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A. DEFINITIONS

1. City - City of Boardman, Oregon, a municipal corporation and authorized City Personnel.

2. City Engineer - The Engineer, and his/her representative, authorized by the City of Boardman to act as the City's representative in engineering matters as they relate to improvements to the City's infrastructure or construction of new infrastructure to be built by developers and then dedicated to the City.

3. Contractor - The person, firm, or corporation that has contracted to construct City infrastructure improvements for which the City will ultimately have ownership; or a developer, and including the developer’s Project Engineer, construction inspector, etc.

4. Project Engineer - The Engineer engaged by or representing the contractor or developer in engineering matters as they relate to improvements to the City’s infrastructure or construction of new infrastructure to be built by developers and then dedicated to the City.

5. Drawings - The Project Plans prepared by a Professional Engineer licensed in the State of Oregon that depict the detailed characteristics and scope of work for a particular infrastructure improvement project; and the City Standard Details.

6. Specifications - The detailed project specifications prepared by a registered Professional Engineer that consist of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship for a particular infrastructure improvement project; and the City Standard Technical Specifications.

B. CITY ENGINEER’S AUTHORITY

1. The City Engineer shall act as the City's representative on the project, and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. The City Engineer may make visits to the site and determine if the work is proceeding in accordance with the Drawings and Specifications. The City Engineer, however, does not guarantee the performance of the Contractor by the City Engineer's providing of such review. The City Engineer's undertaking hereunder shall not relieve the Contractor of his/her obligation to perform the work in conformity with the Drawings and Specifications and in a workmanlike manner; shall not make the City Engineer an insurer of the Contractor's performance; shall not impose upon the City Engineer any obligations to see that the work is performed in a safe manner; and shall not relieve the Contractor from his/her responsibility to adequately supervise the work.

2. The City Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
C. ABBREVIATIONS

The following abbreviations of Associations, units of measurement, and miscellaneous items are defined as they may be used in these Contract Documents or on the Drawings. This list may not be all-inclusive.

**Associations**

<table>
<thead>
<tr>
<th>Abbreviation</th>
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<tbody>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>AGC</td>
<td>Associated General Contractors of America</td>
</tr>
<tr>
<td>AIA</td>
<td>American Institute of Architects</td>
</tr>
<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
</tr>
<tr>
<td>AITC</td>
<td>American Institute of Timber Construction</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
</tr>
<tr>
<td>APA</td>
<td>American Plywood Association</td>
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<tr>
<td>APWA</td>
<td>American Public Works Association</td>
</tr>
<tr>
<td>AREA</td>
<td>American Railway Engineering Association</td>
</tr>
<tr>
<td>ASCE</td>
<td>American Society of Civil Engineers</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
</tr>
<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
</tr>
<tr>
<td>AWS</td>
<td>American Welding Society</td>
</tr>
<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
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<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
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<tr>
<td>DFPA</td>
<td>Douglas Fir Plywood Association</td>
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<tr>
<td>DIPRA</td>
<td>Ductile Iron Pipe Research Association</td>
</tr>
<tr>
<td>IBC</td>
<td>International Building Code</td>
</tr>
<tr>
<td>ICEA</td>
<td>Insulated Cable Engineers Association</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers</td>
</tr>
<tr>
<td>IPC</td>
<td>International Plumbing Code</td>
</tr>
<tr>
<td>IPCEA</td>
<td>Insulated Power Cable Engineers Association</td>
</tr>
<tr>
<td>ITE</td>
<td>Institute of Transportation Engineers</td>
</tr>
<tr>
<td>NEMA</td>
<td>National Electrical Manufacturer's Association</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>SAE</td>
<td>Society of Automotive Engineers</td>
</tr>
<tr>
<td>SDI</td>
<td>Steel Door Institute</td>
</tr>
<tr>
<td>SSPC</td>
<td>Steel Structures Painting Council</td>
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<tr>
<td>WWPA</td>
<td>Western Wood Products Association</td>
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**Codes and Acts**

<table>
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<tr>
<th>Abbreviation</th>
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<tbody>
<tr>
<td>MUTCD</td>
<td>Manual on Uniform Traffic Control Devices</td>
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CITY OF BOARDMAN, OREGON
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GENERAL REQUIREMENTS

<table>
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<tr>
<th>Abbreviation</th>
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<tbody>
<tr>
<td>NEC</td>
<td>National Electrical Code</td>
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<tr>
<td>NEPA</td>
<td>National Environmental Policy Act</td>
</tr>
<tr>
<td>OAR</td>
<td>Oregon Administrative Rules</td>
</tr>
<tr>
<td>RCW</td>
<td>Revised Code of Washington (Laws of the State)</td>
</tr>
<tr>
<td>SEPA</td>
<td>State Environmental Policy Act</td>
</tr>
<tr>
<td>UL</td>
<td>Underwriters Laboratories, Inc.</td>
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<tr>
<td>WAC</td>
<td>Washington Administrative Code</td>
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**Federal Agencies**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>BIA</td>
<td>Bureau of Indian Affairs</td>
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<tr>
<td>BLM</td>
<td>Bureau of Land Management</td>
</tr>
<tr>
<td>BOR</td>
<td>Bureau of Reclamation</td>
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<tr>
<td>DOD</td>
<td>Department of Defense</td>
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<tr>
<td>FHWA</td>
<td>Federal Highway Administration</td>
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<tr>
<td>LCDC</td>
<td>Land Conservation and Development Commission</td>
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<tr>
<td>NMFS</td>
<td>National Marine Fisheries Service</td>
</tr>
<tr>
<td>NRCS</td>
<td>Natural Resources Conservation Service</td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
</tr>
<tr>
<td>USDA</td>
<td>U.S. Department of Agriculture</td>
</tr>
<tr>
<td>USEPA</td>
<td>U.S. Environmental Protection Agency</td>
</tr>
<tr>
<td>USFS</td>
<td>U.S. Forest Service</td>
</tr>
<tr>
<td>USFWS</td>
<td>U.S. Fish and Wildlife Service</td>
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**State Agencies**

<table>
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<tr>
<th>Abbreviation</th>
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<tbody>
<tr>
<td>DEQ</td>
<td>Oregon Department of Environmental Quality</td>
</tr>
<tr>
<td>DWS</td>
<td>Oregon Health Authority - Drinking Water Services</td>
</tr>
<tr>
<td>ODF</td>
<td>Oregon Department of Forestry</td>
</tr>
<tr>
<td>ODFW</td>
<td>Oregon Department of Fish and Wildlife</td>
</tr>
<tr>
<td>ODOT</td>
<td>Oregon Department of Transportation</td>
</tr>
<tr>
<td>OWRD</td>
<td>Oregon Water Resources Department</td>
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<tr>
<td>WISHA</td>
<td>Washington Industrial Safety and Health Administration</td>
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<tr>
<td>WSDOT</td>
<td>Washington State Department of Transportation</td>
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**Units of Measurement and Abbreviation**

*(Partial Listing)*

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<thead>
<tr>
<th>Abbreviation</th>
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<tbody>
<tr>
<td>AC</td>
<td>Asbestos Cement or Asphalt Concrete</td>
</tr>
<tr>
<td>ACP</td>
<td>Asphalt Concrete Pavement</td>
</tr>
<tr>
<td>BST</td>
<td>Bituminous Surface Treatment</td>
</tr>
<tr>
<td>C.I.</td>
<td>Cast Iron</td>
</tr>
<tr>
<td>CL</td>
<td>Centerline</td>
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</table>
D. PRECONSTRUCTION CONFERENCE/PROJECT WORK MEETINGS

1. Preconstruction Conference. A preconstruction conference shall be held prior to the Work commencing on the project. The Contractor, City, City Engineer, and other appropriate agencies, utilities, etc., shall attend. The meeting shall be held to discuss general contracting procedures, communications, roles and responsibilities, quality control, project work schedule, agency requirements, and other topics that relate to the Work as appropriate.

2. The Contractor and/or their superintendent shall meet with the City and City Engineer on a regular basis to review the progress of the Work, Work schedule, Project concerns, etc., as may be appropriate. The intent of this meeting will be to keep communication channels open and to keep all parties informed as to the status of the Work. Generally, the meeting shall be held weekly; however, it may be scheduled at other times if needed. In addition to these meetings, the Contractor and resident Project Representative shall meet monthly, in a Record Drawing Review meeting, prior to submitting the monthly Application for Payment. This meeting will be used to review Record Drawings being kept on the Project by the Contractor.

E. ENVIRONMENTAL REQUIREMENTS

The Contractor shall be responsible for obtaining an NPDES Permit 1200-C for erosion and sedimentation control during construction if this permit is required. A copy of the permit shall be provided to the City and City Engineer prior to the start of construction.
CITY OF BOARDMAN, OREGON
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F. PROJECT SAFETY

1. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, including excavation safety. The Contractor shall comply with all applicable Laws and Regulations, ordinances, rules, and orders of any public body having jurisdiction as it relates to Project and Work safety. See applicable provisions of the General Conditions, as well as all other provisions of the Contract relative to Project and Work safety.

2. The Contractor shall maintain local access to area residents and emergency traffic throughout the life of the Project and coordinate construction activities closely with area residents to keep them informed of operations that may impact their use of any streets or roadways.

3. All signs, barricades, barriers, lights, cones, trench boxes, shoring/bracing, and other such "devices" required to warn, protect, or direct the public and workmen during the life of the Contract shall be furnished, installed, moved, and removed by the Contractor. When conditions warrant their use, flagpersons shall also be provided by the Contractor. The determination of what measures are required, in addition to those specifically called for by the Drawings and Specifications, shall be solely the responsibility of the Contractor.

4. The City and City Engineer are not responsible for determining whether proper safety precautions, etc., are being utilized. Should the Contractor fail to furnish the necessary protective measures, the City or City Engineer may, but shall not be required to, bring to the Contractor's attention by written notice of such failure and the Contractor shall undertake such corrective measures as is proper.

5. All construction Work shall be performed in accordance with the provisions of the Occupational Safety and Health Regulations of the Oregon Occupational Safety and Health Division, and other applicable regulations. It shall be the Contractor's responsibility to meet all requirements of Chapter 437 of the State of Oregon Administrative Rules. In addition, Oregon Revised Statutes (ORS) 757.542 through 757.562 and Oregon Administrative Rules (OAR) 860-024-0007 administered by the Oregon Public Utilities Commission shall apply.

7. It shall be the Contractor's sole responsibility to provide a "competent person" as defined in the regulations to be on the Project Site during all trenching operations. The "competent person" appointed by the Contractor shall fulfill all requirements of the regulations.

8. Prior to opening an excavation, the Contractor shall arrange for field location of utility installations such as sewer, telephone, fuel, electric, gas, water lines, or any other underground installations that reasonably may be expected to be encountered during the excavation work. When excavation operations approach the estimated location of underground installations, the Contractor shall determine the exact location of the installations by safe and acceptable means. While the excavation is open, underground installations shall be protected, supported, or removed as necessary to safeguard workers.

9. The Contractor shall ensure that structural ramps that are used by workers as a means of access or egress from an excavation shall be designed by a competent person, in accordance with all requirements of the regulations.

10. Workers exposed to public vehicular traffic shall be provided with and shall wear warning vests or other suitable garments marked with, or made of, reflectorized or highly visible material. No worker shall be permitted underneath loads handled by lifting or digging equipment. Workers shall be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped in accordance with the regulations to provide adequate protection for the operator during loading and unloading operations.

11. The Contractor shall take adequate precautions, in accordance with the regulations, to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric conditions. These precautions include providing proper respiratory protection or ventilation and, when controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, the Contractor shall provide testing as often as necessary to ensure that the atmosphere remains safe. The Contractor shall provide emergency rescue equipment, such as breathing apparatus, safety harness, etc., where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use.

12. The Contractor shall not allow work in excavations in which there is accumulated water or in excavations where water is accumulating, unless adequate precautions have been taken to protect workers against the hazards posed by water accumulations. The precautions necessary to protect workers adequately vary with each situation, but include special support or shield systems to protect from cave-ins, water removal to
control the level of accumulating water, or use of a safety harness and life line. If the Contractor is controlling water or preventing it from accumulating by the use of water removal equipment, the water removal equipment and operation shall be monitored by a competent person to ensure proper operation. If excavation work interrupts the natural drainage of surface water, such as streams, then diversion ditches, dikes or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation.

13. In situations where the Contractor feels their trench operations pose a risk to the stability of adjoining buildings, walls, or other structures, the Contractor shall notify the Project Engineer and shall provide adequate support systems per the requirements of the regulations. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to workers shall not be permitted except when the Contractor has retained a Registered Professional Engineer and said Registered Professional Engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity, or said Registered Professional Engineer has approved the determination that such excavation will not pose a hazard to workers.

14. Sidewalks, pavements, and appurtenant structures shall not be undermined unless a support system or other method of protection is provided to protect workers from the possible collapse of such structures. The Contractor shall provide adequate protection to all persons from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. The Contractor shall also provide protection by placing and keeping excavated materials or equipment at least two feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations or by a combination of both, if necessary.

15. The Contractor shall ensure that daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person appointed by the Contractor for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. An inspection shall be conducted by the competent person prior to the start of Work and as needed throughout the shift. Inspection shall also be made after every rain storm or other hazard increasing occurrence. These inspections are only required when worker exposure can be reasonably anticipated. Where the competent person finds evidence of a situation that could result in a possible cave-in, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions, the Contractor shall remove workers from the hazardous area until the necessary precautions have been taken to ensure their safety.

16. It shall be the Contractor's responsibility to provide all physical barrier protection at all excavations. All wells, pits, shafts, etc., shall be barricaded or covered. Further, no
CITY OF BOARDMAN, OREGON
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trenches shall be left open at any time unless guarded with adequate barricades, warning lamps, and signs. Proper traffic and pedestrian control shall be provided by the Contractor.

17. The Contractor shall ensure that each worker in an excavation shall be protected from cave-ins by an adequate protective system designed in accordance with the regulations.

18. It shall be the Contractor's responsibility to design the sloping and benching systems for trench excavation in accordance with the requirements of the regulations stated herein. Where the Contractor takes the option to not utilize one of the standard tables or trench excavation designs contained in OAR Chapter 437, then it is the Contractor's responsibility to retain a Registered Professional Engineer to design said sloping and benching system. When the Contractor chooses this option, the design shall be in written form and shall include at least the following information:

   a. The magnitude of the slopes that were determined to be safe for the particular Project.
   b. The configurations that would determine to be safe for the particular Project.
   c. The stamp and signature of the Registered Professional Engineer approving the design.

19. At least one copy of the design shall be maintained at the Job Site while the slope is being constructed. After that time the design need not be at the Job Site, but a copy shall be made available to the City upon request.

20. Where the design of a support system, shield system, or other protective system is required, it shall be the Contractor's responsibility to meet all requirements of the regulations. It shall be the Contractor's responsibility to have on site at least one copy of the manufacturer's tabulated data which identifies the Registered Professional Engineer who approved the data or, when a support system or shield system or other protective system is not a standard manufactured item but is designed by a Registered Professional Engineer, at least one copy of the design shall be maintained at the Job Site during construction of the protective system. After that time, the design may be stored off the Job Site, but a copy of the design shall be made available upon request.

G. SHOP DRAWINGS

1. The Contractor shall submit Shop Drawings or manufacturer's data sheets in accordance with the Schedule of Shop Drawings and Sample submittals. It should be noted that the City or City Engineer may require Shop Drawings for other items as may be deemed necessary. The Contractor should review the requirements for Shop Drawings in Section

3/17/21
G:\Clients\Boardman\439-56 City Standards\(Standards\)\General Requirements.docx

GR-9
General Requirements
Anderson Perry & Associates, Inc.
CITY OF BOARDMAN, OREGON
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7.16 of the General Conditions. A minimum of three paper copies of each item shall be submitted, unless approved otherwise by the City of City Engineer.

2. All submittals or resubmittals shall be accompanied by and furnished in accordance with the "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance" form provided at the end of these General Requirements. All submittals shall be submitted at a time sufficiently early to allow review of same by the City or City Engineer and to accommodate the rate of construction progress required by the Project.

3. The City or City Engineer will return two prints of each Shop Drawing to the Contractor, with comments noted thereon, within 15 calendar days following receipt by the City or City Engineer. The Contractor shall make any corrections required by the City or City Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the City or City Engineer on previous submittals. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the City or City Engineer by the second submission of the Drawing.

a. If Shop Drawings are returned to the Contractor marked "NO EXCEPTIONS NOTED," formal revision and resubmittal of said Shop Drawings will not be required.

b. If Shop Drawings are returned to the Contractor marked "NO EXCEPTIONS, PROVIDED THE FOLLOWING CONDITIONS ARE MET," formal revision and resubmittal of said Shop Drawings will not be required.

c. If Shop Drawings are returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmittal of said Shop Drawings will not be required.

d. If Shop Drawings are returned to the Contractor marked "REVISE AND RESUBMIT," the Contractor shall revise said Shop Drawings and shall resubmit three copies of said revised Shop Drawings to the City or City Engineer.

e. If Shop Drawings are returned to the Contractor marked "REJECTED," the Contractor shall revise said Shop Drawings and resubmit three copies of said revised Shop Drawings to the City or City Engineer.

f. If Shop Drawings are returned to the Contractor marked "SUBMIT SPECIFIED ITEM," the Contractor shall submit material requested but shall not be required to resubmit all previous material.
For each resubmittal necessary, an additional 15 calendar days shall be allowed for review. The Contractor shall include copies of all approved submittal information in the Contractor’s Record Drawings and O&M Manual. A copy of each Shop Drawing and Sample shall also be kept in good order by the Contractor at the job Site and shall be available to the City or City Engineer.

H. QUALITY CONTROL

1. The Contractor shall be responsible for providing their own construction monitoring and quality control program. The Contractor shall provide and maintain a quality control program that will ensure the quality of the Work and materials incorporated into the Project. The Contractor shall also perform all tests required by Laws and Regulations, ordinances, and orders of public authorities. The Contractor shall provide appropriate quality control personnel and testing facilities and certified testing personnel to perform the Work. A written quality control program shall be provided to the City or City Engineer for their review prior to any Work being performed. The plan shall describe testing facilities, qualifications of quality control and testing personnel, testing frequency, and reporting schedule. Copies of all test results shall be provided to the City or City Engineer for their review as soon as the test has been performed. This includes copies of daily worksheets. Materials, equipment, or Work which fails to meet the Specification requirements shall not be used in the Work.

2. The City and their representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to review all Work, materials, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any review or testing thereof. The Contractor shall notify testing personnel, including testing personnel provided by the City or City Engineer, at least 24 hours in advance of operations to allow for personnel assignments and test scheduling. All materials to be tested shall be provided by the Contractor at their expense. After tests are completed, the Contractor shall be responsible for repairing test areas to match original conditions. The Contractor shall pay for all additional reviews and retesting required because of defective Work or ill-timed notices.

3. The Contractor shall submit Samples of the material to be utilized on the Project to the City or City Engineer for their review. The City or their representative may take additional Samples and provide check tests on material being incorporated into the Work to verify compliance with the Specification requirements. Materials or workmanship found to be outside of the Specification limits shall be replaced with suitable material at no expense to the City.

4. Tests or reviews by the City or others shall not relieve the Contractor from their obligations to perform the Work in accordance with the requirements of the
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Specifications and does not make the City, or others, an insurer of the Contractor’s Work.

5. When tests are required, the technician or technicians performing any testing shall possess valid Western Alliance for Quality Transportation Construction (WAQTC) recognized certifications, Oregon Department of Transportation (ODOT) recognized certifications, or American Concrete Institute (ACI) recognized certifications in the following disciplines:

- Aggregate Testing Technician (AgTT)
- Asphalt Testing Technician (AsTT)
- Concrete Testing Technician (CTT)
- Embankment and Base Testing Technician (EBTT)
- Density Testing Technician (DTT)
- ACI Concrete Strength Testing Technician (CSTT)
- ACI Concrete Field Testing Technician (CTT)
- Certified Aggregate Technician (CAGT) (WAQTC = AgTT)
- Certified Embankment and Base Technician (CEBT) (WAQTC = EBTT)
- Certified Density Technician (CDT) (WAQTC = DTT)
- Certified Asphalt Technician I (CAT-I) (WAQTC = AsTT)
- Certified Asphalt Technician II (CAT-II)
- Certified Mix Design Technician (CMDT)
- Quality Control Technician (QCT)
- Concrete Control Technician (CCT)
- Concrete Strength Technician (CST)
- Concrete Laboratory Testing Technician (CLTT)

6. Following are the minimum required tests and testing frequency that shall be included in the Contractor’s quality control program for the materials listed. See the Technical Specifications for other testing and quality control requirements. If the Contractor fails to provide all or any part of the required quality control testing and corresponding reports for the Project after the City or City Engineer has requested the Contractor to do so in writing, the City may elect to have the quality control work performed by others and withhold the actual cost of quality work plus $100 for each test performed from payments owed the Contractor on the Project.

a. Trench Backfill Materials

A minimum of one ASTM D1557 laboratory density test will be performed for each testable material used as trench backfill, providing the maximum theoretical density and optimum moisture content of the material. A minimum of one nuclear gauge density test (ASTM D6938) will be performed every
300 feet along the trench line on each lift of material to show required density is being achieved. Once an acceptable compaction method is established and verified with field density tests, the testing interval can be reduced to 600 feet along the trench line. If backfill material or compaction equipment changes, compaction testing shall immediately be performed to verify that density is being achieved and shall continue at 300-foot intervals until a new compaction method is verified.

b. Earthwork

A minimum of one AASHTO T 180 laboratory density test will be performed for each testable material used as embankment material, providing the maximum theoretical density and optimum moisture content of the material can be determined. A minimum of one nuclear gauge density test (ASTM D6938) will be performed every 800 square yards on each lift of material to show required density is being achieved. Once an acceptable compaction method is established and verified with field density tests, the testing interval can be reduced to one test each 1,600 square yards on each lift. If backfill material or compaction equipment changes, compaction testing shall immediately be performed to verify that density is being achieved and shall continue at 800 square yard intervals until a new compaction method is verified.

c. Base Rock

1) Testing required to qualify material source prior to production as outlined in Technical Specifications - "Road Work" (current ODOT certification of the material source can be substituted for this testing).

2) Quality control testing required during production consists of the following:

<table>
<thead>
<tr>
<th>Gradation</th>
<th>AASHTO T 27</th>
<th>Start of production and one test every 1,000 tons (three tests minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fracture Face</td>
<td>AASHTO T 335</td>
<td>Start of production and one test every 3,000 tons (three tests minimum)</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>AASHTO T 176</td>
<td>Start of production and one test every 3,000 tons (three tests minimum)</td>
</tr>
</tbody>
</table>

3) Compliance of base rock produced and stockpiled before beginning the Project will be determined by the following:
CITY OF BOARDMAN, OREGON
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a) Provide all production records for testing that was performed during production.

b) If production records are not available, provide post testing of the stockpile per AASHTO T 2 as follows:

<table>
<thead>
<tr>
<th>Gradation</th>
<th>AASHTO T 27</th>
<th>One test every 1,000 tons in stockpile (three tests minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fracture Face</td>
<td>AASHTO T 335</td>
<td>One test every 3,000 tons in stockpile (three tests minimum)</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>AASHTO T 176</td>
<td>One test every 3,000 tons in stockpile (three tests minimum)</td>
</tr>
</tbody>
</table>

4) Compliance of base rock delivered to the Project Site will be determined by the following:

<table>
<thead>
<tr>
<th>Gradation</th>
<th>AASHTO T 27</th>
<th>One test every 1,000 tons (three tests minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fracture Face</td>
<td>AASHTO T 335</td>
<td>One test every 3,000 tons (three tests minimum)</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>AASHTO T 176</td>
<td>One test every 3,000 tons (three tests minimum)</td>
</tr>
</tbody>
</table>

5) A minimum of one AASHTO T 180 laboratory density test will be performed on base rock material, providing the maximum theoretical density and optimum moisture content of the material can be determined. A minimum of one nuclear gauge density test (ASTM D6938 or AASHTO T 310) will be performed every 800 square yards on each lift of base rock to show required density is being achieved. Once an acceptable compaction method is established and verified with field density tests, the testing interval can be reduced to one test each 1,600 square yards on each lift. If base rock material or compaction equipment changes, compaction testing shall immediately be performed to verify that density is being achieved and shall continue at 800 square yard intervals until a new compaction method is verified.

d. Aggregate Base Rock

1) Testing required to qualify material source prior to production as outlined in Technical Specifications - "Road Work" (current ODOT certification of the material source can be substituted for this testing).
2) Compliance of aggregate base rock delivered to the Project Site will be determined by visual inspection by the City or City Engineer.

e. Asphalt Concrete Pavement (ACP)

1) Testing required to qualify ACP aggregate material source prior to production consists of the following (current ODOT certification of the material source can be substituted for this testing):

- Soundness  AASHTO T 104
- Abrasion     AASHTO T 96
- Degradation  ODOT TM T-208
- Lightweight Pieces  AASHTO T 113
- Plastic Index  AASHTO T 103
- Friable Particles AASHTO T 112

2) Quality control testing required on ACP aggregate during production consists of the following:

- Gradation      AASHTO T 27 Start of production and one test every 1,000 tons (three tests minimum)
- Sand Equivalent AASHTO T 176 Start of production and one test every 3,000 tons (three tests minimum)
- Fracture Face   AASHTO T 335 Start of production and one test every 3,000 tons (three tests minimum)
- Wood Particles  ODOT TM T-225 Start of production and one test every 3,000 tons (three tests minimum)
- Elongated Pieces ODOT TM T-229 Start of production and one test every 3,000 tons (three tests minimum)
- Dust or Clay Coating  ODOT TM T-226 Start of production and one test every 3,000 tons (three tests minimum)

3) Compliance of ACP aggregates produced and stockpiled before beginning the Project will be determined by the following:
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a) Provide all production records for testing that was performed during production.

b) If production records are not available, provide post testing of the stockpile per AASHTO T 2 as follows:

<table>
<thead>
<tr>
<th>Gradation</th>
<th>AASHTO T 27</th>
<th>One test every 1,000 tons in stockpile (three tests minimum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sand Equivalent</td>
<td>AASHTO T 176</td>
<td>One test every 3,000 tons in stockpile (three tests minimum)</td>
</tr>
<tr>
<td>Fracture Face</td>
<td>AASHTO T 335</td>
<td>One test every 3,000 tons in stockpile (three tests minimum)</td>
</tr>
<tr>
<td>Wood Particles</td>
<td>ODOT TM T-225</td>
<td>One test every 3,000 tons in stockpile (three tests minimum)</td>
</tr>
<tr>
<td>Elongated Pieces</td>
<td>ODOT TM T-229</td>
<td>One test every 3,000 tons in stockpile (three tests minimum)</td>
</tr>
<tr>
<td>Dust or Clay Coating</td>
<td>ODOT TM T-226</td>
<td>One test every 3,000 tons in stockpile (three tests minimum)</td>
</tr>
</tbody>
</table>

4) Quality control testing of the ACP mixture required during placement is as follows:

<table>
<thead>
<tr>
<th>Asphalt Content</th>
<th>AASHTO T 308</th>
<th>One test every 1,000 tons, one test per day minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gradation</td>
<td>AASHTO T 30</td>
<td>One test every 1,000 tons, one test per day minimum</td>
</tr>
<tr>
<td>Maximum Specific Gravity</td>
<td>AASHTO T 209</td>
<td>One test every 1,000 tons, one test per day minimum</td>
</tr>
<tr>
<td>Compaction</td>
<td>WAQTC TM 8</td>
<td>5 tests every 1,000 tons</td>
</tr>
<tr>
<td>Percent Hydrated Lime</td>
<td>ODOT TM T-321</td>
<td>One test every 1,000 tons</td>
</tr>
</tbody>
</table>

Asphalt content, gradation, and maximum specific gravity testing will be performed at the start of production to verify the ACP mix design.

f. Portland Cement Concrete (PCC)

Aggregate testing is required to be completed with the mix design. Should additional testing of aggregate for PCC be deemed necessary by the City or City Engineer, testing shall be performed by the Contractor as specified by ASTM C33. Samples shall be selected at random from the stockpile and tested for
conformance with the Specifications. The decision to perform aggregate testing and testing frequencies shall be left to the City or City Engineer.

Quality control testing of PCC during and following placement is as follows:

<table>
<thead>
<tr>
<th>Test Type</th>
<th>Test Method</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Content</td>
<td>AASHTO T 152</td>
<td>One test per each set of cylinders</td>
</tr>
<tr>
<td>Slump</td>
<td>AASHTO T 119</td>
<td>One test per each set of cylinders</td>
</tr>
<tr>
<td>Concrete Temperature</td>
<td>AASHTO T 309</td>
<td>One test per each set of cylinders</td>
</tr>
<tr>
<td></td>
<td>ASTM C1064</td>
<td></td>
</tr>
<tr>
<td>Strength</td>
<td>AASHTO T 22, AASHTO T 23,</td>
<td>One set of three cylinders per 50 cubic yards (minimum one set per day)</td>
</tr>
</tbody>
</table>

I. REVIEW OF WORK

It is not the intent of the City or City Engineer to provide continuous or full-time observation of all Work. When required by the City or City Engineer, the Contractor shall provide the City or City Engineer a daily report of their Work progress and proposed Work schedule for the next two days. This daily communication shall be a requirement of the Work.

J. COOPERATION WITH OTHERS

The Contractor shall cooperate with the residents and business owners in the area to provide good access to private property whenever possible. Sidewalks shall be kept clear at all times of any construction materials. Barricades, traffic cones, blinkers, and signing shall be used to direct the public through the Work area safely.

K. CONSTRUCTION STAKING

1. The Contractor shall carefully preserve benchmarks, reference points, and stakes set by others. In the case of willful or careless destruction by the Contractor, the Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistakes or liability that may be caused by the loss or disturbance.

2. All construction staking required for the Work shall be performed by the Contractor as reviewed by the City or City Engineer. Adequate staking shall be provided to install the improvements to the lines and grade called for in the Drawings.
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L. EXISTING SURVEY MONUMENTATION

1. The Contractor shall be responsible for the protection and perpetuation of existing land survey, property, or construction monuments shown on the Drawings, which are marked or are clearly visible on the ground.

2. The Contractor shall give the City or City Engineer a minimum of 72 hours' notice prior to working in the vicinity of any such monument that the Contractor may disturb. The Contractor shall arrange for such monuments to be referenced and have any disturbed monuments restored following construction by a Professional Land Surveyor registered in the State of Oregon.

M. EXISTING UTILITIES

1. The following utilities may be affected by the Contractor's Work:

   a. Power
      Umatilla Electric Co-op
      P.O. Box 1148 / 750 W. Elm Street
      Hermiston, Oregon 97838
      Contact Person: Monte Ellis
      Telephone No.: 541-564-4379

   b. Telephone
      Lumen
      8021 S.W. Capitol Hill Road
      Portland, Oregon 97219
      Contact Person: David Dodd
      Telephone No.: 503-242-8849

   c. Gas
      Cascade Natural Gas
      P.O. Box 219
      Pendleton, Oregon 97801
      Contact Person: Ron Coffell
      Telephone No.: 541-278-0231
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d. Fiber Optic
Windwave Communications
73500 Rupe Kennedy Road
Boardman, Oregon 97818
Contact Person: Cindy Thompson
Telephone No.: 541-676-9663

e. Water
City of Boardman
P.O. Box 229
Boardman, Oregon 97818
Contact Person: Barry Beyeler
Telephone No.: 541-481-9252

f. Sewer
City of Boardman
P.O. Box 229
Boardman, Oregon 97818
Contact Person: Barry Beyeler
Telephone No.: 541-481-9252

g. Internet
Eastern Oregon Telecom
2180 S.W. Kelli Boulevard
Hermiston, Oregon 97838
Contact Person: Paul Keeler
Telephone No.: 541-289-7000

2. Known utilities and structures expected to be adjacent to or encountered in the Work shall be shown on the Drawings. Information on existing utilities may be provided by others and existing records may not be complete or accurate. It is expected there may be discrepancies and omissions in the location, size, and quantities of utilities and structures shown. Those shown are for convenience of the Contractor only, and no responsibility is assumed by either the City or City Engineer for their accuracy. The Contractor shall work closely with the owner of any utilities or structures affected by the Work to avoid any damage.

3. The Contractor shall be responsible for the actual locating and protecting of existing utilities. The Contractor, prior to commencement of Work, shall contact existing Utility Companies such as water, sewer, power, telephone, gas, etc., to have the Utility Companies locate all utilities which will be affected by the Work to be performed. The Contractor shall give notification at least two business days but not more than 10 business days before commencing excavation in accordance with ORS 757-557.
"call before you dig" number is 811 or 1-800-332-2344. The Contractor shall perform all necessary coordination work with the Utility Companies in performing the Work and shall be fully responsible for any damage to existing utilities caused by the Contractor's operations. The Contractor shall make any advance exploration necessary to protect all existing utilities and to properly plan the installation of pipelines or other work to the design line and grade.

4. If a conflict develops between the design line and grade of a pipeline or Project improvement and an existing utility, the Contractor may adjust the pipeline grade upon approval by the Project Engineer or have the existing utility relocated. The existing utility may be relocated by the owner of the utility or its designated representative or by the Contractor upon the approval of the utility owner and the City.

5. The owner of the utilities shall normally be responsible for taking the utility out of service if necessary for the performance of the Work; i.e., shutting valves, etc. In the case of water valves, the City will operate the valves or request the Contractor to do so. When the Contractor is requested to do so, the Contractor shall operate water valves as a normal part of the Work at no additional cost to the City. All water valves shall be operated as instructed by the City. It can be expected that some valves may not fully operate properly which may require that additional valves be operated. This situation shall be considered a normal requirement of the Work.

6. The Contractor shall receive prior approval from the appropriate authority or utility owner before any public or private utility service is interrupted.
   
   a. The Contractor shall give a minimum of four hours' notice to all utility customers who will be affected by the Contractor's operations. No utility service shall be disconnected or interrupted for more than nine hours or as required by the utility owner, whichever is less, in any 24-hour period. When disruption of service will be longer than nine hours in any one day, the Contractor shall provide safe and appropriate temporary service. All temporary service shall be coordinated with the utility owner.
   
   b. When regular utility service interruption is required during the course of the Work, the Contractor shall submit a written plan to the City and utility owner which details proposed Work plan notification procedures, and estimated extent of service interruption. The Contractor must obtain written approval of their plan from the utility owner prior to interrupting the utility service. As a minimum, notification shall include door hangers and public notification in the newspaper and radio, as appropriate. Personal contact shall be made where practical.
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C. The Contractor shall make every effort possible to provide continuous utility service to all utility customers. When special conditions exist where an interruption of utility service would create an extra hardship on the utility customer or create a hazardous condition, the Contractor shall provide continuous service. Particular care and planning must be arranged to provide continuous service of existing services or temporary services as approved by the utility owner and the City.

d. If the Contractor inadvertently damages or interrupts an existing utility, the Contractor shall immediately notify the affected utility company, City, City Engineer, and utility users and make arrangements to provide temporary service to the parties affected.

e. The Contractor shall, as requested by the City or utility owner, either immediately arrange for the utility company to make the needed repairs or immediately make the repair to the damaged utility.

f. The Contractor shall pay the full cost of repair and damages when the utility was previously located and was within four feet on either side of the marked location as required by the Call Before You Dig notification system, or where negligence of the Contractor occurred.

7. The Contractor shall support and otherwise protect all pipes, conduits, cables, poles, and other existing services where they cross the trench or are otherwise undermined or affected by their Work. The Contractor shall restore the support of an undermined existing utility using select backfill compacted to 95 percent maximum density as determined by ASTM D698.

N. PROGRESS OF THE WORK - CLEANUP

1. The Contractor shall arrange their work schedule such that all phases of Work, once started, shall be diligently pursued until completed. The intent is that the work area shall not be disturbed for undue periods of time. Work shall not be left uncompleted. If the City determines that Work is not being diligently completed, the City shall request the Contractor to complete said Work.

2. Cleaning up shall be a continuing process from the start of the Work to final acceptance of the Project. The Contractor shall, at all times, at their own expense and without further order, keep property on which Work is in progress free from accumulations of waste material or rubbish caused by employees or by the Work, and at all times during the construction period shall maintain structure sites, rights-of-way, easements, adjacent property, and the surfaces of streets and roads on which Work is being done in a safe condition for the Contractor's workers and the public.
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a. Accumulations of waste materials that might constitute a fire hazard will not be permitted.

b. Spillage from the Contractor’s hauling vehicles on traveled public or private roads shall be promptly cleaned up. The Contractor shall take appropriate action to control dust caused by their operations. This shall include, but not be limited to, watering of exposed areas, cleaning of roadways, etc. This is considered a normal part of the construction Project.

c. Upon completion of the Work, the Contractor shall, at their own expense, remove all temporary structures, rubbish, waste material, equipment, and supplies resulting from their operations. They shall leave such lands in a neat and orderly condition that is at least as good as the condition in which they found them prior to their operations.

d. Should the Contractor fail to provide said cleanup upon 24-hour written notice, the City shall have the right to perform or contract such Work at the expense of the Contractor.

3. The Contractor shall replace or restore, equivalent to their original condition, all surfaces or existing facilities disturbed by their Work, whether within or outside of the Work areas. Restoration work will include, but is not limited to, roadways, utilities, structures, landscaping, etc.

O. EXISTING EQUIPMENT REMOVAL AND SALVAGE

Existing equipment or materials owned by the City and removed by the Contractor during the course of the Work, which the City requests to be salvaged, shall remain the property of the City. The equipment and materials shall be removed with care to prevent unnecessary damage and shall be neatly stored at a location directed by the City. Equipment or materials not to be salvaged as requested by the City shall be salvaged or recycled by the Contractor in accordance with ORS 279C.510(1) if feasible and cost effective.

P. STARTUP AND TRAINING

It shall be the Contractor’s responsibility to install all system components in accordance with the manufacturer’s recommendations. All equipment shall be lubricated and adjusted as components prior to testing the system as a whole. The Contractor shall arrange with the City and City Engineer to witness a test of the system and equipment after installation is completed. The Contractor shall provide the services of manufacturers’ representatives to assist with the startup of major components and to provide training to City personnel. These tests shall demonstrate the complete facility operates in accordance with the Drawings and Specifications and the required functions. It is anticipated that minor adjustments may occur after the system has been started up. The Contractor shall make adjustments and correct deficiencies as
required so the system can be kept in operation once it is placed into service. These adjustments, etc., shall be completed before final acceptance. The Contractor shall pay all costs associated with manufacturer's representatives and startup work.

As part of this Work, the Contractor shall provide startup training to the City and City Engineer in sufficient detail so the City and City Engineer are fully familiar with the proper operation and maintenance of Project components and systems. The startup training shall occur after the construction Work is complete and properly functioning.

Q.  CORRECTION OF WORK

The Contractor shall promptly remove from the premises or correct all work rejected by the City or City Engineer for failure to comply with the Drawings and Specifications, whether incorporated into the construction or not, and the Contractor shall promptly replace, correct and re-execute the work in accordance with the Drawings and Specifications.

R.  INDEMNIFICATION

1. To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless and defend at the Contractor's expense, including attorney's fees, the City and the City Engineer and their officers, agents, and employees from and against all claims, liabilities, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work. Provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and is caused in whole or in part by any alleged negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party. Indemnification shall also include, but not be limited to:

a. Liability or claims resulting directly or indirectly from the alleged negligence or carelessness of the Contractor or his/her agents in the performance of the work, or in guarding or maintaining the same, or from any improper materials implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or his/her agents;
b. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or his/her agents;

c. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, his/her agents, or the City in the performance of this contract of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this contract;

d. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor or his/her agents;

e. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or his/her agents; and

f. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

g. Liabilities or claims arising directly or indirectly from the Contractor's failure, or his/her agents, to follow and enforce required safety plans, trench excavation plans, etc.

2. In any and all claims against the City or City Engineer or any of their consultants, agents, or employees by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under Workers' or Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

S. GUARANTY

The Contractor shall guaranty all materials and equipment furnished and work performed for a period of one (1) year, unless provided otherwise in the Technical Specifications, from the date of Final Completion. The Contractor warrants and guaranties for a period of one (1) year from the date of Final Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event the Contractor should fail to make such
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repairs, adjustments, or other work that may be made necessary by such defects, the City may
do so and charge the Contractor the cost thereby incurred.

If any corrections of the work are performed during the one-year guaranty period which
requires monitoring by the City Engineer, the services of the City Engineer shall be paid for by
the Contractor.

T. RECORD DRAWINGS

1. The Contractor shall maintain on the Job Site an up-to-date, complete, and accurate set
of Record Drawings. These Drawings shall include all Work performed by the Contractor
and shall note any changes or deviations made from the details shown on the
Construction Drawings. Such deviations would include, but not be limited to,
dimensional changes, location, grade changes, elevation changes, material type,
configuration, etc. All changes shall be neatly and accurately shown on the Record
Drawings. The Record Drawings shall also include all required job photos.

2. The Contractor shall provide ties to all buried service line taps from an above-ground
reference point such as a valve, manhole, etc. At least two swing tie references shall be
provided for all service line stubouts which will not be connected to an active service.
Swing tie measurements shall be from some permanent reference point, i.e., house
corner, fire hydrant, power pole, etc. All ties shall be provided in such a way that the
buried service line can be accurately located after construction Work is complete. All
buried improvements shall be described in detail including location, type, size, depth,
brand name, model numbers, etc. Buried improvements shall include valves, fittings,
repair clamps, connections to existing lines, etc. All offsets shall be appropriately noted
on the Drawings.

3. A clear color digital photo shall be taken of each improvement that will be permanently
buried on the Project, such as connections to existing lines, fittings, repairs, valve
configurations, etc. These photos shall become a part of the Project Record Drawings.
The intent is that the Contractor shall provide good photo documentation of
underground improvements that can be used in future years for maintenance or service
of the buried improvement. The Contractor shall provide two typical photos of
repetitive type underground work such as manhole connections, cleanouts,
water/sewer service connections, water meter installations, etc. Individual photos shall
be taken for non-typical installations. A scale, survey rod, or similar reference device
shall be included in the photo to provide a size reference when appropriate. Only digital
photos will be allowed. Digital photos are to be used so the quality of the photo can be
verified prior to the covering of the underground improvement. If an acceptable photo
is not obtained with the first photograph, the Contractor shall take additional photos
until an acceptable quality photo(s) has been obtained. A system shall be set up linking
the photo with a log describing the date the photo was taken, the location of the photo,
applicable Drawing sheet references, plus any appropriate information relative to what is being shown. The photo shall clearly document the underground improvement being shown, such as size of pipe fittings, etc. All details shall be clearly observable. The Contractor shall print and clearly index in a three-ring loose-leaf notebook all of the required job photos with all labels and information required for each photo next to the appropriate photo. Two color copies of the notebook shall be provided to the City in addition to the original color photo notebook.

4. The Contractor shall also note the locations, types, size, depth, etc., of any existing utilities encountered during the performance of the Work. The Record Drawings shall be available for inspection during the Project by the City and City Engineer. The Contractor shall keep the Record Drawings current each day to avoid loss of critical or important information.

5. Prior to the Contractor submitting the Contractor's Notice of Substantial Completion, the Contractor shall give the Record Drawings and photographs to the City.

6. IT IS INTENDED THAT THE RECORD DRAWINGS BE COMPLETE AND DETAILED. EXAMPLES OF ACCEPTABLE RECORD DRAWINGS ARE AVAILABLE FOR INSPECTION AT THE CITY ENGINEER'S OFFICE. CONSIDERABLE EFFORT SHALL BE EXPENDED IN PREPARING THE RECORD DRAWINGS.

U. OPERATION AND MAINTENANCE MANUAL

1. For projects that involve the construction of electronic systems or mechanical systems, or when requested by the City, four copies of an O&M Manual shall be submitted to the City prior to the Contractor submitting the Contractor's Notice of Substantial Completion. The material shall be bound in a three-ring loose-leaf notebook with the Project name, Owner's name, Project Engineer's name, and Contractor's name printed on the cover. The material shall also be clearly indexed and grouped by the various systems in the Project. This data shall be supplied for all materials, equipment, and devices and components which will require maintenance, replacement of parts, and knowledge of operation. The information furnished shall pertain specifically to the materials and equipment furnished. Manufacturers' O&M manuals that deal with more than one product line shall have the non-relevant information crossed or blocked out. Also, in addition to the four bound copies due prior to final completion of the Project, the Contractor shall furnish one copy of O&M material to the City for all major equipment when it arrives on the Job Site. The Contractor shall furnish a complete listing of all equipment supplied and each respective Supplier's name, address, and telephone number. The O&M data furnished shall include detailed manufacturer's O&M information on each component, function description of operation, a complete parts list, and a separate parts list for parts not readily available.
2. For all electrical systems, in addition to other requirements listed herein, Record Drawing one-line diagrams and wiring diagrams properly labeled shall be submitted. The Contractor shall also furnish the City with copies of the appropriate plan sheets marked up with "Record Drawing" locations of conduits underground, under or in concrete slabs, locations of installed equipment, and the name, address, and phone number of the electrician who installed the system.

3. For mechanical systems, in addition to other requirements listed herein, where appropriate, lubrication schedules shall be furnished or clearly identified in the manufacturer's O&M Manual.

V. WORK ACCEPTANCE

1. Upon receipt of the “Contractor's Notice of Substantial Completion” (contained at the end of the General Requirements), the City and/or City Engineer shall determine whether or not the work is sufficiently complete to warrant a final project review. If the work is not complete, the Contractor shall complete the work prior to requesting final project review. If the work is complete and no items are left undone to the knowledge of the City and the Contractor, the City and/or City Engineer shall, within ten (10) days of receipt of said notice, make a final project review with the Contractor and will notify the Contractor, in writing, of any particulars in which this review reveals that the work is defective. The Contractor shall make such corrections as are necessary to remedy such defects. The completion of items identified in the final project review shall not relieve the Contractor from completing or correcting work that is subsequently found to be incomplete or defective.

2. After the Contractor has completed any such corrections to the satisfaction of the City and delivered all operation and maintenance manuals, guarantees, certificates of review and other documents, all as required by the plans and specifications, shall submit to the City the “Contractor’s Completion Certification.” Upon receipt, completion, and approval of the above listed items, the City will issue a “Notice of Acceptability of Work” stating that to the City's knowledge, information, and belief, the work has been completed by the Contractor.

3. Final completion shall be that date designated in the Notice of Acceptability of Work stating that the work is complete and the work has been accepted by the City under the conditions of the plans and specifications.

END OF SECTION
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<th>ITEM No.</th>
<th>DESCRIPTION OF ITEM SUBMITTED (Type, size, model number, etc.)</th>
<th>MFR. OR CONTR. CAT. CURVE DRAWING OR BROCHURE NO.</th>
<th>No. OF COPIES</th>
<th>CONTRACT REFERENCE DOCUMENT</th>
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**REMARKS**

I certify that the above-submitted items have been reviewed in detail as required by the Contract Documents (see General Conditions 7.16) and have been approved by the Contractor.

NOTE: Contractor shall note any variations from requirements of the Contract Documents.

NAME AND SIGNATURE OF CONTRACTOR
CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION

(Contractor) hereby notifies the City of Boardman, Oregon, that construction Work on the Project (Name of Project) has been substantially completed in accordance with all requirements of the Drawings and Specifications. The Contractor also verifies that all system components have been properly installed, serviced, and lubricated where appropriate, and checked and tested for proper operation, all as recommended by the product manufacturer and as required by the Specifications. The Contractor further states that proper training has been given to the City's designated representative as to proper operation and service of the Project system and components.

The Contractor requests the City issue a Certificate of Substantial Completion. The attached draft punch list prepared by the Contractor lists items that need to be completed or corrected.

By: __________________________________________

(Authorized Signature)

____________________________

(Name)

____________________________

(Title)

____________________________

(Date)

(All items below the dotted line shall be completed by the City.)

Review by City:

☐ An inspection is scheduled for __________________ to determine the status of completion.

(Date and Time)

☐ Construction Work was found not to be substantially complete. The Contractor shall complete the necessary Work and resubmit a new "Contractor's Notice of Substantial Completion."

By: __________________________________________

(Authorized Signature)

____________________________

(Name)

____________________________

(Title)

____________________________

(Date)
CONTRACTOR'S COMPLETION CERTIFICATE

(Contractor) hereby certifies that the Project known as (Name of Project) has been completed in accordance with all requirements of the Project Drawings and Specifications and City Standards. The Contractor further states that information contained in the Record Drawings and Operation and Maintenance Manual is complete, accurate, and properly describes equipment, materials, and system installed as part of the Work. The Contractor further states that all information required by the Drawings and Specifications and City Standards has been submitted to the City. The Contractor also certifies that all title and lien issues have been resolved and that full title to all Work, materials, and equipment has passed to the Owner free and clear of any liens or other title defects, or will so pass upon final payment, including materialmen and mechanics liens.

Contractor (Authorized Signature)

(Name)

(Title)

(Date)

(All items below the dotted line shall be completed by the City.)

Review by City:

☐ The Work appears to be complete and a final inspection is scheduled for ___________________.

(Date and Time)

☐ The Work was found not to be complete. The Contractor shall complete the necessary Work and resubmit a new "Contractor's Completion Certificate."

By:

(Authorized Signature)

{Name)

(Title)

(Date)

Instructions: This form shall be completed by the Contractor when all Work is complete and prior to receiving final payment on the Project.
NOTICE OF ACCEPTABILITY OF WORK

City: City of Boardman, Oregon
Contractor:
Project Engineer (if applicable):
Project:

Date Project is Ready for Acceptance

The City hereby gives notice to the above Contractor that the Work furnished and performed by Contractor for the above referenced Project is acceptable, and subject to the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice is not a guarantee or warranty of Contractor’s performance, an acceptance of Work that is not in accordance with the related Specifications and City Standard Drawings including, but not limited to, defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Specifications and City Standard Drawings, or to otherwise comply with the Specifications and City Standard Drawings or the terms of any special guarantees specified therein.

3. This Notice does not relieve Contractor of any surviving obligations and is subject to City’s reservations of rights with respect to completion.

City of Boardman, Oregon

________________________________________
(Authorized Signature)

By: ______________________________________
(Name)

Title: _____________________________________

Date: ____________________________

The Contractor, ___________________________________, agrees that the date of final completion is also the date of commencement of project warranties.

________________________________________
(Contractor)

________________________________________
(Authorized Signature)

By: ______________________________________
(Name)

Title: _____________________________________

Date: ____________________________