



AGENDA

ASTORIA DEVELOPMENT COMMISSION

November 17, 2014
Immediately Follows City Council Meeting
2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. REPORTS OF COMMISSIONERS**
- 4. CHANGES TO AGENDA**
- 5. CONSENT CALENDAR**
The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the Astoria Development Commission requests to have any item considered separately. Members of the Community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.
 - (a) ADC Minutes of 10/20/14
- 6. REGULAR AGENDA ITEMS**
 - (a) Transfer of Exchange Street Residence to Columbia Memorial Hospital (Community Development)
 - (b) Duane Street Sidewalk Infill Project – Authorization to Award (Public Works)

THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING JULIE YUILL, CITY MANAGER'S OFFICE, 503-325-5824.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 14, 2014

MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION (ADC)

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ADC MEETING OF NOVEMBER 17, 2014

CONSENT CALENDAR

Item 5(a): ADC Minutes

The minutes of the ADC meeting of October 20, 2014 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

REGULAR AGENDA ITEMS

Item 6(a): Transfer of Exchange Street Residence to Columbia Memorial Hospital (Community Development)

In 2008, the Astoria Development Commission (ADC) amended the Astor-East Urban Renewal Plan to authorize the purchase of a residence located at 1829 Exchange Street. The Plan amendment stated that *"The intent of the Development Commission is to acquire the property and hold it for future clearance and redevelopment, either by public or private parties, in conjunction with adjacent properties. . ."*, and on December 15, 2008, the ADC authorized Chairman Van Dusen to sign the purchase agreement to acquire the residence from Clatsop Community College. As an interim use, the City has maintained the building as a low income housing rental since the purchase. The transfer of the residence to Columbia Memorial Hospital (CMH) was included as part of the four-party Agreement enabling the construction of the new sports complex at the City's solid waste disposal area for the School District. The transfer will help facilitate the proposed CMH expansion. The transfer of the property is for consideration other than cash as identified in the Agreement and, therefore, there will be no cash payment to the ADC for the property. A Warranty Deed has been prepared by City Attorney Blair Henningsgaard for transfer of the property to CMH. It is recommended that the Astoria Development Commission authorize the Chairman to sign the deed transferring ownership of the property located at 1829 Exchange Street to Columbia Memorial Hospital.

Item 6(b): Duane Street Sidewalk Infill Project – Authorization to Award (Public Works)

At the October 20, 2014 Astoria Development Commission meeting, the Commission authorized Staff to solicit quotes for the Duane Street Sidewalk Infill Project. The project will provide sidewalk, transit, and ADA improvements on the north side of Duane Street between 16th and 17th Street. Several smaller areas of sidewalk infill and replacement will be completed on 17th Street between Duane Street and Marine Drive. Funding for the Duane Street Sidewalk Infill Project is recommended to come from the Astor-East Urban Renewal District. Staff used the informal Request for Quotes (RFQ) and the following quotes were received:

Contractor	Total Quote
Big River Construction	\$20,832.00
North Pacific Excavation	\$24,768.47
TFT Construction, Inc.	\$29,274.80
Clean Sweep Maintenance	\$29,486.48

It is recommended that the Astoria Development Commission authorize award of a construction contract to Big River Construction in the amount of \$20,832.00.

A regular meeting of the Astoria Development Commission was held at the above place at the hour of 7:55 pm.

Commissioners Present: Herzig, Warr, LaMear, Mellin, Mayor Van Dusen

Commissioners Excused: None

Staff Present: City Manager Estes, Planner Johnson, Public Works Director Cook, Planner Johnson, Interim Police Chief Johnston, Parks and Recreation Director Cosby, Financial Analyst Snyder, Fire Chief Ames, Library Director Tucker, Support Engineer Moore, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COMMISSIONERS: No reports.

CHANGES TO AGENDA: No changes.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

5(a) ADC Minutes of 7/7/14

Commission Action: Motion by Commissioner Warr, seconded by Commissioner LaMear, that the Astoria Development Commission approve the Consent Calendar. Motion carried unanimously. Ayes: Commissioners Warr, LaMear, Herzig and Mellin, and Mayor Van Dusen. Nays: None.

REGULAR AGENDA ITEMS:

Item 6(a): Duane Street Sidewalk Infill Project – Authorization to Bid (Public Works)

The Duane Street Sidewalk Infill Project will improve pedestrian safety and mobility in an area of high pedestrian use. The project will provide sidewalk, transit, and ADA improvements on the north side of Duane Street between 16th and 17th Street. Several smaller areas of sidewalk on 17th between Duane and Marine will also be replaced.

Most of the project is directly adjacent to City property and is currently served by dirt/vegetated paths or severely deteriorated sidewalk. Construction of new concrete sidewalk in the area will help enhance pedestrian mobility and provide links to many of Astoria's best-known destinations. The project will also improve pedestrian transit routes from the Tongue Point Bus Stop and the Coast Guard Parking Lot.

The proposed project includes 310 feet of new sidewalk and 55 feet of repaired sidewalk. It will also include relocation of the Tongue Point Bus Shelter, two ADA ramps, a new crosswalk, and curb replacement. The construction estimate for the work is \$30,000. Engineering Staff proposes using an informal request for quotes (RFQ) for this project and it is recommended that Astor-East Urban Renewal District funds be utilized. It is recommended that the Astoria Development Commission authorize staff to solicit bids for the Duane Street Sidewalk Infill Project.

City Manager Estes displayed a map of the area, noting where the Armory and Bowpicker were located. He explained that the sidewalk would be along the north side of Duane Street, the west side of 17th Street, and the east side of 17th Street between Astoria Texaco and the Moose Lodge.

Councilor LaMear said a new business would be going in where the cleaners used to be. She believed the business would have access from Duane Street. City Manager Estes confirmed with the owners of this business, who were in the audience, that there would not be any vehicular entrance on Duane Street; however, an entrance to the building would face Duane Street and would be tucked into the bank.

Councilor Herzig believed the presentation on the CSO project given during that night's City Council meeting indicated this area contained human remains. City Manager Estes said the amount of grading necessary to install a sidewalk would be minimal and shallow. Director Cook confirmed that human remains had been located further up the hill. Councilor Herzig understood an area of remains was located close to the downtown area. Planner Johnson stated the Fort Astoria/Fort George Cemetery site is on the southeast corner of the Armory, in the area of 18th and Exchange Streets.

Councilor Herzig asked why this particular area was chosen at this time, noting there were other sidewalks in bad shape. City Manager Estes explained that when the City completed negotiations with the Coast Guard for this area, some improvements were agreed upon. The City will have to take on more projects for the parking lot. Additionally, interest in installing a sidewalk through the area was expressed when the Bowpicker lease was brought to City Council. Funding through the Astor-East Urban Renewal Project allows the City to move forward with this project.

Mayor Van Dusen said the main reason for the project was the agreement with the Coast Guard. He asked how much the City receives from the lease with the Coast Guard. Director Cook believed the City receives \$18,000 per month.

Commission Action: Motion by Commissioner Herzig, seconded by Commissioner Warr, that the Astoria Development Commission authorize staff to solicit bids for the Duane Street Sidewalk Infill Project. Motion carried unanimously. Ayes: Commissioners Warr, LaMear, Herzig and Mellin, and Mayor Van Dusen. Nays: None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:01 pm to convene the Executive Session of the City Council meeting.

APPROVED:

City Manager



CITY OF ASTORIA

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COMMUNITY DEVELOPMENT

November 13, 2014

TO: ASTORIA DEVELOPMENT COMMISSION

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: TRANSFER OF EXCHANGE STREET RESIDENCE TO COLUMBIA MEMORIAL HOSPITAL

Background

On November 17, 2008, the Astoria Development Commission (ADC) adopted ADC Resolution 08-04 amending the Astor-East Urban Renewal Plan Section 650.L, Proposed Urban Renewal Projects concerning Site Acquisition, to authorize the purchase of a residence located at 1829 Exchange Street. The Plan amendment stated that *"The intent of the Development Commission is to acquire the property and hold it for future clearance and redevelopment, either by public or private parties, in conjunction with adjacent properties, for the purposes described in Sections 605.A.1. or 2., to meet the Plan objectives stated in Section 400.D.2.e. and k."* These purposes include acquisition of land for development and redevelopment, to act as a catalyst to bring developers and land owners together to diversify employment opportunities, and to create opportunities for new development within the renewal area. At the December 15, 2008 ADC meeting, the Commission authorized Chairman Van Dusen to sign the purchase agreement to acquire the residence from Clatsop Community College.

The transfer of the residence to Columbia Memorial Hospital (CMH) was included as part of the four-party Agreement enabling the construction of the new sports complex at the City's solid waste disposal area for the School District. The transfer will help facilitate the proposed CMH expansion. The transfer of the property is for consideration other than cash as identified in the Agreement and therefore there will be no cash payment to the ADC for the property.

The attached Warranty Deed has been prepared by City Attorney Blair Henningsgaard for transfer of the property to CMH. As an interim use, the ADC has maintained the building as a low income housing rental since the purchase. CMH CEO Erik Thorsen has indicated that they will continue renting to low income for approximately one year and not displace the tenant.

Recommendation

It is recommended that the Astoria Development Commission authorize the Chairman to sign the deed transferring ownership of the property located at 1829 Exchange Street to Columbia Memorial Hospital.

By:



Rosemary Johnson, Planner

SEND TAX STATEMENTS TO:
Columbia Memorial Hospital
2111 Exchange St, Astoria OR 97103

AFTER RECORDING RETURN TO:
Columbia Memorial Hospital
2111 Exchange St, Astoria OR 97103

WARRANTY DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Astor-East Urban Renewal District hereinafter called grantor, conveys to Columbia Lutheran Charities, dba Columbia Memorial Hospital an Oregon nonprofit public benefit corporation all that real property situated in Clatsop County, State of Oregon, described as:

The North 75 feet of Lot 5, Block 111, all in the Town (now City) of Astoria, as laid out and recorded by John M. Shively and later established by Decree of the Circuit Court of the State of Oregon for Clatsop County, in the City of Astoria, County of Clatsop, State of Oregon.

Assessor's Account No.: 80908DC 14500
Situs Address: 1829 Exchange St, Astoria OR 97103

and covenants that grantor is the owner of the above-described property free of encumbrances, except 1) Rights of the public in that portion of the premises lying within streets, roads and highways; and 2) An Easement created by instrument, including the terms and provisions thereof, in favor of the City of Astoria dated January 20, 1931 and recorded January 30, 1931 in Book 129, Page 498 in Clatsop County Deed Records.

The consideration for this transfer is consideration other than cash. This recital of consideration is true as I verily believe.

Dated this _____ day of _____, 2014

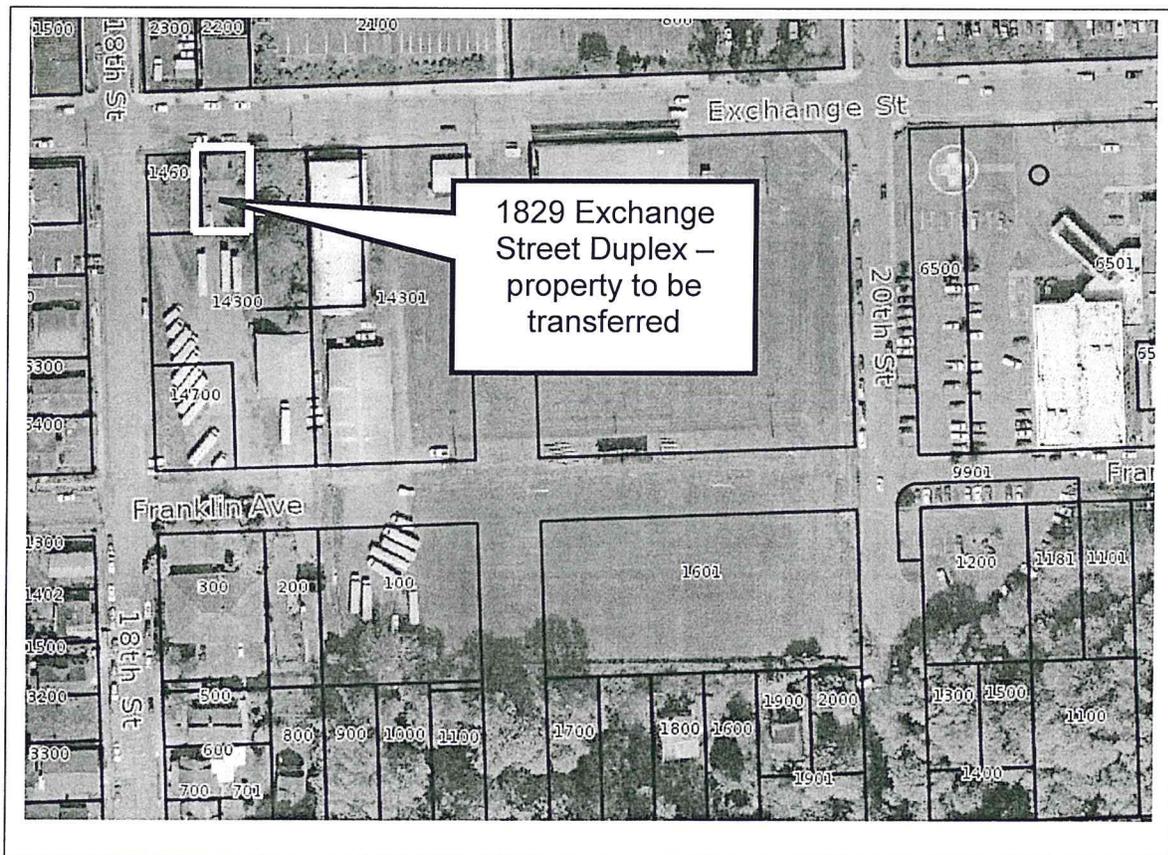
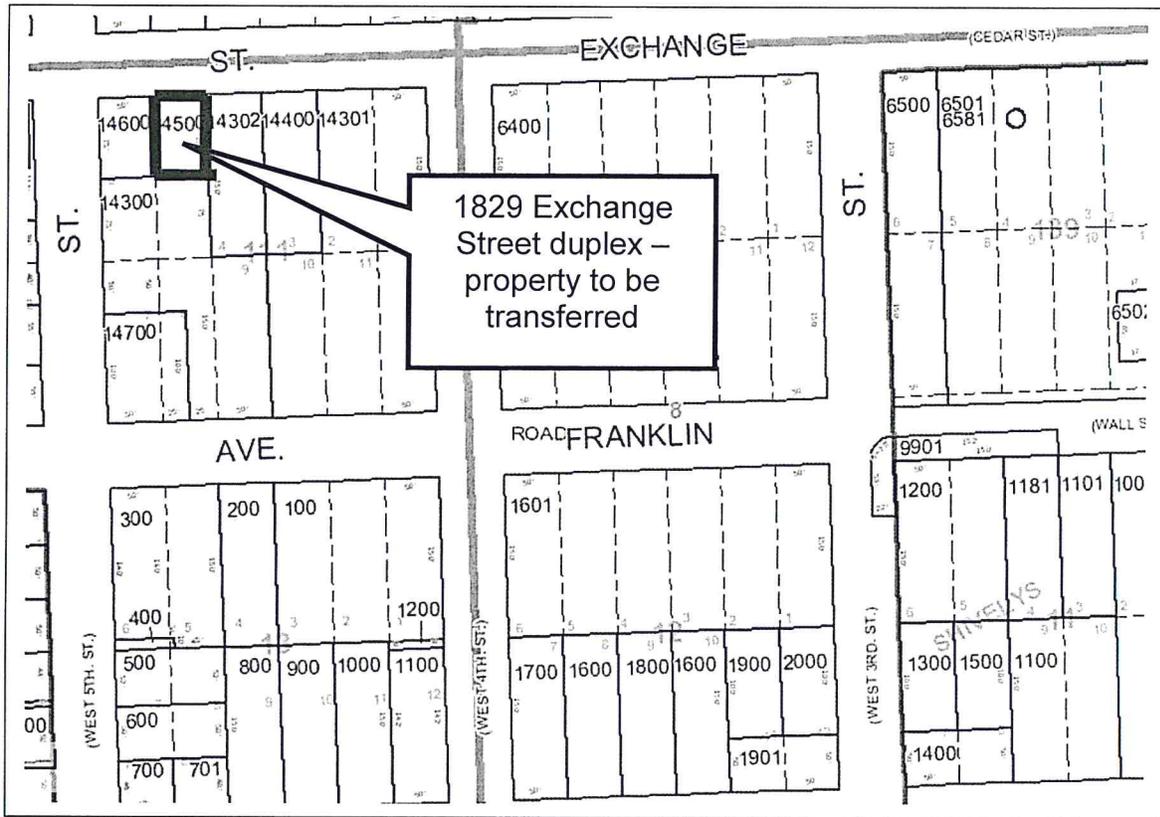
Astor-East Urban Renewal District
By Willis L. Van Dusen, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

Personally appeared Willis L Van Dusen, Chair of the Astoria Development Commission and acknowledged this instrument to be his voluntary act and deed this _____ day of _____, 2014.

Notary Public for Oregon

Transfer of 1829 Exchange Street Duplex to Columbia Memorial Hospital





November 4, 2014

MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **DUANE STREET SIDEWALK INFILL PROJECT – AUTHORIZATION TO AWARD**

DISCUSSION/ANALYSIS

At the October 20, 2014 Astoria Development Commission meeting, the Commission authorized Staff to solicit quotes for the Duane Street Sidewalk Infill Project. The project will improve pedestrian safety and mobility in an area of heavy pedestrian use by the U.S. Coast Guard, Job Corps students, and citizens who are going to establishments in the area. The project will provide sidewalk, transit, and ADA improvements on the north side of Duane Street between 16th and 17th Street. Several smaller areas of sidewalk infill and replacement will be completed on 17th Street between Duane Street and Marine Drive.

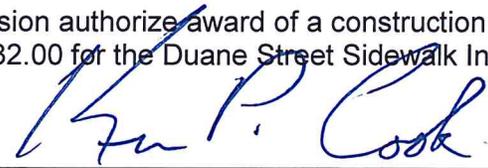
The project includes 310 feet of new sidewalk and 55 feet of repaired sidewalk. It will also include relocation of the Tongue Point Bus Shelter, 2 ADA ramps, a new crosswalk, and curb replacement. Staff used the informal Request for Quotes (RFQ) process since the project was estimated to cost less than \$100,000. The following competitive quotes were received:

Contractor	Total Quote
Big River Construction	\$20,832.00
North Pacific Excavation	\$24,768.47
TFT Construction, Inc.	\$29,274.80
Clean Sweep Maintenance	\$29,486.48

Funding for the Duane Street Sidewalk Infill Project is recommended to come from the Astor-East Urban Renewal District. Section 650.N "Public Open Spaces" of the Astor-East Urban Renewal District Plan includes landscaping, sidewalk, and surface treatment improvements as approved activities that can be funded by the Development Commission.

RECOMMENDATION

It is recommended that the Astoria Development Commission authorize award of a construction contract to Big River Construction in the amount of \$20,832.00 for the Duane Street Sidewalk Infill Project.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Nathan Crater, Assistant City Engineer

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between Big River Construction, Inc., 1050 Olney Avenue, Astoria, OR 97103, hereinafter called "**CONTRACTOR**" and the Astoria Development Commission, hereinafter called "**COMMISSION**," acting on behalf of the Astor West Urban Renewal District, an Oregon urban renewal agency, hereinafter called "**DISTRICT**."

WITNESSETH:

That the said **CONTRACTOR** and the **DISTRICT**, for the consideration hereinafter named agree as follows:

60.2.00 - DESCRIPTION OF WORK

The **CONTRACTOR** agrees to perform the work of:

Duane St. Sidewalk Infill Project

and do all things required of it as per his bid, all in accordance with the described bid, a copy of which is hereto attached and made a part of this contract.

60.3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the work under this contract shall be performed within **30** calendar days of Notice to Proceed. If conditions beyond the control of the **CONTRACTOR** prevents completion of the project within the time set, **CONTRACTOR** may request a reasonable extension of time in accordance with APWA General Requirements. If said **CONTRACTOR** has not fully completed this contract within the time set or any extension thereof, he shall pay liquidated damages in accordance with Section 108.6.00 of the Supplementary Conditions to General Requirements.

60.4.00 - CONTRACT PRICE

The contract price for this project is \$20,832.00. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

60.5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **COMMISSION** agree that the plans, specifications (including the APWA Oregon Chapter 1990 Standard Specifications for Public Works Construction with 1996 revisions), general conditions, supplementary conditions, call for bids, special provisions to the engineering specifications, instructions to bidders, all addenda and all modifications thereto and bid are, by this reference, incorporated into this contract and are fully a part of this contract.

60.6.00 - CHANGES IN WORK

With the consent of the **CONTRACTOR's** surety, the **COMMISSION** may change the plans, specification, character of the work, or quantity of work, provided the total value of all such changes, both additive and deductive, does not exceed the following:

- A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,
- B. An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the total contract price. If it is necessary to exceed this limitation, the change shall be by written supplemental agreement between the **CONTRACTOR** and **COMMISSION**.

Any change shall be in writing and state the dollar value, method of payment, and any adjustments in contract time, and shall provide for the signatures of the **CONTRACTOR** and **COMMISSION**.

Changes in plans and specifications, requested in writing by the **CONTRACTOR**, which do not materially affect the work, may be granted by the Engineer. Payment will be made in accordance with Section 60.4.00 of this contract.

60.7.00 - COMPLIANCE

The **CONTRACTOR** specifically agrees to comply with all laws, ordinances, and regulations applicable to municipal contracts and to make prompt payment of all amounts that may be due from said **CONTRACTOR** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **DISTRICT** harmless from any damages or claims whatsoever in the performance of this contract.

The **CONTRACTOR** further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

CONTRACTOR agrees to take every precaution against injuries to persons or damage to property.

The **CONTRACTOR** agrees that the work will be done to the satisfaction and approval of the Astoria City Engineer and the **COMMISSION**.

CONTRACTOR agrees to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other employees or persons.

CONTRACTOR agrees to hold the **DISTRICT** free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR is responsible for obtaining and paying for all necessary permits.

CONTRACTOR shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.

CONTRACTOR is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR's services shall be provided under the general supervision of the **DISTRICT'S** project director or his designee, but **CONTRACTOR** shall be an independent **CONTRACTOR** for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 60.4.00 of this Contract.

B. CONTRACTOR acknowledges that for all purposes related to this Contract, **CONTRACTOR** is and shall be deemed to be an independent **CONTRACTOR** and not an employee of the **DISTRICT**, shall not be entitled to benefits of any kind to which an employee of the **DISTRICT** is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that **CONTRACTOR** is found by a court of law or an administrative agency to be an employee of the **DISTRICT** for any purpose, the **DISTRICT** shall be entitled to repayment of any amounts from **CONTRACTOR** under the terms of the Contract; to the full extent of any benefits or other remuneration **CONTRACTOR** receives (from the **DISTRICT** or third party) as result of said finding and to the full extent of any payments that the **DISTRICT** is required to make (to **CONTRACTOR** or to a third party) as a result of said finding.

C. The undersigned **CONTRACTOR** hereby represents that no employee of the **DISTRICT**, or any partnership or corporation in which a **DISTRICT** employee has an interest, has or will receive any remuneration of any description from the **CONTRACTOR**, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. CONTRACTOR shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by **COMMISSION** of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and the **DISTRICT**.

B. CONTRACTOR's relations with subcontractors shall comply with ORS 279C.580. In accordance with that statute:

1. **CONTRACTOR** shall include in each subcontract for property or services entered into by the **CONTRACTOR** and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first - tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

2. **CONTRACTOR** shall include in each of the **CONTRACTOR's** subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection (1) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontracts to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

The above required clauses are required by ORS 279C.580 (3) and (4) and all the provisions of ORS279C.580 are applicable.

C. CONTRACTOR certifies that all subcontractors performing work described in ORS 701.005(3) or ORS 671.520(1) will be registered with the Construction Contractors Board or by the State Landscape Contractors Board before the subcontractors commence work under this contract.

D. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **COMMISSION's** prior written consent. Unless otherwise agreed by the **COMMISSION** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions of the contract. If the **COMMISSION** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **COMMISSION** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **COMMISSION** otherwise agrees in writing.

E. CONTRACTOR certifies that **CONTRACTOR** has not discriminated and will not discriminate against minority, women or small business enterprises in obtaining any required subcontracts.

60.11.00 - EARLY TERMINATION

A. This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

1. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment. When a Contract, or any divisible portion thereof, is terminated pursuant to this section, the **DISTRICT** shall pay the **CONTRACTOR** a reasonable amount of compensation for preparatory work completed and for costs and expenses arising out of termination. The **DISTRICT** shall also pay for all work completed, based on the contract price. Unless the work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of contract completed. No claim for loss anticipated profits will be allowed.

C. Responsibility for Completed Work. Termination of the contract or a divisible portion thereof pursuant to this section shall not relieve either the **CONTRACTOR** or its surety of liability for claims arising out of the work performed.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of **CONTRACTOR** or the **DISTRICT** which accrued prior to such termination.

E. If work is suspended under circumstances described in A (1) but the contract is not terminated, the **CONTRACTOR** is entitled to a reasonable extension of time to complete the contract, and reasonable compensation for all costs resulting from the suspension plus reasonable allowance for overhead with respect to such costs.

60.12.00 - CANCELLATION FOR CAUSE

COMMISSION may cancel all or any part of the Contract if **CONTRACTOR** breaches any of the terms herein or in the event of any of the following: Insolvency of **CONTRACTOR**; voluntary or involuntary petition in bankruptcy by or against **CONTRACTOR**; appointment of a receiver or trustee for **CONTRACTOR**, or an assignment for benefit of creditors of **CONTRACTOR**. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

60.13.00 - NONWAIVER

The failure of the **DISTRICT** to insist upon or enforce strict performance by **CONTRACTOR** of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

60.13.01 - REMEDIES

Consequences for **CONTRACTOR's** failure to perform the scope of work identified in the invitation to bid or the **CONTRACTOR's** failure to meet established performance standards may include, but are not limited to:

- (A) Reducing or withholding payment;
- (B) Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or
- (C) Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.
- (D) Liquidated damages as calculated in Division 98, Supplementary Conditions, Section 108.6.00

60.14.00 - SUIT OR ACTION

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

60.15.00 - CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the **CONTRACTOR**, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

60.16.00 - INDEMNIFICATION

The **CONTRACTOR** agrees to indemnify and to hold harmless the City of Astoria and the **DISTRICT**, their officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **DISTRICT**, the City of Astoria, **CONTRACTOR** or others, resulting from **CONTRACTOR's** negligence.

60.17.00 - WORKERS' COMPENSATION

All employers, including **CONTRACTOR**, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **CONTRACTOR** shall ensure that each of its subcontractors complies with these requirements. (ORS 279C.530 (2)).

60.18.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

CONTRACTOR shall make payment promptly, as due, to all persons supplying **CONTRACTOR** labor or material for the prosecution of the work provided for this contract.

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from **CONTRACTOR** or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

60.19.00 - PAYMENT OF CLAIMS BY PUBLIC OFFICERS; PAYMENT TO PERSONS FURNISHING LABOR AND MATERIALS; AND COMPLAINTS

A. If the **CONTRACTOR** fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the **CONTRACTOR** by reason of such contract.

B. If the **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 30-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in 279C.580. The interest penalty shall be as provided in ORS 279C.580.

C. If the **CONTRACTOR** or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

D. The payment of a claim in the manner here authorized shall not relieve the **CONTRACTOR** or the **CONTRACTOR's** surety from obligation with respect to any unpaid claims.

60.20.00 - HOURS OF LABOR

No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

- A. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- B. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- C. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- D. **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.
- E. **CONTRACTOR** will comply with the requirements of ORS 279.C545 regarding time limitation or claim for overtime, posting of circular.

60.21.00 - PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such **CONTRACTOR**, of all sums which the **CONTRACTOR** agrees to pay for such services and all moneys and sums which the **CONTRACTOR** collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

60.22.00 - DRUG TESTING PROGRAM

CONTRACTOR shall demonstrate, to the satisfaction of the Public Works Director that an employee drug-testing program is in place. **CONTRACTOR** may attach hereto a written description of his drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

60.23.00 – PREVAILING WAGE RATE

A. Prevailing Wage Rate. If this contract is subject to both ORS 279C.800 to ORS 279C.870 and the Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONTRACTOR**, subcontractor, or other person who is a party to the contract uses in performing all or part of this contract, must be paid not less than the higher of the applicable state prevailing rate of wage for each trade or occupation as defined by the Commissioner of the Bureau of Labor and Industries in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon* or federal prevailing rate of wage. A current copy (title page only) of Prevailing wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. A web site where these publications are available is <http://egov.oregon.gov/BOLI/WHD/PWR/pwr.state.shtml>.

B. Statutory Public Works Bond. **CONTRACTOR** shall have a Public Works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836. **CONTRACTOR** shall include a provision in every subcontract requiring the subcontractor to have a public works bond on file with the Construction

Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

C. Certified Payroll Reports. CONTRACTOR or CONTRACTOR's surety and every subcontractor or subcontractor's surety shall file certified payroll reports with the COMMISSION in conformance with ORS 279C.845. The DISTRICT is required to withhold 25% of amounts earned by CONTRACTOR if certified payroll reports are not submitted as required.

60.24.00 – INSURANCE

A. Commercial General Liability. CONTRACTOR shall obtain, at CONTRACTOR'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis, and coverage will be primary, not contributory. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Automobile Liability. Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

C. Additional Insured. The liability insurance coverage shall include the City of Astoria, the DISTRICT and their officers and employees as Additional Insured but only with respect to CONTRACTOR'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONTRACTOR shall furnish a certificate to COMMISSION from each insurance company providing insurance showing that the City of Astoria and DISTRICT are an additional insureds, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONTRACTOR or its insurer(s) to COMMISSION. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

60.25.00 - PERFORMANCE AND PAYMENT BOND

The CONTRACTOR is not required to furnish a performance or payment bond for this project.

60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

60.26.01 - CITY OCCUPATION TAX

Prior to starting work, **CONTRACTOR** shall pay the City occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the City occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

60.27.00 - NO THIRD PARTY BENEFICIARIES

This agreement and each and every provision is for the sole benefit of the **DISTRICT** and **CONTRACTOR** and no third parties have any rights or benefits except to the extent expressly provided herein.

APPROVED AS TO FORM:



Digitally signed by _____
com.apple.idms.appleid.prd.49317566476d4338677541445
4454659324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317566476d4338677541
4454659324e744d354e773d3d
Date: 2014.11.05 09:53:18 -0800

District Attorney

ASTORIA WEST URBAN RENEWAL DISTRICT,

BY: _____
Chair, Astoria Development Commission, Date

ATTEST:

Contractor Date

Manager Date



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

DUANE STREET SIDEWALK INFILL PROJECT REQUEST FOR QUOTES

The City of Astoria Engineering Division is requesting quotes to furnish all labor, equipment and material to construct approximately 270 SY of new sidewalk. It will also include relocation of the Tongue Point Bus Shelter, 2 new ADA ramps, curb replacement and a new crosswalk. See the attached project plans and scope below for details.

Scope of work

- **Mobilization** - This lump sum item includes mobilization and demobilization of personnel and equipment from the site. It shall include insurance, temporary facilities, traffic control, erosion control, and project administration costs. Traffic control includes labor, materials and equipment necessary to safety control traffic in the work zone. Temporary parking and street closures will be permitted upon request. Erosion control includes BMPs necessary to prevent turbid runoff from leaving the site.
- **Sawcut Asphalt/Concrete** – This per foot item includes all labor, equipment and materials necessary to sawcut in both asphalt and concrete.
- **Demo Existing Concrete** – This lump sum item includes all labor, equipment and materials necessary to demo existing concrete sidewalk, curb and a utility pole foundation. This item includes hauling and disposal of the materials removed.
- **Clearing & Rough Grading** – This lump sum item includes all labor, equipment and materials necessary to clear and rough grade the project area in preparation for sidewalk construction. This item includes excavation and fill required to bring the project site to the proper grades.
- **¾"-0" Crushed Base and Shoulder Rock** – This per ton item includes all labor, equipment and material necessary to place and compact base rock and shoulder rock under and adjacent to the new sidewalk. Base rock shall be a minimum of 3" thick under all concrete surfaces. Shoulder rock shall be placed and compacted 1 foot behind the new sidewalk, unless directed otherwise by the City Engineer.
- **Concrete Sidewalk** – This per square yard item shall be considered full compensation for all labor, materials and equipment required to provide all concrete, expansion/contraction joints, control joints, testing, curing, backfilling with topsoil and seeding/fertilizing areas adjacent to the new sidewalk.
- **Type C Concrete Curb** – The per foot item includes all labor, equipment and materials to construct new Type C concrete curb as indicated in the plans. New curb will need to be dowelled into the existing adjacent curb (2 - #4 bars at each connection location).

- **ADA Ramp**– This per each item includes all labor, equipment and material to construct new ADA ramps, with brick red truncated domes, as indicated on the plans.
- **Reinforced Bus Shelter Slab** – This per square yard item shall be considered full compensation for all labor, materials and equipment required to provide all concrete, expansion/contraction joints, control joints, testing, curing, and reinforcement necessary to construct a 12 inch thick foundation for the Tongue Point bus shelter. Reinforcement will consist of #5 bars placed 12 inches on center, both directions.
- **Relocate Existing Bus Shelter** – This lump sum item includes all labor, equipment and materials necessary to remove the existing bus shelter at the northeast corner of 16th and Duane St. and relocate it as indicated on the project plans. This item also includes relocation of the two bus shelter benches and the adjacent trash receptacle.
- **Adjust Existing SSMH Cover** – This per each item includes all labor, equipment and materials necessary to adjust the existing manhole cover to the grades required for construction of the new ADA ramp.
- **Crosswalk** – This lump sum item includes all labor, equipment and materials necessary to construct a new continental crosswalk as indicated on the project plans. The crosswalk shall be thermoplastic and be located such that most traffic avoids the new striping.

#	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 1,575.00	\$ 1,575.00
2	Sawcut Asphalt/Concrete	90	LF	\$ 7.00	\$ 630.00
3	Demo Existing Concrete	1	LS	\$ 600.00	\$ 600.00
4	Clearing & Rough Grading	1	LS	\$ 525.00	\$ 525.00
5	¾"-0" Crushed Base and Shoulder Rock	90	Ton	\$ 25.00	\$ 2,250.00
6	Concrete Sidewalk	270	SY	\$ 35.00	\$ 9,450.00
7	Type C Concrete Curb	70	LF	\$ 17.00	\$ 1,190.00
8	ADA Ramp	2	EA	\$ 427.00	\$ 854.00
9	Reinforced Bus Shelter Slab	23	SY	\$ 86.00	\$ 1,978.00
10	Relocate Existing Bus Shelter	1	LS	\$ 600.00	\$ 600.00
11	Adjust Existing SSMH Cover	1	EA	\$ 180.00	\$ 180.00
12	Crosswalk	1	LS	\$ 1,000.00	\$ 1,000.00
Total Quote					\$ 20,832.00

The Bowpicker Boat and access stairs will be temporarily relocated prior to the start of construction. Please coordinate construction activity to accommodate the owner's schedule.

Please review the attached project plans and sample City contract. The City will execute this contract with the selected Contractor. Contractor shall read and comply with the attached documents before finalizing a quote.

Quotes are due November 4, 2014 by 2:00 p.m. Please send sealed quotes to:

City of Astoria Engineering Division
Attn: Nathan Crater, PE
1095 Duane St
Astoria, OR 97103

Fax and emailed quotes will be accepted for this project, but require confirmation of receipt. All work and material shall meet APWA and City of Astoria Standards and Specifications. The project will need to be completed 30 days after notice-to-proceed.

Total Quote: \$ 20,832.00

11-4-14
DATE SIGNED

Big River Construction, Inc.
OFFEROR
[Signature] Vice President
SIGNED (NAME AND TITLE)
1050 OLNEY AVE.
MAILING ADDRESS
ASTORIA, OR 97103
CITY, STATE, AND ZIP CODE
PHONE NUMBER: (503) 332-3878
CORPORATION: YES NO
IF NO, TAX ID NUMBER OR SOCIAL
SECURITY NUMBER: _____
CONTRACTOR BOARD NO. 147632