128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700

AGENDA
CITY OF CONDON
REGULAR MEETING
128 SOUTH MAIN STREET, CITY HALL, CONDON, OREGON
Wednesday, August 3, 2022, 7:00 PM

1. **ZOOM LINK & MEETING LOCATION**

    1.1. **https://us02web.zoom.us/j/86997974969?pwd=V3FYZFo1eXp2Nm5HVjcrcjhJUXB6dz09**

    Meeting ID: 869 9797 4969
    Passcode: 464784
    One tap mobile
    +16699006833,,86997974969#,,,,*464784# US (San Jose)
    +12532158782,,86997974969#,,,,*464784# US (Tacoma)

2. **CALL REGULAR MEETING TO ORDER**
3. **ADDITIONS TO AGENDA**

    3.1. ***** 9.4 - Discuss Proposed Condon Industrial Park**

4. **ROLL CALL**
5. **PUBLIC HEARING - Sale of City Owned Property ORS 221.725**

    5.1. **Legal Notice, ORS & Map of Property**

6. **PUBLIC COMMENT**

    6.1. **The Council may hear discussion of unannounced items from the floor and comments on the agenda items. Comments are limited to five (5) minutes.**

7. **CONSENT AGENDA**

    7.1. **Review & Approve the July 6, 2022 Condon City Council Meeting Minutes**

    7.2. **Review July Accounts Payable & VISA Statements**

8. **OLD BUSINESS**

    8.1. **Condon Grade School Facility Update**

    8.1. **CGS Committee Recommendations**

    8.1. **Landscape Architect Progress**

    8.1. **Playshed Heating System Update**

9. **NEW BUSINESS**

    9.1. **Review & Approve OLCC Liquor License Approvals**

    9.2. **Ordinance 2023-02 - Psilocybin Permanent Ban or Two-Year Moratoriam**

    9.3. **Discuss & Review Bid Process for Paving Pennoyer Street - Appoint Mayor to Approve Bid**

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9.4. ** Discuss Proposed Condon Industrial Park

10. STAFF REPORTS

10.1. Public Works - Public Works Superintendent Gibb Wilkins

10.2. Police & Fire - Gilliam County Sheriff Gary Bettencourt

10.3. Administration - City Administrator Kathryn Greiner

11. COUNCIL INFORMATION

11.1. Election Information - Deadline for Filing August 30, 2022

11.2. Thank You Condon Early Learning Center

12. NEXT REGULAR MEETING DATE

12.1. The next regular scheduled Condon City Council meeting is Wednesday, September 7, 2022, 7 p.m.

13. ADJOURN REGULAR MEETING

14.

If necessary, Executive Session may be held in accordance with ORS 192.660(2)() As this is a regular meeting of the Condon City Council, other matters may be addressed as deemed appropriate by the Council. Assisted listening device is available for persons with impaired hearing and should be scheduled for council meetings three working days prior to the Council meeting. The City of Condon is an Equal Opportunity Provider and Employer. Complaints of discrimination should be sent to City of Condon Administrator, PO Box 445, Condon, OR 97823

Agenda prepared and distributed July 27, 2022

ArcGIS Web Map

7/25/2022, 1:37:31 PM

Township and Range | Tax Lots | County Boundary

Streets | Plats

1:564

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

Maxar, Microsoft

Web AppBuilder for ArcGIS

Maxar, Microsoft | Copyright © 2013 National Geographic Society, i-cubed | Oregon Statewide Imagery Program (OSIP) - Oregon Imagery Framework Implementation Team | National Agriculture Imagery Program (NAIP) under contract for the United States

PUBLIC NOTICE

Public Hearing
Sale of Real Property

The City of Condon is holding a public hearing **Wednesday, August 3, 2022, 7 p.m.**. at the City Hall, 128 S. Main Street, Condon to discuss the sale of real property.

The City property is described in Gilliam County Assessor's map 4S21E10BD Tax Lot 3500 – Lies on North Church Street, Condon, Oregon.

This is a vacant lot that was obtained from a land swap that contains a sewer main line that cannot be built upon. The land will be sold with a deed restriction that will not allow any structures to be built to preserve the integrity of the sewer line, and will allow an easement for city access. This property will not be developed.

This is a public meeting and interested parties are encouraged to attend.

Published July 28, 2022

221.725 Sale of city real property; publication of notice; public hearing. (1) Except as provided in ORS 221.727, when a city council considers it necessary or convenient to sell real property or any interest therein, the city council shall publish a notice of the proposed sale in a newspaper of general circulation in the city, and shall hold a public hearing concerning the sale prior to the sale.

(2) The notice required by subsection (1) of this section shall be published at least once during the week prior to the public hearing required under this section. The notice shall state the time and place of the public hearing, a description of the property or interest to be sold, the proposed uses for the property and the reasons why the city council considers it necessary or convenient to sell the property. Proof of publication of the notice may be made as provided by ORS 193.070.

(3) Not earlier than five days after publication of the notice, the public hearing concerning the sale shall be held at the time and place stated in the notice. Nothing in this section prevents a city council from holding the hearing at any regular or special meeting of the city council as part of its regular agenda.

(4) The nature of the proposed sale and the general terms thereof, including an appraisal or other evidence of the market value of the property, shall be fully disclosed by the city council at the public hearing. Any resident of the city shall be given an opportunity to present written or oral testimony at the hearing.

(5) As used in this section and ORS 221.727, "sale" includes a lease-option agreement under which the lessee has the right to buy the leased real property in accordance with the terms specified in the agreement. [1983 c.216 §1; 2005 c.22 §164]

Note: 221.725 and 221.727 were enacted

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City of Condon
Regular Council Meeting Minutes
Wednesday, July 6, 2022
7:00 PM

1. COUNCIL MEETING LOCATION & ZOOM LINK

1.1. Join Zoom Meeting
https://us02web.zoom.us/j/86997974969?pwd=V3FYZFo1eXp2Nm5HVjcrcjhJUXB6dz09

Meeting ID: 869 9797 4969
Passcode: 464784
One tap mobile
+13462487799,,86997974969#,,,,*464784# US (Houston)
+16699006833,,86997974969#,,,,*464784# US (San Jose)

2. CALL REGULAR MEETING TO ORDER

Mayor Jim Hassing called the meeting to order at 7 p.m.

3. ROLL CALL

Present: Mayor Jim Hassing; Councilors Tom Fatland, Donald Jamieson, Jan Stinchfield, Dawn Parm, Mike Cronk, Jeremy Kirby(zoom); staff City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins and Gilliam County Sheriff Gary Bettencourt.

Absent: None

4. ADDITIONS TO AGENDA

5. PUBLIC COMMENT

5.1. The Council may hear discussion of unannounced items from the floor and comments on the agenda items. Comments are limited to five (5) minutes.

Art Jette, a resident of Condon, came to inquire about the potholes and when they would be fixed. PW Wilkins said that most potholes are not in the schedule of paving.

6. CONSENT AGENDA

6.1. Review & Approve the June 1, 2022 Budget Hearing and Regular Council Meeting Minutes

A motion was made by Councilor Fatland to approve the minutes of the June 1, 2022 regular meeting and Budget hearing. The motion was seconded by Councilor Parm and approved unanimously.

6.2. Review the June Accounts Payable and VISA Statements

No questions.

7. OLD BUSINESS

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7.1. Condon Grade School Facility Update

CA Greiner stated that she received a contract from landscape architect Jenna Witzleben for the Condon Grade School project for a total of $6450. She explained that Gilliam County has agreed to split the cost with the city as two areas will be for them. It was the consensus of the council to sign the contract and move forward.

CA Greiner explained that the CGS Committee discussed having a joint meeting with the council for direction of the plans for the CGS building. The committee is also planning a trip to Baker City to tour a renovated school and possibly a hospital facility that has been converted to condominiums. She explained that Gilliam County Judge Elizabeth Farrar Campbell has discussed leasing space in the building for a day care facility. A tour was taken of the building with Campbell and looking at options, she was leaning toward using the library and that some of their ARPA funds could be used for abatement and renovation.

A discussion was held regarding the abatement of the building, whether it is renovated or demolished and whether funding is available from the State of Oregon for abatement. Councilor Jamieson stated that he thought that the building may not be abated due to the ability to cover it and that it was formerly used for children and should be safe for others to reside there. Councilor Fatland stated that he thought that this process was going to be taken slowly and to get a plan from the committee. CA Greiner noted that it may be difficult to sell or lease rooms that have not been abated and that the insurance on the building through City County Insurance Services was only through August 31, then the city must obtain liability insurance while decisions are being made to the building. CA Greiner asked the council what information is needed for them to make a decision or to allow the committee to make a decision about the building.

After a lengthy discussion, it was the consensus of the council to direct CA Greiner to have the CGS Committee provide a plan for the facility that includes specific uses for each room.

CA Greiner noted that the boundary survey has been completed for the CGS property with the fence on the playground outside of the property boundary.

7.2. City Property - Sale & Industrial Park

It was the consensus of the council to move forward with a public hearing to sell the property requested by Larry Conaway. At the June meeting, the council decided to sell if the land could have a restriction that did not allow anything to be built on the property. This will require a public hearing under ORS 221.171 to sell public lands, then a price can be negotiated with Conaway. CA Greiner will start the process for a public hearing at the August council meeting.

Jed Crowther, executive director of the Port of Arlington was on the call and was asked if he had done any research on turning the city property adjacent to the little league fields to industrial land. He has not started his research but will work with CA Greiner on investigating the necessary steps.

8. NEW BUSINESS

8.1. Resolution 2023-01 - A Volunteer Resolution

A motion was made by Councilor Fatland to approve Resolution 2023-01 - A Volunteer Resolution. The motion was seconded by Councilor Stinchfield and approved unanimously.

8.2. Resolution 2023-02 - General Fee Resolution

CA Greiner explained that there were three areas of change on the fee resolution and that if the council wished, this could go to the Finance Committee for discussion before voting. The changes included in the water connection costs were increased due to suppl\y prices rising; planning fees rose from $150 to $350 for most actions due to the recent changes in the code that allowed many planning actions to not require a hearing; and a decrease in the daily swim fee.

A motion was made by Councilor Fatland to approve Resolution 2023-02 - General Fee Resolution. The motion was seconded by Councilor Parm and approved unanimously.

8.3. Discuss Heating/Cooling System for CGS Playshed

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The council received three options from Jamieson & Marshall drafted by Councilor Jamieson for a hearing system in the CGS Playshed. CA Greiner explained that the RFP for the system did not yield any submissions, so she asked Councilor Jamieson for costs. The estimate was $90,000 for a propane boiler system; $60,000 for a propane infared heater system; and $12,000 to re-plumb the existing boiler in the grade school. CA Greiner said that the city has received a grant of $20,000 toward the boiler in the CGS playshed. After a discussion of the options, it was determined that Councilor Jamieson will do more research to determine how to repair the existing boiler and what will need to be done to the system to keep the building above freezing this winter.

9. STAFF REPORTS

9.1. Public Works - Public Workers Superintendent Gibb Wilkins

PW Wilkins stated that 5.1 million gallons of water were pumped in June 2022, which is half the water pumped in June 2021 and 3 million gallons below average for that time of year. Councilor Jamieson asked how the wells are holding up this year, with PW Wilkins saying that all are looking good and the golf course wells have not "tripped" this year meaning that they have not run dry. The Public Works crew has completed the sewer project on North Oregon Street and is completing the water line on Spring Street. He noted that ODOT is to start the ADA ramps July 18 and has not heard an update on the sidewalk project on North Main Street. The Public Works crew has been mowing the rights-of-way, but are having trouble keeping up with the grass and weeds growing quickly.

9.2. Police & Fire - Gilliam County Sheriff Gary Bettencourt

Sheriff Bettencourt stated that Lt. Tory Flory has had good success with people mowing their lots and has some trouble spots on A and Bryan Streets. He introduced new officer, Tom Burdick, who had started and will go to the academy in October for 16 weeks. Another new hire will go to the academy in August and a potential officer is going through background checks. Sheriff Bettencourt noted that the new law for legalizing mushrooms is going into effect and may be asking the city and Gilliam County to put this on the ballot to not allow selling in the city limits.

9.3. Administration - City Administrator Kathryn Greiner

CA Greiner reported that Derek Hiser has resigned from the city's planning commission and budget committee. She will recruit for new members. She is going to sit in on interview with telecom "fellow" that is going to be hired by Gilliam County through a program similar to Americorp. This person is expected to assist Gilliam County, and local governments with their broadband needs. CA Greiner said that planner Kirk Fatland was successful for writing a grant to AARP for building plans for Accessory Dwelling Units that will be approved and available for residents at no cost. This grant was written by the City of Moro in Sherman County with Condon being an additional partner. She gave an update on the Fairway Housing project that was received by PCDC last week. The plan is to build 16- 1 to 2 bedroom units with an approximate cost of $4.2 million. The proforma will be shared to councilors in an email. She also noted that the city was offered a $30,000 grant from Oregon DLCD for a Housing Needs Assessment, but after a discussion with Planner Fatland, it was determined that it would duplicate current housing information so was declined.

10. COUNCIL INFORMATION

10.1. 2022 Election Information

11. NEXT REGULAR MEETING DATE

11.1. The next regular Condon City council meeting is scheduled for August 3, 2022, 7 p.m. at City Hall.

12. ADJOURN REGULAR MEETING

Mayor Hassing adjourned the meeting at 8:09 p.m.

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_____Date _____
Jim Hassing, Mayor

ATTEST: _____ Date _____
Kathryn Greiner City Administrator

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACCTECH - A SYSTEMS INTEGRATOR							
1551	ACCTECH - A SYSTEMS INTEG	4721	TECH SUPPORT SVCS	07/01/2022	960.00	.00	
	Total ACCTECH - A SYSTEMS INTEGRATOR:				960.00	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1051799	RETREAD	07/01/2022	162.25	.00	
859	BENNETT'S POINT S TIRE & AU	1051799	RETREAD	07/01/2022	162.25	.00	
859	BENNETT'S POINT S TIRE & AU	1051890	TIRE	07/08/2022	144.11	.00	
	Total BENNETT'S POINT S TIRE & AUTO:				468.61	.00	
CASELLE , INC							
166	CASELLE , INC	117812	2022-23 Support	06/01/2022	1,489.67	.00	
166	CASELLE , INC	117812	2022-23 Support	06/01/2022	1,489.67	.00	
166	CASELLE , INC	117812	2022-23 Support	06/01/2022	1,489.66	.00	
	Total CASELLE , INC:				4,469.00	.00	
CITY/COUNTY INSURANCE							
173	CITY/COUNTY INSURANCE	PO-CON-I2022	Property/Liability/Auto 2022-23	07/14/2022	14,355.89	.00	
173	CITY/COUNTY INSURANCE	PO-CON-I2022	Property/Liability/Auto 2022-23	07/14/2022	14,355.89	.00	
173	CITY/COUNTY INSURANCE	PO-CON-I2022	Property/Liability/Auto 2022-23	07/14/2022	14,355.89	.00	
	Total CITY/COUNTY INSURANCE:				43,067.67	.00	
FERGUSON ENTERPRISES							
254	FERGUSON ENTERPRISES	1115834	PARTS	07/01/2022	295.57	.00	
	Total FERGUSON ENTERPRISES:				295.57	.00	
GILLIAM COUNTY FIRE SVCS							
272	GILLIAM COUNTY FIRE SVCS	JULY 2022	Annual Payment 2022-23	07/08/2022	8,000.00	.00	
	Total GILLIAM COUNTY FIRE SVCS:				8,000.00	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	JULY 2022	MRC Fiber Project	07/01/2022	2,000.00	.00	
	Total INLAND DEVELOPMENT CORPORATION:				2,000.00	.00	
LEAGUE OF OREGON CITIES							
362	LEAGUE OF OREGON CITIES	2022-200211	2022-23 Membership Dues	06/25/2022	678.68	.00	
	Total LEAGUE OF OREGON CITIES:				678.68	.00	
OREGON DEPT. CONSUMER & BUS.							
416	OREGON DEPT. CONSUMER &	PERMIT #1888	PERMIT FIRE BOX CONDON EL	07/01/2022	123.20	.00	
416	OREGON DEPT. CONSUMER &	PERMIT 18131	PERMIT FIRE BOX CONDON EL	07/01/2022	123.20	.00	
	Total OREGON DEPT. CONSUMER & BUS.:				246.40	.00	

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ARMSTRONG SURVEYING & ENGINEER, INC.							
600	ARMSTRONG SURVEYING & EN	1164	BOUNDARY SURVEY - OLD GR	06/29/2022	2,950.00	.00	
600	ARMSTRONG SURVEYING & EN	1165	TOPOGRAPHIC SITE SURVEY	06/29/2022	2,750.00	.00	
	Total ARMSTRONG SURVEYING & ENGINEER, INC.:				5,700.00	.00	
BREHAUT, CARRIE							
1563	BREHAUT, CARRIE	JUNE 30	W/S REFUND - 206 E WALNUT S	06/30/2022	125.00	.00	
	Total BREHAUT, CARRIE:				125.00	.00	
BROWNING FIRE EXTINGUISHER							
1564	BROWNING FIRE EXTINGUISHE	100094	FIRE EXTINGUISHER MAINTEN	06/24/2022	230.00	.00	
	Total BROWNING FIRE EXTINGUISHER:				230.00	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	JUNE 2022	FUEL	06/30/2022	812.14	.00	
	Total DEVIN OIL COMPANY:				812.14	.00	
DONHEISER, RACHEL							
1565	DONHEISER, RACHEL	JUNE 30	W/S REFUND 408 N OREGON 3	06/30/2022	73.70	.00	
	Total DONHEISER, RACHEL:				73.70	.00	
FERGUSON ENTERPRISES							
254	FERGUSON ENTERPRISES	1077128-5	Water Improvement	06/29/2022	2,456.70	.00	
	Total FERGUSON ENTERPRISES:				2,456.70	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	JUNE 2022	FUEL	06/30/2022	328.63	.00	
304	HATTENHAUER DIST.	JUNE 2022	Golf Fuel	06/30/2022	475.79	.00	
304	HATTENHAUER DIST.	JUNE 2022	Park Fuel	06/30/2022	83.71	.00	
304	HATTENHAUER DIST.	JUNE 2022	FUEL	06/30/2022	92.19	.00	
	Total HATTENHAUER DIST.:				980.32	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	JUNE 2022	Pool	07/01/2022	129.05	.00	
766	HOME TELEPHONE COMPANY	JUNE 2022	Sewer	07/01/2022	98.54	.00	
766	HOME TELEPHONE COMPANY	JUNE 2022	Water	07/01/2022	45.30	.00	
766	HOME TELEPHONE COMPANY	JUNE 2022	Administration	07/01/2022	264.53	.00	
	Total HOME TELEPHONE COMPANY:				537.42	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	012385	AIR VENT, REPAIR LEAKON PU	06/30/2022	1,495.00	.00	
	Total JAMIESON & MARSHALL:				1,495.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	JUNE 2022	Swimming Pool Propane	06/30/2022	3,723.44	.00	
	Total MORROW COUNTY GRAIN GROW.:				3,723.44	.00	
R&R Products							
473	R&R Products	CD2691068	Golf Supplies	06/27/2022	164.50	.00	
	Total R&R Products:				164.50	.00	
THE MCGREGOR COMPANY							
1555	THE MCGREGOR COMPANY	62-7900438	PARK SUPPLIES	06/30/2022	46.65	.00	
	Total THE MCGREGOR COMPANY:				46.65	.00	
	Grand Totals:				16,344.87	.00	

Dated: _____

Mayor: _____

City Admininstrator: _____

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

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CITY OF CONDON
WORK SESSION AGENDA
CGS COMMITTEE
Wednesday, July 13, 2022, 5:30 PM
CONDON CITY HALL

1. Call the Meeting to Order & Zoom Link

1.1. Join Zoom Meeting
https://us02web.zoom.us/j/84669965355?pwd=NGdIb2t1MzRLc2gzbUNNM2pJN0Vvdz09

Meeting ID: 846 6996 5355
Passcode: 593813
One tap mobile
+13462487799,,84669965355#,,,,*593813# US (Houston)
+16694449171,,84669965355#,,,,*593813# US

Greiner called the meeting to order at 5:33 p.m.

Present: Committee members - Heather Devine, Jenn Benjamin, Darla Seale, Councilor Dawn Parm, Councilor Jeremy Kirby at City Hall; David Hudson, Steve Campbell, Renee Allen, Jessica Bates on Zoom; staff - City Administrator Kathryn Greiner, PW Superintendent Gibb Wilkins

Absent: Committee members Teddy Fennern and Hannah Fatland

2. Discuss Condon Grade School Facility Plans

2.1. Reports & Map of CGS Building

Greiner explained that the City Council has asked the committee for clarification or a more specific plan on what they want to see for the CGS facility. She explained that at the meeting it was asked if she was to go forward with trying to find funds to abate the property, since it was going to have to be done with rehabilitation or demolition, but got a mixed response. One councilor stated that the asbestos could be encapsulated and used and other thought that moving forward it would be difficult to sell or lease the property with it not abated.

Kirby stated that it "made sense" to move forward with the abatement. It was noted that once abatement began it may be that the decision to either demolish or rehabilitate may be made clearer with what is found during that process. Hudson asked about the safety of not abating the property and knowing what parts can be saved.

Campbell brought up what the council wanted from the committee and if they did not want to own it was the committee to determine who was going to own and operate the building in whatever function it determined. Benjamin stated that if the city sold condos the money would come back to the city, Hudson mentioned that if the city does not want to rent apartments is there someone that could do property management?

The committee discussed housing as being a priority for the project with Campbell stating that this is a critical part of the plan. Seale stated that most people do not want to buy but needed to rent space. Benjamin stated that maybe it needs to be tied to teachers coming to look for a place to live.

Greiner stated that she had been approached by Gilliam County Judge to have temporary child care in the CGS building and may have some funds to assist with the cost of abatement. She also has grants and loans for abatement from the State of Oregon Brownfield program.

Devine suggested that the CGS campus could be used for an attraction of wellness that may encompass medical, mental and spiritual that would include acitivites of sports courts, dentist, massage, acupuncture, mindfulness, healthy eating and art that

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would allow a person a weekend experience. Rooms for providers to stay but also participants. Hudson added that it could also be available for local use. Kirby stated that in his experience, is why allowing a visitor experience that the grouped be mindful of the local needs.

Campbell also suggested that we see what the local agencies may need in the way of office space or rooms for groups. Bates stated that while she loved the ideas, she questions who was going to manage the facility. How does this become a reality and suggested it is an economic development approach to what can be done.

Wilkins suggested that a master plan be drawn up for the facility knowing that it may change with the needs of the community. Parm stated that until the abatement is completed there are issues with forming a viable plan. Local Physical Therapist Haylee Farrar stated that she would like to see a space that assists children with moving away from so much screen time with more motor skills/activities.

Greiner stated that the landscape architect will be in Condon on July 25 to start working on a plan and asked that the committee send ideas of what they want in the playground area or participate in a planning meeting. Bates suggested getting local teens' input.

It was the consensus of the committee of the following:

- Work with landscape architect to design the playground area & wait for the results of the energy grant to determine playshed function.
- The property needs to be abated to have a clean/safe building for development or demolition. Find funding to get this done as soon as possible.
- Immediately look to get housing in north wing as this is a critical need. Get council approval for an engineer/architect to begin plans for apartments. Once plans are done, look for a developer or non-profit to get the apartments completed.

3. Discuss Information Trip to Baker City

3.1. Itinerary

Greiner said that they will meet at City Hall Wednesday, July 20, and leave at 6:30 a.m. for Baker City. Monday is the deadline for people that will go on the trip to arrange adequate transportation. The group will tour the Churchill School at 11 a.m. and a link will be sent to members to examine prior to the visit. She is investigating a stop at a condominimum facility in Baker City that was former the hospital and possibly a stop at the Boardman Recreation center on the return home.

4. Adjourn

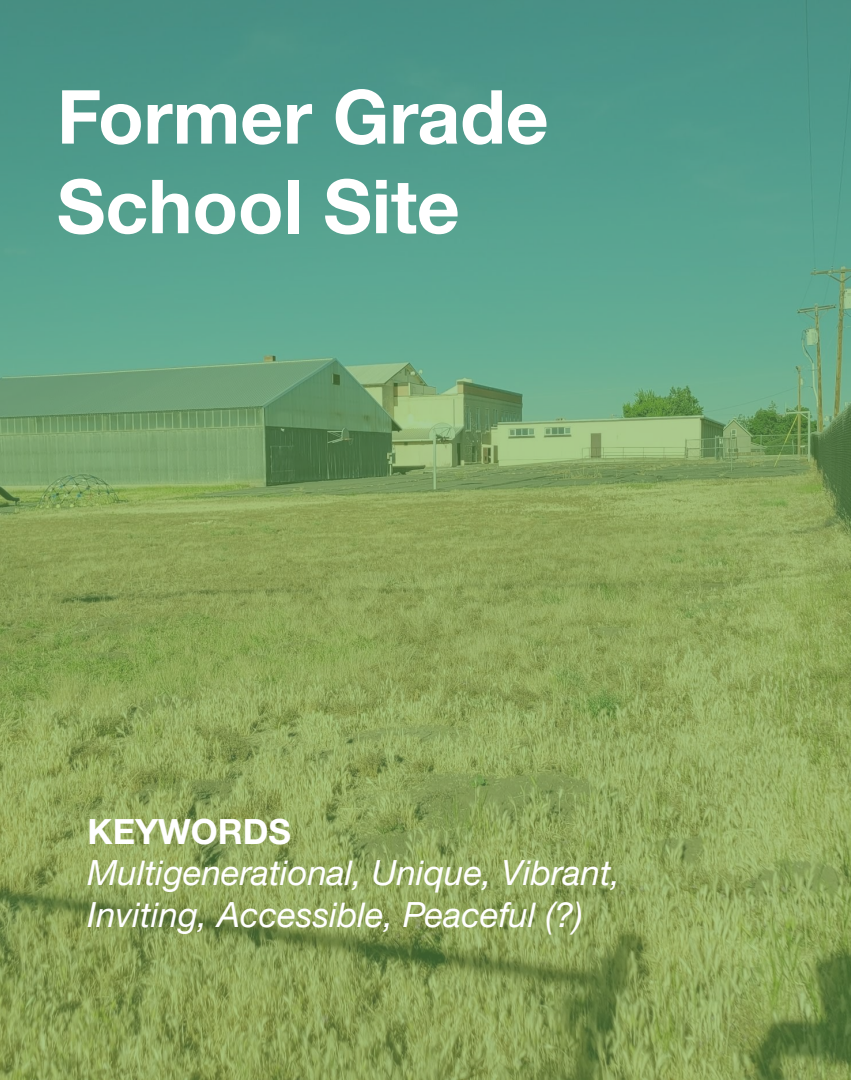
The meeting was adjourned at 6:32 p.m.

Condon and Gilliam County Landscape Design Project

PRELIMINARY GOAL SYNTHESIS

August 2022

Former Grade School Site



KEYWORDS
Multigenerational, Unique, Vibrant, Inviting, Accessible, Peaceful (?)

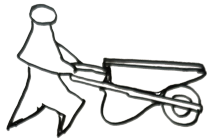
PRIMARY GOALS

Establish a **multi-generational** space

Create a **novel attraction** for locals and visitors

Promote **outdoor recreation**, movement, and motor-skill development

Facilitate **multi-seasonal** use and a year-round draw



Minimize maintenance required

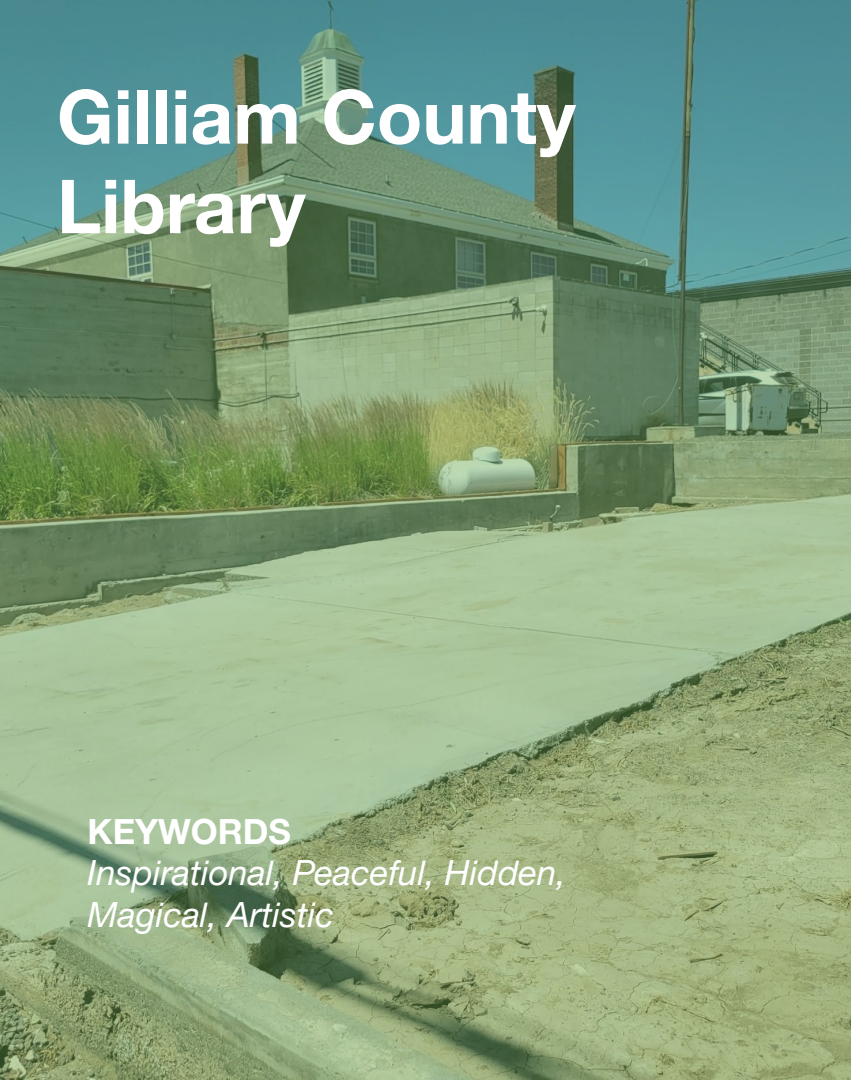
Former Grade School Site

OTHER POSSIBLE GOALS

- Connect to building renovation (housing and multi-use community space)
- Offer an intimate gathering space
- Design for people with disabilities
- Connect to local arts network

POSSIBLE FEATURES

- Meandering paths
- Walking track
- Native plants (drought-tolerant, low maintenance)
- Basketball courts with better shade
- EV charging
- Restrooms
- Skate park
- Dog park
- Outdoor space for weddings
- Bike paths
- Rock climbing walls
- Outdoor bowling
- Ice rink / Putt putt or Ice rink / roller skating
- Play equipment
- Lighting (would need to be on a timer)
- Free art supplies
- Shower facilities
- Raised structure for wildlife and stargazing
- Blocks for light pollution
- Art, murals
- Outdoor movie area
- Open green space for kickball, tag
- Spray pad



Gilliam County Library

KEYWORDS
Inspirational, Peaceful, Hidden, Magical, Artistic

PRIMARY GOALS

Provide space for **outdoor library programs**

Establish **comfortable seating** and reading areas

Celebrate community values of **art and literature**

Offer a **magical / secret garden** space for kids

Be **accessible** to all members of community

Gilliam County Library

OTHER POSSIBLE GOALS

- Compliment other Main St. green spaces
- Provide space to relax while charging electric vehicles

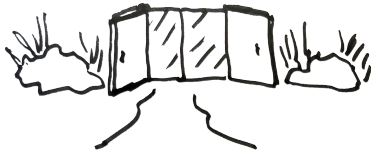
POSSIBLE FEATURES

- EV charging stations
- Big decorative chairs (i.e. butterflies)

Ardent Mills

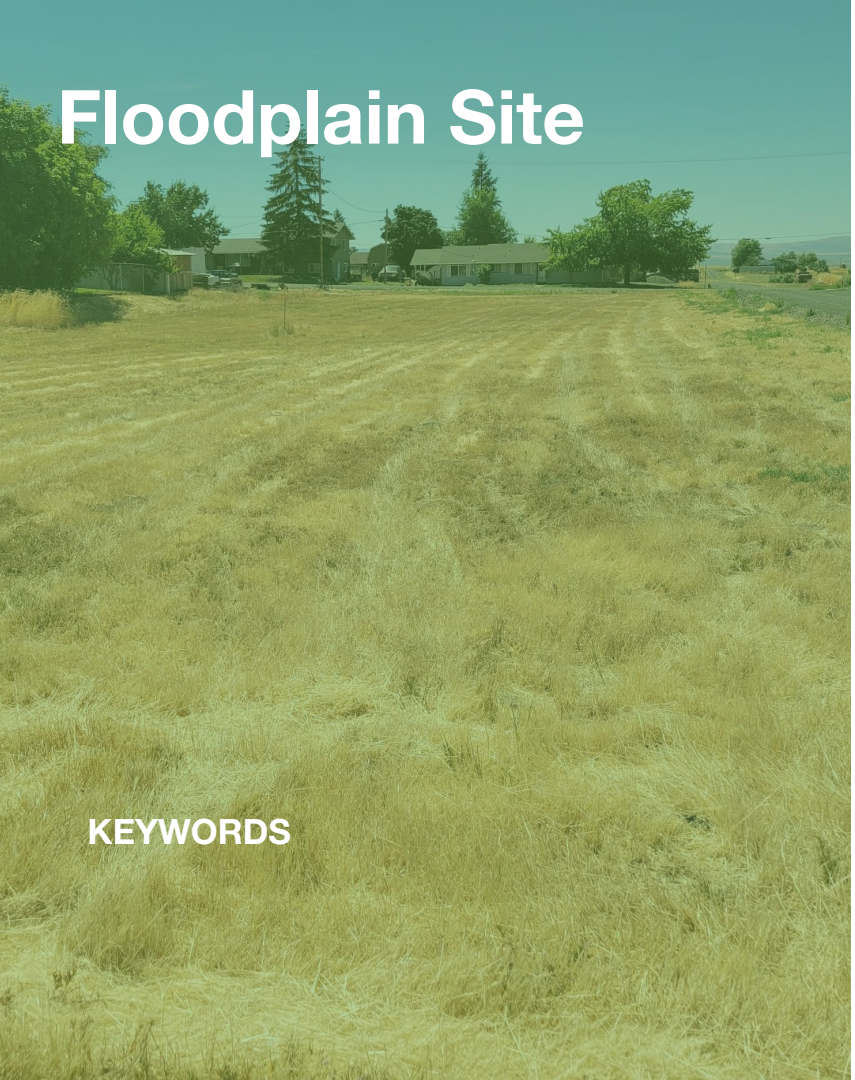
KEYWORDS
Welcoming

PRIMARY GOALS



Create a **welcoming** space for employees and executives

Add **drought tolerant plants** that don't attract birds or bugs and are deer- and rabbit-friendly



Floodplain Site

KEYWORDS

PRIMARY GOALS

Suggested Precedent Examples

- Borden Splash Pad
- Ice Rink and fire pits in Bend, OR
- Ice skating / Putt putt in Sunriver, OR
- Bocce in Sunriver, OR
- Splash Pad in Boardman
- Splash Pad in Sisters
- Hines, OR playground slide
- Hood River rock wall
- Pendleton, OR ice skating and basketball court
- Art culture in Joseph, OR
- Rivercrest Spray Park
- Thinkery Austin

City of Condon
CONDON
PO Box 445
Condon, OR 97823

RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **9/30/2022**. Attached is the list of licensees who are required to submit their renewal application to local governmen for comment. According to our records you charge:

$10.00 Renewal Fee for ON-PREMISES $10.00 Renewal Fee for OFF-PREMISES

We told applicants to mail your local government fees to the address on this letter.
PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT

HOW TO MAKE A RECOMMENDATION

You have until 9/29/2022 to make your recommendation. Below are your options for renewals:

RECOMMEND APPROVAL

1. **DO NOTHING.** If you do not submit a recommendation by **9/29/2022**, the OLCC will process the renewal application as a favorable recommendation.

RECOMMEND DENIAL (see additional information on page 2)

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1) y are considering making an unfavorable recommendation; 2) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your local OLCC office for help. Please send renewal recommendation correspondence to OLCC.Renewals@oregon.gc or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contac our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 25138.

REASONS WE MAY DENY OR RESTRICT A LICENSE
ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322
845-005-0325, 845-005-0326(4)(5) or 845-005-0355

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC ***can*** consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:

    obtrusive or excessive noise, music or sound vibrations
    public drunkenness
    fights or altercations
    harassment
    unlawful drug sales
    alcohol or related litter

OLCC is ***not*** able to consider the following issues when deciding to renew a liquor license:

lack of parking
increase in traffic
too many licenses in a specific area (saturation)
entertainment type - nude dancing, gambling, live bands, etc.
increased noise
zoning issues

Visit www.oregon.gov/olcc/ to see the full text of ORS and OAR referenced above. In ord for an unfavorable recommendation from a local government to be valid, the grounds mus be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

License No./ Premises No.	Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
Lic. 338330 Prem. 35881	**BUCKHORN SALOON** JESSICA A. VAN VOORHIS F-COM - FULL ON-PREMISES SALES	202 S MAIN CONDON, OR 97823 541-384-4624	PO BOX 663 CONDON, OR 97823
Lic. 337502 Prem. 40191	**CONDON FOOD MART** HATTENHAUER DISTRIBUTING CO O - OFF-PREMISES SALES	205 E WALNUT CONDON, OR 97823 541-384-2646	PO BOX 1397 THE DALLES, OR 97058
Lic. 337211 Prem. 6567	**ELKS LODGE #1869 CONDON** ELKS LODGE #1869 CONDON F-CLU - FULL ON-PREMISES SALES	117 S MAIN ST CONDON, OR 97823 541-980-1689	PO BOX 123 CONDON, OR 97823
Lic. 337841 Prem. 39876	**MURRAY'S CONDON PHARMACY** MURRAY'S DRUGS INC O - OFF-PREMISES SALES	225 S MAIN CONDON, OR 97823 541-384-2801	PO BOX 725 CONDON, OR 97823
Lic. 338468 Prem. 12404	**TWO BOYS MEAT & GROCERIES** TWO BOYS MEAT & GROCERIES INC O - OFF-PREMISES SALES	301 S MAIN ST CONDON, OR 97823 541-384-2371	PO BOX 747 CONDON, OR 97823

Count for CONDON **5**

Ordinance No 2023-01

AN ORDINANCE DELCARING A BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Heath Authority ("OHA") will regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, OHA will begin accepting applications for licensure to manufacture, deliver, and administer psilocybin on January 2, 2023; and

WHEREAS, as of July 28, 2022, the Oregon Health Authority has not completed the rulemaking process for implementing the state's psilocybin regulatory program, and the City of Condon is uncertain how the manufacture, delivery and administration of psilocybin at licensed psilocybin facilities will operate within the city; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the Condon City Council believes that prohibiting psilocybin product manufacturers and psilocybin service centers with the city's jurisdictional boundaries to enable the adoption of the stat's psilocybin licensing and regulatory program and to allow the city to adopt reasonable time, place and manner regulations on the operation of psilocybin facilities is in the best interest of the health, safety and welfare of the people of Condon; and

WHEREAS, the City Council seeks to refer the question of whether to establish a ban on state-licensed psilocybin product manufacturers and psilocybin service centers in the city's jurisdictional boundaries.

NOW, THEREFORE, the City of Condon ordains as follows:

Section 1. Prohibition.

The establishment of psilocybin product manufacturers licensed under ORS 275.290 and psilocybin service centers licensed under ORS 475.305 is prohibited in the City of Condon.

Section 2. Referral.

This ordinance is referred to the electors of the City of Condon for approval at the next statewide general election on November 8, 2022.

Section 3. Effective Date.

This ordinance takes effect and becomes operative 30 days after the day on which it is approved by the majority of voters.

This has been declared an emergency by the City of Condo to meet election deadlines. First and second readings were completed on August 3, 2022 and will take into effect September 3, 2022.

Ayes ____ Nays _____ Absent ____ Abstain ____

Signed by the Mayor on this 3rd day of August, 2022.

_____
Jim Hassing, Mayor

ATTEST:

_____
Kathryn Greiner, City Administrator

Exhibit A

Ballot Title

CAPTION: Prohibits psilocybin-related businesses within the unincorporated area of Gilliam County.

QUESTION: Shall Gilliam County prohibit psilocybin-related businesses in county's unincorporated area?

SUMMARY: Psilocybin is the psychedelic drug found in certain mushrooms. State law allows operation and/or manufacture of certain licensed psilocybin services. State law provides that a county governing body may adopt an ordinance to be referred to the voters to prohibit (i.e., ban) the establishment and/or operation of psilocybin-related registered or licensed activities. Gilliam County has adopted an ordinance to prohibit psilocybin-related businesses in the unincorporated area subject to the jurisdiction of the county, subject to voter approval. Approval of this measure would prohibit the establishment and/or operation of psilocybin manufacturers and/or service centers within county's unincorporated area. The proposed ordinance is available for public inspection on the county's website.

Exhibit B

Explanatory Statement

Approval of this measure would prohibit (i.e., ban) the establishment and operation of psilocybin-related businesses in the unincorporated area subject to the jurisdiction of Gilliam County.

Ballot Measure 109 was passed by Oregon voters in November 2020 directing the Oregon Health Authority ("OHA") to license and regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products. Psilocybin is the psychedelic drug derived from certain mushrooms.

ORS 475A.235 provides, in pertinent part, that OHA will regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the State of Oregon. OHA has initiated the rulemaking process to implement the state's regulatory program. However, because the rulemaking process has not been completed to date, the county is uncertain how the manufacture, delivery, and administration of psilocybin at licensed psilocybin facilities will function or operate.

ORS Chapter 475A.718 provides a county governing body may adopt an ordinance prohibiting the establishment and operation of psilocybin-related businesses within the unincorporated area subject to the county's jurisdiction, but the county governing body must refer the ordinance to the voters at a statewide general election. The county has adopted Ordinance No. ____, the Psilocybin Prohibition Ordinance, prohibiting the establishment and/or operation of psilocybin-related businesses within the unincorporated area subject to county's jurisdiction. Ordinance No. ____ will take effect and become operative 30 days after voter approval (if applicable).

If approved, this measure will prohibit psilocybin-related businesses within the unincorporated area of the county.

BALLOT TITLE (BAN)

Prohibits psilocybin-related businesses within the city of Condon

QUESTION

Shall city prohibit psilocybin-related businesses in Condon

SUMMARY

State law allows operation manufacturer, distribution and possession of psilocybin and psilocin. State law provides that a city council may adopt an ordinance to be referred to the voters to prohibit the establishment of any of those registered or licensed activities.

Approval of this measure would prohibit the establishment of psilocybin project manufacturers and/or psilocybin service centers operations with the area subject to the jurisdiction of the city.

EXPLANATORY STATEMENT

Approval of this measure would prohibit the establishment and operation of psilocybin-related businesses within the city.

A city council may adopt an ordinance prohibiting the establishment of psilocybin related businesses within the city, but the council must refer the ordinance to the voters at a statewide general election. The City of Condon council has adopted an ordinance prohibiting the establishment of psilocybin-related businesses with the city and, as a result, ahs referred this measure to the voters.

If approved this measure would prohibit psilocybin-related businesses within the city.

Ordinance No 2023-01(2-year Moratorium)

AN ORDINANCE DELCARING A TEMPORARY BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery, and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Heath Authority ("OHA") will regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, THE Oregon Health Authority has initiated a rulemaking process to implement the state's psilocybin regulatory program and intends to begin accepting applications for psilocybin-related licenses on January 2, 2023; and

WHEREAS, as of July 28, 2022, the Oregon Health Authority has not completed the rulemaking process for implementing the state's psilocybin regulatory program, and the City of Condon is uncertain how the manufacture, delivery and administration of psilocybin at licensed psilocybin facilities will operate within the city; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the Condon City Council believes that prohibiting psilocybin product manufacturers and psilocybin service centers with the city's jurisdictional boundaries to enable the adoption of the stat's psilocybin licensing and regulatory program and to allow the city to adopt reasonable time, place and manner regulations on the operation of psilocybin facilities is in the best interest of the health, safety and welfare of the people of Condon; and

WHEREAS, the City Council seeks to refer the question of whether to establish a two-year temporary ban on state-licensed psilocybin product manufacturers and psilocybin service centers in the city's jurisdictional boundaries.

NOW, THEREFORE, the City of Condon ordains as follows:

Section 1. Prohibition.

The establishment of psilocybin product manufacturers licensed under ORS 275.290 and psilocybin service centers licensed under ORS 475.305 is prohibited in the City of Condon.

Section 2. Referral.

This ordinance is referred to the electors of the City of Condon for approval at the next statewide general election on November 8, 2022.

Section 3. Effective Date.

This ordinance takes effect and becomes operative 30 days after the day on which it is approved by the majority of voters.

Section 4. Sunset.

This ordinance is repealed on December 31, 2024.

This has been declared an emergency by the City of Condo to meet election deadlines. First and second readings were completed on August 3, 2022 and will take into effect September 3, 2022.

Ayes ____ Nays _____ Absent ____ Abstain ____

Signed by the Mayor on this 3rd day of August, 2022.

_____
Jim Hassing, Mayor

ATTEST:

_____
Kathryn Greiner, City Administrator

Exhibit A

Ballot Title

CAPTION: Prohibits psilocybin-related businesses within the unincorporated area of Gilliam County.

QUESTION: Shall Gilliam County prohibit psilocybin-related businesses in county's unincorporated area?

SUMMARY: Psilocybin is the psychedelic drug found in certain mushrooms. State law allows operation and/or manufacture of certain licensed psilocybin services. State law provides that a county governing body may adopt an ordinance to be referred to the voters to prohibit (i.e., ban) the establishment and/or operation of psilocybin-related registered or licensed activities. Gilliam County has adopted an ordinance to prohibit psilocybin-related businesses in the unincorporated area subject to the jurisdiction of the county, subject to voter approval. Approval of this measure would prohibit the establishment and/or operation of psilocybin manufacturers and/or service centers within county's unincorporated area. The proposed ordinance is available for public inspection on the county's website.

Exhibit B

Explanatory Statement

Approval of this measure would prohibit (i.e., ban) the establishment and operation of psilocybin-related businesses in the unincorporated area subject to the jurisdiction of Gilliam County.

Ballot Measure 109 was passed by Oregon voters in November 2020 directing the Oregon Health Authority ("OHA") to license and regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products. Psilocybin is the psychedelic drug derived from certain mushrooms.

ORS 475A.235 provides, in pertinent part, that OHA will regulate the manufacture, transportation, delivery, sale, and purchase of psilocybin products and the provision of psilocybin services in the State of Oregon. OHA has initiated the rulemaking process to implement the state's regulatory program. However, because the rulemaking process has not been completed to date, the county is uncertain how the manufacture, delivery, and administration of psilocybin at licensed psilocybin facilities will function or operate.

ORS Chapter 475A.718 provides a county governing body may adopt an ordinance prohibiting the establishment and operation of psilocybin-related businesses within the unincorporated area subject to the county's jurisdiction, but the county governing body must refer the ordinance to the voters at a statewide general election. The county has adopted Ordinance No. ____, the Psilocybin Prohibition Ordinance, prohibiting the establishment and/or operation of psilocybin-related businesses within the unincorporated area subject to county's jurisdiction. Ordinance No. ____ will take effect and become operative 30 days after voter approval (if applicable).

If approved, this measure will prohibit psilocybin-related businesses within the unincorporated area of the county.

BALLOT TITLE (2-YEAR MORITORIAM)

Prohibits psilocybin-related businesses within the city of Condon. Prohibition sunsets after two (2) years.

QUESTION

Shall city prohibit psilocybin-related businesses in Condon

SUMMARY

State law allows operation manufacturer, distribution and possession of psilocybin and psilocin. State law provides that a city council may adopt an ordinance to be referred to the voters to prohibit the establishment of any of those registered or licensed activities.

Approval of this measure would prohibit the establishment of psilocybin project manufacturers and/or psilocybin service centers operations with the area subject to the jurisdiction of the city.

EXPLANATORY STATEMENT

Approval of this measure would prohibit the establishment and operation of psilocybin-related businesses within the city.

A city council may adopt an ordinance prohibiting the establishment of psilocybin related businesses within the city, but the council must refer the ordinance to the voters at a statewide general election. The City of Condon council has adopted an ordinance prohibiting the establishment of psilocybin-related businesses with the city and, as a result, ahs referred this measure to the voters.

If approved this measure would prohibit psilocybin-related businesses within the city until December 31, 2024.

Oregon Psilocybin Services

What is psilocybin?

Psilocybin is a naturally occurring psychedelic compound. It is found in over 200 species of fungi (mushrooms). For centuries Indigenous and Tribal communities around the world have used psilocybin for spiritual, ceremonial and other purposes.

Psilocybin services will soon be an option in Oregon. However, psilocybin is still a Schedule I substance under the Federal Controlled Substances Act.

What are the benefits of psilocybin?

Research suggests psilocybin may help address depression, anxiety, trauma and addiction. Studies have also found it can increase spiritual well-being.

To learn more about the research on psilocybin benefits and risks, see the 2021 Oregon Psilocybin Advisory Board Rapid Evidence Review. It is available in English and Spanish.

What are psilocybin services?

In Oregon, "psilocybin services" refers to preparation, administration and integration sessions provided by a licensed facilitator.

The psilocybin products consumed must be cultivated or produced by a licensed psilocybin manufacturer and may only be provided to a client at a licensed psilocybin service center during an administration session.

Psilocybin services will be available to people age 21 or older and will not require a prescription or medical referral. People accessing psilocybin services are called "clients".

The Oregon Psilocybin Services Act

Ballot Measure 109 (M109) is also known as the Oregon Psilocybin Services Act. It was voted into law by Oregonians in November 2020. It is codified in Oregon Revised Statutes in ORS 475A. M109 directs Oregon Health Authority (OHA) to license and regulate psilocybin products and the provision of psilocybin services.

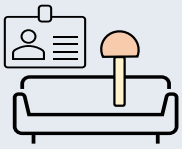
Oregon is the first state in the U.S. to create a regulatory framework for psilocybin services.

The Oregon Psilocybin Services Section

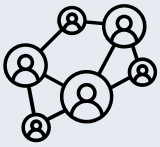
The two-year development period for psilocybin services is from January 1, 2021 to December 31, 2022. During this time Oregon Psilocybin Services (OPS) is working with the Oregon Psilocybin Advisory Board and rulemaking advisory committees (RACs) to make rules for psilocybin products and services. All rules must be in place by December 31, 2022. The section will begin taking license applications on Jan. 2, 2023.

How a client will access psilocybin services

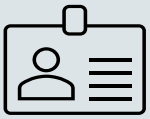
1. Preparation session: The client meets with a licensed facilitator for a preparation session.



2. Administration session: The client consumes the product at the service center and begins their session with a licensed facilitator.



3. Integration session: The client can take part in an optional session to follow up with a licensed facilitator and learn about additional peer support and other resources.

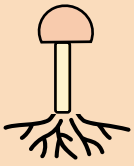


To provide these services, a licensed facilitator must complete:

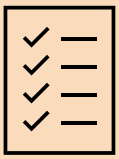
- A training program with curriculum approved by OPS
- An exam administered by OPS, and
- All other license requirements.

How psilocybin products will get to a service center

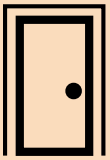
1. Psilocybin products are cultivated, produced and/or processed by a licensed manufacturer. They are tracked in a product tracking system.



2. The products are tested by a licensed testing laboratory. The lab must be accredited by the Oregon Environmental Laboratory Accreditation Program (ORELAP). The test results are entered into the product tracking system.



3. The products are sold or transferred from a licensed manufacturer to a licensed service center. This is tracked in the product tracking system.

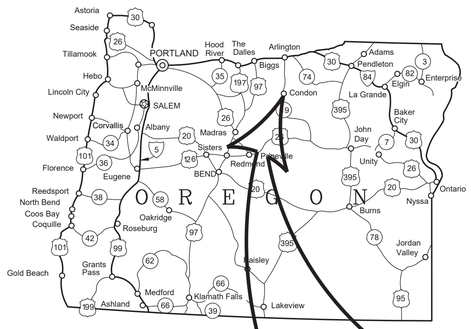


Oregon Health Authority
PUBLIC HEALTH DIVISION

Oregon Psilocybin Services
www.oregon.gov/psilocybin
Sign up for updates

You can get this document in other languages, large print, braille or a format you prefer. Contact: Oregon Psilocybin Services at 971-341-1713 or email OHA.Psilocybin@odhsoha.oregon.gov. We accept all relay calls or you can dial 711.

OHA 4226 (06/2022)



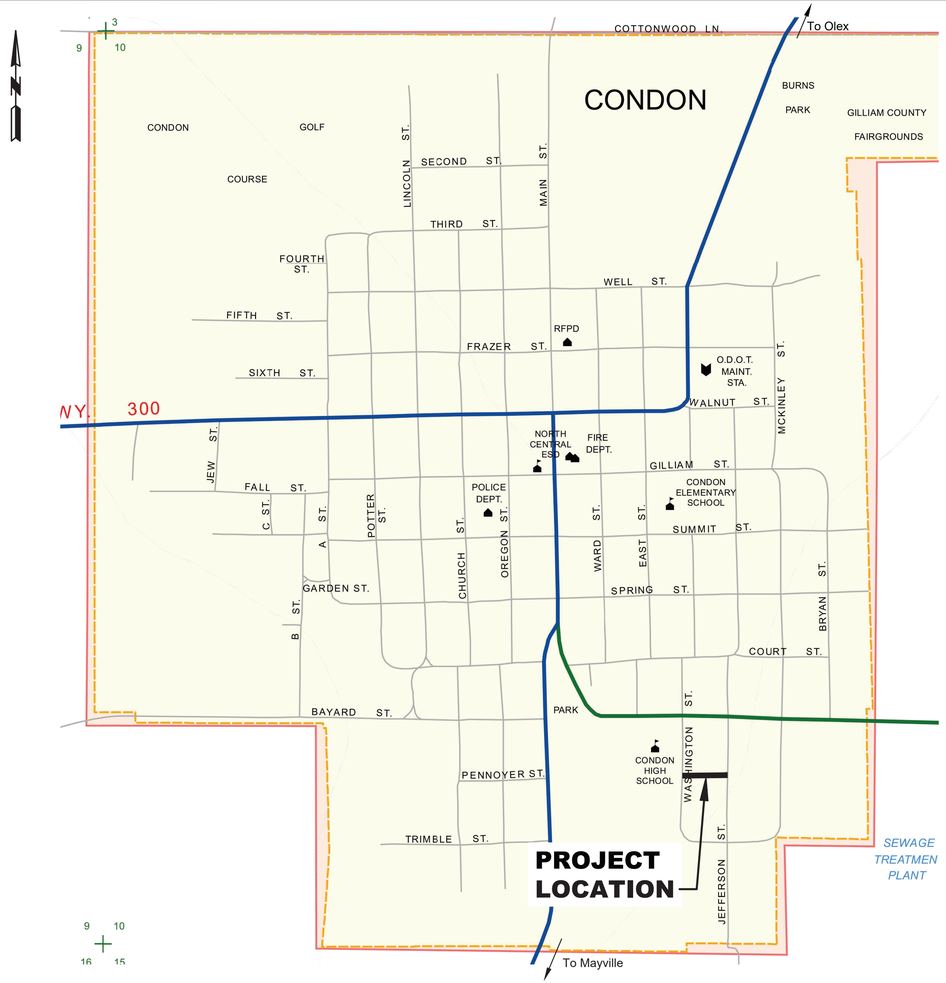
CITY OF
CONDON, OREGON
TRIMBLE AND PENNOYER STREET IMPROVEMENTS
PHASE 1
2022

CITY COUNCIL

JIM HASSING, Mayor
THOMAS FATLAND
JAN STINCHFIELD
DONALD JAMIESON
MICHAEL CRONK
DAWN PARM
JEREMY KIRBY

CITY OFFICIALS

GIBB WILKINS, Public Works Superintendent



VICINITY MAP
N.T.S.

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R-101	PLAN AND PROFILE STA. P0+27 TO STA. P2+97
R-301	TYPICAL SECTION AND DRIVEWAY DETAILS
R-401	INTERSECTION DETAIL
R-501	DETAILS

REGISTERED PROFESSIONAL ENGINEER
64420PE
Digitally Signed
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JAN. 15, 2002
ANDREW LINDSEY
RENEWS 12-31-22

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engineering • surveying • natural resources
1901 N. Fir Street - La Grande, OR 97850 Ph: (541)963-8309 Fax: (541)963-5456
LA GRANDE, OR. WALLA WALLA, WA. REDMOND, OR. HERMISTON, OR.

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PLAN LEGEND

UTILITIES

	EXISTING	PROPOSED
WATER LINE	W	6"W
VALVE		
FIRE HYDRANT		
WATER METER		
SEWER LINE	SS	6"S
CULVERT		
GRAVITY SEWER MANHOLE		
CLEANOUT		
BURIED POWER	P	P
OVERHEAD POWER	OHP	OHP
UTILITY POLE		
STREET LIGHT		

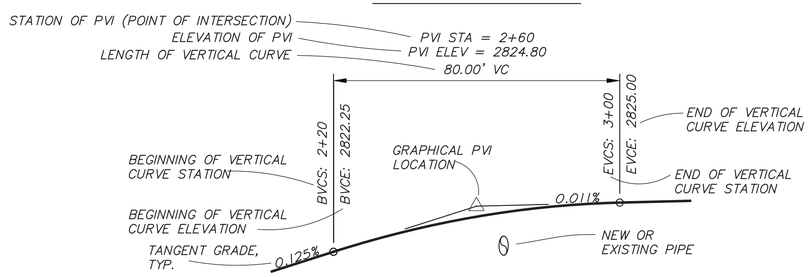
GENERAL

	EXISTING	PROPOSED
INDEX CONTOUR	750	750
INTERMEDIATE CONTOUR	749	749
PROPERTY LINE/ RIGHT-OF-WAY		
CENTERLINE		
FENCE LINE/GATE	X	X
PAVED STREET	1ST ST.	1ST ST.
GRAVEL DRIVEWAY/STREET		
SIGN		
CONIFER TREE		
SHRUB		
BUILDING		

DRAFTING

- SECTION DESIGNATION (A / 2)
- SHEET WHERE SECTION WAS TAKEN OR WHERE SECTION IS SHOWN.
- 3 — 3 SHEET CONTINUATION REFERENCE
- WATER SURFACE ELEVATION
- 1 DRAWING REVISION NUMBER
- NORTH ARROW

PROFILE LEGEND



SITE PLAN

SURVEY DISCLAIMER

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SCALE IN FEET

DESIGNED BY	G. BANNISTER
DRAWN BY	L. WILLHITE
REVIEWED BY	A. LINDSEY
JOB NUMBER	977-16
DATE	2022
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CONDON, OREGON
TRIMBLE AND PENNOYER STREET IMPROVEMENTS PHASE I

LEGEND AND EXISTING SITE PLAN

SHEET
G-001
1 OF 5

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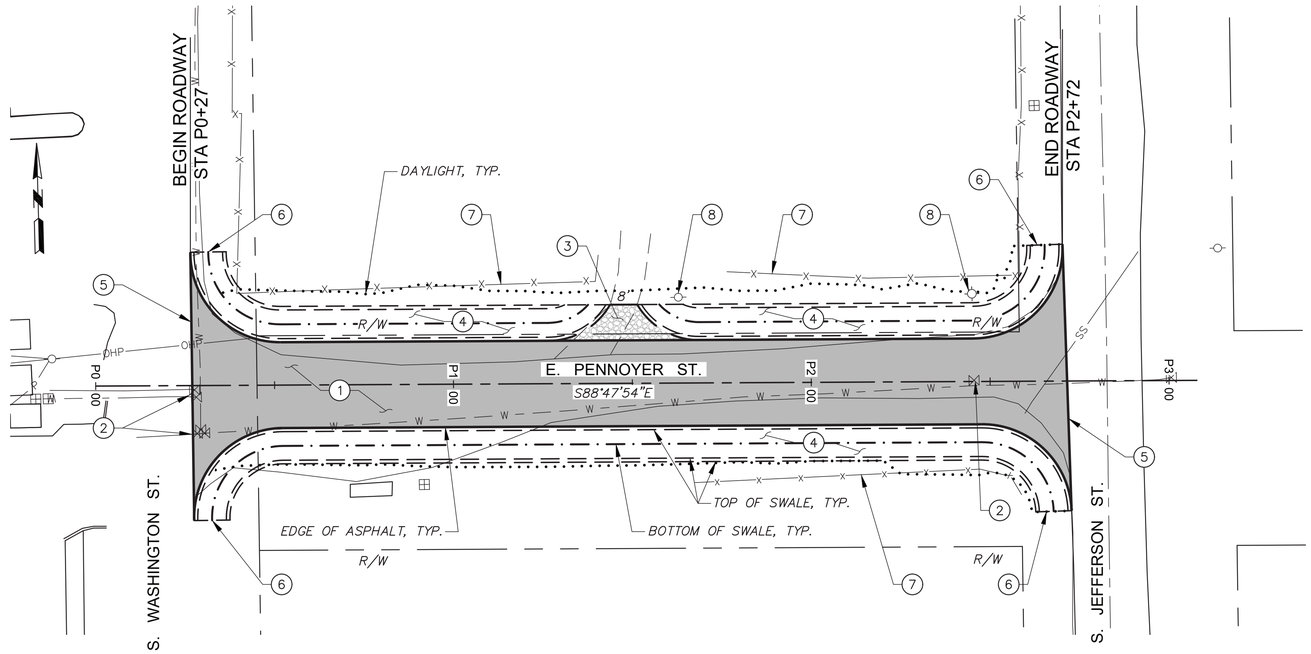
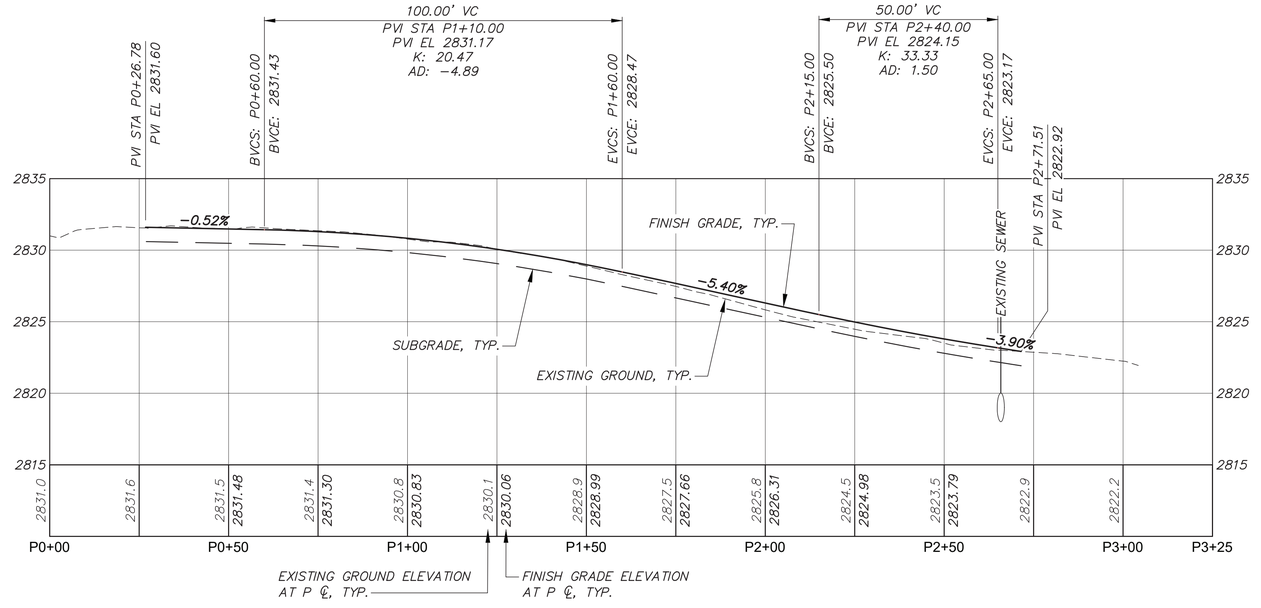
WORK ITEMS

1. CONSTRUCT ACP ROADWAY
   SEE TYPICAL SECTION, SHEET R-301
2. ADJUST EXISTING WATER VALVE BOX TO GRADE
   SEE DETAIL, SHEET R-501
3. CONSTRUCT GRAVEL DRIVEWAY
   SEE DETAIL, SHEET R-301
4. CONSTRUCT DRAINAGE SWALE
   SEE TYPICAL SECTION, SHEET R-301
5. SAWCUT AND MATCH EXISTING ASPHALT
6. MATCH EXISTING GRAVEL PARKING SURFACE
7. PROTECT EXISTING FENCE
8. PROTECT EXISTING UTILITY POLE





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CONDON, OREGON
TRIMBLE AND PENNOYER STREET IMPROVEMENTS PHASE I

ROADWAY
PLAN AND PROFILE STA. P0+27 TO STA. P2+97

SHEET
R-101
2 OF 5

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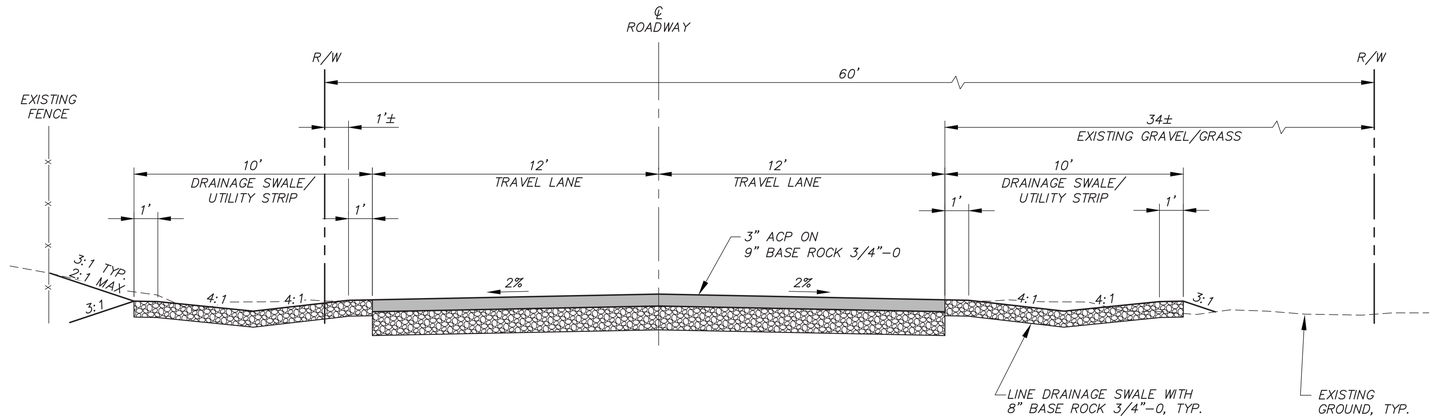
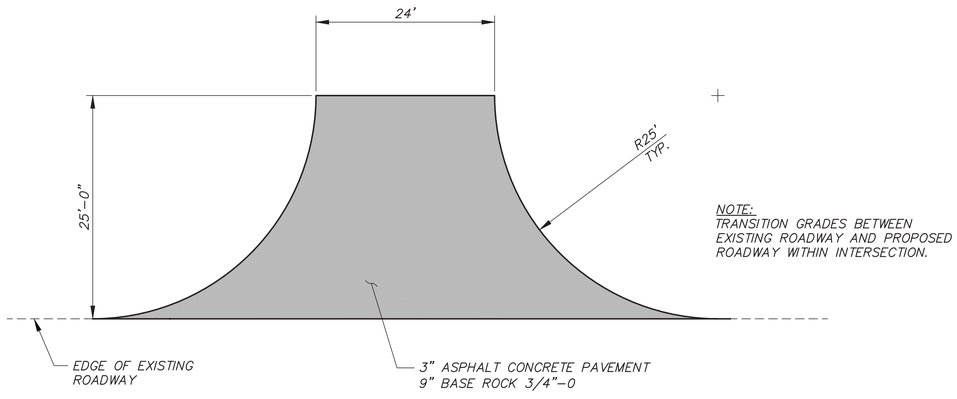


E. PENNOYER ST.

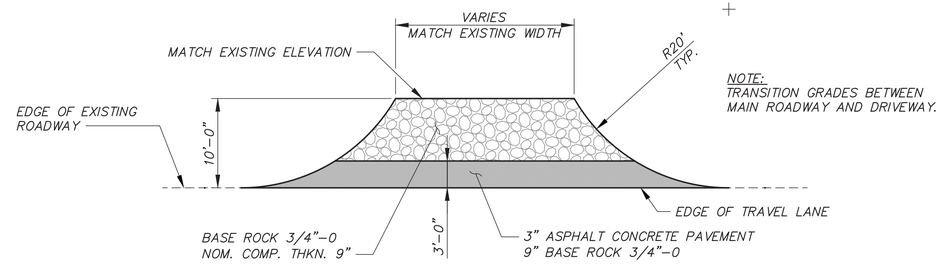
STA. P0+27 TO STA. P2+72

N.T.S.



INTERSECTION TRANSITION DETAIL

N.T.S.



GRAVEL DRIVEWAY TRANSITION DETAIL

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PHASE I

ROADWAY
TYPICAL SECTION AND DRIVEWAY DETAILS

SHEET
R-301
3 OF 5

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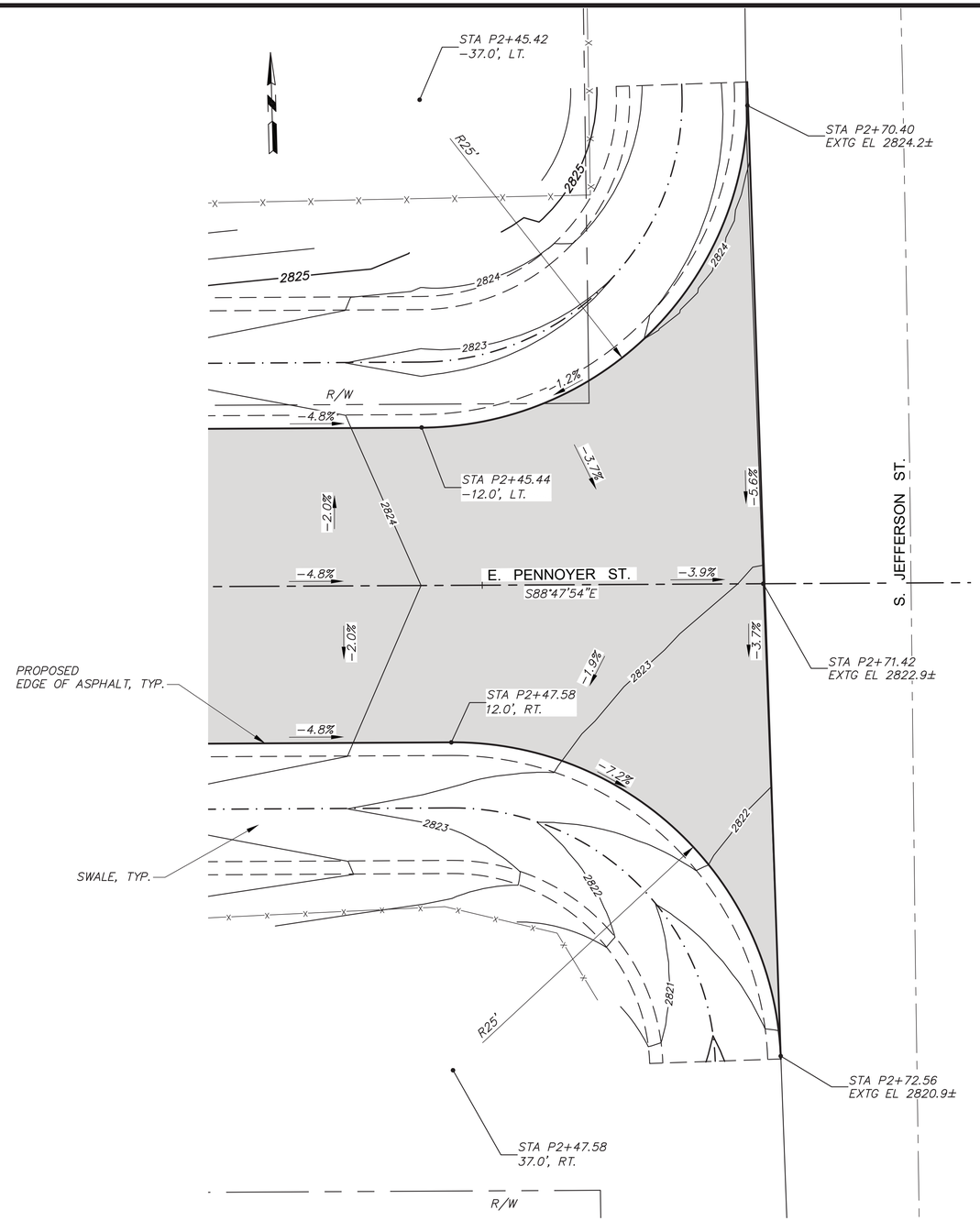

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JOB NUMBER 977-16 DATE 2022
ACAD FILE: 977-76-PH1-R-401.dwg

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CONDON, OREGON
TRIMBLE AND PENNOYER STREET IMPROVEMENTS PHASE I

ROADWAY
INTERSECTION DETAIL

SHEET
R-401
4 OF 5

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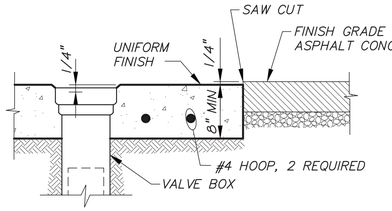
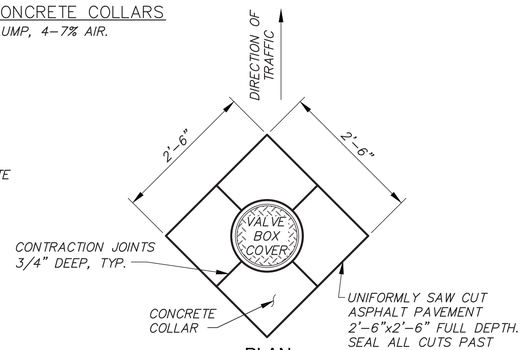
REQUIREMENTS FOR VALVE/BOX CLEANOUT CONCRETE COLLARS

1. CONCRETE: 3/4", 4000 PSI AT 28 DAYS, 2" TO 4" SLUMP, 4–7% AIR.
2. SMOOTH BROOMED FINISH REQUIRED.
3. APPLY CONCRETE CURING COMPOUND.
4. PROTECT FROM TRAFFIC FOR 4 DAYS MINIMUM.



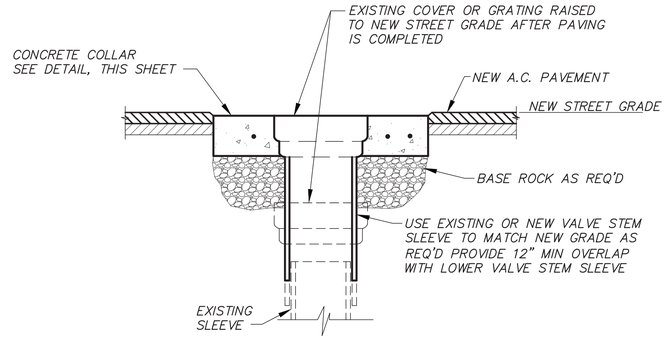
TYPICAL SECTION



PLAN

NOTE
CONCRETE COLLAR REQUIRED IF VALVE BOX GRADE IS ADJUSTED AFTER ASPHALT PAVEMENT WORK IS PERFORMED. IF GRADE ADJUSTMENT OCCURS PRIOR TO ASPHALT PAVEMENT WORK THEN CONCRETE COLLAR IS NOT REQUIRED.

VALVE BOX CONCRETE COLLAR DETAIL
IN ASPHALT PAVEMENT
N.T.S.



RAISED VALVE BOX

EXISTING VALVE BOX/CLEAN OUT ADJUSTMENT
N.T.S.

REGISTERED PROFESSIONAL ENGINEER
64420PE
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2022.07.20 13:46:37-07'00'
OREGON
JAN. 15, 2002
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REVISION	BY	DATE

DESIGNED BY	G. BANNISTER	JOB NUMBER 977-16	DATE 2022
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CONDON, OREGON
TRIMBLE AND PENNOYER STREET IMPROVEMENTS
PHASE I

ROADWAY DETAILS

SHEET
R-501
5 OF 5

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REQUEST FOR BIDS PACKAGE

FOR

CITY OF CONDON, OREGON

TRIMBLE AND PENNOYER STREET IMPROVEMENTS - PHASE 1

2022

ANDERSON PERRY & ASSOCIATES, INC.

La Grande, Redmond, and Hermiston, Oregon
Walla Walla, Washington

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Job No. 977-76

BID FORM

PROJECT: City of Condon, Oregon
Trimble and Pennoyer Street Improvements - Phase 1 - 2022

SUBMIT BID TO: Kathryn Greiner, City Administrator
City of Condon, Oregon
P.O. Box 445 / 128 South Main Street
Condon, Oregon 97823

Bid Due: 2:00 p.m., August 4, 2022
Bid Opening: 2:00 p.m., August 4, 2022

By signing this Bid Form, the Bidder agrees to perform all Work described in the Request for Bids Package, including the Specifications and Drawings. The Bidder agrees that no further examinations, investigations, or data are necessary for the determination of its Bid for performance of the Work in accordance with all requirements for the City of Condon, Oregon - Trimble and Pennoyer Street Improvements - Phase 1 - 2022 project, for the following bid prices:

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
1.	Mobilization/Demobilization (not to exceed 10% of Total Bid Price)	L.S.	XXX	All Req'd	_____
2.	Temporary Protection and Direction of Traffic/Project Safety	L.S.	XXX	All Req'd	_____
3.	Erosion and Sediment Control	L.S.	XXX	All Req'd	_____
4.	Earthwork	L.S.	XXX	All Req'd	_____
5.	Base Rock	Ton	_____	650	_____
6.	Level 2, 1/2-inch Asphalt Concrete Pavement Mixture	Ton	_____	150	_____
7.	Adjust Valve Box to Grade	Each	_____	6	_____
8.	Surface Restoration	L.S.	XXX	All Req'd	_____
				TOTAL BID PRICE	**$_____**

Respectfully Submitted:

_____ _____
Signature Date

_____ _____
Name (Print or Type) Company Name

_____ _____
Title Address - Line 1

_____ _____
Contractor's Oregon Registration Number Address - Line 2

(SEAL - if BID is by a corporation)

Attest_____

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

This agreement is made on the _____ day of _____, 2022, between the **City of Condon, Oregon (Owner)** and _____ **(Contractor)** for completion of the **Trimble and Pennoyer Street Improvements - Phase 1 - 2022** project as outlined in the Owner's Request for Bids (RFB) and the Contractor's Bid dated _____. The Owner's RFB and the Contractor's Bid are attached to and are considered a part of this Agreement.

Owner and Contractor agree as follows:

1. **PROJECT SCOPE** - The Project scope to be completed by the Contractor is outlined in the Owner's RFB.

2. **RESPONSIBILITY FOR WORK -** The Contractor is responsible for the proper performance of Work being completed on the Project. The Contractor is fully responsible for ensuring the Owner receives a fully completed Project to meet the intent of the Owner's RFB.

3. **COMMUNICATION -** The Contractor shall communicate with the Owner or Owner's Representative on a daily basis, and as frequently as necessary, during completion of the Work to discuss work progress, observations, etc.

4. **PAYMENT FOR WORK** - Payment for the Work will be made as stated on the Bid Form. Payment shall be made at the prices stated in the Contractor's Bid Form. One payment shall be made to the Contractor after completion of the Work. The Contractor shall complete all Work as shown on the attached Drawings and described in the Technical Specifications.

5. **LICENSING AND INSURANCE** - The Contractor (and all Subcontractors) shall be bonded and licensed to work in the State of Oregon. The Contractor (and all Subcontractors) shall also maintain workers compensation insurance, general liability insurance, and automobile liability insurance, as required by the State of Oregon. The Contractor shall provide a copy of his licensing and insurance information to the Owner prior to proceeding with the Work.

6. **WAGE REQUIREMENTS** - The Contractor shall comply with all wage requirements as required by the Oregon Bureau of Labor and Industries and applicable provisions of Oregon Revised Statutes (ORS) 279C.800 through ORS 279C.870.

7. **CONTRACT TIME** - The Work shall be completed within the Contract time specified in the Owner's RFB. The Contractor and Owner recognize that time is of the essence of this Agreement, and the Owner will suffer financial loss if the Work is not completed within the time specified. The Owner and Contractor

agree that as liquidated damages for delay, the Contractor shall pay the Owner $500.00 for each calendar day that expires after the time specified for completion.

8. **OWNER MAY TERMINATE FOR CAUSE** - The occurrence of any one or more of the following events will constitute a default by Contractor and justify the Owner to pursue contract termination for cause:

    a. The Contractor's persistent failure to perform the Work in accordance with the Bidding Documents and Technical Specifications (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

    b. Failure of Contractor to perform or otherwise comply with a material term of the Owner's RFB;

    c. Contractor's disregard of Laws, Regulations, or safety procedures of any public body having jurisdiction; or

    d. Contractor's repeated disregard of the authority of Owner, Owner's Representative, or Engineer.

This Agreement is effective on the day and year written above.

Owner	Contractor
City of Condon, Oregon	_____
Name: Jim Hassing	Name: _____
Signature: _____	Signature: _____
Title: Mayor	Title: _____

SPECIFICATIONS

GENERAL REQUIREMENTS

TABLE OF CONTENTS

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GENERAL REQUIREMENTS

A. SUMMARY OF WORK

The Work for this Contract involves reconstructing approximately 250 linear feet of East Pennoyer Street, including installing earthwork, installing 650 tons of aggregate base, constructing 150 tons of asphalt concrete pavement, constructing gravel shoulders, and installing permanent signing, together with all other Work required to complete the Project as shown on the Drawings and specified herein.

B. 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

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

SSPC Steel Structures Painting Council
WWPA Western Wood Products Association

Codes and Acts

MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEPA	National Environmental Policy Act
OAR	Oregon Administrative Rules
RCW	Revised Code of Washington (Laws of the State)
SEPA	State Environmental Policy Act
UL	Underwriters Laboratories, Inc.
WAC	Washington Administrative Code

Federal Agencies

BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
BOR	Bureau of Reclamation
DOD	Department of Defense
FHWA	Federal Highway Administration
LCDC	Land Conservation and Development Commission
NMFS	National Marine Fisheries Service
NRCS	Natural Resources Conservation Service
OSHA	Occupational Safety and Health Administration
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture
USEPA	U.S. Environmental Protection Agency
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service

State Agencies

DEQ	Oregon Department of Environmental Quality
DSL	Oregon Department of State Lands
DWS	Oregon Health Authority - Drinking Water Services
ODF	Oregon Department of Forestry
ODFW	Oregon Department of Fish and Wildlife
ODOT	Oregon Department of Transportation
OWRD	Oregon Water Resources Department
WISHA	Washington Industrial Safety and Health Administration
WSDOT	Washington State Department of Transportation

GENERAL REQUIREMENTS

Units of Measurement and Abbreviation
(Partial Listing)

AC	Asbestos Cement or Asphalt Concrete
ACP	Asphalt Concrete Pavement
BST	Bituminous Surface Treatment
C.I.	Cast Iron
CL	Centerline
C.O.	Clean Out
Cl.	Class
cfm	Cubic Feet Per Minute
Conc.	Concrete
Culv.	Culvert
CY, C.Y., or Cu.Yd.	Cubic Yard(s)
DI	Ductile Iron
Dia.	Diameter
Ea.	Each
Elev., EL, or El.	Elevation
Est.	Estimate or Estimated
Extg.	Existing
F	Fahrenheit
F.F.	Finished Floor
FLG	Flange
fps	Feet Per Second
Ft.	Foot or Feet
gpm	Gallons Per Minute
HDPE	High Density Polyethylene
HMAC	Hot-Mix Asphalt Concrete
Hp	Horsepower
I.D.	Inside Diameter
I/I	Infiltration/Inflow
In.	Inch or Inches
Incl.	Including
Inv.El.	Invert Elevation
Irr	Irrigation
L	Liter
Lb.	Pound(s)
L.F. or Lin.Ft.	Linear Foot (Feet)
LS or L.S.	Lump Sum
Max.	Maximum
MH	Manhole
MJ	Mechanical Joint
Min.	Minimum
MPH	Miles Per Hour

N.T.S.	Not to Scale
O.C.	On Center
O.D.	Outside Diameter
PL	Plate
PVC	Polyvinyl Chloride
psi	Pounds Per Square Inch
Q	Flow Rate
R	Radius
REQD.	Required
RPM	Revolutions Per Minute
R/W	Right-of-Way
S	Sanitary Sewer
SCH	Schedule
SD	Storm Drain
SF, S.F., or Sq.Ft.	Square Foot
Sht.	Sheet
Stl.	Steel
SWL	Static Water Level
SY, S.Y., or Sq.Yd.	Square Yard
TDH	Total Dynamic Head
TM	Test Method
Typ.	Typical
W	Water
WS	Wood Stave

C. PROJECT WORK MEETINGS

The Contractor and/or their superintendent shall meet with the Owner and 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 Construction Administrator shall meet monthly prior to submitting the monthly Application for Payment.

D. PERMITS

The Contractor shall be responsible for obtaining the required permitting, including the cost.

E. MOBILIZATION/DEMOBILIZATION

1. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project Site for the establishment of offices, buildings, and other facilities necessary for Work on the Project, for premiums on bond and insurance for the

Project, special fees, and for other work and operations which the Contractor must perform or costs the Contractor must incur before beginning Work on the Project.

2. Demobilization shall consist of work and operations including, but not limited to, those necessary for the movement of personnel, equipment, and incidentals from the Project Site, as well as preparation of operation and maintenance (O&M) materials, Project closeout, etc.

F. PROJECT SAFETY

1. The Contractor will be constructing the proposed facility on an active, operational street.

2. 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.

3. 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 and City personnel to keep them informed of construction activities that may impact their operations.

4. 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. 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.

5. The Engineer and Owner are not responsible for determining whether proper safety precautions, etc., are being utilized. Should the Contractor fail to furnish the necessary protective measures, the Owner or 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.

6. 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 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. 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.

15. 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 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.

16. 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.

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 Engineer may require Shop Drawings for other items as may be deemed necessary. A

minimum of one PDF copy of each item shall be submitted, unless approved otherwise by the 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 Engineer and to accommodate the rate of construction progress required under this Contract.

3. The Engineer will review each Shop Drawing to the Contractor, with comments noted thereon, within 15 calendar days following their receipt at the Engineer's office. The Contractor shall make any corrections required by the Engineer and shall return the required 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 Engineer on previous submittals. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of the Drawing. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer's review beyond the second submission.

   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 five copies of said revised Shop Drawings to the Engineer.

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

4. 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 Engineer.

   Shop Drawings requirements shall include, but are not limited to:

   a. Aggregate Base

   b. ACP Mix Design

H. REVIEW OF WORK

It is not the intent of the Owner or Engineer to provide continuous or full-time observation of all Work. When required by the Owner, the Contractor shall provide the Owner 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 Contract.

I. REQUEST FOR INTERPRETATION (RFI)

The Contractor may request information or seek clarification concerning the Work from the Engineer utilizing the "Request for Interpretation" form provided at the end of these General Requirements. The Engineer will provide a written response to the RFI utilizing the form within 5 days of receipt of the RFI.

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. 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. Any additional staking requested by the Contractor, replacement of stakes or hubs lost or disturbed by the Contractor or due to vandalism or other reasons, or re-staking required because of improper construction will be done by the Owner at the Contractor's expense or by a licensed professional land surveyor hired by the Contractor. The Owner requires two business days' notice (excluding weekends and holidays) prior to the time the staking is required. The Contractor shall secure the Work area and protect all construction staking.

3. The Owner will provide the following construction staking. All other staking required to construct the Project shall be provided by the Contractor.

   a. Grading of Roadway Subgrade

      Grade cut-fill stakes with RP hubs, at a predetermined offset to centerline, on each side of the roadway will be provided at 50-foot stations for subgrade shoulders and centerline. Upon the Contractor placing, grading, and compacting the subgrade to within ±0.1 foot of design grade, the Owner shall provide grade hubs at the centerline and shoulders at 50-foot stations and at other grade changes.

   b. Base Rock

      Upon the Contractor placing, grading, and compacting the base rock to within 0.1 foot plus or minus of design grade, the Owner shall provide one hub at the centerline and one hub at 12 feet on each side of centerline at 50-foot stations and at all other grade changes for roadway sections.

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 Engineer a minimum of 48 hours' notice prior to working in the vicinity of any such monument that the Contractor may disturb so the Owner can arrange for such monuments to be referenced. When proper notice is provided, the Owner shall have any disturbed monuments restored following construction. Should the Contractor fail to provide adequate notice to the Engineer, the Contractor shall be responsible for the expense of having the disturbed monument restored by a qualified surveyor.

M. EXISTING UTILITIES

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

   a. Power
      Columbia Basin Electric Cooperative
      402 S. Main Street
      Condon, Oregon 97823
      Contact Person: John Irzyk
      Telephone No.: 541-384-2023

b. Water
City of Condon
128 S. Main Street/P.O. Box 445
Condon, Oregon 97823
Contact Person: Gibb Wilkins
Telephone No.: 541-384-2711

2. Known utilities and structures expected to be adjacent to or encountered in the Work are 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 Owner or 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. The "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. No payment shall be made for this work for up to two hours of advanced backhoe excavation work necessary to locate each existing utility at each specific site. The Work shall include all labor, equipment, etc., necessary to perform the location work. These costs shall be understood to be included in the Contract Prices. Should the Contractor be unable to locate the existing utility after its location has been marked by the appropriate utility company and diligent effort made by the Contractor to locate the utility including up to two hours of backhoe excavation work for each utility at each location site, the Contractor may be entitled to additional compensation as outlined hereafter. When prior notice has been given to the Engineer and the Engineer gives approval, the Contractor shall be paid for all additional backhoe excavation work required to locate the utility on an hourly basis through an approved Change Order. Any additional potholing work performed by the Contractor without prior written approval of the Engineer will not be paid for.

4. If a conflict develops between the design line and grade of a pipeline or Project improvement and an existing utility, the Engineer may adjust the pipeline grade 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 Engineer. The Contractor shall perform all relocation work required by the Engineer. If the Contractor performs the relocation work, a Change Order shall be negotiated prior to any actual work unless payment for the work is specified otherwise.

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.

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. 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 Engineer.

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

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

   e. 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.

   f. The Contractor will be paid for the cost of repair and damages when existing utilities encountered during the performance of the Work were not previously located by the utility as required by the Call Before You Dig notification system, where existing utilities were farther than four feet away on either side of the

marked location, and where damage to the utilities occurred due to no negligence of the Contractor.

g. If the Contractor fails to make immediate repairs and provide service as required, the Owner may have said Work performed by others and deduct the cost of said Work from payment to the Contractor.

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 D1557.

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 Engineer determines that Work is not being diligently completed, the Engineer shall request the Contractor to complete said Work.

2. The Contractor shall be constructing the proposed facility on an active, operational community golf course. 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.

   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 Owner shall have the right to perform such Work at the expense of the Contractor and withhold the cost from the Contractor's payments.

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.

END OF SECTION

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE				DATE	NO.
SECTION 1 – REQUEST REVIEW OF THE FOLLOWING ITEMS *(This section will be initiated by the Contractor)*					
TO ENGINEER:		FROM CONTRACTOR:		PROJECT	CHECK ONE: ☐ THIS IS A NEW TRANSMITTAL ☐ THIS IS A RESUBMITTAL OF TRANSMITTAL
ITEM No.	DESCRIPTION OF ITEM SUBMITTED *(Type, size, model number, etc.)*	MFR. OR CONTR. CAT. CURVE DRAWING OR BROCHURE NO.	No. OF COPIES	CONTRACT REFERENCE DOCUMENT SPEC. SECTION NO.	CONTRACT REFERENCE DOCUMENT DRAWING SHEET NO.	COMMENTS
REMARKS NOTE: Contractor shall note any variations from requirements of the Contract Documents.				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. NAME AND SIGNATURE OF CONTRACTOR		

REQUEST FOR INTERPRETATION

RFI No. _____

Date:

Owner:

Contractor:

Engineer: **Anderson Perry & Associates, Inc.**

Project: **Trimble and Pennoyer Street Improvements - Phase 1 - 2022**

Contractor requests interpretation concerning the following: (Describe request in detail.)

Reference: _____ _____

Specifications Drawing(s)/Detail(s)

_____ _____

Print Name Date

_____

Signature

Engineer's response to this RFI is as follows:

_____ _____

Print Name Date

_____

Signature

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TECHNICAL SPECIFICATIONS

SECTION 1

TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

PART 1 - GENERAL

1.1 Scope

A. General

These Technical Specifications cover temporary protection and direction of traffic, including accommodations for public traffic and work zone traffic control. The Work includes, but is not limited to, preparing and following a traffic control plan; providing temporary traffic control measures; and furnishing, installing, and maintaining temporary traffic control devices.

B. Work Zone Traffic Control

1. This work consists of providing temporary traffic control measures (TCM) and furnishing, installing, moving, operating, maintaining, inspecting, and removing traffic control devices (TCD) throughout the Project area according to the Project Drawings and Specifications, the Oregon Standard Drawings, the traffic control plan (TCP) for the Project, or as described.

2. All traffic control devices such as temporary signing, barricades, barriers, guardrail, attenuators, pedestrian fencing, lights, cones, temporary pavement striping, etc., required to warn, protect, or direct the public during the life of the Contract shall be furnished, installed, moved, and removed by the Contractor. When conditions warrant their use, flaggers and/or pilot cars 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.

3. The Engineer and Owner are not responsible for determining whether proper traffic control devices are being utilized. Should the Contractor fail to furnish, maintain, and replace the necessary traffic control devices, the Owner or Engineer may, but shall not be required to, bring to the Contractor's attention, by written notice, such failure, and the Contractor shall undertake such corrective measures as is proper.

1.2 Abbreviations

ADT	Average Daily Traffic
ODOT	Oregon Department of Transportation
QPL	Qualified Products List (ODOT)

TCD	Traffic Control Devices
TCM	Traffic Control Measures
TCP	Traffic Control Plan
TCS	Traffic Control Supervisor
TSS	Temporary Sign Support
PCMS	Portable Changeable Message Sign

1.3 Definitions

A. Oregon Standard Specifications for Construction

Oregon Department of Transportation Standard Specifications for Construction, current edition.

B. Traffic Control Devices (TCD)

Signs, signals, markings, and other devices placed on or adjacent to a road to regulate, warn, or guide traffic.

C. Traffic Control Measures (TCM)

Elements of the TCP including, but not limited to, TCD, personnel, materials, and equipment used to control traffic through a work zone.

D. Traffic Control Plan (TCP)

A written and drawn plan for handling traffic on a specified roadway through a work zone.

E. Work Zone

An area within roadway construction, maintenance, or utility work activities.

1.4 Standards

Use and follow the current edition of the ODOT "Sign Policy and Guidelines for the State Highway System," the current edition of the "Manual on Uniform Traffic Control Devices (MUTCD)," these Specifications, and the Oregon Standard Drawings in designing, applying, installing, maintaining, inspecting, and removing traffic control devices.

TECHNICAL SPECIFICATIONS

SECTION 1

TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC

1.5 Applicability

Items specified in this Technical Specification are intended to be broad in scope and may not always apply to all items of Work to be constructed. All applicable sections, as determined by the Engineer, shall control the Work outlined in the Drawings and Specifications.

1.6 Traffic Control Plan

The Contractor shall prepare a written Traffic Control Plan and submit it to the Engineer a minimum five days before the pre-construction conference for review by the Engineer. The TCP shall show all Traffic Control Measures and all Traffic Control Devices. The Contractor shall describe the order and duration of TCM for all phases of the construction work.

PART 2 - MATERIALS

2.1 Traffic Control Devices

A. General

1. The Contractor shall use new or like-new TCD for all installations unless otherwise specified. All TCD shall conform to Section 00220 through 00228 of the Oregon Standard Specifications for Construction, current edition. Provide test results and quality compliance certificates, equipment lists, and drawings when specified.

2. Acceptance will be based on the ODOT QPL, test results, quality compliance certificates, equipment lists, drawings, and testing as necessary to ensure compliance with the Specifications.

B. The Contractor shall use Category I, Category II, and Category III TCD conforming to the National Cooperative Highway Research Program (NCHRP) Report 350. Category I devices are low-mass devices including, but not limited to, conical markers, tubular markers, plastic drums, and delineators. Category II devices include, but are not limited to, barricades and sign supports. Category III devices include, but are not limited to, impact attenuators, end treatments, and concrete barriers.

C. Temporary Signing

1. The Contractor shall use new temporary signs and accessories. Use materials and fabricate signs conforming to Oregon Standard Specifications - Section 00222.

2. Use standard size and shape signs conforming to the current edition of the MUTCD and "Sign Policy and Guidelines for the State Highway System" unless otherwise specified or ordered.

3. Double-face signs will not be allowed except for flagger "STOP/SLOW" sign paddles.

4. Use Type "00" signs unless otherwise indicated in this Section or in the TCP.

D. Other TCD

Provide TCD as specified or as required for the work zone traffic control that may include:

1. Temporary Sign Supports (TSS)
2. Amber Flashers
3. Sign Flag Boards
4. Temporary Barricades
5. Guardrail Barrier
6. Concrete Barrier
7. Impact Attenuators
8. Barrier and Guardrail Mounted Reflectors
9. Glare Shields
10. Temporary Pedestrian Fencing
11. Temporary Traffic Delineation
12. Tubular Markers
13. Conical Markers
14. Surface Mounted Tubular Markers
15. Plastic Drums
16. Delineators
17. Pavement Markers
18. Reflective Pavement Markers
19. Flexible Oiling Pavement Markers
20. Flexible Overlay Pavement Markers
21. Temporary Tape
22. Striping
23. Temporary Illumination
24. Temporary Traffic Signals
25. Sequential Arrow Signs
26. Portable Changeable Message Signs

27. Temporary Illumination for Nighttime Flaggers
28. Pilot Cars

PART 3 - EXECUTION

3.1 Accommodations for Public Traffic

A. Scope

This work consists of maintaining facilities to accommodate public traffic through and within the Project area. Public traffic includes motor vehicles, bicycles, and pedestrians. The Contractor's responsibilities for accommodating public traffic begin on the day any on-site work begins within the Project limits. Provide for the safety and convenience of the public and:

1. Be responsible for damages to property, injury to persons, loss, expense, inconvenience, and delay caused by or resulting from any act, omission, or neglect of the Contractor, the Contractor's Subcontractors and Suppliers, or their employees while performing the Work.

2. Conduct Work at all times for the least possible interference with or hazard to the traveling public and residents affected by the Project.

3. Do not perform Work that would restrict or interrupt traffic movement on opposite sides of the traveled way at the same time.

4. Keep the existing lanes of traffic open and in operation through the Project at all times, except one lane may be closed to traffic in the immediate work area, but only during hours Work is actually being performed. All lanes may be closed to traffic on a limited basis when approved by the Owner.

5. Do not stop or hold vehicles or block driveways, intersections, or connections for more than 20 minutes unless otherwise authorized in writing.

6. Submit proposed methods and lane closure times in each instance to the Engineer for approval with ample time to allow the traveling public to be notified through the news media.

7. Obtain the Engineer's approval before closing any lanes.

8. Do not close any lane until the area is signed according to the requirements of this Section.

9. Park construction equipment, vehicles, and stockpile material at least 30 feet from the traveled way. If this is not possible, protect the equipment, vehicles, and stockpiled material with barriers or other satisfactory means.

10. Provide and maintain in a safe condition temporary access to business and residence driveways, temporary intersections, and temporary connections with roads, streets, bikeways, sidewalks, and footpaths.

11. Provide protection from work areas.

12. Allow emergency vehicles immediate passage at all times.

B. General Requirements

Provide the following for public traffic in all construction areas:

1. Traffic Nuisance Abatement

If loose rock or dust exists on roadway surfaces and shoulders, the Contractor shall do one or more of the following:

a. Use pilot cars and/or flaggers.

b. Apply a fine spray of water to the surface.

c. Broom paved surfaces with power brooms.

2. Detours and Stage Construction

Construct and remove, if required, detours, stage construction roadways, shoulders, and temporary bridges, including accessory features shown on the Drawings.

3. Driveways

While working on subgrade and other construction, provide adequate access to businesses, residences, intersections, and connections as follows:

a. Replace and maintain temporary aggregate driveways, approaches, crossings, and intersections as needed.

b. Use reasonably well-graded aggregate material.

c. Before placing the permanent base, do one of the following:

1) Uniformly spread the temporary aggregate material over the subgrade.

2) Remove and place the temporary aggregate material in the shoulder slope area if it meets quality requirements.

3) Dispose of the temporary aggregate material in a satisfactory manner.

4. Adjacent to Excavations

Where paved shoulders adjacent to excavations are less than 4-feet wide, protect the traffic as follows:

a. At the end of each working day, backfill pavement edge excavations to the elevation of the existing pavement with permanent base material or with a temporary wedge of aggregate as shown on the Drawings.

b. Do not excavate along both edges of the pavement adjacent to traffic at the same time. Before excavating at the edge of the pavement on the opposite side of the roadway, complete the construction to existing pavement elevation on the side that was excavated first.

c. Remove the temporary wedge of aggregate material, if used, before placing permanent base material, and place it in the shoulder slope area or spread it uniformly over the subgrade.

C. Surface Maintenance Responsibilities

Provide adequately maintained accommodations at all times for public traffic through and within the Project.

1. The Contractor shall be responsible for maintaining surfacings during construction at the Contractor's expense including the following:

a. Keeping surfaces being used by public traffic free of dirt, mud, or other harmful materials.

b. Repairing damage to surfaces caused by the Contractor's operations.

c. Maintaining any detour or stage construction surfacing not constructed as specified or directed.

2. The Owner will be responsible for the following during construction at Owner's expense:

a. Maintaining surfacings and shoulders in existence at the start of the Project that have not been damaged by Contractor operations.

b. Maintaining surfaces of detours and intermediate stage construction during the time they are being used by public traffic, but only if constructed according to the Drawings or as directed.

c. Sanding icy pavements and removing the sand residue.

d. Removing snow from traveled ways as required to accommodate public traffic.

3. Work Suspensions

During work suspensions, the Contractor shall maintain surfacings for which the Contractor is responsible and shall maintain work zone traffic control.

a. Suspensions Due to Fault of the Contractor.

If the suspension is due to any cause within the control or responsibility of the Contractor, including failure to perform any provisions of the Contract or correct conditions unsafe for the general public, workers, or Owner's employees, then the Contractor shall do the following:

1) Assume sole responsibility for making provisions for traffic acceptable to the Engineer.

2) Be solely responsible for the costs of maintaining surfaces under traffic, the Work, and work zone traffic control during the suspension.

b. Suspensions Due to Other Causes

If the Work is suspended due to winter seasonal conditions or any cause not related to any fault or negligence of the Contractor, the Contractor shall:

1) Place uncompleted traveled ways, shoulders, driveways, approaches, connections, and detours necessary for traffic in a maintainable, acceptable condition.

2) Be responsible for the Work.

3) Be responsible for work zone traffic control.

The Owner will then assume responsibility for maintenance of the roadway surfaces during "Suspensions Due to Other Causes."

D. Opening Sections to Traffic

1. When it is in the public interest, the Owner may request any portion of the Work be opened to traffic. If the portion opened to traffic has been finished in an acceptable manner, it will be designated as "accepted for traffic," and the Contractor will be relieved of maintaining it for legal public traffic. If the portion of the Work to be opened to traffic has not been finished in an acceptable manner, it shall be maintained by the Contractor in a condition serviceable and adequate for traffic until it is finished in an acceptable manner except when the Work is suspended due to winter seasonal conditions or any cause not related to any fault or negligence of the Contractor.

2. The Owner may request the Contractor maintain portions of the Work designated "accepted for traffic" via a Change Order. The Contractor shall maintain portions of the Work open to traffic but not "accepted for traffic" at no additional compensation.

3. The "accepted for traffic" portion(s) of the Work will:

   a. Be accepted only to the extent the Contractor is relieved of maintaining these portions for legal public traffic after acceptance.

   b. Not entitle the Contractor to reduction of retainage.

   c. Not relieve the Contractor's responsibility for damages to the Work from causes other than legal public traffic.

   d. Not constitute a waiver of any provision of the Contract.

4. If the Contractor delays the completion of shoulders, drainage structure, or other features of the Work, the Owner may request all or any portion of the

Work to be opened to traffic. In this case, the Contractor shall be responsible for maintenance during the period the Work is open to traffic until final acceptance. The Contractor shall conduct the remaining operations to cause the least obstruction to traffic and bear all additional costs caused by the presence of traffic.

5. In addition, no payment will be made for costs incurred by the Contractor because of:

   a. Inconvenience,

   b. Additional length of travel to conform to established traffic patterns and planned access features, or

   c. Compliance with Laws and Regulations governing traffic and load limitations.

6. Costs anticipated because traffic will be using portions of the Work will be included in the Contract prices for the various items of Work involved.

3.2 Work Zone Traffic Control

A. General Requirements

The Contractor shall be responsible to provide and maintain all TCM. The Engineer may verbally or in writing require immediate changes to the TCM being used on the Project. The Contractor shall immediately make these changes. The Contractor shall submit all proposed TCM revisions to the Engineer for review.

1. The Contractor shall not start Work on any stage of construction until the TCP has been reviewed, all TCM are in place, and the TCP is operating satisfactorily. During construction, the Contractor shall determine if additional TCD are required in addition to those in place and immediately notify the Engineer. The Contractor shall immediately make changes as required, but shall not place or remove devices without prior notice to the Engineer.

2. After TCD have been accepted in place on the Project, the Contractor shall inspect and maintain the condition of the devices.

3. The Contractor shall immediately correct any unsafe conditions. TCM may be performed by the Owner if the Contractor fails to correct an unsafe condition.

Costs for Work performed by the Owner will be deducted from monies due the Contractor. In any case, the Contractor has sole responsibility for public safety.

4. The Contractor shall provide TCM outside the Contract limits when required.

5. All electrical equipment, materials, and Work shall conform to National Electric Code requirements and any other Laws and Regulations that apply.

B. Routing Traffic Over Surfacings

When allowed by the TCP, control traffic being routed over newly constructed surfacings as follows:

1. Aggregates

Control traffic over aggregate surfacings with flaggers or flaggers and pilot car(s).

2. Asphalt Concrete

Control traffic over asphalt concrete shall be according to Technical Specifications - "Road Work."

C. Flaggers

1. Use flaggers, a Traffic Control Supervisor (TCS), signal operators, and pilot car operators who have:

a. The mental and physical ability to provide timely, clear, and positive guidance.

b. A sense of responsibility for safety of public and work crew.

c. A neat appearance.

d. A courteous but firm manner.

e. Completed an approved work zone traffic control and flagging course within the past three years and have in their possession a current, valid certificate verifying their training.

2. Equip flaggers as follows:

    a. Clothing to cover the complete body except head, neck, and arms below the point of the shoulders.

    b. A retroreflective vest colored orange, yellow, strong yellow green, or a fluorescent version of these colors. The retroreflective material shall be orange, yellow, white, silver, strong yellow green, or a fluorescent version of one of these colors, and shall be visible at a minimum distance of 1,000 feet. The vest shall be designed to identify the wearer as a person and be visible through the full range of body motions.

    c. A fluorescent yellow-green, orange, yellow, or bright white hard hat or baseball-style cap.

    d. Hard hats to be worn when there is danger of failing or flying objects or electrical shock or burns.

    e. Highly visible "STOP/SLOW" sign paddles conforming to the MUTCD and fabricated using encapsulated lens reflective sheeting or brighter.

    f. Portable, self-contained two-way radio with a range suitable for the Project.

    g. Illuminated stand area of high visibility at night.

D. Traffic Control Supervisor

1. The Contractor shall appoint a trained person on the Project Site during working hours and on call at all other times who:

    a. Is responsible to maintain all TCD in proper position and condition.

    b. Is equipped with a two-way radio with a range suitable for the Project.

    c. Has the authority to assign and control flagging operations.

    d. Files his/her name and telephone number with the Engineer and local police

2. The TCS shall personally perform all duties of the TCS.

3. The TCS shall have completed an approved work zone traffic control supervisor and flagging course within the past three years and have in their possession a current, valid certificate verifying their training as a TCS by an Oregon State TCS Certification Class Approved training course.

4. The Contractor shall equip the TCS as follows:

   a. Clothing, vest, hard hat, or cap equivalent to that of flaggers.

   b. A portable, self-contained two-way radio with a range suitable for the Project.

   c. A cellular telephone that is active 24 hours a day.

   d. A vehicle that is equipped with a roof or post mounted rotating amber light.

E. Construction

The Contractor shall install, inspect, move, operate, maintain, and remove temporary TCD according to the Drawings, these Specifications, and Sections 00222 through 00225 of the Oregon Standard Specifications for Construction.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Basis

See Technical Specifications - "Measurement and Payment" for a description of the basis of measurement and payment for Work performed under this Contract.

END OF SECTION

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TECHNICAL SPECIFICATIONS

SECTION 2

ROAD WORK

PART 1 - GENERAL

1.1 Scope

These Specifications cover the construction, reconstruction and overlaying of streets and roads. Work shall include furnishing all equipment, materials, labor, etc., as required to complete the required improvements. Items specified in this Technical Specification are intended to be broad in scope and may not always apply to all items of Work to be constructed. All applicable sections, as determined by the Engineer, shall control the Work outlined in the Drawings and Specifications.

1.2 Submittals

A. Materials Certification and Testing

1. The Contractor shall submit Samples of the material to be utilized on the Project to the Engineer for review. The Contractor shall also submit copies of appropriate test data that demonstrates that the materials meet the suitability requirements of the Specifications.

2. The Contractor will be responsible for performing quality control testing (see the General Requirements) and for providing certification to the Engineer that the materials meet the requirements of the Specifications.

3. Materials found to be outside of the specification limits shall be replaced with suitable material at no expense to the Owner.

1.3 Construction Staking

See the General Requirements.

PART 2 - MATERIALS

2.1 Water for Compaction

The Contractor shall be responsible for obtaining, transporting and the application of the water. The Owner will allow the Contractor to use water from the existing water system when a water system exists, provided the Contractor follows the requirements set forth by the Owner.

TECHNICAL SPECIFICATIONS

SECTION 2

ROAD WORK

2.2 Base Rock

Base rock shall conform to the requirements of Section 02630 - Base Aggregate, "Oregon Standard Specifications for Construction," current edition, for dense graded aggregate as modified hereafter. Acceptable gradation includes 1"-0 or 3/4"-0 as selected by the Contractor.

2.3 Soil Sterilant

The sterilant shall be Pramitol 5PS as manufactured by Makhteshim Agan of North America, Inc., Monobor-chlorate, or approved equal and shall be applied in accordance with the manufacturer's or Supplier's recommendations to adequately sterilize the base.

2.4 Asphalt Tack Coat

A. The material is to be CRS-1 or CSS-1 emulsified asphalt unless otherwise approved.

B. Furnish emulsified asphalt meeting the requirements of ODOT's publication "Standard Specifications for Asphalt Materials." Copies of the publication are available from the ODOT Pavement Services Engineer. The applicable Specifications are those contained in the current publication on the date the Project is advertised. The materials may be conditionally accepted at the source or point of loading for transport to the Project.

C. Excessive delay in the use of the emulsified asphalt or excessive pumping of the emulsified asphalt may significantly reduce the viscosity and may make the material unsuitable for tack coat use. For this reason, limit pumping between the bulk storage tank, hauling transportation, field storage tanks, and distributors to an absolute minimum to maintain proper viscosity. Final acceptance of emulsified asphalt will be at the point of application.

D. Dilution of the tack coat material may be allowed to a maximum 1:1 ratio. Determine the proportion of water to be added to the emulsified asphalt. Do not dilute the emulsified asphalt until the Engineer approves the dilution ratio. Add the water to the emulsified asphalt and mix according to the asphalt Supplier.

2.5 Asphalt Concrete Pavement

A. General

Asphalt concrete pavement (ACP) shall consist of a mixture of asphalt cement, graded aggregate, and additives as required. The use of ACP in this section refers to either hot mix or warm mix asphalt concrete. ACP shall be plant mixed into a uniformly coated mass, hot laid on a prepared foundation and compacted to the specified density.

B. Asphalt Concrete Pavement

Materials shall be in accordance with "Section 00744 - Asphalt Concrete Pavement" and related sections of the Oregon Standard Specifications for Construction, current edition, supplemented and modified as follows:

1. Add the following to subsection 00744.02 Definitions:

   The terms "Agency" and "Owner" may be used interchangeably in this Technical Specification.

2. Project Mix Requirements

   a. Level 2 ACP
   b. 1/2-inch Dense Graded
   c. Asphalt Cement PG 70-28 or 64-28

3. Add the following to the end of subsection 00744.11:

   Testing of the asphalt cement used on this Project will be at the discretion and expense of the Owner.

4. Add the following to subsection 00744.13 - Job Mix Formula Requirements:

   A previously prepared JMF will be allowed, provided adequate test data are available to document the suitability of the mix, the Contractor can document that the same materials are being used, the JMF was prepared within the last 12 months, and the JMF meets the requirements of these Specifications. Copies of the results of tests made on the mix during production on previous projects shall also be submitted if any are available.

   Do not begin production on the Project until the JMF is reviewed by the Engineer and written consent is provided to proceed. A new JMF is required if the asphalt cement grade, any additives, or the source of the aggregate change during production. Provide a JMF for the Project meeting the following criteria:

PART 3 - EXECUTION

3.1 Earthwork

A. Clearing and Grubbing

1. Clearing and grubbing shall include the removal and disposal of any obstructions, such as existing curbs, sidewalks, pavement, culverts, fences, etc., and organic material such as trees, tree stumps, brush, hedges, vegetation, roots, rubbish, posts, fences, topsoil, and any other obstacles or materials in the construction area which would prevent completing the Project, and which are unsuitable for road work construction.

2. All vegetation and rubbish shall be removed and disposed of by the Contractor in conformance with the requirements of local authorities controlling air pollution and solid waste disposal.

B. Roadway Excavation

1. Prior to any excavation, the area to be excavated shall be cleared and grubbed.

2. Roadway excavation shall consist of the excavation, haul, and satisfactory disposal of all materials taken from within the right-of-way for the construction of embankments, subgrade, shoulders, intersections, ditches, waterways, entrances, approaches (including excavation at private entrances outside the right-of-way), curbs, sidewalks, and incidental work, in accordance with the Technical Specifications and the lines, grades, and cross sections shown on the Drawings, and as required by the Engineer.

C. Embankments

1. Prior to construction of any embankment, the area beneath the embankment and the areas from which embankment material will be obtained shall be cleared and grubbed. The existing soil beneath the embankment shall then be compacted to 90 percent of maximum density as determined by ASTM D1557 for a minimum of 6 inches below ground surface. Any unsuitable material shall be removed prior to placement of any embankment.

2. Upon completion of the embankment foundation, embankment material shall be placed in horizontal lifts and compacted to 90 percent of ASTM D1557. Embankment lift depth shall not exceed the capability of compaction equipment being used to achieve the required compaction for the full depth of each lift. The

embankment material shall be native or import free of vegetative or organic matter, boulders 6 inches or larger in diameter, or frozen material and shall be at or below optimum moisture content at the time of placement. Depending on the type of embankment material, the Contractor may have to scarify, aerate, water, or take other actions as necessary to bring soils to proper moisture in order to achieve the required compaction.

3. The embankment shall be brought to the lines and grade required on the Drawings and as established by the Engineer. Any unsuitable material which may have been used in constructing the embankment shall be removed and replaced with suitable material and compacted at no cost to the Owner.

D. Roadbed Cuts

1. In roadbed cuts, the subgrade material shall be compacted to 90 percent of maximum density as determined by ASTM D1557 for a minimum of 6 inches below the top of the subgrade.

2. Depending on the type of material encountered, the Contractor may have to scarify, aerate or water, over-excavate, or take other actions as necessary to bring soils to proper moisture in order to achieve the required compaction.

E. Balancing Earthwork

1. It shall be the Contractor's responsibility to make their own determination of quantities required to complete the Work. Any imbalance in the actual earthwork which may occur shall be adjusted by either of the following methods.

   a. When sufficient material is not available from the excavation areas to construct the embankments, the Contractor shall arrange for and obtain borrow material to complete the Work. Borrow material shall be equal to or better than the on-site embankment material.

   b. When excess material exists beyond that required to complete the embankments, the Contractor shall dispose of the excess material at a location selected by the Contractor outside of the Project boundaries.

F. Finishing of Subgrade

1. All roadbeds, ditches, and other excavations and embankments shall be trimmed accurately to the lines, grades and cross sections as shown on the Drawings and

established by the Engineer and shall be finished in a thoroughly workmanlike manner to within plus or minus 0.05 foot of the required grade.

2. Upon completion of the subgrade and prior to placement of the base rock, the Contractor shall load test the finished subgrade surface. The load test shall consist of slowly driving a loaded dump truck over the road surface. The dump truck shall have a minimum capacity of 10 cubic yards. The Engineer and Contractor shall note and mark any soft areas. The Contractor shall excavate out and either replace unsuitable material or properly compact all soft areas in order to provide a firm base that conforms to the Specifications. Any soft areas that occur as part of the Project because of over-watering, improper compaction, weather, etc., shall be replaced at no cost to the Owner. If the soft areas are due to existing condition beyond the Contractor's control, such as existing water lines leaking, swampy areas, springs, etc., then the Contractor will be additionally compensated either by utilizing established unit prices, or by approved Change Order.

3. When determined necessary by the Engineer, and after significant effort has been made by the Contractor to process and compact native and subgrade soils, the Contractor shall perform subgrade stabilization work. All subgrade stabilization work must be authorized in writing by the Engineer before the Work is performed. Any Work performed by the Contractor without written approval will not be paid for.

G. Dust and Mud Control

1. The Contractor shall be responsible for controlling dust and mud caused by their operations. This shall include, but not be limited to, street work, trench work, shoulder work, sidewalk work, driveways, connecting streets, etc. The Contractor shall be responsible for controlling dust on the roadway surface until the time asphalt pavement is placed.

2. Dust and mud control performed by the Contractor is considered a normal part of the construction Project. No measurement or payment shall be made for this Work. If the Contractor fails to properly control the dust and mud, the Engineer may request the Contractor to do so in writing. If, after 24 hours from this request, the Contractor has not corrected the dust or mud problem, the Owner may elect to have the corrective work performed and deduct the cost of dust and mud control or removal from payments owed the Contractor on the Project.

3.2 Base Rock

A. Scope

Base rock shall be placed to the lines, depths, and grades shown on the Drawings. Prior to placement of the materials, each succeeding lift, i.e., subgrade, base, etc., shall be properly constructed and reviewed by the Engineer.

B. Construction

1. The construction procedure here described shall be understood to apply to each of the courses and/or layers of which the road base is to be constructed. The construction of the road base shall not be limited to the construction of the main roadway to which the Contract applies, but shall include the construction of base on approach roads, driveways, connecting roads and connecting streets as shown on the Drawings.

2. After the subgrade is brought to the proper line, cross section and compaction, the aggregate materials shall be spread and shaped as required. The spreading and shaping of the aggregate materials shall be so performed as to prevent separation of the coarser material from the finer materials including the use of adequate water.

3. The aggregate materials shall be brought to proper moisture content as required for compaction and compacted to 95 percent of maximum density as determined by ASTM D1557.

4. The finished surface when tested with a 10-foot straightedge shall not vary from the testing edge by more than 0.05 foot at any point.

5. Following construction of each lift, the Contractor shall do such blading, brooming, watering, and other work as necessary to prevent raveling and rutting. These operations are to be continued as required until the lift is covered by a following lift or until all Work to be done under the Contract is completed. If the required compacted depth of the base rock exceeds 6 inches, it shall be constructed in two or more lifts, each lift not exceeding 6 inches in depth.

6. Upon completion of the aggregate materials and prior to placement of asphalt concrete pavement, the Contractor shall load test the finished base surface. The load test shall consist of slowly driving a loaded minimum 10 yard dump truck over the road surface. All soft areas shall be noted. The Contractor shall excavate

and/or compact all soft areas in order to provide a firm base that conforms to the requirements of the Technical Specifications. This Work shall be done at the Contractor's expense.

7. Gravel shoulders when required shall be constructed as a part of construction of the base and are not to be added on after completion of asphalt paving. The finished gravel shoulder shall be graded, trimmed and compacted to the required lines, grades and cross sections in a neat manner leaving the gravel shoulder flush with the edge of the asphalt pavement. Coarse segregated aggregate shall not be used in the construction of gravel shoulders. All such non-specification material shall be removed and replaced with specification material.

3.3 Soil Sterilant

A. Upon completion of the base and prior to placement of asphalt concrete, the Contractor shall apply a soil sterilant to the surface of the base.

B. The applicator shall be licensed by the State of Oregon for the class of herbicide utilized. Any damage to adjacent areas caused by the sterilant shall be repaired by the Contractor at no expense to the Owner.

3.4 Pre-paving Conference

At least one week before paving is scheduled to begin, the Contractor will set up a pre-paving meeting between the Contractor and the Owner's representative. If a paving Subcontractor is being used they shall also be present. The intent of the meeting is to allow the Engineer and the Contractor to jointly review the proposed method of operation, equipment, personnel, mix, schedule, etc., along with the Project Specifications.

3.5 Asphalt Concrete Pavement

A. Scope

After satisfactory completion of the base, the Contractor shall place and compact the asphalt concrete pavement to the lines, grades, thicknesses, and cross-sections shown on the Drawings and as established by the Engineer.

B. Construction

Construction shall be performed in accordance with "Section 00744 - Asphalt Concrete Pavement" and related sections of the Oregon Standard Specifications for Construction, current edition, supplemented and modified as follows:

1. Delete subsections 00744.16 and 00744.17 and replace with the following:

   00744.16 Sampling and Testing - Perform sampling and testing according to the "Quality Control" section of the General Requirements.

2. Replace Section 00744.30 with the following:

   00744.30 Paving Crew - Only trained and experienced personnel shall be used on the paving crew performing the Work. The Contractor shall submit to the Engineer, prior to the pre-paving conference, job assignments, experience history, and training background for all members of the paving crew. Untrained and inexperienced personnel may not be used. The Engineer may request personnel be replaced if it cannot be demonstrated that they have the proper training and experience to be a part of an experienced crew. The paving superintendent and paving machine operator shall have at least three years experience, and the roller operators shall have at least one year of experience.

3. Replace Section 00744.40 with the following:

   00744.40 Season and Temperature Limitations - Place ACP when the temperature of the surface that is to be paved is not less than the temperature indicated, unless approved by the Engineer:

Nominal Compacted Thickness of Individual Lifts and Courses as shown on the typical section of the plans	**All Levels**
	Surface Temperature*
Less than 2 inches	60°F
2 inches - 2 1/2 inches	50°F
Greater than 2 1/2 inches	40°F
Temporary	40°F

   * Do not use field burners or other devices to heat the pavement surface to the specified minimum temperature unless approved.

   If placing ACP between March 15 and September 30, temperature requirement may be lowered 5°F.

4. Delete the following subsections:

   a. 00744.80
   b. 00744.90

3.6 Adjustment of Utility Covers to Grade

The Contractor shall adjust the tops of all existing manholes, valve boxes and other utility covers as required to bring the covers or gratings of the structures to the grade required by the improvement involved. The method of adjustment shall be shown on the Drawings or as approved by the Engineer. The Contractor shall repair any of these structures which are damaged during performance of the Work at no cost to the Owner.

3.7 Drainage Ditches

Drainage ditches shall be constructed in the locations shown on the Drawings in accordance with the details and as specified herein.

3.8 Restoration, Finishing, and Cleanup

A. Prior to the final inspection of the Work, the Contractor shall restore or replace all paved surfaces, graveled surfaces, curbing, sidewalks, trees and shrubbery, lawns, pastures and fences, or other existing facilities disturbed or damaged by their Work.

B. The Contractor shall cleanup and leave in a neat, orderly condition the right of way, and other property occupied in connection with the Work.

C. The Contractor shall reshape, clean out ditches, retrieve shoulders and slopes, and do all other work required to bring the Project to the final lines, grades, and condition called for. The finished Project shall be clean and neat in its final appearance.

D. See Technical Specifications - "Surface Restoration" for additional requirements.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Basis

See Technical Specifications - "Measurement and Payment" for a description of the basis of measurement and payment for Work performed under this Contract.

END OF SECTION

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TECHNICAL SPECIFICATIONS

SECTION 3

SURFACE RESTORATION

PART 1 - GENERAL

1.1 Scope

A. The Contractor shall perform all Work and furnish all materials to restore the work area including any gravel, asphalt, concrete, lawn, fences, or any other surfaces or items damaged or disturbed by their construction operation. Surface restoration shall follow as closely as possible the backfill and compaction of excavations.

B. Items specified in this Technical Specification are intended to be broad in scope and may not always apply to all items of Work to be constructed. All applicable sections, as determined by the Engineer, shall control the Work outlined in the Drawings and Specifications.

1.2 Submittals

All materials used for surface restoration shall be reviewed by the Engineer prior to installation.

PART 2 - MATERIALS

2.1 Base Rock

Base rock shall substantially conform to current Oregon Standard Specifications for Construction for base aggregate materials, or as otherwise approved by the Engineer. The intent is to specify a base rock which is suitable for use in the restoration of areas disturbed by the Contractor's Work. Base rock required shall generally be 1"-0, or 3/4"-0 unless otherwise specified or approved. The Contractor shall submit to the Engineer Samples of the base rock proposed for use on the Project.

2.2 Asphalt Concrete

Asphalt concrete shall be an approved commercial mix generally conforming to the applicable provisions of the current Oregon Standard Specifications for Construction for asphalt concrete pavement. Unless approved otherwise, the gradation of the mix shall generally conform to a 1/2-inch dense mix. The Contractor shall submit for review by the Engineer data on the asphalt concrete mix to be used. Data shall include aggregates, gradation and tolerances, aggregate suitability, asphalt concrete, mix proportions and tolerances, etc.

2.3 Surface Aggregate

A. The surface aggregate shall be crushed stone, slag, or gravel meeting the following requirements:

Liquid Limit (AASHTO T 89) 35 Maximum

Plasticity Index (AASHTO T 90) 2 to 9 Maximum

Dust Ratio $\frac{\%\text{ Passing No. 200}}{\%\text{ Passing No. 30}}$ 2/3 Maximum

Grading Requirements (AASHTO T 11 and T 27)	
Sieve	**Percent Passing**
1"	100
3/4"	70-98
#4	36-60
#8	25-47
#30	12-31
#200	8-15

B. At least 70 percent by weight of the particles retained on the #4 sieve shall have at least two fractured faces.

2.4 Portland Cement Concrete

A. The Portland Cement concrete used for this Work shall be an approved commercial transit mix. The exact proportions of all the materials entering into the concrete shall be as established by an approved laboratory mix design and shall be changed only as directed by the Engineer or laboratory when necessary to obtain the specified strength, desired density, uniformity, or workability. Previously prepared mix designs will be allowed provided adequate test data is available to document the suitability of the mix and the Contractor can document that the same materials are being used.

B. The mix shall have a maximum water-cement ratio of 0.45, a minimum 28-day compressive strength of 4,000 psi, a minimum of 564 pounds of cement per cubic yard of mix, and an air content of 4 to 7 percent. The maximum allowable slump shall be 4 inches for all structures covered under this section of the Specifications.

2.5 Seed

A. Lawn Seed

Lawn seed shall be a blend typically used in the area and of the type to match existing lawn areas, and must be approved by the Owner prior to use.

B. Pasture Seed

Pasture seed shall be a mixture of orchard grass, rye grass, and fescue, native to the area and must be approved by the Owner prior to use.

2.6 Fertilizer

Except for hydroseeding, inorganic fertilizer shall be commercially available 22-16-8 with 22 percent nitrogen, 16 percent available phosphoric acid, 8 percent soluble potash, and a minimum of 2 percent sulfur.

2.7 Topsoil

Topsoil shall be native to the area and shall be approved by the Engineer prior to use.

Furnish topsoil containing no substance detrimental to the growth of plants, that is free of plants designated by the Oregon Department of Agriculture as Type "A" or Type "B" weeds, and that is free of quack grass or crabgrass species.

Furnish topsoil that is from the fertile part of a soil profile, commonly referred to as the "A" horizon, typically ranging in depth from 3 inches to 12 inches below original ground surface. Do not take material for topsoil from a depth greater than 12 inches below original ground surface.

2.8 Mulch

All mulch shall be straw that has been air dried and seasoned before baling or loading. It shall be free of noxious weeds and other materials detrimental to grass growth.

2.9 Soil Conditioners

Soil conditioners shall be manufactured from composted sewage sludge, amended with organic and inorganic materials. They shall be as manufactured by EKO Systems, Inc. of Lewiston, Idaho, or equal.

2.10 Erosion Control Matting

Erosion control matting shall be seed and curlex blanket as supplied by American Excelsior Co., of Yakima, Washington, or approved equal.

2.11 Hydroseed

A. The hydroseed shall be a specifically designed hydromulch consisting of cellulose fiber, fertilizers, seed, tackifier, etc.

B. The hydromulch shall be specifically processed cellulose fiber containing no growth or germination inhibiting factors. It shall be manufactured in such a manner that, after addition and agitation in slurry tanks with water, the fibers in the material become uniformly suspended to form a homogenous slurry. When sprayed on the ground, the material shall allow absorption and percolation of moisture. Each package of cellulose fiber shall be marked by the manufacturer to show the air dry weight and content.

C. The fertilizer shall be a complete plant food containing slow release nitrogen, phosphoric acid, and potash in the amounts of 16-16-16+1.5 FE. It shall be delivered in uniform composition and be dry and free flowing and delivered in the original unopened containers bearing the manufacturer's guaranteed analysis.

D. The grass seed shall be certified, blue tagged, cleaned, and delivered in original unopened packages bearing an analysis of the contents. It shall be guaranteed 95 percent pure and have a minimum germination rate of 85 percent within 1 year of test. The seed shall be as agreed upon by the Owner. The seed shall be applied at a minimum rate of 4 pounds per 1,000 square feet.

PART 3 - EXECUTION

3.1 Gravel Surface Restoration

A. In gravel streets, parking areas or driveways disturbed by the Work, the Contractor shall resurface the areas with base rock, as required on the Drawings.

B. In gravel streets, shoulders, parking strips and driveways, an 8-inch minimum compacted depth shall be required or a compacted depth equal to the existing depth of gravel plus the depth of granular subbase, if any, whichever is greater, unless otherwise specified on the Drawings or in these Specifications.

C. The resurfacing aggregate shall be compacted to 95 percent of laboratory density as determined by ASTM D1557.

3.2 Asphalt Street Restoration and Asphalt Parking-Driveway Restoration

A. Existing asphalt surfaces shall be cut on each side of the trench prior to excavation to provide a vertical, neat, straight-line joint in the surface. Should any asphalt surface be undermined or damaged during construction, the undermined or damaged asphalt shall be similarly cut and removed prior to backfill. This work shall be performed along neat, continuously straight lines to provide a pleasing finished appearance. Irregular lines will not be allowed.

B. The base rock under the asphalt pavement shall be replaced to a compacted depth equal to the existing base rock depth plus the depth of granular subbase, if any, or 8 inches, whichever is greater, unless specified otherwise on the Drawings or in these Specifications. The base rock shall be compacted to 95 percent of the laboratory density as determined by ASTM D1557.

C. Immediately following backfill and compaction of the trench, and until the asphalt concrete is replaced, the base rock course shall be placed and compacted flush with the existing asphalt surface and maintained in a good condition.

D. In areas of heavy traffic, highway crossings, etc., a temporary cold-mix patch shall be placed and maintained until asphalt surface restoration is accomplished. The cold-mix asphalt concrete delivered to the Project shall be fresh and workable.

E. Just prior to placing the asphalt concrete, the base rock course and any temporary patch shall be excavated to the depth equal to that of the asphalt concrete to be placed.

F. Placement of Asphalt Concrete

1. Asphalt concrete for all areas shall be 3 inches in depth after compaction or a depth equal to the existing pavement, whichever is greater, unless specified otherwise on the Drawings or in the Specifications.

2. Asphalt concrete shall be compacted with an 8-ton minimum steel-wheeled roller and compacted to a minimum of 91 percent of the maximum density as determined by ASTM D2041.

3. Prior to placing the asphalt concrete, an asphalt tack coat shall be applied to the edges of the existing asphalt. An asphalt tack coat shall also be used between lifts should the Contractor elect to patch with multiple lifts. The Contractor shall utilize a paving machine, spreader box, or other approved mechanical equipment to place the asphalt concrete material. No lift of asphalt placed shall have a

compacted thickness of less than 1/2 inch or greater than 3 inches. The finished asphalt surface shall be flush with the existing surface, uniform in appearance equal to or better than the existing pavement, and shall provide a smooth ride.

4. Installation shall conform to the applicable provisions of the current Oregon Standard Specifications for Construction, Sections 00495 and 00744. Asphalt Concrete for temporary patches shall conform to Section 00745.50 of the Oregon Standard Specifications for Construction.

3.3 General Surface Restoration

A. General

1. The Contractor shall replace or restore, equivalent to their original condition, all surfaces, trees and shrubbery, lawns, agricultural areas, pastures and fences, or other existing facilities disturbed by their Work unless otherwise specified. Restoration and cleanup shall be a continuing operation and shall be diligently pursued until completed. Surface restoration shall be completed as soon as possible after the underground work is complete.

2. All surplus material, rock and debris, and temporary structures, as well as excess excavation, shall be removed by the Contractor and the entire Site of Contractor's operations shall be left in a neat and clean condition.

3. Lawns and pastures in private easement shall be restored to a smooth condition and reseeded with a like mixture of grass unless specified otherwise on the Drawings, in the Specifications, or in the easement documents. When backfilling trenches in private easements, unless otherwise specified, Contractor shall replace topsoil to minimum 1-foot depth or to a depth equal to the original depth, whichever is less. Lawn sod shall be utilized where called for on the Drawings or where required by the Engineer.

B. Agricultural Areas

1. Where called for on the Drawings, the existing top soils in the excavation area shall be removed and stockpiled at a separate location from the general trench excavation material. This topsoil shall not be mixed or contaminated with any other materials.

2. Upon completion of the trench backfill and after all rocks and unsuitable material have been removed from the work area, the stockpiled topsoil shall be

replaced and graded to match the existing ground. The depth of topsoil restoration shall be as shown on the Drawings.

C. Seeding

1. All areas to be seeded shall have a minimum of 6 inches of topsoil.

2. After the backfilling and compaction have been completed, the top 2 inches of the topsoil shall be scarified to provide a good seed bed and the area seeded, fertilized, compacted with a weighted roller, a straw mulch applied, and the initial watering completed.

3. All additional watering of the grass seed shall be the responsibility of the property owners.

4. Unless required otherwise, the seed shall be applied at a minimum rate of 4 pounds per 1,000 square feet, the fertilizer at 1 pound per 100 square feet, and the mulch at a rate needed to provide a minimum mulch thickness of 1 inch.

3.4 Hydroseeding

A. Application Rates

Hydroseeding shall be placed at the following application rates unless otherwise shown on the Drawings or approved by the Engineer.

Material	Application Rate
Mulch	2,000 pounds per acre
Fertilizer	Lawn 430 pounds per acre Dryland Grass 50 pounds per acre
Tackifier	20 pounds per acre
Seed	4 pounds per 1,000 square feet
Wood Cellulose Fiber Tracer	< 250 pounds per acre

B. Seeding shall not be done during windy weather or when the ground is excessively wet or otherwise un-tillable. Seed shall be placed at the rate and mix specified below. Seed will be placed with an approved hydroseeder which utilizes water as the carrying agent, and maintains continuous agitation through paddle blades.

C. Hydroseeder

1. Hydroseeder shall have an operating capacity sufficient to agitate, suspend and mix into a homogenous slurry, and the specified amount of seed and water or other material.

2. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic spray nozzles which will provide a uniform distribution of the slurry.

D. Seed and fertilizer may be applied in one application provided the fertilizer is placed in the hydroseeder tank no more than 30 minutes prior to application. The seed shall have a tracer added to aid uniform application. This tracer shall not be harmful to plant and animal life.

E. The Contractor shall remove mulch material which falls on plants, roadways, gravel shoulders, structures, areas where mulching is not specified, or which collects at the ends of culverts or accumulates to excessive depths, as directed.

3.5 Erosion Control Matting

A. Place matting as called for on the Drawings or as required by the Engineer. Prepare Site as specified for permanent seeding area preparation.

B. Immediately following the establishment of the finished grade, matting shall be placed parallel to the flow of water. Where more than one strip of matting is required to cover the given area, it shall overlap the adjacent mat a minimum of 4 inches.

C. The ends of the matting shall overlap at least 6 inches with the upgrade section on top. The upslope end of matting shall be staked and buried in a 6-inch deep trench with the soil firmly tamped against the mat. Three stakes per width of matting (one stake at each overlap) shall be driven below the finish ground line prior to backfilling of the trench. The Engineer may require that any other edge exposed to more than normal flow of water or strong prevailing winds be staked and buried in a similar manner.

D. The edges of matting shall be buried around the edges of catch basins and other structures. Matting must be spread evenly and smoothly and in contact with the soil at all points.

E. Matting shall be held in place by approved wire staples, pins, spikes, or wooden stakes driven vertically into the soil. The matting shall be fastened at intervals not more than 3 feet apart in three rows for each strip of the matting, with one row along each edge

and one row alternately spaced in the middle. All ends of the matting and check slots shall be fastened at 6-inch intervals across their width. Length of fastening devices shall be sufficient to securely anchor the matting against the soil and driven flush with the finished grade.

3.6 Mulch

A. Place mulch approximately 1-1/2 inches deep in a loose condition at a rate of 2 to 2.5 tons/acre. Place grass straw mulch so that it is loose enough for sunlight to penetrate and air to circulate; but dense enough to shade the ground, reduce water evaporation, and materially reduce soil erosion.

B. Anchor using a crimping disc, an approved tackifier, or approved modified sheepsfoot roller, or another method approved by the Engineer.

3.7 Cleanup

A. 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, keep the area on which work is in progress free from accumulations of waste material or rubbish.

B. Spillage from the Contractor's hauling vehicles on traveled public or private roads shall be promptly cleaned up. Upon completion of the work the Contractor shall remove all temporary structures, rubbish, and waste material, equipment and supplies, resulting from the Contractor's operations. The Contractor shall leave such lands in a neat and orderly condition which is at least as good as the condition in which the Contractor found them prior to the Contractor's operations. See specific conditions in the General Requirements.

C. In roadways and traffic areas, the Contractor shall be responsible for maintaining a road surface suitable for travel by the public from the time of excavation until the road surface has been restored. Such work includes dust control, temporary patching, signing, grading, and filling of potholes on temporary street surfaces, etc. The Contractor shall be responsible for all Claims and damages resulting from their failure to maintain a suitable surface.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Basis

See Technical Specifications - "Measurement and Payment" for the description of the basis of measurement and payment for the Work performed under this Contract.

TECHNICAL SPECIFICATIONS

SECTION 3

SURFACE RESTORATION

END OF SECTION

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TECHNICAL SPECIFICATIONS

SECTION 4

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 Scope

The basis for measurement and payment for all Work performed under this Contract shall be as listed in the "Bid Form." Unless the Work to be performed is specifically called out to be measured and paid for in the Bid Form ule, payment for such Work shall be included in other applicable items of the Bid Form. There shall be no separate measurement and payment for any such Work not specifically listed in the Bid Form.

1.2 Method of Payment

Items listed in the Bid Form as lump sum shall be on a lump sum all required basis. No direct measurement will be made for lump sum bid items. Bid items calling for unit prices show estimated quantities of Work to be performed. These quantities, although shown with as much accuracy as possible, are approximate only and are for bidding purposes only. The Owner reserves the right to increase or decrease the amount of these quantities as may be deemed necessary. Payment to the Contractor shall be made on the quantity of Work actually performed by the Contractor.

The summation of all bid items under the Bid Form shall equal all Work required by the Drawings and Specifications regardless of whether individual items of Work are described under bid item descriptions or not. Payment shall be made at the unit or lump sum prices listed in the Bid Form. The prices listed therein shall be payment in full for all labor, tools, equipment, materials, etc., required to construct respective bid items according to the Drawings and Specifications, including all Work and materials incidental thereto.

1.3 Payment for Partially Completed Work

A. General

Payment for unit price bid items and lump sum bid items only partially completed at the end of monthly pay periods shall be based on a percentage of Work completed as determined by the Engineer. An example is the construction of pipelines where the unit bid item price includes the excavation and backfill of the trenches, installation of pipe, trench compaction, flushing, and testing, although the Contractor may have installed a certain footage of pipeline, yet has not completed the testing and/or restoration work. The actual payment for that bid item will be reduced to reflect the actual amount of Work completed.

TECHNICAL SPECIFICATIONS

SECTION 4

MEASUREMENT AND PAYMENT

1.4 Payment Items

A. Numbering

The numbering of the payment items listed below may not be the same as the numbering for bid items in the Bid Form.

B. Method of Payment

1. Mobilization/Demobilization

Measurement for payment for mobilization/demobilization shall be on a lump sum all required basis. The amount for mobilization/demobilization shall not exceed 10 percent of the total bid price. Payment shall be made at the lump sum price stated in the Bid Form for "Mobilization/Demobilization." Seventy-five percent of the bid amount for mobilization/demobilization will be made on the first payment request and the remaining 25 percent of the bid amount will be paid on the final payment request.

2. Temporary Protection and Direction of Traffic/Project Safety

Measurement for payment for temporary protection and direction of traffic/project safety shall be on a lump sum all required basis. Payment shall include all supervision, planning, training, signs, barricades, barriers, lights, cones, flag persons, and such devices and work, etc., as may be required during execution of the Work. Payment shall be made on in-progress payment requests in proportion to the percentage of Work completed to date. Payment shall be made at the lump sum price stated in the Bid Form for "Temporary Protection and Direction of Traffic/Project Safety."

3. Erosion and Sediment Control

Measurement for payment for erosion and sediment control shall be on a lump sum all required basis. There shall be no measurement for payment purposes. This item shall include furnishing all labor and materials necessary to comply with all environmental requirements related to construction activities, silt fence, straw wattles, etc. Payment shall be made at the lump sum price state in the Bid Form for "Erosion and Sediment Control."

4. Earthwork

This is a lump sum all required bid item. There shall be no measurement of the Work for payment purposes. Earthwork shall include all clearing, grubbing, structure removal, excavation, embankment, borrow material, waste disposal, watering, scarifying, soft spot removal, compacting, all grade control other than that performed by the Engineer, etc., as required to completely construct the cross section of the road up to the subgrade level, including shoulders and ditches, as shown on the Drawings and called for in the Technical Specifications. Payment shall be made at the lump sum price stated in the Bid Form for "Earthwork."

5. Base Rock

Measurement for payment for base rock shall be on a per ton basis for the actual quantity used on the Project. The Contractor shall supply the Engineer with copies of all trip tickets listing the actual weight of material delivered on each truck to the Project. These tickets are to be delivered to the Project Site with each truck. Verification of the accuracy of the truck scales that will be used shall be supplied by the Contractor prior to delivery of any mix. Payment shall be made at the unit price stated in the Bid Form for "Base Rock."

6. Asphalt Concrete Pavement Mixture

Measurement for payment for asphalt concrete pavement mixture shall be on a per ton basis for the actual quantity used on the Project. The Contractor shall supply the Engineer with copies of all trip tickets listing the actual weight of material delivered on each truck to the Project. These tickets are to be delivered to the Project Site with each truck. Verification of the accuracy of the truck scales that will be used shall be supplied by the Contractor prior to delivery of any mix. Payment shall be made at the unit price stated in the Bid Form for "Level 2, 1/2-inch Asphalt Concrete Pavement Mixture."

7. Adjust Valve Box to Grade

Measurement for payment for existing valve boxes adjusted to match existing grades per the Drawings shall be on the basis of each structure adjusted and shall include all necessary equipment, materials, and labor. Payment shall be made at the unit price stated in the Bid Form for "Adjust Valve Box to Grade."

8. Surface Restoration

This is a lump sum all required bid item. There shall be no measurement of the Work for payment purposes. Surface restoration shall include all labor and materials necessary to comply with the project requirements. Payment shall be made at the lump sum price stated in the Bid Form for "Surface Restoration."

PART 2 - MATERIALS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

Kathryn Greiner

From: Kathryn Greiner <greinerlane@hotmail.com>
Sent: Wednesday, August 3, 2022 9:45 AM
To: Kathryn Greiner
Subject: Fw: Condon Industrial Park

From: jed.crowther@portofarlington.com <jed.crowther@portofarlington.com>
Sent: Monday, August 1, 2022 4:40 PM
To: 'Kathryn Greiner' <greinerlane@hotmail.com>
Subject: Condon Industrial Park

Kathryn,

For the Condon Industrial Park, I'd like to compare a project I worked on at the Port of Sunnyside. When I was there, we obtained the former Carnation milk plant as a brownfield site, with no risk obligations, and then remediated environmental concerns for redevelopment, all funded by state grants. The property is 7 acres on the edge of town. Since then, the Port is now moving forward with a Master Plan for mixed/multi use and seeking highest and best use long-term.

Many similarities to the Condon property, so I think the steps would be:

1. Phase 1 Environmental Study (funded by Brownfield grant).
2. Phase 2 Environmental Study and Remediation if needed (funded by Brownfield grant).
3. Industrial Park Master Plan
    A. Site Survey
    B. Conceptual Development Plans
    C. Community Input
    D. Utilities (assess/extend/upsize as needed).
    E. Access (add entry/interior roadways as desired).
    F. Amenities
    G. Marketing

Maul Foster and Alongi performed these tasks admirably for us, and most importantly, they also connected state programs to fund them.

The Port of Arlington could lead collaboratively with City of Condon on these tasks if desired, and/or link with the connections you've already made for the Condon Grade School redevelopment.

Please feel free to share this outline with City Council, request their input, and develop a partnership with the Port if desired.

I plan to attend County Court on Wednesday at 10 am in Condon if you want to meet together and discuss further. Then that night, I hope to attend City of Arlington Council Meeting at 6:30 pm. And maybe City of Condon Council Meeting at 7 pm via Zoom.

2022 MSRS

July

	County	Arlington	Condon
Alarm	4	3	1
Medical	7	2	1
Assist Fire Dept.	9	1	0
Animal Problem	11	5	3
Assist Person	62	17	1
Assist Officer	3	2	0
Assist Outside Agency	2	1	0
Civil Matter	3	0	3
Disturbance	13	6	4
Juvenile	2	0	1
Suspicious Circumstances	17	5	1
Traffic Problem	47	8	1
Lost or Found Property	0	0	0
Traffic Stop (No Citation)	99	10	12
Civil Service	5	1	2
Ordinance Violations	7	7	0
K9 Deployment	0	0	0
Security Check	10	3	1
Training	5	0	4
Court/Court Security/Transport	2	1	0
All Other	8	2	4

TOTAL	316
Arlington City Limits	74
Condon City Limits	39

TRAFFIC CITATIONS

I-84	127
Hwy. 19	22
Condon	5
Arlington	9
Hwy. 206	15
Hwy. 74	1
All Other County Roads	0
TOTAL	179

INCIDENT REPORTS

County Total	27
City of Arlington	8
City of Condon	1

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JUL 26 2022
CITY OF CONDON

Condon
Early Learning Center

Dear City of Condon,

Condon Early Center would like to express our immense gratitude for all the business, community members, and volunteers who supported our Tuition for Tots Scholarship Benefit.

Our Family Gala was held at the Gilliam County Fairgrounds on June 18,2022. This wonderful evening included live music by Mr. James Andrews and Mr. Shea Volker, a fabulous raffle with amazing gifts donated by business and community members, A Tri Tip dinner (meat donated by Painted Hills Natural Beef), prepared by family volunteers and served by our junior volunteers, and games for children and their families.

Thanks to a Gilliam County Special Projects Grant we were able to provide a wonderful atmosphere for families to enjoy an evening together and help raise money for our scholarship program. Condon Early Learning Center raised over $2,400.00 which will go directly into the Tuition for Tots Scholarship Fund.

As a non-profit organization, we are grateful for every donation we receive! Our Tuition for Tot's Scholarship program has been developed to both provide our children with quality educational opportunities as well as support our partnership with families.

A brochure explaining our Scholarship program and ways in which you can further support our Early Learning Center and the children in our community is enclosed. If you are interested in becoming a sponsor, visit our website or call 541-384-4737 to find out how to support a child's early education. We would love to add your name to our beautiful donor board.

Please visit us at www.condonelc.org to learn more about the great things happening here.

Thank you again for your generous support!

With a grateful heart,

Jeanine

~ Jeanine

Jeanine Conboy
Director, Condon Early Learning Center
311 E Bayard St. Condon, OR 9783
541-384-4737
541-384-2413 (fax)