

RESOLUTION NO. 27-1997

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE OREGON DECLARING THE INTENT TO FORM A LOCAL IMPROVEMENT DISTRICT TO CONSTRUCT STREET AND STORM IMPROVEMENTS IN THE AREA OF LEWELLING ADOPTING THE PRELIMINARY ENGINEERING REPORT, CALLING FOR A PUBLIC HEARING, AND DIRECTING THAT NOTICE OF THE HEARING BE GIVEN.

WHEREAS, the City Council by Resolution No. 25-1997 directed that a Preliminary Engineering Report be prepared for the construction of street and storm improvements in an area generally described as Willow Street from 56th Avenue to Winsor Drive; and

WHEREAS, the Preliminary Engineering Report has been completed and submitted to the City Council which finds the proposed project to be feasible, and recommends this project be given a priority. Based on the City Engineer's findings, the City Engineer recommends the district be formed and the improvements be made;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Milwaukie that:

Section 1: The City Council by this resolution declares its intention to make the following improvements:

315 feet of street, curb, sidewalk, and storm drainage. 165 feet of the improvements are located on the north side of Willow Street and 150 feet of improvements are located on the south side of Willow Street.

The improvements will be located in the area generally described in the legal description found in Exhibit "A," attached hereto and incorporated herein by this reference.

Section 2: The City Council by this resolution declares its intention to form a local improvement district and to assess the benefited owners for \$29,227, a portion of the cost of the improvement.

Section 3: It is the intention of the City Council that the improvements be constructed in accordance with the plans and specifications contained within the Preliminary Engineering Report provided in Exhibit "B," attached hereto and incorporated herein by this reference. The Preliminary Engineering Report may be changed in the hearings and construction process and is hereby adopted subject to amendments.

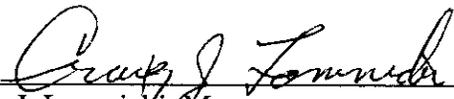
Section 4: The total estimated cost for the proposed improvement is \$68,254 and the benefited properties shall be assessed on a front footage basis to arrive at a fair apportionment of the costs among the specially benefited properties.

Section 5: A public hearing shall be held at City hall on August 19, 1997, at 7:00 p.m. At this time the City Council will hear objections or remonstrances to the proposed improvement by any property owner within the proposed local improvement district boundary.

Section 6: The Finance Director is hereby directed to give notice of the public hearing as provided in Section 3.08.040 of the Milwaukie Municipal Code.

Section 7: All remonstrances shall be filed with the City Recorder by the close of the initial public hearing. Thereafter, no remonstrances shall be considered.

Introduced and adopted by the City Council on July 15, 1997.



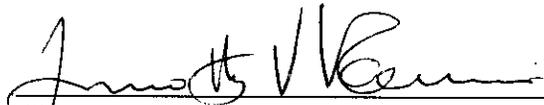
Craig J. Lomnicki, Mayor

ATTEST:

APPROVED AS TO FORM:
O'DONNELL, RAMIS, CREW & CORRIGAN



Pat DuVal, City Recorder



City Attorney

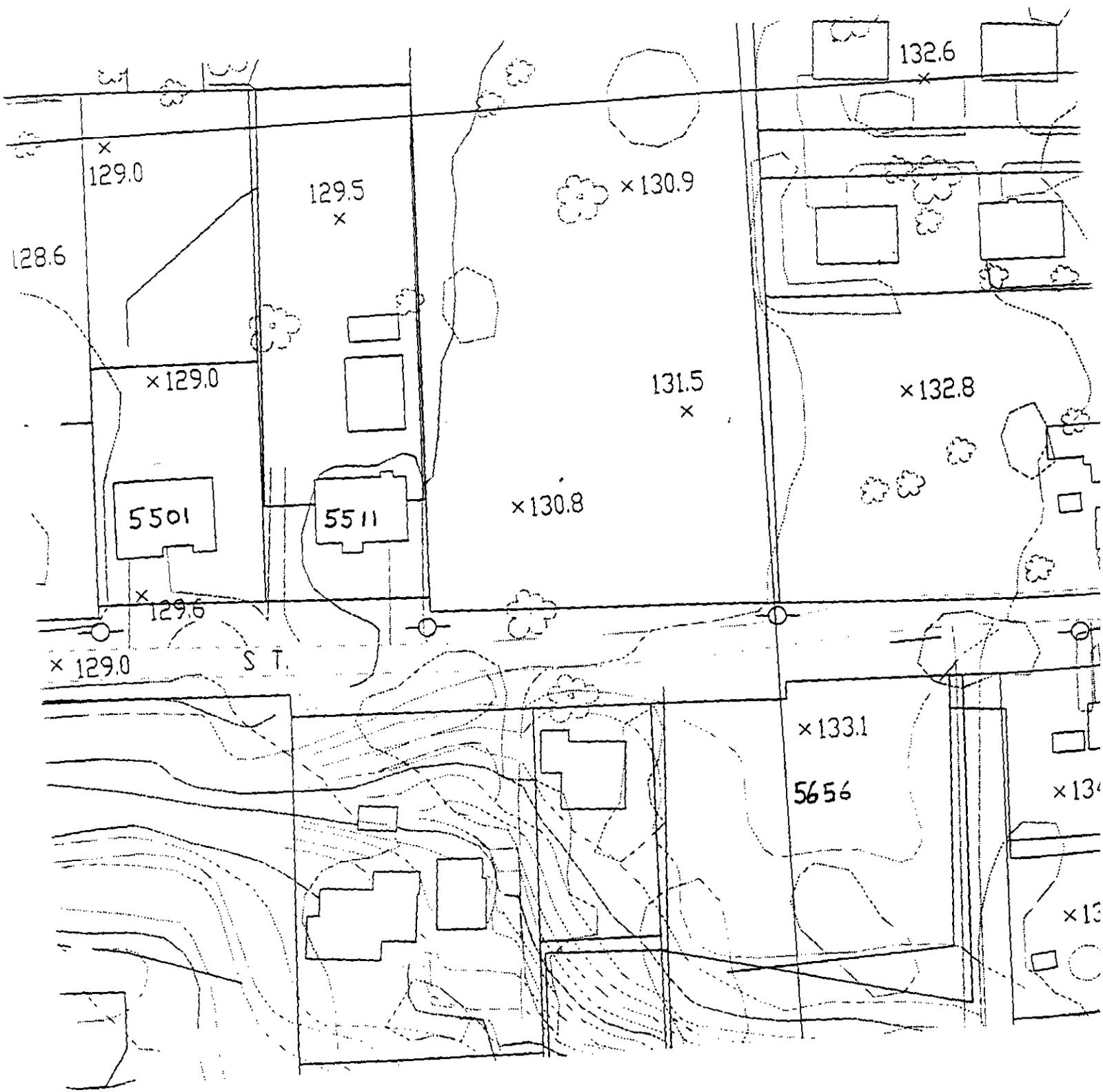
EXHIBIT "A"

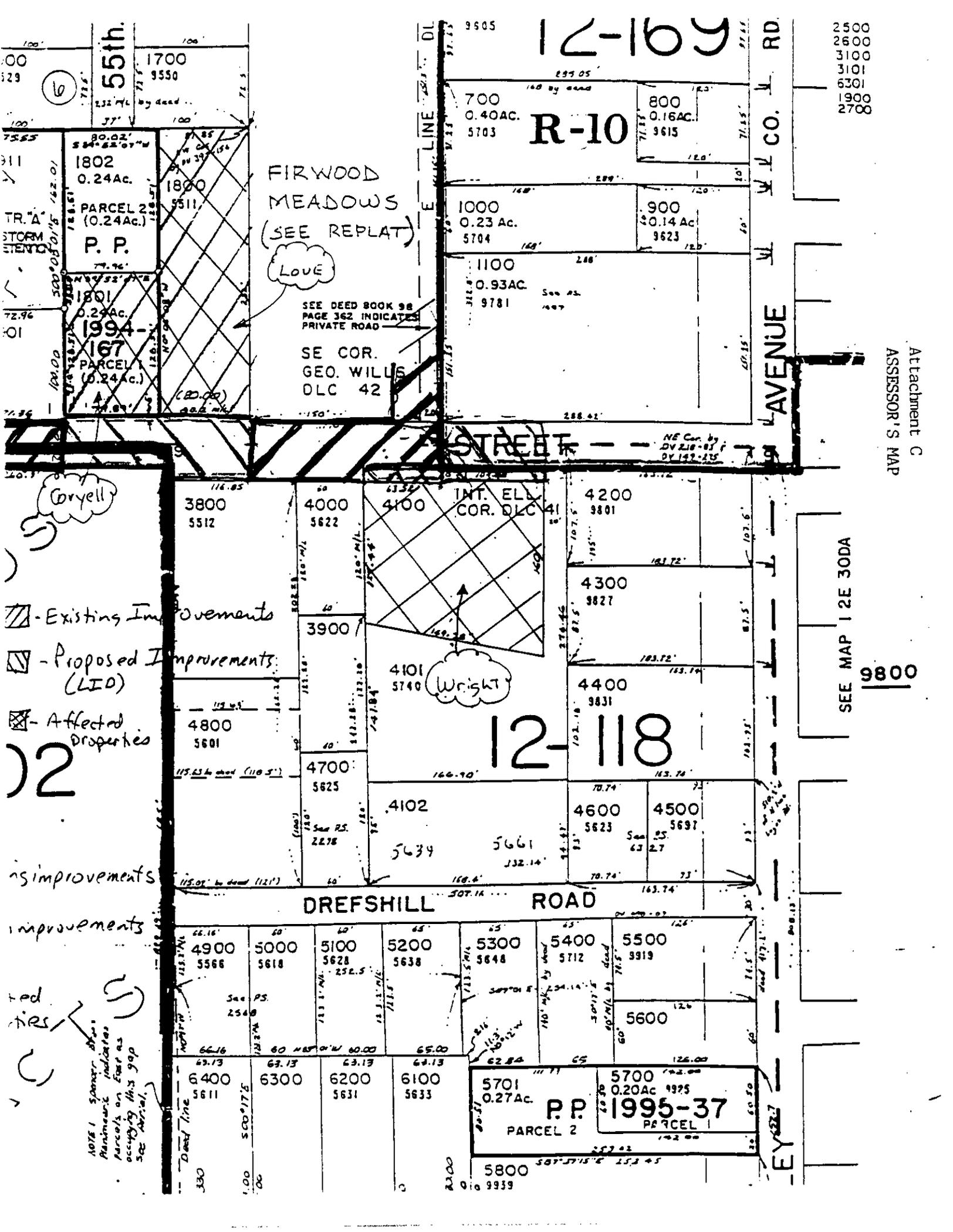
TRNO	DEVELOPER	PHONE(H)	PHONE(O)	PROJECT	OWNER	COOWNER	MALADDR	SISTRN	SISTRNA	YEARBLT	LANDVAL	BUDGYAL
12E30DB01800		659-1385		RD-97-1	LOVE RODNEY E		551 SE WILLOW ST	5511	WILLOW ST	1950	44590	59860
12E30DB01801	Y	653-0374		RD-97-1	CORVELL JOHN P	&WENDI D	5501 SE WILLOW ST	5501	WILLOW ST	1942	39470	50810
12E30DB04100	Y		621-3772	RD-97-1	WRIGHT RANDALL	HATHURST DEBORAH	14751 SE WANDA DR	5656	WILLOW ST	1900	40150	4230

DA = Developer's Agreement

(8)

WILLOW STREET LID TOPO MAP





55th

12-169

2500
2600
3100
3101
6301
1900
2700

6

1700
9550

700
0.40AC.
5703

R-10

800
0.16AC.
9615

RD.
CO.
AVENUE

FIRWOOD
MEADOWS
(SEE REPLAT)

LOVE

SEE DEED BOOK 98
PAGE 362 INDICATES
PRIVATE ROAD

SE COR.
GEO. WILLIS
DLC 42

1000
0.23 Ac.
5704

900
0.14 Ac.
9623

1100
0.93AC.
9781

STREET

NE Cor. by
DV 218-83
DV 192-235

Attachment C
ASSESSOR'S MAP

Coryell

3800
5512

4000
5622

4100
5740

INT. EL.
COR. DLC

4200
3801

Existing Improvements

Proposed Improvements
(LID)

Affected Properties

12

3900

4101
5740

Wright

4300
3827

4400
3831

12-118

4800
5601

4700
5625

4102
5634

5661
332.14

4600
5623

4500
5697

Improvements

Improvements

DREFSHILL ROAD

4900
5566

5000
5618

5100
5628

5200
5638

5300
5648

5400
5712

5500
3919

5600

10781 Sperry shows
Reimburse indicates
Parcels on East as
occupy this gap
See Aerial

6400
5611

6300

6200
5631

6100
5633

5701
0.27Ac.

5700
0.20Ac 1975

P.P. 1995-37

5800
9939

SEE MAP 12E 30DA

9800

EY



TO: Mayor and City Council

THRU: Dan R. Bartlett, City Manager

FROM: Jim Brink, City Engineer

SUBJECT: Properties with an Outstanding Assessment on Proposed Willow Street LID

<u>Tax Lot No.</u>	<u>Property Address</u>	<u>Owner</u>	<u>Account No.</u>
12E30DB01800	5511 SE Willow St	Love, Rodney E.	3211800

street\project\rd971_6.doc
7-3-97

EXHIBIT "B"

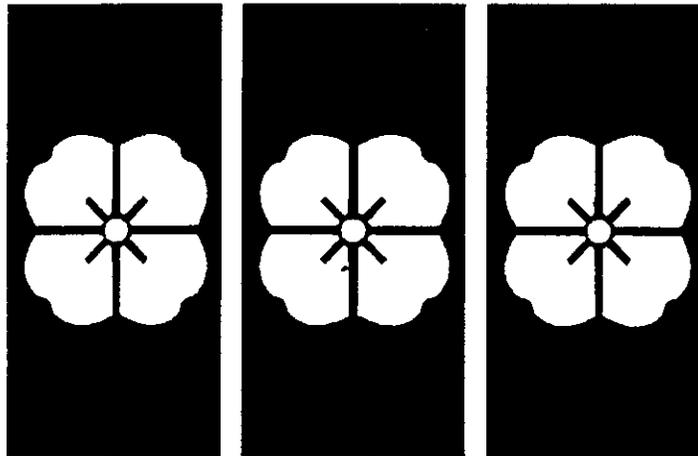
CITY OF MILWAUKIE

**WILLOW STREET LOCAL IMPROVEMENT
DISTRICT PROJECT**

LEWELLING NEIGHBORHOOD

AUGUST 1997

C I T Y O F



MILWAUKIE

**PUBLIC WORKS DEPARTMENT
CITY OF MILWAUKIE, OREGON
6101 SE Johnson Creek Blvd.
Milwaukie, OR 97206**

**NOTICE
TO
BIDDERS**

NOTICE TO BIDDERS

Notice is hereby given that the City of Milwaukie, Oregon will receive sealed bids until 2:00 PM on August 15, 1997 at the Public Works Facility located at 6101 SE Johnson Creek Boulevard, Milwaukie, Oregon 97206. Time at which each bid received for the **WILLOW STREET LOCAL IMPROVEMENT DISTRICT PROJECT** will be publicly opened and read. Late bids will not be considered.

Bidders must be prequalified to bid for street construction. Bidders not currently prequalified for this contract by the Oregon Department of Transportation may apply for prequalification with the City of Milwaukie. Bidders filing prequalification applications must request an early decision and file the statement no later than August 4, 1997.

The proposed work includes but is not limited to the following: **Reconstruction of approximately 160 feet of road including curb, sidewalk and driveway approaches. In addition, the project includes installation of approximately 540 SY of subgrade geotextile, aggregate base, and applying 130 tons of State Class C asphalt; traffic control, pipe installation and other appurtenances as required.** Contract Documents may be examined at Milwaukie Public Works Department. A non-refundable twenty five dollar (\$25.00) fee for each set of plans and specifications will be charged to contractors, additional three dollar (\$3.00) will be charged if mailing is needed.

All bidders shall comply with the requirements of ORS 279.350 "Workmen to be Paid Not Less than Prevailing Wage Rates". the project is to be completed within 60 calendar days after issuance of Notice to Proceed. Protests of Bid Specifications shall be presented to the City in writing no later than August 4, 1997. Envelopes containing protests shall be marked: **BID SPECIFICATION PROTEST - WILLOW STREET LOCAL IMPROVEMENT DISTRICT.**

Bids shall be addressed to Mr. James Brink, Public Works Director, 6101 SE Johnson Creek Boulevard, Milwaukie, Oregon 97206, and clearly marked "**BID FOR WILLOW STREET LOCAL IMPROVEMENT DISTRICT PROJECT**". All proposals must be accompanied by a bid guarantee in the amount of ten percent (10%) of the total bid amount. The successful bidder will be required to to furnish a bond for faithful performance of the contract in the full amount of the contract price. Bid shall be typed or prepared in ink, and shall be signed in ink by the bidder or an authorized representative of the bidder. Alteration or erasures, if any, shall be initialed in ink by the person signing the bid.

The City of Milwaukie reserves the right to reject any or all bids or to waive any informalities in the bidding.

James Brink
Public Works Director
City of Milwaukie, OR

August 1997

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PROPOSAL

**City of Milwaukie
Willow Street Local Improvement District Project
Bid Proposal**

TO: Mr. James Brink, P.E.
Public Works Director
6101 SE Johnson Creek Blvd.
Milwaukie, Oregon 97206

The undersigned (check one of the following and insert information requested);

- ___ a. A Corporation organized and existing under the laws of the State of _____; or
- ___ b. A partnership registered under the laws of the State of _____; or
- ___ c. An individual doing business under and assumed name registered under the laws of the State of _____

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

The bidder further declares that: a) s/he have examined the plans, specifications, and other proposed contract documents; b) s/he have determined the extent, nature and type of work to be done, the location and condition of the existing streets and roadways giving access to the site of the work, and topography of the site of the work; and c) s/he have satisfied themselves as to the conditions of the work and materials as included herein is brief, and is intended only to identify the said quantities with detailed requirements of the contract documents.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances; and to perform all labor and work necessary to construct and complete the project entitled:

Willow Street Local Improvement District Project

and all specified work appurtenant thereto, and in connection with this project for the Owner within the time limit specified and in accordance with plans, specifications, and change order documents prepared by the Public Works Director for the sums set forth in the following schedule of prices. Bidder agrees to comply with provisions of ORS 279.350, Oregon Prevailing Wage Rate Law.

Willow Street Local Improvement District Project
Lewelling Neighborhood
Bid Item List

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Cost
1.	Mobilization	1	L.S.	_____	_____
2.	Traffic Control	1	L.S.	_____	_____
3.	General Excavation	222	C.Y.	_____	_____
4.	Subgrade Geotextile	540	S.Y.	_____	_____
5.	Aggregate Base	163	C.Y.	_____	_____
6.	Type "G-2" Inlet	1	E.A.	_____	_____
7.	Pipeline Trench Excav.	155	L.F.	_____	_____
8.	Furnish & Install Class B Backfill	155	L.F.	_____	_____
9.	Furnish & Install 12" dia. ADS N-12	93	L.F.	_____	_____
10.	Furnish & Install 6" dia. Perf. Pipe	62	L.F.	_____	_____
11.	Asphalt Class C	130	Tons	_____	_____
12.	Install Driveways	3	E.A.	_____	_____
13.	Install Type "C" curb	160	L.F.	_____	_____
14.	Relocate Power Pole	1	E.A.	_____	_____
15.	Regrade Ditch	160	L.F.	_____	_____
16.	Install (5' wide, 4" thick) Sidewalk	160	L.F.	_____	_____
17.	Saw Cut	56	L.F.	_____	_____

Total Bid Price for project _____
(In Numbers)

Total Bid Price _____

(In letters)

Contract time of completion for the complete project NOT TO EXCEED 60 calendar days from issuance of Notice to Proceed.

Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the base bid.

The undersigned agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) days after receiving the Contract forms and Agreement, satisfactory Performance and Labor and Materials Payment Bonds, each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided therefor by the Owner. The Surety requested to issue the Performance Bond will be:

(Name of Surety Company)

The undersigned hereby authorizes said Surety to disclose any information to the Owner concerning the undersigned's ability to supply a Performance Bond in the amount of the Contract.

The undersigned certifies that: (1) this Bid has been arrived at independently and is being submitted without collusion with, and without any agreement, understanding, or planned common course of action with any vendor of materials, supplies, equipment or services described in the Advertisement for Bids designed to limit independent bidding or competition; and (2) the contents of the Bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the bids; and (3) if awarded the Contract, s/he will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed, and that s/he will complete the work within the specified number of days set forth in the Agreement.

The undersigned certifies that s/he has received and duly considered the following Addenda to the specifications.

Addenda Number(s): _____ to _____, inclusive.

CONTRACT

DOCUMENTS

CITY OF MILWAUKIE

PERFORMANCE-PAYMENT BOND
Willow Street Local Improvement District

KNOW ALL MEN BY THESE PRESENTS:

That we _____

a _____, hereinafter called
(Corporation, Partnership or individual)

"Principal", and _____ of _____
(Surety)

State of _____, hereinafter called the "Surety", are held and firmly bound unto the City of Milwaukie, Oregon, hereinafter called the "City", in the penal sum of _____ dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract with City, dated the ____ day of _____, 1997, a copy of which is hereto attached and made a part hereof for the construction of the project entitled:

WILLOW STREET LOCAL IMPROVEMENT DISTRICT PROJECT

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety, and if they shall notify all claims and demands incurred under such contracts, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of the failure to do so, and shall reimburse and repay the City all expense which the City may incur in making good any default, and shall promptly make payment to all person, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said contractor or otherwise, then this obligation shall be void otherwise to remain in full force and effect.



Provided, further, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Provided, further, that the said Principal shall warrant all equipment and materials furnished and work performed under this contract for a period of one (1) year from the date of the written acceptance of the project by the owner.

Provided, further, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 1997.

ATTEST:

(Seal)

(Principal) Secretary

CERTIFICATE OF INSURANCE

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This is to certify to:

That the following described policy or policies have been issued to:
(name and address of insured)

By the (name and address of insurance company)

Description of contract:

Type of Coverage	Limits of Liability	Policy No.	Expiration Date
1. Workmen's Compensation	Statutory		
2. Employers' Liability	\$		
	Bodily Injury	Property Damage *	
3. Comprehensive General Liability			
A. Premises & Operations	\$	\$	
B. Blanket Contractual	\$	\$	
C. Independent Sub-contractors	\$	\$	
D. Products Liability and Completed Operations	\$	\$	
4. Comprehensive Automobile Liability (owned, hired & now-owned)	\$	\$	

5. Other

Expires 12:01 standard time at the address of named insured stated herein.

* Indicate the following property damage liability features:

	Yes	No
1. "Broadform" including occurrence and care, custody, and control	___	___
2. Explosion, collapse, and underground damage exclusions	___	___

The insurer agrees that it will notify in writing, of any material change, expiration or cancellation of the above described policies not less than 30 days before such change, expiration or cancellation becomes effective. It is further agreed the above-named owner, his officer, agents (including the engineer) and employees are included as additional named insureds but only as respects the performance of the above described contract.

(Name of insurance company)

Date: _____

Authorized Representative

TO: Public Agency

RE: Certification of Registered Apprentice(s)
and/or Trainee(s)

The undersigned hereby certify the following apprentice(s) and/or trainee(s) is/are registered with the Oregon State Apprenticeship and Training Council in a formal program as indicated below.

Agree. Number	Name	Occupation	Current Period	Percent of Wage	Effective Date
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Ration provisions are:

By _____ / _____ / _____
Signature Contractor or Subcontractor Date

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BUREAU OF LABOR AND INDUSTRIES NOTICE OF AWARD OF PUBLIC WORKS CONTRACT (For use by Public Agencies in Complying with ORS 279.363)

CONTRACTING AGENCY INFORMATION

Name _____ Agency Number _____
Address _____
City, State, Zip _____
Agency Representative _____ Phone _____

2. CONTRACT INFORMATION

Project Name _____ Project Number _____
Project Manager Name _____ Fax Number _____
Phone Number _____
Project Location (Street(s), City, State) _____
Project County _____ Contract Amount _____
Source of Funds (i.e. 100% Federal Funds, 50/50 Federal/State, 100% Local, etc.) _____

Note: If this project is Federally funded and subject to the Davis Bacon Act, do not submit this form to the Oregon Bureau of Labor and Industries. If Federal funds are involved, but the project is subject to Oregon prevailing wage rate, please specify.

ate Contract Specifications First Advertised for Bid _____
Date Contract Awarded _____ Date Work Expected to Begin _____
Date First Progress Payment Due _____ Expected Date of Completion _____

3. PRIME CONTRACTOR INFORMATION

Name _____
Address _____
City, State, Zip _____ Phone _____
Construction Contractors Board Registration Number _____
Workers' Comp. Insurance Company _____
Workers' Comp Policy/Binder Number _____

THIS FORM WILL BE RETURNED TO THE CONTRACTING AGENCY FOR CORRECTION AND RESUBMITTAL IF INCOMPLETE.

RETURN THIS COMPLETED FORM TO: Bureau of Labor and Industries
Wage and Hour Division Rm 1160
Prevailing Wage Section
800 NE OREGON # 32
PORTLAND, OR 97232
(503) 731-4074, EXT. 250 FAX: (503)731-4623

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Bureau of Labor and Industries
Prevailing Wage Rate Unit
800 N.E. Oregon St., # 32
Portland, OR 97232
Phone: (503) 731-4074, Fax: (503) 731-4623

PUBLIC WORK CONTRACT FEE INFORMATION FORM.
(For use by contractors in complying with ORS 279.375)

THIS FORM TO BE USED FOR PROJECTS AWARDED AFTER SEPTEMBER 9, 1995 ONLY

Contractors: Please complete and mail this form to BOLI at the above address, along with the appropriate fee (1/10th of 1% of the contract price*) payable to BOLI. **MINIMUM FEE IS \$100.00, MAXIMUM FEE IS \$5,000.00.** Without the following completed information, the bureau may be unable to properly credit you for payment received.

BUSINESS NAME (DBA) _____ **CCB #** _____

MAILING ADDRESS: _____ **PHONE:** () _____
(STREET OR PO BOX #)

(CITY, STATE, ZIP)

PROJECT NAME: _____

PROJECT NUMBER: _____ **PROJECT LOCATION:** _____

AGENCY AWARDED CONTRACT: _____

AGENCY CONTACT PERSON: _____ **PHONE:** () _____

CONTRACT AMOUNT: _____ **DATE AWARDED:** _____ **DATE WORK BEGAN:** _____

*(Contract amount X .001)

(Please duplicate this form for future use)

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Bureau of Labor and Industries
Prevailing Wage Rate Unit
800 N.E. Oregon St., # 32
Portland, OR 97232
phone: (503) 731-4074, ext.: 250
FAX: (503) 731-4623

PUBLIC WORKS CONTRACT FEE ADJUSTMENT FORM

THIS FORM TO BE USED FOR RECONCILIATION OF FEES ON COMPLETION OF
PUBLIC WORKS PROJECTS

(As required by ORS 279.375 and OAR 839-16-210)

Contractors: Please complete and mail this form to BOLI at the above address, after completion of the public works project and not less than 30 days after the final payment by the contracting agency. Contractors are required to determine the final contract price, including all change orders or other adjustments to the original contract price and to calculate the adjusted prevailing wage rate fee, based on the revised contract price. Documentation must be included to support the final contract price. The prevailing wage rate fee, .001, (1/10th of 1%) shall be applied to the final contract price, with credit taken for fees already submitted. The contractor must submit the additional fee payable to BOLI with the adjustment form or requests for refund if applicable. NO ADDITIONAL FEE WILL BE CHARGED, NOR A REFUND MADE, ON ANY RECONCILED AMOUNTS UNDER \$100.00.

BUSINESS NAME (DEA) _____ CCB # _____

MAILING ADDRESS: _____ PHONE: () _____
(STREET OR PO BOX #, CITY, STATE, ZIP)

PROJECT NAME: _____

PROJECT NUMBER: _____ PROJECT LOCATION: _____

AGENCY AWARDED CONTRACT: _____ DATE AWARDED: _____

FINAL CONTRACT AMOUNT: _____ FINAL FEE DUE*: _____
(Include all change orders and adjustments to the contract price) *(Final Contract amount X .001)

ORIGINAL CONTRACT AMOUNT: _____ INITIAL FEE PAID*: _____
*(Contract amount X .001)

BALANCE DUE: _____ REFUND DUE: _____
(Final contract fee less initial fee paid)

Sample Calculation:

Final Contract Amount:	\$400,000.00	Final Fee Due:	\$400.00
Original Contract Amt:	<u>-300,000.00</u>	Initial Fee Paid:	<u>-300.00</u>
Total Adjustment:	\$100,000.00	Amount Due or Refund Due:	\$100.00

*Documentation may consist of change orders or other contract documents substantiating the amount of the contract.

BUREAU OF LABOR AND INDUSTRIES
WAGE AND HOUR DIVISION

LIST OF SUBCONTRACTORS BY PROJECT
For use by Prime Contractors in Complying with
ORS 701.055 (11) and OAR 812-03-000 (14)

PRIME CONTRACTOR NAME _____

Address _____

City, State, Zip _____ Phone _____

PROJECT NAME AND NUMBER _____

Project Location _____

CONTRACTING
AGENCY NAME _____ Phone _____

<u>SUBCONTRACTOR NAME</u>	<u>CCB REGISTRATION NUMBER</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
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The primary contractor shall provide the initial list of subcontractors to the contracting public agency and to the Wage and Hour Division of the Bureau of Labor and Industries, 800 NE Oregon #32, Portland, OR 97232, on the same date that the initial payroll and certified statement form WH-38 is due. The primary contractor will prepare and submit updated lists of subcontractors with each submittal of the payroll and certified statement.

PLANNED PUBLIC IMPROVEMENT SUMMARY

FISCAL YEAR _____

(Name of State or Local Government Agency)

PAGE _____ OF _____

Project Number	Project Name	Project Type	Project Location	Estimated Project Cost	Agency or Contract Work

ORS 289.023 generally states that not less than 30 days prior to adoption of its budget for the subsequent budget period, each public agency shall prepare and file with the Commissioner of the Bureau of Labor and Industries a list of every public improvement known to that agency that the agency plans to fund in the budget period. If the agency decides to use its own equipment and personnel for construction projects estimated to cost more than \$50,000, the agency shall show that the decision conforms to the policy of the State of Oregon that public agencies shall make every effort to construct public improvements at the least cost to the public agency, and the public agency shall cause to be kept and preserved a full, true and accurate account of the costs of performing the work including all engineering and administrative expenses and a reasonable estimate of the cost, including investment cost, of the equipment used. NOTE: This Improvement Summary together with the project estimate and least cost determination constitutes a public record available in the usual manner for public review or copying. Mail a copy of this public improvement summary to: Wage and Hour Division, 800 NE Oregon St., # 32, Portland, Oregon 97232.

INSTRUCTIONS
TO
BIDDERS



INSTRUCTIONS TO BIDDERS

This project shall be constructed following the 1990 American Public Works Association Standard Specifications for Public Works Construction, as ammended on June 22, 1992 unless otherwise indicated in the Drawings or any section of these Specifications. Where differences in the specification exist, these City of Milwaukie Specifications will have precedence.

All work under this Contract shall conform to the OSHA rules and regulations concerning construction safety and health standards.

SPECIAL

SPECIFICATIONS

24

TRENCH BACKFILL AND COMPACTION

Trench backfill shall be with granular backfill material in conformance with the appropriate Standard Plans and the following requirements:

GENERAL REQUIREMENT

- A. Backfill shall be kept moist such that the moisture content is within 2%± of optimum moisture.
- B. Maximum density and optimum moisture will be determined using AASHTO methods. A minimum of one test will be required. This test shall be done by the Certified Material Testing firm.
- C. Trench backfill for storm trenches under 8 feet in depth in roadways shall be mechanically compacted. The top 3 feet shall be compacted to at least 95% of maximum density using AASHTO T-99 and the remainder shall be compacted to at least 90% of maximum density using AASHTO T-99.
- D. When working in areas outside of traveled roadways, in yards or easements, backfill compaction may be achieved throughout the entire depth of trench by mechanical compaction to at least 90% density. Compaction of backfill will be accepted by either visual inspection, density testing, or a combination thereof. The method of acceptance will be determined by the Engineer in the field at the time of installation.
- F. All subgrade for pavement base, sidewalks, curbs and drives shall be mechanically compacted to at least 95% density.
- G. Compaction testing will be performed every 300 feet or at the discretion of the Engineer. Locations will be selected on the field. The cost of compaction testing will be incidental to backfill.

MECHANICAL COMPACTION REQUIREMENT

- A. The method of compaction shall be at the Contractor's option.
- B. The Contractor shall be responsible to provide the proper size and type of compaction equipment and select the proper method of utilizing said equipment to attain the required compaction density.
- C. In place compaction tests will be made at random locations as indicated by the Engineer. At least one test will be performed for every 300 feet of trench. Additional tests may be taken on lateral trenches. Testing will be made on the subgrade at the direction of the Engineer. Additional testing may also be required at the direction of the Engineer.
- D. The lift to be compacted shall be equal to or less than that shown in the table below, using mechanical compaction equipment.

TRENCH BEDDING AND BACKFILL

All trench bedding and backfill shall be Class B, 1"-0 crushed rock meeting the requirements of the 1990 APWA Standard Specifications for Public Works Construction section 207.

Trench bedding and backfill in the pipe zone area and the remainder of the trench shall be placed in 6 inch loose material lifts. Compaction shall be mechanical or any other means approved by the Engineer to obtain the required compaction. Compaction shall be as previously described.

Excess water shall not be added to the material, the Engineer will deduct as appropriate.

Measurement ~~and~~ payment for trench bedding and backfill will be per ton.

NATIVE BACKFILL MATERIAL

Suitable native backfill materials shall be protected from becoming contaminated or too wet for use. Only at locations outside the roadway, and as directed by the Engineer, native backfill shall be used. Bedding and a minimum of one foot of pipe zone material (1"-0) shall be placed over the pipe prior to backfilling with native material.

Native Backfill shall be incidental to trench excavation.

RESTORATION AND CLEANUP

At the end of each working day, the project shall be cleaned up and secured as directed by the Engineer. This will include, but is not limited to, the cleaning of all storm inlets, sidewalks, crosswalks, traffic lanes, and other surfaces, and the securing of all barricades, steel plates, and appurtenances, and the replacement of mail boxes or other items removed during construction. All excavated trenches will be backfilled or covered with steel sheets. Inlets and sumps shall be protected from sand or other material entering said appurtenances in accordance with the EROSION PREVENTION AND SEDIMENT CONTROL PLANS TECHNICAL GUIDANCE HANDBOOK and the Erosion Control Plan.

All areas damaged by construction shall be restored to equal or better condition as determined by the Engineer. Restoration of landscaping includes reseeding grassy areas located along the west side of the existing sidewalk and shall be considered incidental to the Erosion Control bid item. No separate payment will be made for landscape restoration. Restoration of pavement shall be made incidental to the Asphalt Concrete bid item. Whenever possible, the Contractor shall avoid damaging existing trees and shrubs.

Any costs incurred by the Contractor in providing compliance with this specification will be considered incidental to the work and no separate payment will be made thereof.

The Contractor must work with the Engineer to prepare as constructed data.

CONTROL OF WORK

UTILITIES AND EXISTING IMPROVEMENTS

- A. Information shown as to location of existing water courses, drains, water lines, storm lines or utility lines is provided for the Contractor's information and convenience and is not, in any way, warranted to be accurate by the City. The Contractor shall verify all such information and shall deal with varying conditions at its own expense.
- B. Operation of water valves and hydrants by unauthorized personnel is strictly prohibited. Obtain written permission from, and pay any fee required to the Milwaukie Water Division, prior to using a water hydrant. Hydrants will be used in strict conformance with all permit conditions.
- C. Provide for the flow of all water services, water mains, stormlines, drains, or water courses interrupted during the progress of the work and restore such drains or water courses as approved by the Engineer at no additional cost to the City.
- D. Be responsible for all costs for the repair of any and all damage to any utility, whether previously known or disclosed during the work, as may be caused by the work. Maintain in place utilities not shown on the drawings to be relocated or altered by others. If the Contractor requires temporary relocation for convenience or because of the method of construction or as a result of site conditions, the Contractor shall bear all costs for said temporary relocation. Maintain utilities which are relocated by others in their relocated positions in order to avoid interference with structures which cross the project work. In order to protect underground facilities, excavators performing work shown on these Plans must notify utilities at least 48 business day hours but not more than 10 business days prior to commencing an excavation in accordance with the provisions of ORS 757.541 to 757.571.
- E. Make excavations and borings ahead of work, as necessary, to determine the exact location of interfering utilities, or underground structures. When this is not feasible or practical or the need for such work was not foreseen, such utility owners or the City shall have the right to enter upon the Right-of-Way and upon any structure therein for the purpose of making new installations, changes or repairs. Conduct operations so as to provide the time needed for such work to be accomplished during the progress of the improvement, at no additional cost to the City.

- F. It is understood that there will be interfering utilities, service laterals, and other underground pipes, drains or structures encountered on underground projects that are not shown or are shown incorrectly on the Plans and/or have not been previously discovered in the field. The Contractor agrees this is a normal and usual occurrence in the construction of underground improvements. Furthermore, Bidders understand and agree that work in some cases must be done in close proximity to said utilities and underground pipes, drains, and structures not shown or shown incorrectly on the Plans, which may require a change in operations and may cause sloughing of the trench, additional traffic control, additional pavement and backfill costs, and time; the Contractor agrees that a reasonable number of these occurrences are usual and ordinary on underground projects and are reflected in the Bid and plan of operation.

- G. The Engineer will require a reasonable amount of time to perform design changes necessitated by directly conflicting utilities, and/or the utility owners will require a reasonable amount of time to make necessary utility relocations. The amount of time will be decided between the Project Manager and the Contractor's Project Supervisor on a case by case basis.

- H. The Contractor agrees to provide a reasonable amount of time for design changes and/or utility relocations due to said interference in the Bid and understands that no additional compensation for interruption of schedule, extended overhead, delay or any other impact claim or ripple effect or any other costs whatsoever will be paid. Additional contract time will be allowed for design changes and/or utility relocation conflicts or interferences.

PROTECTION OF PROPERTY

- A. Protect all trees, lawns, and planted areas within the Right-of-Way or easements. Restore all on-surface disturbed areas by seeding, mulching, and providing erosion control.

If conditions are such that seeding cannot be done, provide temporary erosion control measures as set forth in the EROSION PREVENTION AND SEDIMENT CONTROL TECHNICAL GUIDANCE HANDBOOK or as directed by the Engineer.

TRENCH BACKFILL AND COMPACTION

Trench backfill shall be either 1"-0 crushed rock or native material as called for in the plans and shall be placed in conformance with the appropriate Standard Plans and the following requirements:

GENERAL REQUIREMENT

- A. Backfill shall be kept moist such that the moisture content is within 2%± of optimum moisture.
- B. Maximum density and optimum moisture will be determined using AASHTO methods. A minimum of one test will be required. This test shall be done by the Certified Material Testing firm.
- C. Trench backfill for storm trenches shall be mechanically compacted. The top 3 feet shall be compacted to at least 95% of maximum density using AASHTO T-99 and the remainder shall be compacted to at least 90% of maximum density using AASHTO T-99 except in the pipe zone which shall be compacted to 95% of maximum density. Do not overcompact within the pipe zone.
- D. When working in areas outside of traveled roadways, in yards or easements, backfill compaction may be achieved throughout, the entire depth of trench by mechanical compaction to at least 90% density. Compaction of backfill will be accepted by either visual inspection, density testing, or a combination thereof. The method of acceptance will be determined by the Engineer in the field at the time of installation.
- F. All subgrade for pavement base, sidewalks, curbs and drives shall be mechanically compacted to at least 95% density.
- G. Compaction testing will be performed every 300 feet or at the discretion of the Engineer. Locations will be selected on the field. The cost of compaction testing will be incidental to backfill.

MECHANICAL COMPACTION REQUIREMENT

- A. The method of compaction shall be at the Contractor's option.
- B. The Contractor shall be responsible to provide the proper size and type of compaction equipment and select the proper method of utilizing said equipment to attain the required compaction density.
- C. In place compaction tests will be made at random locations as indicated by the Engineer. At least one test will be performed for every 300 feet of trench or as directed by the Engineer. Additional tests may be taken on lateral trenches. Testing will be made on the subgrade only at the direction of the Engineer. Additional testing may also be required at the direction of the Engineer.

DISPOSAL OF EXCAVATED MATERIALS

All excavated materials identified by the Engineer to be **suitable** shall be delivered to the Public Works Department or to a designated location as directed by the Engineer with at least one day of notice. All **unsuitable** material shall become the property of the Contractor, and shall be disposed of by the Contractor at no additional cost to the City. Sewage, hazardous waste, contaminated excavated material, manholes, pipes or other unsuitable materials excavated by the Contractor shall become the property of the Contractor, and shall be disposed in a landfill approved for acceptance of such material. All costs for disposing of this excess material shall be included in the Bid items for the particular work involved.

EROSION CONTROL

This work shall consist of the installation and maintenance of temporary construction site erosion control measures. Erosion control design standards and control measures are published under a separate reference: EROSION PREVENTION AND SEDIMENT CONTROL PLANS TECHNICAL GUIDANCE HANDBOOK, City of Milwaukie, (hereinafter referred to as the Erosion Control Handbook). This publication is available at the Public Works Department 6101 SE Johnson Creek Boulevard, Milwaukie OR 97206. Utilize the latest version of the Erosion Control Handbook revised February 1995.

The intent of the City is that no excavated material or other construction debris enter the storm system.

The Contractor shall prepare its Erosion Control Plan previous to the preconstruction conference. Changes and/or additions to the Erosion Control Plan may be required by the Engineer.

PAYMENT

Erosion Control will be paid on a Lump Sum basis.

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GRANULAR TRENCH BACKFILL MATERIAL FOR STORM PIPE

Measurement and payment for this item will be made on a per cubic yard in place basis. If excess water is added to the material, the Engineer will deduct as appropriate. Imported granular material is specified to be placed in the trench or pipe line embankment. See detail for trench width pay limits.