



City Hall – Council Chambers
206 N. Main Street
Toledo, Oregon 97391
6:00 p.m.

TOLEDO CITY COUNCIL
Work Session – also via Zoom Meeting Platform
September 28, 2022

Virtual Meeting: The City Council will hold the meeting for the City Council and staff in person as well as through the Zoom video meeting platform. The public is encouraged to attend the meeting electronically. Visit the meetings page on the city website for details including meeting login information.

Public Comments: The City Council may take limited verbal comments during the meeting. Written comments may be submitted by email to lisa.figueroa@cityoftoledo.org 3:00 p.m. the day of the meeting to be included in the record. Comments received will be shared with the City Council and included in the record.

1. **Call to Order, Pledge of Allegiance and roll call**
2. **Proclamations/Presentations**
Presentation – Library Board presentation
Presentation – General Ethics and Conflicts of Interest
3. **Visitors/Public Comment**
(The public comment period provides the public with an opportunity to address the City Council regarding items not on the agenda. Please limit your comments to three (3) minutes).
4. **Consent Agenda**
Minutes from the executive session and regular meeting held September 7, 2022
5. **Discussion Items**
There are no items for consideration
6. **Decision Items**
 - Authorize Expenditure of approximately \$102,000 and approve a contract to install liners in sewer mainlines
7. **Reports and Comments**
 - Committee updates
8. **Adjournment**

Comments submitted in advance are preferable. Comments may be submitted by e-mail at lisa.figueroa@cityoftoledo.org. The meeting is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting by calling city offices at (541) 336-2247.

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TOLEDO CITY COUNCIL
EXECUTIVE SESSION
September 7, 2022
5:00 p.m.

1. EXECUTIVE SESSION

Mayor Rod Cross called the Executive Session to order at 5:00 p.m. electronically via Zoom in Toledo, Oregon. He read the declaration of meeting in Executive Session under the provisions of ORS 192.660(2)(e) To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Representatives of the news media and designated staff were allowed to attend the Executive Session. All other members of the audience were prohibited. Representatives of the news media were specifically directed not to report on any of the deliberations except to state the general subject of the session as previously announced.

Present	Absent	
X		Mayor Rod Cross
X		Council President Betty Kamikawa
X		Councilor Jackie Kauffman
	X	Councilor Rob Duprau
X		Councilor Wade Carey
X		Councilor Tracy Mix
X		Vacant
		City Manager Judy Richter
		City Recorder Lisa Figueroa
		City Attorney Mike Adams
		Fire Chief Larry Robeson
		Police Chief Mike Pace
		Library Director Deborah Trusty
		Public Works Director Bill Zuspan

Others Present: Pierre Robert

Councilor Rob Duprau arrived at 5:05 p.m.

No decisions were made in Executive Session.

2. ADJOURNMENT

The Executive Session adjourned at 6:05 p.m.

APPROVE:

ATTEST:

Mayor Rod Cross

City Recorder Lisa Figueroa

**TOLEDO CITY COUNCIL
REGULAR MEETING**
September 7, 2022
6:00 p.m.

1. CALL TO ORDER

Mayor Rod Cross called the meeting to order at 6:11 p.m. also via Zoom in Toledo, Oregon.

Present	Absent	
X		Mayor Rod Cross
X		Council President Betty Kamikawa
X		Councilor Jackie Kauffman
X		Councilor Rob Duprau
X		Councilor Wade Carey
X		Councilor Tracy Mix
		Vacant

Staff present: City Manager (CM) Judy Richter, City Recorder (CR) Lisa Figueroa, Police Chief (PC) Michael Pace, Public Works Director (PWD) Bill Zuspan, Fire Chief (FC) Larry Robeson, City Attorney (CA) Mike Adams, Code Enforcement Officer (CEO) Ron Bush

2. PROCLAMATIONS/PRESENTATIONS

Proclamation – National Preparedness Month

Mayor Cross read a proclamation and declared the month of September, 2022 as National Preparedness Month.

Presentation –My Sister’s Place; Executive Director Amber Wishoff

Executive Director Amber Wishoff addressed the Council. She said many people and businesses were impacted by the pandemic. She said My Sister’s Place has been recovering as well because they have been unable to fundraise for the past three years. She said their facility stayed open during the pandemic but their building started to show signs of deterioration and they need transportation to pick up people from Toledo because the cab companies will not travel to the area. The Council asked several clarification questions in regards to their needs and following discussion, Ms. Wishoff indicated they are requesting \$5,000. Mayor Cross added a decision item to the Agenda for consideration of a donation later in the meeting.

3. INTERVIEWS; CITY COUNCIL CANDIDATES

Mayor Cross noted one of the applicants withdrew their application. The City Council interviewed Kim Bush for the Council candidacy.

4. VISITORS/PUBLIC COMMENT

There were no comments.

1 **5. CONSENT AGENDA**

2 **Minutes from the executive session and regular meeting held August 17, 2022**

3 **Motion** – It was moved and seconded (Kamikawa/Kauffman) to approve the consent agenda as
4 presented and the motion carried unanimously.
5

6 **6. DISCUSSION**

7 **Agenda items topics for joint session with Lincoln County Board of Commissioners**

8 The Council considered several topics for discussion and decided on the following topics:

- 9 • Coordination between Toledo and Lincoln County with the Department of
10 Transportation regarding a potential land slide at the Toledo East Junction entry
- 11 • Plans for current fair grounds (homeless situation) with regards to winter warming
12 shelters
- 13 • Status on properties Toledo requested to acquire several properties: Burch Lane,
14 Meadow Lane, Burch Driveway, 615 W Business Highway 20, Wagon and Burgess,
15 Triangle in between NW 3rd, Beech and NE Hwy 20, Wedge shaped property off of
16 NW Bond Dr., Trapezoid/transferable as a slope easement, Wedge shaped
17 property/access or slope easement between Arcadia and Skyline
- 18 • County staffing levels; is the County back to the staffing levels [pre-Covid] to provide
19 assistance such as treatment and response for mental health
- 20 • What is the status of the building department in relation to providing building permits
- 21 • What is the status of the bus route
- 22 • Communication/sharing information from the County to the City on issues that may
23 affect the City (e.g. building permit issuance, bus route, other services, etc.)
24

25 **7. DECISION ITEMS**

26 **Appoint a Voting Delegate on behalf of the City of Toledo for the Annual League of Oregon**
27 **Cities membership meeting**

28 It was noted CP Kamikawa would be the only Council member at the League of Oregon Cities
29 annual conference.
30

31 **Motion** – It was moved and seconded (Kauffman/Mix) to appoint Council President Betty
32 Kamikawa as the Voting Delegate on behalf of Toledo at the 2022 annual League of Oregon Cities
33 membership meeting and the motion carried unanimously.
34

35 **Authorize Expenditure of approximately \$294,000 for infrastructure improvements**

36 PWD Zuspan presented the council report and said this project will replace the water and service
37 lines on French Street. He said it has been challenging to get the parts needed to complete the
38 project. He said the asphalt will be dug up from French Street with a new water and service line
39 installed
40

41 **Motion** – It was moved and seconded (Mix/Kamikawa) to authorize an expenditure of \$294,000
42 for infrastructure improvements and authorize the City Manager to execute the contract with Jesse
43 Rodriguez Construction LLC and the motion carried unanimously.
44
45

1 **Approve the Addition of an On Call/Casual Dispatcher position for the Police Department**
2 **and add to the Salary Schedule**

3 PC Pace provided the report to the City Council and said it has been challenging to fill the positions
4 within the department. He indicated it is likely the Dispatch Center will lose two dispatchers by
5 the end of the calendar year and one will take a leave in December; which will leave the department
6 with only three dispatchers. He said he needs to consider other options and noted the collective
7 bargaining agreement allows for an on-call/casual position. He said the proposed position would
8 allow the City to hire a former dispatcher [with active certifications] to fill in on an as needed
9 basis. He said the process to hire a new dispatcher is lengthy before they can perform individually.
10 The Council commented on the potential possibilities with a position like this.

11
12 **Motion** – It was moved and seconded (Mix/Carey) to approve the addition of an On Call/Casual
13 Dispatcher to the Police Department and approve the addition of an On Call/Casual Dispatcher to
14 the Toledo Public Safety Association salary schedule.

15
16 **Consideration to appointment of individual to the City Council**

17 CR Figueroa provided the council report and said Ms. Bush also submitted paperwork to run in
18 the General Election. She said the deadline to withdraw from the General Election passed. She
19 indicated if Ms. Bush was appointed to the Council vacancy and then was elected to the Council
20 in the election; she may opt to withdraw from the two year term for the four year term.

21
22 **Motion** – It was moved and seconded (Mix/Kamikawa) to appoint Kim Bush to the City Council
23 vacancy and the motion carried unanimously.

24
25 **Consideration of a donation to My Sister's Place from the City Council Strategic Fund**

26 The Council discussed whether \$5,000 would be enough of a donation and there was a consensus
27 to start with a \$5,000 donation, see whether that will help the organization through October and
28 they can revisit the issue if necessary.

29
30 **Motion** – It was moved and seconded (Carey/Mix) to donate \$5,000 to My Sister's Place from the
31 City Council Strategic Reserve Fund and the motion carried unanimously.

32
33 The City Council recessed at 7:02 p.m. for a short break and reconvened at 7:06 p.m.

34
35 **8. REPORTS AND COMMENTS**

36 CP Kamikawa reported the Solid Waste Advisory Committee will host a follow the waste tour on
37 October 19 beginning in Newport. She noted there will be a tour of the Juno facility as well.

38
39 Mayor Cross indicated the local homeless task force committee met for a second time and said the
40 committee agreed that they will mitigate homelessness as much as they can in the next five years
41 in Lincoln County. He said the Oregon Mayors Association will approach the Legislation for
42 funding to all cities in Oregon to address homelessness.

43
44 LD Trusty provided an infographic to the Council that illustrated Library activities such as books
45 read [1,844] and [179] registrations.

1 PWD Zuspan said aerators at the Wastewater Treatment Plant broke down recently. He said the
2 replacement parts were very expensive but noted the Public Works Supervisor and Equipment
3 Mechanic stepped up and were able to fix the equipment and he commended them for their work.
4 He commented on the length of time it has taken for the County to review building plans.

5
6 FC Robeson reported on the upcoming weather and its impact on fire danger. He reported on the
7 grant the City received from the State Fire Marshal's office and indicated the department has been
8 able to assist in local fire emergencies. He said the department continues to hold trainings for its
9 volunteers.

10
11 PC Pace announced Lights of Hope for Saturday, September 10. He said plenty of activities and
12 resources will be available. He said the department participated in a couple of drug busts. He said
13 the department is hiring for positions in dispatch and patrol. CEO Bush reported to the Council on
14 about assisting the City of Siletz. He said he already closed three cases of approximately 22 cases.

15
16 CA Adams reported he has continued to work on some litigations and records requests. He said he
17 was in contact with the State Fire Marshal's office and will likely cite a business for code violations
18 on an inspection in Municipal Court this week.

19
20 CM Richter noted the City received the second installment of the American Rescue Plan Act funds.
21 She said in regards to the homelessness task force, she is on the committee to draft the
22 Intergovernmental Agreement for all the cities to sign. She announced she was contacted by the
23 RARE program last week and they found a candidate for Toledo. She said she and Mayor Cross
24 interviewed her, she accepted the job and will start with the city within the next couple of weeks.

25
26 Mayor Cross said Art Toledo held their last Art, Oysters & Brews event on Labor Day weekend
27 as a two day event. He said the Yaquina River Museum of Art was grateful for the event because
28 they saw an increase in the attendance of their Art Walk.

29
30 **9. ADJOURNMENT**

31 The meeting adjourned at 7:48 p.m.

32
33 Approve:

Attest:

34
35
36
37 _____
Mayor Rod Cross

City Recorder Lisa Figueroa

**CITY OF TOLEDO
REQUEST FOR COUNCIL ACTION**

	Meeting Date:	Agenda Topic:
	September 28, 2022	Authorize Expenditure of approximately \$102,000 and approve a contract to install liners in sewer mainlines
Council Goal:	Agenda Type:	
Maintain and improve public infrastructure and facilities	Decision Items	
Prepared by:	Reviewed by:	Approved by:
Public Works Director B. Zuspan	City Manager Judy Richter	City Manager Judy Richter

Recommendation:

Motion to authorize an expenditure of \$102,000 and approve the contract with Michels Trenchless Inc for infrastructure improvements.

Background:

This is an ongoing process to reduce inflow and infiltration (I&I) to the Wastewater Treatment Plant (WWTP) by placing Cure-In Place Liners into identified sewer mainlines in an effort to reduce infiltration from reaching the WWTP. This process also adds 20-30 years of life to the pipeline & is a Department of Environmental Quality (DEQ) reportable project. This would complete Projects G & L from the 2011 I&I study conducted by Civil West, and will be reported to DEQ as completed projects. A portion of Project G was recently completed by City crew and contractor to dig and replace a heavily bellied section of mainline in the parking lot on the SW corner of Business Loop 20 & A Street, this was completed in two days by the crew at a savings of nearly \$40,000. Only two contractors responded to the request.

Fiscal Impact:	Fiscal Year:	GL Number:
\$102,000	2022-2023	

Attachment:

1. Bid quote form
2. Contract
3. Bid Request



Michels Trenchless, Inc.

Attn: Bill Zuspan
City of Toledo, OR
541-336-2247 x 2070
pwdirector@cityoftoledo.org

September 16, 2022

Re: CIPP Proposal – “Bus. 20 CIPP Rehabilitation” Toledo, OR, OR

Our quantities are calculated only from take-offs and limited by the information provided at the date indicated above, and the Owner should verify bidding quantities. No specifications were provided to Michels.

Michels Trenchless, Inc. (Michels), is pleased to provide the following quote to your firm for the above-mentioned project, per your request. The following prices should be considered confidential. Your investment for this project is as follows:

Item #	Description	Bid Qty.	UM	Unit Bid Price	Total Bid Price
1	Mobilization	1	LS	\$29,475.00	\$29,475.00
2	8" CIPP - Bus. 20	889	LF	\$78.00	\$69,342.00
3	Lateral Reinstatement	1	EACH	\$346.00	\$346.00
				Total	\$99,163.00

Proposal based on award of all items.

Items Included in Michels' Proposal:

- Michels intends to execute all proposal work in one mobilization to and from project site. Any additional mobilization will be negotiated.
- Pre-Clean/CCTV inspect pipe *immediately prior* to CIPP installation. *Michels' CIPP scope only. See Clarifications and Exclusions.*
- Bypass of mainline sewer flows for Michels' operations *up to 250 GPM, using lay-flat hose or vacuum truck only.*
- “Premier Pipe USA” Cured-in-Place pipe installed at locations associated with quoted items. *All material used in the CIPP application will be submitted and approved after award of project and prior to installation.*
- Internal reinstatement of laterals following CIPP installation (1 ea.). *Lateral reinstatement will be billed at the per each unit price for actual quantities reinstated.*
- Post-lining Clean/CCTV inspect pipe after CIPP installation. *Michels' CIPP scope only.*

Any task or item not specifically included under this Proposal Letter is excluded from the scope of this project. Any additional items or information provided to Michels after the date of this Proposal Letter may result in modifications and/or adjustments to the schedule and pricing.

Michels has based the design on standard industry practices and according to ASTM F1216-16. CIPP liner to use standard polyester resin. The use of vinyl-ester, epoxy, or low VOC resins are excluded from this proposal.

Proposal is based on a standard five day (Monday – Friday) work week. All weekend work is excluded.

No M/W/S/LBE participation, or equivalent, is included in our proposal.

All local apprenticeship and local employment provisions are excluded from this proposal.

Clarifications: Items & Tasks to be provided by Client/Owner (non-chargeable):

- If required, Michels will provide bond for an additional charge of one (1) percent of total price.
- Any heavy cleaning (i.e. more than three cleaning passes) and/or root/mortar/tap removal required, will be billed at Michels' current time & material rates. Those rates can be provided upon request.
- Water source to be within project limits and **no cost** will be associated with its use.
- Dumpsite at or near the project site for material removed from pipeline with **no cost** to Michels.
- Prime contractor must provide a secure staging area for Michels' equipment, located within a 15 minute drive time from the project site location.
- Removal of obstructions will be billed at Michels' current time & material rates.
- The determination of active services will be made by Prime Contractor and/or Engineer.
- Prime Contractor must provide legal right of way access and physical access to both ends of each pipe segment for equipment and personnel to perform all aspects of CIPP operation. ***Manhole, catch basin, or shored pit access on both ends of each pipe segment must be provided for CIPP installation. Drive up access must be provided at all access points. All access requirements, including restoration, to be provided by Prime Contractor/Owner, at no cost to Michels.***
- Proposal assumes work will be performed in accordance with a mutually agreed upon schedule. Proposal is based on performing all work during dry weather.
- Verification of pipe diameter, line length, active lateral verification, pipe condition and Michels' pipe design and material selection. Any change in diameter, line length, wall thickness, or overall project footage will result in an equitable increase or decrease in unit price. Any change in installation locations as stated in official bid documents or documentation provided to Michels at the time of proposal may result in an increase or decrease in unit price.

Exclusions: Items & Tasks to be provided by Client/Owner (non-chargeable):

- Site restoration.
- **Any required traffic control for Michels' operations is excluded from Michels' scope. This includes, but is not limited to Flaggers, TC plans, Arrow Signs, Portable Changeable Message Boards/Signs, No-Parking signs, road closures, detours, ADA Accommodations, Police Officers, etc.**
- **Trenching or ramping for road crossings required for bypass discharge.**
- Dewatering of host pipe and/or access pits.
- Cleaning or CCTV inspection of mainlines not associated with Michels' CIPP scope.
- Cleaning and inspection of service laterals.
- CIPP sectional liners/point repairs.
- Joint sealing, lateral lining, or SCL/"Top Hats".
- **Infiltration control or sealing of host pipe.**
- Internal grout sealing of service laterals.
- **Invert paving and/or pipe grouting, void filling, or pipe repair.**
- Manhole or access structure rehabilitation.
- Pressure testing, leakage testing, and exfiltration testing.
- Any and all environmental requirements including; SPCC, WPC, SWPPP and erosion control.
- All noise abatement requirements and permits.
- Notification of affected parties on a daily basis of the status of the project.
- All permits, fees, licenses, engineering etc., including but not limiting to, railroad permits/insurance if required, and any inspection fees associated with Michels' work. Also includes permits/permissions to discharge CIPP cure water to sanitary systems.
- Warranty TV inspection.
- Any point repairs/excavation/mechanical work required to install CIPP liner.



If at any time Michels Trenchless, Inc. (Michels) discovers any condition that existed but was not discovered due to no fault of Michels or arises that prevents Michels from the installation of CIPP by normal methods, Michels reserves the right to modify this Proposal Letter and any terms or conditions herein. ***If our crews are delayed through no fault of their own, Michels will charge the responsible party \$2,150.00 per crew standby hour for straight time work, 1 ½ time on all overtime work and double time on all weekend work; this rate will also be applied for any extra mobilizations, indoctrinations, meetings, training, etc.***

Material acquisition lead-time is generally 5-6 weeks to Salem, OR. This quote is valid for 30 days. Retainage is to be paid 60 days after owner's acceptance of Michels' work. If the Prime Contractor elects to accept Michels' proposal then both parties expressly agree that this proposal letter will be fully incorporated into the CONTRACT or SUBCONTRACT AGREEMENT. In the event of a conflict between any other provision in the Contract or Subcontract Agreement, the scope and intent of this Proposal Letter shall govern.

Michels appreciates your consideration of this quote and looks forward to working with you on this project. Please feel free to contact me at (503) 364-1199 or szandofs@michels.us so that I may address any questions or concerns you have.

Sincerely,
Michels Trenchless, Inc.

A handwritten signature in black ink, appearing to read "Sam Zandofsky", with a stylized flourish at the end.

Sam Zandofsky
Lead Estimator

Spartan Environmental Services

PO BOX 15027 SALEM, OR 97309

Shane M. Teeters

steeters@spartanenviro.com

Cell: 971-218-2486

Office: 971.600.3983

Fax: 503.689.1304



Specializing in Vac Truck, CTTV, Dump Truck and Excavation Services.

Over 50 years Experience Leading the way.

PO Box 15027

Salem, OR 97309

Submitted To: Public Works Director

Firm Name: City of Toledo

Address: Toledo, OR

09/15/22

Qty	Unit	Description	Unit Price	Extended Price
		Scope of work		
1	each	Mobilization	\$10,480.00	\$10,480.00
1	each	BYPASS PUMPING	\$4,995.00	\$4,995.00
889	ft	8 Liner Installed	\$96.97	\$86,206.33
	each	Lateral REINSTATEMENTS ARE UNKNOWN billed above	\$145.00	

Exclusions:

City to provide water source

City to provide disposal if needed

City to provide any and all traffic control

Pipe must be lineable

Excessive cleaning requiring more then 3 passes will be CO

Roots Off Set Joints and Protruding Taps will be a CO

All Lateral reinstatements will be an additional \$145.00

as they are unknown at this point to how many

WORK CAN BE DONE DAY OR NIGHT up to City of Toledo

Must have access to Manholes

CO=Change Order

Base Total \$101,681.33

Plus laterals

Prior to work being scheduled this quote must be signed and returned accepting the terms and conditions. Payment is due upon completion and invoicing of said project

Company_____ Signature_____ Date_____

Print Name_____



City of Toledo
206 N. Main St
PO Box 220
Toledo, OR 97391

CITY OF TOLEDO CONSTRUCTION CONTRACT – PUBLIC IMPROVEMENT

PROJECT: BUSINESS 20 CIPP REHABILITATION

This CONSTRUCTION CONTRACT – PUBLIC IMPROVEMENT for the above-referenced project (“Agreement”) is entered into between the **CITY OF TOLEDO** (“City”) and **MICHEL'S TRENCHLESS, INC.** (“Contractor”).

RECITALS

A. City requires services that Contractor is capable of providing under the terms and conditions hereinafter described.

B. Contractor is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

- Term.** The term of this Agreement shall be from the date the contract is fully executed until _____, 2022, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Contractor's performance that has not been cured.
- Compensation.** City agrees to pay Contractor a single lump-sum basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed Ninety Nine Thousand Dollars and One Hundred Sixty Three Cents (\$99,163.00).
- Scope of Services.** Contractor's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.
- Standard Conditions.** This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.
- Statutory Conditions.** This Agreement shall include all of the statutory conditions, required by the applicable Oregon Revised Statutes (ORS), as detailed in Exhibit C, attached hereto and by this reference incorporated herein.

6. **Schedule.** The components of the project described in the Scope of Services shall be completed according to Term, above.

7. **Integration.** This Agreement, along with the bid documents, attached as Exhibit A, the Standard Conditions to City of Toledo Construction Contract - Public Improvement, attached as Exhibit B, and the Statutory Conditions to Contract Agreement as Exhibit C contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions, representations, or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

8. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To Contractor:
Name Michels Trenchless, Inc.
Address: 1715 16th Street SE
Salem, OR 97302
ATTN: Sam Landofsky, Lead Estimator

To the City:
City of Toledo
PO Box 220
Toledo, OR 97391
ATTN: City Manager

Contractor shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

9. **Waiver.** No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10. **Attorney Fees.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

11. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on the respective dates specified below.

CONTRACTOR:
MICHEL TRENCHLESS, INC.

By: _____

Title: _____

DATED: _____, 2022.

CITY:
CITY OF TOLEDO

By: Judy Richter
Title: City Manager

DATED: _____, 2022.

EXHIBIT A
BID DOCUMENTS

CITY OF TOLEDO CONSTRUCTION CONTRACT - PUBLIC IMPROVEMENT

This Agreement shall consist of services as detailed in Exhibit A, and other bid documents, attached hereto and by this reference incorporated herein, as follows:

1. Advertisement/email
2. Bidder's proposal, dated September 16, 2022, submitted to City

EXHIBIT B
STANDARD CONDITIONS

CITY OF TOLEDO CONSTRUCTION CONTRACT - PUBLIC IMPROVEMENT

1. Contractor Identification. CONTRACTOR shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Contractor within thirty (30) days after receipt of CONTRACTOR's itemized

statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay CONTRACTOR any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) CONTRACTOR is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) CONTRACTOR represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. CONTRACTOR maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. CONTRACTOR provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. CONTRACTOR makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and CONTRACTOR has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) CONTRACTOR is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City business licenses as per City of Toledo Municipal Code Chapter 5.04). CONTRACTOR shall furnish the tools or equipment necessary for the contracted labor or services. CONTRACTOR agrees and certifies that:

(d) CONTRACTOR is not eligible for any federal social security or unemployment insurance payments.

Page 4 of 10

CONTRACTOR is not eligible for any PERS or workers' compensation benefits from compensation or payments made to CONTRACTOR under this Agreement.

(e) CONTRACTOR agrees and certifies that it is licensed to do business in the State of Oregon and that, if CONTRACTOR is a corporation, it is in good standing within the State of Oregon.

4. 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 or by the City upon five (5) days written notice to the CONTRACTOR, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, CONTRACTOR shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Third-Party Beneficiaries. City and CONTRACTOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

5. Payment of Laborers; Payment of Taxes.

(a) CONTRACTOR shall:

(i) Make payment promptly, as due, to all persons supplying to CONTRACTOR labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the CONTRACTOR under this Agreement and, unless CONTRACTOR is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover CONTRACTOR's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the CONTRACTOR by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve CONTRACTOR or CONTRACTOR's surety from obligation with respect to any unpaid claims.

(d) CONTRACTOR and subcontractors, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

6. Subcontractors and Assignment.
CONTRACTOR shall neither subcontract any of the work, nor assign any rights acquired hereunder, without
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obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the CONTRACTOR.

7. Access to Records. City shall have access to all books, documents, papers and records of CONTRACTOR that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

8. Ownership of Work Product; License. All work products of CONTRACTOR that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by CONTRACTOR under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. CONTRACTOR shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

9. Compliance With Applicable Law.
CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and

state civil rights and rehabilitation and other applicable statutes, rules and regulations.

10. Professional Standards. CONTRACTOR shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

11. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

12. Indemnity and Insurance.

(a) Indemnity. CONTRACTOR acknowledges responsibility for liability arising out of CONTRACTOR's negligent performance of this Agreement and shall hold City, its officers, agents, contractors, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by CONTRACTOR, or the agents, Contractors or employees of CONTRACTOR provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. CONTRACTOR certifies that CONTRACTOR has qualified for workers' compensation as required by the State of Oregon. CONTRACTOR shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Contractors of CONTRACTOR shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of CONTRACTOR and City and for their directors, officers, agents, and employees, insuring

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against liability for damages because of personal injury, bodily injury, death, and broad- form property damage, including loss of use, and occurring as a result of, or in any way related to, CONTRACTOR's operation, each in an amount not less than \$2,000,000 combined, single-limit, per- occurrence/annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by CONTRACTOR.

13. Legal Expenses. In the event legal action is brought by City or CONTRACTOR against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

14. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

15. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

16. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

17. Nonwaiver. The failure of City to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

18. Information and Reports. CONTRACTOR shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. CONTRACTOR shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with CONTRACTOR. Copies as requested shall be provided free of cost to City.

19. City's Responsibilities. City shall furnish CONTRACTOR with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with CONTRACTOR in carrying out the work herein and shall provide adequate staff for liaison with CONTRACTOR.

20. Arbitration. All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Lincoln County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

21. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

EXHIBIT C
STATUTORY CONDITIONS TO CONTRACT AGREEMENT
CITY OF TOLEDO CONSTRUCTION CONTRACT - PUBLIC IMPROVEMENT

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to

such CONTRACTOR labor or material for the performance of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the CONTRACTOR or a subcontractor in connection with the public contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality, or municipal corporation or a subdivision, of the state, county, school district, municipality or municipal corporation, may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begins at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum.

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The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ORS 279C.520

(1) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for:

(a)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(2) A contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

ORS 279C.525 In addition to any other laws, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources, the following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Toledo Erosion Control Standards, Drainage Control, and Geologic Hazards (Ref. Toledo Municipal Code Chapter 15.20).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care, or other needed care and attention,

incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

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

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 – 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest if any payment becomes overdue.

ORS 279C.580(3)

(a) CONTRACTOR shall pay first-tier subcontractors for satisfactory performance under subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of

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CONTRACTOR's receipt of such payments from the CITY. If CONTRACTOR does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, the CONTRACTOR shall pay the first-tier subcontractor an interest penalty as provided in ORS 279C.580(3)(d). The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors.

(b) ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.825 A fee established by administrative order, is required to be paid to the Commissioner of the Bureau of Labor and Industries at the time the City notifies the Commissioner under ORS 279C.835 that a contract subject to the provisions of ORS 279C.800 to ORS 279C.870 has been awarded.

ORS 279C.830(1) (1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract as defined in the applicable publication entitled Definitions of Covered Occupations for Public Works Contracts in Oregon, found on the Oregon Bureau of Labor and Industries (BOLI's) website at:

<https://www.oregon.gov/boli/employers/Pages/prevaling-wage-rates.aspx>. The workers shall be paid not less than the specified minimum hourly rate of wage.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

- (a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.
- (b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by ORS 279C.845. The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified statements as required by this section.

ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under ORS 279C.845(7). CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section.

ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

OAR 137-049-0200(2). CONTRACTOR shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the CITY's prior Written consent. Unless otherwise agreed by the CITY in Writing, such consent

shall not relieve CONTRACTOR of any obligations under the Contract. Any assignee or transferee shall be considered the agent of CONTRACTOR and be bound to abide by all provisions of the Contract. If the CITY consents in Writing to an assignment, sale, disposal or transfer of CONTRACTOR's rights or delegation of CONTRACTOR's duties, CONTRACTOR and its surety, if any, shall remain liable to the CITY for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in Writing.

Request for Quotes:

Gentlemen, the City of Toledo is inviting you to provide quotes for CIPP liner installs in each of the following segments of sewer line. All lines appear to be 8" in diameter. Please find the attached map to aid in locating the manholes and lines that require liner install. Number of laterals is unknown.

City will provide water, traffic control & fenced overnight parking.

It is possible that it may be beneficial to perform this work during nighttime hours due to flows and traffic volumes. (Just an option.)

MANHOLE LIST

D-11 TO D-9-APPROX 388'

D-9 TO D-8- APPROX 107'

D-8 TO D-4- APPROX 153'

D-4 TO D-3- APPROX 111'

D-3 TO D-2- APPROX 130'

D-2 TO D-1- NO LINER- SECTION SCHEDULED FOR REPLACEMENT

D-1 TO F-8- APPROX 190'

Please return quotes to pwdirector@cityoftoledo.org no later than September 16, 2022 with a project completion target date of October 31. On-site visits are welcome, please contact me with any questions. Please comply with all wage laws, possible prevailing wage project.