

**Lowell City Council**  
**Executive Session and Work Session Meeting Agenda**  
**Tuesday, March 3, 2026, at 7:00 P.M.**  
Lowell Rural Fire Protection District Fire Station 1  
389 North Pioneer Street, Lowell, OR 97452

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**Executive Session Agenda**

Executive Sessions are closed to the public. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No decision will be made during or following this executive session. For that reason, the City Council will adjourn immediately following the executive session and will not be returning to open session.

**Call to Order/Roll Call**

Councilors: Mayor Weathers \_\_\_ Murray \_\_\_ Harris \_\_\_ Stratis \_\_\_ Bennett \_\_\_

**Executive Session:**

This executive session is being held pursuant to ORS 192.660(2)(i) – to review and evaluate the employment-related performance of an employee who does not request an open hearing. – City Administrator performance evaluation

**Adjourn the Executive Session**

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**Work Session Agenda**

**Call to Order/Roll Call**

Councilors: Mayor Weathers \_\_\_ Murray \_\_\_ Harris \_\_\_ Stratis \_\_\_ Bennett \_\_\_

Work sessions are held for the City Council to receive background information on City business and to give Council members an opportunity to ask questions and express their individual views. No decisions are made, and no votes are taken on any agenda items. The Public is invited to attend, however, there is generally no public comment period.

**Work Session Topic(s)**

1. East First Street Paving Quotes- Discussion
2. Recent Lowell Municipal Code Update and Website Navigation- Discussion

**Adjourn**

The meeting location 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 before the meeting to Sam Dragt at 541-937-2157.

# RiverBend Construction

90520 Coburg Rd  
Coburg, OR 97408  
USA

Phone: (541) 683-5741  
Fax: (541) 683-5798

**CCB # 177967**

<b>To:</b> City Of Lowell	<b>Contact:</b>
<b>Address:</b> 107 E. First St. Lowell, OR 97452 U.S.A.	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> City Of Lowell - Maintenance Paving - 02.18.2026	<b>Bid Number:</b> 2026-70
<b>Project Location:</b>	<b>Bid Date:</b> 6/13/2024

RiverBend Construction is pleased to present the following Proposal: CCB# 177967

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10	Mobilization	1.00	LS	\$2,400.00	\$2,400.00
20	Remove Temporary Asphalt	12.00	EACH	\$170.00	\$2,040.00
	· Speed Bumps				
	· Transitions				
	· Catch Basins & Manhole Surrounds				
30	Asphalt Paving - 2"	92.00	TON	\$116.00	\$10,672.00
	· Sweep Existing Asphalt Concrete Pavement				
	· Tack Asphalt Pavement				
	· 2" Asphalt Paving				
	· Excludes Asphalt Density Testing - Add \$500 If Required				

**Total Bid Price: \$15,112.00**

## Notes:

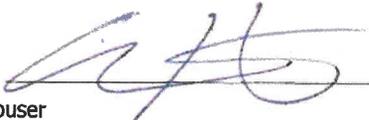
### • Bid Proposal

- This is a unit price bid proposal. Work will be billed on the unit price for work performed.
- Bid with Private Wage Rates
- Bid with Lvl II, 1/2" Dense, 64-22 Oil Binder, 30% RAP
- Includes sweeping the existing asphalt pavement and applying asphalt tack coat
- All spoils and materials hauled off site
- Bid includes one (1) Mobilization
- Proposal is valid for 10 Days
- Add \$500 for asphalt density testing if required
- Temporary Traffic Control

### • General Exclusions:

- Performance Bonds
  - Engineering & Testing
  - Surveying
  - Permits
  - Unsuitable Subgrade and/or Over-Excavation
  - Rock Excavation
  - Removal or Abandonment of Existing wells or Underground Tanks
  - Hazardous Waste Testing, Removal or Disposal
  - Layout and Striping
  - Erosion and Sediment Control
- RiverBend Construction, Inc., will not be responsible for poor drainage due to design and/or slopes at less than 1-1/2%.
  - This proposal is subject to asphalt oil escalation.

- **TERMS & CONDITIONS.** RiverBend Construction, Inc., agrees to perform all of the paving/construction work as described on the estimate form according to the plans and specifications for the project and/or verbal instructions as presented to RiverBend Construction, Inc., by the owner or its representative for purposes of preparing this estimate. These plans and specifications and/or instructions are by this reference incorporated into this estimate.2. RiverBend Construction, Inc., agrees that the owner may make any necessary changes in the plans and specifications for the work covered by this estimate and contract that may be deemed necessary during the progress of the work, without invalidating this contract but no change shall be binding until agreed to in writing by RiverBend Construction, Inc.. If any such change results in additions or reductions in the amount of work and/or materials required, the owner and RiverBend Construction, Inc., shall negotiate and agree upon an equitable change to the contract price.3. In the event that RiverBend Construction, Inc., is delayed in the performance of any of its obligations as a result of strikes, unavailability of materials, weather conditions or any other cause beyond the reasonable control of RiverBend Construction, Inc., then the time for completion shall be extended for the period of the delay.4. Should concealed or unknown conditions below the surface of the ground or within existing structures otherwise at variance with the conditions indicated by the plans & specifications available for the estimate, or otherwise differing materially from those generally recognized as inherent in work of the character provided for in this contract, be encountered, the contract price shall be equitably adjusted upon claim by RiverBend Construction, Inc..5. In case the work should, before completion, be wholly or partially destroyed by fire, defective soil, earthquake, act of God, or by any one other than RiverBend Construction, Inc., then the loss occasioned thereby shall be wholly sustained by the owner.
- **6. TERMS OF PAYMENT:**
  - A. Lump Sum: The lump sum price given is the exact amount for the work to be performed based on the Approved plans and specifications. If, however, there are changes in the original scope of the project, RiverBend Construction, Inc., reserves the right to claim for additional compensation for the portion of the work that was not included in the original bid.
  - B. Project Pricing: The project price given is approximate. This price is subject to measurement of final quantities on unit prices specified. The owner shall arrange for its representative to provide all measurements in writing to RiverBend Construction, Inc., at the earliest practical time. If these measurements are not available, then RiverBend Construction, Inc., shall provide all such measurements.
  - C. RiverBend Construction, Inc., shall make progress billings for the work completed on or about the 30th of each month, and the payment on each such billing shall be due and payable in full on the 10th of the month following the progress billing. A late charge of 1 1/2% (18% Annual Percentage Rate) will be imposed on past due balances. Final billing is due 10 days after receipt of the final billing invoice.
  - D. RiverBend Construction, Inc., shall have the right to stop work on the project and claim a Construction Lien if payments are not made in a timely manner.
- 7. RiverBend Construction, Inc., reserves the right to subcontract all or any portions of the project without written consent of the owner. Owner shall not assign this contract or the property covered without written consent by RiverBend Construction, Inc., which shall not be reasonably withheld.
- 8. In the event any suit or action is instituted by either party, the prevailing party shall be entitled to reasonable attorney's fees. In addition, owner agrees to pay all collection costs incurred by RiverBend Construction, Inc., in attempting to recover all or any portion of the contract price.
- 9. The owner agrees to obtain and pay for all permits, licenses, official inspections, etc., unless otherwise stated on the face of the estimate.
- 10. If the owner or its authorized representative insists upon completion of the work against the advice of RiverBend Construction, Inc., because of weather or subsurface conditions, the owner assumes all risks for defects and all extra costs due to such conditions.
- 11. Guarantee: All material is guaranteed to be as specified and all work to be completed in a workmanlike manner according to standard practices. Riverbend Construction, Inc., will warranty all workmanship for a period of one year from date of completion against defects in labor only.
- This estimate is subject to credit approval, and is not binding on RiverBend Construction, Inc., until approved by authorized signatures.
- **This proposal shall be included in any subcontract agreement.**
- **Due to unstable market conditions, rising fuel and raw materials costs, RiverBend Construction Inc. requests that you carefully evaluate material costs and the duration of price protection we are able to offer and plan accordingly. We value your business and will do our best to communicate changes in market conditions while assisting you through this difficult situation. Due to current unstable price conditions, unless specifically stated otherwise, the prices in this proposal are subject to change and material will be invoiced at the prices in effect at the time of shipment.**

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>RiverBend Construction</b></p> <p><b>Authorized Signature:</b> </p> <p><b>Estimator:</b> Adam Houser (541) 525-5407 adam.houser@rbmaterials.com</p>
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## ADDITIONAL TERMS AND CONDITIONS (ATC)

1. **Completion:** The work to be completed shall be commenced on or about the date set forth. However, if Wakeview Construction LLC is delayed in the performance of the work due to acts of God, strikes, or material shortages which are beyond its control, the completion date shall be extended accordingly.
2. **Terms:** NET DUE AND PAYABLE UPON COMPLETION UNLESS NOTED OTHERWISE. A finance charge of 1 ½ % per month, or a minimum of \$1.00, will be made on the unpaid balance at the end of the following months billing cycle. This is an ANNUAL PERCENTAGE RATE OF 18%.
3. **Progress Payments and Billing:** Wakeview Construction LLC shall make progress billings for work completed through the 25<sup>th</sup> of each month, on or about the 30<sup>th</sup> of that month. Payments shall be made in accordance with the conditions set forth in item # 2 above. In the event payments are not made in full within 30 days following billing, Wakeview Construction LLC may exercise its right under the Oregon Construction Lien Laws.
4. **Final Inspection and Acceptance:** When notified by Wakeview Construction LLC that in its opinion all work required by the contract has been complete, the Owner or the Owners representative shall make a final inspection of the site. Immediately following this notice of completion, the Owner shall issue a punch list of those items that should be completed prior to final acceptance, if any. If within 10 days following notice of completion there is no response from the Owner, or the Owners representative, Wakeview Construction LLC will assume that all items are complete and accepted. At this time all monies due to Wakeview Construction LLC, including retainages, shall be released.
5. **Changed Conditions:** Changes in conditions beyond the original scope of the project shall be accomplished with a Price Agreement for the additional work, or on an Extra Work basis. Before Wakeview Construction LLC proceeds with the changed conditions, agreement shall be made in writing between the Owner, or the Owner's representative, and Wakeview Construction LLC. Extra work shall be billed on a cost-plus basis if an agreement cannot be reached between the above-mentioned parties.
6. **Project Price / Unit Price:** The project price given is approximate. This price is subject to adjustment for measurement of final quantities on unit prices unless bid as a Lump Sum. (see explanation of Lump Sum, item # 7). The Owner shall arrange for his representatives to provide all measurements in writing to Wakeview Construction LLC at the earliest practical time. If a representative is not available to represent the Owner, Wakeview Construction LLC shall provide all such measurements.
7. **Lump Sum:** The Lump Sum price given is the exact amount for the work to be performed based on the approved plans and specifications. If, however there are changes in the original scope of the project, Wakeview Construction LLC reserves the right to claim for additional compensation for the portion of the work that was not included in the original bid.
8. **Subcontractors:** Wakeview Construction LLC reserves the right to subcontract any or all portions of said project.  
**Escalation:** The present asphalt price is based on today's liquid asphalt cost. Such costs are variable with current market prices. If prices increase, documentation for the increased asphalt prices shall be presented to the Owner or the Owner's representatives by means of invoices received from Wakeview Construction LLC's suppliers. Upon completion of the work, the adjustment in price will be reflected in the final billing, and the Owner / Prime Contractor shall pay Wakeview Construction LLC the amount of such increase in addition to all other contract amounts.
10. **Liens:** Wakeview Construction LLC hereby gives notice of its reservation of the rights to assert any and all liens against the Owner / Prime Contractor arising under all Federal, State, or Local laws in the event the amounts stated in the contract are not paid when due.
11. **Permits & Licenses:** All fees for permits & licenses, unless so stated in the Project Specifications, shall be paid by the Owner / Prime Contractor.
12. **Hazardous Materials:** Owner represents and warrants Wakeview Construction LLC that there are no environmentally hazardous materials or wastes contained on the property, or in/on the soil to be excavated and/or removed by Wakeview Construction LLLC and there are no potentially hazardous environmental conditions on the property and that the property has not been identified by any governmental agency as a site upon which, or potentially upon which, environmentally hazardous materials have been (or may have been) located or deposited. Owner agrees to indemnify and hold Wakeview Construction LLC harmless for any and all damages, claims, demands, and judgements arising from or connected in any manner with hazardous materials or wastes, or hazardous environmental conditions on the property or in the soil to be excavated by Wakeview Construction LLC.
13. **Attorney Fees:** In the event any suit or action is brought by the parties arising out of this Contract Proposal, it is agreed that the prevailing party shall recover such reasonable attorney fees as shall set by the trial court and any court on appeal.
14. Unless otherwise stated in Project Specifications, Wakeview Construction LLC warrants all materials or services provided by it to be of good quality and workmanship and free from defects under normal proper use and service for a periods of one (1) year from the date of substantial completion of the project. Wakeview Construction LLC provides no warranty for defects caused by sub-surface conditions and/or failure of materials previously supplied by others. If defects should occur, Wakeview Construction LLC shall be notified immediately in writing.

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_