

**Bidding Documents for
Highland Estates Homeowners Association Road Repair Project
Otis, Oregon**

LCE Project No. 3747
CDBG-DR OHCS PIERS Grant No. 9045
April, 2026



This document has been assembled by Lower Columbia Engineering, LLC as requested by ColPac EDD. The following documentation has been compiled in relation to the proposed road repair project as illustrated in the Project Plans and as evaluated in the related Environmental Review Record. The following individual shall be contacted with concerns pertaining to this project:

Project Manager:

Sarah Lu Heath
Columbia Pacific Economic Development District
PO Box 1535
St Helens, OR 97051
971-328-2877

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Highland Estates Road Repair Project
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PROJECT INFORMATION

Project Name

Highland Estates Road Repair Project

Owner

Highland Estates Homeowners Association
("HEHA")/Columbia Pacific Economic Development
District ("ColPac")

CDBG-DR OHCS PIERS Grant No.

9045

Owner's Representative

Lower Columbia Engineering, LLC ("LCE")

Document Prepared By

LCE/ColPac

Comments to be Directed To

Sarah Lu Heath

Project Location

Otis, Lincoln County, Oregon, Township 4N Range 4W Section 4

Starting at the intersection of NE Highland Rd and Highway 101 (milepoint 111.05), terminating approximately 1.6 miles uphill at the end of NE Highland Rd. Note that work is not expected along the entire 1.6 miles to the terminus.

See Project Plans

Project Description

This project calls for demoing and repaving of approximately 100,000 sqft of damaged and aging existing paved roadway. NE Highland Rd is part of a road network used by HEHA residents and extends to a few side roads. Along NE Highland Rd, the roadway alternates from portions of pavement to crushed rock and back to pavement multiple times. For this project, only specifically outlined portions of the existing pavement will be worked on.

See the Project Plans for further illustration.

Note that work includes the access point to Highway 101. In coordination with ODOT it is understood that the proposed construction timeline imposes limited work windows on any work that would affect ODOT Right-of-Way traffic and would require traffic control. This includes no-lane-closure-days and limited work hours (7PM – 6AM only). These limitations are expected to apply for the westernmost portion of work only. All other portions of road improvements are expected to be completed without impact to ODOT Right-of-Way traffic.

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PART 1 – BID INVITATION, INSTRUCTIONS AND FORMS

- Invitation to Bid
- Instructions to Bidders
- Bid Form
- Bid Bond
- Contract Documents (including Subrecipient Grant Agreement No. 9045)
- Payment Bond
- Performance Bond
- Guarantee Bond
- Statutory Public Works Bond
- First-Tier Subcontractor Disclosure Form
- Noncollusion Affidavit Certification
- Applicable Experience Record
- Lobbying Certification and Disclosure

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Highland Estates Road Repair Project
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Invitation to Bid

Owner: Highland Estates Homeowner’s Association (HEHA)/Columbia Pacific Economic Development District (ColPac)

Owner’s Representative: Lower Columbia Engineering, LLC (LCE)

Sealed bids for the Highland Estates Roadway Repair project should be mailed to Columbia Pacific Economic Development District, PO Box 1535, St Helens, OR 97051 or delivered in person to Columbia Pacific Economic Development District, in care of Columbia County, 2nd Floor of the John Gumm Building & Civic Center, 251 Saint Helens Street, Saint Helens Oregon 97051. Bids will be received until:

2:00 PM, Tuesday, May 12th, 2026.

Bids will be publicly opened and read aloud via Zoom teleconference meeting (link to be shared with Bidders at future date) at:

10:00 AM, Wednesday, May 13th, 2026.

Bids shall be submitted in a sealed envelope marked “**Project Bid Enclosed**” and shall bear the project title, Bidder’s name and Bidder’s address.

A Prebid meeting, followed by a field tour, will be scheduled to meet at the Lincoln City Community Center (2150 NE Oar Pl, Lincoln City, OR 97367):

2:00 PM, Friday April 17th, 2026.

Statements made by the Owner, their representative at the meeting, or tour will not change the Bidding Documents unless confirmed by written addendum.

Addenda, if issued, will be made available on the Columbia Pacific Economic Development District website in the same location as these Bidding Documents. It is the Bidder’s responsibility to check if addenda have been issued and acknowledge each addendum in the bid.

Principal Elements of Proposed Work:

- Demo 100,000 sqft of existing pavement (assumed pavement depths 2” – 4”, to be verified by contractor prior to commencement).
- Establish compacted, sound crushed rock base course prior to repaving.
- Repave 100,000 sqft of ground roadway (3” pavement depth).
- Approximately 3,800 sqft of the above-mentioned 100,000 sqft is an established approach off of Oregon Coast Hwy 101. Special specifications for this work are listed in the remainder of this Construction Document.
- Install, maintain and inspect appropriate erosion and sediment control best management practices “(ESC BMPs”) per obtained project permit.

Anticipated Schedule:

The following schedule shall act as a general outline for the project based on preliminary team expectations. Successful Bidder will be responsible for providing an official Work Schedule upon Contract execution. Bidder is responsible for informing Owner’s Representative, prior to Bid Window Closing, if the projected Construction Completion date is not attainable. All dates are for the 2026 calendar.

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Bid Window Closes-	May 12
Contract Execution-	May 13 – May 27
Construction-	May 28 – July 6
<i>Walkthrough and Corrections-</i>	<i>June 22 – July 6</i>
Construction Completed-	July 7

Drawings and Specifications:

Project Plans and Specifications are included in these Bidding Documents. Project Plans may be seen separately on the Columbia Pacific Economic Development District website in the same location as these Construction Documents.

Project Plans and Technical Specifications may be examined in-person during regular business hours and by appointment only at:

John Gumm Building & Civic Center, 251 Saint Helens Street, Saint Helens, Oregon 97051

Bidding Requirements:

Bidders must be pre-qualified in accordance with the laws of the State of Oregon. Only bids from pre-qualified Bidders will be opened.

No bid for a construction contract shall be received or considered unless the bidder is registered with the Construction Contractors Board (CCB). The Contractor and every Subcontractor must have a Public Works Bond filed with the CCB before starting work on the project.

Each bidder must indicate on the bid form whether they are a resident or nonresident bidder as defined in ORS 279A.120(b).

Bids will be received for a single prime Contract. Bids shall be on a not-to-exceed basis. All work performed on this project will be subject to the prevailing rates as determined by the Davis-Bacon or BOLI wage determination, whichever is higher. All proposals shall be made on the proposal forms. All proposals shall be accompanied by a Bid Bond, equal to five percent (5%) of the total bid proposal. Bid Bond shall be forfeited to the Owner if the Contractor fails to execute the contract within 10-days after acceptance of the bid and award of the Contract.

It will be the responsibility of the Bidder to ensure their Bid is based on the correct prevailing wage determination. Davis-Bacon and BOLI wage determinations will be locked-in **10 days before the bid opening date**. Davis Bacon and Boli wage determinations should be consulted. For each classification of laborer, the higher rate will apply to the project.

Pursuant to ORS 289C.380, the Successful Bidder will be required to provide a Performance Bond and Payment Bond in the amount of one-hundred percent (100%) of the contract price. Successful Bidder will be responsible for providing a Statutory Public Works Bond in the amount of thirty-thousand dollars (\$30,000). To guarantee the performance of the contract Upon completion of Work, the Successful Bidder will be responsible for providing a Guarantee Bond in the amount of one-hundred percent (100%) of the construction costs to guarantee the work performed for one (1) year following the completion of Work.

Pursuant to ORS 279C.370, bidders on public works projects with a contract value of \$100,000 or more are required to disclose, 2-hours after bid opening, the bidder's first-tier subcontractors. The bidder shall provide the information as required on the First-Tier Disclosure Form, provided in the Contract Forms. The First-Tier Disclosure Form will be received until:

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12:00 PM (noon), Wednesday, May 13th, 2026.

Bids received after the above-mentioned deadline, or for which the First-Tier Disclosure Form has been received after the associated deadline, will not be considered.

Notice of Intent to Award to the qualified, responsive Bidder submitting the lowest responsible bid, is expected to be made on:

Wednesday, May 13th, 2026.

The Owner and Owner's Representative reserve the right to reject any or all bids and to waive irregularities not in compliance with the prescribed bidding procedures and requirements. Any bids may be rejected upon finding that it is in the public interest to do so. Bidders may not withdraw or modify their bid after bid opening, preceding Award of Contract, unless said award is delayed for a period exceeding 90 days.

This project is being supported with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery funding allocated through the OHCS Planning, Infrastructure, and Economic Revitalization (CDBG-DR OHCS PIER) in response to the 2020 Labor Day Fires qualifying disaster. Said grant is being administered by the Oregon Housing and Community Services Department (OHCS). Accordingly, the project and underlying contract requires the contractor to comply with all terms and conditions of the Subrecipient Grant Agreement as well as applicable state and federal laws governing said Grant. A copy of said agreement is attached.

For further information on this project please direct questions in writing to:

Sarah Lu Heath
Columbia Pacific Economic Development District
PO Box 1535
St Helens, OR 97051
sarahlu@nworegon.org
971.328.2877

DATED: **April 8th, 2026**

Instructions to Bidders

1. Defined Terms:

- A. "Project" means the Highland Estates Road Repair Project.
- B. "Owner" Highland Estates Homeowners Association, who will own the completed infrastructure. "Owner" also means Columbia Pacific Economic Development District, which is the fiscal agent administering the Grant acting on behalf of the Highland Estates Homeowners Association. Both Owners will be parties to the Contract.
- C. "Owner's Representative" Lower Columbia Engineering, LLC ("LCE"), which has been appointed by the Owner to coordinate project implementation, communicate with Successful Bidder through construction, and generally oversee work.
- D. "Bidder" means one who submits a bid directly to the Owner's Representative, distinct from a sub-bidder who submits a bid to a Bidder.
- E. "Contract" means the construction contract Owner and Contractor.
- F. "Contractor" means the successful Bidder that is awarded the project contract.
- G. "Bidding Documents" means the Invitation to Bid, Instruction to Bidders, Contract Forms, Technical Specifications, and Project Plans (including all Addenda issued prior to receipt of Bids).
- H. "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom (based on evaluation and contract execution) the Project Contract is awarded.
- I. "CDBG-DR OHCS PIER" means Community Development Block Grant Disaster Recovery funding allocated through the OHCS Planning, Infrastructure, and Economic Revitalization ("Grant").
- J. "Grant" means the Subrecipient Grant Agreement No. 9045.
- K. "ColPac" means Columbia Pacific Economic Development District, who will be acting as the Owner's Representative.
- L. "LCE" means Lower Columbia Engineering, LLC., who will be acting as the Owner's Representative and project engineer.
- M. "ODOT" means the Oregon Department of Transportation and may generally be used to further describe Right-of-Way and associated roadway infrastructure that is under the jurisdiction of the Oregon Department of Transportation.
- N. "ROW" means Right-of-Way.
- O. "Work" means Contractor's performance of the Project.

2. General:

- A. A general description of the work to complete for this project is in the Invitation to Bid and is further described in the Special Provisions of the Construction Contract, Technical Specifications, ODOT Specifications, and Project Plans.
- B. Time to complete construction will be limited to the contracted period.
- C. Construction limitations will be imposed on work affecting traffic in the ODOT ROW as described in the ODOT Specifications.
- D. The Specifications applicable to the work on this project include the 2024 edition of the "Oregon Standard Specifications for Construction" and as modified by the Special Provisions.
- E. This is a formal procurement. Faxed or emailed bids will not be accepted.
- F. Bids for the Work shall be submitted on a not-to-exceed basis. Award of the Contract will be on not-to-exceed terms.
- G. Bids shall be prepared to include all material, labor, transportation, work, etc., necessary to accomplish the work as described in these Construction Documents.

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Communication related to this project shall be directed in writing to the Owner's Representative:

Sarah Lu Heath

Columbia Pacific Economic Development District

sarahLu@nworegon.org

- H. Contractor shall comply with prevailing rates as specified by the Davis-Bacon or BOLI wage determination, whichever is higher. Determinations shall be based on the rates effective ten (10) days prior to bid opening and will be posted as an addendum to be included as a part of the Contract Documents. Bidder is responsible for ensuring that their Bid accounts for the established wage determination.
- I. Award of contract is contingent upon Contractor's active status in the Federal System of Award Management (SAM). The SAM portal can be found at sam.gov.
- J. The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, project permits and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

3. Construction Documents:

- A. It is the responsibility of each Bidder, before submitting a Bid, to: examine the Construction Documents thoroughly; visit the site to familiarize themselves with local conditions that may affect cost, progress, or performance of the Work; consider federal, state and local laws, ordinances, rules and regulations that may affect cost, progress or performance of the Work; study and correlate Bidder's observations with the Construction Documents; and notify Owner's Representative of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in the Construction Documents.
- B. The Bidding Documents, under which execution of work is proposed, consist of the bound material here, with Contract Forms, Technical Specifications, Project Plans and all attached Addenda, and as more specifically defined in the Contract. These Construction Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any Bidder contemplating the submission of a Bid and being in doubt as to the meaning or intent of said Construction Documents should request the Owner's Representative, in writing, to provide an interpretation thereof. Any interpretation or change in the Construction Documents will be made only in writing through Addenda. A copy of such interpretation or change will be posted on the Columbia Pacific Economic Development District website in the same location as these Bidding Documents.
- C. Information and data reflected in the Bidding Documents with respect to existing facilities at or contiguous to the site is based upon the best information and data available at the time of evaluation. Owner and Owner's Representative do not assume responsibility for the accuracy or completeness thereof. It is the Bidder's responsibility to collect additional information necessary to complete the work and to avoid unnecessary impact to adjacent infrastructure and property. Any such impact will be the Contractor's responsibility and shall be addressed and mitigated immediately, at the expense of the Contractor.
- D. Before submittal of Bid and upon request from Bidder, Owner may grant Bidder access to the site for the undertaking of additional investigations and tests which the Bidder deems necessary for providing a thorough and accurate Bid to Owner and Owner's Representative. Bidder shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation.

- E. The real property (lands) upon which the Work is to be performed, easements, Rights-of-Way for access thereto, and other lands designated for use by Owner's Representative in performing the Work are identified in the Contract Documents. All additional land and access thereto required for temporary construction facilities or storage of materials and equipment are to be specified by Contractor to Owner's Representative.
- F. The submission of a Bid will constitute an uncontroversial representation by the Bidder that Bidder has complied with every requirement of these instructions, that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- G. Failure to comply with these instructions will not relieve the Successful Bidder of their obligation to enter into a contract and complete the Work in strict accordance with the Contract Documents.

4. Community Development Block Grant Requirements:

- A. The Work shall comply with the Community Development Block Grant (CDBG) requirements. See CDBG-Funded Construction Project Contract Inserts.

5. Materials and Substitute or "Or-Equal" Items:

- A. The Contract, if awarded, will be on the basis of material and equipment described in the Project Plans or specified in the Technical Specifications without consideration of possible substitute or "or equal" items.
- B. Materials required to complete the Work and listed within the Bid shall be listed and sourced in accordance with the Build America Buy America Act.
- C. Once the Contract is awarded, Contractor will be responsible for furnishing Submittals for all material, equipment, items, etc. to the Owner's Representative in a timely manner, prior to commencing with any given portion of the Work. If a Submittal is not acceptable, Contractor will be responsible for furnishing revised Submittals until it is satisfactory for the applicable portion of Work.
- D. Whenever it is indicated in the Project Plans or specified in the Technical Specifications that a substitute or "equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Owner's Representative, application for such acceptance will not be considered until after the Effective Date of the Contract.

6. Changes in the Work:

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to all specifications and limitations in the Contract Documents.
- B. A Change Order shall be formally submitted and be based upon agreement among the Owner, Owner's Representative, Contractor, and approved by the CDBG Project Manager. A Construction Change Directive requires approval by the CDBG Project Manager and may or may not be agreed to by the Contractor.
- C. Contractor shall limit work executed under the Contract to that which is described in these Bidding Documents. If Contractor is employed to do additional work in this area, it shall not be

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included as part of this Project, shall not be charged to this Project, and shall not be incompatible with the completed Project in accordance with the Contract Documents in any manner.

7. Bidders and Subcontractors:

- A. To demonstrate qualifications to perform the Work, each Bidder must submit data required with the Contract Forms, including the Applicable Experience Record and must be prepared to submit, within five days of request, additional written financial data and other information. The Successful Bidder shall be registered with the Construction Contractors Board.
- B. Bidder shall be familiar with Davis-Bacon labor standards and able to enforce these standards throughout construction.
- C. Each prospective Bidder must submit in a separate sealed envelope, a completed First-Tier Subcontractor Disclosure Form within two hours after the time of the Bid opening. The separate envelope must be clearly labeled "FIRST-TIER SUBCONTRACTOR LIST" and shall be marked with the Bidder's name and Project title.
- D. Bidders are required to disclose information about first-tier subcontractors, specifically when the contract amount of a first-tier subcontractor is equal to or greater than 5% of the total project bid or \$15,000, whichever is greater, or \$350,000, regardless of the percentage of the total Project bid.
- E. Failure to submit a completed First-tier Subcontractor Disclosure Form in a separate sealed envelope prior to the deadline will be cause for rejection of the Bid. The list shall include subcontractors furnishing labor or furnishing labor and materials in connection with the Project.
- F. Before giving Notice of Award and after due investigation, if Owner or Owner's Representative, has reasonable objection to any proposed subcontractor, supplier, or other person or organization involved in the Work, Owner or Owner's Representative may request the apparent Successful Bidder to submit an acceptable substitute. In such a case, the apparent Successful Bidder shall submit an acceptable substitute with Bidder's Bid price increased or decreased by the difference in cost occasioned by such substitution. These changes may be considered in evaluating Bids and awarding the Contract.
- G. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible bidder that proposes to use acceptable subcontractors, suppliers, or other persons or organizations involved in the Work. Declining to make any such substitution will not constitute grounds for sacrificing the Bid Security of any Bidder. Any subcontractor, supplier, or other person or organization involved in the Work so listed and to whom the Owner or Owner's Representative does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Owner's Representative subject to revocation of such acceptance after the Effective Date of the Contract for cause.
- H. No Contractor shall be required to employ any subcontractor, supplier, or other person or organization involved in the Work against whom they have reasonable objection.
- I. The Contractor shall perform with their own organization not less than one-third of the Work and shall not sublet more than one-half of the Work without Owner's prior written consent.
- J. No subcontractor will be recognized as such, and all persons engaged in the Work shall be considered the agent of the Contractor and Contractor shall be responsible to Owner for all subcontractors, whether Contractor has a direct contract with the subcontractor. When it is stated in the Bidding or Contract Documents that a subcontractor shall do something, it means that the Contractor shall cause such person to do that thing. Without limiting the generality of the foregoing, and for the avoidance of doubt, all Work associated with the Project shall be subject to the provisions of the Contract.

8. Liquidated Damages:

- A. Liquidated damages shall be \$500.00 per day for failure to comply with the Contract timeline. More specific provisions for liquidated damages are set forth in the Contract.
- B. Recognizing that time is of an essence on this project and delays will cause the Owner financial loss if Work is not completed within the specified time, plus any extensions that Owner permits in accordance with the General Conditions. Accordingly, the Contractor will pay Owner, or Owner may withhold from any sums due the Contractor, \$500.00 for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by the Owner, Contractor will pay Owner, or Owner may withhold from any sums due Bidder, \$500.00 for each day that expires after the time specified in the Contract for Final Completion until the Work is completed and ready for final payment.

9. Contract Documents:

- A. The Contract Documents are included with these Bidding Documents for reference and shall be deemed to be incorporated into the Contract in their entirety.
- B. All blank spaces in the forms must be filled in legibly, typed or in ink, in both words and figures prior to execution of the Contract. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

10. Submission of Bids:

- A. It is the Bidder's sole responsibility to see that its Bid is received in proper time.
- B. Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and the name and address of the Bidder, and shall be accompanied by the Bid Security and other required documents.
- C. The Bidder shall sign their proposal in the blank spaces provided. Proposals made by corporations or partnerships shall contain the names and addresses of principal officers or partners. If the proposal is made by a corporation, it must be acknowledged by one of the principal officers thereof and shall be binding on the Bidder; if made by a partnership, by one of the partners.
- D. All names must be typed or printed below the signature and be legible.
- E. The Bid shall contain an acknowledgment of receipt of all Addenda on the Bid Form.
- F. Submitted Bids must not contain any erasures, interlineations or other corrections.
- G. Any Bid shall be deemed non-responsive which contains omissions, items uncalled for, unbalanced items or which in any manner fail to conform to the conditions of the published Bidding Documents.
- H. The address to which communications are to be directed regarding the Bid must be shown.
- I. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the envelope face.
- J. Bids received after the scheduled closing time for filing bids, as set in the Invitation to Bid, will be rejected and returned unopened to the Bidder unless such closing time is extended.

11. Bid Security:

- A. Bid security in the amount of five percent (5%) of the Bid must accompany each Bid proposal. Bid security may be in the form of a surety bond, cashier's check, or certified check ("Bid Security"), but if it is a surety, it will comply with the requirements of ODOT Specifications for Construction.
- B. If a surety bond is submitted as Bid Security, it shall be written on the form included in these Bidding Documents or similar instrument reasonably acceptable to Owner, and the attorney-in-fact who executes the bond shall affix to the bond a current copy of the Bidder's power of attorney.
- C. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required Contract Security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract Security within ten days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- D. The Bid Security of the three apparent lowest responsible Bidders will be retained by Owner until the seventh day after the Effective date of the Agreement, whereupon Bid Security furnished by such Bidders will be returned. Bid Security and Bids which are not competitive will be returned within seven days after the Bid opening.

12. Contract Timing:

- A. General construction timeframes are outlined in the Invitation to Bid and further described in the Contract Documents. It will be the responsibility of the Successful Bidder to ensure that the Work is accomplished as described.
- B. The number of days within which the Work is to be substantially completed and also completed and ready for final payment are set forth in the Contract Documents.

13. Modifying or Withdrawing Bid:

- A. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals, either by written request or in person. Bids may be modified in writing prior to the time and date set for the Bid Window to Close. Any modifications shall be prepared on Bidder's letterhead or shall be re-submitted copies of the initial Bid documents, signed by authorized personnel, stating that the new Bid supersedes or modifies the prior Bid and is to be submitted in a sealed envelope, appropriately marked. Telefax, electronic mail, verbal, or other similar modifications will not be accepted.
- B. No proposal may be withdrawn or modified after the time scheduled for the Bid Window to Close unless the award of the Contract is delayed for a period exceeding ninety (90) days.

14. Award of Contract:

- A. Owner reserves the right to reject any and all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- B. Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations (including those who are to furnish material or equipment) proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other

persons, and organizations must be submitted as specified. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment proposed for incorporation into the Work may also be considered by Owner.

- C. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform or furnish materials or equipment associated with the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- E. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the public Bid Opening.
- F. Award of the bid shall be based on the lowest total Base Bid Price of a responsible and eligible Bidder.

15. Performance and Payment Bonds:

- A. Performance and Payment Bond shall be in the forms included in these Bidding Documents or as approved by Owner in Owner's sole and absolute discretion.
- B. When the Successful Bidder delivers the executed Contract to the Owner, it shall be accompanied by the required Performance Bond and Payment Bond. Performance Bond and Payment Bonds shall be in an amount not less than one hundred percent (100%) of the Contract Price.

16. Oregon Statutory Public Works Bond:

- A. Successful Bidder will be responsible for providing a Statutory Public Works Bond in the amount of thirty-thousand dollars (\$30,000).
- B. This shall be completed in accordance with CDBG Exhibit 6D.

17. Guarantee Bond:

- A. Upon completion of Work, the Successful Bidder will be responsible for providing a Guarantee Bond in the amount of one-hundred percent (100%) of the construction costs to guarantee the Work performed for one (1) year following its completion.

18. Execution of Contract:

- A. Within ten (10) days after receiving Notice of Award, the Successful Bidder shall execute the Contract hereto attached with the Owner and provide the required Bonds.

19. Erosion and Sediment Control Expectations:

- A. Successful Bidder is required to cooperate and coordinate Work on the Project with Owner's Representative such that Owner's Representative can timely and accurately complete reports required by any permit condition or regulation, including, without limitation, the DEQ 1200-C permit required for the Project.
- B. Owner's Representative will act as the Designated Erosion and Sediment Control Inspector pursuant to the DEQ 1200-C permit. Accordingly, Successful Bidder will be required to comply with Owner's Representative directives related to compliance the DEQ 1200-C permit, including facilitating inspections and furnishing information required to timely complete erosion and sediment control reports.

Bidding Documents

Highland Estates Road Repair Project

CDBG-DR OHCS PIERS Project



20. Special Note Pertaining to ODOT ROW:

- A. ODOT specifications shall be adhered to when working in the ODOT ROW and when work would affect traffic within the ODOT ROW. Contractor is responsible for investigating, understanding and adhering to these regulations.
- B. Based on preliminary understanding, it is expected that work affecting ODOT ROW will be limited to:
 - Work between 7PM and 6AM
 - No closures on Friday
 - No closures on the weekend
- C. Successful bidder will be responsible for providing proof of liability insurance to Owner and ODOT as required by OAR 734-051-5060.
- D. Successful bidder will be responsible for providing performance bond or a cash deposit in lieu of bond, in the amount of \$10,000.00, payable to ODOT.

Bid Form

Project: Highland Estates Road Repair
Bid Closing: Date: **Tuesday, May 12th, 2026** Time: **2:00 PM**
Bid Submitted To: Columbia Pacific Economic Development District
Bid #: _____ *[for office use]*

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to complete all work as specified or indicated in the Construction Contract for the Contract price and within the Contract time indicated in the Contract Documents and in accordance with the Contract Documents. The Owner reserves the right to award any or all Bid Items, as determined by the Owner, in order to meet available funding limitations.

1. By submitting a Bid, Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. Bidder will sign the Contract and submit the bonds and other documents required by the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
2. The undersigned Bidder hereby agrees that governing provisions will be complied with, such that Bidder will pay to Bidder's employees the prevailing rate of wage as determined by either Davis-Bacon or BOLI labor standards, whichever is higher on the date of setting wage determinations which shall be ten (10) days prior to Bid opening. The undersigned Bidder further agrees to pay such wages not less than once per week.
3. The Work to be performed by the Successful Bidder shall comply with all federal, state and local laws and regulations. This includes but is not limited to the following permits which shall be obtained and furnished to Owner's Representative prior to commencement of the Work: ODOT Construction Permit, DEQ 1200-C Permit.
4. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined all the Bidding and Contract Documents and the following addenda:

Addendum Number:

Addendum Date:

Receipt of all of which is hereby acknowledged by Bidder along with copies of the Invitation to Bid and the Instructions to Bidders.

- b. Bidder has (a) examined these Bidding Documents thoroughly, (b) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or furnishing the Goods and Special Services, (c) studied and carefully correlated observations with the Bidding Documents, specifically, without limitation, Subrecipient Grant

Bidding Documents

Highland Estates Road Repair Project

CDBG-DR OHCS PIERS Project



Agreement No. 9045, and (d) if specified, or if, in their judgment, any local condition which may affect the cost, timing, or other performance of the Work, Contractor has visited the site to become familiar with local conditions.

- c. The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of these Bidding Documents and that said Bidding Documents are sufficient in scope and detail to indicate and convey sufficient understanding of all terms and conditions affecting the performance of the Work and completion of the Project.
 - d. This Bid is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm, partnership, or corporation and is not submitted in conformity with any agreement or rules concerning competition of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over Owner; and has executed and attached hereto the Noncollusion Affidavit Certificate.
5. Bidder agrees that they will meet the time schedule as set forth in the Contract. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to faithfully perform and complete the Project within the Contract times.
6. The award of the bid shall be based on the lowest total Bid Price, given that lowest total Bid Price is proposed by qualified, responsible Bidder submitting a responsible Bid.
7. The following items are required for submittal of a complete Bid Package:
- Bid Form
 - Bid Security
 - First-Tier Subcontractor Disclosure Form
 - Noncollusion Affidavit Certificate
 - Applicable Experience Record
 - Preliminary Work Schedule
 - Certification Regarding Lobbying and Disclosure of Lobbying Activities

8. Bidder will complete the Work for the following Not-to-Exceed Bid Price:

Project total Not-to-Exceed Bid Price (numerical form):

\$ _____

Project total Not-to-Exceed Bid Price (written form):

9. Bidder shall fill out the following table for itemized work costs. Bidder shall fill out additional rows described as "*Bidder Specified Other:*" if necessary for their expected completion of Work. All costs described in the Not-to-Exceed Bid Price, above, shall be accounted for within this table.

Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



Item	Unit Cost	Item Cost	Item Cost in Words
1.Mobilization			
2.Demo of Existing Pavement (excluding work at access to ODOT ROW)			
3.Paving (excluding work at access to ODOT ROW)			
4.Traffic Control (excluding work at access to ODOT ROW)			
5.Demo of Existing Pavement at Access to ODOT ROW			
6.Paving at Access to ODOT ROW			
7.Traffic Control for Work at Access to ODOT ROW			
8.Culvert at Access to ODOT ROW			
9.Installed Erosion and Sediment Control BMPs			
10.Project Administration/Management			
11. <i>Bidder Specified Other:</i> _____ _____			
12. <i>Bidder Specified Other:</i> _____ _____			
13. <i>Bidder Specified Other:</i> _____ _____			
14. <i>Bidder Specified Other:</i> _____ _____			

10. Bidder shall provide a preliminary Work Schedule detailing timeframes to complete the Work. Successful Bidder will be responsible for providing an official Work Schedule upon Contract execution.

11. The following documents or requirements are incorporated into the Bid and shall be deemed a part of the Contract Documents, whether or not attached they are specifically referenced in the Bidding Documents, Bid, or Contract Documents:

- Required Bid Security
- Non-Collusion Affidavit Certificate
- Required Federal and State Contract Clauses

Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



12. Communications concerning this Bid shall be addressed to: _____

Submitted on _____, 2026

If Bidder is:

An Individual

By: _____
(Individual's Name)

doing business as: _____

Business Address: _____

Phone No. _____ License No. _____

Partnership

By: _____
(Firm's Name)

(General Partner)

Business Address: _____

Phone No. _____ License No. _____

Corporation

By: _____
(Corporations's Name)

(General Partner)

(Name of Person Authorized to Sign)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address: _____

Phone No. _____ License No. _____

Bidding Documents

Highland Estates Road Repair Project

CDBG-DR OHCS PIERS Project



Joint Venture

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

-[END BID FORM SECTION]-

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that _____

(HERE INSERT FULL NAME AND ADDRESS OR LEGAL TITLE OF CONTRACTOR)

as Contractor, hereinafter referred to as the “Contractor” or “Bidder,” and

(HERE INSERT FULL NAME AND ADDRESS OR LEGAL TITLE OF SURETY)

a corporation duly organized under the laws of the State of _____ as surety
(the “Surety”), are held and firmly bound unto the

Columbia Pacific Economic Development District as obligee (the “Owner”) in the sum of

dollars (\$ _____)

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

WHEREAS, the Contractor has submitted a bid (the “Bid”) for certain repairs to roads within and around the Highland Estates Homeowners Association development providing for private and public transportation pursuant to a certain Community Development Block Grant No. 9045 for wildfire recovery (the “Project”),

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

Signed and Sealed this _____ day of _____, 2026.

(Contractor)

Seal

(Witness)

(Title)

(Surety)

Seal

(Witness)

(Title)

(A certified copy of the Agents' Power-of-Attorney must be attached hereto.)

-[END BID BOND SECTION]-

Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



First-Tier Subcontractor Disclosure Form

Project: Highland Estates Road Repair
Bid Closing: Date: **Tuesday, May 12th, 2026** Time: **2:00 PM**
Bid Opening: Date: **Wednesday, May 13th, 2026** Time: **10:00 AM**
Form Due: Date: **Wednesday, May 13th, 2026** Time: **12:00 PM**
Form Submitted To: Columbia Pacific Economic Development District
Bid #: _____ *[for office use]*

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.)

<u>Name</u>	<u>Dollar Value</u>	<u>Category of Work</u>
1) _____	\$ _____	_____
2) _____	\$ _____	_____
3) _____	\$ _____	_____
4) _____	\$ _____	_____
5) _____	\$ _____	_____
6) _____	\$ _____	_____
7) _____	\$ _____	_____
8) _____	\$ _____	_____

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. _____

-[END OF FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM SECTION]-

Noncollusion Affidavit Certificate

State of _____)

§

County of _____)

The undersigned, being duly sworn, deposes and says that the person, firm, association, partnership, or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to Owner for consideration in the award of a contract on the improvements described as follows:

Highland Estates Road Repair Project

(Firm Name)

(Authorized Member)

Sworn to before me, this _____ day of _____, 2026

(Notary Public)

in and for the State of _____

County of _____

-[END OF NONCOLLUSION AFFIDAVIT CERTIFICATE SECTION]-

Bidding Documents

Highland Estates Road Repair Project

CDBG-DR OHCS PIERS Project



Applicable Experience Record

The following form shall be filled out to demonstrate competence and experience with five projects similar to that which the Bidder is submitting this Bid for. Do not list projects valued less than \$50,000. Do not list projects constructed before 2015. Fill out form with most recent project first and oldest last.

Project #1

Project Name and Location:

Project Description (include scope, length and additional pertinent details: _____

Project Cost (contracted): _____ Project Cost (actual): _____

Project Completion Date (contracted): _____ Project Completion Date (actual): _____

Was Project Federally Funded (Y/N): _____ Did Project Include ODOT ROW (Y/N): _____

Contact Name and Title: _____ Contact Phone No. _____

Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



Project #2

Project Name and Location:

Project Description (include scope, length and additional pertinent details: _____

Project Cost (contracted): _____ Project Cost (actual): _____

Project Completion Date (contracted): _____ Project Completion Date (actual): _____

Was Project Federally Funded (Y/N): _____ Did Project Include ODOT ROW (Y/N): _____

Contact Name and Title: _____ Contact Phone No. _____

Project #3

Project Name and Location:

Project Description (include scope, length and additional pertinent details: _____

Project Cost (contracted): _____ Project Cost (actual): _____

Project Completion Date (contracted): _____ Project Completion Date (actual): _____

Was Project Federally Funded (Y/N): _____ Did Project Include ODOT ROW (Y/N): _____

Contact Name and Title: _____ Contact Phone No. _____

Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



Project #4

Project Name and Location:

Project Description (include scope, length and additional pertinent details: _____

Project Cost (contracted): _____ Project Cost (actual): _____

Project Completion Date (contracted): _____ Project Completion Date (actual): _____

Was Project Federally Funded (Y/N): _____ Did Project Include ODOT ROW (Y/N): _____

Contact Name and Title: _____ Contact Phone No. _____

Project #5

Project Name and Location:

Project Description (include scope, length and additional pertinent details: _____

Project Cost (contracted): _____ Project Cost (actual): _____

Project Completion Date (contracted): _____ Project Completion Date (actual): _____

Was Project Federally Funded (Y/N): _____ Did Project Include ODOT ROW (Y/N): _____

Contact Name and Title: _____ Contact Phone No. _____

-[END OF APPLICABLE EXPERIENCE RECORD]-

Disclosure of Lobbying Activities

Disclosure of Lobbying Activities (Federal Standard Form SF-LLL) - Sample

DISCLOSURE OF LOBBYING ACTIVITIES		
Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352 OMB Number: 4040-0013 Expiration Date: 06/30/2028		
Review Public Burden Disclosure Statement		
1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input style="width: 100%;" type="text"/> * Street 1 <input style="width: 100%;" type="text"/> Street 2 <input style="width: 100%;" type="text"/> * City <input style="width: 100%;" type="text"/> State <input style="width: 100%;" type="text"/> Zip <input style="width: 100%;" type="text"/> Congressional District, if known: <input style="width: 100%;" type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime		
6. * Federal Department/Agency: <input style="width: 100%;" type="text"/>		7. Federal Program Name/Description: <input style="width: 100%;" type="text"/> Assistance Listing Number, if applicable: <input style="width: 100%;" type="text"/>
8. Federal Action Number, if known: <input style="width: 100%;" type="text"/>		9. Award Amount, if known: \$ <input style="width: 100%;" type="text"/>
10. a. Name and Address of Lobbying Registrant: Prefix <input style="width: 100%;" type="text"/> * First Name <input style="width: 100%;" type="text"/> Middle Name <input style="width: 100%;" type="text"/> * Last Name <input style="width: 100%;" type="text"/> Suffix <input style="width: 100%;" type="text"/> * Street 1 <input style="width: 100%;" type="text"/> Street 2 <input style="width: 100%;" type="text"/> * City <input style="width: 100%;" type="text"/> State <input style="width: 100%;" type="text"/> Zip <input style="width: 100%;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input style="width: 100%;" type="text"/> * First Name <input style="width: 100%;" type="text"/> Middle Name <input style="width: 100%;" type="text"/> * Last Name <input style="width: 100%;" type="text"/> Suffix <input style="width: 100%;" type="text"/> * Street 1 <input style="width: 100%;" type="text"/> Street 2 <input style="width: 100%;" type="text"/> * City <input style="width: 100%;" type="text"/> State <input style="width: 100%;" type="text"/> Zip <input style="width: 100%;" type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input style="width: 100%;" type="text"/> * Name: Prefix <input style="width: 100%;" type="text"/> * First Name <input style="width: 100%;" type="text"/> Middle Name <input style="width: 100%;" type="text"/> * Last Name <input style="width: 100%;" type="text"/> Suffix <input style="width: 100%;" type="text"/> Title: <input style="width: 100%;" type="text"/> Telephone No.: <input style="width: 100%;" type="text"/> Date: <input style="width: 100%;" type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Certification Regarding Lobbying

Certification Regarding Lobbying (Federal GG Lobbying Form) - Sample

OMB Number: 4040-0013
 Expiration Date: 06/30/2028

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 undersigned, 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.

Statement for Loan Guarantees or Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
[Redacted]	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text"/> Middle Name: <input type="text"/>
* Last Name: <input type="text"/>	Suffix: <input type="text"/>
* Title: <input type="text"/>	
* SIGNATURE: <input type="text"/>	* DATE: <input type="text"/>

Bidding Documents

Highland Estates Road Repair Project

CDBG-DR OHCS PIERS Project



PART 2- CONTRACT DOCUMENTS AND REQUIREMENTS

- Form of Agreement Between Owner and Contractor (Basic Terms, General Conditions, and Special Provisions)
- Performance Bond

- Payment Bond

- Guarantee Bond

- Certificate of Insurance- *Sample*

- Proof of Liability Insurance as Required by OAR 734-051-5060

- Performance Bond Payable to ODOT

- Required Federal and State Contract Clauses (CDBG Exhibit 5F)

- Federal Labor Standards Provisions (CDBG Exhibit 6A)

- Oregon Statutory Public Works Bond (CDBG Exhibit 6D)

- Notice of Construction Contract Award and Start of Construction (CDBG Exhibit 6F)- *Sample*

- Oregon Housing and Community Services Department Community Development Block Grant Disaster Recovery Subrecipient Grant Agreement (CDBG Exhibit 6G)

Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



Form of Agreement Between Owner and Contractor

THIS AGREEMENT (the "Contract") is made and entered into this _____ day of _____, 2026, by and between Highland Estates Homeowners Association ("Highland"), Columbia Pacific Economic Development District ("ColPac") (Highland and ColPac are together referred to herein as "Owner"), and

(The official name, form of organization, and address of contractor—

if partners, name of partners)

("Contractor").

Recitals

Whereas Highland is the owner of certain road improvements that were damaged by wildfire in 2020 (the "Road").

Whereas ColPac has agreed to act as Highland's fiscal agent to administer federal grant funds for the purpose of repairing the Road (the "Project") and to oversee the Project.

Whereas ColPac has entered into that certain Subrecipient Grant Agreement No. 9045 (the "Grant Agreement") with the Oregon Housing and Community Development Services Department ("OHCS") which contains requirements for the Project and a copy of which is attached hereto as **Exhibit A** and incorporated herein.

Whereas ColPac and Highland deem it prudent to act collectively as Owner with respect to the Project and agree to jointly assume the rights and obligations arising under this Contract for the purpose of ensuring that the Project is completed faithfully according to the Grant Agreement and in compliance with all applicable laws.

Whereas ColPac has engaged Lower Columbia Engineering ("Owner's Representative") to act as Owner's Representative and oversee and ensure the faithful performance of the Project.

To that end, and in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Agreement

1. Work. Contractor shall complete all work necessary to complete the Project (the "Work") in accordance with the documents, drawings, and specifications provided by Owner for the Project (the "Contract Documents") (including, without limitation, the Grant Agreement) and in compliance with all applicable laws. Said Contract Documents are more fully defined and described in Paragraph 7 of these Basic Terms. The Work is more fully described in the Special Conditions and in the Contract Documents but generally consists of demoing and repaving roadway sections providing access to the Highland Estates Homeowners Association development. Principal items of the Work consist of the following:

Demo 100,000 sqft of existing pavement (assumed pavement depths 2" – 4", to be verified by Contractor prior to commencement).

Establish compacted, sound crushed rock base course prior to repaving.

Bidding Documents

Highland Estates Road Repair Project CDBG-DR OHCS PIERS Project



Repave approximately 100,000 sqft of ground roadway (3" pavement depth).

Approximately 3,800 sqft of the above-mentioned 100,000 sqft is an established approach off Oregon Coast Hwy 101. Special specifications for this area are further described in the Contract Documents and required by applicable law. It shall be Contractor's responsibility to comply with applicable regulations and requirements specific to this area.

Install, maintain and inspect appropriate ESC BMPs per obtained project permit.

Contractor acknowledges that it has received special notice of ODOT specifications and limitations pertaining to the Work that would affect ODOT right-of-way traffic and is responsible to investigate, understand and comply with said specifications and limitations.

2. Materials. Contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.

3. Contract Time. The Work shall commence within ten (10) calendar days after the date of the Notice to Proceed and shall be completed by the Contractor accepted by the Owner no later than _____, 2026, unless the period for completion is extended otherwise by the Contract Documents or by written agreement of the parties (the "Contract Time").

4. Contract Price. Owner shall pay Contractor the sum of \$_____ as shown in Contractor's bid (the "Contract Price") for the faithful performance of the Work.

5. Liquidated Damages. Owner and Contractor recognize that time is of the essence and that Owner will suffer financial loss if the Project is not complete within the Contract Time. Owner and Contractor acknowledge and agree that it would be impractical and extremely difficult to estimate, ascertain, or determine the actual damages suffered by Owner for such delay. Accordingly, in the event that Contractor fails to complete the Work within the Contract Time, Contractor shall pay Owner \$500 per day as liquidated damages until the Project is complete and accepted by Owner. The parties acknowledge and agree that \$500 per day is a reasonable estimate of damages for delay and is not a penalty. The parties further acknowledge and agree that the payment of liquidated damages is meant to reimburse Owner only for loss of use delay damages and that Owner reserves the right to pursue any other remedy available against Contractor including, but not limited to, seeking actual delay damages. Contractor shall not be charged with liquidated damages if the delay is due to unforeseeable causes beyond its reasonable and actual control, including, without limitation, acts of God or of the public enemy, freight embargoes, fires, floods, and other natural disasters.

6. Progress Payments. Owner shall make timely progress payments on the basis of Contractor's application for payment as approved by Owner's Representative in accordance with the Contract Documents. Prior to substantial completion, progress payments will be an amount equal to not more than 95% of the Work completed and 95% of the materials and equipment not incorporated in the Work, but delivered and suitably stored, less in each case the aggregate of payments previously made. Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price, less such amounts as the Owner shall determine in accordance with Section 19 of the General Conditions. Final payment shall be made upon final completion and acceptance of the Work in accordance with Section 19 of the General Conditions.

7. Contract Documents. The term "Contract Documents" means and includes the following:

This Contract and all exhibits attached hereto;
General Conditions;

Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



Special Conditions;
Invitation to Bid;
Instructions to Bidders;
Bid Form;
Bid Bond;
Non-Collusion Affidavit;
First-Tier Subcontractor Disclosure Form;
Bidder's Performance and Payment Bond Statement;
Notice of Intent to Award;
Notice of Award;
Oregon Prevailing Wage Rates;
Performance Bond;
Payment Bond;
Guarantee Bond;
Notice to Proceed;
Drawings and Specifications;
Change Orders;
Specifications bearing the title Construction Documents, consisting of divisions, as listed in table of contents thereof.
Technical Specifications.
Project Plans and Drawings.
Contractor's Bid pages _____ to _____, inclusive, marked Exhibit _____.
Required insurance certificates.
Oregon Standard Specifications for Construction, 2024 edition.
Oregon Department of Transportation Construction Permit and correlated Specifications.

8. Contractor's Representations. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- (a) Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and any federal, state and local laws, ordinances, rules, and regulations which may affect the cost, progress, or performance of the Work in any manner;
- (b) Contractor has carefully studied all reports, investigations, and tests of subsurface and latent physical conditions at the site which may affect cost, progress, or performance of the Work and which were relied upon in the preparation of the Drawings and specifications;
- (c) Contractor has made or has caused to be made examinations, investigations, tests and studies of reports and related data, in addition to those referred to in paragraph (b), which Contractor deems necessary for the performance of the Work, determination of the Contract Price, and completion of the Project within the Contract Time in accordance with the other terms and conditions of the Contract Documents. No additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes;

(d) Contractor has reconciled the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents;

(e) Contractor has given the Owner's Representative written notice of all conflicts, errors or discrepancies which it has discovered in the Contract Documents and the written resolution thereof by Owner's Representative is acceptable to Contractor and Contractor will continue to provide such written notice in the event it later discovers any conflicts, errors or discrepancies in the Contract Documents.

9. Miscellaneous

(a) No assignment by a party hereto of any right under or interest in the Contract Documents will be binding on any other party to this Contract without the written consent of the parties sought to be bound; and specifically, but without limitation, monies which may become due and monies which are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(b) This Agreement shall be binding upon all parties to the Contract and their respective partners, successors, heirs, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

(c) Owner's address for written notice shall be _____ and as may be updated from time to time with not less than 48 hours' prior written notice to Contractor.

(d) Contractor's address for written notice shall be _____ and as may be updated from time to time with not less than 48 hours' prior written notice to Owner.

(e) The parties acknowledge and agree that the recitals set forth above are true and correct, are incorporated into this Contract, and shall form an integral and binding part hereof.

[signatures follow]

THIS CONTRACT is effective on the _____ day of _____, 2026.

OWNER (CoIPac):

CONTRACTOR:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

OWNER (Highland):

By: _____
Name: _____
Its: _____

GENERAL CONDITIONS

Section 1. Definitions. Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable in both the singular and plural or masculine or feminine thereof:

1. **Addenda.** Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Contract Documents, Drawings and specifications by additions, deletions, clarifications, or corrections.
2. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
3. **Bonds.** Bid, payment, performance, and guarantee bonds and other instruments of security attached and incorporated into this Contract.
4. **Change Order.** A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Contract.
5. **Contract Price.** As set forth in the Basic Terms of the Contract above.
6. **Contract Time.** As set forth in the Basic Terms of the Contract above.
7. **Contractor.** The person, firm, or corporation with whom Owner has executed this Contract.
8. **Direct Cost.** An actual, allowable, reasonable, and documented cost directly payable by Contractor that is identifiable to and arises from Contractor's performance of the Work. Direct Costs include, but are not necessarily limited to, labor, materials, fuel, equipment rentals, authorized Subcontractor or Supplier mark ups, or permit fees.
9. **Drawings.** The part of the Contract Documents which show the characteristics and scope of the Work to be performed and are referred to in the Contract Documents.
10. **Owner's Representative.** As set forth in the Basic Terms of the Contract above.
11. **Field Order.** A written order issued by the Owner's Representative which orders minor changes in Work not involving an adjustment in the Contract Price or an extension of the Contract Time.
12. **Substantial Completion.** The date certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents such that the Project or a specified part can be utilized for the purposes for which it is intended.
13. **Subcontractor.** An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
14. **Supplier.** Any person or organization who supplies materials or equipment for the Work, but who does not perform labor at the site.

15. **Work.** All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the Project.

16. **Written Notice.** Any notice to any party to the Contract, or relative to any part of this Contract, in writing. Written Notice shall be considered delivered and service shall be deemed complete when posted by certified mail or registered mail to the party at the party's last given address as shown in the Basic Terms above, or when delivered in person to the party or the party's authorized representative on the worksite.

Section 2. Preliminary Matters.

1. **Delivery of Bonds.** When the Contractor delivers the executed Contract Documents to the Owner, Contractor shall also deliver to Owner such bonds as the Contractor may be required to furnish.

2. **Copies of Documents.** Owner shall furnish to Contractor up to three (3) copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

3. **Commencement of Contract Time.** The Contract Time shall commence to run on the day indicated in the Notice to Proceed.

4. **Insurance.** Before undertaking any Work on the Project, Contractor shall obtain and, during the life of this Contract, Contractor shall maintain the following minimum public liability and property damage insurance naming Owner as an additional insured, which shall protect Owner and Contractor from claims for injuries, including accidental death, as well as from claims for property damage which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents whether such performance is by Contractor or any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may render Owner or Contractor liable:

(a) Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$2,000,000.

(b) Statutory workers' compensation and employer's liability insurance for the State of Oregon.

(c) Any other insurance that may be required by applicable law.

Contractor shall provide Owner with certificates of the above minimum required insurance before undertaking any Work on the Project. Insurance policies shall not be amended, canceled or terminated without 30-days' prior Written Notice to Owner.

Section 3. Contract Documents.

1. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. They may be altered only by written modification, signed by an authorized representative of the party to be bound.

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2. The Contract Documents are complementary; what is called for by one is binding as if called for by all. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall report it to the Owner's Representative in writing at once and before proceeding with the Work affected by the conflict.

3. It is the intent of the specifications and Drawings to describe the complete Project to be constructed in accordance with the Contract Documents. Any Work which may reasonably be inferred from the specifications or Drawings as being required to produce the intended result shall be included whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual or code in effect at the time of the opening of the bid, except as may be otherwise specifically stated. However, no provision of any reference, standard, specification, manual or code shall change the duties and responsibilities of the Owner, Contractor, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by Owner's Representative and binding on Contractor.

4. Reuse of Documents. Neither Contractor nor any Subcontractor, manufacturer, fabricator, Supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, specifications, or other documents which are a part of this Contract. Said documents may not be reused by any party without the express written consent of the Owner and of the preparer of the documents.

Section 4. Materials, Service and Facilities.

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the Contract Time.

2. Materials and equipment shall be stored so as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

3. All materials and equipment shall be of good quality and new except as otherwise specifically provided in the Contract Documents.

4. Equivalent Materials and Equipment. Whenever materials or equipment are specified or described in the Drawings or specifications by using the name of proprietary item or the name of a particular manufacturer, fabricator, Supplier, or distributor, the name of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, Suppliers, or distributors may be accepted by Owner's Representative if sufficient information is submitted by Contractor to allow the Owner's Representative to determine that the material proposed is equivalent to that named.

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5. Contractor shall be fully responsible for all acts and omissions of its Subcontractors, Suppliers, and of persons and organizations directly or indirectly employed or used by Contractor and any Subcontractor or Supplier and of persons or organizations for whose acts any of them may be liable to the same extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in these documents creates any obligation on the part of Owner to pay or to see to the payment of any monies due any Subcontractor, Supplier, or other person or organization except as may otherwise be required by law.

Section 5. Fees, Taxes, and Permits.

1. Contractor shall pay all applicable royalties and license fees. Contractor shall defend all suits or claims for infringement of any patent rights and save Owner harmless from loss on account thereof.
2. All permits and licenses required for construction shall be obtained at the expense of Contractor. Owner shall assist the Contractor when necessary in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work and which are applicable at the time of Bid opening. Contractor shall pay all charges of utility service companies for connections to the Work, if any. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with applicable law.

Section 6. *Intentionally Omitted*

Section 7. Protection of Work, Property and Persons.

Contractor shall be responsible for initiating, maintaining and supervising all necessary or reasonable safety precautions and programs in connection with the Work, including, without limitation, those required by law. Contractor shall take all necessary and reasonable precautions for the safety of, or provide the necessary protection to prevent injury, damage, or loss to, all employees on the worksite and other persons who may be affected. Contractor shall also be responsible for all safety precautions regarding all Work and all materials or equipment to be incorporated into the Work, whether in storage on or off the site, and the property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction. Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or Supplier, or anyone directly or indirectly employed or used by any of them or any for whose acts any of them may be liable except for acts directly attributable to Owner or Owner's Representative or any person employed by either of them whose acts are not attributable directly or indirectly in whole or in part to the fault or negligence of Contractor.

Section 8. Supervision by Contractor.

Contractor shall supervise and direct the faithful performance of the Work. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall employ and maintain on the Work site a qualified supervisor who shall have been designated in writing by Contractor as Contractor's representative at the site. The supervisor shall have full authority to act on behalf of Contractor and all communications given to the supervisor shall be as binding as if given to Contractor. The supervisor shall be present on the site to the extent required to perform adequate supervision and coordination of the Work.

Section 9. Changes in Work.

Owner may order reasonable changes in the scope of the Work without invalidating the Contract at any time. If such changes are substantial such that an increase or decrease in the amount due under the Contract Documents is warranted, or the time required for performance of the Work should be adjusted, an equitable adjustment shall be authorized by Change Order. Owner or Owner's Representative may also, at any time, by issuing a Field Order, make minor changes in the details of the Work. Contractor shall proceed with the performance of any minor changes in the Work so ordered, unless Contractor believes that such Field Order entitles Contractor to a change in the Contract Price or Contract Time, or both, in which event Contractor shall give Owner's Representative Written Notice of the proposed Change Order within two (2) days after receipt of the Field Order, or earlier if reasonably required under the circumstances for timely completion of the Project. Contractor shall document in Contractor's Written Notice the basis for the proposed change in the Contract Price or Contract Time. Contractor shall not execute such changes until it receives an executed Change Order or further instruction from Owner. If Contractor executes the change without receiving an executed Change Order, Owner may, without prejudice to any other right or remedy, withhold any additional payment requested in Contractor's Written Notice for the changed Work.

Section 10. Changes in Contract Price.

The Contract Price may be changed only by a written, signed Change Order setting forth the agreed upon change in the Work, and any corresponding Contract Price increase or deduction, the value of which shall be determined by one or more of the following methods in the order of precedence listed below:

1. Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates are provided that establish the cost of the additional Work, and a binding obligation exists under the Contract covering the terms and conditions of the additional Work.
2. If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for Change Order Work. In fixed pricing the basis of payments or total price shall be agreed upon in writing between the parties and shall be established before the Work is done. Cost and price data relating to Change Orders shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to request cost and price data.
3. In the event that unit pricing and fixed pricing cannot feasibly be utilized, then Change Order Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable, allowable, and documented cost of labor, equipment, and material furnished on the Work performed. In addition, the following markups shall be added to the Contractor's or Subcontractor's Direct Costs as full compensation for profit, overhead and other indirect costs for Work directly performed by Contractor or Subcontractors:

On Labor.	10%
On Equipment.	10%
On Materials.	10%

When Change Order Work under Section 10(3) is invoiced by an authorized Subcontractor at any level, ascending tiers of Subcontractor or Contractor will not be allowed any supplemental mark-up on each piece of subcontract Work covered by such Change Order.

Section 11. *Intentionally Omitted.*

Section 12. Correction of Rejected Work.

1. Contractor shall promptly remove all Work rejected by Owner's Representative for failure to comply with the Contract Documents, whether incorporated in construction or not, and Contractor shall promptly replace and remediate the Work in accordance with the Contract Documents and without expense to Owner and shall bear the expense of making good all Work or property destroyed or damaged by such removal or replacement.
2. All removal and replacement Work shall be done at Contractor's expense. If Contractor does not take action to remove rejected Work within five (5) days after receipt of Written Notice of rejection, Owner may remove such Work and store the materials at the expense of Contractor.
3. No acceptance of all or a portion of the Work by Owner or Owner's Representative shall be deemed a waiver of any right or remedy on the part of Owner against Contractor including, without limitation or prejudice to any other right or remedy, the right to require the correction of any Work that is subsequently discovered to be defective or otherwise not in compliance with the Contract Documents after previously being accepted.

Section 13. Subsurface Conditions.

Contractor shall promptly and before such conditions are disturbed (except in the event of emergency in which case Written Notice shall be provided as soon as practicable) notify Owner by Written Notice of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or unknown physical conditions at the site of an unusual nature, differing markedly from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents. Upon receipt of such Written Notice, Owner shall promptly investigate the conditions and, if found that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by Change Order. Any claim of Contractor for adjustment hereunder shall not be allowed unless it has promptly given the required Written Notice.

Section 14. Suspension of Work, Termination.

1. If Contractor is adjudged bankrupt or insolvent or if Contractor makes a general assignment for the benefit of creditors, or if a trustee or receiver is appointed for the Contractor or for any of Contractor's property, or if Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws, or if Contractor fails to supply sufficient skilled workmen or suitable material or equipment, or if Contractor fails to make prompt payments to Subcontractors or Suppliers for labor, materials, or equipment, or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction over the Work or any part thereof, or if Contractor disregards the authority of Owner's Representative or if Contractor otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy, after giving Contractor and Contractor's surety a minimum of five (5) days' Written Notice, terminate the services of the Contractor and take possession of the Project and all materials, equipment, tools, construction equipment, and machinery owned by Contractor on site and finish the Work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is

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finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including, without limitation, compensation for additional professional services to remedy Contractor's breach, such excess shall be paid to Contractor. If the costs exceed such unpaid balances, Contractor shall pay the difference to Owner immediately upon Written Notice. Such costs incurred by Owner will be determined by Owner and provided to Contractor by Written Notice.

2. Where Contractor's services have been terminated under Section 14.1, such termination shall not affect any right or remedy of Owner against Contractor then existing, or which may thereafter accrue. Any retention or payment of monies by Owner due Contractor will not release Contractor from strict compliance with the Contract Documents.

3. After five (5) days from delivery of Written Notice under Section 14.1 to Contractor, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract.

Section 15. Equal Opportunity.

Contractor agrees to comply with all applicable civil rights laws, including, without limitation, the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964 as amended. Contractor shall have the obligation to ensure that the employees and applicants for employment are not discriminated against because of race, creed, color, sex, national origin, familial status, or any other protected class.

Section 16. Oregon Public Contracting Code Requirements.

1. Contractor shall promptly pay, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the Contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.

(a) ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the prime Contractor by Owner.

(b) ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier Subcontractor if payment is not made within thirty (30) days after receipt of payment from Owner.

(c) ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every contract between a Subcontractor and a lower-tier Subcontractor or Supplier.

2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any Subcontractor in connection with the performance of the Contract shall promptly be paid.

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3. Contractor shall not permit any lien or claim to be filed or prosecuted against Owner on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and 279C.605.
5. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
6. Contractor shall demonstrate to Owner that an employee drug-testing program is in place within ten (10) days of receiving a Notice of Award.
7. Pursuant to ORS 279C.515, if Contractor fails, neglects or refuses to make prompt payment of any claim for labor-or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the Owner may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due to Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or its surety from their obligations with respect to any unpaid claim. If Owner is unable to determine the validity of any claim for labor or material furnished, Owner may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
8. Pursuant to ORS 279C.515, 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 Contract within 30 days after receipt of payment from Owner or 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 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 thirty (30) days after the date when payment was received from Owner or from Contractor, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
9. As provided in ORS 279C.515, if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the 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.
10. *Intentionally Omitted.*
11. Pursuant to ORS 279C.530, Contractor shall promptly, as due, make payment to any person, partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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12. Contractor shall employ no person for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the Work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the Work week is four (4) consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

13. Pursuant to ORS 279C.540(2), the Contractor must give notice to employees who work on this Contract in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

14. The provisions of ORS 279C.800 to ORS 279C.870 relating to the prevailing wage rates shall be complied with. The hourly rate of wage to be paid by Contractor or any Subcontractor to workers in each trade or occupation required for the public works employed in the performance of this Contract shall be not less than the specified minimum rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

15. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting Work on this Contract, or any subcontract hereunder, Contractor and all Subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000. 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 ORS 279C.836(2), unless the surety sooner cancels the bond. The surety may cancel the bond by giving thirty (30) days' Written Notice to the Contractor or Subcontractor, to the Construction Contractors Board and to the Bureau of Labor and Industries. When the bond is canceled, the surety is relieved of further liability for Work performed on contracts entered into after the cancellation. The cancellation does not limit the surety's liability for Work performed on contracts entered into before the cancellation. Contractor further certifies that Contractor will include in every subcontract a provision requiring a Subcontractor to file a public works bond with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

(a) Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a Subcontractor to start Work on the Contract, the Contractor shall verify that the Subcontractor has filed a public works bond as required under this section or has elected not to file a public works bond under ORS 279C.836(7).

(b) Unless Owner has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to and not in lieu of any other bond Contractor or Subcontractors may be required to obtain under this Contract.

16. As may be required by ORS 279C.845, Contractor or Contractor's surety and every Subcontractor or Subcontractor's surety shall file certified payroll statements with the Owner in writing.

(a) If Contractor is required to file certified statements under ORS 279C.845, the Owner shall retain twenty-five (25) percent of any amount earned by the Contractor on the Project until the Contractor has

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filed with the Owner a certified statement as required by ORS 279C.845. Owner shall pay the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements required by statute. Owner is not required to verify the truth of the contents of certified statements filed by Contractor under this section and ORS 279C.845.

(b) The Contractor shall retain twenty-five (25) percent of any amount earned by a first-tier Subcontractor on the Project until the Subcontractor has filed with the Owner certified statements as required by ORS 279C.845. Contractor shall verify that the first-tier Subcontractor has filed the certified statements before Contractor may pay the Subcontractor any amount retained. Contractor shall pay the first-tier Subcontractor the amount retained within fourteen (14) days after the Subcontractor files the certified statements as required by ORS 279C.845. Neither Owner nor Contractor is required to verify the truth of the contents of certified statements filed by a first-tier Subcontractor.

17. All employers, including Contractor, that employ subject workers who Work under this Contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

18. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the Contract shall be promptly paid.

19. The Contract may be canceled at the election of Owner for any willful failure on the part of Contractor to faithfully perform the Contract according to its terms and in compliance with all applicable laws.

20. Contractor certifies that it has not and will not discriminate against minorities, women or emerging small business enterprises in obtaining any required Subcontractors, or against a business enterprise that is owned or controlled by, or that employs a disabled veteran as defined in ORS 408.225.

21. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.

22. In the performance of this Contract, Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

23. As may be applicable, Contractor certifies that all Subcontractors performing construction Work under this Contract will be registered with the Construction Contractors Board or licensed by the state Landscaping Contractors Board in accordance with ORS 701.035 to ORS 701.055 before the Subcontractors perform Work under this Contract.

24. Pursuant to OAR 137-049-0880, Owner may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit records relating to the Contract.

25. Pursuant to ORS 279C.510, if feasible and cost-effective and the Work includes demolition, Contractor shall salvage or recycle construction and demolition debris.

26. *Intentionally Omitted.*

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27. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state and local agencies, of which the Owner has knowledge that have (or may have) enacted ordinances or regulations pertaining to the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL

- Environmental Protection Agency
- Army Corps of Engineers
- Department of Transportation

STATE

- Department of Environmental Quality
- Department of State Lands
- Department of Transportation

LOCAL

- Lincoln County

28. Once before the first payment and once before final payment is made of any sum due on account of the Contract for a public work, Contractor or Contractor's surety and every Subcontractor with a Subcontractor's surety, shall file a statement with Owner in writing in the form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each classification of worker which Contractor or Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of Contractor or Contractor's surety or Subcontractor or the Subcontractor's surety, that Contractor or Subcontractor has read such statement and certificate, knows the contents thereof, and that the same is true to Contractor's or Subcontractor's knowledge. A true copy of the certification or certifications required to be filed pursuant to this section shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries.

29. The following notice is applicable to Work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

Section 17. Warranty and Guarantee.

1. Contractor warrants and guarantees to Owner that all Work will be done in accordance with the Contract Documents and will not be defective. Prompt notice of known defects shall be given to Contractor. All defective Work, whether or not incorporated into the Project, may be rejected, corrected or accepted. At all times Owner's Representative and appropriate government inspectors shall have access to the Work for inspection and testing. Contractor shall provide proper and safe conditions for such access.

2. Where any law, ordinance, rule, regulation, code, or other order of any public body having jurisdiction requires any Work or part thereof to be specifically inspected, tested or approved, Contractor shall assume full responsibility for such inspection, testing, or approval, and pay all costs in connection therewith and furnish

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Owner's Representative with the required certificates of inspection, testing or approval. If any Work to be inspected, tested, or approved is covered without written concurrence of Owner's Representative, it must be, if requested, uncovered for observation. Such uncovering shall be at Contractor's expense.

3. Neither observation by Owner's Representative nor inspection tests or approvals by others shall relieve Contractor from its obligations to perform the Work in accordance with the Contract Documents and in compliance with all applicable laws.

4. If, within two (2) years after the date of final completion and sign off and payment of any retainage by Owner to Contractor, there is any defect in materials or workmanship, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, and without prejudice to any other right or remedy of Owner, either correct such defective Work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where a delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced. All direct or indirect costs of such removal or replacement, including compensation for additional professional services (including, without limitation, attorney fees), shall be paid by Contractor. If Contractor does not pay for such Work, or does not ensure that such Work is performed as required by this section, Owner may pursue reimbursement from Contractor, including pursuing a claim upon Contractor's bond, if applicable, for payment of such Work. All notices sent to Contractor shall have copies sent to Contractor's surety.

5. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by the application for payment, whether incorporated in the Project or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances of any party whomsoever.

Section 18. Bond Form.

Payment, Performance, Guarantee, and Bid Bonds shall be in the form provided within the Invitation to Bid packet. Bid Bonds shall be in the standard form of the issuing company. If a standard form is not available, the AIA Form A-310 shall be acceptable for the Bid Bond.

Section 19. Payments to Contractor.

1. By the 5th day of each month, Contractor shall submit to Owner's Representative a partial payment estimate filled out and signed by Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as Owner's Representative may reasonably require ("Pay Application"). If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the Pay Application shall also be accompanied by such supporting data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect its interest therein, including applicable insurance. Owner's Representative will, within ten (10) days after receipt of each Pay Application, either indicate in writing its approval of payment and present the Pay Application to Owner, or return the Pay Application to Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the Pay Application. Owner will, within ten (10) days of receiving an approved Pay Application, pay Contractor a progress payment on the basis of the approved Pay Application. Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. After fifty percent (50%) of the Work has been completed, Owner may, at Owner's sole discretion, reduce or eliminate retainage on the remaining progress

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estimates. When the Work is substantially complete, Owner may, at Owner's sole discretion, further reduce the retained amount below 5% to only that amount necessary to assure completion.

2. A Pay Application may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
3. Prior to Substantial Completion, Owner, with the approval of Owner's Representative and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
4. Owner shall have the right to enter upon the premises or the Project vicinity for the purpose of doing Work not covered by the Contract Documents. This provision shall not be construed as relieving Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of Owner. Such entry or Work shall only be allowed to the extent it does not interfere with Contractor's Work.
5. Upon completion and acceptance of the Work, Owner's Representative shall issue a certificate attached to the final Pay Application that the Work has been accepted by Owner's Representative under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by Owner, shall be paid to Contractor within thirty (30) days of the issuance of the certificate of completion and acceptance of the Work.
6. Contractor shall indemnify and hold Owner and Owner's officials, employees, agents, and volunteers harmless from all claims arising out of the lawful demands of Subcontractors, Suppliers, laborers, workmen, mechanics, materialmen, and furnishers or machinery and parts thereof, equipment, tools, and all supplies, incurred in the performance of the Work. Contractor shall, at Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If Contractor fails to do so, Owner may, after providing Written Notice to Contractor, either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this Section be construed to impose any obligations upon Owner to either Contractor, Contractor's surety or any third party. In paying any unpaid bills or satisfying any unpaid liabilities of Contractor, any payment so made by Owner shall be considered as a payment made under the Contract Documents by Owner to Contractor and Owner shall not be liable to Contractor for any such payments made in good faith.
7. If Owner fails to make payment thirty (30) days after approval of a Pay Application by Owner's Representative, in addition to the other remedies available to Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

Section 20. Cleanup.

1. From time to time as the Work progresses and immediately upon completion of the Work, Contractor shall clean up and remove all refuse and unused materials of any kind resulting from the Work. Upon failure of Contractor to do so within 24 hours after being so directed by Owner's Representative, such clean up may be done by Owner and the cost thereof may be deducted from any payment due Contractor.

2. As a condition precedent to final acceptance of the Project, Contractor shall remove all equipment and temporary structures, and all rubbish, waste and generally clean the Project area.

Section 21. Intentionally Omitted.

Section 22. Arbitration.

1. All claims, disputes, and other matters in question between Owner and Contractor arising out of, or relating to, the Contract Documents, including, without limitation, rescission, reformation, enforcement, or breach of the terms hereof may be decided by arbitration. Owner shall have the sole discretion as to whether or not a dispute will be decided by arbitration conducted in Lincoln County, Oregon, rather than through the court process.

2. No demand for arbitration of any claimed dispute or other matter shall be effective until after a claim or demand regarding the underlying dispute is made to Owner's Board of Directors (both for ColPac and Highland) and the Boards have rendered a written decision with respect thereto denying the claim or demand at its next regularly scheduled meeting. No demand for arbitration of the denial of any such claim, dispute, or other matter shall be made later than thirty (30) days after the date on which the Boards have rendered a written decision denying the claim. The failure to demand arbitration within thirty (30) days of the date of the Board of Directors' decision denying the claim shall result in the Board of Director's decision being binding upon Owner and Contractor.

3. Notice of demand for arbitration shall be provided by Written Notice to the other party. The demand for arbitration shall be made within the 30-day period specified above. Owner, if not the party demanding arbitration, has the option of allowing the matter to proceed with arbitration or by Written Notice within five (5) days after receipt of a demand for arbitration, or rejecting arbitration and requiring Contractor to proceed through the courts for relief. Arbitration shall be conducted under the Uniform Arbitration Act, ORS 36.600 et seq. If the parties are unable to mutually select an arbitrator within twenty (20) days following Owner's decision to pursue arbitration, then each party shall select an arbitrator, and the two arbitrators shall select a single arbitrator. The arbitrator(s) shall have substantial experience in construction disputes. The parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon the award in any court having jurisdiction, and will not be subject to modification or appeal except to the extent required by Oregon law.

Section 23. Attorney Fees.

If suit, action or arbitration is brought either directly or indirectly to rescind or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for Owner to incur the services of an attorney to enforce any provision of this Contract without initiating litigation or arbitration, Contractor agrees to pay Owner's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

[signatures follow]

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THIS CONTRACT is effective on the _____ day of _____, 2026.

OWNER (ColPac):

CONTRACTOR:

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

OWNER (Highland):

By: _____
Name: _____
Its: _____

SPECIAL PROVISIONS

1. General:

- a. For general information only, and as more specifically described in the Contract Documents, the Project consists of the demoing and repaving of roadway sections providing access to the Highland Estates Homeowners Association development.
- b. As described in the Contract Documents, the Work includes the furnishing of all labor, materials and equipment to complete the Project in accordance with the Contract Documents.
- c. The Project Plans indicate the general arrangement and location of anticipated infrastructure. Indicated assembly shall be followed as closely as possible, however, exact locations of the various elements shall be subject to construction feasibility as directed by Owner's Representative.
- d. The Contractor shall verify the location of existing and proposed items prior to commencing Work on any particular section of the Project. Should interferences or discrepancies prevent the installation of any part of the Work, Owner and Owner's Representative shall be promptly notified in order to determine next steps necessary to complete the Project in its intended entirety.
- e. Within ten (10) days after the execution of the Contract, written Notice to Proceed will be provided by Owner to Contractor. The Contractor shall begin the Work on the date established in the Notice to Proceed.
- f. All Work shall be completed in accordance with the Contract Documents.
- g. At least one complete set of Contract Documents, including one full-size set of the Project Plans shall be kept at the site of construction in good condition, and at all times available to Owner and Owner's Representative. Contractor shall maintain a "redlined" set of plans with all constructed conditions noted, including the confirmation of conditions being built per the Project Plans or any adjustments made in the field as directed by Owner's Representative. Notwithstanding anything to the contrary herein, Contractor shall not make adjustments in the field that deviate from the Project Plans without the prior written consent of Owner's Representative.
- h. Contractor shall be responsible for coordinating the Work with other contractors who may be working on and/or in the Project area and cooperate with them. Contractor shall also coordinate all activities with Owner and Owner's Representative.
- i. Contractor shall be responsible for maintaining all Work and Project areas to the parameters stipulated in the acquired project permits, including but not limited to the 1200-C and ODOT Construction Permit. In the case that permits are not adhered to, Contractor shall be responsible for remedying any resulting conditions and shall immediately notify Owner's Representative and promptly coordinate with Owner and Owner's Representative to determine next steps.
- j. Contractor shall be responsible for providing continued access through the Work areas so as to allow residents, visitors, work and emergency vehicles, or any others of the type, proper means of ingress and egress or, in the event the Work requires temporarily blocking access, Contractor shall make best efforts to restore such access as quickly as possible. Further coordination shall be made when Work is expected to affect a particular resident's driveway access.

2. Bid Items and Payment:

- a. The Contract Price shall constitute full compensation for construction, including furnishing all labor, equipment and materials and performing all operations required to complete all associated improvements shown and specified in the Construction Documents, together with all overhead and profit.

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- b. Partial payment for Work completed, and materials suitably stored on site, which will become an integral part of the finished Work, shall be determined by the Owner or Owner's Representative and shall be made on the basis of duly certified and approved Payment Applications with all supporting documentation and information as may be reasonably required by Owner's Representative.
- c. The quantities set forth in the Construction Documents are approximate only and the right is reserved by Owner to make such increases or decreases in the quantities as may be necessary to fully and satisfactorily complete the Work.

3. Administrative Procedures:

- a. As soon as practicable following execution of the Contract, a preconstruction meeting will be scheduled to coordinate the work of the project, establish a sound working relationship among all parties, establish sound working procedures, and formalize the Construction Schedule as described in Special Provisions Section 5.
- b. During construction, it will be expected that the Contractor or an authorized representative, Subcontractors' representative(s) applicable to the current work phase, Owner's Representative and Owner shall meet bi-weekly (every other week) to discuss Project progress, upcoming Work and address upcoming complications. Frequency of these meetings may be adjusted as necessary.

4. Submittals:

- a. Prior to commencing Work for each phase of the Project, Contractor shall provide written submittals, for review and approval by Owner and Owner's Representative, of all anticipated materials, manufactured equipment, product data, and special construction measures that are necessary for the completion of each phase of the Work. Submittals shall be provided with no less than one week of anticipated review time. It will be the Contractor's responsibility to ensure Work is coordinated with enough time for adequate review prior to purchase, installation and integration of all reviewed items.
- b. Anticipated material submittals include but are not limited to:
 - Base/leveling course crushed rock
 - Asphalt mix design
 - Driveway culvert
 - Culvert armoring
 - Erosion and sediment control measures
 - Drainage design
- c. In the event that, in the opinion of Owner's Representative, a submittal is not acceptable or requires additional information, Contractor shall be responsible for finding an alternative that meets the Project requirements as discerned by the Owner or Owner's Representative and issue a revised submittal.
- d. Review of submittals which the Contractor proposes to provide shall not relieve the Contractor of responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Owner or Owner's Representative, and the Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of Work, material, or equipment so reviewed.
- e. Contractor shall submit, with the Bid, Contractor's Work Schedule outlining an anticipated schedule of work which demonstrates Contractor's understanding of the Contract timing and

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proposed manner to meet the necessary work deadlines. Upon the Execution of Contract Award the Owner and Owner's Representative will coordinate with Contractor to establish an agreed upon Work Schedule which will be the responsibility of the Contractor, as enforced with this Contract, to uphold. In no event shall Contractor be relieved of the obligation to complete the Project within the Contract Time.

- f. Contractor shall immediately advise Owner and Owner's Representative of any proposed changes in the agreed-upon Work Schedule. If, in the opinion of the Owner or Owner's Representative, any submitted schedule is inadequate to ensure completion of Work within the Contract Time, or is otherwise not in accordance with the Contract Documents, or if the Work is not being adequately or properly executed in any respect, the Owner or Owner's Representative shall have the right to require the Contractor to submit new schedules providing for proper and timely completion of the Project.
 - g. Fifteen (15) days after Notice to Proceed, Contractor shall submit, for Owner's and Owner's Representative's review, a Temporary Traffic Control Plan describing the anticipated measures to be taken for providing access through Work areas including but not limited to residential streets, driveways and ODOT Right-of-Way.
- 5. Hours of Work:**
- a. Aside from work affecting the ODOT ROW traffic, Contractor shall schedule the operations so that the work shall be performed between the working hours of Monday through Friday between 7:00 AM and 7:00 PM. No excavations shall take place on Saturdays, Sundays, Holidays or after 1:00 PM on Fridays without Owner's prior consent by Written Notice to Contractor.
 - b. For work affecting ODOT ROW traffic, Contractor shall adhere to ODOT specifications.
- 6. Existing Utilities:**
- a. In general, the locations of existing infrastructure is illustrated in the Project Plans. The Owner does not guarantee the accuracy or completeness of this information, and it is to be understood that other above-ground or underground facilities not shown in the Project Plans may be encountered during the course of the Work. Existing utilities, whether shown or not shown in the Project Plans, shall be protected, as may be necessary, by the Contractor in a manner satisfactory to the owners and operators of the utilities and to Owner. No utilities shall be removed without notifying owners and operators of the utility and Owner's Representative.
 - b. Contractor shall notify all utility companies and public agencies affected by the construction forty-eight (48) hours prior to excavation. Contractor shall arrange with the owners and operators of the respective utility system to mark the location, and if necessary or prudent, to expose the existing utilities prior to construction of the facilities affected by the Work.
 - c. Contractor shall be responsible for any repairs and associated costs to utilities that are negatively impacted by the Work.
- 7. Field Surveying:**
- a. Contractor shall establish temporary benchmarks on the site where deemed necessary for the completion of the Work.
 - b. Locations of temporary benchmarks, including horizontal and vertical data, shall be recorded on project documents and be available at all times to Owner and Owner's Representative.

8. Property:

- a. The Project will primarily be constructed within an existing Right-of-Way (“ROW”), both ODOT ROW associated with Oregon Coast Hwy 101 and the ROWs within the Highland Estates Homeowners Association development. Existing pavement overlaps private properties within the Highland Estates Homeowners Association development at several locations, and in such a situation, the Work shall stay within the confines of the existing roadway.
- b. Owner has established an agreement with the owner of Lot 1700 (illustrated on Project Plans) who is willing to provide some area to accommodate a temporary work station. Contractor shall coordinate further with Owner and Owner’s Representative to establish useable area and limitations to use of property as needed.
- c. Any inadvertent effect on private property caused by the Work shall be Contractor’s responsibility to remedy back to a condition as good as, or better than, it was prior to construction.

9. Erosion and Sediment Control:

- a. During the term of the Contract, Contractor's operations shall conform to applicable laws and regulations of the Oregon Department of Environmental Quality (DEQ) and other agencies of the State and Federal government, as well as, local Ordinances and Resolutions designed to prevent, control and abate water, surface and air pollution.
- b. During all phases of the Work, or when directed by Owner’s Representative, Contractor shall protect Work sites, storage and disposal areas from washout, erosion and sediment transport. Contractor shall take precautions to control or abate dust nuisance, air pollution or tracking of material by cleaning up, sweeping, sprinkling, covering, enclosing or sheltering Work areas and stockpiles, and by promptly removing from paved streets earth or other material which may become airborne or may be washed into waterways or drainage systems.
- c. Contractor shall be responsible for proper installation and maintenance of all required Erosion and Sediment Control (ESC) measures. Anticipated ESC measure required to protect the Work area have been illustrated in the Project Plans. Additional protection measures may be necessary as Work occurs and as may be provided by applicable law.
- d. Contractor shall bear sole responsibility for damage to completed portions of the Project or to property located outside the Project area caused by erosion, siltation, run-off or other related items during the Construction.
- e. Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater or other waters which may occur as a result of construction operations. Contractor shall exercise all necessary and reasonable precautions throughout the life of the Project to prevent pollution, erosion, siltation, and property damage.
- f. Upon scheduled or unscheduled ESC inspections by Owner or Owner’s Representative, Contractor shall perform such Work as to address outstanding items that may be necessary for the proper control of erosion and sediment transport and for regulatory compliance.
- g. Contractor is responsible for removal of all ESC measures, stabilization, and revegetation of all Work areas once construction is complete.

10. Traffic Control:

- a. Contractor shall conduct the Work so as to ensure the least possible obstruction to traffic and existing uses within the Project vicinity.

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- b. Per Special Provisions Section 4, Contractor shall be responsible for submitting, for Owner's and Owner's Representative's review, a Traffic Control Plan. Upon acceptance of the Traffic Control Plan, Contractor shall be responsible for implementation and maintenance of temporary traffic measures.
- c. The Contractor shall protect all obstructions within traveled roadways with approved signs, barricades and lights where necessary or where ordered by Owner's Representative for the safety of the public. The convenience of the general public and residences along the Work, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- d. Contractor shall close up or cover with steel plates all open excavations at the end of each working day in all street areas and other areas when it is reasonably required for public safety.
- e. Whenever Contractor's operations create a hazardous condition, Contractor shall furnish one or more flagpersons and guards as necessary to give adequate warning to the public of any dangerous condition encountered.
- f. Contractor shall coordinate with Owner, Owner's Representative and ODOT as necessary to ensure traffic control is handled appropriately and to the necessary degree.

11. Excess Materials and Debris:

- a. Contractor shall be responsible for the proper disposal of all excess material and debris.
- b. Owner will provide temporary staging areas as indicated on the Project Plans, which may be used only for the temporary storage of material, per further coordination with Owner and the property owner described in Special Provisions Section 8.

12. Testing and Inspections

- a. Prior to testing, Contractor shall ensure all constructed elements are properly cleaned and free of any debris or excess material. Contractor shall employ and pay for an independent testing laboratory to perform all necessary or reasonable testing services, including but not limited to compaction testing of crushed rock base and asphalt.
- b. Additional inspection and tests required because of defective work or ill-timed notices shall be performed at Contractor's expense.
- c. Owner and Owner's Representative shall be provided with all testing results promptly.
- d. All tests shall be made in accordance with commonly recognized standards of national organizations and conducted only by a laboratory or agency recognized as being capable of providing the type of testing services proposed.
- e. The Work Schedule shall include estimated times of construction inspections. Contractor shall notify Owner and Owner's Representative no less than forty-eight (48) hours prior to inspections being required.
- f. Contractor shall remove and replace any Work found defective or not complying with requirements of the Contract Documents, at no additional cost to Owner. Work will be checked as it progresses, but failure to detect any defective work or materials shall not in any way prevent later rejection when such defect is discovered, nor shall it obligate the Owner or Owner's Representative for final acceptance.

13. Restoring Areas of Work:

- a. All roads, streets or similarly improved areas in which the surface is removed, broken or damaged, or in which the ground has caved or settled due to the Work, shall be resurfaced and brought to the original grade and crown section unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be cut back far enough to provide clean, solid, vertical faces and shall be free of any loose material. Paving shall be as indicated and specified. Roadways used by Contractor for hauling materials, equipment, supplies, etc. shall be cleaned and repaired if the condition of the roadway is damaged or otherwise affected due to Contractor's operations. In areas where the base or subbase materials have been compromised by any construction activity, Contractor shall replace all affected materials per applicable standards prior to resurfacing.
- b. All cultivated areas, either agricultural or lawns and other surface improvements which are damaged by actions of Contractor shall be restored to their original condition. Contractor is responsible for documenting pre-disturbed conditions with photographs and similar means necessary for comparison.
- c. Contractor shall be responsible for also restoring any areas outside the designated road repair, affected by the construction activity, to conditions as good as, or better than, before construction started.
- d. Prior to the commencement of Work in riparian areas, wetlands, waterways and other areas of similar sensitivity Contractor shall coordinate with Owner's Representative to establish the necessary amount of vegetative impact and shall comply with all applicable laws, including, without limitation, obtaining any permit required to conduct Work in such sensitive areas. Contractor shall be responsible for restoring areas of impact back to original conditions.

14. Project Closeout:

- a. Within fifteen (15) days of Contractor's estimated time of completion of the Work, Contractor shall provide Owner and Owner's Representative with a notice including a list of items remaining for completion of the Work (the "Punch List"). Upon review of the Punch List and then-existing constructed conditions, Owner and Owner's Representative may add remaining items of work deemed necessary for the completion of the Project and shall furnish to Contractor an amended Punch List.
- b. For the Project to be considered complete, Contractor shall be responsible for providing all Project Documents for Owner and Owner's Representative, which shall not be deemed complete until such time as approved by written notice from Owner and Owner's Representative. Project Documents consist of all pertinent drawings, data, results, etc., including but not limited to:
 - Redlined Drawings
 - Testing Results
 - Survey Data
- c. Contractor shall provide written guarantees regarding the Work, in duplicate, addressed to Owner. Guarantee by Contractor covering the entire Work for the two-year period from date of Certificate of Substantial Completion shall be as specified herein. Letter to be substantially as follows:

(Re: Project)
(Owner)
(Address)

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To Whom It May Concern:

"I (We) the undersigned do hereby guarantee for a period of two years from date of Certificate of Substantial Completion all Work performed under the terms of the Contract Documents. I (We) will remedy at my (our) expense any defects appearing during that period due to poor materials or workmanship and will pay for any damage to other work resulting from the occurrence of said defects or the correction of the same.

This guarantee shall not be interpreted as holding Contractor responsible for any deterioration of the Work due to normal use or the abuse of the Work by Owner.

Very truly yours,

(Contractor)

- E. Upon completion of Work, the Contractor shall provide a Guarantee Bond in the amount of one-hundred percent (100%) of the construction costs to guarantee the Work performed for two (2) years following its completion.
- d. At the completion of the Project, the Contractor shall leave the Project area in a neat, unobstructed condition, removing all tools, appliances, materials, debris, excess materials and equipment from the site as soon as possible.

-[END OF FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR SECTION]-

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, (the “Contractor”), and
(Corporation, Partnership or Individual)

_____ (Name of Surety)

_____ (Address of Surety)

(the “Surety”), are held and firmly bound unto the Columbia Pacific Economic Development District, (the “Owner”), 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, bind themselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is as follows:

Recitals

Whereas, the Contractor entered into a certain contract with the Owner, dated the _____ day of _____, 2026 (the “Contract”) for the construction of: Highland Estates Road Repair (the “Work” or the “Project”).

Whereas, a copy of the Contract is attached hereto, made a part hereof, and fully incorporated by this reference herein.

Whereas, the parties desire to ensure the full and faithful performance of said Contract in accordance with the contract documents (the “Contract Documents”).

NOW, THEREFORE,

Obligations

1. The condition of this obligation is such that, if the Contractor shall promptly, truly and faithfully perform its duties, all the undertakings, covenants, terms, and conditions of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety; and if the Contractor shall satisfy all claims and demands incurred under such Contract, and fully indemnify and save

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harmless the Owner from all costs and damages which it may suffer by reason or failure to do so; and if the Contractor shall reimburse and repay all outlays and expenses which the Owner may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. The Surety hereby waives notice of any alteration of extension of time made by the Owner.

3. It is expressly agreed that the Bond shall be deemed amended, automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract, so as to bind the Contractor and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, the Contract, or any Contract Documents as defined in the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

3. No final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. For the avoidance of doubt, no final settlement between the Owner and the Contractor, or between the Owner and Surety, shall be deemed to preclude Owner from seeking any remedy available under the Contract against the non-settling party.

4. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed its obligations thereunder, Surety shall promptly take one or more of the following actions, at no expense to Owner:

a) Promptly remedy the default;

b) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Work in accordance with the Contract Documents;

c) Terminate Contractor's performance of the Contract and complete the Contract in accordance with its terms and conditions; or

d) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and the Surety jointly of the lowest responsible bidder, arrange for the execution and faithful performance of a contract between such bidder and the Owner, and make available as work progresses (even though there should be default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth above. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

5. If any provision of this Bond conflicts with state or federal law, such portion shall be deemed deleted therefrom and provisions conforming to such state or federal law shall be deemed incorporated herein. The intent is that this Bond shall be construed as statutory Bond and not as common law Bond.

6. The parties acknowledge and agree that the recitals above are intended to be fully incorporated into this Bond and are a binding part hereof.

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IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(number)

each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:

Contractor

(Contractor Secretary)

By: _____

(SEAL)

(Contractor Secretary)

(Address)

(Surety)

ATTEST:

(Surety Secretary)

(SEAL)

(Witness as to Surety)

By: _____
(Attorney-in-Fact)

(Address)

(Address)

(Address)

(Address)

NOTE: Date of bond must not be prior to date of contract.
If Contractor is a Partnership, all partners shall execute this bond.

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 where the project is located.

-[END PERFORMANCE BOND SECTION]-

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Contractor, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Columbia Pacific Economic Development District,

hereinafter called Owner, 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,

Recitals

Whereas, the Contractor entered into a certain contract with the Owner dated the _____ day of _____, 2026 (the "Contract") for the construction of: Highland Estates Road Repair (the "Work" or the "Project").

Whereas, a copy of the Contract is attached hereto, made a part hereof, and fully incorporated by this reference herein.

Whereas, the parties desire to ensure the prompt and full payment of all persons providing labor, materials, or equipment in the prosecution of the Work ("Claimants," which is further defined below).

Whereas, Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, agree to bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE,

Obligations

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - a) Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - b) Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due Claimants.
4. Surety shall have no obligation to Claimants under this payment bond (the “Bond”) until:
 - a) Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - b) Claimants who do not have direct contract with Contractor:
 - i) Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 - ii) Have either received rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor indicated the claim will be paid directly or indirectly; and
 - iii) Having not been paid within the above 30 days, have sent written notice to Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to Owner, stating that claim is being made under this Bond and enclosing copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by paragraph 4 is provided by Owner to Contractor or to Surety, said notice shall be deemed sufficient compliance with the procedure required by paragraph 4.

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6. *Intentionally Omitted.*
7. Surety's total payment obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any proper payments made in good faith by Surety.
8. Amounts properly owed by Owner to Contractor shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract shall be dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use said funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are entirely unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have no obligation under this Bond to make payments to, give notices on behalf of, or otherwise owe a duty to any Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations related to the Project.
11. *Intentionally Omitted.*
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished shall be sufficient compliance as of the date received at the address shown on the signature page.
13. If any provision of this Bond conflicts with state or federal law, such portion shall be deemed deleted therefrom and provisions conforming to such state or federal law shall be deemed incorporated herein. The intent is that this Bond shall be construed as statutory Bond and not as common law Bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit copy to be made.
15. Definitions:
 - a) Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's or construction lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - b) Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents as defined in the Contract and changes thereto.

c) Owner Default: The failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the terms thereof.

16. No final settlement between the Owner and the Contractor shall abridge the right of any Claimant whose claim may be unsatisfied; and no final settlement between the Owner and the Contractor, or between the Owner and Surety, shall be deemed to preclude Owner from seeking any remedy available under the Contract against the non-settling party.

17. The parties acknowledge and agree that the recitals above are intended to be fully incorporated into this Bond and are a binding part hereof.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(number)

each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:

Contractor

(Contractor Secretary)

By: _____

(SEAL)

(Contractor Secretary)

(Address)

(Surety)

ATTEST:

(Surety Secretary)

(SEAL)

(Witness as to Surety)

By: _____
(Attorney-in-Fact)

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(Address)

(Address)

(Address)

(Address)

NOTE: Date of bond must not be prior to date of contract.
If Contractor is in Partnership, all partners should execute bond.

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 where the project is located.

-[END PAYMENT BOND SECTION]-

Guarantee Bond

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, (“Contractor”), and
(Corporation, Partnership or Individual)

_____ (Name of Surety)

_____ (Address of Surety)

(“Surety”), are held and firmly bound unto Columbia Pacific Economic Development District (“Owner”), 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, agree to bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Recitals

Whereas, the Contractor entered into a certain contract with the Owner dated the _____ day of _____, 2026 (the “Contract”) for the construction of: Highland Estates Road Repair (the “Work” or the “Project”).

Whereas, a copy of the Contract is attached hereto, made a part hereof, and fully incorporated by this reference herein.

Whereas, Contractor is required to warrant and guarantee the Work against defects in materials and workmanship (the “Warranty Obligations”) for the warranty period stated in the Contract (the “Warranty Period”), and Owner requires this Bond as security for said obligation.

Whereas, Surety has agreed to provide this guarantee bond (the “Bond”) to guarantee Contractor’s Warranty Obligations under the Contract.

Whereas, the parties intend that this Bond shall be in addition to and not in lieu of the performance, payment, and other bonds required for the Project and to guarantee the Warranty Obligations to the fullest extent permitted by law.

Whereas, Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, agree to bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

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NOW, THEREFORE,

Obligations

1. The condition of this Bond is that if Contractor:
 - a) Fully and faithfully warrants that all Work, including materials and equipment furnished under the Contract, will be free from defects in materials, workmanship, and installation, and will conform to the Contract Documents (as defined in the Contract) throughout the Warranty Period; and
 - b) Promptly and at its own cost corrects, repairs, replaces, or otherwise remedies any and all defects, failures, or damage in or to the Work that appear during the Warranty Period and are attributable to defective materials, workmanship, or failure to comply with the Contract Documents;then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. The Warranty Period under this Bond shall be as set forth in the Contract Documents, as may be extended or modified without notice to Surety, which hereby waives notice of any alteration of extension of time made by Contractor with respect to the Warranty Obligations and Warranty Period. If Contractor performs repair or replacement Work under this Bond, the Warranty Period on the affected portions of the Project shall extend for an additional period of two (2) years from the date of Owner's acceptance of the repair or replacement Work, or such longer period as the Contract may require.
3. Surety's obligations under this Bond shall be coextensive with Contractor's Warranty Obligations under the Contract, but Surety's total aggregate liability shall not exceed the penal sum stated above.
4. Upon written notice from Owner to Contractor and Surety of a claimed defect or other Contractor default within the Warranty Period, Contractor shall, within the time required by the Contract, commence and diligently prosecute the correction, repair, or replacement of said defect or failure to Owner's reasonable satisfaction. If Contractor fails to correct, repair, replace, or otherwise remedy said defects or failures within the time required by the Contract, Surety shall promptly take one or more of the following actions, at no expense to Owner:
 - a) Promptly fulfill Contractor's Warranty Obligations; or
 - b) Arrange for the Contractor, with the consent of the Owner, to promptly perform and fulfill the Warranty Obligations.
5. In the event that Contractor and Surety have not performed their obligations under paragraph 4, Owner may, after additional written notice to Contractor and Surety, undertake or procure the necessary corrective work, and Contractor and Surety shall be liable to Owner, up to the penal sum of this Bond, for all reasonable costs and expenses incurred, including costs of labor, materials, equipment, professional services, and other sums recoverable under the Contract.

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6. The parties intend that this Bond be construed as a maintenance or warranty Bond that protects Owner against defects in the completed Work during the Warranty Period and shall be in addition to and not in lieu of any bid, performance, payment, or other bond required for the Project under applicable law.

7. If any provision of this Bond conflicts with state or federal law, such portion shall be deemed deleted therefrom and provisions conforming to such state or federal law shall be deemed incorporated herein. The intent is that this Bond shall be construed as statutory Bond and not as common law Bond.

8. Any notices required or permitted under this Bond shall be in writing and deemed given when delivered personally or deposited in the United States mail, postage prepaid, or sent by nationally recognized overnight courier, addressed to the parties at the addresses stated above, or to such other address as a party may designate in writing.

9. No final settlement between the Owner and the Contractor, or between the Owner and Surety, shall be deemed to preclude Owner from seeking any remedy available under the Contract against the non-settling party.

10. The parties acknowledge and agree that the recitals above are intended to be fully incorporated into this Bond and are a binding part hereof.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(number)

each one of which shall be deemed an original, this the _____ day of _____, 2026.

ATTEST:

Contractor

(Contractor Secretary)

By: _____

(SEAL)

(Contractor Secretary)

(Address)

(Surety)

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ATTEST:

(Surety Secretary)

(SEAL)

(Witness as to Surety)

By: _____
(Attorney-in-Fact)

(Address)

(Address)

(Address)

(Address)

NOTE: Date of bond must not be prior to date of contract.
If Contractor is in Partnership, all partners should execute bond.

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 where the project is located.

-[END GUARANTEE BOND SECTION]-

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Performance Bond Payable to ODOT

Upon coordination with ODOT

Required Federal and State Contract Clauses (CDBG Exhibit 5F)

Source Of Funds

Work under this contract will be funded [in part/in its entirety] with federal grant funds from the Oregon Housing and Community Services (OHCS) Community Support Services Planning, Infrastructure, and Economic Revitalization (PIER) Program.

Administrative, Contractual, Or Legal Remedies For Breach Of Contract Terms And Sanctions And Termination For Cause Or Convenience

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide appropriate sanctions and penalties. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Davis-Bacon Act

When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Section 3 Of The Housing And Urban Development Act Of 1968

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

a) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

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b) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

d) The Subrecipient acknowledges that Subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or Subrecipient agreements, Program regulatory agreements, or contracts.

e) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.

f) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

h) The Subrecipient agrees to submit, and shall require its subcontractors to submit to them, monthly reports to OHCS detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

Fair Housing Act

Subrecipient shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

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Copeland “Anti-Kickback” Act

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by U.S. Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Contract Work Hours And Safety Standards

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

Rights To Inventions Made Under Contract Or Agreement

If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.

Clean Air Act

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or 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). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment And Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in SAM, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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Byrd Anti-Lobbying Amendment

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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 any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Section 6002 Of The Solid Waste Disposal Act

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring solid waste management services that maximizes energy and resource recovery, and establishing an affirmative procurement program for recovered materials identified in the EPA guidelines.

Prohibited Telecommunications And Video Surveillance Services Or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract), procure or obtain 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is required. Telecommunications or video surveillance services are provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by or otherwise connected to the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services to procure replacement equipment and services, and sustain communications service to users and customers. See Public Law 115-232, section 889 for additional information. See also 2 CFR § 200.471.

Domestic Preferences For Procurements Under The Buy America Act

As appropriate and to the extent consistent with the law, the non-federal entity should, to the greatest extent practicable under a federal award, provide 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. The requirements of this section must be included in all subawards, including all contracts

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and purchase orders for work or products under this award. For purposes of this section, “Produced in the United States” means for iron and steel products that all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics, and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Federal agencies providing federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Signed (Contractor) _____
Title / Firm _____
Date _____

**HUD-4010
Federal Labor Standards Provisions**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must 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 be easily seen by the workers.

ii. **Frequently recurring classifications**

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. **Conformance**

A. The contracting officer must 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 be

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classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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; and
 2. The classification is used 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. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.
- D. 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 will, by email to DBAconformance@dol.gov, 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.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.
- iv. **Fringe benefits not expressed as an hourly rate**
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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- v. **Unfunded plans**
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, in accordance with the criteria set forth in 29 CFR 5.28, 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.
- vi. **Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

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2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

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costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which 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 cost incurred in providing such benefits.

- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working 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

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- from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)-(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

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the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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.

Previous editions obsolete

6

Form HUD-4010, (10/2023)
ref. Handbook 1344.1

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6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 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 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

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 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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**
 - i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, 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 that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its procurement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

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due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

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F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit 6D- BOLI Public Works Bond Form

https://www.oregon.gov/boli/WHD/PWR/docs/public_works_bond.pdf



STATE OF OREGON
STATUTORY PUBLIC WORKS BOND

Surety bond#: _____ CCB #(if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

(Seal)
Company Name

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

Address

Address

City State Zip

City State Zip

SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97305-5052
Telephone: (503) 378-4621

Notice of Construction Contact Award and Start of Construction (CDBG Exhibit 6F)- *Sample*

DATE

PROJECT INFORMATION

Grant

Loan

Contract

Program Funding Name:

Service Area(s):

SUBRECIPIENT/CONTRACTOR INFORMATION

Name:

Address:

Chief Financial Officer:

Unique Entity Identifier

(SAM.gov):

COMMUNITY DEVELOPMENT INFORMATION

Contact Person:

Email Address:

Telephone Number:

FEDERAL FUNDS INFORMATION

Federal Award Number:

Federal Award Date:

**Catalogue of Federal Domestic Assistance
(Number):**

Total Federal Award

Amount:

**Total Federal Funds Award to
Recipient:**

Award for Research and Development:

Yes

No

Indirect Cost Rate Approved/Allowed:

Yes

No

GRANT/LOAN AWARD PERIOD

Grant/Loan Award

Period:

Length of Award Period:

Bidding Documents

Highland Estates Road Repair Project

CDBG-DR OHCS PIERS Project



FEDERAL AWARD PROJECT DESCRIPTION

Bidding Documents

Highland Estates Road Repair Project

CDBG-DR OHCS PIERS Project



Oregon Housing and Community Services Department Community Development Block Grant Disaster Recovery Subrecipient Grant Agreement (CDBG Exhibit 6G)

The OHCS CDBG-DR Subrecipient Grant Agreement is available as Attachment 1 at the Columbia Pacific Economic Development District website in the same location as these Construction Documents.

Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



PART 4- TECHNICAL SPECIFICATIONS

- Standard Specifications
- ODOT Specifications and Provisions

Bidding Documents

Highland Estates Road Repair Project

CDBG-DR OHCS PIERS Project



Standard Specifications

Technical specifications in the Oregon Standard Specifications for Construction, 2024, shall be followed in completing of work for the Highland Estates Road Repair project. Further applicable specifications include those listed and/or defined in DEQ 1200-C Construction Stormwater General Permit (1200-C). Additional specifications are included in the Special Provisions, ODOT Specifications and Provisions and further illustrated in the Project Plans.

Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



ODOT Specifications and Provisions



PRELIMINARY SPECIFICATIONS FOR A STATE HIGHWAY APPROACH

Application Number: 6515
Reason for Request: Upgrade Design
Completion Date: 02/01/2027

PERMIT #:
53281

Applicant: Jonathan Suess
Company: Highland Estates Homeowners Association

Highway Number-Name: 009-Oregon Coast
Side of Hwy: Left
Lat: 45.009593
Long: -123.977878

Mile Point: 111.050

Permittee Information

Name: Jonathan Suess	
Company: Highland Estates Homeowners Association	
Mailing Address: PO Box 79, Neotsu, OR 97364	
Phone: (503)869-3121	Fax:
Email: jonsuess81@gmail.com	

Property Information

Address: Not addressed, Lincoln City Oregon 97367	
Highway No-Name: 009-Oregon Coast	Route: U5101
County: Lincoln County	District: District 4
Mile Point-Side of Hwy: 111.050-Left	Engineering Station: 722+50
Permit Desc: Applicant to pave extg. Highland Road access.	

Tax Lot Information

Township-Range-Section-TaxLot:
6S-11-36A-

Notice: The specifications contained in this document describe the construction specifications that ODOT will require for the development of your state highway approach. Your signature on this document signifies receipt and acceptance of the construction specifications. A separate *Permit to Construct a State Highway Approach* will be issued pursuant to the terms of OAR 734-051-5010 through 734-051-5060.

Insurance Information

Company: Allied Insurance Company	
Policy No:	Required Amount:
Policy Begin:	Policy End:

Maintenance Bond Information

Company:
Bond Number:
Required Amount:

Local Agency Approval (if required)

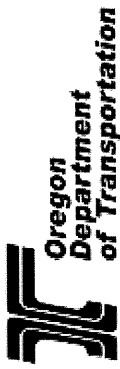
These construction specifications are not an authorization to construct the approach.

Preliminaries Packet

Page 1 of 4
Printed: 01/22/2026

Applicant Signature:

Date

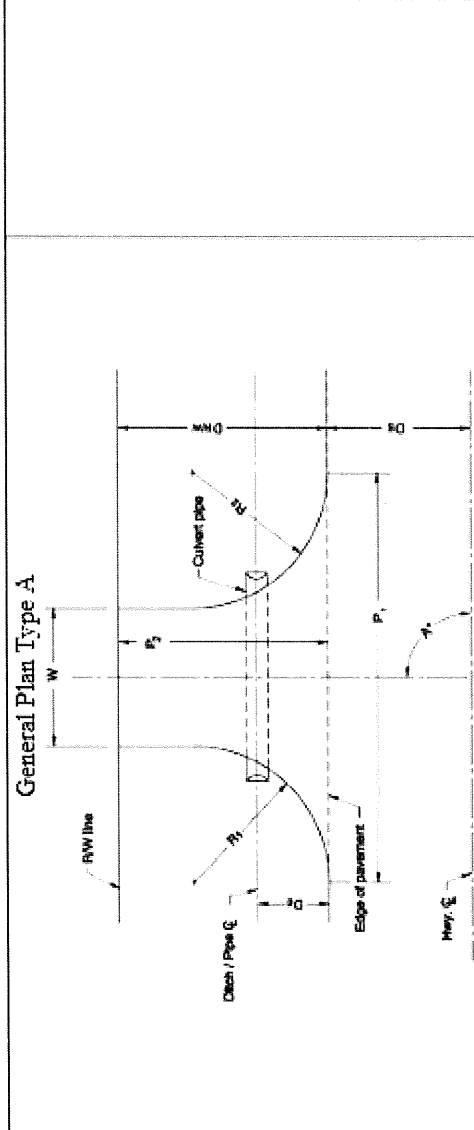


Design Specifications and Provisions

FOR ENCROACHMENT, CONSTRUCTION ON OR USE OF STATE HIGHWAY

Application Number - 6515
 Permit Number - 53281
 Reason for Request: Upgrade Design

Value	Symbol	Description (See Option Drawing)
35.00 ft	W	Width of Driveway
1.00	Ex Lanes	# Exit Lane
1.00	En Lanes	# Entrance Lanes
30.00 ft	R2	Approach Radius Lt (R2 ft.)
ft	R2a	Compound Radius Lt (R2a ft.)
30.00 ft	R1	Approach Radius Rt (R1 ft.)
ft	R1a	Compound Radius Rt (R1a ft.)
90.00 ft	A	Approach Angle
ft	X	*Required only for Design option A & A1
17.00 ft	Ds	Distance Road Centerline to EoP
60.00 ft	Dr/w	Distance from EoP to Right if Way Line
15.00 ft	Dd	Distance from EoP to Ditch
3.00 ft	D(ft)	Ditch depth
Plastic	Culvert	Culvert Type
12.00 in	Diameter	Culvert Diameter (inches)
60.00 ft	Length	Culvert Length
4.00	S (X:1)	Pipe End Slope (X:1) see note*
95.00 ft	Paving Limit 1	If Wearing Surface=Asphalt/Concrete
20.00 ft	Paving Limit 2	If Wearing Surface=Asphalt/Concrete
	SubBase	SubBase Material
in min	SB Thickness	SubBase Thickness
Aggregate Base	Base	Base Material
6.00 in min	B Thickness	Base Thickness



STANDARD DRAWING REFERENCES:

Refer to the following Standard Drawing for all "Type A" permits:

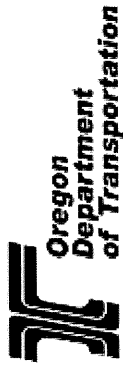
1. Standard Drawing: RD300: Trench Backfill Bedding, Pipe Zone, and Multiple Installations.
2. When metal pipes are used, refer to Standard Drawing: RD316: Sloped Ends For Metal Pipe.
RD322: Safety End Section For Metal Pipe.
RD326: Coupling Bands For Corrugated Metal Pipe.
3. When concrete pipes are used, refer to Standard Drawing: RD318: Sloped Ends For Concrete Pipe.
RD324: Safety End Section For Concrete Pipe.
4. For profile, slope, surfacing, refer to Standard Drawing: RD715: Approaches And Non-Sidewalk Driveways.

Specifications	Value	Description
Asphalt	Leveling Course	Leveling Course
2.00 in min	LC Thickness	Leveling Course Thickness

OREGON DEPARTMENT OF TRANSPORTATION TECHNICAL SERVICES

The selection and use of this detail, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the engineer.

Preliminaries Packet	Page 2 of 4	Printed: 01/22/2026	Applicant Signature:	Date
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Design Specifications and Provisions FOR ENCROACHMENT, CONSTRUCTION ON OR USE OF STATE HIGHWAY

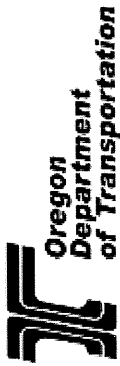
Application Number - 6515
Permit Number - 53281
Reason for Request: Upgrade Design

<i>responsibility of the user and should not be used without consulting a Registered Professional Engineer.</i>	ACCESS MANAGEMENT PLAN SHEETS		
	TYPE A – DITCH SECTION APPROACH ROAD	Type	A

Applicant: Jonathan Suess	Maintenance of Approach
Company: Highland Estates Homeowners Association	
Highway No-Name: 009-Oregon Coast Mile Point: 111.050	<p>Prior to performing any maintenance work on the approach, which will interfere with or interrupt traffic upon or along the highway, the applicant shall obtain approval and necessary permits from the District Office. In all cases where traffic signals have been required, signal maintenance will be performed by the Oregon Department of Transportation or as assigned by a Cooperative Cost Agreement. The Permittee is responsible for maintenance of the approach in accordance with ORS 374.315.</p>

- 00100.000 An owner of real property abutting a state highway with an existing approach road that is presumed to have written permission under ORS 374.308 or that has an approach permit under ORS 374.310 is responsible for the cost and performance of maintaining the approach road, in accordance with the Department of Transportation's requirements, from the outermost edge of the highway pavement, shoulder or curb line to the right-of-way line, and shall maintain all portions of the approach road on the owner's property. [2013 c.476 §3]. <https://www.oregonlaws.org/ors/374.310>
- 00101.003 Complete all work to be done under this construction permit before the specified completion date. Any time extension agreement will require that the insurance policy expire beyond the newly agreed upon completion date.
- 00102.000 The permit and all specifications, details, typical drawings, provisions and standard drawings attached to the permit shall take precedence over all plans, drawings and specifications produced by the Architect or Engineer representing the Applicant or Contractor.
- 00103.000 Applicant shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If a monument or its accessories are inadvertently or otherwise disturbed or destroyed, applicant shall be responsible for all costs and coordination associated with its reestablishment by a professional licensed surveyor.
- 00104.000 At least 48 hours before beginning permit work and again after completing permit work, the Applicant (or agent) shall notify the District permitting representative.
- 00105.000 Applicant is responsible for maintaining existing structures, including fences, unless otherwise directed by the District Manager or his representative.
- 00106.000 Applicant (or agent) shall have on the job site, at all times, a copy of the permit and all attachments. The permit shall be readily available for inspection.
- 00107.000 Call before digging. The permitted work is located within the Oregon Utility Notification Center (OUNC) area. The OUNC is a utilities notification system to notify owners of utilities about excavation work to be performed in the vicinity of their facilities. The utilities notification system telephone number is 1-800-332-2344.
- 00108.000 Maintain all existing highway signs. If any signs are damaged due to Contractor's operations, replace those signs before the end of that work shift - Avoid operations whose methods, conditions, or timing may injure people or damage properties. Damage includes staining surfaces with such things as mud and asphalt. When damage occurs, the District Manager will determine if it is to be corrected by repair, replacement, or compensatory payment. If

Preliminaries Packet	Page 3 of 4	Printed: 01/22/2026	Applicant Signature:	Date
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Design Specifications and Provisions FOR ENCROACHMENT, CONSTRUCTION ON OR USE OF STATE HIGHWAY

Application Number - 6515
Permit Number - 53281
Reason for Request: Upgrade Design

compensatory payment is required, the District Manager will determine the amount.

00109.000 Do not park on state right-of-way unless permitted by the District Manager. Comply with ORS §10.230, §10.160.

00110.000 Remove all dirt and debris from the highway at the end of each work shift or more frequently if a hazard to the traveling public exists or as directed by the District Manager.

00111.000 All areas of excavation shall be returned to "pre-construction" condition or better. Repair natural drainage so no water stands or collects in excavated areas, when practical. Slopes shall be trimmed to blend with the adjacent terrain. Replace the vegetative cover to blend with the adjacent natural growth.

00112.000 Permittee shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc.; (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.

00113.000 Upon completion of the work required under this Permit, the Permittee shall notify ODOT and request final inspection.

00114.000 During construction or maintenance, the work area shall be protected in accordance with the current Federal Highway Administration, U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD), the Oregon Department of Transportation supplements to the MUTCD, and the Oregon Temporary Traffic Control Handbook (OTTCH) thereto. Flaggers must have a card or certificate indicating their completion of an approved work zone traffic control course. All traffic control devices shall be maintained according to the American Traffic Safety Services Association (ATSSA), Quality Standards for Work Zone Traffic Control Devices handbook.

6515.01 Issuance of new use permit will cancel and supercede any previous and or existing permits.

Preliminaries Packet	Page 4 of 4	Printed: 01/22/2026	Applicant Signature:	Date
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Bidding Documents

Highland Estates Road Repair Project
CDBG-DR OHCS PIERS Project



PART 5- PROJECT PLANS

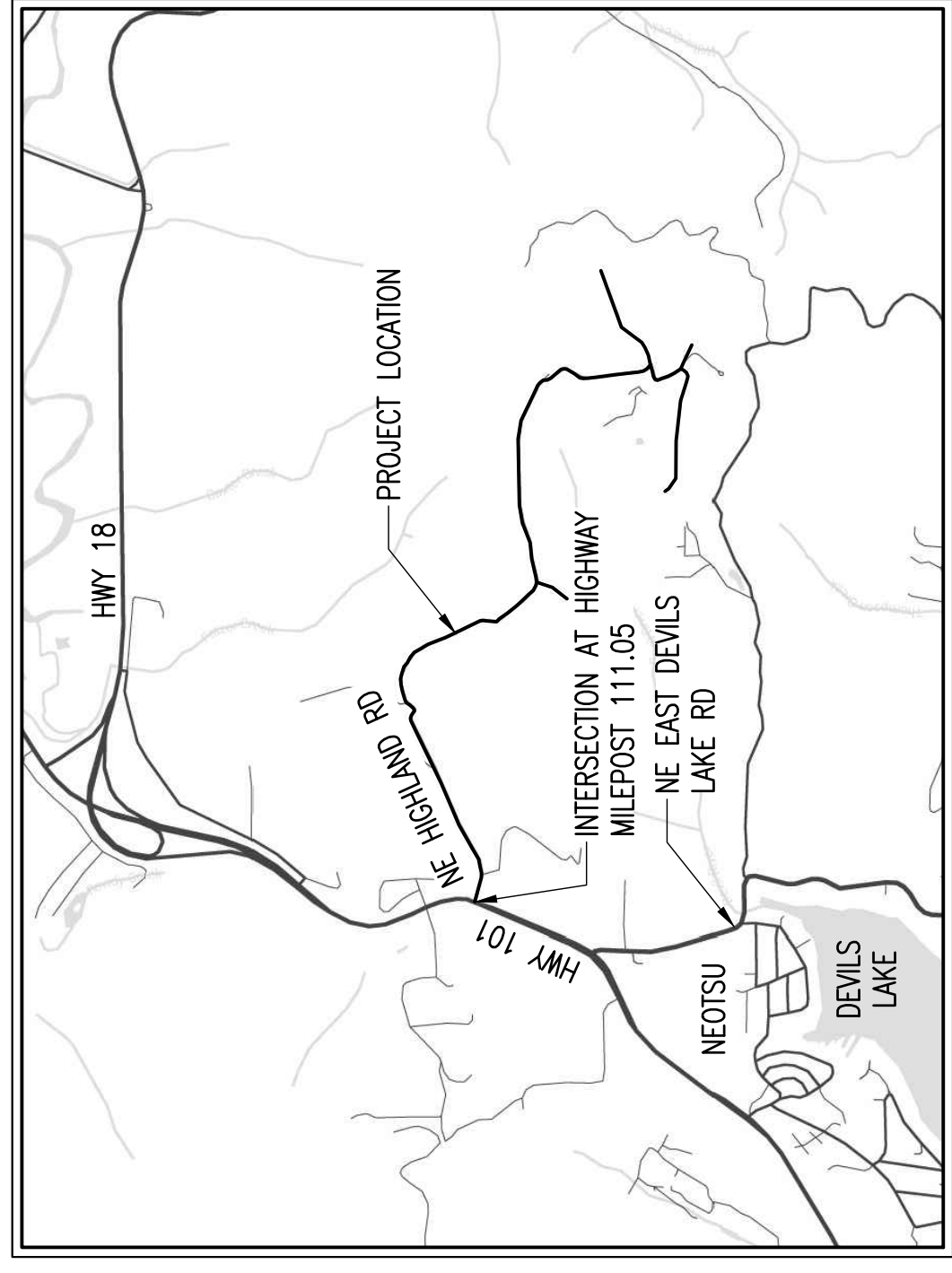
- Engineered Project Plans by Lower Columbia Engineering with Bid Print stamp and Revised Print stamp, dated 03/31/2026

HIGHLAND ESTATES ROAD REPAIR

OTIS, OR 97368

COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT (COLPAC)

CDBG-DR OHCS PIERS GRANT NO. 9045



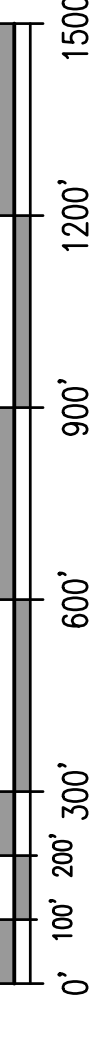
DRAWING INDEX	
SHEET	DESCRIPTION
G-1	COVER SHEET
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN - A
C-3	ENLARGED SITE PLAN - B
C-4	ENLARGED SITE PLAN - C
C-5	ENLARGED HIGHWAY APPROACH PLAN
ESC-1	EROSION & SEDIMENT CONTROL COVER SHEET
ESC-2	EROSION & SEDIMENT CONTROL PLAN
ESC-3	EROSION & SEDIMENT CONTROL DETAILS

LEGEND	
	SUBJECT PROPERTY LINE
	ADJACENT PROPERTY LINE
	ROAD CL
	PROJECT EXTENTS
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PAVED ROAD
	EXISTING STRUCTURES

NOTE: CONTOURS ARE APPROXIMATE FOR REFERENCE ONLY. BASED ON LIDAR. ELEVATIONS SHOWN IN NAD88. CONTRACTOR TO VERIFY ELEVATIONS AND UTILITIES PRIOR TO COMMENCING WORK.

GENERAL NOTES

- CONSTRUCTION SHALL CONFORM TO THE OREGON SPECIFICATIONS AND STANDARD DRAWINGS FOR CONSTRUCTION. ANY CONDITION NOT DESCRIBED IN THE PERMIT SHALL BE PER SUBMITTED PLANS AND TO ALL APPLICABLE REQUIREMENTS OF APWA, AWWA, DEQ, EPA, DSL, AND ODOT CONSTRUCTION STANDARDS.
- ANY UNCERTAINTIES SHALL BE ADDRESSED PRIOR TO PROCEEDING. LOWER COLUMBIA ENGINEERING IS NOT RESPONSIBLE FOR THE PROPER IMPLEMENTATION OF THESE SPECIFICATIONS OR CONSTRUCTION MEANS AND METHODS.
- SUBSURFACE INVESTIGATION WAS NOT PERFORMED AND LOWER COLUMBIA ENGINEERING CANNOT GUARANTEE PERFORMANCE OF IMPROVEMENTS CONSTRUCTED ON EXISTING ELEMENTS, SPECIFICALLY EXISTING BASE AND SUBGRADE. CONTRACTOR SHALL INSPECT BASE MATERIAL AND NOTIFY OWNER AND ENGINEER OF DEFICIENCIES PRIOR TO PAVEMENT INSTALL WHERE NO DEFICIENCIES ARE NOTED. CONTRACTOR SHALL PROPERLY FINISH THE BASE LAYER PRIOR TO PAVING.
- CONTRACTOR SHALL PROVIDE PROJECT SPECIFIC MATERIAL SUBMITTALS FOR REVIEW AND APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONTINUED ACCESS THROUGHOUT ROADWAY FOR RESIDENTS AND RELATED PARTIES INCLUDING BUT NOT LIMITED TO SCHOOL BUSES, MAIL/PACKAGE DELIVERY, TRASH SERVICE, ETC. TRAFFIC DELAYS SHALL BE MINIMAL. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH LAND OWNERS AND AFFECTED PARTIES.
- ALL SURVEY MONUMENTS ON THE PROJECTS SITE OR THAT MAY BE SUBJECT TO DISTURBANCE WITHIN THE CONSTRUCTION AREA, OR THE CONSTRUCTION OF ANY OFF-SITE IMPROVEMENTS SHALL BE ADEQUATELY REFERENCED AND PROTECTED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITY. IF THE SURVEY MONUMENTS ARE DISTURBED, MOVED, RELOCATED, OR DESTROYED AS A RESULT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL, AT THEIR COST, RETAIN THE SERVICES OF A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON TO RESTORE THE MONUMENT TO ITS ORIGINAL CONDITION AND FILE THE NECESSARY SURVEYS AS REQUIRED BY OREGON STATE LAW.
- CONTRACTOR SHALL ERECT AND MAINTAIN TEMPORARY TRAFFIC CONTROL PER THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND DEVIATIONS TO THE MUTCD AS ADOPTED AND MODIFIED BY ODOT. WORK IS IN EXISTING PUBLIC RIGHT OF WAY, INCLUDING ODOT RIGHT OF WAY. THAT IS OPEN TO TRAFFIC AND THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO OWNER AND ENGINEER FOR APPROVAL. APPROVALS SHALL BE OBTAINED PRIOR TO START OF WORK.
- ANY INSPECTION BY THE CITY, COUNTY, STATE, FEDERAL AGENCY OR ENGINEER SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH THE APPLICABLE CODES, REGULATIONS, STANDARDS AND PROJECT CONTRACT DOCUMENTS.
- UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT REDLINE DRAWINGS TO ENGINEER FOR PREPARATION OF RECORD DRAWINGS. REDLINE DRAWINGS DOCUMENT ALL DEVIATIONS AND REVISIONS TO THE APPROVED PLANS; THEY ALSO RECORD A DESCRIPTION OF CONSTRUCTION MATERIALS ACTUALLY USED.



PLOT PLAN
SCALE: 1" = 300'

VICINITY MAP
SCALE: NTS

PROJECT TEAM:

ENGINEER:
LOWER COLUMBIA ENGINEERING
58640 MCNUITY WAY
ST. HELENS, OR 97051
ROBERT BESLER, P.E.
(503) 366 0399
robert@lowercolumbiaengr.com

OWNER:
HIGHLAND ESTATES
HOMEOWNERS ASSOCIATION
8895 RIDGECREST COURT
OTIS, OR 97368
JOHN SUESS
johnsue81@gmail.com

OWNER'S REPRESENTATIVE:
COLUMBIA PACIFIC ECONOMIC
DEVELOPMENT DISTRICT
PO BOX 1535
ST. HELENS, OR 97051
SARAH LU HEATH
PHONE: (503) 397 3099
EMAIL: SARAHLU@NWOREGON.ORG

THE HIGHLAND ESTATES ROAD REPAIR PROJECT, AS ILLUSTRATED IN THE FOLLOWING PLAN SET, IS BEING SUPPORTED WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDING ALLOCATED THROUGH THE OHCS PLANNING, INFRASTRUCTURE, AND ECONOMIC REVITALIZATION (CDBG-DR OHCS PIERS) IN RESPONSE TO THE 2020 LABOR DAY FIRES QUALIFYING DISASTER (CDBG-DR OHCS PIERS GRANT NO. 9045). IN ACCORDANCE WITH FEDERAL REQUIREMENTS, THE PROPOSED IMPROVEMENTS HAVE BEEN EVALUATED BY MEANS OF THE ASSOCIATED ENVIRONMENTAL REVIEW RECORD AND ITS SUPPORTING DOCUMENTS.



Know what's below.
Call before you dig.

UTILITY LOCATES

(48 HOUR NOTICE PRIOR TO EXCAVATION)
OREGON LAW REQUIRES YOU TO FOLLOW THE RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN ORR 952-001-0010 THROUGH 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER BY CALLING 503 246 1987

ONE CALL SYSTEM.....1 800 332 2344

REV.	REVISION RECORD	DATE
A	UPDATE FOR BID ISSUANCE	03/31/2026

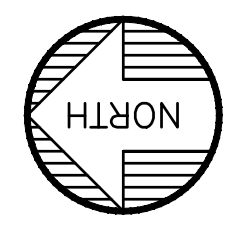
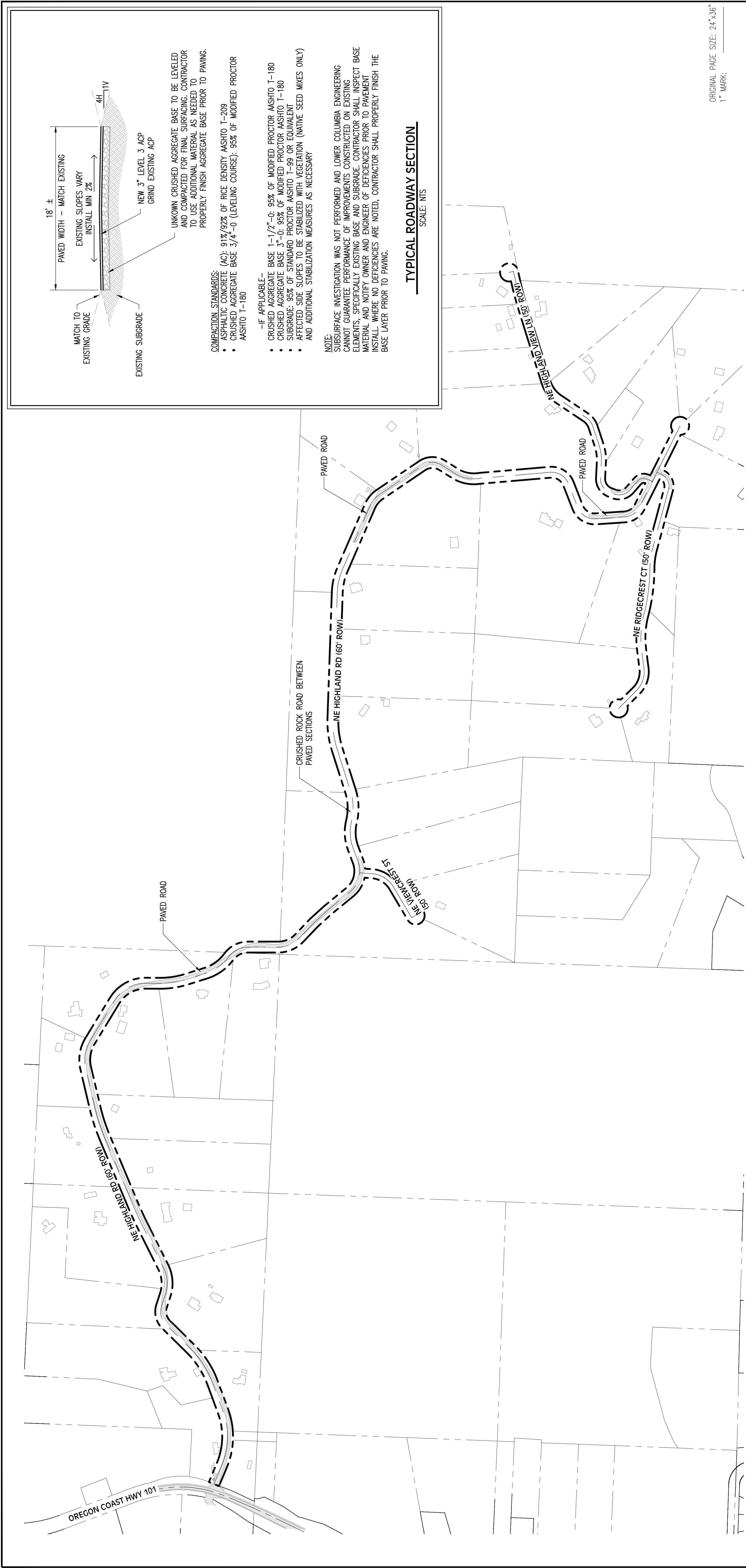


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DWG. BY	RMZ	HIGHLAND ESTATES ROAD REPAIR
APPR. BY		COL. PAC. ECONOMIC DEV. DISTRICT
FILE	D-3747-G-1-A	DATE 09/16/2025

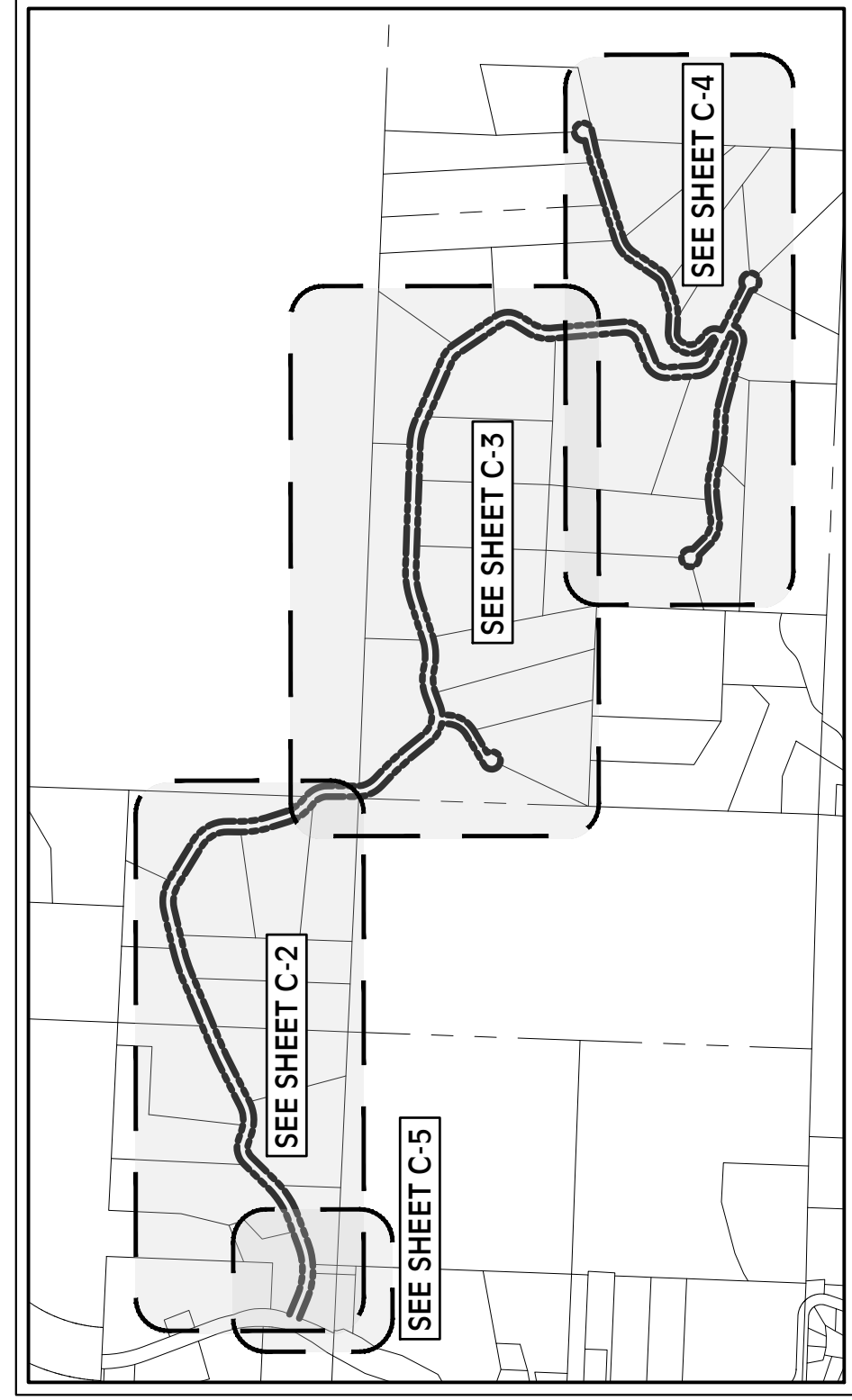
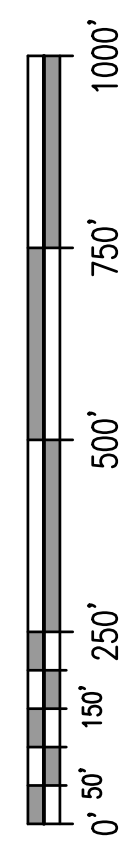
DATE: 03/31/2026
REVISED PRINT
VOID ALL PREVIOUS

DATE: 03/31/2026
BID PRINT

ORIGINAL PAGE SIZE: 24"x36"
1" MARK:



OVERALL SITE PLAN
SCALE: 1" = 250'



SITE KEY
SCALE: NTS

TYPICAL ROADWAY SECTION
SCALE: NTS

PAVED WIDTH - MATCH EXISTING
EXISTING SLOPES VARY
INSTALL MIN 2%
NEW 3" LEVEL 3 ACP
GRIND EXISTING ACP

UNKNOWN CRUSHED AGGREGATE BASE TO BE LEVELED AND COMPACTED FOR FINAL SURFACING. CONTRACTOR TO USE ADDITIONAL MATERIAL AS NEEDED TO PROPERLY FINISH AGGREGATE BASE PRIOR TO PAVING.

COMPACTION STANDARDS:

- ASPHALTIC CONCRETE (AC): 91%/92% OF RICE DENSITY AASHTO T-209
- CRUSHED AGGREGATE BASE 3/4" - 0 (LEVELING COURSE): 95% OF MODIFIED PROCTOR AASHTO T-180

-IF APPLICABLE-

- CRUSHED AGGREGATE BASE 1-1/2" - 0: 95% OF MODIFIED PROCTOR AASHTO T-180
- CRUSHED AGGREGATE BASE 3" - 0: 95% OF MODIFIED PROCTOR AASHTO T-180
- SUBGRADE: 95% OF STANDARD PROCTOR AASHTO T-99 OR EQUIVALENT
- AFFECTED SIDE SLOPES TO BE STABILIZED WITH VEGETATION (NATIVE SEED MIXES ONLY)
- AND ADDITIONAL STABILIZATION MEASURES AS NECESSARY

NOTE:
SUBSURFACE INVESTIGATION WAS NOT PERFORMED AND LOWER COLUMBIA ENGINEERING CANNOT GUARANTEE PERFORMANCE OF IMPROVEMENTS CONSTRUCTED ON EXISTING ELEMENTS, SPECIFICALLY EXISTING BASE AND SUBGRADE. CONTRACTOR SHALL INSPECT BASE MATERIAL AND NOTIFY OWNER AND ENGINEER OF DEFICIENCIES PRIOR TO PAVEMENT INSTALL. WHERE NO DEFICIENCIES ARE NOTED, CONTRACTOR SHALL PROPERLY FINISH THE BASE LAYER PRIOR TO PAVING.

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DATE: 03/31/2026
REVISED PRINT
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DATE: 03/31/2026
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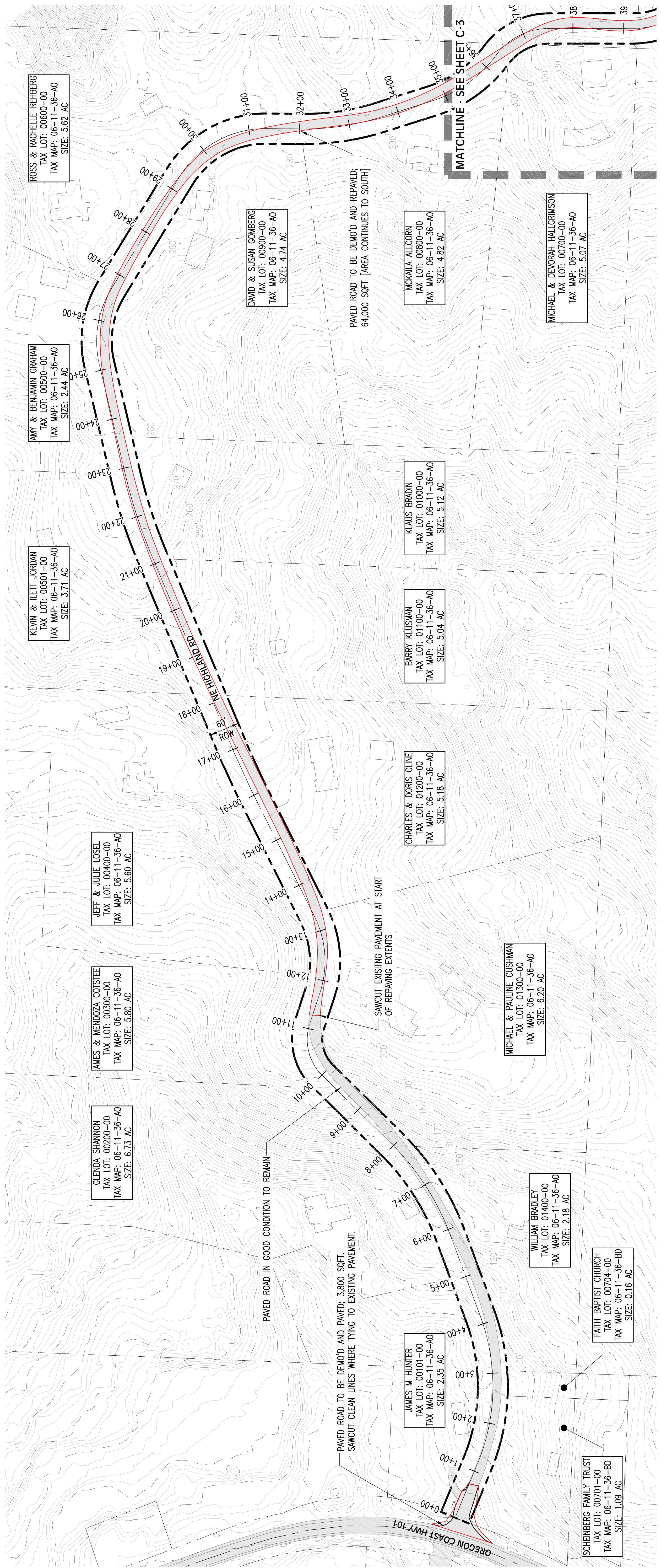
REV.	REVISION RECORD	DATE
A	PROJECT UPDATES	11/10/2025
B	UPDATE FOR BID ISSUANCE	03/31/2026

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DWG. BY	RMZ	HIGHLAND ESTATES ROAD REPAIR
APPR. BY		COL. PAC. ECONOMIC DEV. DISTRICT
FILE	D-3747-C-1-B	DATE 09/16/2025

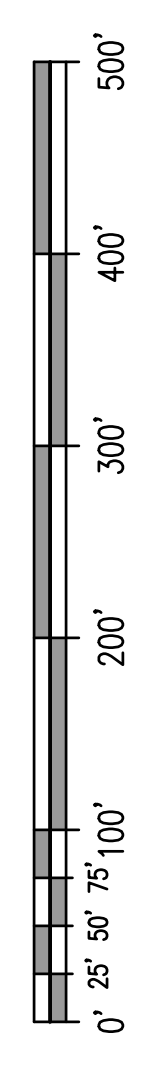
St. Helens, Oregon
(503) 386-0388

Lower Columbia Engineering

C-1



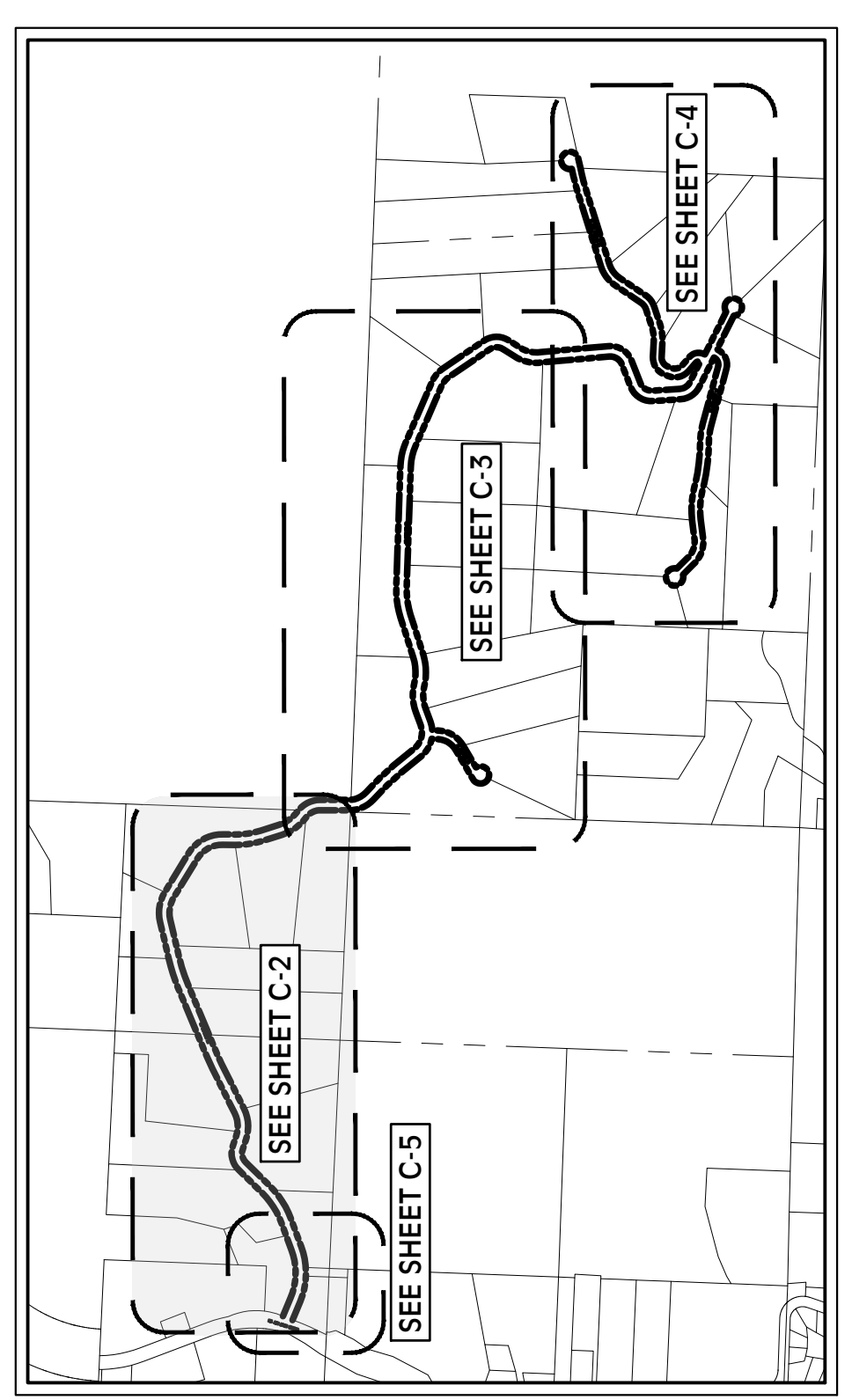
ENLARGED SITE PLAN - A
SCALE: 1" = 100'



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DATE: 03/31/2026
REVISED PRINT
VOID ALL PREVIOUS

DATE: 03/31/2026
BID PRINT



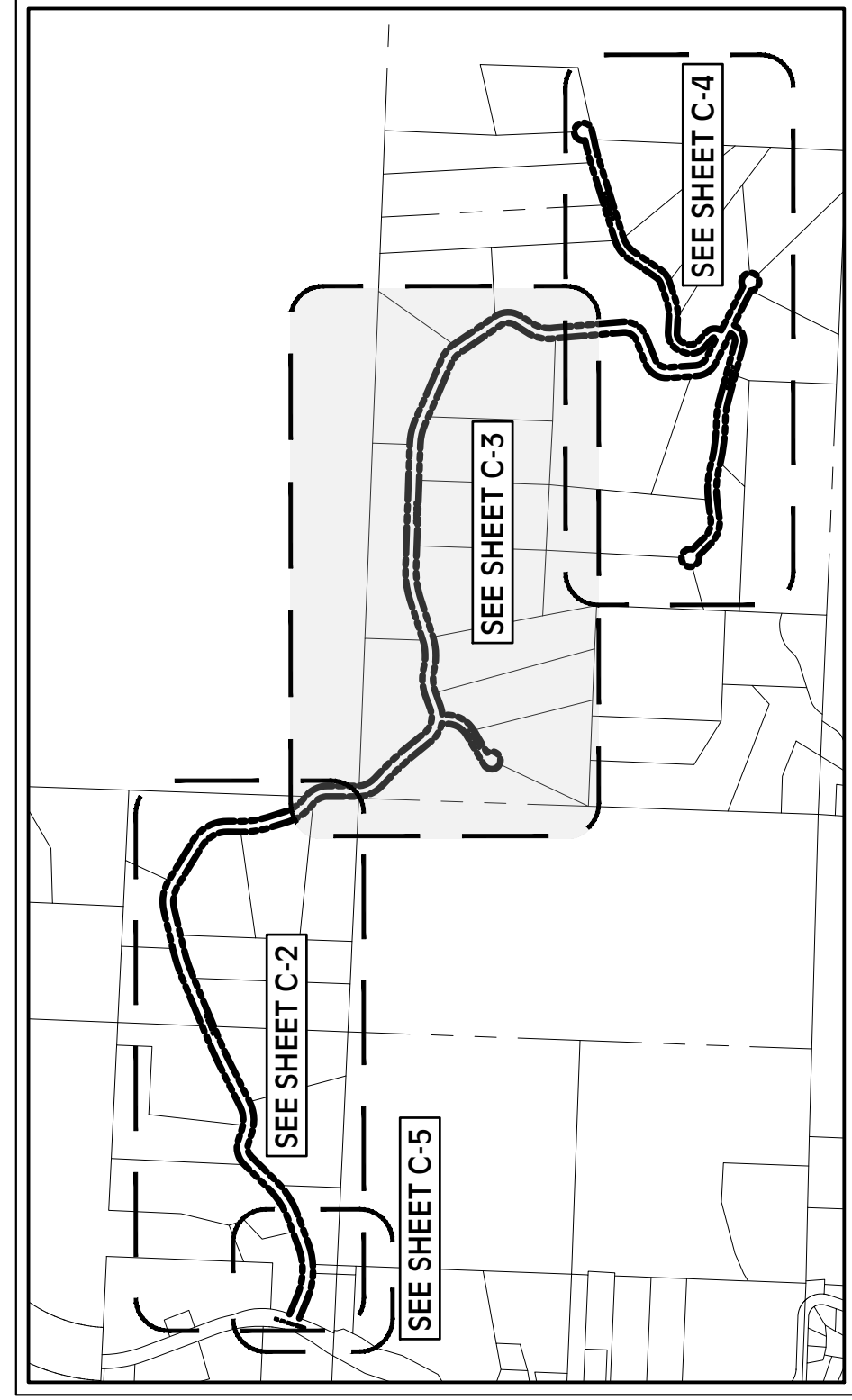
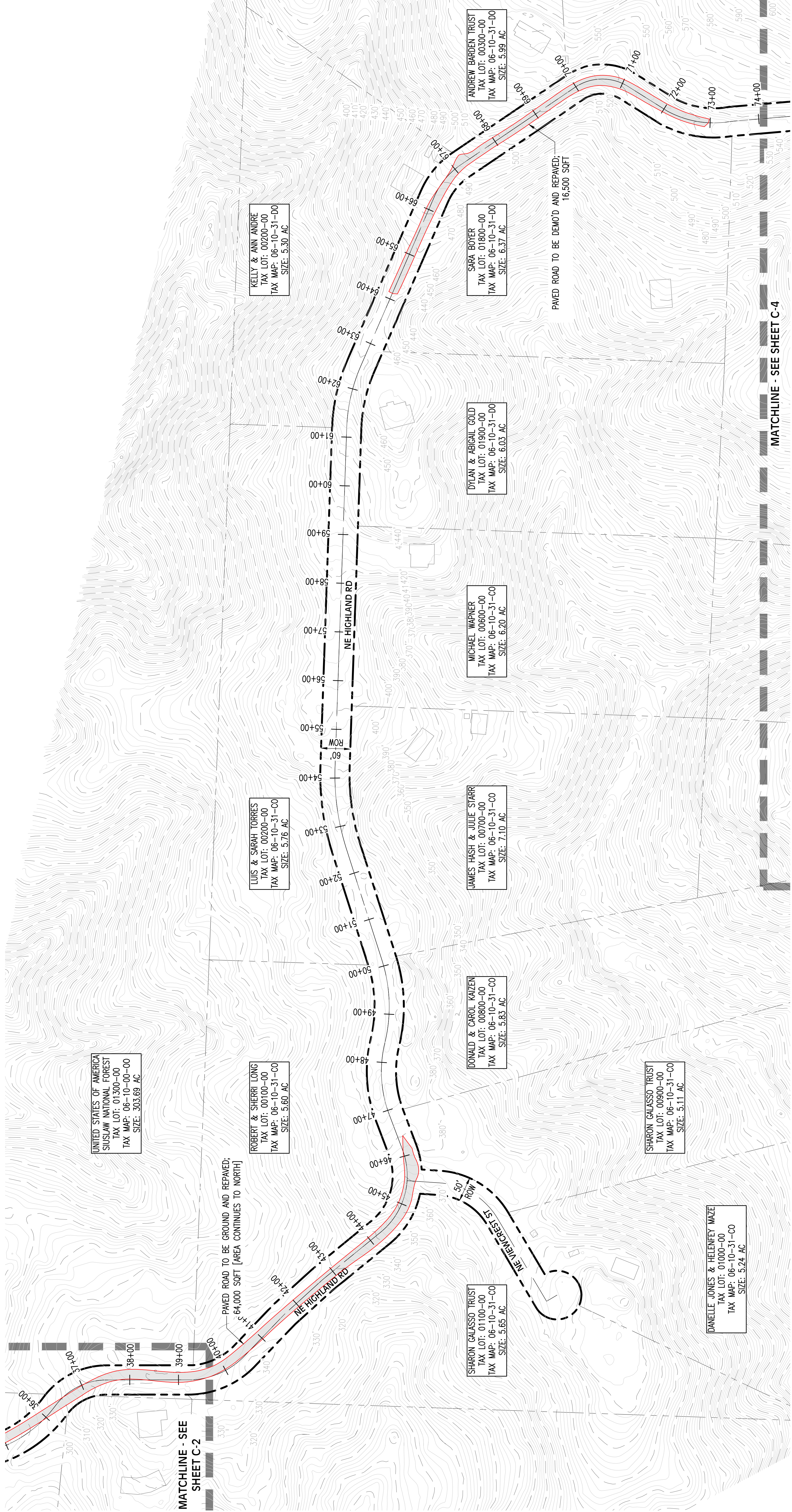
SITE KEY
SCALE: NTS

REV.	REVISION RECORD	DATE
A	PROJECT UPDATES	11/10/2025
B	UPDATE FOR BID ISSUANCE	03/31/2026

	PROJ. NO. 3747 ENLARGED SITE PLAN - A
	DWS. BY RMZ HIGHLAND ESTATES ROAD REPAIR
	APPR. BY COL. PAC. ECONOMIC DEV. DISTRICT
FILE D-3747-C-2-B	DATE 09/16/2025

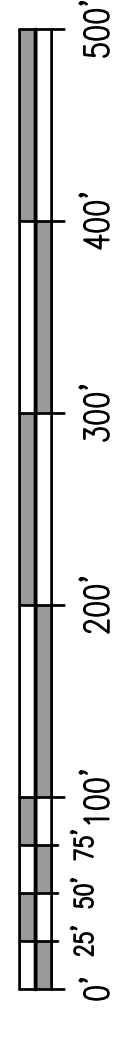
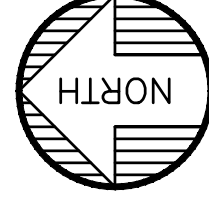
C-2

SHEET



ENLARGED SITE PLAN - B

SCALE: 1" = 100'



ORIGINAL PAGE SIZE: 24"x36"
1" MARK:

DATE: 03/31/2026
REVISED PRINT
VOID ALL PREVIOUS

DATE: 03/31/2026
BID PRINT

REV.	REVISION RECORD	DATE
A	PROJECT UPDATES	11/10/2025
B	UPDATE FOR BID ISSUANCE	03/31/2026

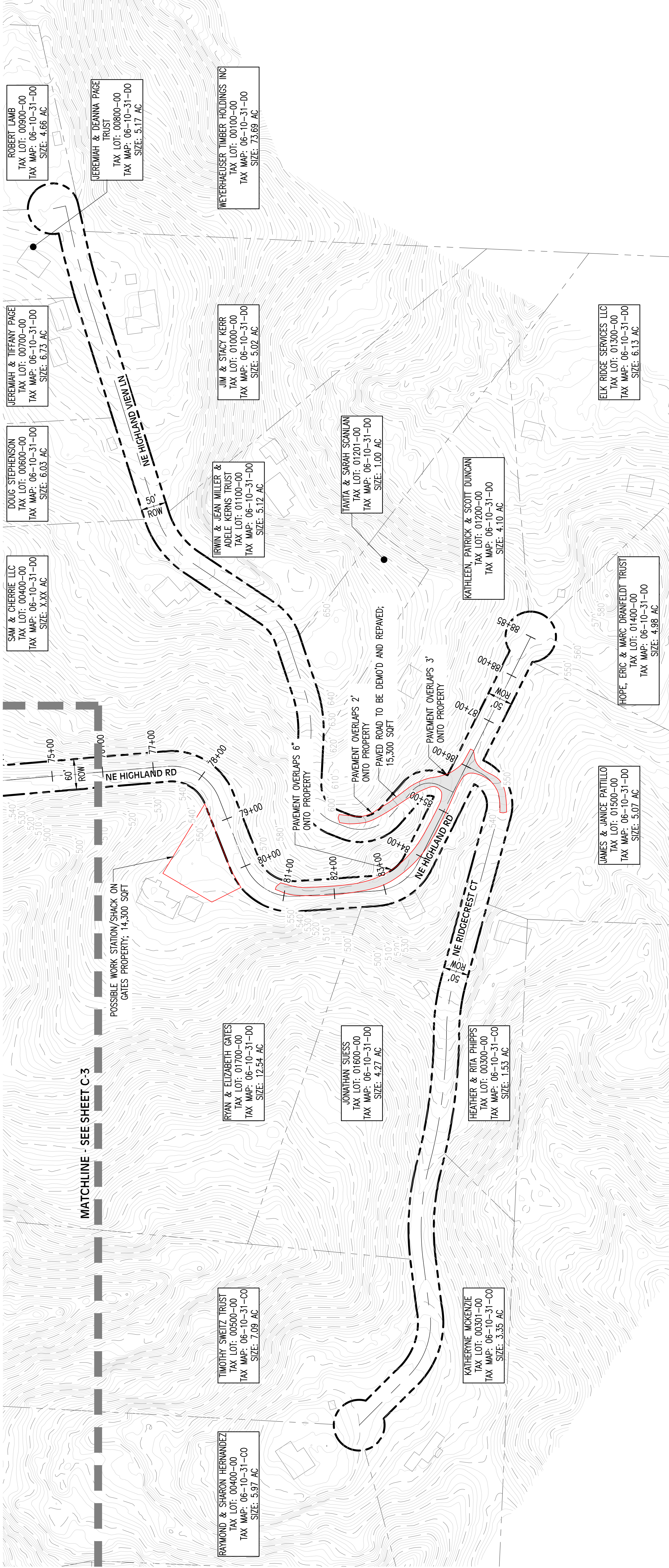
St. Helens, Oregon
(503) 386-0388

Lower Columbia Engineering

PROJ. NO.	3747	ENLARGED SITE PLAN - B
DRWG. BY	RMZ	HIGHLAND ESTATES ROAD REPAIR
APPR. BY		COL. PAC. ECONOMIC DEV. DISTRICT
FILE	D-3747-C-3-B	DATE 09/16/2025

SITE KEY

SCALE: NTS



ROBERT LAMB
TAX LOT: 00900-00
TAX MAP: 06-10-31-00
SIZE: 4.66 AC

JEREMIAH & TIFFANY PAGE
TAX LOT: 00700-00
TAX MAP: 06-10-31-00
SIZE: 6.73 AC

DOUG STEPHENSON
TAX LOT: 00600-00
TAX MAP: 06-10-31-00
SIZE: 6.03 AC

SAM & CHERRIE LLC
TAX LOT: 00400-00
TAX MAP: 06-10-31-00
SIZE: X.XX AC

JEREMIAH & DEANNA PAGE TRUST
TAX LOT: 00800-00
TAX MAP: 06-10-31-00
SIZE: 5.17 AC

WEYERHAEUSER TIMBER HOLDINGS INC
TAX LOT: 00100-00
TAX MAP: 06-10-31-00
SIZE: 73.69 AC

JIM & STACY KERR
TAX LOT: 01000-00
TAX MAP: 06-10-31-00
SIZE: 5.02 AC

IRWIN & JEAN MILLER & ADELE KERNS TRUST
TAX LOT: 01100-00
TAX MAP: 06-10-31-00
SIZE: 5.12 AC

TAVIA & SARAH SCANLON
TAX LOT: 01201-00
TAX MAP: 06-10-31-00
SIZE: 1.00 AC

KATHLEEN, PATRICK & SCOTT DUNCAN
TAX LOT: 01200-00
TAX MAP: 06-10-31-00
SIZE: 4.10 AC

ELK RIDGE SERVICES LLC
TAX LOT: 01300-00
TAX MAP: 06-10-31-00
SIZE: 6.13 AC

HOPE, ERIC & MARC DRANFELDT TRUST
TAX LOT: 01400-00
TAX MAP: 06-10-31-00
SIZE: 4.98 AC

JAMES & JANICE PATILLO
TAX LOT: 01500-00
TAX MAP: 06-10-31-00
SIZE: 5.07 AC

RYAN & ELIZABETH GATES
TAX LOT: 01700-00
TAX MAP: 06-10-31-00
SIZE: 12.54 AC

JONATHAN SIESS
TAX LOT: 01600-00
TAX MAP: 06-10-31-00
SIZE: 4.27 AC

HEATHER & RITA PHIPPS
TAX LOT: 00300-00
TAX MAP: 06-10-31-00
SIZE: 1.53 AC

TIMOTHY SWETZ TRUST
TAX LOT: 00500-00
TAX MAP: 06-10-31-00
SIZE: 7.09 AC

KATHERINE MCKENZIE
TAX LOT: 00301-00
TAX MAP: 06-10-31-00
SIZE: 3.35 AC

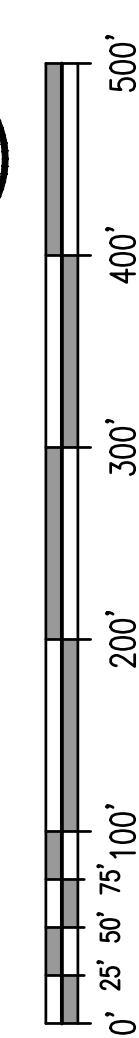
RAYMOND & SHARON HERNANDEZ
TAX LOT: 00400-00
TAX MAP: 06-10-31-00
SIZE: 5.97 AC

MATCHLINE - SEE SHEET C-3

POSSIBLE WORK STATION/SHACK ON GATES PROPERTY; 14,300 SQFT



ENLARGED SITE PLAN - C
SCALE: 1" = 100'



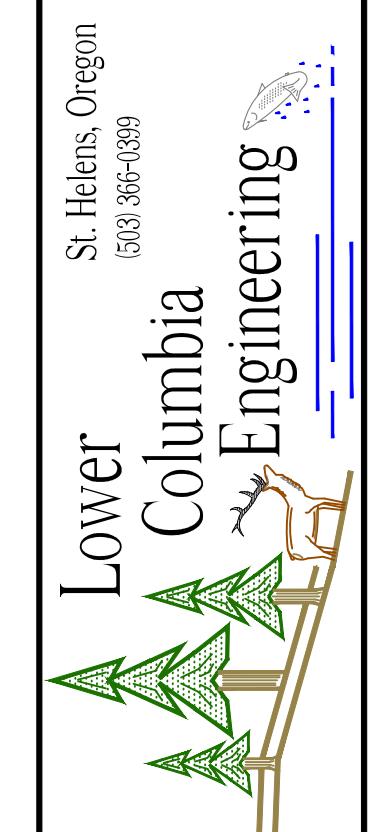
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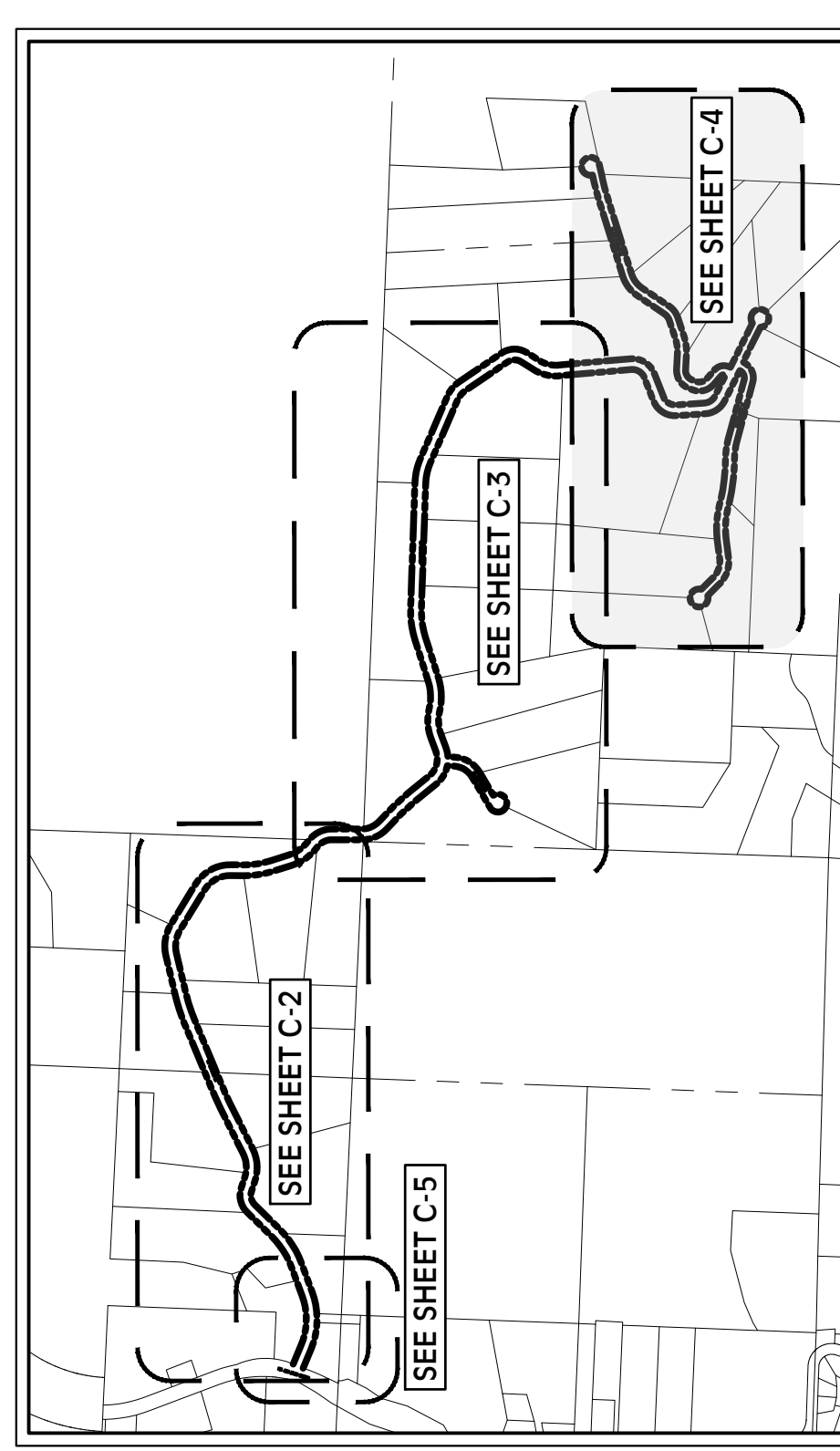
REV.	REVISION RECORD	DATE
A	PROJECT UPDATES	11/10/2025
B	UPDATE FOR BID ISSUANCE	03/31/2026

PROJ. NO.	3747	ENLARGED SITE PLAN - C
DWG. BY	RM2	HIGHLAND ESTATES ROAD REPAIR
APPR. BY		COL. PAC. ECONOMIC DEV. DISTRICT
FILE	D-3747-C-4-B	
		DATE 09/16/2025

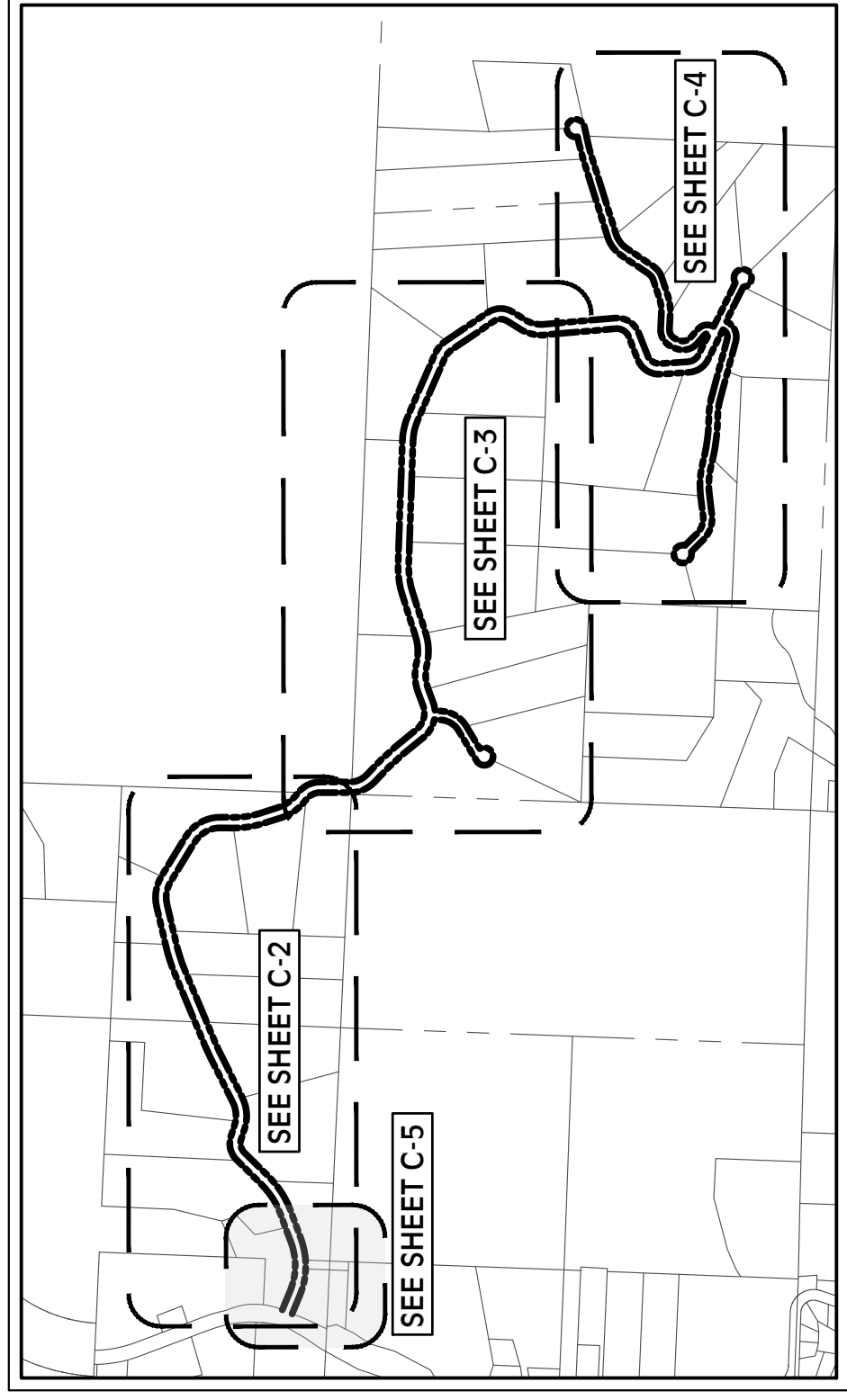
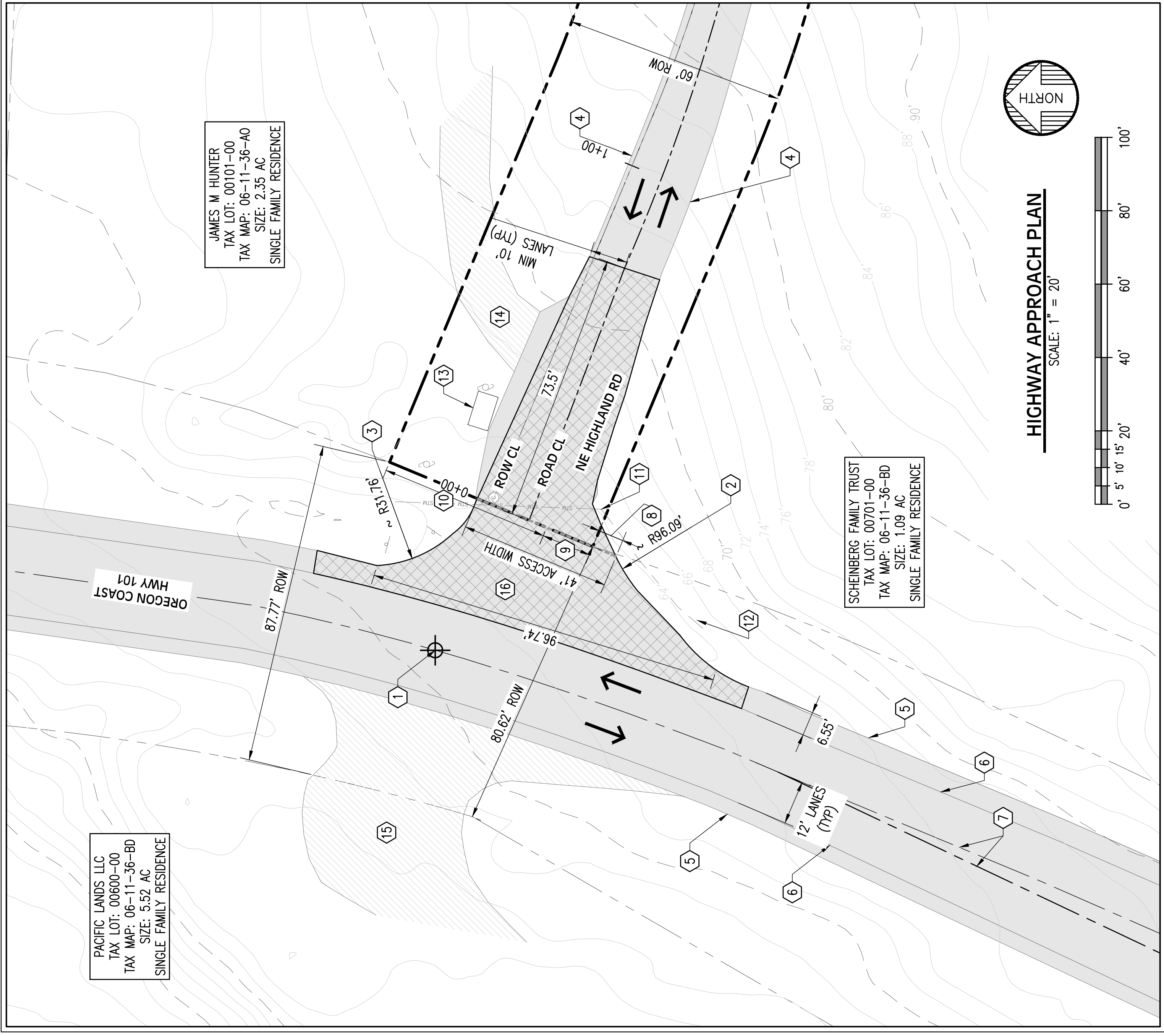


St. Helens, Oregon
(503) 386-0388

SITE KEY
SCALE: NTS



SHEET
C-4



SITE KEY
SCALE: NTS

ODOT DESIGN SPECIFICATIONS AND PROVISIONS FOR ENCROACHMENT, CONSTRUCTION ON, OR USE OF STATE HIGHWAY

- 00100.000 AN OWNER OF REAL PROPERTY ABUTTING A STATE HIGHWAY WITH AN EXISTING APPROACH ROAD THAT IS PRESUMED TO HAVE WRITTEN PERMISSION UNDER ORS 374.308 OR THAT HAS AN APPROACH PERMIT UNDER ORS 374.310 IS RESPONSIBLE FOR THE COST AND PERFORMANCE OF MAINTAINING THE APPROACH ROAD IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION'S REQUIREMENTS. FROM THE OUTERMOST EDGE OF THE HIGH-WAY PAVEMENT SHOULDER OR CURB LINE TO THE RIGHT-OF-WAY LINE, AND SHALL MAINTAIN ALL PORTIONS OF THE APPROACH ROAD ON THE OWNER'S PROPERTY. [2013, 6.476 §3]. [HTTPS://WWW.OREGONLAWS.ORG/ORS/374.310](https://www.oregonlaws.org/ors/374.310)
- 00101.003 COMPLETE ALL WORK TO BE DONE UNDER THIS CONSTRUCTION PERMIT BEFORE THE SPECIFIED COMPLETION DATE. ANY TIME EXTENSION AGREEMENT WILL REQUIRE THAT THE INSURANCE POLICY EXPIRE BEYOND THE NEWLY AGREED UPON COMPLETION DATE.
- 00102.000 THE PERMIT AND ALL SPECIFICATIONS, DETAILS, TYPICAL DRAWINGS, PROVISIONS, AND STANDARD DRAWINGS ATTACHED TO THE PERMIT SHALL TAKE PRECEDENCE OVER ALL PLANS, DRAWINGS AND SPECIFICATIONS PRODUCED BY THE ARCHITECT OR ENGINEER REPRESENTING THE APPLICANT OR CONTRACTOR.
- 00103.000 APPLICANT SHALL BE RESPONSIBLE FOR LOCATING AND PRESERVING ALL EXISTING SURVEY MONUMENTATION WITHIN THE WORK AREA IN ACCORDANCE WITH ORS 209.150 AND/OR 209.155. IF A MONUMENT OR ITS ACCESSORIES ARE INADVERTENTLY OR OTHERWISE DISTURBED OR DESTROYED, APPLICANT SHALL BE RESPONSIBLE FOR ALL COSTS AND COORDINATION ASSOCIATED WITH ITS REESTABLISHMENT BY A PROFESSIONAL LICENSED SURVEYOR.
- 00104.000 AT LEAST 48 HOURS BEFORE BEGINNING PERMIT WORK AND AGAIN AFTER COMPLETING PERMIT WORK, THE APPLICANT (OR AGENT) SHALL NOTIFY THE DISTRICT PERMITTING REPRESENTATIVE.
- 00105.000 APPLICANT IS RESPONSIBLE FOR MAINTAINING EXISTING STRUCTURES, INCLUDING FENCES, UNLESS OTHERWISE DIRECTED BY THE DISTRICT MANAGER OR HIS REPRESENTATIVE.
- 00106.000 APPLICANT (OR AGENT) SHALL HAVE ON THE JOB SITE, AT ALL TIMES, A COPY OF THE PERMIT AND ALL ATTACHMENTS. THE PERMIT SHALL BE READILY AVAILABLE FOR INSPECTION.
- 00107.000 CALL BEFORE DIGGING. THE PERMITTED WORK IS LOCATED WITHIN THE OREGON UTILITY NOTIFICATION CENTER (QUINC) AREA. THE QUINC IS A UTILITIES NOTIFICATION SYSTEM TO NOTIFY OWNERS OF UTILITIES ABOUT EXCAVATION WORK TO BE PERFORMED IN THE VICINITY OF THEIR FACILITIES. THE UTILITIES NOTIFICATION SYSTEM TELEPHONE NUMBER IS 1-800-332-2344.
- 00108.000 MAINTAIN ALL EXISTING HIGHWAY SIGNS. IF ANY SIGNS ARE DAMAGED DUE TO CONTRACTOR'S OPERATIONS, REPLACE THOSE SIGNS BEFORE THE END OF THAT WORK SHIFT. AVOID OPERATIONS WHOSE METHODS, CONDITIONS, OR TIMING MAY INJURE PEOPLE OR DAMAGE PROPERTIES. DAMAGE INCLUDES STAINING SURFACES WITH SUCH THINGS AS MUD AND ASPHALT. WHEN DAMAGE OCCURS, THE DISTRICT MANAGER WILL DETERMINE IF IT IS TO BE CORRECTED BY REPAIR, REPLACEMENT, OR COMPENSATORY PAYMENT. IF COMPENSATORY PAYMENT IS REQUIRED, THE DISTRICT MANAGER WILL DETERMINE THE AMOUNT.
- 00109.000 DO NOT PARK ON STATE RIGHT-OF-WAY UNLESS PERMITTED BY THE DISTRICT MANAGER. COMPLY WITH ORS 810.230, 810.160.
- 00110.000 REMOVE ALL DIRT AND DEBRIS FROM THE HIGHWAY AT THE END OF EACH WORK SHIFT OR MORE FREQUENTLY IF A HAZARD TO THE TRAVELING PUBLIC EXISTS OR AS DIRECTED BY THE DISTRICT MANAGER.
- 00111.000 AREAS OF EXCAVATION SHALL BE RETURNED TO "PRE-CONSTRUCTION" CONDITION OR BETTER. REPAIR NATURAL DRAINAGE SO NO WATER STANDS OR COLLECTS IN EXCAVATED AREAS, WHEN PRACTICAL. SLOPES SHALL BE TRIMMED TO BLEND WITH THE ADJACENT TERRAIN. REPLACE THE VEGETATIVE COVER TO BLEND WITH THE ADJACENT NATURAL GROWTH.
- 00112.000 PERMITTEE SHALL BE RESPONSIBLE AND LIABLE FOR (1) INVESTIGATING PRESENCE/ABSENCE OF ANY LEGALLY PROTECTED OR REGULATED ENVIRONMENTAL RESOURCE(S) IN THE ACTION AREA; (2) DETERMINING ANY AND ALL RESTRICTIONS OR REQUIREMENTS THAT RELATE TO THE PROPOSED ACTIONS, AND COMPLYING WITH SUCH, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO HAZARDOUS MATERIAL(S), WATER QUALITY CONSTRAINTS, WETLANDS, ARCHEOLOGICAL OR HISTORIC RESOURCES, STATE AND FEDERAL THREATENED OR ENDANGERED SPECIES, ETC. (3) COMPLYING WITH ALL FEDERAL, STATE, AND LOCAL LAWS, AND OBTAINING ALL REQUIRED AND NECESSARY PERMITS AND APPROVALS.
- 00113.000 UPON COMPLETION OF THE WORK REQUIRED UNDER THIS PERMIT THE PERMITTEE SHALL NOTIFY ODOT AND REQUEST FINAL INSPECTION.
- 00114.000 DURING CONSTRUCTION OR MAINTENANCE, THE WORK AREA SHALL BE PROTECTED IN ACCORDANCE WITH THE CURRENT FEDERAL HIGHWAY ADMINISTRATION U.S. DEPARTMENT OF TRANSPORTATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE OREGON DEPARTMENT OF TRANSPORTATION SUPPLEMENTS TO THE MUTCD, AND THE OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK (OTCH) THEREIN. FLAGGERS MUST HAVE A CARD OR CERTIFICATE INDICATING THEIR COMPLETION OF AN APPROVED WORK ZONE CONTROL COURSE. ALL TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED ACCORDING TO THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA) QUALITY STANDARDS FOR WORK ZONE TRAFFIC CONTROL DEVICES HANDBOOK.
- 6515.01 ISSUANCE OF NEW USE PERMIT WILL CANCEL AND SUPERCEDE ANY PREVIOUS AND OR EXISTING PERMITS.

NOTE PERTAINING TO WORK IN AND AROUND ODOT ROW

- ODOT SPECIFICATIONS SHALL BE ADHERED TO WHEN WORKING IN THE ODOT ROW AND WHEN WORK WOULD AFFECT TRAFFIC WITHIN THE ODOT ROW. CONTRACTOR IS RESPONSIBLE FOR INVESTIGATING, UNDERSTANDING AND ADHERING TO THESE REGULATIONS.
- BASED ON PRELIMINARY UNDERSTANDING, IT IS EXPECTED THAT WORK AFFECTING ODOT ROW WILL BE LIMITED TO:
- WORK BETWEEN 7PM AND 6AM
 - NO CLOSURES ON FRIDAY
 - NO CLOSURES ON THE WEEKEND

KEYNOTES

1	OREGON COAST HWY MILEPOINT 111.05.	10	46.4' FROM NORTH ROW LINE TO CENTER OF APPROACH.
2	EXISTING ACCESS RADIUS AT SOUTH SIDE OF NE HIGHLAND RD.	11	ON-SITE CULVERT AND ODOT DITCH LINE FLOW TO 12' HDPE CULVERT FLOWING NORTH.
3	EXISTING ACCESS RADIUS AT NORTH SIDE OF NE HIGHLAND RD.	12	EXISTING ODOT DITCH LINE FLOWS NORTH.
4	EXISTING EDGE OF PAVEMENT - NE HIGHLAND RD.	13	EXISTING MAIL CLUSTER FOR HIGHLAND ESTATES HOMEOWNERS ASSOCIATION.
5	EXISTING EDGE OF PAVEMENT - HWY 101 SHOULDER.	14	PRIVATE PAVED APPROACH TO RESIDENCE OFF OF NE HIGHLAND RD.
6	EXISTING PAINTED FOG LINE.	15	PRIVATE APPROACH TO RESIDENCE OFF OF HWY 101.
7	APPROXIMATE CENTERLINE STRIPING SPLITS TOWARD SOUTH.	16	PROPOSED WORK: DEMO AND PAVE 4,100 SQFT OF EXISTING PAVED APPROACH FROM HWY 101 TO NE HIGHLAND RD. SAWCUT CLEAN LINES WHERE TYING TO EXISTING PAVEMENT.
8	APPROACH EXTENDS APPROXIMATELY 7' SOUTH OF ROW LINE.		
9	13.6' FROM SOUTH ROW LINE TO CENTER OF APPROACH.		

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REV. A	UPDATE FOR BID ISSUANCE	DATE	03/31/2026

St. Helens, Oregon
(503) 386-0388

Lower Columbia Engineering

PROJ. NO.	3747	ENLARGED HIGHWAY APPROACH PLAN
DWG. BY	RMZ	HIGHLAND ESTATES ROAD REPAIR
APPR. BY		COL. PAC. ECONOMIC DEV. DISTRICT
FILE	D-3747-C-5-A	DATE 09/16/2025

SHEET C-5

STANDARD EROSION AND SEDIMENT CONTROL PLAN NOTES:

- ONCE KNOWN, INCLUDE A LIST OF ALL CONTRACTORS THAT WILL ENGAGE IN CONSTRUCTION ACTIVITIES ON SITE AND THE AREAS WHERE THE CONTRACTOR(S) WILL ENGAGE IN CONSTRUCTION ACTIVITIES. REVERSE THE LIST AS APPROPRIATE UNTIL PERMIT COVERAGE IS TERMINATED (SECTION 4.4.C). IN ADDITION, INCLUDE A LIST OF ALL PERSONNEL (BY NAME AND POSITION) THAT ARE RESPONSIBLE FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF STORMWATER CONTROL MEASURES (E.G. ESC DEVELOPER, BMP INSTALLER (SEE SECTION 4.10), AS WELL AS THEIR INDIVIDUAL RESPONSIBILITIES. (SECTION 4.4.C.I).
- VISUAL MONITORING INSPECTION REPORTS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS. (SECTION 6.5)
- INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS. (SECTION 6.5.0)
- RETAIN A COPY OF THE ESC AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. (SECTION 4.7)
- THE PERMIT REGISTRANT MUST IMPLEMENT THE ESCP, FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT. (SECTION 4 AND 4.11).
- THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SECTION 4.6).
- SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. (SECTION 4.9)
- SEQUENCE CLEARING AND GRADING TO DEQ OR AGENT WITHIN 10 DAYS. (SECTION 4.9)
- SOURCE OF EROSION. (SECTION 2.2.2)
- CREATE SMOOTH SURFACES BETWEEN SOIL SURFACE AND EROSION AND SEDIMENT CONTROLS TO PREVENT STORMWATER FROM BYPASSING CONTROLS AND BONDING. (SECTION 2.2.3)
- IDENTIFY, MARK, AND PROTECT (BY CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G. WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SECTION 2.2.1).
- PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE OPEN AREAS. RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SECTION 2.2.5)
- INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS PRIOR TO LAND DISTURBANCE. (SECTIONS 2.1.3)
- CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAM BANKS. (SECTIONS 2.1.1 AND 2.2.16)
- CONTROL SEDIMENT AS NEEDED ALONG THE SITE PERIMETER AND AT ALL OPERATIONAL INTERNAL STORM DRAIN INLETS AT ALL TIMES DURING CONSTRUCTION, BOTH INTERNALLY AND AT THE SITE BOUNDARY. (SECTIONS 2.2.6 AND 2.2.15)
- ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SECTION 2.2.14)
- APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY AND ALL DISTURBED AREAS AS GRADING PROGRESSES. TEMPORARY OR PERMANENT STABILIZATION MEASURES ARE NOT REQUIRED FOR AREAS THAT ARE NOT INTENDED TO BE LEFT UNVEGETATED, SUCH AS DIRT ACCESS ROADS OR UTILITY POLE PADS. (SECTIONS 2.2.20 AND 2.2.21)
- ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SECTION 2.3.7)
- KEEP WASTE CONTAINER LIDS CLOSED THROUGHOUT THE DAY. FOR WASTE CONTAINERS THAT DO NOT HAVE LIDS, PROVIDE EITHER (1) COVER (E.G. TARP, PLASTIC SHEETING, TEMPORARY ROOF) TO PREVENT EXPOSURE OF WASTES TO PRECIPITATION, OR (2) A SIMILARLY EFFECTIVE MEANS DESIGNED TO PREVENT THE DISCHARGE OF POLLUTANTS (E.G. SECONDARY CONTAINMENT). (SECTION 2.3.7)
- PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMP'S SUCH AS: CONSTRUCTION ENTRANCE, GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ALL UNPAVED ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMP'S MUST BE IN PLACE PRIOR TO LAND-DISTURBING ACTIVITIES. (SECTION 2.2.7)
- WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SECTION 2.2.7.F)
- CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E. CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SECTIONS 1.5 AND 2.3.9)
- ENSURE THAT STEEP SLOPE AREAS WHERE CONSTRUCTION ACTIVITIES ARE NOT OCCURRING ARE NOT DISTURBED. (SECTION 2.2.12)
- PREVENT SOIL COMPACTION IN AREAS WHERE POST-CONSTRUCTION INFILTRATION FACILITIES ARE TO BE INSTALLED. (SECTION 2.2.12)
- USE BMP'S TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS, VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES; AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, FERTILIZER, AND PESTICIDES AND HERBICIDES, PAINTS, SOLVENTS, CURING COMPOUNDS AND ADHESIVES FROM CONSTRUCTION OPERATIONS. (SECTIONS 2.2.15 AND 2.3)
- PROVIDE PLANS FOR SEDIMENTATION BASINS THAT HAVE BEEN DESIGNED PER SECTION 2.2.17 AND STAMPED BY AN OREGON PROFESSIONAL ENGINEER. (SEE SECTION 2.2.17.A)
- IF ENGINEERED SOILS ARE USED ON SITE, A SEDIMENTATION BASIN/COMPOUND MUST BE INSTALLED. (SEE SECTIONS 2.2.17 AND 2.2.18)
- SHALLOW DOWATERING PLAN FOR ACCUMULATED WATER FROM PRECIPITATION AND UNCONTAMINATED GROUNDWATER SEEPAGE DUE TO DRAINAGE EXCAVATION ACTIVITIES. (SEE SECTION 2.4)
- IMPLEMENT THE FOLLOWING BMP'S WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGULAR MAINTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIAL DELIVERY AND STORAGE CONTROLS, TRAINING AND SIGNAGE, AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SECTION 2.3)
- USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SECTION 2.2.9)
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS; EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SECTION 2.2.9)
- IF AN ACTIVE TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN ENVIRONMENTAL MANAGEMENT PLAN APPROVAL FROM DEQ BEFORE OPERATION OF THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SECTION 1.2.9)
- TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS, IF NEEDED. THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SECTION 2.2)
- AS NEEDED BASED ON WEATHER CONDITIONS, AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMP'S MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SECTION 2.2.8)
- SEDIMENT FENCE: REMOVED TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SECTION 2.1.5.B)
- OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL. (SECTION 2.1.5.C)
- CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SECTION 2.1.5.D)
- WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A REOCCURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIMEFRAME. (SECTION 2.2.19.A)
- THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGEWAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SECTION 2.2.19)
- DOCUMENT ANY PORTION(S) OF THE SITE WHERE LAND DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS. (SECTION 6.5.F)
- PROVIDE TEMPORARY STABILIZATION FOR THE PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SECTION 2.2.20)
- DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED, ALL TEMPORARY EROSION CONTROLS AND RETAINED MOVED AND DISPOSED OF PROPERLY, UNLESS NEEDED FOR LONG TERM USE FOLLOWING TERMINATION OF PERMIT COVERAGE. (SECTION 2.2.21)

LOCAL AGENCY-SPECIFIC EROSION CONTROL NOTES:

- OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
- PRIOR TO ANY LAND DISTURBING ACTIVITIES: THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT. NOTE: VEGETATED CORRIDORS TO BE DELINEATED WITH ORANGE CONSTRUCTION FENCE OR APPROVED EQUAL.
- PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BMP'S THAT MUST BE INSTALLED ARE A GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION. THESE BMP'S MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
- IF VEGETATIVE FIELD MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE NO LATER THAN SEPTEMBER 1; THE TYPE AND PERCENTAGES OF SEED IN THE MIX MUST BE IDENTIFIED IN THE PLANS.
- ALL PUMPING OF SEDIMENT LADEN WATER SHALL BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (i.e. FILTER BAG).
- THE ESC PLAN MUST BE KEPT ON SITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT OR SEDIMENT LADEN WATER DO NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
- THE ESC MEASURES SHOWN ON THIS PLAN ARE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL EROSION CONTROL REGULATIONS. CHANGES TO THE APPROVED ESC PLAN MUST BE SUBMITTED IN THE FORM OF AN ACTION PLAN TO DEQ PER THE 1200 C PERMIT.
- IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMP'S MUST BE USED WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.
- ALL EXPOSED SOILS MUST BE COVERED DURING THE WET WEATHER PERIOD.

ATTENTION EXCAVATORS:

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010- THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6899. (SECTION 2.2.14)



RATIONALE STATEMENT:

A COMPREHENSIVE LIST OF AVAILABLE BEST MANAGEMENT PRACTICES (BMP) OPTIONS BASED ON DEQ'S GUIDANCE MANUAL HAS BEEN REVIEWED TO COMPLETE THIS EROSION AND SEDIMENT CONTROL PLAN. SOME OF THE ABOVE LISTED BMP'S WERE NOT CHOSEN BECAUSE THEY WERE DETERMINED TO NOT EFFECTIVELY MANAGE EROSION PREVENTION AND SEDIMENT CONTROL FOR THIS PROJECT BASED ON SPECIFIC SITE CONDITIONS, INCLUDING SOIL CONDITIONS, TOPOGRAPHIC CONSTRAINTS, ACCESSIBILITY TO THE SITE, AND OTHER RELATED CONDITIONS. AS THE PROJECT PROGRESSES AND THERE IS A NEED TO REVISE THE ESC PLAN, AN ACTION PLAN WILL BE SUBMITTED.

NARRATIVE DESCRIPTION:

EXISTING SITE CONDITIONS

- EXISTING ROADWAY

SITE SOIL CLASSIFICATION

- BENTILLA SILTY CLAY LOAM
- FENDALL-WINEMA, TEMPLETON-FENDALL, AND WINEMA-FENDALL SILT LOAMS
- CRUSHED ROCK AND ASPHALT IN ROADWAY

FILL MATERIAL: CRUSHED ROCK, ASPHALT

DEVELOPED SITE CONDITIONS

- REPAVED ROADWAY

RECEIVING WATER BODY

ROMDY CREEK AND FRAZER CREEK LEADING TO SALMON RIVER

PROJECT LOCATION:

STARTING AT THE ACCESS OF NE HIGHLAND RD FROM HWY 101 AND EXTENDING WESTWARD THROUGH NE HIGHLAND RD. LATITUDE N 45° 00' 34", LONGITUDE W 123° 58' 40"

PROPERTY DESCRIPTION:

0.007 HWY 101, NE HIGHLAND RD, NE HIGHLAND VIEW LN, AND NE RIDGECREST CT RIGHTS-OF-WAY

NEAREST RAIN GAUGE:

TILLAMOOK (TWK03)

LATITUDE N 45° 27' 26", LONGITUDE W 123° 48' 9"

<https://forecast.weather.gov/MapClick.php?lat=45.456&lon=-123.6363>

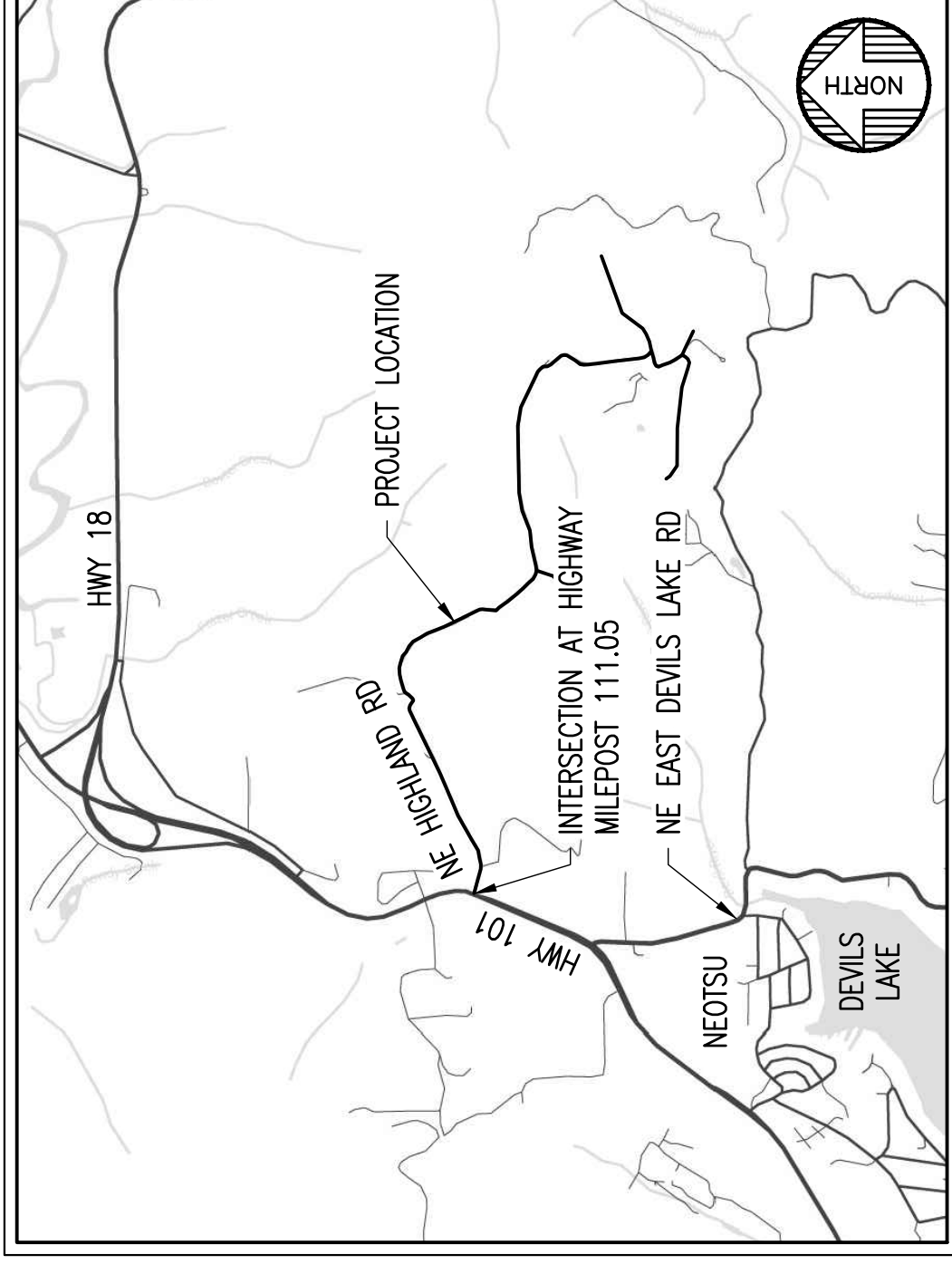
NATURE OF CONSTRICTION TIME TABLE:

- DEMOLITION (05/2026 - 08/2026)
- CONSTRUCTION (05/2026 - 08/2026)
- FINAL GRADING (05/2026 - 08/2026)
- FINAL INSPECTION (AUGUST 2026)

TOTAL SITE AREA = 16.50 ACRES

TOTAL DISTURBED AREA = 2.50 ACRES

HIGHLAND ESTATES ROAD REPAIR EROSION AND SEDIMENT CONTROL PLANS OTIS, OREGON 97368 COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT



VICINITY MAP
SCALE: NTS

SITE IMPROVEMENT BMP MATRIX	
YEAR:	2026
MONTH	05 06 07 08
BMPs	
BIOBAGS	X X X X
BIOSWALES/SEDIMENT BASINS	
CHECK DAMS	
PERIMETER CONTROL	X X X X
CONCRETE TRUCK WASHOUT	
CONSTRUCTION ENTRANCE	
DEWATERING	
CONVEYANCE STRUCTURES	
ENERGY DISSIPATORS	
EROSION CONTROL BLANKETS & MATS	
HYDROSEEDING	
INLET PROTECTION	
MULCHES	
CHEMICAL TREATMENT SYSTEM	
NATURAL BUFFER ZONE	
OUTLET PROTECTION	
TEMPORARY STABILIZATION	
PERMANENT STABILIZATION	
PLASTIC SHEETING	
SEDIMENT TRAP	
SOIL TACKIFIERS	
TEMPORARY DIVERSION BERMS	
VEGETATIVE BUFFER STRIPS	

SHEET	DESCRIPTION
ESC-1	EROSION & SEDIMENT CONTROL COVER SHEET
ESC-2	EROSION & SEDIMENT CONTROL PLAN
ESC-3	EROSION & SEDIMENT CONTROL STANDARD DETAILS

INSPECTION FREQUENCY:

- INSPECTION PER WEEK

ADDITIONAL NOTES

- HOLD A PRE-CON MEETING OF PROJECT CONSTRUCTION PERSONNEL THAT INCLUDES THE ESC INSPECTOR.
- ALL INSPECTIONS MUST BE MADE IN ACCORDANCE WITH DEQ 1200C PERMIT REQUIREMENTS.
- INSPECTION LOGS AND A LOGBOOK MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200C PERMIT REQUIREMENTS.
- REVISIONS TO THE APPROVED ESC PLAN MUST BE SUBMITTED TO DEQ OR AGENT IN ACCORDANCE WITH CURRENT 1200C PERMIT.

SPECIAL NOTE:

THE PERMIT REGISTRANT IS RESPONSIBLE FOR MEETING ALL CONDITIONS OF THE 1200-C PERMIT. THIS ESCP HAS BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200-C PERMIT. IN CASES OF DISCREPANCIES OR OMISSIONS, THE 1200-C PERMIT REQUIREMENTS SUPERSEDE THE REQUIREMENTS OF THIS PLAN. THE PERMIT REGISTRANT IS REQUIRED TO ALTER THE ESCP DEPENDING ON SITE CONDITIONS TO BE PROTECTIVE OF WATER QUALITY.

PROJECT TEAM:

ENGINEER

NAME: LOWER COLUMBIA ENGINEERING
58640 McNULTY WAY
ST. HELENS, OR 97051
CONTACT: ROBERT BESLER, P.E.
PHONE: (503) 366 0399
EMAIL: robert@lowercolumbiaengr.com

OWNER

HIGHLAND ESTATES HOMEOWNERS ASSOCIATION
8895 RIDGECREST COURT
OTIS, OR 97368
CONTACT: JON SUESS
EMAIL: jonsuess6@gmail.com

OWNER'S REPRESENTATIVE

NAME: COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT
ADDRESS: PO. BOX 15335
ST. HELENS, OR 97051
CONTACT: SARAH LU HEATH
PHONE: (503) 397 3099
EMAIL: SARAHLU@NWORECON.ORG

DATE: 03/31/2026
REVISED PRINT
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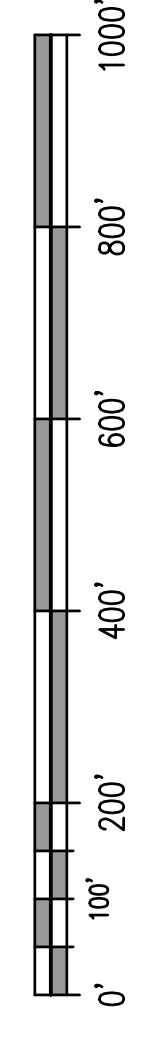
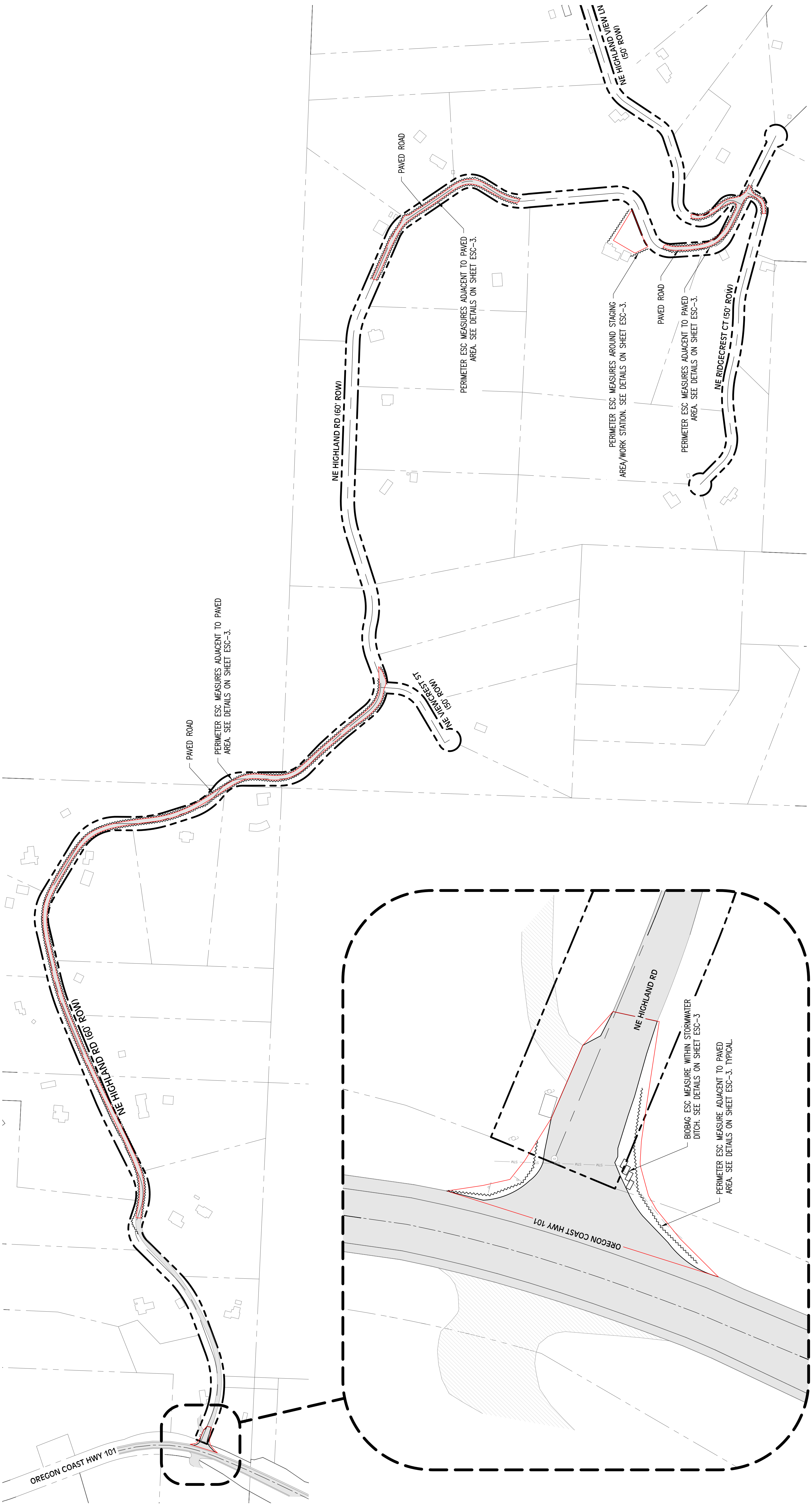
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REV.	REVISION RECORD	DATE
A	UPDATE FOR BID ISSUANCE	03/31/2026

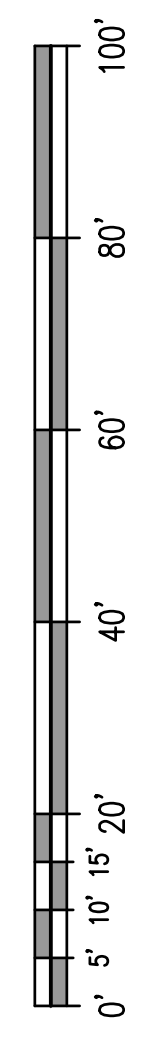


PROJ. NO.	3747	EROSION & SEDIMENT CONTROL COVER SHEET
DWG. BY	RPB	HIGHLAND ESTATES ROAD REPAIR
APPR. BY		
FILE	D--3747-ESC-1-A	DATE 03/03/2026

ESC-1
SHEET



OVERALL SITE PLAN
SCALE: 1" = 200'



ENLARGED INTERSECTION DETAIL
SCALE: 1" = 20'

DATE: 03/31/2026
REVISED PRINT
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DATE: 03/31/2026
BID PRINT

ORIGINAL PAGE SIZE: 24" x 36"
1" MARK:

REV.	REVISION RECORD	DATE	PROJ. NO.	EROSION & SEDIMENT CONTROL PLAN
A	UPDATE FOR BID ISSUANCE	03/31/2026	3747	HIGHLAND ESTATES ROAD REPAIR
			DRWG. BY	RFB
			APPR. BY	
			FILE	D-3747-ESC-2-A
				DATE 09/16/2025

Lower Columbia Engineering
St. Helens, Oregon
(503) 389-0389

ESC-2

SHEET

COL. PAC. ECONOMIC DEV. DISTRICT

DATE 09/16/2025

