



DAN JOHNSON  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with Eagle-Elsner, Inc., for the Webster Area Paving Package. Total value is \$904,000.00. Funding through Community Road Fund, County Road Fund and HB2017. County General Funds are not involved.

|  |   |
|--|---|
| <b>Purpose/Outcome</b>                 | The contract will resurface about 1.2 miles of roads and other improvements.  |
| <b>Dollar Amount and Fiscal Impact</b> | Contract Value \$904,000.00, budgeted in DTD CIP Project #22314 until December 31, 2022.  |
| <b>Funding Source</b>                  | Community Road Fund + County Road Fund + HB2017   |
| <b>Duration</b>                        | Contract Execution through December 31, 2022  |
| <b>Previous Board Action/Review</b>    | April 19, 2022: Discussion item at issues   |
| <b>Strategic Plan Alignment</b>        | This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure. |
| <b>Counsel Review</b>                  | Counsel Date: March 30, 2022<br>Counsel Initials: AN  |
| <b>Procurement Review</b>              | Was this project processed through Procurement? Yes.  |
| <b>Contact Person</b>                  | Jon Sparks, Engineering Technician 503-650-3235   |
| <b>Contract No.</b>                    | 5295  |

**Background:**

The Webster Area Paving Package is an asphalt paving project. This contract will resurface 1.2 miles of roads and will also include reconstructing four ADA ramps. Eight local roads will be resurfaced and they are: San Marcos Avenue, Antigua Street, Cypress Avenue, Renada Street, Eldorado Court, Del Rey Avenue, Aldercrest Court, and Kern Court. This contract will also reconstruct two ADA ramps located at the intersection of Aldercrest Court and Vernelda Street and two ADA ramps located at the intersection of Webster Road and San Marcos Avenue.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on January 27, 2022. Bids were publicly opened on March 1, 2022. The County received five (5) bids: Eagle-Elsner, \$904,000.00; S-2 Contractors, Inc., \$1,082,305.00; Brix Paving Northwest, \$1,170,358.75, Knife River Corporation, \$1,135,868.75 and Granite Construction Company, \$1,043,043.00. After review of the bids, Eagle-Elsner, Inc., was determined to be the lowest responsive bidder.

**Recommendation:**

Staff respectfully recommends that the Board approve and sign this public improvements contract with Eagle-Elsner, Inc., for the Webster Area Paving Package.

Sincerely,

*Jon Sparks*

Jon Sparks  
Engineering Technician

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



**CLACKAMAS COUNTY**  
**PUBLIC IMPROVEMENT CONTRACT**  
Contract #5295

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Eagle-Elsner, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

**Project Name: # 2022-08 Webster Area Paving Package Project**

**1. Contract Price, Contract Documents and Work.**

The Contractor, in consideration of the sum of **Nine Hundred and Four Thousand Dollars (\$904,000.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form
- Addenda 1, 2 and 3
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Webster Area Paving Package (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2021) referenced therein.

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

**2. Representatives.**

Contractor has named Curtis Cooksey as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Jon Sparks as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

**3. Key Persons.**

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the

Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Curtis Cooksey shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Job Superintendent:** Dale Zoucha shall be the Contractor's on-site job superintendent throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: August 31, 2022

FINAL COMPLETION DATE: December 31, 2022

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates and Required Performance and Payment Bonds.**

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the 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. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such

bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

## **6. Responsibility for Damages/Indemnity.**

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **7. Tax Compliance.**

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

### **8. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

### **9. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

### **10. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

### **11. Liquidated Damages**

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:

11.1.1. \$ 700 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b).

**12. Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

**13. Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

**14. Escrow and Retainage.** If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage permitted under ORS 279C.560, the Owner will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization.

**15. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**In witness whereof,** Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:  
**Eagle-Elsner, Inc**  
**P.O. Box 23294**  
**Tigard, Oregon 97281**

Contractor CCB # 271112    Expiration Date: 4/2/2024  
Oregon Business Registry # 135009-13    Entity Type: DBC    State of Formation: Oregon

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

Eagle-Elsner Inc.

Clackamas County

Richard Eagle, Pres    03-29-22  
Authorized Signature    Date

\_\_\_\_\_  
Chair    Date

Richard Eagle, President  
Name / Title Printed

\_\_\_\_\_  
Recording Secretary

APPROVED AS TO FORM

[Signature]    03/30/2022  
County Counsel    Date





**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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CLACKAMAS COUNTY  
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2022-08  
Webster Area Paving Package Project  
January 27, 2022

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **Webster Area Paving Package Project** until **February 24, 2022, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

**DELIVER BIDS TO:** Clackamas County Procurement Division via email to [procurement@clackamas.us](mailto:procurement@clackamas.us).

Bidding Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address: <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No.S-C01010-00001883.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$775,000.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at [Twhitley@clackamas.us](mailto:Twhitley@clackamas.us)

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the OregonBuys listing shortly after the opening.

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Asphalt Concrete Paving (ACP), Temporary Traffic Control (TTC), and Miscellaneous Highway Appurtenances (MHA)**

State Prevailing Wage

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2022, which can be downloaded at the following web address:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

#### **Article 1. Scope of Work**

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, and Plans, Specifications and Drawings.

#### **Article 2. Examination of Site and Conditions**

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

#### **Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications**

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a

manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the OregonBuys listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

#### **Article 4. Security to Be Furnished by Each Bidder**

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be

forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

#### **Article 5. Execution of Bid Bond**

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

#### **Article 6. Execution of the Bid Form**

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project

Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

#### **Article 7. Prohibition of Alterations to Bid**

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

#### **Article 8. Submission of Bid**

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

#### **Article 9. Bid Closing and Opening of Bids**

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

#### **Article 10. Acceptance or Rejection of Bids by Owner**

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

#### **Article 11. Withdrawal of Bid**

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

#### **Article 12. Execution of Contract, Performance Bond and Payment Bond**

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after

the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

### **Article 13. Recyclable Products**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

### **Article 14. Clarification or Protest of the Solicitation Document or Specifications**

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

### **Article 15. Protest of Intent to Award**

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-

049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

### **Article 16. Disclosure of First-Tier Subcontractors**

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name: # 2022-08 Webster Area Paving Package Project**

**The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.**

- 1. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Miscellaneous Highway Appurtenances (MHA), Temporary Traffic Control (TTC) and Asphalt Concrete Paving (ACP)****
- 2. Email of Bids -** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, February 24, 2022. The Bid must be emailed to the following address: [Procurement@clackamas.us](mailto:Procurement@clackamas.us). **The email subject line must read “Bid for #2022-08 Webster Area Paving Package Project.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.  
Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

**ZOOM LINK**

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/86257362057>

Meeting ID: 862 5736 2057

One tap mobile

+16699006833,,86257362057# US (San Jose) 12532158782,,86257362057# US  
(Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)  
+1 408 638 0968 US (San Jose)  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)  
+1 646 876 9923 US (New York)

Meeting ID: 862 5736 2057

Find your local number: <https://clackamascounty.zoom.us/j/kbwQjjG6Bt>

**\*\*The Apparent Low bid results will be posted to the projects OregonBuys listing as soon as possible following the bid opening.**

- 3. Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.





CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2022-08 Webster Area Paving Package Project

We, Eagle Elsner, Inc., as "Principal,"  
(Name of Principal)

and Western Surety Company, an South Dakota Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$ 10% of Total Amount Bid---)

Ten Percent of Total Amount Bid--- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2022-08) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 24th day of February, 2022.

Principal Eagle Elsner, Inc.

Surety Western Surety Company

By Richard Eads, Pres  
Signature

By Gloria Bruning  
By Attorney-In-Fact

Richard Eads  
President  
Official Capacity

Gloria Bruning  
Name

Attest Mary Newton  
Corporation Secretary

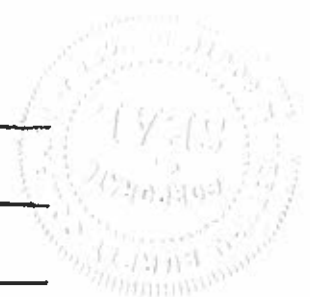
PO Box 2808  
Address

Portland, OR 97208

City State Zip

503-224-2500 503-224-9830

Phone Fax



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Philip O Forker, Vicki Mather, Gloria Bruning, J Patrick Dooney, Richard W Kowalski, Brent Olson, Leticia Romano, Joel Dietzman, Christopher A Reburn, Gail A Price, Justin Cumnock, Andrew Choruby, Casey J Geske, Sterling Drew Roddan, Amanda J Lee, Individually**

of Lake Oswego, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of December, 2021.



WESTERN SURETY COMPANY

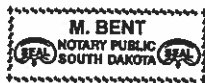
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24<sup>th</sup> day of February 2022



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2022-08 Webster Area Paving Package Project  
BID CLOSING: February 24, 2022, 2:00 PM, Pacific Time  
BID OPENING: February 24, 2022, 2:05 PM, Pacific Time

FROM: EAGLE-ELSNER, INC.  
*Bidder's Name (must be full legal name, not ABN/DBA)*

TO: Clackamas County  
Procurement Division – [procurement@clackamas.us](mailto:procurement@clackamas.us)

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
- b. A partnership registered under the laws of the State of \_\_\_\_\_; or
- c. A corporation organized under the laws of the State of OREGON; or
- d. A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

Nine Hundred Four Thousand and no/100 Dollars (\$ 904,000<sup>00</sup> )

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form

• ADDENDA numbered 1 through 3, inclusive (fill in blanks)

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: N/A

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with the project specifications: **Provide the attached Bid Schedules with Bid.**

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for Webster Area Paving Package.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

WESTERN SURETY  
(name of surety company - not insurance agency)

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned  HAS,  HAS NOT (check one) paid unemployment or income taxes in Oregon within the past 12 months and  DOES,  DOES NOT (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 27112. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF, Policy No. 810540, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive: CURTIS COOKSEY, Cell Phone: (503) 628-1137  
Project Manager: \_\_\_\_\_, Cell Phone: \_\_\_\_\_  
Job Superintendent: DALE ZOUCHA, Cell Phone: (503) 985-9754  
Project Engineer: \_\_\_\_\_, Cell Phone: \_\_\_\_\_

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

**REMINDER:** Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM EAGLE-ELSNER, INC  
ADDRESS P.O. BOX 23294  
TIGARD, OR 97281  
TELEPHONE NO (503) 628-1137  
EMAIL DICK@EAGLE-ELSNER.COM  
SIGNATURE 1) \_\_\_\_\_  
Sole Individual  
or 2) \_\_\_\_\_  
Partner  
or 3) Richard Eagle, Pres  
Authorized Officer or Employee of Corporation  
PRESIDENT

\*\*\*\*\* END OF BID \*\*\*\*\*

| Worksite #1 - ALDERCREST CT AND KERN CT PAVING PROJECT (PLAN SHEETS 5-6) |        |   |      |          |                      |                             |
|--|--------|---|------|----------|----------------------|-----------------------------|
| Item #   | Spec # | Item Description                              | Unit | Quantity | Unit Price           | Amount                      |
| <b>TEMPORARY FEATURES AND APPURTENANCES</b>                              |        |   |      |          |                      |                             |
| 101  | 00197  | EXTRA WORK DONE ON FORCE ACCOUNT BASIS        | LS   | 1        | \$10,000.00          | \$10,000.00                 |
| 102  | 00210  | MOBILIZATION                                  | LS   | 1        | 24,159 <sup>25</sup> | 24,159 <sup>25</sup>        |
| 103  | 00221  | TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE | LS   | 1        | 10,000 <sup>00</sup> | 10,000 <sup>00</sup>        |
| 104  | 00222  | TEMPORARY SIGNS: PROJECT INFORMATION SIGNS    | SQFT | 5        | 45 <sup>00</sup>     | 225 <sup>00</sup>           |
| 105  | 00225  | TEMPORARY REMOVABLE TAPE                      | FOOT | 30       | 450                  | 135 <sup>00</sup>           |
| 106  | 00280  | EROSION CONTROL                               | LS   | 1        | 2000 <sup>00</sup>   | 2000 <sup>00</sup>          |
| 107  | 00280  | INLET PROTECTION, TYPE 3                      | EA   | 14       | 125 <sup>00</sup>    | 1750 <sup>00</sup>          |
| 108  | 00290  | POLLUTION CONTROL PLAN                        | LS   | 1        | 500 <sup>00</sup>    | 500 <sup>00</sup>           |
| <b>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</b>                     |        |   |      |          |                      | <b>48,769<sup>25</sup></b>  |
| <b>ROADWORK</b>  |        |   |      |          |                      |                             |
| 109  | 00305  | CONSTRUCTION SURVEY WORK                      | LS   | 1        | 1700 <sup>00</sup>   | 1700 <sup>00</sup>          |
| 110  | 00310  | ASPHALT PAVEMENT SAW CUTTING                  | FOOT | 210      | 180                  | 378 <sup>00</sup>           |
| 111  | 00310  | REMOVAL OF SURFACINGS                         | SQYD | 7,565    | 5 <sup>00</sup>      | 37825 <sup>00</sup>         |
| 112  | 00331  | 9 INCH SUBGRADE STABILIZATION                 | SQYD | 400      | 25 <sup>00</sup>     | 10,000 <sup>00</sup>        |
| <b>ROADWORK-SUBTOTAL</b>   |        |   |      |          |                      | <b>49,903<sup>00</sup></b>  |
| <b>DRAINAGE AND SEWERS</b>   |        |   |      |          |                      |                             |
| 113  | 00480  | DRAINAGE CURBS, STANDARD                      | FOOT | 200      | 10 <sup>00</sup>     | 2000 <sup>00</sup>          |
| <b>DRAINAGE AND SEWERS - SUBTOTAL</b>                                    |        |   |      |          |                      | <b>2000<sup>00</sup></b>    |
| <b>BASES</b>   |        |   |      |          |                      |                             |
| 114  | 00610  | RECONDITION EXISTING ROADWAY                  | SQYD | 7,565    | 145                  | 10969 <sup>25</sup>         |
| <b>BASE - SUBTOTAL</b>   |        |   |      |          |                      | <b>10,969<sup>25</sup></b>  |
| <b>WEARING SURFACES</b>  |        |   |      |          |                      |                             |
| 115  | 00745  | LEVEL 2, 1/2 INCH ACP                         | TON  | 1,950    | 88 <sup>00</sup>     | 171,600 <sup>00</sup>       |
| <b>WEARING SURFACES - SUBTOTAL</b>                                       |        |   |      |          |                      | <b>171,600<sup>00</sup></b> |
| <b>PERMANENT TRAFFIC CONTROL</b>   |        |   |      |          |                      |                             |
| 116  | 00867  | PAVEMENT BAR, TYPE B-HS                       | SQFT | 30       | 17 <sup>00</sup>     | 510 <sup>00</sup>           |
| <b>PERMANENT TRAFFIC CONTROL-SUBTOTAL</b>                                |        |   |      |          |                      | <b>510<sup>00</sup></b>     |

Webster Area Paving Package

2022

Addendum # 3

page 2 of 4

| Worksite #2 - SUBDIVISION PAVING PROJECT (PLAN SHEETS 7-10)              |        |   |      |          |                      |                         |
|--|--------|---|------|----------|----------------------|-------------------------|
| Item #   | Spec # | Item Description                              | Unit | Quantity | Unit Price           | Amount                  |
| <b>TEMPORARY FEATURES AND APPURTENANCES</b>                              |        |   |      |          |                      |                         |
| 201  | 00197  | EXTRA WORK DONE ON FORCE ACCOUNT BASIS        | LS   | 1        | \$15,000.00          | \$15,000.00             |
| 202  | 00210  | MOBILIZATION                                  | LS   | 1        | 25,000 <sup>00</sup> | 25,000 <sup>00</sup>    |
| 203  | 00221  | TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE | LS   | 1        | 20,000 <sup>00</sup> | 20,000 <sup>00</sup>    |
| 204  | 00222  | TEMPORARY SIGNS: PROJECT INFORMATION SIGNS    | SQFT | 30       | 45 <sup>00</sup>     | 1,350 <sup>00</sup>     |
| 205  | 00225  | TEMPORARY REMOVABLE TAPE                      | FOOT | 90       | 45 <sup>00</sup>     | 4,050 <sup>00</sup>     |
| 206  | 00280  | EROSION CONTROL                               | LS   | 1        | 1,500 <sup>00</sup>  | 1,500 <sup>00</sup>     |
| 207  | 00280  | INLET PROTECTION, TYPE 3                      | EA   | 15       | 125 <sup>00</sup>    | 1,875 <sup>00</sup>     |
| 208  | 00290  | POLLUTION CONTROL PLAN                        | LS   | 1        | 500 <sup>00</sup>    | 500 <sup>00</sup>       |
| <b>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</b>                     |        |   |      |          |                      | 65,630 <sup>00</sup>    |
| <b>ROADWORK</b>  |        |   |      |          |                      |                         |
| 209  | 00305  | CONSTRUCTION SURVEY WORK                      | LS   | 1        | 2,500 <sup>00</sup>  | 2,500 <sup>00</sup>     |
| 210  | 00310  | ASPHALT PAVEMENT SAW CUTTING                  | FOOT | 225      | 1 <sup>00</sup>      | 225 <sup>00</sup>       |
| 211  | 00310  | REMOVAL OF SURFACINGS                         | SQYD | 15,500   | 5 <sup>00</sup>      | 77,500 <sup>00</sup>    |
| 212  | 00331  | 9 INCH SUBGRADE STABILIZATION                 | SQYD | 800      | 25 <sup>00</sup>     | 20,000 <sup>00</sup>    |
| <b>ROADWORK-SUBTOTAL</b>   |        |   |      |          |                      | 100,405 <sup>00</sup>   |
| <b>BASES</b>   |        |   |      |          |                      |                         |
| 213  | 00610  | RECONDITION EXISTING ROADWAY                  | SQYD | 15,500   | 145 <sup>00</sup>    | 2,247,500 <sup>00</sup> |
| <b>BASE - SUBTOTAL</b>   |        |   |      |          |                      | 2,247,500 <sup>00</sup> |
| <b>WEARING SURFACES</b>  |        |   |      |          |                      |                         |
| 214  | 00745  | LEVEL 2, 1/2 INCH ACP                         | TON  | 3,950    | 88 <sup>00</sup>     | 347,600 <sup>00</sup>   |
| <b>WEARING SURFACES - SUBTOTAL</b>                                       |        |   |      |          |                      | 347,600 <sup>00</sup>   |
| <b>PERMANENT TRAFFIC CONTROL</b>   |        |   |      |          |                      |                         |
| 215  | 00867  | PAVEMENT BAR, TYPE B-HS                       | SQFT | 90       | 17 <sup>00</sup>     | 1,530 <sup>00</sup>     |
| <b>PERMANENT TRAFFIC CONTROL-SUBTOTAL</b>                                |        |   |      |          |                      | 1,530 <sup>00</sup>     |
| <b>WORKSITE #2 - SUBDIVISION PAVING PROJECT TOTAL (PLAN SHEETS 7-10)</b> |        |   |      |          |                      | 537,640 <sup>00</sup>   |

| Worksite #3 - ADA Ramp Improvements Project (PLAN SHEETS A01-TC2) |        |  |      |          |                     |                            |
|---|--------|--|------|----------|---------------------|----------------------------|
| Item #  | Spec # | Item Description   | Unit | Quantity | Unit Price          | Amount                     |
| <b>TEMPORARY FEATURES AND APPURTENANCES</b>                       |        |  |      |          |                     |                            |
| 301   | 00197  | EXTRA WORK DONE ON FORCE ACCOUNT BASIS                   | LS   | 1        | \$2,500.00          | \$2,500.00                 |
| 302   | 00210  | MOBILIZATION   | LS   | 1        | 2,000 <sup>00</sup> | 2,000 <sup>00</sup>        |
| 303   | 00221  | TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE            | LS   | 1        | 1,000 <sup>00</sup> | 1,000 <sup>00</sup>        |
| 304   | 00222  | TEMPORARY SIGNS: ADA PLANS ONLY: PLAN SHEETS TC 1 & TC 2 | SQFT | 150      | 45 <sup>00</sup>    | 6,750 <sup>00</sup>        |
| 305   | 00228  | PEDESTRIAN CHANNELIZING DEVICES                          | FOOT | 430      | 4.75                | 2,042.50                   |
| 306   | 00228  | TEMPORARY CURB RAMP,                                     | EA   | 1        | 1,300 <sup>00</sup> | 1,300 <sup>00</sup>        |
| 307   | 00280  | EROSION CONTROL  | LS   | 1        | 600 <sup>00</sup>   | 600 <sup>00</sup>          |
| 308   | 00280  | INLET PROTECTION, TYPE 3                                 | EA   | 2        | 125 <sup>00</sup>   | 250 <sup>00</sup>          |
| 309   | 00290  | POLLUTION CONTROL PLAN                                   | LS   | 1        | 500 <sup>00</sup>   | 500 <sup>00</sup>          |
| <b>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</b>              |        |  |      |          |                     | <b>21,992<sup>50</sup></b> |
| <b>ROADWORK</b>   |        |  |      |          |                     |                            |
| 310   | 00305  | CONSTRUCTION SURVEY WORK                                 | LS   | 1        | 6,500 <sup>00</sup> | 6,500 <sup>00</sup>        |
| 311   | 00310  | REMOVAL OF STRUCTURES AND OBSTRUCTIONS                   | LS   | 1        | 5,000 <sup>00</sup> | 5,000 <sup>00</sup>        |
| 312   | 00310  | ASPHALT PAVEMENT SAW CUTTING                             | FOOT | 270      | 1.80                | 486 <sup>00</sup>          |
| 313   | 00330  | GENERAL EXCAVATION                                       | LS   | 1        | 2,500 <sup>00</sup> | 2,500 <sup>00</sup>        |
| <b>ROADWORK-SUBTOTAL</b>  |        |  |      |          |                     | <b>14,486<sup>00</sup></b> |
| <b>BASES</b>  |        |  |      |          |                     |                            |
| 314   | 00641  | AGGREGATE BASE   | TON  | 70       | 60 <sup>00</sup>    | 4,200 <sup>00</sup>        |
| <b>BASE - SUBTOTAL</b>  |        |  |      |          |                     | <b>4,200<sup>00</sup></b>  |
| <b>WEARING SURFACES</b>   |        |  |      |          |                     |                            |
| 315   | 00745  | LEVEL 2, 1/2 INCH ACP                                    | TON  | 15       | 220 <sup>00</sup>   | 3,300 <sup>00</sup>        |
| 316   | 00759  | CONCRETE CURBS, CURB AND GUTTER                          | FOOT | 165      | 60 <sup>00</sup>    | 9,900 <sup>00</sup>        |
| 317   | 00759  | CONCRETE CURBS, STANDARD CURB                            | FOOT | 100      | 52 <sup>00</sup>    | 5,200 <sup>00</sup>        |
| 318   | 00759  | CONCRETE WALKS   | SQFT | 815      | 20 <sup>00</sup>    | 16,300 <sup>00</sup>       |
| 319   | 00759  | EXTRA FOR NEW CURB RAMPS                                 | EA   | 4        | 1,500 <sup>00</sup> | 6,000 <sup>00</sup>        |
| 320   | 00759  | TRUNCATED DOMES ON NEW SURFACES                          | SQFT | 40       | 32 <sup>00</sup>    | 1,280 <sup>00</sup>        |
| <b>WEARING SURFACES - SUBTOTAL</b>                                |        |  |      |          |                     | <b>41,980<sup>00</sup></b> |



Webster Area Paving Package

2022

Addendum # 3

page 4 of 4

|   |                             |
|---|-----------------------------|
| <b>WORKSITE TOTALS</b>  |                             |
| WORKSITE #1 - ALDERCREST COURT PAVING PROJECT TOTAL (PLAN SHEETS 5-6) | 283,751 <sup>50</sup>       |
| WORKSITE #2 - SUBDIVISION PAVING PROJECT TOTAL (PLAN SHEETS 7-10)     | 537,640 <sup>00</sup>       |
| WORKSITE #3 - ADA CURB RAMP IMPROVEMENT PROJECT (PLAN SHEETS A01-TC2) | 82,608 <sup>50</sup>        |
| <b>WEBSTER AREA PAVING PACKAGE TOTAL</b>                              | <b>904,000<sup>00</sup></b> |

Total Price Nine-Hundred Four Thousand Dollars and  
No Cents

Name of Firm EAGLE-ELSNER, INC.

Name (Print) RICHARD EAGLE, PRES

Signature Richard Eagle, Pres 3/1/2022  
Date

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: #2022-08 Webster Area Paving Package Project**

**BID OPENING: February 24, 2022, 2:00 PM, Pacific Time**

**Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.**

**INSTRUCTIONS:**

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: [Procurement@clackamas.us](mailto:Procurement@clackamas.us). It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. **ATTACH ADDITIONAL SHEETS IF NECESSARY.**

|    | SUBCONTRACTOR NAME      | DOLLAR VALUE  | CATEGORY OF WORK |
|----|-------------------------|---------------|------------------|
| 1. | <u>Roger Langeliers</u> | <u>31,027</u> | <u>Concrete</u>  |
| 2. | _____                   | _____         | _____            |
| 3. | _____                   | _____         | _____            |
| 4. | _____                   | _____         | _____            |
| 5. | _____                   | _____         | _____            |
| 6. | _____                   | _____         | _____            |

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: EAGLE-ELSNER, INC.

Bidder Signature: Richard Eagle, Pres Phone # (503) 628-1137

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST  
(FORM 1)**

Prime Contractor Name: Eagle-Elsner, Inc.

Total Contract Amount: \$904,000.00

Project Name: #2022-08 Webster Area Paving Package Project

**PRIME SELF-PERFORMING:** Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

**DOW BIDDER WILL SELF-PERFORM (GFE not required)**

|                 |  |
|-----------------|--|
| Grading         |  |
| Excavation      |  |
| Paving          |  |
| Traffic Control |  |
|                 |  |
|                 |  |
|                 |  |
|                 |  |

**PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS**, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to [procurement@clackamas.us](mailto:procurement@clackamas.us) within 2 hours of the BID/Quote Closing Date/Time.

| <b>LIST ALL SUBCONTRACTORS BELOW</b><br>Use <u>correct legal name</u> of Subcontractor<br>(No Assumed Business Names) |  | Division of Work<br>List ALL DOW<br>performed by<br>Subcontractors | DOLLAR<br>AMOUNT OF<br>SUBCONTRACT | If Certified or self-reporting<br>MBE/WBE/ESB Subcontractor<br>Check Box <input type="checkbox"/> |                          |                          |
|---|--|--|------------------------------------|---|--------------------------|--------------------------|
|   |  |  |                                    | MBE   | WBE                      | ESB                      |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  | ROSEK LANGELIERE<br>CONSTRUCTION CO.<br>7145 NE PROGRESS CT<br>HILLSBORO OR 97124<br>(503) 533-5709<br>CCB # 10.6364 | CONCRETE   | 31,027                             | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  |  |  |                                    | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  |  |  |                                    | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  |  |  |                                    | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> |

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor: Eagle-Elsner, Inc.

Project: #2022-08 Webster Area Paving Package Project

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

| NAME OF M/W/ESB SUBCONTRACTOR | Divisions of Work<br>(Painting, electrical, etc.) | Date Solicitation Letter/Fax Sent | PHONE CONTACT |                       | BID ACTIVITY<br>Check Yes or No  |  |   | REJECTED BIDS<br>(if bid received & not used) |                 | Notes |
|-------------------------------|---|-----------------------------------|---------------|-----------------------|--|--|---|---|-----------------|-------|
|                               |   |                                   | Date of Call  | Person Receiving Call | Will Bid   | Bid Received   | Bid Used  | Bid Amount                                    | Reason Not Used |       |
| A.B. UTILITY CONTRACTORS      | CONCRETE  |                                   | 2.4.22        | AARON BROWN           | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |   |                 |       |
| D&P CONCRETE                  | CONCRETE  |                                   | 2.4.22        | DON                   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |   |                 |       |
| EDDY EXCAVATION               | EXCAVATION  |                                   | 2.4.22        | TROY EDDY             | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |   |                 |       |
| FOUR SEASONS LANDSCAPE        | LANDSCAPE   |                                   | 2.4.22        | AUGUSTINE             | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |   |                 |       |
| MONTALONGO CONCRETE LLC       | CONCRETE  |                                   | 2.4.22        | FRANK                 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |   |                 |       |
| HYBRID CONSTRUCTION           | ASPHALT   |                                   | 2.4.22        | BRIAN                 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |   |                 |       |
| I LOVE STRIPERS INC.          | STRIPING  |                                   | 2.4.22        | ASHLEY                | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |   |                 |       |
| JBL SIGNS & STRIPING          | STRIPING  |                                   | 2.4.22        | ERIC                  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |   |                 |       |



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
PERFORMANCE BOND**

Bond No.: 30145936  
Solicitation: #2022-08  
Project Name: Webster Area Paving Package Project

|                                   |                          |                      |
|-----------------------------------|--------------------------|----------------------|
| Western Surety Company(Surety #1) | Bond Amount No. 1:       | \$ <u>904,000.00</u> |
| _____ (Surety #2)*                | Bond Amount No. 2:*      | \$ _____             |
| * If using multiple sureties      | Total Penal Sum of Bond: | \$ <u>904,000.00</u> |

We, Eagle Elsner, Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Nine Hundred Four Thousand & No/100--(\$904,000.00) Dollars (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PRINCIPAL:** Eagle Elsner, Inc.

By: Richard Eagle, Pres

Signature

President

Official Capacity

Attest: Mary Newton

Corporation Secretary

**SURETY:** Western Surety Company

*[Add signatures for each if using multiple bonds]*

**BY ATTORNEY-IN-FACT:**

*[Power-of-Attorney must accompany each bond]*

Gloria Bruning

Gloria Bruning

Name

Signature

PO Box 2808

Address

Portland, OR 97208

City

503-224-2500

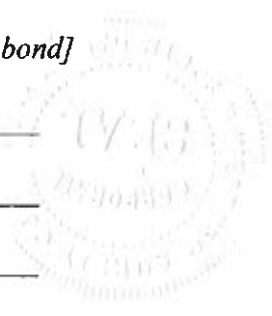
State

Zip

503-224-9830

Phone

Fax



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Philip O Forker, Vicki Mather, Gloria Bruning, J Patrick Dooney, Richard W Kowalski, Brent Olson, Leticia Romano, Joel Dietzman, Christopher A Reburn, Gail A Price, Justin Cumnock, Andrew Choruby, Casey J Geske, Sterling Drew Roddan, Amanda J Lee, Individually**

of Lake Oswego, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of December, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2022



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Fonn F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

---

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 30145936
Solicitation: #2022-08
Project Name: Webster Area Paving Package Project

Table with 3 columns: Surety Name, Bond Amount No. 1, Bond Amount No. 2, Total Penal Sum of Bond. Values include \$904,000.00.

We, Eagle Elsner, Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves...

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments...

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract...

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 22.

**PRINCIPAL:** Eagle Elsner, Inc.

By: Richard Eagle, Pres  
Signature

Attest: Mary Newman  
Official Capacity  
Corporation Secretary

**SURETY:** Western Surety Company  
[Add signatures for each if using multiple bonds]

**BY ATTORNEY-IN-FACT:**  
[Power-of-Attorney must accompany each bond]

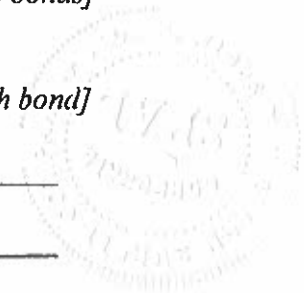
Gloria Bruning  
Name  
Gloria Bruning  
Signature

PO Box 2808  
Address

Portland, OR 97208

City State Zip  
503-224-2500 503-224-9830

Phone Fax



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Philip O Forker, Vicki Mather, Gloria Bruning, J Patrick Dooney, Richard W Kowalski, Brent Olson, Leticia Romano, Joel Dietzman, Christopher A Reburn, Gail A Price, Justin Cumnock, Andrew Choruby, Casey J Geske, Sterling Drew Roddan, Amanda J Lee, Individually**

of Lake Oswego, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this        day of       , 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

**PROJECT: #2022-08 Webster Area Paving Package Project**

**Project Background:**

The Webster Area Paving Package is an asphalt paving project. This contract will resurface about 1.2 miles of roads and will also include reconstructing four ADA ramps

Reresurfacing will take place on eight local roads:

- San Marco Avenue
- Antigua Avenue
- Cypress Avenue
- Renada Street
- Eldorado Court
- Del Rey Avenue
- Aldercrest Court
- Kern Court

Work will include, but not be limited to: placing approximately, 5,915 tons of asphalt; removal about 23,065 square yards of asphalt surfacing; placing 815 square feet of concrete walks, placing pavement markings; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

**Engineers Estimate:** \$775,000.00

**Key Dates:**

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: August 31, 2022

Final Completion: December 31, 2022

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications.

**The Scope further includes the following Plans, Specifications and Drawings:**

SPECIAL PROVISIONS FOR WEBSTER AREA PAVING PACKAGE- dated 2022

Worksite 1: Aldercrest Court Paving Project

Worksite 2: Del Rey Ave Subdivision Paving Project

Worksite 3: Webster Area Paving Packages ADA Ramps

Webster Area Local Paving Project Drawing Set, Sheets No. 1-10



INVITATION TO BID #2022-08  
Webster Area Paving Package  
ADDENDUM NUMBER 1  
February 2, 2022

On January 27, 2022, Clackamas County (“County”) published Invitation to Bid #2022-08 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. Delete the following subsection from the special provisions:  
**00745.46(b) Depositing**
2. The following has been added to the PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS and have been attached to this Addendum #1

**Webster Area Paving Package ADA Ramp Improvements (8 pages)**

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End of Addendum #1

**SPECIAL PROVISIONS**  
**FOR**  
**WEBSTER AREA PAVING PACKAGE**

**CLACKAMAS COUNTY DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT**

**CLACKAMAS COUNTY, OREGON**

Asphalt Paving & Oiling, Temporary Traffic Control, and Miscellaneous Highway  
Appurtenances

**2022**



**WEBSTER AREA PAVING PACKAGE**

- Worksite 1: Aldercrest Court Paving Project
- Worksite 2: Del Rey Ave Subdivision Paving Project
- Worksite 3: Webster Area Paving Packages ADA Ramps

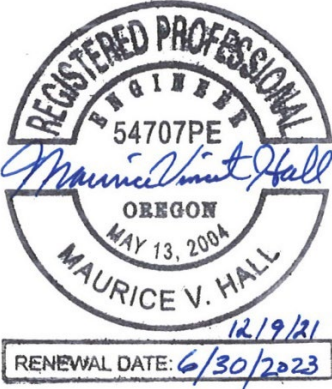
CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

# WEBSTER AREA PAVING PACKAGE

**PROFESSIONAL OF RECORD CERTIFICATION(s):**

|   |  |
|---|--|
| <p>Seal w/signature</p>  <p>RENEWAL DATE: 6/30/2023</p> | <p>I certify the Special Provision Sections listed below are applicable to the design for the Webster Area Paving Package.</p> <p>Sections: 00210, 00220, 00221, 00222, 00223, 00224, 00225, 00228, 00280, 00290, 00305, 00310, 00320, 00330, 00331, 00340, 00440, 00470, 00480, 00490, 00610, 00620, 00641, 00730, 00745, 00749, 00759, 00850, 00855, 00867, 02001, 02050, 02080, 02110, 02190, 02440, 02450, 02640, and 02690.</p> |
| <p>Date Signed: 12/9/2021</p>   |  |



## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

#### **WEBSTER AREA PAVING PACKAGE, CLACKAMAS COUNTY, OREGON**

The Webster Area Paving Package is an asphalt paving project. This contract will resurface about 1.2 miles of roads and will also include reconstructing four ADA ramps

This contract will resurface eight local roads and they are: San Marco Avenue, Antigua Avenue, Cypress Avenue, Renada Street, Eldorado Court, Del Rey Avenue, Aldercrest Court, and Kern Court.

This contract will include, but not be limited to: placing approximately, 5,915 tons of asphalt; removal about 23,065 square yards of asphalt surfacings; placing 815 square feet of concrete walks, placing pavement markings; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The project estimate for this contract is \$775,000.

### **APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

### **CLASS OF PROJECT**

This is a Clackamas County Project and it is not federally funded.

### **CLASS OF WORK**

## **Section 00110 – Organization, Conventions, Abbreviations and Definitions**

Comply with Section 00110 of the Standard Specifications modified as follows:

**00110.05(a) Grammar** - Add the following bullet to the bullet list:

For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Replace the bullet that begins "Certain Subsections labeled "Payment" contain..." with the following bullet:

Certain Subsections labeled "Payment" contain statements to the effect that the accepted quantities "will be paid for at the Contract unit price, per unit of measurement, for the following items" (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

**00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits**

Add the following to the first bullet (Statutes and Rules):

- Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website <https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>.

**00110.05(e) Reference to Websites** - Add the following bullet list to the end of this subsection:

American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)

ODOT Construction Section  
[www.oregon.gov/odot/construction/pages/index.aspx](http://www.oregon.gov/odot/construction/pages/index.aspx)

ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)

Oregon Legislative Counsel  
[www.oregonlegislature.gov/lc](http://www.oregonlegislature.gov/lc)

Oregon Secretary of State: State Archives  
[sos.oregon.gov/archives/Pages/default.aspx](http://sos.oregon.gov/archives/Pages/default.aspx)

ODOT Traffic Control Plans Unit  
[www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx)

## 00110.10     **Abbreviations**

Add the following:

|        |   |
|--------|---|
| CCDA - | Clackamas County Development Agency                           |
| DTD -  | Clackamas County Department of Transportation and Development |
| LCRB - | Local Contract Review Board                                   |
| ODFW - | Oregon Department of Fish and Wildlife                        |
| UNS -  | Utility Notification System                                   |
| WES -  | Water Environment Services of Clackamas County                |

## 00110.20     **Definitions**-Add the following to this subsection:

**Agreement Form** – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

**Amendment** – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

**Approved Equal** - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

**Award** – Same as “Notice to Intent to Award”.

**BCC** – The Clackamas County Board of County Commissioners

**Bid** - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

**Bid Closing** - The date and time for Bid Closing is the same as the date and time for Bid Opening.

**Bid Documents**- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2021 edition.
- Plans and drawings

- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

**Bonds** -The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

**Change Order** - A price agreement for Extra Work, Changed Work, field directives or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor's designated representative.

**Contract** - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

**Contract Documents** - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

**County** - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

**Department** – A subdivision of the Agency.

**Engineer** - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

**Invitation to Bid** - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

**Legal Holiday** - As defined in ORS 279C.540.

**Lump Sum** - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

**Notice of Intent to Award** - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

**ODOT Procurement Office** – Clackamas County Procurement Division.

**Owner** – Synonymous with Agency.

**Plan Holder's List** – A list of contractor's names, contact names, phone and fax numbers that the County's Purchasing Department creates during bidding of the Project.

**Project Manager** – The Owner's representative who directly supervises the engineering and administration of the contract.

**Shop Drawings** – Synonymous with Working Drawings.

**Solicitation Document** – Synonymous with Bid Documents.

**Standard Drawings** – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

**Standard Specifications** - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by **the Agency**.

**State** - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "Clackamas County", "State of Oregon", or "ODOT" as applicable because of context.

Replace the sentence that begins "**Surfacing** – The Course or Courses..." with the following sentence:

**Surfacing** – The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulder, or parking areas for pedestrian, bicycle or vehicle use.

**Work Day** - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

Add the following to the end of this subsection:

See Clackamas County General Conditions for Public Improvement Contracts for additional definitions.

**END OF SECTION**

## Section 00120 – Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications modified as follows:

**00120.00 Prequalification of Bidders** - Replace with the following:

**00120.00 Prequalification of Bidders** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.01 General Bidding Requirements** – Replace with the following:

**00120.01 General Bidding Requirements** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.05 Request for Plans, Special Provisions, and Bid Booklets:** – Replace with the following:

**00120.05 Request for Plans, Special Provisions, and Bid Booklets:** – Bid documents may be obtained from the Clackamas County Procurement Division as indicated in Notice of Public Improvement Contract Opportunity.

Copies of the 2021 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

[http://www.oregon.gov/ODOT/Business/Pages/Standard\\_Specifications.aspx](http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx)

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered** – Delete the third paragraph.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - Replace with the following:

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.40 Preparation of Bids** – Replace with the following:

**00120.40 Preparation of Bids** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.45 Submittal of Bids** - Replace with the following:

**00120.45 Submittal of Bids** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.50 Submitting Bids for More than One Contract** – Delete this subsection.

**00120.60 Revision or Withdrawal of Bids** - Replace with the following:

**00120.60 Revision or Withdrawal of Bids** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.70 Rejection of Nonresponsive Bids** – Replace with the following:

**00120.70 Rejection of Nonresponsive Bids** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.95 Opportunity for Cooperative Arrangement** – Delete this subsection.

## **END OF SECTION**

### **Section 00130 – Award and Execution of Contract**

Comply with Section 00130 of the Standard Specifications modified as follows:

**00130.00 Consideration of Bids** - Delete third paragraph.

**00130.10 Award of Contract** - Replace with the following:

**00130.10 Award of Contract** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00130.15 Right to Protest Award** – Replace with the following:

**00130.15 Right to Protest Award** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00130.30 Contract Booklet** – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2021 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

**00130.40 Contract Submittals** - Replace with the following:

**00130.40 Contract Submittals** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00130.70 Release of Bid Guaranties** – Replace with the following:

**00130.70 Release of Bid Guaranties** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

## **END OF SECTION**

### **Section 00140 – Scope of Work**

Comply with Section 00140 of the Standard Specifications supplemented modified as follows:

**00140.30 Agency-Required Changes in the Work** – Replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

**00140.31 "As-Built" Records** - Add the following:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.



## END OF SECTION

### Section 00150 – Control of Work

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.00 Authority of the Engineer** – Replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

**00150.05 Cooperative Arrangements** – Delete this subsection.

**00150.10 Coordination of Contract Documents**

**(a) Order of Precedence** – Replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

**00150.15(c) Contractor Responsibilities** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the *Construction Surveying Manual for Contractors*, Chapter 1.6 (see Section 00305).

- Inform the Engineer of any property corners monuments and/or survey markers that are not shown on the plans and are found during construction activities prior to disturbing the monuments. Allow the Agency 2 Work days for referencing all found markers before they are removed. Monuments that are noted on the plans to be protected and are disturbed by the Contractor's activities shall be replaced by the Contractor's surveyor at the Contractor's expense.

The Contractor shall perform the Contractor responsibilities described in the ODOT Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305).

**00150.50 Cooperation with Utilities:** Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

**00150.50(c) Contractor Responsibilities** – Add the following to the bulleted list:

- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated utility;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

**00150.70 Detrimental Operations** – Add the following:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer video showing private property, which may be disturbed during construction.

## **END OF SECTION**

### **Section 00160 – Source of Materials**

Comply with Section 00160 of the Standard Specifications modified as follows:

**00160.20(a) Buy America** – Replace with the following: Federal highway funds are NOT involved on this Project.

## **END OF SECTION**

### **Section 00165 – Quality of Materials**

Comply with Section 00165 of the Standard Specifications modified as follows:

**00165.04 Costs of Testing** – Replace this section with the following sentence: All testing required to be performed by the Contractor will be at the Contractor's expense.

**00165.10(a) Field-Tested Materials** – Add the following sentence: The County follows the most current version of the MFTP on its projects:

**00165.10(b) Nonfield-Tested Materials** - Add the following sentence:

The County follows the most current version of the NTMAG on its projects.

## **END OF SECTION**

### **Section 00170 – Legal Relations and Responsibilities**

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.00 General** - Replace the paragraph that begins " The Contractor shall comply with all laws, ordinances, ..." with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

**00170.02 Permits, Licenses, and Taxes** – Add the following:

This project is to be constructed in Clackamas County road right of way and streets. There are no separate road opening permits required from Clackamas County to perform the work required under this contract.

**00170.61(a) Workers' Compensation** - In the paragraph, replace "00170.70(d)" with "the Agreement".

**00170.65(b)(4) Owner/Operator Data** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

- Driver's name;
- Present driver license upon request;
- Vehicle identification number;
- Present vehicle registration upon request;
- Motor vehicle license plate number;
- Motor Carrier account number;
- Present ODOT Motor Carrier 1A Permit upon request; and

Name of owner/operator from the side of the truck.

Add the following subsection:

**00170.67 Fees** - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

**00170.70 Insurance** - Replace with the following:

**00170.70 Insurance** - See Clackamas County Public Improvement Contract.

**00170.70(c) Additional Insured** - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

Clackamas County and its officers, agents, and employees  
Clackamas County Board of Commissioners

**00170.72 Indemnity/Hold Harmless** – Replace with the following:

**00170.72 Indemnity/Hold Harmless** – See Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

**00170.85(b-1) Contractor Warranty for Specific Items** – Delete this subsection.

### END OF SECTION

### Section 00180 – Prosecution and Progress

Comply with Section 00180 of the Standard Specifications modified as follows:

**00180.06 Assignment of Funds Due under the Contract** – Delete the first bulleted item.

**00180.40 Limitation of Operations** - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

Add the following subsection:

| <b>Limitations</b>                               | <b>Subsection</b> |
|--|-------------------|
| Cooperation with Utilities .....                 | 00150.50          |
| Cooperation with Other Contractors .....         | 00150.55          |
| Railways .....                                   | 00170.01(e)       |
| Contract Time .....                              | 00180.50(h)       |
| Right-of-Way and Access Delays .....             | 00180.65          |
| Closed Lanes .....                               | 00220.40(e)(1)    |
| Special Events .....                             | 00220.40(e)(2)(b) |
| Limited Duration Road Closure .....              | 00220.40(f)       |
| Road Closure Using Rolling Slowdown Method ..... | 00220.40(g)       |
| Regulated Work Areas .....                       | 00290.34(a)       |
| Noise Control .....                              | 00290.32          |
| Maintenance Under Traffic .....                  | 00620.43          |
| Opening Sections to Traffic.....                 | 00744.51          |
| Opening Sections to Traffic .....                | 00745.51          |

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

**00180.40(b) On-Site Work** - Add the following paragraph to the end of the subsection:

The Contractor shall not begin Paving Work before July 1, 2022, unless approved by the Engineer.

**00180.41 Project Work Schedules** – Add the following:

A Type B schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

**The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site. Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.**

**00180.42 Preconstruction Conference** - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video recording of private properties affected by construction per 00150.70. A representative of each subcontractor shall be required to attend the pre-construction conference.

**00180.43 Commencement and Performance of Work** - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

- **The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site.**
- **Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.**
- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- The Contractor will be notified in writing of the specified date to commence work and will not begin work until receipt of this Notice to Proceed. Upon the commencement of grinding, tilling, grading or paving operations on any one respective work site, all necessary work including paving of driveways and road approaches shall be vigorously pursued to reach substantial completion within a 14 calendar day duration. **If at any time a work site is left prior to substantial completion (completed paving of driveways, road approaches, etc.) without written consent from the owner's project manager, this will be considered abandonment by the Contractor.** Failure to meet these time constraints or abandonment shall subject the contractor to the full amount of Liquidated Damages as detailed in Section 00180.50 of these Special Provisions.
- At the time Substantial Completion is reached, the Contractor shall submit a Notice of Substantial Completion.

Add the following subsection:

**00180.50(h) Contract Time** – There are three Contract Times on this Project as follows:

- (1) The Contractor shall complete all Work shown on the ADA Ramp Improvements Plans at the intersection of Vernelda Street and Aldercrest Court to be done under the Contract, before the elapse of 30 Calendar Days, and no later than August 31, 2022.
- (2) The Contractor shall complete all Work Shown on the ADA Ramp Improvements Plans at the intersection of San Marcos Avenue at Webster Road to be done under the Contract, before the elapse of 30 Calendar Days and no later than August 31, 2022.
- (3) The Contractor shall complete all Work to be done under the Contract not later than August 31, 2022.

**00180.70 Suspension of Work** - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager

finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

**00180.85(b) Liquidated Damages** - Add the following paragraphs:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$700 per Calendar Day \*.

\* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

**00180.85(c) Lane Closures and Road Closures** - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

**(1) Lane Closures** - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

**00180.85(e) Traffic Delays Beyond 20 Minutes** - Stopping or holding vehicles beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes. In addition to the liquidated damages, any added cost for traffic control measures, including flagging, required to stop or hold traffic beyond the 20-minute time limit, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

**00180.90(a) Termination for Default** - In the paragraph that begins "Termination of the Contract for default...", add the following bullet to the end of the bullet list:



Has liquidated and delinquent debt owed to the State or any department or Agency of the County,

## END OF SECTION

### Section 00190 – Measurement of Pay Quantities

Comply with Section 00190 of the Standard Specifications modified as follows:

**00190.20(a) General** - Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

**00190.20(f)(1) Scale with Automatic Printer** - Replace the paragraph that begins "If the scales have an automatic weigh memo printer ..." with the following paragraph:

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

**00190.20(f)(2) Scale Without Automatic Printer** - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer.

**00190.20(g) Agency-Provided Weigh Technician:** Replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

## END OF SECTION

### Section 00195 – Payment

Comply with Section 00195 of the Standard Specifications modified as follows:

**00195.10 Payment for Changes in Material Costs** - Replace with the following:

No asphalt cement cost adjustment shall be used on this project.

**00195.12 Steel Material Price Escalation/De-Escalation Clause** – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

**00195.20(b) Significant Changed Work** – Add the following:

Significant is defined as:

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

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

**00195.50 Progress Payments and Retained Amounts** - Modify as follows:

**00195.50(a) Progress Payments** - Modify as follows:

**(1) Progress Estimates** - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

**(2) Value of Material on Hand** - Replace with the following:

**(2) Value of Material on Hand** - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

**(4) Limitations on Value of Work Accomplished** - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

**00195.50 (b) Retainage** - Replace the first paragraph with the following:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

**00195.50(c) Forms of Retainage** – Replace the first paragraph with the following:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). "Cash, Alternate A" or "Cash, Alternate B" (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) "Cash, Alternate B (No Interest Earned)". If the

Agency incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the Agency may recover such costs from the Contractor by a reduction of the final payment.

Replace paragraph (2) with the following:

**(2) Cash, Alternate B (No Interest Earned)** – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

**00195.50(d) Release of Retainage** – Replace with the following:

**(d) Release of Retainage** - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

## **END OF SECTION**

### **Section 00196 – Payment for Extra Work**

Comply with Section 00196 of the Standard Specifications modified as follows:

**00196.91 Extra Work Allowance** – Add the following section:

The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

## **END OF SECTION**

## **Section 00197 – Payment for Force Account Work**

Comply with Section 00197 of the Standard Specifications.

### **END OF SECTION**

## **Section 00199 – Disagreements, Protests and Claims**

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** - Replace the entire section with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

**(a) Engineer Claim Review** - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

**(b) Director Claim Review** - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

**(c) Commencement of Litigation** - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

**00199.50 Mediation** - Delete the entire section.

**00199.60 Review of Determination Regarding Records** - Delete the entire section.

## END OF SECTION

### SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

## END SECTION

### SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

**00220.01(d) Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

**00220.02(a) General Requirements** - Add the following bullets to the end of the bullet list:

When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

**00220.03(b) Closures** - Add the following bullet to the end of the bullet list:

**On Street Parking** - A minimum of 14 calendar days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.

## END SECTION

## SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

**00221.03 Traffic Safety and Operations** - Replace the bullet that begins "When paving operations create..." with the following bullet:

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

**00221.07(c)(1) Paving** - Replace this subsection, except subsection number and title, with the following:

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00735.48, 00735.49, 00743.45, 00744.44, 00744.45, 00745.47, and 00745.48, as applicable.

**00221.90(b) Temporary Protection and Direction of Traffic** - Delete the bullet that begins "Moving temporary barrier to and from Contractor's stockpile areas".

Replace the bullet that begins "When the Schedule of Items does not include ..." with the following bullet:

- Preparing and signing the daily "Traffic Control Inspection Report", when a TCS is not included in the Schedule of Items or when a TCS is not onsite for a work shift.

## SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

**00222.40(e) Temporary Sign Placement** - Add the following to the end of the bullet list:

- Place a "WAIT FOR FLAGGER" (CR4-23) sign approximately 50 feet in advance of each flagger station, facing incoming pedestrian traffic. Install the sign on a conical marker or other temporary sign support, as shown or as directed. Do not allow the sign installation height or location to block the visibility of the flagger for incoming public traffic.
- At least ten Calendar Days before closing the sidewalks at the intersection of San Marcos Avenue and Webster Road and the intersection of Vernelda Street and Aldercrest Court, place a "SIDEWALK CLOSED, Daily" (CW11-5) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade, or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.

- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the “SIDEWALK CLOSED, Daily” (CW11-5) signs while the TPAR is open to pedestrian traffic.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.
- For paving operations on non-freeways, place “ABRUPT EDGE” (CW21-9) and “ROAD WORK XX MPH” (CW20-1a) signs as shown. Use an “XX” value equal to 10 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.
- For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the “ABRUPT EDGE” signs.
- impacted by construction. Keep the signs in place until completion of the bikeway final surface.
- During pilot car operations, install a 12 by 12-inch "WAIT FOR PILOT CAR" (CR4-20a) sign in private residential driveways accessing the Highway within the limits of the pilot car operation. Place the sign in the driveway facing the private residence and so the sign face is not visible to Public Traffic on the Highway. Do not use the sign for apartments, condominiums or business accesses.
- At accesses, side roads, or residential driveways where "WAIT FOR PILOT CAR" (CR4-20) signs are installed, do not allow traffic to be stopped or held for longer than 20 minutes.
- In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the "WAIT FOR PILOT CAR" signs.
- For each location of the "WAIT FOR PILOT CAR" sign, closely monitor for traffic compliance, operation, and safety at least once per hour during pilot car operations. If operational issues are observed, or if notified of operational issues, at stop-controlled accesses or side roads utilizing the "WAIT FOR PILOT CAR" (CR4-20) sign, remove the sign and replace it with a flagger.

## END SECTION

### SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

**00222.40(e) Temporary Sign Placement** - Add the following to the end of the bullet list:

- Place a “PEDESTRIANS ON ROADWAY” (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- Install a "PAVING SIGN" and a “COMMUNITY ROAD FUND SIGN” on a single wood post. Install a “PROJECT NOTIFICATION SIGN” on a single wood post. Place these



Project Information Signs according to sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Supplemental Drawings, in advance of the "ROAD WORK AHEAD" sign at each end of the Project, facing incoming traffic. See project plans for sign size and legend.

- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.
- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area Signing" detail shown on the Standard Drawings.
- 
- All work zones exceeding 500 feet in length shall require the use of a pilot car. During pilot car operations, install a 15-inch by 24-inch "WAIT FOR PILOT CAR: (CR4-20) sign at each driveway approach and intersecting side street within the limits of the pilot car operation.
- In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the "WAIT FOR PILOT CAR" signs.

**00222.90 Payment** - Add the following pay items:

(e) Temporary Project Information Signs..... Square Feet

Add the following after the sentence that begins "In item (d)";

Item (e) includes temporary project information signs shown in the plans.

**END OF SECTION**

**SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES**

Comply with Section 00223 of the Standard Specifications.

**END SECTION**

**SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES**

Comply with Section 00224 of the Standard Specifications modified as follows:

**00224.46 Pavement Edge Delineation** - Replace the paragraph that begins "Place tubular or conical markers..." with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

## END SECTION

### SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 of the Standard Specifications modified as follows:

**00228.00 Scope** - Replace this subsection, except subsection number and title, with the following:

In addition to the requirements of Section 00221, this Work consists of furnishing, installing, operating, maintaining, inspecting, and removing temporary devices for accommodating pedestrians and bicyclists through a work zone.

**00228.13 Temporary Curb Ramps** - Add the following sentence to the end of this subsection:

Furnish truncated dome detectable warning surface for temporary curb ramps from the QPL according to 00759.12.

**00228.43 Temporary Curb Ramps** - Add the following paragraph to the end of this subsection:

Install a minimum 2 foot wide truncated dome detectable warning surface on temporary curb ramps at pedestrian street crossings. Omit truncated dome detectable warning surfaces on temporary curb ramps that are not at a pedestrian street crossing.

**00228.80(a) Length Basis** - Replace this subsection, except subsection number and title, with the following:

Pedestrian channelizing devices and bicycle channelizing devices will be measured on the length basis upon delivery to the Project. The quantities will be limited to those in the approved TCP.

**00228.90 Payment** - Add the following paragraph after the paragraph that begins "In item (c), the type...":

Item (c) includes furnishing and installing truncated dome detectable warning surfaces.

## END SECTION

### SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

**00280.00 Scope** - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project.

**00280.06 Erosion and Sediment Control Manager** - Delete this subsection.

**00280.62 Inspection and Monitoring** - Replace this subsection, except for the subsection number and title, with the following:

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

**00280.90 Payment** - In the paragraph that begins "Item (a) includes..." delete the bullet that specifies "providing the Erosion and Sediment Control Manager".

## **END SECTION**

### **SECTION 00290 - ENVIRONMENTAL PROTECTION**

Comply with Section 00290 of the Standard Specifications modified as follows:

Add the following subsection:

#### **00290.30(a)(7) Water Quality:**

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).

## **END SECTION**

### **SECTION 00305 - CONSTRUCTION SURVEY WORK**

Comply with Section 00305 of the Standard Specifications.

## **END SECTION**

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications modified as follows:

**00310.90 Payment** - Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

**END SECTION**

**SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications.

**END SECTION**

**SECTION 00330 - EARTHWORK**

Comply with Section 00330 of the Standard Specifications.

**END SECTION**

**SECTION 00331 – SUBGRADE STABILIZATION**

Comply with Section 00331 of the Standard Specifications.

**END SECTION**

**SECTION 00340 - WATERING**

Comply with Section 00340 of the Standard Specifications.

**END SECTION**

**SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications modified as follows:

**00440.12 Properties of Commercial Grade Concrete** - Replace the bullet that begins "**Slump** - 5 inches..." with the following bullets:

- **Slump** - 5 inches or less

- For concrete sidewalks, ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

**00440.13 Field-Mixed Concrete** - Replace the subsection, except for subsection number and title, with the following:

CGC Work items listed in 00440.14(a) may be field-mixed conventionally, or by volumetric/mobile mixers conforming to ASTM C685. When approved, concrete sidewalks, concrete curb ramps, concrete driveways, and other flat concrete surfaces may be field-mixed using volumetric/mobile mixers conforming to ASTM C685, request approval prior to placement. For all other CGC applications, submit written request to the Engineer for approval to use volumetric/mobile mixers conforming to ASTM C685 at least 21 Days prior to placement.

Pre-packaged dry blended concrete from the QPL may be used for Work items listed in 00440.14(a).

**00440.40(b) Placing** - Add the following bullet to the end of the bullet list:

- When haul time or placement conditions warrant exceeding the time of discharge, submit a detailed breakdown of the estimated time needed from batching to discharge of a load along with the measures that will be taken to ensure slump, temperature and uniformity will be maintained. Submit in advance to establish a new time limit at the Engineer's discretion.

**END SECTION**

#### **SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS**

Comply with Section 00470 of the Standard Specifications.

**END SECTION**

#### **SECTION 00480 - DRAINAGE CURBS**

Comply with Section 00480 of the Standard Specifications.

**END SECTION**

#### **SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES**

Comply with Section 00490 of the Standard Specifications.

## END SECTION

### SECTION 00610 – RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications modified as follows:

**00610.00 Scope** – Supplement this subsection with the following:

If existing paved surfaces and bases are to be excavated and removed, the performance, measurement, and payment of the Work will be according to Sections 00310 and 00330 as indicated in the Contract Schedule of Items.

**00610.42 Aggregate Subbase, Base and Surfacing** – Supplement this subsection with the following:

Finish the surface to the necessary grade which establishes a smooth and driveable surface free from bumps, humps or other vertical abnormalities. Establish positive drainage which matches or improves the existing conditions of the site prior to grading. Grading shall be approved by the Engineer prior to paving.

Add the following section:

**00610.44 Protect Existing Subgrade** – The Contractor shall protect the existing roadway base and subgrade from damage following asphalt pavement removal. Protection will include limiting all construction activities that could damage either exposed or aggregate base covered upgrade such as continued loading with construction equipment as part of haul routes for other work, continued loading during periods with inclement weather or as part of hauling operations that could compromise subgrade soils and all other activities within control of the Contractor. The Contractor shall protect subgrades from excessive moisture after pavement removal. Preventative measures shall be utilized to protect the subgrade during forecasted precipitation. Any damage to the subgrade as a result of the Contractors negligence shall be repaired at the Contractors expense.

The Contractor shall prepare and submit a subgrade protection plan that identifies the Contractors intended means and methods of removing existing surfaces, constructing new subgrade surfaces as prescribed in the Contract Documents, and protecting the existing subgrade from potential damage by the Contractors operations or outside factors such as weather. The Contractor shall be responsible to phase all work that places construction loads directly on the existing subgrade and select equipment sizes and classes in an effort to minimize potential overloading of the existing subgrade. If the Contractor's plan includes running haul equipment on exposed subgrades or aggregate covered subgrades, the haul equipment shall be limited to half of the maximum load.

**00610.80 Measurement** – Replace this subsection, except for the number and title, with the following:

The quantities of finishing roadbeds will be measured on the area basis, computed by multiplying the length of the roadway by the width of the roadbed actually graded, compacted, and finished as accepted by the Engineer.

**00610.90 Payment** – Replace this subsection, except for the number and title, with the following:

| Pay Item                                 | Unit of Measurement |
|--|---------------------|
| (a) Reconditioning Existing Roadway..... | Square Yard         |

Payment will be payment in full for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work as specified.

Item (a) includes all labor, equipment and materials necessary to trim, shape, finish, compact and proof-roll the roadway in preparation for new asphalt concrete pavement placement. Payment also includes all materials, equipment and labor necessary to protect the subgrade from damage prior to and during new asphalt concrete pavement construction.

No additional pavement will be made for additional grading necessary to re-establish existing drainage patterns, improve drainage patterns as noted on the plans or provide a smooth and driveable roadway free of ruts, depressions and irregularities.

**END SECTION**

**SECTION 00620 - COLD PLANE PAVEMENT REMOVAL**

Comply with Section 00620 of the Standard Specifications.

**END SECTION**

**SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications modified as follows:

**00641.10(a) Base and Shoulder Aggregate** – Replace the last sentence in the first paragraph with the following:

Shoulder aggregate shall be 1"-0 or ¾"-0.

Replace "Shoulder Aggregate.....2640" With the following:

Shoulder Aggregate.....2630.10

**00641.22 Spreading Equipment** – Add the following to the end of this subsection:

All shoulder rock shall be placed using a heavy-duty self-propelled road widener capable of widening from 1' to 14' in a single pass. Discharge of the speed of the aggregate is controlled from a conveyor speed lever on the operator's console.

## END SECTION

### SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

**00730.11 Emulsified Asphalt** - In the paragraph that begins "Obtain samples according to AASHTO T 40..." replace the words "AASHTO T 40" with the words "AASHTO R 66".

**00730.44 Applying Tack Coat** - Add the following before the first paragraph of this subsection:

A tack coat shall be applied between the existing pavement and the overlay and between all overlay pavement courses.

Tack coat shall be applied only so far in advance as is appropriate to insure a tacky condition of the asphalt at the time of placing the next course of pavement material. Application shall be scheduled so as to offer the least interference to traffic and to permit one-way traffic without pickup or tracking. The tack coat shall be covered the same day as applied.

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

**No separate or additional payment will be made for emulsified asphalt tack coat. Tack coat shall be considered incidental to the asphalt concrete paving work, and no separate payment will be made.**

## END SECTION

### SECTION 00745 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00745 of the Standard Specifications modified as follows:

**00745.11(a) Asphalt Cement** - Replace PG 64-22 or PG 64-28 in the second paragraph with PG 64-22.

Add the following subsections:

**00745.25 Trucks** – Do not use vehicles or transfers with rear drop axles in which raising the drop axle would cause the vehicle to exceed legal loads limits.

#### **00745.42 Preparation of Underlying Surfaces**

**(a) Overlay Preparation** - Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or other approved methods prior to applying the tack coat or pavement overlay fabric. Any grass or other vegetation between the existing asphalt concrete and the curb shall be totally removed. Any vegetation that exists over the face



of the curb line shall be removed in a neat workman like manner. The existing curb shall be cleaned and a tack coat applied prior to paving.

**NOTE: The contractor is responsible for street sweeping. Special attention will be given to organic materials in cracks and the removal of all materials on the edge of the existing pavement. The contractor shall use vacuum sweepers that are self-propelled equipped with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface and collecting the material by vacuum device.**

All work required in the cleaning and preparing the work site as described above and payment for this item shall be considered incidental to and included in the unit price for asphalt concrete material, and no additional compensation shall apply.

**(b) Pre-Leveling Courses** - Existing pavements have occasional surface irregularities and uneven crown section. In these worst cases, it is the intent that this condition be corrected through the means of application of an asphalt concrete leveling course prior to the placing of the uniform 2" wearing course overlay. In leveling irregular surfaces, the presence of low areas and the surface grade to which the final course is to be placed may require the asphalt mixture to be laid in two or more layers in which case the compacted thickness of any one layer shall not exceed two and one-half (2 ½) inches.

All pre-leveling work must be performed at the direction of the County and quantities identified on the schedule of prices are approximate.

Asphalt concrete mixture to achieve the necessary pre-leveling work will be paid on the contract unit price per ton for the respective work site schedule of prices.

**00745.47(b) Drop-Offs** – Replace the bullet that begins "Provide warning signs and markings..." with the following bullet:

- Provide warnings signs and markings according to Sections 00221, 00222, 00224, and 00225 where abrupt or sloped edge drop-offs where abrupt or sloped edge drop-offs greater than 1 inch in height occur.

**00745.46(b) Depositing** - Replace the paragraph that begins "Deposit ACP from..." with the following paragraph:

Deposit ACP from the hauling vehicles so segregation is prevented. Do not deliver the ACP directly into the paving machine for wearing courses where the continuous length of the panel is greater than 500 feet. Deliver the ACP to the paving machine by either a windrow pick-up machine or an end-dump transfer machine.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

**00745.49(b)(2)(b) Core Correlation of Nuclear Gauge Readings** - Replace this subsection, except for the subsection number and title, with the following:

For each lift on the Project that contains more than 2,500 tons of ACP, correlate each nuclear gauge that will be used on that lift. Perform core correlations and determine core correlation factors according to AASHTO T 355 and ODOT TM 327. Provide bulk specific gravity values to the Engineer within 24 hours of coring. If an Aggregate source or the asphalt cement source changes, new core correlations are required.

Apply correlation factors to all nuclear gauge readings for the Lift on which the core correlation was performed.

Both the Engineer and the Contractor may request additional core correlation of nuclear gauge readings. Core correlations requested by the Contractor or that are required due to a change in Aggregate or asphalt cement source will be at no additional cost to the Agency.

**00745.51 Opening Sections to Traffic** - Schedule Work so that, during the same shift, the surfaces being paved are paved full width and length through the top Base Course before opening to traffic. Traffic will be allowed on the top Base Course up to five Calendar Days.

Before beginning wearing Course paving operations, make repairs to the existing surface as directed. Payment for the repairs will be made according to 00195.20 and 00331.

**00745.76 Sand Seal** - All joints between asphalt concrete pavement, Portland Cement Concrete, and old surfaces, curbs, gutters, inlet structures, manholes, etc. shall be sealed by an application of CSS-1 emulsified asphalt followed immediately by a cover coat of clean sand. Width of joint seal coat shall be no less than four inches and no more than six inches.

**00745.76 Cleanup** – Clean and remove all excess asphalt, debris and tack from all facilities including, but not limited to manhole covers, valve boxes, catch basins, concrete gutter, and curb faces.

**00745.80 Measurement** - Add the following paragraph to the beginning of this subsection:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of aggregates having a Specific Gravity of 2.463.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

**00745.90 Payment** – Replace this subsection with the following:

The accepted quantities of ACP incorporated into the Project, whether or not recycled materials are used, will be paid for at the Contract unit price, per unit of measurement.

Asphalt concrete shall be measured and paid for on a ton basis, to the nearest 0.01 English ton. There will be no separate measurement or payment for asphalt cement contained in the mixture. The Contract unit price per ton for asphalt concrete shall include all work and materials required to:

- Furnish and acceptably place the required Tack Coat;
- Acceptably clean the existing pavement surfaces in preparation for applying the tack
- Seal all cold and transverse joints with hot liquid asphalt and clean sand.
- Provide all necessary quality control tests in accordance with ODOT specification 00745.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- reconditioning existing roadway
- leveling work
- lime
- QC testing
- sawing, cleaning, and filling joints on bridge deck overlays
- No separate or additional payment will be made for asphalt cement used in the mixture.

When indicated by other pay items in the Contract Schedule of Items, separate payment will be made for work described in 00745.42, 00749.91 and 00749.92.

When a panel consists of both temporary and permanent courses, payment for the entire panel will be based on the permanent course.

**00745.95 Price Adjustments** – Replace this subsection with the following:

**There will be no ACP Price Adjustments for this project.**

**Asphalt concrete placed in overlay that does not comply with the compaction requirements herein shall be removed and replaced at the discretion of the Engineer.**

**END SECTION**

#### **SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES**

Comply with Section 00749 of the Standard Specifications.

**END SECTION**

#### **SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

Comply with Section 00759 of the Standard Specifications modified as follows:

**00759.03(b) Curb Ramp Plan** - Replace the bullet that begins “Compliance with Working Drawings and details...” with the following bullet:

- Comply with Working Drawings and details submitted under 00759.03(a)

Add the following subsection:

**00759.03(d) Corrective Action Plan** - Unless otherwise approved, notify the Engineer before performing corrective action. Include TPAR necessary to complete corrective action work.

At least 21 Calendar Days before concrete Structures Work is scheduled to begin, submit a corrective action plan. The corrective action plan shall address procedures to correct deficient Structures through minor corrective action or replacement according to 00759.55(a), and include:

- List of minor corrective actions that will be used to correct deficiencies, according to 00759.50 and 00759.55.
- Procedures for performing corrective action.
- Proposed concrete grinding Equipment and method of grinding.
- Proposed concrete repair Material used for resurfacing ground concrete surfaces according to Section 02015.
- Construction activities, Equipment and staging necessary to complete corrective action Work.

The Engineer will review the corrective action plan(s) and provide a response to the Contractor within 5 Days after receiving the plan. Do not begin concrete Structure Work until the corrective action plan is approved by the Engineer.

Add the following subsection:

**00759.23 Concrete Resurfacing Equipment** - Furnish power-operated scarifying Equipment capable of uniformly removing and preparing the existing surface to depths required. For concrete grinding operations, furnish 12 segment grinders, fine-toothed scarifying Equipment, or other approved grinding Equipment.

**00759.46 Concrete** - Replace this subsection, except for the subsection number and title, with the following:

Construct the Structures between suitable forms or by the extrusion method. Place concrete according to the Plans, Section 00440, and this Section.

**00759.50(a) General** - Add the following paragraphs to the end of this subsection:

Install truncated domes as shown. Place according to the manufacturer's recommendation. Install abutting truncated dome panels with no more than 1/4 inch spacing. Install anchors along cut edges of truncated dome panels according to manufacturer's recommendations.

In addition, finish concrete surfaces of Structures to be within the established Slopes and dimensions allowed by the Standard Drawings and Plans. Repair or remove and replace Structures not meeting the Standard Drawings and Plans at no additional cost to the Agency.

Submit a corrective action plan for each non-compliant Structure after receiving notice of non-compliance from the Engineer. Perform correction of defects according to 00759.55.

**00759.50(c) Driveways, Walks, and Surfacing** - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown, and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 24 inch smart level will be used to measure driveway and sidewalk cross slopes on the Pedestrian Access Route.

**00759.50(d) Curb Ramps** - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 6 inch smart level will be used to measure curb running slope. The 6 inch smart level will be used to measure slopes on portions of the curb ramp, gutter pan, or adjacent surfaces that cannot accommodate a 24 inch smart level. All other curb ramp locations will use a 24 inch smart level to measure slopes.

Add the following subsection:

**00759.55 Correction of Deficient Structures** - Unless otherwise approved, notify the Engineer before performing corrective action. Correct deficiencies at no additional cost to the Agency. Perform corrective actions as directed, according to the approved corrective action plan, and according to the following:

**(a) Minor Corrective Action** - Submit Equipment and procedure for minor corrective action to the Engineer for approval. Minor corrective action can be performed to correct a deficiency up to 1 square foot per panel. Limit minor corrective action to one area per panel. Perform minor corrective action according to the following:

**(1) Concrete Grinding** - Grinding to correct high area deficiencies is limited to 3/16 inch. Use equipment meeting the requirements of 00759.23. Resurface all ground concrete surfaces according to 00759.55(a)(2).

**(2) Concrete Resurfacing** - Resurfacing to correct low area deficiencies is limited to 3/16 inch depth. Existing concrete is to be at least 7 Days old prior to resurfacing. Resurface repair areas according to the following:

a. **Keyway** - Sawcut a keyway at the boundaries of repair areas that are not already defined by panel control joints. Sawcut is to be 1/8 inch wide by 1/4 inch deep. Bevel inside edge of keyway at a 45 degree angle.

b. **Surface Preparation** - Prepare limits of repair area by grinding using Equipment from 00759.23. After grinding, sandblast the surface of the repair area. Clean the surface using a low pressure washer, less than 5,000 psi.

c. **Presoak** - Presoak the repair area for a minimum of 30 minutes to saturated surface dry. Prior to resurfacing, ensure there is no ponding water on the surface.

d. **Resurface** - Provide concrete resurfacer from the QPL according to 02015.60; refer to QPL remarks to select an appropriate material based on allowable installation depths. Furnish resurfacer in a color that closely matches the color of surrounding concrete surfaces. Mask boundaries of the repair area. Use hand tools to work resurfacer into keyways and match existing grade at boundaries. Apply a light broom-finish to achieve non-slip surface.

e. **Curing and Return to Traffic** - Wet cure for a minimum of 1 hour or per the manufacturer's recommendation, whichever is more restrictive. Follow manufacturer's recommendation for return to traffic time.

**(3) ACP Grinding** - Taper grind to match existing Pavement with a minimum grinding width of 1 foot for each 1/4 inch of ACP removed.

**(b) Acceptance of Structures** - Once the corrective work or replacement has been completed, acceptance will be based on the Engineer's inspection and approval of the Structure.

**00759.90 Payment** - Replace the paragraph that begins " Item (k) includes the additional Work required ..." with the following paragraph:

Item (k) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. Payment for the area of the curb ramp will be made under the concrete walks Pay Item.

Replace the paragraph that begins "No separate or additional payment will be..." with the following paragraph and bullet list:

No separate or additional payment will be made for:

- curb ramp Working Drawings
- curb ramp plan,
- preplacement conference
- concrete form verification
- any necessary repair or removal and replacement of curb ramps
- providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work
- developing corrective action plans

**END SECTION**

**SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications modified as follows:

**00850.30 Manufacturer's Representative** - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place pavement markings only when the pavement is ready for the pavement marking material according to the manufacturer's installation instructions.

**END SECTION**

**SECTION 00855 - PAVEMENT MARKERS**

Comply with Section 00855 of the Standard Specifications.

**END SECTION**

**SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

**END SECTION**

**SECTION 02001 - CONCRETE**

Comply with Section 02001 of the Standard Specifications modified as follows:

Comply with Section 02001 of the Standard Specifications modified as follows:

**02001.02 Abbreviations and Definitions:** Replace the sentence that begins "**Pozzolans** - Fly ash, silica fume..." with the following sentence:

**Pozzolans** - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

Replace the sentence that begins “**Supplementary Cementitious Materials** - Fly ash, silica fume...” with the following sentence:

**Supplementary Cementitious Materials** - Pozzolans and ground granulated blast furnace slag.

**02001.15(a) Current Mix Designs** - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

**END SECTION**

### **SECTION 02050 – CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.10 Liquid Compounds** - Replace the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit a one quart sample from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

**END SECTION**

### **SECTION 02080 – GROUT**

Comply with Section 02080 of the Standard Specifications.

**END SECTION**

### **SECTION 02440 - JOINT MATERIALS**

Comply with Section 02440 of the Standard Specifications modified as follows:

**END SECTION**



## **SECTION 02450 – MANHOLE AND INLET MATERIALS**

Comply with Section 02450 of the Standard Specifications.

**END SECTION**

## **SECTION 02640 - SHOULDER AGGREGATE**

Comply with Section 02640 of the Standard Specifications modified as follows:

Replace this section with subsection 02630.10.

Use 1 ½" – 0 column in Table 02630-1 for the specified gradation.

**END SECTION**

## **SECTION 02690 - PCC AGGREGATES**

Comply with Section 02690 of the Standard Specifications modified as follows:

**02690.20(e) Grading and Separation by Sizes for Prestressed Concrete** - Replace this subsection with the following subsection:

**02690.20(e) Grading and Separation by Sizes** - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-1**  
Gradation of Coarse Aggregates  
Percent passing (by Weight)

| Size Number | Nominal Size Square Openings | Sieve Size |           |           |           |           |           |           |          |         |          |          |           |
|-------------|------------------------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|----------|---------|----------|----------|-----------|
|             |                              | (2½ in.)   | (2 in.)   | (1½ in.)  | (1 in.)   | (¾ in.)   | (½ in.)   | (¾ in.)   | (No. 4)  | (No. 8) | (No. 16) | (No. 50) | (No. 200) |
| 3           | (2 to 1 in.)                 | 100        | 90 to 100 | 35 to 70  | 0 to 15   | —         | 0 to 5    | —         | —        | —       | —        | —        | **        |
| 357*        | (2 in. to No. 4)             | 100        | 95 to 100 | —         | 35 to 70  | —         | 10 to 30  | —         | 0 to 5   | —       | —        | —        | **        |
| 4           | (1½ to ¾ in.)                | —          | 100       | 90 to 100 | 20 to 55  | 0 to 15   | —         | 0 to 5    | —        | —       | —        | —        | **        |
| 467*        | (1½ to No. 4)                | —          | 100       | 95 to 100 | —         | 35 to 70  | —         | 10 to 30  | 0 to 5   | —       | —        | —        | **        |
| 5           | (1 to ½ in.)                 | —          | —         | 100       | 90 to 100 | 20 to 55  | 0 to 10   | 0 to 5    | —        | —       | —        | —        | **        |
| 56          | (1 to ¾ in.)                 | —          | —         | 100       | 90 to 100 | 40 to 85  | 10 to 40  | 0 to 15   | 0 to 5   | —       | —        | —        | **        |
| 57          | (1 to No. 4)                 | —          | —         | 100       | 95 to 100 | —         | 25 to 60  | —         | 0 to 10  | 0 to 5  | —        | —        | **        |
| 6           | (¾ to ½ in.)                 | —          | —         | —         | 100       | 90 to 100 | 20 to 55  | 0 to 15   | 0 to 5   | —       | —        | —        | **        |
| 67          | (¾ to No. 4)                 | —          | —         | —         | 100       | 90 to 100 | —         | 20 to 55  | 0 to 10  | 0 to 5  | —        | —        | **        |
| 68          | (¾ to No. 8)                 | —          | —         | —         | 100       | 90 to 100 | —         | 30 to 65  | 5 to 25  | 0 to 10 | 0 to 5   | —        | **        |
| 7           | (½ to No. 4)                 | —          | —         | —         | —         | 100       | 90 to 100 | 40 to 70  | 0 to 15  | 0 to 5  | —        | —        | **        |
| 78          | (½ to No. 8)                 | —          | —         | —         | —         | 100       | 90 to 100 | 40 to 75  | 5 to 25  | 0 to 10 | 0 to 5   | —        | **        |
| 8           | (¾ to No. 8)                 | —          | —         | —         | —         | —         | 100       | 85 to 100 | 10 to 30 | 0 to 10 | 0 to 5   | —        | **        |
| 89          | (¾ to No. 16)                | —          | —         | —         | —         | —         | 100       | 90 to 100 | 20 to 55 | 5 to 30 | 0 to 10  | 0 to 5   | **        |

\* Use two or more separated sizes which when combined meet these gradation limits.

\*\* See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

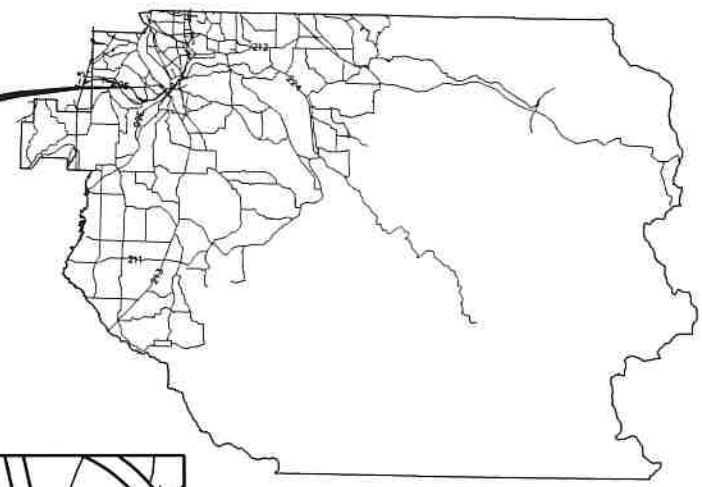
**02690.20(f) Grading and Separation by Sizes for Other Concrete - Delete this subsection.**

**02690.30(g) Grading** - In the paragraph that begins “Sampling shall be according to...”, replace the words “AASHTO T 2” with the words “AASHTO R 90”.

**END SECTION**

# CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

## PLANS FOR PROPOSED PROJECT PAVING, GRINDING, AND GRADING WEBSTER AREA LOCAL PAVING PROJECT 2022 PAVEMENT PRESERVATION



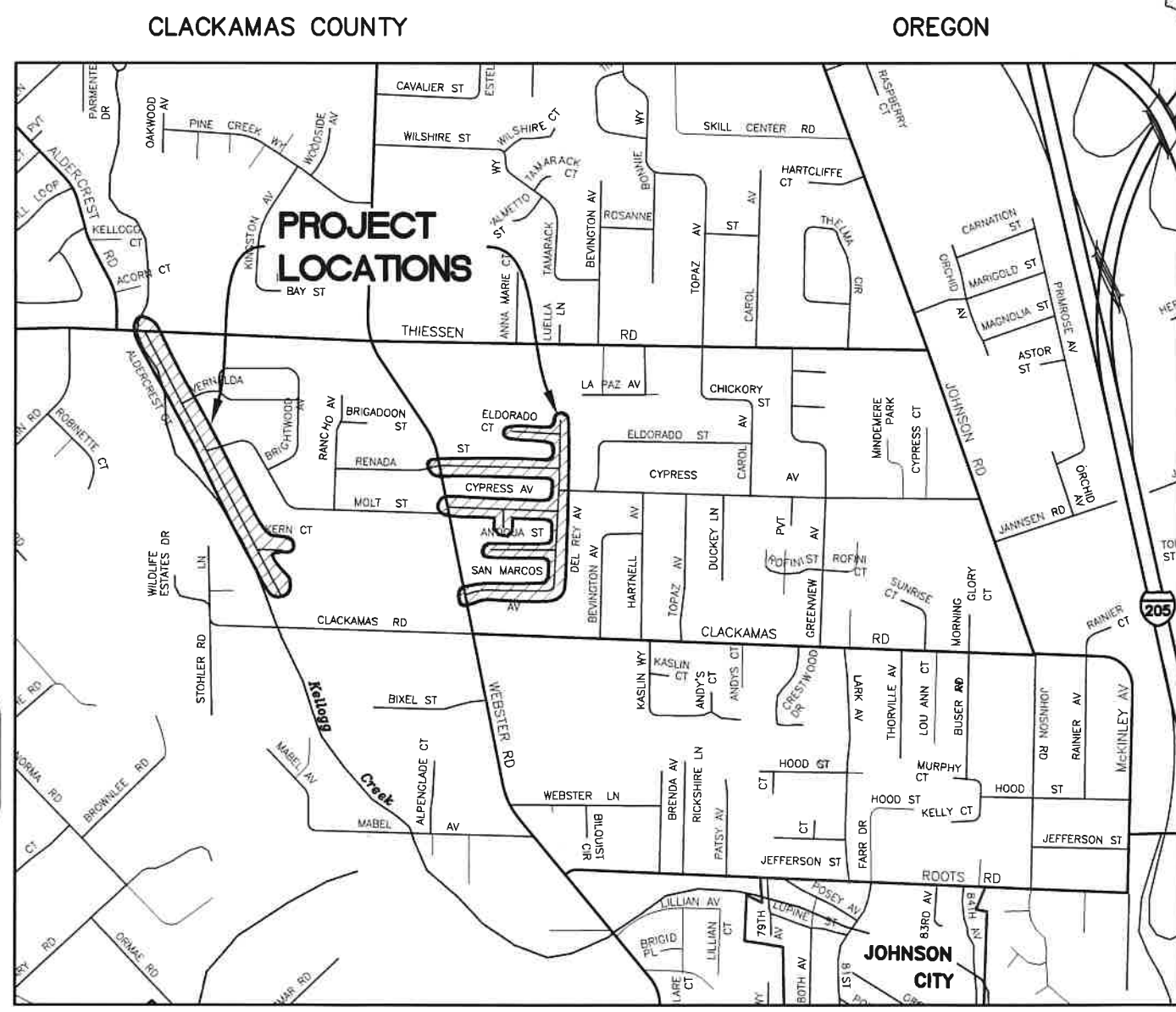
| INDEX OF SHEETS |                  |                              |
|-----------------|------------------|------------------------------|
| 1               | COVER SHEET      |                              |
| 2               | TYPICAL SECTIONS |                              |
| 3               | ACP DETAILS      |                              |
| 4               | STRIPING DETAILS |                              |
| 5-6             | PLAN SHEETS      | ALDERCREST CT. + KERN CT.    |
| 7               | PLAN SHEETS      | SAN MARCOS AV. + ANTIGUA CT. |
| 8               | PLAN SHEETS      | RENADA ST. + ELDORADO CT.    |
| 9               | PLAN SHEETS      | DEL REY AVE.                 |
| 10              | PLAN SHEETS      | CYPRESS AV. + SAN MARENO CT. |

**RIGHT-OF-WAY REPRESENTATION:**

ALL LINE-WORK SHOWN RELATING PROPERTY BOUNDARY TO SCAN DATA IS FOR GRAPHICAL REPRESENTATION ONLY. ANY APPARENT DISCREPANCIES BETWEEN SAID DATA WILL REQUIRE FIELD VERIFICATION THROUGH A PROPER RIGHT-OF-WAY RESOLUTION.

**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 952-001-0100. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER OR ANSWERS TO QUESTIONS ABOUT THE RULES BY CALLING (503) 232-1987.



VICINITY MAP  
NOT TO SCALE

T. 2S, R. 2E, SEC. 8-9

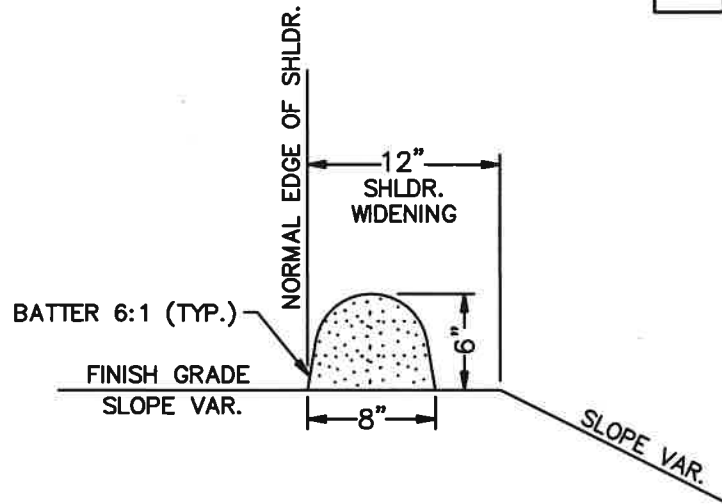
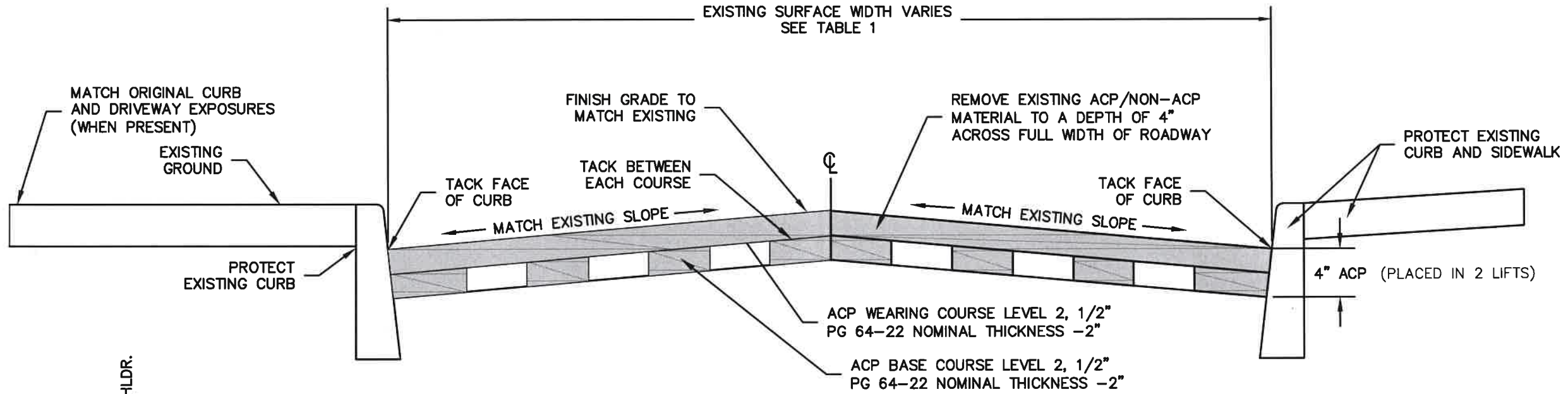


RENEWAL DATE: 6/30/2023

|   |  |
|---|--|
| <b>COVER</b><br>WEBSTER AREA<br>LOCAL PAVING<br>PROJECT   | DATE: 10/26/2021    PROJECT NO.: RM 2020-00706 |
| CLACKAMAS COUNTY<br>DEPT. OF TRANSPORTATION<br>AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 | DIRECTOR<br>DAN JOHNSON                        |
| DESIGNED BY:<br>VH  | CHECKED BY:<br>STAFF                           |
| DRAFTED BY:<br>RM   | REVISIONS                                      |
| NOT DATE:   | SHEET NO.<br>1                                 |

K:\UNIT RD BT NAME \UTPRESS\_AVE\_22100\ZUZU WEBSTER LOCAL PAVING PACKAGE \DRAWINGS\WEBSTER AREA LOCAL PAVING PLANS.DWG 4/10/2012

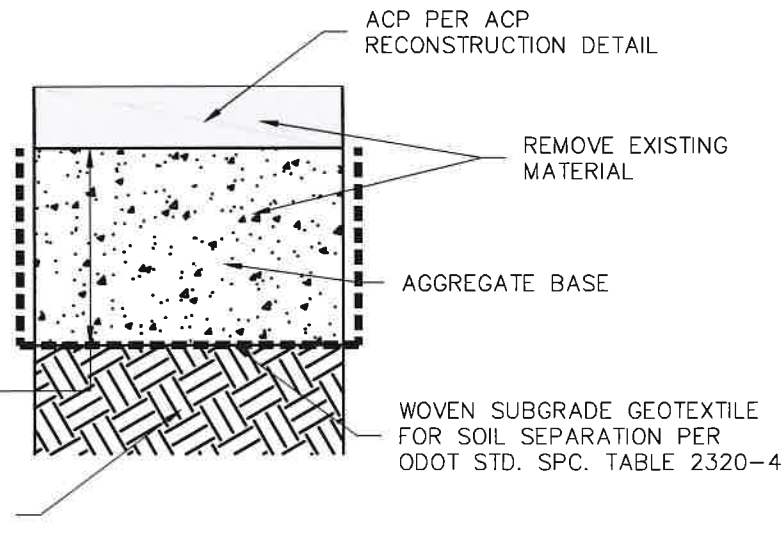
K:\UNIT R01\NAME\UTPRESS\_AVE\_22100\ZUZU WEBSTER LOCAL PAVING PACKAGE\DRAWINGS\WEBSTER AREA LOCAL PAVING PLANS.UWG 4/10/2012



**DRAINAGE CURB, STANDARD**  
ON DENSE GRADED A.C.

**ACP RECONSTRUCTION DETAIL**  
(SEE CONSTRUCTION PHASING NOTES ON SHEET 4)

NTS



**SUBGRADE STABILIZATION SECTION**

NTS

| TABLE 1         |              | EXISTING ASPHALT DEPTH | EXISTING ROCK DEPTH |
|-----------------|--------------|------------------------|---------------------|
| STREET NAME     | STREET WIDTH | (PER CORES)            | (PER CORES)         |
| ALDERCREST CT.  |              | 2"-4.8"                | 7"-9"               |
| 0+00 - 3+00     | 22'-26' +/-  | 1.75"                  | 8"                  |
| 3+00 - 9+00     | 26'-32' +/-  |                        |                     |
| 9+00 - 18+50    | 24'-28' +/-  |                        |                     |
| 18+50 - 20+16   | 24'-82' +/-  |                        |                     |
| KERN CT.        | 29' +/-      | 2"                     | 8"                  |
| SAN MARCOS AVE. | 32' +/-      | 1.75"                  | 8"                  |
| ANTIGUA CT.     | 32' +/-      | 3.5"                   | 4.5"-6"             |
| RENADA ST.      | 29' +/-      | 1.75"                  | 8"                  |
| ELDORADO CT.    | 29' +/-      | 1.75"-2"               | 7"-8"               |
| DEL RAY AVE.    | 28'-32' +/-  | 1.75"                  | 8"                  |
| KERN CT.        | 32' +/-      | 1.75"                  | 6.25"               |



TYPICAL SECTIONS  
WEBSTER AREA  
LOCAL PAVING  
PROJECT

DATE: 4/3/2021 PROJECT NO.: RM 2020-00706

CLACKAMAS COUNTY  
DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



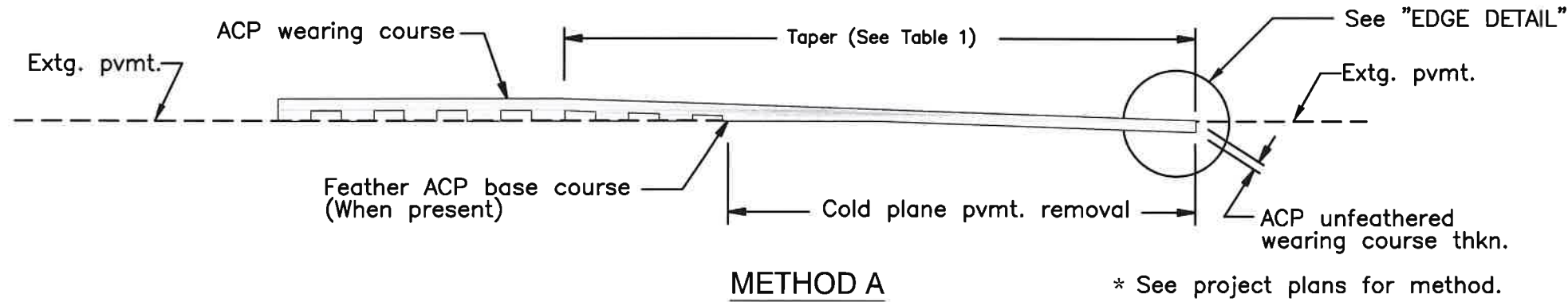
DAN JOHNSON  
DIRECTOR

DESIGNED BY: VH  
DRAFTED BY: RM  
CHECKED BY: STAFF

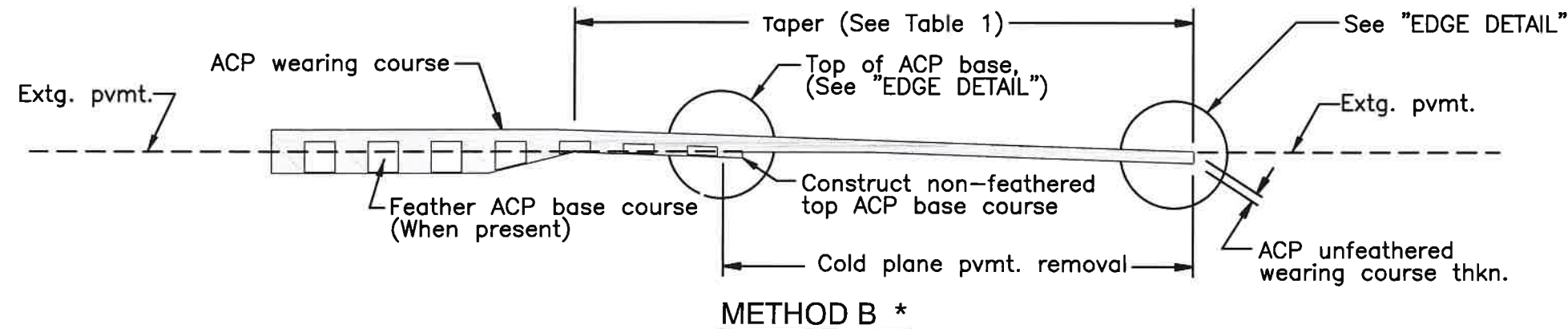
REVISIONS

| NO | DATE | DESCRIPTION |
|----|------|-------------|
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|    |      |             |

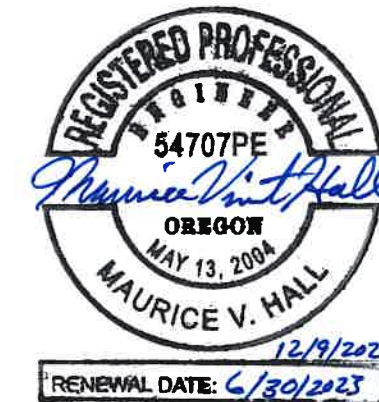
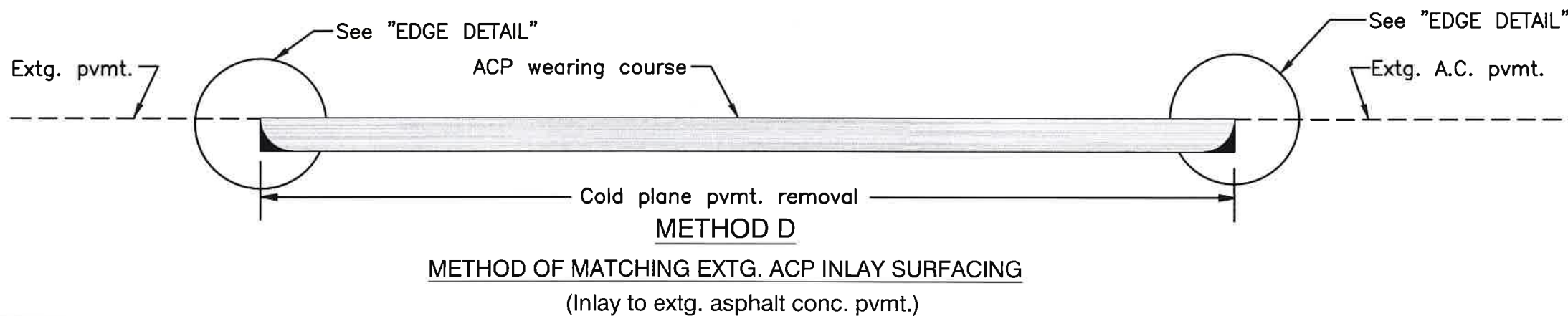
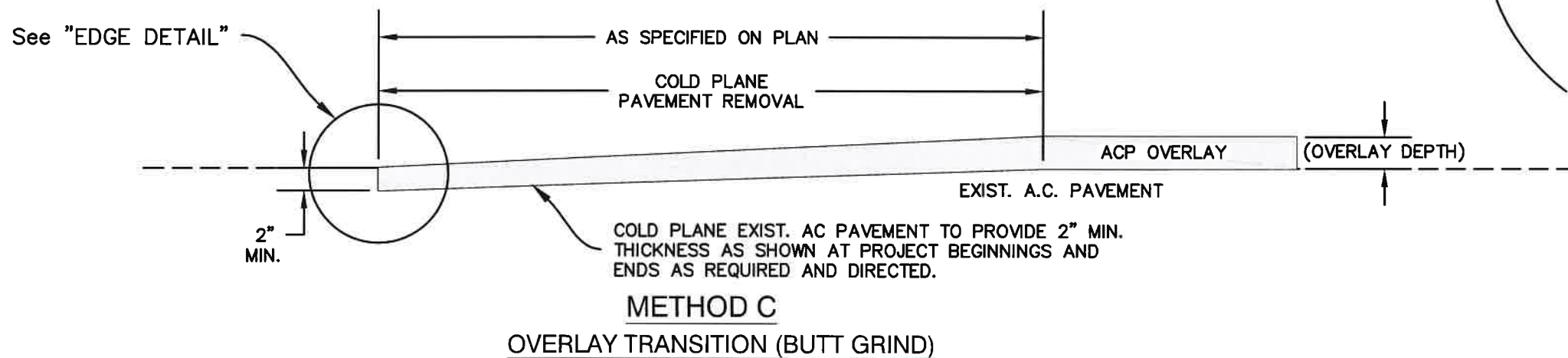
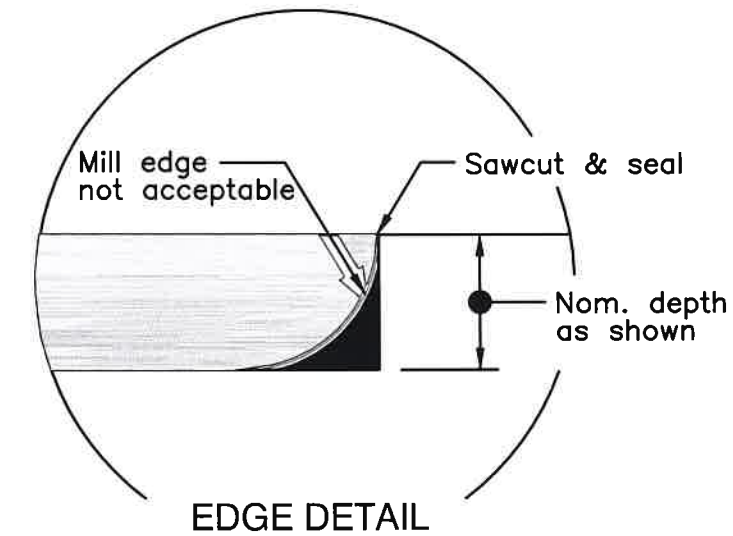
K:\UNIT RD BT NAME\UTPRESS\_AVE\_22100\2020 WEBSTER AREA LOCAL PAVING PACKAGE\DRAWINGS\WEBSTER AREA LOCAL PAVING PLANS.DWG 4/10/2021



| TABLE 1<br>TAPER LENGTHS |              |
|--------------------------|--------------|
| Posted Speed             | Taper Length |
| < 45 mph                 | 1" per 50'   |
| ≥ 45 mph                 | 1" per 100'  |

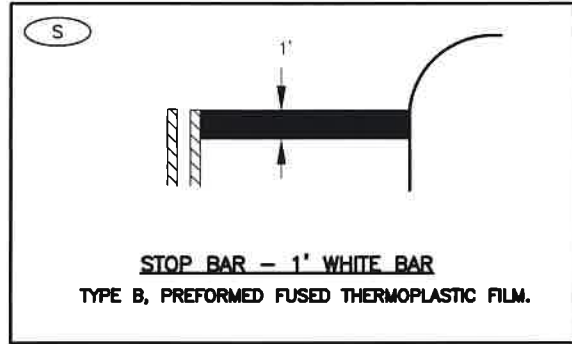


**ACP PAVEMENT MATCH AT PROJECT ENDS OR BRIDGE ENDS  
WHEN NOT OVERLAYING THE BRIDGE**



|   |       |   |  |
|---|-------|---|--|
| ACP DETAILS<br>WEBSTER AREA<br>LOCAL PAVING<br>PROJECT  |       | CLACKAMAS COUNTY<br>DEPT. OF TRANSPORTATION<br>AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 | PROJECT NO.: RM 2020-00706<br>DATE: 4/3/2021 |
| CLACKAMAS COUNTY<br>DEPT. OF TRANSPORTATION<br>AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |       | DIRECTOR<br>DAN JOHNSON   |  |
| DESIGNED BY:  | VH    | DRAFTED BY:   | RM   |
| CHECKED BY:   | STAFF |   |  |
| REVISIONS   |       |   |  |
| NOT DATE:   |       |   |  |
| Sheet No.   | 3     |   |  |

K:\UNIT KU BT NAME \UTPRESS\_AVE\_22100\ZUZU WEBSTER LUCAL PAVING PACKAGE DRAWINGS\WEBSTER AREA LUCAL PAVING PLANS.DWG 4/10/2012

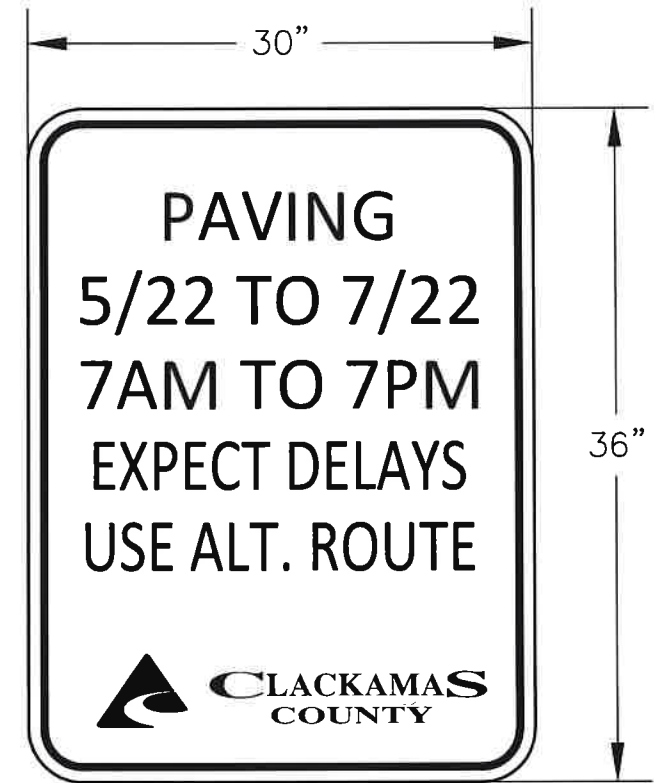
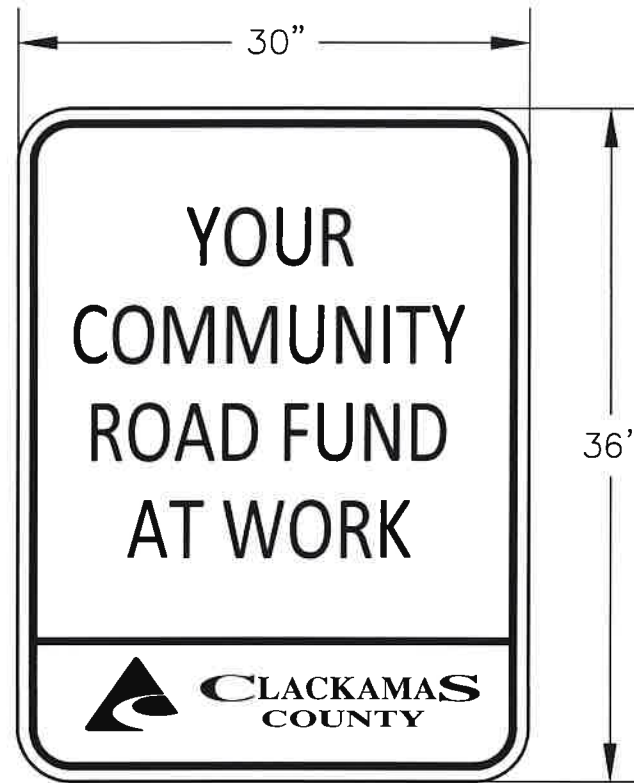


SIGN TO BE PLACED AT EACH DRIVEWAY APPROACH WHEN PILOT CAR IS USED

SIGN SHALL CONFORM TO ODOT DRAWING CR4-20 OR CR4-20A

CONSTRUCTION PHASING NOTES:

1. ALL WORK SHALL OCCUR BETWEEN JULY 1 AND SEPTEMBER 30
2. CONTRACTOR SHALL PREPARE DETAILED CONSTRUCTION PHASING AND TEMPORARY TRAFFIC CONTROL PLANS (FOR EACH STREET) THAT CONFORM THE LATEST EDITION OF M.U.T.C.D. AND CONTRACT DOCUMENTS FOR APPROVAL 14 CALENDAR DAYS BEFORE BEGINNING CONSTRUCTION ACTIVITIES.
3. CONTRACTOR SHALL FOLLOW APPROVED TRAFFIC CONTROL AND CONSTRUCTION PHASING PLANS.
4. ANY PROPOSED CHANGE TO THE CONSTRUCTION PHASING PLANS SHALL BE APPROVED IN WRITING BEFORE COMMENCING WORK ON THE PHASE AFFECTED BY THE PROPOSED CHANGE.
5. CONTRACTOR SHALL PHASE CONSTRUCTION SO THAT TRUCKING AND HEAVY CONSTRUCTION MANEUVERING IS COMPLETED ON A PAVED SURFACE (EXISTING OR NEW). THIS WILL BE ACCOMPLISHED BY ONLY HAVING HALF THE ASPHALT FROM THE ROADWAY REMOVED AT A TIME AND USING THE PAVED HALF TO FACILITATE HAIL TRUCKS. ANY DAMAGE TO THE SUBGRADE CAUSED BY THE CONTRACTOR PLACING TRUCKS ON THE UNPAVED SURFACES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



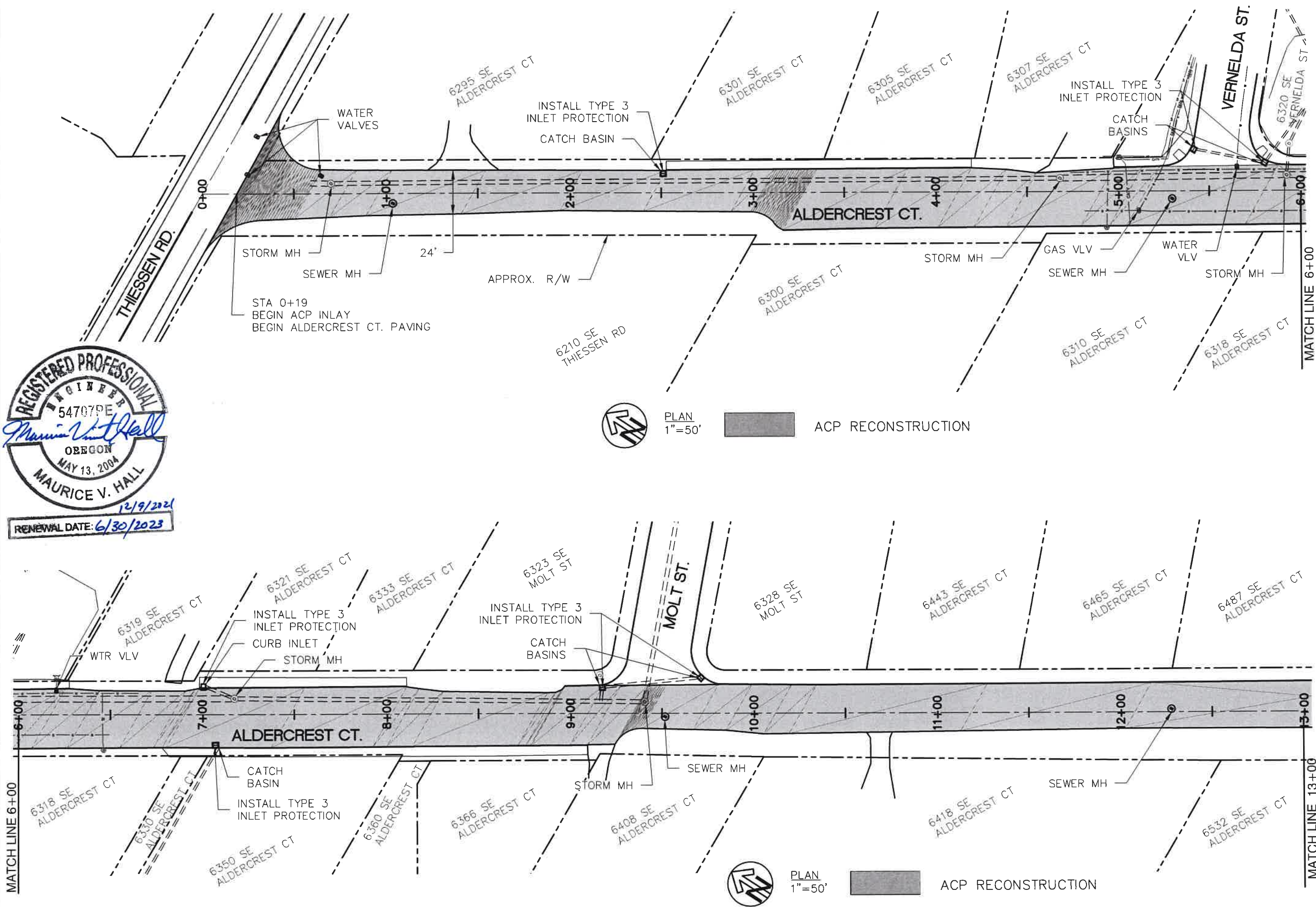
PROJECT SIGNS

1. SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.
2. SIGN LETTERING FONT TO BE F.H.W.A.C. CHARACTERS TO BE 4" HIGH



|   |                 |                                   |                            |
|---|-----------------|-----------------------------------|----------------------------|
| STRIPING DETAIL   |                 | WEBSTER AREA LOCAL PAVING PROJECT |                            |
| CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045 |                 | DIRECTOR DAN JOHNSON              |                            |
| DESIGNED BY: VH   | DRAFTED BY: RM  | CHECKED BY: STAFF                 | PROJECT NO.: RM 2020-00708 |
| DATE:   | DATE: 4/15/2021 | DATE: 12/19/2021                  | RENEWAL DATE: 6/30/2023    |
| REVISIONS   | NOT DATE:       |                                   | Sheet No. 4                |

K:\UNIT 10 BT NAME \UTPRESS\_AVE\_22103\ZUZU WEBSTIEK LOCAL PAVING PACKAGE\DRAWINGS\WEBSTIEK AREA LOCAL PAVING PLANS.UWG 4/10/2012



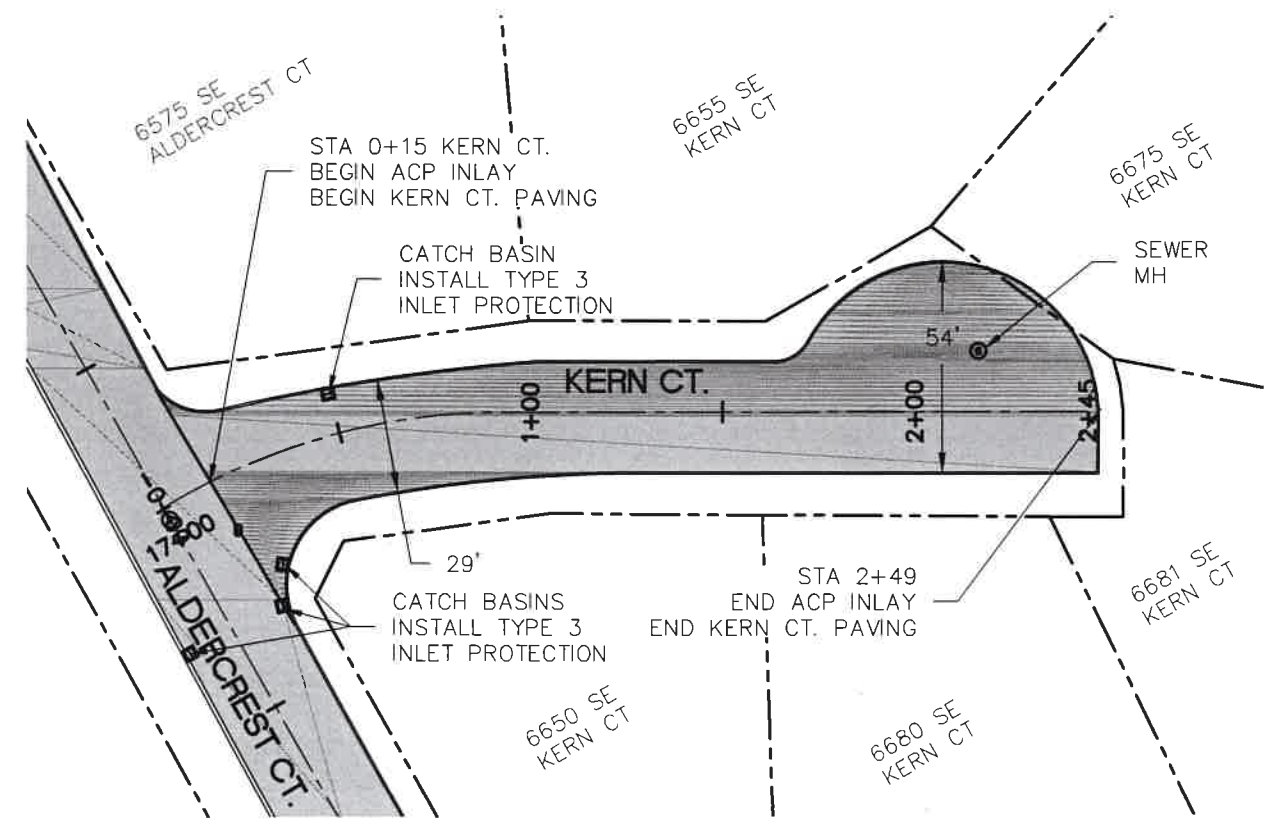
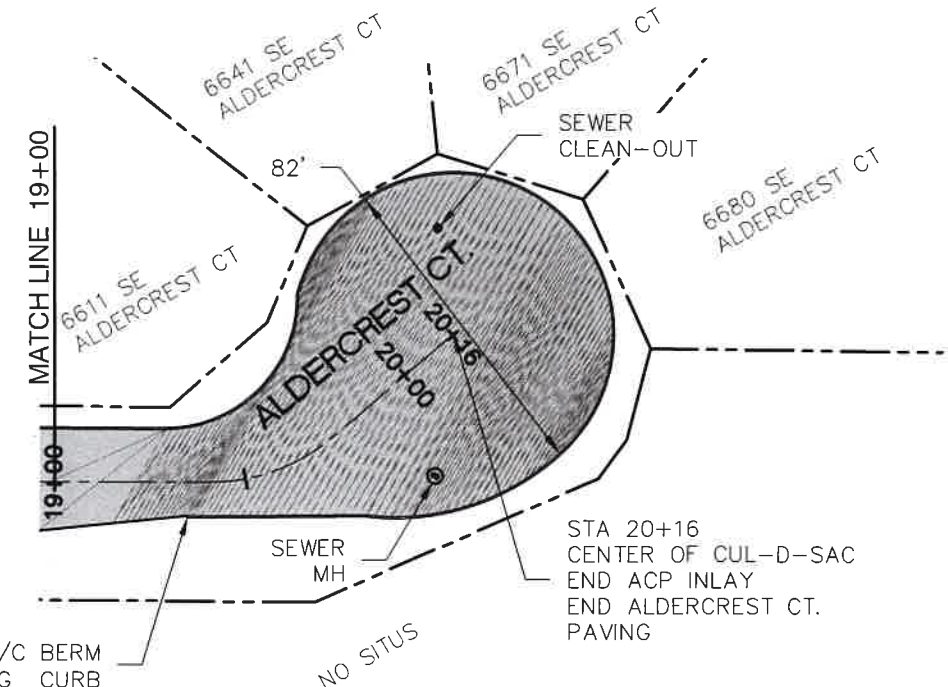
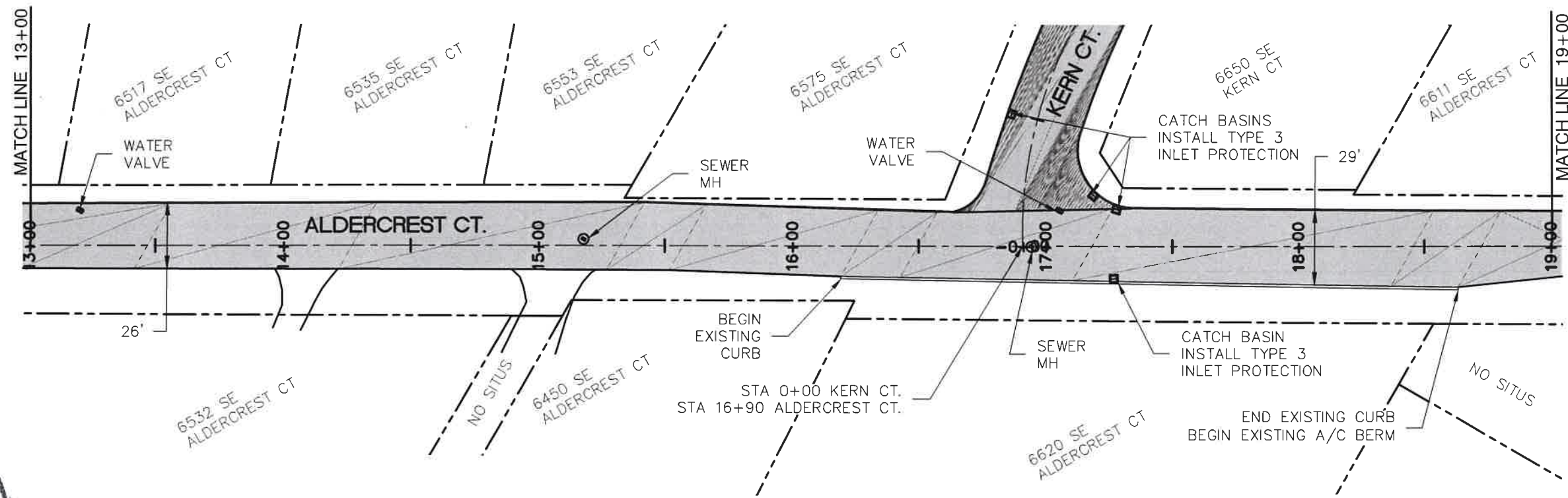
**REGISTERED PROFESSIONAL ENGINEER**  
 54707 PE  
*Maurice V. Hall*  
 OREGON  
 MAY 13, 2004  
**MAURICE V. HALL**  
 12/9/2021  
 RENEWAL DATE: 6/30/2023

PLAN 1"=50' ACP RECONSTRUCTION

PLAN 1"=50' ACP RECONSTRUCTION

|   |                   |  |
|---|-------------------|--|
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |                   | <b>CLACKAMAS COUNTY</b><br>DIRECTOR<br>DAN JOHNSON |
| <b>WEBSTER AREA LOCAL PAVING PROJECT</b>  |                   | <b>PLAN</b>  |
| DESIGNED BY:<br>VH  | DRAFTED BY:<br>RM | CHECKED BY:<br>STAFF                               |
| NO DATE:  |                   |  |
| REVISIONS   |                   |  |
| Sheet No. 5   |                   | PROJECT NO.: RM 2020-00706<br>DATE: 4/3/2021       |

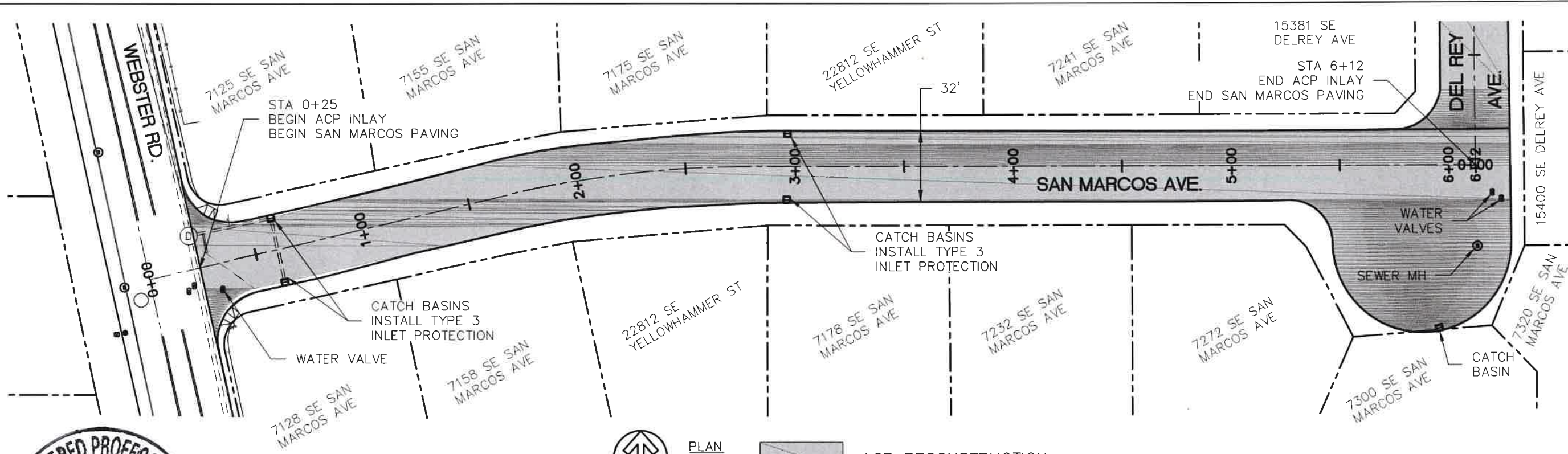
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|   |                   |  |
|---|-------------------|--|
| <b>PLAN</b><br>WEBSTER AREA<br>LOCAL PAVING<br>PROJECT  |                   | DATE: 4/3/2021<br>PROJECT NO.: RM 2020-00708 |
| CLACKAMAS COUNTY<br>DEPT. OF TRANSPORTATION<br>AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |                   | DIRECTOR<br>DAN JOHNSON                      |
| DESIGNED BY:<br>VH  | DRAFTED BY:<br>RM | CHECKED BY:<br>STAFF                         |
| REVISIONS   |                   |  |
| NOT DATE:   | [ ]               | [ ]  |
| [ ]   | [ ]               | [ ]  |
| [ ]   | [ ]               | [ ]  |
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| Sheet No. 6   |                   |  |

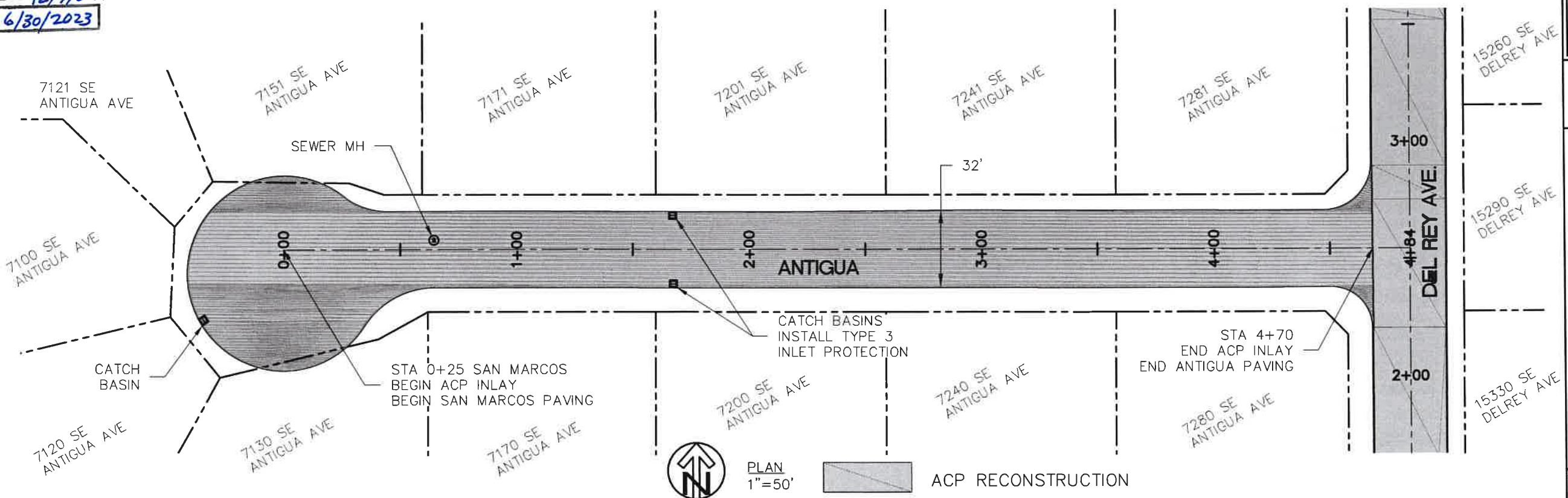


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PLAN 1"=50' ACP RECONSTRUCTION

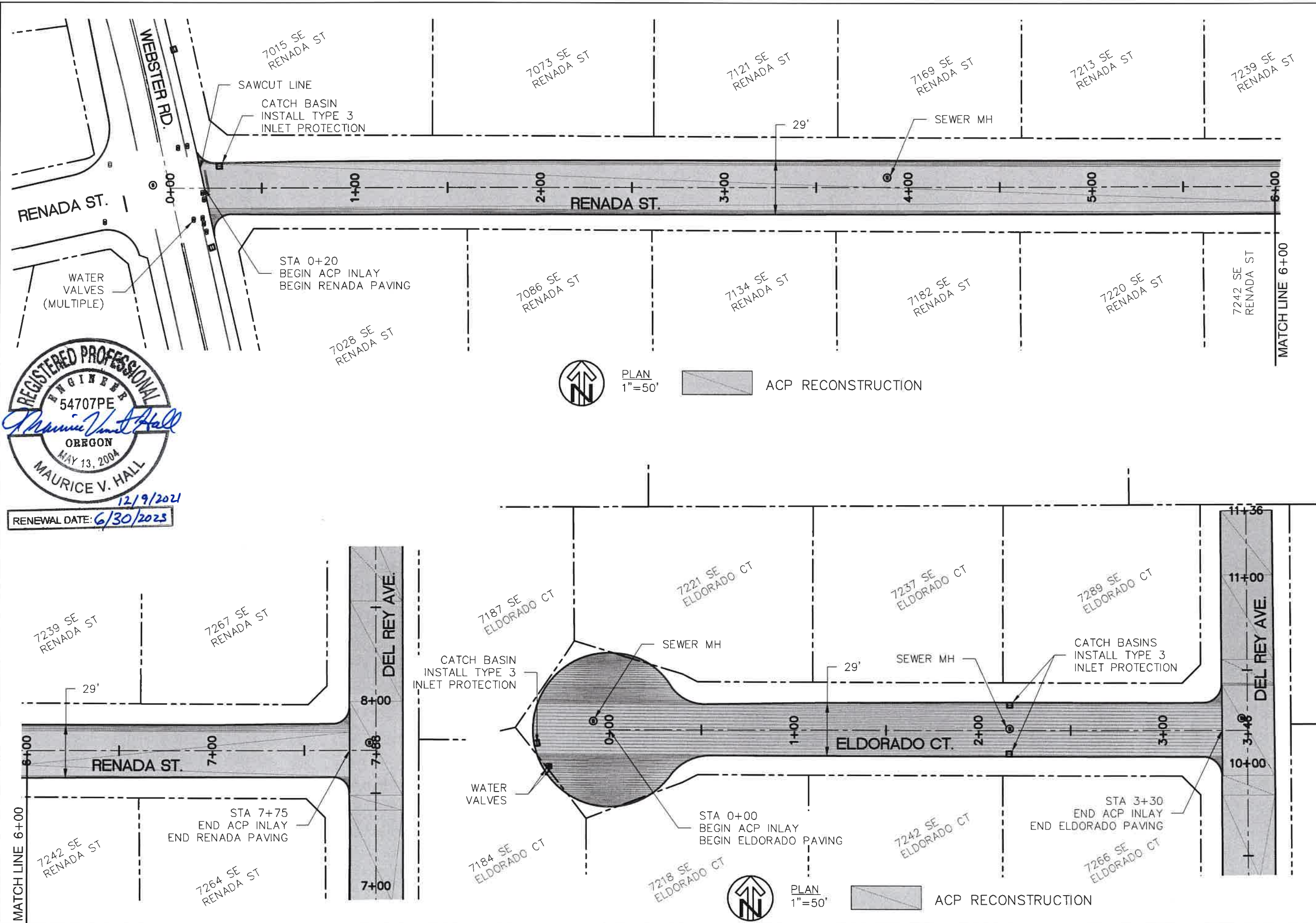
REGISTERED PROFESSIONAL ENGINEER  
 54707PE  
*Maurice V. Hall*  
 OREGON  
 MAY 13, 2004  
 MAURICE V. HALL  
 12/9/2021  
 RENEWAL DATE: 6/30/2023



PLAN 1"=50' ACP RECONSTRUCTION

|  |                   |                            |
|--|-------------------|----------------------------|
| CLACKAMAS COUNTY<br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |                   | PROJECT NO.: RM 2020-00706 |
| CLACKAMAS COUNTY<br>DIRECTOR<br>DAN JOHNSON  |                   | DATE: 4/3/2021             |
| PLAN<br>WEBSTER AREA<br>LOCAL PAVING<br>PROJECT  |                   |                            |
| DESIGNED BY:<br>VH   | DRAFTED BY:<br>RM | CHECKED BY:<br>STAFF       |
| NOTED BY:  | DATE:             | REVISIONS                  |
| Sheet No. 7  |                   | 7                          |

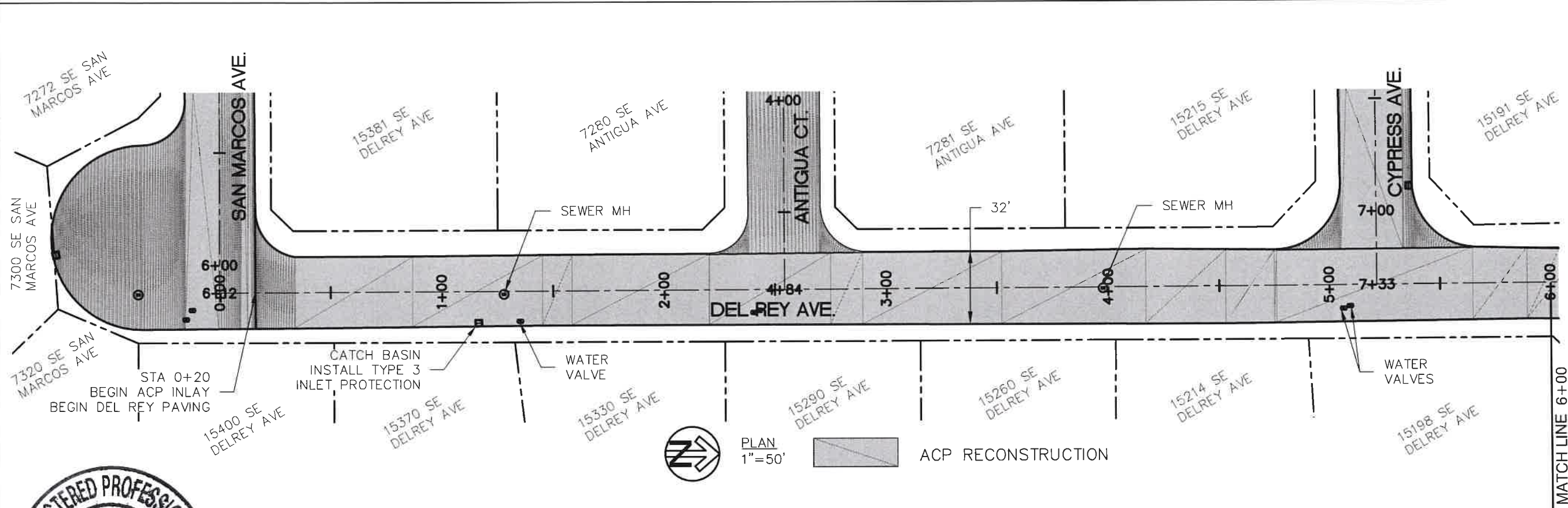
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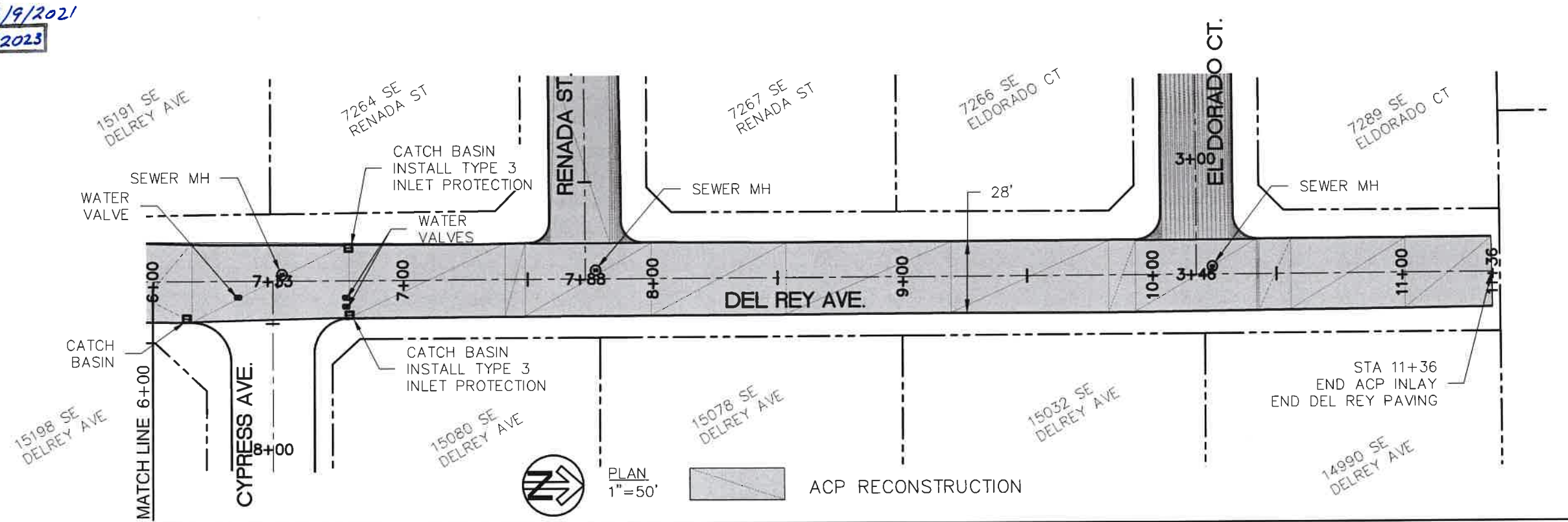
**REGISTERED PROFESSIONAL ENGINEER**  
 54707PE  
*Maurice V. Hall*  
 OREGON  
 MAY 13, 2004  
 MAURICE V. HALL  
 12/9/2021  
 RENEWAL DATE: 6/30/2025

|   |                   |  |
|---|-------------------|--|
| PLAN<br>WEBSTER AREA<br>LOCAL PAVING<br>PROJECT   |                   | PROJECT NO.: RM 2020-00708<br>DATE: 4/3/2021 |
| CLACKAMAS COUNTY<br>DEPT. OF TRANSPORTATION<br>AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |                   | DIRECTOR<br>DAN JOHNSON                      |
| DESIGNED BY:<br>VH  | DRAFTED BY:<br>RM | CHECKED BY:<br>STAFF                         |
| NO. DATE:   | REVISIONS         | SHEET NO.<br>8                               |

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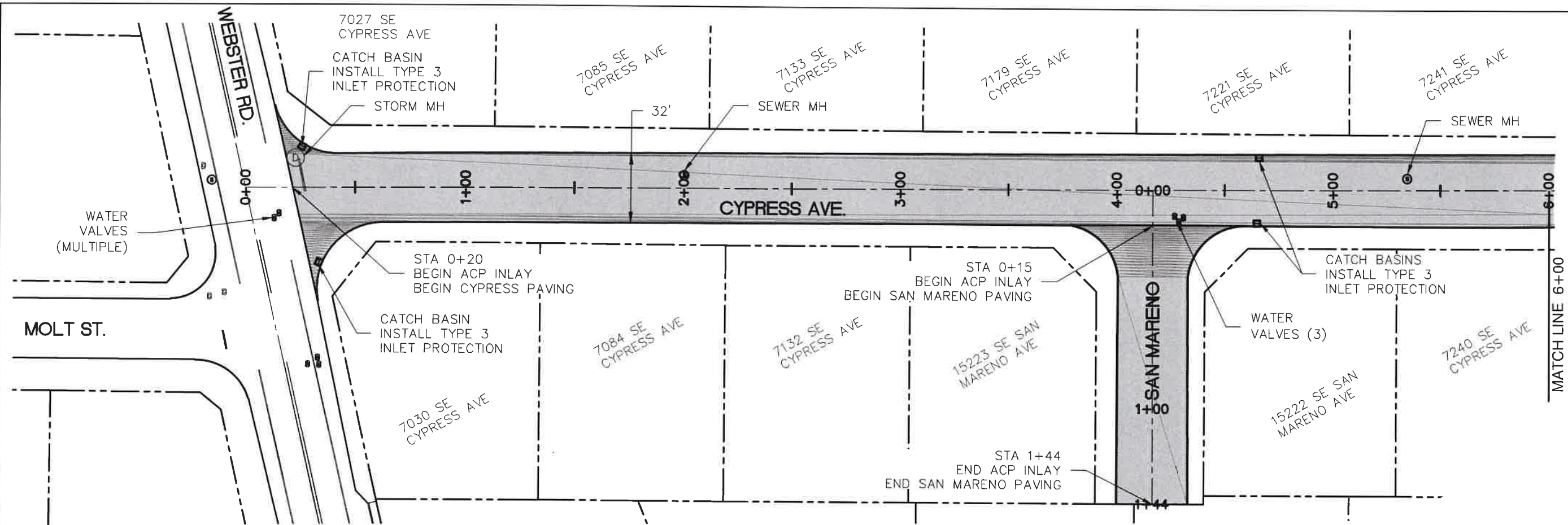


**REGISTERED PROFESSIONAL ENGINEER**  
 54707PE  
*Maurice V. Hall*  
 OREGON  
 MAY 13, 2004  
 MAURICE V. HALL  
 12/9/2021  
 RENEWAL DATE: 6/30/2023



|  |          |                                   |               |
|--|----------|-----------------------------------|---------------|
| PLAN   |          | WEBSTER AREA LOCAL PAVING PROJECT |               |
| CLACKAMAS COUNTY   |          | DIRECTOR                          |               |
| DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |          | DAN JOHNSON                       |               |
| DESIGNED BY:   | VH       | DRAFTED BY:                       | RM            |
| CHECKED BY:  | STAFF    | PROJECT NO.:                      | RM 2020-00706 |
| DATE:  | 4/3/2021 |                                   |               |
| NO.  | DATE:    |                                   |               |
| 1  |          |                                   |               |
| 2  |          |                                   |               |
| 3  |          |                                   |               |
| 4  |          |                                   |               |
| 5  |          |                                   |               |
| 6  |          |                                   |               |
| 7  |          |                                   |               |
| 8  |          |                                   |               |
| 9  |          |                                   |               |
| Sheet No.  |          | 9                                 |               |

K:\UNIT RD BT NAME\CYPRESS\_AVE\_22100\ZUZU WEBSTER LOCAL PAVING PACKAGE\DRAWINGS\WEBSTER AREA LOCAL PAVING PLANS.DWG 4/10/2012



PLAN 1"=50'

ACP RECONSTRUCTION

PLAN 1"=50'

ACP RECONSTRUCTION

PLAN  
WEBSTER AREA  
LOCAL PAVING  
PROJECT

DATE: 4/3/2021 PROJECT NO.: RM 2020-00706

CLACKAMAS COUNTY  
DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

DAN JOHNSON  
DIRECTOR

DESIGNED BY: VH  
DRAFTED BY: RM  
CHECKED BY: STAFF

| NO. | DATE | REVISIONS |
|-----|------|-----------|
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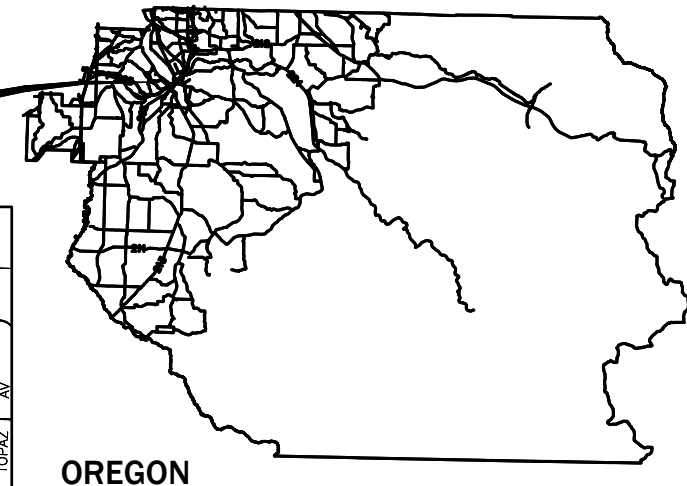
REGISTERED PROFESSIONAL  
ENGINEER  
54707PE  
*Maurice V. Hall*  
OREGON  
MAY 13, 2004  
MAURICE V. HALL  
12/9/2021  
RENEWAL DATE: 6/30/2023

# CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

## PLANS FOR PROPOSED PROJECT ADA RAMP IMPROVEMENTS

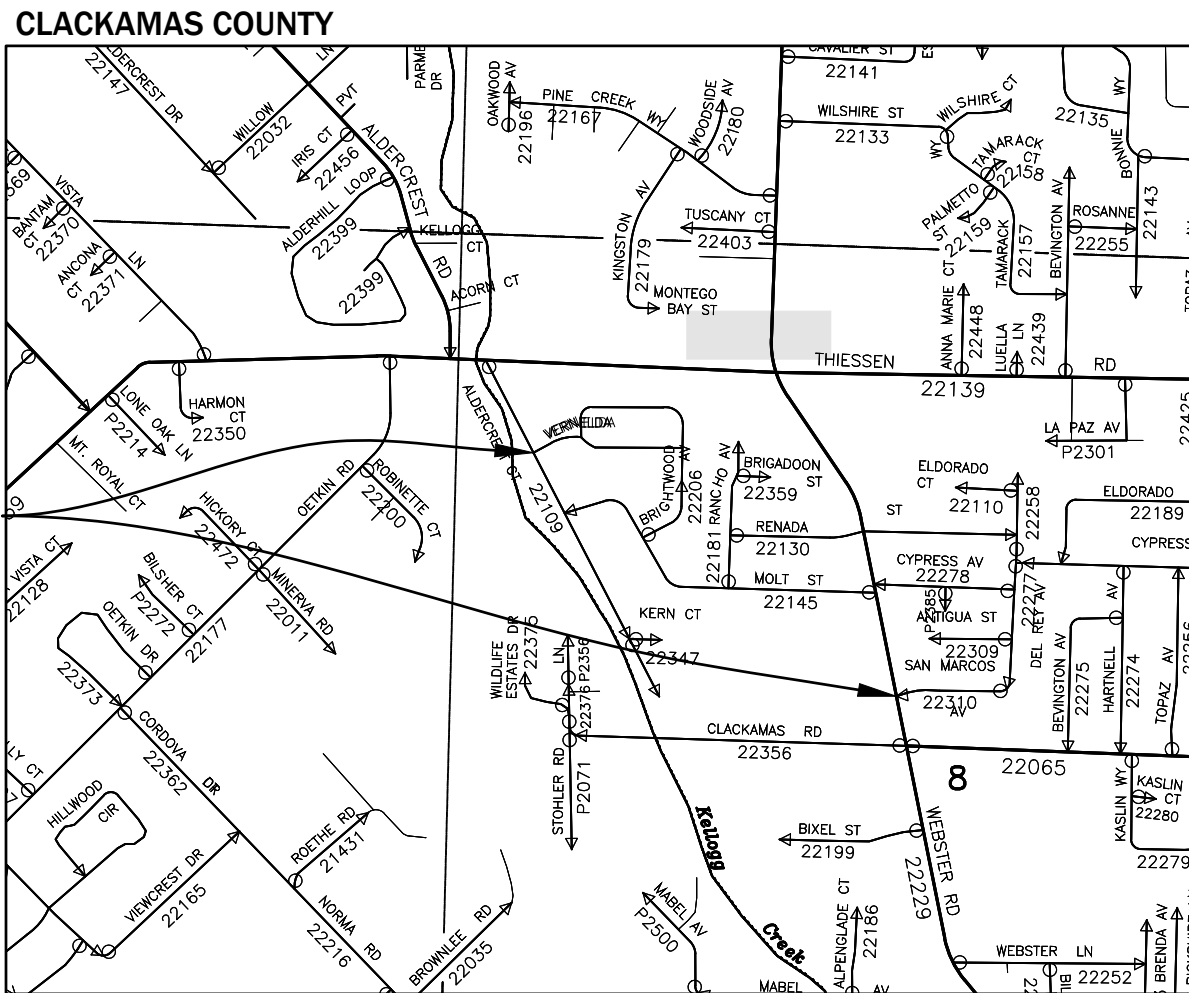
### WEBSTER AREA PAVING PACKAGE ADA RAMP IMPROVEMENTS

**WORKSITE 1 - ALDERCREST AT VERNELDA AVE  
WORKSITE 2 - WEBSTER AT SAN MARCOS AVE**



| INDEX OF SHEETS |   |
|-----------------|---|
| SHEET NO.       | DESCRIPTION   |
| A01             | Title Sheet   |
| A02             | Notes and Standard Details                                    |
| C01             | Curb Ramp Detail Sheets Aldercrest & Vernelda                 |
| C02             | Curb Ramp Detail Sheets Aldercrest & Vernelda                 |
| C03             | Curb Ramp Detail Sheets Webster & San Marcos                  |
| C04             | Curb Ramp Detail Sheets Webster & San Marcos                  |
| TC1             | Traffic Control Plan/TPAR Aldercrest & Vernelda               |
| TC2             | Ped Detour Signing Plan/Webster & Clackamas, Webster & Cyprus |

**PROJECT LOCATIONS**

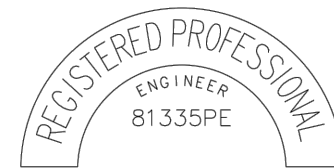


**ATTENTION !**  
OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0100. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER OR ANSWERS TO QUESTIONS ABOUT THE RULES BY CALLING (503) 232-1987.



PLAN  
1"=1000'

T. 2S, R. 2E, SEC. 8-9



EXPIRES: 12/31/2023

**PLAN**  
 ALDERCREST COURT  
 VERNELDA STREET  
 ADA RAMP  
 DATE: 4/12/2021 PROJECT NO.:

**CLACKAMAS COUNTY**  
 DEPT. OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045  
 DIRECTOR  
 DAN JOHNSON

DESIGNED BY:  
RF  
 DRAFTED BY:  
KJM  
 CHECKED BY:  
STAFF

| NO. | DATE | REVISIONS |
|-----|------|-----------|
|     |      |           |
|     |      |           |
|     |      |           |

Sheet No.  
**A01**

ODOT STANDARD DRAWINGS

RD 700  
RD 720  
RD 722  
RD 900  
RD 902  
RD 904  
RD 910  
RD 912  
RD 920  
RD 960

TM 800  
TM 820  
TM 821  
TM 840  
TM 841  
TM 844  
TM 850

REVISIONS

| NO | DATE | DESIGNED BY: | DRAFTED BY: | CHECKED BY: |
|----|------|--------------|-------------|-------------|
|    |      | RF           | KJM         | STAFF       |
|    |      |              |             |             |
|    |      |              |             |             |
|    |      |              |             |             |

DESIGNED BY:

RF


DRAFTED BY:

KJM

CHECKED BY:

STAFF

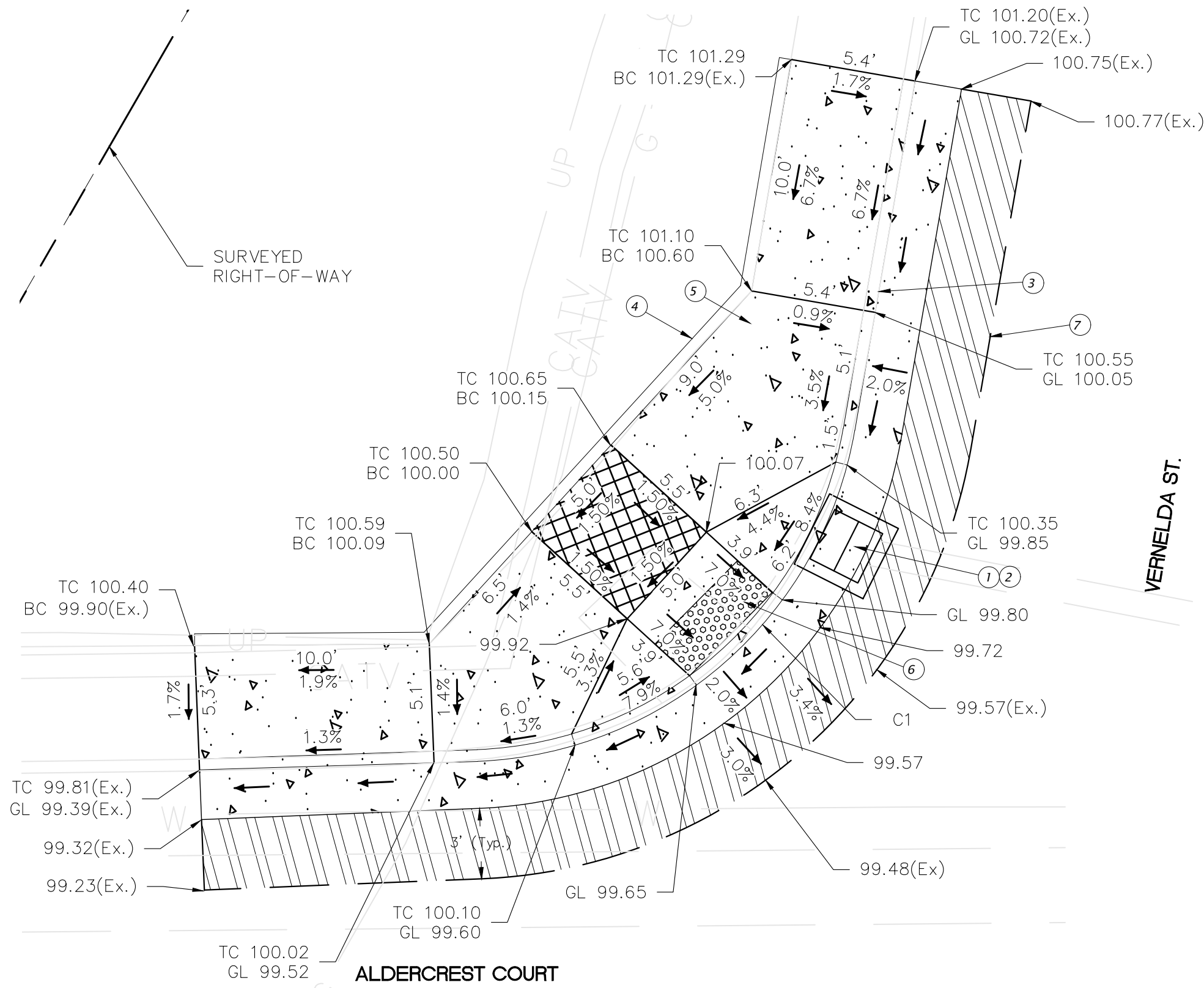
Sheet No.  
A02

 **CLACKAMAS COUNTY**  
DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

DAN JOHNSON  
DIRECTOR

**PLAN**  
ALDERCREST COURT  
VERNELDA STREET  
ADA RAMPS

DATE: 1/22/2020 | PROJECT NO.:



- ① Install inlet protection (Type 3)  
(See drg. nos. RD1000 & RD1010)
- ② Adjust inlet - 1  
(See drg. no. RD376)
- ③ Const. curb and 24" gutter - 48 LF  
(See drg. no. RD700)
- ④ Const. standard curb - 40.5 LF  
(See drg. no. RD700)
- ⑤ Const. P.C. conc. sidewalk - 218 SF  
(See drg. nos. RD700, RD720, & RD722)
- ⑥ Const. curb ramp, Perpendicular  
Inst. Safety yellow truncated  
domes on New surface - 10 sq.ft  
PCC surfacing  
(See drg. nos. RD910 & RD912)
- ⑦ Sawcut - 78 LF

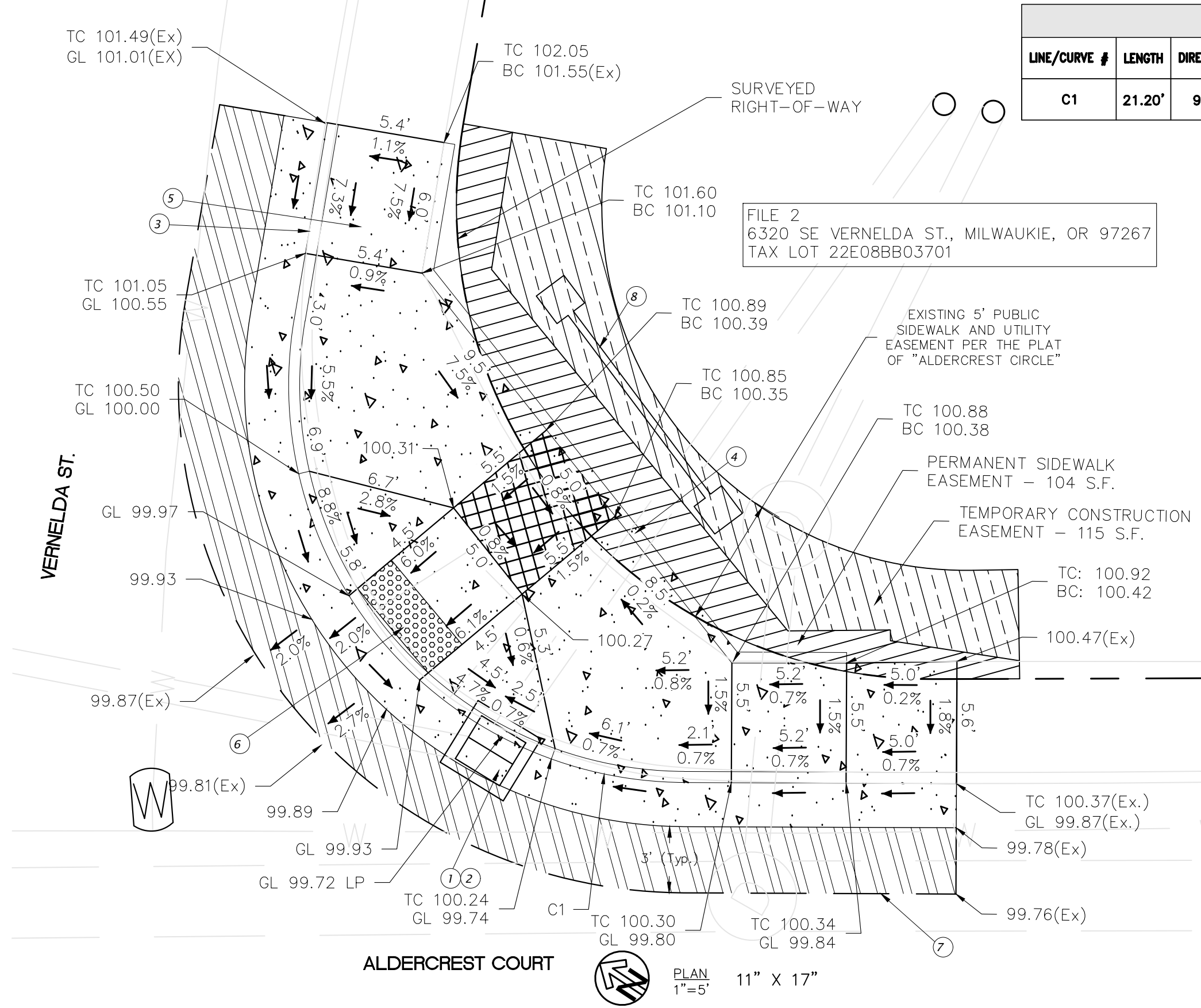
| LINE AND CURVE TABLE |        |                 |        |                              |                              |
|----------------------|--------|-----------------|--------|------------------------------|------------------------------|
| LINE/CURVE #         | LENGTH | DIRECTION/DELTA | RADIUS | START NORTHING AND EASTING   | END NORTHING AND EASTING     |
| C1                   | 23.11' | 77°54'00"       | 17'    | N: 133063.30<br>E: 367067.74 | N: 133056.31<br>E: 367087.94 |



PLAN 1"=5' 11" X 17"



|   |                                  |                                  |
|---|----------------------------------|----------------------------------|
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |                                  | DIRECTOR<br>DAN JOHNSON          |
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |                                  | DIRECTOR<br>DAN JOHNSON          |
| DESIGNED BY: RF<br>DRAFTED BY: RF<br>CHECKED BY: RA   | PROJECT NO.:<br>DATE: 12/18/2020 | PROJECT NO.:<br>DATE: 12/18/2020 |
| REVISIONS   |                                  |                                  |
| NOT DATE:   |                                  |                                  |
| Sheet No. C01   |                                  |                                  |



| LINE AND CURVE TABLE |        |                 |        |                              |                              |
|----------------------|--------|-----------------|--------|------------------------------|------------------------------|
| LINE/CURVE #         | LENGTH | DIRECTION/DELTA | RADIUS | START NORTHING AND EASTING   | END NORTHING AND EASTING     |
| C1                   | 21.20' | 99°20'46"       | 18'    | N: 133034.11<br>E: 367108.84 | N: 133008.36<br>E: 367099.33 |

FILE 2  
6320 SE VERNELDA ST., MILWAUKIE, OR 97267  
TAX LOT 22E08BB03701

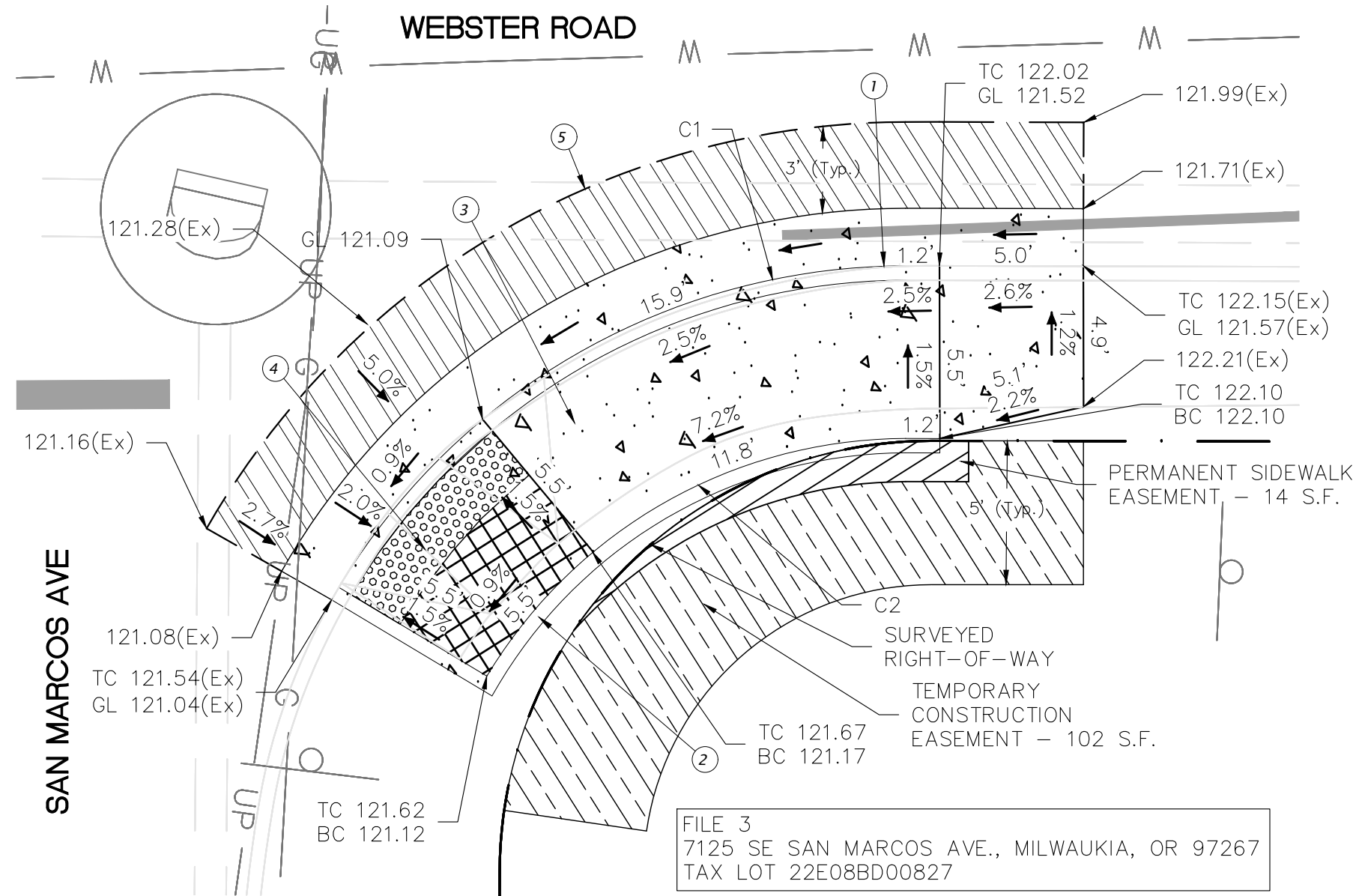
- ① Install inlet protection (Type 3)  
(See drg. nos. RD1000 & RD1010)
- ② Adjust inlet - 1  
(See drg. no. RD376)
- ③ Const. curb and 24" gutter - 53 LF  
(See drg. no. RD700)
- ④ Const. standard curb - 34 LF  
(See drg. no. RD700)
- ⑤ Const. P.C. conc. sidewalk - 239 SF  
(See drg. nos. RD700, RD720, & RD722)
- ⑥ Const. curb ramp, Perpendicular  
Inst. Safety yellow truncated  
domes on New surface - 10 sq.ft  
PCC surfacing  
(See drg. nos. RD912)
- ⑦ Sawcut - 81 LF
- ⑧ Protect existing monument sign

ALDERCREST COURT  
PLAN 1"=5' 11" X 17"



|   |  |                                |
|---|--|--------------------------------|
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |  | DIRECTOR<br><b>DAN JOHNSON</b> |
| DESIGNED BY: RF<br>DRAFTED BY: RF<br>CHECKED BY: RA   | PROJECT NO.:<br><b>ALDERCREST COURT<br/>         VERNELDA STREET<br/>         ADA RAMP</b> | DATE: 12/18/2020               |
| REVISIONS   |  |                                |
| NOT DATE:   | SHEET NO.<br><b>C02</b>  |                                |





FILE 3  
7125 SE SAN MARCOS AVE., MILWAUKIA, OR 97267  
TAX LOT 22E08BD00827

- ① Const. curb and 24" gutter - 30 LF  
(See drg. no. RD700)
- ② Const. standard curb - 25 LF  
(See drg. no. RD700)
- ③ Const. P.C. conc. sidewalk - 106 SF  
(See drg. nos. RD700, RD720, & RD722)
- ④ Const. curb ramp, Parallel  
Inst. Safety yellow truncated  
domes on New surface - 14.4 sq.ft  
PCC surfacing  
(See drg. no. RD960)
- ⑤ Sawcut - 57 LF

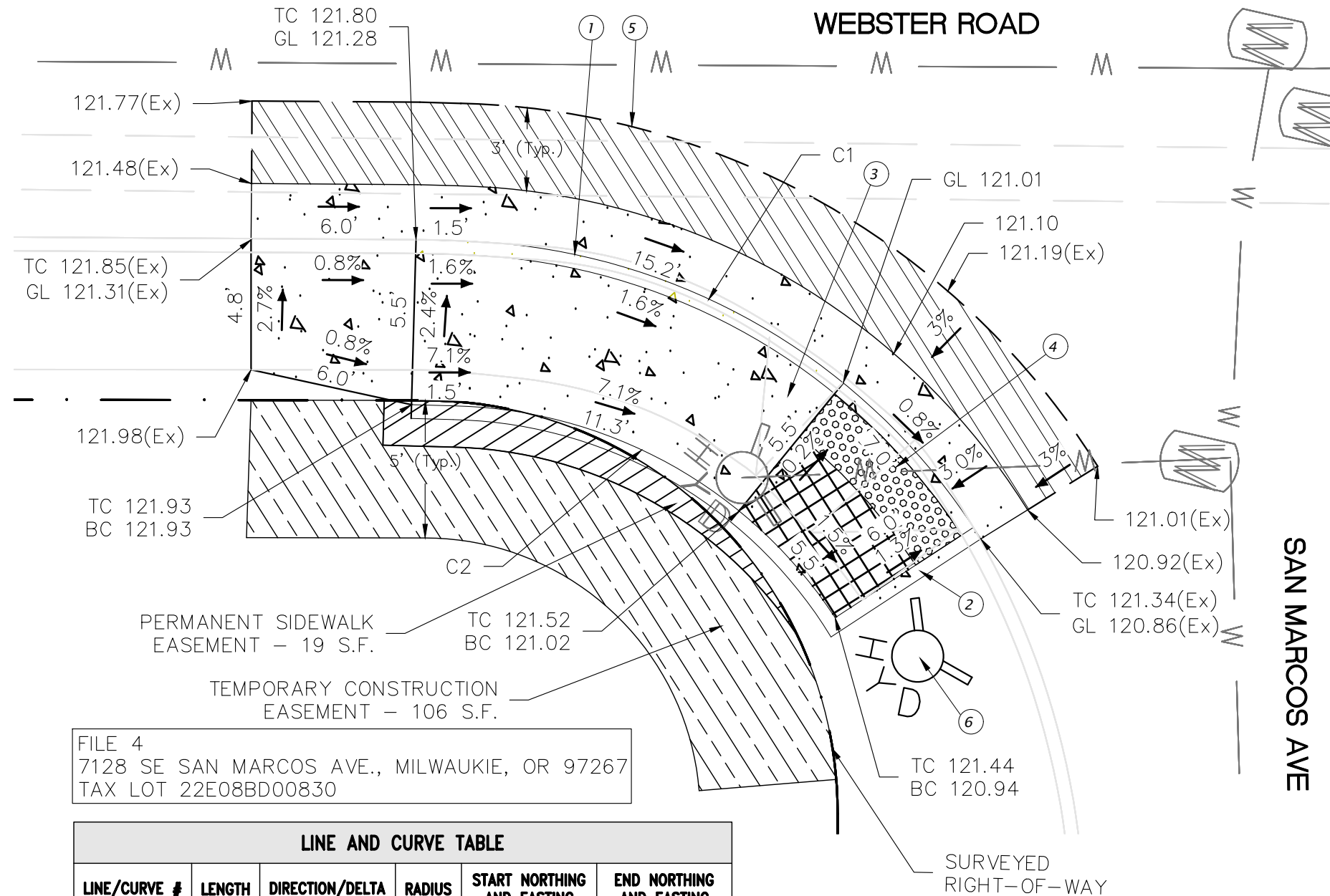
| LINE AND CURVE TABLE |        |                 |        |                              |                              |
|----------------------|--------|-----------------|--------|------------------------------|------------------------------|
| LINE/CURVE #         | LENGTH | DIRECTION/Delta | RADIUS | START NORTHING AND EASTING   | END NORTHING AND EASTING     |
| C1                   | 24.18' | 60°10'47"       | 23'    | N: 131857.73<br>E: 369028.77 | N: 131840.82<br>E: 369044.49 |
| C2                   | 17.51' | 58°55'21"       | 17'    | N: 131859.06<br>E: 369034.62 | N: 131846.67<br>E: 369045.89 |



PLAN 1"=5' 11" X 17"



|  |                         |                                |                  |                            |
|--|-------------------------|--------------------------------|------------------|----------------------------|
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION<br>AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 | <b>CLACKAMAS COUNTY</b> | DAN JOHNSON<br>DIRECTOR        | DATE: 12/18/2020 | PROJECT NO.: RM 2020-00706 |
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION<br>AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |                         | <b>DAN JOHNSON</b><br>DIRECTOR |                  |                            |
| DESIGNED BY:<br>RF   | DRAFTED BY:<br>RF       | CHECKED BY:<br>RA              |                  |                            |
| NO DATE:   |                         |                                |                  |                            |
| REVISIONS  |                         |                                |                  |                            |
| Sheet No.  |                         |                                |                  |                            |
| C03  |                         |                                |                  |                            |



- ① Const. curb and 24" gutter - 31 LF  
(See drg. no. RD700)
- ② Const. standard curb - 24 LF  
(See drg. no. RD700)
- ③ Const. P.C. conc. sidewalk - 110 SF  
(See drg. nos. RD700, RD720, & RD722)
- ④ Const. curb ramp, Parallel  
Inst. Safety yellow truncated  
domes on New surface - 13.2 sq.ft  
PCC surfacing  
(See drg. no. RD960)
- ⑤ Sawcut - 56 LF
- ⑥ Proposed location for Hydrant relocation-  
By others

FILE 4  
7128 SE SAN MARCOS AVE., MILWAUKIE, OR 97267  
TAX LOT 22E08BD00830

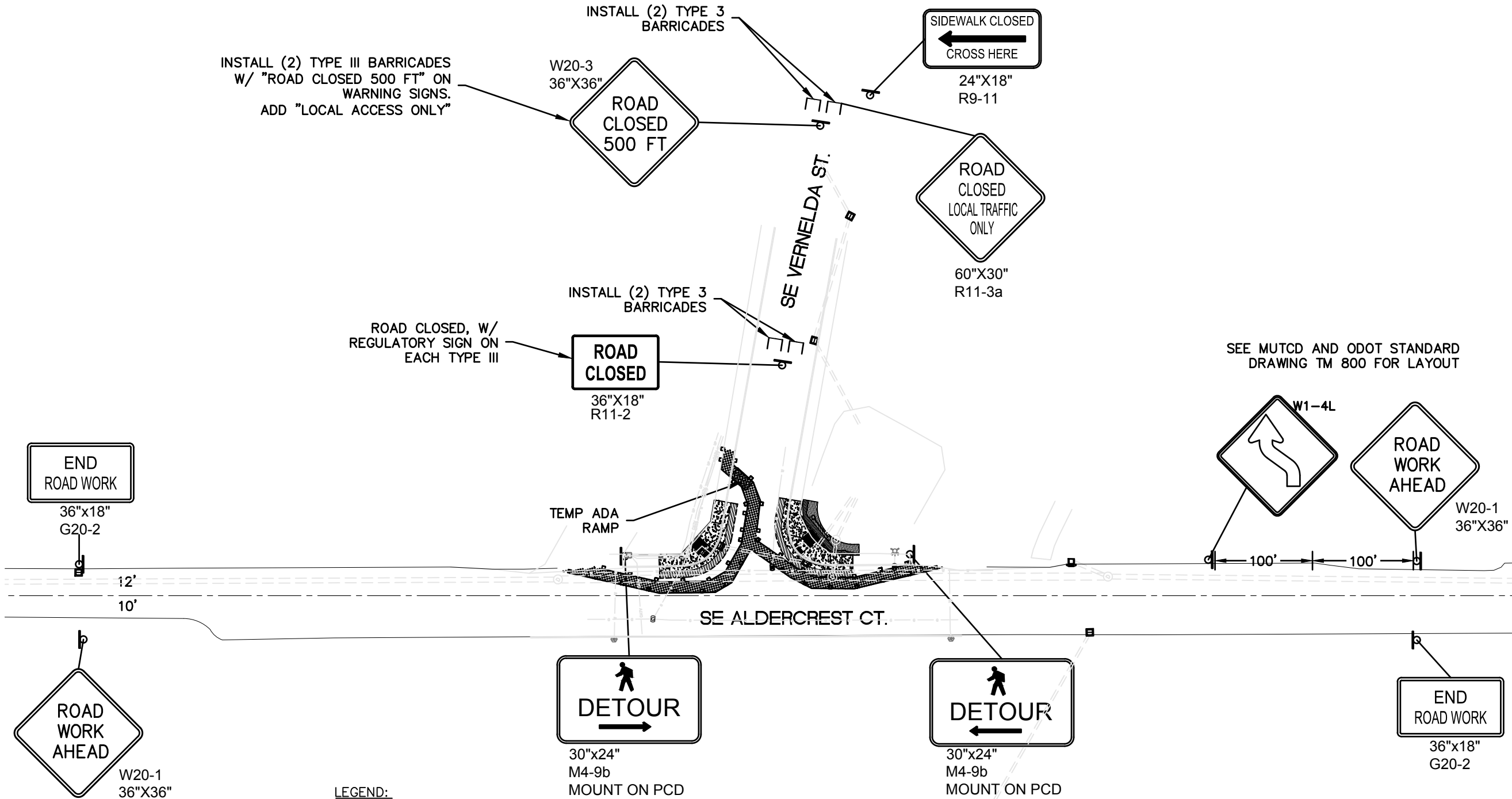
| LINE AND CURVE TABLE |        |                 |        |                              |                              |
|----------------------|--------|-----------------|--------|------------------------------|------------------------------|
| LINE/CURVE #         | LENGTH | DIRECTION/DELTA | RADIUS | START NORTHING AND EASTING   | END NORTHING AND EASTING     |
| C1                   | 22.81' | 56°47'07"       | 23'    | N: 131802.67<br>E: 369052.46 | N: 131781.74<br>E: 369046.08 |
| C2                   | 16.51' | 55°38'07"       | 17'    | N: 131798.15<br>E: 369056.42 | N: 131782.92<br>E: 369051.96 |









PLAN 1"=5' 11" X 17"



|   |  |                                |
|---|--|--------------------------------|
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |  | <b>DAN JOHNSON</b><br>DIRECTOR |
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |  | <b>DAN JOHNSON</b><br>DIRECTOR |
| DESIGNED BY: RF<br>DRAFTED BY: RF<br>CHECKED BY: RA   | PROJECT NO.: RM 2020-00706<br>DATE: 12/18/2020 |                                |
| <b>REVISIONS</b>  |  |                                |
| NO. DATE:   |  |                                |
| Sheet No. <b>C04</b>  |  |                                |



LEGEND:

-  CONSTRUCTION SIGN
-  EXISTING SIGN
-  PEDESTRIAN CHANNELIZATION DEVICES
-  CLASS B(III) BARRICADE
-  TEMPORARY PEDESTRIAN ACCESS ROUTE (TPAR)
-  TEMPORARY ADA RAMP

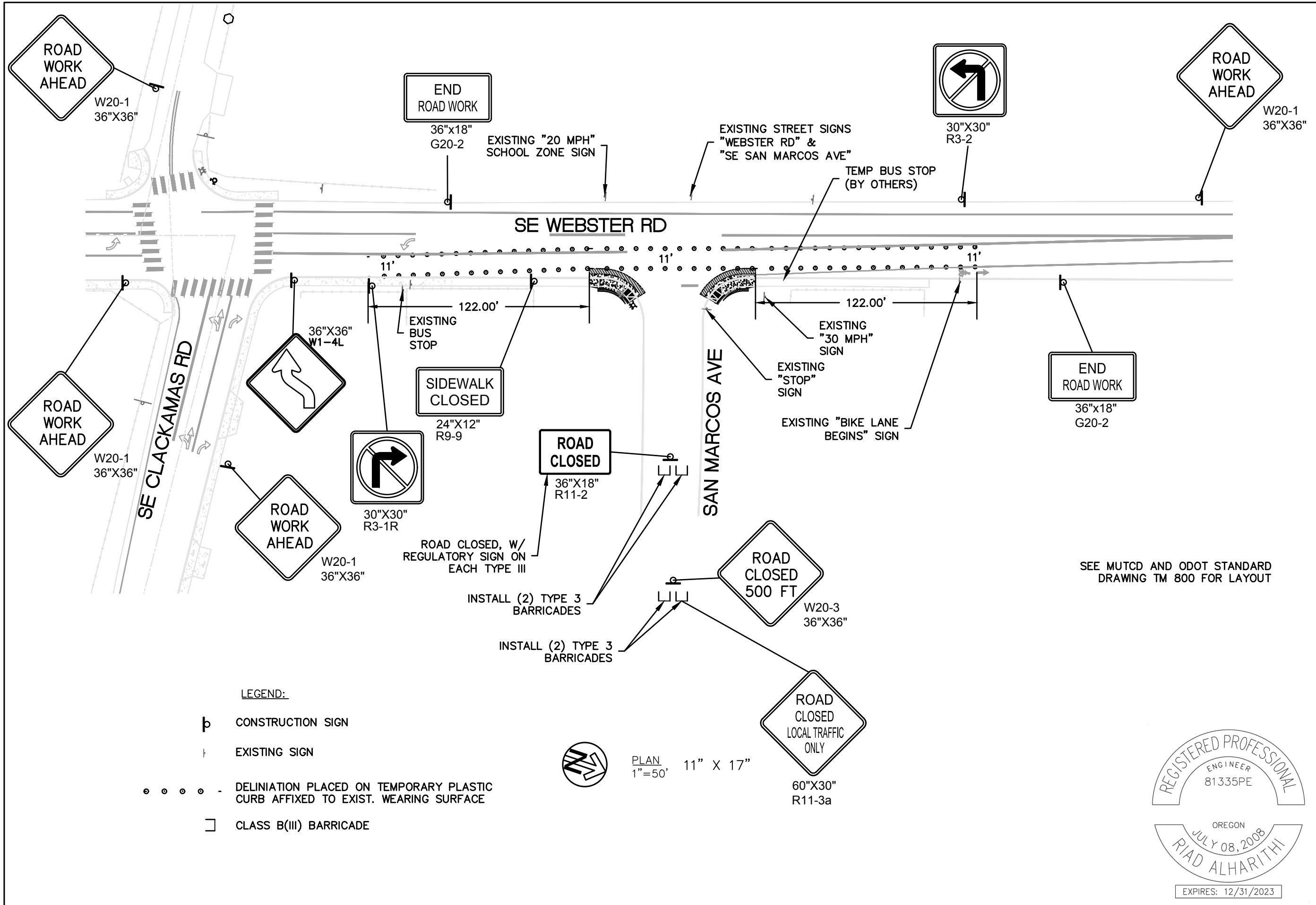


PLAN  
1"=50'







|   |                         |
|---|-------------------------|
| TCP PLAN  |                         |
| ALDERCREST COURT<br>VERNELDA STREET<br>ADA RAMP   |                         |
| CLACKAMAS COUNTY<br>DEPT. OF TRANSPORTATION<br>AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 | DIRECTOR<br>DAN JOHNSON |
| DESIGNED BY:<br>RF  | PROJECT NO.:            |
| DRAFTED BY:<br>RF   | DATE: 12/18/2020        |
| CHECKED BY:<br>RA   |                         |
| REVISIONS   |                         |
| NO. DATE:   |                         |
|   |                         |
|   |                         |
| Sheet No.<br>TC1  |                         |

P:\0800-001 WEBSTER AREA PAVING PACKAGE ADA RAMP IMPROVEMENTS\DWG\CIVL\ADA WEBSTER AT SAN MARCOS.DWG 4/13/2021 10:05 AM



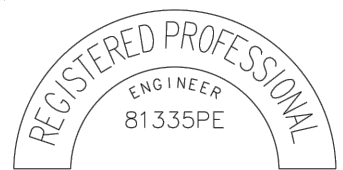
**LEGEND:**


-  CONSTRUCTION SIGN
-  EXISTING SIGN
-  DELIMITATION PLACED ON TEMPORARY PLASTIC CURB AFFIXED TO EXIST. WEARING SURFACE
-  CLASS B(III) BARRICADE



PLAN 1"=50' 11" X 17"

SEE MUTCD AND ODOT STANDARD DRAWING TM 800 FOR LAYOUT



|   |  |             |      |             |  |  |  |
|---|--|-------------|------|-------------|--|--|--|
| <p><b>CLACKAMAS COUNTY</b><br/>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br/>150 BEAVERCREEK ROAD<br/>OREGON CITY, OR 97045</p>  <p>DAN JOHNSON<br/>DIRECTOR</p> | <p><b>PED DETOUR SIGNING</b><br/>WEBSTER ROAD AT<br/>SAN MARCOS<br/>ADA PROJECT</p> <p>DATE: 12/18/2020 PROJECT NO.: RM 2020-00706</p>   |             |      |             |  |  |  |
| <p>DESIGNED BY: RF<br/>DRAFTED BY: RF<br/>CHECKED BY: RA</p>  | <p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">NO</td> <td style="width: 10%;">DATE</td> <td style="width: 80%;">DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> | NO          | DATE | DESCRIPTION |  |  |  |
| NO  | DATE   | DESCRIPTION |      |             |  |  |  |
|   |  |             |      |             |  |  |  |
| <p>Sheet No. <b>TC2</b></p>   |  |             |      |             |  |  |  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                                   |
|---|--|-----------------------------------|
| <b>PRODUCER</b><br>Anchor Insurance and Surety, Inc<br>PO Box 2808<br>Portland OR 97208 | <b>CONTACT NAME:</b> Kim Lee             |                                   |
|   | <b>PHONE (A/C No. Ext):</b> 503-224-2500 | <b>FAX (A/C No):</b> 503-224-9830 |
| <b>E-MAIL ADDRESS:</b> klee@anchorias.com   |  |                                   |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>                     |
| <b>INSURER A:</b> Charter Oak Fire Ins. Co.   |  | 25615                             |
| <b>INSURER B:</b> Travelers Property Casualty Co. of America                            |  | 25674                             |
| <b>INSURER C:</b> SAIF Corporation  |  | 36196                             |
| <b>INSURER D:</b> Travelers Indemnity Co.   |  | 25666                             |
| <b>INSURER E:</b>   |  |                                   |
| <b>INSURER F:</b>   |  |                                   |

|  |            |                                       |                         |
|--|------------|---------------------------------------|-------------------------|
| <b>INSURED</b><br>Eagle Elsner, Inc.<br>P. O. Box 23294<br>Tigard OR 97281 | EAGLELS-01 | <b>CERTIFICATE NUMBER:</b> 1521399024 | <b>REVISION NUMBER:</b> |
|--|------------|---------------------------------------|-------------------------|

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--------------------|------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> WA STOP GAP<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                  | DT-CO-1019R236-COF-21  | 6/1/2021                | 6/1/2022                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>JOBSITE POLLUTION \$1,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> OTHER:                                | Y                  | 810-0N699992-21-26-G   | 6/1/2021                | 6/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>POLLUTION \$1,000,000  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |                    | CUP-5J064957-21-26     | 6/1/2021                | 6/1/2022                | EACH OCCURRENCE \$8,000,000<br>AGGREGATE \$8,000,000<br>\$   |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N/A         | 810540                 | 10/1/2021               | 10/1/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER OR<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000  |
| D        | <input checked="" type="checkbox"/> INSTALLATION FLOATER LEASED/RENTED EQUIPMENT  |                    | QT-660-8449L841-TIA-21 | 6/1/2021                | 6/1/2022                | ANY ONE LOCATION 1,000,000<br>ANY ONE ITEM   AGGRE 250,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder and all other entities are additional insureds when specified by written contract. Coverage is primary & non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached: CG D2 46 04 19, CG D3 16 02 19, CG D2 11 01 04, CA T3 53 02 15, WC000313.  
Umbrella Excess Liability goes over General Liability, Auto and Employers Liability.  
Contract #2022-08 Webster Area Paving

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Clackamas County Procurement<br>2051 Kaen Road<br>Oregon City, OR 97045 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

CARRIER: Charter Oak Fire Ins. Co.  
POLICY NUMBER: DT-CO-1019R238-COF-21  
INSURED: Eagle Elsner, Inc.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

## COMMERCIAL GENERAL LIABILITY

### C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

### D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

### E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



Carrier: Charter Oak Fire Ins. Co.

Policy Number: DT-CO-1019R236-COF-21

Insured: Eagle Elsner, Inc.

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED** **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
  - (a) How, when and where the "occurrence" or offense took place;
  - (b) The names and addresses of any injured persons and witnesses; and
  - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Designated Project(s):**

EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

#### **Designated Project General Aggregate(s):**

GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **Coverage B;** and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.**
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:**
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS :

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**Carrier no:** 20001

**Endorsement no:** WC000313  
(Ed. 430B)

**SAIF policy:** 810540 Eagle-Elsner Inc

### **Waiver of Our Right to Recover from Others Endorsement**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### **Schedule**

**Description:** ALL OPERATIONS

**Contractor name:** Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

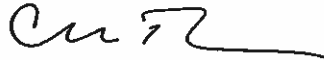
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

**Effective date:** October 01, 2021

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 30, 2021 at Salem, Oregon



WC000313  
(Ed. 430B)

Chip Terhune  
President and Chief Executive Officer