BID AND CONTRACT DOCUMENTS AND SPECIAL PROVISIONS FOR LOWER COHO CREEK FISH PASSAGE PROJECT



CITY OF SEASIDE, OREGON



NECANICUM WATERSHED COUNCIL

BID OPENING

2:00 P.M., May 11th, 2023 PUBLIC WORKS DEPARTMENT CITY OF SEASIDE 989 BROADWAY SEASIDE, OREGON 97138

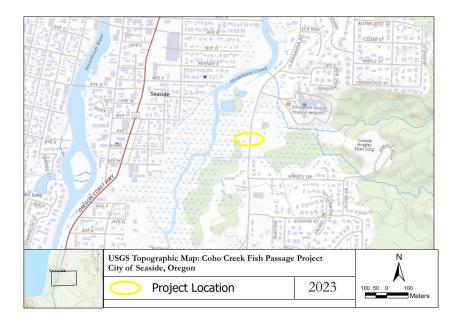


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LOWER COHO CREEK FISH PASSAGE PROJECT Advertisement for Bids

Written, sealed bids will be received by the Public Works Department, City of Seaside, 989 Broadway, Seaside, Oregon 97138, until May 11, 2023, at which time they will be publicly opened and read. First Tier Subcontractor Disclosure forms must be submitted at the same address no later than 2:00 pm on the same date. Bids must be clearly marked with the date and time of bid opening. Bids must be submitted to the City Hall Staff at which time they will be time stamped by the City Hall staff. Any bids with time stamps after 2:00 pm will be disqualified and not opened or accepted.

The work consists of supplying all labor, tools, equipment, and materials, not included any materials previously purchased and provided for the project, necessary to remove and construct a new structure on Wahanna Road, and includes, but is not limited to, the following work elements (see details in Description of Project Section):

- Fish Salvage and Work Isolation
- Site preparation and Subgrade Footing Placement (incl natural substrate)
- Install Channel Spanning Structure, Utilities Relocation, and Road Resurfacing
- Site rehabilitation, large wood placement, and native planting
- New utility water main and sewer installation**

**NOTE: Details on this design element are not part of this bid solicitation package and will be designated as a discrete contract amendment to be negotiated with the City of Seaside

Estimated project cost range: \$585,000-\$785,000 Bidding documents may be examined at the following location:

Seaside Public Works 1387 Avenue "U" Seaside, OR

Digital copies of design plans and specifications may be obtained beginning April 27th, 2023 from Seaside Public Works at 1387 Avenue "U", Seaside, OR.

All qualified bids will be publicly opened at the designated time and place. They shall be intact with the bid documents and must be accompanied by a bond, postal money order, certified or cashier's check from the bidder in the amount of five percent of the bid as security.

The City of Seaside Public Works Department and Necanicum Watershed Council will hold a mandatory pre-bid meeting on Friday, May 5th, at 10:00am at the Seaside Wahanna Ballfields Parking lot located at 1125 S Wahanna Rd, Seaside, OR 97138. The meeting will include a walk-through of the project site. All bidders are required to attend. A bid will not be considered if received from a bidder who did not sign the provided attendance sheet. Statements made at the pre-bid meeting are not binding on the agency unless followed up by written Addendum. Bidders shall be registered with the Oregon Construction Contractors Board prior to bid opening. Bids shall contain a statement as to whether the bidder is a resident bidder as defined by ORS 279.029. The successful bidder will be required to execute a formal contract and performance bond form as approved by the City of Seaside's attorney. Bidders shall comply with the requirements of the prevailing wage law in ORS 279.350.

The City of Seaside may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for any good cause any or all bids and delete items listed in the bid schedule upon a finding of the City of Seaside that is in the public interest to do so.

This advertisement will be published in the following newspapers and outlets on the dates shown:
Daily Astorian
Seaside Signal
Tillamook Headlight Herald
Daily Journal of Commerce
Necanicum Watershed Council Social Media Channel

BID SUBMITTAL REQUIREMENTS

- A. Describe the proposed approach to completing the project elements and meeting the goals described in this RFP.
- B. List available equipment and operators and operating rates (federal prevailing wages).
- C. Provide the completed cost sheet including all costs and taxes.
- D. Provide three client references, preferably references in the lower Columbia River and North Oregon Coast regions or neighboring communities when available.
- E. If contractor has completed similar public street and drainage, tidal wetland, fish passage or excavation jobs in the past, indicate this in the response to proposal.
- F. Demonstrate ability to meet the timeline outlined in Section VII of this document.

CONTRACTOR SELECTION PROCESS

A. A Technical Advisory Committee shall be established, and each member shall review and rank all proposals based on the budget, prior work history, and ability to meet construction schedule. Review criteria will include: a. Budget (as shown on the cost sheet) -40% b. Ability to meet construction schedule and desired outcomes -40% c. Past work experiences on similar projects/ References -20% B. The Technical Advisory Committee will share and discuss their scores. Scores will direct the Committee to select a proposal by consensus.

STATEMENT OF RESIDENCY

ORS 279.025(2)(h) states: "That each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029;"

ORS 279.029(6)(b) states: ""Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to this subsection."

ORS 279.029(6)(c) states: ""Nonresident bidder" means a bidder who is not a "resident bidder" as defined by paragraph (b) of this subsection."

AS STATED ABOVE THE UNDERSIGNED BIDDER IS CLASSIFIED AS FOLLOWS:

	RESIDENT BIDDER
	NONRESIDENT BIDDER
CONTRACTOR:	
Firm Name	
Address	
City, State, Zip Code	
Name and Title	
Area Code and Phone Number	

BID FORM

PR	OPOSAL OF	(hereinafter called "Bidder"), organized and	
existing under the laws of the State of			
pa:	rtnership" or "an individual" as applicable.)	(Insert "a joint venture", "a corporation", "a	
	To CIT	Y OF SEASIDE	
		er called "Owner"]:	
a)	The undersigned Bidder, in compliance with ADVERTISEMENT FOR BIDS and the INS		
	LOWER COHO CREE	DE—WAHANNA ROAD EK FISH PASSAGE PROJECT JECT # 2022	
	of the proposed work, and being familiar with proposed project, hereby proposes to furnish construct the project in accordance with the catthe unit prices stated below It is understood. Necanicum Watershed Council will be pre-project. The specific funding for the project.	is with related documents and having examined the site hall the conditions pertaining to the construction of the all labor, materials, equipment, and supplies necessary to contract documents within the time set forth therein, and if by the Contractor that the City of Seaside and urchasing some materials for the project in order to fice of what materials are being purchased can be wer all the costs connected with performing the work much this proposal is a part.	
b)	The Bidder submits the lump sum prices set work involved.	forth herein as those at which the Bidder will perform the	
c)	The Bidder certifies, by the submission of the Wage Rate Laws) will be complied with thro	is bid, all requirements of ORS 279.350 (Prevailing bughout the course of this contract.	
d)	Instructions to Bidders, including without lin	The Bidder accepts all of the terms and conditions of the nitation those dealing with the disposition of bid security and may not be withdrawn for a period of <u>30</u> calendar	
e)		deral, State, and Local laws, ordinances, rules, and contracts of this character even though such laws may intract documents.	
f)	July 1, 2023 and deliver a Performance and I The Bid Security accompanying this bid is to	dder shall execute the Agreement attached no later than Payment Surety Bond as required by contract documents become the property of the Owner in the event the time above set forth, as liquidated damages for the delay	

and additional expense to the Owner caused thereby.

- g) The Bidder agrees to substantially complete the project on or before **September 15, 2023** at the close of the in-water work period. The Bidder accepts the provisions of the Agreement regarding liquidated damages.
- h) The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion with any other bidder, and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.
- i) The Bidder certifies that the Bidder has not discriminated against any group or small business enterprises on the basis of ethnicity, gender identity, sexual orientation, religion, age or other identifiers in obtaining any required subcontracts.
- j) The Bidder will complete the work for the following prices in accordance with the Schedule of Contract Prices as follows:

Bid shall be on the lump sum basis.

TOTAL:	\$

DOLLAR AMOUNT WRITTEN IN WORDS

- k) The following documents are attached to and made a condition of this bid:
 - a. The required Bid Security enclosed with the Bid Form.
 - b. The First-Tier Subcontractor Disclosure Form is submitted in a separate envelope within two hours after the date and time of the bid opening.
 - c. Residency Form
 - d. Addenda Form
 - e. This Bid Form.

Respectfully S	Submitted,		
Name of Firm	<u> </u>		
Address			
	oyer I.D. No		
State Employ	er I.D. No		
State C.C.B. 1	Registration No		
Telephone (_	_)		
FAX No. (_	_)		
	By(Signature)		
	Name(Please prin	nt)	
	Title		
		If Corporation, Attest	
		Dated thisday of	, 2022

BID BOND

KNOWN ALL MEN BY THESE PRESENTS,	that
hereinafter called the Principal, and	, a
corporation duly organized under the laws of the State o	
place of business at	, in the State of, and
authorized to do business in the State of Oregon, as Sure	ety, are held and firmly bound unto the
, hereinafte	er called the Obligee in the Penal Sum of
Dollars (\$), for the payment of which, well and
truly to be made, we bind ourselves, our heirs, executors	s, administrators, successors, and assigns, jointly
and severally, by these present.	
its Bid forhereby made a part hereof.	the Principal herein is herewith submitting his or said Bid, by reference thereto, being ted by the said Principal, be accepted, and the
contract be award to said Principal, and if the said Principality the Performance Bond as required by the Solid documents, this obligation shall be void, if the Principal furnish the Performance Bond, and Payment Bond, the penal sum as liquidated damages.	cipal shall execute the proposed Contract and shall citation Document within the time fixed by said al shall fail to execute the proposed Contract and
Signed and sealed this day of	of,20
	Principal
	By:
	Surety
	By:

APPLICABLE STANDARD SPECIFICATIONS-

The Standard Specifications applicable to the work on this project are the 2021 edition of the "Oregon Standard Specifications for Construction," produced by the Oregon Department of Transportation and the Oregon Chapter of the American Public Works Association.

All number references in the Special Provisions shall be understood to refer to the Section or Subsection of the Standard Specifications bearing like numbers and any applicable modifications to Sections or subsections contained here in their entirety.

Wherever State Agencies, Department or Officers are referred to therein, the comparable City Agencies, Departments, or Officers are meant thereby for the purpose of these documents. Specified definitions are outlined in Section 00110.20 of the Special Provisions.

Copies of the Standard Specifications are available from the Oregon Department of Transportation, Contractor Plans Office, Room 28 Transportation Building, 355 Capitol Street NE, Salem, OR, 97301-3871 (ph: 503-986-3720

In the event of conflict between the requirements of the above referenced agencies and these Special Provisions, the Special Provisions shall take precedence and shall be used in lieu of such conflicting portions.

The Contract Documents will govern the work to be done. Plans furnished and included with the specifications indicate the work proposed and the results that are intended to be accomplished. Anything mentioned in the specifications and not shown on the plans and detailed drawings, or shown on the plans and detailed drawings and not mentioned in the specifications shall be of like effect as though shown or mentioned in both.

SCHEDULE OF MINIMUM HOURLY WAGE RATES

The minimum hourly wage rates and fringe benefits applicable to the work to be done under this contract as called for in Subsection 00170.65 of the Standard Specifications and as prescribed under the provisions of ORS 279.348 through 279.361 and laws amendatory thereof are as hereinafter set forth.

PREFACE

General:

These Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions are issued for the information of bidders submitting bids for the project or work described herein at the time and place specifically indicated herein. They are the Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions which, subject to such revision as may be made a part of the contract for said project or work that may be awarded based on a bid received at said specifically indicated time and place.

Should the project or work described be re-advertised for bids to be received at a time later than the time indicated herein, these specifications and provisions will cease to be applicable and new ones will be issued. Bidders submitting bids at the later time should obtain the new specifications and provisions and base their bids on them, as they will be bound by them in the event they are awarded the contract.

Revisions prior to time of opening bids:

All data herein is subject to revision by the City of Seaside at any time prior to the time specified herein for the receiving of bids. Prospective bidders for the work will be notified of any such revision by letter or telegram sent to the bidders at the addresses available to the City of Seaside.

Revisions prior to execution of contract:

Between the time bids are received and the time the contract is executed, revision of the data herein may be made only by mutual agreement between the successful bidder and the City of Seaside.

DESCRIPTION OF WORK

LOWER COHO CREEK FISH PASSAGE CONSTRUCTION

TIME AND PLACE OF RECEIVING BIDS

Bids for the above described work will be received by the Public Works Department, City of Seaside, 989 Broadway, Seaside, Oregon 97138, until 1:00 p. m., May 11, 2023at which time they will be publicly opened and read. First Tier Subcontractor Disclosure forms must be submitted at the same address not later than 3:00 p.m. on the same date. Bids shall be clearly marked "LOWER COHO CREEK FISH PASSAGE" and show the date and time of bid opening.

COMPLETION TIME LIMIT

Complete all work to be done under the contract no later than September 15st, 2023.

CLASS OF PROJECT

This is a City and State funded project. This project has received funding support from various federal and state sources in partnership with the Necanicum Watershed Council and includes funding from the City of Seaside. Federal funding is involved.

PROJECT INFORMATION

For questions relating to this project, or for information pertaining to plan-holders list and bid results, please contact:

Mike Dimmick, Public Works Director 1387 Avenue "U", Seaside, OR 97138. Phone number (503)738-5112

Noah Dolinajec, Executive Director, Necanicum Watershed Council, 39 N. Holladay Dr., Seaside, Oregon 97138, 503-717-1458

COHO CREEK FISH PASSAGE CONSTRUCTION

PROJECT DESCRIPTION

The project is a collaboration between the Necanicum Watershed Council and the City of Seaside. Funds have been secured from the Oregon Watershed Enhancement Board, City of Seaside, Oregon Department of Fish and Wildlife, and Pacific Lamprey Conservation Initiative to leverage the successful completion of this project.

The Lower Coho Creek Fish Passage goal is to restore full volitional access to 1.4 miles of spawning and rearing habitat needs of local fish populations through the removal of two undersized culverts and associated berm structures currently supporting City of Seaside utilities. This project represents the final barrier for this system to re-establish habitat connectivty to a tributary of Neawanna Estuary in the Necanicum River watershed. The is positioned in critical transition area adjacent to head of tide and funtioning marsh plain habitat. The project proposes to replace the existing undersized culverts crossing under Wahanna Road with a 19' open bottom, multiplate arch with natural stream simulation substrate that meets state and federal fish passage criteria.

Current infrastructure poses barriers under certain flow conditions and impairs hydrologic processes impacting ESA listed coho, Chinook, chum, Pacific lamprey, winter steelhead and cutthroat trout. Through the efforts of multiple partners, final design sheets and specifications are complete along with preliminary cost estimates.

This project represents a phase of broader ecological effort to improve habitat and community resiliency. Replacing the structure will improve conveyance of water and provide flood hazard benefits to the community. Future phases intend to improve habitat complexity through the installation of wood that will provide additional buffers against excessive streambank erosion. Those phases include increasing habitat plant diversity through removal of invasives and strategic native plant installations. Continued engagement with area environmental high school provides is an excellent partnership for long-term stewardship and experiential learning to engage future generations in the benefits of habitat restoration.

CONSTRUCTION APPROACH

The project area for all associated work equals 0.4 acres within waters and wetlands with the exception of staging and fill placement above highest recorded tide for levee construction.

Project elements include:

- Staging and Disposal Areas
- New utility water main and sewer installation
- Fish Salvage and Work Isolation
- Site preparation and Subgrade Footing Placement (incl natural substrate)
- Install Channel Spanning Structure, Utilities Relocation, and Road Resurfacing

• Site rehabilitation, large wood placement, and native planting

STAGING AND DISPOSAL AREAS

Staging of construction materials and equipment will be made available on City of Seaside Public Works facility located 8 blocks from construction area. Disposal of concrete materials can be repurposed at three identified sites to be negotiated in construction contract documents.

NEW UTILITY WATER MAIN AND SEWER INSTALLATION

New water main will be established and temporary re-routed over stream channel away from construction activities until culvert is installed where it will then be installed over top of the new structure. Prior to Culvert Excavation, a new cast-in-place manhole will be placed to the north of the new culvert. This new SSMH will be the receiving station for the Pumped Bypass. A Godwin style (self-priming) pump station shall be installed at the manhole immediately south of the culvert project) with piping to extend to the new Cast-in-Place manhole. Bypass piping to be located outside of the excavation zone and away from construction equipment.

New Gravity Sewer will be installed by placing a new Cast-in-Place SSMH just north of the Spruce / Wahanna intersection on top of the existing sewer main. These flows shall be directed into the north travel lane (east side) with the placement of two (2) SSMH. The new 12" PVC sewer main will go over the top of the new culvert. This will have at least 6" clearance over the Aluminum culvert – and 30"-36" of pipe cover. Sewer main will be then directed to the new bypass discharge manhole for flow to the hospital pump Station to the north of project site.

FISH SALVAGE AND WORK ISOLATION

Prior to any instream work and installation of the temporary stream diversion the project sponsore shall ensure that fish have been captured and removed from the work site per ODFW recommended fish exclusion, capture, handling, and electroshocking protocols and standards. Fish nets shall be used upstream of the bypass pipe intake and downstream of the bypass discharge energy dissipater to prevent fish from entering the bypass pipe intake or moving upstream into the project area.

If the fish exclusion nets are breached and any water enters the site from upstream (due to pump failures, large storm flows or other causes), the project activities shall be halted until fish are excluded from the project area again. Once fish are removed from the site, the site can be dewatered and construction resumed following review and approval by the engineer.

Fish salvage permits have been submitted to minimize impacts to existing fish populations before construction. Project sponsor partners with guidance from ODFW staff will manage the removal of fish and aquatic life from the isolation work areas. The contractor shall allow them access into the isolation work areas before and after installation of the temporary water management facilities and provide pumping as needed to accomplish removal as follows:

• Before Installation of Facilities - Before installing temporary water management facilities fish and aquatic life will be removed within the proposed isolated work area.

- After Installation of Facilities After installing temporary water management facilities, the water level will be reduced through the isolated work area. All fish and aquatic life will be removed as the water level is reduced. The isolation area shall not be de-watered until all fish and aquatic life have been removed.
- Installation of the cofferdams shall take place at low tide to minimize fish entrapment.

WORK ISOLATION

To install the channel spanning structure, work isolation will be required to facilitate excavation needs and placement subgrade material, footings, and sloping for structure. This will also serve to minimize impact to surrounding estuarine environment from construction activities associated with removal of existing struture. To achieve this a coffer dams will be required along with pumping equipment for an estimated 6 week of the in-water work period. Using plan set and specifications as a starting point the contractor shall also submit a dewatering and work area isolation (stream bypass) plan to City of Seaside staff and partners for approval prior to beginning construction.

SITE PREPARATION, SUBGRADE PLACEMENT

Once work isolation and utility relocations have occurred, construction activities will begin to remove artifical berms upstream of existing culvert. The 2 existing culverts will be removed – and this area channelized to natural stream profiles detailed in design set and specification to accommodate re-stablished hydrology.

Concurrently excavation will also be used to re-locate existing watermain, gas, cable, and telephone managed by City of Seaside staff and informed by established agreements with private utility companies. Watermain will be cut and plugged. Storm channel will be redirected temporarily with new manhole and catch basin.

Findings from the geo-technical investigation recommend excavating to depths untill suitable material suitable enough to support structure. These maximum depths are expressed in plan designs and volumes in section F below. Once desired substrate has been identified, slopes will be pulled back to accommodate subgrade material placement, foundation blocks, and backfill materials. As the designs indicate, 24" of subgrade material will be placed at compacted at lifts interval prescribed by construction specifications and recommendations by completed geotechnical report. Foundation blocks will be placed following guidance from manufacturer. During this phase of the construction stream bed material pre- approved by ODFW will be placed to simulate desirable substrate conditions for local fish populations.

INSTALL CHANNEL SPANNING STRUCTURE, UTILITIES RELOCATION, AND ROAD RESURFACING

Once subgrade has been installed, culvert materials and foundation blocks will be mobilized from staging area and installed. Culvert will be backfilled with material and tamped at intervals recommended by geo-technical investigation and specifications in the design set. Utilities will be relocated following directions in final design sets and City of Seaside staff. Road resurfacing will be restored to pre-project conditions applying ODOT standards and additional detail provided by design sets and City of Seaside public works staff.

SITE REHABILITATION, LARGE WOOD PLACEMENT, AND NATIVE PLANTING (OPTIONAL TASK)

Before finalizing utilities and road resurfacing described above, minor site preparations will occur to accommodate habitat design elements to ensure optimal channel corridor conditions including habitat complex structures and native planting activities. Wood structures will be repurposed from trees removed during construction per design sheets. This will provide additional buffer and protection of structure from erosive velocities while adding to habitat complexity for needs of local fish populations. Areas not part of the proposed structure will be seeded for erosion protection and planted with native plant communities after construction. Additional planting events will take place late fall and in successional years by project sponsors.

CITY OF SEASIDE, OREGON CONTRACT DOCUMENTS

CONTRACT TITLE: LOWER COHO CREEK FISH PASSAGE

This contract, made and entered into this	day of	, 2023 by and between the
City of Seaside, a municipal corporation of	of the State of Oregon, herein	after call the "CITY" and full name
and address of person or firm hereinafter	called "Contractor", duly autl	norized to perform such services in
Oregon.		

WITNESSETH:

WHEREAS, the City requires services which contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor is able and prepared to provide such services as CITY OF SEASIDE does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term

TIME IS OF THE ESSENCE FOR THIS CONTRACT. All work under this contract shall be completed within the time period stated in the Bid Proposal.

2. Services

Contractor's services under this Agreement shall consist of the following:

The provisions of ORS Chapters 279 and all other Oregon and federal provisions pertaining to minimum salaries and wages are incorporated herein by reference as if fully set forth. The contractor agrees that the workmen in each trade or occupation required for the work to be done pursuant to the contract, employed in the performance of the contract, either by the contractor or subcontractor or other person doing or contracting to do any part of the work contemplated by the contractor shall be paid not less than the prevailing, minimum hourly rate of wage specified by the Commissioner of the Bureau of Labor (BOLI), and attached hereto.

Contract Documents

The Contractor is hereby bound to comply with all requirements of this agreement, the Contractor's proposal, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the documents prepared by the City Engineer and the performance bond, and payment bond if required, pertaining to this contract, in the City of Seaside, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

3. Project Representative

For purposes hereof, the City of Seaside's authorized representatives will be Mike Dimmick and Noah Dolinajec 1387 Avenue U, Seaside, Oregon 97138;

Telephone: (503)738-5112

4. Contractor's Representative

For purpose hereof, the contractor's authorized representative will be

5. Contractor Identification

Contractor shall furnish to the City of Seaside the contractor's employer identification number, as designated by the Internal Revenue Service, or contractor's social security number, as City of Seaside deems applicable.

6. Contractor is Independent Contractor

- a. Contractor's services shall be provided under the general supervision of the City of Seaside's project director or his or her 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 paragraph 4 of this agreement.
- b. In the event contractor is to perform the services described in this agreement without the assistance of others, contractor hereby agrees to file a joint declaration with the City of Seaside to the effect that contractor's services are those of an independent contractor, as provided under Chapter 864 of the Oregon Laws 1999 edition.

- c. Contractor acknowledges that for all purposes related to this agreement, contractor is and shall be deemed to be an independent contractor and not an employee of the City of Seaside shall not be entitled to benefits of any kind to which and employee of the City of Seaside is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore, in the event that the contractor is found by a court of law or an administrative agency to be an employee of the City of Seaside for any purposes, the City of Seaside shall be entitled to offset compensation due to demand repayment of any amounts paid to contractor under the terms of the agreement, to the full extent of any benefits or other enumeration contractor received (from the City of Seaside or third party) as result of said finding and to the full extent of any payments that the CITY OF SEASIDE is required to make (to contractor or to a third party) as a result of said finding.
- d. The undersigned contractor hereby represents that no employee of the City of Seaside, or any partnership or corporation in which a City of Seaside 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.

7. Subcontracts – Assignment and Delegation

- a. Contractor shall submit a list of subcontractors for approval by the City of Seaside, and contractor shall be fully responsible for the acts omissions of any subcontractors and of all persons employed by them, and neither the approval by the City of Seaside or any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the City of Seaside.
- b. This agreement and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City of Seaside and the contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of the City of Seaside, and any assignment or delegation in violation hereof shall be void.

9. Contractor – Payment of Benefits – Hours of Work

a. The contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor, labor or material for the prosecution of the work provided for in this contract;
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this contract;
- (3) Not permit any lien or claim to be filed or prosecuted against the City of Seaside, on account of any labor or material furnished;
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- b. The contractor or the contractor's surety and every subcontractor or the subcontractor's surety shall file certified statements with the public contracting agency in writing in form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker whom the contractor or the subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the contractor or the contractor's surety or subcontractor or the subcontractor's surety that the contractor or subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the contractor or subcontractor's knowledge.
 - (1) The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid.
 - (2) Each certified statement required by subsection (1) of this section shall be delivered or mailed by the contractor to the public contracting agency. Certified statements for each week during which the contractor or subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279.348 to 279.380.
 - (3) Each contractor or subcontractor shall preserve the certified statements for a period of three years from the date of completion of the contract.
- c. The contractor agrees that if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or subcontractor by any person in connection with this contract as such claim becomes due, the property office of the City of Seaside 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 to the contractor by reason of such contract. Payment of a claim in this manner shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- d. Contractor agrees that no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or where the City of Seaside absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday, Sunday and on any legal holiday as specified in ORS 279.334.

- e. NO CITY OF SEASIDE employee shall be required to work overtime or on a Saturday, Sunday, or holiday in the fulfillment of this contract except where the Contractor agrees to reimburse the City of Seaside in the amount of money paid the employee for such work as determined by state law, the City of Seaside's personnel rules or union agreement. The contractor shall require every subcontractor to comply with this requirement.
- f. The City of Seaside shall pay a fee equal to one-tenth of one percent (0.1 percent) of the price of this contract. The fee is payable to the Bureau of Labor and Industries (BOLI) and shall be mailed or otherwise delivered to the Bureau at the following address: Bureau of Labor and Industries, 800 N.E. Oregon Street, #32, Portland, OR 97232.

10. Contractor's Employee Medical Payments

Contractor agrees to pay promptly as due, to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the contractor's employees, all sums which the contractor agreed to pay for such services and all monies and sums which the contractor collected or deducted from employee wages pursuant to any law, contract or agreement for providing or paying for such service.

11. Early Termination

- A. This agreement may be terminated without cause, prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons authorized by ORS 279.326.
 - (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 suite or action filed in regard to a labor dispute; or
 - (2) If circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the contract.
- B. Payment of contractor shall be as provided by ORS 279.330 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by the contractor against the City of Seaside under this agreement.
- C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of the contractor or the City of Seaside, which accrued prior to such termination.

12. Cancellation for Cause

The City of Seaside may cancel all or any part of this contract if the contractor breaches any of the terms hereof or in the event of any of the following: Insolvency of contractor; voluntary or involuntary petition in bankruptcy by or against the contractor; appointment of a receiver or trustee for the contractor, or an assignment for benefit of creditors of the 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.

13. Access to Records

THE CITY OF SEASIDE shall have access to such book, documents, papers and records of contractor as are directly pertinent to this agreement for the purpose of making audit, examination, excerpts, and transcripts.

14. Work is Property of the CITY OF SEASIDE

All work performed by the contractor under this agreement shall be the property of the CITY OF SEASIDE.

15. Adherence to Law

- A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to; laws, rules, regulations, and policies concerning workers' compensation, an minimum and prevailing wage requirements.
- B. To the extent applicable, the contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.
- C. As provided by ORS 279.318, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affects as if set forth herein in full. If the contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City of Seaside shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the contract and there shall be, in addition to a reasonable extension, if necessary, or the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

16. Changes

The City of Seaside may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material in the amount or adjustment of the work, an equitable adjustment in the contract price and other provisions of this contract may be affected may be made. Any claim by the contractor for an adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by contractor of the notification of charge or the claim will not be allowed. Whether its pursuant to this section or by mutual agreement, no change shall be binding upon the City of Seaside, which expressly states that it constitutes a Change Order to this contract. The issuance of information, advice, approvals, or instructions by the City of Seaside's Representative or other City of Seaside personnel shall not constitute and authorize change pursuant to this section. Nothing contained in this section shall excuse the contractor from proceeding with the prosecution of the work in accordance with the contract.

17. Force Majeure

Neither the City of Seaside nor the contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight, embargo, unusually severe weather or delay of subcontractor or suppliers due to such cause; provided that the party so disenabled shall within ten (10) days from the beginning of such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

18. No Waiver

The failure of the City of Seaside to insist upon or enforce strict performance by the contractor or any of the terms of this contract or to exercise any right 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.

19. Warranties

The contractor shall guarantee all work for a period of ONE YEAR after the date of <u>final</u> acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment here for shall relieve contractor from liability under warranties contained in or implied by this contract.

20. Attorney's Fees

In case suite or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall bay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal to appellate courts.

21. Applicable Law

The laws of the State of Oregon will govern the contract.

22. Conflict between Terms

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

23. Indemnification

Contractor agrees to indemnify and to hold harmless the City of Seaside, its 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 the City of Seaside, contractor or others, resulting from arising out of, or in any way connected with the contractor's sole negligence.

24. Insurance

Prior to starting work hereunder, contractor, at contractor's cost, shall secure and continue to carry during the term of this contract, with insurance company acceptable to the City of Seaside, the following insurance:

- A. Contractor agrees, at contractor's own expense, and at times during the terms of the Agreement, to maintain, keep in effects, furnish and deliver to Owner liability for damages to person or property damages to person or property arising out of this agreement; the amount of this liability insurance shall be \$2,000,000.00 combined single limit bodily injury and property damage named the City of Seaside as additional insured. Contractor agrees to and shall indemnify and hold harmless against any and all claims and demands arising from the negligence of contractor, his officers, agents, invites, and/or employees, as well as those arising from contractor's failure to comply with any covenant of this Agreement on his part to be performed and shall, at contractor's own expense, defend Owner against all suits or actions arising out of such negligence, actual or alleged, and all appeals there from and shall satisfy and discharge any judgment which may be awarded against Owner in any such suit or action, including Owner's attorney's fees and costs incurred therein.
- B. Workman's Compensation for the State Accident Insurance Fund or from a responsible private carrier. Private insurance shall provide the schedule of employees' benefits required by law.

25. Complete Agreement

This contract and any referenced attachments constitute the complete agreements between the CITY OF SEASIDE and contractor and supersedes all prior written or oral discussions or agreements.

IN WITNESS WHEREOF, the CITY OF SEASIDE has	caused this agreement to be	executed by
its duly authorized undersigned officer, acting pursuant t	o authorization of the CITY	OF SEASIDE
Council, duly passed at the regular meeting held on the_	day of	, 2019,
and the contractor has executed this agreement on the da	te herein above first written.	

CITY OF SEASIDE

	By:	
Date		Signature
		Print Name
	Title:	
		CONTRACTOR
	By:	
Date		Signature
		Print Name
	Title:	
	PREFA	CE

General:

These Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions are issued for the information of bidders submitting bids for the project or work described herein at the time and place specifically indicated herein. They are the Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions which, subject to such revision as may be made a part of the contract for said project or work that may be awarded on the basis of a bid received at said specifically indicated time and place.

Should the project or work described be re-advertised for bids to be received at a time later than the time indicated herein, these specifications and provisions will cease to be applicable and new ones will be issued. Bidders submitting bids at the later time should obtain the new specifications and provisions and base their bids on them, as they will be bound by them in the event they are awarded the contract.

Revisions prior to time of opening bids:

All data herein is subject to revision by the City of Seaside at any time prior to the time specified herein for the receiving of bids. Prospective bidders for the work will be notified of any such revision by letter or telegram sent to the bidders at the addresses available to the City of Seaside.

Revisions prior to execution of contract:

Between the time bids are received and the time the contract is executed, revision of the data herein may be made only by mutual agreement between the successful bidder and the City of Seaside.

PUBLIC WORKS CONTRACT PERFORMANCE BOND

City of Seaside State of Oregon

WNOWN ALL MEN DY THESE DRESENTS TI

KNOWN ALL MEN BY THESE PRESENTS, That we,
(Official name)
Whose address is
(Form of Organization)
As Principal, and
(Name and address of Surety)
a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of seaside, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of
DOLLARS.
(The bare contract price, both in words and figures)
lawful money of the United States of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,
THE CONDITIONS OF THIS BOND AND OBLIGATION IS SUCH, that
WHEREAS, on theday of2022
(Name of Contractor)
(Name of Contractor)

the Principal herein, entered into a contract with the City of Seaside, Oregon, the Obligee herein, for the furnishings of materials, labor, and equipment and other requirements for the performance of certain improvements as more fully set forth in contract documents as described in said contract all of which are by reference made a part hereof,

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms of the contract and shall not permit any lien or claim to be filed or persecution against the City on account of any labor or material furnished, and shall promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred to the performance of said contract and shall promptly, as due, make payments to the person, co-partnership, association, or corporation entitled thereto of the monies and sums mentioned in Section 279.320 of the Oregon Revised Statues, and shall promptly pay over to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and his sub-contractors, pursuant to the Section 316.7711, Oregon Revised Statues, then this obligation is to be void, otherwise to remain in full force and effect.

The total amount of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the penalty thereof.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any sub-contractor or other person in the performance of any such work, whether specifically provided for in the contract or not.

This performance bond shall also guarantee the improvement against defects in materials and workmanship for a period of **one (1) year** from the date of written final acceptance of the subject project by the obligee.

This bond is executed for the purpose of complying with Chapter 279 of Title 26, Oregon Revised Statutes, the provisions of which are hereby incorporated herein and made a part hereof.

Said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

, Oregon, this	day of	eaused this Bond to be executed in, 2022.
		Contractor
	By:	
		Principal
Vitnesses:		
		Surety
A true copy of the Power of Attorney must be attached to the original of this bond)		
	By:	
		Attorney-in-Fact Surety
Countersigned:		
By Resident Agent		
Resident Agent		

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that Name of Contractor Address of Contractor _____, hereinafter called CONTRACTOR Corporation, Partnership or Individual and _____ Name of Surety and the City of Seaside, hereinafter called OWNER and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate panel sum of Dollars (\$ ______) in lawful money of the United States, for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION'S such that whereas, the CONTRACTOR entered into a certain contract with the OWNER, ____, 2022, copy of which is hereto attached and Dated the_____day of made a part hereof for the construction of:

CITY OF SEASIDE, OREGON LOWER COHO CREEK FISH PASSAGE PROJECT

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all persons, firms, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials consumed or sued in connection with the construction of such WORK provided for in such contract, and for all labor costs incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materials man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the CONTRACTOR or its SUBCONTRATORS as provided by Oregon Law.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS ACCOMPANYING, the same shall in anyway affect it's obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following. The CONTRACTOR, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER, or SURETY, at any place where an office's regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which CONTRACTOR ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the CONTRACTOR and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FIRST-TIER SUBCONTRACTOR DISCLOSURE

INSTRUCTIONS:

Pursuant to ORS 279.027(3), Bidders are required to disclose information about certain first tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.00. A Public Improvement means projects for construction, reconstruction or major renovation on real property. Public Improvement does not include emergency work, minor alteration, ordinary repair or maintenance necessary in order to preserve a Public Improvement.

This contract requires disclosure of subcontractors.

Disclosure is specifically required when the contract amount of a first tier subcontractor is greater than or equal to:

- 1. 5% of the total contract price, but at least \$15,000; or
- 2. \$350,000, regardless of the percentage the subcontract is of this contract.

You must disclose the following information about that subcontract within two (2) working hours of bid closing:

- 1. The subcontractor's name
- 2. The category of work the subcontractor will be performing
- 3. The dollar value of the subcontract

If you will not be using any subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the form.

The City of Seaside must reject a bid if the bidder fails to submit the disclosure form with this information by the stated deadline. (OAR 137-040-0017).

To determine the disclosure requirements, the City recommends that you disclose subcontract information for any subcontractor as follows:

- 1. Determine the lowest possible contract price. That price will be the base bid amount less all alternate deductive bid amounts (exclusive of any options that can only be exercised after contract award).
- 2. Provide the required disclosure information for any first tier subcontractor whose potential contract services (i.e. subcontractor's base bid amount plus all alternate additive bid amounts, exclusive of any options that can only be exercised after contract award) are greater than or equal to:
 - A. 5% of the total contract price, but at least \$15,000; or
 - B. \$350,000 regardless of the percentage the subcontract is of this contract.
 - C. Total all possible work for each subcontractor in making this determination (e.g. if a subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, the potential amount of subcontractor's services is \$55,000. Assuming that \$55,000 exceeds 5% of the lowest contract price, provide the disclosure for both the \$15,000 services and \$40,000 services).

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (Submit within two (2) working hours following bid closing.)

Project Name													
Address													
County													
Bid Closing Date	e												
Name of Bidding	g Co	ntractor											
This form must be submitted at the location specified in the Invitation to Bid, on the advertised Bid Closing date and within two working hours after the advertised Bid Closing time.													
List below the name of each subcontractor that will furnish labor or labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Check "None" if there are no subcontractors that need to be disclosed. (Attach additional sheets if necessary.)													
NONE (NO SUBCONTRACTORS) CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS													
Name				Category of Work						Dollar Valu	e		

SUMMARY OF 2022 PREVAILING WAGE RATE LAW LEGISLATION PLEASE READ PART OF THIS INFORMATION APPLIES TO THIS PROJECT

BOLI has created a new 2022 wage rate law handbook. Here is the web site with the book on it or you can order a hard copy from BOLI.

http://www.boli.state.or.us/BOLI/WHD/PWR/W PWR Pwrbk.shtml

You must get a \$30,000 bond now for BOLI. On page 2 of the book it explains about the bond and who has to post it.

COHO CREEK - WAHANNA ROAD CULVERT REPLACEMENT FOR FISH PASSAGE

PROJECT PARTNERS





PROJECT DESCRIPTION

THE PROJECT INTENDS TO REPLACE AN EXISTING CORRUGATED METAL CULVERT ON COHO CREEK DRAINAGE, A TRIBUTARY TO NEWANNA CREEK IN THE NECANICUM BASIN. THE EXISTING 36" CULVERT IS LOCATED ON WAHANNA ROAD IN SEASIDE, OREGON, AND POSES A MIGRATION BARRIER TO FISH BECAUSE OF AN UNDERSIZED CULVERT AND TWO (2) IMMEDIATE UPSTREAM CULVERTS. THESE TWO 36" CULVERTS ARE CORRUGATED METAL THAT HAVE EXTREME DEGRADATION AND ARE PARTIALLY BLOCKED. THESE TWO CULVERTS ALSO PROVIDE PROTECTION FOR A 12" GRAVITY SEWER MAIN AND 12" WATER MAIN.

THE NEW CULVERT WILL BE A 19' WIDE BOTTOMLESS ARCH CULVERT TO REPLACE THE SINGLE 36" CULVERT IN THE ROAD PRISM. ALSO THE GRAVITY SEWER MAIN AND WATER MAIN ARE TO BE RELOCATED TO ALLOW THE REMOVAL OF THE TWO 36" CULVERTS AND UPSTREAM BERM.

THE CULVERT REPLACEMENT WILL PROVIDE FISH PASSAGE UTILIZING A STREAM SIMULATION APPROACH.

SHEET INDEX

- SHEET C0.0 COVER SHEET
- SHEET C0.1 GENERAL NOTES
- SHEET C0.2 EXISTING SITE PLAN
- SHEET C0.3 EXISTING CHANNEL CONDITIONS
- SHEET C0.4 SITE ACCESS AND BENCHMARKS
- SHEET C0.5 TEMPORARY WATER MANAGEMENT AND TESC PLAN
- SHEET C0.6 TESC DETAILS
- SHEET C0.7 CULVERT PLAN AND PROFILE
- SHEET C0.8 TYPICAL CREEK SECTIONS
- SHEET C0.9 CHANNEL & HABITAT DETAILS
- SHEET C0.10 CULVERT DETAILS
- SHEET C0.11 ROADWAY PLAN AND PROFILE
- SHEET C0.12 ROADWAY DETAILS

PROJECT VICINITY MAP

DRAFT FINAL DESIGN MARCH 2023



NW 1/4 OF THE SE 1/4 OF SECTION 22, T.6N., R.10W., WILLAMETTE MERIDIAN CLATSOP COUNTY, OREGON USGS QUADRANGLE: TILLAMOOK HEAD, OR



NOT FOR CONSTRUCTION



Necanicum Watershed Council UM WATERSHED COUNC 59 N HOLLADAY DR SEASIDE, 09 97138

CREEK NECOREGON

WHITING ENVIRONMENTAL

СОНО

COVER SHEET

REVISION NUMBER

No. Date Revision

Date Resision

Date Advanced By AJ AJ Checked By CL Designed By AJ Drawn By Checked By CL Designed By CL

C0.0 1 OF

- 2. EXISTING SITE SURVEY AND TERRAIN WERE PROVIDED BY THE CITY OF SEASIDE
- HORIZONTAL DATUM IS NAD83 OREGON STATE PLANE NORTH, INT. FT.
- VERTICAL DATUM IS NAVD88, FT
- 5. ALL SCALES SHOWN ARE FOR 22" X 34" SHEETS.

WORK PERIODS:

- WORK WITHIN ORDINARY HIGH WATER SHALL BE LIMITED TO JULY 1ST THROUGH SEPTEMBER 15.
- 2. SEEDING SHALL TAKE PLACE IMMEDIATELY AFTER FINAL GRADING.

CONSTRUCTION NOTES:

- 1. ALL EQUIPMENT SHALL BE WASHED PRIOR TO MOBILIZATION TO THE SITE TO MINIMIZE THE INTRODUCTION OF FOREIGN MATERIALS AND FLUIDS TO THE PROJECT SITE. ALL EQUIPMENT SHALL BE FREE OF OIL HYDRAULIC FLUID, AND DIESEL FUEL LEAKS. TO PREVENT INVASION OF NOXIOUS WEEDS OR THE SPREAD OF WHIRLING DISEASE SPORES. ALL EQUIPMENT SHALL BE POWER WASHED OR CLEANED TO REMOVE MUD AND SOIL PRIOR TO MOBILIZATION INTO THE PROJECT AREA IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ADEQUATE MEASURES HAVE BEEN TAKEN.
- 2. THE CONTRACTOR SHALL ATTEND A MANDATORY PRE-BID MEETING ON
- ALL WORK SHALL CONFORM TO THE CURRENT EDITIONS OF ODOT STANDARD PLANS & SPECIFICATIONS UNLESS INDICATED OTHERWISE BY CONTRACT DOCUMENTS.
- CONTRACTOR SHALL SUBMIT AN ACCESS, STAGING, AND STOCKPILE PLAN TO OPR FOR APPROVAL PRIOR TO MOBILIZATION
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR OBTAINING ANY REQUIRED TRAFFIC CONTROL OR ACCESS PERMITS
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROVIDING ANY REQUIRED TRAFFIC CONTROL INCLUDING, BUT NOT LIMITED TO,
- ALL EQUIPMENT, MATERIALS, AND PERSONNEL SHALL REMAIN WITHIN THE WORK AREA BOUNDARY
- THE CONTRACTOR SHALL KEEP THE WORK AREAS IN NEAT CONDITION, FREE OF DEBRIS AND LITTER FOR THE DURATION OF THE PROJECT.
- CONTRACTOR SHALL IMPLEMENT MEASURES TO CONTROL AND MINIMIZE WIND BLOWN DUST FROM THE SITE
- 10. ACCESS ROUTES SHALL NOT BE CLEARED OR GRADED WITHOUT PRIOR
- 11. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF DISTURBANCE SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AT NO ADDITIONAL COST TO THE OWNER

UTILITIES:

- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO CONSTRUCTION ACTIVITIES
- 2. THE CONTRACTOR SHALL CALL 800-332-2344 FOR UTILITY LOCATE PRIOR TO CONSTRUCTION.
- 3. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE AFFECTED UTILITY SERVICE TO REPORT ANY DAMAGED OR DESTROYED UTILITIES.
- THE CONTRACTOR SHALL PROVIDE EQUIPMENT AND LABOR TO AID THE AFFECTED UTILITY SERVICE IN REPAIRING DAMAGED OR DESTROYED UTILITIES AT NO ADDITIONAL COST.

AQUATIC SPECIES SALVAGE:

ANY WORK AREA REQUIRING EXCAVATION OR MOBILIZATION OF SEDIMENT WITHIN THE WETTED CHANNEL WILL BE ISOLATED FROM THE ACTIVE STREAM WHENEVER ESA-LISTED FISH ARE REASONABLY CERTAIN TO BE PRESENT, OR IF THE WORK AREA IS LESS THAN 300-FEET UPSTREAM FROM KNOWN ESA-LISTED FISH SPAWNING HABITATS. IF THE WORK AREA ISOLATION PRACTICES WOULD CAUSE GREATER IMPACTS THAN IT WOULD PREVENT, IS LOCATED IN DEEP OR SWIFTLY FLOWING WATER, OR IF FISH CAN BE EFFECTIVELY EXCLUDED BY NETS OR SCREENS, THEN A VARIANCE TO NOT ISOLATE THE WORK AREA MAY BE PURSUED. WORK AREA ISOLATION & FISH SALVAGE ACTIVITIES ARE CONSIDERED INCIDENTAL TO CONSTRUCTION-RELATED ACTIVITIES AND SHALL OCCUR DURING THE STATE RECOMMENDED IN-WATER WORK WINDOWS, WHEN WORK AREA ISOLATION IS REQUIRED, DESIGN PLANS WILL INCLUDE ALL ISOLATION ELEMENTS, FISH RELEASE AREAS, A PUMP TO BE USED TO DEWATER THE ISOLATION AREA, AND, WHEN FISH ARE PRESENT, A FISH SCREEN THAT MEETS NMFS'S FISH SCREEN CRITERIA (NMFS 2011, OR MOST CURRENT). WIDER MESH SCREENS MAY BE USED AFTER ALL FISH HAVE BEEN REMOVED FROM THE ISOLATED AREA. WORK AREA ISOLATION AND FISH CAPTURE ACTIVITIES TAKE PLACE DURING PERIODS OF THE COOLEST AIR AND WATER TEMPERATURES POSSIBLE. NORMALLY EARLY IN THE MORNING VERSUS LATE IN THE DAY, AND DURING CONDITIONS APPROPRIATE TO MINIMIZE STRESS TO FISH SPECIES PRESENT. A FISH BIOLOGIST WILL DETERMINE HOW TO REMOVE ESA-LISTED FISH, WITH LEAST HARM TO THE FISH, BEFORE IN-WATER WORK BEGINS. THIS WILL INVOLVE EITHER PASSIVE MOVEMENT OF FISH OUT OF THE PROJECT REACH THROUGH SLOW DEWATERING, OR ACTIVELY REMOVING THE FISH FROM THE PROJECT REACH. SHOULD ACTIVE REMOVAL BE WARRANTED, A FISH BIOLOGIST WILL CLEAR THE AREA OF FISH BEFORE THE SITE IS DEWATERED USING ONE OR MORE OF A VARIETY OF METHODS INCLUDING SEINING, DIPPING, OR ELECTROFISHING, DEPENDING ON SPECIFIC SITE CONDITIONS. IN AREAS OCCUPIED BY LARVAL LAMPREY, TO THE EXTENT POSSIBLE, SALVAGE USING GUIDANCE SET FORTH IN USFWS 2010 OR MOST RECENT GUIDANCE.

DEPENDENT UPON SITE CONDITIONS, A FISH BIOLOGIST WILL CONDUCT OR SUPERVISE THE FOLLOWING:

- SLOWLY REDUCE WATER FROM THE WORK AREA TO ALLOW SOME FISH TO LEAVE THE WORK AREA VOLITIONALLY:
- IF DEWATERED AREA CONTAINS LARGE FINE/ SANDY SEDIMENT DEPOSITS. LARVAL LAMPREY COULD BE PRESENT, AND POTENTIALLY IN LARGE NUMBERS. IF SO, CONSIDERELECTROFISHING USING LAMPREY ELECTROFISHING SETTINGS (WHICH DO NOT AFFECT BONY FISH) PRIOR TO OR DURING DRAWDOWN. SEE SECTION FURTHER DOWN ON LAMPREY CONSERVATION MEASURES AND ELECTROFISHING GUIDELINES
- 2) INSTALL BLOCK NETS;
 - BLOCK NETS WILL BE INSTALLED AT UPSTREAM AND DOWNSTREAM LOCATIONS AND MAINTAINED IN A SECURED POSITION TO EXCLUDE FISH FROM ENTERING THE PROJECT AREA
 - BLOCK NETS WILL BE SECURED TO THE STREAM CHANNEL BED AND BANKS UNTIL FISH CAPTURE AND TRANSPORT ACTIVITIES ARE COMPLETE. BLOCK NETS MAY BE LEFT IN PLACE FOR THE DURATION OF THE PROJECT TO EXCLUDE FISH.
 - IF BLOCK NETS REMAIN IN PLACE MORE THAN ONE DAY, THE NETS WILL BE MONITORED AT LEAST DAILY TO ENSURE THEY ARE SECURED TO THE BANKS AND FREE OF ORGANIC ACCUMULATION. IF THE PROJECT IS WITHIN BULL TROUT SPAWNING AND REARING HABITAT. THE BLOCK NETS MUST BE CHECKED EVERY 4 HOURS FOR FISH IMPINGEMENT ON THE NET. LESS FREQUENT INTERVALS MUST BE APPROVED THROUGH A VARIANCE REQUEST.
- NETS WILL BE MONITORED HOURLY ANYTIME THERE IS INSTREAM DISTURBANCE.
- CAPTURE FISH THROUGH SEINING, AND RELOCATE TO STREAMS
- WHILE DEWATERING, ANY REMAINING FISH WILL BE COLLECTED BY HAND OR DIP SEINES WITH A MESH SIZE TO ENSURE CAPTURE OF THE RESIDING ESA-LISTED
- FISH WILL BE USED.
- MINNOW TRAPS MAY BE LEFT IN PLACE OVERNIGHT AND USED IN CONJUNCTION
- ELECTROFISH TO CAPTURE AND RELOCATE FISH NOT CAUGHT DURING SEINING, NMFS ELECTROFISHING GUIDELINES SHALL BE USED. THIS STEP IS TO BE USED AS A LAST RESORT; AFTER ALL PASSIVE TECHNIQUES HAVE BEEN EXHAUSTED.
- CONTINUE TO SLOWLY DEWATER THE STREAM REACH
- COLLECT ANY REMAINING FISH IN COLD-WATER BUCKETS AND RELOCATE TO THE STREAM:
- LIMIT THE TIME FISH WOULD BE IN A TRANSPORT BUCKET, AND RELEASE THEM AS QUICKLY AS POSSIBLE:
- THE NUMBER OF FISH WITHIN A BUCKET WILL BE LIMITED, AND FISH WILL BE OF RELATIVELY COMPARABLE SIZE TO MINIMIZE PREDATION; AFRATORS FOR BUCKETS WILL BE USED, OR THE BUCKET'S WATER WILL BE
- FREQUENTLY CHANGED WITH COLD, CLEAR, WATER AT 15 MINUTE, OR MORE-FREQUENT INTERVALS
- BUCKETS WILL BE KEPT IN SHADED AREAS; OR IF IN EXPOSED AREAS, COVERED BY
- DEAD FISH WILL NOT BE STORED IN TRANSPORT BUCKETS BUT WILL BE LEFT ON THE STREAMBANK TO AVOID MORTALITY COUNTING ERRORS.

LEGEND: EXISTING EDGE OF PAVEMENT EXISTING ROAD STRIPING EXISTING CREEK CENTERLINE EXISTING SIDEWALK SITE ACCESS ROUTE STAGING AREA =**EXISTING CULVERT** CONTROL POINT **EXISTING MINOR CONTOUR - 1' INTERVAL** ____5___ **EXISTING MAJOR CONTOUR - 5' INTERVAL** --- ss----**EXISTING SANITARY SEWER LINE** EXISTING WATER LINE — w— EXISTING GAS LINE EXISTING COMMUNICATIONS LINE <u>— т — т — </u> EXISTING FENCE DIVERSION PIPE -XXXXXXXXXXX WATTLES ____ SILT FENCE PROPOSED MINOR CONTOUR - 1' INTERVAL PROPOSED MAJOR CONTOUR - 5' INTERVAL PROPOSED CREEK CENTERLINE

ABUTMENT STREAMBED GRAVEL CLASS 200 RIPRAP

CULVERT

SAWCUT LINE

I.

PROPOSED ROAD RESURFACING

PROPOSED CONCRETE SIDEWALK ZZ/Z/Z/ZGRIND AND INLAY

NOTICE TO EXCAVATORS:

CENTER IS 503-232-1987).

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION

POTENTIAL UNDERGROUND FACILITY OWNERS

Dig | Safely.

Call the Oregon One-Call Cente DIAL 811 or 1-800-332-2344

EMERGENCY TELEPHONE NUMBERS

NW NATURAL GAS M-F 7am-6pm 503-226-4211 Ext.4313 AFTER HOURS 503-226-4211 503-464-777 CENTURYLINK -800-573-1311 CITY BUREAU OF MAINTENANCE 503-823-1700 CITY WATER 503-823-4874 VFRIZON 1-800-483-1000

DRAFT FINAL DESIGN **MARCH 2023** ABBREVIATIONS:

ANNUAL CHANCE EXCEEDANCE

APPROX APPROXIMATE

BEAVER DAM ANALOGUE BDA BFE BASE FLOOD ELEVATION ВМР BEST MANAGEMENT PRACTICE

CAR CONTRACTING AGENCY REPRESENTATIVE

CHNL CHANNEL CL CENTERLINE CONC CONCRETE CONSTR CONSTRUCTION CY CUBIC YARD DEPT DEPARTMENT DOWNSTREAM

EG EXISTING GRADE/GROUND

ELEV. EL ELEVATION EOP EDGE OF PAVEMENT

ESC EROSION AND SEDIMENT CONTROL

EX EXIST EXISTING

FG FINISHED GRADE/GROUND **FPGA** FLOODPLAIN GRADING AREA

FT GB GRADE BREAK

HAB HABITAT HVF HIGH VISIBILITY FENCE

INCHES

ΙE INVERT ELEVATION

LBS POUNDS ΙP LOW POINT LS LIVESTAKE MAX MAXIMUM MID MIDDI F

MGMT MANAGEMENT MIN MINIMUM N/A NOT AVAILABLE

NIC NOT IN CONTRACT NAVD88 NORTH AMERICAN VERTICAL DATUM (1988)

NTS NOT TO SCALE

ODFW OREGON DEPT OF FISH & WILDLIFE ODEQ OREGON DEPT OF ENVIRONMENTAL QUALITY

ODOT OREGON DEPARTMENT OF TRANSPORTATION OHW ORDINARY HIGH WATER

OPR OWNERS PROJECT REPRESENTATIVE

PROP PROPOSED PIP PROTECT IN PLACE RFINE REINFORCED ROW RIGHT OF WAY RR RAILROAD SLOPE SF SQUARE FEET SHT SHEET SPEC SPECIFICATION

ST STREET STA STATION STD STANDARD SS SANITARY SEWER TEMP TEMPORARY

TESC TEMPORARY EROSION AND SEDIMENT CONTROL TOB TOP OF BANK

TOE TOE OF SLOPE TOP TOP OF SLOPE TYP TYPICAL US UPSTREAM VIF VERIFY IN FIFI D W/ WITH

WHS WOOD HABITAT STRUCTURE WSE WATER SURFACE ELEVATION

YR YEAR NOT FOR

ENVIRONMENTA Ш OREGON Ш $\overline{\Upsilon}$ \mathbf{C} SEASIDE 9 WHITING 0

GENERAL NOTES

REVISION NUMBER No. Date Revision 3/9/2023 JOB NO

20220041

C0.1 2 OF

DRAFT FINAL DESIGN **MARCH 2023**

REDUCED DRAWING **VERIFY SCALE**

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

NOT FOR CONSTRUCTION



WHITING ENVIRONMENTAL CREEK SEASIDE, OREGON СОНО

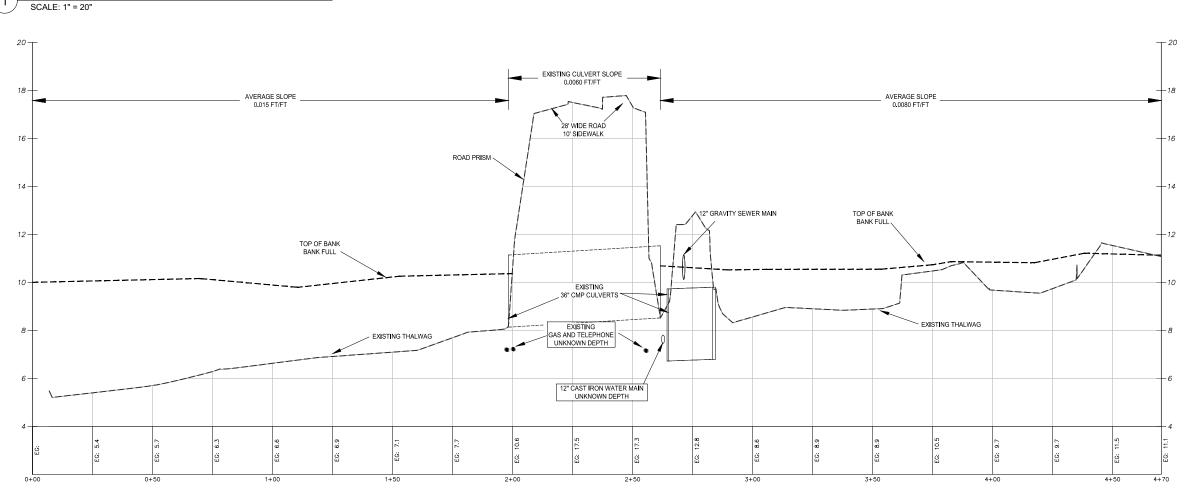
EXISTING SITE PLAN

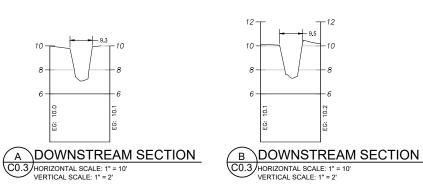
REVISION NUMBER Date 3/9/2023 Drawn By LH

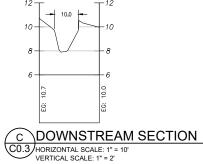
JOB NO. 20220041

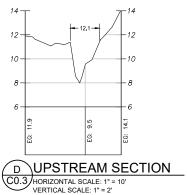
SHEET NO. C0.2 3 of 13

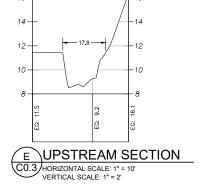
EXISTING CONDITIONS - PLAN VIEW

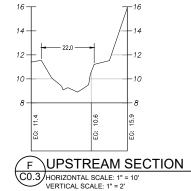




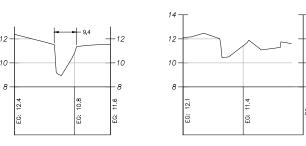






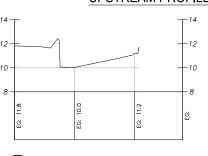


UPSTREAM PROFILES

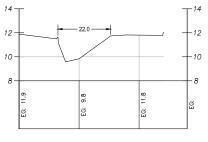


G UPSTREAM SECTION
C0.3 HORIZONTAL SCALE: 1" = 10"
VERTICAL SCALE: 1" = 2"

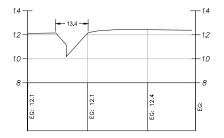




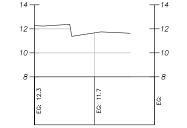
















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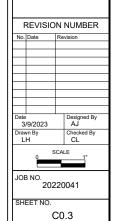






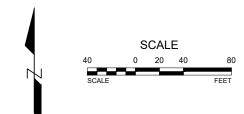
WHITING ENVIRONMENTAL CREEK OREGON SEASIDE, СОНО





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DRAFT FINAL DESIGN MARCH 2023



GENERAL NOTES:

- SITE TOPOGRAPHY PROVIDED BY CITY OF SEASIDE. HORIZONTAL DATUM IS NAD83 OREGON STATE PLANE, NORTH ZONE, INTERNATIONAL FEET. VERTICAL DATUM IS NAVD88.
- 2. ENSURE THAT WAHANNA ROAD IS ADEQUATELY BLOCKADED AND DETOUR SIGNAGE IS INSTALLED PER THE CITY OF SEASIDE BEFORE PROJECT WORK BEGINS.

PROJECT CONTROL:

CONTROL POINT	DESCRIPTION	NORTHING	EASTING	ELEVATION
1001	MAG SPIKE	864212.59	7334196.88	17.57
1002	REBAR/CAP	864378.42	7334417.72	17.18
1003	REBAR/CAP	864386.13	7334611.04	16.81
1004	MAG SPIKE	864552.53	7334221.68	16.06
1007	60D SPIKE BM TOP OF NAIL IN LIGHT POLE	864322.72	7334212.47	17.42
1218	80D SPIKE BM TOP OF NAIL HEAD	864104.03	7334206.43	22.12

LEGEND:



CONTROL POINT

NOT FOR CONSTRUCTION





shed III RSHED COUNCIL WO ADAY DR 100 100 100 100 100 100 100

Watershed
Council
ANICUM WATERSHED C
39 N HOLLADAY DR
SEASIDE, OR 97138

WHITING ENVIRONMENTAL COHO CREEK SEASIDE, OREGON

SITE ACCESS AND BENCHMARKS

REVISION NUMBER

No. Date Revision

AJ

Drawn By
LH

Date Revision

CL

SCALE 1°

DATE REVISION

SCALE 1°

DATE REVISION

DATE REVISION

DATE REVISION

CO.4

5 of 13

WORK AREA ISOLATION NOTES:

- 1. THE CONTRACTOR SHALL SUBMIT A DEWATERING AND WORK AREA ISOLATION (STREAM BYPASS) PLAN TO THE CAR FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL DESIGN AND PERFORMANCE OF DEWATERING SYSTEM
- 3. ALL DEWATERING SYSTEM MATERIALS SHALL BE REMOVED FROM THE SITE AT THE COMPLETION OF THE PROJECT.
- 4. WATTLES SHALL BE PLACED DOWNSTREAM OF THE WATER RETURN TO TRAP SILT. PLACE WATTLES WITHIN EXCAVATED CHANNEL AREAS TO STABILIZE SLOPES.
- 5. STATIONARY POWER EQUIPMENT, SUCH AS GENERATORS, WITHIN 150-FEET OF THE WATER SHALL BE DIAPERED TO PREVENT LEAKS.
- ALL POWER EQUIPMENT WITHIN 150-FEET OF THE WATER SHALL BE INSPECTED DAILY FOR FLUID LEAKS AND REPAIRED, PRIOR TO USE WITHIN 150-FEET, IF A LEAK IS DETECTE3D. THE CONTRACTOR MUST KEEP DAILY INSPECTION REPORTS IN A DIARY.
- 7. PUMPS USED FOR DEWATERING SHALL HAVE INTAKE SCREENS.
- 8. SEE NOTES ON C0.1 FOR FISH SALVAGE.

EROSION CONTROL NOTES:

- EROSION, SEDIMENT AND POLLUTANT CONTROL IS REQUIRED FOR THIS PROJECT.
- PREPARE AN EROSION, SEDIMENT AND POLLUTANT CONTROL PLAN (ESPCP) BEFORE BEGINNING WORK. KEEP A COPY OF THE ESPCP ON SITE AT ALL TIMES DURING THE PROJECT.
- THE EROSION AND SEDIMENT CONTROL FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE AND SEASONAL CONDITIONS. UPGRADE THESE FACILITIES TO ADDRESS CHANGING WORK OR WEATHER CONDITIONS.
- SELECT BEST MANAGEMENT PRACTICES (BMPs) FROM THE FOLLOWING DOCUMENTS: 1) THE STANDARD ODOT CONSTRUCTION SPECIFICATIONS AND 2) THE PROJECT SPECIAL PROVISIONS.
- INSTALL, MONITOR, REPLACE AND UPGRADE ALL FACILITIES AND MEASURES. PERFORM MAINTENANCE TO ENSURE THEIR CONTINUED FUNCTIONING.
- INSPECT AND MAINTAIN ALL FACILITIES AND MEASURES UNTIL WORK AREAS ARE RESURFACED OR STABILIZED
- COMPLETE AN EROSION CONTROL MONITORING FORM AFTER EACH INSPECTION. INCLUDE THE INSPECTION DATE AND TIME. RETAIN THESE COMPLETED FORMS ON SITE AND PROVIDE THEM UPON
- NO VISIBLE AND MEASURABLE SEDIMENT OR POLLUTANT SHALL EXIT THE SITE, ENTER A PUBLIC RIGHT-OF-WAY OR BE DEPOSITED INTO ANY WATER BODY OR STORM DRAINAGE SYSTEM.
- FOLLOWING A STORM EVENT, INSPECT AND ADJUST, REPAIR, IMPROVE OR REPLACE ALL DEFICIENT OR FAILING FACILITIES AND MEASURES.
- 10. STABILIZE ALL EXPOSED SOIL IMMEDIATELY FOLLOWING GROUND DISTURBING ACTIVITY.
- 11. STABILIZE AND PROTECT STOCKPILED SOIL WITH APPROVED MEASURES.
- 12. REMOVE EROSION AND SEDIMENT CONTROL FACILITIES AFTER THE PROJECT IS COMPLETED AND ACCEPTED

NOT FOR

DRAFT FINAL DESIGN



ENVIRONMENTAL Ш OREGON Ш $\overline{\mathbf{C}}$ \circ SEASIDE, OHO WHITING

EMPORARY WATER MANAGEMENT AND

REVISION NUMBER 3/9/2023 JOB NO. 20220041

C0.5 6 OF

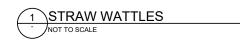
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JOB NO. 20220041

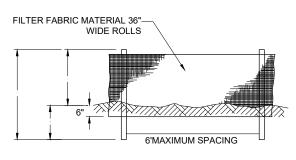
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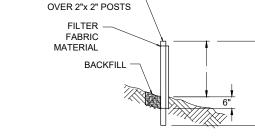
C0.6

STAKE LOPE CONTOURS. RICE, COCONUT OR EXCELSIOR WATTLES STAGGER JOINTS SECTION STAKING SPACING 4" O.C. 1. STAKING SPECIFICATIONS: a. 1"x2" WOODEN STAKES
b. ADDITIONAL STAKES MAY BE TIGHTLY ABUT INSTALLED ON DOWNHILL SIDE ADJACENT WATTLES OF WATTLES, ON STEEP SLOPE OR HIGHLY EROSIVE SOILS.



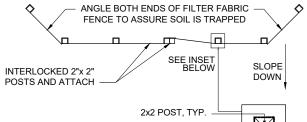
PLAN VIEW





USE STITCHED LOOPS

ELEVATION



LOOPED FABRIC

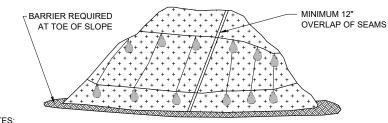
PLAN VIEW

1. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-INCH OVERLAP, AND BOTH ENDS SECURELY FASTENED TO THE POST, OR OVERLAP 2 INCH X 2 INCH POSTS AND ATTACH AS SHOWN.

SECTION

- 2. BURY BOTTOM OF FILTER FABRIC 6" VERTICALLY BELOW FINISHED GRADE.
- 3. 2"x 2" FIR, PINE OR STEEL FENCE POSTS. INSTALL POSTS UPHILL OF FILTER FABRIC.
- 4. STITCHED LOOPS TO BE INSTALLED ON THE UPHILL SIDE OF FABRIC. 5. COMPACT ALL AREAS OF FILTER FABRIC TRENCH.
- 6. FILTER FABRIC FENCES SHALL BE INSPECTED BY CONTRACTOR IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE **IMMEDIATELY**

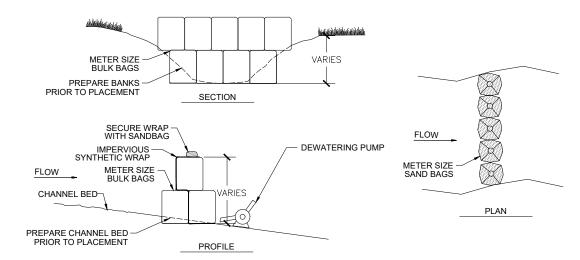
ONE FABRIC STAPLE SECURES BOTH ENDS OF FABRIC TO POST SILT FENCE



NOTES:

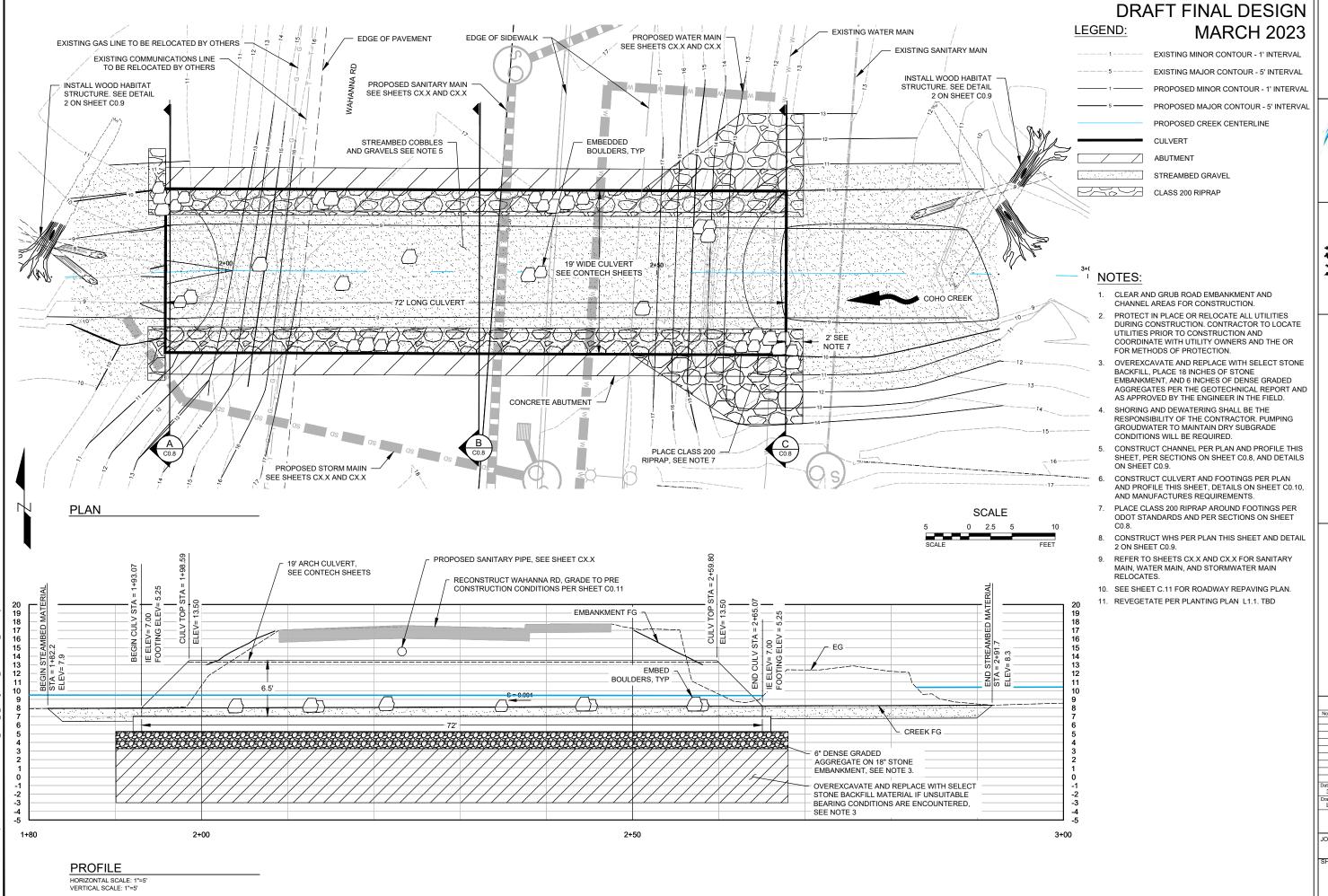
- 1. COVERING MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS ON ROPES
- 2. STOCKPILE SHALL BE LOCATED ABOVE TOP OF BANK.





- 1. CONSTRUCTION CREWS SHALL INSTALL BULK BAG COFFER DAMS AS SHOWN ON PLAN TO ISOLATE THE EXCAVATION AREAS.
- 2. IN ADDITION TO BULK BAGS, USE AN IMPERVIOUS SYNTHETIC LINER TO REDUCE PERMEABILITY OF BLUK BAG COFFER DAM.
- 3. HEIGHT OF THE BULK BAG COFFER DAMS SHALL BE HIGH ENOUGH TO PREVENT BYPASS FLOWS FROM ENTERING THE ISOLATED WORK AREA. DAM HEIGHTS AND MATERIALS SHALL BE INCLUDED IN THE CONTRACTOR'S WORK CONTAINMENT AND DEWATERING PLAN.

TEMPORARY BULK BAG COFFER DAM



NOT FOR

ENVIRONMENTAL 田 SEASIDE, OREGON $\overline{\mathbf{C}}$ \circ OHO WHITING

CULVERT PLAN AND PROFILE

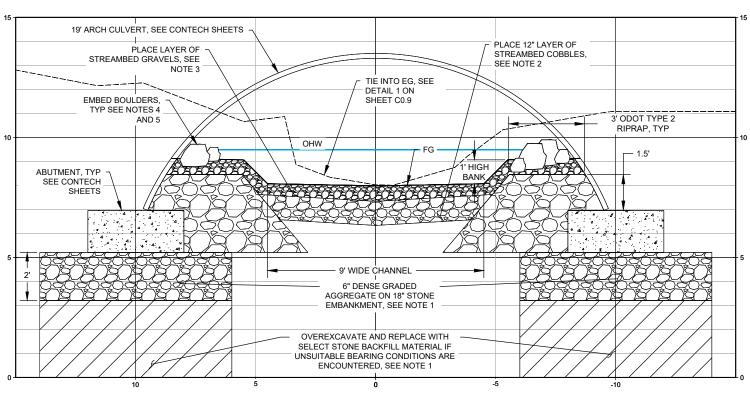
REVISION NUMBER 3/9/2023 20220041

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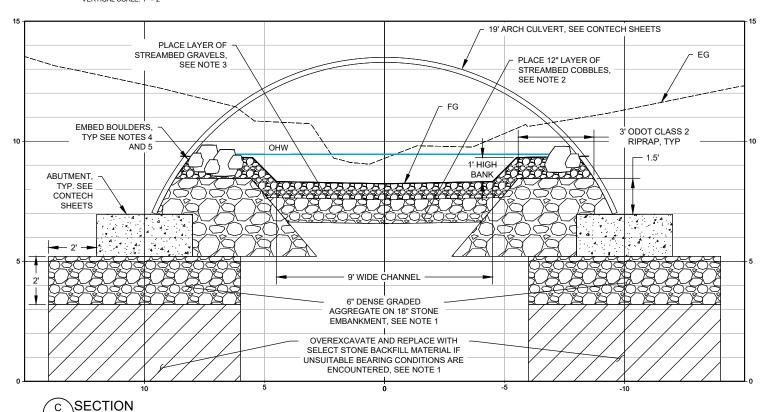
C0.7

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DRAFT FINAL DESIGN **MARCH 2023**



SECTION C0.7 HORIZONTAL SCALE: 1" = 2' VERTICAL SCALE: 1" = 2'

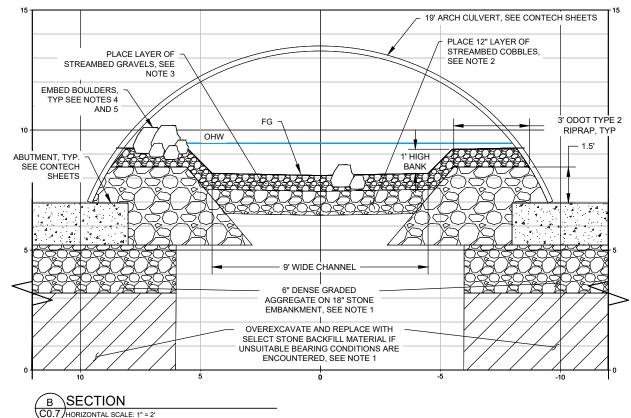


NOTES:

1. ELEVATIONS ARE AS INDICATED ON COVER SHEET.

C0.7 HORIZONTAL SCALE: 1" = 2' VERTICAL SCALE: 1" = 2'

- 2. VERTICAL EXAGGERATION IS 1H:1V (NO EXAGGERATION).
- 3. SEE SELECTION SOURCE SHEET FOR VIEW ORIENTATION (UPSTREAM OR DOWNSTREAM) OF SECTIONS



NOTES:

OVEREXCAVATE FOOTING BEARING PADS AND REPLACE WITH SELECT STONE BACKFILL, PLACE 18 INCHES OF STONE EMBANKMENT, AND 6 INCHES OF DENSE GRADED AGGREGATES PER THE GEOTECHNICAL REPORT AND AS APPROVED BY THE ENGINEER IN THE FIELD.

VERTICAL SCALE: 1" = 2'

- 2. PLACE A 3 FOOT WIDE, 1.5 THICK LAYER OF ODOT CLASS 2 RIPRAP ON THE FOOTINGS AS SHOWN AND PER ODOT STANDARDS. RIPRAP SHALL EXTEND A MINIMUM OF 2' FROM THE FACE OF CULVERT
- CONSTRUCT THE CHANNEL WITH AN 12 INCH THICK LAYER OF STREAMBED COBBLES.
- PLACE 6 INCH TO 10 INCH THICK LAYER OF STREAMBED GRAVELS ON TOP AND WASH IN STREAMBED GRAVELS UNTIL WATER NO LONGER INFILTRATES. CONDUCT FINAL PROOFING OF CHANNEL WITH PUMPED FLOWS AFTER WASHING IN GRAVEL AND PLACEMENT OF COBBLES/BOULDERS. FINAL APPROVAL REQUIRED BY ENGINEER
- 18-24 INCH BOULDERS SHALL BE EMBEDDED MINIMUM OF HALF THE DIAMETER OF THE BOULDER. PLACEMENT PER PLAN AND AS INSTRUCTED IN THE FIELD BY ENGINEER
- 6. CONSTRUCT BOULDER CLUSTERS ALONG THE ABUTMENT FOOTINGS AS SHOWN ON THE PLANS AND AS DIRECTED IN THE FIELD BY ENGINEER. BOULDERS SHALL BE EMBEDDED A MINIMUM OF HALF THE DIAMETER OF THE BOULDER.

STREAMBED COBBLES MATERIAL:

SIZE (DIA)	PERCENT PASSING
10"	100%
8"	80%
6"	50%
4"	30%
1"	20%
1/2"	15%
1/4" (NO. 4 SIEVE)	10%
SAND (NO. 40 SIEVE)	5%

STREAMBED GRAVELS MATERIAL:

SIZE (DIA)	PERCENT PASSING	
2"	90 - 100%	
1"	60 - 90%	
1/4" (NO. 4 SIEVE)	40 - 60%	
SAND (NO. 40 SIEVE)	25%	
SILT (NO. 400 SIEVE)	20%	

NOT FOR

Ш OREGON Ш $\overline{\mathbf{C}}$

WHITING ENVIRONMENTAL \circ SEASIDE, OHO

TYPICAL CREEK SECTIONS

REVISION NUMBER 3/9/2023

JOB NO. 20220041

C0.8

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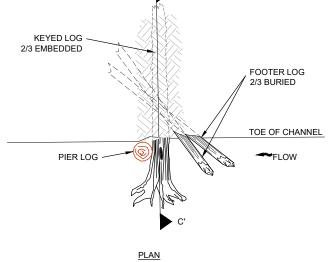
NOT FOR CONSTRUCTION

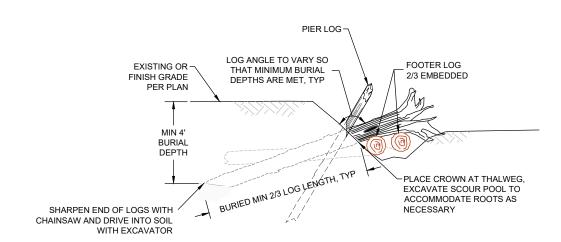
WHITING ENVIRONMENTAL Ш OREGON Ш $\overline{\mathbf{C}}$ \circ SEASIDE, OHO

JOB NO. 20220041

C0.9 10 of

PIECE SUMMARY LENGTH / DBH PIECE QTY 1 DS. 2 US KEYED 30' / 18-24" FOOTER 18-20' / 10-14" 2 FOOTER LOG 2/3 BURIED PIER 12-16' / 10-14" TOE OF CHANNEL FLOW





SECTION C-C'

CHANNEL SECTION NEAR CULVERT INLET AND OUTLET NOT TO SCALE

SEE CULVERT PLAN FOR

THALWEG

THALWEG LOCATION

BOULDERS, TYP

HYDROSEED AND

MULCH TOP OF

BANK TO TOE OF

NATIVE

24" MIN COBBLES AND

GRAVELS (GRAVELS NOT SHOWN)

SEE SHEET 2.2

FOR CHANNEL

GEOMETRY

CONTROL ELEV

WOOD HABITAT STRUCTURE

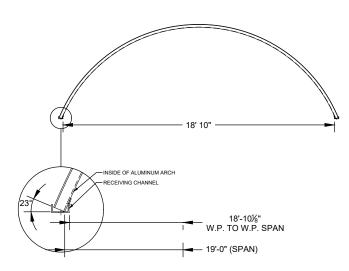
NOT TO SCALE

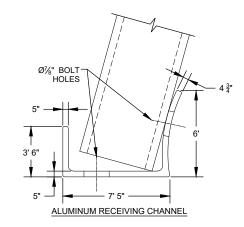
LOG INSTALLATION NOTES:

- 1. NATIVE STREAMBED BACKFILL SHALL BE PLACED IN 12" LIFTS AND COMPACTED TO FIRM UNYIELDING CONDITION.
- 2. CONTRACTOR TO COORDINATE LOG PLACEMENT WITH ENGINEER PRIOR TO CONSTRUCTION. PLACEMENT CAN BE FIELD FIT, BUT THE ENGINEER OR CAR SHALL APPROVE FINAL STRUCTURE ORIENTATION AND LOCATION BEFORE COMPLETION. WHERE POSSIBLE, LOGS PROTRUDING FROM BANK SHALL BE PLACED CANTILEVERED BETWEEN EXISTING LIVE TREES. THE SUPPORTING TREE NEAREST TO THE BANK SHALL BE ON THE DOWNSTREAM SIDE OF THE LOGS.
- 3. EMBEDDED LOGS SHALL BE INSTALLED BY EXCAVATING A TRENCH, PLACING THE LOG, BACKFILLING, AND MACHINE COMPACTING BACKFILL PER SPECIFICATIONS. WHERE EXCAVATION IS NOT POSSIBLE LOG ENDS SHALL BE TIED INTO NATIVE MATERIAL AND BURIED WITH NATIVE MATERIAL PER SPECIFICATIONS.
- 4. FOR BURIED KEYED LOGS EMBED A MINIMUM OF 1/3 THE TOTAL LENGTH OF THE LOG. MIN 6' COVER AT STEM TIP (MEASURED FROM EG).
- EMBED ROOTWAD AS NEEDED TO ACHIEVE REQUIRED BURIAL DEPTH AND ALLOW FOR FULL CONTACT BETWEEN THE BOTTOM OF THE LOG AND THE BOTTOM OF THE CHANNEL. BACKFILL AROUND ROOTWAD WITH NATIVE STREAMBED
- 6. SEE SPECIFICATIONS FOR TREE SPECIES. KEYED LOG DIAMETER MEASURED AT BREAST HEIGHT (DBH) AND LENGTH AS SHOWN ON PLANS.
- 7. CRUSH ALL EXPOSED SAW-CUT FACES.

- 1. ALL DIMENSIONS ARE TO THE INSIDE CORRUGATION,
- UNLESS NOTED.

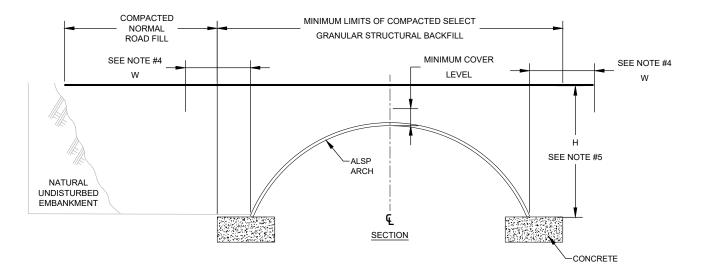
 2. ALL DIMENSIONS ARE SUBJECT TO MANUFACTURING TOI FRANCES





NOTES:

- 1. CULVERT DESIGN SHALL BE MULIPLATE ALUMINUM ARCH CULVERT WITH 19' SPAN BY 6'4" RISE.
- 2. HIGHWAY DESIGN LOAD SHALL BE HL-25
- FOUNDATION EXCAVATIONS SHALL BE INSPECTED BY ENGINEER BEFORE PLACEMENT OF CULVERT AND FOOTING UNITS. PLACE CULVERT AND WINGWALL FOOTINGS DIRECTLY ON SUBGRADE STRUCTURAL FILL PER GEOTECHNICAL REPORT AND
- 4. FOOTING WIDTH SHALL BE DETERMINED BASED ON ALLOWABLE SOIL BEARING CAPACITY (2500 PSF) AND DETERMINED BY THE MANUFACTURER
- 5. CULVERT AND FOOTING THICKNESS TO BE DETERMINED BY MANUFACTURER.
- 6. FOOTING KEYWAY / CULVERT CONNECTION TO BE GROUTED (NON-SHRINK) OR AS OTHERWISE REQUIRED BY MANUFACTURER.
- REMOVE UNSUITABLE FILL & BACKFILL CULVERT PER STRUCTURAL FILL REQUIREMENTS PER GEOTECHNICAL ENGINEERING FIELD INSPECTOR AND CULVERT MANUFACTURER REQUIREMENTS.
- ZONE OF CRITICAL CULVERT BACKFILL (FREE-DRAINING CRUSHED ROCK) SHALL BE PER MANUFACTURER'S RECOMMENDATIONS



NOTES:

- 1. ALL SELECT GRANULAR BACKFILL TO BE PLACED IN A BALANCED FASHION IN THIN LIFTS (6"-8" LOOSE TYPICALLY) AND COMPACTED TO 90 PERCENT DENSITY PER AASHTO T-180.
- 2. COMPLETE AND REGULAR MONITORING OF THE ARCH IS NECESSARY DURING ALL BACKFILLING STEPS.
- 3. PREVENT EXCESSIVE DISTORTION OF SHAPE AS NECESSARY BY VARYING COMPACTION METHODS AND EQUIPMENT.
- 4. TRENCH WIDTH AND / OR SELECT FILL ENVELOPE WIDTH SHALL BE BY DIRECTION OF THE ENGINEER OF RECORD. A TYPICAL WIDTH OF 4 FEET IS DEPICTED. BUT GREATER OR LESSER DISTANCE MAY BE REQUIRED DEPENDING UPON SITE-SPECIFIC

CONDITIONS. THIS WIDTH DEPENDS ON FACTORS SUCH AS THE LATERAL PRESSURES EXERTED BY THE STRUCTURE ONTO THE ADJACENT SOIL FOR THE GIVEN LOADING CONDITIONS, THE STRUCTURE SHAPE, THE QUALITY OF THE SELECT FILL MATERIAL AND THE STRENGTH OF THE IN SITU EMBANKMENT / TRENCH MATERIAL. THESE FACTORS MUST BE EVALUATED BY THE PROJECT ENGINEER FOR EACH SPECIFIC SITUATION.

5. H = STRUCTURE RISE + COVER

ADDITIONAL BACKFILL NOTES:

SATISFACTORY BACKFILL MATERIAL, PROPER PLACEMENT, AND COMPACTION ARE KEY FACTORS IN OBTAINING MAXIMUM STRENGTH AND STABILITY.

THE BACKFILL MATERIAL SHOULD BE FREE OF ROCKS, FROZEN LUMPS, AND FOREIGN MATERIAL THAT COULD CAUSE HARD SPOTS OR DECOMPOSE TO CREATE VOIDS. BACKFILL MATERIAL SHOULD BE WELL GRADED GRANULAR MATERIAL THAT MEETS THE REQUIREMENTS OF AASHTO M-145 FOR SOIL CLASSIFICATIONS A-1, A-2, A-3. BACKFILL MUST BE REPLACED SYMMETRICALLY ON EACH SIDE OF THE STRUCTURE IN 6" LOOSE LIFTS. EACH LIFT IS TO BE COMPACTED TO A MINIMUM OF 90% DENSITY PER AASHTO T-180.

A HIGH PERCENTAGE OF SILT OR FINE SAND IN THE NATIVE SOILS SUGGESTS NEED FOR A WELL GRADED GRANULAR BACKFILL MATERIAL TO PREVENT SOIL

DURING BACKFILL, ONLY SMALL TRACKED VEHICLES (D-4 OR SMALLER) SHOULD

NEAR THE STRUCTURE AS FILL PROGRESSES ABOVE THE CROWN AND TO THE FINISHED GRADE. THE ENGINEER AND CONTRACTOR ARE CAUTIONED THAT

MINIMUM COVER MAY NEED TO BE INCREASED TO HANDLE TEMPORARY CONSTRUCTION VEHICLE LOADS. (LARGER THAN D-4)

DRAFT FINAL DESIGN **MARCH 2023**

NOT FOR CONSTRUCTION

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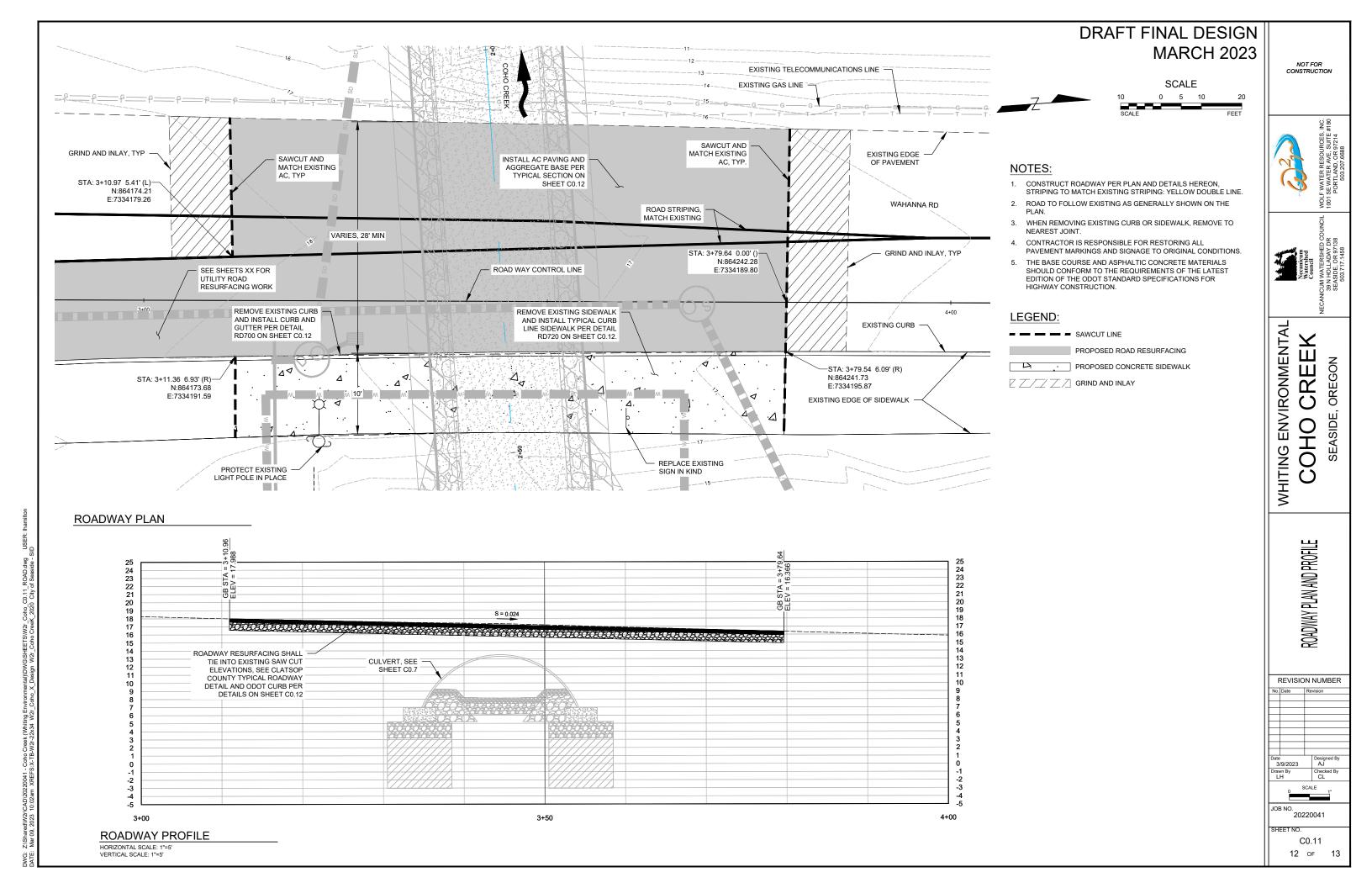
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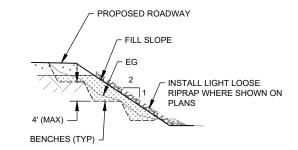
CULVERT DETAILS

REVISION NUMBER 3/9/2023 JOB NO.

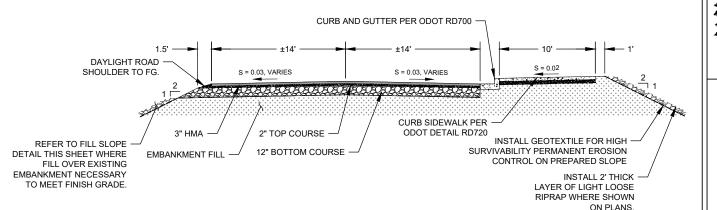
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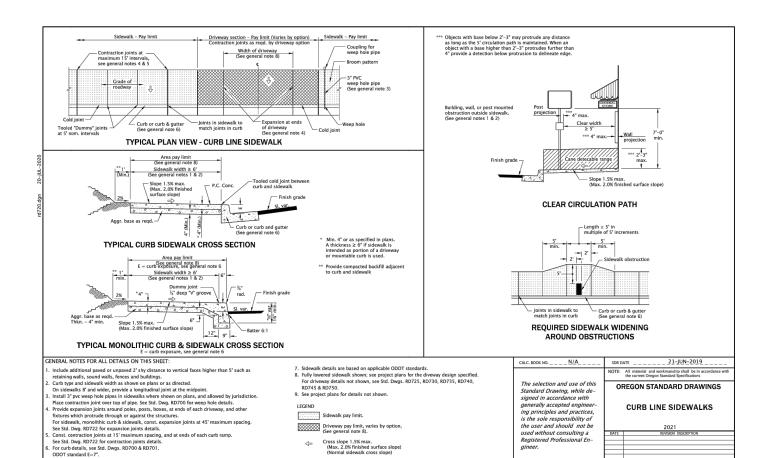
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FILL SLOPE DETAIL NOT TO SCALE





Effective Date: December 1, 2022 - May 31, 2023

ROADWAY TYPICAL SECTION

1- 45 -1/1 3" Asphalt Concrete (if req.) TOP COURSE BASE BOTTOM COURSE BASE 3/4"-0 CRUSHED AGGR. NOM. COMP THKNS. 12" NOM. COMP. THKNS. 2" 4"-0 (or approved equal) AGGR. (1) CONSTRUCTION OUTSIDE R/W LINE SHALL REQUIRE SLOPE EASEMENT. (2) SUB-BASE AND BASE COMPACTED TO 95% MAXIMUM DENSITY. (3) HORIZONTAL AND VERTICAL ALIGNMENT TO MEET A.A.S.H.O. STANDARDS FOR A DESIGN SPEED OF 25 M.P.H. (4) MAXIMUM GRADE 12% (16% MAY BE ALLOWED WITH A.C. PAYING) APPROVAL: DATE CLATSOP COUNTY ROAD DEPARTMENT COMMISSIONER DESIGN STANDARD COMMISSIONER A-20 CLASS ROAD MASTER 8/2006 SCALE NONE ST/RA

CLATSOP COUNTY TYPICAL SECTION

NOT FOR

DRAFT FINAL DESIGN

MARCH 2023

ENVIRONMENTAL Ш OREGON Ш 召 0 SEASIDE, OHO

WHITING

ROADWAY DETAILS

REVISION NUMBER No. Date Revision 3/9/2023 SCALE JOB NO. 20220041 SHEET NO.

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