



DAN JOHNSON  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 7, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Public Improvement Contract with Angelo Underground, LLC for the Southwood Park Area ADA Project. Total contract value is \$178,205.68 over 9 months. Funding through HB2017 funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	03/05/2024: Request for Consent		
<b>Performance Clackamas</b>	-Build a strong infrastructure -Ensure safe, healthy and secure communities		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Jon Sparks	<b>Contact Phone</b>	503-650-3235

**EXECUTIVE SUMMARY:**

This is an ADA construction project. This project will construct or reconstruct 17 ADA ramps in preparation for an upcoming pavement preservation project. The ramps are to be constructed at the following locations: 63rd Avenue and Southwood Drive intersection (x3), 63rd Avenue from 64th Avenue intersection (x2), 64th Avenue near 13179 & 13190 (x2), 63rd Avenue and Douglas Drive intersection (x2), 63rd Avenue and 63rd Place intersection (x4) and 62nd Avenue and 63rd Avenue intersection (x4).

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on November 16, 2023 through an Invitation to Bid #2023-97. Bid Proposals were publicly opened on December 19, 2023 and the County received thirteen (13) bids in response. After review of the Bid Proposals, contracting with Angela Underground, LLC. was determined to be in the best interest of the county based upon the evaluation of the bids.

**RECOMMENDATION:** Staff respectfully recommends the approval of this Public Improvement Contract with Angelo Underground, LLC for the Southwood Park Area ADA Project.

Respectfully submitted,

*Dan Johnson*

Dan Johnson- Director  
Transportation & Development

For Filing Use Only



**CLACKAMAS COUNTY**  
**PUBLIC IMPROVEMENT CONTRACT**  
Contract #9066

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 **Angelo Underground LLC**, 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: # 2023-97 Southwood Park ADA Ramps Project**

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

The Contractor, in consideration of the sum of **One Hundred Seventy-Eight Thousand Two Hundred Five Dollars and Sixty-Eight Cents (\$178,205.68)** (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.

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
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Southwood Park ADA Ramps (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 Michael Martin 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:** Michael Martin shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** Michael Martin shall be the Contractor's project manager and will participate in all meetings throughout the project term.

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

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

SUBSTANTIAL COMPLETION DATE: April 30, 2024

FINAL COMPLETION DATE: December 31, 2024

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 the County Contract Analyst.

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. Liquidated damages are set forth in the Specifications and may include the following:

11.1 \$ 700 per Calendar day past the Substantial Completion date, as set forth in section 00180.85 (b);

11.2 \$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) of the Specifications, as set forth in 00180.85 (c);

11.3 \$250 per 10 minutes, or for a portion of 10 minutes, for stopping or holding traffic longer than 10 minutes, as set forth in 00180.85 (d).

**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. 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:  
**Angelo Underground LLC**  
**8888 NW Saint Helens Rd**  
**Portland, OR 97231**

Contractor CCB # 243015 Expiration Date: 11/9/2024  
Oregon Business Registry # 2005964-92 Entity Type: DLLC 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.*

Angelo Underground LLC  
  
\_\_\_\_\_  
Authorized Signature Date 1/16/24  
Michael Martin - Owner  
Name / Title Printed

Clackamas County  
\_\_\_\_\_  
Chair Date  
\_\_\_\_\_  
Recording Secretary

APPROVED AS TO FORM  
  
\_\_\_\_\_  
County Counsel Date 02/01/2024



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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**CLACKAMAS COUNTY  
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

**INVITATION TO BID #2023-97  
Southwood Park ADA Ramps Project  
November 16, 2023**

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **Southwood Park ADA Ramps Project** until **December 19, 2023, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

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-C01010-00008696.

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.

**Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Engineers Estimate: \$243,932.00

**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 on Zoom 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 Miscellaneous Highway Appurtenances (MHA), Asphalt Concrete Paving (ACP), and Temporary Traffic Control (TTC)**

**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, October 5, 2023, 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 Oregonbuys 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 OregonBuys 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 email, 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 the Contract Information Analyst listed on the Notice of Contract Opportunity.



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name: # 2023-97 Southwood Park ADA Ramps 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), Asphalt Concrete Paving (ACP), and Temporary Traffic Control (TTC)****
- 1. Electronic Submissions: The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) will only be accepted electronically thru a secure online bid submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted. <https://bidlocker.us/a/clackamascounty/BidLocker>.**

**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 LINKS.

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/82215630583>

Meeting ID: 822 1563 0583

One tap mobile

+16699006833,,82215630583# US (San Jose) 17193594580,,82215630583# US

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

- +1 408 638 0968 US (San Jose)
- +1 669 444 9171 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 876 9923 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US

Meeting ID: 822 1563 0583

Find your local number: <https://clackamascounty.zoom.us/j/982215630583>

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

2. **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 to either the Contact Information Analyst listed on Notice of Contract Opportunity or via the <https://bidlocker.us/a/clackamascounty/BidLocker> listing.

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

Prime Contractor Name: Angelo Underground, LLC

Total Contract Amount:

Project Name: # 2023-97 Southwood Park ADA Ramps Project

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

<u>DOW BIDDER WILL SELF-PERFORM (GFE not required)</u>	
Ramp Removal	
Concrete Placement	

**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. Delivery via bid locker <https://bidlocker.us/a/clackamascounty/BidLocker> within 2 hours of the BID/Quote Closing Date/Time.

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	<b>If Certified or self-reporting MBE/WBE/ESB Subcontractor</b>  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
<b>Name</b> RECORP, LLC <b>Address</b> 2050 Beaver Creek Rd, Suite #101-143 <b>City/St/Zip</b> Oregon City, OR 97045 <b>Phone#</b> 503-310-1098 <b>OCCB#</b> ESB #13595	Survey	\$10,000	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Name</b> High Quality Traffic Control, LLC <b>Address</b> 15400 Libby Ln SE <b>City/St/Zip</b> Jefferson, OR 97352 <b>Phone#</b> 503-949-8656 <b>OCCB#</b> CCB: 233615 DBE, EBE, WBE: 12979	Flagging	\$1,200	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Name</b> Northwest Infrastructure, LLC <b>Address</b> 2323 SE Clatsop St, <b>City/St/Zip</b> Portland, OR 97202 <b>Phone#</b> (503) 235-6392 <b>OCCB#</b> CCB: 120494	Trucking	\$4,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> <b>Address</b> <b>City/St/Zip</b> <b>Phone#</b> <b>OCCB#</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

Bond No. 66895636

BID BOND

Project Name: # 2023-97 Southwood Park ADA Ramps Project

We, Angelo Underground LLC, 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 bid amount)

Ten Percent of Bid Amount 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. ) 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 19th day of December, 20 23.

Principal: Angelo Underground LLC

Surety: WESTERN SURETY COMPANY

By: [Signature]  
Signature

By: Attorney-In-Fact

Michael Martin Jr, Managing Member  
Official Capacity

[Signature]  
Name Jason Paul Downs

Attest: [Signature]  
Corporation Secretary

151 N. Franklin Street, 17th Floor  
Address

Chicago, IL 60606  
City State Zip

312-822-5000 312-822-7517  
Phone Fax



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66895636

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jason Paul Downs

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Angelo Underground LLC

Obligee: County of Clackamas

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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, any 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."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66895636 is not issued on or before midnight of March 18th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

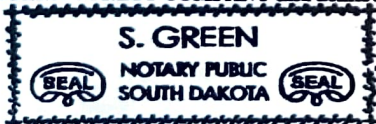
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 19th day of December, 2023.



WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

On this 19th day of December, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

**MONTANA NOTARIAL CERTIFICATE**  
**ACKNOWLEDGEMENT in a REPRESENTATIVE CAPACITY**

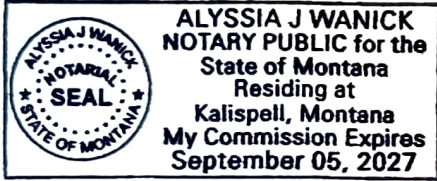
State of Montana

County of Flathead

The attached record, Bid Bond, consisting of 2 pages was  
(Description of record)

acknowledged before me on 12/19/2023 by Jason Paul Downs  
(Date) (Name of signer)

as Attorney-in-Fact of or for Western Surety Company  
(title or capacity) (named person or entity)



[Affix stamp above]

Alyssia J Wanick  
(Notary's Signature) Alyssia J Wanick

This certificate is to be attached to the record described above. Any evidence that it has been detached or removed may render the notarization invalid or unacceptable.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2023-97
BID CLOSING: December 19, 2023, 2:00 PM, Pacific Time
BID OPENING: December 19, 2023, 2:05 PM, Pacific Time

FROM: Angelo Underground, LLC
Bidder's Name (must be full legal name, not ABN/DBA)

TO: https://bidlocker.us/a/clackamascounty/BidLocker

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
c. A corporation organized under the laws of the State of
X d. A limited liability corporation organized under the laws of the State of Oregon

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:

One hundred seventy-eight thousand two hundred five dollars & sixty-eight cents \$178,205.68 12/21/23 M.M
One Hundred eighty-four thousand two hundred and six Dollars (\$ 184,206.00 )

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 through, 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 Southwood Park ADA Ramps.

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 Co  
(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 CCB# 243015. 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 Propel Insurance,

Policy No. CSU0220966, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive:	<u>Michael Martin</u>	Cell Phone:	<u>360-721-0265</u>
Project Manager:	<u>Michael Martin</u>	Cell Phone:	<u>360-721-0265</u>
Job Superintendent:	_____	Cell Phone:	_____
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	<u>Angelo underground, LLC</u>
ADDRESS	<u>8888 NW saint Helens Rd, Portland, OR</u>
TELEPHONE NO	<u>360-721-0265</u>
EMAIL	<u>mmartin@angelounderground.com</u>
SIGNATURE 1)	<u></u> Sole Individual
or 2)	_____ Partner
or 3)	_____ Authorized Officer or Employee of Corporation

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



Southwood Park ADA Project

Spring 2024

page 1 of 2

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	\$15,000.00	\$15,000.00
102	00210	MOBILIZATION	LS	1	7,650	7,650
103	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	9,600	9,600
104	00222	TEMPORARY PROJECT INFORMATION SIGNS	SQFT	30	100	3000
105	00280	EROSION CONTROL PLAN	LS	1	500	500
106	00280	INLET PROTECTION, TYPE 5	EA	16	100	1,600
107	00290	POLLUTION CONTROL PLAN	LS	1	1,000	1,000
<b>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</b>						<del>\$44,350.00</del>
<b>ROADWORK</b>						
108	00310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	13,500	13,500
109	00310	REMOVAL OF SURFACINGS	SQYD	264	109.87	29,006
110	00310	SAW CUTTING	FOOT	480	5	2,400
<b>ROADWORK-SUBTOTAL</b>						44,906
<b>DRAINAGE AND SEWERS</b>						
111	00490	ADJUSTING BOXES	EACH	2	300	600
<b>DRAINAGE AND SEWERS - SUBTOTAL</b>						\$600.00
<b>BRIDGES AND STRUCTURES</b>						
112	00596	REMOVE AND REBUILD BLOCK WALL	SF	106	50	5,300
<b>BRIDGES AND STRUCTURES - SUBTOTAL</b>						\$5,300
<b>BASES</b>						
113	00640	AGGREATE BASE, 3/4 INCH-0	TON	90	50	4500
<b>BASES - SUBTOTAL</b>						\$4,500.00

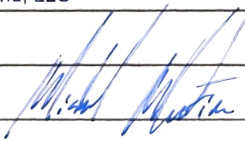
WEARING SURFACES							
114	00745	LEVEL 2, 1/2 INCH ACP MIXTURE	TON	20	350	7,000	
115	00759	CONCRETE CURBS, PEDESTRIAN CURB	FOOT	170	25	4,250	
116	00759	CONCRETE CURBS, STANDARD CURB	FOOT	250	20	5,000	
117	00759	CONCRETE WALKS	SF	1,960	25	49,000	
118	00759	EXTRA FOR NEW CURB RAMPS	EACH	17	500	8,500	
119	759	TRUNCATED DOMES ON NEW SURFACES	SF	160	50	8,000	
<b>WEARING SURFACES - SUBTOTAL</b>						<b>\$81,750.00</b>	
RIGHT OF WAY DEVELOPMENT AND CONTROL							
120	1050	REMOVING AND REBUILDING FENCE	FOOT	28	100	2,800	
<b>RIGHT OF WAY DEVELOPMENT AND CONTROL - SUBTOTAL</b>						<b>\$2,800.00</b>	
<b>TOTAL</b>							
		<del>-\$184,206.00</del>	\$178,205.68	12/21/23	M.M		

One hundred seventy-eight thousand two hundred five dollars & sixty-eight cents 12/21/23 M.M

Total Price ~~One Hundred eighty four thousand two hundred and six~~ Dollars and  
 Zero Cents

Name of Firm Angelo Underground, LLC

Name (Print) Michael Martin

Signature  Date 12/19/23

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM  
PROJECT: #2023-97**

**BID OPENING: December 19, 2023, 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.

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. **Bid Locker will electronically document the date and time of all submissions.** Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

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.	NONE		
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: Angelo Underground LLC

Bidder Signature: Michael McIntire Phone # 360-721-0265



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
PERFORMANCE BOND**

Bond No.: 66921695  
 Solicitation: # 2023-97  
 Project Name: Southwood Park ADA Ramps Project

<u>WESTERN SURETY COMPANY</u> (Surety #1)	Bond Amount No. 1:	\$ <u>178,206.00</u>
_____ (Surety #2)*	Bond Amount No. 2: *	\$ _____
<i>* If using multiple sureties</i>	Total Penal Sum of Bond:	\$ <u>178,206.00</u>

We, Angelo Underground LLC 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) One Hundred Seventy-Eight Thousand, Two Hundred Six and no/100 (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 \_\_\_\_\_ 19th day of \_\_\_\_\_ January, 20 24 .

**PRINCIPAL:** Angelo Underground LLC

By: Michael Martin Jr Signature

President/Managing Member

Official Capacity

Attest: \_\_\_\_\_

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]*

Jason Paul Downs

Name

Signature

151 N. Franklin Street, 17th Floor

Address

Chicago, IL 60606

City State Zip

312-822-5000 312-822-7517

Phone Fax



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66921695

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jason Paul Downs

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Angelo Underground LLC

Obligee: County of Clackamas

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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, any 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."

If Bond No. 66921695 is not issued on or before midnight of April 1st, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

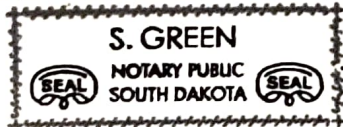
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 19th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 19th day of January, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

**MONTANA NOTARIAL CERTIFICATE**

**ACKNOWLEDGEMENT in a REPRESENTATIVE CAPACITY**

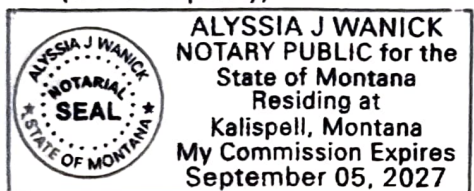
State of Montana

County of Flathead

The attached record, Performance Bond, consisting of 3 pages was  
(Description of record)

acknowledged before me on 1/19/2024 by Jason Paul Downs  
(Date) (Name of signer)

as Attorney-in-Fact of or for Western Surety Company  
(title or capacity) (named person or entity)



[Affix stamp above]

Alyssia J Wanick  
(Notary's Signature)

This certificate is to be attached to the record described above. Any evidence that it has been detached or removed may render the notarization invalid or unacceptable.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 66921695
Solicitation: # 2023-97
Project Name: Southwood Park ADA Ramps Project

Table with 2 columns: Surety Name and Bond Amount. Includes entries for Western Surety Company (Surety #1), (Surety #2)\*, and Total Penal Sum of Bond.

We, Angelo Underground LLC, 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) One Hundred Seventy-Eight Thousand Two Hundred Six and no/100 (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 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, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

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 and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein 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 claim for direct or indirect damages 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 Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and



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 \_\_\_\_\_ 19th day of \_\_\_\_\_ January, 2024 .

**PRINCIPAL:** Angelo Underground LLC

By:   
Michael Martin Jr Signature  
President/Managing Member  
Official Capacity


Attest: \_\_\_\_\_  
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]*



Jason Paul Downs  
Name

  
Signature

151 N. Franklin Street, 17th Floor  
Address

Chicago, IL 60606

City State Zip

312-822-5000 312-822-7517  
Phone Fax

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66921695

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jason Paul Downs

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Angelo Underground LLC

Obligee: County of Clackamas

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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, any 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."

If Bond No. 66921695 is not issued on or before midnight of April 1st, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 19th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 19th day of January, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green  
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

**MONTANA NOTARIAL CERTIFICATE**  
**ACKNOWLEDGEMENT in a REPRESENTATIVE CAPACITY**

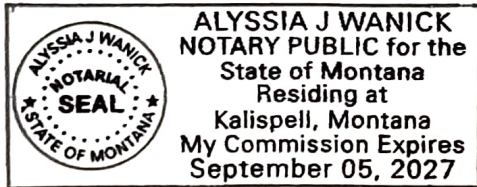
State of Montana

County of Flathead

The attached record, Payment Bond, consisting of 3 pages was  
(Description of record)

acknowledged before me on 1/19/2024 by Jason Paul Downs  
(Date) (Name of signer)

as Attorney-in-Fact of or for Western Surety Company  
(title or capacity) (named person or entity)



[Affix stamp above]

Alyssia J Wanick  
(Notary's Signature)

This certificate is to be attached to the record described above. Any evidence that it has been detached or removed may render the notarization invalid or unacceptable.

**SPECIAL PROVISIONS**  
**FOR**  
**SOUTHWOOD PARK ADA RAMPS**

**CLACKAMAS COUNTY DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT**

**CLACKAMAS COUNTY, OREGON**

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

**2023**



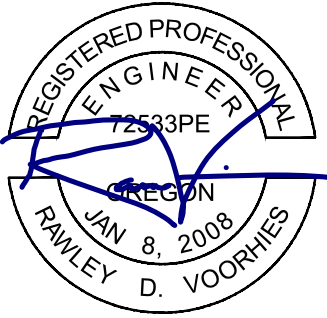
CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

# SOUTHWOOD PARK ADA RAMPS

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

<p>Seal w/signature</p>  <p>EXPIRES: 6/30/24</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, 00228, 00280, 00290, 00305, 00310, 00320, 00330, 00340, 00440, 00596D, 00640, 00730, 00744, 00759, 01050, 02001, 02080, 02690.</p>
<p>Date Signed: 4/14/2023</p>	

## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

#### **SOUTHWOOD PARK ADA RAMPS, CLACKAMAS COUNTY, OREGON**

The Southwood Park ADA Ramps is a curb ramp reconstruction project. This contract will construct sixteen (16) ADA compliant curb ramps and include asphalt pavement repair. The contract is within the Southwood Park neighborhood of Clackamas County, OR at the following intersections:

- (1) SW 63<sup>TH</sup> Ave and SW Southwood Dr
- (2) SW 63<sup>TH</sup> Ave and SW 64<sup>th</sup> Ave
- (3) SW 63<sup>TH</sup> Ave and SW 63<sup>rd</sup> Ave
- (4) SW 63<sup>TH</sup> Ave and SW 63<sup>rd</sup> PI
- (5) SW 63<sup>TH</sup> Ave and SW Douglas Dr
- (6) SW 63<sup>TH</sup> Ave and SW 62<sup>nd</sup> Ave

This contract includes, but is not be limited to, the following approximate work: installing 1,960 square feet of concrete walks, installing 170 lineal feet of pedestrian curbs, installing 250 lineal feet of standard curbs, installing 20 tons of asphalt, and performing additional incidental work as called for by the specifications and plans. The project estimate for this contract is \$208,000.00.

### **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**

Miscellaneous Highway Appurtenances (MHA)  
Asphalt Paving & Oiling (ACP)  
Temporary Traffic Control (TTC)

## **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

Existing underground utilities are not shown on the Plans. The Contractor shall be responsible for contacting one-call and the individual utility companies to mark locations. Notify the Engineer if any conflicts exist and contractor shall arrange with the utility companies for any relocation work that should be required.

Up to three weeks shall be allowed for utility relocations to occur. In the event that utility relocations must occur for the Contractor to continue work, the 14 calendar day Work Site duration shall pause until utility relocations have been completed.

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.

**00180.41 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.**

**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.**
- 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 demolition, excavation, forming, or paving operations on any one respective work site (i.e. any respective curb ramp), all necessary work including paving of driveways and road approaches shall be vigorously pursued to reach substantial completion for that respective work site 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 is one Contract Time on this Project as follows:

The Contractor shall complete all Work to be done under the Contract before April 30th, 2024.

**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 subsections:

**00180.85(c) Lane Closures** - Lane 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(d) Traffic Delays Beyond 10 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 10-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$250 per 10 minutes, or for a portion of 10 minutes, for stopping or holding traffic longer than 10 minutes. In addition to the liquidated damages, any added cost for traffic control measures, including flagging, required to stop or hold traffic beyond the 10-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 10-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:

**00195.00(a) General** – Add the following to the end of the first paragraph:

Work not specifically listed as a Pay Item in the Schedule of Items shall be considered incidental.

**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 OF 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 and/or paving, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

**00220.02(a) General Requirements** - Replace the bullet that begins, "Do not stop or hold vehicles..." with the following bullet:

- Maintain at least one lane of traffic at all times. Do not stop or hold traffic in any one direction more than 10 minutes. Do not block driveways, intersections, or approaches. Provide reasonable access to driveways, intersections and approaches at no additional cost to the Agency.

**00220.02(b) Temporary Pedestrian Accessible Route Plan** - Add the following bullets to the end of the bullet list:

- For any single curb ramp, the TPAR shall not be in place for any longer than 14 Calendar Days. All curb ramp work must be completed before the TPAR is removed.
- The Agency will allow more than one corner of an intersection to be constructed concurrently if the Contractor submits, and the County approves, a TPAR that shows adequate pedestrian accessibility through the work zone.

**00220.02(b) Temporary Pedestrian Accessible Route Plan** – Replaced the bullet that begins with "For intersection Work that..." with the following:

For intersection Work that impacts the accessibility of pedestrian routes through or around the work zone, limit impacts to one corner of an intersection at a time, unless otherwise approved by the Engineer.

**00220.40(e)(1) Closed Lanes** - Replace this subsection, except for the subsection number and title, with the following:

One Traffic Lane may be closed when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2). Maintain a minimum of one lane of traffic with flaggers.

- Daily, Monday through Friday between 7:00 a.m. and 5:00 p.m.

**END OF SECTION**

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

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

**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.

## END OF 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 "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.
- 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.

**00222.80 Measurement** - Replace this subsection, except subsection number and title, with the following:

No measurement of quantities will be made for Work performed under this Section.

**00222.90 Payment** – Replace this subsection, except subsection number and title, with the following:

No separate or additional payment will be made for Work performed under this Section.

## END OF SECTION

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

Comply with Section 00223 of the Standard Specifications modified as follows:

**00223.80 Measurement** - Replace this subsection, except subsection number and title, with the following:

No measurement of quantities will be made for Work performed under this Section.

**00223.90 Payment** – Replace this subsection, except subsection number and title, with the following:

No separate or additional payment will be made for Work performed under this Section.

#### **END OF SECTION**

### **SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES**

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

**00224.80 Measurement** - Replace this subsection, except subsection number and title, with the following:

No measurement of quantities will be made for Work performed under this Section.

**00224.90 Payment** – Replace this subsection, except subsection number and title, with the following:

No separate or additional payment will be made for Work performed under this Section.

#### **END OF 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 Measurement** - Replace this subsection, except subsection number and title, with the following:

No measurement of quantities will be made for Work performed under this Section.

**00228.90 Payment** – Replace this subsection, except subsection number and title, with the following:

No separate or additional payment will be made for Work performed under this Section.

## END OF 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 OF 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 OF SECTION

### SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

**00305.00 Scope** – Replace the paragraph that begins "Provide construction survey..." with the following:

Provide construction survey work, as necessary, according to the current edition on the date of Advertisement, of the ODOT Construction Surveying Manual for Contractors (see 00110.05(e)).

As no control points and/or DTM exist for the project, the contractor can elect to provide non-survey layout at their discretion.

The extents of curb ramp construction must be marked in the field by the Contractor and approved by the Engineer prior to any Work beginning.

**Chapter 7 – THE PRE-CONSTRUCTION SURVEY** – Replace this section in its entirety with the following:

The Agency and its agents performed an aerial survey in October 2022 and supplemented the survey with GIS right-of-way information. This information can be provided to the Contractor as requested.

No control points, monumentation, DTM, and other relevant surveyed existing features are available.

## END OF SECTION

### SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

**00310.43 Disposal of Material** - Replace this subsection, except for the subsection number and title, with the following:

Dispose of Materials according to 00290.20.

**00310.44 Earthwork in Connection with Removal** - Replace this subsection, except for the subsection number and title, with the following:

Excavation required to perform removal of Structures and obstructions will be considered Incidental to the removal Work.

Backfill holes according to 00330.45. No separate or additional payment will be made for this Work.

**Add the following sections:**

**00310.45 Removal of Existing Surfaces**

Remove sidewalk and surfacings as shown on the Plans. Sidewalk and surfacings to be removed shall be cut in neat, straight lines with vertical edges along the limits of removal. The cut lines for removal of asphaltic or cement concrete pavement shall be reviewed and approved by the Engineer in the field before cutting. Demolish and remove concrete curbs, islands and other surfacings as directed by the Engineer or as shown. Make a vertical saw cut between any existing curb that is to remain and portion that is to be removed. Remove roadway pavement and aggregate base in the street adjacent to curbs and islands as shown on the Plan or as directed by the Engineer.:

**00310.80 Measurement** - Replace "6 inches" with "12 inches" in the length and area bullet.

**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.

**00310.92 Separate Item Basis** - Add the following:

When the Contract Schedule of Items does not indicate payment for Work on a separate item basis, no separate or additional payment will be made. Payment will be included in payment made according to 00310.90 or 00310.91, as applicable.

The paragraph that begins with the words "Item (d) includes..." is replaced with the following:

Item (d) includes all work associated with curb ramp removal including but not limited to saw cutting, removal of existing asphalt, curbs, islands, sidewalks and other surfacings to the limits and grades shown on the plans. No separate or additional payment will be made for the removal of other features or earthwork inside the removal of surfacings limits as this work is considered incidental. No separate or additional payment will be made for blending the tops of cutbanks with adjacent ground.

**END OF SECTION**

**SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications.

**END OF SECTION**



## **SECTION 00330 – EARTHWORK**

Comply with Section 00330 of the Standard Specifications modified as follows:

**00330.42(c)(3) Embankment Slope Protection** - Add the following paragraph to the end of this subsection:

Construct the outer 6 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

**00330.45 Filling of Holes** - Replace the last two sentences of this subsection with the following:

No separate or additional payment will be made for this Work.

**00330.80 Measurement** - Replace this subsection with the follow:

No field measurement of earthwork items will be performed.

**00330.90 Payment** - Replace this subsection with the following:

No separate payment will be made for earthwork. Costs are incidental to other bid items.

### **END OF SECTION**

## **SECTION 00340 - WATERING**

Comply with Section 00340 of the Standard Specifications.

### **END OF SECTION**

## **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

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

**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 OF SECTION

Add the following new section:

### SECTION 00596D - EXISTING RETAINING WALLS

#### Description

**00596D.00 Scope** – This work consists of removing, salvaging, and reconstructing existing retaining walls as shown and specified.

#### 00596D.03 Definitions

#### Materials

**00596D.10 General** – Provide quality control according to Section 00165.

#### 00596D.11 Backfill:

- (a) **Retaining Wall Backfill** - Reuse or match existing backfill material.
- (b) **Pipe Drain Backfill** - Furnish granular drain backfill Material for drainage pipes meeting the requirements of 00430.11.

#### 00596D.12 Concrete:

- (a) **Cast-in-Place Concrete for Leveling Pads** - Furnish Commercial Grade Concrete for leveling pads meeting the requirements of Section 00440.

**00596D.13 Grout** – Furnish Portland Cement Grout meeting the requirements of 02080.40.

**00596D.14 Geosynthetics** – Reuse or match existing geotextile for subsurface drainage systems.

#### Construction

**00596D.40 General** – Construct retaining walls as shown in the plans.

**00596D.41 Excavation and Foundation Preparation** – Perform excavation and construct and backfill wall foundations according to the following:

- Grade subgrade level for a width equal to the width of the wall base plus 0.5 foot on each side. Do not over-excavate foundations without prior approval.
- Construct 4" thick compacted Aggregate base foundation with new Aggregate base materials conforming to Section 0759.11.
- Place backfill material in nearly horizontal layers not more than 8 inches thick. Compact the entire surface of each layer with at least three coverages, using Equipment made specifically for compaction. Routing hauling and grading Equipment over the surface is not acceptable for compaction.
- Do not construct backfill when the backfill, or the embankment on which it would be placed is frozen, or unstable.

**00596D.42 Leveling Pads:**

**(a) Cast-in-Place Leveling Pads** - Construct cast-in-place leveling pads at locations shown on the plans with:

- Unreinforced concrete.
- A width of at least the block front face to block back face.
- A thickness of 8 inches  $\pm$  1/2 inch.
- A location tolerance of  $\pm$  1 inch of the design location.
- A top pad tolerance of  $\pm$  1/2 inch of the existing wall bottom elevation.

Cure cast-in-place leveling pads at least 12 hours before placing the wall units.

**00596D.43 Subsurface Drainage** – Existing drainpipe may or may not run behind the existing retaining walls. In the event existing drainpipe is damaged and/or needs to be removed to allow for construction of the foundation, replace drainpipe, drainpipe aggregate, and/or geotextile envelope after construction of the leveling pads.

**00596D.44 Wall Construction** – Place 1" thick layer of portland cement grout on top of leveling pad. Rebuild existing wall to pre-construction line and grade.

**00596D.45 Geosynthetics** – Existing geotextile may or may not occur behind the existing retaining walls. In the event existing geotextile is damaged, remove and replace geotextile according to Section 00350.

**00596D.46 Backfill** – Place approved backfill according to Section 00596B.47.

### **Maintenance**

**00596D.60 Protecting Work** – Protect and repair Work according to Section 00596B.60.

### **Measurement**

**00596D.80 Measurement** – The quantities of Work performed under this Section will be measured on the area basis along the exposed wall face. The exposed sides and tops of the walls shall not be measured.

## Payment

**00596D.90 Payment** – The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(a) Remove and Rebuild Block Wall.....	Square Foot

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:

- Removal, salvaging, storing, replacement and/or cleaning of existing wall blocks to be reused
- Excavation, shoring, preparation of subgrade, leveling pads, and backfill
- Wall drainage systems, including pipes, fittings, drain rock and geotextile
- Geosynthetics
- Concrete
- Grout
- Removing and reinstalling existing signs that must be removed in order to remove reconstruct a wall.

## END OF 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.

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.

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

No measurement of quantities will be made for Work performed under this Section.

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

No separate or additional payment will be made for Work performed under this Section.

#### **END OF SECTION**

### **SECTION 00640 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00640 of the Standard Specifications.

#### **END OF 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 all pavement lifts.

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. 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 OF SECTION**

## SECTION 00744 – ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

**00744.10(c) Recycled Asphalt Shingles** - Delete this subsection; Recycled Asphalt Shingles are not allowed on this Project.

**00744.11(a) Asphalt Cement** - Add the following to the end of this subsection:

Provide PG 64-22 or PG 70-22 grade asphalt cement for this Project.

**00744.43(c) Placing** - Add the following:

Do not intermingle ACP produced from more than one JMF. Each Base Course Panel placed during a working shift shall conform to a single JMF. The wearing Course shall conform to a single JMF.

**00744.44(b) Drop-Offs** - Replace the bullet that begins "Provide warning signs and markings..." with the following bullet:

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

**00744.49 Compaction** - In the paragraph that begins "Determine compliance with...", replace the sentence that begins "The Engineer may waive compaction..." with the following sentence:

The Engineer may waive compaction testing requirements when less than 500 tons of ACP is placed in a single work shift.

Add the following subsection:

**00744.71 Joints** - Seal joints between existing and new Pavement surfaces as directed. Seal joints with a mixture of tack and asphalt sand. Provide a liberal application to the joint with a maximum width of 6 inches either side of the joint.

**00744.90 Payment** – Add the following bullet to the end of the list beginning with "No separate or additional...":

- Temporary asphalt pavement.

## SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

**00759.03(a) Working Drawings** - Replace this subsection, except subsection number and title, with the following:

If the contractor does not propose any changes to the curb ramp layout shown in the Drawings, no Working Drawings are required.

If changes are proposed, at least 10 Calendar Days before the preplacement conference, submit six copies of unstamped Working Drawings according to 00150.35 for all curb ramp Work. Include field verification of each ramp location, and all dimensions and grades necessary to demonstrate compliance with the Standard Drawings and Plans. Notify the Engineer of any deficiencies or non-compliance with the Standard Drawings or Plans. The Engineer will provide additional or modified Plans as needed.

**00759.03(b) Curb Ramp Plan** – delete this subsection.

**00759.04 Preplacement Conference** - Add the following paragraph after the first paragraph:

Topics covered at the Preplacement Conference will include:

- Ramp Styles / Configurations
- Slope and Width Requirements
- Turning Space
- Push Button Requirements
- Construction Tolerances
- Temporary Pedestrian Accessible Route (TPAR)
- Temporary Curb Ramps
- Ramp Inspection
- Other Project-Specific Issues / Requirements

Each ramp within the project shall be discussed in detail at the preplacement conference, it may be necessary to have multiple preplacement conferences to cover all ramps on the project.

**00759.12 Sidewalk Ramp Treatment** - Replace this subsection, except for the subsection number and title, with the following:

Furnish "Safety Yellow" colored, cast-in-place, truncated dome detectable warning Surfaces for sidewalk ramps and accessible route islands. Use any listed on the ODOT QPL.

Unless otherwise noted on the Plans, use cast-in-place installation of truncated dome panel(s) at all ramp locations. When the curb is installed separately from the ramp, the back of the curb shall be formed to provide a straight edge for the truncated dome panel(s) to fit snugly against the back of the curb, eliminating the need for any concrete to be placed between the truncated dome panel(s) and the back of the curb during installation of the truncated dome panel(s).

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.

**00759.44 Joining New to Existing Concrete** - Replace the sentence that begins "Unless shown or ..." with the following:

Unless shown or directed otherwise, furnish and place minimum 1/2-inch-thick preformed expansion joint filler between new and existing concrete.

**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.

**00759.48 Expansion Joints** – replace the first bulleted item with the following:

- To be 3/8 inch wide.

**00759.48(b) Driveways, Walks, Monolithic Curbs and Sidewalks, and Surfacing** - Replace the second and third bulleted items with the following:

Place on both sides of driveways, sidewalk ramps, at the PC and PT of curves, around utility vaults, drainage inlets, opposite expansion joints in curbs, and at a spacing not to exceed 200 feet.

Add the following paragraph:

The contractor may pour curb monolithically with an ADA ramp, if approved by the Engineer. If an ADA ramp is poured monolithically with the curb, the contractor shall provide a separation between the curb structure and the sidewalk structure by either tooling through the full depth of the sidewalk at the back of the curb while the concrete is wet, or sawcut through the full depth of sidewalk at the back of curb after the concrete is set.

**00759.49(a) Locations** - Replace the third bulleted item with the following:

At 5 feet spacing for sidewalks.

At 10 feet maximum spacing for driveway approaches.

**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. Provide sidewalk panel dimensions of 5 feet nominal or as directed. 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 OF SECTION**

## **SECTION 01050 – FENCES**

Comply with Section 01050 of the Standard Specifications.

**END OF SECTION**

## SECTION 02001 - CONCRETE

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 OF SECTION**

## SECTION 02080 - GROUT

Comply with Section 02080 of the Standard Specifications.

**END OF 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, OREGON

## SOUTHWOOD PARK ADA RAMPS

### INDEX OF SHEETS

NO.	TITLE	DESCRIPTION
01	G1.1	COVER
02	G1.2	LEGEND, ABBREVIATIONS & SHEET LAYOUT
03	C2.1	RAMP DETAILS - 63RD AVE & SOUTHWOOD DR
04	C2.2	RAMP DETAILS - 63RD AVE & 64TH AVE
05	C2.3	RAMP DETAILS - 64TH AVE
06	C2.4	RAMP DETAILS - 63RD AVE & DOUGLAS DR
07	C2.5	RAMP DETAILS - 63RD AVE & 63RD PL
08	C2.6	RAMP DETAILS - 62ND AVE & 63RD AVE
09	C3.1	DETAILS



LOCATION MAP

### CLACKAMAS COUNTY DETAIL REFERENCES

STD DWG.	TITLE
C100	STREET STRUCTURAL SECTION
N100	STANDARD NOTES - GENERAL
N200	STANDARD NOTES - GENERAL (CONT) & GRADING

### CLEAN WATER SERVICES DETAIL REFERENCES

DWG. NO.	TITLE
920	INLET PROTECTION TYPE 5

### OREGON DOT DETAIL REFERENCES

DWG. NO.	TITLE
RD720	CURB LINE SIDEWALKS
RD721	SEPARATED SIDEWALKS
RD722	SIDEWALK JOINTS AND TRANSITION PANELS
RD900 SERIES	CURB RAMPS AND DETECTABLE WARNING SURFACES
TM800	TABLES, ABRUPT EDGE AND PCMS DETAILS
TM820	TEMPORARY BARRICADES
TM821	TEMPORARY SIGN SUPPORTS
TM822	TEMPORARY SIGN SUPPORTS
TM840	CLOSURE DETAILS
TM841	INTERSECTION WORK ZONE DETAILS
TM844	TEMPORARY PEDESTRIAN ACCESSIBLE ROUTING

### PROJECT CONTACTS

#### OWNER

CLACKAMAS COUNTY  
 902 ABERNETHY RD  
 OREGON CITY, OR 97045  
 CONTACT: JON SPARKS  
 TEL: 503-650-3205  
 EMAIL: jsparks@clackamas.us

#### CIVIL ENGINEER

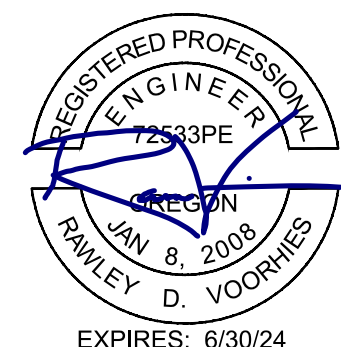
CENTURY WEST ENGINEERING  
 5500 MEADOWS ROAD, SUITE 250  
 LAKE OSWEGO, OR 97035  
 CONTACT: RAWLEY VOORHIES, PE  
 TEL: 503-419-2130



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CHECKED BY: RDV
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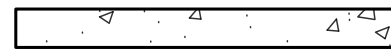
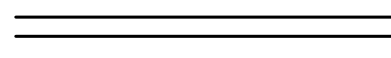
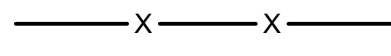
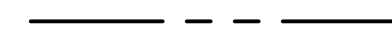
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PROJECT NO: 40748.043.03

CLACKAMAS COUNTY  
 SOUTHWOOD PARK ADA RAMPS

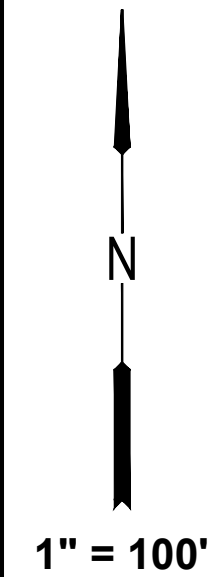
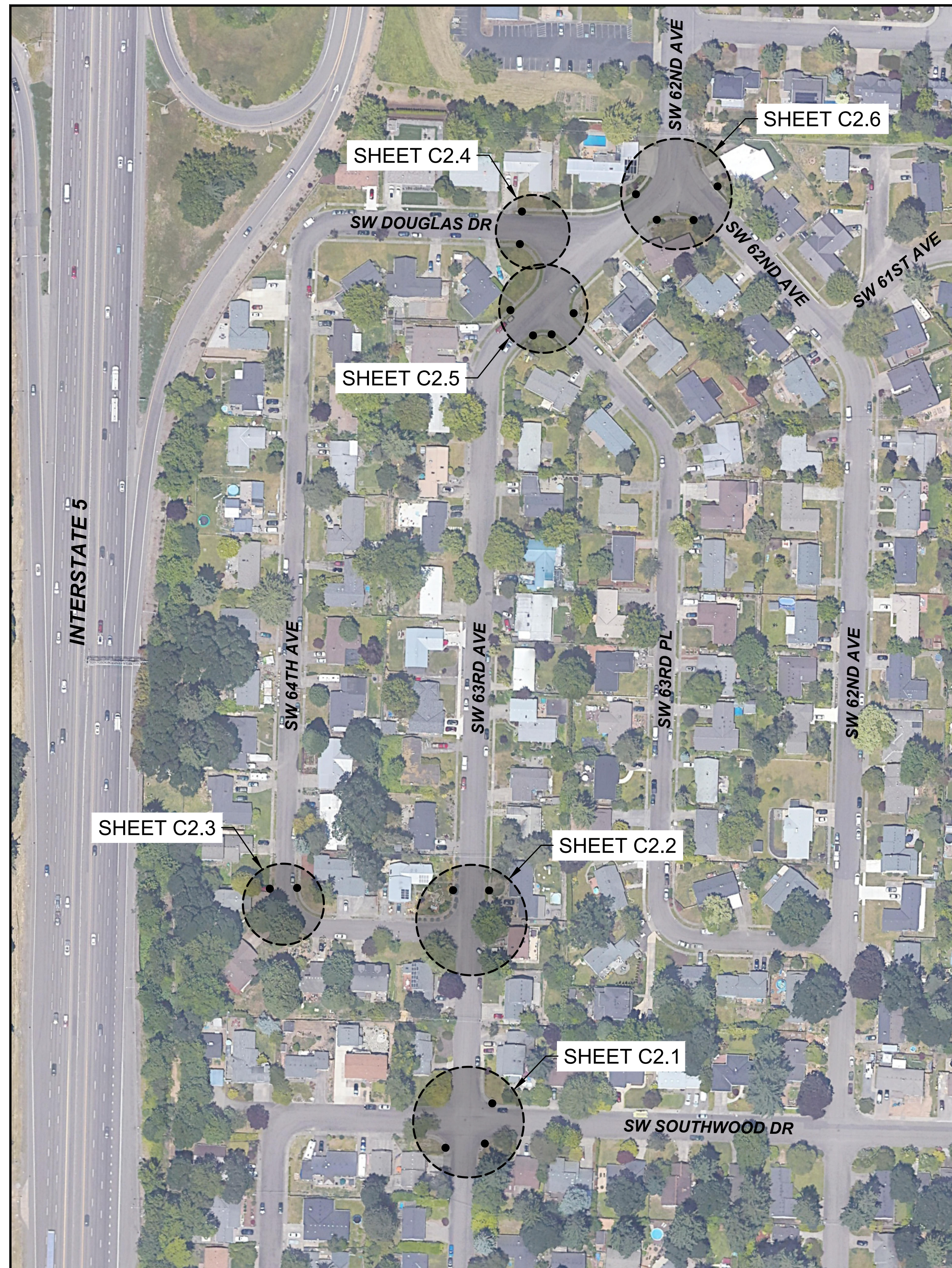
COVER SHEET

DRAWING NO.  
**G1.1**  
 SHEET NO.  
 1 OF 9

LEGEND	
EXISTING	PROPOSED
ASPHALT	
CONCRETE	
CURB	
FENCE	
	PROPERTY LINE

**ABBREVIATIONS**

ADA	AMERICANS WITH DISABILITIES ACT
AGG	AGGREGATE
AVE	AVENUE
APPR	APPROVED
CONT	CONTINUED
DWG	DRAWING
EX	EXISTING
EXP	EXPOSURE
MAX	MAXIMUM
MIN	MINIMUM
NE	NORTHEAST
NO	NUMBER
NW	NORTHWEST
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PL	PLACE
R	RADIUS
RD	ROAD
SE	SOUTHEAST
ST	STREET
SW	SOUTHWEST
STD	STANDARD

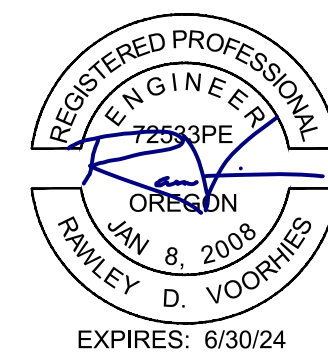



**SHEET LAYOUT**

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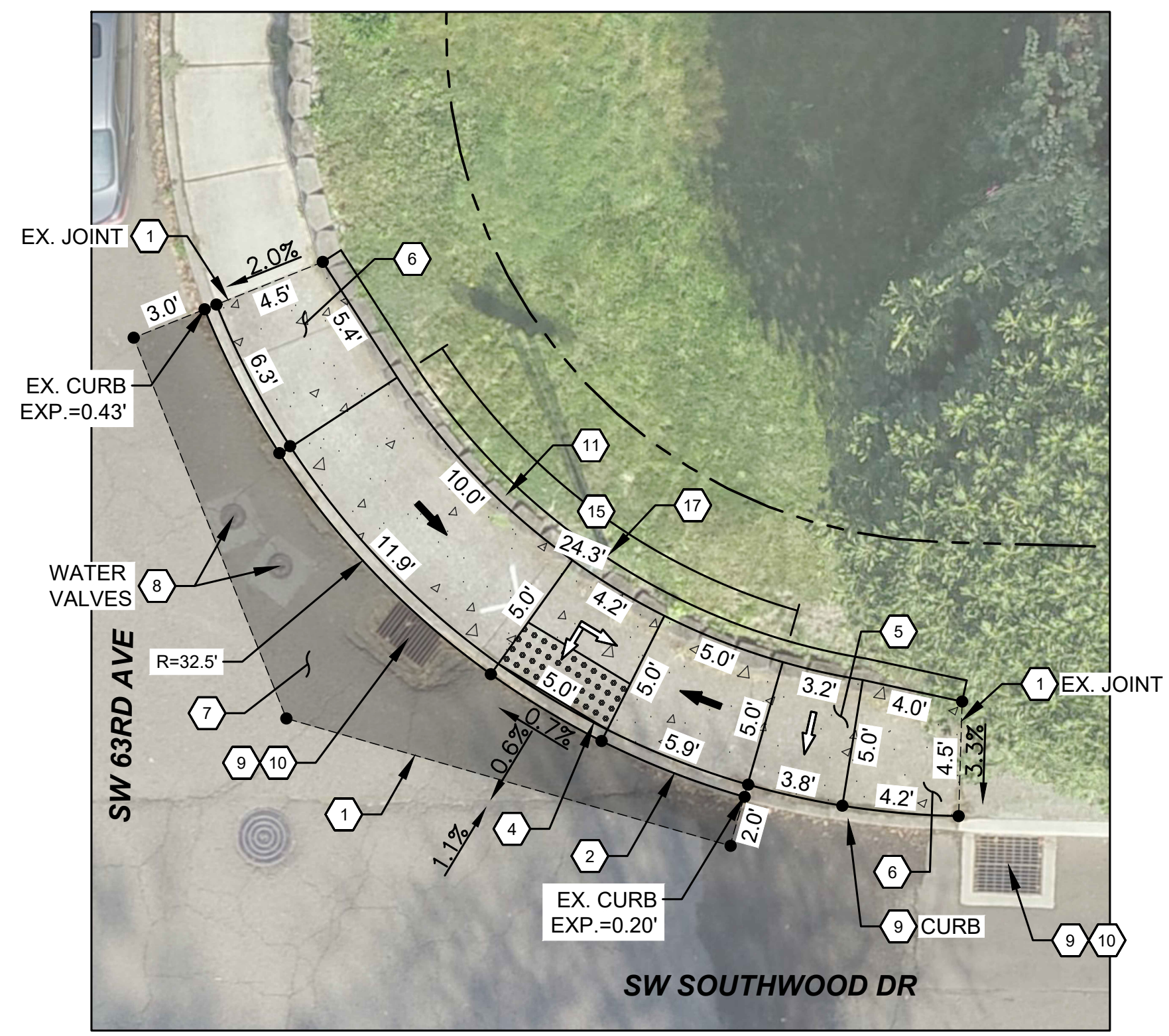
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 503.419.2130  
 503.639.2710 FAX

DATE: 10/05/2023

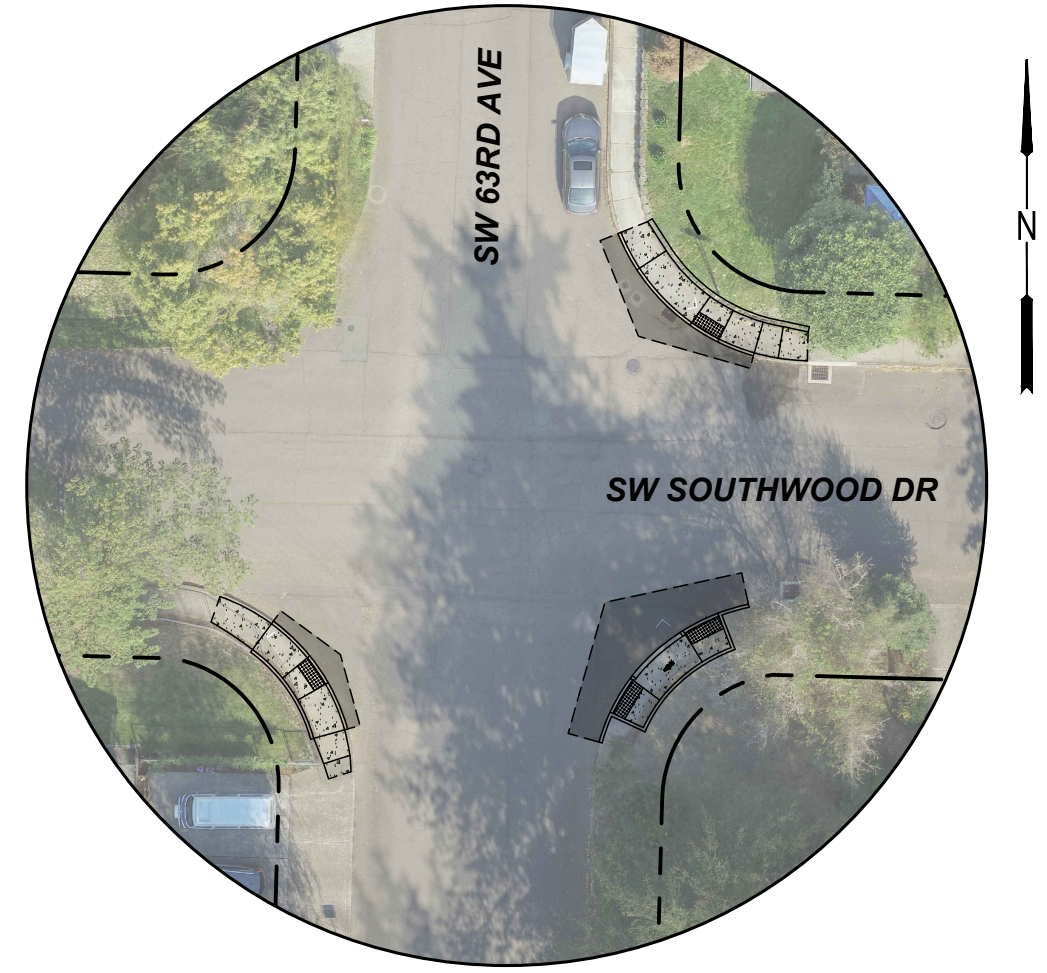
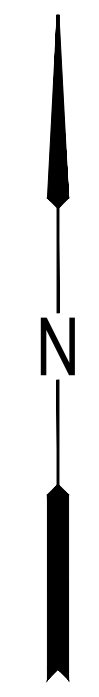
PROJECT NO: 40748.043.03

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DRAWN BY:	AJF
CHECKED BY:	RDV
SCALE:	AS SHOWN

CLACKAMAS COUNTY SOUTHWOOD PARK ADA RAMPS		DRAWING NO. <b>G1.2</b>
LEGEND, ABBREVIATIONS & SHEET LAYOUT		SHEET NO. <b>2 OF 9</b>



NE CORNER - PARALLEL RAMP  
1" = 5'



INTERSECTION OVERVIEW  
1" = 30'

**GENERAL NOTES**

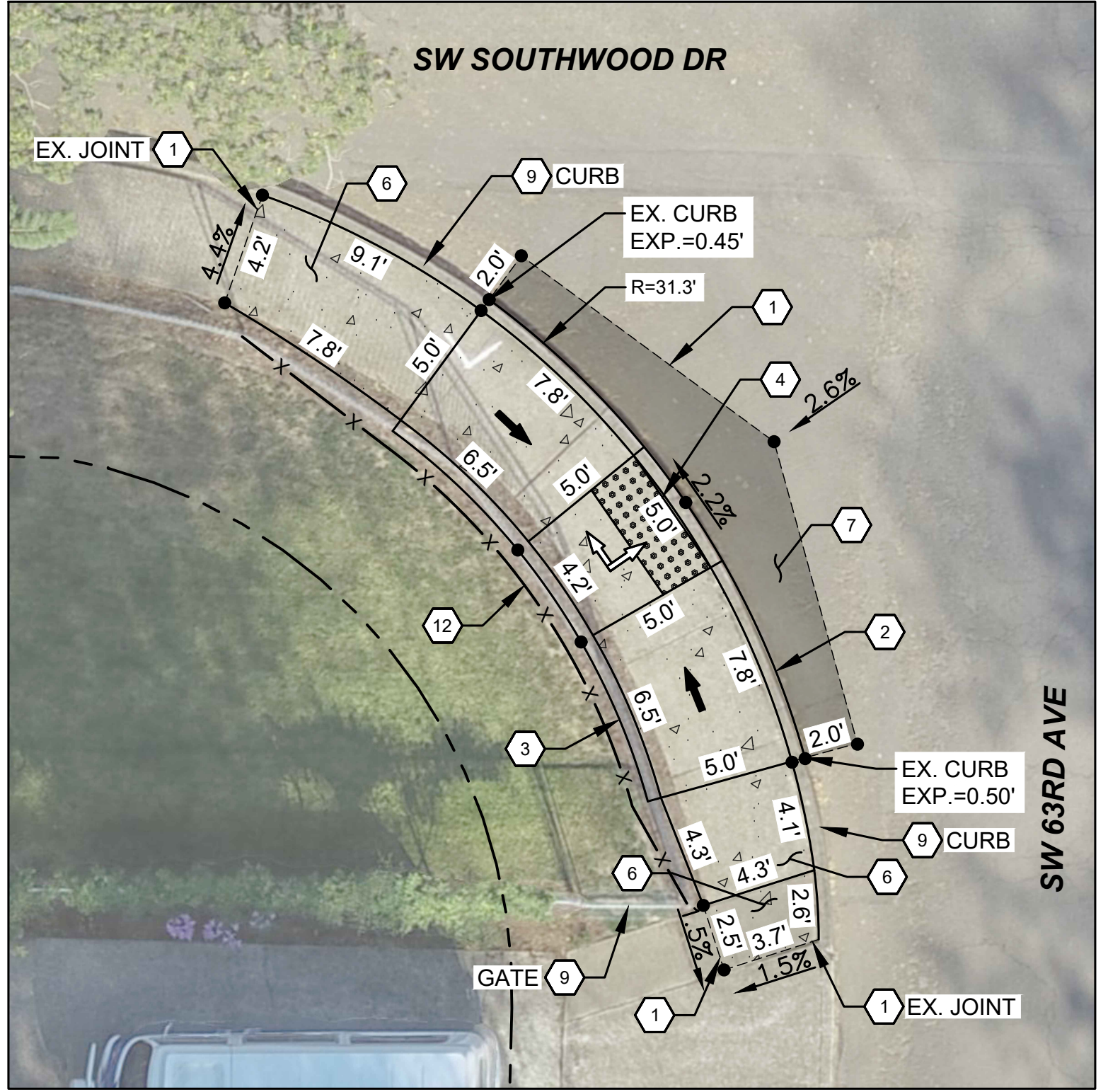
1. MATCH EXISTING FLOWLINE ELEVATIONS TO THE MAXIMUM EXTENT FEASIBLE. IF CHANGES TO FLOWLINE ELEVATIONS ARE DEEMED NECESSARY, ENSURE PROPER DRAINAGE IS MAINTAINED.
2. ALL SLOPE ARROWS ARE POINTED IN THE DOWNWARD DIRECTION.
3. DURING CONSTRUCTION, RAMP LENGTHS MAY BE MODIFIED AS NEED TO SATISFY ADA SLOPE REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH ENGINEER IF ANY DIMENSIONS DEVIATE FROM WHAT IS SHOWN IN THE PLANS.
4. THE PAVEMENT RESTORATION AREAS SHOWN ARE MINIMUM AREAS. CONTRACTOR SHALL EXPAND EXTENTS AS NEEDED IN ORDER TO MAINTAIN SLOPE TOWARDS THE FLOWLINE. COORDINATE WITH ENGINEER PRIOR TO ANY EXTENT MODIFICATIONS.
5. TRANSITION PANELS SHALL BE CONSTRUCTED WITH A MAXIMUM RATE OF CROSS SLOPE CHANGE OF 0.5% PER FOOT.
6. RESTORE ALL DISTURBED SURFACES TO PRE-CONSTRUCTION CONDITION OR BETTER. MATCH EXISTING SURFACING MATERIAL. BARK MULCH, CRUSHED ROCK, AND/OR TOPSOIL BENEATH SEEDING SHALL BE 4" THICK MINIMUM.

**KEYED NOTES**

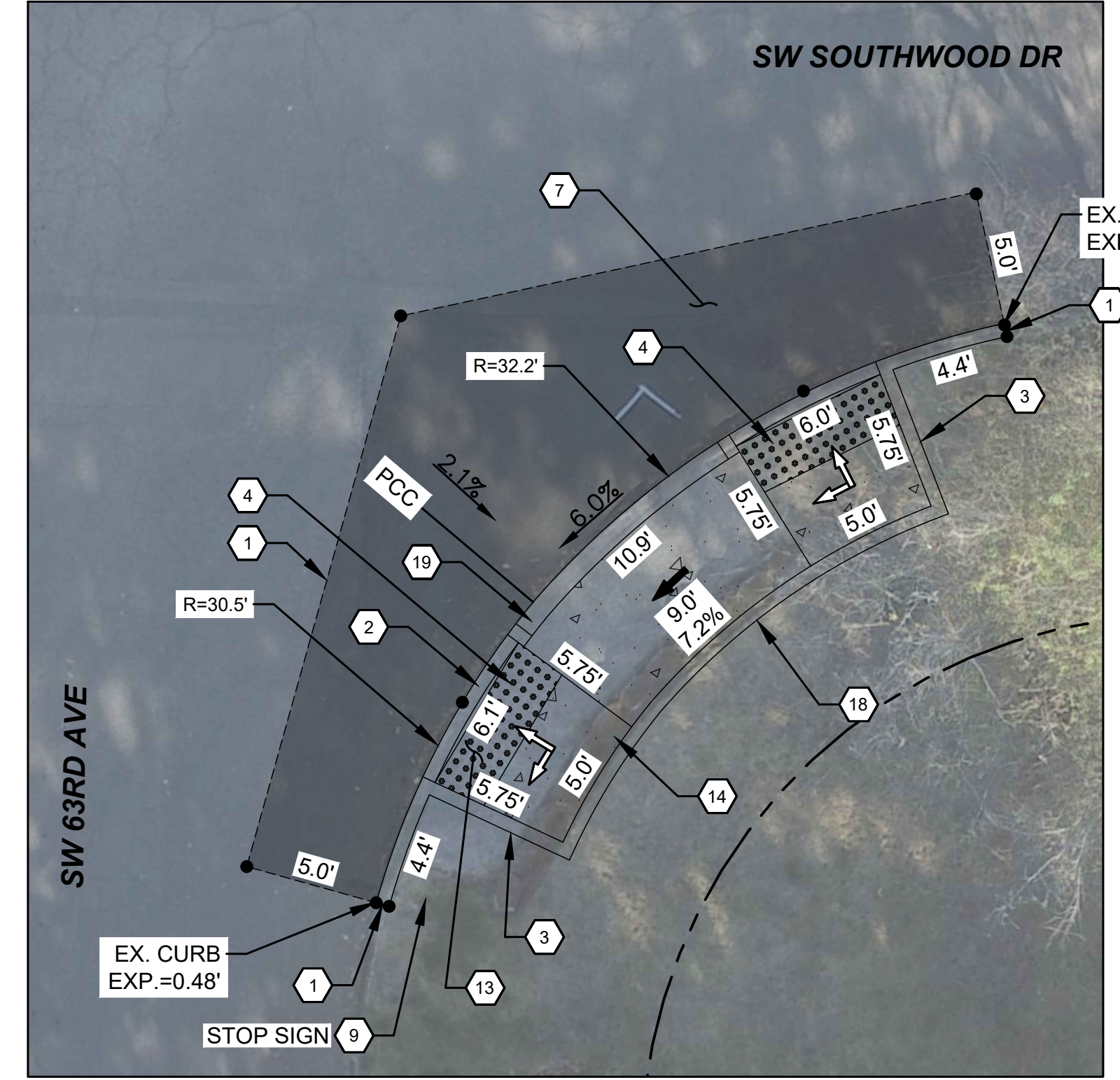
- 1 SAWCUT EXISTING.
- 2 CONSTRUCT STANDARD CURB, SEE ODOT STD. DWG. RD700.
- 3 CONSTRUCT PEDESTRIAN CURB, SEE DETAIL 1 SHEET C3.1.
- 4 CONSTRUCT CURB RAMP WITH DETECTABLE WARNING SURFACE, RAMP TYPE AS SHOWN. SEE ODOT RD900 SERIES CURB RAMP DETAILS.
- 5 CONSTRUCT SIDEWALK, SEE ODOT STD. DWG. RD720 AND RD721.
- 6 CONSTRUCT TRANSITION PANEL, SEE ODOT STD. DWG. RD722.
- 7 RESTORE EXISTING ROADWAY PAVEMENT PER "LOCAL" CLASSIFICATION, SEE CLACKAMAS COUNTY STD. DWG. C100.
- 8 ADJUST UTILITY TO FINISH GRADE.
- 9 PROTECT IN PLACE.
- 10 INSTALL INLET PROTECTION TYPE 5 PER CWS DWG. NO. 920.
- 11 REMOVE AND REINSTALL EXISTING BLOCK WALL.
- 12 REMOVE AND REINSTALL EXISTING CHAN-LINK FENCE 6" BEHIND PROPOSED PEDESTRIAN CURB. COORDINATE WITH HOMEOWNER.
- 13 REMOVE EXISTING CONCRETE PANEL(S).
- 14 REMOVE EXISTING BLOCK WALL.
- 15 INSTALL CONCRETE LEVELING PAD BENEATH EXISTING BLOCK WALL, SEE DETAIL 2, SHEET C3.1.
- 17 REMOVE AND REINSTALL EXISTING SIGN.
- 18 CONSTRUCT TALL CURB, SEE DETAIL 3 SHEET C3.1.
- 19 CONSTRUCT MODIFIED STANDARD CURB WITH 6" LONG TAPERED ENDS, SEE DETAIL 4 SHEET C3.1.

**LEGEND**

- ← TYPICAL CROSS SLOPE  
1.2% MAX DESIGN  
(2.0% MAX CONSTRUCTED)
- ← MODIFIED CROSS SLOPE  
4.0% MAX DESIGN  
(5.0% MAX CONSTRUCTED)
- ← RAMP RUNNING SLOPE  
7.5% MAX DESIGN  
(8.3% MAX CONSTRUCTED)
- DETECTABLE WARNING SURFACE
- MATCH EXISTING ELEVATION
- - - - SAWCUT
- ← X.X% EXISTING SLOPE

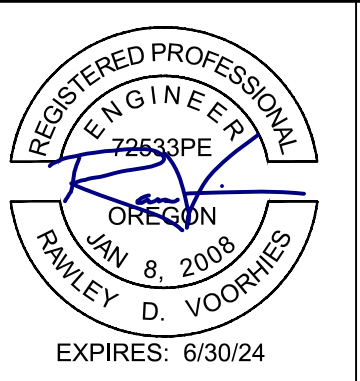
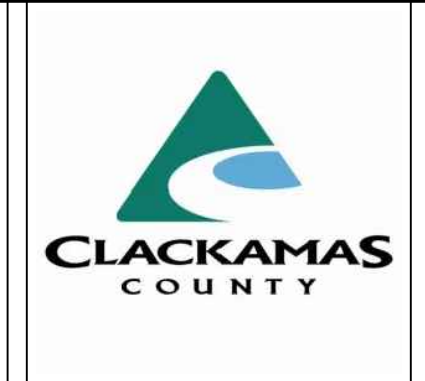


SW CORNER - PARALLEL RAMP  
1" = 5'



SE CORNER - UNIQUE RAMP  
1" = 5'

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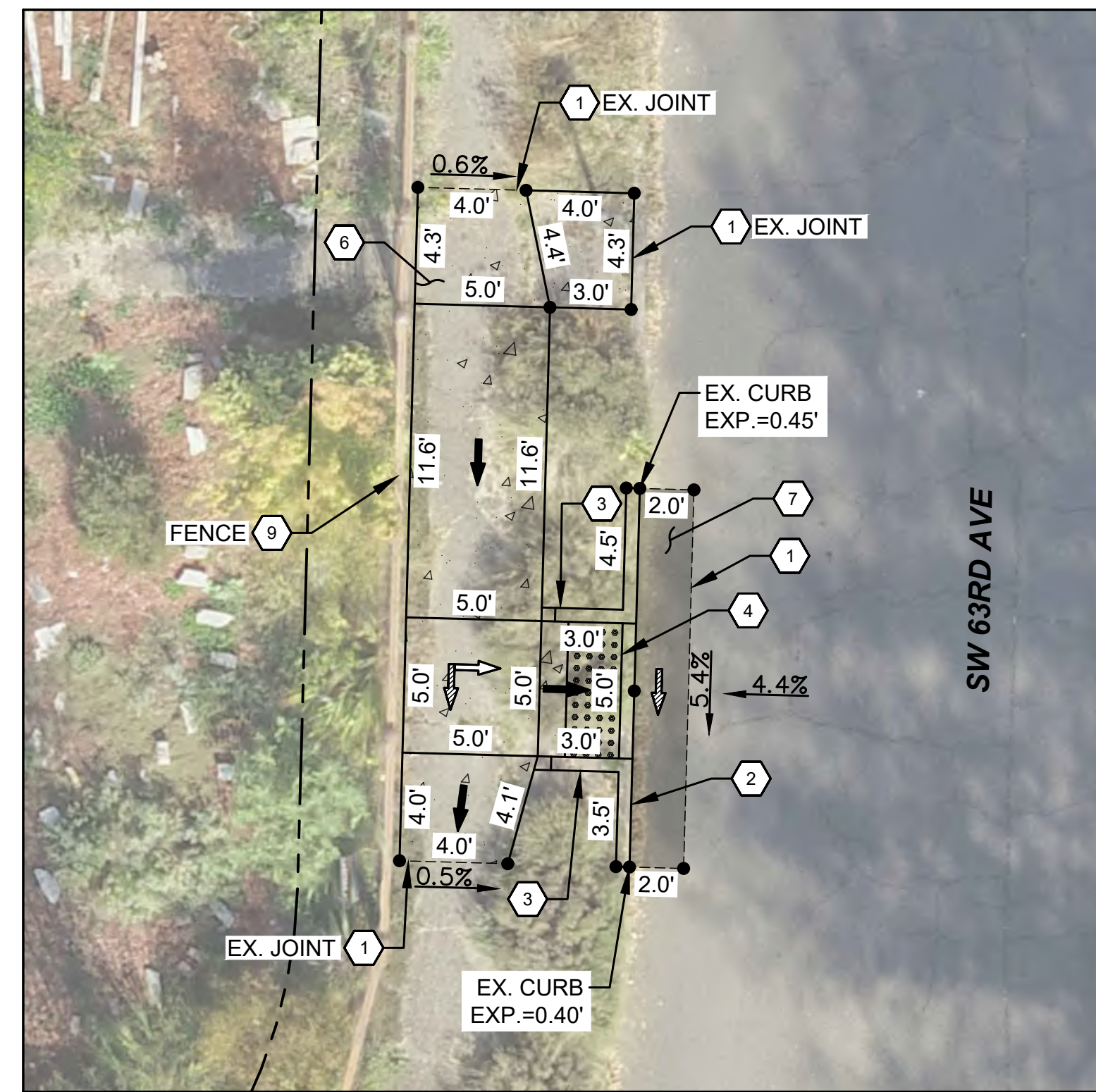
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LAKE OSWEGO, OR 97035  
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503.639.2710 FAX

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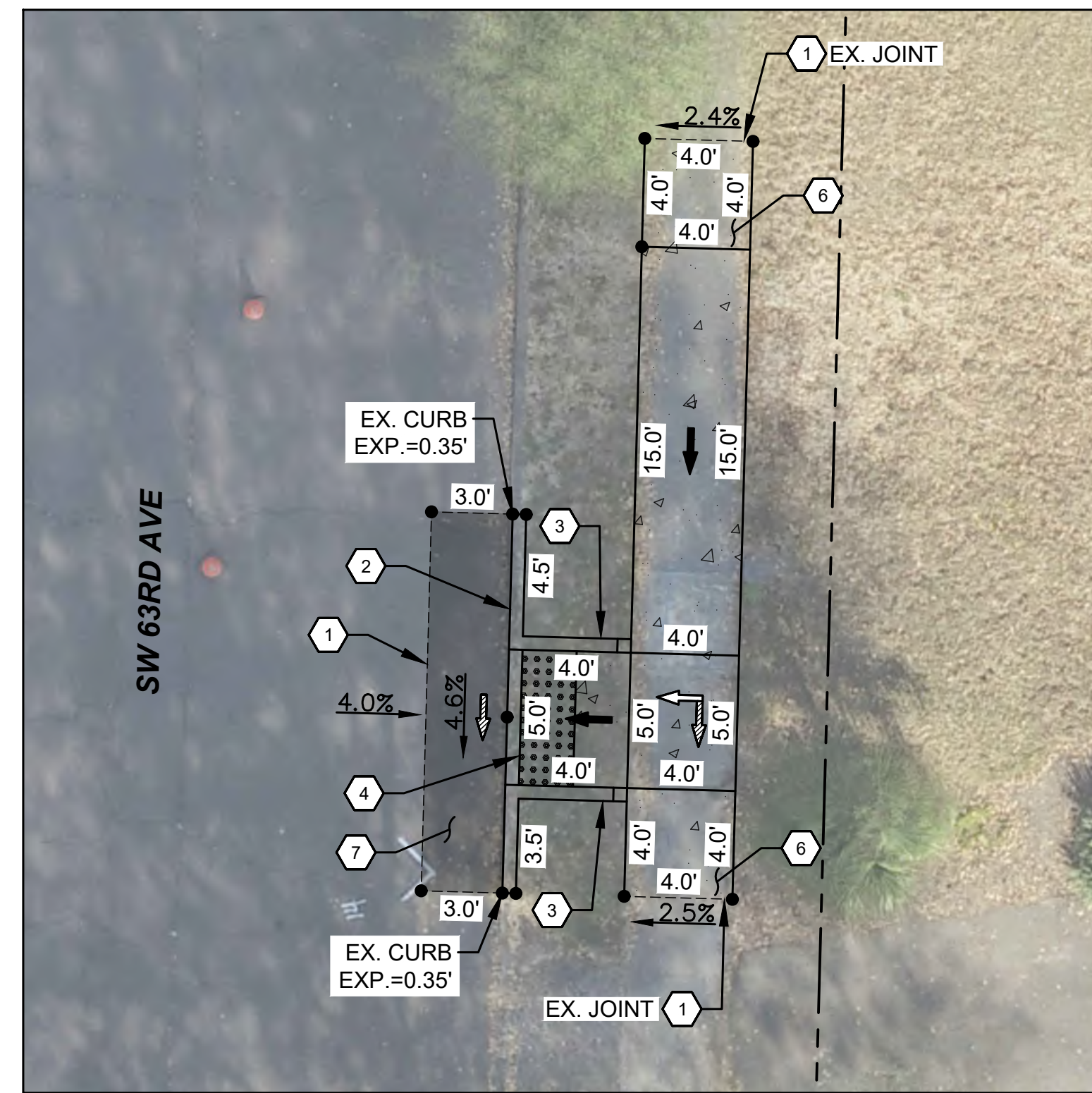
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CHECKED BY: RDV  
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CLACKAMAS COUNTY  
SOUTHWOOD PARK ADA RAMPS  
CURB RAMP DETAILS  
63RD AVE & SOUTHWOOD DR

DRAWING NO. C2.1  
SHEET NO. 3 OF 9



NW CORNER - COMBINATION RAMP  
1" = 5'



NE CORNER - COMBINATION RAMP  
1" = 5'



INTERSECTION OVERVIEW  
1" = 30'

**GENERAL NOTES**

1. MATCH EXISTING FLOWLINE ELEVATIONS TO THE MAXIMUM EXTENT FEASIBLE. IF CHANGES TO FLOWLINE ELEVATIONS ARE DEEMED NECESSARY, ENSURE PROPER DRAINAGE IS MAINTAINED.
2. ALL SLOPE ARROWS ARE POINTED IN THE DOWNWARD DIRECTION.
3. DURING CONSTRUCTION, RAMP LENGTHS MAY BE MODIFIED AS NEED TO SATISFY ADA SLOPE REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH ENGINEER IF ANY DIMENSIONS DEVIATE FROM WHAT IS SHOWN IN THE PLANS.
4. THE PAVEMENT RESTORATION AREAS SHOWN ARE MINIMUM AREAS. CONTRACTOR SHALL EXPAND EXTENTS AS NEEDED IN ORDER TO MAINTAIN SLOPE TOWARDS THE FLOWLINE. COORDINATE WITH ENGINEER PRIOR TO ANY EXTENT MODIFICATIONS.
5. TRANSITION PANELS SHALL BE CONSTRUCTED WITH A MAXIMUM RATE OF CROSS SLOPE CHANGE OF 0.5% PER FOOT.
6. RESTORE ALL DISTURBED SURFACES TO PRE-CONSTRUCTION CONDITION OR BETTER. MATCH EXISTING SURFACING MATERIAL. BARK MULCH, CRUSHED ROCK, AND/OR TOPSOIL BENEATH SEEDING SHALL BE 4" THICK MINIMUM.

**KEYED NOTES**

- 1 SAWCUT EXISTING.
- 2 CONSTRUCT STANDARD CURB, SEE ODOT STD. DWG. RD700.
- 3 CONSTRUCT PEDESTRIAN CURB, SEE DETAIL 1 SHEET C3.1.
- 4 CONSTRUCT CURB RAMP WITH DETECTABLE WARNING SURFACE, RAMP TYPE AS SHOWN. SEE ODOT RD900 SERIES CURB RAMP DETAILS.
- 6 CONSTRUCT TRANSITION PANEL, SEE ODOT STD. DWG. RD722.
- 7 RESTORE EXISTING ROADWAY PAVEMENT PER "LOCAL" CLASSIFICATION. SEE CLACKAMAS COUNTY STD. DWG. C100.
- 9 PROTECT IN PLACE.

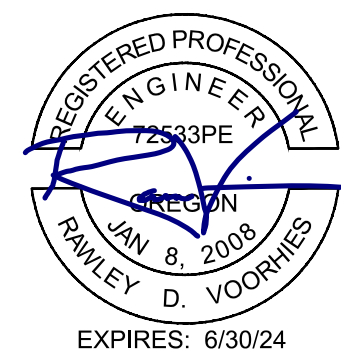
**LEGEND**

- TYPICAL CROSS SLOPE  
1.2% MAX DESIGN  
(2.0% MAX CONSTRUCTED)
- MODIFIED CROSS SLOPE  
4.0% MAX DESIGN  
(5.0% MAX CONSTRUCTED)
- RAMP RUNNING SLOPE  
7.5% MAX DESIGN  
(8.3% MAX CONSTRUCTED)
- DETECTABLE WARNING SURFACE
- MATCH EXISTING ELEVATION
- SAWCUT
- EXISTING SLOPE

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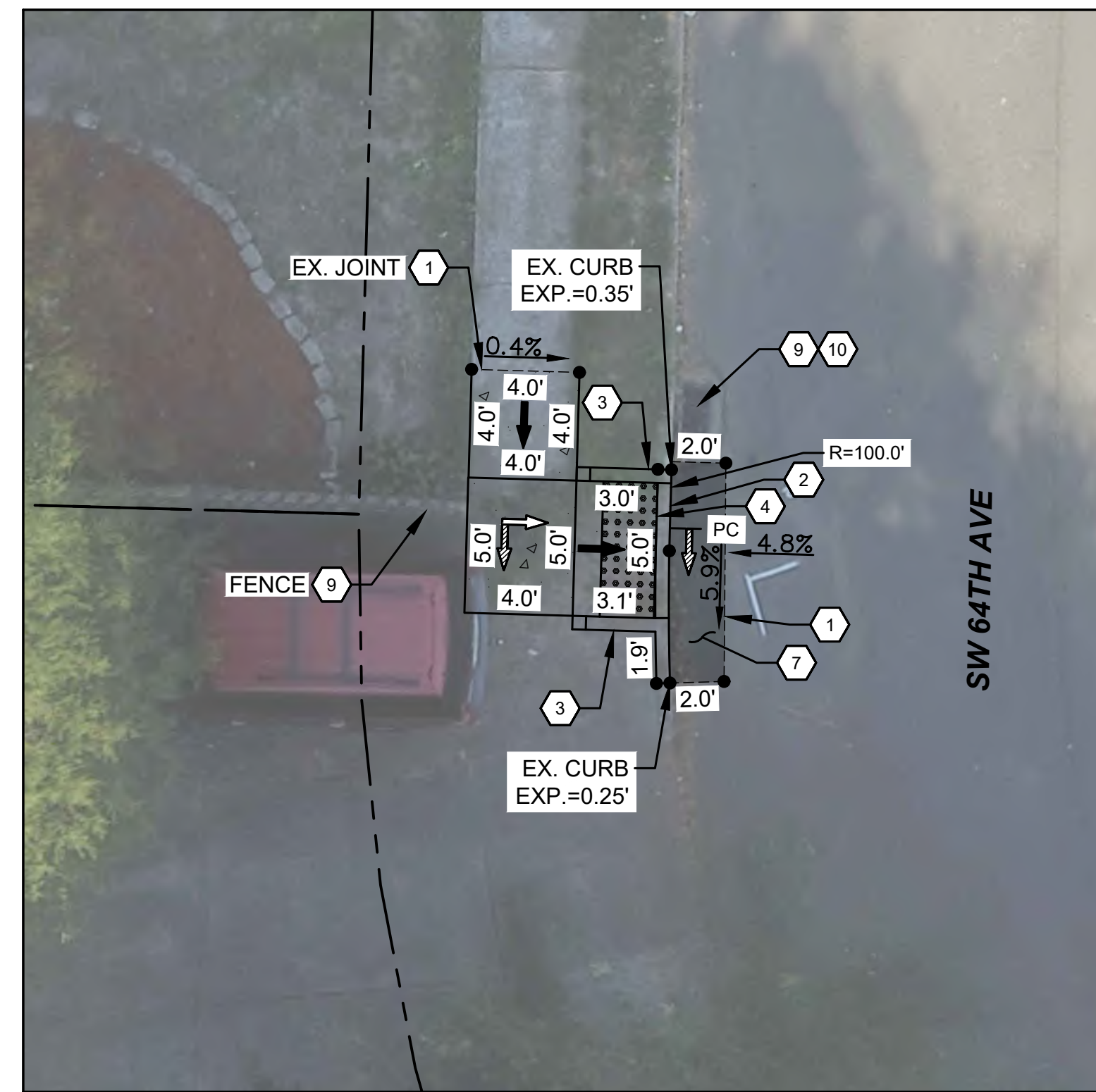
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CLACKAMAS COUNTY  
SOUTHWOOD PARK ADA RAMPS

CURB RAMP DETAILS  
63RD AVE & 64TH AVE

DRAWING NO. C2.2  
SHEET NO. 4 OF 9

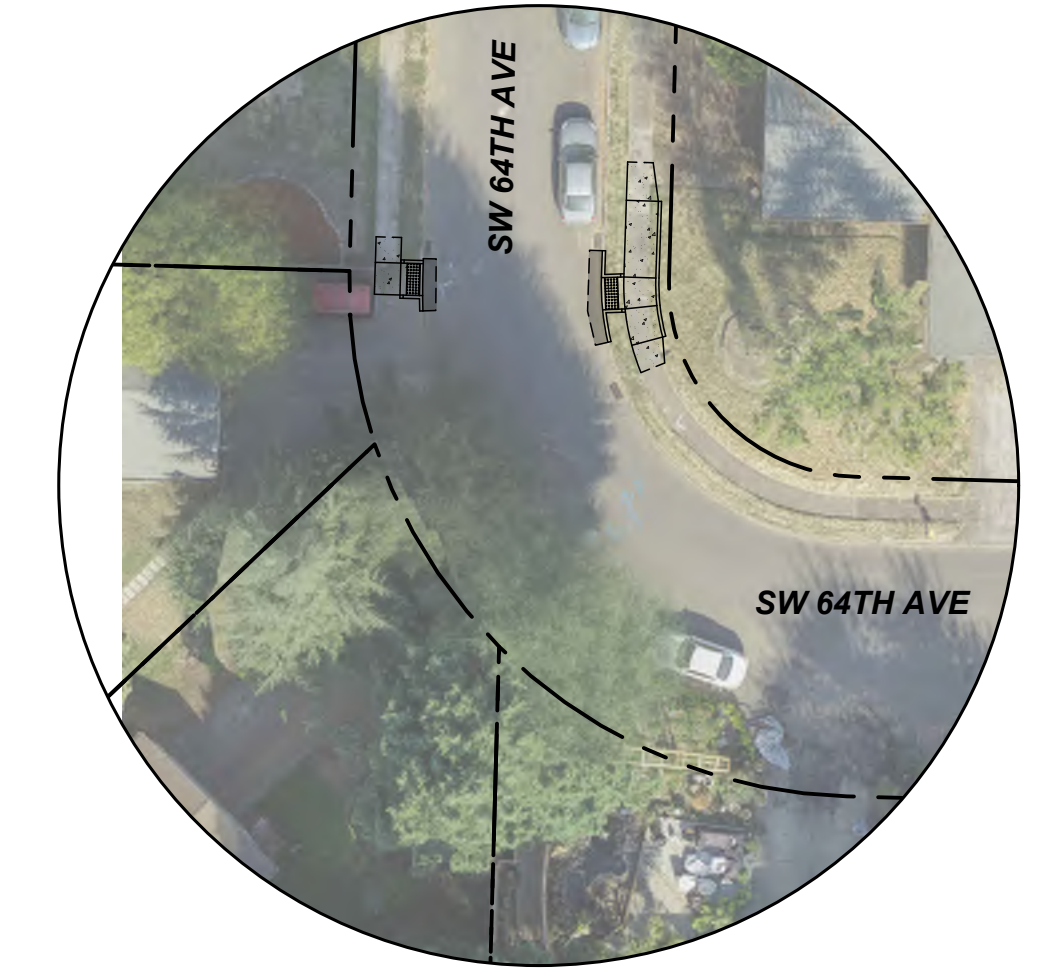




**NW CORNER - COMBINATION RAMP**  
1" = 5'



**NE CORNER - COMBINATION RAMP**  
1" = 5'



**INTERSECTION OVERVIEW**  
1" = 30'

**GENERAL NOTES**

1. MATCH EXISTING FLOWLINE ELEVATIONS TO THE MAXIMUM EXTENT FEASIBLE. IF CHANGES TO FLOWLINE ELEVATIONS ARE DEEMED NECESSARY, ENSURE PROPER DRAINAGE IS MAINTAINED.
2. ALL SLOPE ARROWS ARE POINTED IN THE DOWNWARD DIRECTION.
3. DURING CONSTRUCTION, RAMP LENGTHS MAY BE MODIFIED AS NEED TO SATISFY ADA SLOPE REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH ENGINEER IF ANY DIMENSIONS DEVIATE FROM WHAT IS SHOWN IN THE PLANS.
4. THE PAVEMENT RESTORATION AREAS SHOWN ARE MINIMUM AREAS. CONTRACTOR SHALL EXPAND EXTENTS AS NEEDED IN ORDER TO MAINTAIN SLOPE TOWARDS THE FLOWLINE. COORDINATE WITH ENGINEER PRIOR TO ANY EXTENT MODIFICATIONS.
5. TRANSITION PANELS SHALL BE CONSTRUCTED WITH A MAXIMUM RATE OF CROSS SLOPE CHANGE OF 0.5% PER FOOT.
6. RESTORE ALL DISTURBED SURFACES TO PRE-CONSTRUCTION CONDITION OR BETTER. MATCH EXISTING SURFACING MATERIAL. BARK MULCH, CRUSHED ROCK, AND/OR TOPSOIL BENEATH SEEDING SHALL BE 4" THICK MINIMUM.

**KEYED NOTES**

- 1 SAWCUT EXISTING.
- 2 CONSTRUCT STANDARD CURB, SEE ODOT STD. DWG. RD700.
- 3 CONSTRUCT PEDESTRIAN CURB, SEE DETAIL 1 SHEET C3.1.
- 4 CONSTRUCT CURB RAMP WITH DETECTABLE WARNING SURFACE, RAMP TYPE AS SHOWN. SEE ODOT RD900 SERIES CURB RAMP DETAILS.
- 6 CONSTRUCT TRANSITION PANEL, SEE ODOT STD. DWG. RD722.
- 7 RESTORE EXISTING ROADWAY PAVEMENT PER "LOCAL" CLASSIFICATION. SEE CLACKAMAS COUNTY STD. DWG. C100.
- 9 PROTECT IN PLACE.
- 10 INSTALL INLET PROTECTION TYPE 5 PER CWS DWG. NO. 920.

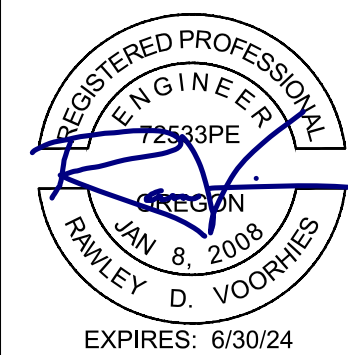
**LEGEND**

- TYPICAL CROSS SLOPE  
1.2% MAX DESIGN  
(2.0% MAX CONSTRUCTED)
- MODIFIED CROSS SLOPE  
4.0% MAX DESIGN  
(5.0% MAX CONSTRUCTED)
- RAMP RUNNING SLOPE  
7.5% MAX DESIGN  
(8.3% MAX CONSTRUCTED)
- DETECTABLE WARNING SURFACE
- MATCH EXISTING ELEVATION
- SAWCUT
- EXISTING SLOPE

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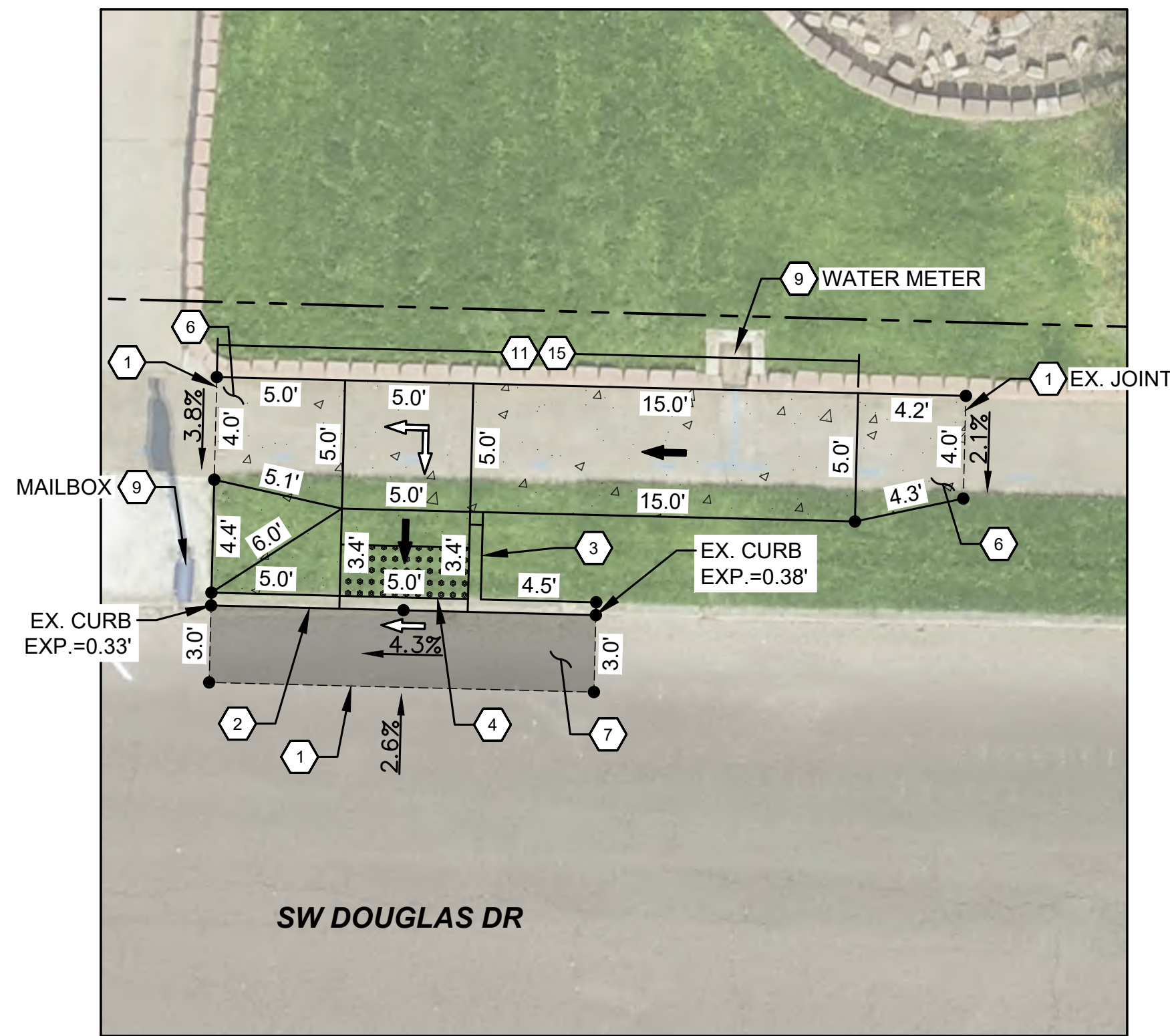
DATE: 04/14/2023 PROJECT NO: 40748.043.03

DESIGNED BY: AJF  
DRAWN BY: AJF  
CHECKED BY: RDV  
SCALE: AS SHOWN

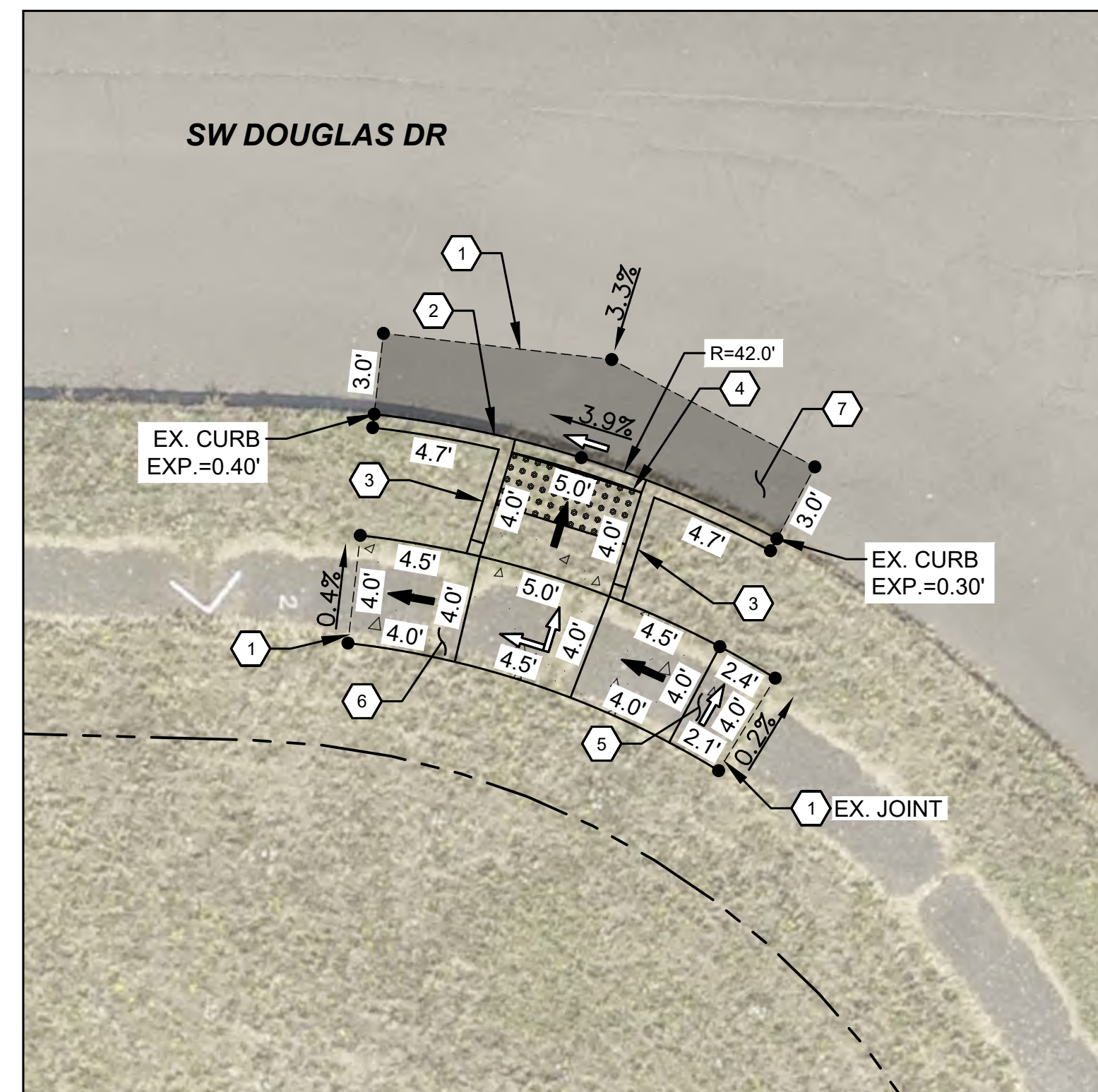
CLACKAMAS COUNTY  
SOUTHWOOD PARK ADA RAMPS

CURB RAMP DETAILS  
64TH AVE

DRAWING NO. C2.3  
SHEET NO. 5 OF 9



**NW CORNER - COMBINATION RAMP**  
1" = 5'



**SW CORNER - COMBINATION RAMP**  
1" = 5'



**INTERSECTION OVERVIEW**  
1" = 30'

**GENERAL NOTES**

1. MATCH EXISTING FLOWLINE ELEVATIONS TO THE MAXIMUM EXTENT FEASIBLE. IF CHANGES TO FLOWLINE ELEVATIONS ARE DEEMED NECESSARY, ENSURE PROPER DRAINAGE IS MAINTAINED.
2. ALL SLOPE ARROWS ARE POINTED IN THE DOWNWARD DIRECTION.
3. DURING CONSTRUCTION, RAMP LENGTHS MAY BE MODIFIED AS NEED TO SATISFY ADA SLOPE REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH ENGINEER IF ANY DIMENSIONS DEVIATE FROM WHAT IS SHOWN IN THE PLANS.
4. THE PAVEMENT RESTORATION AREAS SHOWN ARE MINIMUM AREAS. CONTRACTOR SHALL EXPAND EXTENTS AS NEEDED IN ORDER TO MAINTAIN SLOPE TOWARDS THE FLOWLINE. COORDINATE WITH ENGINEER PRIOR TO ANY EXTENT MODIFICATIONS.
5. TRANSITION PANELS SHALL BE CONSTRUCTED WITH A MAXIMUM RATE OF CROSS SLOPE CHANGE OF 0.5% PER FOOT.
6. RESTORE ALL DISTURBED SURFACES TO PRE-CONSTRUCTION CONDITION OR BETTER. MATCH EXISTING SURFACING MATERIAL. BARK MULCH, CRUSHED ROCK, AND/OR TOPSOIL BENEATH SEEDING SHALL BE 4" THICK MINIMUM.

**KEYED NOTES**

- 1 SAWCUT EXISTING.
- 2 CONSTRUCT STANDARD CURB, SEE ODOT STD. DWG. RD700.
- 3 CONSTRUCT PEDESTRIAN CURB, SEE DETAIL 1 SHEET C3.1.
- 4 CONSTRUCT CURB RAMP WITH DETECTABLE WARNING SURFACE, RAMP TYPE AS SHOWN. SEE ODOT RD900 SERIES CURB RAMP DETAILS.
- 5 CONSTRUCT SIDEWALK, SEE ODOT STD. DWG. RD720 AND RD721.
- 6 CONSTRUCT TRANSITION PANEL, SEE ODOT STD. DWG. RD722.
- 7 RESTORE EXISTING ROADWAY PAVEMENT PER "LOCAL" CLASSIFICATION, SEE CLACKAMAS COUNTY STD. DWG. C100.
- 8 ADJUST UTILITY TO FINISH GRADE.
- 9 PROTECT IN PLACE.
- 11 REMOVE AND REINSTALL EXISTING BLOCK WALL.
- 15 INSTALL CONCRETE LEVELING PAD BENEATH EXISTING BLOCK WALL, SEE DETAIL 2, SHEET C3.1.

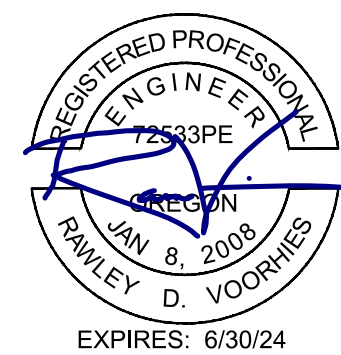
**LEGEND**

- TYPICAL CROSS SLOPE  
1.2% MAX DESIGN  
(2.0% MAX CONSTRUCTED)
- MODIFIED CROSS SLOPE  
4.0% MAX DESIGN  
(5.0% MAX CONSTRUCTED)
- RAMP RUNNING SLOPE  
7.5% MAX DESIGN  
(8.3% MAX CONSTRUCTED)
- DETECTABLE WARNING SURFACE
- MATCH EXISTING ELEVATION
- SAWCUT
- EXISTING SLOPE

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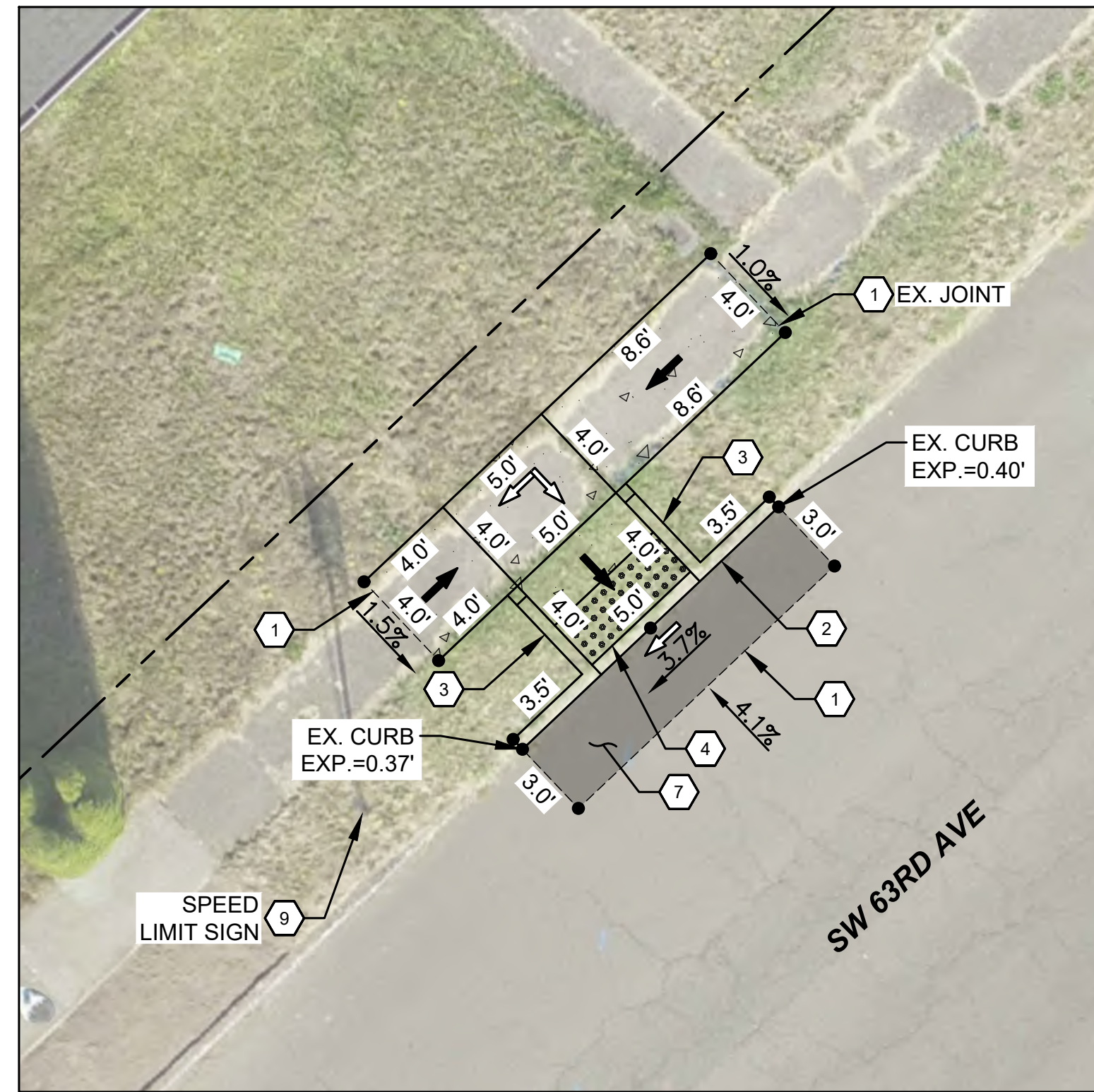
DATE: 04/14/2023 PROJECT NO: 40748.043.03

DESIGNED BY: AJF  
DRAWN BY: AJF  
CHECKED BY: RDV  
SCALE: AS SHOWN

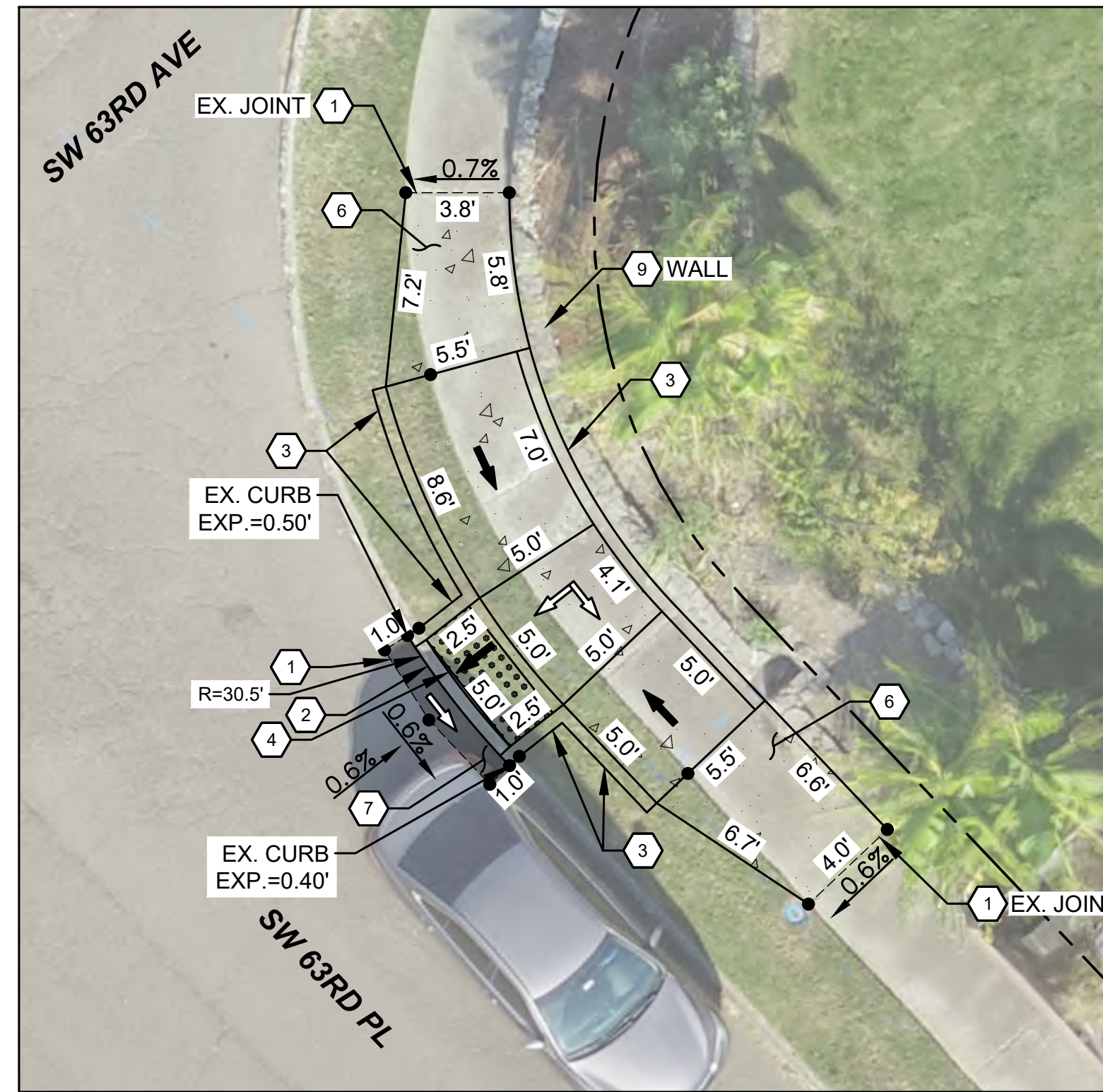
CLACKAMAS COUNTY  
SOUTHWOOD PARK ADA RAMPS

CURB RAMP DETAILS  
63RD AVE & DOUGLAS DR

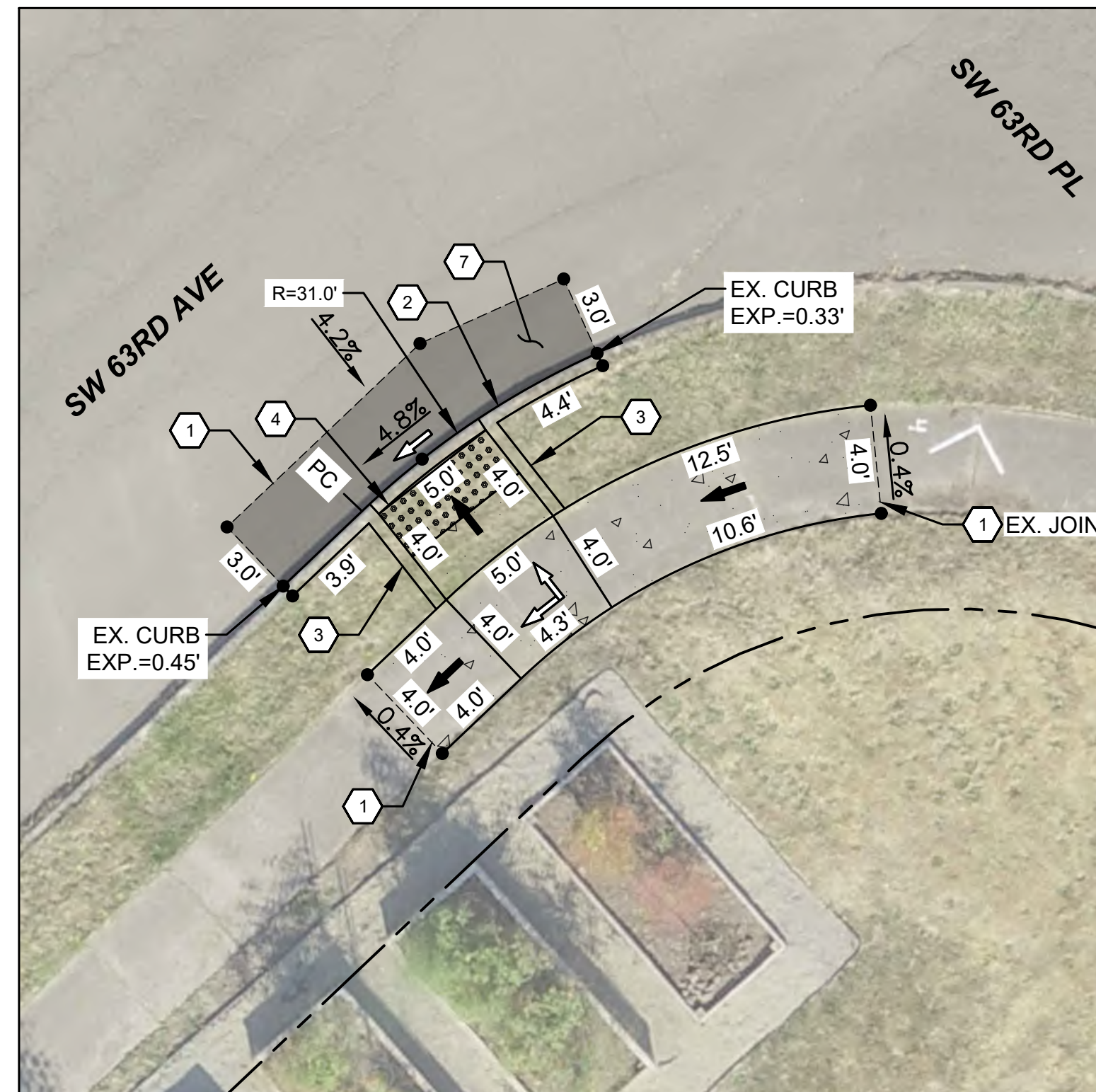
DRAWING NO.  
**C2.4**  
SHEET NO.  
6 OF 9



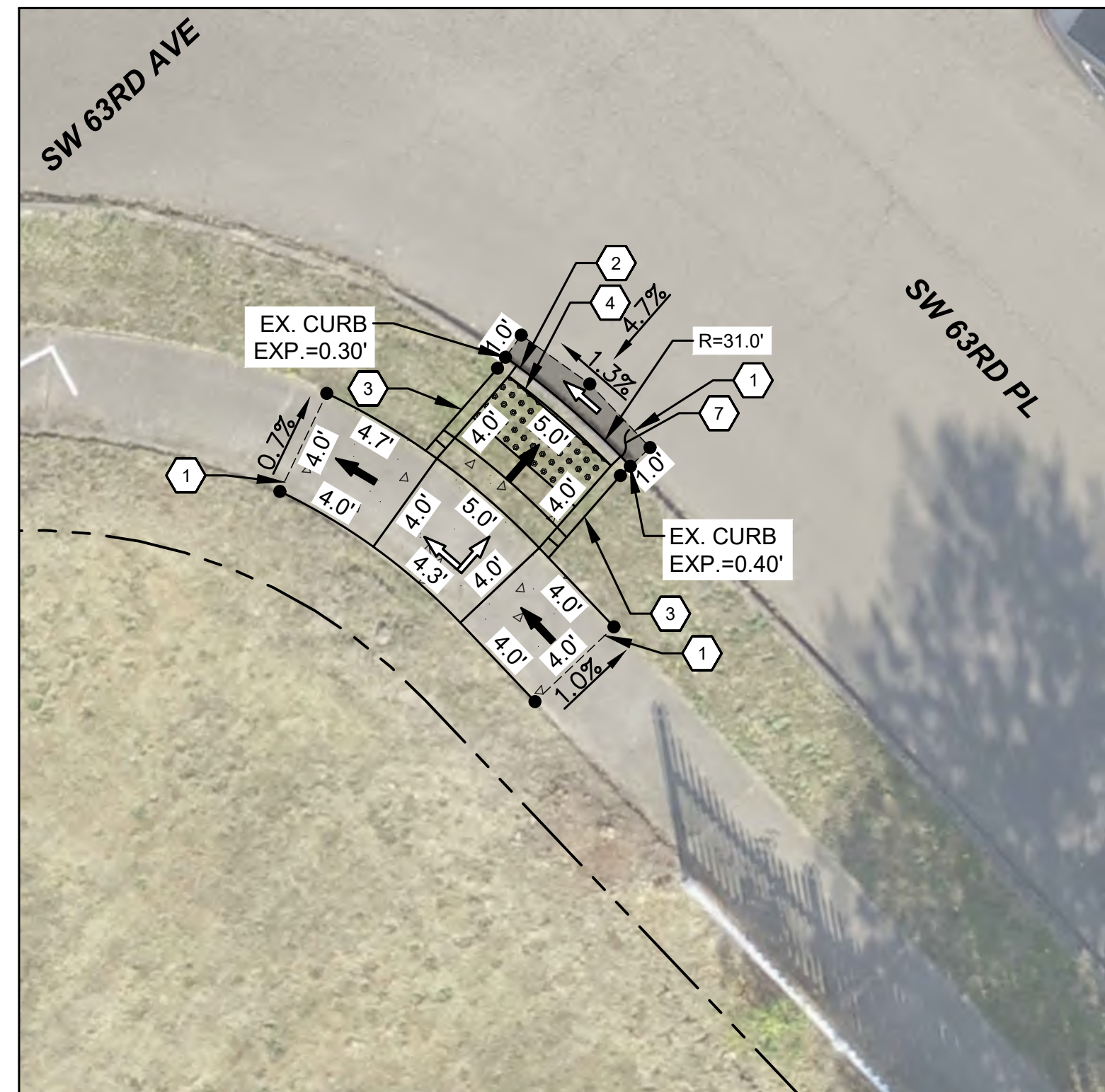
NW CORNER - COMBINATION RAMP  
1" = 5'



NE CORNER - COMBINATION RAMP  
1" = 5'



SW CORNER - COMBINATION RAMP  
1" = 5'



SE CORNER - COMBINATION RAMP  
1" = 5'



INTERSECTION OVERVIEW  
1" = 30'

GENERAL NOTES

1. MATCH EXISTING FLOWLINE ELEVATIONS TO THE MAXIMUM EXTENT FEASIBLE. IF CHANGES TO FLOWLINE ELEVATIONS ARE DEEMED NECESSARY, ENSURE PROPER DRAINAGE IS MAINTAINED.
2. ALL SLOPE ARROWS ARE POINTED IN THE DOWNWARD DIRECTION.
3. DURING CONSTRUCTION, RAMP LENGTHS MAY BE MODIFIED AS NEED TO SATISFY ADA SLOPE REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH ENGINEER IF ANY DIMENSIONS DEVIATE FROM WHAT IS SHOWN IN THE PLANS.
4. THE PAVEMENT RESTORATION AREAS SHOWN ARE MINIMUM AREAS. CONTRACTOR SHALL EXPAND EXTENTS AS NEEDED IN ORDER TO MAINTAIN SLOPE TOWARDS THE FLOWLINE. COORDINATE WITH ENGINEER PRIOR TO ANY EXTENT MODIFICATIONS.
5. TRANSITION PANELS SHALL BE CONSTRUCTED WITH A MAXIMUM RATE OF CROSS SLOPE CHANGE OF 0.5% PER FOOT.
6. RESTORE ALL DISTURBED SURFACES TO PRE-CONSTRUCTION CONDITION OR BETTER. MATCH EXISTING SURFACING MATERIAL. BARK MULCH, CRUSHED ROCK, AND/OR TOPSOIL BENEATH SEEDING SHALL BE 4" THICK MINIMUM.

KEYED NOTES

- 1 SAWCUT EXISTING.
- 2 CONSTRUCT STANDARD CURB, SEE ODOT STD. DWG. RD700.
- 3 CONSTRUCT PEDESTRIAN CURB, SEE DETAIL 1 SHEET C3.1.
- 4 CONSTRUCT CURB RAMP WITH DETECTABLE WARNING SURFACE, RAMP TYPE AS SHOWN. SEE ODOT RD900 SERIES CURB RAMP DETAILS.
- 6 CONSTRUCT TRANSITION PANEL, SEE ODOT STD. DWG. RD722.
- 7 RESTORE EXISTING ROADWAY PAVEMENT PER "LOCAL" CLASSIFICATION, SEE CLACKAMAS COUNTY STD. DWG. C100.
- 9 PROTECT IN PLACE.

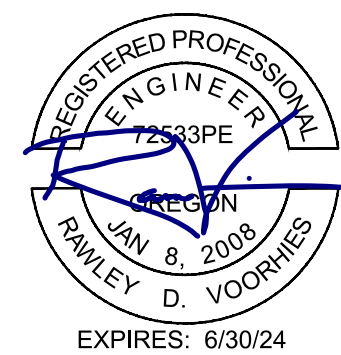
LEGEND

- TYPICAL CROSS SLOPE  
1.2% MAX DESIGN  
(2.0% MAX CONSTRUCTED)
- MODIFIED CROSS SLOPE  
4.0% MAX DESIGN  
(5.0% MAX CONSTRUCTED)
- RAMP RUNNING SLOPE  
7.5% MAX DESIGN  
(8.3% MAX CONSTRUCTED)
- DETECTABLE WARNING SURFACE
- MATCH EXISTING ELEVATION
- SAWCUT
- EXISTING SLOPE

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5500 MEADOWS ROAD, SUITE 250  
LAKE OSWEGO, OR 97035  
503.419.2130  
503.639.2710 FAX

DATE: 04/14/2023

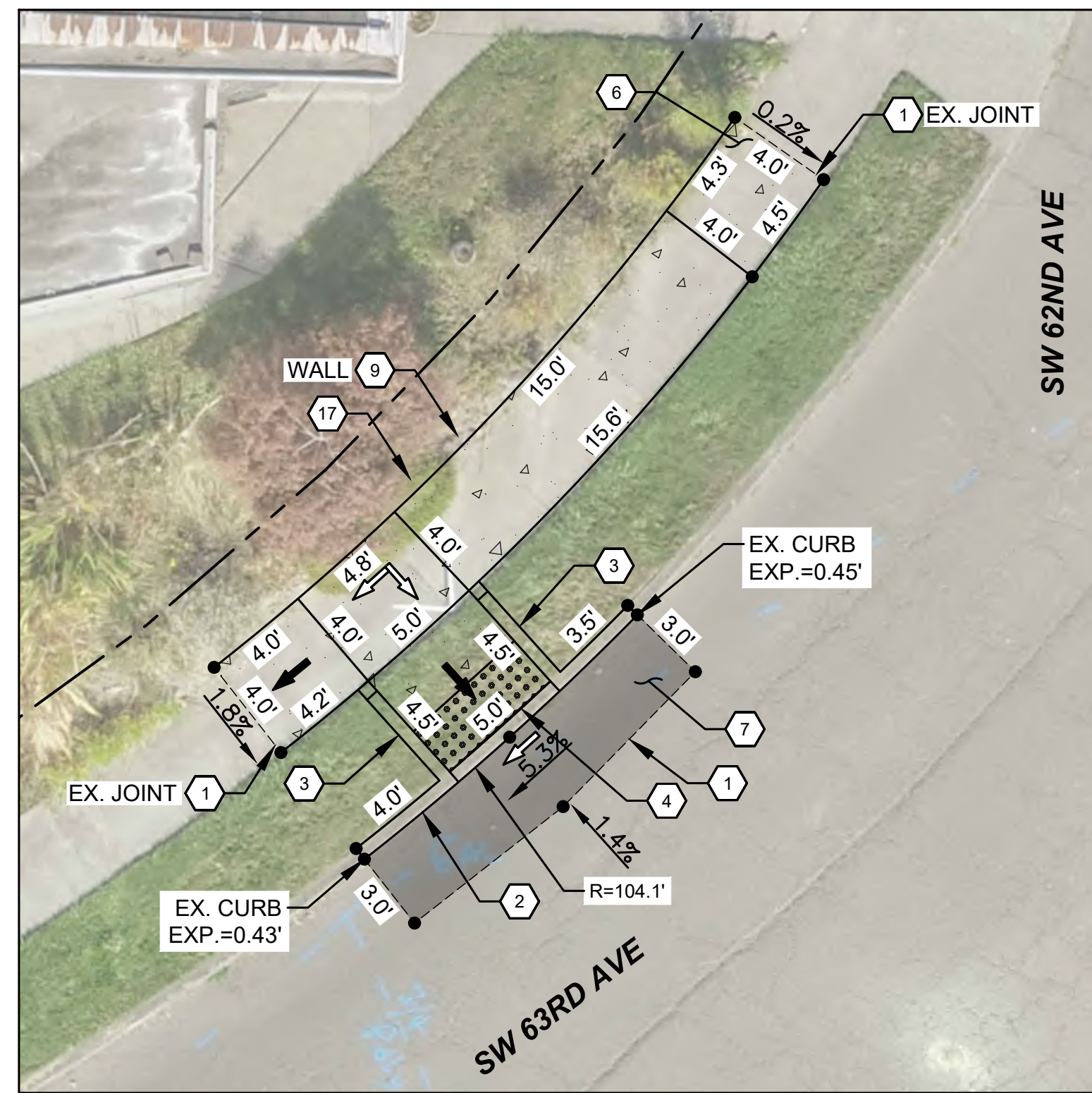
PROJECT NO: 40748.043.03

DESIGNED BY: AJF  
DRAWN BY: AJF  
CHECKED BY: RDV  
SCALE: AS SHOWN

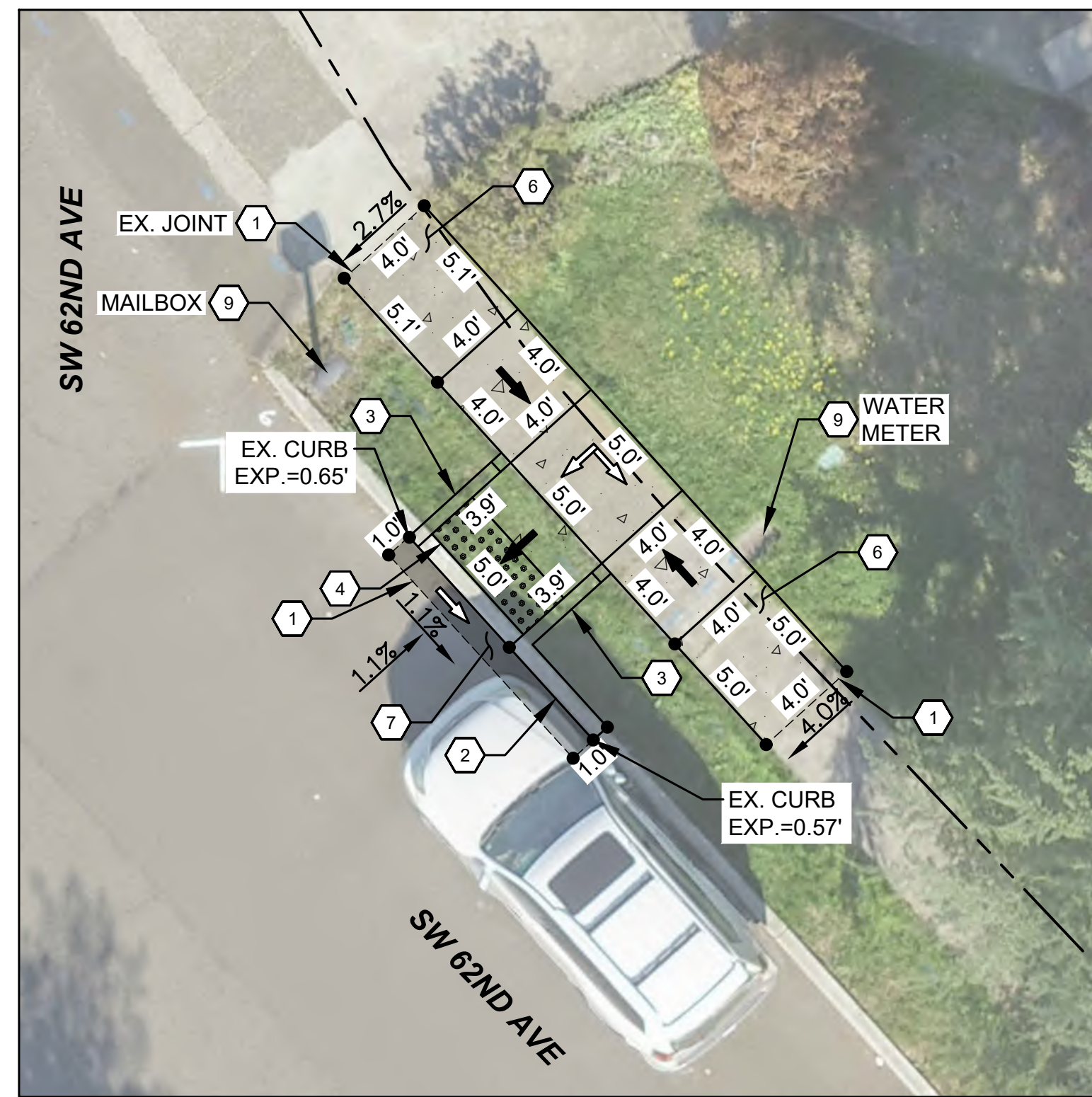
CLACKAMAS COUNTY  
SOUTHWOOD PARK ADA RAMPS

CURB RAMP DETAILS  
63RD AVE & 63RD PL

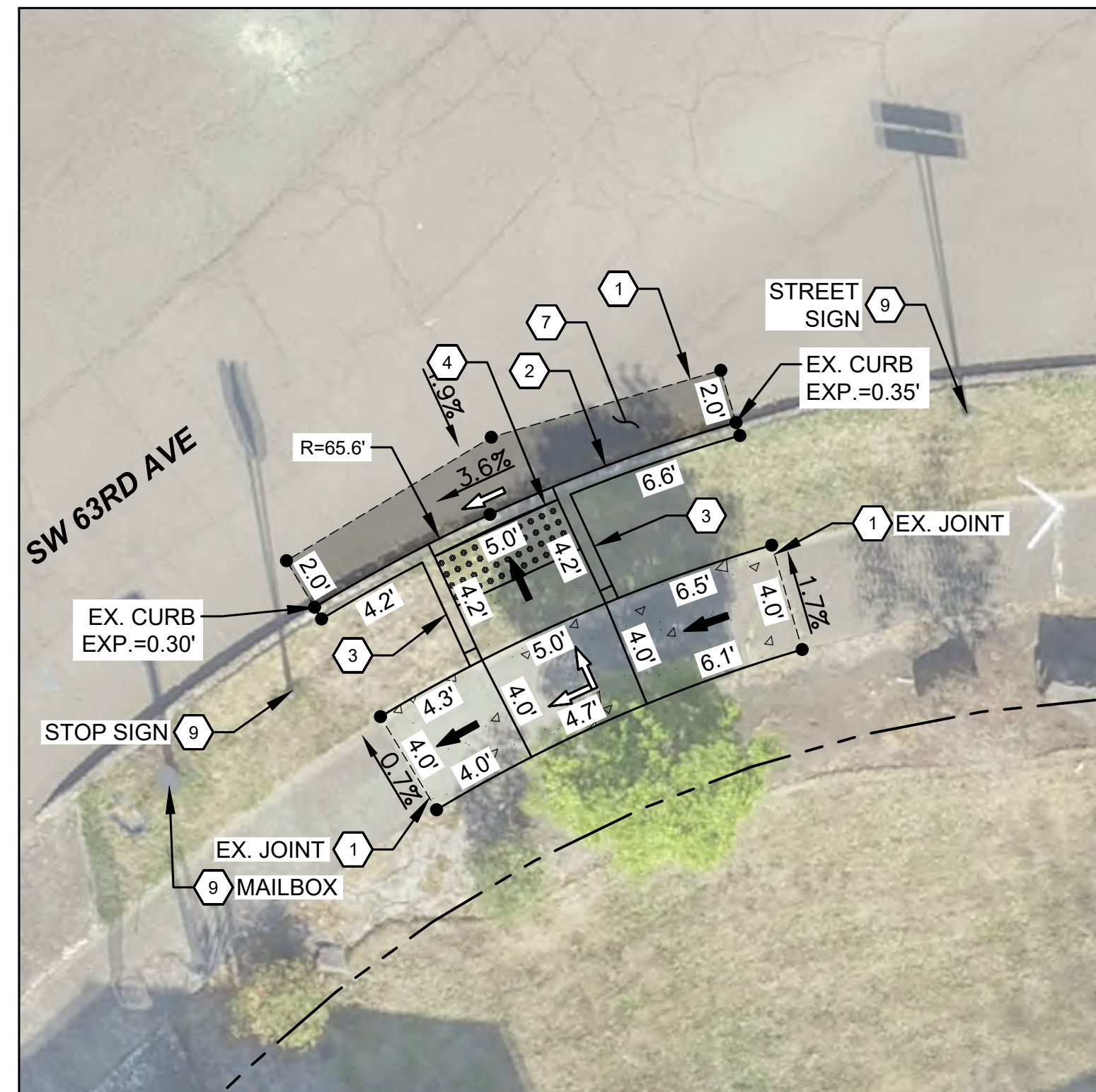
DRAWING NO. C2.5  
SHEET NO. 7 OF 9



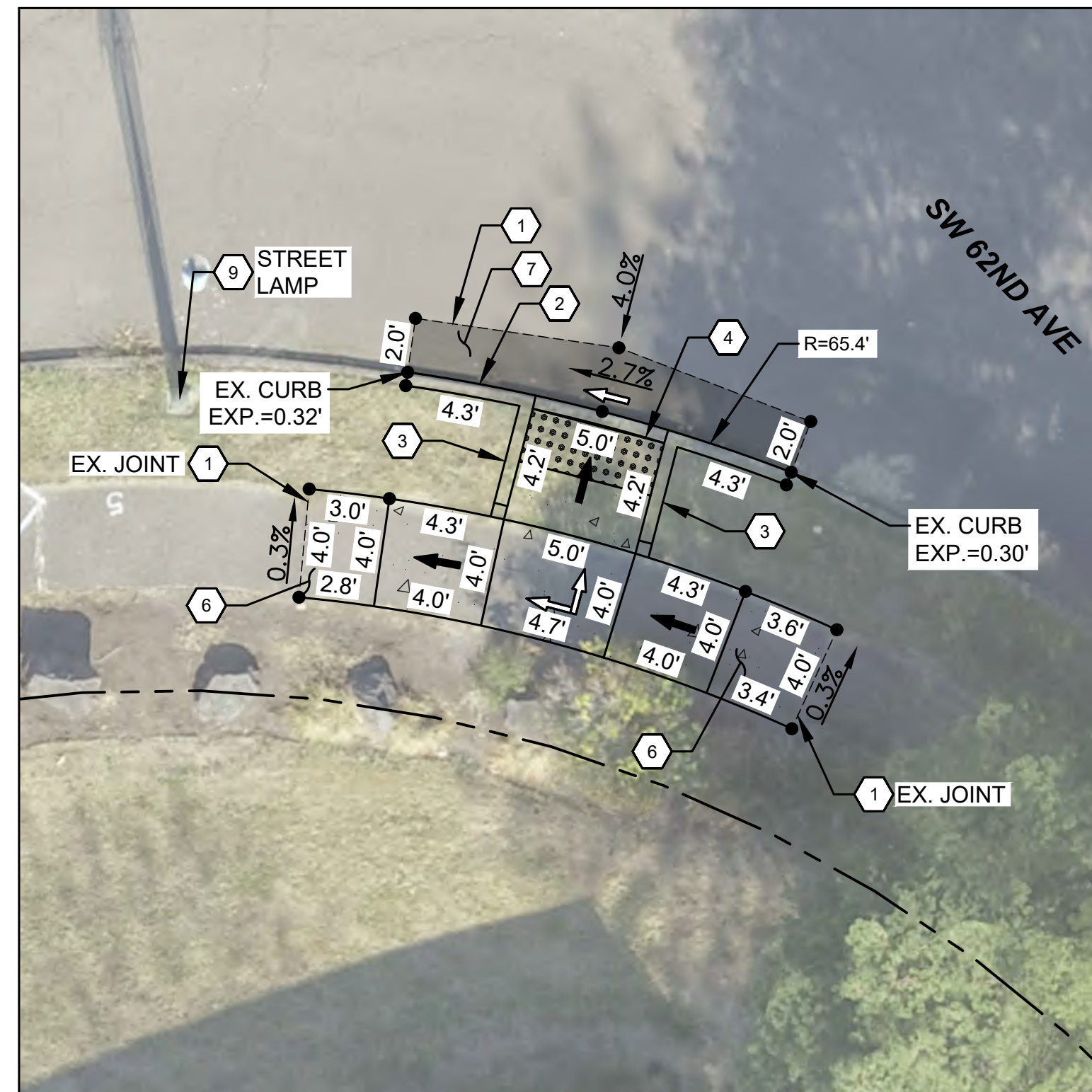
**NW CORNER - COMBINATION RAMP**  
1" = 5'



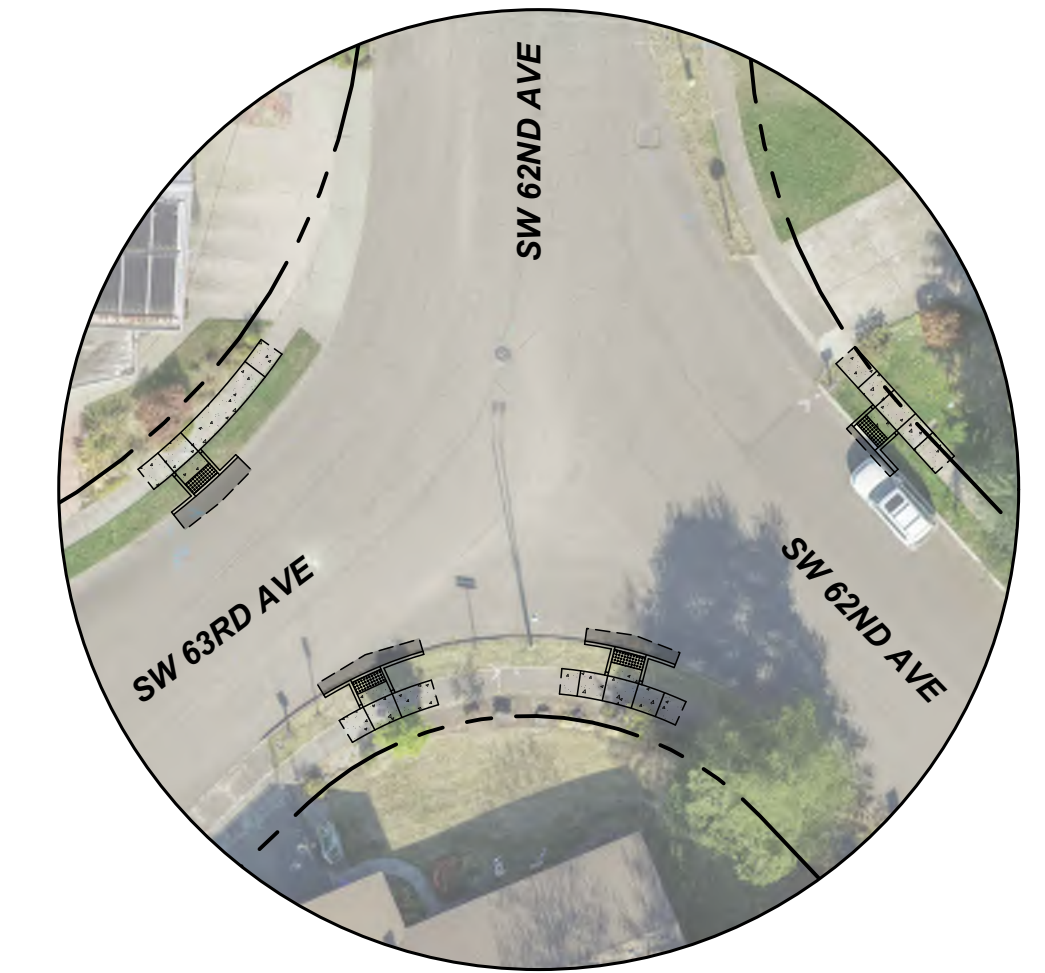
**NE CORNER - COMBINATION RAMP**  
1" = 5'



**SW CORNER - COMBINATION RAMP**  
1" = 5'



**SE CORNER - COMBINATION RAMP**  
1" = 5'



**INTERSECTION OVERVIEW**  
1" = 30'

**GENERAL NOTES**

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**LEGEND**

- ← TYPICAL CROSS SLOPE  
1.2% MAX DESIGN  
(2.0% MAX CONSTRUCTED)
- ← MODIFIED CROSS SLOPE  
4.0% MAX DESIGN  
(5.0% MAX CONSTRUCTED)
- ← RAMP RUNNING SLOPE  
7.5% MAX DESIGN  
(8.3% MAX CONSTRUCTED)
- DETECTABLE WARNING SURFACE
- MATCH EXISTING ELEVATION
- SAWCUT
- ←X.X% EXISTING SLOPE

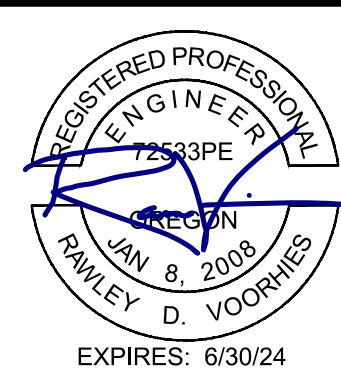
**KEYED NOTES**

- ① SAWCUT EXISTING.
- ② CONSTRUCT STANDARD CURB, SEE ODOT STD. DWG. RD700.
- ③ CONSTRUCT PEDESTRIAN CURB, SEE DETAIL 1 SHEET C3.1.
- ④ CONSTRUCT CURB RAMP WITH DETECTABLE WARNING SURFACE, RAMP TYPE AS SHOWN. SEE ODOT RD900 SERIES CURB RAMP DETAILS.
- ⑥ CONSTRUCT TRANSITION PANEL, SEE ODOT STD. DWG. RD722.
- ⑦ RESTORE EXISTING ROADWAY PAVEMENT PER "LOCAL" CLASSIFICATION. SEE CLACKAMAS COUNTY STD. DWG. C100.
- ⑨ PROTECT IN PLACE.
- ⑩ REMOVE AND REBUILD EXISTING ROCK WALL AS NEEDED.

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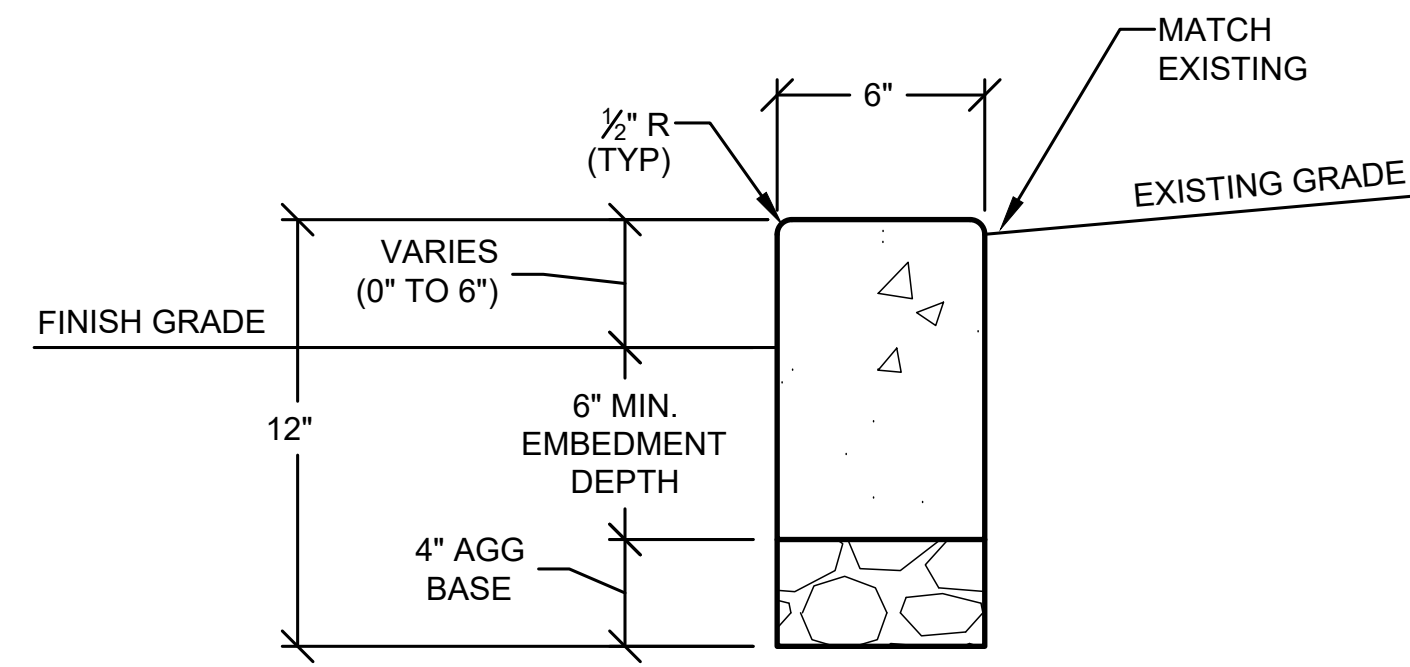
DATE: 04/14/2023 PROJECT NO: 40748.043.03

DESIGNED BY: AJF  
DRAWN BY: AJF  
CHECKED BY: RDV  
SCALE: AS SHOWN

CLACKAMAS COUNTY  
SOUTHWOOD PARK ADA RAMP

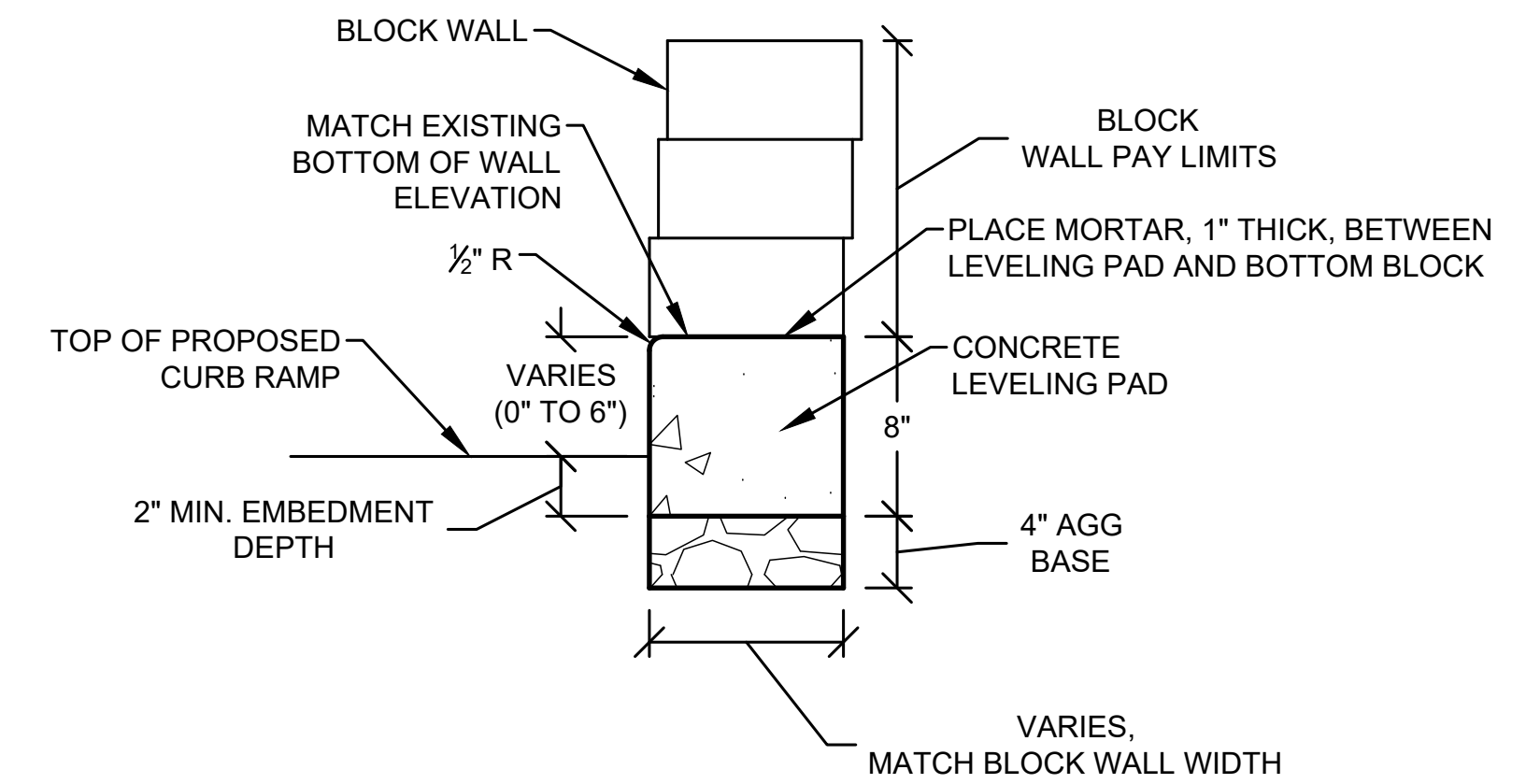
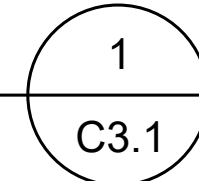
CURB RAMP DETAILS  
62ND AVE & 63RD AVE

DRAWING NO. C2.6  
SHEET NO. 8 OF 9



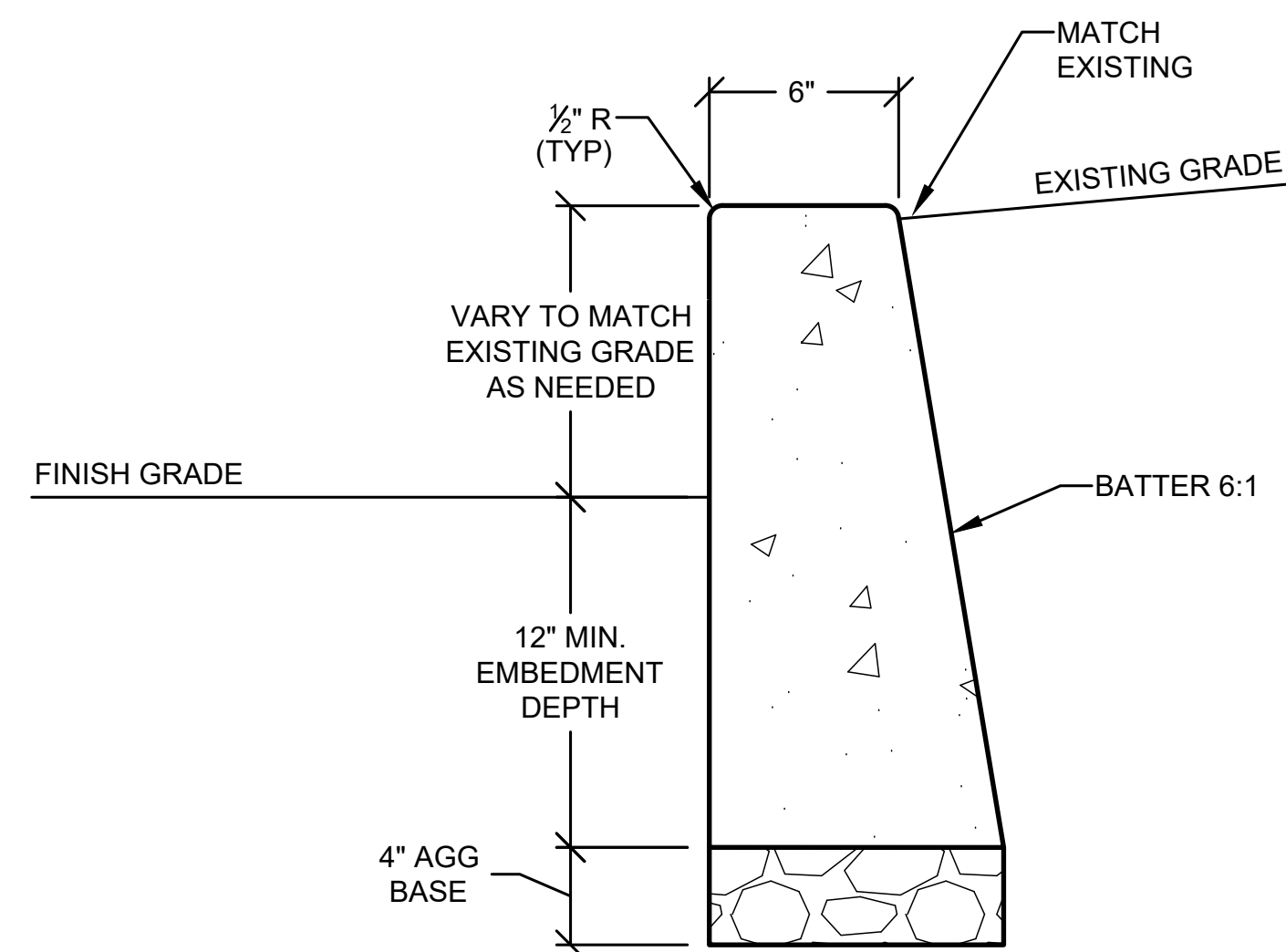
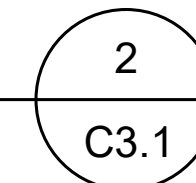
PEDESTRIAN CURB

N.T.S.



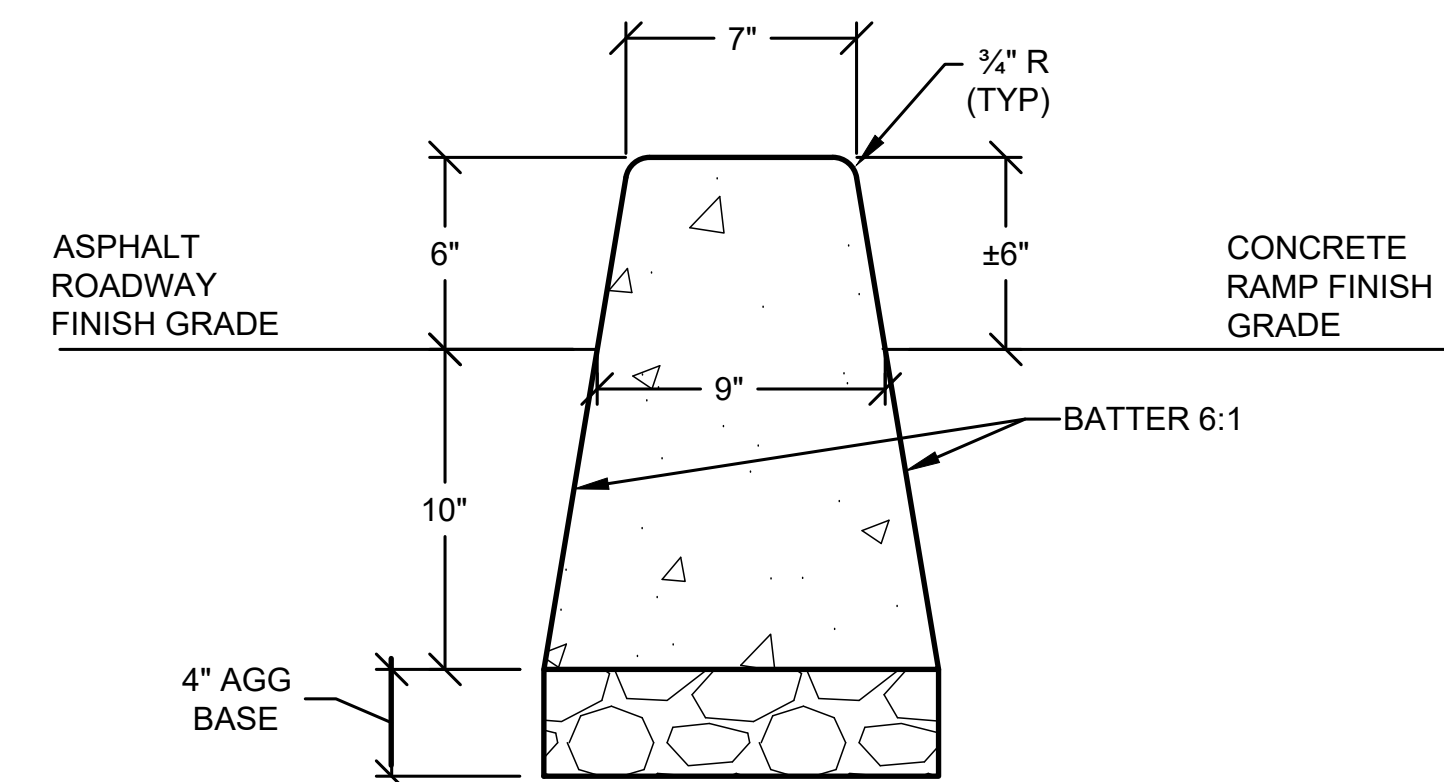
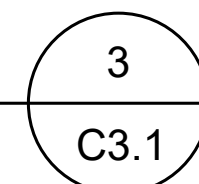
CONCRETE LEVELING PAD

N.T.S.



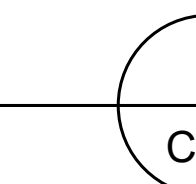
TALL CURB

N.T.S.



MODIFIED STANDARD CURB

N.T.S.



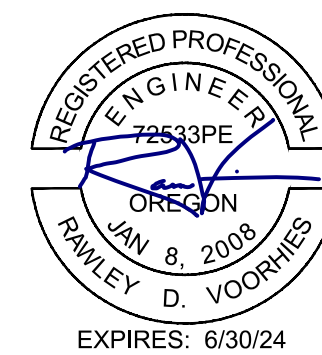
NOTES FOR ALL CURB DETAILS

1. CONSTRUCT CURB EXPANSION JOINTS AT POINTS OF TANGENCY, AT EACH COLD JOINT, AND AT LOCATIONS NECESSARY TO LIMIT SPACING TO 45 FEET.
2. CONSTRUCT CURB CONTRACTION JOINTS AT ENDS OF EACH CURB RAMP AND AT 15 FOOT MAX SPACING.

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LAKE OSWEGO, OR 97035  
503.419.2130  
503.639.2710 FAX

DATE: 10/05/2023

PROJECT NO: 40748.043.03

DESIGNED BY: AJF  
DRAWN BY: AJF  
CHECKED BY: RDV  
SCALE: AS SHOWN

CLACKAMAS COUNTY  
SOUTHWOOD PARK ADA RAMPS

DETAILS

DRAWING NO. C3.1  
SHEET NO. 9 OF 9