

CLACKAMAS COUNTY NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2018-49 Bull Run River (SE Bull Run Rd) Bridge Approach Repair Construction May 10, 2018

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Bull Run River** (**SE Bull Run Rd**) **Bridge Approach Repair Construction project.** Project until **June 5, 2018, 2:00 PM,** Pacific Time, ("Bid Closing") at the following location:

<u>DELIVER BIDS TO:</u> Clackamas County Procurement Division, Attention George Marlton, Director, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045; or via email to procurement@clackamas.us.

Bid packets are available from 7:00 AM to 6:00 PM Monday through Thursday at the above address or may be obtained at the Clackamas County Procurement Website at http://www.clackamas.us/bids/.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, 503-742-5446, rrice@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 Clackamas County Procurement Website shortly after the opening.

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application 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 prequalified in Asphalt Concrete Paving and Oiling (ACP).**

State Prevailing Wage

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

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2018 and amended on April 1, 2018, 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 OPPORTUNITY

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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 Clackamas County Procurement Website (www.clackamas.us/bid) will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

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

Article 4. Security to Be Furnished by Each Bidder

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

contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

Article 5. Execution of Bid Bond

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

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

Article 6. Execution of the Bid Form

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

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

Article 9. Bid Closing and Opening of Bids

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

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

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

Article 11. Withdrawal of Bid

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

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

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

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

Article 13. Recyclable Products

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

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

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

Clackamas Contract Form B-2 (1/2017)

Improvement Contract Opportunity.

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

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

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

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

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to procurement@clackamas.us.



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: # 2018-49 Bull Run River (SE Bull Run Rd)
Bridge Approach Repair Construction

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. Submission of Bids by email: Complete Bids (including all attachments) may be emailed and must be electronically received by the closing time and date 2:00 p.m. Pacific Time, June 5, 2018. If emailed, the Bid must be emailed to the following address: Procurement@clackamas.us. The email subject line must be "Bid for # 2018-49 Bull Run River (SE Bull Run Rd) Bridge Approach Repair Construction" Bidders are strongly encouraged to telephone and confirm electronic receipt of the complete emailed document(s) before the above time and date deadline. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County's sole and absolute discretion.
- 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 by hand delivery to the location the Bid was due or may email the completed Forms to Procurement@clackamas.us. "Good Faith Effort" is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

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

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

Prime Contractor Name: Total Contract Amount:

Project Name: #2018-49 Bull Run River (SE Bull Run Rd) Bridge Approach Repair Construction

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (December 2017)	OOW) to be self-performed. Good Faith Efforts are otherwise required.
DOW BIDDER WILL SELF-PERF	FORM (GFE not required)

PRIME CONTRACTOR SHALL DISCLOSE AND LIST <u>ALL</u> SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 27045 and 100 below to 100 below 10

97045 or email to procurement@clackamas.us 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	se MB Su	Certified of the contract of t	g SB or
Name			MBE	WBE	ESB
Name					
Address					
City/St/Zip					
Phone# OCCB#					
Name					
Address					
City/St/Zip					
Phone#					
OCCB#					
Name					
Address					
City/St/Zip					
Phone#					
OCCB#					
Name					
Address					
City/St/Zip					
Phone#					
OCCB#					

GFE SUBCONTRACTOR AND SELF-PERFORMED WORK LIST (FORM 1) cont'd

Prime Contractor Name:

Total Contract Amount:

Project Name: # #2018-49 Bull Run River (SE Bull Run

Rd) Bridge Approach Repair Construction

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> 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 Check box		ng SB or
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			IVIDL		
Name Address City/St/Zip Phone# OCCB#					
Name Address City/St/Zip Phone# OCCB#					
Name Address City/St/Zip Phone# OCCB#					

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

Prime Contractor:

Project: # #2018-49 Bull Run River (SE Bull Run Rd) Bridge Approach Repair Construction

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

required information. All column	is snall be completed w	mere applicable.	Auditional forms	may be copied if needed.				ı		
NAME OF M/W/ESB		Date Sollicitation Letter / Fax Sent	PHONE CONTACT			BID ACTIVIT Check Yes o			JECTED BIDS eceived & not used)	
SUBCONTRACTOR			Date of Call	Date of Call Person Receiving Call		Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	Notes
					☐ Yes	☐ Yes	Yes		Other, explain in Notes>>)	
					□ No	□ No	□ No			
					Yes	Yes	Yes			
					□ No	□ No	No			
					Yes	Yes	Yes			
					□ No	No	No			
					Yes	Yes	Yes			
					□ No	No	☐ No			
					Yes	Yes	☐ Yes			
					□ No	No	☐ No			
					Yes	Yes	☐ Yes			
					□ No	No	□ No			
					Yes	Yes	☐ Yes			
					□ No	No	□ No			

CLACKAMAS COUNTY GOOD FAITH EFFORT PROJECT COMPLETION REPORT (FORM 3)

Total Contract Amount: Prime Contractor Name:

Project Name: # #2018-49 Bull Run River (SE Bull Run Rd) Bridge Approach Repair Construction

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

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	FINAL DOLLAR AMOUNT OF SUBCONTRACT	se MBI Sul	Certified (If-reporte E/WBE/E bcontract	ed SB tor
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#					
Name Address City/St/Zip Phone# OCCB#					
Name Address City/St/Zip Phone# OCCB#					
Name Address City/St/Zip Phone# OCCB#					
Name Address City/St/Zip Phone# OCCB#					
Name Address City/St/Zip Phone# OCCB#					
BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BE THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE Authorized Signature of Contractor Representative	_	IN THE AMOUNTS REPRE	SENTED AI	BOVE AND	THAT



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2018-49 Bull Run River (SE Bull Run Rd) Bridge Approach Repair Construction

vve,	, as "Principal,"	
We,(Name of Principal)		
and	, an	Corporation,
(Name of Surety)		
ourselves, our respective heirs,	siness in Oregon, as "Surety," hereb executors, administrators, successors sum of (\$	and assigns to pay unt
		dollars.
bid to an agency of the Obligee in project identified above which properties.	bligation of this bond is that Principal has response to Obligee's procurement do osal or bid is made a part of this bond to amount equal to ten (10%) percent onent.	ocument (No.) for the py reference, and Principal is
	e shall accept the bid of the Principal accordance with the terms of such bid, and contract December 1997.	and give such bond or bond
performance of such Contract and prosecution thereof, or in the event bond or bonds, if the Principal shall between the amount specified in sa faith contract with another party to null and void, otherwise to remain in	d for the prompt payment of labor and to the failure of the Principal to enter all pay to the Obligee the difference not aid bid and such larger amount for who perform the Work covered by said bid, in full force and effect.	nd material furnished in the such Contract and give such to exceed the penalty here ich the Obligee may in goon, then this obligation shall be
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Phone

Fax



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

BID FORM

BID CI	LOSING: June 5, 2018, 2:05 PM, Pacific Time PENING: June 5, 2018, 2:05 PM, Pacific Time
FROM	
	Bidder's Name (must be full legal name, not ABN/DBA)
TO:	Clackamas County Procurement Division – Attention George Marlton, Director 2051 Kaen Road Oregon City, OR 97045
1.	Bidder is (check one of the following and insert information requested):
	a. An individual; or
	b. A partnership registered under the laws of the State of; or
	c. A corporation organized under the laws of the State of; 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:
	Dollars (\$)
	and the Undersigned agrees to be bound by the following documents:
	 Notice of Public Improvement Contract Opportunity Instructions to Bidders Supplemental Instructions to Bidders
	• Bid Bond • Public Improvement Contract Form
	 Performance Bond and Payment Bond Payroll and Certified Statement Form Plans, Specifications and Drawings
	• 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

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**

Schedule titled Bull Run River (SE Bull Run Rd) Bridge Approach Repair Project with Bid.

relating to the following Alternate(s) as designated in the Specifications: N/A

- 4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **HIGHWAY CONSTRUCTION**, **DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**, **BULL RUN RIVER** (SE BULL RUN RD) BRIDGE APPROACH REPAIR CONSTRUCTION, dated APRIL 2018.
- 5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid.
- 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:

(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 \square HAS, \square HAS NOT (*check one*) paid unemployment or income taxes in Oregon within the past 12 months and \square DOES, \square 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 ________. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.
- 12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

	ate of Oregon, its Worker's Com	v certifies that, in compliance with the Worker's Compensation Law of appensation Insurance provider is, hat Contractor shall submit Certificates of Insurance as required.
14.	Contractor's Key Individuals	for this project (supply information as applicable):
	Project Executive: Project Manager: Job Superintendent: Project Engineer:	
15. busine	The Undersigned certifies that esses in obtaining any subcontra	at it has not discriminated against minority, women, or emerging small cts for this project.
REM	INDER: Bidder must submit the	e below First-Tier Subcontractor Disclosure Form.
By sig	gnature below, Contractor agrees	s to be bound by this Bid.
	NAME OF FIRM	
	ADDRESS	
	TELEPHONE NO	
	EMAIL	
	SIGNATURE 1)	Sole Individual
	or 2)	Partner
	or 3)	Authorized Officer or Employee of Corporation

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

BID SCHEDULE #2018-49

	Bull Run River (SE Bull Run Rd) Bridge Approach Repair Project					
Spec No.	Item No.	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT PRICE	TOTAL PRICE
MOBILIZ	ZATION AND TRA	AFFIC CONTROL				
0196	1	EXTRA WORK AS AUTHORIZED	FA	-	-	\$20,000.00
0210	2	MOBILIZATION	LS	ALL		
TRAFFIC	CONTROL					
0225	3	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1		
EROSIO	N CONTROL					
0280	4	EROSION CONTROL	LS	1		
0280	5	INLET PROTECTION, TYPE 7	EA	1		
0280	6	SEDIMENT BARRIER, TYPE 8	FOOT	375		
0290	7	POLLUTION CONTROL PLAN	LS	1		
ROADW	ORK					
0310	8	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1		
0310	9	ASPHALT PAVEMENT SAW CUTTING	FOOT	150		
0331	10	12 INCH SUBGRADE STABILIATION	SY	50		
0350	11	GEOGRID, TYPE 2	SQYD	500		
DRAINA	GE AND SEWER	S				
0480	12	DRAINAGE CURBS	FOOT	55		
BASES						
0620	13	COLD PLANE PAVEMENT REMOVAL, 2 INCH DEEP	SQYD	350		
0620	14	COLD PLANE PAVEMENT REMOVAL, 2 TO 4 INCHES DEEP	SQYD	290		
0620	15	COLD PLANE PAVEMENT REMOVAL OR EXCAVATION, 23 TO 30 INCHES DEEP	SQYD	165		
0620	16	COLD PLANE PAVEMENT REMOVAL OR EXCAVATION, 23 TO 35 INCHES DEEP	SQYD	200		
0620	17	COLD PLANE PAVEMENT REMOVAL OR EXCAVATION, 26 TO 38 INCHES DEEP	SQYD	150		
0640	18	AGGREGATE BASE	TON	400		
0640	19	3 INCH - 0 AGGREGATE BASE	TON	4		
WEARIN	IG SURFACES					
0744	20	LEVEL 3, 1/2 INCH DENSE ACP MIXTURE @ 2"DEEP (Wearing Course)	TON	140		
0744	21	LEVEL 3, 1/2 INCH DENSE ACP MIXTURE @ 2-10" DEEP (Base / Leveling)	TON	250		
0749	22	EXTRA FOR ASPHALT APPROACHES	EA	1		
PERMAN	NENT TRAFFIC C	ONTROL AND GUIDANCE DEVICES				
0812	23	ADJUSTING GUARDRAIL	FOOT	275		
0865	24	THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFILED	FOOT	2,500		

PROPOSED COST BID SCHEDULE		

PROPOSED COST BID SCHEDULE	
	(Written in Words)
COMPANY NAME	
AUTHORIZED SIGNATURE	

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM PROJECT: #2018-49 Bull Run River (SE Bull Run Rd) Bridge Approach Repair Construction

BID OPENING: June 5, 2018, 2:00 PM, Pacific Time

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

INSTRUCTIONS:

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

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

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists <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.

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.			
2.			
3.			
4.			
5.	·		
6.			
	value equal to or greater than: a) 5% of the total Contract Price, but \$15,000 do not list the subcontract b) \$350,000 regardless of the percent	at at least \$15,000. If the ctor above; or	Dollar Value is less than
Firm N	Name:		
Bidder	: Signature:	Phone #	<u> </u>



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

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 Contractor Name (No DBA/ABN), 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: #2018-49 Bull Run River (SE Bull Run Rd) Bridge Approach Repair Construction

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of Dollars (\$) (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 [Identify accepted Alternates], as indicated in the accepted Bid.

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

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

2. Representatives.

Contractor has named 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>Jonathan Hangartner</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.

1		1 D	1 11 1	1 ' 11	•	
- 1	Name of Owner's Authorize	ad Renrecentative	chall he	cuhmitted hv	()wner in a	cenarate writing
- 1	I Manie di Owner 8 Aumorize	ou ixebreseman ve	snan oc	Submitted by	Owner ma	SCDarate Willing

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: shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

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

Project Engineer: 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: September 30, 2018

FINAL COMPLETION DATE: December 31, 2018

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

5. Insurance Certificates and Required Performance and Payment Bonds.

- 5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.
- 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. \$ 600.00 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

Signature page to follow.

of the day and year first above written. Contractor DATA: (Insert Contractor Name & Address) Contractor CCB # **Expiration Date:** Oregon Business Registry # Entity Type: State of Formation: 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. Contractor Name (No DBA/ABN) Clackamas County Board of County Commissioners **Authorized Signature** Chair Date Date Name / Title Printed **Recording Secretary** APPROVED AS TO FORM County Counsel Date

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as



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CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

DONG NO		
Solicitation: #2018-49		
Project Name: Bull Run River (SE Bull	Run Rd) Bridge Approach Repair	ir Construction
(Surety #1)	Bond Amount No. 1:	\$
(Surety #2)*	Bond Amount No. 2:*	\$
* If using multiple sureties	Total Penal Sum of Bond:	\$
identified Surety(ies), authorized to tran and severally bind ourselves, our resp	pective heirs, executors, admini	strators, successors and
assigns firmly by these presents to pay	•	*
Bond)		Provided, that we the
Sureties bind ourselves in such sum "jo	•	
purpose of allowing a joint action or ac	-	
each Surety binds itself, jointly and seve	•	ayment 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.

If the County determines that any of the above conditions have not been met, the County may require payment under this bond at its sole and absolute discretion and Surety shall issue prompt payment of the full value of this bond without set-off or dispute or requirement for an opportunity to cure.

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

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

IN WITNESS WHEREOF. WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED

AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES. Dated this ______ day of _______, 20____. PRINCIPAL: Signature Official Capacity Attest: Corporation Secretary [Add signatures for each if using multiple bonds] BY ATTORNEY-IN-FACT: [Power-of-Attorney must accompany each bond] Name Signature Address State City Zip

Phone

Fax



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.:		
Solicitation: #2018-49		
Project Name: Bull Run River (SE Bull	Run Rd) Bridge Approach Repair	ir Construction
(Surety #1)	Bond Amount No. 1:	\$
(Surety #1)*	Bond Amount No. 2:*	\$
* If using multiple sureties	Total Penal Sum of Bond:	\$
•		
We,	, as Princ	cipal, and the above identified
Surety(ies), authorized to transact surety	business in Oregon, as Surety, h	ereby jointly and severally bind
ourselves, our respective heirs, executors	s, administrators, successors and as	ssigns firmly by these presents to
pay unto Clackamas County, the sum of	of (Total Penal Sum of Bond)	
(Pi	rovided, that we the Sureties bind o	urselves in such sum "jointly and
severally" as well as "severally" only for		•
of us, and for all other purposes each S	1 1 0 0	•
payment of such sum only as is set forth		<u> </u>
, , , , , , , , , , , , , , , , , , , ,	11	•

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.

If the County determines that any of the above conditions have not been met, the County may require payment under this bond at its sole and absolute discretion and Surety shall issue prompt payment of the full value of this bond without set-off or dispute or requirement for an opportunity to cure.

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.

Dated this	day of		, 20	
		PRINCIPAL:		
		Ву:		
		-	Signatur	e
		A 44 4		Capacity
		Attest:	Corpora	tion Secretary
			s for each if usin	g multiple bonds]
		BY ATTORNI		
		[Power-of-Atto	rney must accom	pany each bond]
			Name	
			Signatur	e
			Address	

Phone

Fax



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

PROJECT: #2018-49 Bull Run River (SE Bull Run Rd) Bridge Approach Repair Construction

Project Background:

The asphalt concrete approaches at the Bull Run Truss Bridge will be repaired. The asphalt concrete at this bridge is in poor condition and needs repair. This location experiences heavy truck loads and relatively high speeds at the bridge. Repair of the approaches will provide safer movement of vehicles and have a smoother transition and less wearing impact to the existing bridge structure.

Engineers Estimate: \$160,000.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed ("NTP") is issued Substantial Completion: September 30, 2018

Final Completion: December 31, 2018

Notice to proceed does not allow access to the site. The work site will not be available to the contractor until July 1st, 2018.

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 HIGHWAY CONSTRUCTION- DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT –BULL RUN RIVER (SE BULL RUN RD) BRIDGE APPROACH REPAIR CONSTRUCTION, dated APRIL 2018.

Bull Run River (SE Bull Run Rd) Bridge Approach Repair Project, summer 2018 Drawing Set, Sheets No. 1; 1A; 2A; 2B; 2B-2; 2B-3; 2B-4; 2B-5; 2C; 2C-2; 2C-3; 2C-4; 2D; 3; SS-1; and SS-2.

Clear Creek (S. Springwater Rd) Bridge Approach Repair Project- PAVING AND STRIPING- WORK SITE 2 (SCHEDULE 'B') Drawing Set, Sheets No. 1; 1A; 2A; 2B; 2B-2 through 2B-9; 2C; 2C-1 through 2C-8; 2D; Sheet No. 3 through 5; SS-1 through SS-5.

SPECIAL PROVISIONS FOR HIGHWAY CONSTRUCTION

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT CLACKAMAS COUNTY, OREGON

BULL RUN RIVER (SE BULL RUN RD) BRIDGE APPROACH REPAIR CONSTRUCTION

ASPHALT CONCRETE PAVING AND OILING

APRIL 2018

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Specifications for Proposed Bridge Approach Repair On Bull Run River (SE Bull Run Rd) Bridge Approach Repair Project

PROFESSIONAL OF RECORD CERTIFICATION(s):



I certify that the Special Provision Sections listed below were prepared by me or under my supervision.

Sections: 00210, 00220, 00225, 00280, 00290, 00310, 00330, 00331, 00350, 00620, 00640, 00730, 00744, 00749, 00850, 00865, 02320, and 02910.

Date Signed: 4/4/18

SPECIAL PROVISIONS

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2015 edition of the "Oregon Standard Specifications for Construction".

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.

<u>SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS</u>

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

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 (http://www.clackamas.us/code/documents/appendixc.pdf).

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 or modify definitions as follows:

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, 2015 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 Purchasing Department.

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.

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

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

O0120.00 Prequalification of Bidders - Delete and replace with the following:

See Instructions to Bidders.

O0120.01 General Bidding Requirements – Delete and replace with the following:

See Instructions to Bidders.

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Delete and replace with the following:

See Notice of Public Improvement Contract and Instructions to Bidders.

Copies of the 2015 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

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

00120.17 Use of Agency-Owned Land for Staging or Storage Areas – Add the following:

If no County-owned adjacent property is available for the Contractor, no changes here are necessary. If there is County-owned adjacent property but it won't be available, a specific restriction should be mentioned in 00120.17 (b) and (c).

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Delete and replace with the following:

See Instructions to Bidders.

O0120.40 Preparation of Bids – Delete and replace this section with the following:

See Instructions to Bidders.

Submittal of Bids - Delete and replace with:

See Instructions to Bidders.

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

00120.60 Revision or Withdrawal of Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.68 Mistakes in Bids – Delete and replace with the following:

See Instructions to Bidders.

00120.70 Rejection of Nonresponsive Bids – Delete and replace with the following:

See Instructions to Bidders.

Opportunity for Cooperative Arrangement – Delete this section.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - Delete third paragraph.

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See Instructions to Bidders.

00130.15 Right to Protest Award – Delete and replace with the following:

See 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", 2015 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.

Contract Submittals - Delete and replace with the following:

See Instructions to Bidders.

00130.70 Release of Bid Guaranties – Delete and replace with the following:

See 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 and/or 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 section:

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:

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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 section.

00150.10 Coordination of Contract Documents

(a) Order of Precedence – Delete this section and replace with the following:

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

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

Notes on a drawing shall take precedence over drawing details.

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

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

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

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

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

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

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.

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Information:

Utility

There are no anticipated conflicts with the Utilities listed below. Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Contact Person's

Name and Phone Number
 Portland General Electric Howard Joham 503-849-7003
 Cascade Utilities Scott Crosby 503-360-8933

1..(Portland General Electric - "Power Company") (Howard Joham, 503-849-7003)

Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from Portland General and may require an On-Site safety watcher, at no cost to the Contractor. Provide the Engineer a copy of the written approval of exception before beginning work.

Energized power lines are located within the project limits. Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from Power Company and will require an On-Site safety watcher at no cost to the Contractor. Provide Engineer with a copy of the written approval of exception before beginning work.

Notify, in writing, Portland General Electric at least 14 Calendar Days (2 weeks) before beginning Work on the Project.

Portland General Electric operates a power facility within the Project limits within the roadway excavation limits along SE Bull Run Road. Notify, in writing, at least 14 Calendar Days (2 weeks) before beginning excavation. Allow Portland General Electric 14Calendar Days (2 weeks) to complete relocation (readjustment) work.

Coordinate with Portland General Electric to perform excavation within 10 feet of the aerial power line during times when Portland General Electric cannot de-energize their system.

2. (Cascade Utilities - "Telecommunication Company") (Scott Crosby 503-630-8933)

Notify, in writing, Cascade Utilities at least 14 Calendar Days (2 weeks) before beginning excavation within 10 feet of Cascade Utilities conduit. Allow Cascade Utilities 14 Calendar Days (14 weeks) to complete relocation (readjustment) work.

00150.60(a) Load and Speed Restrictions for Construction Vehicles and **Equipment** - Add the following bullet to the end of the bullet list:

• The Contractor shall restrict the combined weights of construction vehicles, Equipment, and Materials on Bridges according to 00220.45.

If there are no private improvements that may be damaged during construction, no modification to Section 00150.70 is required.

<u>SECTION 00160 – SOURCE OF MATERIALS</u>

Comply with Section 00160 of the Standard Specifications supplemented and/or 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 QPL is available from ODOT's Construction Section website at:

http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.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 – Delete this section and replace with the following: Federal highway funds are NOT involved on this Project.

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 MFTP on its projects:

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

The County follows the NTMAG on its projects.

00165.91 Fabrication Inspection Expense - In the paragraph that begins "Fabrication of certain items...", replace the sentence that begins "Therefore, each time that..." with the following sentence:

Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

In the paragraph that begins "This Subsection applies to all...", replace the first sentence, but not the bullet list, with the following sentence:

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

<u>SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES</u>

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.00 General - Add the following two paragraphs after the paragraph that begins "In any litigation, the entire...":

The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

All rights and remedies available to the Agency under applicable Laws are incorporated herein by reference and are cumulative with all rights and remedies under the Contract.

00170.01(a) Federal Agencies - Add the following to the list of Federal Agencies:

National Oceanic and Atmospheric Administration

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

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

If the County has acquired all necessary rights of way for the project, no modification to Section 00170.03 is required.

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

00170.65(a) General - Add the following paragraph to the end of this subsection:

As required by ORS 279C.520, compliance by the Contractor with the prohibitions in ORS 652.220 is a material element of the Contract and failure to comply is a material breach that entitles the Agency to exercise any remedies available under the Contract, including but not limited to termination for default. The Contractor shall not prohibit any of the Contractor's employees from, or retaliate against an employee for, discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

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

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

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

00170.72 Indemnity/Hold Harmless – Delete and replace with the following:

Clackamas County Public Improvement Contract.

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

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

00170.85(b-1) Contractor Warranty for Specific Items – This subsection does not apply:

<u>SECTION 00180 – PROSECUTION AND PROGRESS</u>

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

O0180.06 Assignment of Funds Due Under the Contract - Delete first bulleted item.

Subcontracting - Add the following to subsection (a):

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.

00180.22 Payments to Subcontractors and Agents of the Contractor - Replace the paragraph that begins "To the extent practicable..." with the following paragraph:

To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to subcontractors and to its other agents, work providers, service providers, and trucking services providers.

00180.40 Limitation of Operations - Add the following to subsection:

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 bullet:

Notice to proceed does not allow access to the site. The work site will not be available to the contractor until July 1st, 2018.

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	ubsection
Opening Sections to Traffic	. 00744.51

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

00180.41 Project Work Schedules – Add the following:

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

00180.42 Preconstruction Conference - Add the following:

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

Submit the following during the preconstruction conference unless otherwise directed:

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

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

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

If there are no specific critical time periods, Section 00180.44 is not required.

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract before the earlier of 30 Calendar Days, or August 30, 2018.

Recording of Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

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 paragraph:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$600 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).

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20(g) Agency-Provided Weigh Technician: Delete and replace subsection (g) with the following:

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

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

O0195.10 Payment for Changes in Material Costs - Delete and replace with the following:

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

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

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

00195.20(b) Significant Changed Work - 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 as follows:

00195.50(a) Progress Payments - Modify as follows:

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

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

- (2) Value of Material on Hand Delete the section and 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 - Delete the first paragraph and replace with:

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 – Delete first paragraph and replace with:

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.

Delete and 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 – Delete this section and 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 supplemented and/or modified as follows:

00196.91 Extra Work Allowance – Add the following new 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.

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 Equipment Watch Cost Recovery (Blue Book) published by Equipment Watch, a division of Penton Business Media, Inc., and available from Equipment Watch (phone 1-800-669-3282) (http://equipmentwatch.com).

00197.20(c-3) Rate Adjustment Factor - Replace this subsection, except for the subsection number and title, with the following:

The rate adjustment factor used above will be determined by applying only the Model Year Adjustment to the Blue Book Rates. The Regional and User Defined Ownership/Operating Adjustments shall not apply.

00197.20(c-5) Limitations - Delete the paragraph that begins "The Blue Book..."

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 - Delete the entire section and replace 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.

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 bullet to the end of the bullet list:

• When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.

Add the following subsection:

00220.41 Bridge Work - Before starting any grading or pavement removal at bridge ends or removal of pavement from bridge decks, arrange so that all equipment, labor, and materials required to complete the pavement replacement work and bridge deck waterproofing work are on hand or are guaranteed to be delivered. Once grading and pavement removal begins, vigorously prosecute and complete this work. Complete paving and membrane waterproofing work in the shortest possible time.

Temporarily taper or bevel longitudinal and transverse grade changes or drop-offs resulting from grading and pavement removal and membrane waterproofing work with asphalt concrete mixture to provide a smooth and safe transition. Construct tapers according to 00620.40.

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

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

00225.01(b) Definitions - Replace the "Traffic Control Plan" definition with the following definition:

Traffic Control Plan - A written and drawn plan used to describe traffic control measures for facilitating road users through or around a work zone area, while offering protection for workers and incident responders.

Add the following definition:

Protection Vehicle - A vehicle placed in advance of short-duration or mobile work activities for the protection of workers and equipment in the activity area. A protection vehicle is equipped with flashing warning lights, and vehicle-mounted warning signs or a changeable message sign. A protection vehicle may be fitted with a truck mounted impact attenuator.

00225.01(c) Standards - Replace the bullet list with the following bullet list:

- Oregon Department of Transportation's "Sign Policy and Guidelines for the State Highway System"
- The Manual on Uniform Traffic Control Devices (MUTCD)
- The latest versions of the 1990 Americans with Disabilities Act (ADA), and the Public Right of Way Accessibility Guidelines (PROWAG).
- FHWA "Standard Highway Signs" manual
- ODOT "Oregon Temporary Traffic Control Handbook for Operations of 3 Days or Less" when directed by the Engineer only for mobile pavement marking operations or surveying work, available on the ODOT Traffic Control Plans Unit Website
- ODOT "Oregon Portable Changeable Message Sign Handbook", available on the ODOT Traffic Control Plans Unit website
- ODOT "Traffic Control Plans Design Manual", available on the ODOT Traffic Control Plans Unit website.

00225.02 General Requirements - In the paragraph that begins "Work may be suspended...", replace the sentence that begins "Costs for work performed..." with the following sentence:

Costs for work performed by the Agency may be deducted from monies due the Contractor.

Replace the paragraph that begins, "Do not use an open traffic lane on a freeway..." with the following paragraph:

Do not use an open Traffic Lane on a freeway or multi-lane facility as an acceleration or deceleration lane for construction vehicles. Provide additional surfacing or width within the work area or, if allowed, extend the length of a closed Traffic Lane for construction vehicle acceleration or deceleration. Do not use a flagger to allow construction vehicles to access an open traffic lane on a freeway or a multi-lane facility.

Add the following to the end of this subsection:

Install a 54 inch "TRUCKS LEAVING HIGHWAY XXXX FT" sign in advance of each entrance point to the work area at sign spacing "A" from the "TCD Spacing Table" shown

on the standard drawings. Install a 54 inch "TRUCKS ENTERING HIGHWAY XXXX FT" sign in advance of each exit point from the work area at sign spacing "A" from the "TCD Spacing Table" shown on the standard drawings.

Install "ROAD WORK AHEAD" (W20-1-48) signs with "FINES DOUBLE" (R2-6-36) rider on SE Bull Run Road, according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.

Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of (A \div 2) according to the "TCD Spacing Table" shown on the standard drawings or as modified by the supplemental drawings.

When the horizontal clearance for the roadway is less than 19 feet, install horizontal clearance (CW21-12-48) signs, identifying the narrowest width of the roadway. Locate these horizontal clearance signs as shown or as directed.

Install beyond each end of the Project, facing ingoing traffic, a "ROAD WORK ???DAY - ???DAY," 54 inch post mounted sign one week (7 calendar days) before beginning of onsite work.

00225.10 General - In the paragraph that begins "Evaluate the condition...", replace the first sentence with the following sentence:

Evaluate the condition of TCD using the criteria shown in the most current version in effect of the American Traffic Safety Services Association (ATSSA) publication titled "Quality Guidelines for Temporary Traffic Control Devices and Features", available from the ATSSA website at www.atssa.com.

00225.11(c-1) Temporary Signs - Replace the bullet that begins "Type 2 riprap geotextile..." with the following bullet:

Geotextile fabric

00225.27(a) Flagger Equipment - Replace the bullet that begins "Portable, self-contained two-way..." with the following bullet:

 Portable, self-contained two-way radio and repeaters, as required, with a range suitable for communications throughout each work zone, unless otherwise directed.

00225.32 Traffic Control Supervisor -

00225.41(b-4) Temporary Sign Supports - Replace the bullet list with the following bullet list:

- When signs are needed at a single location for more than 48 consecutive hours.
- When not practicable to post mount due to location or when utility conflicts exists.
- Do not tip over any TSS that is exposed to traffic, unless approved by the Engineer or the TSS is protected from traffic by a barrier system.
- Position TSS as shown on the standard drawing or in the TCP.

• When not in use, locate TSS as far from public traffic as practicable and turn away from traffic, or cover the sign. Do not cover reflective sheeting on the TSS posts.

00225.41(c) Sign Flag Boards and Sign Flags - Replace this subsection, including subsections 00225.41(c-1) and 00225.41(c-2), with the following subsection:

00225.41(c) Sign Flag Boards - Install two sign flag boards, as shown or specified.

00225.41(e) Inconsistent Temporary Signs - Replace the paragraph that begins "Ensure that all temporary..." with the following paragraph:

Ensure that all temporary signs are properly used and consistent with the work zone. Cover all inconsistent temporary signing until the sign messages are applicable to the Work that is beginning. When signage is no longer required for staging or shift Work, remove all temporary signs, sign flag boards, supports, sign covers, and ballast associated with the staging or shift Work.

00225.43(e) Pavement Markers - Replace the paragraph that begins "Temporary pavement markers shall..." with the following paragraph:

Temporary pavement markers shall remain in place until the permanent markings are complete. Replace damaged or missing markers when directed by the Engineer. On the final pavement wearing course and along final alignment, place permanent markings a maximum of 28 Calendar Days after placing temporary pavement markers, or as directed.

00225.43(f) Temporary Tape - Replace the paragraph that begins "Replace damaged or missing..." with the following paragraph:

Replace damaged or missing tape. Remove temporary tape without damaging the roadway surface.

00225.43(g) Temporary Pavement Markings - Replace the paragraph that begins "Before opening roadways to traffic, unless..." with the following paragraph:

Before opening roadways to traffic, unless otherwise specified in 00225.43(h), apply temporary pavement markings on pavement base courses, wearing courses, and new bridge deck surfaces at locations shown, or as directed. Immediately remove all unacceptable pavement markings and replace with acceptable markings before opening roadways to traffic and at no additional cost to the Agency.

00225.62(b) Temporary Impact Attenuators - In the paragraph that begins "Complete repair of damaged..." replace the last sentence with the following sentence:

Complete repair of damaged narrow site systems within 6 hours of discovering or being notified of the damage.

In the paragraph that begins "When impact attenuator, truck mounted...", replace both occurrences of the word "on-site" with the words "on hand".

00225.63 Temporary Traffic Delineation - Replace this subsection, except for the subsection number and title, with the following:

Evaluate and maintain or immediately replace all unacceptable temporary tubular and conical markers, plastic drums, surface mounted tubular markers, and traffic delineators with acceptable materials.

Temporary pavement markings shall remain in place until the permanent markings are complete. Replace missing or damaged temporary markings when directed by the Engineer. On the final pavement wearing course and along final alignment, place permanent markings a maximum of 28 Calendar Days after placing temporary pavement markings, or as directed.

If permanent pavement markings are not placed within 28 Calendar Days after placing temporary pavement markings, missing or damaged temporary pavement markings on wearing course and along final alignment shall be replaced at no additional cost to the Agency, unless otherwise directed.

When removing damaged delineation from the pavement surface, remove adhesives, hardware, damaged delineation fragments or other materials using a method that will not damage the pavement surface. Repair any damaged surfaces to the Engineer's satisfaction at no additional cost to the Agency.

00225.82(e) Temporary Impact Attenuator Repair - Replace the bullet that begins "Sand barrel systems will..." with the following bullet:

 For sand barrel systems, each replacement of a damaged sand module (individual barrel) will be counted.

00225.83 Temporary Traffic Delineation - Add the following paragraph to the beginning of this subsection:

Measurement of temporary pavement markings (paint, temporary tape, pavement markers) will include missing or damaged temporary pavement markings replaced according to 00225.63 or as directed by the Engineer.

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.

00280.15(f) Compost Filter Sock - Replace this subsection, except for the subsection number and title, with the following:

Furnish filter sock material, compost, and stakes meeting the following requirements:

(Fill in the blank with the diameter of the filter sock. Obtain information form the Erosion Control Designer.)

Filter Sock Material - 5 mil thick woven tubular mesh netting with 1/8 to 3/8 inch openings, and consisting of continuous HDPE filament or polypropylene material or 100 percent biodegradable mesh netting from the QPL. Furnish filter sock material with a diameter of 12 inches.

Compost - Commercially manufactured coarse compost material meeting the requirements of Section 03020.

Stakes - 2 inch by 2 inch (nominal) untreated wood stakes.

00280.16(d) Inlet Protection - Replace the "Type 7:"bullet and the two sub-bullets with the following bullet and sub-bullets:

- Type 7:
 - Filter sock material, compost, and stakes conforming to 00280.15(f).
 - Sand bags conforming to 00280.15(a).

00280.16(e) Sediment Barriers - Replace the "**Type 8**:" bullet and the two sub-bullets with the following bullet:

• Type 8 - Filter sock material, compost, and stakes conforming to 00280.15(f).

00280.30 Erosion and Sediment Control Manager - Replace the paragraph that begins "Designate and provide an ESCM..." with the following paragraph:

If the Agency's NPDES 1200-CA Permit is applicable to the Project, designate and provide an ESCM that possesses a valid ODOT ESCM certificate or has successfully completed an erosion control training that is acceptable to the Engineer.

00280.90 Payment - Replace pay items and (s) with the following pay item(s):

- *(r) Inlet Protection, Type 7 Each*
- (s) Sediment Barrier, Type 8 Foot

Add the following paragraph(s) after the paragraph that begins "Item (b) includes protecting...":

In item (s), the type will be inserted in the blank.

Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for constructing laps, seams, joints, wraps, overlaps, joint overlaps, or patches unless the Engineer orders additional amounts in excess of the minimum. For laps, wraps, or overlaps that that have been ordered by the Engineer and exceed the minimum or specified length or width, payment will be made for the added lap, overlap, or wrap length or width at the Contract unit price.

<u>SECTION 00290 - ENVIRONMENTAL PROT</u>ECTION

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

00290.30(a) Pollution Control Measures - Add the following subsections and bullets:

(7) Water Quality:

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (for example: bioswale, filter, settlement pond, pumping to vegetated upland location, bio-bags, dirt-bags). Treatment shall meet the turbidity requirements below.
- •
- If monitoring or inspection shows that the erosion and sediment controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cured less than 24 hours, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the state or U.S.
- The Project Manager retains the authority to temporarily halt or modify the Project in case of excessive turbidity or damage to natural resources.

00290.30(b) Pollution Control Plan - Replace the bullet that begins "Include the waste determination..." with the following bullet:

• Include the waste determination results from 00290.20(c-1). Provide reuse, recycle, and disposal options and the reasons for selecting those alternatives.

Add the following subsection:

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.80 Measurement - Add the following to the end of the length and area bullet:

Asphalt pavement cutting will be the length of the actual cut based on a depth of 6 inches. If the depth is greater than 6 inches, the length will be adjusted by converting to an equivalent number of feet on a proportionate length basis.

00310.92 Separate Item Basis - Add the following pay item to the pay item list:

(g) Asphalt Pavement Saw Cutting Foot

Add the following paragraph to the end of this subsection:

Item (g) applies to asphalt pavement saw cutting when shown.

SECTION 00330 - EARTHWORK

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

00330.03 Basis of Performance - Add the following paragraph to the end of this subsection:

Perform all earthwork under this Section on the excavation basis.

00330.41(a-9) Excavation Below Grade - Delete subsection 00330.41(a-9-c).

00330.70 General - Replace the bullet that begins "Finish the subgrade to be..." with the following bullet:

• Finish the subgrade to be within a tolerance of plus or minus 0.06 foot from the established line, grade, and cross section and to be free of ruts, depressions and irregularities.

00330.91(d) General Excavation - Delete the bullet that begins "Includes unsuitable material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullet(s) to the end of the bullet list:

 Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications modified as follows:

00350.10 Materials - Add the following to the end of this subsection:

Provide manufacturer's certifications complying with 02320.10(c) for the following geosynthetic(s):

	Certification		
Geotextile	Level A Level E		

Tensar, Type 2 or equivalent....X.....

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.40(a) General - Replace this subsection, except for the subsection number and title, with the following:

Remove the existing pavement to the depth, width, grade and cross section shown or as directed. The use of a heating device to soften the pavement is not allowed.

Remove existing pavement from bridge end panels according to Section 00503.

00620.43 Maintenance Under Traffic - Replace this subsection, except for the subsection number and title, with the following:

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00744.51.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications modified as follows:

00640.44 Surface Tolerance - Replace the paragraph that begins "The finished surface and the surface of each underlying..." with the following paragraph:

The finished surface and the surface of each underlying layer of the aggregate shall parallel the established grade and cross section for the finished surface within 0.04 foot.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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. Approximately 0.90 tons of emulsified asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

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

Provide PG64-22 grade asphalt cement for this Project.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the base course before opening to traffic.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications modified as follows:

00749.44 Placing Asphalt Concrete - Replace the paragraph that begins "Construct all structures within..." and the bullet list with the following paragraph and bullet list:

Construct all structures within the following lines and grades:

- 0.08 foot of true line
- 0.04 foot of established surface grade, cross section and slope
- 0.04 foot of specified thickness

00749.91 Method "A" - Weight and Extras Basis - Replace the paragraph that begins "Item (a) includes road..." with the following paragraph:

Item (a) includes road approaches, street connections, alley approaches, driveways, guardrail flares, non-flared guardrail terminals, and mailbox turnouts.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications.

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications modified as follows:

00865.45 Installation -

Replace the bullet that that begins "**Method A: Extruded Markings**..." and the two sub-bullets with the following bullets:

- **Method A: Extruded Markings** Apply markings with an extrusion or ribbon type process and according to the following:
 - For grooved markings, grind the slot depth as shown. Apply the specified marking material centered in the slot as shown. The top of the marking shall be flat or slightly convex.
 - For profiled markings, place lines and bumps straight and square.

Add the following paragraph to the end of the bullet that begins "**Method B: Spray Markings**...":

Thermoplastic spray markings may be installed in one application at the total specified thickness if approved by the Engineer and after a successful performance test according to 00865.40. Apply spray markings in two applications if installing yellow colored markings over rumble strips.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.20 Geotextile Property Values - Replace Table 02320-1 through Table 02320-6 with the following tables:

Table 02320-1 Geotextile Property Values for Drainage Geotextile 1,2

			Geotextile Property Requirements			
Geotextile Property	ASTM Test Method	Units	Type 1		Type 2	
			Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	115	250	160
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	67	40	90	56
Puncture Strength (minimum)	D 6241	lb	370	220	495	310
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	_	40	40	40	40
Permittivity (minimum)	D 4491	sec ⁻¹	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	50	50

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

Table 02320-2 Geotextile Property Values for Riprap Geotextile 1,2

			Geotextile Property Requirements			
Geotextile Property	ASTM Test Method	Units	Type 1		Type 2	
	. oot momou		Woven	Nonwoven	Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	250	160	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	90	56	110	80
Puncture Strength (minimum)	D 6241	lb	495	310	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	_	40	40	40	40
Permittivity (minimum)	D 4491	sec ⁻¹	0.5	0.5	0.5	0.5
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70	70

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.

Woven slit film geotextiles (geotextiles that are made from yarns of a flat, tape-like character) are not acceptable.

Table 02320-3 Geotextile Property Values for Sediment Fence 1

			Geotextile Property Requirements			
Geotextile Property	ASTM	Units	Supported	Unsupported		
Cooloxiiio i roporty	Test Method		_	Elongation ² ≥ 50%	Elongation ² ≤ 50%	
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	90 90	120 100	120 100	
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	_	30	30	30	
Permittivity (minimum)	D 4491	sec ⁻¹	0.05	0.05	0.05	
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70	70	70	

All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

Table 02320-4 Geotextile Property Values for Subgrade Geotextile (Separation) 1

Geotextile Property	ASTM	Units	Geotextile Property Requirements		
	Test Method		Woven	Nonwoven	
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	180	113	
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50	
Tear Strength (minimum)	D 4533	lb	68	41	
Puncture Strength (minimum)	D 6241	lb	371	223	
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	_	30	30	
Permittivity (minimum)	D 4491	sec ⁻¹	0.05	0.05	
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50	

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

² Measured according to ASTM D 4632.

Table 02320-5 Geotextile Property Values for Embankment Geotextile 1

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
			Woven	Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	315	200
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	< 50	≥ 50
Tear Strength (minimum)	D 4533	lb	110	80
Puncture Strength (minimum)	D 6241	lb	620	430
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	_	30	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.02	0.02
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	50	50

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

Table 02320-6 Geotextile Property Values for Pavement Overlay Geotextile 1

Geotextile Property	ASTM Test Method	Units	Geotextile Property Requirements	
	rest wethod		Nonwoven	
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	100	
Grab Failure Strain (minimum) Machine and Cross Machine Directions	D 4632	%	≥ 50	
Asphalt Retention (minimum)	D 6140	oz./sq.ft.	2.8	
Melting Point (minimum)	D 276	°F	300	

All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

SECTION 02910 - SIGN MATERIALS

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

02910.02 Types of Signs - Replace this subsection, except for the subsection number and title, with the following:

Traffic signs are classified by sign type as follows:

- "B" Blue Type III or Type IV sheeting background with silver-white Type III or Type IV permanent or removable legend, or silver-white Type III or Type IV sheeting overlaid with blue electronically cuttable film background with legend cut out.
- **"B2"** Blue Type III or Type IV sheeting background with white Type IX removable legend.
- **"B3"** White Type IX sheeting overlaid with blue electronically cuttable film background with legend cut out.
- "B4" Blue Type III or Type IV sheeting background with yellow Type III or Type IV permanent legend, or yellow Type III or Type IV sheeting overlaid with blue electronically cuttable film with legend cut out or blue transparent paste background with retroreflective yellow screened legend or yellow Type III or Type IV permanent legend (County Route Shield).
- "C" Brown Type III or Type IV sheeting background with silver-white Type III or Type IV permanent or removable legend, or silver-white Type III or Type IV sheeting overlaid with brown electronically cuttable film background with legend cut out.
- **"C1"** Brown Type III or Type IV sheeting background with white Type IX removable legend.
- **"C2"** White Type IX sheeting overlaid with brown electronically cuttable film background with legend cut out.
- "F" Silver-white Type III or Type IV sheeting background overlaid with red and blue electronically cuttable film with legend cut out or red and blue transparent paste background with retroreflective silver-white screened legend or silver-white Type III or Type IV permanent legend.
- **"F1"** White Type IX sheeting background overlaid with red and blue electronically cuttable film with legend cut out or red and blue transparent paste background with white Type IX permanent legend.
- "G" Green Type III or Type IV sheeting background with silver-white Type III or Type IV permanent or removable legend, or silver-white Type III or Type IV sheeting overlaid with green electronically cuttable film background with legend cut out.
- **"G1"** Green Type III or Type IV sheeting background with white Type IX removable legend.
- **"G2"** White Type IX sheeting overlaid with green electronically cuttable film background with legend cut out.
- "G5" Green Type III or Type IV sheeting background with white Type IX permanent legend and symbol, or white Type IX sheeting overlaid with green

- electronically cuttable film background with legend cut out and white Type IX symbol (Combination Lane-use / Destination Overhead Guide Sign).
- **"OO"** Orange Type III or Type IV sheeting background with black nonreflective permanent or removable legend.
- "O3" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend and red retroreflective symbol (Stop or Yield Ahead Symbol Sign).
- **"04"** Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend.
- **"05"** Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective removable legend.
- "O6" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective permanent legend and red, yellow, and green Type VIII and Type IX circles. (Signal Ahead Symbol Sign)
- "O8" Fluorescent orange Type VIII or Type IX sheeting background with black nonreflective screened or cut-out permanent legend and silver-white Type VIII or Type IX symbol. (Speed Reduction Symbol Sign)
- "R" Silver-white Type III or Type IV sheeting background overlaid with red transparent paste background with silver-white Type III or Type IV permanent legend or red electronically cuttable film with legend cut out. (Stop Sign, Wrong Way, Do Not Enter.)
- "R1" White Type IX sheeting background overlaid with red transparent paste background with white Type IX permanent legend or red electronically cuttable film with legend cut out.
- "R2" Silver-white Type III or Type IV sheeting background overlaid with red electronically cuttable film with legend and triangle cut out or screened red transparent paste triangle and legend or red Type III or Type IV triangle and permanent legend. (Yield Sign)
- "R3" White Type IX sheeting background overlaid with red electronically cuttable film with legend and triangle cut out or screened red transparent paste triangle and permanent legend.
- **"R4"** Rubber STOP flap made of natural rubber with a red background and white lettering.
- "R5" Red Type III or Type IV sheeting background overlaid with black nonreflective screened or cut-out permanent legend (OM4-2 Object Marker).
- **"W1"** Silver-white Type III or Type IV sheeting background with black nonreflective screened, cut out permanent or removable legend.

- **"W2"** Silver-white Type III or Type IV sheeting background with a screened black nonreflective legend overlaid with a screened red transparent paste circle and continuous diagonal bar. (Prohibition)
- **"W3"** Silver-white Type III or Type IV sheeting background with transparent brown screened legend or brown Type III or Type IV cut-out permanent legend.
- **"W4"** Silver-white Type III or Type IV sheeting background with transparent red screened legend or red Type III or Type IV cut-out permanent legend.
- **"W5"** Silver-white Type III or Type IV sheeting background with transparent green screened legend or green Type III or Type IV cut-out permanent legend.
- **"W6"** White Type IX sheeting background with a screened or cut-out black nonreflective legend overlaid with a screened red transparent paste circle and continuous diagonal bar. (Prohibition sign overhead)
- **"W7"** White Type IX sheeting background with black nonreflective screened or cutout permanent legend.
- **"W8"** Silver-white Type III or Type IV sheeting background with blue transparent screened legend or blue Type III or Type IV cut-out permanent legend.
- **"W9"** Silver-white Type III or Type IV sheeting background with blue nonreflective screened or cut-out permanent legend.
- **"W10"** White Type IX sheeting background with black nonreflective removable legend.
- **"W11"** Silver-white Type III or Type IV sheeting background with black nonreflective screened or cut out permanent legend with red Type III or Type IV symbol.
- **"W12"** Silver white Type III or Type IV sheeting background with transparent green screened legend or green Type III or Type IV cut out permanent legend with blue Type III or Type IV symbol.
- "W13" Silver white Type III or Type IV sheeting background with red Type III or Type IV screened or cut-out permanent legend and black nonreflective screened or cut-out permanent legend overlaid with a red transparent paste circle and continuous diagonal bar (Parking Prohibition Symbol Signs).
- **"W14"** Silver white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend overlaid with a green transparent paste circle (Permissive Trucks and Hazardous Material Symbol Signs).
- **"W15"** Silver white Type III or Type IV sheeting background with green Type III or Type IV screened or cut-out permanent legend and black nonreflective screened or cut-out permanent legend overlaid with a green transparent paste circle (Permissive Parking Symbol Signs).

- **"W16"** Agency supplied silver-white Type III or Type IV sheeting decal, with multi-colored Oregon State Parks logo, direct applied to sheet aluminum or HDO plywood substrate (Oregon State Parks shield).
- "W17" Silver-white Type III or Type IV sheeting background overlaid with brown transparent paste or electronically cuttable film background, and silver-white Type III or Type IV sheeting background with yellow transparent paste or electronically cuttable film background and black non-reflective screened or cut-out permanent legend and logo (Oregon Trail or California Trail Route Markers). Digital files of the logo graphics may be available on the ODOT Sign Design Information website at: http://www.oregon.gov/ODOT/HWY/TS/Pages/signing.aspx
- "W18" Silver-white Type III or Type IV sheeting background overlaid with blue transparent paste background with retroreflective silver-white screened legend or blue electronically cuttable film with legend cut out, and silver-white Type III or Type IV sheeting background with black non-reflective screened or cut-out permanent legend and multi-colored Scenic Byway logo Oregon Scenic Byway Signs). Digital files of the logo graphics may be available on the ODOT Sign Design Information website at: http://www.oregon.gov/ODOT/HWY/TS/Pages/signing.aspx
- "W19" Silver-white Type III or Type IV sheeting background with plum transparent screened legend or plum Type III or Type IV cut-out permanent legend and multi-colored Tour Route logo (Oregon Tour Route Signs). Digital files of the logo graphics may be available on the ODOT Sign Design Information website at: http://www.oregon.gov/ODOT/HWY/TS/Pages/signing.aspx
- **"Y1"** Yellow Type III or Type IV sheeting background with black nonreflective screened, cut out permanent or removable legend.
- "Y2" Yellow Type III or Type IV sheeting background with a screened or cut-out black nonreflective legend and red and green Type III or Type IV circles. The center yellow circle part shall be part of the background sheeting. (Signal Ahead Symbol Sign)
- **"Y3"** Yellow Type IX sheeting background with black nonreflective screened, cutout permanent or removable legend.
- "Y4" Yellow Type III or Type IV sheeting background with black nonreflective screened or cut out permanent legend and red Type III or Type IV symbol. (Stop or Yield Ahead Symbol Sign)
- **"Y5"** Fluorescent yellow Type IX sheeting background with black nonreflective screened, cut out permanent or removable legend.
- "Y6" Fluorescent yellow Type IX sheeting background with black nonreflective screened or cut out permanent legend and red and green Type IX circles. The center yellow circle shall be part of the background sheeting. (Signal Ahead Symbol Sign overhead)

- "Y7" Fluorescent yellow Type IX sheeting background with black nonreflective screened or cut out permanent legend and red Type IX symbol. (Stop or Yield Ahead Symbol Sign)
- "Y8" Yellow Type III or Type IV sheeting background with black nonreflective screened or cut out permanent legend and silver-white Type III or Type IV symbol. (Speed Reduction Symbol Sign)
- **"YG"** Fluorescent yellow-green Type IX sheeting background with black non-reflective legend or cut out permanent legend.
- "YG1" Fluorescent yellow-green Type IX sheeting background with black nonreflective screened or cut out permanent legend and red Type IX symbols (School Bus Stop Ahead Symbol Sign).
- "YG2" Fluorescent yellow-green Type IX sheeting background with black nonreflective screened or cut out permanent legend and fluorescent yellow-green and white Type IX symbol (Reduced School Speed Limit Ahead Symbol Sign).
- "YGW" Fluorescent yellow-green Type IX sheeting background with black nonreflective screened or cut out permanent legend and silver-white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend and red Type III or Type IV symbol. (In Street Pedestrian Crossing Symbol Sign).
- "YGW1" Fluorescent yellow-green Type IX sheeting background with black nonreflective screened or cut-out permanent legend, and silver-white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend (School / Speed Limit 20 Combination Sign).
- **"YW"** Yellow Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend, and white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend and red Type III or Type IV symbol.
- **"YW1"** Yellow Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend, and white Type III or Type IV sheeting background with black nonreflective screened or cut-out permanent legend.
- **"YW2"** Yellow Type IX sheeting background with black nonreflective screened or cutout permanent legend, and white Type IX sheeting background with black nonreflective screened or cut-out permanent legend and red Type IX symbol.

02910.33(d) Nonreflective Black Screened Legend - Replace this subsection, except for the subsection number and title, with the following:

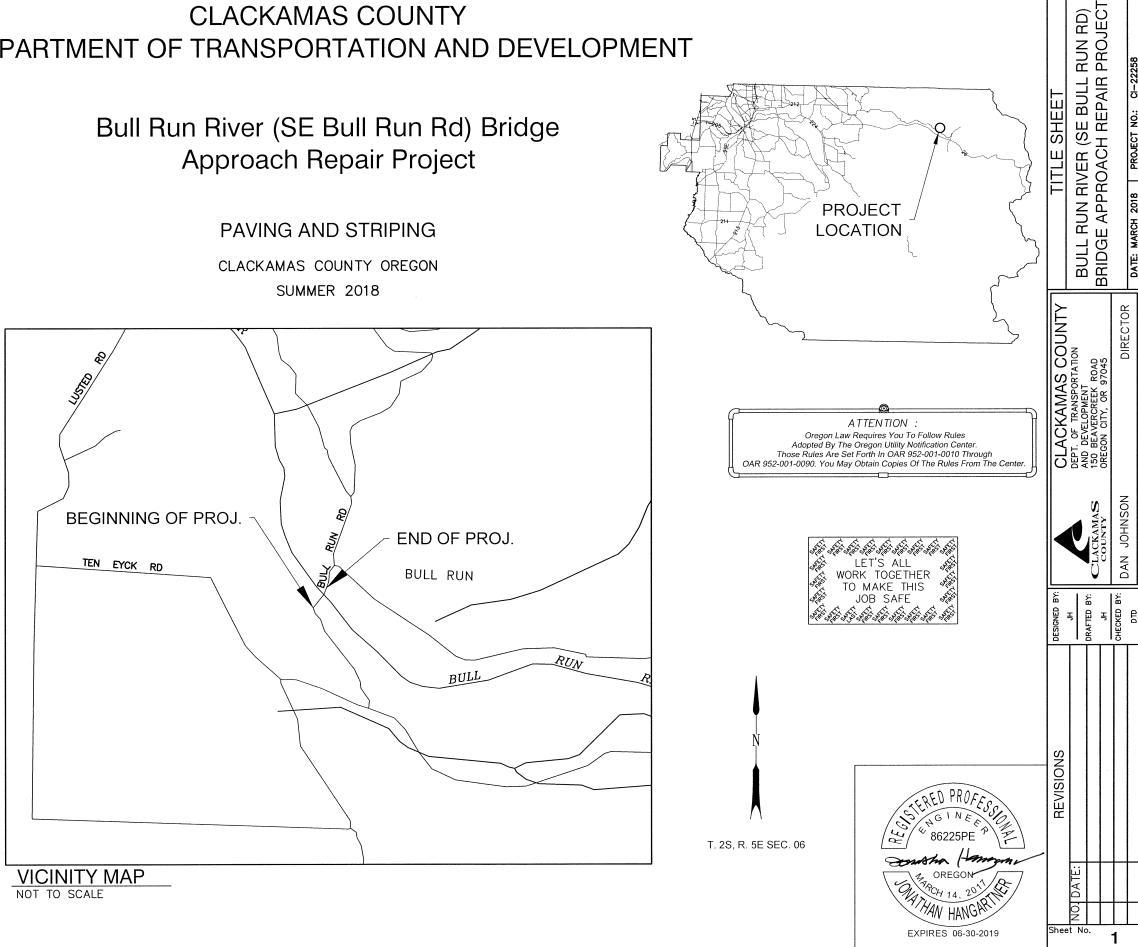
Furnish material for nonreflective black screened legends that is compatible with the sign sheeting, as recommended by the sign sheeting manufacturer.

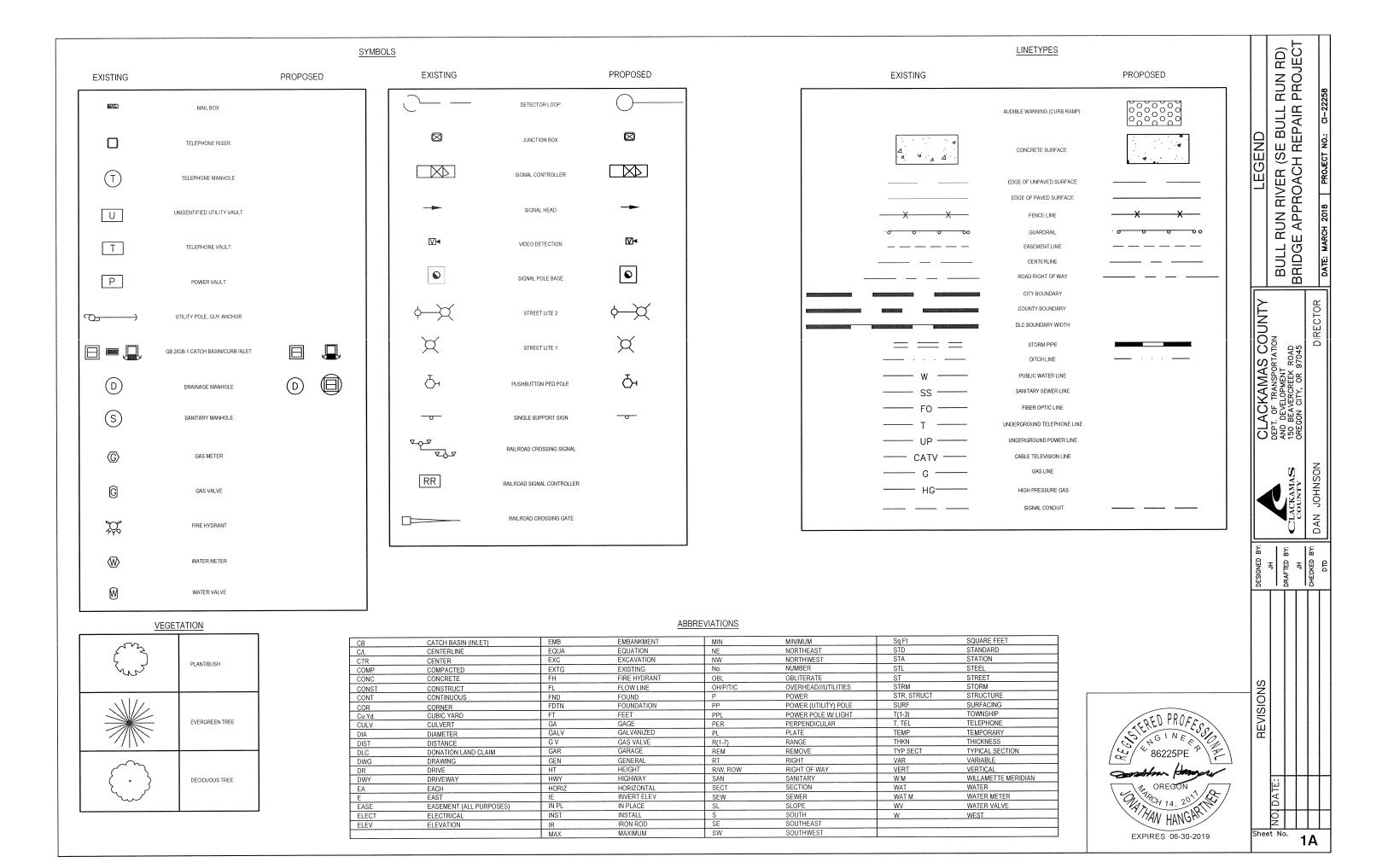
CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

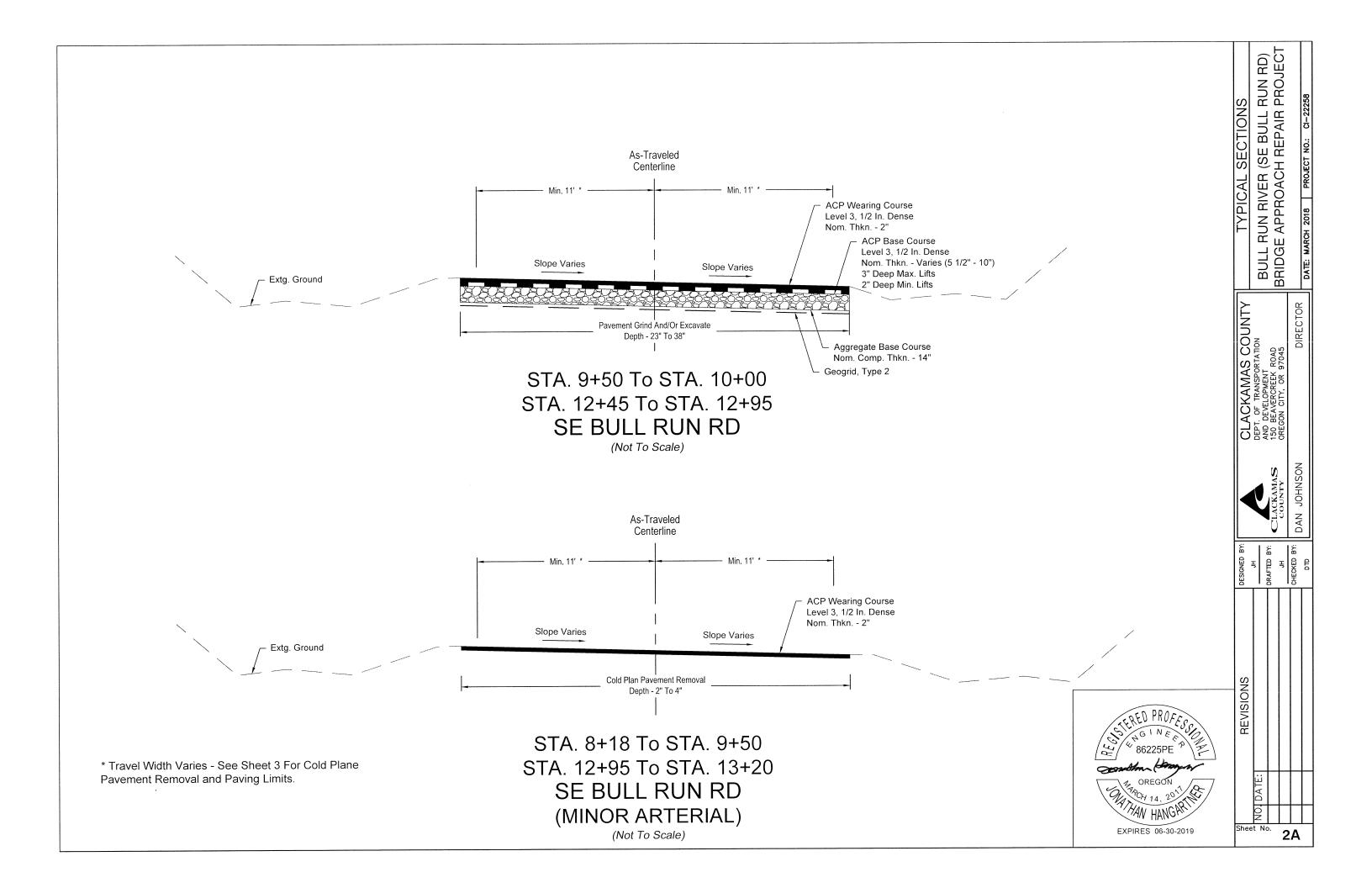
Bull Run River (SE Bull Run Rd) Bridge Approach Repair Project

INDEX OF SHEETS			
1	TITLE SHEET		
1A	LEGEND		
2A	TYPICAL SECTIONS		
2B THRU 2B-5	CONSTRUCTION DETAILS		
2C THRU 2C-4	SECTIONS		
2D	EROSION CONTROL PLANS		
3	ALIGNMENT & GENERAL CONSTRUCTION		
SS-1	PERMANENT STRIPING PLAN		
SS-2	PERMANENT STRIPING DETAILS		

PROJECT BENCHMARK(#2) - EL = 407.04', 2" IRON ROAD W/ RPC INSCRIBED "CONTROL" LOCATED 17' SOUTHERLY FROM TELEPHONE VAULT ADJACENT TO PGE DRIVEWAY AND 30' WESTERLY FROM WEST END OF BRIDGE OVER BULL RUN RIVER. PROJECT VERTICAL DATUM = NAVD 1988 COORDINATES BASED ON OREGON COORDINATE REFERENCE SYSTEM







CONSTRUCTION DETAILS
BULL RUN RIVER (SE BULL RUN RD)
BRIDGE APPROACH REPAIR PROJECT

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

ZKAMAS UNTY

DESIGNED BY:

JH

DRAFTED BY:

JH

CHECKED BY:

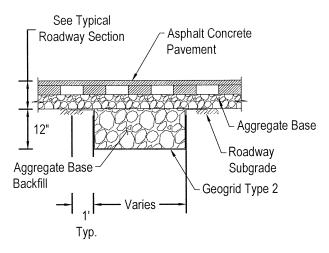
REVISIONS ON Sheet No.

2B

EXPIRES 06-30-2019

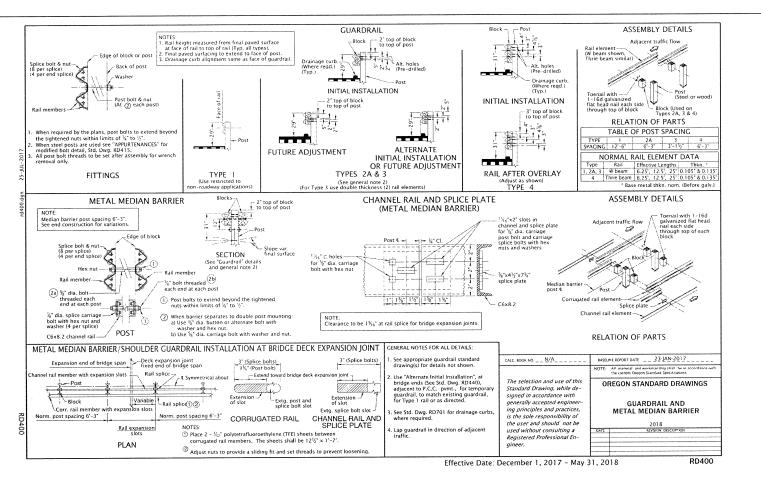
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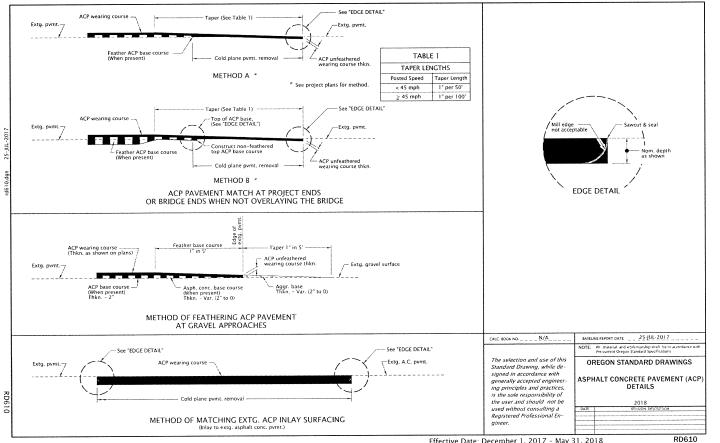
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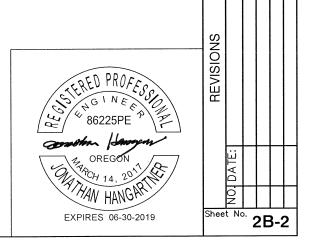


12 INCH SUBGRADE STABILIZATION

Not to Scale







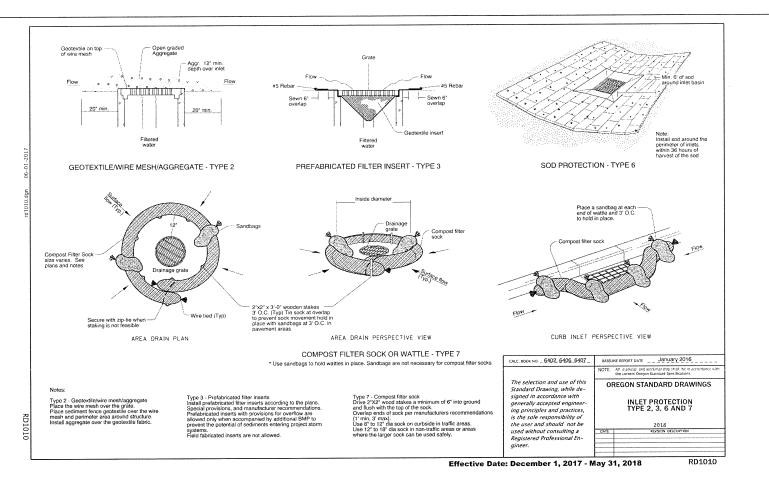
BULL RUN RIVER (SE BULL RUN RD) BRIDGE APPROACH REPAIR PROJECT

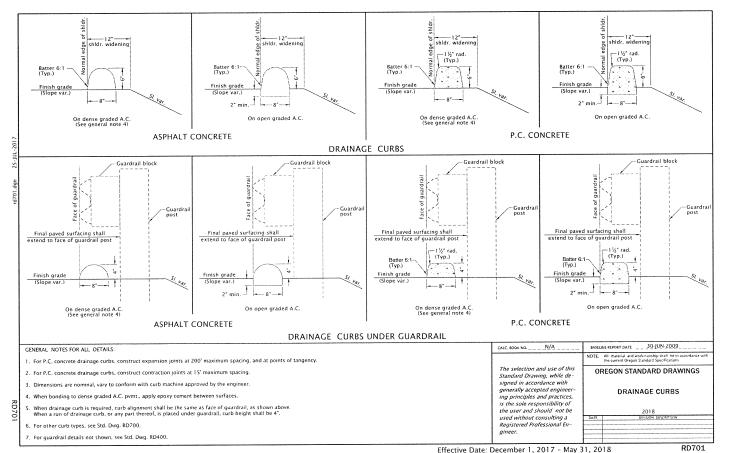
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEPCELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

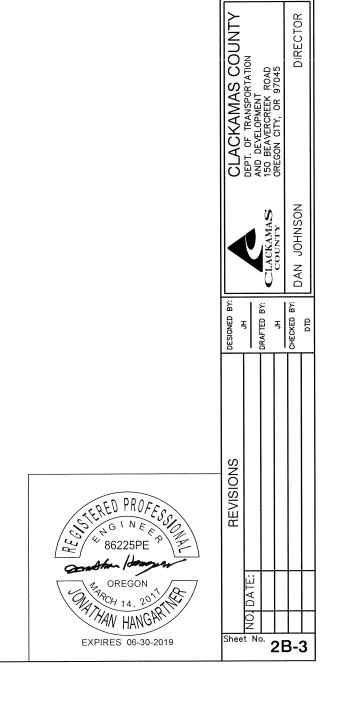
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DIRECTOR

CONSTRUCTION DETAILS

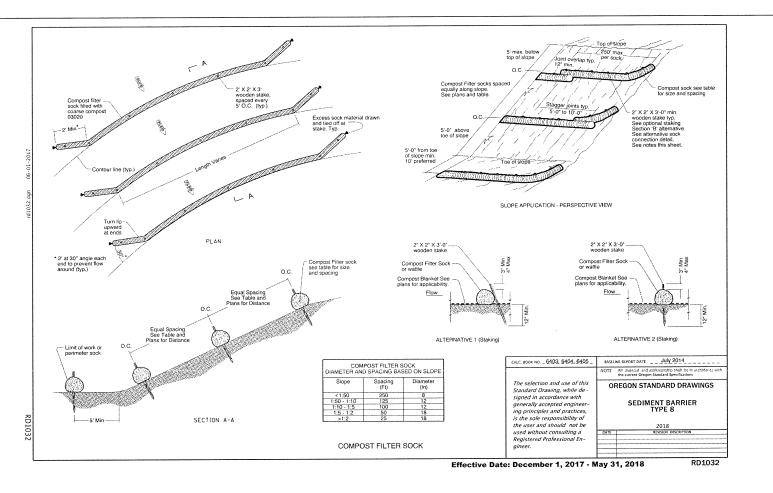


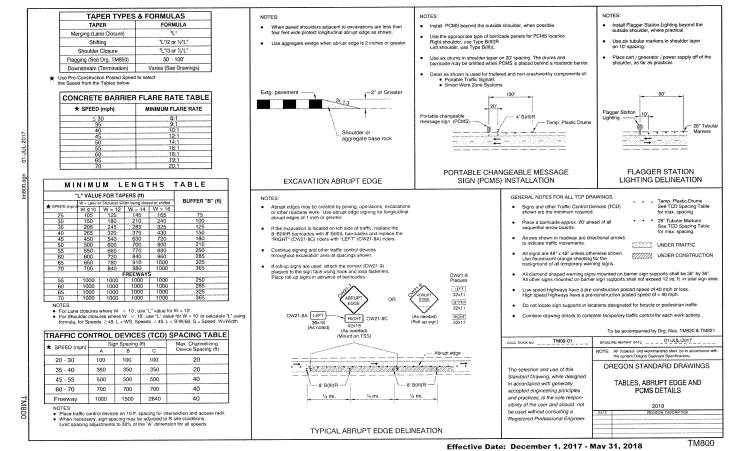


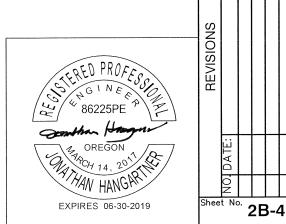


BULL RUN RIVER (SE BULL RUN RD) BRIDGE APPROACH REPAIR PROJECT

CONSTRUCTION DETAILS







BULL RUN RIVER (SE BULL RUN RD) BRIDGE APPROACH REPAIR PROJECT

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

DIRECTOR

JOHNSON

DAN

KAMAS

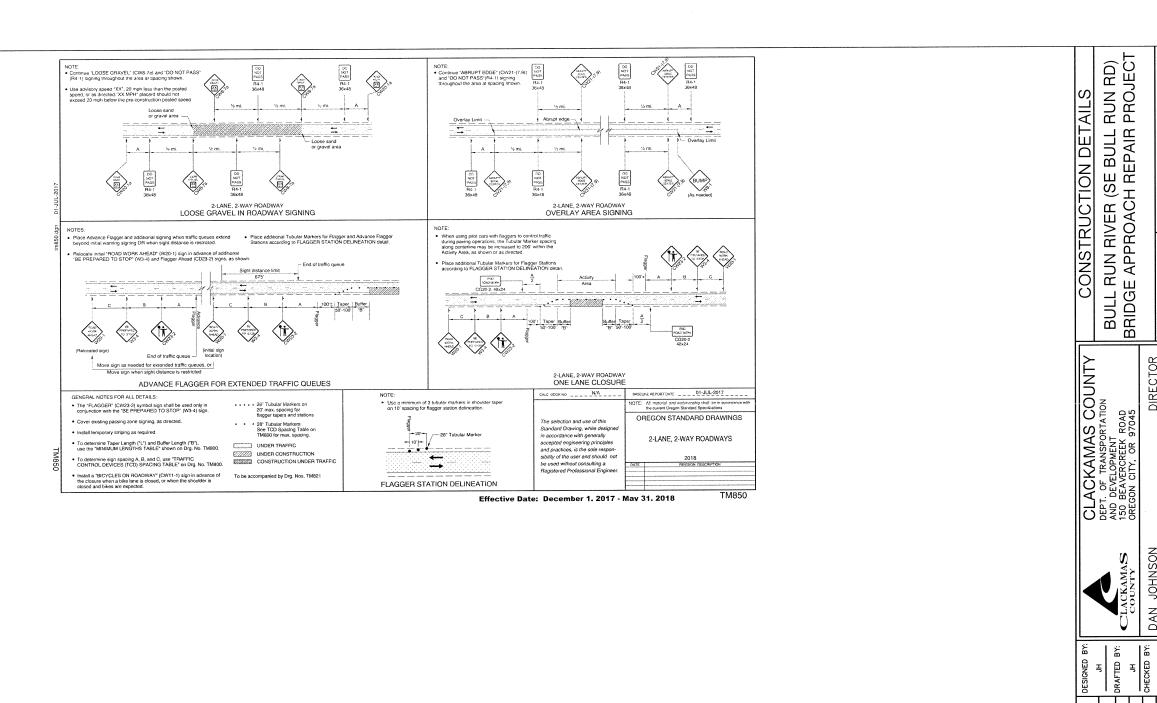
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DESIGNED

DETAILS

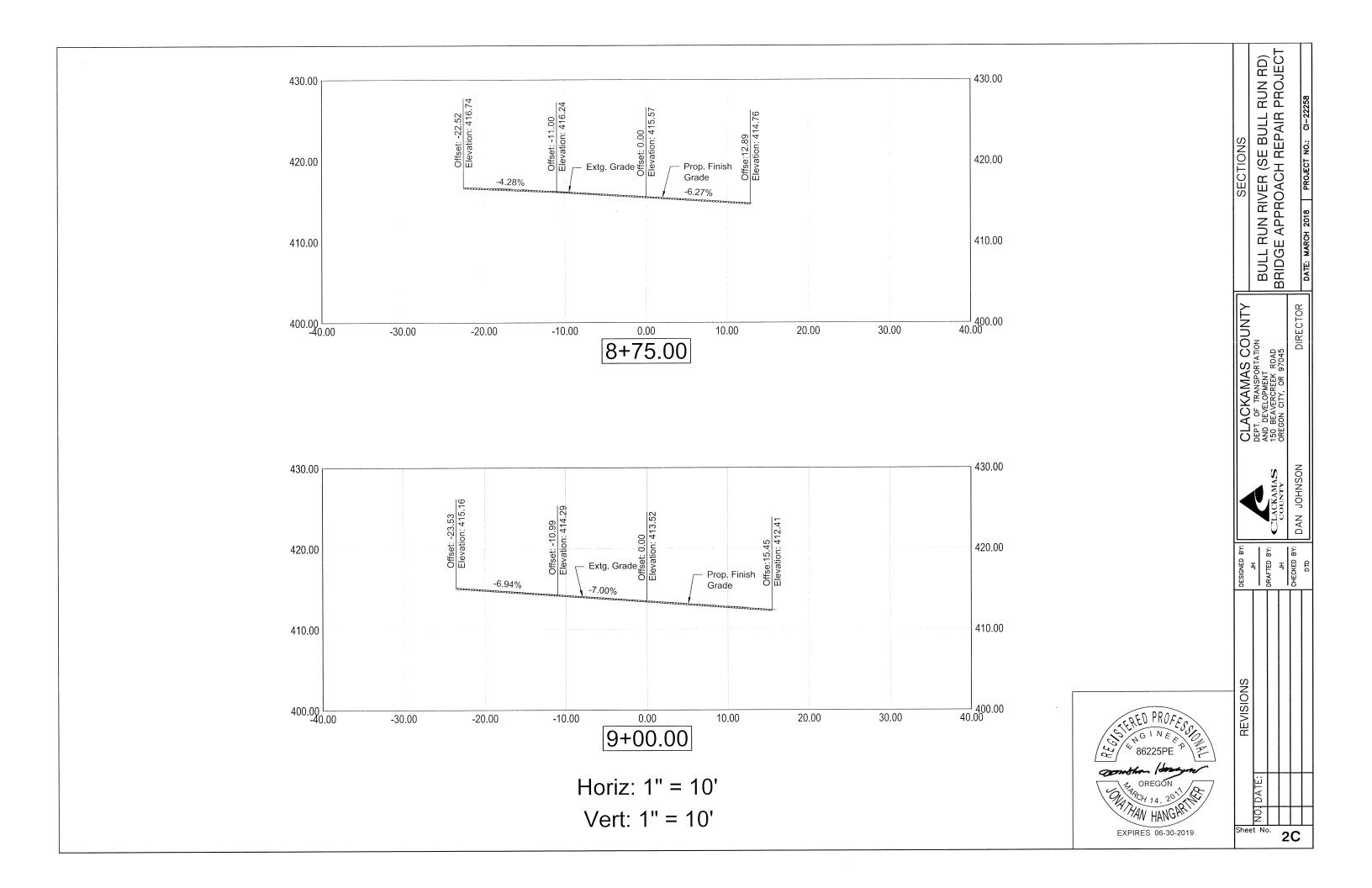
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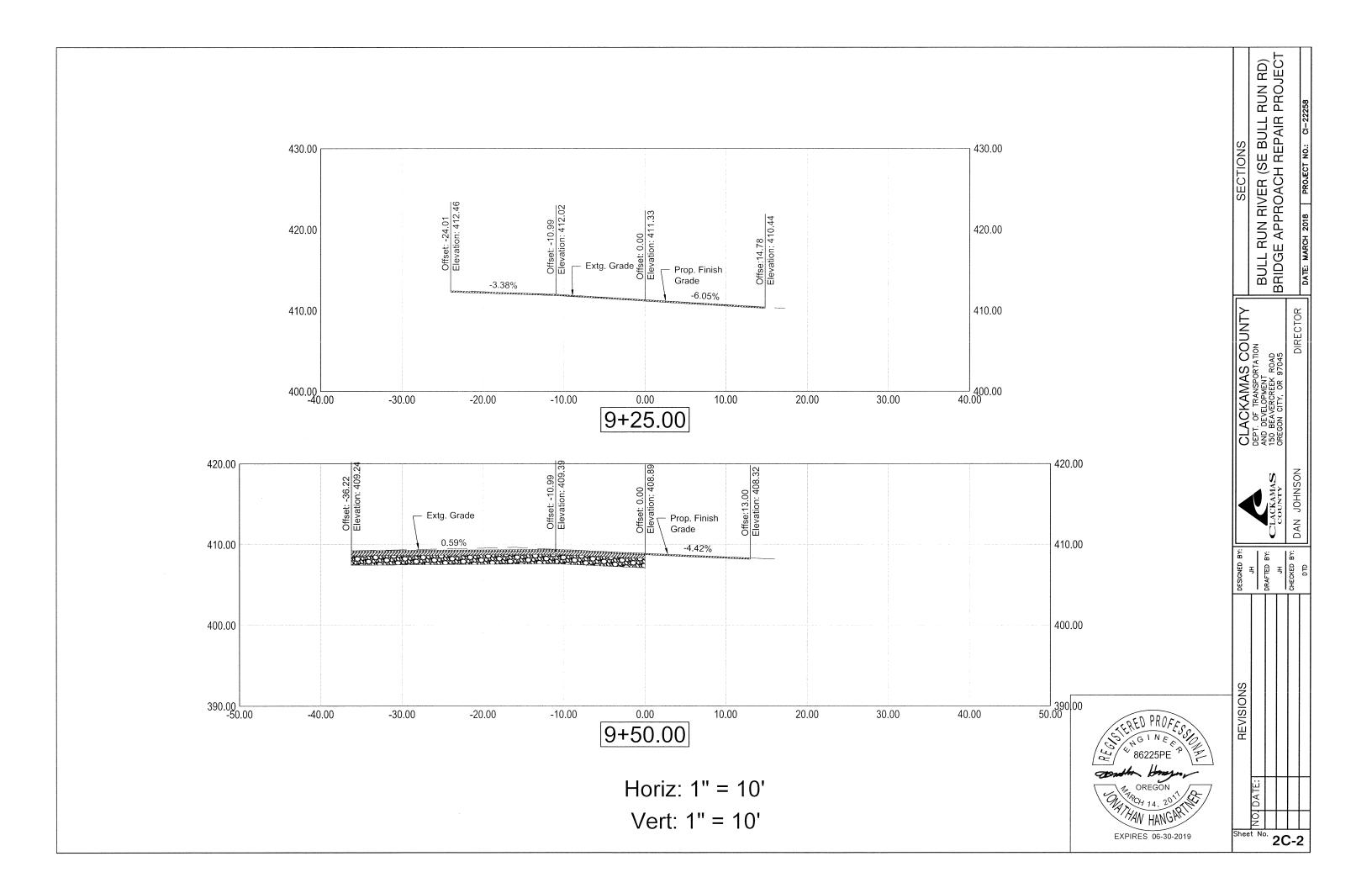


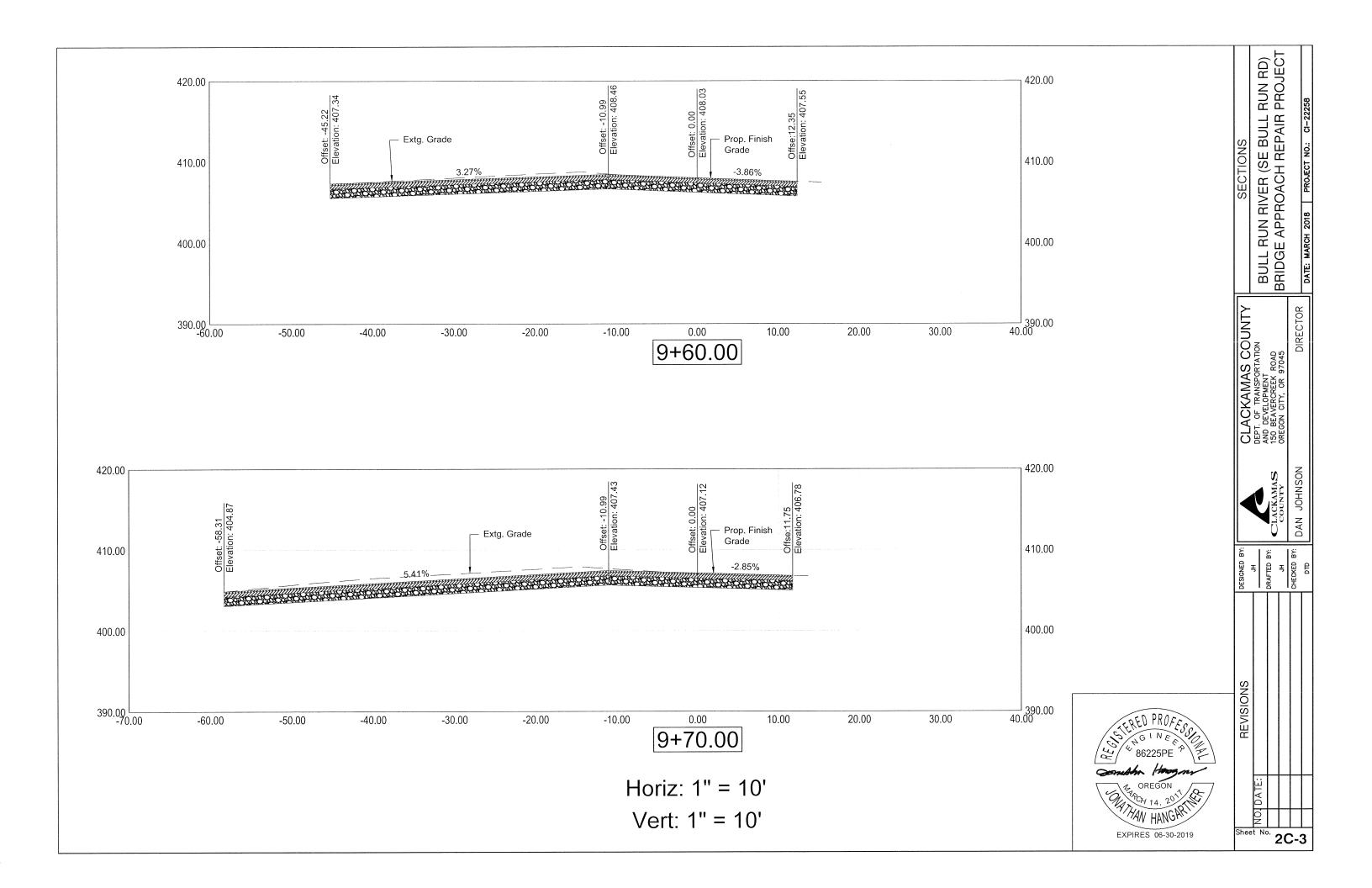


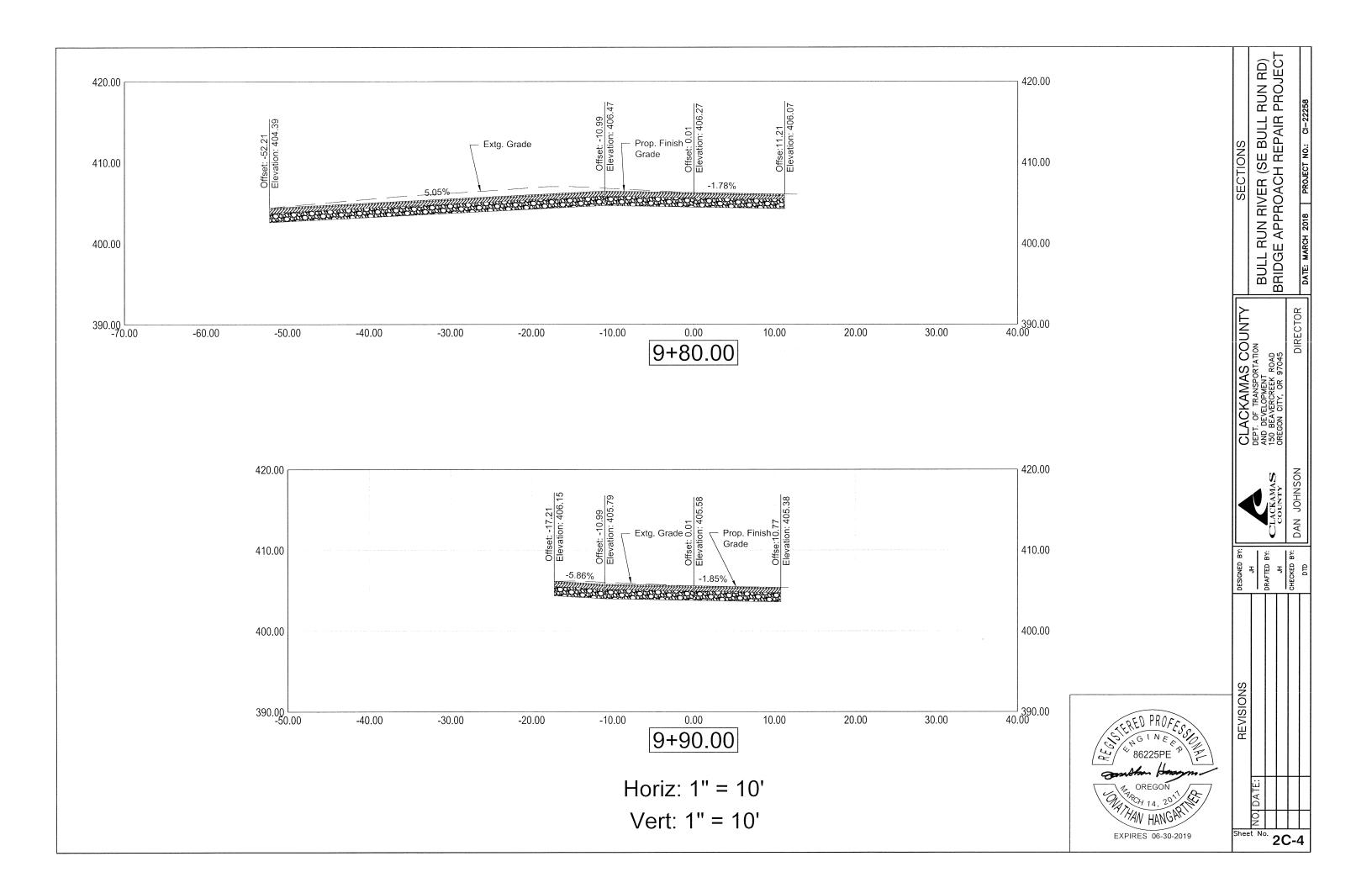
DIRECTOR

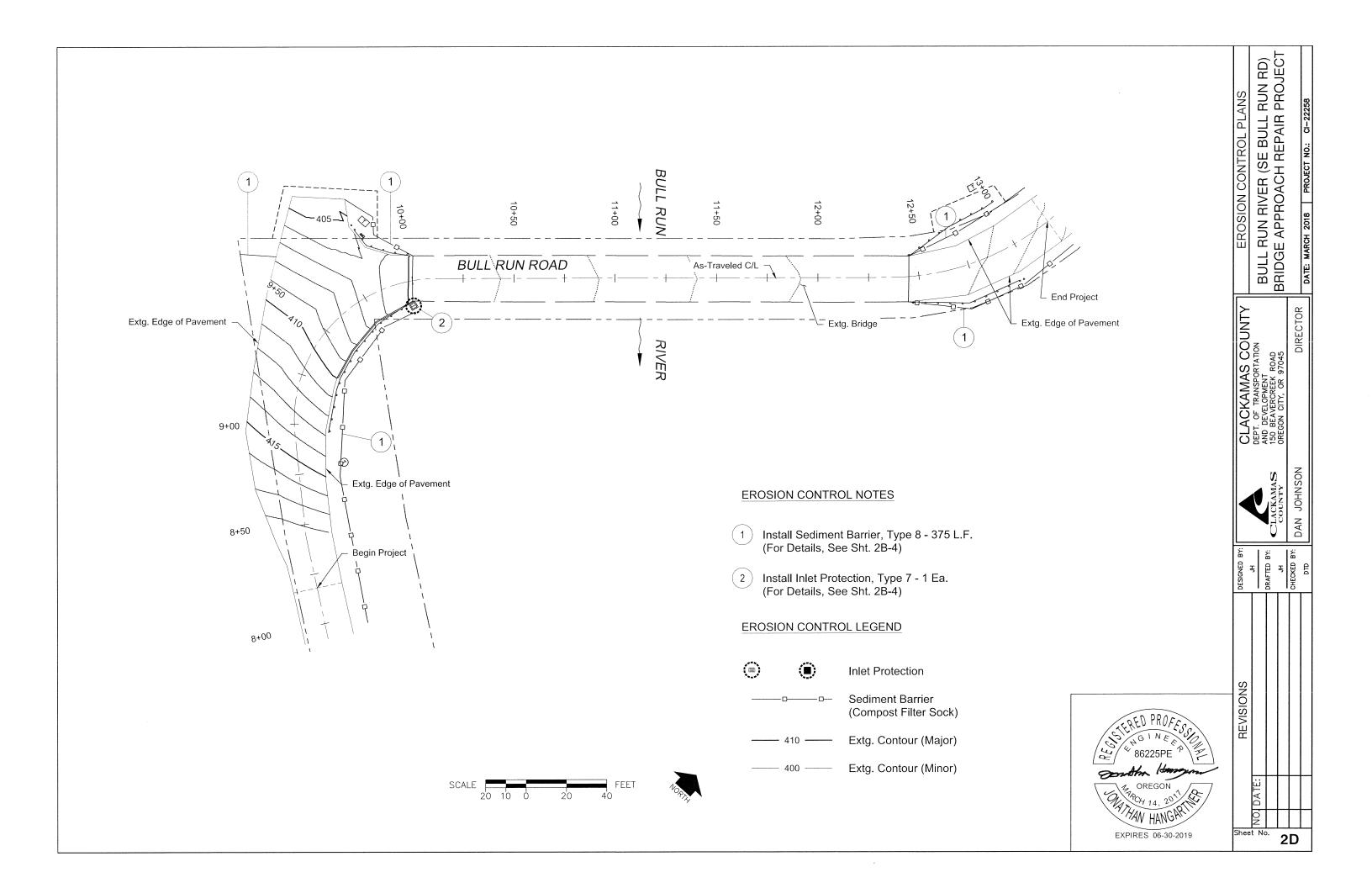
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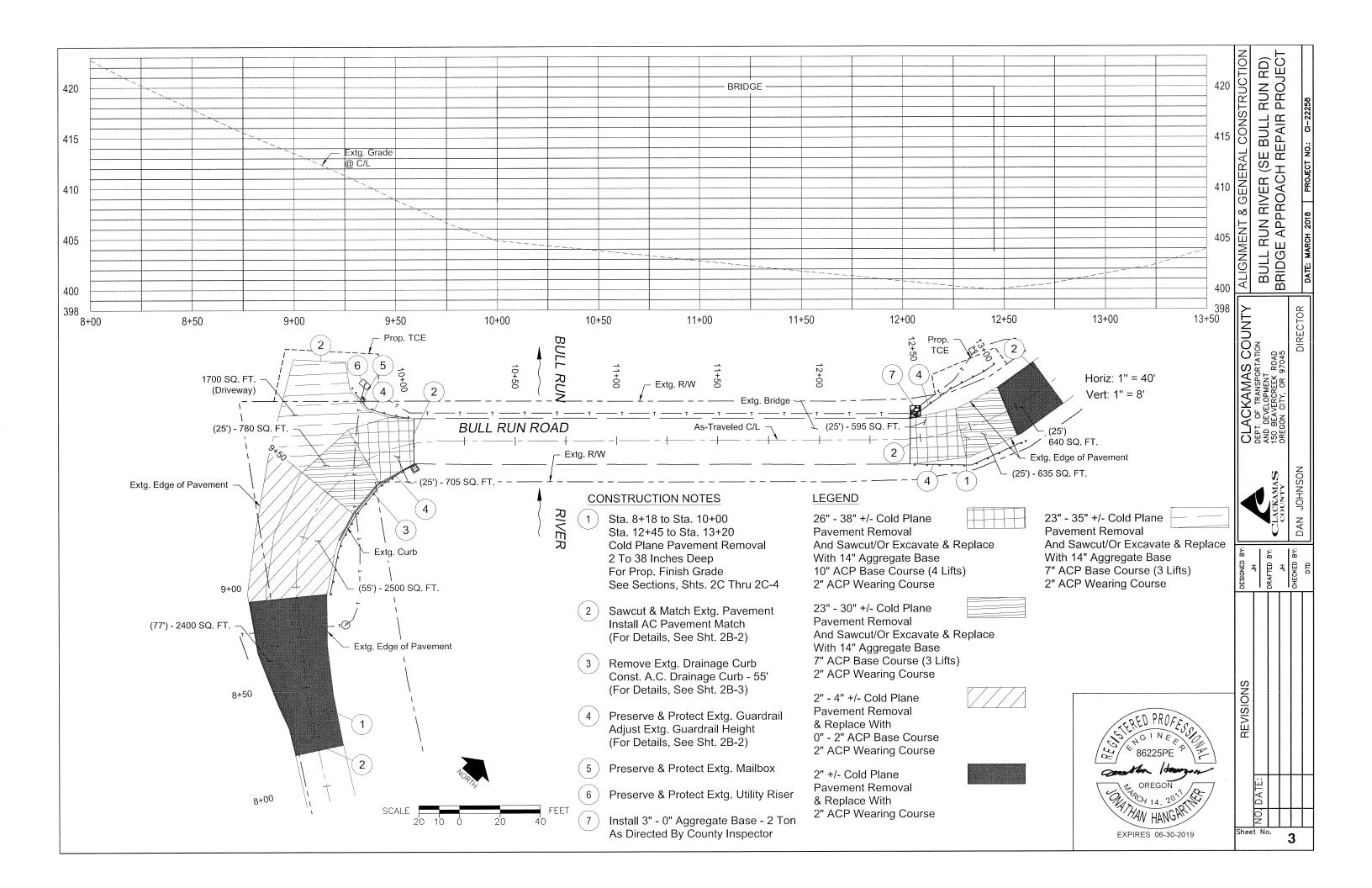


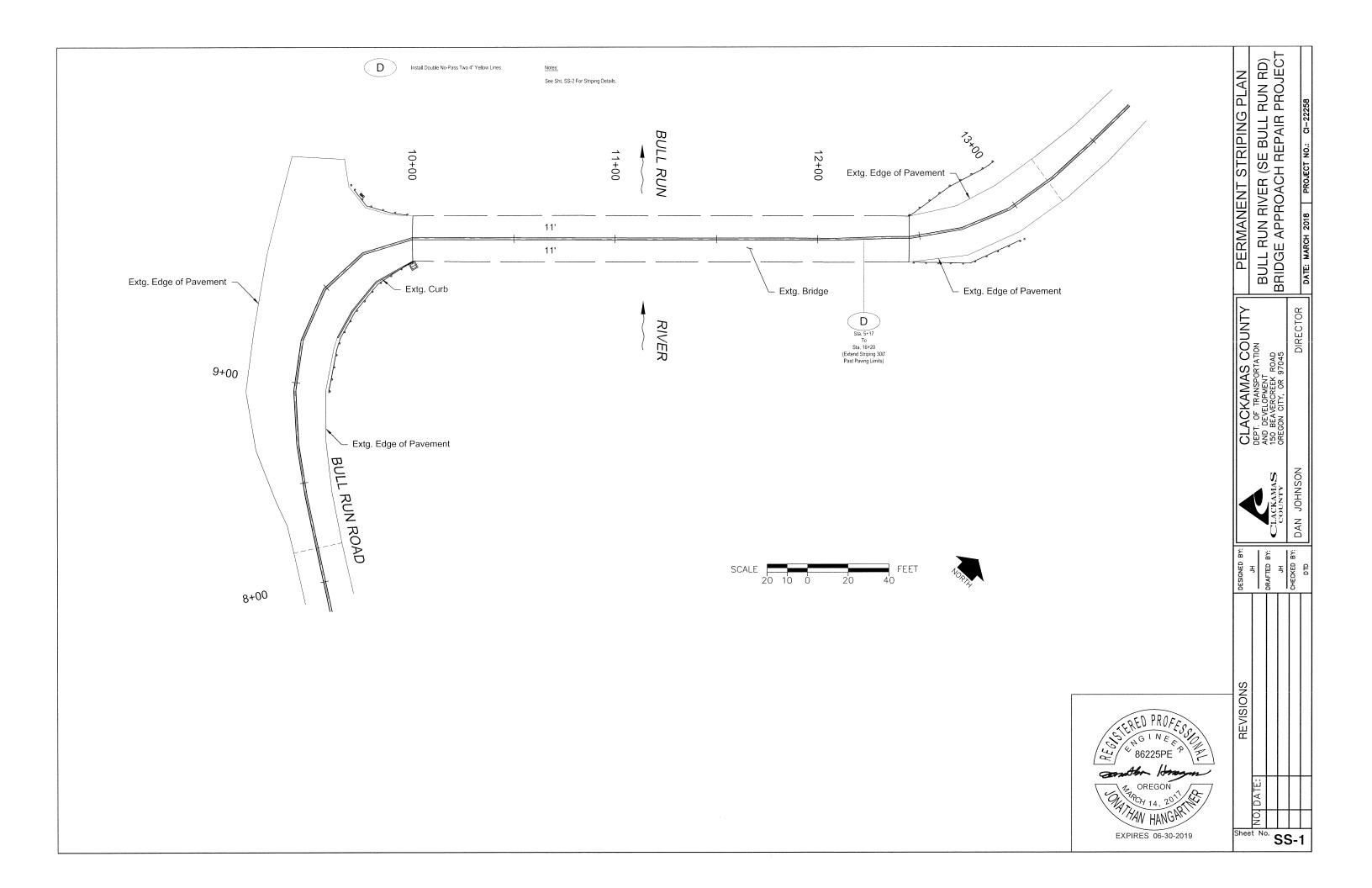


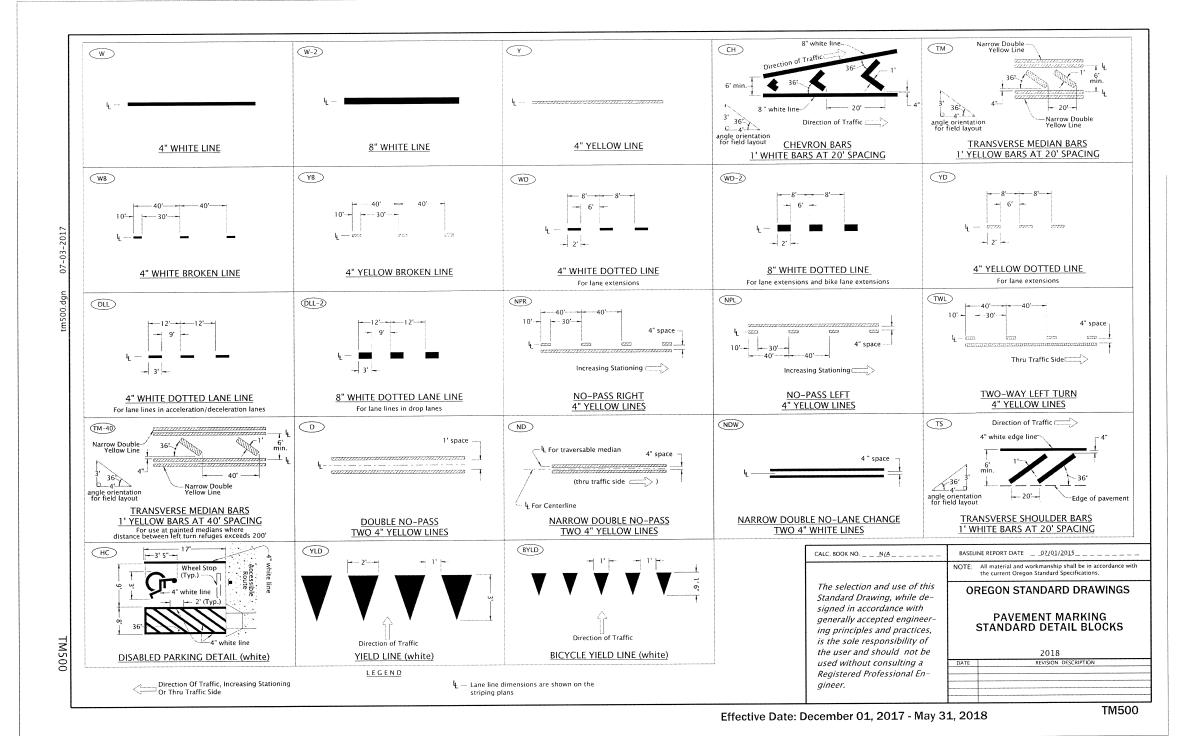












OREGON
EXPIRES 06-30-2019

BULL RUN RIVER (SE BULL RUN RD) BRIDGE APPROACH REPAIR PROJECT STRIPING DETAILS DATE: MARCH 2018 CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEVERCREEK ROAD
ORE GOIN CITY OR 97045 DRAFTED JH CHECKED REVISI

Sheet No.

SS-2