

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 29, 2023 BCC Agenda Date/Item:_____

Board of County Commissioners Clackamas County

Approval of a Contract with Eagle-Elsner, Inc., for the South Hillockburn Road Paving Project. Total value is \$655,000.00. Funding is through HB2017 Road Fund. No County General Funds are involved.

Previous Board	06/27/2023: Request for Consent			
Action/Review				
Performance	This project will provide strong infrastructure and ensure safe communities by			
Clackamas	maintaining the County's existing road infrastructure.			
Counsel Review	Yes Procurement Review Yes			
Contact Person	Jon Sparks	Contact Phone	503-650-3235	

EXECUTIVE SUMMARY:

This contract will resurface approximately 1.6 miles of South Hillockburn Road from Oregon Highway 211 to South Horner Road with asphalt. South Hillockburn Road is classified as a collector and has an average daily traffic of about 700 vehicles per day. This contract will include, but not be limited to: placing approximately 3,700 tons of asphalt; grinding about 2,500 square yards of asphalt; completing guardrail modifications; completing pavement repairs of varying depth; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on April 19, 2023. Bids were publicly opened on May 5, 2023. The County received five (5) bids: North Santiam Paving Co., \$872,683.00, Eagle-Elsner, Inc., \$655,000.00, Knife River Corporation - Northwest, \$757,390.50, KNL Industries, Inc., \$743,225.00 and Brix Paving Northwest, Inc., \$847,390.00. After review of the bids, Eagle-Elsner, Inc., was determined to be the lowest responsive bidder.

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RECOMMENDATION: Staff recommends that the Board approve this public improvement contract with Eagle-Elsner, Inc., for the South Hillockburn Road paving project.

Respectfully submitted,

DanJohnson

Dan Johnson Director of Transportation & Development



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

Contract #8076

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

Project Name: # 2023-35 South Hillockburn Road Paving Project

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **Six Hundred Fifty-Five Thousand Dollars (\$655,000.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted for Alternates, 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
- Addenda 1

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Hillockburn Paving Package Clackamas County Department of Transportation and Development Clackamas County, Oregon (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 <u>Dave Elsner</u> 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 <u>Jon Sparks</u> 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 ou
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: <u>Jay Campuzano</u> shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: <u>Dave Elsner</u> shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: <u>Dave Elsner</u> shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: <u>Jay Campuzano</u> shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

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

SUBSTANTIAL COMPLETION DATE: August 25, 2023 FINAL COMPLETION DATE: December 31, 2023

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 Subsubcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.
- 5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- 5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

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

- 5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.
- 5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.
- 5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

6. Responsibility for Damages/Indemnity.

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

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract

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

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

8. Confidential Information.

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

9. Counterparts.

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

10. Integration.

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

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

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include,

but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
 - 11.1.1. \$ 700 per Calendar day past the Substantial Completion date, as set forth in section 00180.85 (b)
- 11.2 Liquidated damages shall also include the following:
 - 11.2.1. \$500 per 15 minutes, or for a portion of 15 minutes, per lane, as set forth in 00180.85 (c);
 - 11.2.2. \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes, as set forth in 00180.85 (d).
 - 11.2.3 \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway, as set forth in 00180.85(e).
- 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.

Signature page to follow.

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

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

Contractor CCB # 27112 Expiration Date: 4/2/2024

Oregon Business Registry # 135009-13 Entity Type: DBC

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.

State of Formation: Oregon

Eagle-Elsner, Inc.		Clackamas County	
Authorized Signature	6/7/2023		
Authorized Signature	Date	Chair	Date
RICHARD EAGLE	PRES.		
Name / Title Printed		Recording Secretary	
		APPROVED AS TO FORM	
		by	06/13/2023
		County Counsel	Date



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

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CLACKAMAS COUNTY NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2023-35 South Hillockburn Road Paving Project April 19, 2023

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **South Hillockburn Road Paving Project** until **May 9, 2023, 3:00 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/bso/view/login/login.xhtml, Document No.S-C01010-00006609.

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, <u>Bid Locker</u>. *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: \$718,923.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at TWhitley@clackamas.us

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

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

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, April 5, 2023 which can be downloaded at the following web address: 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: # 2023-35 South Hillockburn Road Paving 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 Asphalt Concrete Paving (ACP), Temporary Traffic Control (TTC) and Pavement Markings (PAVE).
- 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/86040812465

Meeting ID: 860 4081 2465 One tap mobile +12532158782,,86040812465# US (Tacoma) +13462487799,,86040812465# US (Houston)

Dial by your location

- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 408 638 0968 US (San Jose)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US

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+1 253 205 0468 US
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- +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
- +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

Meeting ID: 860 4081 2465

Find your local number: https://clackamascounty.zoom.us/u/keuSXqXiOG

**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: EAGLE - ELS NER INC.
Project Name: # 2023-35 South Hillockburn Road Paving Project

Total Contract Amount: 655, 000 -

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work ((DOW) to be self-performed. Good Faith Efforts are otherwise required.
DOW BIDDER WILL SELF-PE	RFORM (GFE not required)
all work except	Franking mararal.
arinaura + 9	tribunas 0

PRIME CONTRACTOR SHALL DISCLOSE AND LIST <u>ALL</u> SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("MW/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.

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor		
Nome A make a transfer of the second			MBE	WBE	ESB
Name A plus Flagging Address P.O. BOX 123 City/St/Zip AumsVille, OR 97325 Phone# (503) 749-2211 OCCB# 218368	Flagging	\$58.85/ HR		×	
Name HATCH WESTERN Address PO BOX 4070 City/St/Zip WILSOMVILLE, OR 97070 Phone# (503) 563-6234 OCCB# 63338	GRINDING	25, 730-			
Name DIRTY AGGREGATE Address 20905 NE SANDY BLVD. City/St/Zip FAIRVIEW, OR 97024 Phone# (503) 661-5093 OCCB# 26599	GUARD KAIL	17,750-			
Name SPM Address (1095 SW INDUSTRIAL W) City/St/Zip TVALATTN, OK 97062 Phone# (503) 885-0420 OCCB# 238621	Y STRIPING	23,793-			

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

Prime Contractor: EAGIE-ELSNER, INC Project: # 2023-35 South Hillockburn Road Paving Project

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

NAME OF M/W/ESB	Divisions of Work	Date Sollicitation	PHONE CONTACT		BID ACTIVITY Check Yes or No		REJECTED BIDS (if bid received & not used)			
SUBCONTRACTOR	(Painting, electrical, landscaping, etc.)	Letter / Fax Sent	Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	Notes
PARKING LOT	STRIPING		4.2023	KIDANE	☐ Yes ☐ No	F Yes	Yes No			BUSINESS IS
DT STRIPINGS	STRIPING		5.3.23	FOR DOWNIE	10.6401	Γ Yes ▼No	「 Yes No			EMAILED PLANS TO DONNIE 5.3.2
CEI VENTURES	STRIPING		5.3.23	1	「 Yes	r Yes No	Yes No			JOB 15-TO
At TURGING	RAFFIC CONT FLAGGING	OL !	5.3.23	MEADOW	Yes No	Yes No	√ Yes /	TBD		THR AWAY EMAILED PLANS TO MEADUN 53.2
C.O.A.T.	RAFFIC COINT FUNGING	50.J	5.3.23	BRIAN & MATTHEW	Γ Yes Γ√Nο	Yes No	√Yes No			BUSINESS IS TO BUSY
HIGH OVALITY TRAFFIC CONTR	FLAGGING		5.3.23		√Yes □ No	Yes No	Yes		TO EXPENSIVE	TO SHELLY 5.3.

Yes

□ No

Yes

□ No

T Yes

□ No



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2023-35 South Hillockburn Road Paving Project

	, as "Principal	12 1	
(Name of Principal)			
and Western Surety Company (Name of Surety)	, an _So	outh Dakota	_ Corporation,
authorized to transact Surety business in ourselves, our respective heirs, executors, Clackamas County ("Obligee") the sum of (\$	administrators, su	r," hereby jointly iccessors and a	and severally bind ssigns to pay unto
Ten Percent of Total Amount Bid ***			dollars.
WHEREAS, the condition of the obligation of bid to an agency of the Obligee in response project identified above which proposal or bid required to furnish bid security in an amount pursuant to the procurement document.	to Obligee's procur is made a part of the	ement document is bond by refere	(No. 2023-35) for the nce, and Principal is
NOW, THEREFORE, if the Obligee shall accordance into a Contract with the Obligee in accordance as may be specified in the bidding or Contract performance of such Contract and for the prosecution thereof, or in the event of the fail bond or bonds, if the Principal shall pay to the between the amount specified in said bid and faith contract with another party to perform the null and void, otherwise to remain in full force	e with the terms of so Documents with go prompt payment of ure of the Principal e Obligee the different d such larger amount the Work covered by	uch bid, and give od and sufficient labor and mate to enter such Coence not to exceent for which the C	such bond or bonds surety for the faithful rial furnished in the ntract and give such d the penalty hereof Obligee may in good
IN WITNESS WHEREOF, we have caused	this instrument to b	pe executed and	sealed by our duly
authorized legal representatives this 3rd	day of	May	, 20 <u>23</u> .
Principal: Eagle Elsner, Inc.	Surety: Western Sure	ety Company	
By: Signature	By: Attorney-In-Fact	Vista Ma	the
PREGIDENT	Vicki Mather		
Official Capacity		Name	
Attest: MM MWWW	PO Box 28067		77.5
Corporation Secretary		Address	
•	Portland, OR 9722 City		7in
	•	State	Zip
	503-431-3145 Phone	<u>503-</u> Fax	<u>431-3150</u>

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.

WESTERN SURETY COMPANY



State of South Dakota
County of Minnehaha

SS

On this 4th day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Pu

M Bent

CERTIFICATE

I, L Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of May, 2023.



WESTERN SURETY COMPANY

J. Relson/ L. Nelson, Assistant Secretary

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2023-35 South Hillockburn Road Paving Project BID CLOSING: May 9, 2023, 3:00 PM, Pacific Time BID OPENING: May 9, 2023, 3:05 PM, Pacific Time
FROM: EAGLE-ELSNER, INC.
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; or
X c. A corporation organized under the laws of the State of OKEGON; or
d. A limited liability corporation organized under the laws of the State of;
and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:
Six Hundred Fifty-Five Thousand even Dollars (\$ 655,0000)
and the Undersigned agrees to be bound by the following documents:
 Notice of Public Improvement Contract Opportunity Instructions to Bidders Bid Bond Supplemental Instructions to Bidders Bid Form
 Public Improvement Contract Form Prevailing Wage Rates Plans, Specifications and Drawings 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

The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special

Clackamas County Contract Form B-5 (2/2023)

Provisions for Hillockburn Paving Package.

Schedules with Bid.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of Alternatives (if any).
6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:
WESTERN SURETY
(name of surety company - not insurance agency)
The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.
7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.
8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.
9. The undersigned NHAS, HAS NOT (check one) paid unemployment or income taxes in Oregon within the past 12 months and NOES, 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 27/12. 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

The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of

ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

the State of Oregon, its Worker's Compensation Insurance provider is SAIF CORP.

Policy No. 810540, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive: TAY CAMPUZANO,	Cell Phone: (971) 235-7189,
Project Manager: DAVE ELSNER,	Cell Phone: (971) 235-457/
Job Superintendent: DAVE ELSNER,	Cell Phone: (471) 225-4571
Project Engineer: JAY CAMPUZANO,	Cell Phone: (471) 235-457, Cell Phone: (471) 235-7189

- 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 FIF	MS	EAGLE-ELSNER, INC.
ADDRESS		P.O. BOX 23214
		TIGARD, OR 97281
TELEPHONE	NO	(503) 628-1137
EMAIL	DI	CKPEAGLE-ELSNER.COM
SIGNATURE	1)	Sole Individual
or	2)	Partner
or	3)	Authorized Officer of Employee of Corporation

**** END OF BID ****

South Hillockburr	Road	Paving	Project
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•	
Summer	2023

page 1 of 2

44 41			Suitilli	EI 2023		page 1 of
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
		TURES AND APPURTENANCES				
100		EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	\$7,500.00	750000
101		MOBILIZATION	LS	1	22309=	22,309 00
102	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	30,000=	30,0000
103	00222	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	2	150000	3,000 00
104	00222	TEMPORARY PROJECT INFORMATION SIGNS	SF	30	30 €	90000
105	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	950	250	237500
106	00225	TEMPORARY REMOVABLE TAPE	FOOT	400	360	1200 =
107	00280	EROSION CONTROL PLAN	LS	1	1,0000	1,0000
108	00290	POLLUTION CONTROL PLAN	LS	1	1.0000	1,000 00
EMPOR	RARY FEAT	TURES AND APPURTENANCES - SUBTOTAL				69,284°
No.	Charles and the					7,207-
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109	00310	ASPHALT PAVEMENT SAW CUTTING	FOOT	600	260	1560-
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						/360-
EWERS	AND STR	UCTURES	SOMEON AND ADDRESS OF SELECTION AND ADDRESS.			
110	00490	INSTALL CAST IRON MONUMENT BOXES	EA	2	1,000 00	2,000,5
EWERS	AND STR	UCTURES - SUBTOTAL	- CA		7,000 -	
						2,000=
ASES						
111	00620	COLD PLANE PAVEMENT REMOVAL, 0-2 INCH DEEP	SQYD	3.500		
112		AGGREGATE SHOULDERS (1 1/2"-0)		2,500	790	18,5000
113		AGGREGATE APPROACH: AGGREGATE BASE	TON	800	4400	35,200 €
ASES - S	UBTOTAL		ION	50	10000	5,000 ==
	10000		SESSESSESSESSESSESSESSESSES	Studentalarna	PERSONAL PROPERTY OF THE PROPERTY OF	78,700 =
/EARIN	G SURFAC	en de la composition de la composition LES				
114		LEVEL 2, 1/2 INCH ACP			_ _	
115		4 INCH ASPHALT CONCRETE PAVEMENT REPAIR	TON	3,600	/05≌	378,000 =
116		16 INCH SUBGRADE STABILIZATION REPAIR	SY	1,750	37∞	64.750°
117		EXTRA FOR ASPHALT APPROACHES	SY	150	110 00	16,5000
		ES - SUBTOTAL	EA	53	46500	Z4,645°
	- コロハド州し	LJ-JUDIUIAL				483,8950

South Hillockburn Road Paving Project		Summer 2023			page 2 of 2	
PERMA	NENT TRA	AFFIC CONTROL				page 2 01 2
118	00812	GUARDRAIL MODIFICATION @ 10+50 LEFT	LS	1	15,0000	15,00000
119	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	250	20%	5.000 =
120	00866	DRIBBLE LINE, SPRAYED, SURFACE	FOOT	8,300	017	1,41/00
121	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	FOOT	41,000	035	143500
122	00867	PAVEMENT BAR, TYPE B-HS	SQFT	200	19=	3,8∞ ∞
PERMA	NENT TRA	FFIC CONTROL - SUBTOTAL				39,5619
TOTA	100 23 013					
. 017	<u>-</u>					55 000 °°

655,00000

Total Price _	Six Hundred Fifty-Five Thousand		Dollars and
_	<i>N</i> ∘		Cents
Name of Firm_	EAGLE-ELSNER, INC.		•
Name (Print) _	KICHARD EAGLE		•
Signature _	Richard Eagle, Fres	5/9/2023	}
		Date	eë.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM PROJECT: #2023-35

South Hillockburn Road Paving Project

BID OPENING: May 9, 2023, 3:00 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 <u>MUST</u> 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.

1.	SUBCONTRACTOR NAME	DOLLAR VALUE 25.730 -	CATEGORY OF WORK
2. 3.	SPM INTERCHANGE	17.750-	GUARDRAIL
4. 5.			
5. 5.			

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

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

Firm Name: EAGLE - 8	ELSNER, U	10.	
Bidder Signature:	Easle Pres	Phone # (503) 63	28-1137
	, ,		



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.:	30189327	
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Solicitation: #2023-35

Project Name: South Hillockburn Road Paving Project

Western Surety Company (Surety #1)	Bond Amount No. 1:	\$ 655,000.00
(Surety #2)*	Bond Amount No. 2:*	\$
* If using multiple sureties	Total Penal Sum of Bond:	\$_655,000.00

We, ____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) _Six Hundred Fifty Five Thousand & No/100---\$655,000.00) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

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

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

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

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

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

Dated this	day of _	June	, 20_23
		PRINCIPAL:	Eagle Elsner, Inc.
		By: Attest:	Signature Per Jent Capacity Official Capacity Corporation Secretary
			estern Surety Company
		[Add signature	s for each if using multiple bonds]
		BY ATTORNI	
		[Power-of-Atto	orney must accompany each bond]
		Gloria Bruning	
		Mori	Name Name
		PO Box 2808	Signature
		Portland, OR 9	Address 7208
		City	State Zip

Phone

Fax

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

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

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

CE

CERTIFICATE

M. Bent, Notary Public

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of 1000 . 1000

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WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

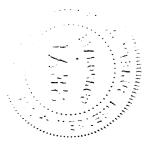
orm F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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





Bond No.:

* If using multiple sureties

CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Project Name: South Hillockburn Road Paving Project					
Western Surety Company (Surety #1) (Surety #2)*	Bond Amount No. 1: Bond Amount No. 2:*	\$ <u>655,000.00</u>			

We, Eagle Elsner, Inc.

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) Six Hundred Fifty Five Thousand and No/100--(\$655,000.00) (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

Total Penal Sum of Bond:

655,000.00

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:

SEALED BY OUR DULY AUT	HORIZED	LEGAL REPRES	ENTATIVES:	
Dated this	_day of _	June	, 2023	
		PRINCIPAL: Eagle Elsner, Inc.		
		By: Attest:	Signature Fresidast Official Capacity Corporation Secretary	
		SURETY: Western Surety Company [Add signatures for each if using multiple bonds] BY ATTORNEY-IN-FACT: [Power-of-Attorney must accompany each bond]		
		Gloria Bruning	Name Suns Le	
		PO Box 2808	Signature \(\) Address	
		Portland, OR 9		
		City 503-224-2500	State Zip 503-224-9830	

Phone

Fax

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

Faul T. Bollet

State of South Dakota County of Minnehaha } s:

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

My commission expires

March 2, 2026

M. BENT
WOTARY PUBLIC (A)

CERTIFICATE

7. Bent M. Bent, Notary Public

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$

SEAL STANSON

WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

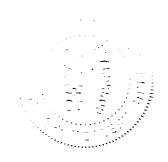
Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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





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

PROJECT: #2023-35 South Hillockburn Road Paving Project

Project Background:

This paving package will resurface approximately 1.5 miles of road. This contract will resurface South Hillockburn Road from Hwy 211 to south Horner Road.

This contract will resurface a portion of South Hillockburn Road from Oregon Highway 211 to South Horner Road with asphalt. South Hillockburn Road is classified as a collector and has an average daily traffic of about 700 vehicles per day.

This contract will include, but not be limited to: placing approximately, 3,700 tons of asphalt; grinding about 2,500 square yards of asphalt; completing guardrail modifications; completing pavement repairs of varying depth; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Engineers Estimate: \$718,923.00

Key Dates:

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

Substantial Completion: August 25, 2023 Final Completion: December 31, 2023

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

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

SPECIAL PROVISIONS FOR HILLOCKBURN PAVING PACKAGE, dated SUMMER 2023 (55 Pages)

CLACKAMAS COUNTY SOUTH HILLOCKBURN ROAD PAVING PROJECT Drawing Set, Sheets No. 1-14 (14 Pages)

SPECIAL PROVISIONS

FOR

HILLOCKBURN PAVING PACKAGE

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CLACKAMAS COUNTY, OREGON

Asphalt Paving & Oiling, Temporary Traffic Control, and Pavement Markings

Summer 2023



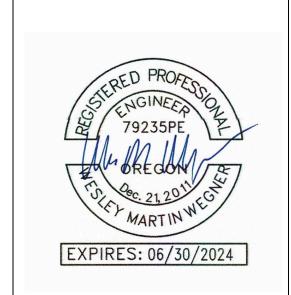
HILLOCKBURN PAVING PACKAGE

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT SPECIAL PROVISIONS

FOR

HILLOCKBURN PAVING PACKAGE

PROFESSIONAL OF RECORD CERTIFICATION(s):



I certify the Special Provision Sections listed below are applicable to the design for the Hillockburn Paving Package.

Sections:

00210, 00220, 00221, 00222, 00223, 00224, 00225, 00280, 00290, 00310, 00330 00440, 00470, 00480, 00490, 00620, 00641, 00730, 00745, 00748, 00749, 00810, 00812, 00840, 00850, 00855, 00866, 0867, 02001, 02050, 02080, 02190, 02440, 02450, 02640, 02690, 002820 and 02910.

Date Signed: <u>3/31/2023</u>

SPECIAL PROVISIONS

WORK TO BE DONE

HILLOCKBURN PAVING PACKAGE, CLACKAMAS COUNTY, OREGON

The Hillockburn Paving Package is an asphalt paving contract. This paving package will resurface 1.56 miles of road.

This contract will resurface S Hillockburn Rd between Oregon Highway 211 and S Horner Rd with asphalt. S Hillockburn Rd has an average daily traffic of 700 vehicles per day and is classified as a collector.

This contract will include, but not be limited to: placing approximately, 3,700 tons of asphalt; grinding about 2,500 square yards of asphalt; completing guardrail modifications, completing pavement repairs of varying depth, placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The estimate for this contract is \$735,000.

APPLICABLE SPECIFICATIONS

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

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

CLASS OF PROJECT

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

CLASS OF WORK

Asphalt Concrete Paving and Oiling (ACP)

Temporary Traffic Control (TTC)

Pavement Markings (PAVE)

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
- ODOT Construction Section
 - www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section Qualified Products List (QPL)
 - www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- Oregon Legislative Counsel
 - www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives sos.oregon.gov/archives/Pages/default.aspx
- ODOT Traffic Control Plans Unit 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

00120.10 Bid Booklet - In the paragraph that begins "The Bid Section includes all pages after...", add the following bullet to the bullet list:

 Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by ORS 279A.112 (House Bill 3060, 2017)

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.

00120.68 Mistakes in Bids – Replace with the following:

00120.68 Mistakes in 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.

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.

00130.80 Project Site Restriction- Replace the paragraph that begins "Until the Agency sends...", with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment or workers onto the Project Site.

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.

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(a) General – Delete this subsection.

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will:

Provide copies of plans and specifications.

Perform measurements and calculations for pay quantities.

Perform final "as constructed" measurements.

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

The Contractor shall be responsible to furnish all field controls for setting principal lines, grades, and measurements as needed to construct the Work as indicated in the Contract Documents.

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:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after Contract is awarded to verify all Utilities involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Coordinate Project construction with Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. 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;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- 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 conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues;
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the

Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

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

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

00150.70 Detrimental Operations – Add the following:

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

END OF SECTION

SECTION 00160 – SOURCE OF MATERIALS

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

00160.05 Qualified Products List (QPL) - Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The PL is available from ODOT's Construction Section website at:

http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/index.aspx

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The

Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

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:

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

The Contractor shall obtain and pay for a Clackamas County Road Closure Request for Temporary Road Closures when minor local streets are closed.

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".

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(a) Insurance Coverages - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance C Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liabil	lity \$1,000,000	(aggregate limit not required)

00170.70(d) Additional Insured - Add the following paragraph at the beginning of the section and add the bullets to the end of this subsection:

The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and their respective officers, agents, and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed 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

00170.79 Third Party Beneficiary – Replace the text of this section with the following:

• Third-party beneficiaries to the Contract include the Oregon Department of Transportation and its officers, agents, and employees.

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

Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The Contractor secures the written consent of the Contractor's Surety to the assignment;
 and
- The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

00180.21(a) Subcontracting - Add the following to the end of this subsection:

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

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.

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

The Contractor shall not begin On-Site Work before June 20, 2023, unless approved by the Engineer.

Add the following subsection:

00180.40(c) Specific Limitations - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	
Railway Work	00170.01(e)
On-Site Work	00180.40(b)
Contract Completion Time	00180.50(h)
Right-of-Way and Access Delays	
Traffic Lane Restrictions	00220.40(e)
Special Events	00220.40(e)
In-water Work Restrictions	
Noise Control	00290.32
Maintenance Under Traffic	
Opening Sections to Traffic	00744.51
Opening Sections to Traffic	

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

00180.42 Preconstruction Conference - Add the following:

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

Submit the following during the preconstruction conference unless otherwise directed:

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

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

- 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.
- <u>Portable Changeable Message Signs and Project Information Signs shall be in place</u> 2 weeks before the first substantial work activity commences on the project site.
- Conduct the work at all times in a manner and sequence that will insure minimal
 interference with traffic. The Contractor shall not begin work that will interfere with work
 already started. If it is in the County's best interest to do so, the County may require the
 Contractor to finish a portion or unit of the project on which work is in progress or to finish

- a construction operation before work is started on an additional portion or unit of the project.
- The Contractor will be notified in writing of the specified date to commence work and will not begin work until receipt of this Notice to Proceed. Upon the commencement of grinding, tilling, grading or paving operations on any one respective work site, all necessary work including paving of driveways and road approaches shall be vigorously pursued to reach substantial completion within a 14 calendar day duration. If at any time a work site is left prior to substantial completion (completed paving of driveways, road approaches, etc.) without written consent from the owner's project manager, this will be considered abandonment by the Contractor. Failure to meet these time constraints or abandonment shall subject the contractor to the full amount of Liquidated Damages as detailed in Section 00180.50 of these Special Provisions.
- At the time Substantial Completion is reached, the Contractor shall submit a Notice of Substantial Completion.

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract not later than August 25, 2023.

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

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

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

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

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

Add the following subsection:

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

(1) Lane Closures - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures

beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

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

Add the following subsection:

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

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

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

Add the following subsection:

00180.85(e) Installation of Driveways – Not completing driveways in a time specified will be an inconvenience to the property owner and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event a driveway connection isn't constructed in 30 calendar days after mainline paving was completed in front of a driveway. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway.

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) Contractor to Provide Vehicle Weigh Scales: Delete and replace the last paragraph in this section with the following:

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: Delete and replace the first sentence in this section with the following:

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.

00190.20(f)(1) Scale with Automatic Printer: Delete and replace the last bullet in this section with the following:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:
- Capable of recording and securely retaining the same required "weigh memo" information identified above. For retention see 00170.07(c).
- Fully integrated with the provided weigh scale system.
- Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
- Designed to allow the Engineer remote access to all the weigh memo data in real-time
 and allow the Engineer to add comments to the individual weigh memo regarding waste,
 temperature, stations, yield or other information. The system shall identify the system
 user or individual that adds comments to the electronic weigh memo or otherwise access
 the system. The Contractor shall provide the Engineer a means to access the data if the
 Engineer cannot use an Agency provided hand held device for access.
- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

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.

00190.30 Plant Scales: Add the following sentence after the bulleted list:

If approved by the Engineer an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

SECTION 00195 - PAYMENT

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

00195.10 Payment for Changes in Material Costs - Delete and replace with the following:

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

O0195.12 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 - Replace the paragraph that begins "Any such adjustments..." with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

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 subsections as follows:

00195.50(a) Progress Payments - Delete and replace the last sentence in the second paragraph as follows:

All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors and Suppliers, the Contractor assumes all risk and bears any losses that result.

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.

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 modified as follows:

00197.20(a) General - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (http://equipmentwatch.com).

END OF SECTION

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

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

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

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

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

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

by the parties, at which the Contractor shall present the requested information, records and documentation.

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

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

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

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

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

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

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

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

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

(c) Commencement of Litigation - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing

of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

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

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

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

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

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

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

END SECTION

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.02 Public Safety and Mobility – Add the following bullets to the end of the bullet list:

- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing.

- Provide and maintain access to garbage containers and garbage pick-up, mail and other regularly scheduled deliveries. Coordinate with school districts and with public transit to minimize impacts and delays for any school and public bus routes.
- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.

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

Do not close any traffic lanes and remove all barricades and objects from the roadway during the following periods:

- Between sunset and sunrise.
- Times identified in the ODOT Utility Permit.

END SECTION

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

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

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings. Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).
- All work zones exceeding 500 feet in length shall require the use of a pilot car. During pilot
 car operations, install a 15-inch by 24-inch "WAIT FOR PILOT CAR: (CR4-20) sign at each
 driveway approach and provide flagging personnel at each side street within the limits of
 the pilot car operation.

00221.06 Traffic Control Plan – Replace the first paragraph with the following:

The Contractor is required to submit a site-specific traffic control plan prepared by a TCP company, with additional detail meeting the project requirements for review 5 Calendar Days before the preconstruction conference.

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

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

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.

00221.08 Traffic Control Meeting - All personnel who will directly supervise the traffic control must attend a traffic control meeting. Contractor to produce and distribute meeting minutes within seven (7) days following the meeting.

00221.90(b) Method "B" – Lump Sum Basis – Replace this subsection except for the heading and title with the following:

	Zone Traffic Control, Connserted in the blank.	nplete for"	where the name o	f the street(s)
Complete:items included in the b protect and direct traff	items includes both "Ten_" and other unit based bid item schedule will be p ic around and through the e lump sum price for "Ter ."	pay items descri paid. All TCD an e work zone(s) n	ibed in Method "A", d operations requin not listed in the bid	, only the pay red to safely item schedule

Work zone traffic control will be paid for at the Contract lump sum amounts for the items

Payment includes all traffic control costs including flagging (to the extent deemed necessary by the Engineer) during the course of construction and as needed to complete punch list items. Payment also includes the removal of existing striping and legends shown to be replaced.

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 "PEDESTRIANS ON ROADWAY" (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- Install a "PAVING SIGN" on a single wood post. Install a "PROJECT NOTIFICATION SIGN" on a single wood post. Place these Project Information Signs according to sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Supplemental Drawings, in advance of the "ROAD WORK AHEAD" sign at each end of the Project, facing incoming traffic. See project plans for sign size and legend.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.
- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area Signing" detail shown on the Standard Drawings.

- All work zones exceeding 500 feet in length shall require the use of a pilot car. During pilot car operations, install a 15-inch by 24-inch "WAIT FOR PILOT CAR: (CR4-20) sign at each driveway approach and intersecting side street within the limits of the pilot car operation.
- In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the "WAIT FOR PILOT CAR" signs.

00222.90 Payment - Add the following pay items:

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

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

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

END OF SECTION

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

END OF SECTION

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

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

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

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

END OF SECTION

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

Comply with Section 00225 of the Standard Specifications modified as follows:

00225.40 Temporary Pavement Markers - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers for temporary centerline marking as follows:

 Place and maintain one temporary flexible overlay pavement marker on 40 foot spacing in tangent and curve sections except as below. Place and maintain one temporary flexible overlay pavement marker on 20 foot spacing in curved alignment sections identified by a speed rider displaying less than the posted speed and channelization areas.

Establish alignment for placing the temporary flexible overlay pavement markers as follows:

- · Control markers at:
 - 200 foot intervals on tangents
 - 50 foot intervals on curves
 - 40 foot intervals on curves with speed rider
- Use string line or other appropriate means to maintain proper alignment of the markers.
 Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.
- Remove and replace misaligned markers at no additional cost to the Agency.

END SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

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

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

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.80 Measurement - Add the following paragraph to the end of this subsection:

(e) Incidental – No measurement will be made and all work shall be considered incidental to the work. When unit based bid items are included in the bid item schedule, only those items listed will be measured and all other work required to comply with this section and applicable permits shall be considered incidental.

00280.90 Payment - Add the following paragraph after the paragraph beginning "When only item (a)....":

Only items listed in the bid schedule will be measured separately. All other work required to comply with this section and applicable permits will be considered incidental to the work and no additional payment will be made.

END SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.30(b) Pollution Control Plan - Replace the paragraph that begins "Develop and submit a PCP..." with the following:

Develop a PCP using ODOT Form 734-2445 and submit it for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

Delete the paragraph that begins "A Pollution Control Plan...".

END SECTION

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

END SECTION

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

Add the following subsection:

00440.02 Abbreviations and Definitions:

ASTV – Actual Strength Test Value – See 02001.02 for definition.

00440.12 Properties of Commercial Grade Concrete - Replace the bullet that begins "Compressive strength..." with the following bullet:

• Compressive Strength - ASTV minimum of 3,000 psi at 28 days

00440.14(d) Hardened CGC - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

END SECTION

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.90(i) Concrete Monument Boxes – Replace this line with the following:

(i) Cast	t Iron Monument BoxesEach
	END SECTION
	SECTION 00480 - DRAINAGE CURBS
Comply with	Section 00480 of the Standard Specifications.
	END SECTION
;	SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES
Comply with	Section 00490 of the Standard Specifications.
	END SECTION
	SECTION 00620 – COLD PLANE PAVEMENT REMOVAL
Comply with	Section 00620 of the Standard Specifications.
	END SECTION
Ş	SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS
Comply with	Section 00641 of the Standard Specifications modified as follows:
00641.10(a) with the follo	Base and Shoulder Aggregate – Replace the last sentence in the first paragraph owing:
	er aggregate shall be 1 $\frac{1}{2}$ "-0. Aggregate approach shall be either 1"-0 or $\frac{3}{4}$ "-0 as the or elects.
Replace	"Shoulder Aggregate2640" With the following:
Shoulde	er Aggregate2630.10
00641.22 S	Spreading Equipment – Add the following to the end of this subsection:
widening	Ider rock shall be placed using a heavy-duty self-propelled road widener capable of g from 1' to 14' in a single pass. Discharge of the speed of the aggregate is ed from a conveyor speed lever on the operator's console.
00641.90 P	Payment – Add the following pay item to this subsection:
F	Pay Item Unit of Measurement
(h) A	Aggregate Approach: Aggregate BaseTon
Add the follo	owing to the end of this subsection:

In items (f), the size of the aggregate shall be included after the bid item in parenthesis.

Item (h) includes aggregate sections constructed as part of driveway approach transitions.

END SECTION

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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

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

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

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

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

END SECTION

SECTION 00745 - ASPHALT CONCRETE PAVEMENT

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

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

00745.42 Preparation of Underlying Surfaces - Add the following subsections:

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

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

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

(b) Leveling Courses - Existing pavements have occasional surface irregularities and uneven crown section. In these worst cases, it is the intent that this condition be corrected through the means of application of an asphalt concrete leveling course prior to the placing of the uniform 2" or 3" wearing course overlay. In leveling irregular surfaces, the presence of low areas and the surface grade to which the final course is to be placed may require the asphalt mixture to be laid in two or more layers in which case the compacted thickness of any one layer shall not exceed two and one-half (2 ½) inches.

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

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

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

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

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

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

Add the following to the end of this subsection:

All joints between asphalt concrete pavement, Portland Cement Concrete, and old surfaces, curbs, gutters, inlet structures, manholes, etc. shall be sealed by an application of CSS-1 emulsified asphalt followed immediately by a cover coat of clean sand. The liquid asphalt shall be carefully applied so the width of coverage beyond the joint is kept to a minimum

For driveways and approaches the Contractor shall wing out the paving machine or dump additional material by hand for driveway apron. In no case will material be removed from the traveled lane for driveway apron.

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

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

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

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

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

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of ACP Mixture having a density of 2.1 tons per cubic yard.

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

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

00745.90 Payment – Replace this subsection with the following:

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

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

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

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

No separate or additional payment will be made for:

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

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

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

00745.95 Price Adjustments – Replace this subsection with the following:

There will be no ACP Price Adjustments for this project.

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

END SECTION

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications modified as follows:

00748.40(a) Confirmation of Subgrade Suitability – Add the following subsection:

Where subgrade or aggregate is exposed from grinding or repair operations and prior to paving, test the stability of the exposed material in the presence of the inspector by either foundation probe or proof roll. Subgrade that is found to be unsatisfactory is subject to additional rehabilitation at the discretion of the Engineer.

00748.90 Payment – Replace the first sentence with the following:

The accepted quantities of asphalt concrete	Pavement repair will be paid for at the Contract
unit price, per square yard, for the item "	_ Inch Asphalt Concrete Pavement Repair" and
" Inch Subgrade Stabilization Repair".	

00748.90 Payment – Add the following:

No separate or additional payment will be made for sawcutting existing pavements associated with this work.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

END SECTION

SECTION 00810 - METAL GUARDRAIL

Comply with Section 00810 of the Standard Specifications modified as follows:

00810.15 Salvaged Material - Replace the paragraph that begins "Material salvaged as part..." with the following paragraph:

Materials salvaged as part of removal work on the Project may be reused in new construction if the Engineer determines that the materials meet the requirements of 0810.10, except for preservative treatment requirements, and conform to the following:

00810.16 Guardrail Flare Materials – Add the following section:

- (a) Embankment Furnish embankment materials meeting the applicable parts of Section 00330.
- **(b) Aggregate** Furnish either 1" 0 or 3/4" 0 size crushed aggregate that is clean, hard, durable, and reasonably well-graded from the maximum size to dust.
- **(c) Asphalt Concrete Mixture** Furnish asphalt concrete mixture meeting the requirements of 00744.10 through 00744.14.

Acceptance of guardrail flare materials will be visual by the Engineer.

00810.41 Excavation and Backfill - Add the following paragraph to the end of this subsection:

Hand dig guardrail post holes or use other non-invasive methods when posts are located within 24 inches surrounding the outside dimension of all sides of underground utilities as shown or directed.

00810.44 Guardrail Flares – Add the following section:

- (a) Earthwork Perform earthwork according to the applicable parts of Section 00330.
- **(b) Aggregate** Place aggregate in two or more layers of nearly equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches. Compact each layer of material by rollers conforming in general to 00641.24.

Shape and maintain the surface of each layer during the compaction operation to produce a uniform texture and firmly keyed aggregates.

Continue the compactive effort until there is no reaction or yielding observed under the compactor.

(c) Asphalt Concrete Mixture - Place asphalt concrete mixture according to 00744.40 through 00744.49.

SECTION 00812 - ADJUSTING AND REPAIRING GUARDRAIL

Comply with Section 00812 of the Standard Specifications modified as follows:

00812.80 Adjusting Guardrail – Add the following bullet after the "Length Method" paragraph:

• Lump Sum Method – Work under this section will be performed on the lump sum basis for the guardrail section identified.

00812.90 Payment – Replace the line "(a) Adjusting Guardrail......Foot" with the following:

Guardrail Modification_____Lump Sum

In item (a) the section of guardrail adjustment as identified in the Plans will be inserted into the blank.

END SECTION

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

END SECTION

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

Add the following subsection:

00850.12 Reflective Elements – Swarco 3130 blend or approved equal from the ODOT QPL shall be used with Hi-Build Paint.

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

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

END SECTION

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH PERFORMANCE

Comply with Section 00866 of the Standard Specifications modified as follows:

00866.44 Alignment Layout – Add the following subsection:

00866.44 Alignment Layout - Place control points for lines every 50 feet on tangent and every 25 feet on a curve. Using these control points, layout a continuous narrow guideline for each line, along one edge of, or uniformly offset from the intended permanent line location for the centerline of the roadway. Do not proceed with installation until the dribble line until guidelines are approved by the Engineer.

Dribble lines shall consist of marking the pavement with spots of paint no more than 2 inches in width and not more than 5 feet apart using a striping machine. Dribble lines shall be on a straight line between control points on tangent alignment and on a true arc control points on a curved alignment. Paint for dribble lines shall be the same color as the traffic stripe that will be placed. Do not proceed with installation of pavement markings until dribble lines are approved by the Engineer.

00866.80 Measurement – Add the following to the end of this subsection:

The quantities of dribble line will be measured on the length basis. Measurement will be the actual dribble line. Gaps between dribble marks will be measured.

00866.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

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 Method 2 (Sprayed) (g) Hi-Build Paint, 25 Mil, Sprayed, ______ Foot (z) Dribble Line, Sprayed, _____ Foot

The word "Surface" or "Grooved" will be inserted in the blank.

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.

Payment for work under this Section will be limited to 75 percent of the amount due until the Agency has received the signed Warranty.

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

SECTION 02001 - CONCRETE

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

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

ASTV - Actual Strength Test Value - average of test cylinder compressive strengths

f'c - Minimum Specified Compressive Strength at 28 days

 f^{*}_{cr} - Average Compressive Strength Over-design. The average strength required to assure that, with normal variations, the concrete will meet f'c

GGBFS - Ground Granulated Blast Furnace Slag

HPC - High Performance Concrete

HRWRA - High-Range Water-Reducing Admixture (super-plasticizer)

PPCM - Precast prestressed concrete member

SCM - Supplementary Cementitious Materials

SSD - Saturated Surface-Dry

w/cm Ratio - Water-Cementitious Material Ratio

WRA - Water Reducing Admixture

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

Aggregates	02690
Cement	02010

Chemical Admixtures)2040
Concrete Modifiers)2035
Supplementary Cementitious Materials	02030
Synthetic Fiber Reinforcing)2045
Water	12020

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength (PSI)	Maximum w/cm Ratio
	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
Structural	HPC4500	0.40
	5000 and Above	0.40 ¹
	HPC5000 and above	0.40
Drilled Shaft	4000	0.48
Paving	4000	0.44
entrained	with cast-in-place dec air may have w/cm a 5500 psi - 0.44; 6000	s follows:

(1) Required Over Design Strength (f'cr) - Using the ASTV from either field results or trial batch cylinder's, provide calculations demonstrating compliance with one of the following:

 $f'_{\rm cr} = f'_{\rm c} \, {\rm x}$ 1.20 for up to but not including Class 6000; $f'_{\rm cr} = f'_{\rm c} \, {\rm x}$ 1.15 for Class 6000 and higher

 $f'_{\rm cr} = f'_{\rm c} + 1.34 \times S^1$ for up to but not including Class 6000; $f'_{\rm cr} = f'_{\rm c} + 1.28 \times S^1$ for Class 6000 and higher

¹ For current designs, S is the standard deviation of 28-Day cylinder strengths from the available data set. For new mix designs, the second option above may be used if there are at least 15 sets of 28-Day cylinders from a similar class (± 1,000 psi) mix design produced at the same plant.

(2) Flexural Beams - Flexural beams for paving concrete mix designs shall achieve 600 psi at 28 Days.

02001.20(c) Slump - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete at the appropriate slump shown in Table 02001-3. Take corrective action to maintain a consistent slump at the point of discharge from the delivery vehicle.

Table 02001-3 Concrete Slump

Condition	Slump
Concrete without WRA	4" max.
Concrete with WRA	5" max.
Concrete with HRWRA	5 1/2" ± 2 1/2"
Precast Prestressed Concrete with HRWRA	10" max.
Seal Concrete	8" ± 2"
Drilled Shaft Concrete	8 1/2" ± 1 1/2" ¹

¹ Maintain a minimum slump of 4 inches throughout drilled shaft placement, including temporary casing extraction.

Add the following subsection:

02001.20(e) Durability - For HPC and SFC designs, except designs for precast bridge rail elements, the following additional requirements apply:

Test	Test Method	Acceptance Value
Length Change	ASTM C157	-0.045%
Permeability	AASHTO T 277	1,000 Coulombs (max.) at 90 days 1

¹ Only required for alternate HPC designs. See 02001.30(b)(2).

02001.30 Concrete Mix Design - Replace this subsection with the following subsection:

02001.30 Concrete Constituents:

- (a) Portland Cement Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.
- **(b) Supplementary Cementitious Materials -** SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:
 - (1) General Limits SCM may be used separately or in combination as shown:

Separate SCM	Maximum
Fly Ash + Other Pozzolans	25%
GGBFS	50%
Silica Fume	5%

Combined SCM	Maximum
Fly Ash + Other Pozzolans + GGBFS + Silica Fume	50%*
Fly Ash + Other Pozzolans + Silica Fume	30%*

^{*} Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

- (2) HPC Cementitious Composition Provide HPC with one of the following:
 - Cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.
 - Cement with SCM proportioned according to 02001.30(b)(1) and with trial batches
 performed to demonstrate that the proposed alternate mix design provides a maximum
 of 1,000 coulombs at 90 days when tested according to AASTHO T 277.
 - Cementitious material with modifiers and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.
- (c) Blended Hydraulic Cement Blended hydraulic cement may be used subject to the limits of 02001.31(b)(1) and 02010.20.
- **(d) Chemical Admixtures** Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a superset extender from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

- **(e) Aggregate** If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:
- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

(f) Synthetic Fiber Reinforcing for Concrete - Use synthetic fiber reinforcing from the QPL and according to Section 02045 in all bridge deck and silica fume overlay concrete. Use synthetic fiber reinforcing according to the manufacturer's recommendations at the rate designated on the QPL. Fiber packaging is not allowed in the mixed concrete.

Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

Table 02001-4 Absolute Solid Volume

Maximum Nominal Aggregate Size	Cu. Yd. (Aggregate) / Cu. Yd. (Concrete)
3/8"	0.36
1/2"	0.38
3/4"	0.40
1"	0.42
1 1/2"	0.44

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

02001.31 Concrete Constituents - Replace this subsection with the following subsection:

02001.31 Concrete Mix Design - Submit new or current mix designs, prepared by a CCT, for each required class of structural or paving concrete to the Engineer for review. Allow 21 Calendar Days for the review. Design mixes by the volumetric method in ACI 211.1 to achieve the properties of 02001.20. Do not proceed with concrete placement until the Engineer has determined that the mix design complies with the Specifications. Review of concrete mix designs does not relieve the Contractor of the responsibility to provide concrete meeting the Specification requirements.

02001.32(a) Trial Batch - Add the following to the end of this subsection:

Furnish all materials, Equipment and Work required for designing the mixes, testing Materials, and making trial batches to verify the final design for final use at no additional cost to the Agency.

02001.32(c) Strength Tests - Replace this subsection with the following subsection:

02001.32(c) Hardened Concrete - When applicable, test properties according to the following test methods:

Test	Test Method
Compressive Strength Flexural Strength Length Change Permeability	AASHTO T 22 AASHTO T 97 ASTM C157 AASHTO T 277
1 Ciril Cability	7701110 1 211

- (1) Compressive Strength Tests For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. Test at 28 days according to AASHTO T 22.
- **(2) Flexural Strength Tests** For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.
- (3) Length Change Tests For all HPC and SFC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Store and measure samples according to ASTM C157, Section 11.1.2. Report length change results at 28 days.
- **(4) Permeability Tests** For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.
- 02001.32(d) Length Change Tests Delete this subsection.
- **02001.32(e)** Permeability Tests Delete this subsection.
- 02001.33 Required Over Design Strength (f'_{cr}) for New Mix Designs Delete this subsection.
- **02001.34(a)** Length Change Tests Delete this subsection.
- **02001.34(b)** Permeability Tests Delete this subsection.
- **02001.35 Required Submittals for Mix Designs** Replace this entire subsection with the following subsection:
 - **02001.35** Required Submittals for Mix Designs Submit the following information for each concrete mix design:
 - (a) **Supplier's Information** Provide the supplier's unique mix design identification number and batch plant location.
 - (b) Mix Design Constituent Proportions:
 - Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
 - Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
 - Dosage rates for chemical admixtures (ounces per cubic yard)
 - w/cm ratio including all chemical admixtures
 - **(c) Aggregates** Identify the Aggregate source by the ODOT source number. Report current values of the following:

Bulk specific gravities (SSD)

Fine Aggregate absorptions

Coarse Aggregate absorptions

Dry-rodded density of coarse Aggregates

Average stockpile gradations

Fineness modulus of sand used in the mix design calculations

(d) Cement - For each cement used, provide the following:

Manufacturer

Brand name

Type

Source or location plant

QPL product number

(e) SCM - For each SCM used, provide the following:

Manufacturer

Brand name

Source

Class

QPL product number

(f) Concrete Modifiers - For each concrete modifier used, provide the following:

Manufacturer

Brand name

QPL product number

(g) Admixtures - For each admixture used, identify the following:

Manufacturer

Brand name

Design dosage rate

QPL product number

(h) Synthetic Fiber Reinforcing - For each synthetic fiber reinforcing used, provide:

Manufacturer

Brand name

Design dosage rate

QPL product number

(i) Water - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

(j) Plastic Concrete Tests - Report the temperature, slump, density, air content, yield, and w/cm ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.
- Initial slump test results and subsequent results at 15-minute intervals, verifying a
 minimum slump of 4 inches is maintained for the total time estimated for drilled shaft
 placement, including temporary casing extraction. Report data in a table or graph
 format.
- **(k)** Compressive Strength Test Results Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.
- (I) Strength Analysis Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.20(a).
- (m) Quality Control Personnel Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

02001.37 Trial Batch Costs – Delete this subsection.

END SECTION

SECTION 02050 - CURING MATERIALS

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

02050.10 Liquid Compounds - Delete the paragraph that begins "Furnish liquid membrane-forming curing..." with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins "Before using liquid compounds, submit...".

02050.20 Polyethylene Films - Delete the paragraph that begins "Furnish clear or white..." with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

SECTION 02080 - GROUT

Comply with Section 02080 of the Standard Specifications modified as follows:

002080.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for grout.

02080.30 Keyway Grout – Replace the sentence that begins "Furnish keyway grout from the QPL..." with the following sentence:

Furnish keyway grout from the QPL.

02080.60 Structural Grout - Replace the sentence that begins "Furnish structural grout from the QPL..." with the following sentence:

Furnish structural grout from the QPL.

Add the following subsection:

02080.70 UHPC Grout - Furnish Ultra-High Performance Concrete (UHPC) grout used in the keyways of precast prestressed concrete members or other applications when shown. Furnish UHPC grout from the QPL.

END SECTION

SECTION 02190 - PRESERVATIVE TREATMENT OF TIMBER

Comply with Section 02190 of the Standard Specifications modified as follows:

02190.20 Drying After Treatment – Replace the sentence that begins "When using waterborne preservatives..." with the following sentence:

When using waterborne preservatives, dry items according to AWPA T1, Section 7.

02190.30 Field Treatment – Replace this subsection, except for the subsection number and title, with the following:

Field-treat cuts, abrasions, bolt holes, drilled surfaces or any other damaged wood surfaces according to AWPA M4, Section 6 with a preservative from the QPL.

END SECTION

SECTION 02440 - JOINT MATERIALS

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

02440.19 Steel Bridging Plate - Replace this subsection, except for the subsection number and title, with the following:

Furnish ASTM A36 steel bridging plate with a minimum thickness of 1/4 inch and a width of 8 inches, cut in lengths of 4 to 8 feet. Drill spike holes at 12 inch centers along the centerline of the plate.

02440.20 Preformed Joint Seal - Replace this subsection, except for the subsection number, with the following:

02440.20 Strip Seal - Furnish strip seals from the QPL and conforming to ASTM D5973.

Add the following subsection:

02440.22 Preformed Compression Joint Seal - Furnish preformed compression joint seals from the QPL and conforming to the requirements of AASHTO M 297.

02440.30 Hot Poured Joint Filler - Replace this subsection with the following subsection:

02440.30 Hot Applied Joint Sealant-Furnish hot applied joint sealant from the QPL and conforming to the requirements of ASTM D6690, Type II.

02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints - Replace this subsection, except for the subsection number and title, with the following:

- (a) Preformed Flexible Joint Sealant Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.
- **(b) Rubber Gaskets** Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

02440.70(b) Rubber - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.

END SECTION

SECTION 02450 – MANHOLE AND INLET MATERIALS

Comply with Section 02450 of the Standard Specifications modified as follows:

02450.30 Metal Frames, Covers, Grates, and Ladders - Replace this subsection with the following subsection:

02450.30 Metal Frames, Covers, Grates, and Steps – Comply with the following:

Projects on State Highways

Item	AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 306	Class 35 B
Inlet frames and grates	M 306 M 227 (A663) M 270 (A709) (A36) M 103 (A27)	Class 35 B 65 36 65 - 35

Item	All Other Projects AASHTO (ASTM) Designation	Grade
Manhole frames and covers	M 105	Class 30 B
Inlet frames and grates	M 227 (A663) M 270 (A709) (A36) M 103 (A27)	65 36 65 - 35

Fabricate steps for manholes from structural steel having a minimum yield strength of 28,000 psi and galvanized according to AASHTO M 111 (ASTM A123).

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

END SECTION

SECTION 02640 - SHOULDER AGGREGATE

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

02640.10 Dense-Graded Aggregate – Modify this section as follows:

Use 1 $\frac{1}{2}$ " – 0" column in Table 02630-1 for the specified gradation.

END SECTION

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following:

SECTION 02690 - PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

- **02690.11 Alternate Grading** The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.
- **02690.12** Acceptance of Aggregate Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.
 - **(a) Aggregate Gradation** A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a sublot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.
 - **(b) Non-specification Aggregate Gradation** Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) Harmful Substances - Harmful substances shall not exceed the following limits:

	Test I		
Test	ODOT	AASHTO	Percent (by Weight)
Lightweight Pieces	_	T 113	1.0
Material passing No. 200 sieve	_	T 11	1.0
Wood Particles	TM 225	_	0.05

- **(b) Soundness** Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.
- (c) **Durability** Coarse aggregates shall meet the following durability requirements:

	t Method		
Test	ODOT	AASHTO	Requirements
Abrasion	_	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	_	30.0% Max.
Sediment Height	TM 208	_	3.0" Max.

- (d) PCC Paving Aggregate In addition to requirements above, comply with the following:
 - (1) Fracture Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.
 - **(2) Elongated Pieces** Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.
- **(e) Grading and Separation by Sizes for Prestressed Concrete** Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:
 - (1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

Maximum Nominal

Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690-2 Separated Sizes						
Sieve Size	1" - No. 4	3/4"- No. 4	3/4"- 1/2"	3/4"- 3/8"	1/2"- No. 4	3/8"- No 4
		Percen	t Passing (by	weight)		
1 1/2"	100	_	_	_	_	_
1"	90 - 100	100	100	100	_	_
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	_	_	0 - 15	_	85 - 100	_
3/8"	15 - 40	20 - 50	_	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	_	_	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

^{*} See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

(f) Grading and Separation by Sizes for Other Concrete - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-3
Gradation of Coarse Aggregates

Sieve Size	Combined* Sizes 1 1/2" - No. 4	Separated Sizes 1 1/2" - 3/4"	Separated Sizes 1" - No. 4	Separated Sizes 3/4" - 1/2"
	Perce	nt Passing (by V	Veight)	
2"	100	100	_	_
1 1/2"	90 - 100	90 - 100	100	_
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	_	85 - 100
1/2"	_	_	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	_	_
No. 4	0 - 5	_	0 - 10	_
No. 8	_	_	0 - 5	_
No. 200	**	**	**	**

^{*} For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

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

Table 02690-4

	Gradati	on of Coarse Agg	regates	
	Separated Sizes	Separated or Combined Sizes	Separated Sizes	Separated Sizes
Sieve Size	3/4" - 3/8"	3/4" - No. 4	1/2" - No. 4	3/8" - No. 8
	Perce	ent Passing (by W	eight)	
1"	100	100	_	_
3/4"	90 - 100	90 - 100	100	_
1/2"	20 - 55	_	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	_	0 - 5	0 - 5	0 - 10
No. 16	_	_	_	0 - 5
No. 200	*	*	*	*

^{*} See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

- (a) Different Sources Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.
- **(b) Harmful Substances** The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

- **(c) Soundness** Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.
- **(d) Organic Impurities** All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.
- **(e) Sand Equivalent** Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.
- (f) Sand for Mortar Sand for mortar shall conform to the requirements of this Section.
- **(g) Grading** Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5 Gradation of Fine Aggregate*

Sieve Size	Percent Passing (by Weight)
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

- * Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.
- ** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

END SECTION

SECTION 02820 - METAL GUARDRAIL

Comply with Section 02820 of the Standard Specifications modified as follows:

02820.40 Guardrail Anchor Hardware - Replace the paragraph that begins "Provide cable and fittings..." with the following paragraph:

Provide cable and fittings for guardrail anchors that conform to the requirements of AASHTO M 30, Class A, for Type II cable. Galvanize all fittings according to AASHTO M 111 (ASTM A123).

02820.50 Acceptance of Materials - Replace this subsection, except for the subsection number and title, with the following:

Acceptance of metal guardrail Materials will be according to Section 00165.35.

END SECTION

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.20 Reflective and Retroreflective Sheeting - Replace the title of this subsection with "Retroreflective Sheeting"

02910.20(a) General - Replace the paragraph that begins "Use retroreflective sheeting Type..." with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend – Replace the paragraph that begins "The Silver-white or white letters..." with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

02910.40 Hardware - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

02910.75(a) Warranty Period – Replace the bullet that begins "For retroreflective Type III and Type IV ..." with the following paragraph:

For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.

Replace the bullet that begins "For retroreflective Type IX sheeting used ..." with the following paragraph:

For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

02910.75(b) Failure – Replace the bullet that begins "70 percent of minimum coefficient..." with the following paragraph:

70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 for the remaining 3 years of the warranty period for Type III and Type IV sheeting and remaining 5 years of the warranty period for Type IX and Type XI sheeting.

02910.75(c) Remedy – Replace the bullet that begins "For the remaining 3 years ..." with the following paragraph:

For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.

END OF SECTION

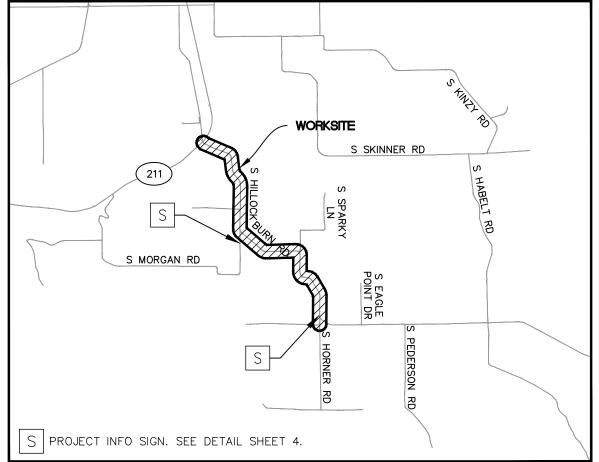
CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

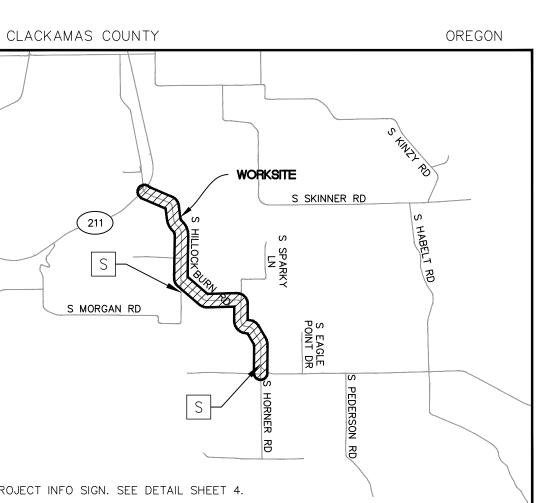
PLANS FOR PROPOSED PROJECT PAVING, GRINDING, AND GRADING

SOUTH HILLOCKBURN ROAD PAVING PROJECT

WORKSITE - S HILLOCKBURN RD - RD#'S 44033, 44035 & 44017

	INDEX OF SHEETS
1	COVER SHEET
2	GENERAL NOTES & LEGEND
3	TYPICAL SECTIONS
4	DETAILS I
5	DETAILS II
6	TRAFFIC CONTROL PLAN PH1 — ODOT
7	TRAFFIC CONTROL PLAN PH2 — ODOT
8	S HILLOCKBURN ROAD PLAN I
9	S HILLOCKBURN ROAD PLAN II
10	S HILLOCKBURN ROAD PLAN III
11	S HILLOCKBURN ROAD PLAN IV
12	S HILLOCKBURN ROAD PLAN V
13	S HILLOCKBURN ROAD PLAN VI
14	S HILLOCKBURN ROAD PLAN VII





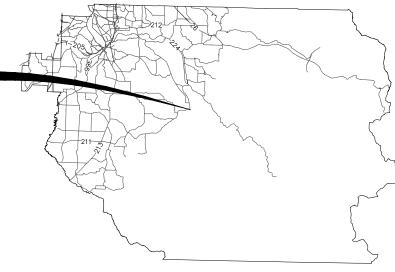
T. 4S, R. 4E, SEC. 9,15,16



VICINITY MAP

NOT TO SCALE

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



SOUTH HILLOCKBURN ROAD PAVING PROJECT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
TISO BEAVERCREER ROAD
DRECON CITY OF ACTOR

REVISIONS

EXPIRES: 06/30/2024

GENERAL NOTES:

- 1. COORDINATE VALVE, MANHOLES AND UTILITY VAULT/BOX ADJUSTMENTS WITH UTILITIES.
- PAVE DRIVEWAY TRANSITIONS. DEPTH, WIDTH AND LENGTH (2'-25') WILL VARY. LIMITS TO BE DETERMINED BY INSPECTOR OR AUTHORIZED REPRESENTATIVE AFTER WEARING COURSE APPLIED.
- 3. CONTRACTOR TO RESTORE SHOULDER 2'-4' WIDTH, SEE DETAIL.
- 4. ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
- 5. IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
- 4. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMA10N PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND DTD TRANSPORTATION MAINTENANCE OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
- THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION
 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT
 ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE
 PROJECT SITE.
- 6. WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- 8. FINAL CLEANUP PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.

SURVEY NOTES:

P

- VERTICAL DATUM: NAVD '88 (GEOID 12B) UTILIZING GPS POSITIONING TIED TO THE ORGN WITH REAL TIME
 CORRECTORS REFERENCED TO DATUM NAD '83 (2011) EPOCH 2010.00. THIS DATUM REALIZATION WAS VERIFIED
 THROUGH DIRECT OBSERVATION TO NGS CONTROL POINT 0723 HAVING A POINT IDENTIFICATION OF RD1491. THIS
 POINT IS DESCRIBED AS A STAINLESS STEEL ROD WITH SLEEVE NEAR THE INTERSECTION OF STATE HIGHWAY 224 AND
 LAKE ROAD. THE LLEVATION OF THIS POINT IS PUBLISHED AS 31.131 METERS (102.14 FEET) AND WAS ESTABLISHED
 BY NGS THROUGH DIFFERENTIAL LEVELING AND ADJUSTED BY THE NATIONAL GEODETIC SURVEY IN JUNE 1991, AND
 HAS A VERTICAL ORDER OF FIRST CLASS II.
- HORIZONTAL DATUM: HORIZONTAL POSITIONING IS BASED UPON THE OREGON COORDINATE REFERENCE SYSTEM, PORTLAND ZONE, UTILIZING GPS POSITIONING TIED TO THE ORGN WITH REAL TIME CORRECTORS REFERENCED TO DATUM NAD '83 (2011) EPOCH 2010.00

RIGHT-OF-WAY REPRESENTATION:

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

GENERAL CONSTRUCTION PHASING AND STAGING NOTES

- THE CONTRACTOR SHALL COMPLETE THE PROJECT IN ACCORDANCE WITH AN APPROVED PHASING PLAN AND IN
 ACCORDANCE WITH THE SPECIAL PROVISIONS. THE PLAN SHEETS REFLECT THE GENERAL PHASING AND TRAFFIC
 CONTROL REQUIREMENTS FOR THE PROJECT. THE CONTRACTOR SHALL SUBMIT A DETAILED PHASING PLAN FOR
 REVIEW AND APPROVAL BY THE COUNTY PRIOR TO BEGINNING WORK.
- 2. RESTORE NORMAL TRAFFIC MOVEMENTS BY THE CLOSE OF EVERY WORKING DAY.
- 3. AT THE END OF EACH WORK DAY, CLEAN UP THE PROJECT AREA AND LEAVE IT IN A NEAT AND SECURED MANNER.
- CONTRACTOR SHALL OBTAIN STORAGE AND PARKING AREAS ON PRIVATE PROPERTY IF NEEDED. NO STAGING AREAS
 HAVE BEEN SECURED FOR THE CONTRACTOR'S USE.
- CONTRACTOR'S EMPLOYEES, SUPPLIERS, AND SUBCONTRACTORS SHALL NOT PARK OR UTILIZE PRIVATE DRIVEWAYS OR PARKING LOTS WITHOUT PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNERS.
- 6. MATERIALS MAY NOT BE STORED OR STOCKPILED, NOR MAY EQUIPMENT THAT IS NOT OPERATING BE PARKED ON STREETS WITHIN THE PROJECT LIMITS UNLESS SAFELY LOCATED WITHIN A CLOSED WORK ZONE AND MINIMUM CLEAR SPACE DISTANCES ARE PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS.
- 7. SEE ODOT RIGHT-OF-WAY PERMIT FOR WORK HOUR RESTRICTIONS AND ADDITIONAL PROVISIONS.

ACCESS AND COORDINATION REQUIREMENTS

- ACCESS FOR EMERGENCY SERVICES SHALL BE MAINTAINED AT ALL TIMES. CONTRACTOR SHALL INFORM EMERGENCY SERVICES OF ALL TRAFFIC CONTROL MODIFICATIONS, PRIOR TO IMPLEMENTATION.
- MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO BUSINESSES AND RESIDENCES AT ALL TIMES. TEMPORARY
 INTERRUPTIONS IN ACCESS SHALL BE COORDINATED BY THE CONTRACTOR WITH THE PROPERTY OWNER/TENANT, AND
 THE COUNTYS INSPECTOR PRIOR TO IMPLEMENTING CLOSURE.
- CONTRACTOR SHALL COORDINATE ACCESS FOR SERVICES INCLUDING, BUT NOT LIMITED TO: MAIL DELIVERY, TRASH PICKUP, TRANSIT, AND ANY SPECIAL TRANSPORTATION SERVICES THAT EXIST WITHIN THE PROJECT AREA.
- THE CONTRACTOR SHALL COORDINATE DELIVERY AND ACCESS NEEDS WITH EACH INDIVIDUAL BUSINESS/RESIDENCE WITHIN THE PROJECT LIMITS AND ADJUST CONSTRUCTION ACTIVITIES AS NECESSARY DE INSURESS AND RESIDENT INGRESS AND EGRESS NEEDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.
- INFORM AND CONTACT ALL AFFECTED RESIDENTS AND BUSINESSES WITH SPECIAL WRITTEN NOTICES, APPROVED BY THE ENGINEER, WITHIN THE PROJECT AREA 48 HOURS BEFORE EACH WORK ACTIVITY THAT WILL IMPACT THEIR BUSINESS

GENERAL TRAFFIC CONTROL NOTES

- THE MINIMUM TRAFFIC CONTROL MEASURES NOTED ON THE APPROVED TRAFFIC CONTROL PLANS SHALL BE INSTALLED PRIOR TO START OF ANY OTHER WORK ON THE PROJECT.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC IN ACCORDANCE WITH APPROVED TEMPORARY TRAFFIC CONTROL PLANS, SUPPLEMENTAL TEMPORARY TRAFFIC CONTROL PLANS PREPARED BY THE CONTRACTOR, THE RIGHT—OF—WAY PERMITS ISSUED FOR THIS PROJECT, AND CURRENT VERSIONS OF THE MUTCD, THE OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, AND ODOT/APWA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- 3. TRAFFIC CONTROL PLANS FOR SPECIFIC GENERAL PHASES OF WORK ARE CONTAINED HEREIN AS REQUIRED TO OBTAIN NECESSARY PERMITS FROM OTHER AGENCIES. THE CONTRACTOR SHALL ADOPT THE TRAFFIC CONTROL PLANS INCLUDED OR SUBMIT ALTERNATIVE PLANS FOR REVIEW AND APPROVAL. THE INCLUDED PLANS DO NOT RELIEVE THE CONTRACTORS RESPONSIBILITY TO SUBMIT DETAILED TRAFFIC CONTROL PLANS DURING CONSTRUCTION FOR PHASES OF WORK NOT SPECIFICALLY SHOWN INCLUDING WORK THAT IMPACTS ALL OTHER INTERSECTIONS WITHIN THE PROJECT LIMITS.
- . CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLANS PREPARED BY A TRAFFIC CONTROL SUPERVISOR TO CLACKAMAS COUNTY FOR REVIEW A MINIMUM OF TWO WEEKS PRIOR TO CONSTRUCTION. COUNTY WILL DISTRIBUTE TRAFFIC CONTROL PLANS, TO APPROPRIATE AGENCIES FOR REVIEW AND APPROVAL. CONTRACTOR WILL SUBMIT PLANS TO ODOT FOR APPROVAL IF THE TRAFFIC CONTROL PLANS INCLUDED IN THE APPROVED ODOT PERMIT ARE MODIFIED.
- THE TRAFFIC CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR MAKING ADJUSTMENTS TO THE APPROVED TRAFFIC CONTROL PLANS TO BETTER MANAGE TRAFFIC CONDITIONS. ADDITIONAL SIGNAGE, DELINEATION, AND PERSONNEL MAY BE NECESSARY TO SAFELY DETOUR TRAFFIC AROUND THE WORK ZONES.
- . WITHIN ODOT RIGHT OF WAY OR WHEN WORK IMPACTS ODOT OWNED FACILITIES, ODOT RESERVES THE RIGHT TO ADD TO OR MODIFY TRAFFIC CONTROL REQUIREMENTS AS MAY BE NECESSARY TO EFFECTIVELY CONTROL TRAFFIC AND TO ASSURE PUBLIC SAFETY IN ACCORDANCE WITH THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES AND OREGON AMENDMENTS AS REQUIRED. ODOT MAY REQUIRE ADDITIONAL TRAFFIC CONTROL MEASURES AS NEEDED TO PROVIDE FOR PUBLIC SAFETY WHEN ODOT FACILITIES ARE IMPACTED BY CONSTRUCTION. NOTIFY ODOT A MINIMUM OF 14 CALENDAR DAYS BEFORE STARTING WORK THAT WILL IMPACT ODOT FACILITIES.
- . ACCESS THROUGH THE WORK ZONE MUST BE PROVIDED AT ALL TIMES TO VEHICULAR TRAFFIC. STREET CLOSURES WILL NOT BE PERMITTED UNLESS SHOWN OR APPROVED BY CLACKAMAS COUNTY IN WRITING.
- . EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION SIGNING ARE TO BE COVERED OR REMOVED AND REINSTALLED AFTER CONSTRUCTION.
- GRADE CHANGES WITHIN THE TRAVELED LANE OR A VERTICAL CHANGE OF MORE THAN 1" WILL REQUIRE TEMPORARY ACP RAMPS WITH PAPER OR SAND JOINTS AS NEEDED.
- 10. USE TEMPORARY PAVEMENT MARKERS, BARRIERS, BARRICADES, AND SIGNS AS REQUIRED TO SAFELY DETOUR PEDESTRIAN AND VEHICULAR TRAFFIC AROUND CONSTRUCTION. LABEL TYPE AND LOCATION FOR ALL ITEMS ON TRAFFIC CONTROL PLANS. COORDINATE ACTUAL SIGN LOCATIONS WITH ENGINEER PRIOR TO INSTALLATION.
- APPROPRIATE METHODS OF PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL, INCLUDING FLAGGERS, SHALL BE
 UTILIZED BY THE CONTRACTOR TO THE EXTENT DEEMED NECESSARY BY THE TRAFFIC CONTROL SUPERVISOR AND
 AS APPROVED BY CLACKAMAS COUNTY AND THE ENGINEER TO PROTECT WORKERS OR THIRD PARTIES AND SAFELY
 ACCOMMODATE TRAFFIC THROUGH THE WORK ZONE.
- 12. TEMPORARY TRAVEL LANES SHALL BE A MINIMUM OF 10 FEET WIDE.
- 13. INSTALL PCMS BOARDS AT HWY 211 INTERSECTION WITH S HILLOCKBURN ROAD AND AT SOUTH END OF PROJECT LIMITS.
- ALL TCD, INCLUDING PLACEMENT AND SPACING, SHALL CONFORM TO THE MUTCD, OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, ODOT/APWA STANDARD SPECIFICATIONS AND APPLICABLE PERMITS.
- 15. ALL WORK ON S HILLOCKBURN RD THAT DOES NOT IMPACT THE INTERSECTION WITH HWY 211 SHALL FOLLOW ODOT TM850 AS AMENDED BY THE CONTRACTOR. ALL WORK ZONES LONGER THAN 500 FEET IN LENGTH SHALL REQUIRE THE USE OF A PILOT CAR. WHEN A PILOT CAR IS USED, CONES AND SIGNAGE SHALL BE PLACED AT EACH DRIVEWAY PER THE DETAIL, SHEET 4.

LEGEND

12345	EXISTING PROPERTY ADDRESS
	EXISTING ROW/PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING GRAVEL
	EXISTING SHOULDER
	EXISTING CENTERLINE STRIPING
∅	EXISTING COMMUNICATION RISER
Ф	EXISTING UTILITY POLE
←	EXISTING UTILITY POLE ANCHOR
MAIL	EXISTING MAILBOX
•	EXISTING MONUMENT
	EXISTING SIGN
	PROPOSED SAWCUT

ODOT STANDARD DRAWINGS

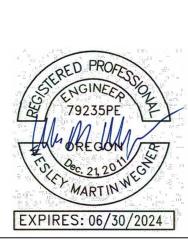
• RD 400	• TM 530
• RD 405	 TM 531
• RD 415	• TM 560
• RD 420	 TM 561
• RD 451	• TM 570
• RD 610	• TM 800
• RD 615	 TM 810
• RD 701	 TM 820
• RD 1005	• TM 821
• RD 1010	 TM 840
 RD 1032 	 TM 841
 TM 500-503 	 TM 842
• TM 515	• TM 850

<u>COUNTY ROADWAY</u> STANDARD DRAWINGS

• D500

• TM 517

M100
 M150

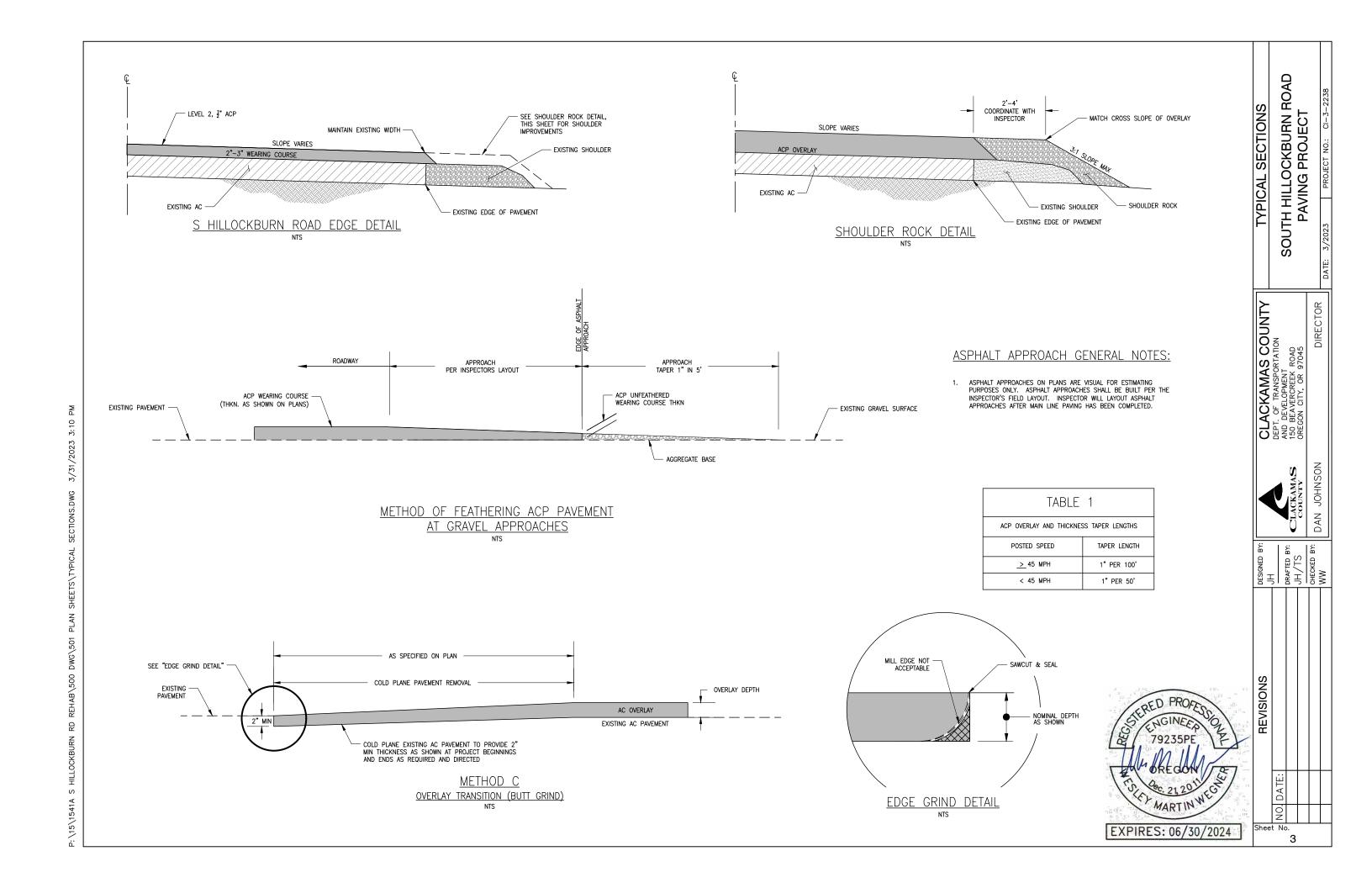


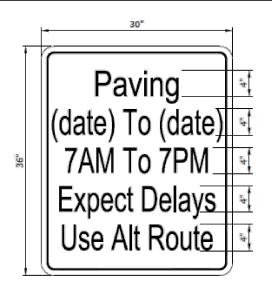
GENERAL NOTES & LEGEND SOUTH HILLOCKBURN ROAD PAVING PROJECT

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

REVISIONS			
	DATE:		
	0		

Sheet No.





WAIT FOR PILOT CAR

- SIGN TO BE PLACED AT EACH DRIVEWAY APPROACH WHEN PILOT CAR IS USED.
- 2. SIGN SHALL CONFORM TO ODOT DRAWING CR4-20 OR CR4-20A.

PILOT CAR SIGN

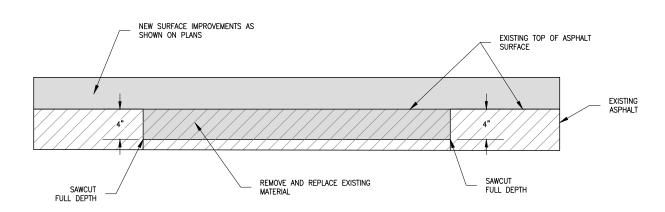
PAVING SIGN

PROJECT NOTIFICATION SIGN

SIGN NOTES:

- 1. SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.
- 2. TEXT FONT TO BE FHWA C.
- 3. COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE: HTTP://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE
- 4. CONTRACTOR'S APPROVED SCHEDULE TO DETERMINE DATES ON PROJECT NOTIFICATION SIGN.

TEMPORARY PROJECT SIGN DETAILS

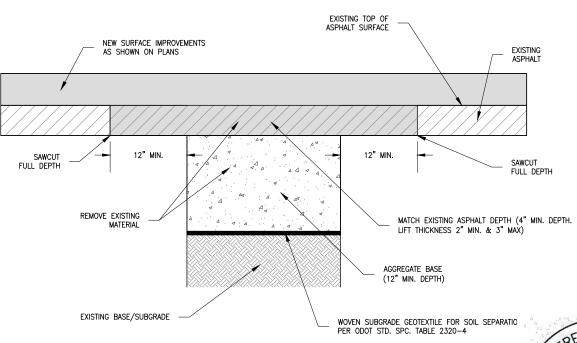


SHEETS\TYPICAL

PLAN

- 1. 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.
- 2. ACP WILL BE PAID FOR ACCORDING TO 00745.90
- 3. NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR SAW CUTTING, EXCAVATION, COLD PLANE PAVEMENT REMOVAL, AGGREGATE,
- 4. *ALL SURFACES SHALL BE GROUND AND PAVED BACK DURING THE SAME SHIFT.

4" ASPHALT CONCRETE PAVEMENT REPAIR DETAIL



NOTES:

- 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
- 2. ACP WILL BE PAID FOR ACCORDING TO 00745.90
- NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR SAW CUTTING, EXCAVATION, COLD PLANE PAVEMENT REMOVAL, GEOSYNTHETICS, STONE EMBANKMENT, AGGREGATE, AND WATER.

16" SUBGRADE STABILIZATION REPAIR DETAIL

SERED PROPER MARTIN WEG EXPIRES: 06/30/2024

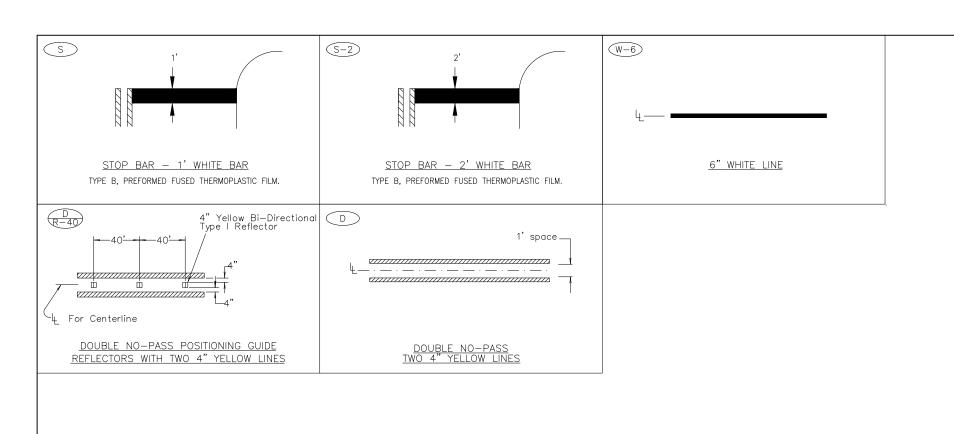
SOUTH HILLOCKBURN ROAD PAVING PROJECT DETAILS

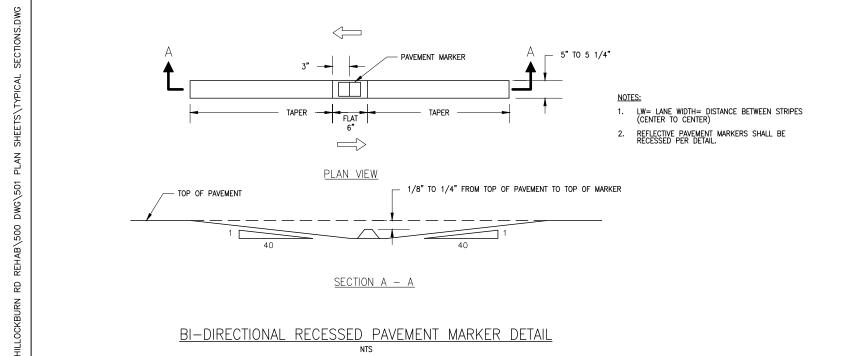
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEPCELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045

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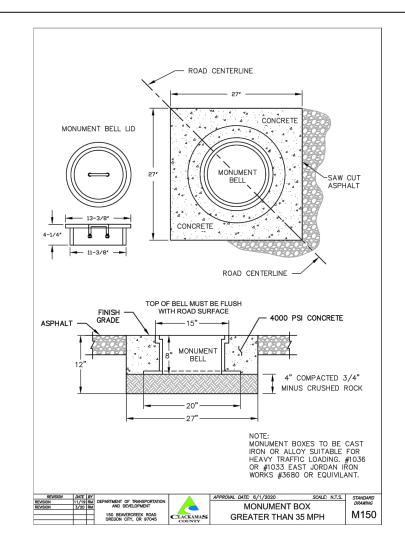
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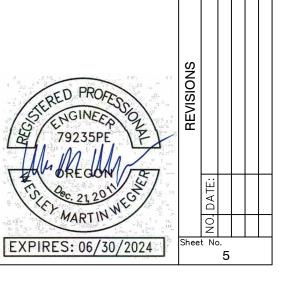
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SOUTH HILLOCKBURN ROAD PAVING PROJECT

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

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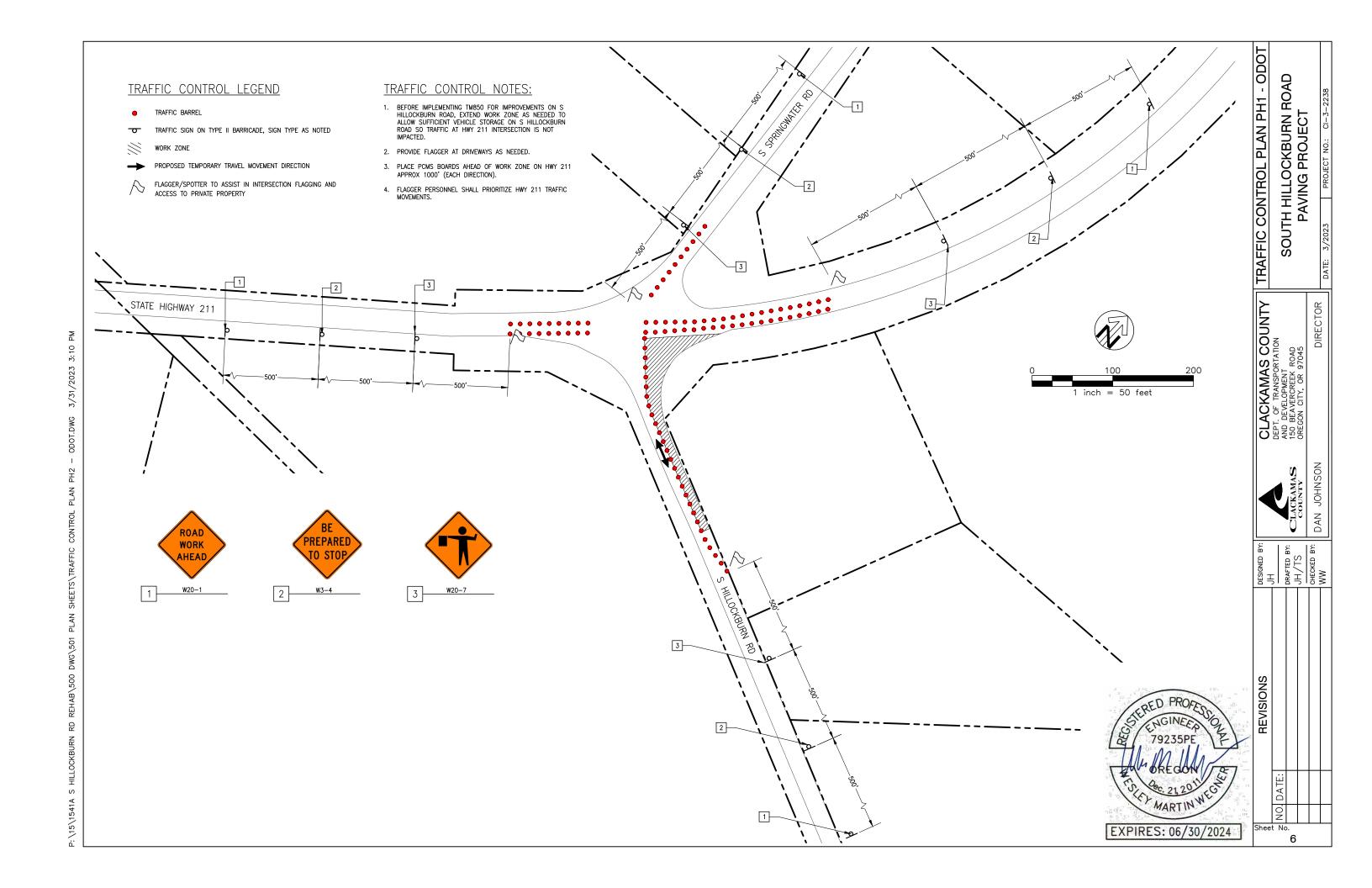
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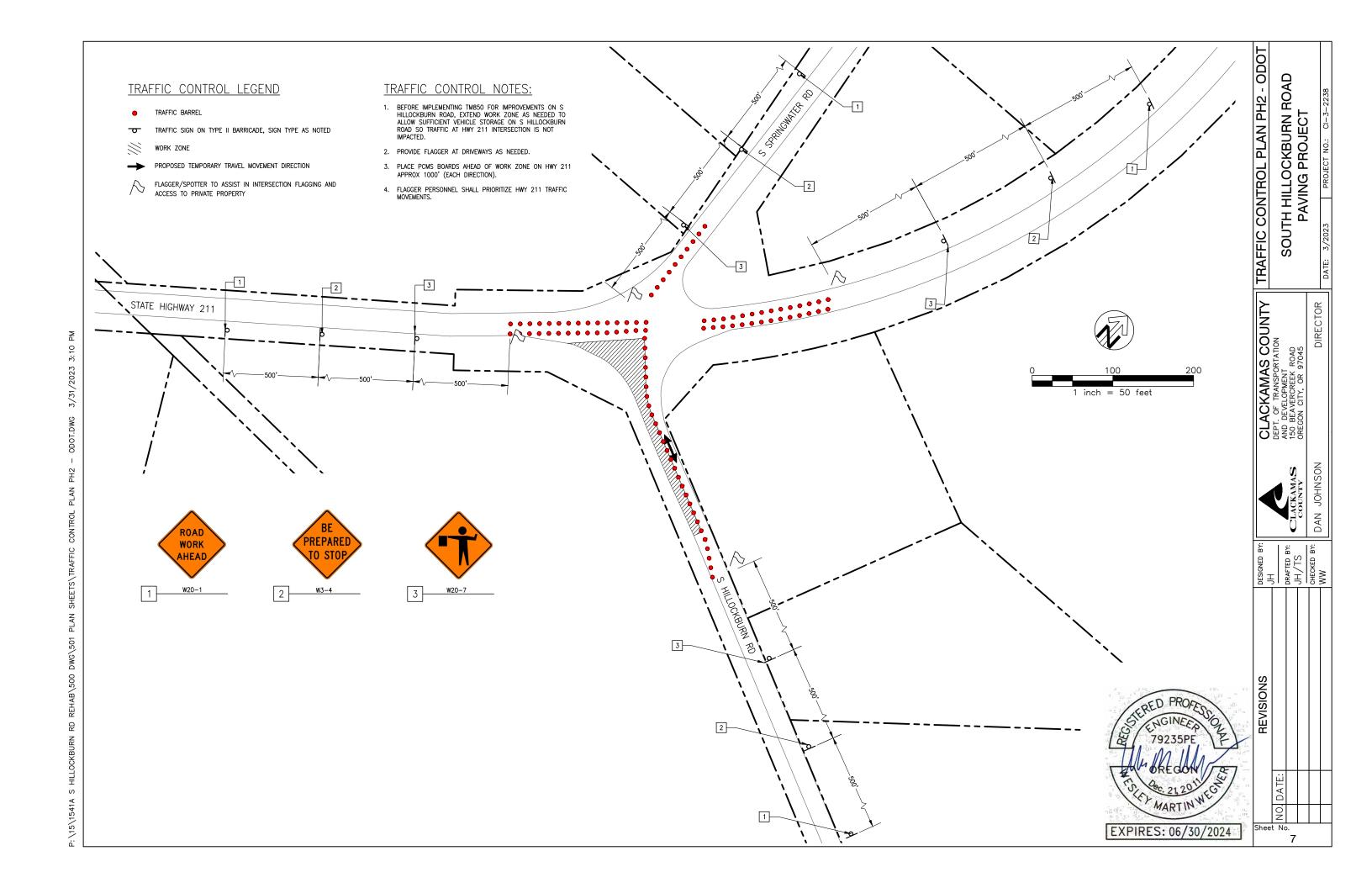
JH/TS

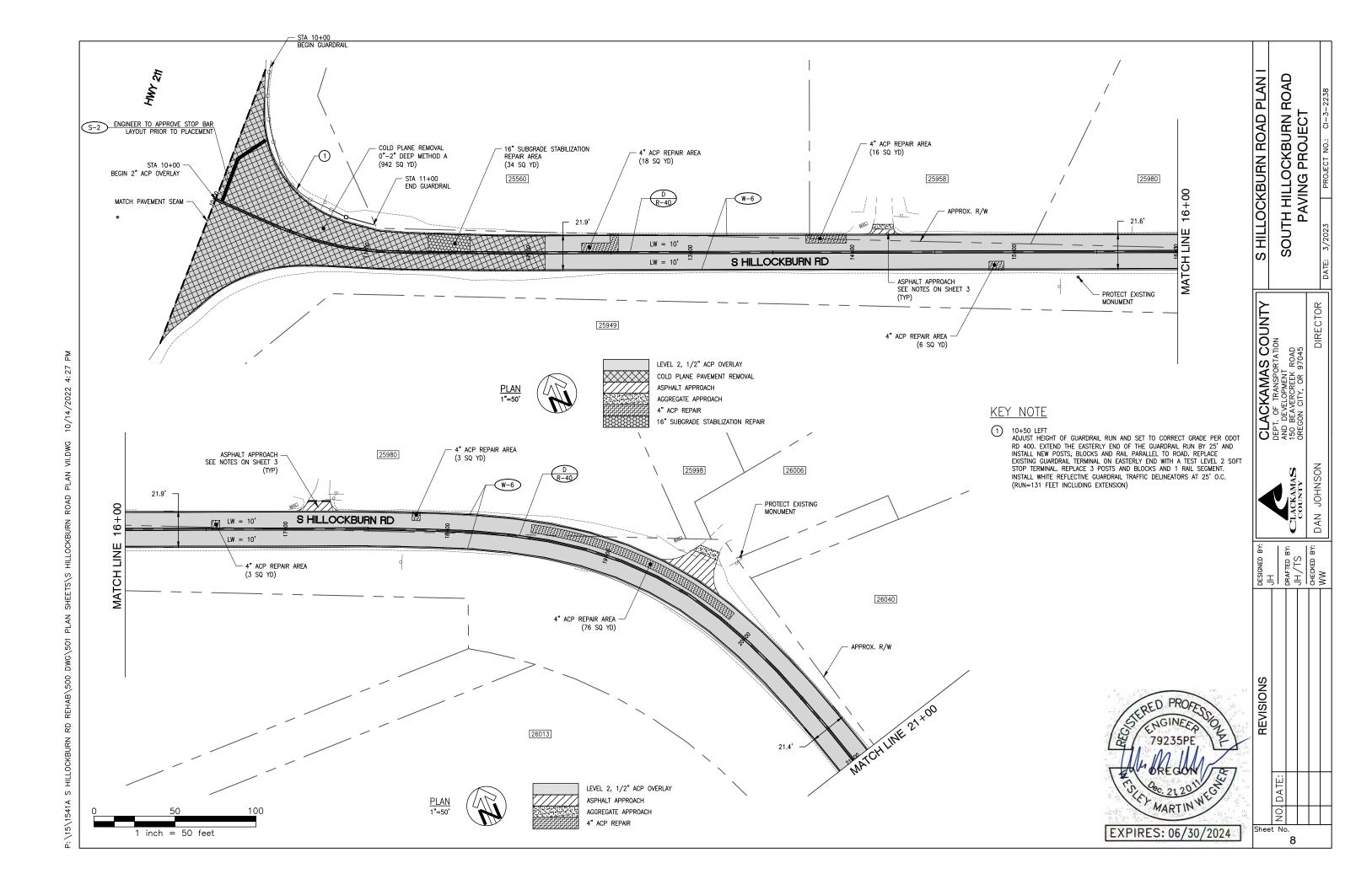
CHECKED B

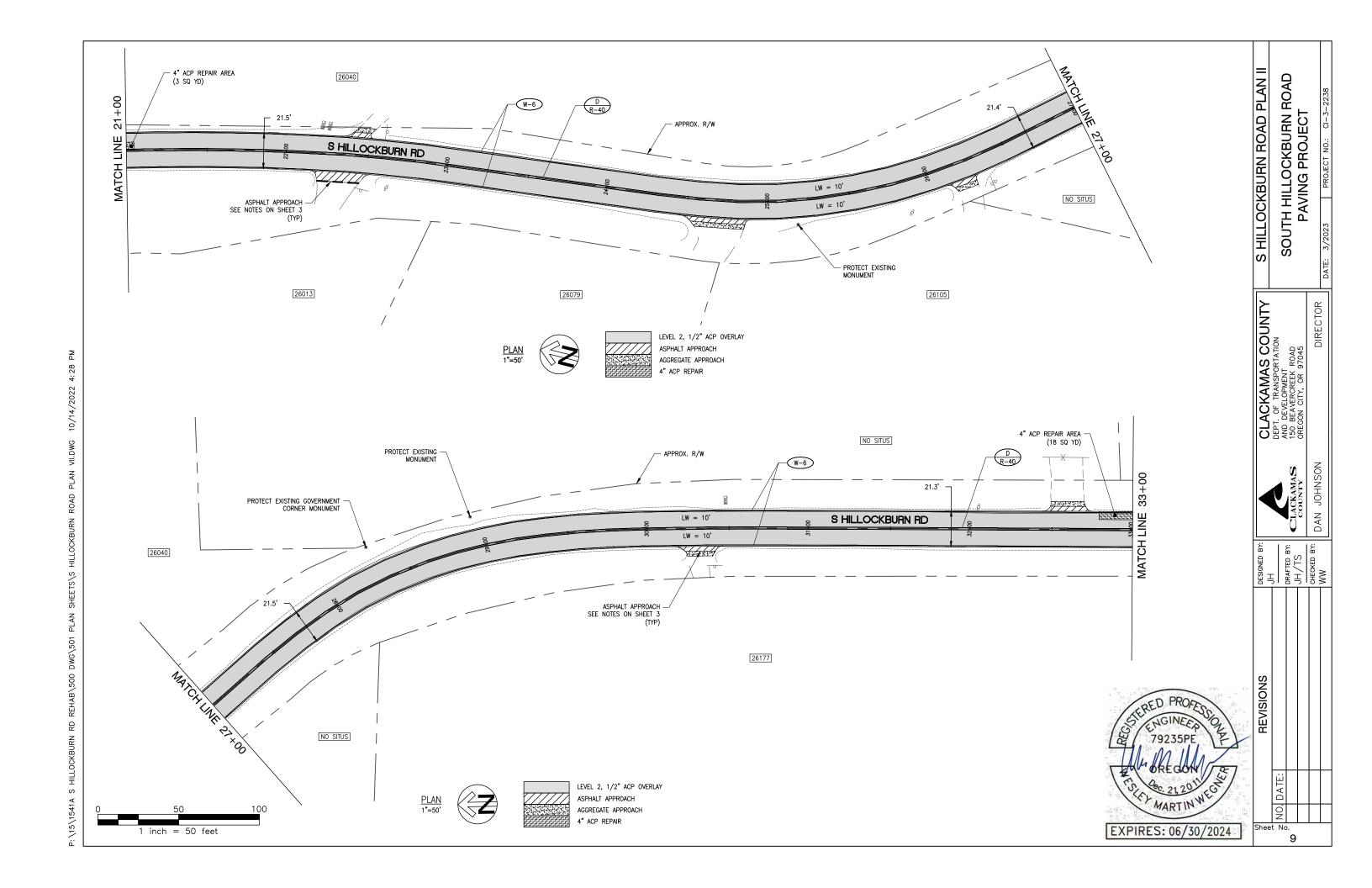
DIRECT

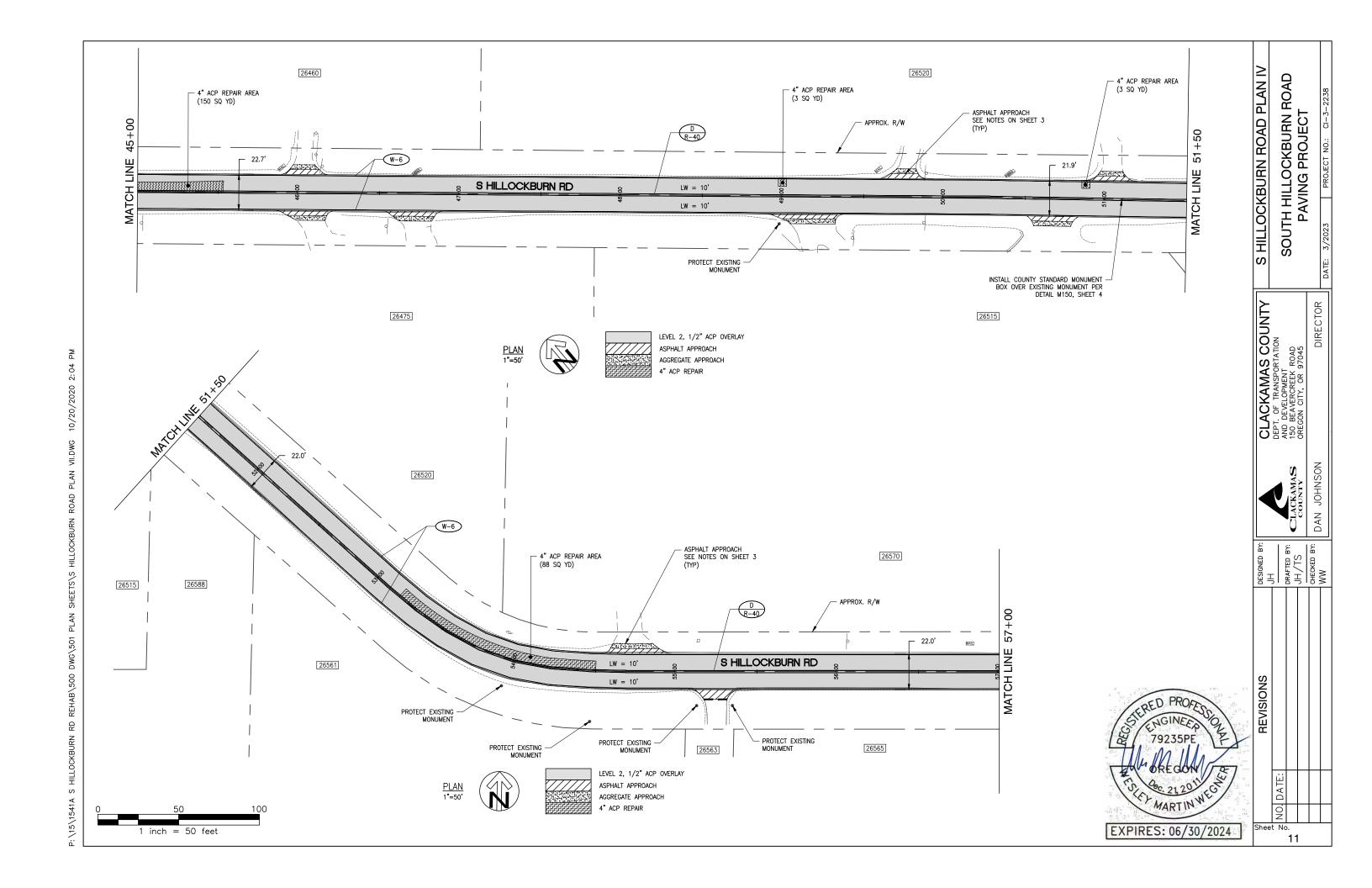
DETAILS II

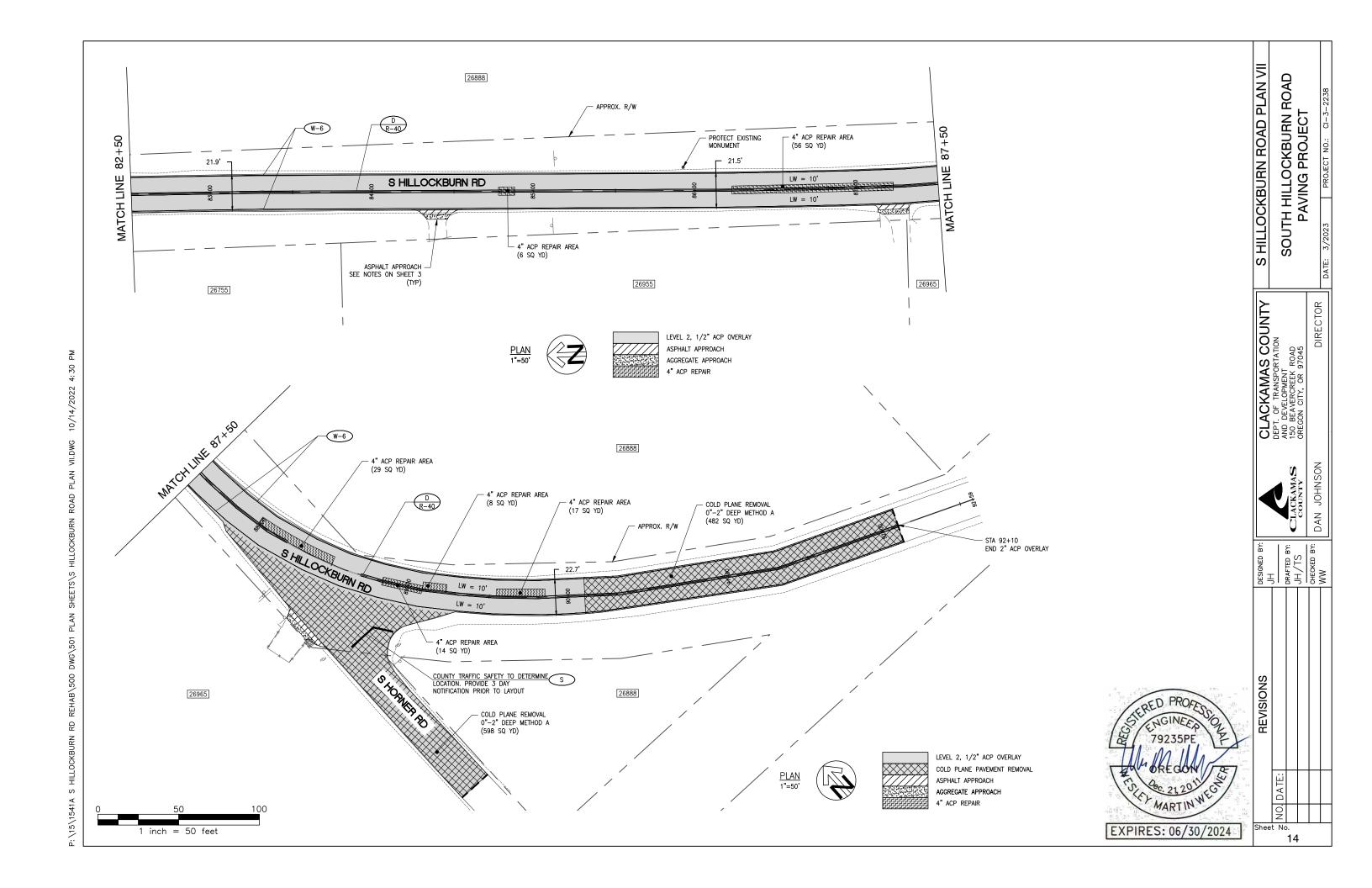














INVITATION TO BID #2023-35 **South Hillockburn Road Paving Project** ADDENDUM NUMBER 1 April 25, 2023

On April 19, 2023, Clackamas County ("County") published Invitation to Bid #2023-35 ("BID"). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

The following changes are made to the Project Plans:

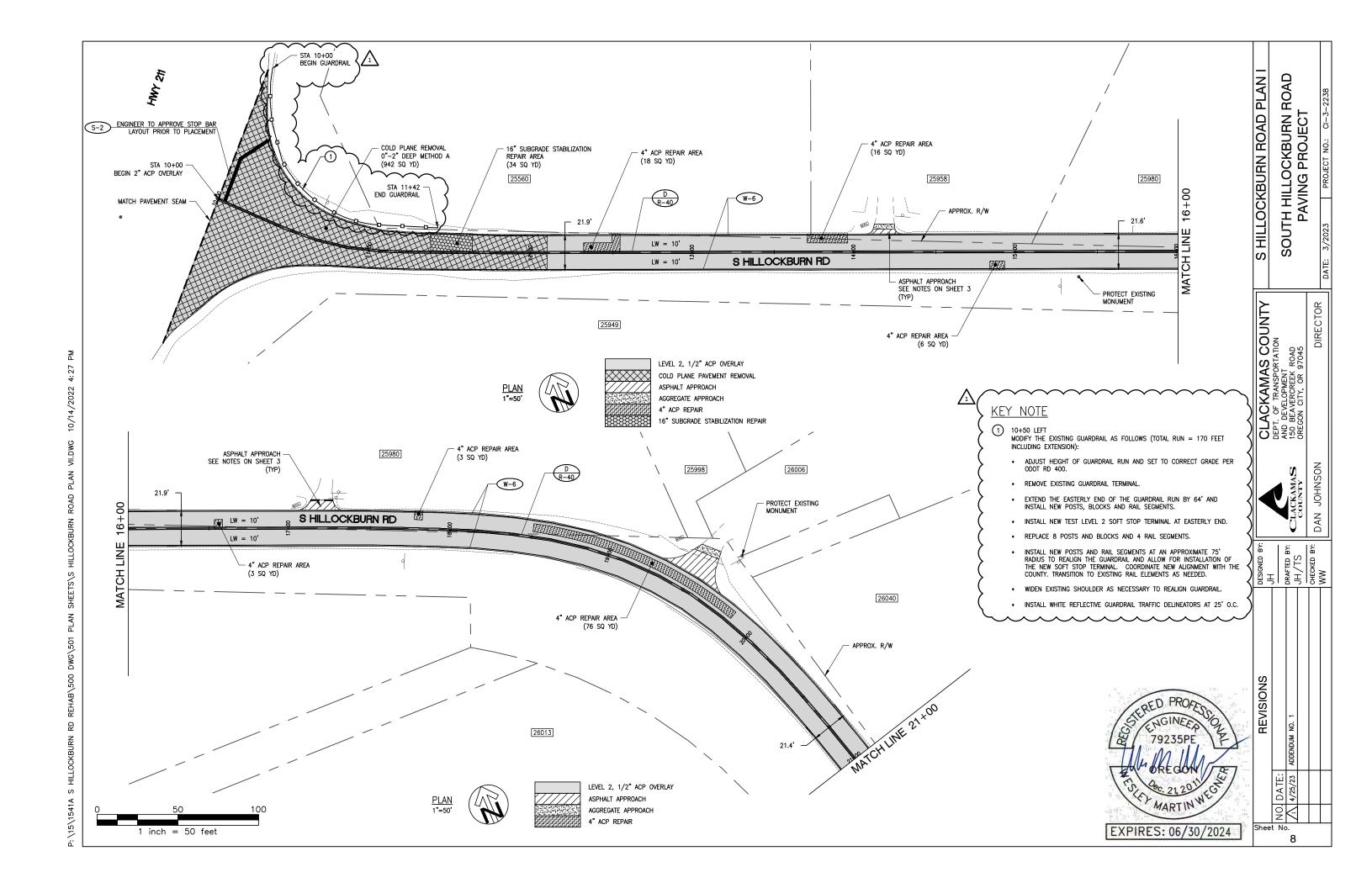
1. Replace Plan sheet 8 with the attached plan sheet.

The Following is added to PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS:

1. ODOT APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY (27 pages)

Attachments:

- Revised Plan Sheet 8
- ODOT APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY



Oregon Department of Transportation

734-3457 (2/2021)

APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY

		PE	₹M	IT I	NUI	MBI	ER
2	C	M	3	9	9	2	6

See Oregon Administrative Rule, Chapter 734, Division 55

CLASS:	KEY#

GENERAL LOCATION					PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)				
HIGHWAY NAME AND ROUTE NUMBER HWY 211						POLE	TYPE	MIN. VERT. CLEA	RANCE
HIGHWAY NUMBER COUNTY					BURIED	TYPE			
211	Clackan	nas	Clackam	as		L CABLE			
BETWEEN OR NEAR LA						PIPE	TYPE		
Intersection of Hwy			. 1			LINE			
HWY. REFERENCE MA		ATED FREEWAY				NON-COM	MERCIAL SIGN AS	S DESCRIBED BEL	ow
APPLICANT NAME AND	ADDRESS YE	s 🔀 NO	YES		X NO	MISCELLAN	IEOUS OPERATION	IS AND/OR FACILITIES	
Clackamas County,	DTD					DESCRIBE	FOR ODOT U	SE ONLY	
c/o Wes Wegner, W		ng				BOND REQUIRE	D REFERE	NCE: AMOUNT OF	BOND
215 W. 4th Street, S	-	Ü				YES 🛚	NO OAR 734	-055	
Vancouver, WA 98						INSURANCE RE			MP. DATE
			_			X YES	NO OAR 734	12/29/2	023
	DETAIL LC	CATION OF	FACILITY (For r	nore space	e attach additi	onal sheets)		
MILE MILE	ENGINEERS	ENGINEERS	SIDE OF HWY	OR	DISTA	NCE FROM	BURIED C	ABLE OR PIPE	SPAN
POINT TO POINT		O STATION	ANGLE OF CRO	SSING			DEPTH/VERT.	SIZE AND KIND	LENGTH
28.48 28.48	n/a	n/a	West		15	within	n/a	Sign 1	
28.57	n/a	n/a	West		15	within	n/a	Sign 2	
28.67 28.67 28.85 28.85	n/a n/a	n/a n/a	West East		15 15	within within	n/a n/a	Sign 3 Sign 3	
28.95 28.95	n/a	n/a	East		15	within	n/a	Sign 2	
29.04 29.04	n/a	n/a	East		15	within	n/a	Sign 1	
Given mile points are for tem northbound and southbound to TRAFFIC CONTRO TRAFFIC CONTRO YES [OAR 73 AT LEAST 48 HOUR SPERIMARESEN/SATIVE! TO THE DISTRICT O A COPY OF THIS PE ATTENTION: Oregon 952-001-0001 throug CALL BEFORE YOU	Install and operate traffic control devices on Hwy 211 for a Clackamas County paving project occuring on S Hillockburn Road at its intersection with Hwy 211. Given mile points are for temporary traffic control signs. Signs include "Road work ahead"; "Be Prepared to Stop"; and "Flagger symbol" signs with 500' spacing for northbound and southbound traffic on HWY 211. Hillockburn Rd intersection@ milepost 28.76. Guardrail will be adjusted to meet Standards for RD 400. TRAFFIC CONTROL REQUIRED OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED YES [OAR 734- 055-0100(2)] NO [OAR 734-055-0100(1)] AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT SPERIPHRESENSAME FOR ONLY) AT PHONE NO.: 503-665-4006 OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: D2CUP@odot.oregon.gov SPECIFY TIME AND DATE WORK IS TO OCCUR. ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987. CALL BEFORE YOU DIG 1-800-332-2344								
COMMENTS (FOR ODO	,								
Contractor is required to r Applicant or their Contrac	At the time of lane and/or complete roadway closure and again when the lane and/or complete roadway is opened on a state highway the Applicant or their Contractor is required to notify ODOT Traffic Management Operations Center (TMOC) 503-283-5859. If during the course of their permitted work the Applicant or their Contractor come across personal property in their work zone they need to contact their permit specialist. The personal property may not be removed by the Applicant or their Contractor. ODOT is not responsible to collect and dispose of sharps or biohazard material found within the project limits.								
IF THE PROPOSED APP OFFICIAL'S SIGNATURE							CQUIRE THE LOC	AL GOVERNMENT	
LOCAL GOVERNMENT C X Shane Abbot	Digitally sig	JRE gned by Shane Abbott 09,09 12:54:19 -07'00'		- 1	TITLE Clackamas	County		DATE 9/9/2022	
APPLICANT SIGNATURE	, Dute. Porr.	-	ATION DATE	,	TITLE Wes Wegr	ner, Sr. Engine		TELEPHON 360-852-9	
approves the terms and provisions	When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.				DISTRICT MA	NAGER OR RE	PRESENTATIVE	APPROVAL	



GENERAL PROVISIONS FOR POLELINE, PIPELINE, BURIED CABLE, AND MISCELLANEOUS PERMITS 2 C M 3 9 9 2 6

Revised April 2022

APF	APPLICANT: Clackamas County, DTD PERMIT NO.:					
HIG	HIGHWAY: OR-211 / 161 / Estacada - Woodburn MP: 28.48 - 29.04					
Divis Rule docu work	sion 55 will a uments c is cor	mit provisions are in addition to the requirements described in Oregon As and may be supplemented by permit special provisions. In the event apply then these provisions followed by any permit special provisions. Use referenced are references to the current version, with any revisions or inducted. d ((X)) provisions apply.	of a conflict, the Administrative Inless otherwise specified, all			
	RKS					
	1.	Access control fence must be maintained during permitted work and a condition after permitted work is complete.	restored to its original or better			
\boxtimes	2.	- Control of the cont				
	3.	 The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is prohibited. 				
	4.	All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.				
\boxtimes	5.	Disturbed areas shall be reseeded with grass native to the area in an	appropriate seeding time.			
\boxtimes	6.	The spreading of mud or debris upon any state highway is prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the Applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently as directed by the District Manager or representative.				
	7.	Applicant shall replace any landscape vegetation or fences that are d damage that is not fully restored within 30 days may be replaced by C Applicant. A "plant establishment" shall be understood to be part of the satisfactory growth of planted materials. The plant establishment peri planting has been completed and approved. The length of the establicalendar year or as defined in the permit Special Provisions.	DDOT at the expense of the eplanting work to assure od will begin when the original			
	8.	Applicant shall install and maintain the landscaped area as shown on shall be limited to non-invasive, low-growing shrubs, grass or flowers to obstruct clear vision in any direction. ODOT may remove plantings damage of any nature whatsoever if in the future it is determined to be	that do not attain sufficient height without liability or loss, injury, or			
TRA	AFFI					
×	9.	The work area shall be protected in accordance with the Manual on U Streets and Highways (MUTCD), and the Oregon Temporary Traffic of supplemented or amended by ODOT.				
	10.	For work requiring traffic control devices to be in place continuously for Applicant shall provide a site specific traffic control plan developed by Manual on Uniform Traffic Control Devices for Streets and Highways The traffic control plan may be reviewed by ODOT before work begin relieve the Applicant of responsibility for the accuracy of the traffic control plan may be reviewed by ODOT before work begin relieve the Applicant of responsibility for the accuracy of the traffic control plan may be reviewed by ODOT before work begin relieve the Applicant of responsibility for the accuracy of the traffic control plan may be reviewed by ODOT before work begin relieve the Applicant of responsibility for the accuracy of the traffic control plan may be reviewed by ODOT before work begin relieve the Applicant of responsibility for the accuracy of the traffic control plan may be reviewed by ODOT before work begin relieve the Applicant of responsibility for the accuracy of the traffic control plan may be reviewed by ODOT before work begin relieve the Applicant of responsibility for the accuracy of the traffic control plan may be reviewed by ODOT before work begin relieve the Applicant of responsibility for the accuracy of the traffic control plan may be reviewed by ODOT before work begin relieve the Applicant of responsibility for the accuracy of the traffic control plan may be reviewed by ODOT before work by the accuracy of the traffic control plan may be reviewed by ODOT before work by the accuracy of the traffic control plan may be reviewed by ODOT before work by the accuracy of the traffic control plan may be reviewed by ODOT before work by the accuracy of the traffic control plan may be reviewed by ODOT before work by the accuracy of the traffic control plan may be reviewed by ODOT before work by the accuracy of the traffic control plan may be reviewed by the accuracy of the traffic control plan may be reviewed by the accuracy of the traffic control plan may be reviewed by the accuracy of the accuracy of the accurac	ased on the principles of the (MUTCD) and ODOT Standards. s. The ODOT review does not			

For permitted utility work, the Applicant shall take measures necessary to maintain the accessibility of the state highway including sidewalks and pedestrian areas by individuals with disabilities to the ODOT

		Americans with Disability Act (ADA) standard during the course of the work by following the Oregon Temporary Traffic Control Handbook, Section 1.6.
×	12.	When constructing a new utility service line, Applicant shall ensure that advance notice of any temporary pedestrian route is provided in an accessible format to the public, people with disabilities, and disability organizations to the greatest extent possible. The Notice is to be sent to the organizations on the contact list of Centers for Independent Living at https://www.oregon.gov/odot/Engineering/DOCS_ADA/AOCIL-Contacts.pdf
X	13.	All damaged or removed highway signs shall be replaced by the Applicant. Installation shall be according to MUTCD and ODOT standards, and shall be completed as soon as possible but no later than the end of the work shift.
	14.	No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday through Friday) without prior approval by ODOT.
\boxtimes	15.	Hours of work shall be 8:30am - 3:30pm Monday - Friday
DR	AINA	GE CONTROL CONT
	16.	On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
	17.	Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
	18.	Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
	19.	A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
		 whenever a four inch pipe is inadequate to serve the developed area,
		 development site is one acre or larger in size and directly or indirectly affects state facilities, or
		 as directed by the District Manager or representative.
	20.	Applicant shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
	21.	All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction.
EX	CAVA	TION / CONSTRUCTION
×	22.	"Oregon Standard Specifications for Construction" and ODOT "Standard Drawings" where applicable and not otherwise superseded by the permit, shall be incorporated for use in the permit; https://www.oregon.gov/odot/engineering/pages/index.aspx . These documents apply only to the extent they provide standards and performance requirements for work to be performed under the permit. In the event of a conflict, the permit provisions will take precedent.
	23.	Trench backfill shall be according to the attached typical drawing, marked as Exhibit A.
	24.	When open cutting of the highway is allowed, all excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift.
	25.	Steel plates shall be pinned and a temporary cold patch applied to the edges. The Applicant shall be responsible for monitoring and maintenance of temporary patching and steel plating.
	26.	Compaction tests shall be required for each open cut per Oregon Standard Specifications for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be at least 95%. Results of compaction test shall be provided upon request of the District Manager or representative at Applicants' expense.

	27.	Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum compressed strengths must not exceed 250 pounds per square inch (psi).
\boxtimes	28.	Surface restoration shall be a minimum of four inches of hot asphalt-concrete (AC), compacted in two inch lifts, or to match existing pavement depth, whichever is greater. Sand-seal all edges and joints.
	29.	Any area of cut or damaged asphalt shall be restored in accordance with the attached "T-Cut Typical Section" drawing. For a period of two years following the patching of the paved surface, Applicant shall be responsible for the condition of the pavement patches, and during that two year period shall repair to District Manager or representative's satisfaction any of the patches which become settled, cracked, broken, or otherwise faulty.
	30.	An overlay to seal an open-cut area shall be completed prior to the end of the construction season, or when minimum temperature allows per the Oregon Standard Specification for Construction. The overlay shall be 1.5 inches deep and cover the affected area from edge of pavement to edge of pavement, and taper longitudinally at a fifty feet to one inch (50':1") ratio. Taper may be adjusted by the District Manager as required. For a period of two years following this patching of the paved surface, the Applicant shall be responsible for the condition of said pavement patches, and during that time shall repair to the District Manager or representative's satisfaction any of the patches which become settled, cracked, broken or otherwise faulty.
	31.	Highway crossings of utility lines shall be bored, or jacked. Bore pits shall be located behind the ditch line unless otherwise specified in the permit. Unattended pits shall either be protected by a six-foot fence, backfilled, or steel plated and pinned.
	32.	Any non-conductive, un-locatable, underground facility shall have a tracer wire or other similar conductive marking tape or device placed the full length of the installed underground facility in compliance with the Oregon Utilities Notification Center rules, OAR Chapter 952.
	33.	Trench backfill outside of ditch line may be native soil compacted at optimum moisture in twelve inch layers to not less than 95% relative maximum density.
\boxtimes	34.	Native material that is unsatisfactory for compaction shall be disposed of off the work site and granular backfill used.
	35.	Trench backfill in rock slope or shoulder shall be crushed 1"-0 or ¾"-0 size rock compacted at optimum moisture in eight-inch layers. Compaction tests shall be conducted according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent compaction shall be at least 95%maximum density. At the request of the District Manager or representative, results of compaction tests shall be provided to District Manager or representative at Applicant's expense.
	36.	Where excavation is on fill slope steeper than a two to one (2:1) ratio, slope protection shall be provided using four-inch size rock laid evenly to a minimum depth of twelve inches.
	37.	No more than 300 feet of trench longitudinally along the highway shall be left open at any one time and no trench shall be left in an open condition overnight.
	38.	Areas of disturbed cut and fill slopes shall be restored to a condition suitable to the District Manager or representative. Areas of erosion to be inlaid with an acceptable riprap material.
	39.	All underground utilities shall be installed with three-foot or more of horizontal clearance from existing or contract plans guardrail posts and attachments.
	40.	Any area of cut or damaged concrete shall be restored in accordance with the attached Typical Section-Pipe Section under sidewalk.
	41.	Utility markers, pedestals, and vaults shall be placed as near the highway right-of-way line as practical. In no case shall pedestals, vaults, and line markers be located within the area where highway maintenance activities regularly occur including mowing operations, or nearer the pavement edge than any official highway sign in the same general location.
	42.	No cable plowing is allowed within the lateral support of the highway asphalt (e.g. at six feet lower than the edge of the asphalt, no plowing within nine feet of the edge of the asphalt).
	43.	Review by the ODOT Bridge Engineer is required for all proposed bridge and structure attachments and for any facilities to be installed within sixteen feet of bridge foundations, supports, walls or related elements, or within the influence zone of bridge facilities.

MISCELLANEOUS

- Applicant shall be responsible and liable for (1) investigating presence/absence of any legally protected or regulated environmental resource(s) in the action area; (2) determining any and all restrictions or requirements that relate to the proposed actions, and complying with such, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s) state and federal threatened or endangered species, etc., (3) complying with all federal, state, and local laws, and obtaining all required and necessary permits and approvals.
- 45. If the Applicant impacts a legally protected/regulated resource, Applicant shall be responsible for all costs associated with such impact, including, but not limited to all costs of mitigation and rehabilitation, and shall indemnify, and hold ODOT harmless for such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.
- Plans are reviewed by ODOT in general only and do not relieve the Applicant from completing roadway improvements in a manner satisfactory to ODOT. The District Manager or representative may require field changes. When revisions are made in the field, Applicant is responsible to provide "as built" drawings, within 60 days from completion of roadway improvements, and shall submit them to the District Office issuing the permit.
- 47. Applicant shall be responsible for locating and preserving all existing survey monumentation within the work area in accordance with ORS 209.150 and/or 209.155. If monumentation or its accessories are inadvertently or otherwise disturbed or destroyed, Applicant shall be responsible for all costs and coordination associated with its reestablishment by a professional licensed surveyor.
- 48. Applicant shall be responsible to restore or replace any curbs or curb ramps damaged by the permitted activity according to ODOT's ADA Standards available at https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx. Any review or inspection of the curbs or curb ramps conducted by ODOT does not relieve the Applicant of the responsibility to comply with any other aspect of federal, state, and local laws, rules and regulations applicable to the work allowed under the permit including but not limited to the Americans with Disabilities Act of 1990.
- When constructing a minor roadway improvement, Applicant shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this permit, including, without limitation, the provisions of ORS 276.071. If Applicant chooses to assign their permitted responsibilities to a consultant or contractor, Applicant shall inform the consultant or contractor of the requirements of ORS 276.071.
- Upon completion of the permitted minor roadway improvement, Applicant shall notify ODOT and request final inspection. If all structures and appurtenances constructed under this permit are found to be in compliance with permit provisions and state standards, ODOT will accept ownership of the permitted structures and appurtenances by written notice to the Applicant.

By this signature Applicant acknowledges that the Applicant is subject to and accepts all checked (
) provisions (4 pages).

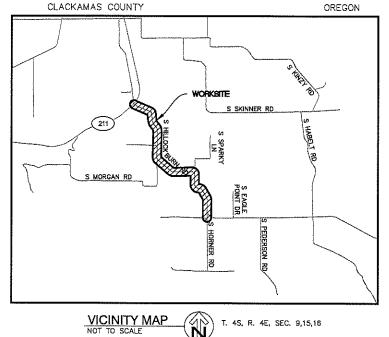
Applicant Representative's Signature:	Applicant Representative's Title:	Date:
Vine Hall	Project MANAGER	9/22/22

PLANS FOR PROPOSED PROJECT PAVING, GRINDING, AND GRADING

SOUTH HILLOCKBURN ROAD REHABILITATION

WORKSITE - S HILLOCKBURN RD - RD# XXXXXX

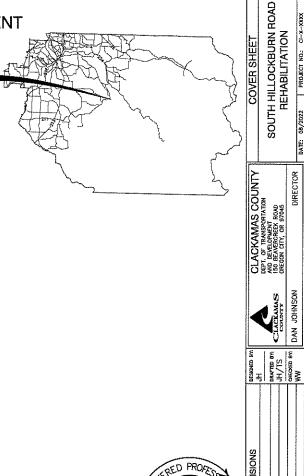
	INDEX OF SHEETS
1	COVER SHEET
2	GENERAL NOTES & LEGEND
3	TYPICAL SECTIONS
4	DETAILS
5	TRAFFIC CONTROL PLAN PH1
6	TRAFFIC CONTROL PLAN PH2
7	S HILLOCKBURN ROAD PLAN I
8	S HILLOCKBURN ROAD PLAN II
9	S HILLOCKBURN ROAD PLAN III
10	S HILLOCKBURN ROAD PLAN IV
11	S HILLOCKBURN ROAD PLAN V
12	S HILLOCKBURN ROAD PLAN VI
13	S HILLOCKBURN ROAD PLAN VII





T. 4S, R. 4E, SEC. 9,15,16

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



EXPIRES: 06/30/2024

P:\15\1541A S HILLOCKBURN RD REHAB\500 DWG\501 PLAN SHEETS\COVER.DWG B/25/2022 11:20 AM

GENERAL NOTES:

- 1. COORDINATE VALVE, MANHOLES AND LITELITY VALUE/BOX ADJUSTMENTS WITH UTILITIES.
- PAVE DRIVENAY TRANSITIONS. DEPTH, WIDTH AND LENGTH (2"-25") WILL WARY. LIMITS TO BE DETERMINED BY ENGINEER AFTER WEARING COURSE APPLIED.
- CONTRACTOR TO RESTORE SHOULDER 2'-4' WIDTH, SEE DETAIL
- ALL WORK AND MAYERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROMISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
- 5. IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
- THE LOCATION OF PICTURES SHOWN ON THE FLANS IS APPRICIABLE AND SHOWN FOR INFORMATION PRIPROPESS ONLY THE CONTRACTOR SHALL HAVE ALL URLIFLES LOCATED PRIOR TO COMMERCING CONSTRUCTION. NOTIFY ENGINEER AND JID TRANSPORTATION MANTENANCE OF ANY DISCREPANCES PRIOR TO INITIATING THE CONSTRUCTION OF THE FIGURES.
- THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION
 OF THE MARIAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND GREGOR SUPPLEMENTS. THE CONTROLORS AND AT
 ALL THREE, MARIANIA LOCALESS FOR EMERICATIVE CHARLES, BUSINESSES, RISES, AND HOMEOWINES ALONG THE
- WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL HOTELY THE APPLICABLE AGENCIES, INCLUSING TRINET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- 8. FRAL CLEARLY PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFOAMACE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.

SURVEY NOTES:

- VERTICAL DATUM: NAVO '88 (GEOID 126) UTBLIZING GPS POSITIONING TIED TO THE ORON WITH REAL TIME CORRECTIONS REPREVENCED TO DATUM HAVE SEX (2011) EPOCHS 2010.00. THE SOTUM REPULZIATION HAS VERHEID THROUGH DIRECTION GENERATION TO REPULZIATION HAS VERHEID THROUGH DIRECTION GENERATION TO REPULZIATION HAS VERHEID POINT IS DESCRIBED AS A STANLESS STEEL ROD WITH SLEEDE NEW THE INTERSECTION OF STATE HIGHWAY 224 AND DATE OF THE DATE OF THE OWNER STATE OF THE OWNER STATE OF THE OWNER STATE OF THE OWNER STATE OWNER STATE OWNER STATE OF THE OWNER STATE OWNER STATE
- HORIZONTAL DATUM: HORIZONTAL POSITIONING IS BASED UPON THE OREGON COORDINATE REFERENCE SYSTEM, PORTLAND ZONE, UTILIZING GPS POSITIONING RED TO THE ORGN WITH REAL TIME CORRECTIORS REFERENCED TO DATUM IND '83 (2011) EPOCH 2010.00

RIGHT-OF-WAY REPRESENTATION:

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

GENERAL CONSTRUCTION PHASING AND STAGING NOTES

- THE CONTRACTOR SHALL CONFLETE THE PROJECT IN ACCORDANCE WITH AN APPRICADE PHASING PLAN AND IN ACCORDANCE WITH THE SECOLA PROMISCIONS, THE PLAN SHEETS REPLECT THE GENERAL PHASING AND TRAFFOR CONTROL REQUIREMENTS FOR THE PROJECT, THE CONTRACTOR SHALL SUBMIT A DETAILED PHASING PLAN FOR REVIEW AND APPROVAL BY THE COUNTY PRIOR TO ESCIMENTS WORK.
- 2. RESTURE NORMAL TRAFFIC MOVEMENTS BY THE CLOSE OF EVERY WORKING DAY.
- 3. At the end of each work day, clean up the project area and leave it in a neat and secured manner.
- CONTRACTOR SHALL OBTAIN STORAGE AND PARKING AREAS ON PRIVATE PROPERTY IF NEEDED, NO STAGING AREAS HAVE BEEN SECURED FOR THE CONTRACTOR'S USE.
- CONTRACTOR'S EMPLOYEES, SUPPLIERS, AND SUBCONTRACTORS SHALL NOT PARK OR UTILIZE PRIVATE DRIVEWAYS OR PARKING LOTS WITHOUT PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNERS.
- MATERIALS MAY NOT BE STORED OR STOCKPILED, NOR MAY EQUIPMENT THAT IS NOT OPERATING BE PARKED ON STREETS WITHIN THE PROJECT LIMITS UNLESS SAMELY LOCATED WITHIN A CLOSED WORK ZONE AND MINIMUM CLEAR SPACE DISTANCES ARE PROVIDED BY ACCORDINACE WITH THE SPECIFICATIONS.
- 7. SEE COOT RIGHT-OF-WAY PERMIT FOR WORK HOUR RESTRICTIONS AND ADOITIONAL PROVISIONS.

ACCESS AND COORDINATION REQUIREMENTS

- ACCESS FOR EMERGENCY SERVICES SHALL BE MAINTAINED AT ALL TIMES, CONTRACTOR SHALL INFORM EMERGENCY SERVICES OF ALL TRAFFIC CONTROL MODIFICATIONS, PRIOR TO IMPLEMENTATION.
- MARTAIN YEHCULAR AND PEDESTRIAN ACCESS TO BUSINESSES AND RESIDENCES AT ALL TIMES. TEMPORARY INTERPRITORS IN ACCESS SHALL BE COCROMINED BY THE CONTINUED RWITH THE PROPERTY OWNER/TEMANT, AND THE COUNTY RESPECTOR PROPERTY TO IMPLEMENTING CLISSING.
- CONTRACTOR SHALL COORDINATE ACCESS FOR SERVICES HIGHERING, BUT HOT LIMITED TO: MAR. DELIVERY, TRASH PICKUP, TRANSIT, AND ANY SPECIAL TRANSPORTATION SERVICES THAT EXIST WITHIN THE PROJECT AREA.
- THE CONTRACTOR SHALL COORDINATE DELIVERY AND ACCESS NEEDS WITH EACH MOMODIA, BUSINESS/RESIDENCE WITHIN THE PROJECT WITHIN AND AQUIST CONSTRUCTION ACTIVITIES AS RECESSARY TO ENSURE BUSINESS AND RESCRIPT MERCES ARE DEFENSED THROUGHOUT CONSTRUCTION.
- Inform and contact all affected residents and businesses with special written notices, approved by the engineer, within the project area 48 hours before each work activity that will impact their

GENERAL TRAFFIC CONTROL NOTES

- THE MINIMUM TRAFFIC CONTROL MEASURES NOTED ON THE APPROVED TRAFFIC CONTROL PLANS SHALL BE INSTALLED PRIOR TO START OF ANY OTHER WORK ON THE PROJECT.
- THE CONTRACTION SHALL PROVIDE TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC IN ACCORDANCE WITH APPROVED TEMPORARY TRAFFIC CONTROL, PLANS, SUPPLEMENT, TEMPORARY THAFFIC CONTROL, PLANS, SUPPLEMENT, TEMPORARY THAFFIC CONTROL, PLANS PERPENDE OF THE CONTROL PROTECT, AND OUTFAPEN THAFFIC VESTIONS OF THE MUTCH, THE CREGION TEMPORARY TRAFFIC CONTROL HANDBOOK, AND DOOT/APPIA STANDARD SPECIFICATIONS FOR
- THATE CONTROL FLAUS DIES SPECIFIC ERBERAL PARESS OF MORE ARE CONTROL HERBIN AS REQUIRED TO ORBAN NECESSAY FEMALS REVIOURS ADJACES. THE CONTROL OF SAULAGOFT HER PER SPECIFIED TO ORBAN NECESSAY FEMALS REVIOURS AND THE CONTROL THAT OF THE MELLINE PARES OF THE PARES FOR REVIOUR MOR. PROPRIOT, THE NECESSAY OF THE PARES FOR REVIOUR MOR. PROPRIOT, THE NECESSAY OF THE MELLINE PARES OF THE MELLINE THAT OF THE MELLINE PARES OF THE MELLINE PARES OF THE MELLINE CONTROL PARES OF THE MELLINE THAT OF THE MELLINE THAT IN PARTS ALL OTHER INTERSECTIONS WHITE THE PARES OF THE METALS OF THE MELLINE THAT IN PARTS ALL OTHER INTERSECTIONS OF THE METALS THAT IN PARTS ALL OTHER THAT IN PA
- CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLANS PREPARED BY A TRAFFIC CONTROL SUPERMISOR TO CLACKAMAS COUNTY FOR REVIEW A MINIKUM OF TWO WEEK PRIOR TO CONSTRUCTION, DISTRICT WILL DISTRIBUTE TRAFFIC CONTROL PLAN(S) TO APPROPRIATE AGENCIES FOR REVIEW AND APPROVAL
- THE TRAFFIC CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR MAKING AGUISTMENTS TO THE APPROVED TRAFFIC CONTROL PLANS TO SETTER MANUEL TRAFFIC CONSTINUES, SHORED, PLANS OBLINEATION, AND PRISONNEL MAY SE RECESSANT TO SAFELY DEFOUR TRAFFIC ARGUND THE WORL CONES.
- WITHIN OOT ROTH OF WAY OR WHEN HORK MANCES OUT OWNED PRUMIES, OOT RESERVES THE RIGHT TO ADD TO OR NOODY TRAFFIC CONTINUE. REQUIREMENTS AS MY ZE RESERVESSAWT TO DEFENDED CONTINUE. THEN AND TO ASSURE PUBLIC SWETT IN ACCORDANCE WITH THE MANUAL, FOR INSTORM TWAFTIC CONTINUE. DEFICES AND ORGONA MEMORIANTS AS REQUIRED, OOM MY REQUIRE ADDITIONAL TRAFFIC CONTINUE CHECKES. AS NEEDED TO PROVIDE FOR PUBLIC SAFETY WHICH ODD FACILITIES ARE IMPACTED BY CONSTRUCTION, NOTIFY DOOT A MINIMUM OF IT AUXILIARY CAN BE STURE STANKED WORK THAT WILL IMPACT COOT PACILITIES.
- Access through the work zone must be promoted at all times to vehicular traffic, street closures will not be permitted unless shown or approved by clackamas county in writing.
- EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION SIGNING ARE TO BE COVERED OR REMOVED AND REINSTALLED AFTER CONSTRUCTION,
- GRADE CHANGES WITHIN THE TRAVELED LANE OR A VERTICAL CHANGE OF MORE THAN 1" WILL REQUIRE TEMPORARY ACP RAMPS WITH PAPER OR SANO JOINTS AS NEEDED.
- USE TEMPORARY PAREMENT MAINCRES, BARRICAS, AND SIGNS AS REQUIRED TO SAFELY DETOUR PEDESTRAIN AND VERICULAR TRAFFIC AROUND CONTROLLED. LASE, TYPE AND LOCATION FOR ALL REMS ON TRAFFIC CONTROL PLANS. COGREGATE ACTUAL SIGN LOCATIONS WITH EMSELER PRIOR TO INSTALLATION.
- APPROPRIATE METHODS OF PEDESTRAIN AND VEHICULAR TOWNED CONTENT, INCLUDING FLAGGES, SHALL BE UNITED BY THE CONTENTION TO THE DETAIL DESIGNED AND THE TRANSPOR CONTINUES SHOWNED AND AS APPROVED BY CLARIUMS COLUMN AND THE ENGINEER TO PROTECT WORKERS OR THIRD PARTIES AND SAFELY ACCOUNTINGS THE PRINCE THE WORK ZONE.
- 12. TEMPORARY TRAVEL LANES SHALL BE A WINIKUM OF 10 FEET WIDE.
- Install Pows Boards frior to work zone on MWY 211 (Each Diffection) and S Hillockburn road at south end of project limits.
- ALL TCD, INCLIDING PLACEMENT AND SPACING, SHALL CONFORM TO THE MUTCD, OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, ODDT/APIKA STANDARD SPECIFICATIONS AND APPLICABLE PERMITS.
- ALL WORK ON S HELDCHBURN RO THAT DOES NOT BAPACT THE INTERSECTION WITH HAY 211 SHALL FOLLOW ODOT THASO AS AMENICED BY THE CONTRACTOR. ALL WORK ZONES LONGER THAN 500 FEET IN LENGTH SHALL REQUIRE THE USE OF A PHOLT OF, WHICH A PHOLT CAR IS USED, COMES AND SERVAGE SHALL SE PLACED AT EACH DRIVENKY PER THE DETAIL, THIS SHEET.

LEGEND

12345	EXISTING PROPERTY ADDRESS
	EXISTING ROW/PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING GRAVEL
	EXISTING SHOULDER
	EXISTING CENTERLINE STRIPING
121	EXISTING COMMUNICATION RISER
***	EXISTING UTILITY POLE
****	Existing utility pole anchor
922	existing mailbox
•	existing monument
	EXISTING SIGN
	PROPOSED SAWCUT

ODOT STANDARD DRAWINGS

▼ RD100	FM 531
 RD101 	• TM 580
• RD 610	TM 551
 RD 815 	• TM 800
RD 701	TH 810
 RD 1005 	• TM 82D
RD 1010	TH 821
 RD 1032 	• TM 840
TH 500-503	TN 841
• TN 515	■ TM 842
TM 517	TM 850

COUNTY ROADWAY STANDARD DRAWINGS

0500 M100 M150 \$100



NOTES:

- SIGN TO BE PLACED AT EACH DRIVEWAY APPROACH WHEN PILOT CAR IS USED.
- 2. SIGN SHALL CONFORM TO ODOT DRAWING CR4-20 OR CR4-20A

NTS



REVISI 2

ROAD

SOUTH HILLOCKBURN REHABILITATION

& LEGE

NOTES,

GENERAL

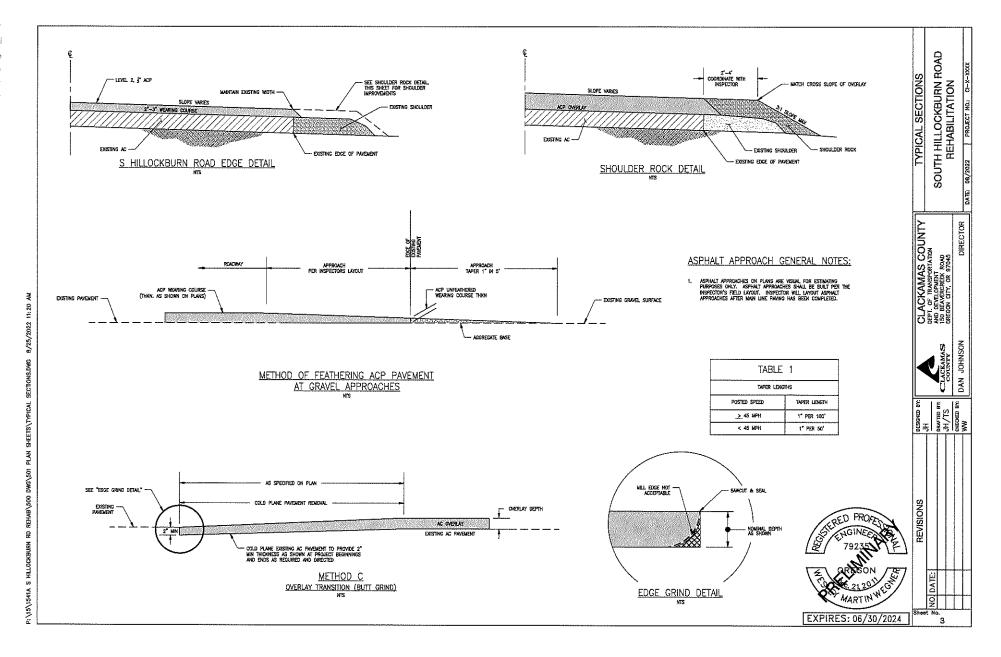
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVEROREEK ROAD
OPEGON DITY, OR 97046

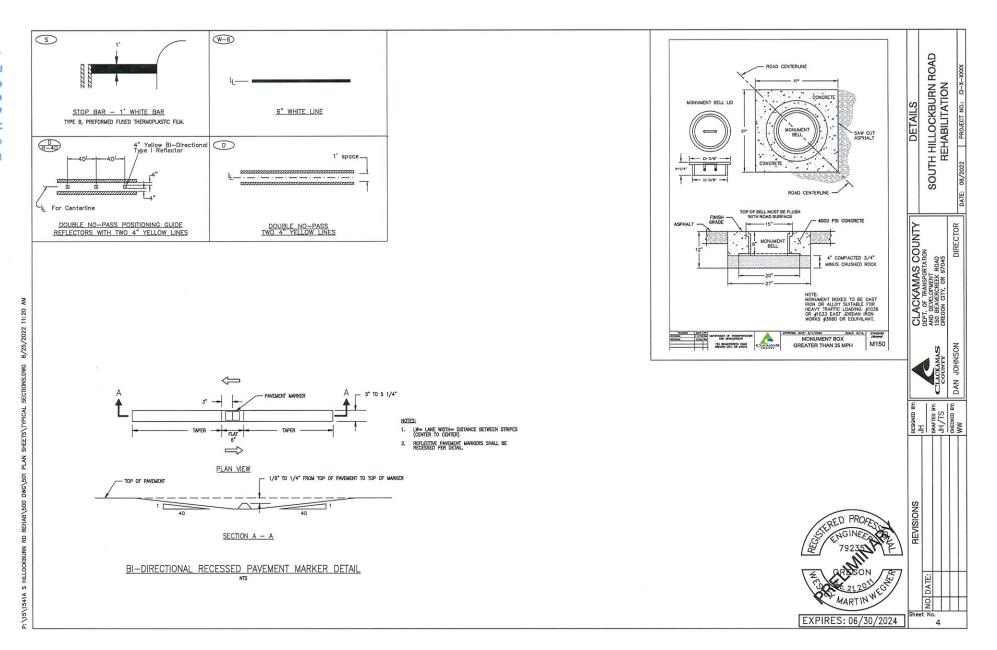
JOHNSON

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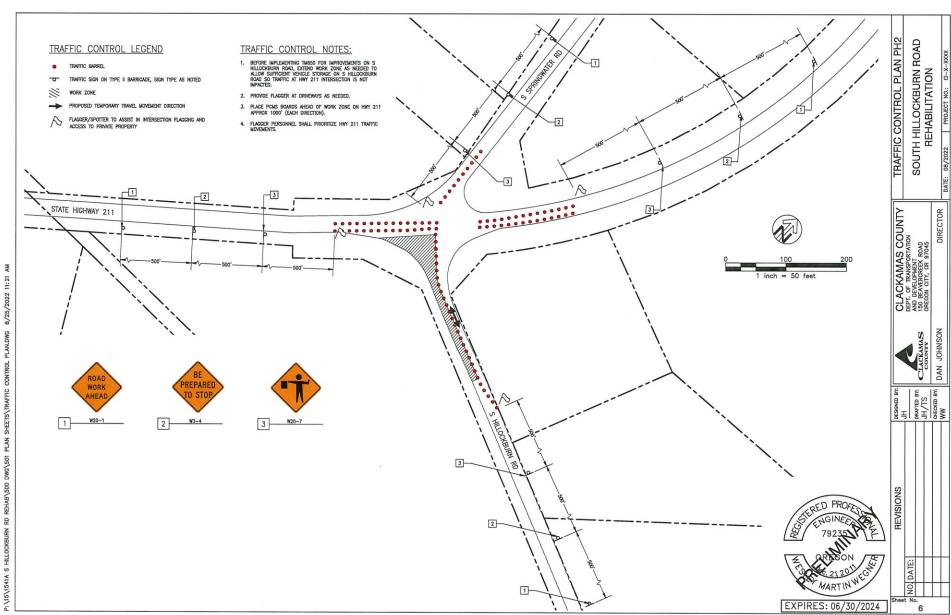
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PILOT CAR SIGN

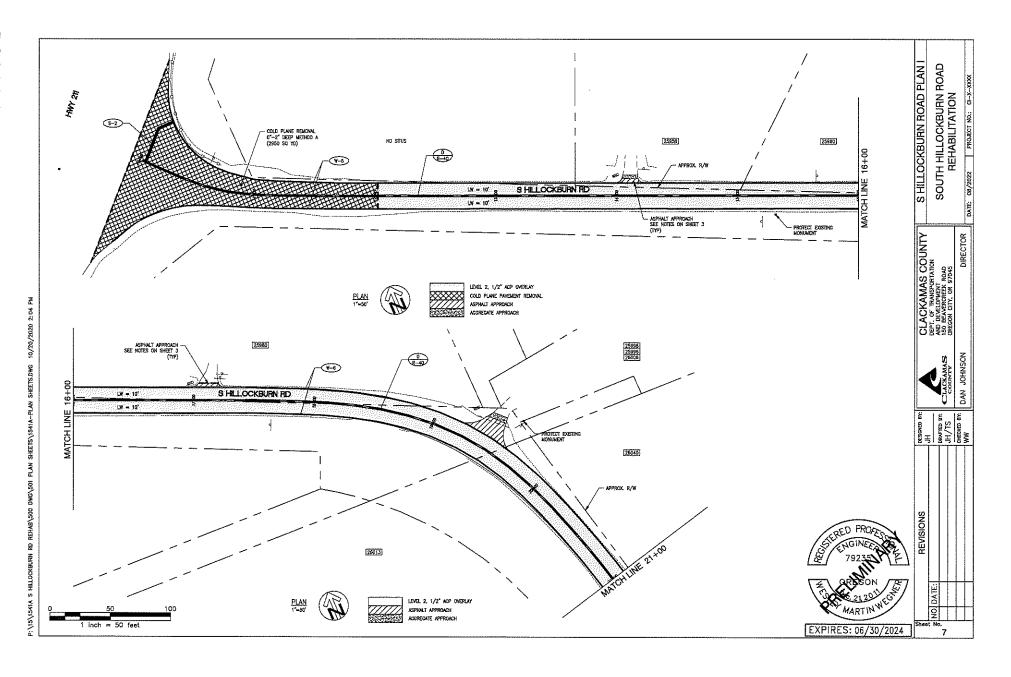


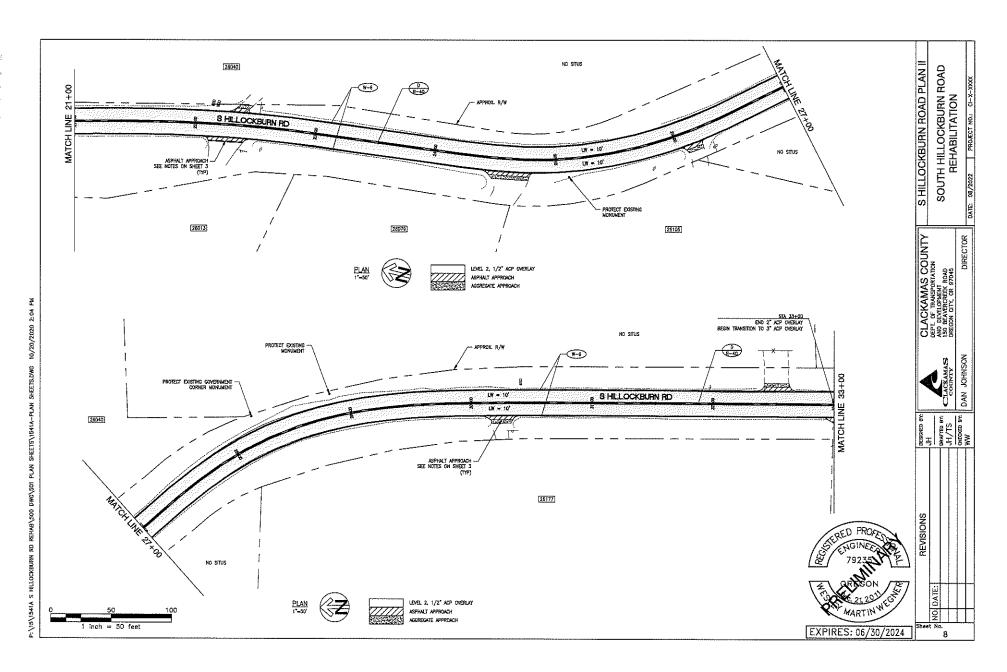


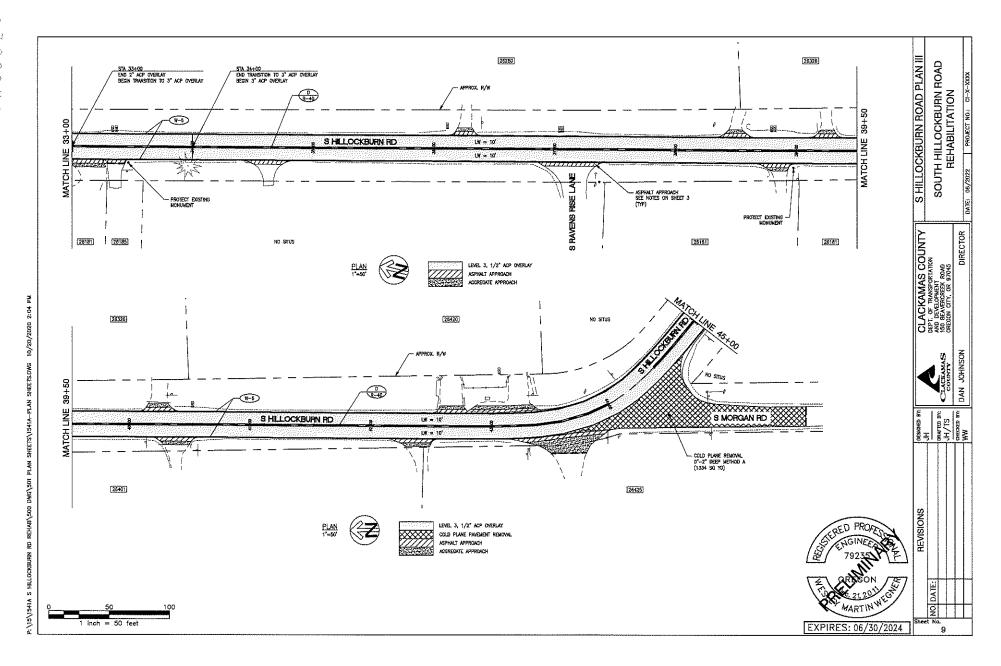
P:\15\1541A S HILLOCKBURN RD REHAB\500 DWG\501 PLAN SHEETS\TRAFFIC CONTROL PLAN.DWG 8/25/2022 11:20 AM

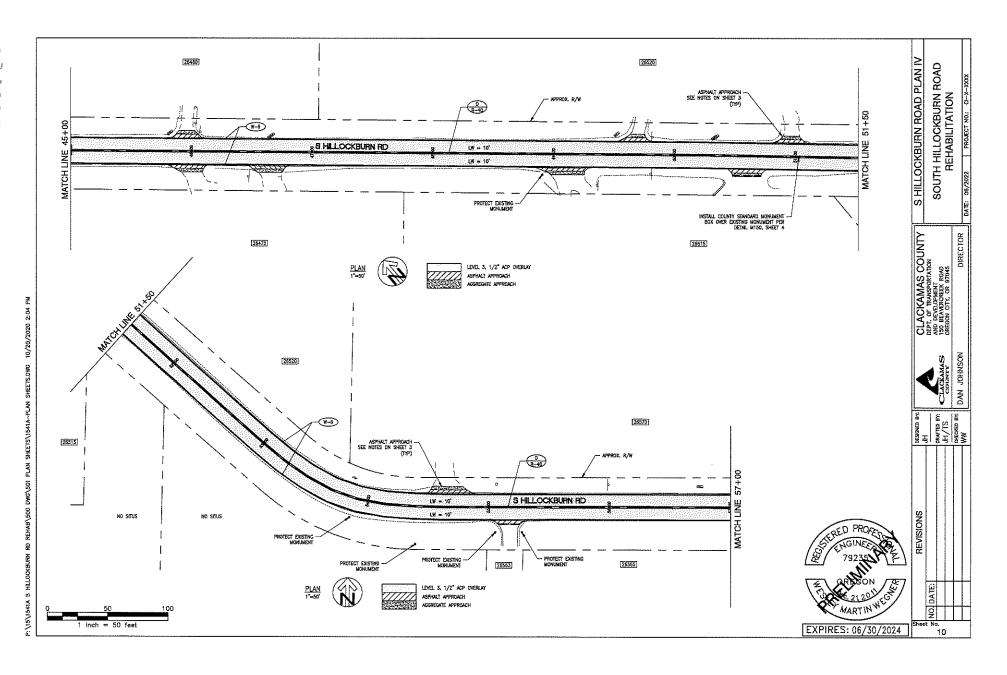


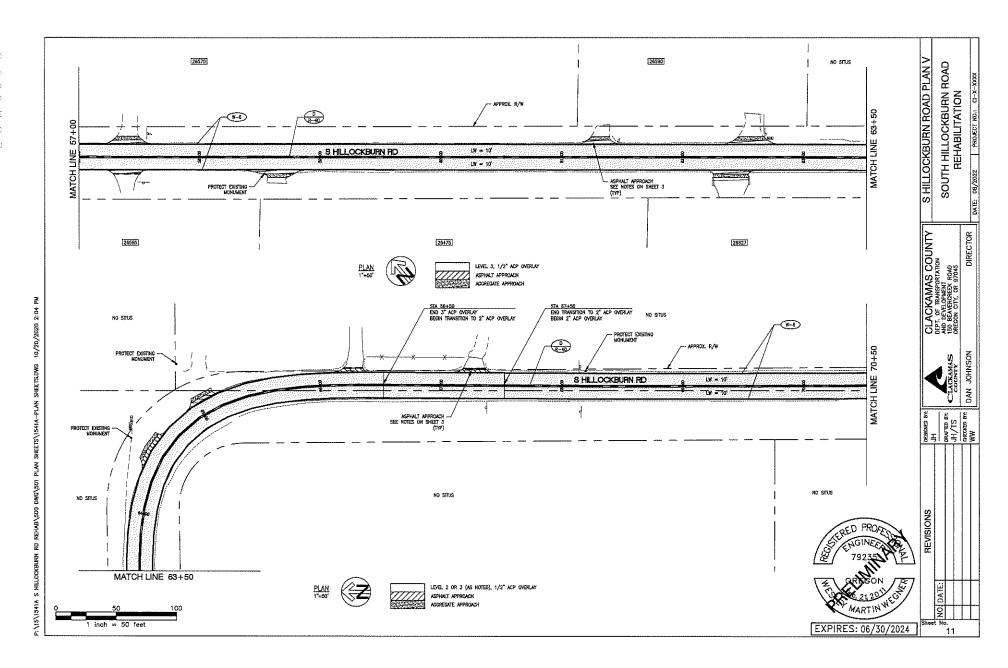
P:\I5\I541A S HILLOCKBURN RD REHAB\500 DWG\501 PLAN SHEETS\TRAFFIC CONTROL PLAN.DWG 8/25/2022 11:21

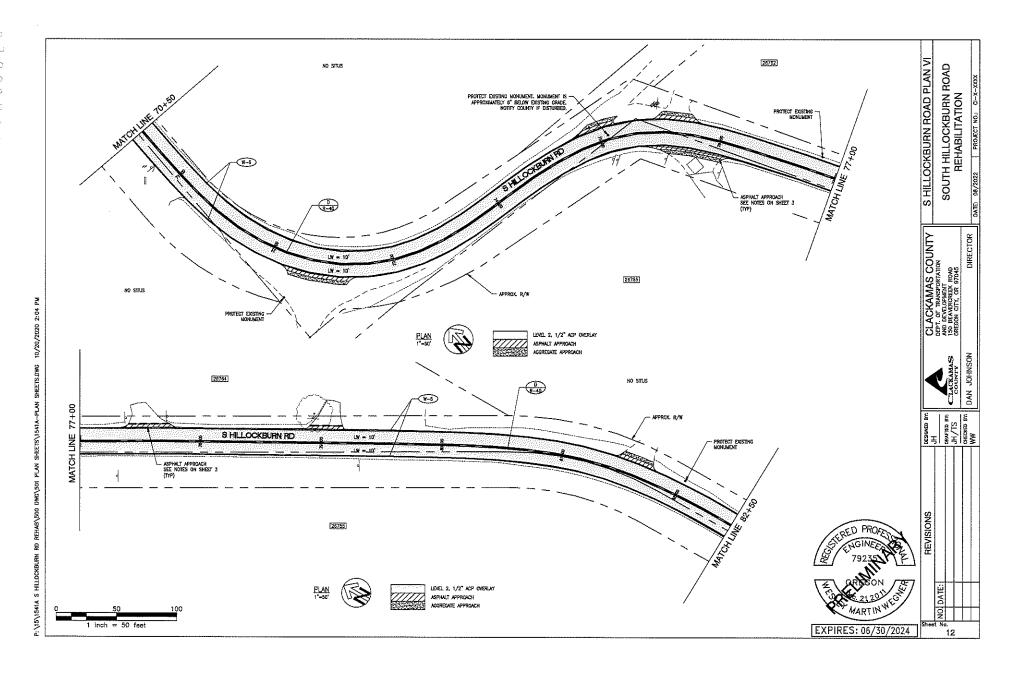


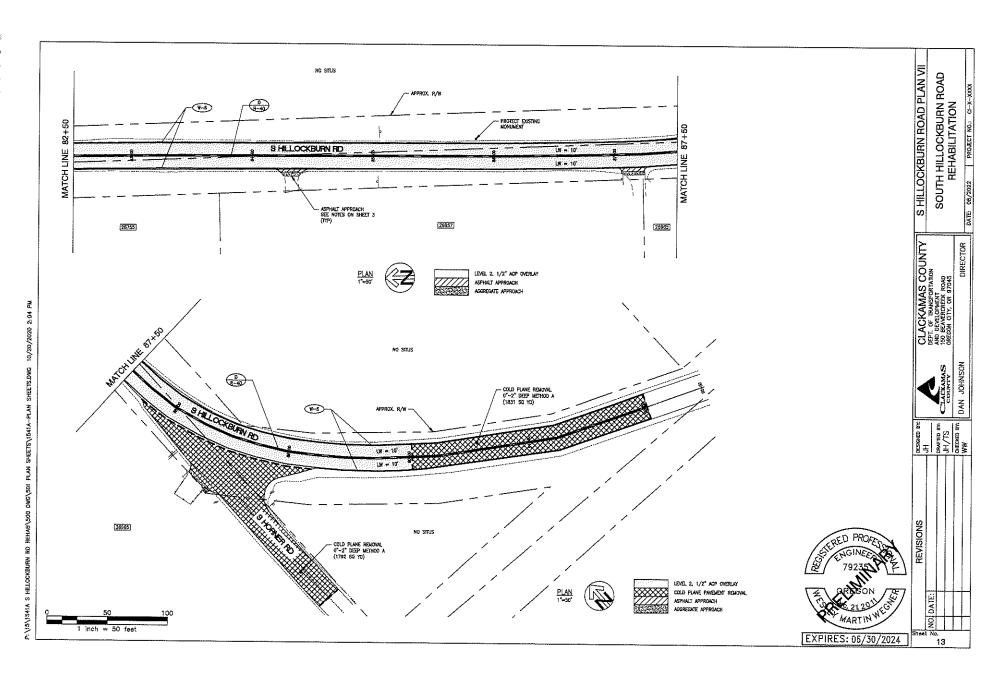












CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

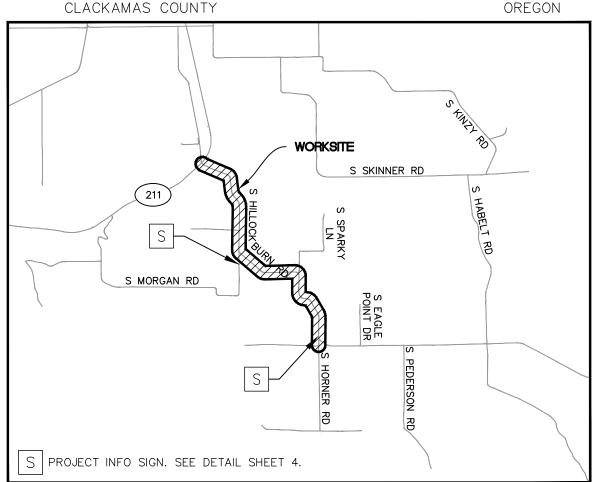
PLANS FOR PROPOSED PROJECT PAVING, GRINDING, AND GRADING

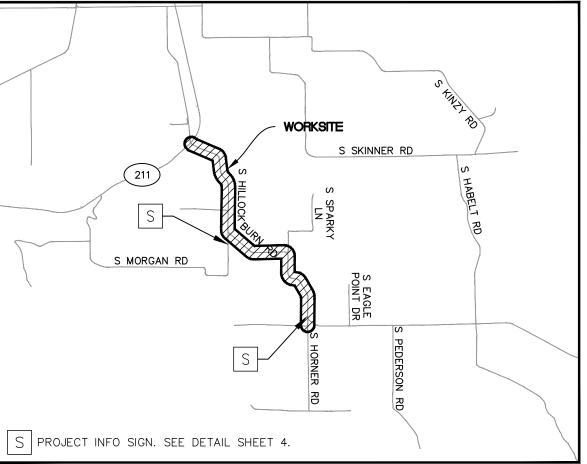
SOUTH HILLOCKBURN ROAD PAVING PROJECT

WORKSITE - S HILLOCKBURN RD - RD#'S 44033, 44035 & 44017

OREGON

	INDEX OF SHEETS
1	COVER SHEET
2	GENERAL NOTES & LEGEND
3	TYPICAL SECTIONS
4	DETAILS I
5	DETAILS II
6	TRAFFIC CONTROL PLAN PH1 — ODOT
7	TRAFFIC CONTROL PLAN PH2 — ODOT
8	S HILLOCKBURN ROAD PLAN I
9	S HILLOCKBURN ROAD PLAN II
10	S HILLOCKBURN ROAD PLAN III
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13	S HILLOCKBURN ROAD PLAN VI
14	S HILLOCKBURN ROAD PLAN VII





VICINITY MAP T. 4S, R. 4E, SEC. 9,15,16 NOT TO SCALE

ATTENTION!

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

SOUTH HILLOCKBURN ROAD PAVING PROJECT

KAMAS COUNTY

REVISIONS EXPIRES: 06/30/2024

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OUTH HILLOCKBURN PAVING PROJECT

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NOTES

GENERAL

GENERAL NOTES:

- 1. COORDINATE VALVE, MANHOLES AND UTILITY VAULT/BOX ADJUSTMENTS WITH UTILITIES.
- PAVE DRIVEWAY TRANSITIONS. DEPTH, WIDTH AND LENGTH (2'-25') WILL VARY. LIMITS TO BE DETERMINED BY INSPECTOR OR AUTHORIZED REPRESENTATIVE AFTER WEARING COURSE APPLIED.
- 3. CONTRACTOR TO RESTORE SHOULDER 2'-4' WIDTH, SEE DETAIL.
- ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS
 COUNTY ROADWAY STANDARDS.
- 5. IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
- 4. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMA10N PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND DTD TRANSPORTATION MAINTENANCE OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
- THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION
 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT
 ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE
 PROJECT SITE.
- 6. WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- 8. FINAL CLEANUP PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.

SURVEY NOTES:

- VERTICAL DATUM: NAVD '88 (GEOID 12B) UTILIZING GPS POSITIONING TIED TO THE ORGN WITH REAL TIME CORRECTORS REFERENCED TO DATUM NAD '83 (2011) EPOCH 2010.00. THIS DATUM REALIZATION WAS VERIFIED THROUGH DIRECT OBSERVATION TO NGS CONTROL POINT 0723 HAVING A POINT IDENTIFICATION OF RD1491. THIS POINT IS DESCRIBED AS A STAINLESS STEEL ROD WITH SLEEVE NEAR THE INTERSECTION OF STATE HIGHWAY 224 AND LAKE ROAD. THE ELEVATION OF THIS POINT IS PUBLISHED AS 31.131 METERS (102.14 FEET) AND WAS ESTABLISHED BY NGS THROUGH DIFFERENTIAL LEVELING AND ADJUSTED BY THE NATIONAL GEODETIC SURVEY IN JUNE 1991, AND HAS A VERTICAL ORDER OF FIRST CLASS II.
- HORIZONTAL DATUM: HORIZONTAL POSITIONING IS BASED UPON THE OREGON COORDINATE REFERENCE SYSTEM, PORTLAND ZONE, UTILIZING GPS POSITIONING TIED TO THE ORGN WITH REAL TIME CORRECTORS REFERENCED TO DATUM NAD '83 (2011) EPOCH 2010.00

RIGHT-OF-WAY REPRESENTATION:

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

GENERAL CONSTRUCTION PHASING AND STAGING NOTES

- THE CONTRACTOR SHALL COMPLETE THE PROJECT IN ACCORDANCE WITH AN APPROVED PHASING PLAN AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS. THE PLAN SHEETS REFLECT THE GENERAL PHASING AND TRAFFIC CONTROL REQUIREMENTS FOR THE PROJECT. THE CONTRACTOR SHALL SUBMIT A DETAILED PHASING PLAN FOR REVIEW AND APPROVAL BY THE COUNTY PRIOR TO BEGINNING WORK.
- 2. RESTORE NORMAL TRAFFIC MOVEMENTS BY THE CLOSE OF EVERY WORKING DAY.
- 3. AT THE END OF EACH WORK DAY, CLEAN UP THE PROJECT AREA AND LEAVE IT IN A NEAT AND SECURED MANNER.
- CONTRACTOR SHALL OBTAIN STORAGE AND PARKING AREAS ON PRIVATE PROPERTY IF NEEDED. NO STAGING AREAS
 HAVE BEEN SECURED FOR THE CONTRACTOR'S USE.
- CONTRACTOR'S EMPLOYEES, SUPPLIERS, AND SUBCONTRACTORS SHALL NOT PARK OR UTILIZE PRIVATE DRIVEWAYS OR PARKING LOTS WITHOUT PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNERS.
- 6. MATERIALS MAY NOT BE STORED OR STOCKPILED, NOR MAY EQUIPMENT THAT IS NOT OPERATING BE PARKED ON STREETS WITHIN THE PROJECT LIMITS UNLESS SAFELY LOCATED WITHIN A CLOSED WORK ZONE AND MINIMUM CLEAR SPACE DISTANCES ARE PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS.
- 7. SEE ODOT RIGHT-OF-WAY PERMIT FOR WORK HOUR RESTRICTIONS AND ADDITIONAL PROVISIONS.

ACCESS AND COORDINATION REQUIREMENTS

- ACCESS FOR EMERGENCY SERVICES SHALL BE MAINTAINED AT ALL TIMES. CONTRACTOR SHALL INFORM EMERGENCY SERVICES OF ALL TRAFFIC CONTROL MODIFICATIONS, PRIOR TO IMPLEMENTATION.
- MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO BUSINESSES AND RESIDENCES AT ALL TIMES. TEMPORARY
 INTERRUPTIONS IN ACCESS SHALL BE COORDINATED BY THE CONTRACTOR WITH THE PROPERTY OWNER/TENANT, AND
 THE COUNTYS INSPECTOR PRIOR TO IMPLEMENTING CLOSURE.
- CONTRACTOR SHALL COORDINATE ACCESS FOR SERVICES INCLUDING, BUT NOT LIMITED TO: MAIL DELIVERY, TRASH PICKUP, TRANSIT, AND ANY SPECIAL TRANSPORTATION SERVICES THAT EXIST WITHIN THE PROJECT AREA.
- 4. THE CONTRACTOR SHALL COORDINATE DELIVERY AND ACCESS NEEDS WITH EACH INDIVIDUAL BUSINESS/RESIDENCE WITHIN THE PROJECT LIMITS AND ADJUST CONSTRUCTION ACTIVITIES AS NECESSARY TO ENSURE BUSINESS AND RESIDENT INCRESS AND EGRESS NEEDS ARE MAINTAINED THROUGHOUT CONSTRUCTION.
- INFORM AND CONTACT ALL AFFECTED RESIDENTS AND BUSINESSES WITH SPECIAL WRITTEN NOTICES, APPROVED BY THE ENGINEER, WITHIN THE PROJECT AREA 48 HOURS BEFORE EACH WORK ACTIVITY THAT WILL IMPACT THEIR BUSINESS

GENERAL TRAFFIC CONTROL NOTES

- THE MINIMUM TRAFFIC CONTROL MEASURES NOTED ON THE APPROVED TRAFFIC CONTROL PLANS SHALL BE INSTALLED PRIOR TO START OF ANY OTHER WORK ON THE PROJECT.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC IN ACCORDANCE WITH APPROVED TEMPORARY TRAFFIC CONTROL PLANS, SUPPLEMENTAL TEMPORARY TRAFFIC CONTROL PLANS PREPARED BY THE CONTRACTOR, THE RIGHT-OF-WAY PERMITS ISSUED FOR THIS PROJECT, AND CURRENT VERSIONS OF THE MUTCD, THE OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, AND ODOT/APWA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- 3. TRAFFIC CONTROL PLANS FOR SPECIFIC GENERAL PHASES OF WORK ARE CONTAINED HEREIN AS REQUIRED TO OBTAIN NECESSARY PERMITS FROM OTHER AGENCIES. THE CONTRACTOR SHALL ADOPT THE TRAFFIC CONTROL PLANS INCLUDED OR SUBMIT ALTERNATIVE PLANS FOR REVIEW AND APPROVAL. THE INCLUDED PLANS DO NOT RELIEVE THE CONTRACTORS RESPONSIBILITY TO SUBMIT DETAILED TRAFFIC CONTROL PLANS DURING CONSTRUCTION FOR PHASES OF WORK NOT SPECIFICALLY SHOWN INCLUDING WORK THAT IMPACTS ALL OTHER INTERSECTIONS WITHIN THE PROJECT LIMITS.
- . CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLANS PREPARED BY A TRAFFIC CONTROL SUPERVISOR TO CLACKAMAS COUNTY FOR REVIEW A MINIMUM OF TWO WEEKS PRIOR TO CONSTRUCTION. COUNTY WILL DISTRIBUTE TRAFFIC CONTROL PLAN(S) TO APPROPRIATE AGENCIES FOR REVIEW AND APPROVAL. CONTRACTOR WILL SUBMIT PLANS TO ODOT FOR APPROVAL IF THE TRAFFIC CONTROL PLANS INCLUDED IN THE APPROVED ODOT PERMIT ARE MODIFIED.
- 5. THE TRAFFIC CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR MAKING ADJUSTMENTS TO THE APPROVED TRAFFIC CONTROL PLANS TO BETTER MANAGE TRAFFIC CONDITIONS. ADDITIONAL SIGNAGE, DELINEATION, AND PERSONNEL MAY BE NECESSARY TO SAFELY DETOUR TRAFFIC AROUND THE WORK ZONES.
- WITHIN ODOT RIGHT OF WAY OR WHEN WORK IMPACTS ODOT OWNED FACILITIES, ODOT RESERVES THE RIGHT TO ADD TO OR MODIFY TRAFFIC CONTROL REQUIREMENTS AS MAY BE NECESSARY TO EFFECTIVELY CONTROL TRAFFIC AND TO ASSURE PUBLIC SAFETY IN ACCORDANCE WITH THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES AND OREGON AMENDMENTS AS REQUIRED. ODOT MAY REQUIRE ADDITIONAL TRAFFIC CONTROL MEASURES AS NEEDED TO PROVIDE FOR PUBLIC SAFETY WHEN ODOT FACILITIES ARE IMPACTED BY CONSTRUCTION. NOTIFY ODOT A MINIMUM OF 14 CALENDAR DAYS BEFORE STARTING WORK THAT WILL IMPACT ODOT FACILITIES.
- . ACCESS THROUGH THE WORK ZONE MUST BE PROVIDED AT ALL TIMES TO VEHICULAR TRAFFIC. STREET CLOSURES WILL NOT BE PERMITTED UNLESS SHOWN OR APPROVED BY CLACKAMAS COUNTY IN WRITING.
- EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION SIGNING ARE TO BE COVERED OR REMOVED AND REINSTALLED AFTER CONSTRUCTION.
- GRADE CHANGES WITHIN THE TRAVELED LANE OR A VERTICAL CHANGE OF MORE THAN 1" WILL REQUIRE TEMPORARY ACP RAMPS WITH PAPER OR SAND JOINTS AS NEEDED.
- 10. USE TEMPORARY PAVEMENT MARKERS, BARRIERS, BARRICADES, AND SIGNS AS REQUIRED TO SAFELY DETOUR PEDESTRIAN AND VEHICULAR TRAFFIC AROUND CONSTRUCTION. LABEL TYPE AND LOCATION FOR ALL ITEMS ON TRAFFIC CONTROL PLANS. COORDINATE ACTUAL SIGN LOCATIONS WITH ENGINEER PRIOR TO INSTALLATION.
- APPROPRIATE METHODS OF PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL, INCLUDING FLAGGERS, SHALL BE
 UTILIZED BY THE CONTRACTOR TO THE EXTENT DEEMED NECESSARY BY THE TRAFFIC CONTROL SUPERVISOR AND
 AS APPROVED BY CLACKAMAS COUNTY AND THE ENGINEER TO PROTECT WORKERS OR THIRD PARTIES AND SAFELY
 ACCOMMODATE TRAFFIC THROUGH THE WORK ZONE.
- 12. TEMPORARY TRAVEL LANES SHALL BE A MINIMUM OF 10 FEET WIDE.
- 13. INSTALL PCMS BOARDS AT HWY 211 INTERSECTION WITH S HILLOCKBURN ROAD AND AT SOUTH END OF PROJECT LIMITS.
- ALL TCD, INCLUDING PLACEMENT AND SPACING, SHALL CONFORM TO THE MUTCD, OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, ODOT/APWA STANDARD SPECIFICATIONS AND APPLICABLE PERMITS.
- 15. ALL WORK ON S HILLOCKBURN RD THAT DOES NOT IMPACT THE INTERSECTION WITH HWY 211 SHALL FOLLOW ODOT TMB50 AS AMENDED BY THE CONTRACTOR. ALL WORK ZONES LONGER THAN 500 FEET IN LENGTH SHALL REQUIRE THE USE OF A PILOT CAR. WHEN A PILOT CAR IS USED, CONES AND SIGNAGE SHALL BE PLACED AT EACH DRIVEWAY PER THE DETAIL, SHEET 4.

LEGEND

12345	EXISTING PROPERTY ADDRESS
	EXISTING ROW/PROPERTY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING GRAVEL
	EXISTING SHOULDER
	EXISTING CENTERLINE STRIPING
	EXISTING COMMUNICATION RISER
Ф	EXISTING UTILITY POLE
←	EXISTING UTILITY POLE ANCHOR
MAIL	EXISTING MAILBOX
•	EXISTING MONUMENT
	EXISTING SIGN
	PROPOSED SAWCUT

ODOT STANDARD DRAWINGS

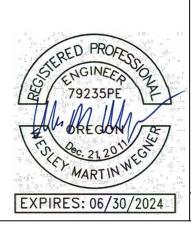
• RD 400	• TM 530
• RD 405	 TM 531
• RD 415	• TM 560
• RD 420	• TM 561
• RD 451	• TM 570
• RD 610	 TM 800
• RD 615	• TM 810
• RD 701	 TM 820
• RD 1005	• TM 821
• RD 1010	 TM 840
• RD 1032	• TM 841
• TM 500-503	 TM 842
• TM 515	 TM 850

<u>COUNTY ROADWAY</u> STANDARD DRAWINGS

• D500

• TM 517

M100
 M150



DESIGNED BY:

UH

DRAFTED BY:

UH/TS

CLACKAMAS

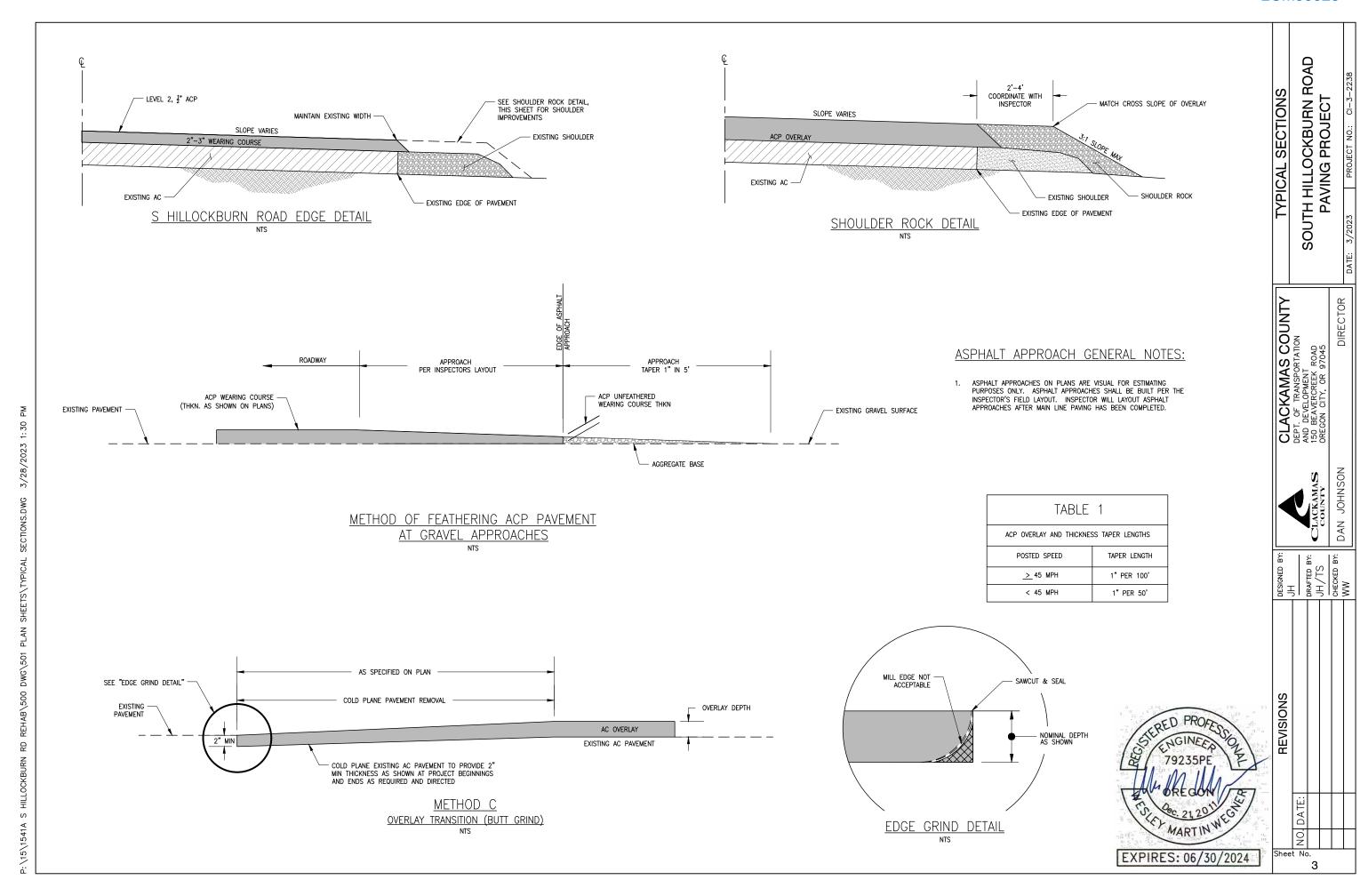
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON

DIRECTOR

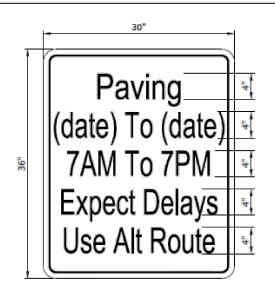
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heet No.



SOUTH HILLOCKBURN ROAD PAVING PROJECT

DETAILS



WAIT FOR PILOT CAR

- SIGN TO BE PLACED AT EACH DRIVEWAY APPROACH WHEN PILOT CAR IS USED.
- 2. SIGN SHALL CONFORM TO ODOT DRAWING CR4-20 OR CR4-20A.

PILOT CAR SIGN

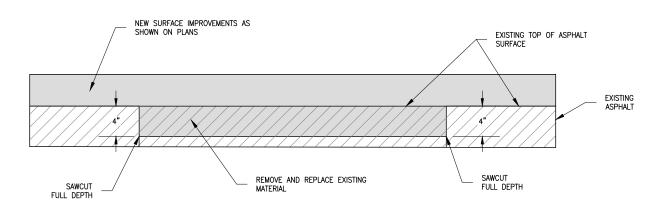
PAVING SIGN

PROJECT NOTIFICATION SIGN

SIGN NOTES:

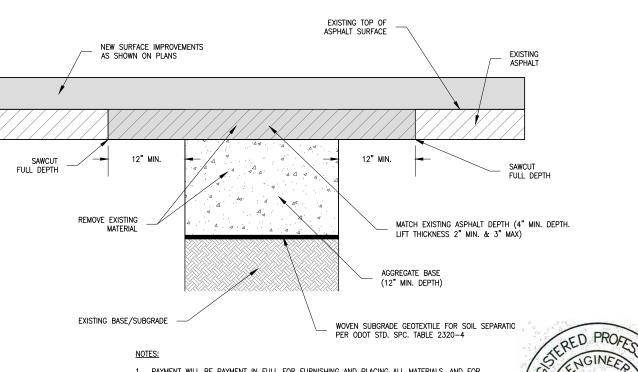
- 1. SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.
- 2. TEXT FONT TO BE FHWA C.
- 3. COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE: HTTP://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE
- 4. CONTRACTOR'S APPROVED SCHEDULE TO DETERMINE DATES ON PROJECT NOTIFICATION SIGN.

TEMPORARY PROJECT SIGN DETAILS



- 1. 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.
- 2. ACP WILL BE PAID FOR ACCORDING TO 00745.90
- 3. NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR SAW CUTTING, EXCAVATION, COLD PLANE PAVEMENT REMOVAL, AGGREGATE,
- 4. *ALL SURFACES SHALL BE GROUND AND PAVED BACK DURING THE SAME SHIFT.

4" ASPHALT CONCRETE REPAIR DETAIL



NOTES:

- 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
- 2. ACP WILL BE PAID FOR ACCORDING TO 00745.90
- NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR SAW CUTTING, EXCAVATION, COLD PLANE PAVEMENT REMOVAL, GEOSYNTHETICS, STONE EMBANKMENT, AGGREGATE, AND WATER.

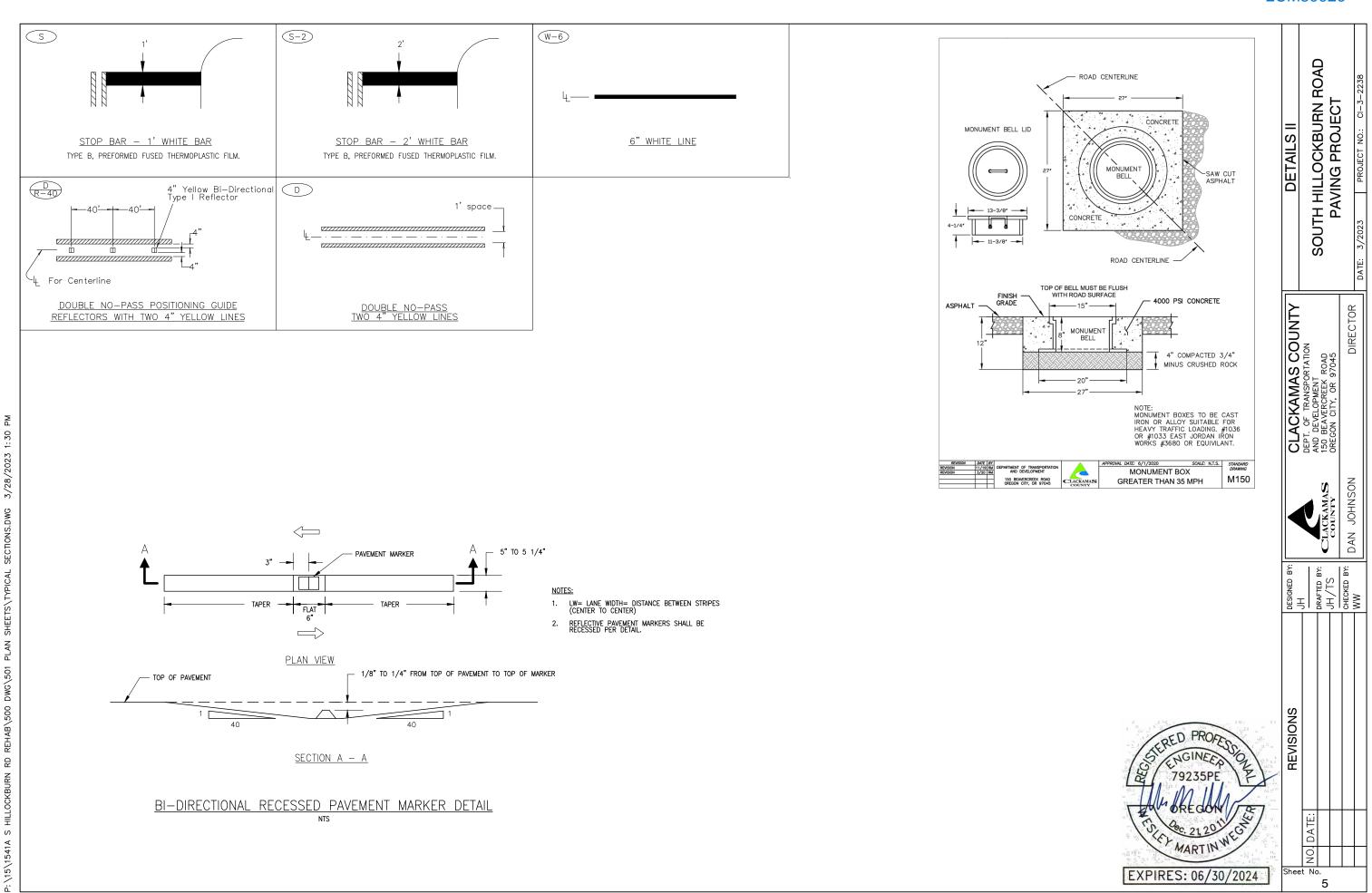
16" SUBGRADE STABILIZATION REPAIR DETAIL

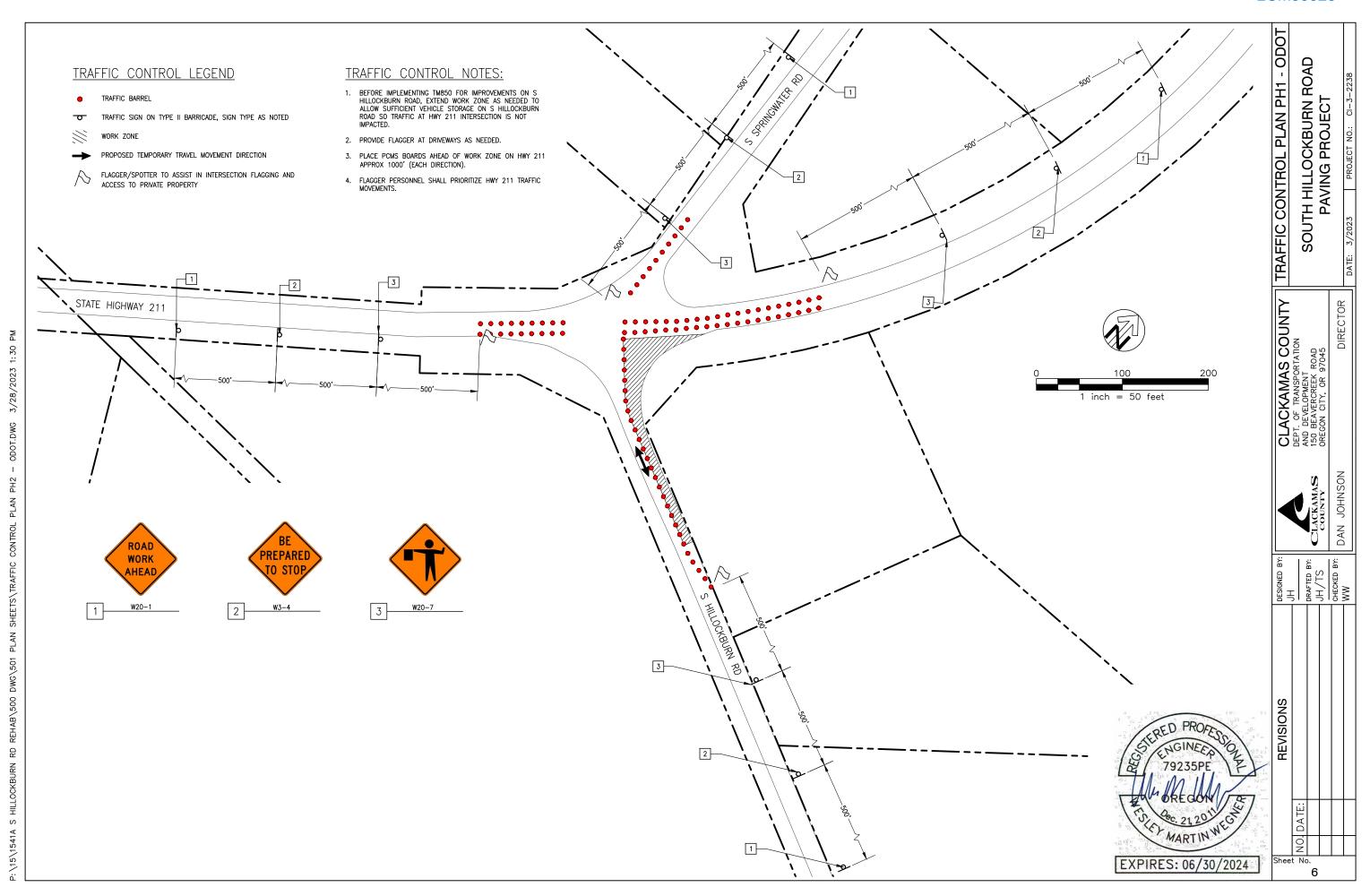
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045 DESIGNED I JH DRAFTED E JH/TS CHECKED E REVISIONS

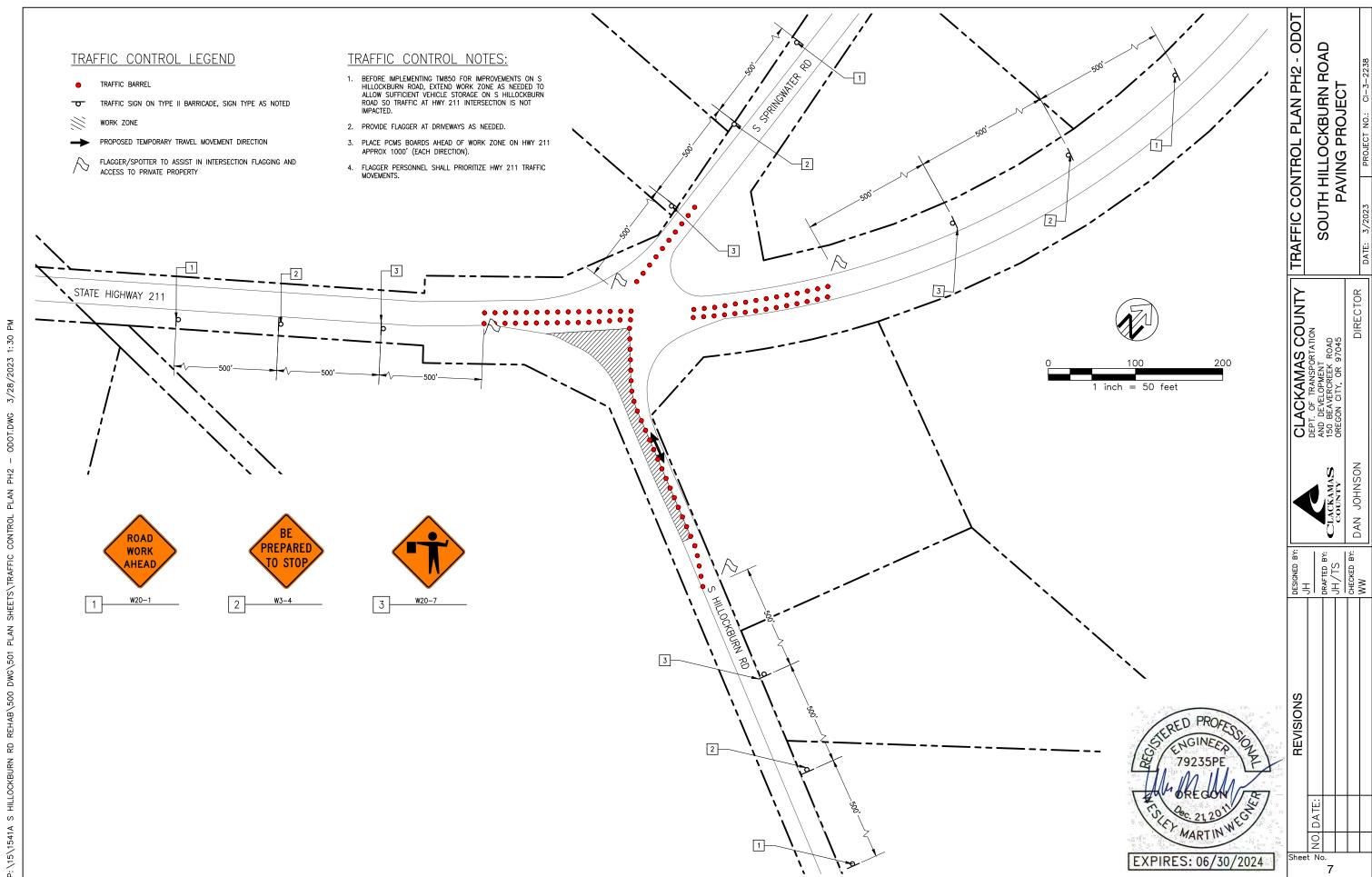
SHEETS\TYPICAL

MARTIN WEG EXPIRES: 06/30/2024

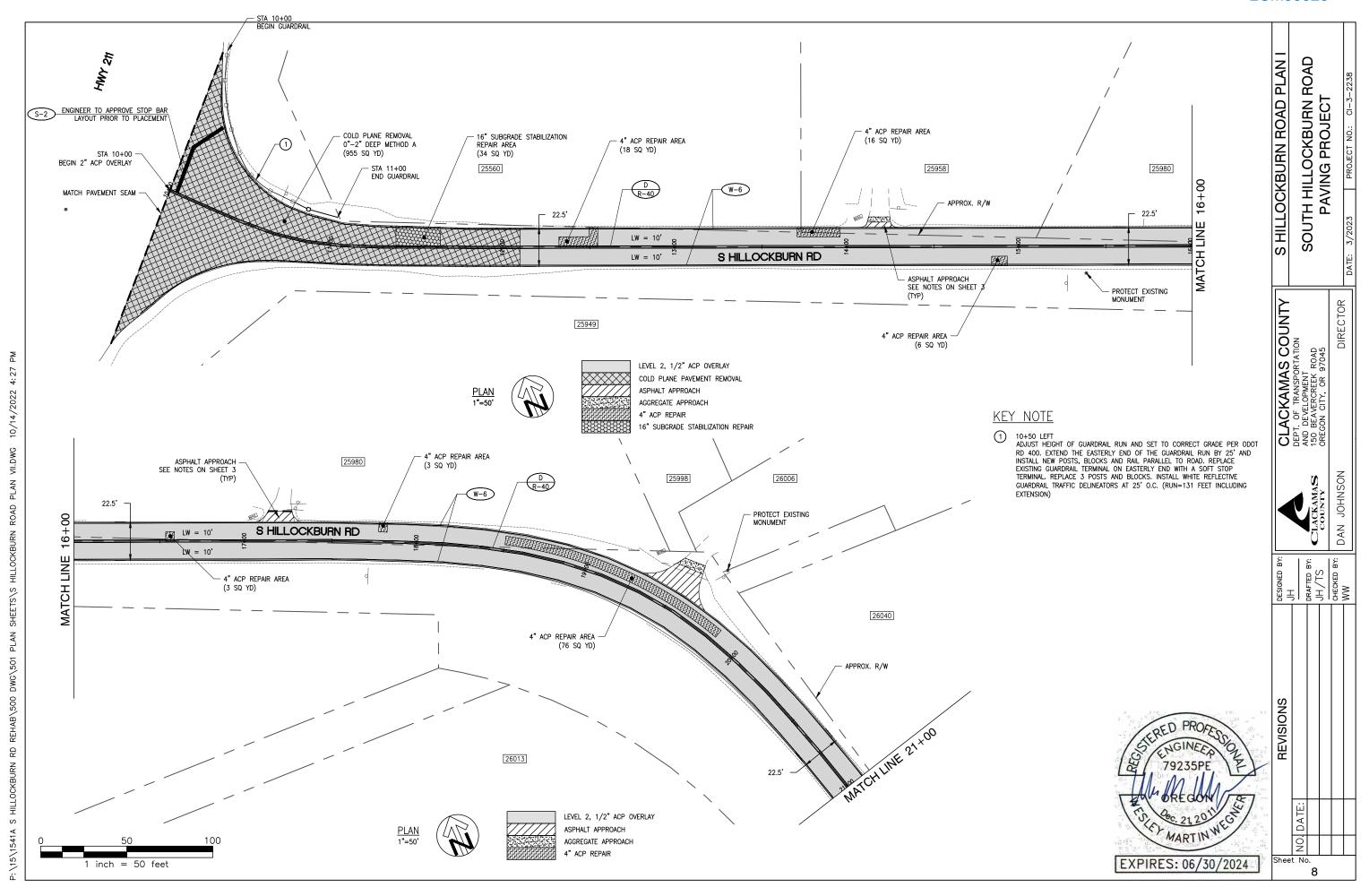
Sheet No.







1:30



Oregon Department of Transportation 48HR. Work Notice

District 2C Permit Work Information

Permit #: 2CM39926

Please return this form via email to address shown at right: Or Fax to 503.667.7444	d2cup@odot.oregon.gov (District 2C Permitting)
Applicant Name:	Received Info From:
Contractor:	Contractor Contact:
Contractor Phone:	24-Hr Emergency#:
Highway Name & Route #:#:	Mile points: (On Permit)
Direction of Travel:	
Nature of work being done:	
Is a Traffic Signal shut off needed (Yes / No)? Signal shut off duration? Less than 4 hours? More than	4 hours?
Type of traffic control / restriction / lane closures:	
Work Duration (Start/Finish Dates and Work Hours): Dates: Sta	art: Finish:
Hours: Sta	rt:Finish:
Will Traffic impacts remain in place after work hours (i.e. steel place)	,
Yes? If "yes" please explain:	

NOTICE:

All sections must be completed.
Forms with incomplete or inaccurate information will be returned for correction.
Strikethrough or "N/A" sections which do not apply.