK INCLUDES SETTING AND MAINTAINING ALL ALIGNMENT STAKES, SLOPE STAKES, AND GRADES NECESSARY FOR THE CONSTRUCTION OF SURFACING, PAVING, ILLUMINATION, AND STRIPING IF SUCH CONSTRUCTION IS INCLUDED IN THIS PROJECT. EXCEPT FOR THE SURVEY CONTROL DATA FURNISHED IN THIS SET OF PLANS, CALCULATIONS, SURVEYING, AND MEASURING REQUIRED FOR SETTING AND MAINTAINING THE NECESSARY LINES AND GRADES SHALL BE INCLUDED IN THE CONSTRUCTION SURVEY WORK.
11. THE CONTRACTOR SHALL PRESERVE ALL EXISTING SURVEY MONUMENTS IN AND AROUND THE WORK AREA INCLUDING MARKERS FOR FRONT PROPERTY CORNERS. IF ANY SURVEY MONUMENT OR MARKERS WILL BE DISTURBED BY CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF OREGON TO CONDUCT A PRE-CONSTRUCTION SURVEY AND TO REPLACE THE AFFECTED MONUMENTS AND MARKERS IN ACCORDANCE WITH STATE LAWS.
12. THE CONTRACTOR SHALL CLEAN UP ALL AREAS AFFECTED BY CONSTRUCTION ACTIVITY TO THE SATISFACTION OF THE AGENCY AT THE END OF EACH WORKING DAY OR MORE FREQUENTLY IF REQUIRED. THIS INCLUDES REMOVAL OF ALL DUST, MUD, ROCKS, ASPHALT DEBRIS, AND REFUSE FROM STREETS, SIDEWALKS, DRIVEWAYS, AND ANY OTHER AREAS AFFECTED BY THE CONSTRUCTION ACTIVITIES. THE AGENCY CAN SHUTDOWN THE PROJECT IF CLEAN UP IS NOT PERFORMED TO THEIR SATISFACTION. WORK WILL RESUME ONCE THE PROJECT SITE IS CLEAN AND ORDERLY AS DETERMINED BY THE AGENCY. CONTRACTOR SHALL ADHERE TO ALL APPLICABLE EROSION CONTROL REQUIREMENTS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT OR REPLACE ANY AND ALL EXISTING ABOVE GRADE STRUCTURES (INCLUDING THOSE NOT SHOWN ON PLANS) SUCH AS MAILBOXES, SIGNS, FENCES, OR RETAINING WALLS. UNLESS OTHERWISE SPECIFIED ON PLANS.
14. CONTRACTOR SHALL RESTORE ALL ROADS, DRIVEWAYS, AND OTHER TRENCHED OR DISTURBED AREAS TO THEIR EXISTING CONDITION OR BETTER AND PER CITY STANDARDS AND THESE PLANS AND SPECIFICATIONS.
15. ANY ALTERATION OR VARIANCE FROM THESE PLANS, EXCEPT MINOR FIELD ADJUSTMENTS NEEDED TO MEET EXISTING FIELD CONDITIONS, SHALL FIRST BE SUBMITTED TO THE ENGINEER IN WRITING FOR APPROVAL PRIOR TO IMPLEMENTATION. ANY ALTERATION OR VARIANCE FROM THESE PLANS SHALL BE DOCUMENTED ON THE WORKING DRAWINGS.
16. CONTRACTOR MUST KEEP ONE (1) COPY OF APPROVED PLANS ON-SITE WHENEVER CONSTRUCTION IS IN PROGRESS. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO CLOSEOUT, THE CONTRACTOR SHALL SUBMIT "WORKING DRAWINGS" TO THE CITY FOR PREPARATION OF RECORD DRAWINGS. THE "WORKING DRAWINGS" ARE TO DOCUMENT ALL DEVIATIONS AND REVISIONS TO THE APPROVED PLANS.

Demolition Notes

1. THE CONTRACTOR SHALL REMOVE EXISTING ASPHALT, TO THE DEPTH OF CRUSHED ROCK, TO THE LIMITS WHERE IT IS CONTAINED BY PORTLAND CEMENT CONCRETE (PCC). ALL ASPHALT REMOVAL SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND APPLICABLE STANDARDS, ENSURING NO DAMAGE TO ADJACENT PCC STRUCTURES.
2. THE CONTRACTOR SHALL PRESERVE ALL LIGHTING FIXTURES AND THEIR ASSOCIATED PCC BASES IN PLACE. ASPHALT SURROUNDING THESE STRUCTURES SHALL BE CAREFULLY REPLACED AND ANY DAMAGE TO PCC LIGHTING BASE WILL BE REPLACED.
3. THE CONTRACTOR SHALL PRESERVE THE CENTER WOODEN WALL STRUCTURE DURING DEMOLITION. ANY DAMAGE THAT OCCURS DURING ASPHALT REMOVAL TO THE WOODEN WALL WILL BE REPAIRED OR REPLACED BY THE CONTRACTOR.

SECTION AND DETAIL REFERENCES

THE FOLLOWING CONVENTIONS HAVE BEEN USED WITHIN THESE DRAWINGS TO REFER THE READER BETWEEN THE SECTION/DETAIL AND THE PLAN FROM WHICH IT IS REFERENCED.

REFERENCE BUBBLES

X / X## — PLAN REFERENCE BUBBLE - REFERS READER BACK TO THE PLAN FROM WHICH THE DETAIL OR SECTION ORIGINATED.

X / X## — DETAIL/SECTION REFERENCE BUBBLE - REFERS READER TO THE DRAWING ON WHICH THE DETAIL OR SECTION IS LOCATED.

WHERE, X = SECTION/DETAIL REFERENCE ID*
X## = DRAWING NUMBER ON WHICH DETAIL ORIGINATED OR RESIDES.

*SECTION/DETAIL REFERENCE ID CONVENTIONS:
SECTIONS OR ELEVATIONS SHOULD HAVE A LETTER REFERENCE ID
(A - ZZ) AND DETAILS SHOULD HAVE A NUMERICAL REFERENCE ID (0 - 999)

ABBREVIATIONS

CB	CATCH BASIN	N	NORTHING
CL	CENTERLINE	PE	POLYETHYLENE
CONC	CONCRETE	PROP	PROPOSED
CPEP	CORRUGATED POLYETHYLENE PIPE	PVC	POLYVINYL CHLORIDE
CSBC	CRUSHED SURFACING BASE COURSE	R	RIGHT
CSTC	CRUSHED SURFACING TOP COURSE	RT	RIGHT
DIAM	DIAMETER	ROW	RIGHT-OF-WAY
DI	DUCTILE IRON	SPEC	SPECIFICATIONS
DWG	DRAWING	SS	SANITARY SEWER
E	EASTING	SSMH	SANITARY SEWER MANHOLE
ELEV	ELEVATION	ST	STORM
EOP	EDGE OF PAVEMENT	STA	STATION LINE
EX	EXISTING	STD	STANDARD
HMA	HOT MIXED ASPHALT	SY	SQUARE YARDS
L	LEFT	TYP	TYPICAL
LT	LEFT	UNO	UNLESS NOTED OTHERWISE
LF	LINEAR FEET	W	WATER

CONTACT PERSONNEL

CONTACT	AGENCY	PHONE
ANDREW TAYLOR, P.E.	RH2 ENGINEERING	541.892.7883
CONNER WAHL	RH2 ENGINEERING	541.821.8785
KEVIN CALDWELL	CITY OF ASHLAND	541.552.2265

CALL 48 HOURS BEFORE YOU DIG
ONE CALL 811

REPORT ALL SPILLS
DEPT. OF ECOLOGY 1-800-258-5990

DRAWING INDEX

Sheet Number	Sheet Title	Dwg No
1	COVER	COV
2	EXISTING SITE PLAN	C01
3	DEMOLITION SITE PLAN	C02
4	PROPOSED SITE PLAN	C03
5	DETAILS – SHEET 1 OF 2	D01
6	DETAILS – SHEET 2 OF 2	D02

SURVEY NOTES

1. TOPOGRAPHIC AND MONUMENT RECOVERY SURVEY WAS COMPLETED BY PARIANI LAND SURVEYING, LLC. FEBRUARY 26, 2025
2. HORIZONTAL BASIS OF BEARING: OCRS: GRANTS PASS -- ASHLAND ZONE
3. VERTICAL DATUM: NAVD88

REGISTERED PROFESSIONAL ENGINEER
105043PE
OREGON
SEPT. 10, 2014
ANDREW THOMAS TAYLOR
EXPIRES: JUNE 30, 2026

Apr. 20, 2026
HTC-P-COV.DWG

EXISTING PLAN VIEW

1" = 20'

EXISTING LEGEND

- ANGLE POINT
- WATER FOUNTAIN
- IRRIGATION VALVE
- POWER JUNCTION BOX
- POWER PAD MOUNT TRANSFORMER
- PLAYING LIGHTS
- LIGHT PUSH BUTTON
- SINGLE POST SIGN
- POST
- TRASH CAN
- TREE (CONIFER)
- TREE (DECIDUOUS)
- TOPO TOE OF SLOPE
- BUILDING EDGE
- FENCE
- STAIRS
- NETTING
- HANDRAIL
- COURT MARKINGS
- ASPHALT AREA
- LANDSCAPING (SOD, PLANTINGS)
- SIDEWALK CONCRETE
- BRICK
- DIVIDING WALL
- CONTROL WIRING
- POWER CONDUIT
- ELECTRICAL PANEL
- DIRECTION OF FLOW
- CATCH BASIN/CLEANOUT

GENERAL NOTES

1) EXISTING UNDERGROUND UTILITIES, INCLUDING STORM, POWER, AND WATER, WERE NOT FIELD-LOCATED. LOCATIONS SHOWN ARE APPROXIMATE AND BASED ON RECORD DRAWINGS AND SITE OBSERVATIONS.
2) EXISTING BELOW-GROUND CONDITIONS, INCLUDING COURT SECTION THICKNESS AND CONCRETE CURB LOCATIONS, SIZE, AND THICKNESS WITHIN THE COURT, WERE INFERRED FROM RECORD DRAWINGS. CONTRACTOR TO VERIFY IN FIELD AS NEEDED.
3) PARKING LOT NORTH OF THE PROPERTY MAY BE USED AS A STAGING AREA. CONTRACTOR TO COORDINATE USE WITH THE PARKS DEPARTMENT.

KEY PLAN

RH2

REGISTERED PROFESSIONAL ENGINEER 105043PE OREGON SEPT. 30, 2025 ANDREW THOMAS TAYLOR

EXPIRES: JUNE 30, 2026

CITY OF ASHLAND

HUNTER PARK TENNIS COURT REHABILITATION

EXISTING SITE PLAN

ASHLAND

JOB NO.: 25-0045
CLIENT: COA
FILENAME: HTC-P-CIV.DWG
SAVE DATE: Apr 20, 2026
PLOT DATE: Apr 20, 2026
ENGINEER: CJW
REVIEWED: ATT

REVISIONS

NO.	DESCRIPTION	DATE	BY	REVIEW

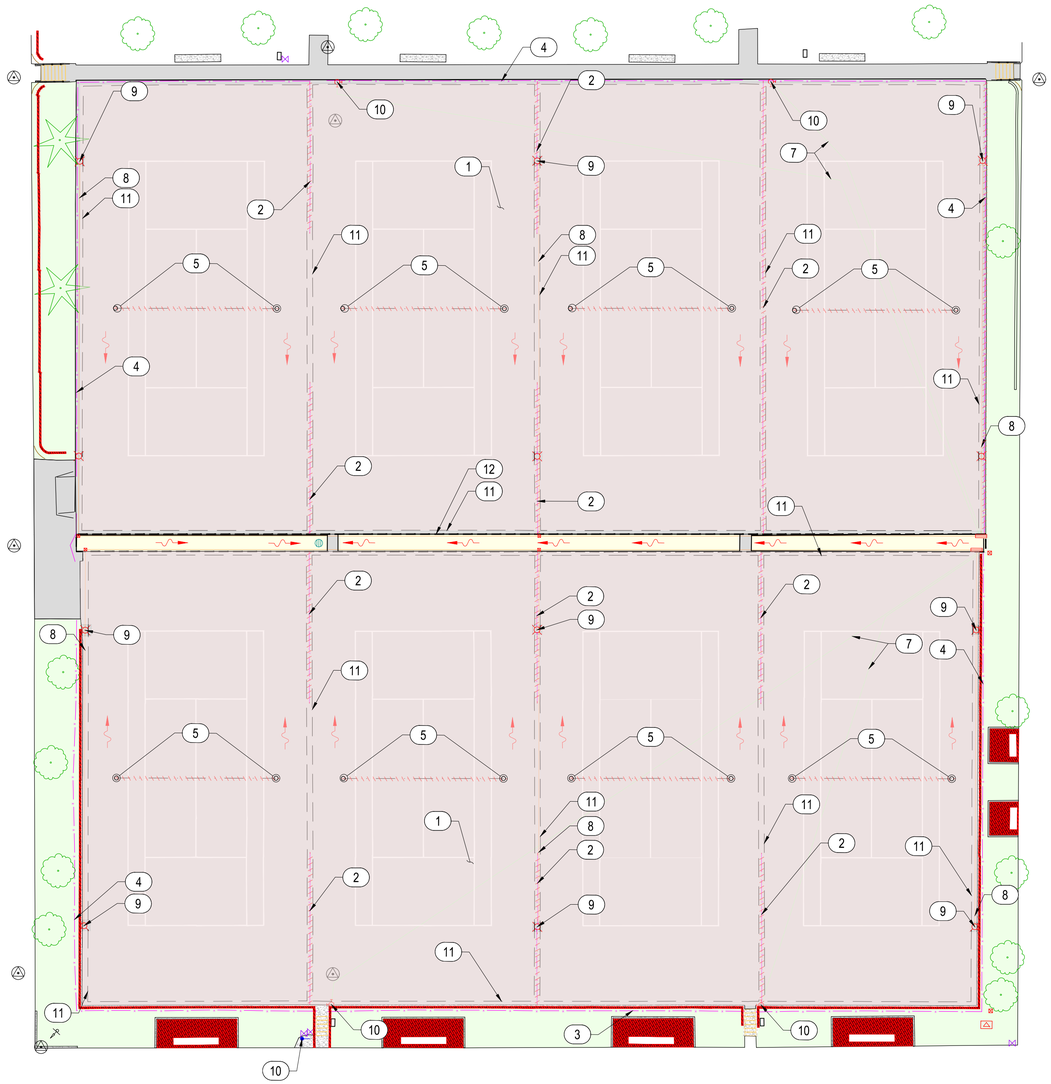
SCALE: SHOWN

0" 1" 2"

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

DWG NO.: C01

SHEET NO.: 2 6



DEMOLITION PLAN VIEW

1" = 20'

DEMOLITION LEGEND

ASPHALT REMOVAL

TO BE REMOVED

GENERAL NOTES

1) DEMOLITION NOTE 12 IS A BID ALTERNATE. INCLUDE ALL ASSOCIATED COSTS AS A SEPARATE LINE ITEM IN THE BID PROPOSAL.
2) CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING WORK. NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BETWEEN PLANS AND FIELD CONDITIONS.
3) ALL DEMOLITION WORK SHALL BE PERFORMED IN A MANNER THAT PROTECTS ADJACENT STRUCTURES, UTILITIES, SURFACES, AND FEATURES TO REMAIN. REPAIR ANY DAMAGE AT NO ADDITIONAL COST TO THE OWNER.
4) ALL DEMOLITION LIMITS SHOWN ON PLANS ARE APPROXIMATE. EXTENTS MAY BE ADJUSTED IN FIELD WITH APPROVAL FROM ENGINEER TO ACCOMMODATE ACTUAL CONDITIONS.
5) CLEAN AND PREPARE ALL SURFACES TO RECEIVE NEW CONSTRUCTION. REMOVE DUST, DEBRIS, AND ANY INCOMPATIBLE MATERIALS.

DEMOLITION NOTES

1	EXCAVATE	ACP TO TOP OF SUBBASE
2	REMOVE	4' FENCING AND FENCE POSTS
3	REMOVE	6' FENCING AND FENCE POSTS
4	REMOVE	10' FENCING AND FENCE POSTS
5	REMOVE	NETS AND POSTS
6	REMOVE	WATER FOUNTAIN
7	PRESERVE	CONTROL WIRING
8	PRESERVE	POWER CONDUIT
9	PRESERVE	LIGHTING STRUCTURES
10	PRESERVE	LIGHTING PUSH BUTTONS
11	PRESERVE	CONCRETE CURBING
12	REMOVE	PLYWOOD WALL SIDING, PRESERVE INTERIOR FRAME AND INTERIOR UTILITIES. CLEAN TRENCH DRAIN AND OTHER STORM STRUCTURES.

KEY PLAN

RH2

REGISTERED PROFESSIONAL ENGINEER
10504PE
OREGON
SEPT. 30 2025
ANDREW THOMAS TAYLOR
EXPIRES: JUNE 30, 2026

CITY OF ASHLAND
HUNTER PARK TENNIS COURT REHABILITATION

DEMOLITION SITE PLAN

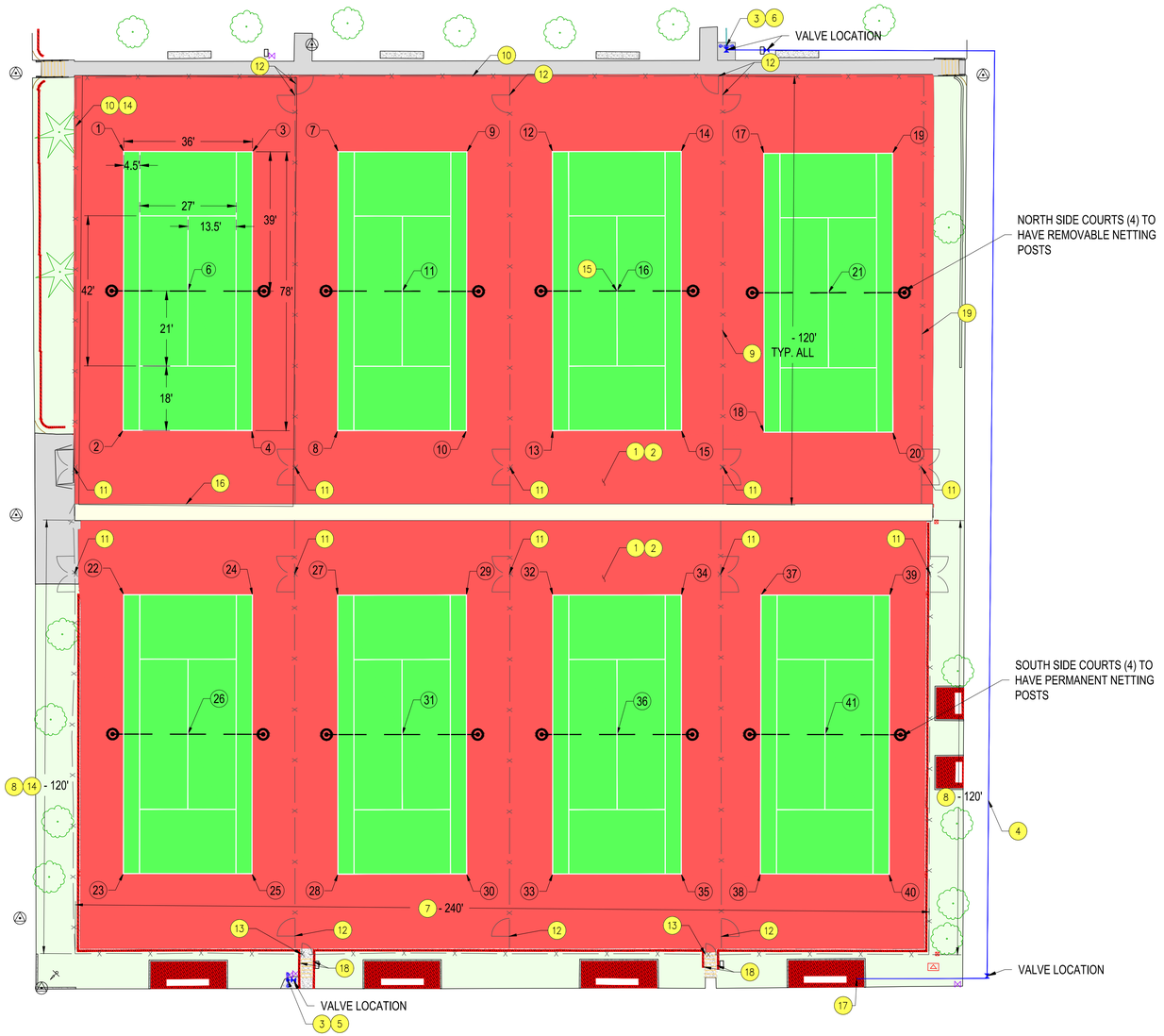
REVISIONS			
NO.	DATE	DESCRIPTION	BY
			REVIEW

JOB NO: 25-0045
CLIENT: COA
FILENAME: HTC-P-CIV.DWG
SAVE DATE: Apr 20, 2026
PLOT DATE: Apr 20, 2026
ENGINEER: CJW
REVIEWED: ATT

SCALE: SHOWN
0 1" 2
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

DWG NO.: C02
SHEET NO.: 3 6

POINTS TABLE			
POINT	NORTHING	EASTING	DESCRIPTION
1	160683.86	339594.10	COURT 1 MARKING
2	160605.86	339594.58	COURT 1 MARKING
3	160684.08	339630.10	COURT 1 MARKING
4	160606.08	339630.58	COURT 1 MARKING
6	160644.97	339612.34	COURT 1 CENTER
7	160684.32	339654.11	COURT 2 MARKING
8	160606.32	339654.59	COURT 2 MARKING
9	160684.54	339690.11	COURT 2 MARKING
10	160606.54	339690.59	COURT 2 MARKING
11	160645.43	339672.35	COURT 2 CENTER
12	160684.83	339714.07	COURT 3 MARKING
13	160606.83	339714.78	COURT 3 MARKING
14	160685.16	339750.06	COURT 3 MARKING
15	160607.16	339750.78	COURT 3 MARKING
16	160645.99	339732.42	COURT 3 CENTER
17	160684.83	339773.22	COURT 4 MARKING
18	160606.83	339773.93	COURT 4 MARKING
19	160685.16	339809.22	COURT 4 MARKING
20	160607.16	339809.93	COURT 4 MARKING
21	160645.99	339791.57	COURT 4 CENTER
22	160559.88	339595.13	COURT 5 MARKING
23	160481.88	339595.65	COURT 5 MARKING
24	160560.12	339631.13	COURT 5 MARKING
25	160482.12	339631.65	COURT 5 MARKING
26	160521.00	339613.39	COURT 5 CENTER
27	160560.25	339654.99	COURT 6 MARKING
28	160482.25	339655.70	COURT 6 MARKING
29	160560.57	339690.99	COURT 6 MARKING
30	160482.58	339691.70	COURT 6 MARKING
31	160521.41	339673.35	COURT 6 CENTER
32	160560.79	339715.17	COURT 7 MARKING
33	160482.79	339715.78	COURT 7 MARKING
34	160561.07	339751.17	COURT 7 MARKING
35	160483.08	339751.78	COURT 7 MARKING
36	160521.93	339733.48	COURT 7 CENTER
37	160561.29	339773.47	COURT 8 MARKING
38	160483.29	339773.92	COURT 8 MARKING
39	160561.50	339809.47	COURT 8 MARKING
40	160483.50	339809.92	COURT 8 MARKING
41	160522.39	339791.70	COURT 8 CENTER



PROPOSED PLAN VIEW

1" = 20'

PROPOSED LEGEND

- ASPHALT OUTER COURT
- ASPHALT INNER COURT
- COURT STRIPING WHITE
- NET POST
- NETTING
- FENCING
- DOUBLE SWING GATE
- SINGLE SWING GATE
- WATER LINE
- WATER FOUNTAIN
- WATER VALVE
- CONCRETE PAD

GENERAL NOTES

1) MATERIALS AND INSTALLATION SHALL FOLLOW MANUFACTURER SPECIFICATIONS AND INDUSTRY STANDARDS UNLESS NOTED. IF DISCREPANCIES ARISE BETWEEN THESE PLANS AND MANUFACTURER GUIDELINES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER
2) NOTE 16 IS A BID ALTERNATE. INCLUDE ALL ASSOCIATED COSTS AS A SEPARATE LINE ITEM IN THE BID PROPOSAL.

CONSTRUCTION NOTES

1. INSTALL 2.5" ASPHALT. PLACE 3/4"–0 CRUSHED ROCK AS NEEDED TO ACHIEVE DESIGN SECTION. MATCH EXISTING GRADES AND SLOPES.
2. RESURFACE ASPHALT AND CONCRETE AFTER ASPHALT PLACEMENT IN ACCORDANCE WITH SECTION 2 OF THE SPECIFICATIONS AND ALL MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS. COLORS AND STRIPING WIDTH PER SPECIFICATIONS.
3. INSTALL WATER FOUNTAIN (MOST DEPENDABLE FOUNTAINS, MODEL 10145MFA) PER PROJECT SPECIFICATIONS AND ALL MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS. DAYLIGHT DRAIN LINE WHERE FEASIBLE; DIRECT DRAIN TO SUMP WHERE DAYLIGHTING IS NOT POSSIBLE.
4. INSTALL NEW WATERLINE (SIZE PER MANUFACTURER'S SPECIFICATIONS) INSTALL VALVES AS SHOWN ON THE PLANS. ROUTE LINE OUTSIDE OF SIDEWALK WHERE INDICATED. RESTORE ALL DISTURBED SURFACES, INCLUDING BRICK PAVERS AND OTHER FINISHES, TO ORIGINAL CONDITION.
5. REPAIR OR MODIFY EXISTING CONCRETE PAD AS NEEDED TO MEET MANUFACTURER'S SPECIFICATIONS AND DETAILS.
6. INSTALL A NEW 5' X 5' CONCRETE PAD. POSITION THE FOUNTAIN OFFSET 1 FOOT FROM THE BACK EDGE AND CENTERED ON THE PAD.
7. INSTALL 6' BLACK VINYL FENCING PER SPECIFICATIONS AND DETAILS.
8. TRANSITION FROM 6' FENCING TO 10' FENCING. MATCH THE APPEARANCE OF THE EXISTING TRANSITION TO BE REMOVED PRIOR TO INSTALLATION.
9. INSTALL 4' BLACK VINYL FENCING WITH 1.5" REVEAL AT BOTTOM OF FENCE PER SPECIFICATIONS AND DETAILS. USE EXISTING POST HOLES, CORE DRILL AS NECESSARY. ANCHOR POSTS WITH NON–SHRINK GROUT. NO REMOVAL OR REPLACEMENT OF EXISTING CURB IS PERMITTED UNLESS NOTED OTHERWISE.
10. INSTALL 10' BLACK VINYL FENCING PER SPECIFICATIONS AND DETAILS. USE EXISTING POST HOLES; CORE DRILL AS NECESSARY. ANCHOR POSTS WITH NON–SHRINK GROUT. NO REMOVAL OR REPLACEMENT OF EXISTING CURB IS PERMITTED UNLESS NOTED OTHERWISE.
11. INSTALL 10' WIDE DOUBLE GATE PER DETAILS.
12. INSTALL 5' WIDE PEDESTRIAN ACCESS GATE PER DETAILS.
13. INSTALL 3' WIDE PEDESTRIAN ACCESS GATE PER DETAILS.
14. INSTALL SCREEN ON FENCE PER MANUFACTURER SPECIFICATIONS AND PROJECT DETAILS. SECURE SCREEN TO FENCE FRAME USING APPROVED FASTENERS, ENSURING TIGHT AND EVEN INSTALLATION.
15. INSTALL TENNIS NET AND NET POSTS PER MANUFACTURER SPECIFICATIONS AND PROJECT DETAILS. ENSURE PROPER TENSION AND ALIGNMENT OF THE NET.
16. INSTALL VERTICAL SIDING ON PLYWOOD CENTER WALL. INSTALL TRIM ALONG TOP AND SIDES OF WALL AND AROUND ANY WALL OPENINGS. INSTALL DRIP EDGE FLASHING ALONG ROOF EAVES, HORIZONTAL WHITE STRIPE 3" ABOVE TOP OF ASPHALT ALONG FULL LENGTH OF NORTH AND SOUTH SIDES OF WALL. SEE SPECIFICATIONS.
17. CONNECT TO EXISTING POTABLE WATER.
18. HOT–DIPPED GALVANIZED HANDRAIL TO MATCH EXISTING. VERIFY WITH ENGINEER BEFORE INSTALLATION
19. REMOVE AND REINSTALL EXISTING FENCE AND POSTS IN FRONT OF LIGHT POLES

KEY PLAN

RH2

REGISTERED PROFESSIONAL ENGINEER 105043PE OREGON SEPT. 30, 2025 ANDREW THOMAS TAYLOR

EXPIRES: JUNE 30, 2026

CITY OF ASHLAND
HUNTER PARK TENNIS COURT REHABILITATION

PROPOSED SITE PLAN

CLIENT: COA | FILENAME: HTC-P-CIV.DWG | JOB NO: 25-0045

DATE: Apr 20, 2026 | PLOT DATE: Apr 20, 2026

ENGINEER: CJW | REVIEWED: ATT

REVISIONS

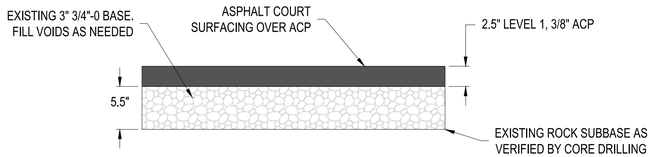
NO.	DATE	DESCRIPTION	BY	REVIEW

SCALE: SHOWN

0" 1" 2"

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

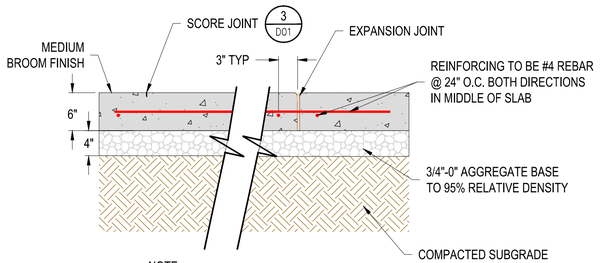
DWG NO.: C03 | SHEET NO.: 4 of 6



ASPHALT CROSS SECTION

1 / D01

NOT TO SCALE

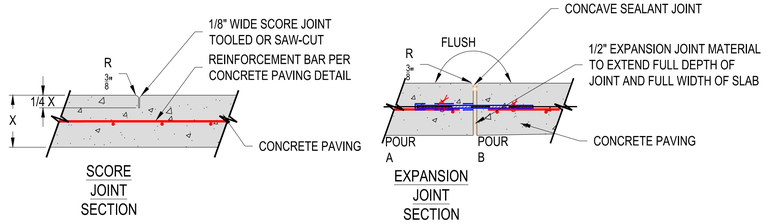


NOTE:
PROVIDE SCORE JOINTS 5' O.C. AND 10' O.C. FOR EXPANSION JOINT AND AT ALL INTERSECTION, INTRUSIONS, OPENINGS, CHANGES OF DIRECTION AND BETWEEN POURS. UNLESS OTHERWISE NOTED.

CONCRETE PAVING

2 / D01

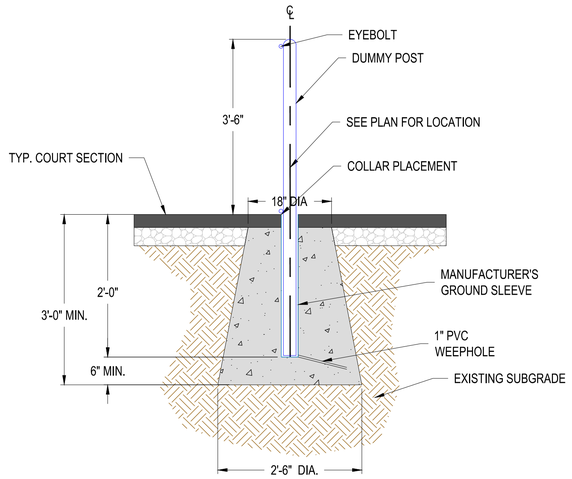
NOT TO SCALE



CONCRETE JOINTING

3 / D01

NOT TO SCALE

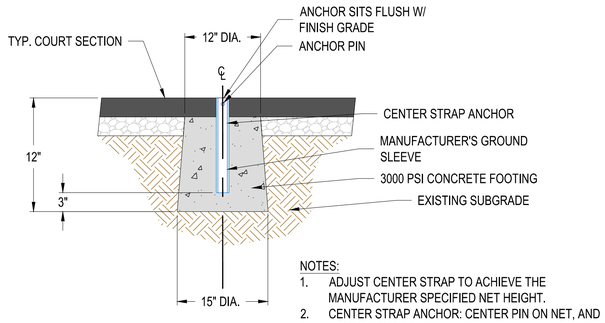


4 / D01

REMOVABLE TENNIS POST FOOTING DETAIL

NOT TO SCALE

NOTES:
1. WHEN POSTS ARE NOT IN PLACE, INSTALL 3" SQUARE GROUND SLEEVE T-PLUG OR EQUIVALENT PER SPECIFICATIONS.

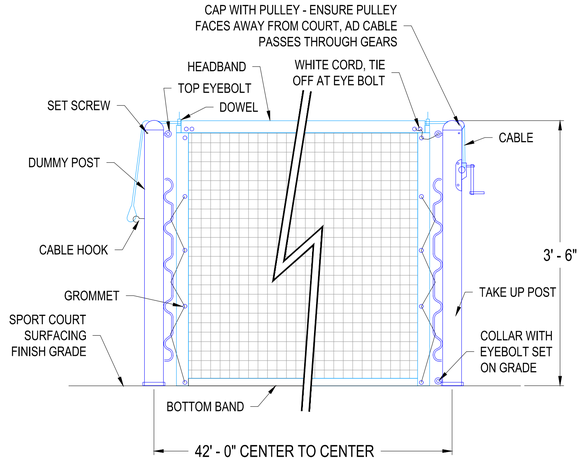


NOTES:
1. ADJUST CENTER STRAP TO ACHIEVE THE MANUFACTURER SPECIFIED NET HEIGHT.
2. CENTER STRAP ANCHOR: CENTER PIN ON NET, AND ALIGN WITH NET LINE.
3. WHEN NOT IN USE, CAP WITH 1.9" SILICONE PLUG

NET CENTER STRAP ANCHOR DETAIL

5 / D01

NOT TO SCALE

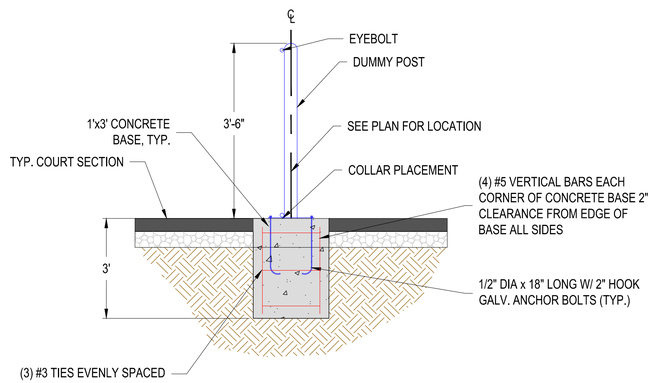


NOTES:
1. CENTER STRAP AND CENTER ANCHOR
2. INSTALL TOP OF NET AT 42 IN. ABOVE FINISH GRADE AT POSTS, AND AT 36 IN ABOVE FINISH GRADE COURT SURFACING AT CENTER ANCHOR.
3. THIS DETAIL INDICATES THE GENERAL NET POSTS INSTALLATION REQUIREMENTS, AND IS NOT INTENDED TO REPLACE THE MANUFACTURER'S NET AND NET POST INSTALLATION INSTRUCTIONS.

TENNIS NET INSTALLATION DETAIL

6 / D01

NOT TO SCALE



SURFACE MOUNT TENNIS POST FOOTING DETAIL

7 / D01

NOT TO SCALE

RH2

REGISTERED PROFESSIONAL ENGINEER
105043PE
OREGON
SEPT. 30, 2024
ANDREW THOMAS TAYLOR
EXPIRES: JUNE 30, 2026

CITY OF ASHLAND
HUNTER PARK TENNIS COURT REHABILITATION

DETAILS - SHEET 1 OF 2

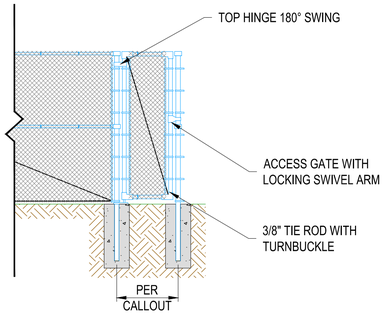
JOB NO: 25-0045
CLIENT: COA
FILENAME: HTC-D-DET.DWG
SAVE DATE: Apr 20, 2026
PLOT DATE: Apr 20, 2026
ENGINEER: CJW
REVIEWED: ATT

REVISIONS

NO.	DATE	DESCRIPTION	BY	REVIEW

SCALE: SHOWN
0" 1" 2"
DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

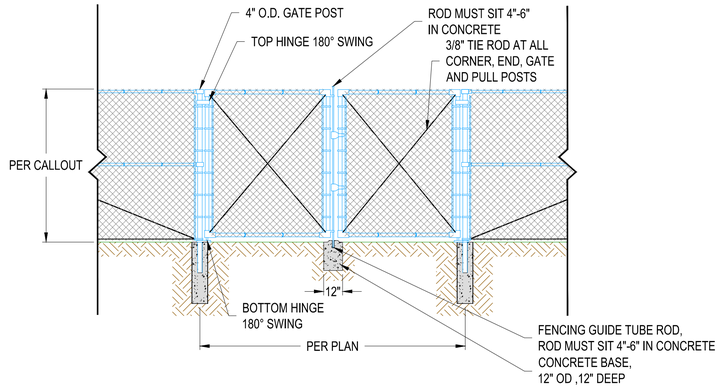
DWG NO.: D01
SHEET NO.: 5 / 6



PEDESTRIAN ACCESS GATE DETAIL

1 D02

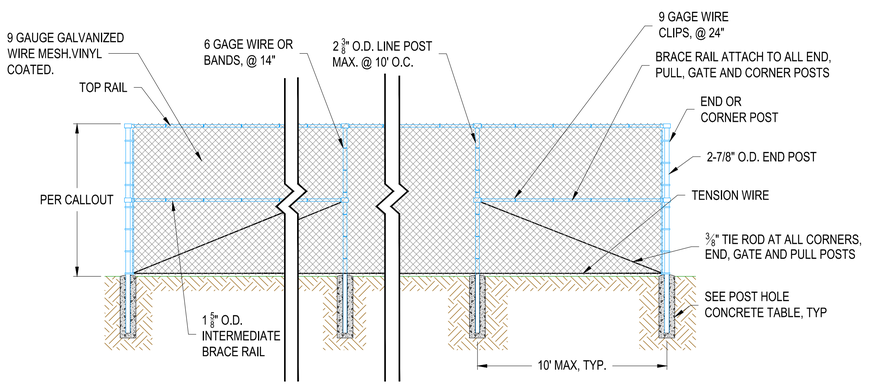
NOT TO SCALE



MANUAL DOUBLE SWING GATE DETAIL

2 D02

NOT TO SCALE



NOTES:

1. MID-BAR IS NOT NECESSARY FOR FENCES 6' AND LOWER.

CHAIN-LINK FENCE DETAIL

3 D02

NOT TO SCALE

SWING GATE POST FOOTING SCHEDULE

FENCE HEIGHT (FT)	GATE WIDTH (FT)	FOOTING DIA. (IN)	FOOTING DEPTH (IN)	POST EMBEDMENT (MIN. IN)
5	3	12	36	30
5	12	16	42	36
6	3	12	36	30
6	12	16	42	36
8	3	12	36	30
8	12	16	42	36
8	20	18	48	42
10	3	12	36	30
10	12	16	42	36
10	20	18	48	42

FENCE LINE POST FOOTING SCHEDULE

FENCE HEIGHT (FT)	FOOTING DIA. (IN)	FOOTING DEPTH (IN)	POST EMBEDMENT (MIN. IN)
5	10	36	30
6	10	36	30
8	12	36	30
10	12	36	30

FENCE END, CORNER & PULL POST FOOTING SCHEDULE

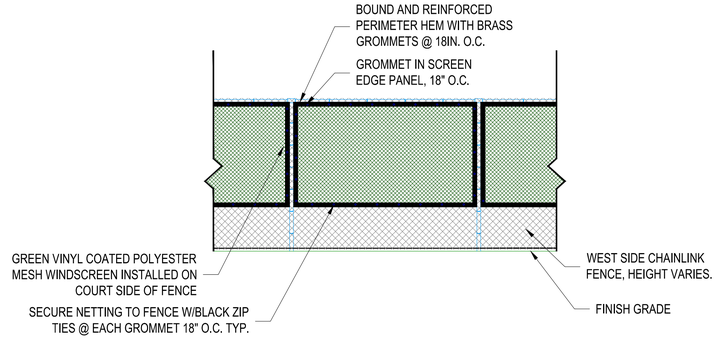
FENCE HEIGHT (FT)	FOOTING DIA. (IN)	FOOTING DEPTH (IN)	POST EMBEDMENT (MIN. IN)
5	12	36	30
6	12	36	30
8	14	42	36
10	16	42	36

FENCE POST AND RAIL SCHEDULE

FENCE HEIGHT (FT)	END, PULL, GATE, CORNER POSTS (O.D. IN)	LINE POSTS (O.D. IN)	TOP RAIL (O.D. IN)	MID RAIL BRACE (O.D. IN)	BOTTOM RAIL (O.D. IN)
5	2.875	1.90	1.66	NA	NA - 6 GAUGE TENSION WIRE
6	2.875	1.90	1.66	NA	6 GAUGE TENSION WIRE
8	2.875 GATE 4.50	2.375	1.66	1.66	6 GAUGE TENSION WIRE
10	2.875 GATE 5.563	2.375	1.66	1.66	6 GAUGE TENSION WIRE

FENCE NOTES

1. FENCE HEIGHT IS MEASURED FROM TOP OF MESH TO FINISHED GROUND SURFACE
2. ALL POSTS AND RAILS SHALL BE SCHED. 40 STEEL PIPE WITH BLACK VINYL COATING UNLESS OTHERWISE NOTED, SIZE NOTED ON PLANS SHALL BE O.D.
3. ALL FENCE COMPONENTS SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS FOR EACH MATERIAL TYPE, THEN FINISHED WITH A BLACK VINYL COATING WHERE APPLICABLE. ALL VISIBLE ELEMENTS—INCLUDING POSTS, RAILS, AND FABRIC—SHALL BE VINYL-COATED. POSTS AND RAILS SHALL BE GRADE 1, AND FABRIC SHALL BE CLASS 1 PER ASTM F668. HARDWARE SHALL MATCH THE GALVANIZING AND COATING REQUIREMENTS OF THE COMPONENT TO WHICH IT IS ATTACHED TO ENSURE UNIFORM CORROSION RESISTANCE AND APPEARANCE.
4. ALL FABRIC SHALL BE CORE WIRE GAUGE 9 AND 2-INCH MESH AND BLACK VINYL COATING. EXCEPT FOR RAILING EQUIVALENT FENCE, TOP AND BOTTOM FABRIC SELVAGES SHALL BE TWISTED. TOP SELVAGE OF RAILING EQUIVALENT FENCE SHALL BE KNUCKLED. LEAVE NO MORE THAN 3-INCH GAP BETWEEN FINISHED GROUND SURFACE AND BOTTOM SELVAGE.
5. ALL GATE FRAMES SHALL BE SIZED AND CONSTRUCTED TO MEET CHAIN-LINK FENCE MANUFACTURERS INSTITUTE PRODUCT MANUAL SPECIFICATIONS, MINIMUM.
6. ADJUST FENCE POST LOCATIONS TO AVOID CONFLICT WITH UTILITIES OR OTHER STRUCTURES.
7. WHERE REPLACING EXISTING FENCING IN CONCRETE CURB, CUT EXISTING POST FLUSH WITH CURB, CORE DRILL TO REMOVE REMAINING POST, INSTALL NEW FENCING POST, AND SECURE IN PLACE WITH NON-SHRINK GROUT.



NOTES:

1. PROVIDE WIND SCREEN ON ALL WEST SIDE FENCING. USE 6' SCREEN FOR ALL FENCING.

WINDSCREEN DETAIL

4 D02

NOT TO SCALE

RH2

REGISTERED PROFESSIONAL ENGINEER
105043PE
OREGON
SEPT. 30, 2024
ANDREW THOMAS TAYLOR
EXPIRES: JUNE 30, 2026

CITY OF ASHLAND
HUNTER PARK TENNIS COURT REHABILITATION

DETAILS - SHEET 2 OF 2

ASHLAND PARKS & RECREATION

JOB NO: 25-0045
CLIENT: COA
FILENAME: HTC-D-DET.DWG
SAVE DATE: Apr 20, 2026
PLOT DATE: Apr 20, 2026
ENGINEER: CJW
REVIEWED: ATT

REVISIONS

NO.	DATE	DESCRIPTION	BY	REVIEW

SCALE: SHOWN

0" 1" 2"

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

DWG NO.: D02
SHEET NO.: 6 6

ASHLAND | OREGON
Parks & Recreation Department
Better Together
www.AshlandParksandRec.org
340 South Pioneer Street
Ashland, Oregon 97520
541.488.5340

Notice of Intent to Award

June 3, 2026

Hunter Park Tennis Court Rehabilitation

Public Improvement, Project #000864

Ashland Parks and Recreation received one bid for the Hunter Park Tennis Court Rehabilitation project on 5/26/26, no addendums were issued. The bid we received was from Knife River Materials as follows:

Base Bid	$623,030.00
Bid Alternative	$20,400.00
Total	$643,430.00

Staff have reviewed the materials submitted by Knife River Materials and we find the bid to be responsive.

Please consider this letter as formal Notice of Intent to Award the Hunter Park Tennis Court Rehabilitation project to Knife River Materials in the amount of $643,430.00.

Thank you,

Kevin Caldwell
Ashland Parks and Recreation
Parks Division Manager

CHECKLIST FOR BID SUBMITTAL

1. Part I – Bid & Contract Documents
   - ☑ Fill in bidder information on the first page.
   - ☑ Indicate amount of bid bond in paragraph 18.
   - ☑ Indicate bidder status in paragraph 26.
   - ☑ Indicate number of addenda received in paragraph 34.
   - ☑ Fill in bidder information and sign paragraph 37.
   - ☑ Fill in unit prices and amounts for all bid items.
   - ☑ Fill in the total bid amount.

2. First Tier Subcontractor Disclosure Form
   - ☐ Fill in this form and include with bid schedule (or within 2 hours of closing).

3. Bid Bond
   - ☑ Provide 10% bid bond on form included in Exhibit E

4. Prequalification
   - ☑ Provide three (3) examples of previous projects similar in nature to the work scope described in this ITB as part of bid package.

CHECKLIST FOR CONTRACT SUBMITTAL (FOR FUTURE REFERECE)

1. Standard Public Improvement Contract
   - ☐ Fill in contractor data and certification portions of the Contract.
   - ☐ Sign the Contract.

2. Certifications of Representation
   - ☐ Check all items that apply and sign.

3. ☐ Provide IRS Form W-9.

4. ☐ Exhibit D – Certification Statement for Corporation as Independent Contractor. Complete and Sign.

5. Performance Bond
   - ☐ Provide on form provided in Exhibit E.

6. Payment Bond
   - ☐ Provide on form provided in Exhibit E.

7. ☐ Insurance certifications as required by Exhibit C.

Introduction and Table of Contents

All Contract Documents are listed below. Documents are either attached or bound separately and available from the Project Manager. All Documents bound separately are incorporated into the Contract Documents and have the same force and effect as though set forth in full herein.

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In the event of a conflict during construction, resolve any discrepancies according to 00150.10(a) Order of Precedence of the 2024 ODOT Standard Specifications for Construction

PART I – BID & CONTRACT DOCUMENTS

CITY OF ASHLAND

BID AND BID SCHEDULE

NAME OF BIDDER LTM Inc. dba Knife River Materials

CONTACT Joshua Rapp

ADDRESS 3959 Hamrick Rd

CITY Central Point **STATE** OR **ZIP** 97502

TELEPHONE NO. 541-770-2960

FAX NO. 541-664-4567

EMAIL ADDRESS Joshua.Rapp@kniferiver.com

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonably incidental to, the completion of all the work in connection with the Hunter Park Tennis Courts Rehabilitation Project No 000864 (hereinafter "Project") for the City of Ashland, Oregon, as described in the contract documents, including the general conditions, all applicable special provisions, plans, specifications or any supplemental documents. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site (including without limitation utility interference) or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. The undersigned has notified the City of any conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

4. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules. Additional evaluation criteria are as follows: Demonstrated previous experience with a similar scope of work. Please see paragraph 6 below.

5. As Pre-qualification the bidder shall submit a list of at least three (3) previous projects of a similar scope to that described in this ITB as part of their bid package.

6. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

7. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

8. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

9. The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

    - Bonds as described in Exhibit E
    - Insurance as described in Exhibit C
    - Certificates of Coverage for Workman Compensation and unemployment insurance.
    - All other bonds, permits, licenses, information, etc. as required in the contract documents.
    - A checklist of submittals needed prior to contract signing is provided for guidance within this ITB.

10. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will

have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

11. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

12. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

13. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

14. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

15. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for.

16. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

17. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of 10% of bid, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

18. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

19. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

20. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

21. The undersigned agrees to initiate and complete this Project by the date stated below.

    - The work shall be commenced no earlier than 8/3, 2026.
    - The work shall be completed in all respects no later than __9/30_, 2026__.
    - Liquidated damages shall be as $1,000 per day until Substantial Completion.

22. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

23. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

24. The undersigned is aware that no person may engage in any business within Ashland without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland ordinance. The Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within city limits.

25. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.

    - The Bidder is ___X___ or is not _____ a Resident Bidder as defined in ORS 279A.120.

26. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

27. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

28. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

29. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder or their subcontractor is licensed under ORS 468A.710 for asbestos removal.

30. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

31. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

32. The undersigned, by the act of submitting a bid, affirms that the undersigned has investigated and is satisfied as to the site subsurface condition to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

33. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda no later than 3 business days prior to the closing time and date. Addenda will be posted to the OregonBuys website for download. The bidder must check the OregonBuys website frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER __1__ THROUGH __1__ HAVE BEEN REVIEWED

34. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid per OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form (Exhibit L).

35. Instructions for First-Tier Subcontractors Disclosure.
    Bidders are required to disclose information about certain first-tier subcontractors (those subcontractors contracting directly with the bidder) when the contract price exceeds $100,000 (see ORS 279C.370). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, bidder must disclose the following information about that subcontract within two working hours of bid closing:

    - The subcontractor's name and address;
    - The subcontractor's Construction Contractor Board registration number, if one is required, and;
    - The subcontract dollar value.

    If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form.

    THE CITY WILL REJECT A BID IF THE BIDDER FAILS TO SUBMIT A PROPERLY COMPLETED DISCLOSURE FORM WITHIN TWO HOURS OF BID CLOSING.

THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE.

The disclosure should be submitted on the First-Tier Subcontractor Disclosure Form attached to this Invitation to Bid.

36. Bidder Information and Signature

LTM Inc. dba Knife River Materials
Firm Name of Bidder

Signature of Bidder

Tyler Douglas
Printed Name of Bidder

Construction General Manager
Official Title

Oregon
State of Incorporation

56603
CCB Number

Dated this 26th day of May 2026.

Name of Bidder LTM Inc. dba Knife River Materials

Address 3959 Hamrick Rd Central Point, OR 97502

Telephone No. 541-770-2960

BID SCHEDULE – BASE BID

No.	Description	Unit	Qty	Unit Cost	Total
1	Mobilization, Demobilization, Site Preparation, And Cleanup	LS	1	36,000	36,000
2	Temporary Erosion and Sediment Control	LS	1	1,600	1,600
3	Construction Survey Work and Staking	LS	1	1,900	1,900
4	Demolition And Surface Preparation	SF	58000	2.00	116,000
5	Asphalt Paving	TON	910	183	166,530
6	Recreational Court Surfacing	LS	1	118,000	118,000
7	Site Fencing	LS	1	96,000	96,000
8	Site Utilities	LS	1	46,000	46,000
9	Court Equipment	LS	1	41,000	41,000

Note: Alternatives further defined in bid documents

BASE BID TOTAL $ 623,030.00

BID SCHEDULE – ALTERNATIVE BID

No.	Description	Unit	Qty	Unit Cost	Total
10	Wall Siding	LS	1	$20,400.00	$ 20,400.00

Note: Alternatives further defined in bid documents

ALTERNATIVE BID TOTAL $ 20,400.00

TOTAL INCLUDING BID ALTERNATIVE $ 643,430.00

Tyler Douglas — Six hundred forty three thousand dollars, four hundred thirty dollars

Name of Authorized Representative — *Total Written in Dollars*

5/26/2026

Authorized Representative Signature — *Date*

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

INSTRUCTIONS

Instructions for Submitting Form

Submit the First-Tier Subcontractor Disclosure form in any of the following manners:

- Not later than two working hours after the time set for opening Bids. (For example, before 4:00 p.m. after a 2:00 p.m. Bid Opening.) Submit according to one of the following methods:
- Print the form from the Bid Booklet, fill it in, and:
    - o Deliver to the following address where it can be time and date stamped

City of Ashland
Parks and Recreation Building
340 S Pioneer Street
Ashland, OR 97520, or

Instructions for First-Tier Subcontractor Disclosure

If the bid for this project exceeds $100,000 bidders are required to disclose information about first-tier subcontractors that will furnish labor or labor and materials (See ORS 279C.370) if the contract amount of a first-tier subcontractor is greater than or equal to: 1) 5% of the total bid or $15,000, whichever is greater or 2) $350,000, regardless of the percentage of the total project Bid.

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If the Bidder will not be using any first-tier subcontractors as defined above, the Bidder is still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Hunter Park Tennis Courts Rehabilitation
Project Number 000864
Bid Opening Date 5/26/2026

Name of Bidding Contractor LTM Inc. dba Knife River Materials

☐ *CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS)*

Firm Name: Beynon	Dollar Amount
Category of Work: Surfacing	$120,000

Firm Name: Quality Fence	Dollar Amount
Category of Work: Fence	$120,000

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

EXHIBIT E: BONDS (BID, PERFORMANCE, PAYMENT)

Bid Bond

We, LTM, Inc. dba Knife River Materials, a corporation or partnership duly organized under the laws of the State of OR, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, Liberty Mutual Insurance Company, a corporation or partnership duly organized under the laws of the State of MA, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($ 10%)
Ten Percent of Amount Bid Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the **Hunter Park Tennis Courts Rehabilitation Project 000864**, which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 20th day of May, 20 26.

Liberty Mutual Insurance Company	LTM, Inc. dba Knife River Materials
Surety	Principal
8400 Normandale*	PO Box 1145**
Address	Address
By: Haley Pflug	By: Tyler Douglas
Haley Pflug	
Attorney -in-Fact	

[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

*Lake Blvd., Suite 1700, Bloomington, MN 55437
**Medford, OR 97501

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 20th day of May 2026, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

Notary Public

KELLY NICOLE ENGHAUSER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2031

LTM Inc. dba Knife River Materials

POWER OF ATTORNEY

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

Certificate No: **8215801 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Julie Decker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Maci Scates, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN 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 19th day of March, 2026.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
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 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 Nathan J. Zangerle, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 20th day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

References

Reference #1

Project Name: Walker Elementary School — Constructed: 2021

Owner: Adroit Construction — Location: Ashland, OR

Contact Name: Kyle Lumsden — Phone: 541-482-4049

Scope: Excavation, Underground Utilities, Aggregate Bases & Asphalt Paving

Reference #2

Project Name: Phoenix H.S. Tennis Courts — Constructed: 2024

Owner: Phoenix Talent School District — Location: Phoenix, OR

Contact Name: Jon McCalip — Phone: 541-500-8588

Scope: Excavation, Aggregate Bases & Asphalt Paving

Reference #3

Project Name: Logos Charter Learning & Arts Bldg — Constructed: 2025

Owner: Adroit Construction — Location: Medford, OR

Contact Name: Mike Freeman — Phone: 541-482-4098

Scope: Demo, Excavation, Underground Utilities, Aggregate Bases & Asphalt Paving

Council Business Meeting

Date: June 16, 2026

Agenda Item	Approval of a Construction Contract with Outlier Construction LLC for the East Main Street Community Park Phase One Park Improvements
Department	Parks & Recreation
From	Rachel Dials, Deputy Parks Director

TIME ESTIMATE
5 Minutes

CATEGORY
Contract Approval - as the contract board, confirm proper procedure with a motion to approve.

SUMMARY
Before the Council, acting as the local contract review board, is a request to approve a construction contract with Outlier Construction LLC for the East main Street Community Park phase one park improvements, project #2024-16. This project is supported by grant funds from the Oregon Parks and Recreation Department Local Government Grants Program.

POLICIES, PLANS & GOALS SUPPORTED
Quality infrastructure and facilities through timely maintenance and community investment.

BACKGROUND AND ADDITIONAL INFORMATION

:larity, this project was bid on in two separate packages: 1) East Main Street Community Park Public ɔvements, which includes the work within the right of way, and 2) East Main Street Community Park Phase one improvements, which includes the internal park improvements. The park improvements are phase one of at least ɔhases; future phases will need to be constructed to complete the full build-out plans.

Ashland Parks and Recreation Department has been working towards the development of East Main Street munity Park for approximately 8 years after purchasing the property in 2018. Many public meetings have been dating back to 2019 as well as the formation of working groups to influence the conceptual design. We contracted Terrain Architecture to develop the park plans and specifications for bidding. Phase one of this project includes: a ɔom and parking lot, bicycle pump track and skills park, a dog park, irrigation, landscaping, some perimeter ng and street improvements under a separate construction contract. Future phases may include a playground, ing paths, shade structures and community garden.

art of the formal contracting process required by procurement regulations, the Public Works Department, working ɛly with the Parks and Recreation Department, released an Invitation to Bid via Oregonbuys on 5/4/26 (solicitation ⟨A0010-0016810). Several bids were received on 5/28/26, with the lowest bid from Outlier Construction LLC in ımount of $2,130,151.66. Staff have reviewed the bid from Outlier and find their bid to be complete and ɔnsive. On 6/2/26, staff issued a notice of Intent to award to Outlier Construction.

FISCAL IMPACTS
This project is supported by grant funds from the Oregon Parks and Recreation Department Local Government Grant Program. This grant provides 42.94% matching funds up to a total of $1,000,000.00 (including both contracts). The remaining 57.06% of the funds will come from the Parks Department capital improvement fund. This grant requires project completion no later than 12/31/26. However, Parks staff and the Oregon Parks and Recreation Department are aware that a time extension will be necessary to complete this project. Staff expects to have this project substantially complete by 12/31/27 after the completion of the public improvements.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Council, acting as the local contract review board, has the option to approve this contract or refer back to staff to rebid the project or request that the project not be constructed. Staff recommend approving the project.

I move to approve the construction contract with Outlier Construction LLC for phase one of the East Main Street Community Park improvements with a contract amount not to exceed $2,130,151.66.

REFERENCES & ATTACHMENTS

1. EMP Park ITB
2. Notice of Intent to Award_EMP Phase 1_Outlier
3. Outlier Bid - EMP Phase 1 (Low Bid)_with Corrected Bid Schedule

CITY OF ASHLAND

Department of Public Works

Invitation to Bid

Sealed Bid / Formal Procurement

Project Number: **2024-16**

Project Name: **EAST MAIN PARK PHASE 1**

Project Type: **PARK DEVELOPMENT**

BIDS DUE BY: 1:00 PM PDT, May 28, 2026

INTRODUCTION AND TABLE OF CONTENTS

All Contract Documents are listed below. Documents are either attached or bound separately and available from the Project Manager. All Documents bound separately are incorporated into the Contract Documents and have the same force and effect as though set forth in full herein.

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PART IX – PRODUCT EXHIBITS – PRECAST BLDG & PUMP TRACK **(Bound Separately)**

INVITATION TO BID

EAST MAIN PARK PHASE 1

Project No. 2024-16

The City of Ashland is soliciting sealed Bids for the development of **EAST MAIN PARK PHASE 1, Project No. 2024-16** . All Bids received prior to the due date and time and in proper form will be publicly opened and read aloud in the Siskiyou Conference Room at the time set forth above as the deadline for receipt of Bids, and thereafter Bids shall be made available for public inspection. If the total amount of the contract to be awarded will exceed $250,000, the award of the contract must be approved by the Local Contract Review Board. A contract for the work will be awarded or Bids may be rejected, separately or entirely, within thirty (30) days after Bid opening. The City may cancel this procurement or reject any and all Bids in accordance with ORS 279B.100.

The project consists of new phased construction of a neighborhood park at 2228 East Main Street, Ashland, Oregon. Phase One construction includes supplying all labor, equipment, and materials necessary for the development of a dog park, bike pump track, parking lot, prefab restroom, fencing, paved multi-use path, lighting, sleeving, conduit, signage, planting and irrigation. Phase Two (not included in this ITB) includes a playground, shade structures, site furnishings, walking trails, community garden fencing, planting and irrigation. Associated public improvements are a separate project.

The solicitation documents, including plans and specifications for the Project, are downloadable at OregonBuys (https://oregonbuys.gov/bso/). The solicitation documents and addenda may be downloaded at no charge. They will NOT be mailed to prospective Bidders. Bidders should consult the OregonBuys website regularly until closing to avoid missing any addenda.

PRE-BID MEETING

A mandatory pre-bid meeting will be held **May 12, 2026 at 2:30 PM PDT**, at 2228 East Main Street, Ashland, OR, 97520. Prospective bidders are to meet at the south entrance to the property, located on Abbot Avenue.

PREQUALIFICATION

Prospective bidders must prequalify to be eligible to submit a bid. A prequalification application must be submitted and received at least five (5) days prior to the first anticipated bid opening date. Prequalification application forms are available on the City of Ashland's Public Woks web page. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract. [OAR 137-049-0220].

Proof of ODOT or General Service prequalification may be submitted for the City of Ashland contractor prequalification.

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid closing for the work described above will be **1:00 PM PDT, May 28, 2026**. Bids shall be received before that date and time by Kaylea Kathol, Project Manager.

Submit bids to:

City of Ashland
C/O Kaylea Kathol, Project Manager
51 Winburn Way
Ashland, OR 97520

Bids may be submitted by mail, parcel delivery service, or hand delivery. For hand delivered Bids, obtain a date stamp on the Bid and submit sealed envelopes.

The outside of the transmittal envelope shall bear the following information:

Name of Bidder
Address and Telephone Number of Bidder
Title of Project
Date of Opening
The Words "Sealed Bid"

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 1:00 PM on the day of Bid Closing. Bids received late will be time and date stamped at the time of receipt, marked as "Rejected as Late Bid" and will be returned, unopened to Bidder.

PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening of properly submitted bids for the work described above will be in the Community Development and Engineering Services Building, 51 Winburn Way, Ashland, Oregon, beginning at 1:00 PM on the day of Bid Closing.

CONTRACT TERM

Notice to Proceed (NTP) is anticipated on or about November 1, 2026.* Contractor shall mobilize and commence work within ten (10) calendar days of the NTP date. All work associated with this phase shall be substantially complete and fully executed by December 31, 2027.

**The NTP and corresponding start date for Phase 1 may be issued earlier, contingent upon coordination with the contractor performing the Public Improvement Phase.*

CHECKLIST FOR BID SUBMITTAL

1. Prequalification
   - ☐ Submit prequalification application not less than five (5) days prior to bid opening

2. Bid & Bid Schedule
   - ☐ Fill in bidder information on first page
   - ☐ Indicate amount of bid bond on paragraph 17
   - ☐ Indicate bidder status on paragraph 24
   - ☐ Indicate number of addenda received on paragraph 31
   - ☐ Fill in bidder information and sign paragraph 34
   - ☐ Fill in unit prices and amounts for all bid items
   - ☐ Fill in total bid amount

3. First Tier Subcontractor Disclosure Form
   - ☐ Fill in this form and include with bid schedule (or within 2 hours of closing).

4. Bid Bond
   - ☐ Provide 10% bid bond on provided form**Error! Bookmark not defined.**.

CHECKLIST FOR CONTRACT SUBMITTAL

1. Standard Public Improvement Contract
   - ☐ Fill in contractor data and certification on page 2 and 3 of the contract form.
   - ☐ Sign on page 3 of the contract form

2. Certifications of Representation
   - ☐ Check all items that apply and sign

3. ☐ IRS Form W-9

4. ☐ Insurance certifications as required by Exhibit B (page 54)

5. ☐ Exhibit C – Certification Statement for Corporation as Independent Contractor (page 56)

6. Performance Bond
   - ☐ Provide on form provided on page 59 (or approved surety form)

7. Payment Bond
   - ☐ Provide on form provided on page 61 (or approved surety form)

PART I – BID DOCUMENTS

Department of Public Works

BID FORM

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ASHLAND, JACKSON COUNTY, OREGON, AS STATED IN THE COMPLETED BID SCHEDULE, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ASHLAND, CITY HALL, 20 EAST MAIN STREET, ASHLAND, OREGON 97520.

NAME OF BIDDER _____

CONTACT _____

ADDRESS _____

CITY _____ **STATE** _____**ZIP**_____

TELEPHONE NO._____

FAX NO. _____

EMAIL ADDRESS _____

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonably incidental to, the construction of EAST MAIN PARK PHASE 1 No. 2024-16 (hereinafter "Project") for the City of Ashland, Oregon. The Project includes the contract documents on file at City Community Development BuildingThis offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local

conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules.

4. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

5. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

6. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

7. The undersigned agrees that upon written acceptance of this bid s/he will, within 10 working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

   Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 10% of the awarded contract;

   Certificates of Insurance for Liability and property damage coverage;

Certificates of Coverage for Workman Compensation and unemployment insurance;

All other bonds, permits, licenses, etc. as required in the contract documents.

8. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

9. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

10. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

11. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

12. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

13. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for.

14. Upon receipt of written notice of the acceptance of its bid, Bidder shall execute a formal contract with the City within ten (10) days, deliver surety bond or bonds as required, and deliver required proof of insurance. The bid security attached in the sum of ten percent (10%) of the total price for the bid or combination of bids is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

15. If the proposed bid price will exceed $50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis- Bacon Act requirements. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

16. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

17. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of _____, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

18. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

19. The undersigned certifies that the undersigned Contractor is eligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

20. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

21. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to the follow work schedule as stated below.

- The work shall be commenced within ten (10) business days after receipt of the written Notice to Proceed.
- The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.

22. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

23. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

24. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
    - The Bidder is _____ or is not _____ a Resident Bidder as defined in ORS 279A.120.

25. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

26. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

27. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

28. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal.

29. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

30. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

31. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on City's website (www.ashland.or.us) at the Public Works page. The addenda may be downloaded or picked up at the Department of Public Works, 51 Winburn Way, Ashland, Oregon. The bidder must check the website and Public Works bulletin board frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER ____ THROUGH ____ HAVE BEEN REVIEWED

32. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.

33. The bidder shall comply with ORS 279.370 and the attached "First-Tier Subcontractors Disclosure" form and instruction. The City may reject any bids that fail to submit to the requirements outlined in the First-Tier Instruction form. If applicable, the First-Tier Subcontractor Disclosure Form shall be attached to this Invitation to Bid.

34. **Bidder Information and Signature**

Firm Name of Bidder	Signature of Bidder
	Printed Name of Bidder
	Official Title
State of Incorporation	CCB Number

Dated this _____ day of _____ 20___.

BID SCHEDULE
EAST MAIN PARK PHASE 1
Project No. 2024-16

BID SCHEDULE: EAST MAIN PARK PHASE ONE						
	Item	**Item Description**	**Bid Unit**	**QTY**	**Unit Cost $**	**Item Total $**
TEMPORARY FEATURES AND APPURTENANCES						
	1	Mobilization	LS	1		
	2	Temporary Tree Protection	LS	1		
	3	Temporary Protection and Direction of Traffic, Complete	LS	1		
	4	Temporary Work Access and Containment	LS	1		
	5	Erosion Control	LS	1		
	6	Temporary Construction Entrance	Each	1		
	7	Concrete Washout Facility	Each	1		
	8	Inlet Protection, Type 3	Each	1		
	9	Inlet Protection, Type 7	Each	12		
	10	Sediment Fence, Type 1	Foot	421		
	11	Pollution Control Plan	LS	1		
SITE WORK						
	12	Construction Survey Work	LS	1		
	13	Removal of trees	LS	1		
	14	Removal of Structures and Obstructions	LS	1		
	15	Clearing and Grubbing	LS	1		
	16	General Excavation (parking lot, sidewalks and DG paths)	Cu Yd	1,632		
	17	General Excavation (landscape areas)	Cu Yd	2,618		
	18	Finish Grading (landscape areas)	Sq Ft	61,147		
	19	3/4" - 0" Crushed Aggregate Base Rock (sidewalks, DG paths and curbs)	Cu Yd	239		
	20	3/4" - 0" Crushed Aggregate Base Rock (parking lot)	Cu Yd	238		
	21	4" - 0" Crushed Aggregate Subbase Rock (parking lot)	Cu Yd	205		
	22	Woven 5-oz Geotextile Fabric	Sq Yd	1,217		
WEARING SURFACES						
	23	3" Heavy ACP - Level 2, 1/2 Inch	Ton	100		
	24	2.5" Light ACP - Level 2, 1/2 Inch	Ton	83		
	25	Standard Vertical Curbs	Foot	712		
	26	4" Unreinforced Site Concrete	Sq Ft	9,077		
	27	6" Reinforced Concrete at Crosswalks	Sq Ft	240		
	28	Reinforced Concrete at Shade Structure Pads	Sq Ft	0		
	29	Truncated Domes on new Curb Ramps (Brick Red)	Sq Ft	60		

	30	4" Thermo White Parking Lane Striping	Foot	528		
	31	ADA Access Aisle Thermo Striping & Lettering (white)	Sq Ft	360		
	32	Thermo Accessible Parking Symbol (blue/white)	Each	2		
	33	Thermo White One Way Arrows	Each	2		
	34	Thermo EV Parking Lettering (white)	Each	2		
	35	Thermo Crosswalk Striping (white)	Sq Ft	240		
	36	Decomposed Granite Surfacing	Sq Ft	3,658		
	37	Metal Edging	Foot	624		
DRAINAGE AND SEWERS						
	38	4 Inch PVC Drain Pipe	Foot	7		
	39	6 Inch PVC Drain Pipe	Foot	114		
	40	8 Inch PVC Drain Pipe	Foot	452		
	41	10 Inch PVC Irrigation Pipe	Foot	676		
	42	4 Inch Sanitary Sewer Pipe	Foot	302		
	43	Storm Drain Cleanouts	Each	4		
	44	Sanitary Sewer Cleanouts	Each	5		
	45	Standard Catch Basins	Each	2		
	46	Control Structure Manhole	Each	1		
	47	Storm Detention Pond (incl. rip rap pads)	Each	1		
	48	Storm Connection To Existing Curb Inlets	Each	2		
	49	Sewer Service Tap to Existing Sewer Main	Each	1		
SITE WATER DISTRIBUTION						
	50	2" Irrigation Backflow Device	Each	1		
	51	1" Domestic Backflow Device	Each	1		
	52	1" Domestic Water Service Lines (incl. valves, trenching, backfill)	LS	1		
	53	Hose Bibs	Each	2		
	54	Irrigation System	LS	1		
SITE ELECTRIC						
	55	Transformer	LS	1		
	56	Electric Meter	LS	1		
	57	4" Primary Electric Conduits (plus spare) to Transformer, incl. trenching/backfill	LS	1		
	58	Secondary Electric Site Distribution Conduits, incl. trenching/backfill	LS	1		
SITE STRUCTURES						
	59	Chain link Fence, includes gates	Foot	1,011		
	60	Concrete Mow Band	Foot	936		
	61	Wood Fence	Foot	1,000		
	62	Split Rail Fence	Foot	470		
	63	Precast Concrete Restroom	Each	1		
SITE FURNISHINGS						
	64	ADA Parking Signs (incl. post)	Each	2		
	65	ADA Access Aisle Signs (incl. post)	Each	2		

	66	6' Concrete Wheel Stops	Each	2		
	67	Benches	Each	6		
	68	Bike Rack	Each	7		
	69	Bottle Filler Drinking Fountain	Each	1		
	70	Trash Receptacle	Each	2		
	71	Monument Sign	Each	1		
	72	Small Pedestrian Sign (OFCI)	Each	1		
	73	Bike Park Sign	Each	1		
	74	Dog Park Signs (OFCI)	Each	3		
	75	Bulletin Boards	Each	2		
	76	Dog Waste Station	Each	2		
	77	Bollard Light (incl. footing)	Each	30		
SITE DEVELOPMENT AND LANDSCAPING						
	78	Dog Park Seeding	Sq Yd	3,580		
	79	Fescue and Clover Seeding	Sq Yd	1,677		
	80	Stormwater Basin Seeding	Sq Yd	477		
	81	Extra for Disturbed Area Seeding	Allowance	1		
	82	Shrubs and groundcover Planting, 1 gallon	Each	318		
	83	Shrubs and groundcover Planting, 5 gallon	Each	19		
	84	Deciduous Trees, 2” caliper	Each	6		
	85	Deciduous Trees, 1-1/2" caliper	Each	28		
	86	Topsoil, imported	Cu Yd	1,486		
	87	Bark Mulch	Cu Yd	566		
	88	Compost	Cu Yd	566		
				BID TOTAL		

Name of Authorized Representative	*Total Written in Dollars*
Authorized Representative Signature	*Date*

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Instructions for Submitting Form

For contracts of more than $100,000, within two working hours after the date and time of the deadline when bids are due, a bidder shall submit to the Agency a disclosure of the first-tier subcontractors that:

A. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; **and**

B. Will have a contract value that is equal to or greater than five percent of the total project bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid.

Method for disclosure can occur in the following two ways.

A. Hand delivery to the following address where it can be time and date stamped

City of Ashland
Community Development and Engineering Services Building
51 Winburn Way
Ashland, OR 97520, or

B. Faxed to (541) 488-6006. Bidders bear the risk of improper disclosure by facsimile. The agency is not responsible for partial, failed, illegible, or partially legible FAX transmissions or electronic submissions.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: EAST MAIN PARK PHASE 1

Project Number: 2024-16

Bid Closing Date and Time: 1:00 PM PDT, May 28, 2026

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.)

Subcontractor Name	Dollar Value	Category of Work

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

Form Submitted by (Bidder Name): _____

Contact Name: _____

Phone No.: _____

BID BOND FORM

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($_____), _____Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for ***EAST MAIN PARK PHASE 1, Project No. 2024-16*** which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20___.

_____	_____
Surety	Principal
_____	_____
Address	Address
_____	_____
By	By

Attorney -in-Fact
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

INSTRUCTIONS TO BIDDERS

The provisions of Oregon Administrative Rules Chapter 137, Divisions 46 and 49, apply to all bids and contracts concerning Public Improvements and Public Works in the City of Ashland. The OAR provisions control over any conflicting language in the City Standard Terms and Conditions, Special Provisions, including Technical Provisions and the OAR provisions are incorporated herein by this reference.

1. SCOPE OF WORK

The work contemplated under this contract includes all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the completion of all the work in connection with the project described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications, or any supplemental documents.

2. EEO AFFIRMATIVE ACTION

Bidders must comply with the City of Ashland Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents and is attached hereto and made a part hereof as Attachment A. Contractor shall not discriminate against minorities, women or emerging small business enterprises in the awarding of subcontracts.

3. BID PROVISIONS

a. Each bid must contain a completed Bid including the following:

i. A Bid and Schedule of Prices.

ii. Acknowledgement that the bidder has received and reviewed all Addenda for the bid.

iii. A statement that all applicable provisions of ORS Chapters 279A-C, including ORS 279C.800 to 279C.870 (Contracting and Prevailing Wages) shall be complied with.

iv. A statement by the bidder, as part of their bid, that the bidder agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

v. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

vi. A statement as to whether or not the bidder is licensed under ORS 468A.720 for asbestos removal.

vii. A statement that the bidder has a current and valid registration with the Construction Contractor's Board and/or the State Landscape Contractors Board as required by ORS 671.530.

viii. A statement confirming that the bidder has a Qualified Drug-testing Program for employees in place. [OAR 137-049-0200(1)(c)(B)].

ix. First Tier Subcontractor form for the project on the City form (physically received in accordance with ORS 279C.370 within 2 working hours of the bid opening).

x. A Surety Bond, Cashier's check or Certified check in the amount of 10 percent of the submitted bid.

xi. Certification: Non-discrimination (in bid)

xii. Certification: No Conflict of Interest (in bid)

xiii. Certification: Not ineligible for Public Works Contracts [OAR 137-049-0230] (in bid)

b. The City will publish notice of any addenda on OregonBuys website https://oregonbuys.gov/bso/view/login/login.xhtml . The addenda may be downloaded or picked up at the City Engineering Office located at 51 Winburn Way, Ashland Oregon, 97520. Check the website frequently until closing.

c. No bid will be received or considered by the City of Ashland unless the bid contains a statement by the bidder as a part of its bid that the Contractor shall be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The statement shall be included in the Bid form. The existing prevailing rate of wage is available at:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

d. Each Bidder must identify in the Bid whether the Bidder is a "resident bidder" as defined in ORS 279A.120.

e. Unless specified in the ITB, and Contract Special Provisions, the bidder or subcontractor need not be licensed under ORS 468A.720 relating to asbestos abatement.

f. No bid for a construction contract shall be received or considered by the City of Ashland unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

g. Each Bidder must demonstrate that its firm has a Qualified Drug Testing Program for employees in place and demonstrate compliance prior to award.

h. Instructions for First-Tier Subcontractors Disclosure. Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than $100,000 (see ORS 279C.370; OAR 137-049-0360).

Specifically, when the contact amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after bid closing:

(1) The subcontractor's name,

(2) The dollar value of the subcontract, and

(3) The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form. Disclosure forms will be available for public inspection after the opening of the bids.

THE CITY OF ASHLAND MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

i. Bid Security. [OAR 137-049-0290]

No bid will be received or considered unless the Bid is accompanied by a certified check, cashier's check, (payable to the City of Ashland), surety bond (in approved form)(f/k/a/ bid bond), or irrevocable letter of credit issued by an insured institution [ORS 706.008] (in an approved form) in an amount equal to ten percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of the contract. Said security shall be irrevocable for 60 days, unless specified otherwise. The bid security shall be forfeited, at the City's option, as fixed and liquidated damages, if the bidder fails or neglects to furnish the required performance bond, the insurance, or to execute the contract within 10 working days after receiving the contract from the City for execution. When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. THE BIDDER SHALL HAVE THE SURETY USE THE BID BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE REJECTED.

All such certified checks or surety bonds will be returned to the respective bidders within 10 working days after the bids are opened, except those of the two low bidders. The bid security of the two low bidders will be held by the City until the selected bidder has accomplished the following:

A. Executed a formal contract;

B. Executed and delivered to the City a Performance Bond and Payment Bond, both in the amount equal to 100% of the Contract Price;

C. Furnish proof of public works bond filed with BOLI; and

D. Furnish the required Certificates of Insurance.

Upon the execution and delivery to the City of Ashland of the Contract and Performance Bond and Payment Bond and furnishing proof of a Public Works Bond filed with BOLI by the successful bidder, the bid security shall be returned to the bidder. The bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract or bonds shall forfeit the bid security that accompanied the bid. It is hereby specifically provided that a forfeiture of said bid security be declared by the Council if the contract and performance bond and payment bond are not executed and delivered to the City within ten (10) working days of the day of the receipt by the successful bidder of the prepared contract. The Council, at its option, may determine that the bidder has abandoned the submitted accepted bid, in which case the bid security shall become the sole property of the City and shall be considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and bond. The security of unsuccessful bidders shall be returned to them after the contract has been awarded and duly signed.

j. A Bidder submitting a bid thereby certifies that no officer, agent, or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

k. The Bidder, in submitting the bid, certifies that the Bidder has not been disqualified and is eligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder agrees, if

awarded a contract, that every subcontractor will not be ineligible to receive a contract for a public work pursuant to ORS 279C.860 and will otherwise not be disqualified under ORS 279C.440 and OAR 137-049-0370.

4. PRE-BID CONFERENCE AND PREQUALIFICATION OF BIDDERS

If a pre-bid conference is scheduled, notice will be provided in accordance with OAR 137-049-0200(1)(a)(B). If prequalification will be required it will be specifically stated in the Notice to Contractors and Invitation to Bid, including the date prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be pre-qualified. [OAR 137-049-0200(1)(a)(C).] [ORS 279C.365(1)(c)] .

In general, to be eligible to bid City of Ashland public improvement projects, a potential bidder must submit a prequalification application to the Public Works Department at least five (5) days prior to the first anticipated bid opening date. All contractors performing work in the public Right-of-Way whether under contract or by permit, must have an approved and current Contractor's Prequalification form on file with the Public Works Department of the City of Ashland. The contractor must be pre-approved to perform the work for which they are bidding/applying before a contract will be entered into or a permit will be issued.

Applications submitted without being designated for a project advertised for bid by the City will be considered as a general prequalification application and processed pursuant to ORS 279C.430 to 279C.450 and notice of prequalification status will be given within thirty (30) days of the receipt of the application. A notice of disqualification can be given orally. An oral disqualification notice will be followed by written notice and bear the date of the oral notice. (NOTE: No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance and accompanying Fee Resolution)

5. FORM OF BID

A. Bids shall be submitted in sealed envelopes to:

City of Ashland
Kaylea Kathol
51 Winburn Way
Ashland, Oregon 97520

The outside of the transmittal envelope shall bear the following information:

Name of Bidder
Address and telephone number of Bidder
Title of Project
Date of opening
The words "Sealed Bid"

If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as above, must be enclosed in another envelope addressed as noted above**.** Facsimile and Electronic Data Interchange bids shall not be accepted unless otherwise specified in the Special Provisions. No bid will be received or considered by the City unless the bid contains all the Required Bid Documents and Certifications.

B. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the Bid form furnished by Owner. The bid must be signed by the Contractor or a duly

authorized agent. If erasures or other changes appear on the form, they shall be initialed in ink by the person who signs the bid. The bidder shall not alter, modify or change the Bid forms except as directed by addendum. All applicable blanks giving general information must be completed, in addition to necessary unit price items and total prices in the column of totals to make a complete bid. The Bid is the bidder's offer to enter into a contract which, if the Bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Bid, as well as the Solicitation Documents. A bidder shall not make the Bid contingent upon the City's acceptance of specifications or contract terms which conflict with or are in addition to those advertised in the Notice to Contractors and Invitation to Bid. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids

C. Unless otherwise specified, Bidders shall bid on all bid items included in the bid and the low Bidder shall be determined. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.

D. Bidders shall state whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

6. LATE BIDS

Bids received after the scheduled closing time for submission of bids as set forth in the invitation for bids will be rejected. Bids will be time and date stamped by Community Development Department / Public Works Counter personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of bids. Bids received after the time so fixed are late bids. Late bids will be time and date stamped at the time of receipt by City personnel, marked as "Rejected as Late Bid" and will be returned, unopened, to the submitted.

7. INTERPRETATION OF CONTRACT AND ADDENDA

If a bidder finds error, discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their interpretation or meaning, the bidder shall at once notify the City Contact Person/ Project Manager. The City will investigate and determine if an addendum will be issued.

If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder needs additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Project Manager at least ten (10) days, unless otherwise specified, before the scheduled closing time for submission of bids.

If, in the opinion of the Project Manager, additional information or interpretation is required, an addendum will be issued to all known specification holders.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not

included, shall be binding upon the Bidder. City shall supply copies of such Addenda will not be mailed but will be posted on the website and available at Community Development Department Counter; failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT, OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

8. EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

A. Prior to submitting a bid, it is the responsibility of each Bidder to:

(1) Examine the plans, specifications and contract documents thoroughly.

(2) Become fully informed as to the quality and quantity of materials and the character of the work required.

(3) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work and sources and supply of materials.

(4) Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work, including environmental and natural resource ordinance and regulations

(5) Consider identified site conditions and conduct pre-bid inspection to address environmental and natural resource laws implicated by the project.

(6) Study and correlate the Bidder's observations, especially as regards site conditions with the Contract Documents.

(7) Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

B. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and may not be complete or accurate and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.

C. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Bidder as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.

D. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

E. The City will not pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the Invitation to Bid. When submitting a bid, the Bidder agrees that consideration has been given to the requirements and conditions contained throughout these Bid Documents.

F. Notice: It is further understood that a Bid awarded hereunder is subject to the City being able to comply with all zoning and land development ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for structures contemplated in the project, any or all of which conditions may be contained in the Contract or Contract Special Provisions and if such conditions are not satisfied may result in termination of the Contract.

9. FAMILIARITY WITH LAWS AND ORDINANCES

A. The Bidder is presumed to be familiar with all Federal, State, and Local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, it shall immediately be reported to the Owner in writing.

B. No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance. The Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within the City of Ashland.

10. UNIT BIDS

A. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The City does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement that were necessary to complete the work.

B. Bidders must include in their bid prices the entire cost of each item of work set forth in the Bid, and when, in the opinion of the City, the prices in any bid are obviously unbalanced, such bid may be rejected.

C. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature are required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

11. WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

A. Bids may be withdrawn on written request received from the bidders prior to the time fixed for opening. The request shall be executed by the bidder or a duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new Bid. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened. The Bid will be irrevocable until such time as the City:

- Specifically rejects the Bid, and

- Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

B. Prior to Bid Opening, changes may be made provided the change is initialed by the Bidder or the Bidder's agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

C. No Bidder may withdraw a bid after bid opening unless sixty (60) days have elapsed and the City has not awarded a contract.

12. MISTAKES IN BIDS

A. To protect the integrity of the competitive solicitation process and to assure fair treatment of Bidders, City will carefully consider whether to permit waiver, correction or withdrawal for certain mistakes.

B. Treatment of Mistakes. City shall not allow a Bidder to correct or withdraw a Bid for an error in judgment. If the City discovers certain mistakes in a Bid after Opening, but before Award of the Contract, the City may take the following action:

(a) City may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:

(i) Return the correct number of Signed Bids or the correct number of other documents required by the Solicitation Document;

(ii) Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and

(iii) Acknowledge receipt of an Addendum to the Solicitation Document, provided: it is clear on the face of the Bid that the Bidder received the Addendum and intended to be bound by its terms; and the Addendum involved did not affect price, quantity or delivery.

(b) City may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in writing. A clerical error is a Bidder's error in transcribing its Bid. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). In the event of a discrepancy, unit prices shall prevail over extended prices.

(c) City may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only if the Bidder shows with objective proof and by clear and convincing evidence:

(i) The nature of the error;

(ii) That the error is not a minor informality under this subsection or an error in judgment;

(iii) That the error cannot be corrected or waived under subparagraph (b) of this subsection;

(iv) That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;

(v) That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;

(vi) That the Bidder will suffer substantial detriment if the City does not grant it permission to withdraw the Bid;

(vii) That the City's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the City or the public it represents; and

(viii) That the Bidder promptly gave notice of the claimed error to the City.

(d) The criteria in subsection (c) above shall determine whether a City will permit a Bidder to withdraw its Bid after Closing. These criteria also shall apply to the question whether an City will permit a Bidder to withdraw its Bid without forfeiture of its bid bond (or other bid security), or without liability to the City based on the difference between the amount of the Bidder's Bid and the amount of the Contract actually awarded by the City, whether by award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.

C. Rejection for Mistakes. The City shall reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid (i.e., documents submitted with the Bid).

13. REJECTION OF BIDS

a. The City may reject any Bid upon a finding that the Bid meets the criteria specified in OAR 137-049-0440(1)(a) or (b) or has not provided the certification required under OAR 137-049-0440(3). The City shall reject a Bid from a Bidder who meets the criteria specified in OAR 137-049-0440(1)(c). The City may, for good cause, reject any or all bids upon a finding it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed contract is not abandoned, new bids may be called for as in the first instance. The City may, at its own discretion, waive minor informalities.

b. This Invitation to Bid does not commit the City to pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies, subsurface investigations or designs for the preparation of a Bid, or for procuring or contracting for the items to be furnished pursuant to the Contract Documents.

The City reserves the right to reject any or all bids when such rejection is in the best interest of the City of Ashland. Bids may be rejected if they show any alteration of form, additions not called for, conditional Bids, incomplete Bids, erasures, or irregularities of any kind.

When Bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney"

must be submitted with the Bid or on file with the City Administrator prior to opening of bids; otherwise, the Bid will be rejected as irregular.

More than one Bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, for the items bid, will be cause for the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof, is interested.

If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, and all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

14. BID PROTEST. [OAR 137-049-0260].

Bidders may, in writing protest or request changes of any specifications or contract terms in accordance with adopted City contracting rules. The written protest or request for changes must be received by the City no later than ten (10) calendar days prior to the Bid Closing Date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms and a description of the prejudice to the bidder. Envelopes containing bid protests shall be marked "Contract Provision Protects or Request" with the Bid Number and Closing Date. No protest against award, owing to the content of the bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

15. ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at $1,000,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or securing exemption or partial exemption from the requirements of ORS 654.150 (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Determination of applicability of ORS 654.150 to the project is the sole responsibility of the Contractor.

16. PREVAILING WAGE RATE

The Contractor shall be required to follow standard billing format as set forth from State or Federal Funding sources. The project shall follow the current State of Oregon BOLI Wage Rates. The rates utilized will be noted at the date of the bid shown at the following location: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

PART II – CONTRACT DOCUMENTS

PUBLIC IMPROVEMENT CONTRACT

FOR

EAST MAIN PARK PHASE 1

PROJECT NO. 2024-16

This Public Improvement Contract (hereinafter "Contract") is entered into by and between the CITY OF ASHLAND, an Oregon municipal corporation (hereinafter "City"), and _____(hereinafter "Contractor"). This Contract incorporates the attached 'Contractor Data, Certification, and Signature' page as well as Exhibits A-I.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. PROJECT MANAGER:

The City's Project Manager for this Contract is:

_____

2. WORK:

2.1. The Work under this Contract is for the *EAST MAIN PARK PHASE 1, Project No. 2024-16* as more fully described in the Contract Documents listed in Section 5 of EXHIBIT A, STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS. Contractor shall complete all Work as specified in the Contract Documents. The Work will occur at **2228 East Main Street** and is generally is generally described as follows: Acquire permits and issue all required notifications; complete all excavation, utility, electrical, mechanical and site work; develop parking lot and pathways; develop site amenities, fencing, irrigation and landscaping; install a CXT Pre-cast restroom, and; develop a bike pump track. The Statement of Work, including the delivery schedule for the Work, is contained in the Contract Documents.

2.2. Contractor shall, at its own risk and expense, perform the Work under the terms outlined in this Contract and as described in the Contract Documents and furnish all permits,

labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is, the construction of the *EAST MAIN PARK PHASE 1, Project No. 2024-16*. Contractor shall secure all municipal, County, State, or Federal Permits or licenses including payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

3. EFFECTIVE DATE AND DURATION:

This Contract is effective as of the date of execution by the City (the "Effective Date"). All Work under this Contract shall, unless otherwise terminated or extended, be completed on or before December 31, 2026.

4. CONSIDERATION

4.1. City agrees to pay Contractor, at the times and in the manner provided in the Contract Documents, the sum of _____ for performing the Work required by this Contract, including allowable expenses. This sum cannot be modified except by Change Order approved in writing by the City. Any progress payments to Contractor shall be made only in accordance with the schedule and the requirements as set forth in the Standard Terms and Conditions.

4.2. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Contractor understands and agrees that City's payment of amounts under this Contract attributable to Work performed after the last day of the current fiscal year is contingent upon City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

5. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Contract, Contractor makes the following representations:

5.1. Contractor has examined and carefully studied the contract documents, and any data and reference items identified in the contract documents.

5.2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.3. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

5.4. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified or provided in the project bid documents especially with respect to technical data in such reports and drawings, and reports and drawings relating to hazardous environmental conditions, if any,

at or adjacent to the Site that have been identified in the project bid documents, especially with respect to Technical Data in such reports and drawings.

5.5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the contract documents; and the Site-related reports and drawings identified in the contract documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

5.6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

5.7. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the contract documents.

5.8. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the contract documents, and the written resolution thereof by City is acceptable to Contractor.

5.9. The contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6. GOVERNING LAW

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to personal jurisdiction of said courts. In no event shall this section be construed as a waiver of the City of any form of defense or immunity.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____

Phone: _____ Fax: _____

Address _____

_____

Do Not Write Federal and State Tax ID Numbers on this Agreement: One copy of W-9 is to be submitted with the signed contract to be kept on file in the City of Ashland Finance Department.

Ashland Business License #_____ Construction Contractors Board #_____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual ____ Sole Proprietorship
____ Partnership _____ Corporation ____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts **(Exhibit A)** together with **Exhibits B through I** together with all other Contract Documents as described in Standard Terms and Conditions Section 5 below, and the separately bound Oregon 2024 Standard Specifications for Construction, as amended by the City of Ashland's most recent Addenda to the 2024 Standard Specifications are an integral part of this contract and agree to perform the work described in the Contract Documents, including **Exhibit A,** in accordance with the terms and conditions of this contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS 305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon tax laws; I further certify that the certification and representations in Standard Term and Condition # 16 [CCB Registration Requirements] are true and correct, and further I certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR:

_____
Signature/Title

_____
Printed name

_____
Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Ashland unless and until it has been executed by the Public Contracting Officer or designee.

CITY OF ASHLAND SIGNATURE

CITY:

_____
City Manager, City of Ashland

_____
Date

ATTACHMENTS: Certificate of Representation
Standard Terms & Conditions and Exhibits
Bid Schedule
Insurance Requirements

CERTIFICATE OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

(a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and

(b) Contractor is not subject to backup withholding because

(i) it is exempt from backup withholding or

(ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that

(a) it has the power and authority to enter into and perform the work,

(b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and

(c) The work under the Contract shall be performed in accordance with the highest professional standards, and

(d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

_____(1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

_____(2) Commercial advertising or business cards or a trade association membership are purchased for the business.

_____(3) Telephone listing is used for the business separate from the personal residence listing.

_____(4) Labor or services are performed only pursuant to written contracts.

_____(5) Labor or services are performed for two or more different persons within a period of one year.

_____(6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

_____

Contractor

_____

Date

EXHIBIT A
STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

1. Contractor is Independent Contractor

a. Contractor shall perform the work required by this Contract as an independent contractor.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as **Exhibit C**.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign, sell, dispose of, or transfer any of its interest in this contract, nor delegate duties under the contract, either in whole or in part, without the prior written consent of the City. Such consent if provided shall not relieve the Contractor of any of the obligations under the contract. Any assignee or transferee shall be considered the agent of the contractor and be bound to abide by all provisions of the contract. If the City consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its Surety, if any, shall remain liable to the City for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing. [OAR 137-049-0200(2)]

Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with City. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontracts are assignable to the City at City's option, in the event this agreement is terminated for default of Contractor.

Contractor covenants and agrees to bind any and all subcontractors for performance of work under this Contract in the same manner Contractor is bound to City. Contractor further agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third-Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides 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.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans, Construction Drawings, Standard Drawings**,** and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the *Prevailing Wage (BOLI) if applicable AND any other separately bound reference*, Oregon Standard Specifications for Construction if applicable, and City of Ashland Addenda, incorporated herein by this reference. All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, or otherwise available from the City, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

In the event of a conflict between the terms and conditions included in the Contract Documents, the **order of precedence** shall be:

- Permits from governmental agencies;
- Addenda issued during bidding;
- Contract Change Orders;
- Project Specifications
- Stamped Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped working drawings;
- 3D engineered models and supplemental Agency-prepared line, grade and cross section data applicable to the Project;
- Standard Drawings;
- Approved unstamped working drawings and 3D construction models; and
- All other Contract Documents not listed above. Notes on a drawing shall take precedence over drawing details.

6. Contractor's Representations

By executing this contract, the Contractor hereby certifies that the representations made by the Contractor in the Contract Documents, including specifically the Offer, are true and correct and are incorporated herein by this reference. Contractor further certifies that Contractor has

given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.

7. Drug Testing [ORS 279C.505(2)]

a. Contractor shall certify to the City that it has a drug-testing program in place for all its employees that includes, at a minimum, the following:

   i. A written employee drug-testing policy,

   ii. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and

   iii. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

b. A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug-testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the Public Improvement project job site.

c. By executing and returning this contract the Contractor certifies, represents and warrants to the City that a Qualifying Employee Drug-testing Program is in place at the time of execution, will continue in full force and effect for the duration of this contract, and that Contractor will comply with the provisions of subsection (d) below. Further, the City's performance obligation (which includes, without limitation, the City's obligation to make payment) is contingent on Contractors compliance with this representation and warranty.

d. Contractor will require each subcontractor providing labor for the project to:

   i. Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or

   ii. Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and the Performance Bond, Payment Bond, and all required insurance documents approved. Notice To Proceed shall not be unreasonably delayed and shall generally occur within thirty (30) days of the contract date. Reasonable delay may be occasioned by the need to obtain necessary permits or easements or utility relocation. The Contractor shall commence the

project work within ten (10) days of the date of the written Notice To Proceed. Contractor is not to commence work under the Contract prior to such written notice.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project 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 City, which are unsuitable for performing the project work;
e. Allowance of time required to investigate differing site conditions;
f. Any reason considered to be in the public interest.

The contract time will not be extended, nor will the Contractor be entitled to any additional compensation if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all verified costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. The foregoing provision concerning compensation in the event of a suspension of Work of this contract shall not apply if such suspension occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

10. Early Termination

a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
c. The City may terminate this contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for public convenience.
d. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

11. Payment on Early Termination

a. If this contract is terminated under 10(a),(b), or (c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
b. If this contract is terminated under 10(d), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
c. If this contract is terminated under 10(d), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

12. Remedies

In the event of termination under 10(d), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess. After notice of termination under paragraph 10(c), the Contractor and the Contractor's surety shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.

The remedies provided to the City under section 10 through 12 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 11(b).

13. Access to Records

Contractor shall maintain, and the City and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a

work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City. All documents or other materials submitted to City by Contractor shall become the sole and exclusive property of City. Such materials are subject to Oregon Public Records laws.

15. Compliance with Applicable Law

Contractor certifies and shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, including specifically City of Ashland and State of Oregon Public contracting laws and rules applicable to the work under this Contract, including without limitation ORS Chapter 279A, ORS Chapter 279B, ORS Chapter 279C, ORS 279C.500 through 279C.670, and specifically ORS 279A.120(3), ORS 279C.515, ORS 279C.520, ORS 279C.530, ORS 279C.830 and ORS 279C.580. In addition, the provisions of ORS 279C.360, ORS 279C.365(4), and ORS 279C.370 (Bid Documents and Disclosure); ORS 279A.010(p), 279A.120, 279C.375, and 279C.380(4), (Award of Contract and Bond); ORS 279A.110 (Prohibition on Discrimination in Subcontracting); ORS 279C.585 (Substitution first-tier Subcontractor); ORS 279C.650 to 279C.670 (Termination); ORS 279C.520, ORS 279C.540, 279C.545 (Hours); ORS 279C.800 to 279C.870 (Oregon Prevailing Wage Law), if applicable; ORS 279C.550 to 279C.565 (Retainage); ORS 279C.4570 (Payments); and ORS 279C.600 to 279C.625 (Bonds) ORS 279A.125 (Recyclable Products) are all incorporated into this contract by this reference as though set forth in full. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) any requirements of the DAVIS BACON ACT (40 U.S.C. 3142 and applicable Davis-Bacon Related Acts; (ii) Title VI of the Civil Rights Act of 1964; (iii) Section V of the Rehabilitation Act of 1973; (iv) the Americans with Disabilities Act of 1990, (v) ORS 659A.142, (vi) all regulations and administrative rules established pursuant to those laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part hereof by these references.

16. Registration with Construction Contractor's Board

The Contractor, hereby certifies that the Contractor is licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 and, further, that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

17. Prevailing Wages/ BOLI Fee

a. Contractor shall certify in the Contract and it shall be a condition of the bond, as provided in ORS 279C.800 through 279C.870, that in performing this Contract, Contractor will pay and cause to be paid not less than the prevailing rate of wages as of

the date of the Public Notice, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of the Contract. In accordance with ORS 279C.838, each worker in each trade or occupation employed in the performance of the Contract either by Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract shall be paid not less than the applicable state or federal prevailing rate of wage, whichever is higher. Copies of the current BOLI prevailing wage schedule and federal wage rate schedule, if applicable, can be found at the following website: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. When both federal and state prevailing wages are required to be included in the contract specifications, the City shall also include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815 (2)(c).

b. Contractor shall be bound by and shall fully comply with ORS 279C.800 to 279C.870, Oregon's Prevailing Wage Law. CONTRACTOR AGREES TO BE BOUND BY AND WILL COMPLY WITH PROVISIONS OF ORS 279C.840. Pursuant to ORS 279C.830(1), the existing prevailing rate of wage that may be paid to workers in each trade or occupation required, in the form of a BOLI document, is included in the contract and bid documents and made a part hereof by this reference. For public works for which the contract price is $50,000 or more, all workers shall be paid not less than such specified minimum hourly rate of wage. [ORS 279C.830(1)]

c. The City of Ashland shall pay the fee to the Commissioner of the Bureau of Labor and Industries pursuant to the administrative rule of the commissioner and as provided in ORS 279C.825(1). The fee shall be paid on or before the first progress payment or 60 days from the date work first begins on the Contract, or as otherwise provided by administrative rule, whichever is the earliest date. The fee is payable to the Bureau of Labor and Industries Wage and Hour Division Prevailing Wage Unit 800 N.E. Oregon Street #32 Portland Oregon 97232.

d. Contractor and some subcontractors shall also file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of $30,000 as required by ORS 279C.836 and shall cause all subcontractors to do the same prior to starting work on the project. [ORS 279C.830(2)] The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall verify that subcontractors have complied with this requirement prior to permitting the subcontractor to start work on the project.

e. If the Contract is for a public work and the Contract price is $50,000 or more, Contractor shall supply and file, and require every Subcontractor to supply and file, with the City and with the Wage and Hour Division, Bureau of Labor and Industries (BOLI), 800 NE Oregon #32, Portland, Oregon 97232 a certified statement in writing that conforms to the requirements of ORS 279C.845.

18. Hours of Labor /Overtime limitation [ORS 279C.520] [ORS 279C.540] [ORS 279C.545]

Pursuant to ORS 279C.520, no person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services, the employee shall be paid at least time and a half pay:

a.

1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

b. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

c. Collective bargaining and negotiated labor agreements may provide exceptions to the requirements of this section and from ORS 279C.520 and ORS 279C.540.

d. When labor is employed by the City through another as a contractor, any worker employed by the contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing the contractor has:

1. Caused a circular clearly printed in boldfaced 12-point type font and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
2. Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

e. At or before the commencement of work, the Contractor shall give notice in writing to employees or by posting, of the number of hours and days per week the employees may be required to work. [279C.520(2)(5)]

19. Medical Care and Workers Compensation [ORS 279C.530]

a. Pursuant to ORS 279C.530(1), Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

b. Pursuant to ORS 279C.530(2), All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20. Retainage

The withholding of retainage by a contractor or subcontractor on public improvement contracts shall be in accordance with ORS 701.420. [ORS 279C.555] "Retainage" means the difference between the amount earned by a contractor on a public improvement contract and the amount paid on the contract by the City. [ORS 279C.550] Moneys retained by a contracting agency under ORS 279C.570(7) shall either be: (a) retained in a fund by the City and paid to the contractor in accordance with ORS 279C.570; or (b) At the election of the contractor, paid to the contractor in accordance with the two options below:

- The contractor may deposit bonds, securities, or other instruments with the City or in any bank or trust company to be held in lieu of the cash retainage for the benefit of the contracting agency. In such event the City shall reduce the retainage in an amount equal to the value of the bonds, securities or instruments. and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Interest on the bonds or securities shall accrue to the contractor. {or}
- If the contractor elects, the City shall deposit the retainage, as accumulated, in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the City. Earnings on the account shall accrue to the contractor.

If the contracting agency incurs additional costs as a result of the exercise of the options in ORS 279C.560(1) or (5), the City may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the contracting agency shall, upon demand, inform the contractor of all accrued costs. Bonds and securities deposited or acquired in lieu of retainage, as permitted above, shall be of a character approved by the City Attorney and City Finance Director, including but not limited to:

a. Bills, certificates, notes or bonds of the United States.
b. Other obligations of the United States or its agencies.
c. Obligations of any corporation wholly owned by the federal government.
d. Indebtedness of the Federal National Mortgage Association.
e. General obligation Bond of the State of Oregon or a political subdivision thereof.

Unless the City finds that accepting a bond or instrument poses an extraordinary risk that is not typically associated with such bond or instrument, the contractor may deposit a surety bond for all or any portion of the amount of funds retained, or to be retained, by the City in a form acceptable to the City. The bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to 279C.625. The City shall reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Whenever a City accepts a surety bond from a contractor in lieu of retainage, the contractor shall accept like bonds from any subcontractor or supplier from which the contractor has retainage. The contractor shall then reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier. [279C.560]

21. Progress Payments

a. Payment for all work under the Contract will be made promptly by the City at the price or prices bid, and those prices shall include full compensation for all approved incidental work.

b. Contractor shall make progress estimates of work performed in any calendar month and submit to the City for approval, before the fifth of the following month, or as mutually agreed between the Contractor and City. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed. The City may include in payments eighty five percent (85%) of the cost to Contractor of materials or equipment not yet incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing. Such a payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the City Attorney to establish the City's title to such materials or equipment or otherwise protect the City's interest including applicable insurance and transportation to the site, and a statement from Contractor explaining why it is necessary to procure said equipment and/or materials. When such payments are made, the Contractor warrants and guarantees that the title to all materials and equipment covered by a progress payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. Notwithstanding the above, when the progress estimate indicates that the progress payment would be less than one thousand dollars ($1,000), no progress payment will be made for that estimate period, unless approved by the City.

c. If the Contract price is determined, in whole or in part, on a Lump Sum basis, Contractor shall prepare an itemized cost breakdown relating thereto and have the City approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the City, Contractor shall provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

d. If the Contract price is determined wholly on a unit basis, City may use unit prices bid in making progress estimates on the work. In case said unit prices do not, in the opinion of the City, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.

e. If the City receives written notice of any unsettled claims for damage or other costs due to Contractor's operations including, without limitation, claims from any City Department or other governmental agency, an amount equal to the claim may be withheld from the progress payments, final payments or retainage until such claim has been resolved to the satisfaction of City.

f. Progress payments will be made by City on a monthly basis within thirty (30) days from sign off by the Contractor of the progress payment or fifteen (15) days after the payment is approved by City of work performed, whichever is the earlier date. Failure to pay progress payments within the timeframe set forth above will result in the imposition of interest as required by ORS 279C.570(2)(3). Defective or improper invoices will be addressed as set forth in ORS 279C.570(4)(5)(6).

g. Payment will be issued by City for the amount of the approved estimate, less five percent (5%) retainage. Except as provided in paragraph 19 above and the applicable ORS Sections noted herein, such amount of retainage shall be withheld and retained by City until it is included in and paid to Contractor as part of the final payment of the Contract amount. Upon Substantial Completion of the work under the Contract which shall be understood to be not less than ninety-seven and one-half percent (97.5%) of the work, the City may, at its discretion, reduce the retained amount equivalent to not less than one hundred percent (100%) of the contract value or estimated value or estimated cost, whichever is greater, of the work remaining to be done. [279C.570(7)]

h. The City may decline to approve an application for payment and may withhold such approval if, in the City's opinion, and in good faith, the work has not progressed to the point indicated by the Contractor's submittal. The City may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, City may nullify the whole or any part of any payment previously made to such extent as may be necessary in their opinion to protect the City from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the work will not be completed within the Contract time, (6) unsatisfactory prosecution of the work by the Contractor, (7) claims against the Contractor by the City, (8) failure to submit a construction schedule or failure to keep said construction schedule updated, or (9) exceeding work limits. When any or all of the criteria set forth above have been remedied satisfactorily to the City, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments, except as provided in ORS 279C.570(9).

i. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted, or progress or other payments allowed until the Project is completed, unless approved otherwise by City. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. A progress payment is not considered acceptance or approval of any work or materials or waiver of any defects therein. [ORS 279.570(2)].

22. Final Estimate and Final Payment

a. SUBSTANTIAL COMPLETION. Contractor shall notify the City in writing when all or a portion of the work is considered substantially complete. If it appears to the City that the work is not substantially complete, the City shall not make an inspection. The City may make a general list of major work components remaining. If it appears that the work is substantially complete, the City shall, within fifteen (15) days after receiving notice, make an inspection and either accept the work or notify Contractor of work yet to be performed. If accepted, City shall prepare a Certificate of Substantial Completion, **Exhibit E.** Upon acceptance of the Certificate of Substantial Completion by both parties, the City shall be responsible for operation and maintenance of that part of the work described in the Certificate of Substantial Completion, subject to the warranty requirements and protection of the work and all other applicable terms of the

contract documents. The date of substantial completion of all the work shall stop the accrual of liquidated damages, if applicable.

b. FINAL COMPLETION. Contractor shall notify the City in writing when work is 100% complete. If it appears to the City that the work is not 100% complete, the City shall not make a final inspection. The City may make a general list of major work components remaining. If it appears that the work is 100% complete, the City shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. A Certificate of Final Completion shall not be prepared until all provisions of the Contract have been met, including but not limited to, the submission by the Contractor of a signed Certificate of Compliance, **Exhibit F** and executed "Release of Liens and Claims" (**Exhibit G**).

When the work is 100% complete, the City shall prepare a final pay estimate and Certificate of Final Completion accepting the work as of a certain date. The Contractor shall execute and return the final pay estimate and Certificate of Final Completion within five (5) working days of receipt. Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts Ownership of the work and the start date of the warranty period. The contractor may substitute a Warranty Bond in replacement of the Performance and Payment Bonds in accordance with Section 29. The City shall include in the final pay estimate an addition to the contract amount for any contract deduction from the contract amount for any liquidated damages and a deduction from the contract price in a fair and equitable amount for any damages to the City or for any costs incurred or likely to be incurred by the City due to Contractor's failure to meet any contract provision or specification other than timely completion.

If the Contractor believes the quantities and amounts specified in the final pay estimate prepared by the City to be incorrect, Contractor shall submit to the City within five (5) working days of receipt of the City's final pay estimate, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said period is expressly waived and the City shall not be obligated to pay the same.

The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from errors of computation in the final estimate within a period of one (1) year following the original mailing of the City's final estimate and Certificate of Final Completion to the Contractor's last known address as shown in the records of City. The City's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Final Completion or revised final estimate and Certificate of Final Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that Contractor might have had.

Upon return of the fully executed Certificate of Final Completion from the Contractor, the City will submit the Certificate of Final Completion and final estimate to the City for

approval. Upon approval and acceptance by the City, Contractor will be paid a total payment equal to the amount due under the Contract including retainage within thirty (30) days in accordance with ORS 279C.570. Failure to pay within 30 days shall implicate the interest on final payment/ retainage requirements of ORS 279C.570(8).

Monies earned by the Contractor are not due and payable until the procedures set forth in the contract documents for inspection, approval and acceptance of the work; for determination of the work done and the amount due therefore; for the preparation of the final estimate and Certificate of Final Completion and processing the same for payment; for consideration of the Contractor's claim, or claims, if any; and for the preparing of a revised final estimate and Certificate of Final Completion and processing same for payment all have been carried out.

As a prerequisite to final payment, if Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor will provide City with evidence that the requirement of ORS 279A.120(3) has been satisfied.

If City declares a default of the Contract, and Surety completes said Contract, all payments made after declaration of default and all retainage held by City shall be paid to Surety and not to Contractor in accordance with the terms of the Contract.

Acceptance by Contractor of final payment shall release City from any and all claims by Contractor whether known or unknown, arising out of and relating to the work. No payment, however, final or otherwise, shall operate to release Contractor or its Sureties from warranties or other obligations required in the performance of the Contract.

Disputes as to compensation resolved in favor of the contractor implicate the interest provisions of ORS 279.570(9).

23. Change Orders / Extra Work

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the contract, one from the other. Only the City designated Contracting Officer or individual with delegated contracting authority can authorize extra (and/or changed) work and compensation. Such authorization must be in writing. The parties expressly recognize that, except when such order is in writing by an individual with delegated authority, City personnel are not authorized to order extra (and/or) changed work or to waive contract requirements or authorize additional compensation. Failure of the Contractor to secure City authorization for extra work shall constitute a waiver of any and all claims or rights to adjustment in the contract price or contract time due to such unauthorized extra work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed by Contractor without express and prior authorization of the City.

24. Contractor/Subcontractor Payment Obligations

a. The Contractor is required to 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 this contract:
    i. 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 City under such contract; [279C.580(3)(a)] and
    ii. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, 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 paragraph (a)(i) above. A contractor or first-tier subcontractor shall 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 City or contractor when payment was due. The interest penalty shall be:
        A. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is due made; and
        B. Computed at the rate specified in ORS 279C.515(2). [279C.580(3)(b)]
b. The Contractor is further required to include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of section a. above in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. [279C.580(4)]
c. The Contractor shall not request payment of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount. [279C.570(1)].
d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsections (3) and (4) of ORS 279C.580 does not constitute a dispute to which the City is a party. The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute. [279C.580(2)]
e. The Contractor shall 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. [ORS 279C.505(1)(a)] The Contractor shall pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or Subcontractor incurred in the performance of the contract. [ORS 279C.505(1)(b)] The Contractor shall not permit any claim or lien to be filed or prosecuted against the City and shall be fully responsible for any lien or claim filed against the City on account of any labor or material furnished. [ORS 279C.505(1)(c)]

The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279C.505(1)(d)]

f. Pursuant to ORS 279C.515(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 Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.

g. Pursuant to ORS 279C.515(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 improvement contract within 30 days after receipt of payment from the 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 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.

h. Pursuant to ORS 279C.515(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.

i. Pursuant to ORS 279C.515(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.

j. Living Wage Rates: If the amount of this contract is **$XXXX** or more, and Contractor is not paying prevailing wage for the work, Contractor must comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the work under this contract. Contractor must post the attached Living Wage Notice predominantly in areas where it will be seen by all employees.

25. Inspection and Acceptance

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

26. Liquidated Damages

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also

recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City a dollar amount per day based on calculations set forth in the Oregon Standard Specifications for Construction and the Special Provisions for this project, for each and every day that elapses in excess of the contract time or the final adjusted contract time. If no such dollar amount is specified, the applicable liquidated damages rate shall be five hundred dollars ($500) per day for each day the work exceeds the contract time of the final adjusted contract time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

Any sums due as liquidated damages shall be deducted from any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time. Permitting the Contractor to continue and finish the project work or any part thereof after the contract time, or adjusted contract time, has expired shall in no way operate as a waiver on the part of the City or any of its rights under this contract. The City may in its discretion grant the Contractor an extension of time upon a showing made by the Contractor that the work has been unavoidably delayed by conditions beyond the control of the parties.

27. Liability, Indemnity and Hold Harmless

Contractor warrants that all its work will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release. The Contractor shall hold harmless, indemnify, and defend City, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work, actions or failure to perform actions, and other activities of Contractor or its officers, employees, subcontractors or agents, under this contract, including the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents except liability arising out of the sole gross negligence of the City and its employees. The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the City, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury. Contractor waives any and all statutory or common law rights of defense and indemnification by the City. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the

remainder of this indemnification. Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section. In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

28. Insurance

The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in **Exhibit B.** All costs for such insurance shall be borne by the Contractor and shall be included in the contract price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is also cause for immediate termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract. The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

29. Performance, Payment and Warranty Bonds / Notice of Bond Claims

At the time of execution of the Contract, the Contractor shall furnish: (1) Performance Bond and (2) Payment Bond written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract and in accordance with ORS 279.380. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the obligations of Sections 27 and 30, all applicable laws and the prompt payment of all persons supplying labor and/or material for prosecution of the work. The bond(s) or other financial assurance is subject to approval by the City.

Contractor shall furnish a separate warranty bond written by a corporate surety or other financial assurance, in an amount equal to 10% of the final amount of the contract. The City may permit the warranty amount to be included in the initial performance and payment bonds. The warranty bond or other financial assurance shall be in effect for a period of one year from the date of Final Completion. The City may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs.

The notice of claim on a bond required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the contractor at any place the contractor maintains an office or conducts business or at the residence of the contractor. Notwithstanding the above, if the claim is for a required contribution to a fund of any employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 150 days after the employee last provided labor or materials.

The notice of claim must be in writing substantially as set forth in ORS 279C.605(3)-(5).

30. One-Year Warranty

In addition to and not in lieu of any other warranties required under the Contract, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year warranty period shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

31. Nondiscrimination in Labor

No person shall be subject to discrimination in the receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, sexual orientation or national origin. Contractor shall comply with provisions of Owner's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older. Particular reference is made to ORS 659A.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, national origin, marital status or age if the individual is 18 years or older or because of the race, religion, color, sex, national origin or age of any other person with whom the individual associates, or because of a juvenile record that has been expunged pursuant to ORS 419A.260 and ORS 419A.262 of any individual, or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of

employment. Any violation of this provision shall be considered a material violation of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part (q).

32. Construction Debris and Yard Waste

Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. If the contract includes lawn and landscaping maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective. [ORS 279C.510(1) & (2)]

33. Environmental Regulations

Pursuant to ORS 279C.525(1), the following is a list of federal, state and local agencies which have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

Federal Agencies:

Agriculture, Department of
Forest Service
Soil Conservation Service
Commerce Department of
National Oceanic and Atmospheric Administration (NOAA)
National Marine Fisheries Service (NMFS)
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,
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
Occupational Safety and Health Administration
Transportation, Department of
Coast Guard
Federal Highway Administration
Water Resources Council

State Agencies:

Administrative Services, Department of
Agriculture, Department of
Consumer & Business Services, Department of
Oregon Occupational Safety & Health Division
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
Land Conservation and Development Commission
Parks and Recreation, Department of
Soil and Water Conservation Commission
State Engineer
State Land Board (Lands, Division of State)
Water Resources Department

Local Agencies:

City of Ashland
City Council (Ashland Municipal Code)
County Courts
County Commissioners of Jackson County,
County Service Districts
Sanitary Districts
Water Districts
Fire Protection Districts
Historical Preservation Commissions
Planning Commission

If the Contractor awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited above or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City may:

(a) Terminate the contract;
(b) Complete the work itself;
(c) Use non-City forces already under contract with the City;
(d) Require that the underlying property owner be responsible for cleanup;
(e) Solicit bids for a new contractor to provide the necessary services; or
(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

The solicitation documents make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified above. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable pre-bid

visual site inspection, and the condition requires compliance with the ordinances, rules or regulations enacted by the governmental entities identified above, the successful bidder shall immediately give notice of the condition to the contracting agency. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the Contractor shall not commence work nor incur any additional job site costs in regard to the condition encountered and described in subsection (3) of this section without written direction from the contracting agency. Upon request by the City, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the contracting agency for resolution. Within a reasonable period of time following delivery of an estimate of this section, the City may:

(a) Terminate the contract;
(b) Complete the work itself;
(c) Use non-City forces already under contract with the City;
(d) Require that the underlying property owner be responsible for cleanup;
(e) Solicit bids for a new contractor to provide the necessary services; or
(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

If the City chooses to terminate the contract under either subsection (a) of this section, the Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor. If the contracting agency causes work to be done by another contractor under either subsection (c) or (e) above, the initial contractor may not be held liable for actions or omissions of the other contractor. The change order under either subsection (f) of this section shall include the appropriate extension of contract time and compensate the contractor for all additional costs, including overhead and reasonable profits, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor.

Notwithstanding the above, the City has allocated all or a portion of the known environmental and natural resource risks to a Contractor by listing such environmental and natural resource risks in the solicitation documents.

34. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. City shall not be precluded or estopped, notwithstanding any such

measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

35. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

36. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction 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 term or provision held invalid.

37. Attorney's Fees

If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

38. Business License

The Contractor shall obtain a City of Ashland business license as required by City ordinance prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided in this contract.

39. Notices/Bills/Payments

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of Ashland
Kaylea Kathol
Public Works/Street Department
20 E. Main Street
Ashland, OR 97520

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

40. Conflict of Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

41. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT B
PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the Project Manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than ☐ $1,000,000 or ☒ $2,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

☒ Required by City ☐ Not required by City

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☐ $1,000,000 or ☒ $2,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

☒ Required by City ☐ Not required by City

☐ Builders Risk *(Check here if required)* insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT C

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below and certify under penalty of perjury that it is a corporation.

Entity: _____

Signature: _____

Date: _____

B. CONTRACTOR IS INDEPENDENT.

Independent Contractor Standards. As used in various provisions of ORS Chapters including but not limited to 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of ORS 670.600 are met.

Contractor certifies that the following standards are met:

1. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Contractor is registered under ORS chapter 701 if the Contractor provides labor or services for which such registration is required.
7. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
8. Contractor represents to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check four or more of the following:)

____ A. The labor or services are primarily carried out at a location that is separate from Contractors residence or is primarily carried out in a specific portion of Contractors residence, which is set aside as the location of the business.

____ B. Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.

____ C. Telephone listing is used for the business that is separate from the personal residence listing.

____ D. Labor or services are performed only pursuant to written contracts.

____ E. Labor or services are performed for two or more different persons within a period of one year.

____ F. Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

If any action is taken by a person or enforcement agency relating to Contractor's independent contractor status in connection with this contract, Contractor shall defend, hold harmless and indemnify the CITY of ASHLAND, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

Contractor:

By: _____

Title: _____

Date: _____

EXHIBIT D BOND FORMS (PERFORMANCE & PAYMENT)

PERFORMANCE BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____
Dollars ($_____).

Contractor and City have entered into a written contract dated _____, for the following project: ***EAST MAIN PARK PHASE 1, Project No. 2024-16.*** This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract in accordance with the plans, specifications and conditions of the contract within the time prescribed by the Contract, as required by ORS 279C. 380 through 279C.385, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.380 through 279C.390.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.
6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows.

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

WITNESS:

(Corporate Seal)

CONTRACTOR: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

PAYMENT BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____
Dollars ($_____).

Contractor and City have entered into a written contract dated _____, for the following project: ***EAST MAIN PARK PHASE 1, PROJECT No. 2024-16.*** This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract within the time prescribed by the Contract, and promptly makes payment to all claimants, as defined in ORS 279C.600 through 279C.620, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.600 through 279C.620.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.

6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

WITNESS:

(Corporate Seal)

CONTRACTOR: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

EXHIBIT E
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: EAST MAIN PARK PHASE 1

Project Number: 2024-16

Owner: City of Ashland

Contractor: _____

Contract Date: _____

☐ This Certification of Substantial Completion applies to ***all Work*** under the Contract Documents.
☐ This Certification of Substantial Completion ***applies to the following specified parts*** of the Contract Documents:

The Work to which this Certificate applies has been inspected by authorized representatives of the City and Contractor, and found to be substantially complete and is also the date of commencement of applicable warranties required by the Contract Documents, * (except as attached.) The Work is hereby declared to be substantially complete with the Contract Documents on:

_____
Date of Substantial Completion

☐ A Punch-List of items to be completed or corrected is attached hereto. This list may not be all inclusive, and failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within _____ days of the above date of Substantial Completion.
☐ * A list of "excepted" Warranty items is attached hereto.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Issued by City:		**Accepted by Contractor:**	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT F
CERTIFICATE OF COMPLIANCE

To: City of Ashland **From:** _____

20 East Main St. _____

Ashland, OR 97520 _____

PROJECT: EAST MAIN PARK PHASE 1

PROJECT No. 2024-16

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work, and that:

1. If required by law, not less than the prevailing rates of wages have been paid to laborers, workmen and mechanics employed on this work.

2. There have been no unauthorized substitutions of materials; substitutions or assignment of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the City prior to the start of such subcontracted work.

3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.

4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid.

5. All private property and easement areas have been satisfactorily restored in accordance with the contract.

6. If Contractor is not domiciled in or registered to business in the State of Oregon, Contractor has reported to the Oregon Department of Revenue such information and in the manner as required by ORS 279A.120(3).

Contractor:

By: _____

Title: _____

Date: _____

EXHIBIT G
CONTRACTOR'S RELEASE OF LIENS AND CLAIMS

[THIS SWORN STATEMENT IS A PREREQUISITE TO CERTIFICATE OF FINAL COMPLETION]

To: City of Ashland **From:** _____

20 East Main St. _____

Ashland, OR 97520 _____

PROJECT: EAST MAIN PARK PHASE 1

PROJECT No. 2024-16

In connection with our request for final payment for the above project, I, _____ hereby state that:

all subcontractors and suppliers on this project have been paid in full,
all obligations on the project have been satisfied,
all monetary claims and indebtedness on this project have been paid, and
all disputes with property owners have been resolved.

There are no liens or claims of any kind outstanding or threatened against the project.

Furthermore, I agree to indemnify and hold harmless CITY of ASHLAND from any and all claims for labor or materials furnished under the contract for the above project.

SWORN STATEMENT
I hereby certify, under penalty of perjury and false swearing, that the foregoing statements are true and correct.

Dated this ____ day of _____, 20____.

Contractor: By:_____

Title:_____

STATE OF OREGON)
) ss.
County of _____)

Signed and sworn to (or affirmed) before me on _____ [Date], 20___ [Year] by _____ [Name(s) of Individuals Making Statement].

(Official Stamp)

_____
Notary Public for Oregon

EXHIBIT H
CERTIFICATE OF FINAL COMPLETION

Project Name: EAST MAIN PARK PHASE 1
Project Number: 2024-16
Owner: City of Ashland
Contractor:
Contract Date:
Substantial Completion Date:
Final Inspection Date:

I hereby certify that I have completed my contract, furnished the materials, and performed the work as shown by the final estimate of the City, according to the plans and specifications.

Contractor:

By: _____

Title: _____

Date: _____

The City has determined the project is 100% complete in compliance with all contract documents. Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts ownership of the work and the start date of the warranty period.

City:

By: _____

Title: _____

Date: _____

EXHIBIT I
CITY OF ASHLAND NONDISCRIMINATION AND EQUAL OPPORTUNITY POLICY FOR CONTRACTORS

1. GENERAL POLICY OF NON-DISCRIMINATION

It is the policy of the City of Ashland to promote equal opportunity to all persons regardless of race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation, in respect to employment, public services, facilities and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, public services, facilities or accommodations, the following more specific obligations, terms, or conditions shall apply.

2. DISCRIMINATION BECAUSE OF RELIGIOUS BELIEF

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodation cannot be made without undue hardship to the employer.

3. DISCRIMINATION BECAUSE OF SEX

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decision is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to public services, facilities, and accommodations the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on a basis of sex where:

A. Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or

B. The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. DISCRIMINATION BECAUSE OF DISABILITY

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to accommodate any physical or mental disabilities of an employee or applicant, but such

accommodations cannot be made without undue hardship to the employer; or where, because of such disability, the employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without undue hardship to the employer.

With respect to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

A. Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or

B. A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.

C. The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular handicap in some respect specially related to the educational, medical, psychological, mobility, social or economic needs of persons so disabled.

5. DISCRIMINATION BECAUSE OF AGE

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

A. Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;

B. The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

A. The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such persons; or

B. The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. DEFINITIONS

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not

possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

A. Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.

B. "Disability" and "handicap" are intended to be synonymous.

C. The Contractor is not entitled to advisory opinions or advice from City representatives as regards the specific application of this policy. It is up to the Contractor, and their own legal counsel to ascertain compliance with this policy, federal, state and local law. The City expressly disclaims any responsibility for the Contractor's reliance on advice or opinions given by City representatives.

D. The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this Policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. ADVERTISING AND PROMOTIONAL MATERIAL

A. In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

"_____(name of contractor)_____ is an equal opportunity employer and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation."

EXCEPTION: In "classified" advertising the Contractor need only include the statement "An Equal Opportunity Employer".

B. In all advertising, postings, and promotional material relating to programs and services funded in whole or in part under a contract with the City of Ashland, the Contractor shall include the following statement:

"This _____(program or service as applicable)_____ is open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap or political affiliation. For further information about this equal opportunity policy, contact __(name of contractor's representative)__ at __(phone number)__.

8. RETALIATION

The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Ashland, or any state or federal court or agency.

9. GRIEVANCE PROCEDURE

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached "Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Ashland where it conducts any operations. Likewise, the Contractor shall fully cooperate with the designated representative of the City of Ashland and state and

federal civil rights compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. VIOLATIONS

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Ashland contracts, or both.

June 2, 2026

Robb Mayers
Outlier Construction
2870 Nansen Dr.
Medford Oregon 97504

RE: NOTICE OF INTENT TO AWARD A CONTRACT FOR EAST MAIN PARK PHASE ONE, PROJECT NO. 2024-16

Dear Mr. Mayers,

On May 28, 2026 the City of Ashland received four responsive bids for construction services for the above-referenced project. The results of the bids are shown in the enclosed FINAL bid summary.

It is the City's intent to award a contract to the apparent low bidder, Outlier Construction, in the amount of $2,130,151.66, contingent upon City Council approval at the June 16, 2026 business meeting.

Thank you for your diligence and efforts in preparing and submitting your bid on behalf of the City of Ashland. If you have questions regarding bids received or the selection process, please feel free to contact me at 541-488-5587 or kaylea.kathol@ashland.or.us.

Sincerely,

Kaylea Kathol
Sr. Project Manager

Enclosure (1)

CC: Piper von Chamier
Todd Powell

Public Works
20 East Main Street
Ashland, Oregon 97520
ashland.or.us

Outlier

CITY OF ASHLAND
Department of Public Works

BID FORM

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ASHLAND, JACKSON COUNTY, OREGON, AS STATED IN THE COMPLETED BID SCHEDULE, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ASHLAND, CITY HALL, 20 EAST MAIN STREET, ASHLAND, OREGON 97520.

NAME OF BIDDER Outlier Construction LLC

CONTACT Robb Mayers

ADDRESS 2870 Nansen Drive

CITY Medford **STATE** OR **ZIP** 97504

TELEPHONE NO. 541-646-1999

FAX NO. 541-494-0038

EMAIL ADDRESS robb@outlierbuilt.com

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonably incidental to, the construction of EAST MAIN PARK PHASE 1 No. 2024-16 (hereinafter "Project") for the City of Ashland, Oregon. The Project includes the contract documents on file at City Community Development BuildingThis offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local

conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules.

4. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

5. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

6. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

7. The undersigned agrees that upon written acceptance of this bid s/he will, within 10 working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

   Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 10% of the awarded contract;

   Certificates of Insurance for Liability and property damage coverage;

Certificates of Coverage for Workman Compensation and unemployment insurance;

All other bonds, permits, licenses, etc. as required in the contract documents.

8. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

9. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

10. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

11. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

12. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

13. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for.

14. Upon receipt of written notice of the acceptance of its bid, Bidder shall execute a formal contract with the City within ten (10) days, deliver surety bond or bonds as required, and deliver required proof of insurance. The bid security attached in the sum of ten percent (10%) of the total price for the bid or combination of bids is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

15. If the proposed bid price will exceed $50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis- Bacon Act requirements. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

16. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

17. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of Ten percent (10%) of the total bid, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

18. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

19. The undersigned certifies that the undersigned Contractor is eligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

20. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

21. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to the follow work schedule as stated below.

- The work shall be commenced within ten (10) business days after receipt of the written Notice to Proceed.
- The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.

22. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

23. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

24. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
    - The Bidder is __X__ or is not _____ a Resident Bidder as defined in ORS 279A.120.

25. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

26. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

27. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

28. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal.

29. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

30. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

31. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on City's website (www.ashland.or.us) at the Public Works page. The addenda may be downloaded or picked up at the Department of Public Works, 51 Winburn Way, Ashland, Oregon. The bidder must check the website and Public Works bulletin board frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER 1 THROUGH 4 HAVE BEEN REVIEWED

32. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.

33. The bidder shall comply with ORS 279.370 and the attached "First-Tier Subcontractors Disclosure" form and instruction. The City may reject any bids that fail to submit to the requirements outlined in the First-Tier Instruction form. If applicable, the First-Tier Subcontractor Disclosure Form shall be attached to this Invitation to Bid.

34. **Bidder Information and Signature**

Outlier Construction LLC
Firm Name of Bidder

Signature of Bidder

Robb Mayers
Printed Name of Bidder

CEO
Official Title

217660
CCB Number

State of Incorporation

Dated this 28th day of May 2026.

INSTRUCTIONS TO BIDDERS, ITEM 12(B)(b): City may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in writing

Red text in the column titled "Item Total (Direct Entry from Bid Form)" indicates errors in the extended bid totals. Corrections are provided in the "CORRECTED Item Total $ (Direct Calculation)" column.

OUTLIER'S ORIGINAL BID SCHEDULE						CITY OF ASHLAND AUDIT	
Item	Item Description	Bid Unit	QTY	Unit Cost $ (Direct Entry from Bid Form)	Item Total (Direct Entry from Bid Form)	CORRECTED Item Total $ (Direct Calculation)	DIFFERENCE Outlier Total vs. Corrected Totals
TEMPORARY FEATURES AND APPURTENANCES							
1	Mobilization	LS	1	61953.27	$ 61,953.27	$ 61,953.27	$ -
2	Temporary Tree Protection	LS	1	1094.68	$ 1,094.68	$ 1,094.68	$ -
3	Temporary Protection and Direction of Traffic, Complete	LS	1	3711.45	$ 3,711.45	$ 3,711.45	$ -
4	Temporary Work Access and Containment	LS	1	1216.31	$ 1,216.31	$ 1,216.31	$ -
5	Erosion Control	LS	1	2500.83	$ 2,500.83	$ 2,500.83	$ -
6	Temporary Construction Entrance	Each	1	2742.95	$ 2,742.95	$ 2,742.95	$ -
7	Concrete Washout Facility	Each	1	657.04	$ 657.04	$ 657.04	$ -
8	Inlet Protection, Type 3	Each	1	1096.99	$ 1,196.99	$ 1,096.99	$ 100.00
9	Inlet Protection, Type 7	Each	12	48.5	$ 582.01	$ 582.00	$ 0.01
10	Sediment Fence, Type 1	Foot	421	1.76	$ 741.78	$ 740.96	$ 0.82
11	Pollution Control Plan	LS	1	1216.31	$ 1,216.31	$ 1,216.31	$ -
SITE WORK							
12	Construction Survey Work	LS	1	16952.19	$ 16,952.19	$ 16,952.19	$ -
13	Removal of trees	LS	1	5438.16	$ 5,438.16	$ 5,438.16	$ -
14	Removal of Structures and Obstructions	LS	1	0	$ -	$ -	$ -
15	Clearing and Grubbing	LS	1	7180.78	$ 7,180.78	$ 7,180.78	$ -
16	General Excavation (parking lot, sidewalks and DG paths)	Cu Yd	1,632	5.68	$ 9,275.79	$ 9,269.76	$ 6.03
17	General Excavation (landscape areas)	Cu Yd	2,618	5.68	$ 14,879.91	$ 14,870.24	$ 9.67
18	Finish Grading (landscape areas)	Sq Ft	61,147	0.16	$ 9,731.62	$ 9,783.52	$ (51.90)
19	3/4" - 0" Crushed Aggregate Base Rock (sidewalks, DG paths and curbs)	Cu Yd	239	134.08	$ 32,044.67	$ 32,045.12	$ (0.45)

Initial Here RM

Item	Item Description	Bid Unit	QTY	Unit Cost $ (Direct Entry from Bid Form)	Item Total (Direct Entry from Bid Form)	CORRECTED Item Total $ (Direct Calculation)	DIFFERENCE Outlier Total vs. Corrected Totals
20	3/4" - 0" Crushed Aggregate Base Rock (parking lot)	Cu Yd	238	54.56	$ 12,986.11	$ 12,985.28	$ 0.83
21	4" - 0" Crushed Aggregate Subbase Rock (parking lot)	Cu Yd	205	47.74	$ 9,787.32	$ 9,786.70	$ 0.62
22	Woven 5-oz Geotextile Fabric	Sq Yd	1,217	1.34	$ 1,632.36	$ 1,630.78	$ 1.58
WEARING SURFACES							
23	3" Heavy ACP - Level 2, 1/2 Inch	Ton	100	175.91	$ 17,591.03	$ 17,591.00	$ 0.03
24	2.5" Light ACP - Level 2, 1/2 Inch	Ton	83	175.91	$ 14,600.56	$ 14,600.53	$ 0.03
25	Standard Vertical Curbs	Foot	712	30.5	$ 21,715.08	$ 21,716.00	$ (0.92)
26	4" Unreinforced Site Concrete	Sq Ft	9,077	9.75	$ 88,529.97	$ 88,500.75	$ 29.22
27	6" Reinforced Concrete at Crosswalks	Sq Ft	240	16.53	$ 3,966.76	$ 3,967.20	$ (0.44)
28	Truncated Domes on new Curb Ramps (Brick Red)	Sq Ft	60	79.72	$ 4,783.17	$ 4,783.20	$ (0.03)
29	4" Thermo White Parking Lane Striping	Foot	528	15.91	$ 8,402.77	$ 8,400.48	$ 2.29
30	ADA Access Aisle Thermo Striping & Lettering (white)	Sq Ft	360	17.05	$ 6,138.39	$ 6,138.00	$ 0.39
31	Thermo Accessible Parking Symbol (blue/white)	Each	2	568.37	$ 1,136.74	$ 1,136.74	$ -
32	Thermo White One Way Arrows	Each	2	852.55	$ 1,705.11	$ 1,705.10	$ 0.01
33	Thermo EV Parking Lettering (white)	Each	2	56.84	$ 113.67	$ 113.68	$ (0.01)
34	Thermo Crosswalk Striping (white)	Sq Ft	240	15.91	$ 3,819.44	$ 3,818.40	$ 1.04
35	Decomposed Granite Surfacing	Sq Ft	3,658	11.19	$ 40,922.60	$ 40,933.02	$ (10.42)
36	Metal Edging	Foot	624	19.32	$ 12,058.53	$ 12,055.68	$ 2.85
DRAINAGE & SEWERS							
37	4 Inch PVC Drain Pipe	Foot	7	144.53	$ 1,011.71	$ 1,011.71	$ -
38	6 Inch PVC Drain Pipe	Foot	114	53	$ 6,041.77	$ 6,042.00	$ (0.23)
39	8 Inch PVC Drain Pipe	Foot	452	32.36	$ 14,626.42	$ 14,626.72	$ (0.30)
40	10 Inch PVC Irrigation Pipe	Foot	676	58.54	$ 39,575.56	$ 39,573.04	$ 2.52
41	4 Inch Sanitary Sewer Pipe	Foot	302	60.76	$ 18,349.24	$ 18,349.52	$ (0.28)
42	Storm Drain Cleanouts	Each	4	863.07	$ 3,452.28	$ 3,452.28	$ -
43	Sanitary Sewer Cleanouts	Each	5	248.04	$ 1,240.18	$ 1,240.20	$ (0.02)
44	Standard Catch Basins	Each	2	2280.3	$ 4,560.60	$ 4,560.60	$ -
45	Control Structure Manhole	Each	1	8224.31	$ 8,224.31	$ 8,224.31	$ -
46	Storm Detention Pond (incl. rip rap pads)	Each	1	1564.15	$ 1,564.15	$ 1,564.15	$ -

Initial Here RM

Item	Item Description	Bid Unit	QTY	Unit Cost $ (Direct Entry from Bid Form)	Item Total (Direct Entry from Bid Form)	CORRECTED Item Total $ (Direct Calculation)	DIFFERENCE Outlier Total vs. Corrected Totals
47	Storm Connection To Existing Curb Inlets	Each	2	2491.16	$ 4,982.33	$ 4,982.32	$ 0.01
48	Sewer Service Tap to Existing Sewer Main	Each	1	4290.05	$ 4,290.05	$ 4,290.05	$ -
SITE WATER DISTRIBUTION							
49	2" Irrigation Backflow Device	Each	1	3327.23	$ 3,327.23	$ 3,327.23	$ -
50	1" Domestic Backflow Device	Each	1	3220.38	$ 3,220.38	$ 3,220.38	$ -
51	1" Domestic Water Service Lines (incl. valves, trenching, backfill)	LS	1	21768.55	$ 21,768.55	$ 21,768.55	$ -
52	Hose Bibs	Each	2	1202.67	$ 2,405.34	$ 2,405.34	$ -
53	Irrigation System	LS	1	120494	$ 120,494.32	$ 120,494.00	$ 0.32
SITE ELECTRIC							
54	Transformer	LS	1	8151.55	$ 8,151.55	$ 8,151.55	$ -
55	Electric Meter	LS	1	5524.55	$ 5,524.55	$ 5,524.55	$ -
56	4" Primary Electric Conduits (plus spare) to Transformer, incl. trenching/backfill	LS	1	31283.05	$ 31,283.05	$ 31,283.05	$ -
57	Secondary Electric Site Distribution Conduits, incl. trenching/backfill	LS	1	41938.84	$ 41,935.84	$ 41,938.84	$ (3.00)
SITE STRUCTURES							
58	Chain link Fence, includes gates	Foot	1,011	34.41	$ 34,787.59	$ 34,788.51	$ (0.92)
59	Concrete Mow Band	Foot	936	39.27	$ 36,761.00	$ 36,756.72	$ 4.28
60	Wood Fence	Foot	1,000	71.27	$ 71,274.67	$ 71,270.00	$ 4.67
61	Split Rail Fence	Foot	470	36.18	$ 17,006.75	$ 17,004.60	$ 2.15
62	Precast Concrete Restroom	Each	1	175554.99	$ 175,554.99	$ 175,554.99	$ -
63	Pump Track	LS	1	644062.13	$ 644,062.13	$ 644,062.13	$ -
SITE FURNISHINGS							
64	ADA Parking Signs (incl. post)	Each	2	1079.9	$ 2,159.80	$ 2,159.80	$ -
65	ADA Access Aisle Signs (incl. post)	Each	2	1079.9	$ 2,159.80	$ 2,159.80	$ -
66	6' Concrete Wheel Stops	Each	2	284.18	$ 568.37	$ 568.36	$ 0.01
67	Benches	Each	6	2120.02	$ 12,720.11	$ 12,720.12	$ (0.01)
68	Bike Rack	Each	7	949.18	$ 6,644.24	$ 6,644.26	$ (0.02)
69	Bottle Filler Drinking Fountain	Each	1	16573.65	$ 16,573.65	$ 16,573.65	$ -
70	Trash Receptacle	Each	2	1930	$ 4,387.81	$ 3,860.00	$ 527.81
71	Monument Sign	Each	1	5229	$ 5,229.00	$ 5,229.00	$ -

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Corrected Bid Schedule | Outlier Construction | East Main Park Phase 1

Item	Item Description	Bid Unit	QTY	Unit Cost $ (Direct Entry from Bid Form)	Item Total (Direct Entry from Bid Form)	CORRECTED Item Total $ (Direct Calculation)	DIFFERENCE Outlier Total vs. Corrected Totals
72	Small Pedestrian Sign (OFCI)	Each	1	96.62	$ 96.62	$ 96.62	$ -
73	Bike Park Sign	Each	1	6138	$ 6,238.39	$ 6,138.00	$ 100.39
74	Dog Park Signs (OFCI)	Each	3	96.62	$ 289.87	$ 289.86	$ 0.01
75	Bulletin Boards	Each	2	8752.86	$ 17,505.78	$ 17,505.72	$ 0.06
76	Dog Waste Station	Each	2	937.81	$ 1,875.65	$ 1,875.62	$ 0.03
77	Bollard Light (incl. footing)	Each	30	4219.01	$ 126,570.19	$ 126,570.30	$ (0.11)
SITE DEVELOPMENT AND LANDSCAPING							
78	Dog Park Seeding	Sq Yd	3,580	1.93	$ 6,918.19	$ 6,909.40	$ 8.79
79	Fescue and Clover Seeding	Sq Yd	1,677	1.93	$ 3,240.73	$ 3,236.40	$ 4.33
80	Stormwater Basin Seeding	Sq Yd	477	1.93	$ 921.78	$ 920.61	$ 1.17
81	Extra for Disturbed Area Seeding	Allowance	1	1705.1	$ 1,705.11	$ 1,705.10	$ 0.01
82	Shrubs and groundcover Planting, 1 gallon	Each	318	6.82	$ 2,168.90	$ 2,168.76	$ 0.14
83	Shrubs and groundcover Planting, 5 gallon	Each	19	20.46	$ 388.76	$ 388.74	$ 0.02
84	Deciduous Trees, 2" caliper	Each	6	176.19	$ 1,057.17	$ 1,057.14	$ 0.03
85	Deciduous Trees, 1-1/2" caliper	Each	28	164.83	$ 4,615.16	$ 4,615.24	$ (0.08)
86	Topsoil, imported	Cu Yd	1,486	51	$ 75,786.00	$ 75,786.00	$ -
87	Bark Mulch	Cu Yd	566	77.72	$ 43,987.25	$ 43,989.52	$ (2.27)
88	Compost	Cu Yd	566	68.2	$ 38,603.62	$ 38,601.20	$ 2.42
				BID TOTAL	~~$ 2,130,797.00~~	$ 2,130,151.66	$ 743.18

In signing this bid schedule correction, the bidder confrims the City of Ashland's correction of bid and bid item totals as the binding contract bid prices.

Name of Authorized Representative:	*CITY OF ASHLAND CORRECTED TOTAL, Written in Dollars:*
ROBB MAYERS	***Two million one hundred thirty thousand one hundred fifty one dollars and sixy six cents***
Authorized Representative Signature: RM	*Date:* 6/1/26

Initial Here RM

CITY OF ASHLAND
Better Together

Corrected bid schedule, provided on the three preceding pages of this bid, was accepted and signed by Robb Mayers on 06-01-2026
- Kaylea Kathol

June 1, 2026

Robb Mayers
Outlier Constructing LLC
2870 Nansen Dr.
Medford, OR 97504

Dear Mr. Mayers,

Thank you for submitting Outlier Construction's bid for the construction of East Main Park Phase 2, Project No. 2024-16. Outlier is the apparent low bidder for this project. At this time, the City is unable to issue a Notice of Intent to Award until Outlier formally accepts corrections to multiple clerical errors identified during the City's audit conducted on June 1, 2026.

In accordance with Instructions to Bidders, Section 12(B)(b), the City may "correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in writing."

Please review the attached spreadsheet titled *Outlier Bid AUDIT*, which details the City's corrected calculations. If you find these corrections acceptable, please initial the bottom of each page and sign and date the attached PDF titled *Outlier Bid Schedule_CORRECTED 6.1.26*. The executed document will constitute an integral component of the contract documents and will supersede Outlier's original bid and associated bid item totals.

The City has devoted significant effort to accurately reconstructing your bid, and we respectfully request your prompt confirmation of the corrections. Please do not hesitate to contact me if you have any questions

Regards,
Kaylea Kathol, PMP
Senior Project Manager
(541) 552-2414

Public Works Engineering
51 Winburn Way
Ashland, Oregon 97520
ashland.or.us

BID BOND FORM

We, Outlier Construction, LLC, a ~~corporation~~ Limited Liability Company (LLC) or ~~partnership~~ duly organized under the laws of the State of Oregon, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, Liberty Mutual Insurance Company, a corporation or partnership duly organized under the laws of the State of Massachusetts, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($10%), Ten Percent of the Total Amount Bid Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for ***EAST MAIN PARK PHASE 1, Project No. 2024-16*** which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 20th day of May, 2026.

Liberty Mutual Insurance Company	Outlier Construction, LLC
Surety	Principal
175 Berkeley St., Boston, MA 02116	2870 Nansen Drive, Medford, OR 97504
Address	Address
By Chloe Lyons, Attorney-In-Fact	By RYAN BEUGH, COO

Attorney -in-Fact
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

POWER OF ATTORNEY

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

Certificate No: **8214346-905001**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Andrew Choruby; Ashlee Pingree; Brent Olson; Casey J. Geske; Chloe Lyons; Christopher A. Reburn; Gloria Bruning; J. Patrick Dooney; Jessi Wimer; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O. Forker; Richard W. Kowalski; Sterling Drew Roddan; Vicki Mather

all of the city of Lake Oswego 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 10th day of July, 2025.

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

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of July, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
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 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 Nathan J. Zangerle, 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 20th day of May, 2026

By: _____
Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

SPECIAL PROVISIONS

to the Contract Documents for
Project No. 2024-16, East Main Park Phase 1

Minimum Criteria for Pump Track Installation

This Special Provision establishes minimum criteria for the firm that will perform the specialty pump track construction to ensure the track is constructed at the level and quality designed.

1. Must have completed construction on at least three (3) asphalt pump tracks in the past five years.

2. At least one installation must include installation of a wall-ride system

Instructions: As part of the bid package submittal, provide at least three (3) examples of previous projects that involved pump track installation similar in nature to the scope of work described in this ITB. Include the following information for each example:

1. Cleveland Metroparks, 4101 Fulton Parkway, Cleveland, OH 44144
2. Cliffs Bike Park
3. 2022
4. Completion level pump track, paved bicycle playground and progressive jump lines with kicker ramps.

5. Town of Berthoud, 807 Mountain Avenue, Berthoud, CO 80513
6. Berthoud Bike Park
7. 2023
8. 20-acre bike park featuring two extensive jump/flow lines, a quarter-mile dual slalom track, one mile of XC mountain bike trails, a bicycle playground, and an approximately 20,000 sq ft Velosolutions asphalt pump track.

9. City of Ocoee, 1 North Bluford Avenue, Ocoee, FL 34761
10. Ocoee Action Sports Park
11. 2022
12. 20,00 sq ft park features a full suite of street-style elements-including ramps, stairs, rails, a grind box, and a wall ride.

Relevant Work Sample

PORT ANGELES PUMP TRACK PORT ANGELES, WA

In 2020 the City of Port Angeles and Lincoln Park BMX Association contracted with American Ramp Company for the design of this Velosolutions asphalt pumptrack. During the design phase, the customer requested a separate adaptive use pumptrack in addition to the main track. In the summer of 2022, we finished construction of both pumptracks and worked with the city to create a custom branding package for the park. To date, the Port Angeles pumptrack is the largest Velosolutions pumptrack on the West Coast and includes the first Velosolutions adaptive use pumptrack in North America. The official grand opening hosted hundreds of riders and included special appearances from adaptive use riders Aaron "Wheelz" Fotheringham and Jeremy McGhee, and professional mountain biker Kialani Hines.

Scope: Design and Build

Size: 25,000 sq/ft

Completed: 2022

Contact:
Tim Tucker
Parks & Recreation Project Coordinator
TDtucker@cityofpa.us
360.417.4557

Relevant Work Sample

HERITAGE PARK PUMP TRACK STANDWOOD, WA

In 2023 the city of Stanwood hired ARC for conceptual design services for an asphalt pump track located next to the existing skatepark. A few years later in 2025, the city secured funding for the pump track and utilized Sourcewell to contract with ARC for the construction. The 13,500 square foot track includes a 180-degree wall ride as well as a bowl feature strategically places between two berms to allow for endless transfer opportunities.

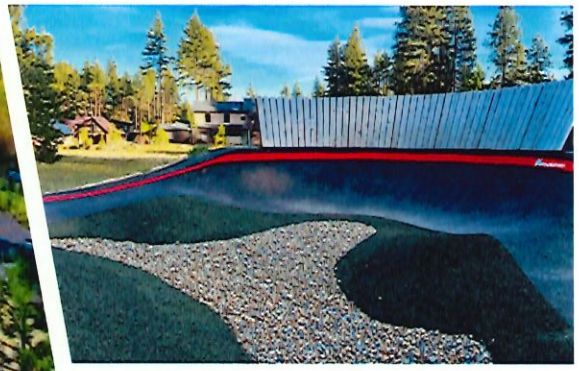
Scope: Design and Build

Size: 13,500 sq/ft

Completed: 2025

Contact:
Alan Lytton
City Engineer
Alan.Lytton@ci.stanwood.wa.us
360-502-1326

Relevant Work Sample



SUNCADIA RESORT PUMP TRACK CLE ELUM, WA

In January of 2023, Suncadia hired ARC for conceptual design and construction services for a pump track at Nelson Farm. Because other amenities were also being developed at that location, ARC was required to collaborate with Suncadia's landscape architect team to ensure the pump track would fit properly within the park. Completed in November of 2023, the pump track has been a huge success with our local community, as well as outsiders.

Scope: Design and Build

Size: 13,000 sq/ft

Completed: 2023

Contact:
Tucker Stevens
Chief Development Officer, Suncadia Resort
406-579-0451
tstevens@suncadia.com

Outlier

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: EAST MAIN PARK PHASE 1

Project Number: 2024-16

Bid Closing Date and Time: 1:00 PM PDT, May 28, 2026

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.)

Subcontractor Name	Dollar Value	Category of Work
NORTHCORE	483,442	EXCAVATION
AMERICAN RAMP CO	603,560	PUMP TRACK
QUALITY FENCE	110,745	FENCING
WELBURN ELEC	137,956	ELECTRICAL
ROGER LANGELIERS CONC	109,490	CONCRETE
MILESTONE LANDSCAPE	311,000	LANDSCAPE

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

Form Submitted by (Bidder Name): Outlier Construction LLC

Contact Name: Robb Mayers

Phone No.: 541-646-1999

Council Business Meeting

Date: June 16, 2026

Agenda Item	Approval of a Construction Contract with Pilot Rock Excavation Inc. for the East Main Street Community Park Public Improvements
Department	Parks & Recreation
From	Rachel Dials, Deputy Parks Director

TIME ESTIMATE
5 Minutes

CATEGORY
Contract Approval - as the contract board, confirm proper procedure with a motion to approve.

SUMMARY
Before the Council, acting as the local contract review board, is a request to approve a construction contract with Pilot Rock Excavation Inc. for the East Main Street Community Park Public Improvements Project #2024-16. This is supported by grant funds from the Oregon Parks and Recreation Department Local Government Grant Program.

POLICIES, PLANS & GOALS SUPPORTED
Quality infrastructure and facilities through timely maintenance and community investment.

BACKGROUND AND ADDITIONAL INFORMATION

:larity, this project was bid on in two separate packages: 1) East Main Street Community Park Public ovements, which include the work within the right-of-way, and 2) East Main Street Community Park Phase one improvements, which includes the internal park improvements. This approval is only for the public improvement on of the project.

and Parks and Recreation has been working towards the development of East Main Street Community Park for oximately 8 years after purchasing the property in 2018. Many public meetings were held dating back to 2019 as as the formation of working groups to influence the conceptual design. We contracted with Terrain Architecture to lop the park plans and specifications for bidding. This project includes road work and sidewalks, utilities, ng/signage, street lighting and landscaping. Internal park improvements will be completed under a separate truction contract.

art of the formal contracting process required by procurement regulations, the Public Works Department, working ely with Ashland Parks and Recreation, released an Invitation to Bid via Oregonbuys on 5/4/26 (solicitation # S-010-0016809). Several bids were received on 5/28/26, with the lowest bid from Pilot Rock Excavation in the unt of $386,340.00. Staff have reviewed the bid from Pilot Rock and find their bid to be complete and responsive. /1/26, staff issued a notice of Intent to award to Pilot Rock Excavation.

FISCAL IMPACTS
This project is supported by grant funds from the Oregon Parks and Recreation Department Local Government Grant Program. This grant provides 42.94% matching funds up to a total of $1,000,000.00 (including both contracts for East Main Street Community Park). The remaining 57.06% of the funds will come from the Parks

Department capital improvement fund. This grant requires project completion no later than 12/31/26. However, Parks staff and the Oregon Parks and Recreation Department are aware that a time extension will be necessary to complete this project. Staff expect to have this project substantially complete by 10/31/26, before the construction of the park improvements.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Council, acting as the local contract review board, has the option to approve this contract or refer back to staff to rebid the project or request that the project not be constructed. Staff recommend approving this project.

I move to approve the construction contract with Pilot Rock Excavation Inc. for the East Main Street Community Park public improvements with a contract amount not to exceed $386,340.00.

REFERENCES & ATTACHMENTS

1. EMP Public ITB
2. Notice of Intent to Award_Pilot Rock
3. Pilot Rock Excavation_Public Improvements (Low Bid)

CITY OF ASHLAND

Department of Public Works

Invitation to Bid

Sealed Bid / Formal Procurement

Project Number: **2024-16**

Project Name: **EAST MAIN PARK PUBLIC IMPROVEMENTS**

Project Type: **ROAD, PEDESTRIAN & STREETSCAPE IMPROVEMENTS**

BIDS DUE BY: May 28, 2026 at 1:00 PM PDT

INTRODUCTION AND TABLE OF CONTENTS

All Contract Documents are listed below. Documents are either attached or bound separately and available from the Project Manager. All Documents bound separately are incorporated into the Contract Documents and have the same force and effect as though set forth in full herein.

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CITY OF ASHLAND
Department of Public Works

INVITATION TO BID

EAST MAIN PARK PUBLIC IMPROVEMENTS
Project No. 2024-16

The City of Ashland is soliciting sealed Bids for the development of **EAST MAIN PARK PUBLIC IMPROVEMENTS, Project No. 2024-16** . All Bids received prior to the due date and time and in proper form will be publicly opened and read aloud in the Siskiyou Conference Room at the time set forth above as the deadline for receipt of Bids, and thereafter Bids shall be made available for public inspection. If the total amount of the contract to be awarded will exceed $250,000, the award of the contract must be approved by the Local Contract Review Board. A contract for the work will be awarded or Bids may be rejected, separately or entirely, within thirty (30) days after Bid opening. The City may cancel this procurement or reject any and all Bids in accordance with ORS 279B.100.

The general character of the work for this Project includes supplying all labor, equipment, and materials necessary to perform the following major work items at 2228 East Main Street, Ashland Oregon: road widening, restriping for bike and travel lanes, installation of new curb, gutter, sidewalk, storm drainage, irrigation, street lights, ADA curb ramps, driveway approaches, and landscaping on East Main Street between Clay Street and Crocker Street.

The solicitation documents, including plans and specifications for the Project, are downloadable at OregonBuys (https://oregonbuys.gov/bso/). The solicitation documents and addenda may be downloaded at no charge. They will NOT be mailed to prospective Bidders. Bidders should consult the OregonBuys website regularly until closing to avoid missing any addenda. OregonBuys Open Market Bid number: S-KA0010-00016809.

PRE-BID MEETING

A mandatory pre-bid meeting will be held **May 12, 2026 at 1:30 PM PDT**, at 2228 East Main Street, Ashland, OR, 97520. Prospective bidders are to meet at the south entrance to the property, located on Abbot Avenue.

PREQUALIFICATION

Prospective bidders must prequalify to be eligible to submit a bid. A prequalification application must be submitted and received at least five (5) days prior to the first anticipated bid opening date. Prequalification application forms are available on the City of Ashland's Public Woks web page. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract. [OAR 137-049-0220].

Proof of ODOT or General Service prequalification may be submitted for the City of Ashland contractor prequalification.

TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid closing for the work described above will be **May 28, 2026 at 1:00 PM PDT**. Bids shall be received before that date and time by Kaylea Kathol, Project Manager.

Submit bids to:

City of Ashland
C/O Kaylea Kathol, Project Manager
51 Winburn Way
Ashland, OR 97520

Bids may be submitted by mail, parcel delivery service, or hand delivered in person. For hand delivered Bids, obtain a date stamp on the Bid and submit sealed envelopes.

The outside of the transmittal envelope shall bear the following information:

Name of Bidder
Address and Telephone Number of Bidder
Title of Project
Date of Opening
The Words “Sealed Bid”

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00 PM on the day of Bid Closing. Bids received late will be time and date stamped at the time of receipt, marked as “Rejected as Late Bid” and will be returned, unopened to Bidder.

PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening of properly submitted bids for the work described above will be in the Community Development and Engineering Services Building, 51 Winburn Way, Ashland, Oregon, beginning at 2:00 PM on the day of Bid Closing.

CONTRACT TERM

Notice to Proceed (NTP) will be issued on July 1, 2026. Contractor shall mobilize and commence work within ten (10) calendar days of the NTP date. All work associated with this phase shall be substantially complete and fully executed by October 31, 2026.

CHECKLIST FOR BID SUBMITTAL

1. Prequalification
   - ☐ Submit prequalification application not less than five (5) days prior to bid opening

2. Bid & Bid Schedule
   - ☐ Fill in bidder information on first page
   - ☐ Indicate amount of bid bond on paragraph 17
   - ☐ Indicate bidder status on paragraph 24
   - ☐ Indicate number of addenda received on paragraph 31
   - ☐ Fill in bidder information and sign paragraph 34
   - ☐ Fill in unit prices and amounts for all bid items
   - ☐ Fill in total bid amount

3. First Tier Subcontractor Disclosure Form
   - ☐ Fill in this form and include with bid schedule (or within 2 hours of closing).

4. Bid Bond
   - ☐ Provide 10% bid bond on form included on page 12

CHECKLIST FOR CONTRACT SUBMITTAL

1. Standard Public Improvement Contract
   - ☐ Fill in contractor data and certification on page 2 and 3 of the contract form.
   - ☐ Sign on page 3 of the contract form

2. Certifications of Representation
   - ☐ Check all items that apply and sign

3. ☐ IRS Form W-9

4. ☐ Insurance certifications as required by Exhibit B (page 53)

5. ☐ Exhibit C – Certification Statement for Corporation as Independent Contractor (page 55)

6. Performance Bond
   - ☐ Provide on form provided on page 58 (or approved surety form)

7. Payment Bond
   - ☐ Provide on form provided on page 60 (or approved surety form)

PART I – BID DOCUMENTS

CITY OF ASHLAND
Department of Public Works

BID FORM

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ASHLAND, JACKSON COUNTY, OREGON, AS STATED IN THE COMPLETED BID SCHEDULE, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ASHLAND, COMMUNITY DEVELOPMENT BUILDING, 51 WINBURN WAY, ASHLAND, OREGON 97520.

NAME OF BIDDER _____

CONTACT _____

ADDRESS _____

CITY _____ **STATE** _____**ZIP**_____

TELEPHONE NO._____

FAX NO. _____

EMAIL ADDRESS _____

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonably incidental to, the construction of EAST MAIN PARK PUBLIC IMPROVEMENTS No. 2024-16 (hereinafter "Project") for the City of Ashland, Oregon. The Project includes the contract documents on file at City Community Development Building. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local

conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules.

4. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

5. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

6. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

7. The undersigned agrees that upon written acceptance of this bid s/he will, within 10 working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

   Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 10% of the awarded contract;

   Certificates of Insurance for Liability and property damage coverage;

Certificates of Coverage for Workman Compensation and unemployment insurance;

All other bonds, permits, licenses, etc. as required in the contract documents.

8. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

9. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

10. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

11. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

12. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

13. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for.

14. Upon receipt of written notice of the acceptance of its bid, Bidder shall execute a formal contract with the City within ten (10) days, deliver surety bond or bonds as required, and deliver required proof of insurance. The bid security attached in the sum of ten percent (10%) of the total price for the bid or combination of bids is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

15. If the proposed bid price will exceed $50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis- Bacon Act requirements. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

16. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

17. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of _____, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

18. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

19. The undersigned certifies that the undersigned Contractor is eligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

20. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

21. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to the follow work schedule as stated below.

- The work shall be commenced within ten (10) business days after receipt of the written Notice to Proceed.
- The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.

22. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

23. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

24. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
    - The Bidder is _____ or is not _____ a Resident Bidder as defined in ORS 279A.120.

25. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

26. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

27. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

28. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal.

29. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

30. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

31. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on City's website (www.ashland.or.us) at the Public Works page. The addenda may be downloaded or picked up at the Department of Public Works, 51 Winburn Way, Ashland, Oregon. The bidder must check the website and Public Works bulletin board frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER ____ THROUGH ____ HAVE BEEN REVIEWED

32. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.

33. The bidder shall comply with ORS 279.370 and the attached "First-Tier Subcontractors Disclosure" form and instruction. The City may reject any bids that fail to submit to the requirements outlined in the First-Tier Instruction form. If applicable, the First-Tier Subcontractor Disclosure Form shall be attached to this Invitation to Bid.

34. **Bidder Information and Signature**

Firm Name of Bidder	Signature of Bidder
	Printed Name of Bidder
	Official Title
State of Incorporation	CCB Number

Dated this _____ day of _____ 20___.

BID SCHEDULE
EAST MAIN PARK PUBLIC IMPROVEMENTS
Project No. 2024-16

BID SCHEDULE:
EAST MAIN PARK PUBLIC IMPROVEMENTS

	Item	Item Description	Bid Unit	QTY	Unit Cost $	Item Total $
TEMPORARY FEATURES AND APPURTENANCES						
	1	Mobilization	LS	1		
	2	Temporary Tree Protection	LS	1		
	3	Temporary Protection and Direction of Traffic, Complete	LS	1		
	4	Temporary Work Access and Containment	LS	1		
	5	Erosion Control	LS	1		
	6	Temporary Construction Entrance	Each	1		
	7	Concrete Washout Facility	Each	1		
	8	Inlet Protection, Type 3	Each	7		
	9	Inlet Protection, Type 7	Each	1		
	10	Pollution Control Plan	LS	1		
ROADWORK						
	11	Construction Survey Work	LS	1		
	12	Removal of Structures and Obstructions, including storm drain, culvert	LS	1		
	13	Cold Plane Pavement Removal, 3-4 Inches Deep	Sq Yd	442		
	14	Clearing and Grubbing	LS	1		
	15	3/4" - 0" Crushed Aggregate Base Rock (sidewalks)	Cu Yd	84		
	16	3/4" - 0" Crushed Aggregate Base Rock (street)	Cu Yd	103		
	17	4" - 0" Crushed Aggregate Subbase Rock (street)	Cu Yd	206		
	18	Woven 5-oz Geotextile Fabric	Sq Yd	618		
WEARING SURFACES						
	19	Extra for Asphalt Approaches	Each	2		
	20	Level 2, 1/2 Inch ACP Mixture	Ton	79		
	21	Concrete Curbs and Gutter	Foot	768		
	22	Curb Ramps	Each	3		
	23	Concrete Sidewalks	Sq Ft	4116		
	24	Reinforced Concrete Driveway Approaches	Sq Ft	717		
	25	Reinforced Concrete Pad at Bus Shelter	Sq Ft	82		
	26	Truncated Domes on new Curb Ramps (Brick Red)	Sq Ft	43		
DRAINAGE AND SEWERS						
	27	8 Inch PVC Drain Pipe, incl. trenching and backfill	Foot	22		

	Item	Item Description	Bid Unit	QTY	Unit Cost $	Item Total $
	28	10 Inch PVC Irrigation Pipe, incl. trenching and backfill	Foot	13		
	29	12 Inch PVC Drain Pipe, incl. trenching and backfill	Foot	607		
	30	Concrete Inlets, Type CG-3	Each	6		
	31	Ditch Inlets, Type D	Each	1		
	32	Connection To Existing Structures	Each	2		
	33	Minor Adjustment of Manhole Lids	Each	2		
	34	4 Inch Sanitary Sewer Pipe, incl. trenching and backfill	Foot	22		
	35	Sewer Service tap into Ex. Sewer Main	Each	1		
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES						
	36	8" Thermoplastic White Travel Lane Striping	Foot	589		
	37	6" Thermoplastic White Bike Lane Striping	Foot	371		
	38	Type B-HS Bicycle Lane Stencil with Straight Arrow	Each	4		
	39	Pavement Stop Bar, Type B-HS	Sq Ft	18		
	40	Pavement Legend, Type B-HS: Continental Crosswalk	Sq Ft	180		
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
	41	Remove and Reinstall Existing Signs	Each	3		
	42	Luminaires, Lamps and Ballasts	Each	3		
	43	Switching, Conduit, and Wiring	LS	1		
	44	Pole Foundations	Each	3		
	45	Lighting Poles and Arms	Each	3		
RIGHT OF WAY DEVELOPMENT AND CONTROL						
	46	Lawn Seeding	Sq Yd	431		
	47	Topsoil, imported	Cu Yd	72		
	48	Compost	Cu Yd	36		
	49	Root Barrier	Foot	138		
	50	Deciduous Trees, 2” caliper	Each	14		
WATER SUPPLY SYSTEMS						
	51	Irrigation System	LS	1		
	52	Minor Adjustment to Ex. Boxes	Each	1		
				BID TOTAL		

Name of Authorized Representative	*Total Written in Dollars*
Authorized Representative Signature	*Date*

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Instructions for Submitting Form

For contracts of more than $100,000, within two working hours after the date and time of the deadline when bids are due, a bidder shall submit to the Agency a disclosure of the first-tier subcontractors that:

A. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; **and**

B. Will have a contract value that is equal to or greater than five percent of the total project bid or $15,000, whichever is greater, or $350,000 regardless of the percentage of the total project bid.

Method for disclosure can occur in the following two ways.

A. Hand delivery to the following address where it can be time and date stamped:

City of Ashland
Community Development and Engineering Services Building
51 Winburn Way
Ashland, OR 97520, or

B. Faxed to (541) 488-6006. Bidders bear the risk of improper disclosure by facsimile. The agency is not responsible for partial, failed, illegible, or partially legible FAX transmissions or electronic submissions.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: EAST MAIN PARK PUBLIC IMPROVEMENTS

Project Number: 2024-16

Bid Closing Date and Time: May 28, 2026 at 1:00 PM PDT

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.)

Subcontractor Name	Dollar Value	Category of Work

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

Form Submitted by (Bidder Name): _____

Contact Name: _____

Phone No.: _____

BID BOND FORM

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, _____, a corporation or partnership duly organized under the laws of the State of _____, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($_____), _____Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for ***EAST MAIN PARK PUBLIC IMPROVEMENTS, Project No. 2024-16*** which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this _____ day of _____, 20___.

_____	_____
Surety	Principal
_____	_____
Address	Address
_____	_____
By	By

Attorney -in-Fact
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

INSTRUCTIONS TO BIDDERS

The provisions of Oregon Administrative Rules Chapter 137, Divisions 46 and 49, apply to all bids and contracts concerning Public Improvements and Public Works in the City of Ashland. The OAR provisions control over any conflicting language in the City Standard Terms and Conditions, Special Provisions, including Technical Provisions and the OAR provisions are incorporated herein by this reference.

1. SCOPE OF WORK

The work contemplated under this contract includes all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the completion of all the work in connection with the project described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications, or any supplemental documents.

2. EEO AFFIRMATIVE ACTION

Bidders must comply with the City of Ashland Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents and is attached hereto and made a part hereof as Attachment A. Contractor shall not discriminate against minorities, women or emerging small business enterprises in the awarding of subcontracts.

3. BID PROVISIONS

a. Each bid must contain a completed Bid including the following:

i. A Bid and Schedule of Prices.

ii. Acknowledgement that the bidder has received and reviewed all Addenda for the bid.

iii. A statement that all applicable provisions of ORS Chapters 279A-C, including ORS 279C.800 to 279C.870 (Contracting and Prevailing Wages) shall be complied with.

iv. A statement by the bidder, as part of their bid, that the bidder agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

v. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

vi. A statement as to whether or not the bidder is licensed under ORS 468A.720 for asbestos removal.

vii. A statement that the bidder has a current and valid registration with the Construction Contractor's Board and/or the State Landscape Contractors Board as required by ORS 671.530.

viii. A statement confirming that the bidder has a Qualified Drug-testing Program for employees in place. [OAR 137-049-0200(1)(c)(B)].

ix. First Tier Subcontractor form for the project on the City form (physically received in accordance with ORS 279C.370 within 2 working hours of the bid opening).

x. A Surety Bond, Cashier's check or Certified check in the amount of 10 percent of the submitted bid.

xi. Certification: Non-discrimination (in bid)

xii. Certification: No Conflict of Interest (in bid)

xiii. Certification: Not ineligible for Public Works Contracts [OAR 137-049-0230] (in bid)

b. The City will publish notice of any addenda on OregonBuys website https://oregonbuys.gov/bso/view/login/login.xhtml . The addenda may be downloaded or picked up at the City Engineering Office located at 51 Winburn Way, Ashland Oregon, 97520. Check the website frequently until closing.

c. No bid will be received or considered by the City of Ashland unless the bid contains a statement by the bidder as a part of its bid that the Contractor shall be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The statement shall be included in the Bid form. The existing prevailing rate of wage is available at:

https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

d. Each Bidder must identify in the Bid whether the Bidder is a "resident bidder" as defined in ORS 279A.120.

e. Unless specified in the ITB, and Contract Special Provisions, the bidder or subcontractor need not be licensed under ORS 468A.720 relating to asbestos abatement.

f. No bid for a construction contract shall be received or considered by the City of Ashland unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

g. Each Bidder must demonstrate that its firm has a Qualified Drug Testing Program for employees in place and demonstrate compliance prior to award.

h. Instructions for First-Tier Subcontractors Disclosure. Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than $100,000 (see ORS 279C.370; OAR 137-049-0360).

Specifically, when the contact amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to (i) 5% of the project bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after bid closing:

(1) The subcontractor's name,

(2) The dollar value of the subcontract, and

(3) The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form. Disclosure forms will be available for public inspection after the opening of the bids.

THE CITY OF ASHLAND MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE (see OAR 137-049-0360).

i. Bid Security. [OAR 137-049-0290]

No bid will be received or considered unless the Bid is accompanied by a certified check, cashier's check, (payable to the City of Ashland), surety bond (in approved form)(f/k/a/ bid bond), or irrevocable letter of credit issued by an insured institution [ORS 706.008] (in an approved form) in an amount equal to ten percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of the contract. Said security shall be irrevocable for 60 days, unless specified otherwise. The bid security shall be forfeited, at the City's option, as fixed and liquidated damages, if the bidder fails or neglects to furnish the required performance bond, the insurance, or to execute the contract within 10 working days after receiving the contract from the City for execution. When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. THE BIDDER SHALL HAVE THE SURETY USE THE BID BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE REJECTED.

All such certified checks or surety bonds will be returned to the respective bidders within 10 working days after the bids are opened, except those of the two low bidders. The bid security of the two low bidders will be held by the City until the selected bidder has accomplished the following:

A. Executed a formal contract;

B. Executed and delivered to the City a Performance Bond and Payment Bond, both in the amount equal to 100% of the Contract Price;

C. Furnish proof of public works bond filed with BOLI; and

D. Furnish the required Certificates of Insurance.

Upon the execution and delivery to the City of Ashland of the Contract and Performance Bond and Payment Bond and furnishing proof of a Public Works Bond filed with BOLI by the successful bidder, the bid security shall be returned to the bidder. The bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract or bonds shall forfeit the bid security that accompanied the bid. It is hereby specifically provided that a forfeiture of said bid security be declared by the Council if the contract and performance bond and payment bond are not executed and delivered to the City within ten (10) working days of the day of the receipt by the successful bidder of the prepared contract. The Council, at its option, may determine that the bidder has abandoned the submitted accepted bid, in which case the bid security shall become the sole property of the City and shall be considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and bond. The security of unsuccessful bidders shall be returned to them after the contract has been awarded and duly signed.

j. A Bidder submitting a bid thereby certifies that no officer, agent, or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

k. The Bidder, in submitting the bid, certifies that the Bidder has not been disqualified and is eligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder agrees, if

awarded a contract, that every subcontractor will not be ineligible to receive a contract for a public work pursuant to ORS 279C.860 and will otherwise not be disqualified under ORS 279C.440 and OAR 137-049-0370.

4. PRE-BID CONFERENCE AND PREQUALIFICATION OF BIDDERS

If a pre-bid conference is scheduled, notice will be provided in accordance with OAR 137-049-0200(1)(a)(B). If prequalification will be required it will be specifically stated in the Notice to Contractors and Invitation to Bid, including the date prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be pre-qualified. [OAR 137-049-0200(1)(a)(C).] [ORS 279C.365(1)(c)] For example, the requirement for ODOT Prequalification reads as follows:

Bidders must be pre-qualified with the Oregon Department of Transportation or General Service per ORS 279C.435 to perform the type and size of work contemplated herein and shall submit, to the City upon request. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract. [OAR 137-049-0220].

Applications submitted without being designated for a project advertised for bid by the City will be considered as a general prequalification application and processed pursuant to ORS 279C.430 to 279C.450 and notice of prequalification status will be given within thirty (30) days of the receipt of the application. A notice of disqualification can be given orally. An oral disqualification notice will be followed by written notice and bear the date of the oral notice. (NOTE: No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance and accompanying Fee Resolution)

5. FORM OF BID

A. Bids shall be submitted in sealed envelopes to:

City of Ashland
Kaylea Kathol
51 Winburn Way
Ashland, Oregon 97520

The outside of the transmittal envelope shall bear the following information:

Name of Bidder
Address and telephone number of Bidder
Title of Project
Date of opening
The words “Sealed Bid”

If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as above, must be enclosed in another envelope addressed as noted above**.** Facsimile and Electronic Data Interchange bids shall not be accepted unless otherwise specified in the Special Provisions. No bid will be received or considered by the City unless the bid contains all the Required Bid Documents and Certifications.

B. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the Bid form furnished by Owner. The bid must be signed by the Contractor or a duly authorized agent. If erasures or other changes appear on the form, they shall be initialed

in ink by the person who signs the bid. The bidder shall not alter, modify or change the Bid forms except as directed by addendum. All applicable blanks giving general information must be completed, in addition to necessary unit price items and total prices in the column of totals to make a complete bid. The Bid is the bidder's offer to enter into a contract which, if the Bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Bid, as well as the Solicitation Documents. A bidder shall not make the Bid contingent upon the City's acceptance of specifications or contract terms which conflict with or are in addition to those advertised in the Notice to Contractors and Invitation to Bid. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids

C. Unless otherwise specified, Bidders shall bid on all bid items included in the bid and the low Bidder shall be determined. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.

D. Bidders shall state whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

6. LATE BIDS

Bids received after the scheduled closing time for submission of bids as set forth in the invitation for bids will be rejected. Bids will be time and date stamped by Community Development Department / Public Works Counter personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of bids. Bids received after the time so fixed are late bids. Late bids will be time and date stamped at the time of receipt by City personnel, marked as "Rejected as Late Bid" and will be returned, unopened, to the submitted.

7. INTERPRETATION OF CONTRACT AND ADDENDA

If a bidder finds error, discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their interpretation or meaning, the bidder shall at once notify the City Contact Person/ Project Manager. The City will investigate and determine if an addendum will be issued.

If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder needs additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Project Manager at least ten (10) days, unless otherwise specified, before the scheduled closing time for submission of bids.

If, in the opinion of the Project Manager, additional information or interpretation is required, an addendum will be issued to all known specification holders.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. City shall supply copies of such Addenda will not

be mailed but will be posted on the website and available at Community Development Department Counter; failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT, OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

8. EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA

A. Prior to submitting a bid, it is the responsibility of each Bidder to:

(1) Examine the plans, specifications and contract documents thoroughly.

(2) Become fully informed as to the quality and quantity of materials and the character of the work required.

(3) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work and sources and supply of materials.

(4) Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work, including environmental and natural resource ordinance and regulations

(5) Consider identified site conditions and conduct pre-bid inspection to address environmental and natural resource laws implicated by the project.

(6) Study and correlate the Bidder's observations, especially as regards site conditions with the Contract Documents.

(7) Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

B. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and may not be complete or accurate and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.

C. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Bidder as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.

D. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.

E. The City will not pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies or designs for the preparation thereof, or for procuring or

contracting for the items to be furnished under the Invitation to Bid. When submitting a bid, the Bidder agrees that consideration has been given to the requirements and conditions contained throughout these Bid Documents.

F. Notice: It is further understood that a Bid awarded hereunder is subject to the City being able to comply with all zoning and land development ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for structures contemplated in the project, any or all of which conditions may be contained in the Contract or Contract Special Provisions and if such conditions are not satisfied may result in termination of the Contract.

9. FAMILIARITY WITH LAWS AND ORDINANCES

A. The Bidder is presumed to be familiar with all Federal, State, and Local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, it shall immediately be reported to the Owner in writing.

B. No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of Ashland Ordinance. The Contractor and their subcontractors shall obtain a City of Ashland Business License prior to beginning any work within the City of Ashland.

10. UNIT BIDS

A. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The City does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement that were necessary to complete the work.

B. Bidders must include in their bid prices the entire cost of each item of work set forth in the Bid, and when, in the opinion of the City, the prices in any bid are obviously unbalanced, such bid may be rejected.

C. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature are required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

11. WITHDRAWAL, MODIFICATION OR ALTERATION OF BID

A. Bids may be withdrawn on written request received from the bidders prior to the time fixed for opening. The request shall be executed by the bidder or a duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new Bid. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened. The Bid will be irrevocable until such time as the City:

- Specifically rejects the Bid, and
- Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

B. Prior to Bid Opening, changes may be made provided the change is initialed by the Bidder or the Bidder's agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.

C. No Bidder may withdraw a bid after bid opening unless sixty (60) days have elapsed and the City has not awarded a contract.

12. MISTAKES IN BIDS

A. To protect the integrity of the competitive solicitation process and to assure fair treatment of Bidders, City will carefully consider whether to permit waiver, correction or withdrawal for certain mistakes.

B. Treatment of Mistakes. City shall not allow a Bidder to correct or withdraw a Bid for an error in judgment. If the City discovers certain mistakes in a Bid after Opening, but before Award of the Contract, the City may take the following action:

(a) City may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:

(i) Return the correct number of Signed Bids or the correct number of other documents required by the Solicitation Document;

(ii) Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and

(iii) Acknowledge receipt of an Addendum to the Solicitation Document, provided: it is clear on the face of the Bid that the Bidder received the Addendum and intended to be bound by its terms; and the Addendum involved did not affect price, quantity or delivery.

(b) City may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in writing. A clerical error is a Bidder's error in transcribing its Bid. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). In the event of a discrepancy, unit prices shall prevail over extended prices.

(c) City may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only if the Bidder shows with objective proof and by clear and convincing evidence:

(i) The nature of the error;

(ii) That the error is not a minor informality under this subsection or an error in judgment;

(iii) That the error cannot be corrected or waived under subparagraph (b) of this subsection;

(iv) That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;

(v) That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;

(vi) That the Bidder will suffer substantial detriment if the City does not grant it permission to withdraw the Bid;

(vii) That the City's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the City or the public it represents; and

(viii) That the Bidder promptly gave notice of the claimed error to the City.

(d) The criteria in subsection (c) above shall determine whether a City will permit a Bidder to withdraw its Bid after Closing. These criteria also shall apply to the question whether an City will permit a Bidder to withdraw its Bid without forfeiture of its bid bond (or other bid security), or without liability to the City based on the difference between the amount of the Bidder's Bid and the amount of the Contract actually awarded by the City, whether by award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.

C. Rejection for Mistakes. The City shall reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid (i.e., documents submitted with the Bid).

13. REJECTION OF BIDS

a. The City may reject any Bid upon a finding that the Bid meets the criteria specified in OAR 137-049-0440(1)(a) or (b) or has not provided the certification required under OAR 137-049-0440(3). The City shall reject a Bid from a Bidder who meets the criteria specified in OAR 137-049-0440(1)(c). The City may, for good cause, reject any or all bids upon a finding it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed contract is not abandoned, new bids may be called for as in the first instance. The City may, at its own discretion, waive minor informalities.

b. This Invitation to Bid does not commit the City to pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies, subsurface investigations or designs for the preparation of a Bid, or for procuring or contracting for the items to be furnished pursuant to the Contract Documents.

The City reserves the right to reject any or all bids when such rejection is in the best interest of the City of Ashland. Bids may be rejected if they show any alteration of form, additions not called for, conditional Bids, incomplete Bids, erasures, or irregularities of any kind.

When Bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney"

must be submitted with the Bid or on file with the City Administrator prior to opening of bids; otherwise, the Bid will be rejected as irregular.

More than one Bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, for the items bid, will be cause for the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof, is interested.

If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, and all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.

14. BID PROTEST. [OAR 137-049-0260].

Bidders may, in writing protest or request changes of any specifications or contract terms in accordance with adopted City contracting rules. The written protest or request for changes must be received by the City no later than ten (10) calendar days prior to the Bid Closing Date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms and a description of the prejudice to the bidder. Envelopes containing bid protests shall be marked "Contract Provision Protects or Request" with the Bid Number and Closing Date. No protest against award, owing to the content of the bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

15. ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at $1,000,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or securing exemption or partial exemption from the requirements of ORS 654.150 (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Determination of applicability of ORS 654.150 to the project is the sole responsibility of the Contractor.

16. PREVAILING WAGE RATE

The Contractor shall be required to follow standard billing format as set forth from State or Federal Funding sources. The project shall follow the current State of Oregon BOLI Wage Rates. The rates utilized will be noted at the date of the bid shown at the following location: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

PART II – CONTRACT DOCUMENTS

PUBLIC IMPROVEMENT CONTRACT

FOR

EAST MAIN PARK PUBLIC IMPROVEMENTS

PROJECT NO. 2024-16

This Public Improvement Contract (hereinafter "Contract") is entered into by and between the CITY OF ASHLAND, an Oregon municipal corporation (hereinafter "City"), and _____(hereinafter "Contractor"). This Contract incorporates the attached 'Contractor Data, Certification, and Signature' page as well as Exhibits A-I.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. PROJECT MANAGER:

The City's Project Manager for this Contract is:

_____

2. WORK:

2.1. The Work under this Contract is for the **EAST MAIN PARK PUBLIC IMPROVEMENTS, Project No. 2024-16** as more fully described in the Contract Documents listed in Section 5 of EXHIBIT A, STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS. Contractor shall complete all Work as specified in the Contract Documents. The Work generally consists of road widening, restriping for bike and travel lanes, installation of new curb, gutter, sidewalk, storm drainage, irrigation, street lights, ADA curb ramps, driveway approaches, and landscaping on East Main Street between Clay Street and Crocker Street..

2.2. Contractor shall, at its own risk and expense, perform the Work under the terms outlined in this Contract and as described in the Contract Documents and furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is,

the construction of the **EAST MAIN PARK PUBLIC IMPROVEMENTS, Project No. 2024-16**. Contractor shall secure all municipal, County, State, or Federal Permits or licenses including payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

3. EFFECTIVE DATE AND DURATION:

This Contract is effective as of the date of execution by the City (the "Effective Date"). All Work under this Contract shall, unless otherwise terminated or extended, be completed on or before December 31, 2026.

4. CONSIDERATION

4.1. City agrees to pay Contractor, at the times and in the manner provided in the Contract Documents, the sum of _____ for performing the Work required by this Contract, including allowable expenses. This sum cannot be modified except by Change Order approved in writing by the City. Any progress payments to Contractor shall be made only in accordance with the schedule and the requirements as set forth in the Standard Terms and Conditions.

4.2. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Contractor understands and agrees that City's payment of amounts under this Contract attributable to Work performed after the last day of the current fiscal year is contingent upon City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable discretion, to continue to make payments under this Contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this Contract without penalty or liability to City, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

5. CONTRACTOR'S REPRESENTATIONS

In order to induce City to enter into this Contract, Contractor makes the following representations:

5.1. Contractor has examined and carefully studied the contract documents, and any data and reference items identified in the contract documents.

5.2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

5.3. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.

5.4. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified or provided in the project bid documents especially with respect to technical data in such reports and drawings, and reports and drawings relating to hazardous environmental conditions, if any, at or adjacent to the Site that have been identified in the project bid documents, especially with respect to Technical Data in such reports and drawings.

5.5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the contract documents; and the Site-related reports and drawings identified in the contract documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

5.6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

5.7. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the contract documents.

5.8. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the contract documents, and the written resolution thereof by City is acceptable to Contractor.

5.9. The contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6. GOVERNING LAW

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Jackson County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to personal jurisdiction of said courts. In no event shall this section be construed as a waiver of the City of any form of defense or immunity.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name: _____

Phone: _____ Fax: _____

Address _____

_____

Do Not Write Federal and State Tax ID Numbers on this Agreement: One copy of W-9 is to be submitted with the signed contract to be kept on file in the City of Ashland Finance Department.

Ashland Business License #_____ Construction Contractors Board #_____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual ____ Sole Proprietorship
____ Partnership _____ Corporation ____ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts **(Exhibit A)** together with **Exhibits B through I** together with all other Contract Documents as described in Standard Terms and Conditions Section 5 below, and the separately bound Oregon 2024 Standard Specifications for Construction, as amended by the City of Ashland's most recent Addenda to the 2024 Standard Specifications are an integral part of this contract and agree to perform the work described in the Contract Documents, including **Exhibit A,** in accordance with the terms and conditions of this contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS 305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon tax laws; I further certify that the certification and representations in Standard Term and Condition # 16 [CCB Registration Requirements] are true and correct, and further I certify that I am an independent contractor as defined in ORS 670.600.

CONTRACTOR:

_____
Signature/Title

_____
Printed name

_____
Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Ashland unless and until it has been executed by the Public Contracting Officer or designee.

CITY OF ASHLAND SIGNATURE

CITY:

_____
City Manager, City of Ashland

_____
Date

ATTACHMENTS: Certificate of Representation
Standard Terms & Conditions and Exhibits
Bid Schedule
Insurance Requirements

CERTIFICATE OF REPRESENTATION

Contractor, under penalty of perjury, certifies that:

(a) The number shown on this form is its correct taxpayer ID (or is waiting for the number to be issued to it; and

(b) Contractor is not subject to backup withholding because

(i) it is exempt from backup withholding or

(ii) it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified it that it is no longer subject to backup withholding. Contractor further represents and warrants to City that

(a) it has the power and authority to enter into and perform the work,

(b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and

(c) The work under the Contract shall be performed in accordance with the highest professional standards, and

(d) Contractor is qualified, professionally competent and duly licensed to perform the work. Contractor also certifies under penalty of perjury that its business is not in violation of any Oregon tax laws, and it is a corporation authorized to act on behalf of the entity designated above and authorized to do business in Oregon or is an independent contractor as defined in the contract documents, and has checked four or more of the following criteria:

_____(1) I carry out the labor or services at a location separate from my residence or is in a specific portion of my residence, set aside as the location of the business.

_____(2) Commercial advertising or business cards or a trade association membership are purchased for the business.

_____(3) Telephone listing is used for the business separate from the personal residence listing.

_____(4) Labor or services are performed only pursuant to written contracts.

_____(5) Labor or services are performed for two or more different persons within a period of one year.

_____(6) I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

_____

Contractor

_____

Date

EXHIBIT A
STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

1. Contractor is Independent Contractor

a. Contractor shall perform the work required by this Contract as an independent contractor.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as **Exhibit C**.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign, sell, dispose of, or transfer any of its interest in this contract, nor delegate duties under the contract, either in whole or in part, without the prior written consent of the City. Such consent if provided shall not relieve the Contractor of any of the obligations under the contract. Any assignee or transferee shall be considered the agent of the contractor and be bound to abide by all provisions of the contract. If the City consents in writing to an assignment, sale, disposal or transfer of the Contractor's rights or delegation of Contractor's duties, the Contractor and its Surety, if any, shall remain liable to the City for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in writing. [OAR 137-049-0200(2)]

Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of contract with City. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All Subcontracts are assignable to the City at City's option, in the event this agreement is terminated for default of Contractor.

Contractor covenants and agrees to bind any and all subcontractors for performance of work under this Contract in the same manner Contractor is bound to City. Contractor further agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third-Party Beneficiaries

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides 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.

4. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans, Construction Drawings, Standard Drawings**,** and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the *Prevailing Wage (BOLI) if applicable AND any other separately bound reference*, Oregon Standard Specifications for Construction if applicable, and City of Ashland Addenda, incorporated herein by this reference. All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, or otherwise available from the City, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

In the event of a conflict between the terms and conditions included in the Contract Documents, the order of precedence shall be:

- Permits from governmental agencies;
- Addenda issued during bidding;
- Contract Change Orders;
- Project Specifications
- Stamped Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped working drawings;
- 3D engineered models and supplemental Agency-prepared line, grade and cross section data applicable to the Project;
- Standard Drawings;
- Approved unstamped working drawings and 3D construction models; and
- All other Contract Documents not listed above. Notes on a drawing shall take precedence over drawing details.

6. Contractor's Representations

By executing this contract, the Contractor hereby certifies that the representations made by the Contractor in the Contract Documents, including specifically the Offer, are true and correct and are incorporated herein by this reference. Contractor further certifies that Contractor has

given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.

7. Drug Testing [ORS 279C.505(2)]

a. Contractor shall certify to the City that it has a drug-testing program in place for all its employees that includes, at a minimum, the following:

   i. A written employee drug-testing policy,

   ii. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and

   iii. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

b. A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug-testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the Public Improvement project job site.

c. By executing and returning this contract the Contractor certifies, represents and warrants to the City that a Qualifying Employee Drug-testing Program is in place at the time of execution, will continue in full force and effect for the duration of this contract, and that Contractor will comply with the provisions of subsection (d) below. Further, the City's performance obligation (which includes, without limitation, the City's obligation to make payment) is contingent on Contractors compliance with this representation and warranty.

d. Contractor will require each subcontractor providing labor for the project to:

   i. Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or

   ii. Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

8. Notice to Proceed

Written Notice to Proceed will be given by the City after the Contract has been executed and the Performance Bond, Payment Bond, and all required insurance documents approved. Notice To Proceed shall not be unreasonably delayed and shall generally occur within thirty (30) days of the contract date. Reasonable delay may be occasioned by the need to obtain necessary permits or easements or utility relocation. The Contractor shall commence the

project work within ten (10) days of the date of the written Notice To Proceed. Contractor is not to commence work under the Contract prior to such written notice.

9. Suspension of the Work

The City, and its authorized representatives, may suspend portions or all of the project 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 City, which are unsuitable for performing the project work;
e. Allowance of time required to investigate differing site conditions;
f. Any reason considered to be in the public interest.

The contract time will not be extended, nor will the Contractor be entitled to any additional compensation if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all verified costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. The foregoing provision concerning compensation in the event of a suspension of Work of this contract shall not apply if such suspension occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

10. Early Termination

a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
c. The City may terminate this contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for public convenience.
d. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

11. Payment on Early Termination

a. If this contract is terminated under 10(a),(b), or (c), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
b. If this contract is terminated under 10(d), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
c. If this contract is terminated under 10(d), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

12. Remedies

In the event of termination under 10(d), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess. After notice of termination under paragraph 10(c), the Contractor and the Contractor's surety shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances shall Contractor be entitled to lost profits due to termination.

The remedies provided to the City under section 10 through 12 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 11(b).

13. Access to Records

Contractor shall maintain, and the City and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

14. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a

work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City. All documents or other materials submitted to City by Contractor shall become the sole and exclusive property of City. Such materials are subject to Oregon Public Records laws.

15. Compliance with Applicable Law

Contractor certifies and shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, including specifically City of Ashland and State of Oregon Public contracting laws and rules applicable to the work under this Contract, including without limitation ORS Chapter 279A, ORS Chapter 279B, ORS Chapter 279C, ORS 279C.500 through 279C.670, and specifically ORS 279A.120(3), ORS 279C.515, ORS 279C.520, ORS 279C.530, ORS 279C.830 and ORS 279C.580. In addition, the provisions of ORS 279C.360, ORS 279C.365(4), and ORS 279C.370 (Bid Documents and Disclosure); ORS 279A.010(p), 279A.120, 279C.375, and 279C.380(4), (Award of Contract and Bond); ORS 279A.110 (Prohibition on Discrimination in Subcontracting); ORS 279C.585 (Substitution first-tier Subcontractor); ORS 279C.650 to 279C.670 (Termination); ORS 279C.520, ORS 279C.540, 279C.545 (Hours); ORS 279C.800 to 279C.870 (Oregon Prevailing Wage Law), if applicable; ORS 279C.550 to 279C.565 (Retainage); ORS 279C.4570 (Payments); and ORS 279C.600 to 279C.625 (Bonds) ORS 279A.125 (Recyclable Products) are all incorporated into this contract by this reference as though set forth in full. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) any requirements of the DAVIS BACON ACT (40 U.S.C. 3142 and applicable Davis-Bacon Related Acts; (ii) Title VI of the Civil Rights Act of 1964; (iii) Section V of the Rehabilitation Act of 1973; (iv) the Americans with Disabilities Act of 1990, (v) ORS 659A.142, (vi) all regulations and administrative rules established pursuant to those laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statues, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part hereof by these references.

16. Registration with Construction Contractor's Board

The Contractor, hereby certifies that the Contractor is licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 and, further, that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be licensed with the Construction Contractors Board or licensed by the State Landscape Contractor's Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

17. Prevailing Wages/ BOLI Fee

a. Contractor shall certify in the Contract and it shall be a condition of the bond, as provided in ORS 279C.800 through 279C.870, that in performing this Contract, Contractor will pay and cause to be paid not less than the prevailing rate of wages as of

the date of the Public Notice, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of the Contract. In accordance with ORS 279C.838, each worker in each trade or occupation employed in the performance of the Contract either by Contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the Contract shall be paid not less than the applicable state or federal prevailing rate of wage, whichever is higher. Copies of the current BOLI prevailing wage schedule and federal wage rate schedule, if applicable, can be found at the following website: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. When both federal and state prevailing wages are required to be included in the contract specifications, the City shall also include in the specifications information showing which prevailing rate of wage is higher for workers in each trade or occupation in each locality, as determined by the Commissioner of the Bureau of Labor and Industries under ORS 279C.815 (2)(c).

b. Contractor shall be bound by and shall fully comply with ORS 279C.800 to 279C.870, Oregon's Prevailing Wage Law. CONTRACTOR AGREES TO BE BOUND BY AND WILL COMPLY WITH PROVISIONS OF ORS 279C.840. Pursuant to ORS 279C.830(1), the existing prevailing rate of wage that may be paid to workers in each trade or occupation required, in the form of a BOLI document, is included in the contract and bid documents and made a part hereof by this reference. For public works for which the contract price is $50,000 or more, all workers shall be paid not less than such specified minimum hourly rate of wage. [ORS 279C.830(1)]

c. The City of Ashland shall pay the fee to the Commissioner of the Bureau of Labor and Industries pursuant to the administrative rule of the commissioner and as provided in ORS 279C.825(1). The fee shall be paid on or before the first progress payment or 60 days from the date work first begins on the Contract, or as otherwise provided by administrative rule, whichever is the earliest date. The fee is payable to the Bureau of Labor and Industries Wage and Hour Division Prevailing Wage Unit 800 N.E. Oregon Street #32 Portland Oregon 97232.

d. Contractor and some subcontractors shall also file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in this state in the amount of $30,000 as required by ORS 279C.836 and shall cause all subcontractors to do the same prior to starting work on the project. [ORS 279C.830(2)] The bond must provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under this section, unless the surety sooner cancels the bond. Contractor shall verify that subcontractors have complied with this requirement prior to permitting the subcontractor to start work on the project.

e. If the Contract is for a public work and the Contract price is $50,000 or more, Contractor shall supply and file, and require every Subcontractor to supply and file, with the City and with the Wage and Hour Division, Bureau of Labor and Industries (BOLI), 800 NE Oregon #32, Portland, Oregon 97232 a certified statement in writing that conforms to the requirements of ORS 279C.845.

18. Hours of Labor /Overtime limitation [ORS 279C.520] [ORS 279C.540] [ORS 279C.545]

Pursuant to ORS 279C.520, no person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services, the employee shall be paid at least time and a half pay:

a.

1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

b. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

c. Collective bargaining and negotiated labor agreements may provide exceptions to the requirements of this section and from ORS 279C.520 and ORS 279C.540.

d. When labor is employed by the City through another as a contractor, any worker employed by the contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the contractor within 90 days from the completion of the contract, providing the contractor has:

1. Caused a circular clearly printed in boldfaced 12-point type font and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work.
2. Maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

e. At or before the commencement of work, the Contractor shall give notice in writing to employees or by posting, of the number of hours and days per week the employees may be required to work. [279C.520(2)(5)]

19. Medical Care and Workers Compensation [ORS 279C.530]

a. Pursuant to ORS 279C.530(1), Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

b. Pursuant to ORS 279C.530(2), All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers Compensation coverage unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

20. Retainage

The withholding of retainage by a contractor or subcontractor on public improvement contracts shall be in accordance with ORS 701.420. [ORS 279C.555] "Retainage" means the difference between the amount earned by a contractor on a public improvement contract and the amount paid on the contract by the City. [ORS 279C.550] Moneys retained by a contracting agency under ORS 279C.570(7) shall either be: (a) retained in a fund by the City and paid to the contractor in accordance with ORS 279C.570; or (b) At the election of the contractor, paid to the contractor in accordance with the two options below:

- The contractor may deposit bonds, securities, or other instruments with the City or in any bank or trust company to be held in lieu of the cash retainage for the benefit of the contracting agency. In such event the City shall reduce the retainage in an amount equal to the value of the bonds, securities or instruments. and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Interest on the bonds or securities shall accrue to the contractor. {or}
- If the contractor elects, the City shall deposit the retainage, as accumulated, in an interest-bearing account in a bank, savings bank, trust company or savings association for the benefit of the City. Earnings on the account shall accrue to the contractor.

If the contracting agency incurs additional costs as a result of the exercise of the options in ORS 279C.560(1) or (5), the City may recover such costs from the contractor by reduction of the final payment. As work on the contract progresses, the contracting agency shall, upon demand, inform the contractor of all accrued costs. Bonds and securities deposited or acquired in lieu of retainage, as permitted above, shall be of a character approved by the City Attorney and City Finance Director, including but not limited to:

a. Bills, certificates, notes or bonds of the United States.
b. Other obligations of the United States or its agencies.
c. Obligations of any corporation wholly owned by the federal government.
d. Indebtedness of the Federal National Mortgage Association.
e. General obligation Bond of the State of Oregon or a political subdivision thereof.

Unless the City finds that accepting a bond or instrument poses an extraordinary risk that is not typically associated with such bond or instrument, the contractor may deposit a surety bond for all or any portion of the amount of funds retained, or to be retained, by the City in a form acceptable to the City. The bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retainage under ORS 279C.550 to 279C.570 and 279C.600 to 279C.625. The City shall reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the contractor in accordance with ORS 279C.570. Whenever a City accepts a surety bond from a contractor in lieu of retainage, the contractor shall accept like bonds from any subcontractor or supplier from which the contractor has retainage. The contractor shall then reduce the retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier. [279C.560]

21. Progress Payments

a. Payment for all work under the Contract will be made promptly by the City at the price or prices bid, and those prices shall include full compensation for all approved incidental work.

b. Contractor shall make progress estimates of work performed in any calendar month and submit to the City for approval, before the fifth of the following month, or as mutually agreed between the Contractor and City. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed. The City may include in payments eighty five percent (85%) of the cost to Contractor of materials or equipment not yet incorporated in the Work but delivered and suitably stored at the site, or at some other location agreed upon in writing. Such a payment shall be conditioned upon submission by the Contractor of bills of sale or such other documentation satisfactory to the City Attorney to establish the City's title to such materials or equipment or otherwise protect the City's interest including applicable insurance and transportation to the site, and a statement from Contractor explaining why it is necessary to procure said equipment and/or materials. When such payments are made, the Contractor warrants and guarantees that the title to all materials and equipment covered by a progress payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances. Notwithstanding the above, when the progress estimate indicates that the progress payment would be less than one thousand dollars ($1,000), no progress payment will be made for that estimate period, unless approved by the City.

c. If the Contract price is determined, in whole or in part, on a Lump Sum basis, Contractor shall prepare an itemized cost breakdown relating thereto and have the City approve same before commencing work; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the City, Contractor shall provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

d. If the Contract price is determined wholly on a unit basis, City may use unit prices bid in making progress estimates on the work. In case said unit prices do not, in the opinion of the City, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.

e. If the City receives written notice of any unsettled claims for damage or other costs due to Contractor's operations including, without limitation, claims from any City Department or other governmental agency, an amount equal to the claim may be withheld from the progress payments, final payments or retainage until such claim has been resolved to the satisfaction of City.

f. Progress payments will be made by City on a monthly basis within thirty (30) days from sign off by the Contractor of the progress payment or fifteen (15) days after the payment is approved by City of work performed, whichever is the earlier date. Failure to pay progress payments within the timeframe set forth above will result in the imposition of interest as required by ORS 279C.570(2)(3). Defective or improper invoices will be addressed as set forth in ORS 279C.570(4)(5)(6).

g. Payment will be issued by City for the amount of the approved estimate, less five percent (5%) retainage. Except as provided in paragraph 19 above and the applicable ORS Sections noted herein, such amount of retainage shall be withheld and retained by City until it is included in and paid to Contractor as part of the final payment of the Contract amount. Upon Substantial Completion of the work under the Contract which shall be understood to be not less than ninety-seven and one-half percent (97.5%) of the work, the City may, at its discretion, reduce the retained amount equivalent to not less than one hundred percent (100%) of the contract value or estimated value or estimated cost, whichever is greater, of the work remaining to be done. [279C.570(7)]

h. The City may decline to approve an application for payment and may withhold such approval if, in the City's opinion, and in good faith, the work has not progressed to the point indicated by the Contractor's submittal. The City may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, City may nullify the whole or any part of any payment previously made to such extent as may be necessary in their opinion to protect the City from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the work will not be completed within the Contract time, (6) unsatisfactory prosecution of the work by the Contractor, (7) claims against the Contractor by the City, (8) failure to submit a construction schedule or failure to keep said construction schedule updated, or (9) exceeding work limits. When any or all of the criteria set forth above have been remedied satisfactorily to the City, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments, except as provided in ORS 279C.570(9).

i. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted, or progress or other payments allowed until the Project is completed, unless approved otherwise by City. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. A progress payment is not considered acceptance or approval of any work or materials or waiver of any defects therein. [ORS 279.570(2)].

22. Final Estimate and Final Payment

a. SUBSTANTIAL COMPLETION. Contractor shall notify the City in writing when all or a portion of the work is considered substantially complete. If it appears to the City that the work is not substantially complete, the City shall not make an inspection. The City may make a general list of major work components remaining. If it appears that the work is substantially complete, the City shall, within fifteen (15) days after receiving notice, make an inspection and either accept the work or notify Contractor of work yet to be performed. If accepted, City shall prepare a Certificate of Substantial Completion, **Exhibit E.** Upon acceptance of the Certificate of Substantial Completion by both parties, the City shall be responsible for operation and maintenance of that part of the work described in the Certificate of Substantial Completion, subject to the warranty requirements and protection of the work and all other applicable terms of the

contract documents. The date of substantial completion of all the work shall stop the accrual of liquidated damages, if applicable.

b. FINAL COMPLETION. Contractor shall notify the City in writing when work is 100% complete. If it appears to the City that the work is not 100% complete, the City shall not make a final inspection. The City may make a general list of major work components remaining. If it appears that the work is 100% complete, the City shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. A Certificate of Final Completion shall not be prepared until all provisions of the Contract have been met, including but not limited to, the submission by the Contractor of a signed Certificate of Compliance, **Exhibit F** and executed "Release of Liens and Claims" (**Exhibit G**).

When the work is 100% complete, the City shall prepare a final pay estimate and Certificate of Final Completion accepting the work as of a certain date. The Contractor shall execute and return the final pay estimate and Certificate of Final Completion within five (5) working days of receipt. Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts Ownership of the work and the start date of the warranty period. The contractor may substitute a Warranty Bond in replacement of the Performance and Payment Bonds in accordance with Section 29. The City shall include in the final pay estimate an addition to the contract amount for any contract deduction from the contract amount for any liquidated damages and a deduction from the contract price in a fair and equitable amount for any damages to the City or for any costs incurred or likely to be incurred by the City due to Contractor's failure to meet any contract provision or specification other than timely completion.

If the Contractor believes the quantities and amounts specified in the final pay estimate prepared by the City to be incorrect, Contractor shall submit to the City within five (5) working days of receipt of the City's final pay estimate, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said period is expressly waived and the City shall not be obligated to pay the same.

The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from errors of computation in the final estimate within a period of one (1) year following the original mailing of the City's final estimate and Certificate of Final Completion to the Contractor's last known address as shown in the records of City. The City's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Final Completion or revised final estimate and Certificate of Final Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that Contractor might have had.

Upon return of the fully executed Certificate of Final Completion from the Contractor, the City will submit the Certificate of Final Completion and final estimate to the City for

approval. Upon approval and acceptance by the City, Contractor will be paid a total payment equal to the amount due under the Contract including retainage within thirty (30) days in accordance with ORS 279C.570. Failure to pay within 30 days shall implicate the interest on final payment/ retainage requirements of ORS 279C.570(8).

Monies earned by the Contractor are not due and payable until the procedures set forth in the contract documents for inspection, approval and acceptance of the work; for determination of the work done and the amount due therefore; for the preparation of the final estimate and Certificate of Final Completion and processing the same for payment; for consideration of the Contractor's claim, or claims, if any; and for the preparing of a revised final estimate and Certificate of Final Completion and processing same for payment all have been carried out.

As a prerequisite to final payment, if Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor will provide City with evidence that the requirement of ORS 279A.120(3) has been satisfied.

If City declares a default of the Contract, and Surety completes said Contract, all payments made after declaration of default and all retainage held by City shall be paid to Surety and not to Contractor in accordance with the terms of the Contract.

Acceptance by Contractor of final payment shall release City from any and all claims by Contractor whether known or unknown, arising out of and relating to the work. No payment, however, final or otherwise, shall operate to release Contractor or its Sureties from warranties or other obligations required in the performance of the Contract.

Disputes as to compensation resolved in favor of the contractor implicate the interest provisions of ORS 279.570(9).

23. Change Orders / Extra Work

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the contract, one from the other. Only the City designated Contracting Officer or individual with delegated contracting authority can authorize extra (and/or changed) work and compensation. Such authorization must be in writing. The parties expressly recognize that, except when such order is in writing by an individual with delegated authority, City personnel are not authorized to order extra (and/or) changed work or to waive contract requirements or authorize additional compensation. Failure of the Contractor to secure City authorization for extra work shall constitute a waiver of any and all claims or rights to adjustment in the contract price or contract time due to such unauthorized extra work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed by Contractor without express and prior authorization of the City.

24. Contractor/Subcontractor Payment Obligations

a. The Contractor is required to 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 this contract:
    i. 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 City under such contract; [279C.580(3)(a)] and
    ii. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, 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 paragraph (a)(i) above. A contractor or first-tier subcontractor shall 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 City or contractor when payment was due. The interest penalty shall be:
        A. For the period beginning on the day after the required payment date and ending on the date on which payment of the amount is due made; and
        B. Computed at the rate specified in ORS 279C.515(2). [279C.580(3)(b)]
b. The Contractor is further required to include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of section a. above in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier. [279C.580(4)]
c. The Contractor shall not request payment of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount. [279C.570(1)].
d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsections (3) and (4) of ORS 279C.580 does not constitute a dispute to which the City is a party. The City shall not be included as a party in any administrative or judicial proceeding involving such a dispute. [279C.580(2)]
e. The Contractor shall 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. [ORS 279C.505(1)(a)] The Contractor shall pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or Subcontractor incurred in the performance of the contract. [ORS 279C.505(1)(b)] The Contractor shall not permit any claim or lien to be filed or prosecuted against the City and shall be fully responsible for any lien or claim filed against the City on account of any labor or material furnished. [ORS 279C.505(1)(c)]

The Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [ORS 279C.505(1)(d)]

f. Pursuant to ORS 279C.515(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 Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract.

g. Pursuant to ORS 279C.515(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 improvement contract within 30 days after receipt of payment from the 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 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.

h. Pursuant to ORS 279C.515(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.

i. Pursuant to ORS 279C.515(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.

j. Living Wage Rates: If the amount of this contract is **$XXXX** or more, and Contractor is not paying prevailing wage for the work, Contractor must comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in this chapter, to all employees performing work under this contract and to any subcontractor who performs 50% or more of the work under this contract. Contractor must post the attached Living Wage Notice predominantly in areas where it will be seen by all employees.

25. Inspection and Acceptance

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

26. Liquidated Damages

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also

recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City a dollar amount per day based on calculations set forth in the Oregon Standard Specifications for Construction and the Special Provisions for this project, for each and every day that elapses in excess of the contract time or the final adjusted contract time. If no such dollar amount is specified, the applicable liquidated damages rate shall be five hundred dollars ($500) per day for each day the work exceeds the contract time of the final adjusted contract time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

Any sums due as liquidated damages shall be deducted from any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time. Permitting the Contractor to continue and finish the project work or any part thereof after the contract time, or adjusted contract time, has expired shall in no way operate as a waiver on the part of the City or any of its rights under this contract. The City may in its discretion grant the Contractor an extension of time upon a showing made by the Contractor that the work has been unavoidably delayed by conditions beyond the control of the parties.

27. Liability, Indemnity and Hold Harmless

Contractor warrants that all its work will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release. The Contractor shall hold harmless, indemnify, and defend City, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work, actions or failure to perform actions, and other activities of Contractor or its officers, employees, subcontractors or agents, under this contract, including the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents except liability arising out of the sole gross negligence of the City and its employees. The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the City, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury. Contractor waives any and all statutory or common law rights of defense and indemnification by the City. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the

remainder of this indemnification. Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section. In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

28. Insurance

The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in **Exhibit B.** All costs for such insurance shall be borne by the Contractor and shall be included in the contract price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is also cause for immediate termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract. The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

29. Performance, Payment and Warranty Bonds / Notice of Bond Claims

At the time of execution of the Contract, the Contractor shall furnish: (1) Performance Bond and (2) Payment Bond written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract and in accordance with ORS 279.380. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the obligations of Sections 27 and 30, all applicable laws and the prompt payment of all persons supplying labor and/or material for prosecution of the work. The bond(s) or other financial assurance is subject to approval by the City.

Contractor shall furnish a separate warranty bond written by a corporate surety or other financial assurance, in an amount equal to 10% of the final amount of the contract. The City may permit the warranty amount to be included in the initial performance and payment bonds. The warranty bond or other financial assurance shall be in effect for a period of one year from the date of Final Completion. The City may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs.

The notice of claim on a bond required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the contractor at any place the contractor maintains an office or conducts business or at the residence of the contractor. Notwithstanding the above, if the claim is for a required contribution to a fund of any employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 150 days after the employee last provided labor or materials.

The notice of claim must be in writing substantially as set forth in ORS 279C.605(3)-(5).

30. One-Year Warranty

In addition to and not in lieu of any other warranties required under the Contract, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of completion due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year warranty period shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

31. Nondiscrimination in Labor

No person shall be subject to discrimination in the receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age, sexual orientation or national origin. Contractor shall comply with provisions of Owner's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status or age if the individual is 18 years of age or older. Particular reference is made to ORS 659A.030, which states that it is unlawful employment practice for any employer, because of the race, religion, color, sex, national origin, marital status or age if the individual is 18 years or older or because of the race, religion, color, sex, national origin or age of any other person with whom the individual associates, or because of a juvenile record that has been expunged pursuant to ORS 419A.260 and ORS 419A.262 of any individual, or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of

employment. Any violation of this provision shall be considered a material violation of the Agreement and shall be grounds for cancellation, termination, or suspension in whole or in part (q).

32. Construction Debris and Yard Waste

Contractor shall salvage or recycle construction and demolition debris, if feasible and cost effective. If the contract includes lawn and landscaping maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost effective. [ORS 279C.510(1) & (2)]

33. Environmental Regulations

Pursuant to ORS 279C.525(1), the following is a list of federal, state and local agencies which have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the contract.

Federal Agencies:

Agriculture, Department of
Forest Service
Soil Conservation Service
Commerce Department of
National Oceanic and Atmospheric Administration (NOAA)
National Marine Fisheries Service (NMFS)
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,
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
Occupational Safety and Health Administration
Transportation, Department of
Coast Guard
Federal Highway Administration
Water Resources Council

State Agencies:

Administrative Services, Department of
Agriculture, Department of
Consumer & Business Services, Department of
Oregon Occupational Safety & Health Division
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
Land Conservation and Development Commission
Parks and Recreation, Department of
Soil and Water Conservation Commission
State Engineer
State Land Board (Lands, Division of State)
Water Resources Department

Local Agencies:

City of Ashland
City Council (Ashland Municipal Code)
County Courts
County Commissioners of Jackson County,
County Service Districts
Sanitary Districts
Water Districts
Fire Protection Districts
Historical Preservation Commissions
Planning Commission

If the Contractor awarded the project is delayed or must undertake additional work by reason of existing ordinances, rules or regulations of agencies not cited above or due to the enactment of new or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City may:

(a) Terminate the contract;
(b) Complete the work itself;
(c) Use non-City forces already under contract with the City;
(d) Require that the underlying property owner be responsible for cleanup;
(e) Solicit bids for a new contractor to provide the necessary services; or
(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

The solicitation documents make specific reference to known conditions at the construction site that may require the successful bidder to comply with the ordinances, rules or regulations identified above. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the successful bidder and not discoverable by a reasonable pre-bid

visual site inspection, and the condition requires compliance with the ordinances, rules or regulations enacted by the governmental entities identified above, the successful bidder shall immediately give notice of the condition to the contracting agency. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the Contractor shall not commence work nor incur any additional job site costs in regard to the condition encountered and described in subsection (3) of this section without written direction from the contracting agency. Upon request by the City, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the contracting agency for resolution. Within a reasonable period of time following delivery of an estimate of this section, the City may:

(a) Terminate the contract;
(b) Complete the work itself;
(c) Use non-City forces already under contract with the City;
(d) Require that the underlying property owner be responsible for cleanup;
(e) Solicit bids for a new contractor to provide the necessary services; or
(f) Issue the contractor a change order setting forth the additional work that must be undertaken.

If the City chooses to terminate the contract under either subsection (a) of this section, the Contractor shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of the work completed. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor. If the contracting agency causes work to be done by another contractor under either subsection (c) or (e) above, the initial contractor may not be held liable for actions or omissions of the other contractor. The change order under either subsection (f) of this section shall include the appropriate extension of contract time and compensate the contractor for all additional costs, including overhead and reasonable profits, reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The City shall have access to the contractor's bid documents when making the contracting agency's determination of the additional compensation due to the contractor.

Notwithstanding the above, the City has allocated all or a portion of the known environmental and natural resource risks to a Contractor by listing such environmental and natural resource risks in the solicitation documents.

34. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that work or materials do not conform in fact to the Contract. City shall not be precluded or estopped, notwithstanding any such

measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach.

35. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

36. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction 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 term or provision held invalid.

37. Attorney's Fees

If a suit or action is filed to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

38. Business License

The Contractor shall obtain a City of Ashland business license as required by City ordinance prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided in this contract.

39. Notices/Bills/Payments

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of Ashland
Kaylea Kathol
Public Works/Street Department
20 E. Main Street
Ashland, OR 97520

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

40. Conflict of Interest

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

41. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT B
PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the Project Manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

Commercial General Liability insurance on an occurrence basis, with a combined single limit of not less than ☐ $1,000,000 or ☒ $2,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

☒ Required by City ☐ Not required by City

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than ☐ $1,000,000 or ☒ $2,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

☒ Required by City ☐ Not required by City

☐ Builders Risk *(Check here if required)* insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

The Contractor shall defend, indemnify, and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT C

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I am authorized to act on behalf of the entity named below and certify under penalty of perjury that it is a corporation.

Entity: _____

Signature: _____

Date: _____

B. CONTRACTOR IS INDEPENDENT.

Independent Contractor Standards. As used in various provisions of ORS Chapters including but not limited to 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of ORS 670.600 are met.

Contractor certifies that the following standards are met:

1. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Contractor is registered under ORS chapter 701 if the Contractor provides labor or services for which such registration is required.
7. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
8. Contractor represents to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check four or more of the following:)

____ A. The labor or services are primarily carried out at a location that is separate from Contractors residence or is primarily carried out in a specific portion of Contractors residence, which is set aside as the location of the business.

____ B. Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.

____ C. Telephone listing is used for the business that is separate from the personal residence listing.

____ D. Labor or services are performed only pursuant to written contracts.

____ E. Labor or services are performed for two or more different persons within a period of one year.

____ F. Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

If any action is taken by a person or enforcement agency relating to Contractor's independent contractor status in connection with this contract, Contractor shall defend, hold harmless and indemnify the CITY of ASHLAND, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

Contractor:

By: _____

Title: _____

Date: _____

EXHIBIT D BOND FORMS (PERFORMANCE & PAYMENT)

PERFORMANCE BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____
Dollars ($_____).

Contractor and City have entered into a written contract dated _____, for the following project: ***EAST MAIN PARK PUBLIC IMPROVEMENTS, Project No. 2024-16.*** This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract in accordance with the plans, specifications and conditions of the contract within the time prescribed by the Contract, as required by ORS 279C. 380 through 279C.385, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.380 through 279C.390.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.
6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows.

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

WITNESS:

(Corporate Seal)

CONTRACTOR: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

PAYMENT BOND

The undersigned _____, as principal, further referred to in this bond as Contractor, and _____, as surety, further referred to in this bond as Surety, are jointly and severally bound unto City of Ashland, as obligee, further referred to in this bond as City, in the sum of _____
Dollars ($_____).

Contractor and City have entered into a written contract dated _____, for the following project: ***EAST MAIN PARK PUBLIC IMPROVEMENTS, PROJECT No. 2024-16.*** This contract is further referred to in this bond as the Contract and is incorporated into this bond by this reference.

The conditions of this bond are:

1. If Contractor faithfully performs the Contract within the time prescribed by the Contract, and promptly makes payment to all claimants, as defined in ORS 279C.600 through 279C.620, then this obligation is null and void; otherwise it shall remain in full force and effect.

2. If Contractor is declared by City to be in default under the Contract, the Surety shall promptly remedy the default, perform all of Contractor's obligations under the contract in accordance with its terms and conditions and pay to City all damages that are due under the Contract.

3. This bond is subject to claims under ORS 279C.600 through 279C.620.

4. This obligation jointly and severally binds Contractor and Surety and their respective heirs, executors, administrators, successors.

5. Surety waives notice of modification of the Contract or extension of the Contract time.

6. Nonpayment of the bond premium shall not invalidate this bond.

7. The bond number and the name, address, and telephone number of the agent authorized to receive notices concerning this bond are as follows:

Bond Number: _____

Bond Agent: _____

Address: _____

_____

Telephone: _____

SIGNED this _____ day of _____ 20___.

WITNESS:

(Corporate Seal)

CONTRACTOR: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

WITNESS:

(Corporate Seal)

SURETY: _____

By: _____

Title: _____

Legal Address: _____

_____

Attest: _____
Corporate Secretary

EXHIBIT E
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: EAST MAIN PARK PUBLIC IMPROVEMENTS

Project Number: 2024-16

Owner: City of Ashland

Contractor: _____

Contract Date: _____

☐ This Certification of Substantial Completion applies to ***all Work*** under the Contract Documents.
☐ This Certification of Substantial Completion ***applies to the following specified parts*** of the Contract Documents:

The Work to which this Certificate applies has been inspected by authorized representatives of the City and Contractor, and found to be substantially complete and is also the date of commencement of applicable warranties required by the Contract Documents, * (except as attached.) The Work is hereby declared to be substantially complete with the Contract Documents on:

_____
Date of Substantial Completion

☐ A Punch-List of items to be completed or corrected is attached hereto. This list may not be all inclusive, and failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the CONTRACTOR within _____ days of the above date of Substantial Completion.
☐ * A list of "excepted" Warranty items is attached hereto.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Issued by City:		**Accepted by Contractor:**	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT F
CERTIFICATE OF COMPLIANCE

To: City of Ashland
20 East Main St.
Ashland, OR 97520

From: _____

PROJECT: EAST MAIN PARK PUBLIC IMPROVEMENTS

PROJECT No. 2024-16

I, (We) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications and contract documents for the above work, and that:

1. If required by law, not less than the prevailing rates of wages have been paid to laborers, workmen and mechanics employed on this work.

2. There have been no unauthorized substitutions of materials; substitutions or assignment of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the City prior to the start of such subcontracted work.

3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.

4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid.

5. All private property and easement areas have been satisfactorily restored in accordance with the contract.

6. If Contractor is not domiciled in or registered to business in the State of Oregon, Contractor has reported to the Oregon Department of Revenue such information and in the manner as required by ORS 279A.120(3).

Contractor:

By: _____

Title: _____

Date: _____

EXHIBIT G
CONTRACTOR'S RELEASE OF LIENS AND CLAIMS

[THIS SWORN STATEMENT IS A PREREQUISITE TO CERTIFICATE OF FINAL COMPLETION]

To: City of Ashland **From:** _____

20 East Main St. _____

Ashland, OR 97520 _____

PROJECT: EAST MAIN PARK PUBLIC IMPROVEMENTS

PROJECT No. 2024-16

In connection with our request for final payment for the above project, I, _____ hereby state that:

all subcontractors and suppliers on this project have been paid in full,
all obligations on the project have been satisfied,
all monetary claims and indebtedness on this project have been paid, and
all disputes with property owners have been resolved.

There are no liens or claims of any kind outstanding or threatened against the project.

Furthermore, I agree to indemnify and hold harmless CITY of ASHLAND from any and all claims for labor or materials furnished under the contract for the above project.

SWORN STATEMENT
I hereby certify, under penalty of perjury and false swearing, that the foregoing statements are true and correct.

Dated this ____ day of _____, 20____.

Contractor: By:_____

Title:_____

STATE OF OREGON)
) ss.
County of _____)

Signed and sworn to (or affirmed) before me on _____ [Date], 20___ [Year] by _____ [Name(s) of Individuals Making Statement].

(Official Stamp)

_____
Notary Public for Oregon

EXHIBIT H
CERTIFICATE OF FINAL COMPLETION

Project Name: EAST MAIN PARK PUBLIC IMPROVEMENTS
Project Number: 2024-16
Owner: City of Ashland
Contractor:
Contract Date:
Substantial Completion Date:
Final Inspection Date:

I hereby certify that I have completed my contract, furnished the materials, and performed the work as shown by the final estimate of the City, according to the plans and specifications.

Contractor:

By: _____

Title: _____

Date: _____

The City has determined the project is 100% complete in compliance with all contract documents. Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts ownership of the work and the start date of the warranty period.

City:

By: _____

Title: _____

Date: _____

EXHIBIT I
CITY OF ASHLAND NONDISCRIMINATION AND EQUAL OPPORTUNITY POLICY FOR CONTRACTORS

1. GENERAL POLICY OF NON-DISCRIMINATION

It is the policy of the City of Ashland to promote equal opportunity to all persons regardless of race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation, in respect to employment, public services, facilities and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation which must be assumed by the Contractor as well. Because in some cases religion, sex, age, or disability may properly be the basis for denial or restriction of privileges with respect to employment, public services, facilities or accommodations, the following more specific obligations, terms, or conditions shall apply.

2. DISCRIMINATION BECAUSE OF RELIGIOUS BELIEF

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to religion if every reasonable effort has been made to accommodate the particular religious beliefs or practices of an employee or applicant for employment, but such accommodation cannot be made without undue hardship to the employer.

3. DISCRIMINATION BECAUSE OF SEX

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which accords an employee or applicant different treatment because of sex, if such rule, standard, practice, or decision is based upon a bona fide occupational qualification which the employer cannot, without undue hardship, modify or waive to accommodate the employee or applicant.

With respect to public services, facilities, and accommodations the Contractor shall be deemed to have complied with the general obligation of according equal opportunity notwithstanding any rule, standard, practice, or decision which restricts or limits access to such on a basis of sex where:

A. Physical facilities such as restrooms, bathing facilities, dressing rooms, etc. must be segregated on the basis of sex to accord personal privacy or comply with local, state, or federal law, or ordinance, or administrative regulation; or

B. The content or subject matter of a program or service is clearly of benefit to persons of a particular sex only because it deals with medical, psychological, or sociological factors inherently linked to the characteristics of one sex only, or its effectiveness in providing benefit to persons of one sex would be unreasonably and adversely affected by the participation of persons of the opposite sex.

4. DISCRIMINATION BECAUSE OF DISABILITY

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled if every reasonable effort has been made to accommodate any physical or mental disabilities of an employee or applicant, but such

accommodations cannot be made without undue hardship to the employer; or where, because of such disability, the employee or applicant cannot meet a bona fide occupational qualification that cannot be waived or modified without undue hardship to the employer.

With respect to public services, facilities and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity to persons who are physically or mentally disabled where:

A. Architectural barriers limiting access to facilities owned or occupied by the Contractor cannot be eliminated without structural alterations, and are permitted to remain under the provisions of the Oregon State Structural Specialty Code; or

B. A program or activity, viewed in its entirety, is readily accessible to and usable by persons who are physically or mentally disabled.

C. The purpose of the program, service, or facility is to provide a special benefit to persons characterized by a particular handicap in some respect specially related to the educational, medical, psychological, mobility, social or economic needs of persons so disabled.

5. DISCRIMINATION BECAUSE OF AGE

With respect to terms and conditions of employment and hiring only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity regardless of age where:

A. Certain positions include duties which must, by law or ordinance, be performed by persons over a certain age, and the employer cannot accommodate the employment of a person under that minimum age without undue hardship;

B. The employee or applicant has passed any applicable age established by the Congress of the United States beyond which an employer may reject an employment application or mandate an employee's retirement.

With respect to public services, facilities, and accommodations only, the Contractor shall be deemed to have complied with the general obligation of according equal opportunity without regard to age where:

A. The purpose of the service, facility, or accommodation is to benefit or serve persons under 18 years of age or their adult custodians in some respect specially related to the needs of such persons; or

B. The purpose of the service, facility, or accommodation is to benefit or serve persons 65 years of age or older in some respect specially related to the educational, medical, psychological, mobility, social, or economic needs common to persons of that age group.

6. DEFINITIONS

As used in this Policy, there are several terms specifically defined in various federal, state, and local laws, ordinances, and administrative regulations applicable either because of the City's receipt of federal or state funds, or because they are general laws and ordinances prohibiting discrimination. In addition, judicial and administrative decisions have created an additional body of law further defining these terms in their application. Because of the magnitude and complexity of these various legal definitions and interpretations, it is not

possible to provide exhaustive definitions herein. The Contractor should be guided by the following general rules:

A. Where two separate legal definitions or interpretations may apply in a given situation, the one according the greatest degree of protection to the person entitled to their protection shall govern.

B. "Disability" and "handicap" are intended to be synonymous.

C. The Contractor is not entitled to advisory opinions or advice from City representatives as regards the specific application of this policy. It is up to the Contractor, and their own legal counsel to ascertain compliance with this policy, federal, state and local law. The City expressly disclaims any responsibility for the Contractor's reliance on advice or opinions given by City representatives.

D. The Contractor is cautioned that restrictions in deeds, leases, collective bargaining agreements, and other contracts may not in every case justify an otherwise discriminatory act, policy, or practice. The Contractor must, at his own risk and expense, comply with this Policy regardless of contractual restrictions which do not justify Contractor's acts, policies, or practices.

7. ADVERTISING AND PROMOTIONAL MATERIAL

A. In all advertising, postings, and promotional material relating to hiring, the Contractor shall include the following statement:

"_____(name of contractor)_____ is an equal opportunity employer and does not discriminate in hiring, promotion, layoff, discipline, transfer, compensation, or other terms of employment because of a person's race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation."

EXCEPTION: In "classified" advertising the Contractor need only include the statement "An Equal Opportunity Employer".

B. In all advertising, postings, and promotional material relating to programs and services funded in whole or in part under a contract with the City of Ashland, the Contractor shall include the following statement:

"This _____(program or service as applicable)_____ is open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap or political affiliation. For further information about this equal opportunity policy, contact __(name of contractor's representative)__ at __(phone number)__.

8. RETALIATION

The Contractor shall not, in any manner, accord different or unequal treatment to or in any way discriminate against any person because of such person's filing of or participation in any grievance or complaint of discrimination contrary to its policy, whether such grievance or complaint is logged with the City of Ashland, or any state or federal court or agency.

9. GRIEVANCE PROCEDURE

During the term of this Contract, and for at least six months thereafter, the Contractor shall conspicuously display the attached "Notice: Your Rights to Have Discrimination Complaints Heard" in locations accessible to the public at its principal office and all other premises within the City of Ashland where it conducts any operations. Likewise, the Contractor shall fully cooperate with the designated representative of the City of Ashland and state and

federal civil rights compliance agencies in investigating, mediating, and otherwise handling complaints or grievances concerning this Policy.

10. VIOLATIONS

Violation by the Contractor of any provision of this Policy may, in addition to any remedy accorded an aggrieved person, be cause for termination of the Contract, debarment from participation in future City of Ashland contracts, or both.

June 1, 2026

Alyson Fowler
Pilot Rock Excavation
356 Bateman Dr.
Central Point, OR 97502

RE: NOTICE OF INTENT TO AWARD A CONTRACT FOR EAST MAIN PARK PUBLIC IMPROVEMENTS, PROJECT NO. 2024-16

Dear Ms. Fowler

On May 28, 2026 the City of Ashland received three responsive bids for construction services for the above-referenced project. The results of the bids are shown in the enclosed bid summary.

It is the City's intent to award a contract to the apparent low bidder, Pilot Rock Excavation, in the amount of $386,340, contingent upon City Council approval at the June 16, 2026 business meeting.

Thank you for your diligence and efforts in preparing and submitting your bid on behalf of the City of Ashland. If you have questions regarding bids received or the selection process, please feel free to contact me at 541-488-5587 or email@ashland.or.us.

Sincerely,

Kaylea Kathol
Sr. Project Manager

Enclosure (1)

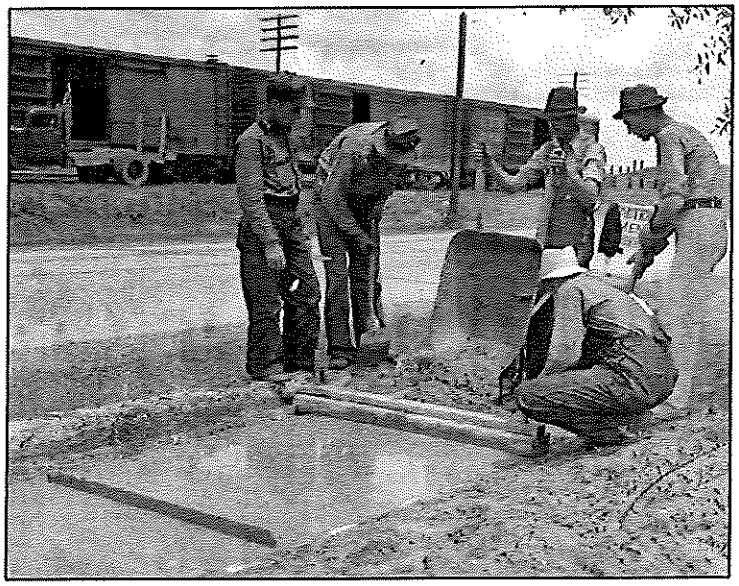
CC: Piper von Chamier
Todd Powell

Pilot Rock Excavation

CITY OF ASHLAND
Department of Public Works

Invitation to Bid

Sealed Bid / Formal Procurement



Project Number: **2024-16**

Project Name: **EAST MAIN PARK PUBLIC IMPROVEMENTS**

Project Type: **ROAD, PEDESTRIAN & STREETSCAPE IMPROVEMENTS**

BIDS DUE BY: May 28, 2026 at 1:00 PM PDT

CITY OF ASHLAND
Better Together

ADDENDUM NO. 1

to the Invitation to Bid Documents for
Project No. 2024-16, East Main Park Public Improvements

This addendum, issued on **May 18, 2026**, affects the contract documents for the above-referenced project and shall be deemed an integral part of the solicitation.

SUBMITTAL DEADLINE / SOLICIATION SCHEDULE
No changes

AMENDMENTS

1. Public Improvement Contract, Section 2.2, page 25: Changes the party responsible for payment of permits and fees:

   WAS: Contractor shall secure all municipal, County, State, or Federal Permits or licenses including payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work.

   IS: Contractor shall **apply for** all municipal, County, State, or Federal Permits or licenses. The City shall **provide** payment of permit fees, license fees, and royalties necessary for or incidental to the performance of the Work.

QUESTIONS AND ANSWERS

1. Q: The bid documents reference all permit fees to be paid by the contractor. There is no line item on either Bid Schedule for permit fees. Please clarify if all permits are to paid for by the contractor.
   A: See Amendment 1, above. The Contractor will apply for all required permits, and the City will pay all permit fees. Any contract reference to the Contractor furnishing permits shall mean submitting a permit-ready application. The Contractor must coordinate with the City's Project Manager when payment is due.

2. Q: Please confirm costs related to utility providers and SDC's will be paid by the City.
   A: SDC's and utility provider costs will be paid by the City.

3. Q: There is a bid item for Curb and Gutter, but not one for the Std Curb shown to be installed. Where should we place that quantity?
   A: The only standard curb that is proposed on the PIP drawings is for the back of the curb ramps. This line item should be rolled into the Curb Ramp designation.

4. Q: Aggregate base quantities are split between street and sidewalk. Where should the aggregate base for the curb and gutter be placed?
   A: Aggregate Base under the proposed curb and gutter should be rolled into the Street Aggregate quantity.

5. Q: Is aggregate base to be measured in CY by the trucks, or in place and compacted?
   A: Aggregate base is to be measured in place and compacted.

6. Q: Please confirm 3rd party special inspections will be paid for by the owner and coordinated by the contractor.
   A: The Contractor will be responsible for hiring and coordinating 3rd party special inspectors. The cost of inspection services should be incorporated into the bid.

7. Please confirm bidders are to assume that roadway work can be completed during normal working hours with traffic control measures in place, and this work is not required to be completed at night.
   A: Confirmed. Work will be completed during normal working hours with traffic control measures in place.

INFORMATION & ATTACHMENTS

1. CAD drawings are attached
2. Pre-bid attendance sheet is attached

***** END OF ADDENDUM *****

ADDENDUM NO. 2

to the Invitation to Bid Documents for
Project No. 2024-16, East Main Park Public Improvements

This addendum, issued on **May 22, 2026**, affects the contract documents for the above-referenced project and shall be deemed an integral part of the solicitation.

SUBMITTAL DEADLINE / SOLICIATION SCHEDULE

No changes

AMENDMENTS

1. C7.0 has been amended to update the sheet index.
2. C7.2 has been amended to include additional information to plan and profile views.
3. C7.21 has been added to include additional information to plan and profile views.

QUESTIONS AND ANSWERS

1. **Q:** The trench patch for the new water lines seems to be shown on both the PIP plans and the Phase 1 plans. Can you confirm that the trench patch is only for the PIP portion or is there the expectation that this will need to be redone during the Phase 1 project?
   A: All trenching within the public Right-of-Way shall be a part of the PIP only.

2. **Q:** What are the intended depths for the storm drain piping and structures on sheet C7.2?
   A: C7.2 has been amended to show the depths of storm pipes and structures.

3. **Q:** Where does the water line from Abbot stop for this part of the project?
   A: The PIP set only includes the water services to the meters.

4. **Q:** Does BI 15 cover the aggregate base under the bus stop pad or incidental to BI 25?
   A: No, please add additional base for under the bus stop pad.

5. **Q:** Is BI 18 intended to include the weed control geotextile in the planting areas detail (RD721/C7.7) or is that incidental to landscaping costs? ?
   A: Weed control geotextile is not required. The ROW landscape strips will be seeded with grass, rather than the 'non-planted softscape' section shown in RD721. See L8.1 for seed mix, quantities, etc.

INFORMATION & ATTACHMENTS

1. Amended sheet C7.0
2. Amended sheet C7.2
3. Additional sheet C7.21

***** END OF ADDENDUM *****

CITY OF ASHLAND
Department of Public Works

BID FORM

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ASHLAND, JACKSON COUNTY, OREGON, AS STATED IN THE COMPLETED BID SCHEDULE, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ASHLAND, COMMUNITY DEVELOPMENT BUILDING, 51 WINBURN WAY, ASHLAND, OREGON 97520.

NAME OF BIDDER Pilot Rock Excavation Inc

CONTACT Alyson Fowler

ADDRESS 356 Bateman Dr.

CITY Central Point **STATE** OR **ZIP** 97502

TELEPHONE NO. 541-779-4916

FAX NO. 541-423-8419

EMAIL ADDRESS Admin@pilotrockx.com

To the Honorable Mayor and City Council
City Hall
City of Ashland
20 East Main Street
Ashland, Oregon 97520

In response to the City of Ashland's Invitation to Bid, this Bid is submitted as an offer by the undersigned to enter into a contract with the City of Ashland for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonably incidental to, the construction of EAST MAIN PARK PUBLIC IMPROVEMENTS No. 2024-16 (hereinafter "Project") for the City of Ashland, Oregon. The Project includes the contract documents on file at City Community Development Building. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Ashland to the terms and prices herein submitted.

1. The undersigned has familiarized itself with the nature and extent of the Contract Documents, the project work, the site, the locality, the general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local

conditions, and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.

2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.

3. It is understood that the City shall investigate and determine the qualifications of the apparent low responsive bidder prior to awarding the contract. The City shall reject any bid by a nonqualified or disqualified bidder. The City of Ashland reserves the right to reject for any good cause any or all bids, waive formalities, or to accept any bid which appears to serve the best interests of the City. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject all bids for good cause upon a finding that it is in the public interest to do so. Evaluation of bids will be based on minimum requirements established by the specifications and compliance with conditions of the Notice to Contractors and Invitation to Bid, and compliance with City public contracting rules.

4. The deadline to file a written protest or request, pursuant to the Instructions to Bidders to change contract terms, conditions or specifications is not less than ten (10) calendar days prior to bid opening. Bid closing may be extended by the City to consider a protest or request.

5. All of the contract documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of Ashland, Oregon, in a form substantially similar to that attached Agreement and agree to be bound to the terms and conditions of said contract and solicitation documents.

6. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached, and they shall be accepted as part of the contract when issued.

7. The undersigned agrees that upon written acceptance of this bid s/he will, within 10 working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

   Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 10% of the awarded contract;

   Certificates of Insurance for Liability and property damage coverage;

Certificates of Coverage for Workman Compensation and unemployment insurance;

All other bonds, permits, licenses, etc. as required in the contract documents.

8. It is understood that all the work will be performed under a lump sum or unit price basis and that for the lump sum or unit price all services, materials, labor, equipment, and all work necessary to complete the project in accordance with the plans and specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the contract are approximate only and payment shall be made at the unit prices named for the actual quantities incorporated in the completed work. If there shall be an increase in the amount of work covered by the lump sum price, it shall be computed on a basis of "extra work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Owner. Furthermore, it is understood that any estimate with respect to time, materials, equipment, or service which may appear on the plans or in the specifications is for the sole purpose of assisting the undersigned in checking the undersigned's own independent calculations and that at no time shall the undersigned attempt to hold the Owner, the Engineer, or any other person, firm or corporation responsible for any errors or omissions that may appear in any estimate.

9. The undersigned submits the unit prices as those at which he will perform the work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

10. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "BID SCHEDULE".

11. In stating prices, it is understood that the prices include all materials and work required to complete the project in accordance with the Contract Documents, the plans and the specifications. If any material, item, or service required by the plans and specifications has not been mentioned specifically in the "BID SCHEDULE," the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "BID SCHEDULE."

12. The City reserves the right to cancel this solicitation or to reject any and all bids in whole or in part when the cancellation or rejection is in the best interests of the City as determined by the City in accordance with ORS 279B.100

13. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance, and all other incidental expenses to cover the finished work of the several kinds called for.

14. Upon receipt of written notice of the acceptance of its bid, Bidder shall execute a formal contract with the City within ten (10) days, deliver surety bond or bonds as required, and deliver required proof of insurance. The bid security attached in the sum of ten percent (10%) of the total price for the bid or combination of bids is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

15. If the proposed bid price will exceed $50,000.00 the undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a) bidder agrees to comply with the Davis- Bacon Act requirements. "Prevailing Wage Rates for Public Works Contracts in Oregon," which are incorporated herein by reference, and can be accessed at: https://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

16. The undersigned shall furnish bonds required by the specifications and comply with the laws of the Federal Government, State of Oregon and the City of Ashland which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.

17. Accompanying this Offer is a certified check, cashier's check or a bid bond, for the sum of 10%, payable to the City of Ashland, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of Ashland. If the bid is not accepted, the bid security accompanying this Offer shall be returned to the undersigned.

18. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 to 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage shall be included in the contract, or in the alternative, if the project is to be funded with federal funds and is subject to the Davis-Bacon Act (40 U.S.C. §276a), bidder agrees to comply with the Davis-Bacon Act requirements. The undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. [OAR 137-049-0200(1)(a)(J)].

19. The undersigned certifies that the undersigned Contractor is eligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.

20. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.

21. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to the follow work schedule as stated below.

- The work shall be commenced within ten (10) business days after receipt of the written Notice to Proceed.
- The undersigned agrees that the "Time of Completion" shall be as defined in the specifications and that the bidder will complete the work within the number of consecutive calendar days stated for each schedule after "Notice to Proceed" has been issued by the Owner. Bidder furthermore agrees to pay as liquidated damages, for each calendar day thereafter, the amounts shown in Standard Conditions, for each day the project remains incomplete.

22. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0230(1)] Bidder understands that failure to have a current CCB license shall result in rejection of this bid.

23. The undersigned bidder is licensed by the State Landscape Contractors Board, *if applicable*, the license is current and valid, and the bidder's registration number is stated below. [OAR 137-049-0200(1)(a)(K)] Bidder understands that failure to have a current LCB license shall result in rejection of this bid.

24. In determining the lowest responsible bidder, City shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
    - The Bidder is __X__ or is not _____ a Resident Bidder as defined in ORS 279A.120.

25. The undersigned hereby represents that no Councilor, Commissioner, officer, agency or employee of the City of Ashland is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;

26. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud.

27. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract. [OAR 137-049-0200(1)(c)(B)]

28. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal.

29. The City of Ashland may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.

30. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in this Solicitation and the Contract Documents.

31. The bidder understands that the City reserves the right to make changes to the Notice to Contractors / Invitation to Bid and the resulting contract by written addenda, prior to the closing time and date. The City will transmit addenda to registered plan holders but shall publish notice of any addenda on City's website (www.ashland.or.us) at the Public Works page. The addenda may be downloaded or picked up at the Department of Public Works, 51 Winburn Way, Ashland, Oregon. The bidder must check the website and Public Works bulletin board frequently until closing.

    The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Bid Schedule.

    ADDENDUM NUMBER 1 THROUGH 2 HAVE BEEN REVIEWED

32. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. OAR 137-049-0200(1)(b)(C). Whether a bidder is responsible will be determined by ORS 279C.375 and the City's completion of the attached Bidder Responsibility Determination Form.

33. The bidder shall comply with ORS 279.370 and the attached "First-Tier Subcontractors Disclosure" form and instruction. The City may reject any bids that fail to submit to the requirements outlined in the First-Tier Instruction form. If applicable, the First-Tier Subcontractor Disclosure Form shall be attached to this Invitation to Bid.

34. **Bidder Information and Signature**

PILOT ROCK EXCAVATION INC
Firm Name of Bidder

Signature of Bidder

ALYSON FOWLER
Printed Name of Bidder

PRESIDENT
Official Title

OREGON
State of Incorporation

157139
CCB Number

Dated this 28 day of MAY 2026

BID SCHEDULE
EAST MAIN PARK PUBLIC IMPROVEMENTS
Project No. 2024-16

BID SCHEDULE:
EAST MAIN PARK PUBLIC IMPROVEMENTS

	Item	Item Description	Bid Unit	QTY	Unit Cost $	Item Total $
TEMPORARY FEATURES AND APPURTENANCES						
	1	Mobilization	LS	1	10,000 -	10,000-
	2	Temporary Tree Protection	LS	1	3,000 -	3,000-
	3	Temporary Protection and Direction of Traffic, Complete	LS	1	51,000-	51,000-
	4	Temporary Work Access and Containment	LS	1	100-	100-
	5	Erosion Control	LS	1	3,500-	3,500-
	6	Temporary Construction Entrance	Each	1	2,000-	2,000-
	7	Concrete Washout Facility	Each	1	500-	500-
	8	Inlet Protection, Type 3	Each	7	200-	1,400-
	9	Inlet Protection, Type 7	Each	1	150-	150-
	10	Pollution Control Plan	LS	1	500-	500-
ROADWORK						
	11	Construction Survey Work	LS	1	2,800-	2,800-
	12	Removal of Structures and Obstructions, including storm drain, culvert	LS	1	7,000-	7,000-
	13	Cold Plane Pavement Removal, 3-4 Inches Deep	Sq Yd	442	7-	3,094-
	14	Clearing and Grubbing	LS	1	7,000-	7,000-
	15	3/4" - 0" Crushed Aggregate Base Rock (sidewalks)	Cu Yd	84	75-	6,300-
	16	3/4" - 0" Crushed Aggregate Base Rock (street)	Cu Yd	103	75-	7,725-
	17	4" - 0" Crushed Aggregate Subbase Rock (street)	Cu Yd	206	65-	13,390-
	18	Woven 5-oz Geotextile Fabric	Sq Yd	618	2-	1,236-
WEARING SURFACES						
	19	Extra for Asphalt Approaches	Each	2	500-	1,000-
	20	Level 2, 1/2 Inch ACP Mixture	Ton	79	225-	17,775-
	21	Concrete Curbs and Gutter	Foot	768	38-	29,184-
	22	Curb Ramps	Each	3	3,500-	10,500-
	23	Concrete Sidewalks	Sq Ft	4116	10.50	43,218-
	24	Reinforced Concrete Driveway Approaches	Sq Ft	717	17-	12,189-
	25	Reinforced Concrete Pad at Bus Shelter	Sq Ft	82	22-	1,804-
	26	Truncated Domes on new Curb Ramps (Brick Red)	Sq Ft	43	55-	2,365-
DRAINAGE AND SEWERS						
	27	8 Inch PVC Drain Pipe, incl. trenching and backfill	Foot	22	60-	1,320-

	Item	Item Description	Bid Unit	QTY	Unit Cost $	Item Total $
	28	10 Inch PVC Irrigation Pipe, incl. trenching and backfill	Foot	13	70-	910-
	29	12 Inch PVC Drain Pipe, incl. trenching and backfill	Foot	607	75-	45,525-
	30	Concrete Inlets, Type CG-3	Each	6	2,500-	15,000-
	31	Ditch Inlets, Type D	Each	1	2,100-	2,100-
	32	Connection To Existing Structures	Each	2	500-	1,000-
	33	Minor Adjustment of Manhole Lids	Each	2	500-	1,000-
	34	4 Inch Sanitary Sewer Pipe, incl. trenching and backfill	Foot	22	50-	1,100-
	35	Sewer Service tap into Ex. Sewer Main	Each	1	500-	500-
PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES						
	36	8" Thermoplastic White Travel Lane Striping	Foot	589	4-	2,356-
	37	6" Thermoplastic White Bike Lane Striping	Foot	371	4-	1,484-
	38	Type B-HS Bicycle Lane Stencil with Straight Arrow	Each	4	425-	1,700-
	39	Pavement Stop Bar, Type B-HS	Sq Ft	18	19-	342-
	40	Pavement Legend, Type B-HS: Continental Crosswalk	Sq Ft	180	19-	3,420-
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
	41	Remove and Reinstall Existing Signs	Each	3	300-	900-
	42	Luminaires, Lamps and Ballasts	Each	3	2,600-	7,800-
	43	Switching, Conduit, and Wiring	LS	1	9,600-	9,600-
	44	Pole Foundations	Each	3	1,600-	4,800-
	45	Lighting Poles and Arms	Each	3	2,500-	7,500-
RIGHT OF WAY DEVELOPMENT AND CONTROL						
	46	Lawn Seeding	Sq Yd	431	3-	1,293-
	47	Topsoil, imported	Cu Yd	72	80-	5,760-
	48	Compost	Cu Yd	36	80-	2,880-
	49	Root Barrier	Foot	138	15-	2,070-
	50	Deciduous Trees, 2" caliper	Each	14	500-	7,000-
WATER SUPPLY SYSTEMS						
	51	Irrigation System	LS	1	20,000-	20,000-
	52	Minor Adjustment to Ex. Boxes	Each	1	250-	250-
				BID TOTAL		$ 386,340

Name of Authorized Representative	*Total Written in Dollars*
ALYSON FOWLER	Three hundred eighty-six thousand, three hundred forty dollars
Authorized Representative Signature	*Date*
Alyson Fowler	MAY 28, 2026

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: EAST MAIN PARK PUBLIC IMPROVEMENTS

Project Number: 2024-16

Bid Closing Date and Time: May 28, 2026 at 1:00 PM PDT

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.)

Subcontractor Name	Dollar Value	Category of Work
Picollo Concrete	$95,000	Concrete

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

Form Submitted by (Bidder Name): Pilot Rock Excavation Inc

Contact Name: Mike Ussary

Phone No.: 541-779-4916

Bond No. HA-A310-0033

BID BOND FORM

We, Pilot Rock Excavation, Inc., a corporation or partnership duly organized under the laws of the State of Oregon, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, Hudson Insurance Company, a corporation or partnership duly organized under the laws of the State of Delaware, and authorized to transact business in the State of Oregon, as **"SURETY,"**

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of Ashland, Oregon, (**OBLIGEE**) the sum of ($10% of Bid Amount), Ten Percent (10%) of Bid Amount Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for ***EAST MAIN PARK PUBLIC IMPROVEMENTS, Project No. 2024-16*** which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 28 day of May, 2026.

Hudson Insurance Company	Pilot Rock Excavation, Inc.
Surety	Principal
100 William St., 5th Floor, New York, NY 10038	356 Bateman Drive, Central Point, OR 97502
Address	Address
By Tamara A. Ringeisen ATTORNEY-IN-FACT	By

Attorney -in-Fact

[A certified copy of the Agent's Power of Attorney must be attached hereto.]

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

HUDSON INSURANCE GROUP

Bond Number HA-A310-0033

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Tamara A. Ringeisen, Lois F. Weathers, Travis J. Robles

of the State of Oregon

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (25,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of November, 2025 at New York, New York.

: seal)

HUDSON INSURANCE COMPANY

Attest.....
Karen L. Colonna
Corporate Secretary

By.....
Andrew A. Dickson
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 1st day of November, 2025 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY NOTARY PUBLIC STATE OF NEW YORK

.....
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2029

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Karen L. Colonna** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 28 day of May, 2026.

seal)

By.....
Karen L. Colona, Corporate Secretary

Council Business Meeting

Date: June 16, 2026

Agenda Item	Resolution 2026-13 - Placing the Fremont Cottonwood at 380 Clay Street on the City of Ashland Heritage Tree List
Department	City Manager's Office
From	Jordan Rooklyn

TIME ESTIMATE
5 minutes

CATEGORY
Ordinance/Resolution - a motion is needed to adopt the ORD. or RESO.

SUMMARY
If approved, the Fremont Cottonwood at 380 Clay Street will be placed on City of Ashland's Heritage Tree list.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION
A Heritage Tree is defined as a specific tree in Ashland that is deserving of special status due to distinctive form, size, age, location, species, unique qualities, or historical significance (AMC 18.4.5.060). If a tree is designated as a Heritage Tree, a Tree Removal Permit is required for removal unless it meets other exempt definitions pursuant to AMC 18.5.7.020(C).

Nomination Process
A person may nominate, with written consent of the property owner, a tree for consideration as a Heritage Tree. Once nominated, the Tree Management Advisory Committee shall review the nomination and make a written final recommendation to City Council. City Council will review the recommendation and make the final determination of the Heritage Tree status.

Designation Process
If a tree is designated a Heritage Tree, the tree shall be included on the Heritage Tree list adopted by resolution of the City Council,. A Heritage Tree may be removed from the list upon written request by the property owner. The City Recorder shall then remove the Heritage Tree from the list and cause to be filed with the county recording office a quitclaim deed quitclaiming any interest of the City resulting from the listing.

380 Clay Street
The City of Ashland currently owns the property at 380 Clay Street. On the property is large, historic Fremont Cottonwood that received a Tree of the Year designation in 2013. The City is undergoing a process to sell the property and, during that process, has received community feedback to designate the tree a heritage Tree. While the specific tree is already provided the highest level of protection per AMC Chapter 184.5 Tree Preservation and Protection, the Heritage Tree designation is a way to honor the tree and the community's support of it.

On April 7, 2026, City Council directed the City Manager to submit a Heritage Tree nomination for the Fremont Cottonwood to the Tree Management Advisory Committee. The City Manager submitted the nomination on April 16th, the Tree Management Advisory Committee reviewed the nomination on April 30th, and have recommended the tree for designation. The attached memo represents the final written recommendation to designate the Fremont Cottonwood as a Heritage Tree.

If Resolution 2026-13 is approved, the Fremont Cottonwood at 380 Clay Street will be placed on City of Ashland's Heritage Tree list.

FISCAL IMPACTS
None

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to approve Resolution 2026-13.

REFERENCES & ATTACHMENTS
1. Resolution 2026-13 Heritage Tree
2. Written Recommendation from Tree Management Advisory Committee
3. Heritage Tree Nomination Packet_380 Clay St

RESOLUTION NO. 2026-13

A RESOLUTION PLACING THE FREMONT COTTONWOOD AT 380 CLAY STREET ON THE CITY OF ASHLAND HERITAGE TREE LIST

RECITALS:

A. Ashland Municipal Code 18.4.5.060 establishes the City of Ashland Heritage Tree designation for trees that are deserving of special status due to distinctive form, size, age, location, species, unique qualities, or historical significance.

B. The Fremont Cottonwood (Populus fremontii) located at 380 Clay Street and referred to as the 'Tree of Hope' is of significant size, age, and importance to the Ashland community.

C. The tree stands approximately 75 feet tall, measures 6 feet in diameter at breast height, and spreads its canopy over 70 to 90 feet. As a fully mature specimen of exceptional stature and community significance, it has prompted substantial citizen efforts to protect it from development and was designated Ashland's Tree of the Year in 2013.

D. The Tree Management Advisory Committee has recommended the Tree of Hope for a Heritage Tree designation.

E. The City of Ashland owns 380 Clay Street and it is the desire of City Council to designate the Tree of Hope as a Heritage Tree.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The "Tree of Hope" Fremont Cottonwood located at 380 Clay Street is designated as a local Heritage Tree and is thus included on the City of Ashland Heritage Tree List.

SECTION 2. This resolution is effective upon adoption.

This resolution was duly PASSED and ADOPTED this _____day of _____, and takes effect upon signing by the Mayor.

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

May 5, 2026

MEMO

RE: Nomination of the Tree of Hope for designation as an Ashland Heritage Tree

To: Admin

From: Aaron Anderson, *Senior Planner*

Background: The Ashland City Council, at its regular meeting on April 7, 2026, directed the City Manager to formally request that the Fremont cottonwood (Populus fremontii) located at 380 Clay Street be considered for inclusion on the City's Heritage Tree list pursuant to AMC 18.4.5.060, in recognition of its significance and contribution to the community.

The Ashland Tree Management Advisory Committee (Tree-MAC) reviewed the April 16th letter from the City Manager at their April 30th meeting. The Tree MAC enthusiastically agree and endorse the Heritage Tree nomination for the 'Tree of Hope' at 380 Clay St.

If there are any questions, please don't hesitate to contact me at 541-552-2052.

Respectfully,

/s/ Aaron Anderson

Aaron Anderson, Senior Planner
City of Ashland, Planning Division
(541) 552-2052 or aaron.anderson@ashland.or.us

ADMINISTRATION
CITY MANAGER'S OFFICE
Sabrina Cotta, City Manager
Jordan Rooklyn, Deputy City Manager

To: Tree Management Advisory Committee
RE: Nomination for Heritage Tree at 380 Clay Street
Date: April 16, 2026

This letter confirms that the Ashland City Council, at its regular meeting on April 7, 2026, directed the City Manager to formally request that the Fremont cottonwood (Populus fremontii) located at 380 Clay Street be considered for inclusion on the City's Heritage Tree list pursuant to AMC 18.4.5.060, in recognition of its significance and contribution to the community. Materials submitted by local citizens, including documentation of the tree's age, size, ecological value, and longstanding community recognition, substantiate its significance and support its eligibility for designation and are hereby attached. As the City of Ashland is the owner of the property at 380 Clay Street, this letter serves as the City's consent as property owner for the nomination and consideration of this tree for Heritage Tree designation.

In the submission of this nomination, I want to give special recognition to community members Cici Brown, Bryan Holley, and Carol Voisin for collecting and preparing the attached nomination materials.

Sincerely,

Sabrina Cotta

Sabrina Cotta
City Manager

ADMINISTRATION
CITY MANAGER'S OFFICE
20 East Main Street
Ashland, Oregon 97520
ashlandoregon.gov
Tel: 541.488.6002
Fax: 541.488.5311
TTY: 800.735.2900
sabrina.cotta@ashlandoregon.gov
jordan.rooklyn@ashlandoregon.gov

Nomination of Fremont Cottonwood
To City of Ashland's Heritage Tree List

We are nominating the Fremont cottonwood (*Populus fremontii*), referred to for many years as the 'Tree of Hope' located at 380 Clay Street, to be added to the City of Ashland's Heritage Tree list based on the language in Ashland Municipal Code Section 18.61.025 (Heritage Trees).

This tree stands 75 feet tall, is 6 feet in diameter at breast height, and spreads its canopy over 70 to 90 feet. Although this species is native to America's southwest, this tree and four others that used to stand with it in a small grove, (now gone) has adapted to Ashland's weather and climate and has survived everything from strong winds to heat domes and extended droughts. A city arborist recently assessed the tree as being healthy with a projected lifespan of at least 50 more years. A tree-coring conducted by an arborist some years ago suggested that the tree might be about 250 years old. As one of the largest and most beautiful trees in Ashland, the Tree of Hope was voted by citizens as Tree of the Year in 2013.

Apart from the pleasure humans derive from appreciating this magnificent tree, it also provides habitat to many bird species and no doubt provides home to many insects as well as a healthy mycelium structure underground. Over the last 20 years, it has also prompted citizen efforts to protect it, with over a thousand signing a petition and many citizens joined in community to lobby elected officials and city staff to save it from development and/or removal. Until the property was fenced, a respected local arborist donated many hours to pruning this tree to keep it healthy and strong. Its location near housing developed by the Housing Authority of Jackson County means it is a landmark and a treasure to the neighbors who live near it.

We are including photographs of the Tree of Hope as well as an online link to a short, locally produced video at YouTube that documents both the tree and citizen efforts to save it. Previous city councilors and city staff knew the history of this tree and citizen efforts to save it, but recent city councils have voted to sell the property with little or no memory of this tree's civic history.

To remedy this loss of historical memory and continuity, we feel the best way to recognize and honor citizen efforts over time to protect this tree is to complete the process by naming it a Heritage Tree. Since this property is owned by the city, we ask the mayor, a councilor, the council or city staff to write a statement that confirms the property owner's support and consent for the nomination and designation. In so doing, the City of Ashland will acknowledge the wishes of many, many citizens and the hope that the Tree of Hope will be permanently protected will finally be realized.

Respectfully submitted,
Cici Brown
Bryan Holley
Carol Voisin

2 Ft. Of Snow 2013

FREMONT COTTONWOOD
(POPULUS FREMONTII)
SELECTED AS ASHLAND'S
TREE OF THE YEAR
2013

Council Business Meeting

Date: June 16, 2026

Agenda Item	Resolution 2026-14 - Relating to Solid Waste Management Service Rates and repealing Resolution No. 2025-14
Department	City Manager's Office
From	Jordan Rooklyn

TIME ESTIMATE
20 minutes

CATEGORY
Ordinance/Resolution - a motion is needed to adopt the ORD. or RESO.

SUMMARY
Annual rate increase request from Recology Ashland pursuant to Franchise Agreement and AMC 9.50.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION
Recology Ashland, Inc, has a Franchise Agreement with the City of Ashland for solid waste management and collection services. The terms of that agreement are established by AMC 9.50 and Resolution 2014-23 Administrative Operations Standards and Rules.

Per AMC 9.50, Recology's rates will be set by Council resolution that considers the following goals:

- Rates shall be adjusted annually equal to the January-to-January change in the Consumer Price Index - Pacific.
- Rates shall be adequate to provide an operating margin equal to 10-percent of franchise-wide gross revenues. THe City, however, shall not be required to change rates if the expected operating margin in the next future year falls between 8-percent and 12-percent.

Following these guidelines, Recology has requested a rate increase of 8.75%, effective July 1, 2026. This rate increase will allow Recology to stay within the 8-12% operating margin set by Ashland Municipal Code and helps offset the increased costs of fuel, labor, and disposal rate over the coming year.

FISCAL IMPACTS
This has no significant direct fiscal impact to the City. The adjustment amounts to an increase of $2.30 per month for the typical residential customer.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to adopt Resolution 2026-14.

REFERENCES & ATTACHMENTS
1. Resolution 2026-14 - Recology Rate Increase
2. Ashland Proposed Rate Sheet
3. Letter of Request: Recology Rate Increase

RESOLUTION NO. 2026-14

A RESOLUTION RELATING TO SOLID WASTE MANAGEMENT SERVICE RATES AND REPEALNG RESOLUTION 2025-14

RECITALS:

A. The Franchise Agreement for Solid Waste Management and Collection Services was adopted by the City Council as Ordinance No. 3090 (AMC 9.50) in 2013 and the associated Administrative Operations Standards and Rules most recently adopted by Resolution No 2014-23 (the "Agreement");

B. AMC 9.50.050(C) Francise Term establishes the franchise agreement to be granted for a period of ten years, beginning December 1, 2013, with subsequent seven-year terms renewing annually, unless prior notice of request to terminate is submitted by either the City or the franchisee a minimum of (90) days prior to the renewal date.

C. AMC 9.50.050(H) Establishment and Modification of Service Rates and Fees establishes that rates shall be set by Council resolution that considers the following goals:

   a. Rates shall be adjusted annually equal to a specified Consumer Price Index change.

   b. Rates shall be adequate to provide an operating margin equal to 10-percent of franchise-wide gross revenues. However, the City shall not be required to change rates if the expected operating margin in the next future year falls between eight (8%) and twelve percent (12%) of gross revenues.

D. The City holds a Franchise Agreement for Solid Waste Management and Collection Services with Recology Ashland, Inc.

E. Neither the City nor Recology provided prior notice of request to terminate.

F. Recology has requested a rate increase of 8.75% effective July 1st, 2026.

G. The City concurs with the documentation provided by Recology that a service rate increase of 8.75% is above the specified CPI rate of 2.9%, but that the rate increase will allow Recology to stay within the operating margin cap as specified in the Ashland Municipal Code.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Solid Waste Management Service rates and fees are hereby increased by 8.75%, effective July 1, 2026.

SECTION 3. Resolution No. 2025-14 is hereby repealed in its entirety.

SECTION 3. This resolution is effective upon adoption.

This resolution was duly PASSED and ADOPTED this _____day of _____, and takes effect upon signing by the Mayor.

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

_____
Tonya Graham, Mayor

Reviewed as to form:

_____
Johan Pietila, City Attorney

Recology Ashland

City of Ashland Rates

Proposed Increase July 1, 2026 [8.75%]

Residential Rates	**July 1, 2026**
32 Gallon Cart	$ 28.63
32 Gallon Bear Cart	$ 36.06
Add'l 32 Gallon Trash Cart	$ 32.64
64 Gallon Cart	$ 59.78
64 Gallon Bear Cart	$ 67.21
96 Gallon Cart	$ 90.92
32 Gallon Trash On-Call per Setout	$ 13.02
96 Gallon Green Waste Cart	$ 10.99
Additional Green Waste Cart	$ 3.13
32 Gallon Recycle Only Cart	$ 7.84
64 Gallon Recycle Only Cart	$ 7.84
96 Gallon Recycle Only Cart	$ 9.40
Recycling On-Call per Setout	$ 6.22
Additional Recycling Cart	$ 3.13
Not on Service 1st Can	$ 21.24
Extra - 1 Can/Large Bag Each	$ 9.44
Extra - 1 Small Bag Each	$ 4.72
Extra Service - Green Waste Cart	$ 6.91
Recycle only 1st Cart	$ 5.12

Go-in Rates	**July 1, 2026**
Off curb up to 40 Yards	$ 9.40
40 yards to 1/2 mile	$ 25.26
1/2 Mile to 1 Mile	$ 50.51
Beyond 1 Mile	$ 84.09

NOTE: Lifeline customers qualify for a 30% discount from residential rates.

Recology Ashland

City of Ashland Rates

Proposed Increase July 1, 2026 [8.75%]

Commercial Cart Rates	**July 1, 2026**
32 Gallon 1 x Week	$ 28.63
32 Gallon 2 x Week	$ 59.78
32 Gallon 3 x Week	$ 90.92
32 Gallon 4 x Week	$ 122.08
32 Gallon 5 x Week	$ 153.22
32 Gallon 6 x Week	$ 184.35
64 Gallon 1 x Week	$ 59.78
64 Gallon 2 x Week	$ 122.08
64 Gallon 3 x Week	$ 184.35
64 Gallon 4 x Week	$ 246.62
64 Gallon 5 x Week	$ 308.93
64 Gallon 6 x Week	$ 371.20
96 Gallon 1 x Week	$ 90.92
96 Gallon 2 x Week	$ 184.35
96 Gallon 3 x Week	$ 277.77
96 Gallon 4 x Week	$ 371.20
96 Gallon 5 x Week	$ 464.61
96 Gallon 6 x Week	$ 558.03
32 Gallon Commerical Organics Cart	$ 10.99
96 Gallon Green Waste Cart	$ 10.99
32 Gallon Recycle Only Cart 1 x Week	$ 7.84
32 Gallon Recycle Only Cart 2 x Week	$ 15.68
32 Gallon Recycle Only Cart 3 x Week	$ 23.53
64 Gallon Recycle Only Cart 1 x Week	$ 7.84
64 Gallon Recycle Only Cart 2 x Week	$ 15.68
64 Gallon Recycle Only Cart 3 x Week	$ 23.53
96 Gallon Recycle Only Cart 1 x Week	$ 9.40
96 Gallon Recycle Only Cart 2 x Week	$ 18.82
96 Gallon Recycle Only Cart 3 x Week	$ 28.23

Recology Ashland

City of Ashland Rates

Proposed Increase July 1, 2026 [8.75%]

Container Rates	July 1, 2026
1 Yard 1 x Week	$ 156.68
1 Yard 2 x Week	$ 274.63
1 Yard 3 x Week	$ 393.54
1 Yard 4 x Week	$ 511.02
1 Yard 5 x Week	$ 628.24
1 Yard 6 x Week	$ 744.54
1.5 Yard 1 x Week	$ 204.47
1.5 Yard 2 x Week	$ 355.55
1.5 Yard 3 x Week	$ 507.80
1.5 Yard 4 x Week	$ 662.54
1.5 Yard 5 x Week	$ 808.45
1.5 Yard 6 x Week	$ 957.44
2 Yard 1 x Week	$ 255.37
2 Yard 2 x Week	$ 446.13
2 Yard 3 x Week	$ 661.19
2 Yard 4 x Week	$ 815.59
2 Yard 5 x Week	$ 1,000.94
2 Yard 6 x Week	$ 1,184.68
3 Yard 1 x Week	$ 348.83
3 Yard 2 x Week	$ 649.85
3 Yard 3 x Week	$ 853.21
3 Yard 4 x Week	$ 1,103.46
3 Yard 5 x Week	$ 1,353.24
3 Yard 6 x Week	$ 1,601.07
4 Yard 1 x Week	$ 444.67
4 Yard 2 x Week	$ 762.41
4 Yard 3 x Week	$ 1,082.58
4 Yard 4 x Week	$ 1,399.14
4 Yard 5 x Week	$ 1,715.07
4 Yard 6 x Week	$ 2,028.60
5 Yard 1 x Week	$ 543.50
5 Yard 2 x Week	$ 930.03
5 Yard 3 x Week	$ 1,319.57
5 Yard 4 x Week	$ 1,704.58
5 Yard 5 x Week	$ 2,088.82
5 Yard 6 x Week	$ 2,470.04
6 Yard 1 x Week	$ 646.08
6 Yard 2 x Week	$ 1,104.17
6 Yard 3 x Week	$ 1,566.01
6 Yard 4 x Week	$ 2,022.20
6 Yard 5 x Week	$ 2,477.44
6 Yard 6 x Week	$ 2,928.93

Extra Service 1 Yard Container	$ 52.32
Extra Service 1.5 Yard Container	$ 57.38
Extra Service 2 Yard Container	$ 72.39
Extra Service 3 Yard Container	$ 137.21
Extra Service 4 Yard Container	$ 182.95
Extra Service 5 Yard Container	$ 228.68
Extra Service 6 Yard Container	$ 274.09

2 - 96 Gallon Carts Equal to 1 Yard Container	$ 156.68
3 - 96 Gallon Carts Equal to 1.5 Yard Container	$ 204.47
4 - 96 Gallon Carts Equal to 2 Yard Container	$ 255.37
96G Waste Bear Proof Cart	$ 100.03
3-96G Bear Crt EQ to 1.5YD	$ 222.27

Recology Ashland

City of Ashland Rates

Proposed Increase July 1, 2026 [8.75%]

Debris Box Rates	**July 1, 2026**
7 Yard per Load	$ 257.75
10 Yard per Load	$ 320.24
25 Yard per Load	$ 536.75
40 Yard per Load	$ 858.65
DB Haul Fee 10yd (non-trash)*	$ 177.09
DB Haul Fee 25yd (non-trash)*	$ 325.80
*fee may be reduced depending on value of commodity	
Daily Rent <1 Year	$ 22.00
Monthly Rent 10yd box (> 1 year)	$ 122.76
Monthly Rent 25yd box (> 1 year)	$ 163.67
DB Direct Haul to landfill - haul fee only. Disposal extra	$ 571.89
Box Relocate Fee	$ 55.29

Compactor per Pickup Rates	**July 1, 2026**
1 Yard per Load	$ 50.79
2 Yard per Load	$ 101.54
3 Yard per Load	$ 152.29
4 Yard per Load	$ 203.06
8 Yard per Load	$ 406.11
15 Yard per Load	$ 608.51
20 Yard per Load	$ 752.01
25 Yard per Load	$ 895.53
30 Yard per Load	$ 1,039.08

Medical Waste Rates	**July 1, 2026**
1 Gallon Medical Waste	$ 36.07
2 Gallon Medical Waste	$ 43.92
15 Gallon Medical Waste	$ 47.06
34 Gallon Medical Waste	$ 86.29

Fees & Other Charges	**July 1, 2026**
Restart Fee (after suspend)	$ 15.00
Cart re-delivery fee	$ 20.00
Go Back Fee	$ 20.00
Standing Time Fee per minute	$ 3.55
Recycle Center Surcharge	$ 1.60

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Recology Ashland
WASTE ZERO

Sabrina Cotta, City Manager
City of Ashland
20 East Main Street
Ashland, OR 97520

June 11, 2026

Dear Ms. Cotta:

We are formally submitting our request for a rate increase of 8.75%, to be applied equally across all rate structures. Our proposed rate sheet and accompanying financial statement and projections for 2026 are enclosed with this letter.

This adjustment is in response to multiple factors, including a 3.65% increase in disposal at Dry Creek Landfill as well as increased costs for labor, insurance and fuel. We are also continuing to invest in modernizations across our own operations.

Please note the increase has an effective date of July 1, 2026. This differs from our usual April 1st effective date for CPI increases since we are presenting to Council on June 16th.

This adjustment amounts to an increase of $2.30 per month for the typical residential customer. The following haven't been adjusted and remain the same, consistent with prior years: Restart Fee, Cart re-delivery fee, Go Back fee and Recycle Center Surcharge

Please let me know if you have any questions, and we look forward to meeting with councilors.

Sincerely,

Robert Long, General Manager
Recology Ashland Inc.

Council Business Meeting

Date: June 16, 2026

Agenda Item	Development of Concept Plan & Management Plan for the Madrone Ridge Property
Department	City Manager's Office
From	

TIME ESTIMATE
15 minutes

CATEGORY
Staff Direction - provide direction to staff on the body's desired next steps.

SUMMARY
Seeking Council approval for initiating the development of a Concept Plan and a Management Plan for the Madrone Ridge Property

POLICIES, PLANS & GOALS SUPPORTED
Wildfire mitigation; expanded recreation access

BACKGROUND AND ADDITIONAL INFORMATION
Western Rivers Conservancy and Madrone Ridge Property
The Madrone Ridge property is 1,974 acres that sits along the western edge of the City of Ashland, west of downtown. The property is the largest private property between the UGB and more than 50,000 acres of National Forest land, providing an important wildfire mitigation location, and approximately 270 acres of the property are within the Ashland Creekwatershed, which is the City's primary drinking water source.

Western River Conservancy is a conservation non-profit whose model is to purchase private property and transfer those lands to a permanent conservation steward. WRC has entered into a Purchase and Sale Agreement for the Madrone Ridge property from the current landowners, with the goal of the City of Ashland ultimately acquiring the property and serving as the long-term owner and steward. The closure of the purchase must occur on or before September 30, 2027.

Consulting Agreement with Western Rivers Conservancy
In February 2025, the City of Ashland entered into a consulting agreement with Western Rivers Conservancy (WRC). WRC is providing due diligence investigations, identifying funding sources, preparing messaging materials, and preparing acquisition documents. In exchange, the City is paying Western Rivers Conservancy $75,000 over three years. This agreement expires at the date of acquisition or on September 30, 2027, whichever occurs earlier.

Funding Status
The total cost of the Madrone Ridge property is $7,415,000. WRC has secured 75% of acquisition funding ($5.560 million) through the US Forest LEgacy Program and is currently applying for grants to secure the remaining 25% non-federal match ($1.855 million).

Current Step: Development of a Concept Plan & Management Plan
The property has been identified as a potential opportunity to provide trail connectivity, expanded recreational activities, wildfire protection and forest management, and educational use. To further flesh out these potential opportunities and

- Concept Plan: a concept plan is a preliminary planning tool that illustrates a broad vision or idea before investing into detailed engineering or final designs. A concept plan is usually a stakeholder-led process

that helps ensure that property use, layout, environmental constraints, and other factors are aligned before any heavier investment occurs. The Concept Plan is also a useful tool for applying for grants.
- Management Plan: a management plan details how specific portions of the property would be managed, based on its seasonal use. This comes after the use of the property is more clearly defined (via the Concept Plan) and will detail annual maintenance needs and estimated costs for each particular portion/use of the property.

Planning Approach
To develop a robust Concept Plan and associated Management Plan, WRC and the City will convene a stakeholder group that will work together over a period of three months under a hired facilitator. The process will include at least one public meeting for community feedback on the group's proposed concept plan. WRC will provide funding for the facilitator and any needed technical information the group may need.

- Time Period: August - October
- Number of Meetings: 3-5 stakeholder meetings, with at least one public meeting
- Identified Stakeholder Representatives:
    - Trail Representative
    - Lomakatsi Representative
    - Conservation Specialist
    - Fire Mitigation Specialist
    - Jackson County
    - Rogue Workforce Partnership
    - SOU Environmental Science Department
    - K-12 Education Representative
    - Tribal Liaison

Next Steps
The following decision points are expected to come before Council over the next year:

- Summer/Fall 2026: Review and acceptance of grant agreement for the US Forest Legacy Program; review of Concept Plan and Management Plan
- February 2027: If full funding is not secured, City Council will determine if they would like the City to fund remaining acquisition costs.
- September 2027: End of established purchase period

FISCAL IMPACTS
There are no direct fiscal impacts for the development of a Concept Plan and Management Plan for the use of the property. The indirect fiscal impact is the use of staff time to participate in the planning process, which is estimated at 15 hours over the course of three months.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to direct staff to initiate the process for developing a Concept Plan and Management Plan for the Madrone Ridge Property.

REFERENCES & ATTACHMENTS
None

Council Business Meeting

Date: June 16, 2026

Agenda Item	Consideration of Temporary Halt on City Herbicide Use in Parking Lots, Medians, and Curb Strips
Department	City Manager's Office
From	Jordan Rooklyn

TIME ESTIMATE
10 minutes

CATEGORY
Action Needed - Motion to approve an action

SUMMARY
Consideration of suspending herbicide use in specifc areas until a citywide Integrated Pest Management Policy is approved.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION
At the June 3rd Joint Study Session with City Council and the Park Commission, City Council expressed an interest in adopting a citywide Integrated Pest Management (IPM) policy based on the current Ashland Parks & Recreation Integrated Pest Management Policy (Policy No. 105). City Council also requested the opportunity to consider a temporary suspension of herbicide use on parking lots, medians, and curb strips while a citywide IPM policy is being drafted.

Herbicide Use
The City currently uses Casaron as a pre-emergent to prevent seed germination, and Glyphosate spot-treatment to kill weeds prior to seed production and release or for roots/rhizomes. This map details where herbicides have been spot-sprayed or target-sprayed on city-owned property since 2024: http://gis.ashland.or.us/herbicide. The main weeds targeted are in the table below.

Weed	Life Cycle	Notes
Dandelion	Perennial	Deep taproot; spreads by seed
Field Bindweed	Perennial	Extensive roots/rhizomes; very persistent
Thistle	Usually perennial or biennial	Depends on species; many spread by seed and roots
Blackberry	Perennial	Woody perennial; spreads by canes and roots
Hogweed	Usually perennial or biennial	Species matters; giant hogweed is a serious invasive
Knotweed	Perennial	Aggressive rhizomatous perennial
Tree of Heaven	Perennial tree	Produces abundant root suckers and seed
Mullein	Biennial	First-year rosette, second-year flowering stalk
Common Purslane	Annual	Warm-season annual; prolific seed producer
Prickly Lettuce	Annual or biennial	Primarily spreads by seed
Horseweed	Annual	Produces huge numbers of windborne seeds
Poison Hemlock	Biennial	Toxic; spreads by seed
Nutsedge	Perennial	Spreads by underground tubers ("nuts")

Potential Impacts of Suspension of Herbicide Use
The goal of applying herbicides is to kill weeds prior to them releasing or dropping their seeds, or to remove perennial weeds before they become more established. Suspending herbicide use may increase the number of seeds released during the suspension period, which could lead to higher density of weeds this fall when seeds germinate. The impacts of this would depend on the site location -- bare soil, new plantings, and graveled or rocked areas will likely see a higher impact than areas with mature lawn or higher-density plantings. The City can take steps to prevent seed production in the higher-risk areas by applying mulch and hand-pulling weeds before they set seed. The City can reduce the establishment of perennial weeds by physical root removal.

Requested Exceptions to Suspension of Herbicide Use
If Council directs a suspension on herbicide use, there are several key areas where contract agreements or safety standards require the continued use of herbicides. These include:

- The Airport for maintaining pavement and safety equipment, particularly in areas where equipment is too fragile to use a mower (herbicides applied by a contractor).
- The Ashland Pond Project where herbicides are used selectively for ecological restoration (herbicides applied by a contractor).
- Electrical substations for reducing vegetation/fire risk per PUC requirement (areas not accessible by the public).

The Parks Department also requests an exception for the three North Entryway Medians along N Main St to decrease employee time spent in medians in a high-speed area.

FISCAL IMPACTS
The primary fiscal impact of a suspension on herbicide use will depend on the duration of the suspension. Most notable will be for the staff time required to apply mulch and manually remove weeds during the suspension period.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS
I move to direct staff to suspend the use of herbicides on parking lots, medians, and curb strips until a citywide Integrated Pest Management Policy is adopted.

REFERENCES & ATTACHMENTS
None

Council Business Meeting

Date: June 16, 2026

Agenda Item	Proposed Ordinance: Utility bill fees
Department	Mayor and Council
From	Tonya Graham

TIME ESTIMATE
10 minutes

CATEGORY
Staff Direction - provide direction to staff on the body's desired next steps.

SUMMARY
This agenda item is a discussion regarding whether council wants to create a specific protocol that will be used in the future to create new fees or increase existing fees beyond graduated increases based on inflation for fees billed through our utility billing service. The following are proposed elements of such an ordinance. Throughout this document "fee increases" mean fee increases larger than the inflation index increases already authorized by the City Council.

POLICIES, PLANS & GOALS SUPPORTED

BACKGROUND AND ADDITIONAL INFORMATION
Council will devote a study session to the topic of a new fee or an increase in an existing fee. In addition to being properly noticed, this study session will be advertised on the City's website, social media platforms, and newsletter(s) ahead of the study session. The study session will include an analysis of the problem the City is considering addressing, identify what can be done to address the problem with different fee levels, and share the consequences of not making a fee-based change. The public will be given the opportunity to speak at this study session.
Should the City Council direct staff to move forward with the process of developing a new fee or increasing an existing one, the City will undertake the following process:

- Within one month of the study session, the City will develop and post online materials, including a resident survey, regarding the possibility of the new fee or fee increase including, but not limited to, the elements discussed at the study session. These materials will be shared through the City's website, social media platforms, newsletters, and a media release announcing the date and time of an upcoming public hearing at a council business meeting.

- Council will hold a public hearing that is advertised through the same channels identified for the initial study session. Information about the proposed new fee or fee increase will be shared as before. All who come to speak will be provided the opportunity to do so and Council will also take online feedback directly to the council group email address and through an online survey. The public hearing will be scheduled so that there are at least four weeks between the date information was posted on the website and the hearing.

- Council will decide about the new fee or fee increase at a business meeting scheduled no sooner than two weeks after the public hearing. The survey must be open for at least four weeks in total and all survey data must be provided to the council through the council packet ahead of the

business meeting. Per council rules, community members can speak to the agenda item during that meeting.

FISCAL IMPACTS

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

Provide staff direction to draft an ordinance for Council review.

REFERENCES & ATTACHMENTS

None

Council Business Meeting

Date: June 16, 2026

Agenda Item	Proposed Resolution: Public Meeting Records Policy - Video Recording, Ownership, Retention and Access; Minutes Content Standards
Department	Mayor and Council
From	Jeff Dahle, Bob Kaplan

TIME ESTIMATE
30 minutes

CATEGORY
Action Needed - Motion to approve an action

SUMMARY

The City of Ashland has no policy governing the ownership, long-term retention, or archival storage of video recordings of its public meetings. Written meeting minutes are retained permanently per state law but video recordings, which are the primary means by which many citizens watch and understand their government, are managed under a contract with Southern Oregon University (SOU) through Rogue Valley Community Television (RVTV) that vests no ownership in the City, requires retention for only one year, and as of 2026 stores archived recordings exclusively on third-party platforms which the City does not control. Moreover, the City has no adopted policy establishing written minutes retention and content standards beyond the state law minimum.

Before Council is a proposed Resolution that together would: (1) assert City ownership of all meeting recordings in perpetuity as official public records; (2) mandate professional broadcast-quality video recording of City Council, Ashland Parks and Recreation Commission, Planning Commission, and Citizens' Budget Committee meetings; (3) require recording (e.g. Zoom or equivalent), of all other advisory, standing advisory, management advisory, and ad hoc committee meetings subject to Oregon's Public Meetings Law; (4) require dual on-site and off-site archival storage meeting Business Continuity and Disaster Recovery (BCDR) industry standards and best practices; and (5) direct the City Manager to renegotiate the RVTV services agreement to conform with these requirements before any contract extension is executed.

POLICIES, PLANS & GOALS SUPPORTED

- Government transparency and public access to the deliberations and decisions of all City bodies.
- Permanent stewardship of official public records consistent with the City's records management and standards.

BACKGROUND AND ADDITIONAL INFORMATION

The following distinct but related problems exist regarding the City's public meeting records:

A. No City Ownership of Video Recordings

The current RVTV services agreement (No. 2023-052, effective July 1, 2023) contains no intellectual property or copyright assignment to the City. Section 3.6 of the current agreement provides that equipment purchased with City funds becomes the property of SOU, and Section 3.7 describes SOU's obligation to produce government access programming for the City but says nothing about who owns the resulting content. RVTV's website asserts

a blanket copyright over all its content. The City pays approximately $74,000 per year for a service from which it potentially retains no intellectual property rights or content ownership.

B. Inadequate Retention

Section 3.10 of the RVTV agreement requires archiving of up to 150 program files for only one year from the date of capture. State administrative rules (OAR 166-200-0235(5)(c)) set a minimum retention period for audio or visual recordings at the legal floor of only one year after minutes are prepared and approved. The City has been operating at that bare minimum. Written meeting minutes, by contrast, are retained permanently. With technology and storage costs no longer a meaningful barrier, there is no principled justification for holding video recordings to a lesser standard..

C. Public Access Dependent on Third-Party Platforms

The City's own "Watch a Meeting" page directs the public to RVTV's app and YouTube channel for archived recordings. Citizens seeking to review a Council discussion from two years ago must rely on third-party platforms which are either operated by SOU or by large commercial tech companies over which the City has no contractual relationship, no data rights, and no ability to ensure continued availability. Content policies, algorithm changes, account terminations, and platform shutdowns are entirely outside the City's control. Despite being a valued partner, if SOU's programming priorities change, the RVTV contract ends, or any third-party platform alters its terms or ceases operations, the historical archive of Ashland's public meetings could be lost or made inaccessible with no recourse. The current contract expires June 30, 2026, and has no provision requiring transfer of the archive to the City upon termination.

D. No Recording Requirement for Advisory Committees

Ashland Municipal Code and the Commission & Committee Handbook require written minutes for all advisory and ad hoc committees subject to Oregon's Public Meetings Law, but neither requires video or audio recording of those meetings. Citizens who cannot attend advisory committee meetings in person have no practical way to review what was actually said as only a written summary of discussion, recommendations and direction prepared by a staff liaison or other designated individual serves as the official record.

E. Minute Standards Lack Force of Law

AMC 2.10.045 contains only a single substantive sentence: “The chair or staff liaison is responsible for preparing agendas and minutes.” Content standards appear only in the Commission & Committee Handbook, which is an administrative document subject to change by staff without Council action. As noted above, the City has no adopted policy establishing minute content standards beyond the state law minimum.

HISTORICAL CONTEXT

The City's relationship with RVTV dates to 1989, when Ashland became the first municipality in Southern Oregon to partner with SOU for cable access television. Successive agreements in 1996, 2005, 2012, 2016, and 2021 carried forward the same basic structure: the City pays SOU to broadcast and archive meetings; SOU/RVTV controls the production, equipment, and recordings. The agreements have never been updated to address who owns the recordings or how they must be preserved long-term as official government records.

The current RVTV agreement expires June 30, 2026. The City Manager has authority to extend it twice, one year at a time, under existing terms. If the contract is extended without renegotiation, all current problems are perpetuated for up to two additional years.

WHAT THIS PROPOSAL SEEKS TO ADDRESS

This proposal seeks to accomplish the following:

- Establish clear City ownership of all video recordings of public meetings as official public records of the City of Ashland, both prospectively and retroactively.

- Set a recording requirement proportionate to each body: professional broadcast-quality recording for the City's primary governing bodies; video conferencing/communication platform recording (e.g., Zoom) for advisory committees.
- Mandate permanent retention of all video recordings, stored on City-controlled infrastructure both on-site and off-site, consistent with BCDR best practices.
- Ensure public accessibility from the City's own website in perpetuity, while allowing supplemental distribution via YouTube or other platforms.
- Strengthen written minute standards by requiring that minutes clearly document all Council decisions, including objective, timeline, and follow-up responsibility.
- Recover the historical archive by directing the City Manager to retrieve and make publicly available all past recordings from SOU/RVTV within 90 days. SOU/RVTV leadership has graciously indicated willingness to assist in the content transfer.
- Direct contract renegotiation of the RVTV agreement to incorporate ownership assignment, perpetual archival transfer, and BCDR-compliant delivery obligations before any extension is executed.
- Establish minimum written minute content standards in City policy, filling a gap left by AMC 2.08.020(A), which assigns the Recorder the duty to record Council proceedings but sets no content requirements.

SUGGESTED POLICY QUESTIONS

1. *Does the Council agree with this scope for professional video recording? Are there additional bodies that should be included, or any that should be removed?*
2. *Does the Council agree that all OPML-covered advisory and ad hoc committee meetings should be recorded via Zoom (or equivalent)? Should MACs be explicitly included? Should any category of advisory committee be exempted?*
3. *Does the Council agree that all meeting recordings should be declared official City records owned by the City in perpetuity? Does the Council direct the City Manager to make intellectual property assignment a non-negotiable term of any provider agreement extension or renewal?*
4. *Does the Council agree that all recordings must be permanently accessible to the public from the City's own website? Are there any categories of recording (e.g., executive session audio required by law) that should be handled differently?*
5. *Does the Council agree to work to elevate minute content standards to the AMC? Does the Council wish to require the additional "decision/direction notation" for Council meetings specifically? Should this notation requirement also apply to Ashland Parks and Recreation Commission and Planning Commission minutes?*

FISCAL IMPACTS

The proposed policy will require the City to procure or provision City-controlled cloud and/or physical storage for video recordings. Staff will assess current Laserfiche capacity, existing IT infrastructure, and available cloud options as part of implementation. An initial estimate of storage costs consist of a one-time hardware procurement of approximately $3,000 and an estimated annual recurring cost of $500-$750 per year thereafter.

The RVTV base contract cost ($74,000/year) is not expected to increase significantly as a result of renegotiation, as the primary change requested is an ownership assignment of content the City is already paying to produce. Advisory committee recordings will use existing City infrastructure and software licenses at minimal additional cost.

SUGGESTED ACTIONS, MOTIONS, AND/OR OPTIONS

The Councilors proposing this agenda item recommend that the City Council:

1. Adopt the proposed Resolution establishing the City of Ashland Public Meeting Records Policy and Content Standards; and

2. Direct the City Manager to initiate renegotiation of the RVTV agreement prior to any extension and report back to Council within 90 days on the status of the historical archive retrieval.

Suggested motion language:

I move to adopt Resolution No. 2026-___, establishing the City of Ashland Public Meeting Records Policy, and to direct the City Manager to initiate renegotiation of the RVTV services agreement prior to any extension, and retrieve, assume ownership of and make publicly available all past recordings from SOU/RVTV within 90 days.

REFERENCES & ATTACHMENTS

1. 2023-052 Agrmt - RVTV Services
2. RESO 2026_XX_Public Meeting Records Policy and Content Standards

AGREEMENT FOR RVTV SERVICES BETWEEN

CITY OF ASHLAND AND SOUTHERN OREGON UNIVERSITY

This Agreement is entered into the 1st day of July, 2023, by and between THE CITY OF ASHLAND, a municipal corporation (hereinafter "City") and SOUTHERN OREGON UNIVERSITY ("SOU").

RECITALS

A. ORS 190.110 and ORS 190.010 authorizes a unit of local government to enter into an agreement with another unit of local government or state agency for the performance of any or all functions and activities that a part to the agreement has authority to perform; and
B. The City and SOU have provided cable access television to the community for several years as reflected in the prior agreements between the City and SOU and its predecessors, including agreement dates June 11, 1996, September 9, 2005, June 18, 2012, July 25, 2016, and June 2021.
C. The 2021 agreement expires on June 30, 2023 and this Agreement is intended to replace all prior written or verbal agreements between the parties; and
D. The City and SOU enter into this Agreement to identify their roles and responsibilities in the provision of cable access services by SOU through the operation of Rogue Valley Community Television (RVTV); and

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. DURATION. [ORS 190.020(1)(e)] Except for termination as provided herein, the term of this agreement shall commence upon approval and execution by both City and SOU and shall terminate on June 30, 2026, unless administratively extended in writing as provided for herein. The City Manager may extend this Agreement twice, by one year each extension, by indicating in writing to SOU that an extension of the Agreement is sought under the same terms and conditions of this Agreement. The extension shall be effective upon receipt of a document from an authorized SOU representative consenting to the extension under the same terms and condition, allowing for increase in funding as noted herein.
3. SOU SERVICES, FUNCTIONS AND RESPONSIBILITIES. [ORS 190.020(1)] SOU shall use its best efforts to achieve the following objectives during the period of this Agreement:
   3.1 Operate Rogue Valley Community Television (RVTV).

3.2 Engage in the cable cast of Public Education and Government (PEG) access programming and subject to this agreement, assume control of all cable channels and interconnect facilities made available to the City for its use.

3.3 Provide to the citizens of Ashland various educational courses in community media at a nominal fee (TBD). Individuals completing these courses will receive the benefits of usage of the resources they were trained on, at free or reduced rates.

3.4 Provide regular equipment maintenance services and support up to four hours per month to all video and audio equipment at City's Council Chambers.

3.5 RVTV's telephone response to the City's phone call request for assistance should occur within a half hour. The City asks that RVTV provide an "on call" phone number that will be answered by a competent technician.

3.6 Ensure proper repair, maintenance and security of equipment purchased for use at the RVTV facility with City funds. All such equipment shall become property of SOU.

3.7 Produce government access programming for the City, the regularly scheduled bi-monthly City Council meetings, bi-monthly City Council study sessions, monthly Planning Commission meetings, annual Budget Committee meetings, and up to six additional televised meetings in Council Chambers.

3.8 Additional media services may be purchased by or under the direction of the City Manager in an amount not to exceed $15,000 in each fiscal year; such additional services shall be charged at the rates reflected on the attached Exhibit A, "Southern Oregon Digital Media Center Production Rate Card".

3.9 RVTV will reserve playback capabilities for a channel provided by the City of Ashland's Ashland Fiber Network (AFN) or its designated cable television provider. If AFN, or its designated cable television provider, chooses to utilize the playback capabilities reserved for its use, SOU agrees to make available all applicable programming described in 3.7, as well as additional RVTV programming mutually agreeable to both parties. If AFN, or its designated provider, wishes RVTV to "package" content for the channel, a separate contract for services shall be agreed to by the parties.

3.10 Provide Video on Demand ("VOD") services to include archiving up to 150 program files of City government access programming for a period of one year from the date of capture. RVTV will link the video programming to the City website within 24hrs of the live broadcast.

3.11 Process automated captioning for all VOD City government access programming.

3.12 Facilitate an optional City branded VOD application ("APP") designed for specific Over The Top ("OTT") television delivery methods including Android and iOS mobile, IP TV devices, and SmartTV channels as available. Additional one-time costs for VOD APP development may be incurred, with the total cost of development charges not to exceed $15,000 in FY 2024.

3.13 Determine, after consultation and approval by city, use of channels assigned to City.

3.14 In addition to an annual report summarizing key programming related metrics, consumption trends and program utilization, SOU shall provide information to the City, upon request, that the City deems reasonable appropriate regarding SOU's RVTV activities, including use of funds and accomplishments under this Agreement.

4. Payment [ORS 190.020(1)(A)] This Agreement involves the payment of money from the City of Ashland to SOU for RVTV services.

4.1 Subject to the condition set out in this Agreement, the City shall pay to SOU for RVTV services in amounts not to exceed:

1.) FY 24 $74,000 base charge with additional app development & production services not to exceed $30,000 for a total not-to-exceed amount of $104,000.
2.) FY 25 $74,000 base charge with additional production services not to exceed $15,000 for a total not-to-exceed amount of $89,000.
3.) FY 26 $74,000 base charge with additional production services not to exceed $15,000 for a total not-to-exceed amount of $89,000.

4.2 City shall provide all necessary information to SOU to establish the City as a vendor of SOU; such information shall include, but not be limited to City's contact information and tax identification number.

4.3 Equipment upgrades in City Council Chambers desired by the City will be funded separately by the City.

4.4 All payments made to SOU under this Agreement should be send to the following address:

SOU Business Services
Accounts Receivable
1250 Siskiyou Blvd.
Ashland, OR 97520

4.5 SOU is required to comply with the Ashland Municipal Code by paying a living wage, as defined in City code, to all employees performing work under this Agreement, including living wage posting requirements.

5 BUDGET NON-APPROPRIATION The City's obligation to pay and SOU's obligation to provide services and equipment under this Agreement are subject to non-appropriation of funds in the budget process.

5.2 The amount of money payable to SOU under section 4.1 is subject to final appropriation by the City in the budget process on an annual basis. Notwithstanding the termination provisions herein, termination may also occur for such non-appropriation. Specifically, all City obligations to expend money under this Agreement are contingent upon future appropriation as part of the City budget process and local budget law, and the failure of the Council and Budget committee to make the appropriation shall necessarily result in termination of the Agreement. As such, in the event insufficient funds are appropriated for the payments under this Agreement and the City elects not to utilize any other lawfully available funds, then the City may terminate this Agreement at the end of its current fiscal year, with no further liability or penalty to the City. The City shall deliver written notice to SOU of such termination no later than thirty (30) days from the determination by the City of the event of non-appropriation.

5.3 If sufficient funds are not provided in future legislatively approved higher education budget or the allocation of such budget by the Higher Education Coordinating Commission of SOU to permit SOU in the exercise of its reasonable administrative discretion to continue this Agreement, or if the program for which this Agreement was executed is abolished, notwithstanding any other provision of this agreement, SOU may terminate this Agreement without further liability by giving the City not less than 30 days prior notice. In determining the Availability of funds for this Agreement, SOU may use the budget adopted for it by the Higher Education Coordinating Commission. SOU will include funding in its budget request for each fiscal year sufficient to fulfill the terms of this Agreement.

6 Revenue [ORS 190.020(1)(b)] This agreement does not involve the receipt of revenue which must be apportioned between the parties. Each party shall be solely responsible for revenue, if any received.

7 PERSONNEL [ORS 190.020(1)(D)] No employees will be transferred pursuant to this Agreement. SOU shall be solely responsible for wages and benefits paid to employees working for RVTV.

8 REAL OR PERSONAL PROPERTY [ORS 190.020(1)(d)] There shall be no transfer of title or possession to any real or personal property pursuant to this agreement.

9. TERMINATION [ORS 190.020(1)(F)]

9.1 All or part of this Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon ninety (90) days' notice in writing and delivered by certified mail. In the event of termination of the agreement, each party shall be responsible for its own costs and expenses in complying with the agreement.

9.2 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within 30 days after written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if correction of the breach begins within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as is practicable.

9.3 This Agreement may be terminated for non-appropriation as specified in Section 5.

9.4 In the event of termination, City shall compensate SOU for all outstanding work, which shall be calculated on a pro-rata, monthly basis.

10. REMEDIES In the event of termination, SOU shall pay to the City any unexpected funds received by SOU at any time for the City. City shall pay SOU for services rendered and costs incurred by RVTV prior to the termination date.

11. ASSIGNMENT SOU shall not assign or transfer any interest in this Agreement without prior written consent of the City, provided, however, that SOU may subcontract the performance of any provision or obligation required by this Agreement, so long as SOU remains primarily responsible to the City for the performance of such provision or obligation.

12. INSPECTION RECORDS

12.1 City shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all costs of whatever nature claimed to have been incurred and anticipated in the performance of this Agreement. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcript. Such books and records shall be maintained by City for three years from the date of the completion of work unless a shorter period is authorized in writing. City is responsible for any City audit discrepancies involving deviation from the terms of the Agreement.

12.2 City shall have access at all reasonable times, including during normal working hours, to all books and records of RVTV. SOU shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated in the performance of the Agreement. CITY, and their duly authorized representatives shall have access to the books, documents, papers and records of SOU which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by SOU for three years from the date of the completion of work unless a shorter period is authorized in writing. SOU is responsible for any SOU audit discrepancies involving deviation from the terms of the Agreement.

13. HOLD HARMLESS AND INDEMNIFICATION

13.1 The City of Ashland is not providing services but purchasing services through SOU. Accordingly, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the parties both shall hold each other harmless, defend and indemnify the other from any and all claims, demands, damages or injuries, liability of damage, including injury resulting in death or damage to property, that anyone may have or assert by reasons of any error, act or omission of the other, its officers, employees or agents. Similarly, the City of Ashland shall not be held responsible for any claims, actions, costs, judgments or other damages, directly and proximately caused by the criminal; or wanton acts of SOU, its officers, employees, or agents or the negligence of SOU, its officers, employees or agents. If any aspect of this indemnity shall be found to be illegal or invalid for any reasons whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

13.2 Except as provided for in this Agreement, the City shall not be liable for any obligations incurred by SOU. SOU shall not represent to any person that the City is liable for SOU's obligations; except for such obligations the City may be liable as provided for in this Agreement or as provided by law.

14. INSURANCE City and SOU, at their sole cost and expense shall maintain all risk property and public liability insurance policies on the prospective properties and resources included in this agreement. The initial limits of liability required will be $2,000,000 for each occurrence and $2,000,000 in aggregate for the liability coverage and all property upon completion of construction shall be written on replacement costs basis.

15. DISPUTE RESOLUTION: City and SOU shall attempt to resolve all disputes through staff discussions at the lowest possible level. Both parties to this Agreement agree to provide other resources and personnel to negotiate and find resolution to disputes that cannot be resolved at the staff level. As a next step, claims, disputes or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof shall be determined by mediation. Disputes shall be initially submitted to mediation by a mediator chosen by the parties. The cost of mediation shall be borne equally by the parties. If the parties are unable to agree upon a mediator within 5 days or if mediation fails to resolve the dispute, either party may mutually agree to any other form of dispute resolution or pursue litigation.

16. NOTICE AND REPRESENTATIVES All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

City of Ashland
Joe Lessard
City Manager
20 East Main Street Ashland, OR
97520

Southern Oregon University

Neil Woolf, Exec VP

June 2023

Vice President for Finance and Administration
1250 Siskiyou Boulevard
Ashland, OR 97520

And when so addressed, shall be deemed given upon deposit in the United Sates Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

17. MERGER This Agreement constitutes the Entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specific herein regarding this agreement. No amendment, consent, or waiver or terms of this agreement shall bind either party unless in writing and signed all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signatures below or their authorized representatives, acknowledge having read and understood the Agreement and the parties agree to be bound by its terms and conditions.

18. INDEPENDENT CONTRACTOR. SOU together with the operation of RVTV, represents it is an independent contractor, it holds its own business license, and furnishes its own equipment and staff members.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers' thereunto duly authorized.

DATED this ____ day of June, 2023

CITY OF ASHLAND

By Joseph Lessard

Title City Manager

Date 7/26/23

SOUTHERN OREGON UNIVERSITY

By _____

Title Executive Vice President

Date 8/1/2023

RESOLUTION NO. 2026-___

A RESOLUTION ESTABLISHING A PUBLIC MEETING RECORDS POLICY GOVERNING THE RECORDING, OWNERSHIP, RETENTION, AND PUBLIC ACCESS OF VIDEO RECORDINGS OF ALL PUBLIC MEETINGS AND WRITTEN MINUTES STANDARDS

RECITALS:

A. Oregon's Public Meetings Law, ORS 192.610 through 192.690, requires public bodies to make their deliberations and decisions available to the public, and ORS 192.650 requires that governing bodies provide for video or written recording of all their meetings, with such recordings made available to the public within a reasonable time after each meeting.

B. The Oregon Secretary of State's City General Records Retention Schedule, OAR 166-200-0235, requires permanent retention of written meeting minutes but sets only a minimum one-year retention period for audio or visual recordings after minutes are prepared and approved. The City Council finds that video recordings deserve the same permanent retention applied to written minutes.

C. The City of Ashland has partnered with Southern Oregon University through Rogue Valley Community Television (RVTV) to broadcast and archive recordings of City public meetings. The current RVTV Services Agreement (No. 2023-052, effective July 1, 2023) does not assign intellectual property rights in recordings to the City, requires only one-year archival, and provides that equipment purchased with City funds becomes the property of SOU.

D. As of 2026, archived recordings of City public meetings are accessible to the public only through RVTV's application and YouTube channel, which are third-party platforms not owned or controlled by the City, thereby creating a risk of loss of the public record outside the control of the City. The RVTV agreement expires June 30, 2026, and any extension must conform to this Policy.

E. The City currently has no policy requiring video recording of advisory committee meetings, and AMC Section 2.10.045 does not establish minimum content standards for advisory committee written minutes.

F. The City Council finds it necessary and in the public interest to establish a comprehensive Public Meeting Records Policy governing the recording, ownership, retention, and public accessibility of all video recordings of City public meetings, and to direct retrieval of the historical meeting recording archive held by SOU/RVTV.

THE CITY OF ASHLAND HEREBY RESOLVES AS FOLLOWS:

SECTION 1. Purpose and Policy Statement. The City of Ashland declares that transparent, accessible, and permanently preserved records of all public meetings are essential to democratic self-governance and public trust. Video recordings of City public meetings are official public records owned by the City of Ashland in perpetuity. Citizens shall have permanent access to video recordings of their government's deliberations through the City's own website, without dependence on any third-party platform.

SECTION 2. Recording Requirements.

2.1 Governing Body Meetings — All regular, special, emergency, and study session meetings of the Ashland City Council, Ashland Parks and Recreation Commission, Planning Commission, and Citizens' Budget Committee shall be captured by broadcast-quality Professional Video Recording, whether through the RVTV services agreement or other means.

2.2 Advisory Body Meetings — All meetings subject to Oregon's Public Meetings Law of any City standing advisory committee, management advisory committee, ad hoc committee, subcommittee, or other City body with authority to make recommendations on policy or administration shall be captured by a video conferencing/communication platform. The assigned staff liaison or other designated individual is responsible for initiating and completing the recording. Any meeting that is noticed and convened shall be recorded.

2.3 Recording shall begin prior to the call to order and continue through adjournment. Executive sessions shall be recorded in conformance with applicable state law.

SECTION 3. Ownership of Recordings. All video recordings of City public meetings, whether produced by City staff, RVTV, any other contractor, or by any other means, are official public records of the City of Ashland, owned by the City in perpetuity. No contract or arrangement shall convey copyright or any intellectual property interest in such recordings to any party other than the City. Any contractor producing recordings shall assign all rights to the City and shall deliver a complete copy of each recording file to City-controlled storage within 48 hours of each meeting.

SECTION 4. Retention and Archival Storage. All video recordings of public meetings shall be retained permanently as official public records. The City's retention schedule for video recordings is hereby set at permanent, superseding the one-year minimum floor established by OAR 166-200-0235. All recordings shall be stored in City-controlled storage meeting business continuity and disaster recovery standards, with at minimum one on-site primary copy and one geographically separate off-site backup. The City Manager, in coordination with the Information Technology department, shall develop and maintain a recording storage and backup plan and shall report annually to the City Council on the status and integrity of the recording archive.

SECTION 5. Public Accessibility.

5.1 All recordings shall be made available to the public from the City's official website within 48 hours of the conclusion of a Governing Body Meeting and within 5 business days of the conclusion of an Advisory Body Meeting.

5.2 No recording of a public meeting shall be removed from City website access except pursuant to a specific legal requirement. The City may post recordings to YouTube, RVTV, or other third-party platforms for public convenience, but shall not rely on any third-party platform as its primary or archival repository.

SECTION 6. Written Minutes Standards. Written minutes remain required for all public meetings as the primary official written record, consistent with ORS 192.650. Video recordings supplement but do not replace written minutes. Written minutes for all public meetings shall include at minimum: the name, date, time, and location of the meeting; names of members present and absent; all motions and their disposition; each member's vote by name; the substance of any discussion; and a reference to any document presented or discussed. For City Council and Ashland Parks and Recreation Commission meetings, minutes shall include a clearly marked notation for

each action or direction taken identifying the specific decision, its objective, any timeline, and the responsible party and shall appear as a distinct element separate from the general discussion summary. Any staff report implementing a prior Council or APRC direction shall quote that direction verbatim from the adopted minutes.

SECTION 7. Historical Archive Retrieval. The City Manager is directed to contact SOU/RVTV and retrieve, within 90 days of the effective date of this Resolution, complete copies of all existing video recordings of City public meetings in SOU/RVTV's possession. All retrieved recordings shall be stored in City-controlled storage meeting BCDR standards. The City Manager shall report to the City Council within 90 days on the status of retrieval.

SECTION 8. RVTV Agreement Renegotiation. The City Manager is directed not to extend the RVTV Services Agreement (No. 2023-052) under its current terms. Any extension or renewal shall require: (a) explicit assignment to the City of all intellectual property rights in government meeting recordings; (b) delivery of each recording file to City-controlled storage within 24 hours, or as expeditiously as possible, not to exceed 5 business days; (c) delivery of all archived City meeting recordings to the City within 30 days upon any termination; and (d) acknowledgment that the City owns all recordings regardless of hosting platform.

SECTION 9. Implementation. The City Manager shall develop administrative procedures to include updating the Commission and Committee Handbook for implementation of this Resolution within 90 days of its effective date.The Information Technology department shall develop or update the City's recording storage and BCDR plan within 90 days of the effective date.

SECTION 10. Effective Date. This Resolution shall take effect upon adoption by the City Council.

This resolution was duly PASSED and ADOPTED this _____ day of _____, 2026, and takes effect upon signing by the Mayor.

_____
Alissa Kolodzinski, City Recorder

SIGNED and APPROVED this _____ day of _____, 2026.

_____
Tonya Graham, Mayor
City of Ashland, Oregon

Reviewed as to form:

_____

Johan Pietila, City Attorney

Ashland City Council Look Ahead 2026

*All items are placeholders subject to Council action and organizational needs. Not all items will appear on the Look Ahead due to timing or scheduling considerations.

DATE	STUDY SESSION - TOPIC/AGENDA ITEMS	BACKGROUND	Requested Council action	DEPARTMENT
July 6	**No Meeting - Summer Break**	Per AMC 2.04.020		
July 14	**LOC Training**	Council Training by League of Oregon Cities (3-5pm)	informational	Legal
July 20	**Homeless Services Discussion #2**			
	Southside Development	DM DuQuenne request for discussion- topic pending	informational	CMO
	Reserve Fund	Discussion regarding appropriate levels	informational presented with possible staff direction	Finance/CMO
August 3	**Gas Powered Lawn Equipment**	Per CEPAC request	informational presented with possible staff direction	Conservation
	Strategic Plan Engagement Results and Framework (1 hr)		informational with feedback & discussion	CMO
August 17	**Food & Beverage Tax Amendment Process**	CM DuQuenne/Bloom		
	Annual APD Report	Per Council request (formerly Use of force report)	Informational	Police
	Building Permit Fee Adjustments	Discussion regarding proposed fee increases	informational	Com Dev/Finance
	Additional Revenue Options for Consideration	Per Council Request December 2025 Retreat	information presented with possible staff direction	Finance/CMO
August 31	**No Meeting - Summer Break**	Per AMC 2.04.020		
September 14	**Ambulance Service Area Discussion (tentative)**	Per Council Request December 2025 Retreat	information presented with possible staff direction	Fire/CMO/Finance
October 5	**CBC/Council meeting mid BN Budget review/ forecasting**	Council requested in July of 2025		
October 19	**Budget Retreat**			
November 2				
November 16				
November 30				
December 14	**Standing Advisory Committee Annual Updates**			
	TOPICS TO BE SCHEDULED			

DATE	BUSINESS MEETING - TOPIC/AGENDA ITEMS	BACKGROUND	Requested Council Action	DEPARTMENT

July 7	**No Meeting - Summer Break**	Per AMC 2.04.020		
July 21	**Executive Session - Employee Reviews 3pm**			
	Second Reading ORD 3296 An Ordinance amending Ashland municipal code sections 18.2.2.030 (allowed uses), 18.2.3.170 (manufactured home on individual lot), 18.2.3.180 (manufactured housing developments), 18.3.9.020 (applicability of the performance standards option), 18.3.9.030 (pso overlay), and related provisions to establish the manufactured home park zone (mhpz), modify manufactured home park standards, and implement state law requirements relating to childcare facilities and residential care uses		Approval of Second reading	CD
	Second Reading ORD 3297: an Ordinance amending the adopted zoning map to add the manufactured home park zone (MPHZ)		Approval of Second reading	CD
	Second Reading ORD 3298 Ordinance Adopting a New Comprehensive Plan Map to reflect the new MHPZ designation		Approval of Second reading	CD
	Second First Reading ORD 3306 adding chapter 10.116 to the Ashland municipal code establishing notice of sale, opportunity to purchase, relocation standards, and tenant protections for manufactured home park residents			
	Second Reading ORD 3305 Amending AMC 6.04 Business Licenses			Finance
	Asante Licensing Payment Discussion and Next Steps			
	Policy, Process Review & Potential Update: Current Financial Practices & Polices (60 Min)	CM Dahle/Bloom requested		Council
	Public Hearing Imperatrice Property (tentative)			Public Works
	Civic Center Assessment/ versus hybrid/ versus retain all bldgs.	Direction given at 5/4 study session		PW
August 4	**Exec. Session Real Estate**			
	Hiroshima and Nagasaki Day Proclamation			
	Review of Parks IPM for Consideration for Parks Adoption			
	Consideration of median re-design ad hoc/MAC			
	ORD AMC 2.04 Hearing and First Reading (tentative)			
	Building Permit Fee adjustments and Fee Waiver Resolution		**Motion for Adoption**	CD
August 12	**Joint APRC/Council Meeting (APRC host)**	Council requested joint financial reporting meetings		
	Quarterly Financial Report (April - June 2026)			
August 18	**Policy Update: AMC 18 and any related AMC related to building, planning & development process (60 min)**	CM Dahle/Sherrell requested. Materials to be submitted NLT 8/5		

	Public Hearing and First Reading ORD 3307 An ordinance amending AMC 18.2.5.090, AMC 18.3.5.100, AMC 18.3.9.040, AMC Table 18.5.1.010, AMC 18.5.5.030.A, and AMC 18.6.1 to address the procedural requirements of Oregon Senate Bill 974 (2025) by allowing administrative approval of certain urban housing applications.	State Legislation required amendments to Land Use Process	Approval of first reading	CD
September 1	**No Meeting - Summer Break**	Per AMC 2.04.020		
September 15	**Second Reading ORD 3307 An ordinance amending AMC 18.2.5.090, AMC 18.3.5.100, AMC 18.3.9.040, AMC Table 18.5.1.010, AMC 18.5.5.030.A, and AMC 18.6.1 to address the procedural requirements of Oregon Senate Bill 974 (2025) by allowing administrative approval of certain urban housing applications.**	State Legislation required amendments to Land Use Process	Approval of Second reading	CD
	(tentative) Public Hearing and First Reading ORD 3308 An ordinance amending AMC 18.5.3.060 with regard to the maximum flag drive grades for pre-existing lots of record	Relates to LUBA remand on Driveway grade variance	Approval of first reading	CD
	Adoption of Strategic Plan (tentative)			CMO
October 6	**Indigenous Peoples' Day Proclamation**			
October 20				
November 3	**Joint APRC/Council Meeting (Council host)**	Council requested joint financial reporting meetings		
	Quarterly Financial Report (July - Sept 2026)			
November 17				
December 1				
December 15	**Advisory Committee Reappointments**			
	TOPICS TO BE SCHEDULED			

JOB DESCRIPTION

Title:	**Administrative Services Director**	Employee Group:	Non-Represented
Department:	HR/IT/Finance	Pay Grade:	365 NU
Reports To:	City manager	FLSA Status:	Exempt
Origination Date:	June 2026	Revision Date:	

POSITION SUMMARY

This position provides strategic leadership and oversight for Human Resources, Finance and Information Technology divisions, ensuring effective planning, coordination, and management of these functions for the City of Ashland, Oregon. The role is responsible for providing administrative and support services to all the City's operating departments. These services include accounting, budgeting, treasury, financial reporting, purchasing and contracts oversight, payroll, employee and labor relations, benefits administration, recruitment, cyber risk management, information technology deployment and management and operation and administration of Ashland Fiber Netowrk. The Administrative Services Director also serves as a trusted advisor to the City Manager, City Council, and City departments on these matters.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. However, they are not to be construed as exclusive or all–inclusive. To perform this job successfully, an individual must be able to perform each duty satisfactorily. Other duties may also be required or assigned.

1. Relationship building and serving as a strategic thought partner to the City Manager and City team to achieve organizational goals.
2. Flexibility, creativity, and process improvement through innovative thinking.
3. Leads citywide innovation efforts by identifying opportunities for process improvement, new technology adoption, and enhanced digital services to residents and staff.
4. Successful at managing complex projects from inception to completion.
5. Ability to facilitate, mediate and build consensus.
6. Ethical, honest, respectful, professionally trustworthy and customer service focus and instill these core values in the team.

7. Advises the City Manager, Mayor, City Council, and leadership teams on financial policy, fiscal forecasting, and budget planning; contributes to strategic initiatives and long-range planning through expert financial analysis and scenario modeling.
8. Lead initiatives to attract, retain, and develop an engaged workforce that delivers outstanding services to Ashland residents and businesses.
9. Oversee the preparation and submission of the Annual Comprehensive Financial Report (ACFR) and biennial budget.
10. Ensure adherence to all legal requirements by continuously monitoring legislation, advising management on necessary actions, and enforcing compliance.
11. Administer the City of Ashland's job classification system, including developing and updating job descriptions and determining the placement of positions within the classification framework.
12. Manage compensation and benefits programs to ensure compliance with union contracts, the FLSA, and applicable state and federal regulations.
13. Support organization-wide performance management by overseeing employee transfers, promotions, disciplinary actions, and terminations.
14. Manages the City's investment strategy and monitors fund balances, cash flow, reserves, and debt obligations to maintain financial sustainability.
15. Ensure customer-focused service delivery and user support by implementing effective end-user training, system documentation, and help desk operations
16. Advise supervisors, managers, and directors in resolving complex and sensitive human resources, technology and finance issues.
17. Address employee inquiries regarding the interpretation of city policies, labor contracts, employment law, benefit programs, and personnel management, referring complex legal matters to labor counsel as necessary.
18. Ensure compliance with employment-related laws and policies—including the FLSA, EEO, Fair Employment Practices, and ADA—and oversee related complaint investigations.
19. Acts as staff liaison to the Citizen Budget Committee and Municipal Audit Commission preparing materials, facilitating discussion and presenting reports, projections and policy recommendations.
20. Guide management and staff by researching, developing, and updating policies, procedures, and guidelines while effectively communicating and enforcing the city's values.
21. Shape organizational strategy by identifying service challenges, providing insightful analysis and recommendations, and aligning objectives with overall organizational goals.
22. Perform additional duties as required.

MINIMUM REQUIRED QUALIFICATIONS

- Bachelor's Public Administration, Business Administration, Finance, Accounting or related field.
- Seven (7) years of progressively responsible human resources related experience.
- Two (2) years of supervisory experience.

OTHER REQUIREMENTS

- Seven (7) years of progressively responsible leadership role
- Five (5) years in a lead or supervisory role.

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PREFERRED QUALIFICATIONS

- SPHR, SHRM-SCP, CLRP, IPMA-CP, or other professional human resources certification.
- CPA Certification or CMA.
- Master's degree from an accredited college or university in Business Administration, Public Administration or related field.
- Experience in a municipal government setting that is similar to or larger than the City of Ashland is desirable.
- Experience with State of Oregon budget and labor laws.

SUBSTITUTION

Any satisfactory equivalent combination of education, training and experience that demonstrates the knowledge, skills and abilities to perform the duties of the job proficiently may substitute for the above requirements.

KNOWLEDGE, SKILLS AND ABILITIES

KNOWLEDGE:

- Principles and practices of public administration, including strategic planning, personnel management, budgeting, and leadership in a government setting.
- Organizational development, interdepartmental coordination, and the delivery of public services in a municipal environment.
- Best practices in fiscal management, including technology cost allocation, budgeting, forecasting, and capital project financing.
- In-depth knowledge of federal, Oregon state, and City of Ashland laws, regulations, codes, ordinances, and legal precedents governing data privacy, public records, accessibility, budget law, Governmental accounting principals (GAAP), Governmental Accounting Standards Board (GASB), HR administration, labor relations, and civil rights.
- Expertise in management and supervisory practices, including program planning, budgeting, contract administration, coordination, evaluation, and final employment recommendations.
- Proficiency in labor contracts, negotiation, and collective bargaining techniques.
- Familiarity with the administrative policies and procedures specific to the City of Ashland and its departmental operations.
- Strong grasp of budgeting, fiscal management, and project management principles and techniques.
- Proficiency with current office practices, standard office equipment, and essential software applications such as word processing, spreadsheets, and databases.

SKILLS:

- Skilled in dissecting complex administrative information, defining issues, evaluating alternatives, and recommending effective solutions.
- Proficient at organizing tasks and managing time to handle a high volume of work while adapting to shifting priorities.
- Adept at researching and comprehending complex written materials.

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- Experienced in facilitating negotiations and mediating conflicts to secure mutually beneficial outcomes.
- Effective at engaging and building collaborative relationships with diverse stakeholders.
- Capable of leveraging metrics and analytics for data-driven decision making.
- Proficient with advanced information systems and software tools to enhance operational efficiency.
- Creative in generating innovative solutions to complex challenges.
- Experienced in guiding and supporting organizational change initiatives.

ABILITIES:

- Leverage strategic planning and research to set departmental goals, develop projects/programs, and execute long- and short-range plans.
- Develop, interpret, and implement policies, procedures, and regulations, while preparing and managing detailed operating budgets.
- Establish and maintain accurate records and perform precise mathematical calculations under strict deadlines.
- Lead and train teams, organize work assignments, and adjust priorities to meet deadlines.
- Communicate clearly in writing and verbally, handling sensitive information tactfully while maintaining confidentiality.
- Exercise sound judgment and professionalism, adapting to stressful situations and responding to after-hours needs as required.
- Drive talent acquisition, onboarding, and retention strategies to build and sustain a high-performing workforce.
- Develop and implement performance management systems, employee development programs, and succession planning.
- Manage conflict resolution and employee relations, ensuring compliance with labor laws and HR policies.
- Communicate complex financial concepts clearly to technical and non-technical audiences, both verbally and in writing.
- Utilize analytics and metrics to inform strategic decision-making and continuous improvement.
- Oversee organizational change initiatives and advise City leadership on workforce planning and development.
- Cultivate strong working relationships with internal and external stakeholders.
- Demonstrate emotional intelligence, empathy, and integrity in handling complex interpersonal situations and employee grievances.

PHYSICAL AND WORK ENVIRONMENT

The physical and work environment characteristics described in this description are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions or as otherwise required by law. Employees needing reasonable accommodation should discuss the request with the employee's supervisor.

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- This work regularly requires sitting, frequently requires standing, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires walking, stooping, kneeling, crouching or crawling and reaching with hands and arms.
- Work has standard vision requirements.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Work requires preparing and analyzing written or computer data and observing general surroundings and activities.
- Work has no exposure to adverse environmental conditions.
- Work is generally in a moderately noisy office setting (e.g. business office, light traffic).

Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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_____ _____

City Manager Approval Date

EMPLOYEE ACKNOWLEDGMENT

I have received, reviewed and fully understand this job description. I further understand that I am responsible for the satisfactory execution of the essential functions as well as skills and abilities described therein. Furthermore, I understand this document will change over time, as necessary. From time to time, I understand I may be asked to perform duties and handle responsibilities that are not specifically addressed in my job description. I understand that this does not constitute an employment agreement.

_____ _____

Employee Signature *Date*

_____

Employee Printed Name

_____ _____

Department Head Signature *Date*

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