



DAN JOHNSON
DIRECTOR

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

October 31, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract with Eagle-Elsner, Inc. for the Arndt Road/Airport Road paving project. Total Contract Value is \$1,955,000 for 1 year. Funding is through County-approved American Rescue Plan Act, Lost Revenue and HB 2017 Funds. No County General Funds are involved.

Previous Board Action/Review	10/29/24: Request for consent.		
Performance Clackamas	This project will provide strong infrastructure and ensure safe communities by maintaining the County’s existing road infrastructure.		
Counsel Review	10/21/2024, Andrew Naylor	Procurement Review	Yes
Contact Person	Jordan Cools, Jon Sparks	Contact Phone	503-742-4654

EXECUTIVE SUMMARY: This contract is for the Arndt Road/Airport Road Paving Package that will resurface approximately 3.1 miles of NE Arndt Road and NE Airport Road. NE Arndt Road and NE Airport Road are both classified as Rural Major Arterials and the resurfacing will be on NE Arndt Road from NE Airport Road to S Knights Bridge Road, and, as an alternate schedule in the contract, NE Airport Road from NE Arndt Road to NE Miley Road. This contract includes approximately 12,000 tons of asphalt pavement; 34,000 square yards of cold plane pavement removal; upgrading approximately 2,000 feet of guardrail; completing pavement repairs of varying depth; placing pavement markers and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Funding for this contract is from the American Rescue Plan Act (ARPA), Lost Revenue and HB 2017 Funds. Construction is expected to take six months with substantial completion of the project required by September 15, 2025. The purchase order expires December 31, 2025 to allow for completion of punch list items and receipt of final construction documentation.

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PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on August 14, 2024 through Invitation to Bid #2024-70. Bids were publicly opened on September 11, 2024 and the County received eight (8) bids in response to the Invitation to Bid. The lowest bidder was from Eagle-Elsner, Inc. for a total value of \$1,955,000.00. Upon review of the Bid Proposals, contracting with Eagle-Elsner, Inc. was determined to be in the best interest of the County based upon the evaluations of the bids.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve and sign this public improvement contract with Eagle-Elsner, Inc. for the Arndt Road/Airport Road Paving Package.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #1026

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

Project Name: # 2024-70 Arndt Road/Airport Road Paving Package

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **One Million Nine Hundred Fifty-Five Thousand Dollars (\$1,955,000.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

The following documents are incorporated by reference in this Contract and made a part hereof:

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

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

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

2. Representatives.

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

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

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

3. Key Persons.

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

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

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

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

Project Engineer: Brent Williams 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 15, 2025 (See Section 00180.50(h) Contract Time)

FINAL COMPLETION DATE: December 31, 2025

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

5. Insurance Certificates and Required Performance and Payment Bonds.

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to the County Contract Analyst.

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

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and

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

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

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

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

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

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

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

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon

Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

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

6. Responsibility for Damages/Indemnity.

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

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

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

7. Tax Compliance.

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

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

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

8. Confidential Information.

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

9. Counterparts.

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

10. Integration.

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

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

11. Liquidated Damages

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

administration and use of temporary facilities. Liquidated damages are set forth in the Contract Documents and may include the following:

- 11.1 \$1,100 per Calendar day past the Substantial Completion date, as set forth in section 00180.85(b).
- 11.2 \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e), as set forth in 00180.85(c).
- 11.3 \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes, as set forth in 00180.85(d).
- 11.4 \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway, as set forth in 00180.85(e).

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

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

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

15. Federal Contracting Requirements. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in Exhibit A, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but no limited to, 2 C.F.R. § 200.327 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

Signature Page Follows

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

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

Contractor CCB # 27112 Expiration Date: 4/2/2026
Oregon Business Registry # 13500-13 Entity Type: DBC

State of Formation: Oregon

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

Eagle-Elsner, Inc.

Clackamas County

Richard Eagle, Pres 10-16-29
Authorized Signature Date Chair Date

Richard Eagle, President
Name / Title Printed Recording Secretary

APPROVED AS TO FORM
[Signature] 10/21/2024
County Counsel Date

Exhibit A
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, “Contractor” means **Eagle-Elsner, Inc.**, and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. During the performance of this Contract, the Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions

of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened

with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with the Davis-Bacon Act. If applicable, all transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.
6. Compliance with the Copeland "Anti-Kickback" Act.
 - a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
7. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
8. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
9. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
10. Contractor shall comply with 2 CFR Part 180 (including executive orders 12549 and 12689). These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
11. Record Retention. Contractor will retain and keep accessible all such financial records, books,

documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the applicable federal funding agency, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the approved federal administrator, including the Comptroller General of the United States.

12. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
13. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
14. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
15. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
16. Contractor will comply with all applicable requirements of 2 CFR 200.216 and 2 CFR 200.321.
17. Build America, Buy America (BABA). Contractor must comply with 2 CFR 200.322, Domestic Preferences for Procurements. To the greatest extent practicable, this requires the use of domestically produced iron, steel, manufactured products, and construction materials in all federally funded infrastructure projects. Contractor agrees to:
 - Include the domestic preference requirement in all contracts and subcontracts related to the federally funded project, where applicable.
 - Ensure that all applicable procurements are conducted in compliance with this requirement, providing documentation to demonstrate adherence.
 - Notify the County of any anticipated deviations or waivers to the BABA requirements, in accordance with federal guidelines.
 - This clause applies only to projects and activities subject to BABA requirements under federal law or regulation.
18. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

19. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Richard Eagle, Pres
Signature of Contractor's Authorized Official

Richard Eagle, President
Name and Title of Contractor's Authorized Official

10-16-29
Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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

**INVITATION TO BID #2024-70
Arndt Road/Airport Road Paving Package
August 14, 2024**

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **Arndt Road/Airport Road Paving Package** Project until **September 4, 2024, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address: <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No.S-C01010-00011288.

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

Submitting Proposals: Bid Locker

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

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

Engineers Estimate for all work: Base: \$2,016,000.00 + Alternative 1: \$839,000.00 = \$2,855,000.00

Contact Information

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

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

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

State Prevailing Wage

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor

and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 5, 2024, which can be downloaded at the following web address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx
The Work will take place in Clackamas County, Oregon.

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



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

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

Article 1. Scope of Work

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

Article 2. Examination of Site and Conditions

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

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

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

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

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

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

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

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

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

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

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

Article 4. Security to Be Furnished by Each Bidder

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

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

Article 5. Execution of Bid Bond

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

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

Article 6. Execution of the Bid Form

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

The Bid Form relates to Bids on a specific Project

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

Article 9. Bid Closing and Opening of Bids

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

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

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

Article 11. Withdrawal of Bid

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

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

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

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

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

Article 13. Recyclable Products

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

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

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

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

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

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the OregonBuys Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any

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

Article 16. Disclosure of First-Tier Subcontractors

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

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to the Contract Information Analyst listed on the Notice of Contract Opportunity.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: # 2024-70 Arndt Road/Airport Road Paving Package

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

- 1. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Asphalt Concrete Paving & Oiling (ACP), Miscellaneous Highway Appurtenances (MHA), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).****
- 1. Electronic Submissions: The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) will only be accepted electronically thru a secure online bid submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted. <https://bidlocker.us/a/clackamascounty/BidLocker>.**

Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

ZOOM LINKS.

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/87929751107>

Meeting ID: 879 2975 1107

One tap mobile

+16699006833,,87929751107# US (San Jose) 17193594580,,87929751107# US

Dial by your location

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

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

Meeting ID: 879 2975 1107

Find your local number: <https://clackamascounty.zoom.us/j/87929751107>

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

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

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted to either the Contact Information Analyst listed on Notice of Contract Opportunity or via the <https://bidlocker.us/a/clackamascounty/BidLocker> listing.

“Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed

Good Faith Effort shall have protest rights of the determination for such Bidder.
No Bidder shall have protest rights of the sufficiency of any other Bidder
completing Good Faith Effort.

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

Prime Contractor Name: **EAGLE-ELSNER, INC**
Project Name: # 2024-70 Arndt Road/Airport Road Paving Package

Total Contract Amount: **1,955,000 -**

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

DOW BIDDER WILL SELF-PERFORM (GFE not required)	
GRADING	
EXCAVATION	
UNDERGROUND	
PAVING	
FLAGGING - PARTIAL	

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Delivery via bid locker <https://bidlocker.us/a/clackamascounty/BidLocker> within 2 hours of the BID/Quote Closing Date/Time.

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor		
			Check box <input checked="" type="checkbox"/>	MBE	WBE
Name NORTH STAR ELECTRICAL Address 11055 SW CLAY ST. City/St/Zip STERWOOD, OR 97140 Phone# (503) 612-0840 OCCB# 90454	ELECTRIC	21,550-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name HICKS STRIPING Address P.O. BOX 9127 City/St/Zip BROOKS, OR 97305 Phone# (503) 364-4577 OCCB# 240403	STRIPING	64,278³⁰-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name HATCH WESTERN CO. Address P.O. BOX 4070 City/St/Zip WILSONVILLE, OR 97150 Phone# (503) 563-6234 OCCB# 63338	GRINDING	66,798.40	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name ROGER LANGELIERS CONST. Address PO BOX 2057 City/St/Zip TUALATIN, OR 97062 Phone# (503) 533-5709 OCCB# 106364	BRIDGE CONCRETE JOINTS	28,063⁸²-	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Prime Contractor Name: **EAGLE-ELSNER, INC** Total Contract Amount: **1,955,000 -**
 Project Name: # 2024-70 Arndt Road/Airport Road
 Paving Package

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 <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name HQ TRAFFIC Address 15400 LIBBY LANE SE City/St/Zip JEFFERSON, OR 97352 Phone# (503) 949-8656 OCCB# 233615	FLAGGING	TBD 61.50/HK APP. \$6,000 -	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name ZOCHERT FENCE Address 2706 NE COLUMBIA BLVD City/St/Zip PORTLAND, OR 97211 Phone# (503) 774-4311 OCCB# 224409	GUARD RAIL	154,691⁹² -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Prime Contractor: ~~Eagle-Esner, INC.~~

Project: # 2024-70 Arndt Road/Airport Road Paving Package

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>>)	
High Quality Traffic Control	Traffic Control	8/21/24 & 8/28/24	8/21/24	Shelly	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Emailed plans to Shelly 8/21/24.
D & H Flagging	Traffic Control	8/21/24 & 8/28/24	8/21/24	Matthew	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Too Expensive	Matt said he already had a copy of the plans.
NW Traffic Control	Traffic Control	8/21/24 & 8/28/24	8/21/24	Nathan	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Too Expensive	Emailed plans to Nathan 8/21/24.
Faison Construction	Concrete / Guardrails	8/21/24	8/21/24	Elliott	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Emailed plans to Joe & Kevin at Faison on 8/21/24.
Pacific Rim Service & Construction	Guardrails	8/21/24 & 8/28/24	8/21/24	Left a Voicemail	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Too Expensive	Emailed plans to the owner Benjamin 8/21/24.
Bedrock Concrete Cutting	Concrete & Saw Cutting	8/21/24 & 8/28/24	8/21/24	Ian	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Too Expensive	Emailed plans to Ian on 8/21/24.
Brothers Concrete Cutting	Concrete & Saw Cutting	8/21/24 & 8/28/24	8/21/24	TJ & Chris	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Minimum cost is to expensive.	Emailed plans to Chris on 8/21/24.

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

Prime Contractor: Eagle-Elsner, INC.

Project: # 2024-70 Arndt Road/Airport Road Paving Package

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
Fritz Cutting & Coring	Saw Cutting	8/21/24 & 8/28/24	8/21/24	Left a Voicemail	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Emailed plans to Kevin Fritz on 8/21/24.
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2024-70 Arndt Road/Airport Road Paving Package

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

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

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

Ten Percent of Total Amount Bid--- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. S-C01010-00011288) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 19th day of August, 20 24 .

Principal: Eagle Elsner, Inc.

Surety: Western Surety Company

By: [Signature]
Signature

[Signature]
By: Attorney-In-Fact

[Signature]
Official Capacity

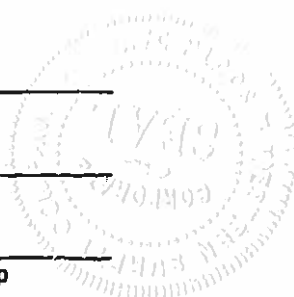
Gloria Bruning
Name

Attest: [Signature]
Corporation Secretary

PO Box 2808
Address

Portland, OR 97208
City State Zip

503-224-2500 503-224-9830
Phone Fax



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of November, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of August, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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

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

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2024-70 Arndt Road/Airport Road Paving Package
BID CLOSING: September 4, 2024, 2:00 PM, Pacific Time
BID OPENING: September 4, 2024, 2:05 PM, Pacific Time

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

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

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

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

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

One Million Nine Hundred Fifty-Five Thousand Dollars (\$ 1,955,000.00)

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

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

• ADDENDA numbered 1 through 2, inclusive (fill in blanks)

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

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

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for NE Arndt Rd/NE Airport Rd Paving Package, Clackamas County Department of

Transportation and Development.

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

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

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

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

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

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

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

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

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

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

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

the State of Oregon, its Worker's Compensation Insurance provider is SAIF CORP.,
Policy No. 810540, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive:	<u>BRENT WILLIAMS</u>	Cell Phone:	<u>(971) 235-7189</u>
Project Manager:	<u>CHRIS DETOL</u>	Cell Phone:	<u>(971) 235-4574</u>
Job Superintendent:	<u>DAVE ELSNER</u>	Cell Phone:	<u>(971) 235-4571</u>
Project Engineer:	<u>BRENT WILLIAMS</u>	Cell Phone:	<u>(971) 235-4571</u>

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

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

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

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

NAME OF FIRM EAGLE-ELSNER, INC.

ADDRESS P.O. BOX 23294
TIGARD, OR 97281

TELEPHONE NO ~~(503) 628-1137~~ (503) 628-1137

EMAIL DICK@EAGLE-ELSNER.COM

SIGNATURE 1) _____
Sole Individual

or 2) _____
Partner

or 3) Richard Eagle, Pres
Authorized Officer or Employee of Corporation

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

Worksite #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD)

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
100	00180	WORKPLACE HARASSMENT PREVENTION PLAN	LS	1	1000 ⁰⁰	1000 ⁰⁰
101	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	\$ 40,000.00	\$ 40,000.00
102	00210	MOBILIZATION	LS	1	165000 ⁰⁰	165,000 ⁰⁰
103	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR NE ARNDT RD	LS	1	65000 ⁰⁰	65,000 ⁰⁰
104	00222	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	5	2,800 ⁰⁰	14,000 ⁰⁰
105	00222	TEMPORARY PROJECT INFORMATION SIGNS	SF	30	50 ⁰⁰	1,500 ⁰⁰
106	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	1,000	3 ⁵⁰	3,500 ⁰⁰
107	00280	EROSION CONTROL	LS	1	1000 ⁰⁰	1,000 ⁰⁰
108	00290	POLLUTION CONTROL PLAN	LS	1	1000 ⁰⁰	1,000 ⁰⁰
TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL						\$ 292,000⁰⁰
ROADWORK						
109	00310	ASPHALT PAVEMENT SAW CUTTING	LF	100	7 ⁰⁰	700 ⁰⁰
110	00310	REMOVAL OF GUARDRAIL	LS	1	7,992 ⁰⁰	7,992 ⁰⁰
ROADWORK - SUBTOTAL						\$ 8,692⁰⁰
DRAINAGE AND SEWERS						
111	00480	DRAINAGE CURBS	LF	1,600	9 ⁰⁰	14,400 ⁰⁰
112	00490	ADJUSTING CATCH BASINS	EA	3	1,000 ⁰⁰	3,000 ⁰⁰
DRAINAGE AND SEWERS - SUBTOTAL						\$ 17,400⁰⁰
BRIDGES						
113	00501	BRIDGE REMOVAL WORK (ASPHALTIC PLUG JOINT)	LS	1	1,700 ⁰⁰	1,700 ⁰⁰
114	00585	ASPHALTIC PLUG JOINT SEALS	LF	126	150 ⁰⁰	18,900 ⁰⁰
115	00585	ASPHALTIC PLUG JOINT SEAL MATERIAL	CY	1	7500 ⁰⁰	7,500 ⁰⁰
116	00585	BRIDGE END PANEL JOINTS	LF	84	22 ⁰⁰	1,848 ⁰⁰
BRIDGES - SUBTOTAL						\$ 29,948⁰⁰

Worksite #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
BASES						
117	00620	COLD PLANE PAVEMENT REMOVAL, 2-2.5 INCH DEEP	SQYD	33,000	170	5,610.00
118	00641	COLD PLANE PAVEMENT REMOVAL, 2.5-4 INCH DEEP	SQYD	4,480	250	1,120.00
119	00641	AGGREGATE SHOULDERS (1-1/2"-0)	TON	800	48.00	38,400.00
120	00641	AGGREGATE APPROACH: AGGREGATE BASE	TON	50	125.00	6,250.00
BASES - SUBTOTAL						\$ 111,950.00
WEARING SURFACES						
121	00744	LEVEL 3, 1/2 INCH ACP	TON	8,500	86.00	731,000.00
122	00748	3 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SY	890	14.50	12,905.00
123	00748	16 INCH SUBGRADE STABILIZATION REPAIR	SY	220	80.00	17,600.00
124	00749	EXTRA FOR ASPHALT APPROACHES	EA	21	550.00	11,550.00
WEARING SURFACES - SUBTOTAL						\$ 773,055.00
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES						
125	00810	GUARDRAIL TRANSITION	EA	6	4000.00	24,000.00
126	00810	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	LF	2,100	35.00	73,500.00
127	00810	GUARDRAIL TERMINALS, NON-FLARED, TEST LEVEL 3	EA	16	3600.00	57,600.00
128	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	220	20.00	4,400.00
129	00855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS, RECESSED	EA	10	20.00	200.00
130	00857	GAP PATTERN RUMBLE STRIPS	MI	4	1800.00	7,200.00
131	00866	DRIBBLE LINE, SPRAYED, SURFACE	LF	37,100	0.99	3,339.00
132	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	LF	67,100	0.25	16,775.00
133	00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EA	12	350.00	4,200.00
134	00867	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EA	5	560.00	2,800.00
135	00867	PAVEMENT BAR, TYPE B-HS	SF	250	12.00	3,000.00
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL						\$ 197,014.00

Worksite #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
136	00990	DETECTOR INSTALLATION, S ARNDT RD AND AIRPORT RD NE (EAST LEG)	LS	1	8000 ⁰⁰	8000 ⁰⁰
137	00990	DETECTOR INSTALLATION, S ARNDT RD AND S KNIGHTS BRIDGE RD	LS	1	3700 ⁰⁰	3700 ⁰⁰
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS - SUBTOTAL						\$ 11,700 ⁰⁰
WORKSITE #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD) PAVING PROJECT TOTAL					\$	1,441,759⁰⁰

Alternate 1: Worksite 21 - NE AIRPORT RD (NE ARNDT TO NE MILEY ROAD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
201	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	20,000.00	\$ 20,000.00
202	00210	MOBILIZATION	LS	1	31,967 ⁰⁰	31,967 ⁰⁰
203	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR NE AIRPORT RD	LS	1	20,000 ⁰⁰	20,000 ⁰⁰
204	00222	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	5	1500 ⁰⁰	7500 ⁰⁰
205	00222	TEMPORARY PROJECT INFORMATION SIGNS	SF	30	50 ⁰⁰	1500 ⁰⁰
206	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	1,000	3 ⁵⁰	3,500 ⁰⁰
207	00280	EROSION CONTROL	LS	1	1000 ⁰⁰	1000 ⁰⁰
208	00290	POLLUTION CONTROL PLAN	LS	1	1000 ⁰⁰	1000 ⁰⁰
TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL						\$ 79,500 ⁰⁰
						85,967 ⁰⁰
ROADWORK						
209	00310	ASPHALT PAVEMENT SAW CUTTING	LF	100	7 ⁰⁰	700 ⁰⁰
ROADWORK - SUBTOTAL						\$ 700 ⁰⁰
BASES						
210	00620	COLD PLANE PAVEMENT REMOVAL, 2 INCH DEEP	SQYD	29,200	1 ⁷⁰	49,640 ⁰⁰
BASES - SUBTOTAL						\$ 49,640 ⁰⁰

NE Arndt Road/NE Airport Road Paving Package

Summer 2024

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
WEARING SURFACES						
211	00744	LEVEL 3, 1/2 INCH ACP W/ FIBERS	TON	3,400	97 ⁰⁰	329,800 ⁰⁰
212	00748	3 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SQYD	590	21 ⁰⁰	12,390 ⁰⁰
213	00749	EXTRA FOR ASPHALT RAMPS	EA	1	2500 ⁰⁰	2500 ⁰⁰
WEARING SURFACES - SUBTOTAL						\$ 344,690⁰⁰
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES						
214	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	220	20 ⁰⁰	4400 ⁰⁰
215	00855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS, RECESSED	EA	15	20 ⁰⁰	300 ⁰⁰
216	00866	DRIBBLE LINE, SPRAYED, SURFACE	LF	24,800	0 ⁰⁹	2232 ⁰⁰
217	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	LF	47,600	0 ²⁷	12,852 ⁰⁰
218	00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EA	1	350 ⁰⁰	350 ⁰⁰
219	00866	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EA	2	350 ⁰⁰	350 ⁰⁰
220	00867	PAVEMENT BAR, TYPE B-HS	SF EA	180	12 ⁰⁰	2160 ⁰⁰
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL						\$ 22,994⁰⁰
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
221	00990	DETECTOR INSTALLATION, S ARNDT RD AND AIRPORT RD NE (NORTH LEG)	LS	1	9250 ⁰⁰	9250 ⁰⁰
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS - SUBTOTAL						\$ 9250⁰⁰
ALTERNATE 1: WORKSITE #2 - AIRPORT RD NE (NE ARNDT RD TO NW MILEY RD) PAVING PROJECT TOTA						\$ 506,774⁰⁰ 513,241⁰⁰ SD.

RC
700⁰⁰

WORKSITE TOTALS

WORKSITE #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD) PAVING PROJECT TOTAL \$ 1,441,759⁰⁰

Alternate 1: WORKSITE #2 - AIRPORT RD NE (NE ARNDT RD TO NW MILEY RD) PAVING PROJECT TOTAL \$ 513,241⁰⁰

NE ARNDT ROAD/NE AIRPORT ROAD PAVING PACKAGE TOTAL \$ 1,955,000⁰⁰

Total Price One Million, Nine Hundred Fifty-Five Thousand Dollars and

No Cents

Name of Firm EAGLE-ELSNER, INC.

Name (Print) EAGLE-ELSNER - RICHARD EAGLE PRES.

Signature Richard Eagle, Pres 9/11/2024
Date

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2024-70**

BID OPENING: September 4, 2024, 2:00 PM, Pacific Time

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

INSTRUCTIONS:

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

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

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

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

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	ZOCHERT FENCE	154,691.92	GUARDRAIL
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

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

Firm Name: EAGLE-ELSNER, INC.

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



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 30226327
Solicitation: #2024-70
Project Name: Arndt Road/Airport Road Paving Package

Table with 2 columns: Surety Name and Bond Amount. Includes entries for Western Surety Company (Surety #1), (Surety #2)*, and Total Penal Sum of Bond: \$ 1,955,000.00.

We, Eagle Elsner, Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) One Million Nine Hundred Fifty Five Thousand & No/100---(\$1,955,000.00) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

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

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

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

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

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

Dated this _____ day of October, 20 24.

PRINCIPAL: Eagle Elsner, Inc.

By: Richard Eagle, Pres
Signature

Attest: Mary Newton
President
Official Capacity
Corporation Secretary

SURETY: Western Surety Company

[Add signatures for each if using multiple bonds]

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

Gloria Bruning
Name

Gloria Bruning
Signature

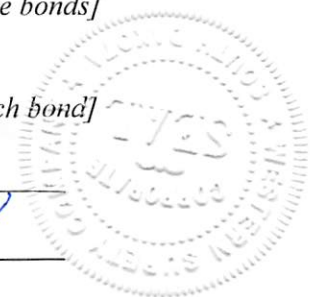
PO Box 2808
Address

Portland, OR 97208
City State Zip

503-224-2500 503-224-9830
Phone Fax

503-224-2500 503-224-9830
Phone Fax

503-224-2500 503-224-9830
Phone Fax



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of October, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of October 2024



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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

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

Go to www.enasuretv.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 30226327
Solicitation: #2024-70
Project Name: Arndt Road/Airport Road Paving Package

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

We, Eagle Elsner, Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) One Million Nine Hundred Fifty Five Thousand & No/100—(\$1,955,000.00) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

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

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

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

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

Dated this _____ day of October, 2024.

PRINCIPAL: Eagle Elsner, Inc.

By: *Richard Eagle, Pres*
Signature

Attest: *Mary Morrison*
President
Official Capacity
Corporation Secretary

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

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

Gloria Bruning
Gloria Bruning
Name
Signature
PO Box 2808
Address
Portland, OR 97208
City
503-224-2500 503-224-9830
Phone Fax



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of October, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of October, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of October 2024



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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

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

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



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

PROJECT: #2024-70 Arndt Road/Airport Road Paving Package

Project Background:

The NE Arndt Road/NE Airport Road Paving Package is an asphalt paving contract. This paving package will resurface 1.5 miles of NE Arndt Road as indicated within the Base Bid. The County is also bidding NE Airport Road as a bid alternate which will increase the resurfacing to a total of 3.1 miles of road.

NE Arndt Road between NE Airport Road and S Knights Bridge Road will be resurfaced with asphalt. Arndt Rd has an average daily traffic of 18,000 vehicles per day and is classified as a rural major arterial.

Bid Alternate: NE Airport Rd between NE Arndt Rd and NE Miley Rd will be resurfaced with asphalt as a bid alternate. NE Airport Rd has an average daily traffic of 5,715 vehicles per day and is classified as rural major arterial.

This contract will include, but not be limited to: placing asphalt; grinding asphalt; completing pavement repairs of varying depth, placing pavement markings and striping; replacing guardrail; completing bridge repairs; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Note: There is one (1) Alternative for this Project. The Bid Alternate will be for NE Airport Road. Contract will be awarded off of the Base Bid. The Base Bid will consist of Worksite 1: NE Arndt Road.

Engineers Estimate for all work: Base: \$2,016,000.00 + Alternative 1: \$839,000.00 = \$2,855,000.00

Key Dates:

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

Substantial Completion: September 15, 2025

Final Completion: December 31, 2025

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 NE ARNDT RD/NE AIRPORT RD PAVING PACKAGE,
CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT,
CLACKAMAS COUNTY, OREGON, dated SUMMER 2024 (67 PAGES)

Clackamas County Department of Transportation and Development, NE Arndt Rd/NE Airport rd Paving Package Drawing Set (27 Pages)

SPECIAL PROVISIONS

FOR

NE ARNDT RD/NE AIRPORT RD PAVING PACKAGE

**CLACKAMAS COUNTY DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT**

CLACKAMAS COUNTY, OREGON

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

Summer 2024



NE ARNDT RD/NE AIRPORT RD PAVING PACKAGE

Worksite 1: Arndt Rd (NE Airport Rd to S Knights Bridge Rd)

Worksite 2: NE Airport Rd (Arndt Rd to NE Miley Rd)


CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

NE ARNDT RD/NE AIRPORT RD PAVING PACKAGE

PROFESSIONAL OF RECORD CERTIFICATION(s):

 <p>EXPIRES: 06/30/2026</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the NE Arndt Rd/NE Airport Rd Paving Package.</p> <p>Sections:</p> <p>00210, 00220, 00221, 00222, 00223, 00224, 00225, 00280, 00290, 00310, 00330 00440, 00480, 00490, 00501, 00585, 00620, 00641, 00730, 00744, 00748, 00749, 00810, 00840, 00850, 00855, 00857, 00866, 0867, 00990, 02001, 02050, 02080, 02190, 02440, 02450, 02640, 02690, 02820 and 02910.</p>
<p>Date Signed: <u>7/29/2024</u></p>	

SPECIAL PROVISIONS
WORK TO BE DONE

NE ARNDT RD/NE AIRPORT RD PAVING, CLACKAMAS COUNTY, OREGON

The Clackamas County DTD NE Arndt Rd/NE Airport Rd Paving Package is an asphalt paving contract. This paving package will resurface 1.5 miles of NE Arndt Road as indicated within the Base Bid. The County is also bidding NE Airport Road as a bid alternate which will increase the resurfacing to a total of 3.1 miles of road.

NE Arndt Rd between NE Airport Rd and S Knights Bridge Rd will be resurfaced with asphalt. Arndt Rd has an average daily traffic of 18,000 vehicles per day and is classified as a major arterial.

Bid Alternate: NE Airport Rd between NE Arndt Rd and NE Miley Rd will be resurfaced with asphalt as a bid alternate. NE Airport Rd has an average daily traffic of 5,715 vehicles per day and is classified as major arterial.

This contract will include, but not be limited to: placing asphalt; grinding asphalt; completing pavement repairs of varying depth, placing pavement markings and striping; replacing guardrail; completing bridge repairs; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Note: There is one (1) Alternative for this Project. The Bid Alternate will be for NE Airport Road. *Contract will be awarded off of the Base Bid. The Base Bid will consist of Worksite 1: NE Arndt Road.*

Engineers Estimate for all work:

Base: \$2,016,000.00 + Alternative 1: \$839,000.00 = \$2,855,000.00

PROJECT KEY DATES

Substantial Completion: September 15, 2025
Contract Completion: December 31, 2025

APPLICABLE SPECIFICATIONS

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

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

CLASS OF PROJECT

This is a Clackamas County Project and is partially funded with federal funds.

CLASS OF WORK

Asphalt Concrete Paving and Oiling (ACP)
Temporary Traffic Control (TTC)
Miscellaneous Highway Appurtenances (MHA)
Pavement Markings (PAVE)

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

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

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

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

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

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

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

Add the following bullet:

- Funding Terms and Conditions - Comply with all federal grant requirements defined in ARPA Exhibit C Additional Federal Terms and Conditions.

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

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx

00110.10 Abbreviations

Add the following:

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

00110.20 Definitions - Add the following to this subsection:

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

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

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

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

BCC – The Clackamas County Board of County Commissioners

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

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

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

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

- Addenda, if any
- The Agreement Form and Special Provisions

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

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

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

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

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

Department – A subdivision of the Agency.

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

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

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

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

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

ODOT Procurement Office – Clackamas County Procurement Division.

Owner – Synonymous with Agency.

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

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

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

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

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

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

Replace the sentence that begins “Surfacing – The Course or Courses...” with the following sentence:

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

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

Add the following to the end of this subsection:

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

END OF SECTION

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders - Replace with the following:

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

00120.01 General Bidding Requirements – Replace with the following:

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

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

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

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

http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

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

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

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

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

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

00120.40 Preparation of Bids – Replace with the following:

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

00120.45 Submittal of Bids - Replace with the following:

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

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

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

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

00120.68 Mistakes in Bids – Replace with the following:

00120.68 Mistakes in Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.70 Rejection of Nonresponsive Bids – Replace with the following:

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

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

END OF SECTION

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Replace with the following:

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

00130.15 Right to Protest Award – Replace with the following:

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

00130.30 Contract Booklet – Add the following:

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

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

00130.40 Contract Submittals - Replace with the following:

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

00130.70 Release of Bid Guaranties – Replace with the following:

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

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.

END OF SECTION

SECTION 00140 – SCOPE OF WORK

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

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

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

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

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

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

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

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.

- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

END OF SECTION

SECTION 00150 – CONTROL OF WORK

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

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

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

00150.05 Cooperative Arrangements – Delete this subsection.

00150.10(a) Order of Precedence – Replace with the following:

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

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

Notes on a drawing shall take precedence over drawing details.

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

00150.15(a) General – Delete this subsection.

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

The Engineer will:

- Provide copies of plans and specifications.
- Perform measurements and calculations for pay quantities.
- Perform final "as constructed" measurements.

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

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

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

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

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

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after Contract is awarded to verify all Utilities involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Coordinate Project construction with Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;

- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues;
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

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

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

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Table 00150-1

Utility	Contact Information
Astound Broadband	866-928-3123
Canby Telephone	503-226-8111
CenturyLink	800-283-4237
Clackamas County DOT	503-722-6301
Comcast Cable	800-934-6489
NW Natural	503-220-2415
Oregon DOT	503-986-2706
Portland General Electric	800-544-1793

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

00150.70 Detrimental Operations – Add the following:

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

END OF SECTION

SECTION 00160 – SOURCE OF MATERIALS

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

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

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

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

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

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

00160.20(a) Buy America – Supplement with the following:

Federal highway funds **are** involved on this Project.

END OF SECTION

SECTION 00165 – QUALITY OF MATERIALS

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

00165.04 Costs of Testing – Replace this section with the following sentence:

All testing required to be performed by the Contractor will be at the Contractor's expense.

00165.10(a) Field-Tested Materials – Add the following sentence:

The County follows the most current version of the MFTP on its projects:

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

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

END OF SECTION

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

Traffic control will be required within Marion County road right of way. The Contractor shall be required to obtain a right of way permit from Marion County prior to starting construction.

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

Add the following subsection:

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

00170.70 Insurance - Replace with the following:

00170.70 Insurance - See Clackamas County Public Improvement Contract.

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

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

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

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

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

00170.72 Indemnity/Hold Harmless – Replace with the following:

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

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

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

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

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

END OF SECTION

SECTION 00180 – PROSECUTION AND PROGRESS

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

00180.06 Assignment of Funds Due under the Contract – Replace this subsection, except for the subsection number and title, with the following:

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

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

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

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

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

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

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

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

The Contractor shall not begin On-Site Work before June 24, 2024, unless approved by the Engineer.

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
Railway Work	00170.01(e)
On-Site Work.....	00180.40(b)
Contract Completion Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Special Events	00220.40(e)
In-water Work Restrictions	00290.34(a)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic	00745.51

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

00180.41 Project Work Schedules – Add the following:

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

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

00180.42 Preconstruction Conference - Add the following:

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

Submit the following during the preconstruction conference unless otherwise directed:

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

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

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

- At the time Substantial Completion is reached, the Contractor shall submit a Notice of Substantial Completion.

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract not later than September 15, 2025.

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

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

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

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$1,100 per Calendar Day*.

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

Add the following subsection:

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

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

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

Add the following subsection:

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

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

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

Add the following subsection:

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

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

Add the following subsection:

00180.88 Workplace Harassment Prevention Plan – Submit a workplace harassment prevention plan for review 10 days before the preconstruction conference. The plan shall ensure all workers are guaranteed a safe and respectful work environment regardless of their identity or status. The plan applies to, but is not limited to, a worker's race, gender, creed, or any protected characteristic under state or federal law. At a minimum, the plan shall include:

- A Statement that the Contractor shall provide a safe and respectful workplace on the jobsite for all workers, subcontractors, suppliers, and other persons performing work.
- A description of how the plan will be implemented and monitored during the project duration.
- A list of the in-person trainings that will be conducted for workers of all ranks working on the project to support, promote, and grow a positive jobsite culture.
- A list of meaningful policies including procedures for aggrieved workers in need of recourse.
- How incidents involving bullying or harassment will be investigated and resolved in a prompt, thorough, and impartial manner.

Contractor shall post on the jobsite and make available copies of policies about hate, intimidation, or harassment including how to report incidents and how to receive support. Materials will be provided in all languages necessary to be inclusive of the workforce.

Add the following subsection:

00180.89 Measurement – No measurement of quantities will be made for workplace harassment prevention plan.

Add the following subsection:

00180.95 Payment – Payment for workplace harassment prevention plan will be for developing and implementing the plan during construction of the project, in-person training, developing meaningful policies, and investigating incidents.

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

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

END OF SECTION

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

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

00190.20(a) Contractor to Provide Vehicle Weigh Scales: Delete and replace the last paragraph in this section with the following:

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

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

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures.

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

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:
 - Capable of recording and securely retaining the same required "weigh memo" information identified above. For retention see 00170.07(c).
 - Fully integrated with the provided weigh scale system.
 - Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.

- Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

00190.20(g) Agency-Provided Weigh Technician: Replace this subsection, except for the subsection number and title, with the following:

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

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

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

END OF SECTION

SECTION 00195 – PAYMENT

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

00195.10 Payment For Changes in Materials Costs - Replace this subsection with the following subsection:

00195.10 Asphalt Cement Material Price Escalation/De-escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) is established by the Agency each month. For the actual MACMP, go to the Agency website at:

<https://www.oregon.gov/ODOT/Business/Pages/Asphalt-Fuel-Price.aspx>

The MACMP is based on selling prices of asphalt cement published by Poten & Partners, Inc. for primarily PG 64-22 paving grades in the Portland, Oregon area and typical non-modified paving grades in the Boise, Idaho area. The MACMP for a given month is the average of the weekly published prices for each area reported each Friday in that month. If any portion of the Project Site is located within the boundaries of ODOT Maintenance District 13 or 14, the MACMP will be based on the prices for the Boise, Idaho area. If no portion of the Project Site is within the boundaries of ODOT Maintenance District 13 or 14, the Contractor may elect to have the MACMP based on the prices of either the Portland, Oregon area or the Boise, Idaho

area. If electing to use Boise, Idaho area prices for determination of the MACMP, the Contractor shall notify the Engineer in writing of the Contractor's election before or within 7 Calendar Days after the date of the preconstruction conference. This election, once acknowledged by the Engineer, will be binding for the entire duration of the Contract. If no such written notification is made, the Portland, Oregon area prices will be used as the basis of the MACMP. The area selected as the basis of the MACMP, once chosen, will become the sole area to be used as the basis for all asphalt cement used on the Project.

If the weekly prices cease to be available from Poten & Partners, Inc. for any reason, the Agency, in its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The Agency does not guarantee that asphalt cement will be available at the MACMP.

(b) Base Asphalt Cement Material Price (Base) - The base asphalt cement material price for this Project is the MACMP published on the Agency website for the month immediately preceding the Bid Opening date.

(c) Monthly Asphalt Cement Adjustment Factor - The monthly asphalt cement adjustment factor will be determined each month as follows:

- If the MACMP is within $\pm 5\%$ of the Base, there will be no adjustment.

- If the MACMP is more than 105% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (1.05 \times \text{Base})$$

- If the MACMP is less than 95% of the Base, then:

$$\text{Adjustment Factor} = (\text{MACMP}) - (0.95 \times \text{Base})$$

(d) Asphalt Cement Price Adjustment - A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP for the month the asphalt is incorporated into the Project. The price adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.

The Pay Items for which price adjustments will be made are:

Pay Item(s)

Level 3, ½ Inch ACP

Add the following section:

00195.11 Fuel Cost Price Escalation/De-escalation -

No fuel 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(a) Progress Payments - Delete and replace the last sentence in the second paragraph as follows:

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

00195.50(a) Progress Payments - Modify as follows:

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

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

(2) Value of Material on Hand - Replace this subsection, except for the subsection number and title, with the following:

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

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

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

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

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

Forms of acceptable retainage are set forth below in Subsections (1) through (3). “Cash, Alternate A” or “Cash, Alternate B” (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) “Cash, Alternate B (No Interest Earned). If the Agency incurs additional costs as a result of the Contractor’s election to use “Bonds and Securities”, the Agency may recover such costs from the Contractor by a reduction of the final payment.

Replace paragraph (2) with the following:

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

00195.50(d) Release of Retainage – Replace this subsection, except for the subsection number and title, with the following:

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

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

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

END OF SECTION

SECTION 00196 – PAYMENT FOR EXTRA WORK

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

Add the following subsection:

00196.91 Extra Work Allowance - The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

END OF SECTION

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications modified as follows:

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

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

END OF SECTION

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

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

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - Replace this subsection, except for the subsection number and title, with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

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

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

END SECTION

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing.
- Provide and maintain access to garbage containers and garbage pick-up, mail and other regularly scheduled deliveries. Coordinate with school districts and with public transit to minimize impacts and delays for any school and public bus routes.
- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.

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

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

- Between sunset and sunrise.

END SECTION

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

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

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

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

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

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

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00744.47, and 00744.48, as applicable.

Add the following section:

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

00221.90(b) Method “B” – Lump Sum Basis – Replace this subsection, except for the subsection number and title, with the following:

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

“Temporary Work Zone Traffic Control, Complete for _____” where the name of the street(s) or location will be inserted in the blank.

When the schedule of items includes both “Temporary Work Zone Traffic Control, Complete:_____” and other unit based pay items described in Method “A”, only the pay items included in the bid item schedule will be paid. All TCD and operations required to safely protect and direct traffic around and through the work zone(s) not listed in the bid item schedule shall be included in the lump sum price for “Temporary Work Zone Traffic Control, Complete:_____.”

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

END OF SECTION

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

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

- Place a “PEDESTRIANS ON ROADWAY” (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- Install a "PAVING SIGN" on a single wood post. Install a “PROJECT NOTIFICATION SIGN” on a single wood post. Place these Project Information Signs according to sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Supplemental Drawings, in advance of the "ROAD WORK AHEAD" sign at each end of the Project, facing incoming traffic. See project plans for sign size and legend.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.
- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area Signing" detail shown on the Standard Drawings.
- All work zones exceeding 500 feet in length shall require the use of a pilot car. During pilot car operations, install a 15-inch by 24-inch “WAIT FOR PILOT CAR: (CR4-20) sign at each driveway approach and intersecting side street within the limits of the pilot car operation.
- In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the "WAIT FOR PILOT CAR" signs.

00222.80(b) Unit Basis - Add the following:

Portable Changeable Message Signs shall be installed for the duration of the project. No additional measurement will be made for relocating signs to accommodate changes in work zone or additional project sites.

00222.90 Payment - Add the following pay items:

Pay Item	Unit of Measurement
(e) Temporary Project Information Signs	Square Feet

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

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

END OF SECTION

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

END OF SECTION

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

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

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

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

END OF SECTION

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

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

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

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

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

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

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

END SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

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

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

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

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

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

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

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

END SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

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

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

Delete the paragraph that begins “A Pollution Control Plan...”.

END SECTION

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.44 Earthwork in Connection with Removal – replace the second paragraph with the following:

Backfill holes according to 00330.45. No separate measurement will be made for backfilling holes or restoration of the shoulder area impacted by guardrail removal.

00310.80 Measurement - Add the following paragraph to the end of this subsection:

No separate measurement will be made for sawcutting performed under Sections 00507, 00585 or 00748.

END SECTION

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

Add the following subsection:

00440.02 Abbreviations and Definitions:

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

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

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

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

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

END SECTION

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.

END SECTION

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications modified as follows:

00490.80 Measurement – Add the following to this subsection:

All work associated with installing agency provided grade adjustment rings to raise boxes and lids to finish grade during paving operations will be considered incidental to other bid items.

00490.90 Payment – Add the following to this subsection:

Item (e) includes all work necessary to raise existing catch basins to finish grade including removing top sections of existing structures including sawcutting cast-in-place structures as needed, adding new cast-in-place or precast riser sections, resetting existing frames and grates and all other work necessary to adjust the basin.

END SECTION

SECTION 00501 – BRIDGE REMOVAL

Comply with Section 00501 of the Standard Specifications modified as follows:

00501.00 Scope – Add the following paragraph to the end of this subsection:

Remove the existing asphaltic plug joints on the Pudding River Bridge and Knights Bridge as shown.

Add the following subsection:

00501.03 Submittals - Submit unstamped bridge removal plans according to 00150.35 14 Calendar Days before beginning removal work.

Include the following information in the submittal:

- Removal sequence, including contractor staging and traffic staging.
- Detailed schedule of asphaltic plug joint removal work.
- Type of equipment that will be used, including size and capacity.
- Equipment location during removal operations.

Do not begin bridge removal work until the bridge removal plans have been approved.

Add the following subsection which is a new subsection:

00501.41 Pre-Removal Meeting – The Contractor shall attend and participate in a Pre-Bridge removal meeting to discuss the scope of work. The Contractor shall be prepared to discuss the following:

- Bridge asphaltic plug removal and replacement schedule
- Contractors and/or subcontractors to complete the work including qualifications and experience completing similar work.
- Method, equipment and personnel completing the work.
- Review of the bridge removal plans submitted in accordance with 00150.35.

END SECTION

SECTION 00585 - EXPANSION JOINTS

Comply with Section 00585 of the Standard Specifications modified as follows:

00585.01 Definitions -

Replace the sentence that begins “**Asphaltic Plug Joint Seal** - A sealed joint composed of Aggregate....” with the following sentence:

Asphaltic Plug Joint Seal - A Closed Joint composed of Aggregate and flexible binder Material placed over a steel bridging plate.

Replace the sentence that begins “**Closed Joint** - A sealed or filled joint designed...” with the following sentence:

Closed Joint - A sealed joint designed to prevent water and debris from passing through the joint.

Add the following definition:

Control Joint - A joint created by sawing a groove in a surface to create a weakened vertical plane and filled with a poured Material.

Replace the sentence that begins “**Filled Joint** - A joint using a preformed ...” with the following sentence:

Filled Joint - A joint using a preformed joint filler placed prior to concrete pour.

Delete the definition for **Sealed Joint**

Replace the sentence that begins “**Strip Seal** - A sealed joint with an extruded....” with the following sentence:

Strip Seal - A Closed Joint with an extruded elastomeric seal retained by edgebeams that are anchored to the structural elements.

Add the following subsection:

00585.02 Submittals:

(a) Materials - At least 21 Calendar Days before starting Work, submit QPL listed products to the Engineer for approval.

(b) Personnel Qualifications - At the pre-construction conference, submit joint installer personnel certifications(s) from the manufacturer affirming that the installers have been trained in application methods of Materials and health and safety to install Closed Joints as detailed.

(c) Working Drawings - At least 21 Calendar Days before starting Work, submit unstamped Working Drawings from the manufacturer for each Closed Joint according to 00150.35. Include the following:

- Plan, elevation and section of the joint system with dimensions and tolerances.

- Complete details of all joint Materials with all ASTM, AASHTO or other Material designations.
- Method of installation including sequence and installation details at traffic barriers, Roadway surfaces, curbs and sidewalks.
- Joint details to include the following:
 - Prevent the entrance of water and debris into the joint.
 - Accommodate the required Structure movements shown.

00585.11 Approval of Materials - Delete this subsection.

00585.12 Concrete for Blockout Opening - Replace the sentence that begins “Fill blockout openings with the ...” with the following sentence:

Fill blockout openings with the same class and type of concrete used in the deck, unless otherwise shown.

00585.30 Closed Joint Installers - Replace this subsection with the following subsection:

00585.30 Joint Installers - Provide trained personnel to install the Closed Joints.

00585.31 Sealed Joint Manufacturer's Representative - Replace this subsection with the following subsection:

00585.31 Expansion Joint Seal Manufacturer's Representative - Provide a manufacturer's representative on-site during the installation of expansion joint device. Discuss with the representative regarding the Work to be done, the methods of installation, installation procedures, and the required Equipment to assure correct installation of expansion joints

00585.42(a) Submittals - Replace this subsection with the following subsection:

00585.42(a) Notification - Notify the Engineer in writing at least 7 Calendar Days before installing the Closed Joint. Include the Contract number, Bridge number, joint seal Material, product name, and the approximate date of installation.

00585.42(c) Joint Preparation - Replace the sentence that begins “Prepare the joint surfaces as directed...” with the following sentence:

Prepare the joint surfaces as shown or directed in this Section and according to the joint Material manufacturer's recommendations.

00585.42(d) Weather Conditions at Time of Installation - Replace this subsection, except for the subsection number and title, with the following:

Install joint seals when the weather conditions are suitable for joint installation according to the manufacturer's recommendations.

00585.42(e) Leakage Check - Replace this subsection, except for the subsection number and title, with the following:

After joint installation is complete, check joints for leakage by flooding the joint with water. Maintain ponding of water in the Roadway Shoulders or 3 feet from the gutter line,

whichever is greater, for 2 hours. Use an unnozzled water hose delivering one gallon of water per minute to the inside face of railing. Verify no leaking of joints. If leakage is observed, repair the joints using a method recommended by the manufacturer and approved by the Engineer prior to starting Work at no additional cost to the Agency. Perform additional leakage check at no additional cost to the Agency. Additional leakage checks have the same requirements.

00585.43 Armored Corners – Replace the title of this subsection with “**Armored Corners and Edgebeam**”

Replace the paragraph that begins "Provide joint corner armoring ..." with the following paragraph:

Provide joint corner armoring or edgebeam with anchors as shown or specified, and according to the following:

00585.43(a) Tolerance - Replace the paragraph that begins "Install armored corners that are straight..." with the following paragraph:

Install armored corners or edgebeams that are straight and do not deviate from a true line by more than 1/4 inch horizontal and 1/8 inch vertical over the length of the joint, nor more than 1/16 inch in either direction from a 12-foot straightedge.

00585.43(b) Installation - Replace the paragraph that begins "Furnish armored corners in the longest ..." with the following paragraph:

Furnish armored corners or edgebeams in the longest practical length as controlled by transportation and installation.

Replace the paragraph that begins "For new construction, install armored ..." with the following paragraph:

For new construction, install armored corners or edgebeams with anchors in preformed blockouts at least 14 days after the deck is cast with the joint opening as shown. Support the armored corners or edgebeams securely in position before placing concrete in the joint blockout. Install the preformed seal at least 7 days after the concrete blockouts have been cast and after the deck concrete reaches 3,000 psi.

00585.47 Strip Seal - Replace the bullet that begins "Use steel retainers acting ..." with the following bullet:

- Use steel retainers acting as the edgebeams according to 00585.43.

Add the following subsection:

00585.50 Control Joint - Construct Control Joints as shown. If details of the control joint are not shown, sawcut the surface 1 1/2 inches deep and 1/2 inch wide and fill it with hot applied joint sealant.

00585.80 Measurement – Replace this subsection except for the section number and title with the following:

Quantities for expansion joints will be measured on the length basis regardless of joint width.

The estimated quantities of asphaltic plug joint seals is based on a nominal depth of 2 1/4 inches.

The quantities of asphaltic plug joint seal Material for joints deeper than 2 1/4 inches will be measured on the volume basis.

The estimated quantities of joints are:

Structure	Joint Type	Quantity (Foot)
Pudding River Bridge	Asphaltic Plug Joint Seals	126
Pudding River Bridge	Bridge End Panel Joint	84
S Knights Bridge	Bridge End Panel Joint	42

00585.90 Payment - Add the following to the Pay Item list:

Pay Item	Unit of Measurement
(g) Bridge End Panel Joints.....	Foot

Replace Pay Item (a) with the following pay item:

Pay Item	Unit of Measurement
(a) Asphaltic Plug Joint Seals.....	Foot

Add the following to the paragraph that begins “Item (a) includes”:

Item (a) also includes backer rods and nails.

Replace the bullet that begins “performed expansion joint filler...” with the following bullet:

- performed joint filler, hot applied joint sealant, or sawcutting to construct Filled Joint

Replace the bullet that begins “providing the manufacturer's...” with the following bullet:

- providing the expansion joint seal manufacturer's representative

Add the following to the end of this subsection:

Item (g) includes sawcutting and joint sealant.

No payment will be made for waterproofing sealant placed at the pavement connection with the existing bridge deck at S Knights Bridge and all work, materials and equipment required to complete the connection shall be considered incidental to other work.

When the Contract Schedule of Items does not indicate payment for control joints performed under this Section, no separate or additional payment will be made for the control joint. Payment will be included in payment made for the appropriate items under which the control joint is required.

END SECTION

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications.

END SECTION

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

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

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

Shoulder aggregate shall be 1 ½”-0. Aggregate approach shall be either 1”-0 or ¾”-0 as the contractor elects.

Replace “Shoulder Aggregate.....2640” With the following:

Shoulder Aggregate.....2630.10

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

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

00641.80 Measurement – Add the following to the end of this subsection:

Shoulder rock will only be measured where shown in the plans or where directed by the Engineer.

00641.90 Payment – Add the following pay item to this subsection:

Pay Item	Unit of Measurement
(h) Aggregate Approach: Aggregate Base.....	Ton

Add the following to the end of this subsection:

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

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

END SECTION

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

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

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

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

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

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

END SECTION

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

00744.00 Scope - Add the following paragraph(s) to the end of this subsection:

Where shown, Work shall include furnishing all materials, labor, and incidentals for mixing aramid fibers into ACP, when aramid fiber is required as a mixture ingredient. The fiber reinforced HMA will be subject to all requirements for ACP in Section 00744, except as modified in this Section.

00744.02 Definitions – Insert the following in alphabetical order:

Reinforcing Fibers – An asphalt concrete pavement additive consisting of aramid fibers blended at time of mixing.

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

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

Add the following subsection:

00744.15 Reinforcement Fiber Blend - Provide a reinforcing fiber blend of Virgin Polyolefins and Virgin Aramids conforming to the minimum requirements below. Design JMF without the reinforcing fibers. Do not alter the final mix design for the addition of fiber at the asphalt plant. Certified reinforcing fiber test data for the fibers to be used on the project shall be submitted at the time of the JMF submittal.

Property	Measure	Standard
Material	Aramid	ASTM D276
Form	Monofilament fibers	Manufacturer Certification
Length	0.75 inches (+/- 10%)	Manufacturer Certification
Specific Gravity	1.44	ASTM D276
Minimum Tensile Strength	400,000 psi	ASTM D3379
Maximum Tensile Elongation	1.8 %	ASTM D3379
Degradation Temperature	800 degrees F	ASTM D276
Acid and Alkali Resistance	Inert	Manufacturer Certification

Submit the following:

- a. Provide a representative fiber product sample.
- b. Provide a fiber product data sheet and certification from the manufacturer that the fiber product supplied meets the requirements of this specification.
- c. Manufacturer's instructions and general recommendations.
- d. Provide the following from the product supplier at least three weeks prior to HMA production.
 - Identify the mixing plant.
 - The supplier's specified mix rate for the fiber product.
 - Evidence showing how many times, if any, the supplier's fiber product has been successfully produced at the asphalt plant to be used for the project.
 - Process for introducing the fiber product to the mix.

Add the following subsection:

00744.25 Fiber Storage, Mixing and Mix Production - Store, mix and produce the fiber reinforced ACP mixture in accordance with the following requirements:

1. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
2. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.
3. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.
4. Add aramid and polyolefin reinforcing fiber blends at a dosage rate of one (1) pound fiber per one (1) ton of asphalt. Non-aramid fiber blends, aramid fiber blends with dosages less than 1 pound per ton, or fiber ton equivalents will not be accepted.
5. Have a fiber manufacturer's representative on site during mixing and production.
6. Batch Plant - When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.

7. Drum Plant:

- a. Inject fibers through the RAP collar manually or by feeding them with a metered air blown system to promote rapid and complete fiber dispersion. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber bundles at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
- b. Add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within $\pm 10\%$ of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the air blown system:

- Low level indicators
- No-flow indicators
- A printout of feed rate status in pounds/minute
- A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
- Manufacturer's representative's approval of fiber addition system

Add the following subsection:

00744.26 Reinforcement Fiber Quality Control - Provide reinforcement fiber quality control according to the following:

1. Collect a 10kg sample of mix from the discharge chute during first 50 tons of production. Visually assess the state of aramid fibers and rate the sample as "Pass" or "Fail".
 - i. "Pass" = All fibers exist in an Individual State and no Undistributed Clips or Agitated Bundles of fiber are detected.
 - ii. "Fail" = One or more Undistributed Clips or Agitated Bundles are detected.
2. If a sample is rated as "Fail", adjust mixing operations to improve fiber dispersion and repeat Step 1 above.
3. If Visual Test results in three consecutive "Fail" ratings, stop production until a plan for corrective action is approved by the Engineer.
4. In addition to Visual Test, use a shovel to inspect the fiber reinforced mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.

Remove any observed fiber bundles from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber bundle development, and repeat Steps 1 through 3 above to confirm adequate aramid fiber dispersion.

Add the following subsection:

00744.27 Trucks – Do not use vehicles or transfers with rear drop axles in which raising the drop axle would cause the vehicle to exceed legal load limits.

00744.30 Quality Control Personnel - Add the following to the end of the subsection:

Providing a fiber reinforcing product representative at the ACP plant site when producing mixture for the Project.

Add the following subsections:

00744.42 Tack Coat - Replace this subsection with the following:

00744.42 Preparation of Underlying Surfaces

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

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

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

- b) **Tack Coat** - Construct a tack coat before placing each Lift of ACP according to Section 00730. A tack coat is not required before placing ACP on Aggregate Base.

Remove all loose material that will reduce adhesion of the tack by brooming, flushing with water, or other approved methods.

Treat all paved surfaces on and against which ACP is to be placed with an asphalt tack coat according to Section 00730. Before applying the tack coat, clean and dry the surface to be tacked.

Treat all waterproofing membranes on and against which ACP is to be placed with an asphalt tack coat meeting the requirements of 00744.11(a) or as recommended by the membrane manufacturer.

- c) **Leveling Courses** - Existing pavements have occasional surface irregularities and uneven crown section. In these worst cases, it is the intent that this condition be corrected through the means of application of an asphalt concrete leveling course prior to the placing of the uniform wearing course overlay. In leveling irregular surfaces, the presence of low areas and the surface grade to which the final course is to be placed

may require the asphalt mixture to be laid in two or more layers in which case the compacted thickness of any one layer shall not exceed two and one-half (2 ½) inches.

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

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

00744.43(b) Depositing - Replace this section, except for the section number and title, with the following:

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

When ACP is windrowed, the pick-up Equipment shall:

- Pick up substantially all of the ACP deposited on the Roadway.
- Be self-supporting, not exerting any vertical load on the paving machine, or causing vibrations or other motions which could have a harmful effect on the riding quality of the completed Pavement.

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

00744.44(a)(2) Wearing Course - Replace the paragraph that begins "Construct longitudinal joints ..." with the following paragraph:

Construct longitudinal joints six inches from permanent lane markings, or as shown or directed.

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

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

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the top Base Course before opening to traffic. Traffic will not be allowed on the top milled surfaces.

Before beginning wearing Course paving operations, make repairs to the existing surface as directed according to 00610, 00620, and 00748.

00744.76 Sand Seal - Add the following subsection:

All joints between asphalt concrete pavement, Portland Cement Concrete, old surfaces, curbs, gutters, inlet structures, manholes, etc. shall be sealed by an application of CSS-1 emulsified

asphalt followed immediately by a cover coat of clean sand. Width of joint seal coat shall be no less than four inches and no more than six inches.

00744.77 Cleanup - Clean and remove all excess asphalt, debris and tack from all facilities including but not limited to manhole covers, valve boxes, catch basins, concrete gutter and curb faces.

Keep a sweeper on site at all times to sweep areas at the end of each work shift, as needed and as directed.

00744.78 Finish Surfaces - Add the following subsection:

Finish surfaces to the necessary grade which establishes a smooth and drivable surface free from bumps, humps or other vertical abnormalities. Establish grades for positive drainage which matches existing acceptable drainage or improves the existing conditions of the site prior to pavement overlay, grind/inlay, and base grading. Grading which continues to cause ponding shall be discussed and approved by the Engineer prior to paving.

00744.80 Measurement - Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of ACP Mixture having a compacted density of 2.00 tons per cubic yard.

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

00744.90 Payment - Replace the paragraph that begins "No separate or additional..." with the following paragraph:

No separate or additional payment will be made for:

- reconditioning existing roadway
- asphalt cement, mineral filler, lime, fibers, and anti-stripping or other additives contained in the mixture
- tack coat
- cleaning existing pavement surfaces in preparation for applying the tack
- power sweeping existing surfaces
- sand sealing joints
- QC Testing
- temporary asphalt concrete pavement placed to open the roadway to traffic
- sawing, cleaning, and filling joints on bridge deck overlays

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

00744.95 Price Adjustments - Add the following subsection:

There will be no ACP Price Adjustments for this project. Asphalt concrete placed that does not comply with the compaction requirements herein shall be removed and replaced at the discretion of the Engineer.

END SECTION

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

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

Add the following subsection:

00748.40(a) Confirmation of Subgrade Suitability –

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

00748.80 Measurement – Supplement this section with the following:

The Engineer will delineate repair areas in the field prior to the Contractor completing work under this section. Measurement of repair areas will be based on the actual measurements delineated by the Engineer. No adjustment to the measurements will be made if the Contractor elects to remove additional area based on available equipment sizes and limitations.

00748.90 Payment – Replace the first sentence with the following:

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

00748.90 Payment – Add the following:

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

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

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

00749.90 Payment - Add the following to the Pay Item list:

Pay Item	Unit of Measurement
(j) Extra for Asphalt Ramps	Each

Payment for item (j) Extra for Asphalt Ramps will be payment in full for all extra or additional costs involved in constructing asphalt concrete ramps including excavation of existing ramp surfacings, grading, ensuring ADA compliance, sawcutting and all other work necessary to complete the work as shown. Asphalt concrete constructed as part of the ramps will be paid for as described in 00744.90.

END SECTION

SECTION 00810 - METAL GUARDRAIL

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

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

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

Add the following section:

00810.16 Guardrail Flare Materials –

(a) Embankment - Furnish embankment materials meeting the applicable parts of Section 00330.

(b) Aggregate - Furnish either 1" - 0 or 3/4" - 0 size crushed aggregate that is clean, hard, durable, and reasonably well-graded from the maximum size to dust.

(c) Asphalt Concrete Mixture - Furnish asphalt concrete mixture meeting the requirements of 00744.10 through 00744.14.

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

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

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

Add the following section:

00810.44 Guardrail Flares

(a) Earthwork - Perform earthwork according to the applicable parts of Section 00330.

(b) Aggregate - Place aggregate in two or more layers of nearly equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches. Compact each layer of material by rollers conforming in general to 00641.24.

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

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

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

END SECTION

SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS

Comply with Section 00840 of the Standard Specifications.

END SECTION

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

Add the following subsection:

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

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

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

END SECTION

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

END SECTION

SECTION 00857 – RUMBLE STRIPS

Comply with Section 00857 of the Standard Specifications modified as follows:

00857.80 Measurement – Add the following:

Centerline rumble strips installed with gaps for recessed pavement markers will be measured as "Gap Pattern Rumble Strips."

END SECTION

SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH PERFORMANCE

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

Add the following subsection:

00866.44 Alignment Layout - Place control points for lines every 50 feet on tangent and every 25 feet on a curve. Using these control points, layout a continuous narrow guideline

for each line, along one edge of, or uniformly offset from the intended permanent line location for the centerline of the roadway. Do not proceed with installation until the dribble line until guidelines are approved by the Engineer.

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

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

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

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

The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
Method 2 (Sprayed)	
(g) Hi-Build Paint, 25 Mil, Sprayed, _____Foot
(i) Dribble Line, Sprayed, _____Foot

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

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

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

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

END SECTION

SECTION 00990 – TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications.

END SECTION

SECTION 02001 - CONCRETE

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

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

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

f'_c - Minimum Specified Compressive Strength at 28 days

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

GGBFS - Ground Granulated Blast Furnace Slag

HPC - High Performance Concrete

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

PPCM - Precast prestressed concrete member

SCM - Supplementary Cementitious Materials

SSD - Saturated Surface-Dry

w/cm Ratio - Water-Cementitious Material Ratio

WRA - Water Reducing Admixture

Cementitious Materials - Portland cement and supplementary cementitious materials.

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

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

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

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

Furnish Materials meeting the requirements of the following:

Aggregates..... 02690

Cement..... 02010

Chemical Admixtures 02040

Concrete Modifiers 02035

Supplementary Cementitious Materials 02030

Synthetic Fiber Reinforcing 02045

Water..... 02020

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

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

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength (PSI)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	HPC4500	0.40
	5000 and Above	0.40 ¹
	HPC5000 and above	0.40
Drilled Shaft	4000	0.48
Paving	4000	0.44
¹ PPCM's with cast-in-place decks and no entrained air may have w/cm as follows: 5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42		

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

$$f'_{cr} = f'_c \times 1.20 \text{ for up to but not including Class 6000; } f'_{cr} = f'_c \times 1.15 \text{ for Class 6000 and higher}$$

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

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

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

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

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

**Table 02001-3
Concrete Slump**

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

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

Add the following subsection:

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

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

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

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

02001.30 Concrete Constituents:

(a) Portland Cement - Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.

(b) Supplementary Cementitious Materials - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

(1) General Limits - SCM may be used separately or in combination as shown:

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

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

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

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

(2) HPC Cementitious Composition - Provide HPC with one of the following:

- Cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.
- Cement with SCM proportioned according to 02001.30(b)(1) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.
- Cementitious material with modifiers and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

(c) Blended Hydraulic Cement - Blended hydraulic cement may be used subject to the limits of 02001.31(b)(1) and 02010.20.

(d) Chemical Admixtures - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

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

(e) Aggregate - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:

- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

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

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

**Table 02001-4
Absolute Solid Volume**

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

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

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

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

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

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

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

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

Test	Test Method
Compressive Strength	AASHTO T 22
Flexural Strength	AASHTO T 97
Length Change	ASTM C157
Permeability	AASHTO T 277

(1) Compressive Strength Tests - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. Test at 28 days according to AASHTO T 22.

(2) Flexural Strength Tests - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.

(3) Length Change Tests - For all HPC and SFC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Store and measure samples according to ASTM C157, Section 11.1.2. Report length change results at 28 days.

(4) Permeability Tests - For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

02001.32(d) Length Change Tests - Delete this subsection.

02001.32(e) Permeability Tests - Delete this subsection.

02001.33 Required Over Design Strength (f'_{cr}) for New Mix Designs - Delete this subsection.

02001.34(a) Length Change Tests - Delete this subsection.

02001.34(b) Permeability Tests – Delete this subsection.

02001.35 Required Submittals for Mix Designs - Replace this entire subsection with the following subsection:

02001.35 Required Submittals for Mix Designs - Submit the following information for each concrete mix design:

(a) Supplier's Information - Provide the supplier's unique mix design identification number and batch plant location.

(b) Mix Design Constituent Proportions:

- Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
- Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm ratio including all chemical admixtures

(c) Aggregates - Identify the Aggregate source by the ODOT source number. Report current values of the following:

Bulk specific gravities (SSD)
Fine Aggregate absorptions
Coarse Aggregate absorptions
Dry-rodded density of coarse Aggregates
Average stockpile gradations
Fineness modulus of sand used in the mix design calculations

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

Manufacturer
Brand name
Type
Source or location plant
QPL product number

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

Manufacturer
Brand name
Source
Class
QPL product number

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

Manufacturer
Brand name
QPL product number

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

Manufacturer
Brand name
Design dosage rate
QPL product number

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

Manufacturer
Brand name
Design dosage rate
QPL product number

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

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

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.
- Initial slump test results and subsequent results at 15-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

(k) Compressive Strength Test Results - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

(l) Strength Analysis - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.20(a).

(m) Quality Control Personnel - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

02001.37 Trial Batch Costs – Delete this subsection.

END SECTION

SECTION 02050 – CURING MATERIALS

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

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

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

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

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

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

END SECTION

SECTION 02080 – GROUT

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

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

This Section includes the requirements for grout.

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

Furnish keyway grout from the QPL.

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

Furnish structural grout from the QPL.

Add the following subsection:

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

END SECTION

SECTION 02190 – PRESERVATIVE TREATMENT OF TIMBER

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

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

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

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

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

END SECTION

SECTION 02440 - JOINT MATERIALS

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

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

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

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

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

Add the following subsection:

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

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

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

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

(a) Preformed Flexible Joint Sealant - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.

(b) Rubber Gaskets - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

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

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

END SECTION

SECTION 02450 – MANHOLE AND INLET MATERIALS

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

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

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

Projects on State Highways

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

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

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

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

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

END SECTION

SECTION 02640 - SHOULDER AGGREGATE

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

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

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

END SECTION

SECTION 02690 - PCC AGGREGATES

Replace Section 02690 of the Standard Specifications with the following:

SECTION 02690 - PCC AGGREGATES

Description

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

02690.01 Definitions:

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

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

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

Materials

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

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

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

(a) Aggregate Gradation - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(b) Non-specification Aggregate Gradation - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

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

02690.20 Coarse Aggregate:

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

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

(b) Soundness - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) Durability - Coarse aggregates shall meet the following durability requirements:

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

(d) PCC Paving Aggregate - In addition to requirements above, comply with the following:

(1) Fracture - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) Elongated Pieces - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) Grading and Separation by Sizes for Prestressed Concrete - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

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

Table 02690-1

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

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

Table 02690-2
Separated Sizes

Sieve Size	1" - No. 4	3/4"- No. 4	3/4"- 1/2"	3/4"- 3/8"	1/2"- No. 4	3/8"- No. 4
Percent Passing (by Weight)						
1 1/2"	100	—	—	—	—	—
1"	90 - 100	100	100	100	—	—
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	—	—	0 - 15	—	85 - 100	—
3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

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

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

Table 02690-3
Gradation of Coarse Aggregates

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

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

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

Table 02690-4
Gradation of Coarse Aggregates

Sieve Size	Separated Sizes	Separated or Combined Sizes	Separated Sizes	Separated Sizes
	3/4" - 3/8"	3/4" - No. 4	1/2" - No. 4	3/8" - No. 8
	Percent Passing (by Weight)			
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5
No. 200	*	*	*	*

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

02690.30 Fine Aggregates:

(a) Different Sources - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

(b) Harmful Substances - The amount of harmful substances shall not exceed the following limits:

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

(c) Soundness - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

(d) Organic Impurities - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

(e) Sand Equivalent - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

(f) Sand for Mortar - Sand for mortar shall conform to the requirements of this Section.

(g) Grading - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5
Gradation of Fine Aggregate*

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

* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

END SECTION

SECTION 02820 - METAL GUARDRAIL

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

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

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

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

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

END SECTION

SECTION 02910 - SIGN MATERIALS

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

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

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

Use retroreflective sheeting from the QPL and the following:

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

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

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

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

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

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

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

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

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

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

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

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

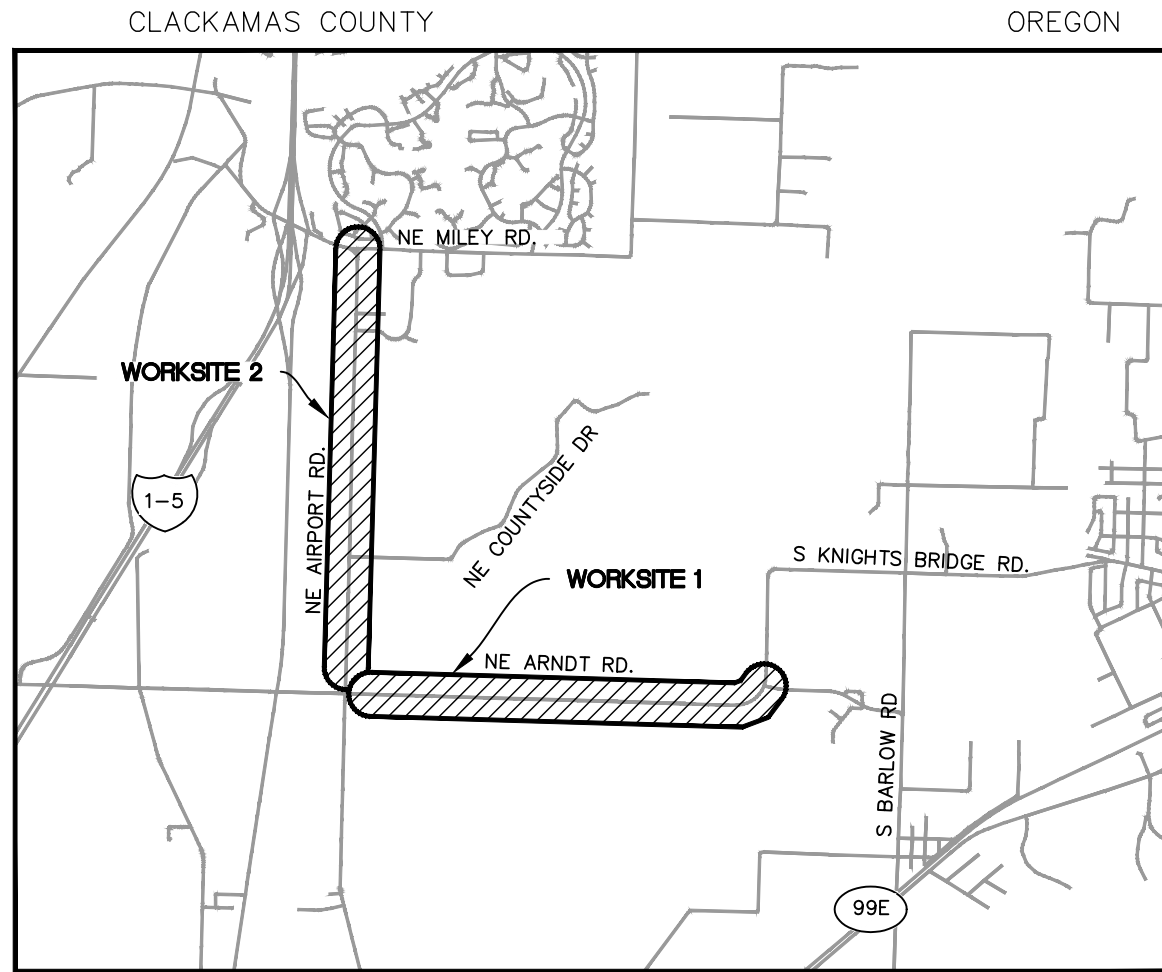
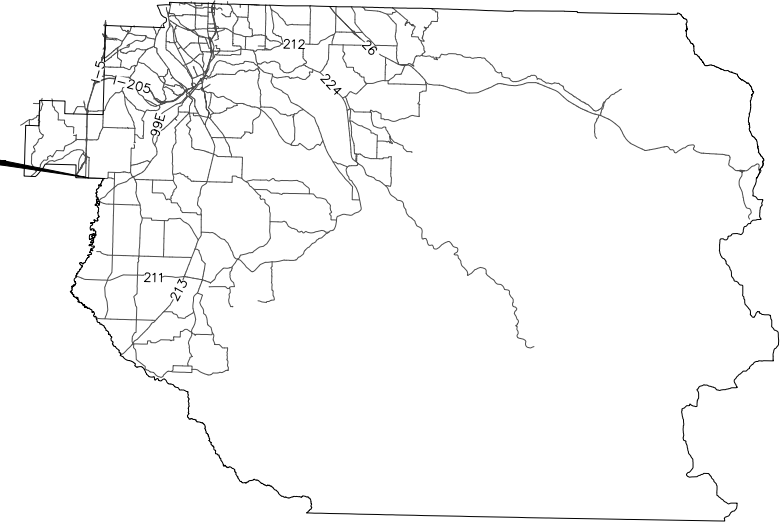
END OF SECTION

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

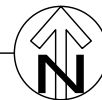
PLANS FOR PROPOSED PROJECT
PAVING, GRINDING, AND GRADING

NE ARNDT RD/NE AIRPORT RD PAVING PACKAGE

WORKSITE 1 - NE ARNDT ROAD - RD# 30062
ALTERNATE 1: WORKSITE 2 - NE AIRPORT ROAD - RD# 30055



VICINITY MAP
NOT TO SCALE



T. 3S, R. 1W, SEC. 25,26,35,36
T. 3S, R. 1E, SEC. 31
T. 4S, R. 1W, SEC. 1,6

ATTENTION !

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



EXPIRES: 06/30/2026

COVER SHEET

NE ARNDT ROAD/NE AIRPORT ROAD
PAVING PACKAGE

DATE: 07/2024 PROJECT NO.: CI-3-24351

CLACKAMAS COUNTY

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



DAN JOHNSON
DIRECTOR

DESIGNED BY:
WW

DRAFTED BY:
NB/CK

CHECKED BY:
DB

REVISIONS

NO. DATE:

Sheet No.

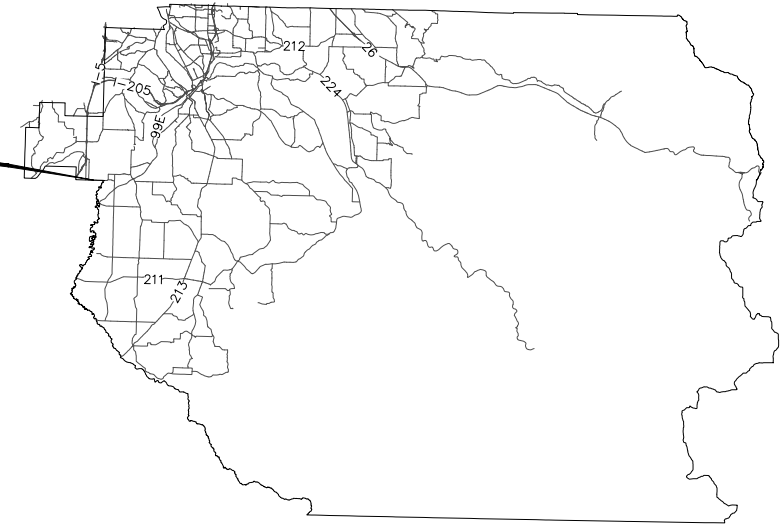
COVER

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

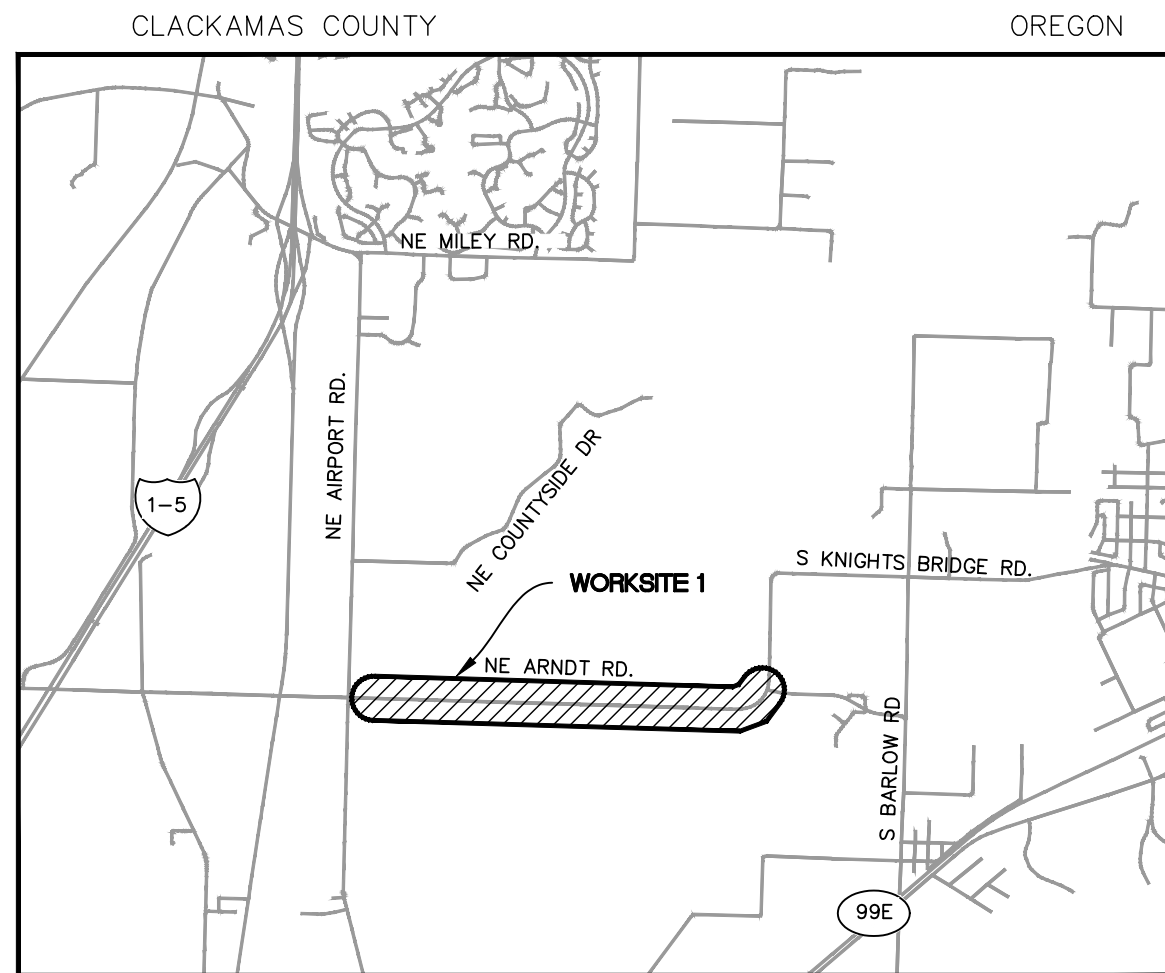
PLANS FOR PROPOSED PROJECT
PAVING, GRINDING, AND GRADING

NE ARNDT RD PAVING PACKAGE

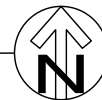
WORKSITE 1 - NE ARNDT ROAD - RD# 30062



INDEX OF SHEETS	
1	COVER SHEET
2	GENERAL NOTES & LEGEND
3	TYPICAL SECTIONS I
4	TYPICAL SECTIONS II
5	DETAILS I
6	DETAILS II
7	DETAILS III
8-14	NE ARNDT ROAD PLANS



VICINITY MAP
NOT TO SCALE



T. 3S, R. 1W, SEC. 36
T. 3S, R. 1E, SEC. 31
T. 4S, R. 1W, SEC. 1
T. 4S, R. 1E, SEC 6

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EXPIRES: 06/30/2026

COVER SHEET

NE ARNDT ROAD
PAVING PACKAGE

DATE: 07/2024 PROJECT NO.: CI-3-24351

CLACKAMAS COUNTY

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



DAN JOHNSON
DIRECTOR

DESIGNED BY:
WW

DRAFTED BY:
NB/CK

CHECKED BY:
DB

REVISIONS

NO. DATE:

Sheet No.

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GENERAL NOTES:

- COORDINATE VALVE, MANHOLES AND UTILITY VAULT/BOX ADJUSTMENTS WITH UTILITIES (AS APPLICABLE).
- PAVE IMPACTED DRIVEWAY TRANSITIONS (AS APPLICABLE). DEPTH, WIDTH AND LENGTH (2'-25') WILL VARY. LIMITS TO BE DETERMINED BY ENGINEER AFTER WEARING COURSE APPLIED.
- CONTRACTOR TO RESTORE SHOULDER 2'-4' WIDTH, SEE DETAIL (WHEN APPLICABLE).
- ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
- IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND DTD TRANSPORTATION MAINTENANCE OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- FINAL CLEANUP – PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.
- FOLLOWING GRINDING/ SWEEPING OPERATIONS, THE ENGINEER MAY ORDER ADDITIONAL RESTORATIONS AS NECESSARY TO ADDRESS EXISTING PAVEMENT DEFICIENCIES. WORK MAY INCLUDE ADDITIONAL GRINDING AND INLAY DEPTH, FULL REPLACEMENT OF PAVEMENT STRUCTURE INCLUDING AGGREGATE BASE, OR OTHER IMPROVEMENTS AS DEEMED NECESSARY BY THE COUNTY. CONTRACTOR SHALL SHOW APPROPRIATE TIME AND RESOURCES IN THE PROJECT SCHEDULE TO COMPLETE THIS WORK.

SURVEY NOTES:

- ALL PLAN INFORMATION IS BASED ON AVAILABLE CLACKAMAS COUNTY GIS DATA, AERIAL PHOTOGRAPHY AND FIELD MEASUREMENTS AND IS APPROXIMATE.
- ALL SURVEY MONUMENTATION SHALL BE PROTECTED AND PRESERVED PER ORS 209.150 AND ORS 209.155.

RIGHT-OF-WAY REPRESENTATION:

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

GENERAL CONSTRUCTION PHASING AND STAGING NOTES

- THE CONTRACTOR SHALL COMPLETE THE PROJECT IN ACCORDANCE WITH AN APPROVED PHASING PLAN AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS. THE PLAN SHEETS REFLECT THE GENERAL PHASING AND TRAFFIC CONTROL REQUIREMENTS FOR THE PROJECT. THE CONTRACTOR SHALL SUBMIT A DETAILED PHASING PLAN FOR REVIEW AND APPROVAL BY THE COUNTY PRIOR TO BEGINNING WORK.
- RESTORE NORMAL TRAFFIC MOVEMENTS BY THE CLOSE OF EVERY WORKING DAY.
- AT THE END OF EACH WORK DAY, CLEAN UP THE PROJECT AREA AND LEAVE IT IN A NEAT AND SECURED MANNER.
- CONTRACTOR SHALL OBTAIN STORAGE AND PARKING AREAS ON PRIVATE PROPERTY IF NEEDED. NO STAGING AREAS HAVE BEEN SECURED FOR THE CONTRACTOR'S USE.
- CONTRACTOR'S EMPLOYEES, SUPPLIERS, AND SUBCONTRACTORS SHALL NOT PARK OR UTILIZE PRIVATE DRIVEWAYS OR PARKING LOTS WITHOUT PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNERS.
- MATERIALS MAY NOT BE STORED OR STOCKPILED, NOR MAY EQUIPMENT THAT IS NOT OPERATING BE PARKED ON STREETS WITHIN THE PROJECT LIMITS UNLESS SAFELY LOCATED WITHIN A CLOSED WORK ZONE AND MINIMUM CLEAR SPACE DISTANCES ARE PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS.
- PRIOR TO CUTTING, COORDINATE DETECTION LOOP REPLACEMENT LOCATIONS WITH MARION COUNTY (DON ALEXANDER, 503-365-3169) FOR THE NE ARNDT AND NE AIRPORT ROAD INTERSECTION AND WITH CLACKAMAS COUNTY (AARON GOODERHAM, 503-970-8989) FOR THE NE ARNDT AND S KNIGHTS BRIDGE ROAD INTERSECTION.











ACCESS AND COORDINATION REQUIREMENTS

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

GENERAL TRAFFIC CONTROL NOTES

- CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLANS PREPARED BY A TRAFFIC CONTROL SUPERVISOR TO CLACKAMAS COUNTY FOR REVIEW A MINIMUM OF TWO WEEK PRIOR TO CONSTRUCTION. COUNTY WILL DISTRIBUTE TRAFFIC CONTROL PLAN(S) TO APPROPRIATE AGENCIES FOR REVIEW AND APPROVAL, AS NECESSARY.
- THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE PROJECT SITE.
- THE MINIMUM TRAFFIC CONTROL MEASURES NOTED ON THE APPROVED TRAFFIC CONTROL PLANS SHALL BE INSTALLED PRIOR TO START OF ANY OTHER WORK ON THE PROJECT.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC IN ACCORDANCE WITH APPROVED TEMPORARY TRAFFIC CONTROL PLANS, SUPPLEMENTAL TEMPORARY TRAFFIC CONTROL PLANS PREPARED BY THE CONTRACTOR, THE RIGHT-OF-WAY PERMITS ISSUED FOR THIS PROJECT, AND CURRENT VERSIONS OF THE MUTCD, THE OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, AND ODOT/APWA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- TRAFFIC CONTROL PLANS FOR SPECIFIC GENERAL PHASES OF WORK ARE CONTAINED HEREIN WHEN APPLICABLE AND AS REQUIRED TO OBTAIN NECESSARY PERMITS FROM OTHER AGENCIES. THE CONTRACTOR SHALL ADOPT THE TRAFFIC CONTROL PLANS INCLUDED OR SUBMIT ALTERNATIVE PLANS FOR REVIEW AND APPROVAL. ANY INCLUDED PLANS DO NOT RELIEVE THE CONTRACTORS RESPONSIBILITY TO SUBMIT DETAILED TRAFFIC CONTROL PLANS DURING CONSTRUCTION FOR PHASES OF WORK NOT SPECIFICALLY SHOWN INCLUDING WORK THAT IMPACTS ALL OTHER INTERSECTIONS WITHIN THE PROJECT LIMITS.
- THE TRAFFIC CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR MAKING ADJUSTMENTS TO THE APPROVED TRAFFIC CONTROL PLANS TO BETTER MANAGE TRAFFIC CONDITIONS. ADDITIONAL SIGNAGE, DELINEATION, AND PERSONNEL MAY BE NECESSARY TO SAFELY DETOUR TRAFFIC AROUND THE WORK ZONES.
- WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
- ACCESS THROUGH THE WORK ZONE MUST BE PROVIDED AT ALL TIMES TO VEHICULAR TRAFFIC. STREET CLOSURES WILL NOT BE PERMITTED UNLESS SHOWN OR APPROVED BY CLACKAMAS COUNTY IN WRITING.
- EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION SIGNING ARE TO BE COVERED OR REMOVED AND REINSTALLED AFTER CONSTRUCTION.
- GRADE CHANGES WITHIN THE TRAVELED LANE OR A VERTICAL CHANGE OF MORE THAN 1" WILL REQUIRE TEMPORARY ACP RAMPS WITH PAPER OR SAND JOINTS AS NEEDED.
- USE TEMPORARY PAVEMENT MARKERS, BARRIERS, BARRICADES, AND SIGNS AS REQUIRED TO SAFELY DETOUR PEDESTRIAN AND VEHICULAR TRAFFIC AROUND CONSTRUCTION. LABEL TYPE AND LOCATION FOR ALL ITEMS ON TRAFFIC CONTROL PLANS. COORDINATE ACTUAL SIGN LOCATIONS WITH ENGINEER PRIOR TO INSTALLATION.
- APPROPRIATE METHODS OF PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL, INCLUDING FLAGGERS, SHALL BE UTILIZED BY THE CONTRACTOR TO THE EXTENT DEEMED NECESSARY BY THE TRAFFIC CONTROL SUPERVISOR AND AS APPROVED BY CLACKAMAS COUNTY AND THE ENGINEER TO PROTECT WORKERS OR THIRD PARTIES AND SAFELY ACCOMMODATE TRAFFIC THROUGH THE WORK ZONE.
- TEMPORARY TRAVEL LANES SHALL BE A MINIMUM OF 10 FEET WIDE.
- INSTALL PCMS BOARDS AND PROJECT INFORMATION SIGNS PRIOR TO WORK ZONES.
- ALL TCD, INCLUDING PLACEMENT AND SPACING, SHALL CONFORM TO THE MUTCD, OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, ODOT/APWA STANDARD SPECIFICATIONS AND APPLICABLE PERMITS.

LEGEND

-  EXISTING PROPERTY ADDRESS
-  EXISTING ROW/PROPERTY LINE
-  EXISTING EDGE OF ROADWAY/DRIVEWAY
-  EXISTING GUARDRAIL
-  EXISTING CENTERLINE STRIPING
-  EXISTING CATCH BASIN
-  EXISTING SURVEY MONUMENT BOX
-  PROPOSED TRAFFIC LOOP
-  PROPOSED GUARDRAIL
-  SAWCUT

ODOT STANDARD DRAWINGS (2024 SPEC VERSION)

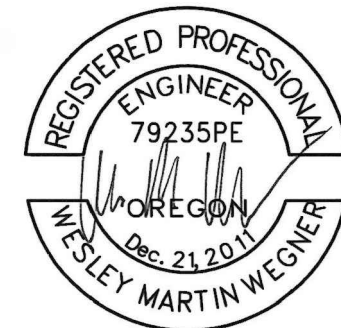
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- RD610
- RD615
- RD701
- RD1005
- RD1010
- RD1032
- BR157
- BR203
- BR209
- TM500-504
- TM515
- TM517
- TM521
- TM530
- TM531
- TM539
- TM560
- TM561
- TM570
- TM800
- TM810
- TM820
- TM821
- TM840
- TM841
- TM842
- TM850

ODOT STANDARD DETAILS

- DET4428
- DET4555
- DET4557
- DET4558

COUNTY ROADWAY STANDARD DRAWINGS

- D500
- M100
- M150



EXPIRES: 06/30/2026

GENERAL NOTES & LEGEND

**NE ARNDT ROAD
PAVING PACKAGE**

DATE: 07/2024 PROJECT NO.: CI-3-24351

CLACKAMAS COUNTY

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



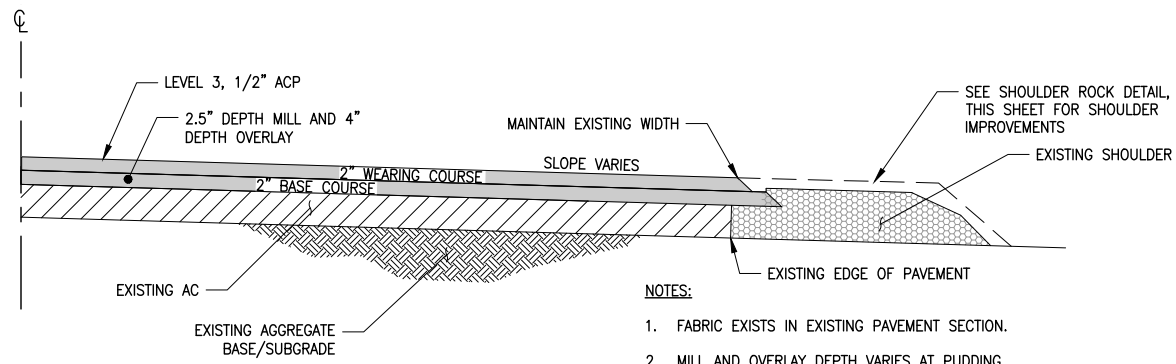
DAN JOHNSON
DIRECTOR

DESIGNED BY: WW	DRAFTED BY: NB/CK	CHECKED BY: DB
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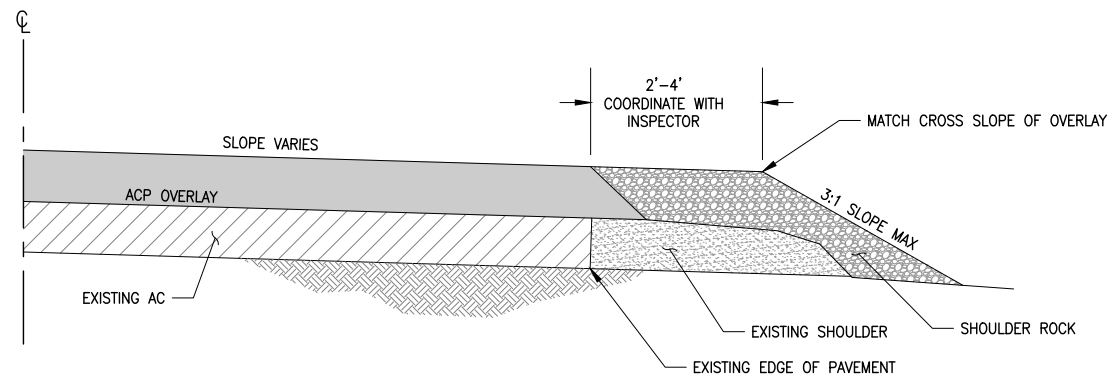
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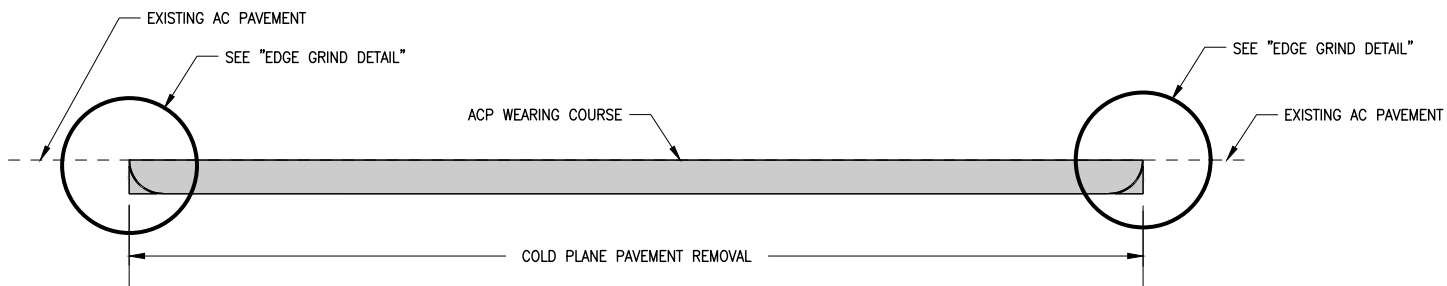


NE ARNDT ROAD DETAIL
NTS

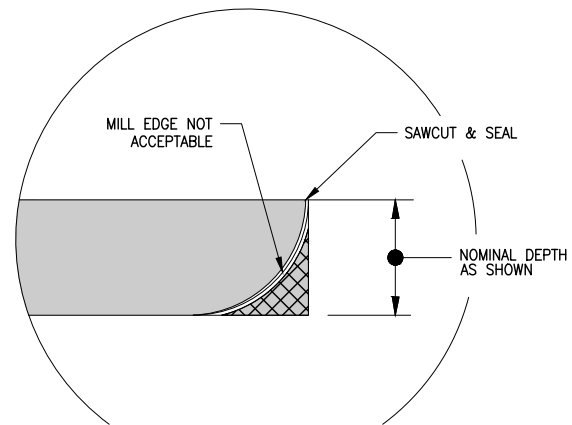
- NOTES:**
1. FABRIC EXISTS IN EXISTING PAVEMENT SECTION.
 2. MILL AND OVERLAY DEPTH VARIES AT PUDDING RIVER BRIDGE. SEE PLANS.



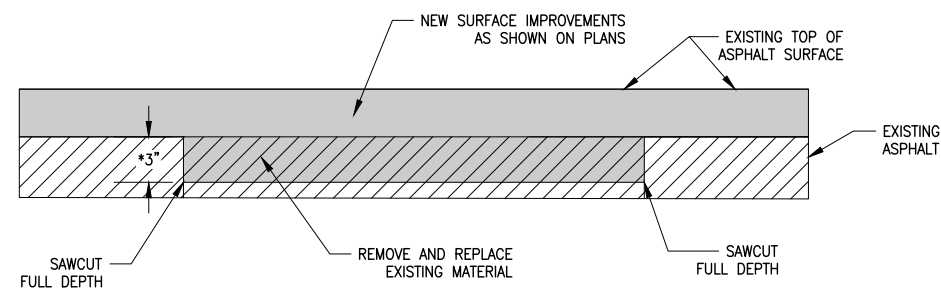
SHOULDER ROCK DETAIL
NTS



METHOD OF MATCHING EXISTING ACP INLAY SURFACING
(INLAY TO EXISTING ASPHALT CONCRETE PAVEMENT)
NTS



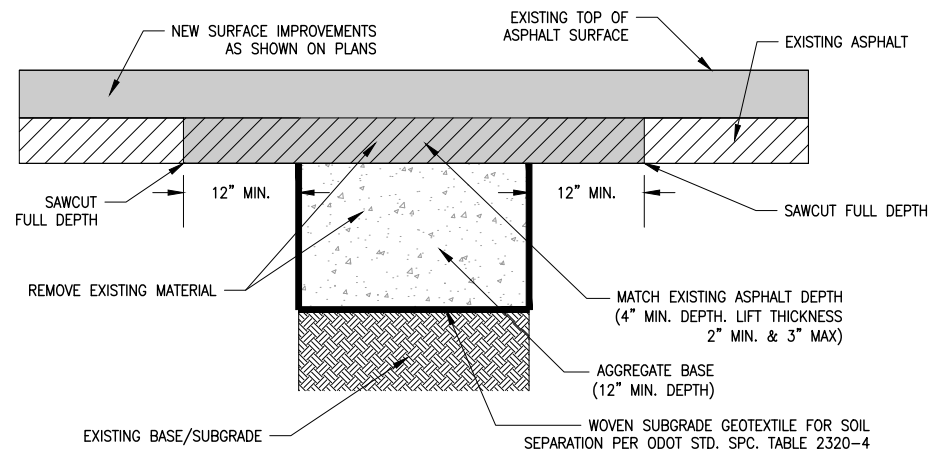
EDGE GRIND DETAIL
NTS



3" ASPHALT CONCRETE REPAIR DETAIL
NTS

NOTES:

1. FOLLOWING MILLING OPERATIONS, THE ENGINEER WILL IDENTIFY ADDITIONAL REPAIR AREAS BASED ON EVALUATION OF THE MILLED SURFACE.
2. PAYMENT WILL BE PAYMENT IN FULL FOR FURNISHING AND PLACING ALL MATERIALS, AND FOR FURNISHING ALL EQUIPMENT, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SPECIFIED.
3. ACP WILL BE PAID FOR ACCORDING TO 00744.90
4. NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR SAW CUTTING, EXCAVATION, COLD PLANE PAVEMENT REMOVAL, AGGREGATE, AND WATER.
5. *ALL SURFACES SHALL BE GROUND AND PAVED BACK DURING THE SAME SHIFT.



16" SUBGRADE STABILIZATION REPAIR DETAIL
NTS

NOTES:

1. FOLLOWING MILLING OPERATIONS, THE ENGINEER WILL IDENTIFY ADDITIONAL REPAIR AREAS BASED ON EVALUATION OF THE MILLED SURFACE.
2. PAYMENT WILL BE PAYMENT IN FULL FOR FURNISHING AND PLACING ALL MATERIALS, AND FOR FURNISHING ALL EQUIPMENT, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SPECIFIED.
3. ACP WILL BE PAID FOR ACCORDING TO 00744.90
4. NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR SAW CUTTING, EXCAVATION, COLD PLANE PAVEMENT REMOVAL, GEOSYNTHETICS, STONE EMBANKMENT, AGGREGATE, AND WATER.
5. *ALL SURFACES SHALL BE GROUND AND PAVED BACK DURING THE SAME SHIFT.



EXPIRES: 06/30/2026

TYPICAL SECTIONS I

**NE ARNDT ROAD
PAVING PACKAGE**

DATE: 07/2024 PROJECT NO.: CI-3-24351

CLACKAMAS COUNTY

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



DIRECTOR

DAN JOHNSON

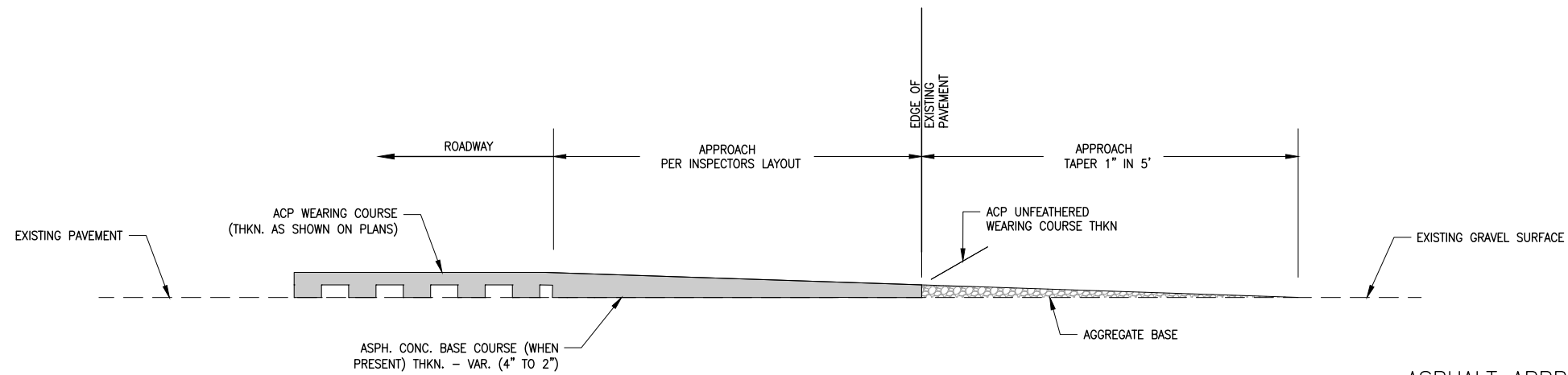
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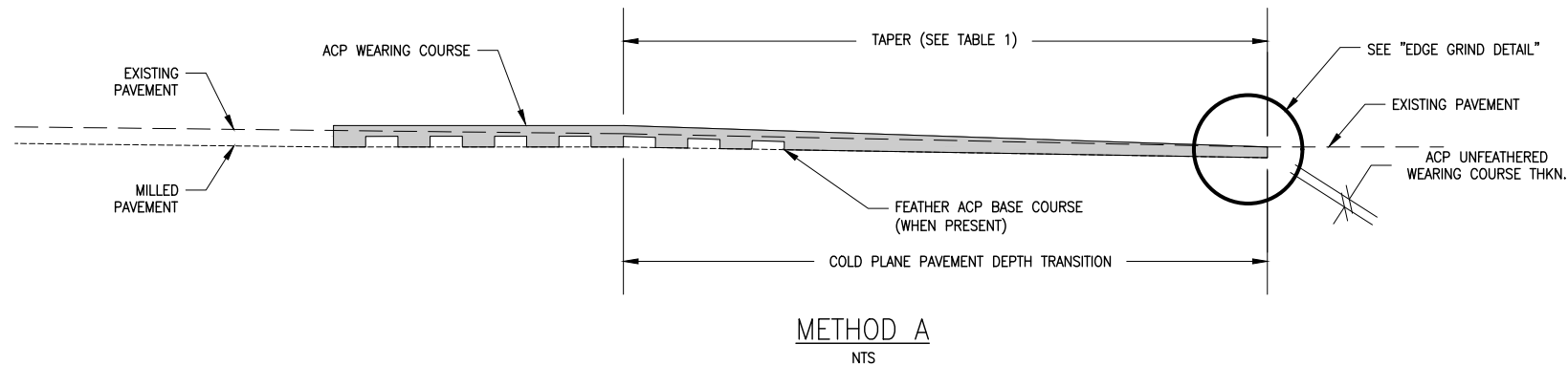
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METHOD OF FEATHERING ACP PAVEMENT
AT GRAVEL APPROACHES
NTS

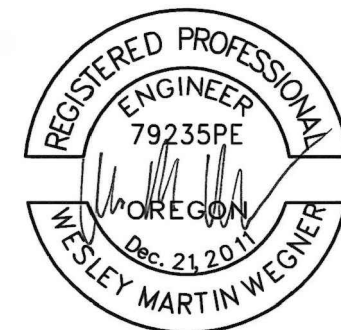
ASPHALT APPROACH GENERAL NOTES:

1. ASPHALT APPROACHES ON PLANS ARE VISUAL FOR ESTIMATING PURPOSES ONLY. ASPHALT APPROACHES SHALL BE BUILT PER THE INSPECTOR'S FIELD LAYOUT. INSPECTOR WILL LAYOUT ASPHALT APPROACHES AFTER MAIN LINE PAVING HAS BEEN COMPLETED.



METHOD A
NTS

TAPER LENGTHS	
POSTED SPEED	TAPER LENGTH
< 45 MPH	1" PER 50'
≥ 45 MPH	1" PER 100'



EXPIRES: 06/30/2026

TYPICAL SECTIONS II

NE ARNDT ROAD
PAVING PACKAGE

DATE: 07/2024 PROJECT NO.: CI-3-24351

CLACKAMAS COUNTY

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



DAN JOHNSON
DIRECTOR

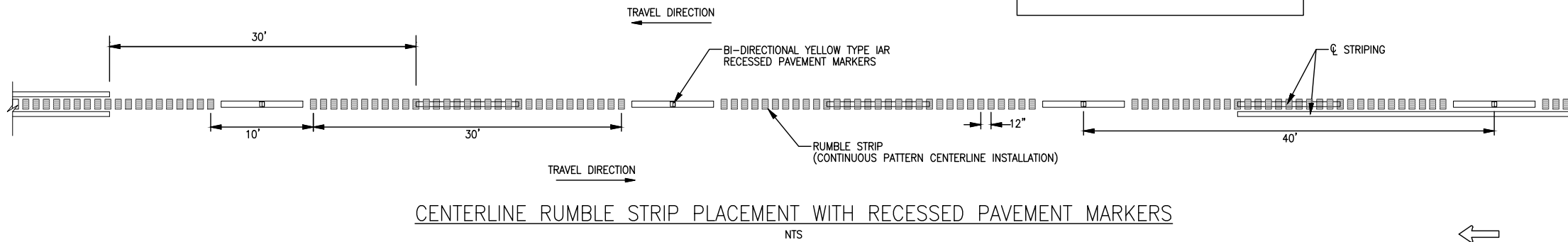
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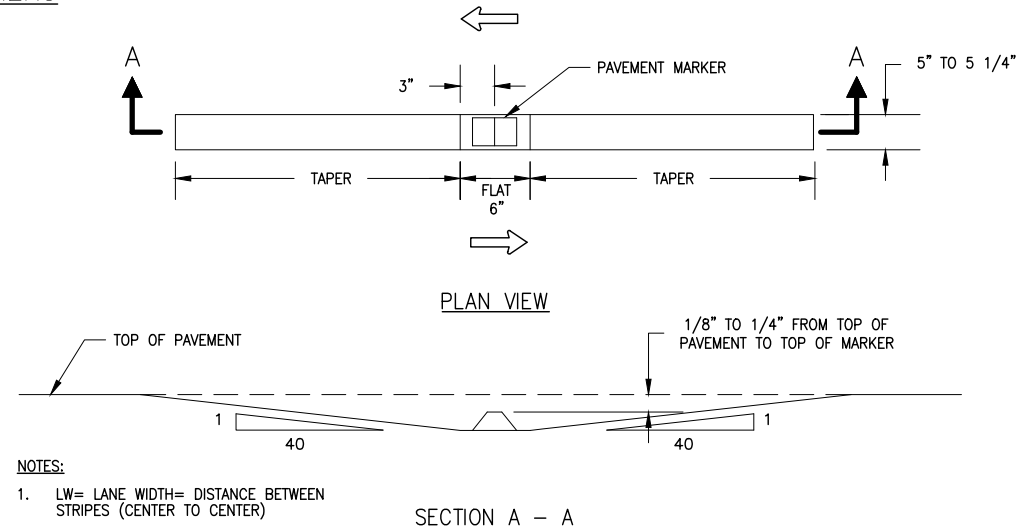
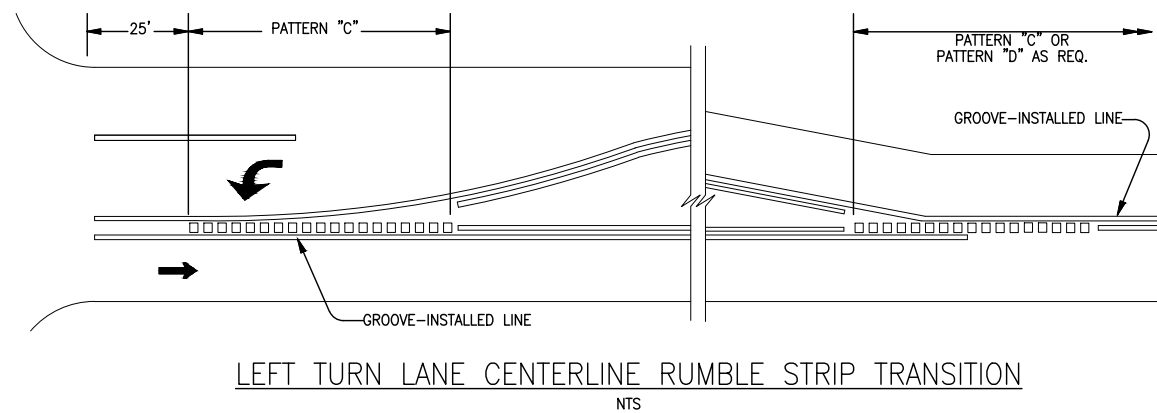
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Sheet No.

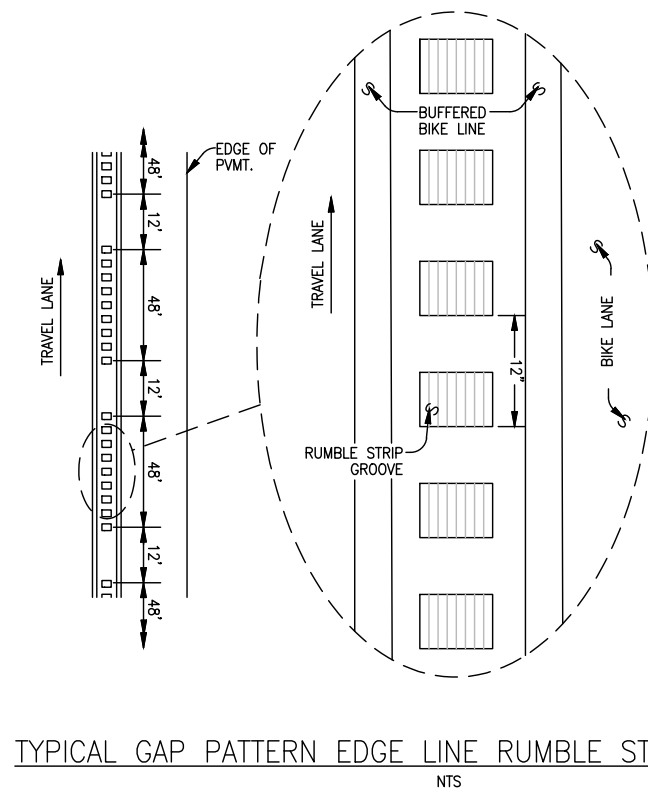
P:\15\15744 2024 PAVING PKG\500 DWG\501 PLAN SHEETS\TYPICAL SECTIONS.DWG 7/18/2024 8:18 AM



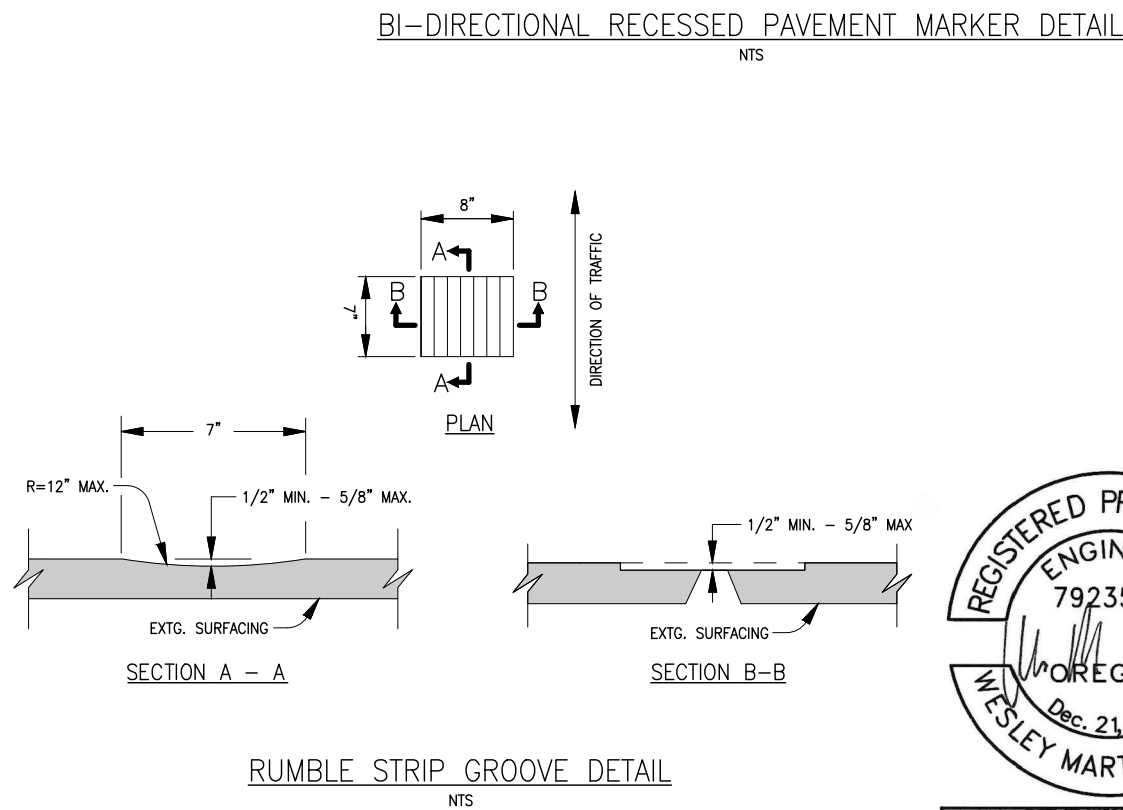
- GENERAL NOTES:
1. INSTALL RUMBLE STRIPS ON CENTERLINE AS SHOWN.
 2. OMIT RUMBLE STRIPS:
 - ON PORTLAND CEMENT CONCRETE SURFACES
 - AT INTERSECTIONS WITH PUBLIC ROADS AS SHOWN
 - OTHER LOCATIONS AS DIRECTED



- NOTES:
1. LW= LANE WIDTH= DISTANCE BETWEEN STRIPES (CENTER TO CENTER)
 2. REFLECTIVE PAVEMENT MARKERS SHALL BE RECESSED PER DETAIL.



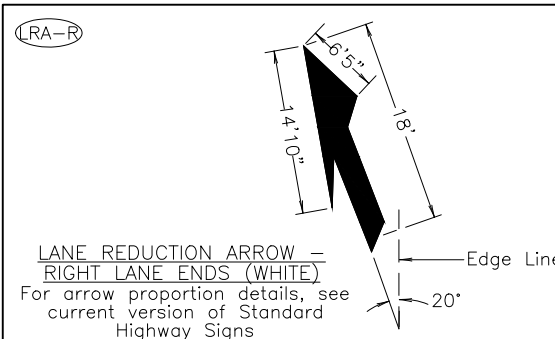
- GENERAL NOTES:
1. INSTALL GAP PATTERN EDGE LINE RUMBLE STRIPS AS SHOWN.
 2. CENTER RUMBLE STRIP BETWEEN BIKE LINES AS SHOWN.
 3. OMIT RUMBLE STRIPS:
 - ON PORTLAND CEMENT CONCRETE SURFACES,
 - AT INTERSECTIONS WITH PUBLIC ROADS AS SHOWN, AND
 - OTHER LOCATIONS AS DIRECTED.
 4. DO NOT BREAK RUMBLE STRIPS AT PRIVATE DRIVEWAYS.



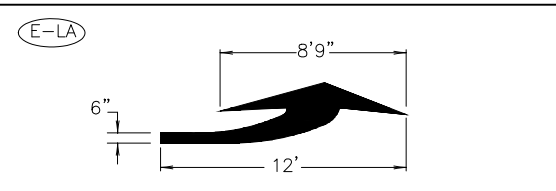
EXPIRES: 06/30/2026

DETAILS I							
NE ARNDT ROAD PAVING PACKAGE							
<p>CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045</p>	<p>DATE: 07/2024 PROJECT NO.: CI-3-24351</p> <p>DIRECTOR DAN JOHNSON</p>						
<p>DESIGNED BY: WW</p> <p>DRAFTED BY: NB/CK</p> <p>CHECKED BY: DB</p>	<p>REVISIONS</p> <table border="1"> <tr> <td>NO.</td> <td>DATE:</td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE:				
NO.	DATE:						
<p>Sheet No. 5</p>							

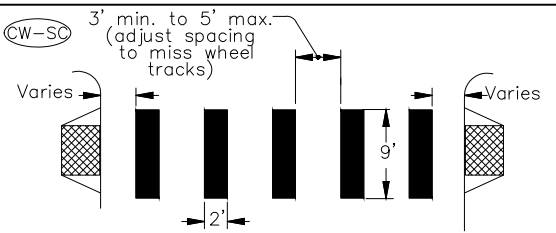
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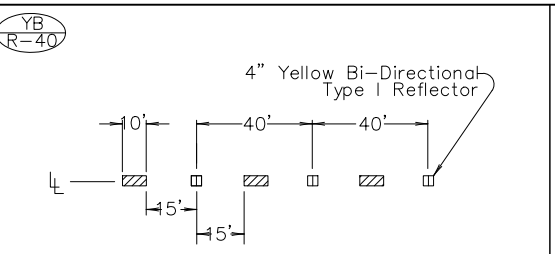
LANE REDUCTION ARROW - RIGHT LANE ENDS (WHITE)
For arrow proportion details, see current version of Standard Highway Signs



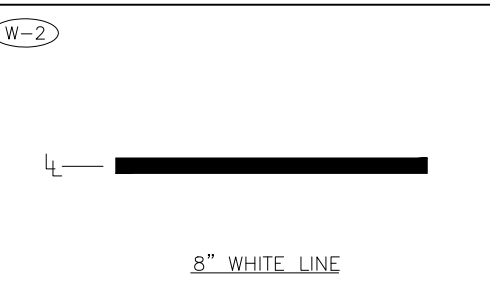
ELONGATED LEFT TURN ARROW (white)
For arrow proportion details, see current version of Standard Highway Signs



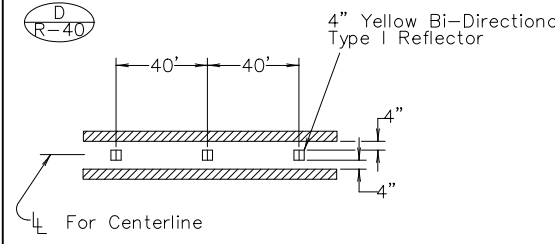
STAGGERED CONTINENTAL CROSSWALK 2' WHITE BARS
Install per Standard Drawing TM530



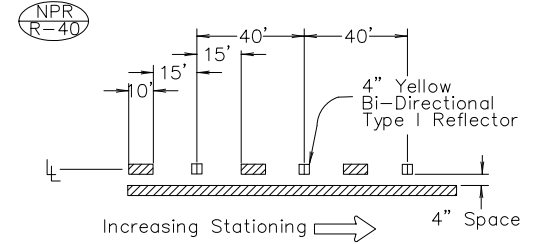
YELLOW BROKEN LINE SUPPLEMENTATION REFLECTORS WITH 4" YELLOW BROKEN LINE



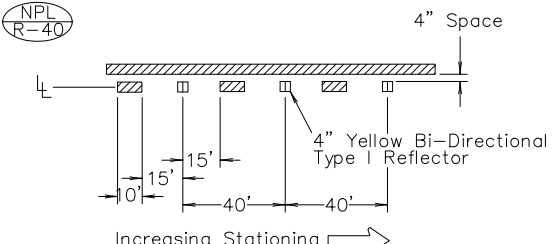
8" WHITE LINE



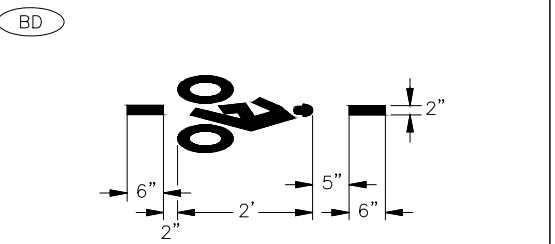
DOUBLE NO-PASS POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES



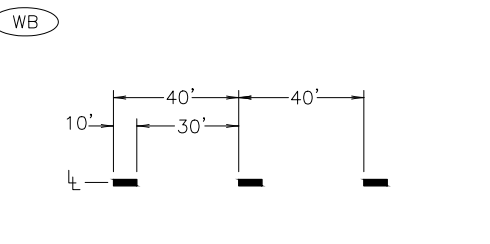
NO-PASS RIGHT POSITIONING GUIDE REFLECTORS WITH 4" YELLOW LINES



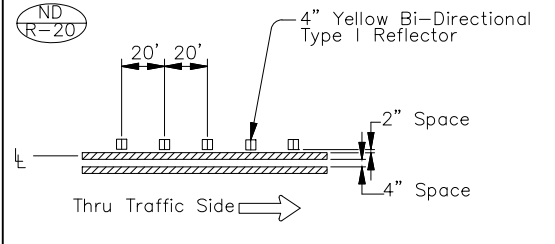
NO-PASS LEFT POSITIONING GUIDE REFLECTORS WITH 4" YELLOW LINES



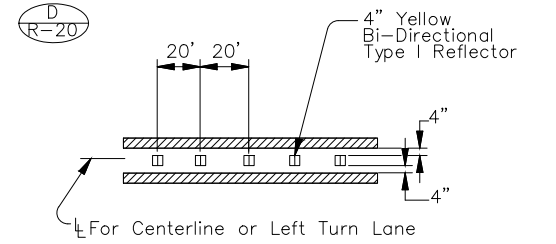
BICYCLE DETECTOR MARKING (WHITE)
Place Bicycle Detector Pavement Marking in optimum location where bicycle actuates the traffic signal



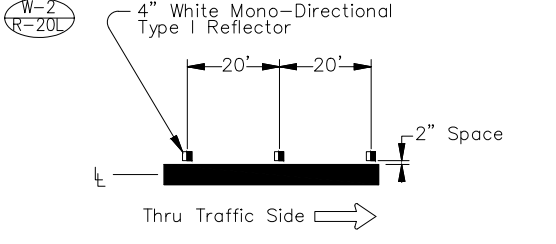
4" WHITE BROKEN LINE



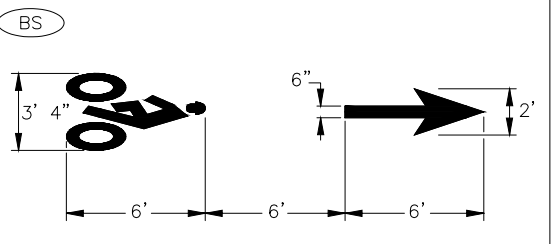
NARROW DOUBLE YELLOW POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES



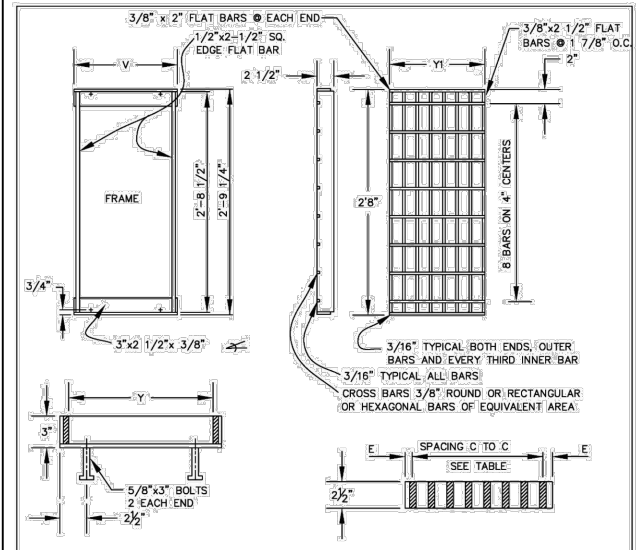
DOUBLE NO-PASS POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES



CHANNELIZING LINE POSITIONING GUIDE REFLECTORS WITH 8" WHITE LINE



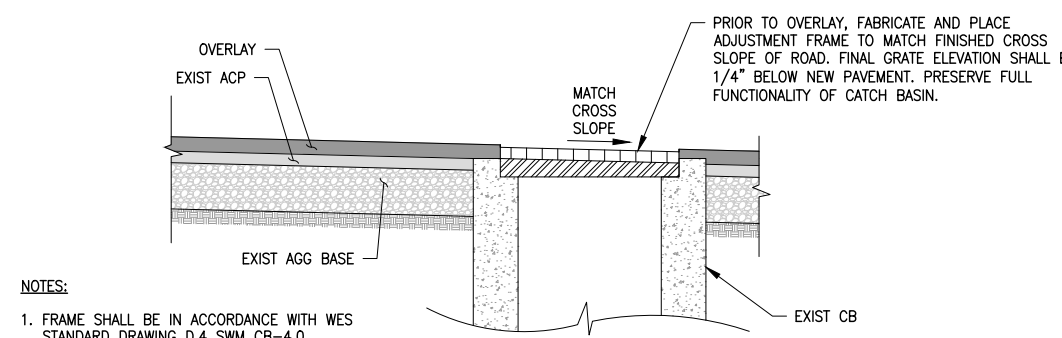
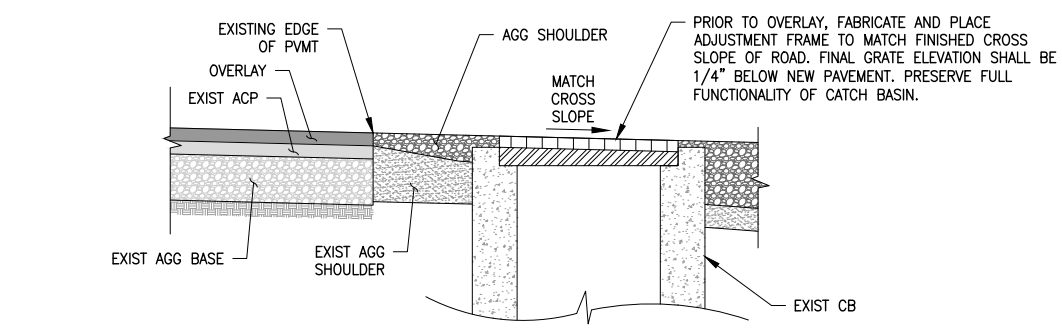
BIKE LANE STANDARD STENCIL (WHITE)
Center marking within lane width For proportion details, see current version of Standard Highway Signs



CATCH BASIN TYPE	V	Y1	Y2	E	SPACING C TO C	NO. OF BARS PER GRATE	REMARKS
GB-2	2'-4 3/4"	2'-3 3/8"	1'-1 1/2"	5/8"	1 3/4"	8	2-GRATES
D	2'-4 3/4"	2'-3 3/8"	2'-3"	1 1/2"	3"	9	
GB	1'-3 1/4"	1'-1 7/8"	1'-1 1/2"	5/8"	1 3/4"	8	1-GRATE

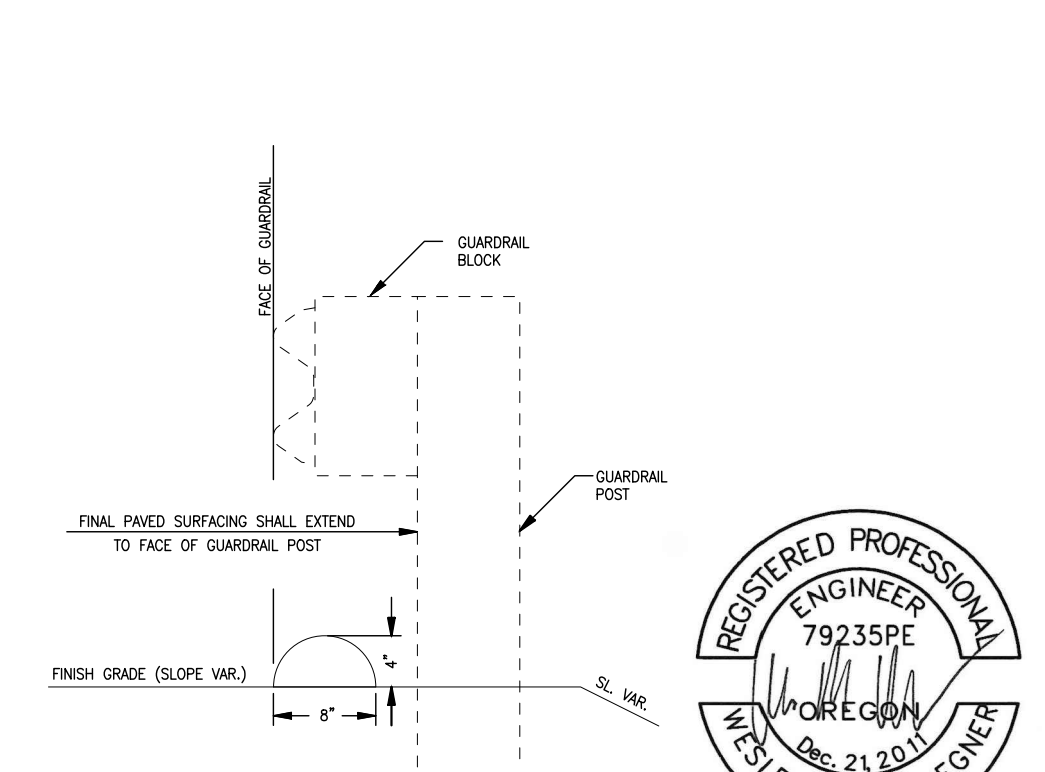
- NOTES:**
- MATERIALS AND FABRICATION SHALL CONFORM TO THE CURRENT APWA STANDARD SPECIFICATIONS.
 - 3/8" CROSS BARS SHALL BE FLUSH WITH THE GRATE SURFACE AND MAY BE FILLET WELDED, RESISTANCE WELDED OR ELECTROFORGED TO BEARING BARS.
 - GB CATCH BASIN FOR USE WITH CURB INLET; CATCH BASIN WITH GRATE ONLY.

CLACKAMAS WATER ENVIRONMENT SERVICES
150 BEAVERCREEK ROAD OREGON CITY, OR 97045
APPROVAL DATE: July, 2022 SCALE: N.T.S. STANDARD DRAWING SWM -17



- NOTES:**
- FRAME SHALL BE IN ACCORDANCE WITH WEST STANDARD DRAWING D.4 SWM CB-4.0.
 - CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO INCLUDE MATERIALS AND WELDING DETAILS TO MOUNT NEW FRAMES TO EXISTING FRAMES FOR ADJUSTMENT.
 - WELDED FRAME SHALL REPLICATE THE FULL GRATE SUPPORT PROVIDED BY THE EXISTING FRAME.

CATCH BASIN ADJUSTMENT
NTS



ASPHALT DRAINAGE CURB UNDER GUARDRAIL
NTS

DETAILS II
NE ARNDT ROAD PAVING PACKAGE
PROJECT NO.: CI-3-24351

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

DESIGNED BY: WW
DRAFTED BY: NB/CK
CHECKED BY: DB

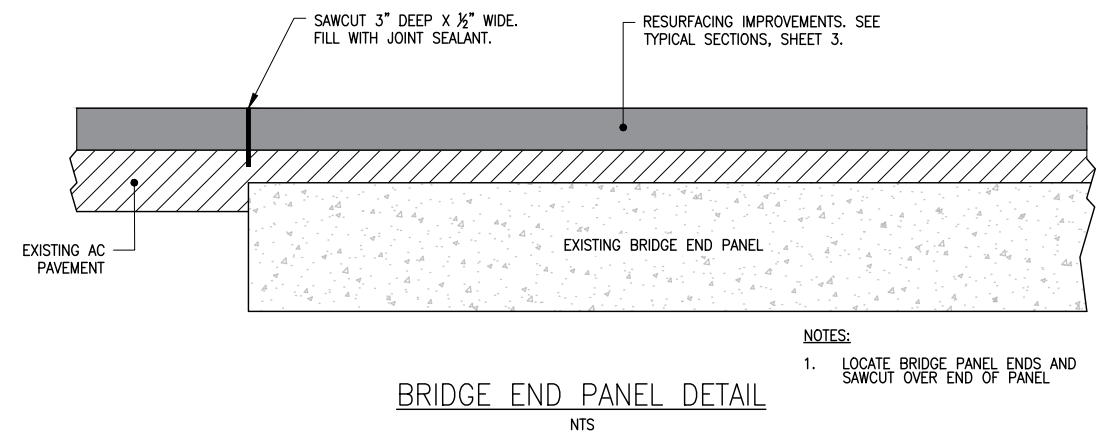
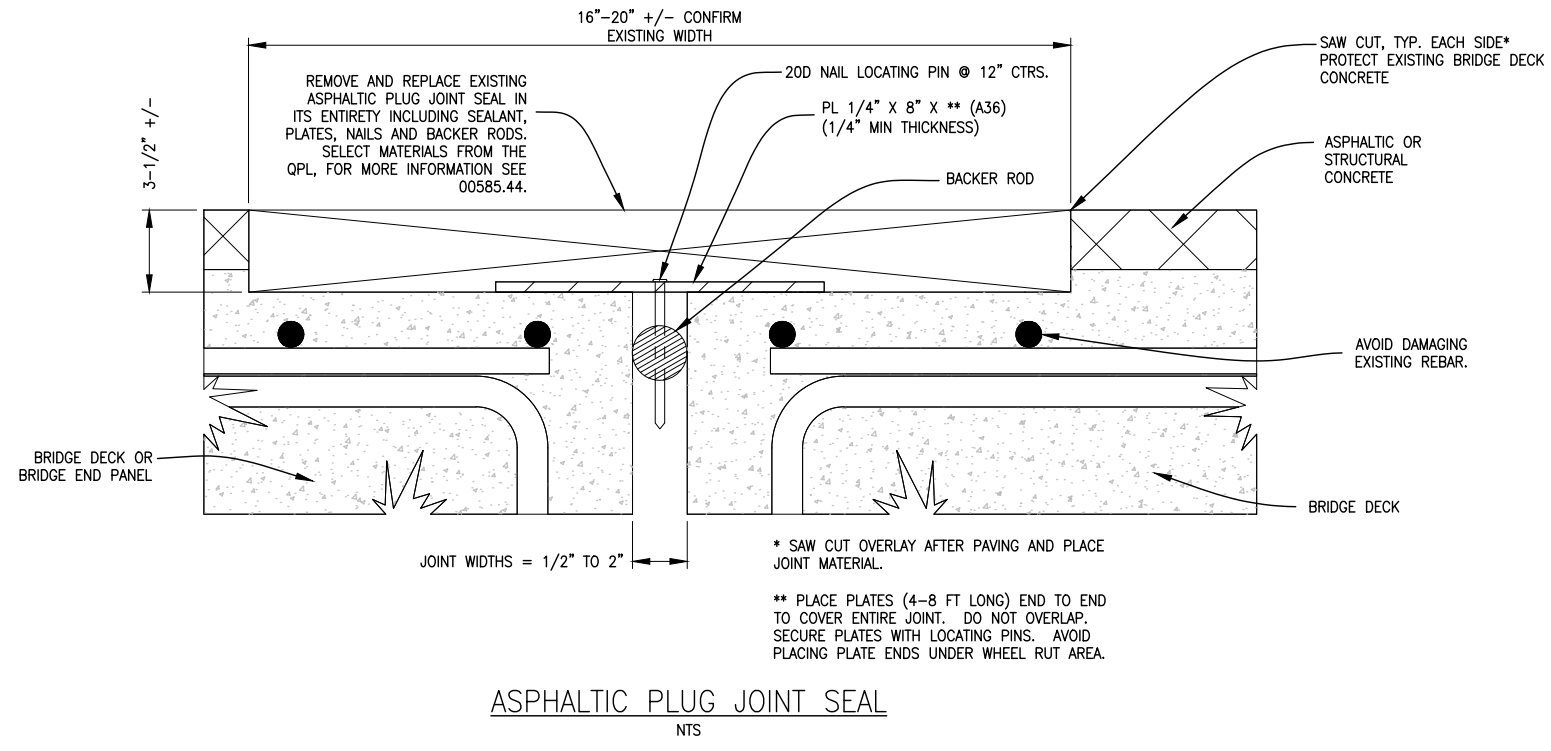
REVISIONS

NO.	DATE:	DESCRIPTION:

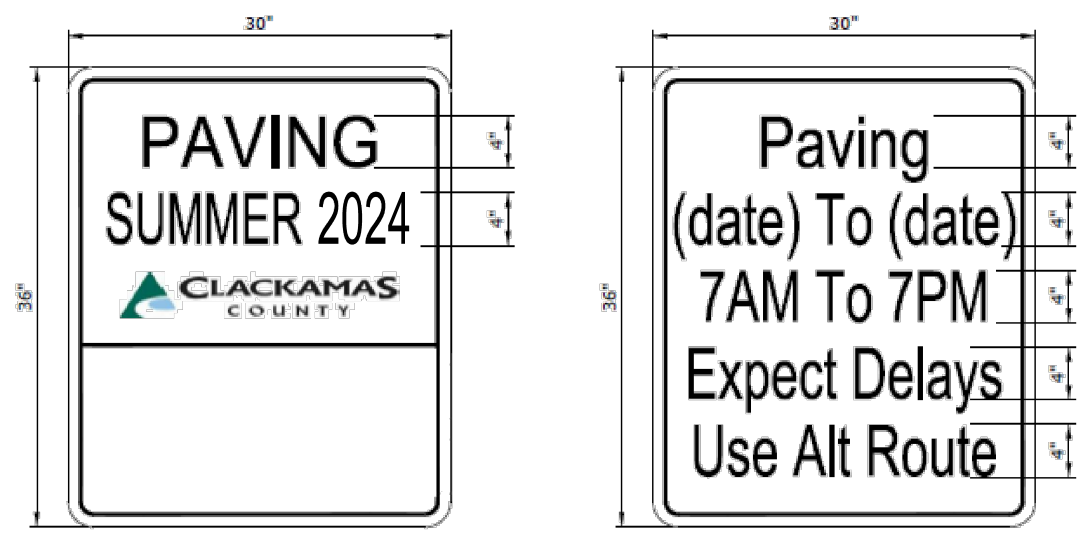
Sheet No. **6**

REGISTERED PROFESSIONAL ENGINEER
79235PE
OREGON
WESLEY MARTIN WEGNER
Dec. 21, 2011
EXPIRES: 06/30/2026

P:\15\15744 2024 PAVING PKG\500 DWG\501 PLAN SHEETS\TYPICAL SECTIONS.DWG 7/18/2024 8:18 AM



NOTES:
1. LOCATE BRIDGE PANEL ENDS AND SAWCUT OVER END OF PANEL



SIGN NOTES:
1. SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.
2. TEXT FONT TO BE FHWA C.
3. COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE:
[HTTP://WEB1.CLACKAMAS.US/PGS/LOGO.HTML#GUIDE](http://web1.clackamas.us/pgs/logo.html#guide)
4. CONTRACTOR'S APPROVED SCHEDULE TO DETERMINE DATES ON PROJECT NOTIFICATION SIGN.



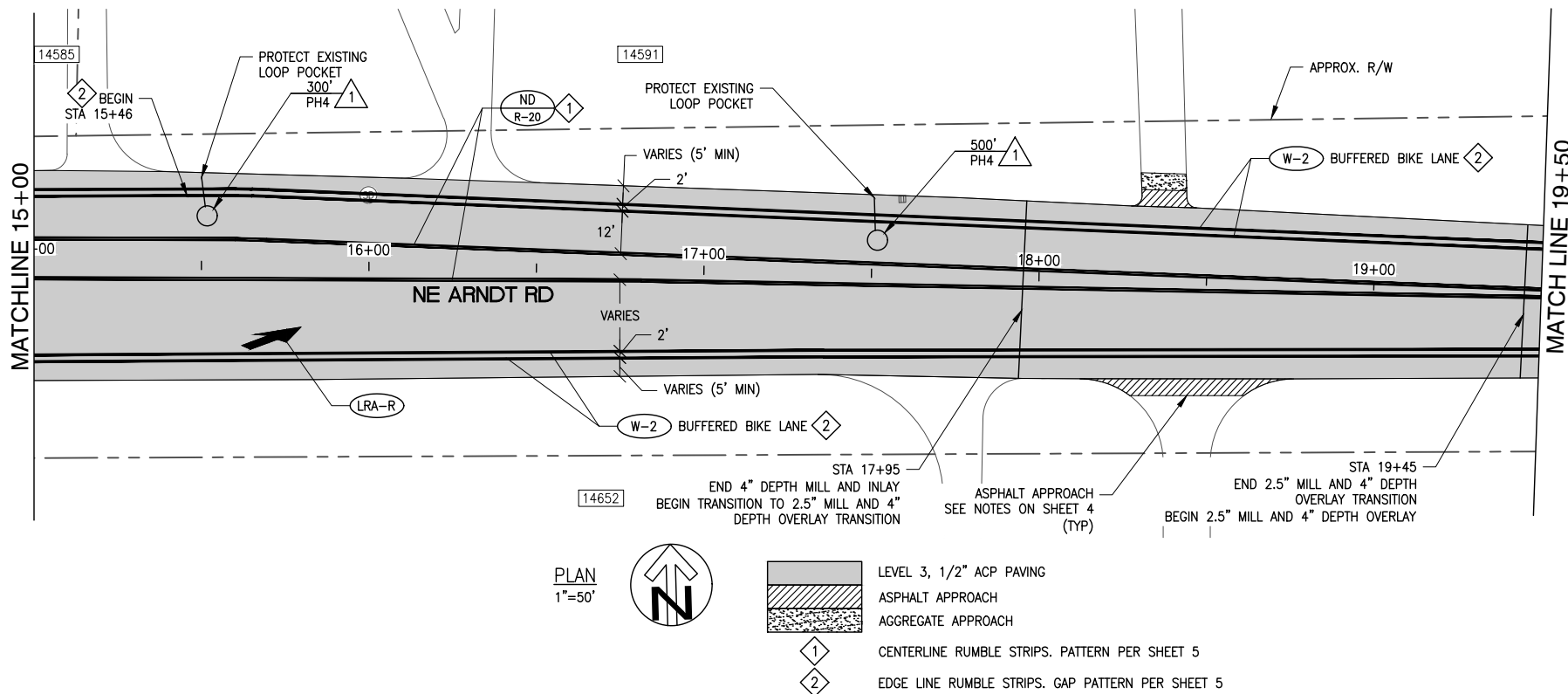
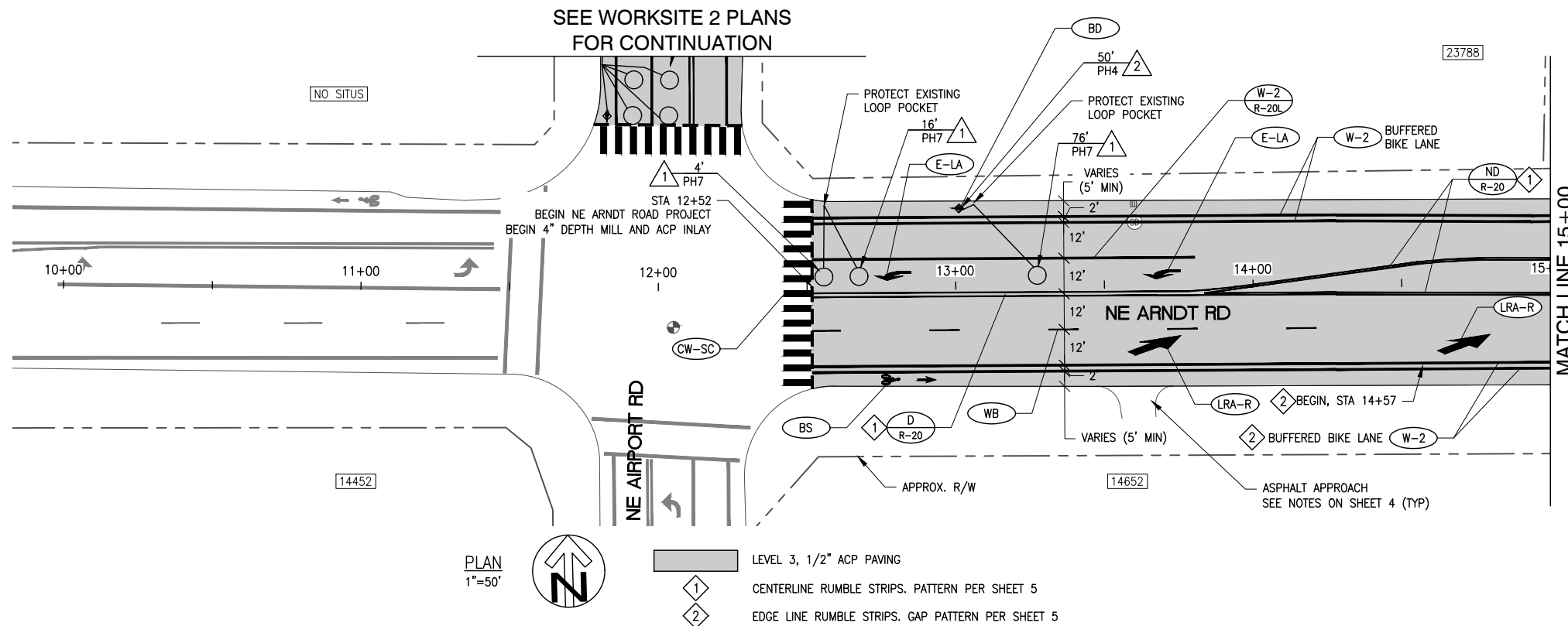
NOTES:
1. SIGN TO BE PLACED AT EACH DRIVEWAY APPROACH WHEN PILOT CAR IS USED.
2. SIGN SHALL CONFORM TO ODOT DRAWING CR4-20 OR CR4-20A.



EXPIRES: 06/30/2026

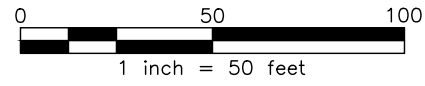
DETAILS III	NE ARNDT ROAD PAVING PACKAGE
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON
DESIGNED BY: WW	PROJECT NO.: CI-3-24351
DRAFTED BY: NB/CK	DATE: 07/2024
CHECKED BY: DB	
REVISIONS	
NO. DATE:	
Sheet No.	7

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VEHICLE DETECTION LOOP KEY NOTES

- 1 REPLACE VEHICLE DETECTOR LOOP IF DAMAGED WITH NEW 6-FT ROUND DETECTOR LOOP IN APPROVED LOCATION FOLLOWING WEARING COURSE CONSTRUCTION PER ODOT STANDARD DETAIL 4428. COORDINATE WITH MARION COUNTY TRAFFIC SIGNAL STAFF (DON ALEXANDER, 503-365-3169) PRIOR TO ALL DETECTOR LOOP REMOVAL AND REPLACEMENT WORK. CENTER OF LOOP DISTANCE FROM CROSSWALK OR STOP BAR SHOWN. PHASE AS SHOWN.
- 2 REPLACE BICYCLE DETECTOR LOOP IF DAMAGED WITH NEW 30-INCH DIAMOND DETECTOR LOOP IN APPROVED LOCATION FOLLOWING WEARING COURSE CONSTRUCTION PER ODOT STANDARD DETAIL 4428. COORDINATE WITH MARION COUNTY TRAFFIC SIGNAL STAFF (DON ALEXANDER, 503-365-3169) PRIOR TO ALL DETECTOR LOOP REMOVAL AND REPLACEMENT WORK. CENTER OF LOOP DISTANCE FROM CROSSWALK OR STOP BAR SHOWN. PHASE AS SHOWN.



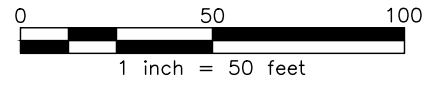
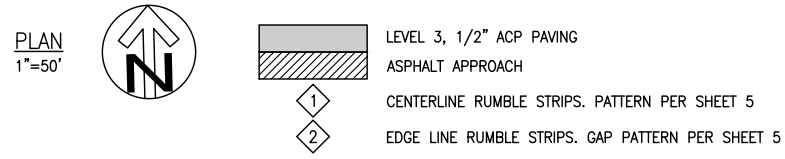
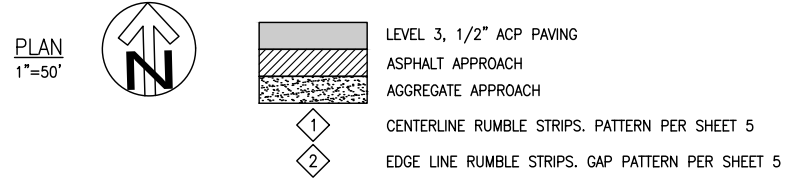
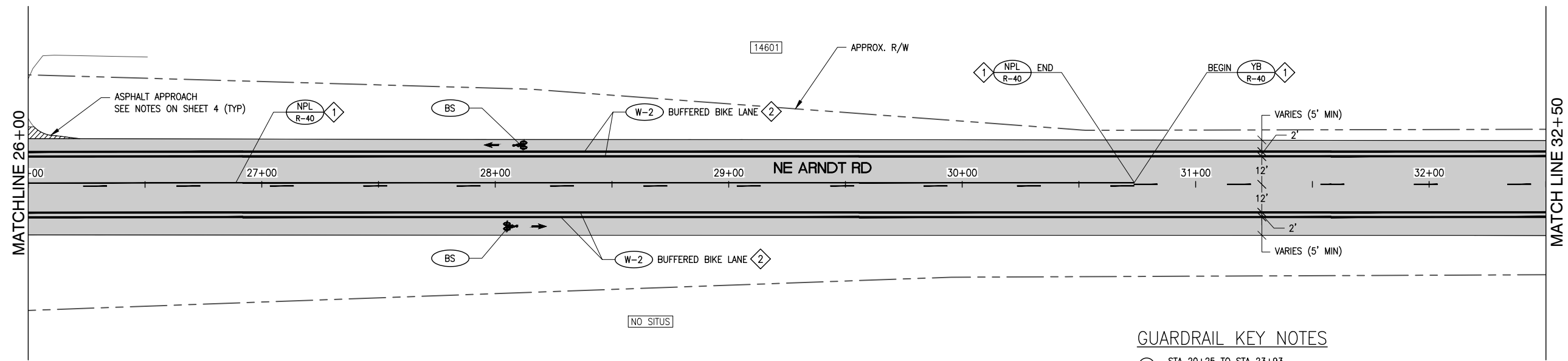
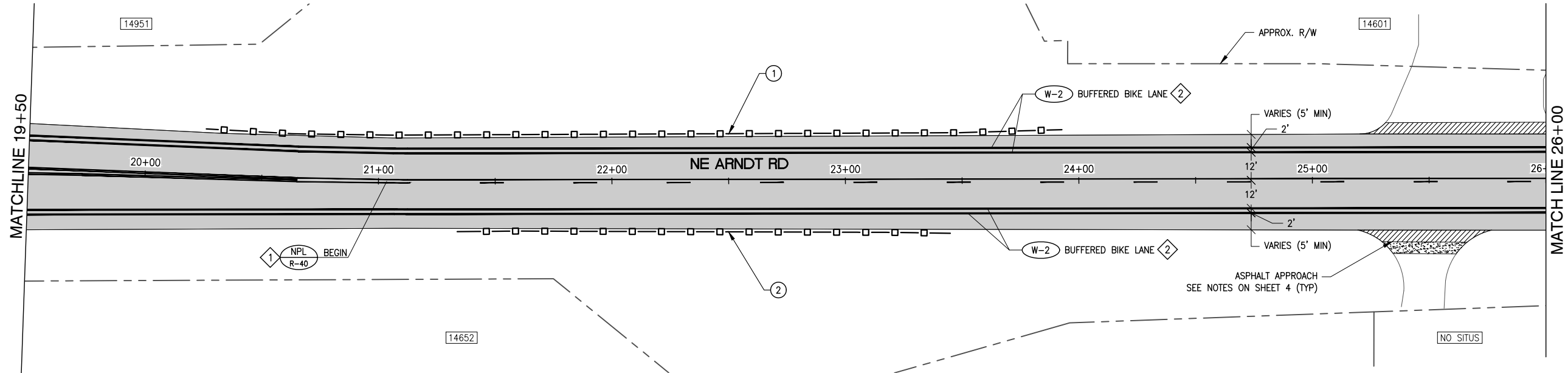
PLAN
1"=50'



- LEVEL 3, 1/2" ACP PAVING
- ASPHALT APPROACH
- AGGREGATE APPROACH
- 1 CENTERLINE RUMBLE STRIPS. PATTERN PER SHEET 5
- 2 EDGE LINE RUMBLE STRIPS. GAP PATTERN PER SHEET 5

NE ARNDT ROAD PLAN I							
NE ARNDT ROAD PAVING PACKAGE							
DATE: 07/2024 PROJECT NO.: CI-3-24351							
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045							
DIRECTOR DAN JOHNSON							
DESIGNED BY: WW	CHECKED BY: DB						
DRAFTED BY: NB/CK	NO. DATE:						
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NO.	DATE:	REVISIONS					
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 2px solid black; border-radius: 50%; padding: 10px; text-align: center;"> <p>REGISTERED PROFESSIONAL ENGINEER 79235PE OREGON Dec. 21, 2011 WESLEY MARTIN WEGNER</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p>EXPIRES: 06/30/2026</p> </div> </div>							
Sheet No. 8							

P:\15\15744 2024 PAVING PKG\500 DWG\501 PLAN SHEETS\ARNDT ROAD PLANS.DWG 7/18/2024 8:19 AM



GUARDRAIL KEY NOTES

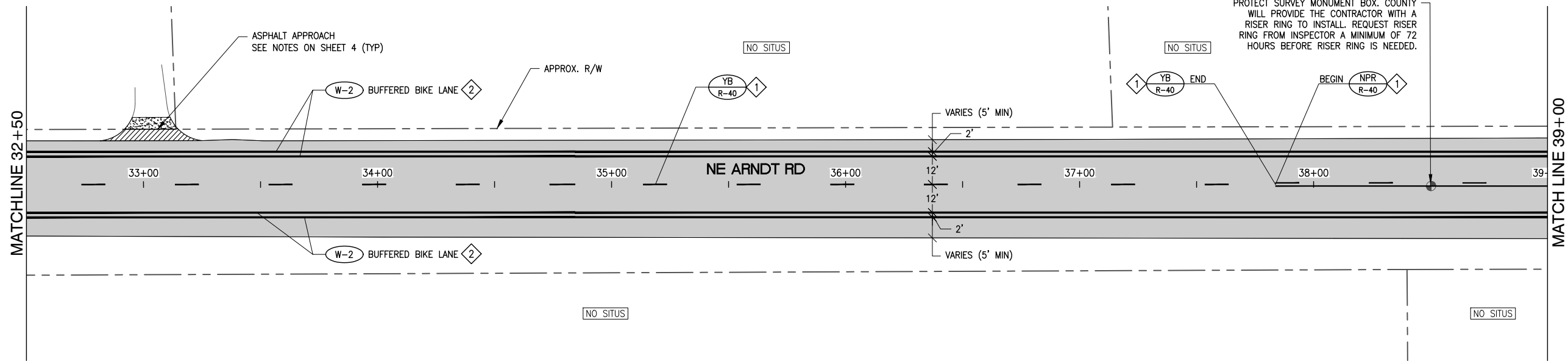
- ① STA 20+25 TO STA 23+93
REMOVE EXISTING GUARDRAIL SYSTEM AND REPLACE WITH NEW MGS TYPE 2A GUARDRAIL SYSTEM PER ODOT RD407. ALIGN NEW GUARDRAIL PARALLEL TO THE ROAD AND EXTEND THE GUARDRAIL LIMITS 25 FEET IN BOTH DIRECTIONS. INSTALL NEW TL3 SOFT-STOP TERMINALS AT EACH END PER ODOT RD420 AND MANUFACTURERS RECOMMENDATIONS. TOTAL GUARDRAIL LENGTH = 370' +/- WITH EXTENSION.
- ② STA 21+06 TO STA 23+45
REMOVE EXISTING GUARDRAIL SYSTEM AND REPLACE WITH NEW MGS TYPE 2A GUARDRAIL SYSTEM PER ODOT RD407. ALIGN NEW GUARDRAIL PARALLEL TO THE ROAD AND EXTEND THE GUARDRAIL LIMITS 25 FEET IN BOTH DIRECTIONS. INSTALL NEW TL3 SOFT-STOP TERMINALS AT EACH END PER ODOT RD420 AND MANUFACTURERS RECOMMENDATIONS. TOTAL GUARDRAIL LENGTH = 240' +/- WITH EXTENSION.



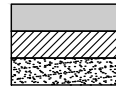
EXPIRES: 06/30/2026

NE ARNDT ROAD PLAN II							
NE ARNDT ROAD PAVING PACKAGE							
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON						
DESIGNED BY: WW DRAFTED BY: NB/CK CHECKED BY: DB	PROJECT NO.: CI-3-24351 DATE: 07/2024						
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NO.	DATE:	REVISIONS					
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PLAN
1"=50'



LEVEL 3, 1/2" ACP PAVING

ASPHALT APPROACH

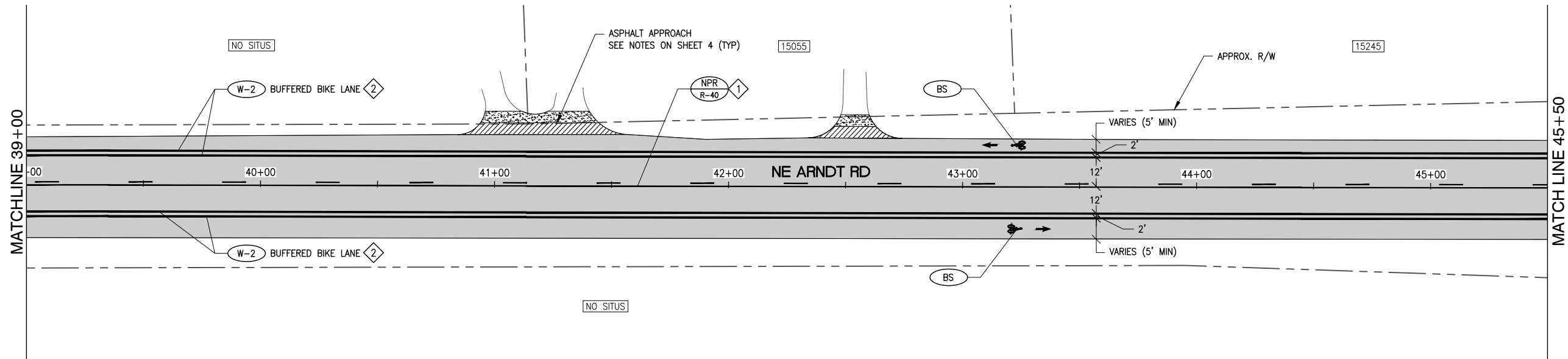
AGGREGATE APPROACH

1

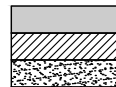
CENTERLINE RUMBLE STRIPS. PATTERN PER SHEET 5

2

EDGE LINE RUMBLE STRIPS. GAP PATTERN PER SHEET 5



PLAN
1"=50'



LEVEL 3, 1/2" ACP PAVING

ASPHALT APPROACH

AGGREGATE APPROACH

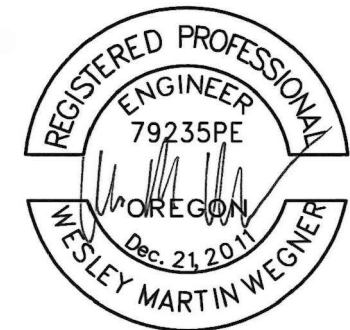
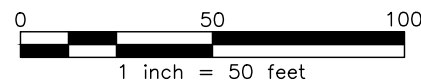
1

CENTERLINE RUMBLE STRIPS. PATTERN PER SHEET 5

2

EDGE LINE RUMBLE STRIPS. GAP PATTERN PER SHEET 5

PROTECT SURVEY MONUMENT BOX. COUNTY WILL PROVIDE THE CONTRACTOR WITH A RISER RING TO INSTALL. REQUEST RISER RING FROM INSPECTOR A MINIMUM OF 72 HOURS BEFORE RISER RING IS NEEDED.



EXPIRES: 06/30/2026

NE ARNDT ROAD PLAN III
NE ARNDT ROAD
PAVING PACKAGE

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

DIRECTOR
DAN JOHNSON

DESIGNED BY:
WW

DRAFTED BY:
NB/CK

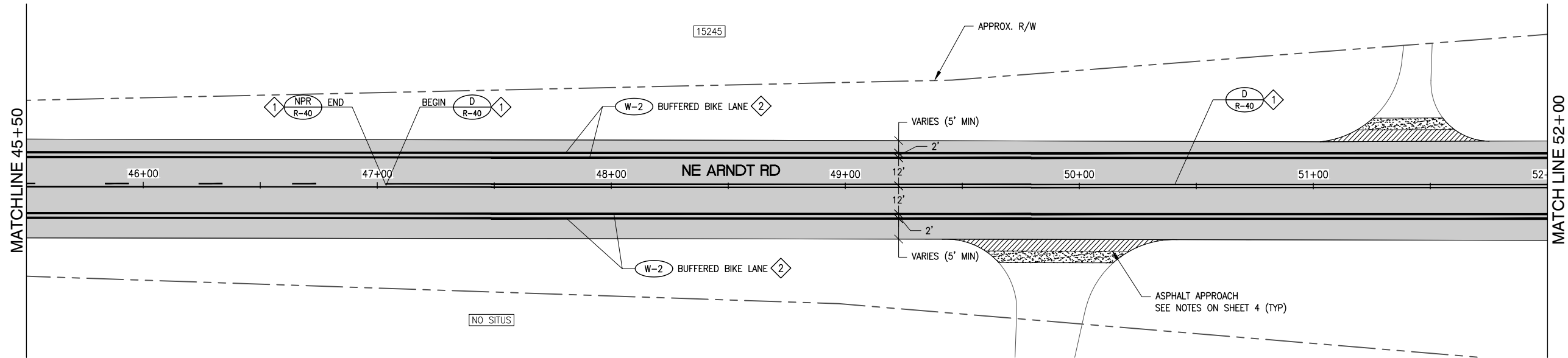
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DB

NO.	DATE:	REVISIONS

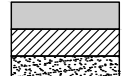
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10

DATE: 07/2024 PROJECT NO.: CI-3-24351

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PLAN
1"=50'



LEVEL 3, 1/2" ACP PAVING

ASPHALT APPROACH

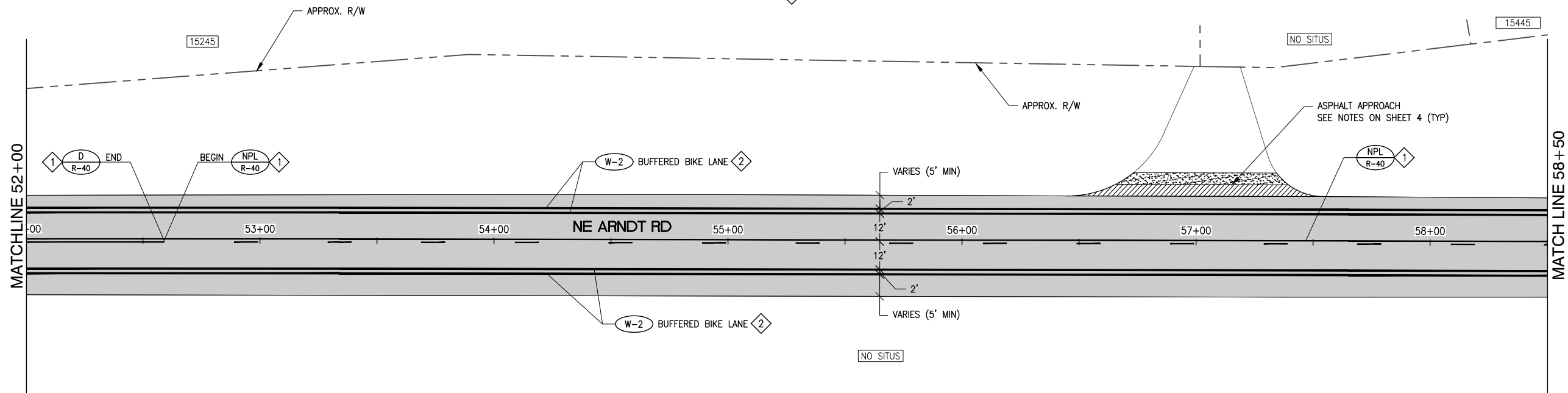
AGGREGATE APPROACH

1

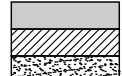
CENTERLINE RUMBLE STRIPS. PATTERN PER SHEET 5

2

EDGE LINE RUMBLE STRIPS. GAP PATTERN PER SHEET 5



PLAN
1"=50'



LEVEL 3, 1/2" ACP PAVING

ASPHALT APPROACH

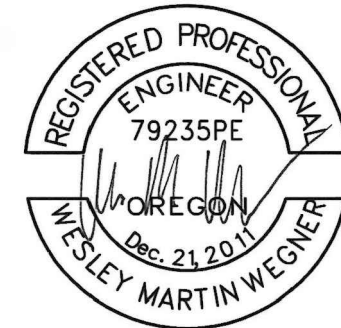
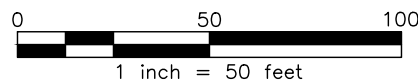
AGGREGATE APPROACH

1

CENTERLINE RUMBLE STRIPS. PATTERN PER SHEET 5

2

EDGE LINE RUMBLE STRIPS. GAP PATTERN PER SHEET 5



EXPIRES: 06/30/2026

NE ARNDT ROAD PLAN IV
NE ARNDT ROAD
PAVING PACKAGE

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

DAN JOHNSON
DIRECTOR

DESIGNED BY:
WW

DRAFTED BY:
NB/CK

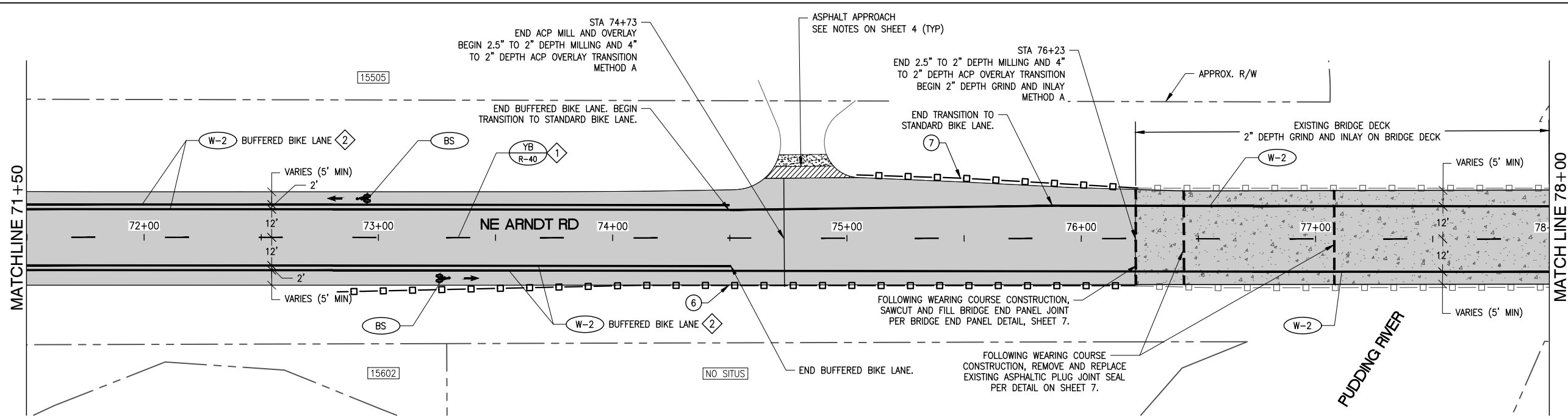
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NO.	DATE:	REVISIONS

Sheet No.
11

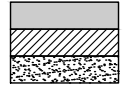




DATE: 07/2024 PROJECT NO.: CI-3-24351

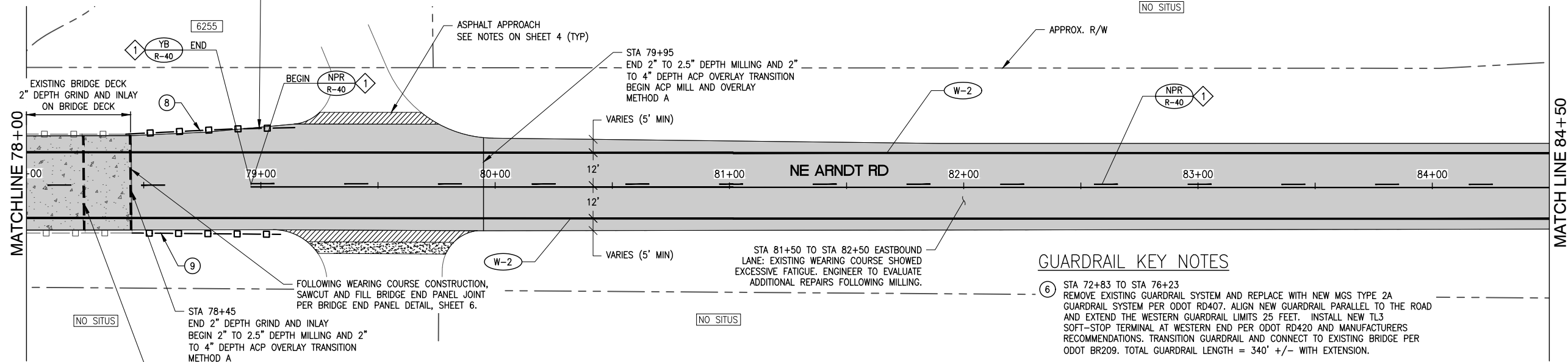
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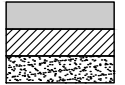





-  LEVEL 3, 1/2" ACP PAVING
-  ASPHALT APPROACH
-  AGGREGATE APPROACH
-  CENTERLINE RUMBLE STRIPS. PATTERN PER SHEET 5
-  EDGE LINE RUMBLE STRIPS. GAP PATTERN PER SHEET 5



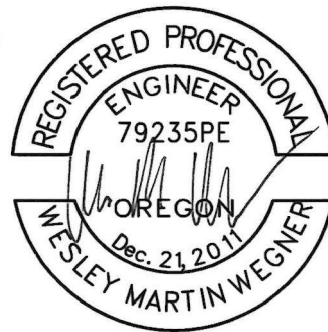
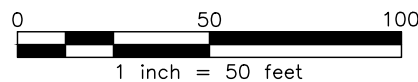
PLAN
1"=50'



-  LEVEL 3, 1/2" ACP PAVING
-  ASPHALT APPROACH
-  AGGREGATE APPROACH
-  CENTERLINE RUMBLE STRIPS. PATTERN PER SHEET 5

GUARDRAIL KEY NOTES

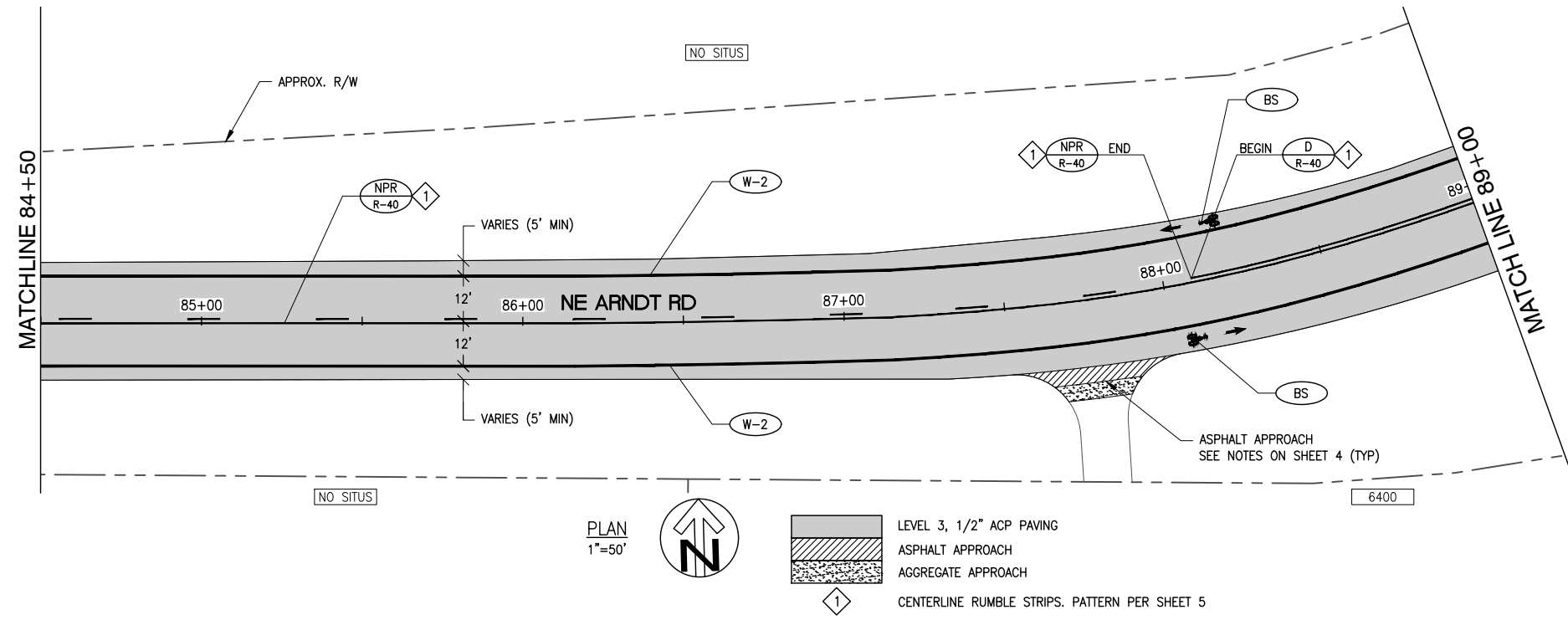
- ⑥ STA 72+83 TO STA 76+23
REMOVE EXISTING GUARDRAIL SYSTEM AND REPLACE WITH NEW MGS TYPE 2A GUARDRAIL SYSTEM PER ODOT RD407. ALIGN NEW GUARDRAIL PARALLEL TO THE ROAD AND EXTEND THE WESTERN GUARDRAIL LIMITS 25 FEET. INSTALL NEW TL3 SOFT-STOP TERMINAL AT WESTERN END PER ODOT RD420 AND MANUFACTURERS RECOMMENDATIONS. TRANSITION GUARDRAIL AND CONNECT TO EXISTING BRIDGE PER ODOT BR209. TOTAL GUARDRAIL LENGTH = 340' +/- WITH EXTENSION.
- ⑦ STA 75+00 TO STA 76+23
REMOVE EXISTING GUARDRAIL SYSTEM AND REPLACE WITH NEW MGS TYPE 2A GUARDRAIL SYSTEM PER ODOT RD407. ALIGN NEW GUARDRAIL PARALLEL TO THE R/L AND INSTALL NEW TL3 SOFT-STOP TERMINAL AT WESTERN END PER ODOT RD420 AND MANUFACTURERS RECOMMENDATIONS. TRANSITION GUARDRAIL AND CONNECT TO EXISTING BRIDGE PER ODOT BR209. TOTAL GUARDRAIL LENGTH = 125' +/-.
- ⑧ STA 78+45 TO STA 79+22
REMOVE EXISTING GUARDRAIL SYSTEM AND REPLACE WITH NEW MGS TYPE 2A GUARDRAIL SYSTEM PER ODOT RD407. ALIGN NEW GUARDRAIL PARALLEL TO THE R/L AND INSTALL NEW TL3 SOFT-STOP TERMINAL AT EASTERN END PER ODOT RD420 AND MANUFACTURERS RECOMMENDATIONS. TRANSITION GUARDRAIL AND CONNECT TO EXISTING BRIDGE PER ODOT BR209. TOTAL GUARDRAIL LENGTH = 70' +/-.
- ⑨ STA 78+45 TO STA 79+03
REMOVE EXISTING GUARDRAIL SYSTEM AND REPLACE WITH NEW MGS TYPE 2A GUARDRAIL SYSTEM PER ODOT RD407. ALIGN NEW GUARDRAIL PARALLEL TO THE R/L AND INSTALL NEW TL3 SOFT-STOP TERMINAL AT EASTERN END PER ODOT RD420 AND MANUFACTURERS RECOMMENDATIONS. TRANSITION GUARDRAIL AND CONNECT TO EXISTING BRIDGE PER ODOT BR209. TOTAL GUARDRAIL LENGTH = 70' +/-.



EXPIRES: 06/30/2026

NE ARNDT ROAD PLAN VI										
NE ARNDT ROAD PAVING PACKAGE										
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON									
DESIGNED BY: WW DRAFTED BY: NB/CK CHECKED BY: DB	PROJECT NO.: CI-3-24351 DATE: 07/2024									
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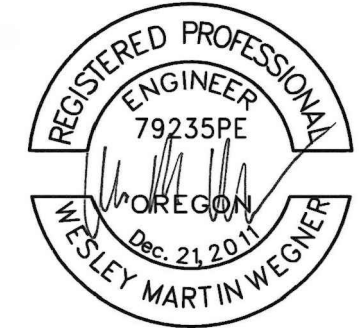
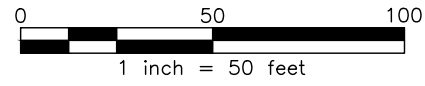
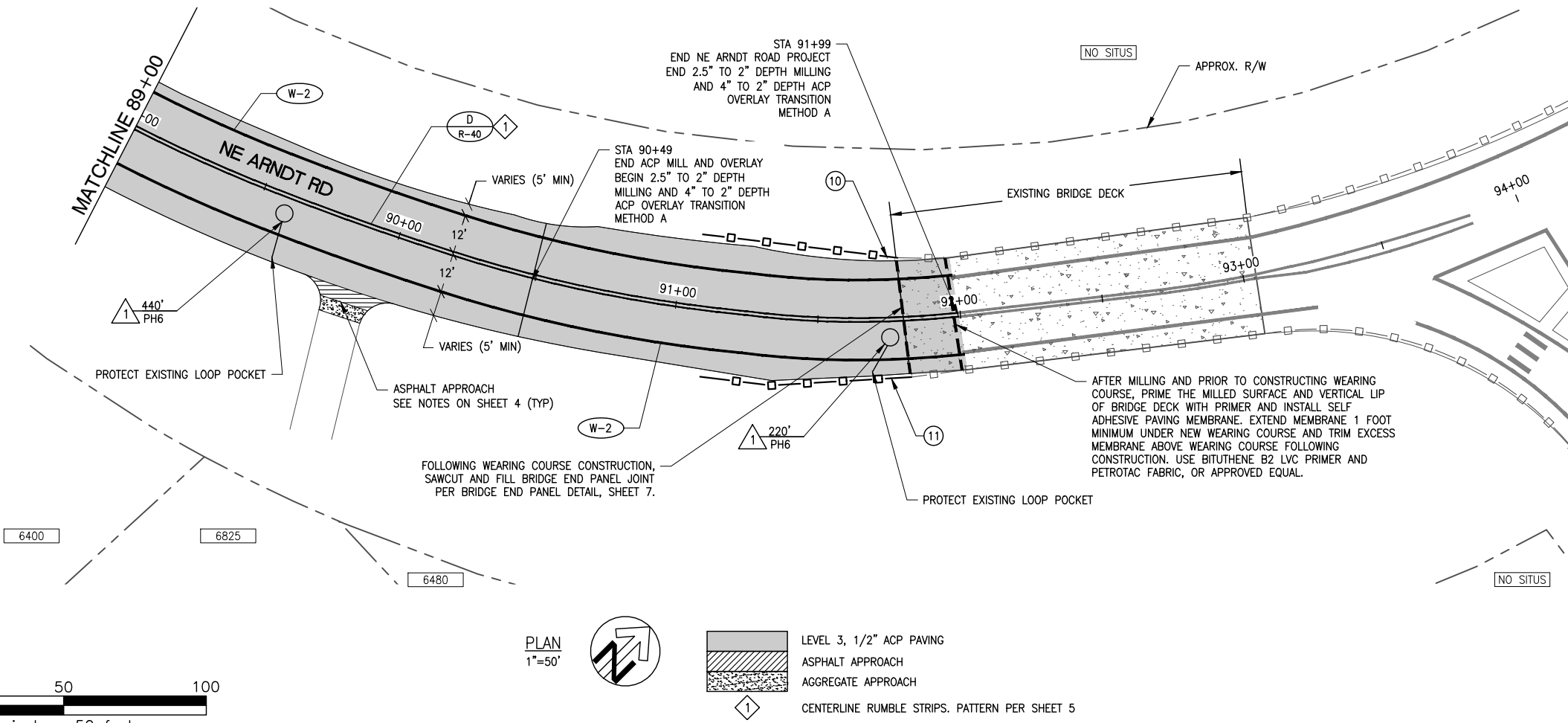


GUARDRAIL KEY NOTES

- ⑩ STA 91+07 TO STA 91+99 REMOVE EXISTING GUARDRAIL SYSTEM AND REPLACE WITH NEW MGS TYPE 2A GUARDRAIL SYSTEM PER ODOT RD407. ALIGN NEW GUARDRAIL PARALLEL TO THE ROAD AND EXTEND THE WESTERN GUARDRAIL LIMITS 25 FEET. INSTALL NEW TL3 SOFT-STOP TERMINAL AT WESTERN END PER ODOT RD420 AND MANUFACTURERS RECOMMENDATIONS. TRANSITION GUARDRAIL AND CONNECT TO EXISTING BRIDGE PER ODOT BR203. TOTAL GUARDRAIL LENGTH = 95' +/- WITH EXTENSION.
- ⑪ STA 91+11 TO STA 91+99 REMOVE EXISTING GUARDRAIL SYSTEM AND REPLACE WITH NEW MGS TYPE 2A GUARDRAIL SYSTEM PER ODOT RD407. ALIGN NEW GUARDRAIL PARALLEL TO THE ROAD AND EXTEND THE WESTERN GUARDRAIL LIMITS 25 FEET. INSTALL NEW TL3 SOFT-STOP TERMINAL AT WESTERN END PER ODOT RD420 AND MANUFACTURERS RECOMMENDATIONS. TRANSITION GUARDRAIL AND CONNECT TO EXISTING BRIDGE PER ODOT BR203. TOTAL GUARDRAIL LENGTH = 90' +/- WITH EXTENSION.

VEHICLE DETECTION LOOP KEY NOTES

- ① REPLACE VEHICLE DETECTOR LOOP IF DAMAGED WITH NEW 6-FT ROUND DETECTOR LOOP IN APPROVED LOCATION FOLLOWING WEARING COURSE CONSTRUCTION PER ODOT STANDARD DETAIL 4428. COORDINATE WITH CLACKAMAS COUNTY TRAFFIC SIGNAL STAFF (AARON GOODERHAM, 503-970-8989) PRIOR TO ALL DETECTOR LOOP REMOVAL AND REPLACEMENT WORK. CENTER OF LOOP DISTANCE FROM CROSSWALK OR STOP BAR SHOWN. PHASE AS SHOWN.



EXPIRES: 06/30/2026

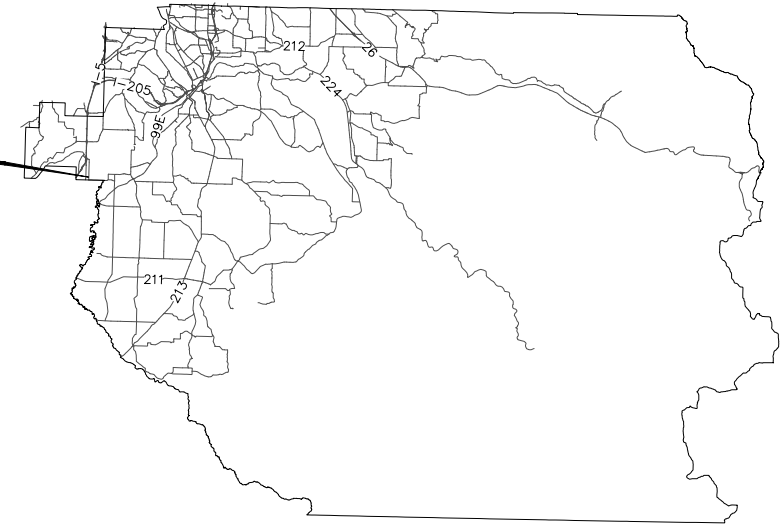
NE ARNDT ROAD PLAN VII	
NE ARNDT ROAD PAVING PACKAGE	
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	
DESIGNED BY: WW DRAFTED BY: NB/CK CHECKED BY: DB	DIRECTOR DAN JOHNSON
DATE: 07/2024 PROJECT NO.: CI-3-24351	
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CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

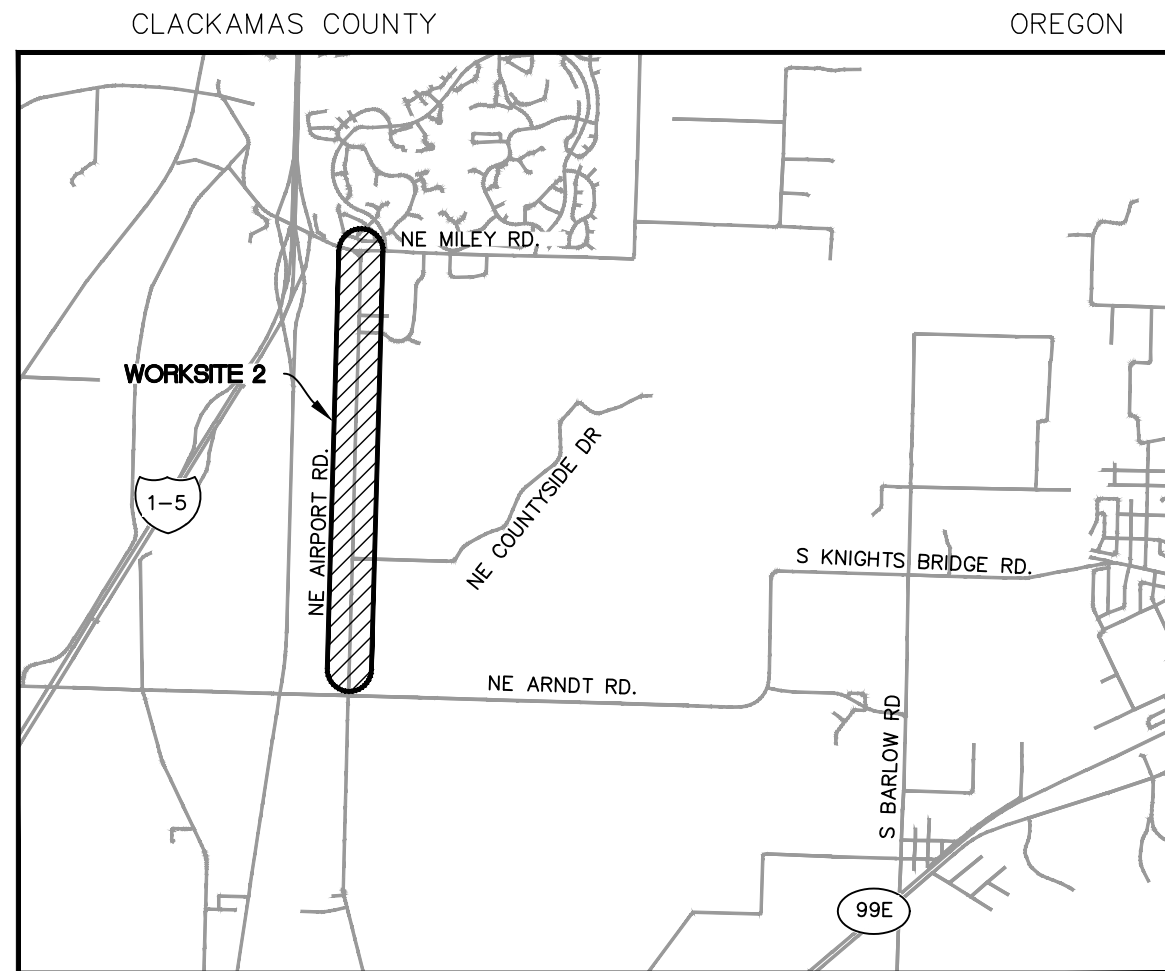
PLANS FOR PROPOSED PROJECT
PAVING, GRINDING, AND GRADING

NE AIRPORT RD PAVING PACKAGE

WORKSITE 2 - NE AIRPORT ROAD - RD# 30055



INDEX OF SHEETS	
1	COVER SHEET
2	GENERAL NOTES & LEGEND
3	TYPICAL SECTIONS
4	DETAILS I
5	DETAILS II
6-12	NE AIRPORT ROAD PLANS



VICINITY MAP
NOT TO SCALE



T. 3S, R. 1W, SEC. 25,26,35,36

ATTENTION !

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



EXPIRES: 06/30/2026

COVER SHEET

NE AIRPORT ROAD
PAVING PACKAGE

DATE: 07/2024 PROJECT NO.: CI-3-24351

CLACKAMAS COUNTY

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



DAN JOHNSON
DIRECTOR

DESIGNED BY:
WW

DRAFTED BY:
NB/CK

CHECKED BY:
DB

REVISIONS

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GENERAL NOTES:

- 1. COORDINATE VALVE, MANHOLES AND UTILITY VAULT/BOX ADJUSTMENTS WITH UTILITIES (AS APPLICABLE).
2. PAVE IMPACTED DRIVEWAY TRANSITIONS (AS APPLICABLE). DEPTH, WIDTH AND LENGTH (2'-25') WILL VARY. LIMITS TO BE DETERMINED BY ENGINEER AFTER WEARING COURSE APPLIED.
3. CONTRACTOR TO RESTORE SHOULDER 2'-4' WIDTH, SEE DETAIL (WHEN APPLICABLE).
4. ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
5. IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
6. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND DTD TRANSPORTATION MAINTENANCE OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
7. THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
8. FINAL CLEANUP - PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.
9. FOLLOWING GRINDING/ SWEEPING OPERATIONS, THE ENGINEER MAY ORDER ADDITIONAL RESTORATIONS AS NECESSARY TO ADDRESS EXISTING PAVEMENT DEFICIENCIES. WORK MAY INCLUDE ADDITIONAL GRINDING AND INLAY DEPTH, FULL REPLACEMENT OF PAVEMENT STRUCTURE INCLUDING AGGREGATE BASE, OR OTHER IMPROVEMENTS AS DEEMED NECESSARY BY THE COUNTY. CONTRACTOR SHALL SHOW APPROPRIATE TIME AND RESOURCES IN THE PROJECT SCHEDULE TO COMPLETE THIS WORK.

SURVEY NOTES:

- 1. ALL PLAN INFORMATION IS BASED ON AVAILABLE CLACKAMAS COUNTY GIS DATA, AERIAL PHOTOGRAPHY AND FIELD MEASUREMENTS AND IS APPROXIMATE.
2. ALL SURVEY MONUMENTATION SHALL BE PROTECTED AND PRESERVED PER ORS 209.150 AND ORS 209.155.

RIGHT-OF-WAY REPRESENTATION:

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

GENERAL CONSTRUCTION PHASING AND STAGING NOTES

- 1. THE CONTRACTOR SHALL COMPLETE THE PROJECT IN ACCORDANCE WITH AN APPROVED PHASING PLAN AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS. THE PLAN SHEETS REFLECT THE GENERAL PHASING AND TRAFFIC CONTROL REQUIREMENTS FOR THE PROJECT. THE CONTRACTOR SHALL SUBMIT A DETAILED PHASING PLAN FOR REVIEW AND APPROVAL BY THE COUNTY PRIOR TO BEGINNING WORK.
2. RESTORE NORMAL TRAFFIC MOVEMENTS BY THE CLOSE OF EVERY WORKING DAY.
3. AT THE END OF EACH WORK DAY, CLEAN UP THE PROJECT AREA AND LEAVE IT IN A NEAT AND SECURED MANNER.
4. CONTRACTOR SHALL OBTAIN STORAGE AND PARKING AREAS ON PRIVATE PROPERTY IF NEEDED. NO STAGING AREAS HAVE BEEN SECURED FOR THE CONTRACTOR'S USE.
5. CONTRACTOR'S EMPLOYEES, SUPPLIERS, AND SUBCONTRACTORS SHALL NOT PARK OR UTILIZE PRIVATE DRIVEWAYS OR PARKING LOTS WITHOUT PRIOR WRITTEN PERMISSION FROM THE PROPERTY OWNERS.
6. MATERIALS MAY NOT BE STORED OR STOCKPILED, NOR MAY EQUIPMENT THAT IS NOT OPERATING BE PARKED ON STREETS WITHIN THE PROJECT LIMITS UNLESS SAFELY LOCATED WITHIN A CLOSED WORK ZONE AND MINIMUM CLEAR SPACE DISTANCES ARE PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS.
7. PRIOR TO CUTTING, COORDINATE DETECTION LOOP REPLACEMENT LOCATIONS WITH MARION COUNTY (DON ALEXANDER, 503-365-3169) FOR THE NE ARNDT AND NE AIRPORT ROAD INTERSECTION.

ACCESS AND COORDINATION REQUIREMENTS

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

GENERAL TRAFFIC CONTROL NOTES

- 1. CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLANS PREPARED BY A TRAFFIC CONTROL SUPERVISOR TO CLACKAMAS COUNTY FOR REVIEW A MINIMUM OF TWO WEEK PRIOR TO CONSTRUCTION. COUNTY WILL DISTRIBUTE TRAFFIC CONTROL PLAN(S) TO APPROPRIATE AGENCIES FOR REVIEW AND APPROVAL, AS NECESSARY.
2. THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE PROJECT SITE.
3. THE MINIMUM TRAFFIC CONTROL MEASURES NOTED ON THE APPROVED TRAFFIC CONTROL PLANS SHALL BE INSTALLED PRIOR TO START OF ANY OTHER WORK ON THE PROJECT.
4. THE CONTRACTOR SHALL PROVIDE TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC IN ACCORDANCE WITH APPROVED TEMPORARY TRAFFIC CONTROL PLANS, SUPPLEMENTAL TEMPORARY TRAFFIC CONTROL PLANS PREPARED BY THE CONTRACTOR, THE RIGHT-OF-WAY PERMITS ISSUED FOR THIS PROJECT, AND CURRENT VERSIONS OF THE MUTCD, THE OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, AND ODOT/APWA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
5. TRAFFIC CONTROL PLANS FOR SPECIFIC GENERAL PHASES OF WORK ARE CONTAINED HEREIN WHEN APPLICABLE AND AS REQUIRED TO OBTAIN NECESSARY PERMITS FROM OTHER AGENCIES. THE CONTRACTOR SHALL ADOPT THE TRAFFIC CONTROL PLANS INCLUDED OR SUBMIT ALTERNATIVE PLANS FOR REVIEW AND APPROVAL. ANY INCLUDED PLANS DO NOT RELIEVE THE CONTRACTORS RESPONSIBILITY TO SUBMIT DETAILED TRAFFIC CONTROL PLANS DURING CONSTRUCTION FOR PHASES OF WORK NOT SPECIFICALLY SHOWN INCLUDING WORK THAT IMPACTS ALL OTHER INTERSECTIONS WITHIN THE PROJECT LIMITS.
6. THE TRAFFIC CONTROL SUPERVISOR SHALL BE RESPONSIBLE FOR MAKING ADJUSTMENTS TO THE APPROVED TRAFFIC CONTROL PLANS TO BETTER MANAGE TRAFFIC CONDITIONS. ADDITIONAL SIGNAGE, DELINEATION, AND PERSONNEL MAY BE NECESSARY TO SAFELY DETOUR TRAFFIC AROUND THE WORK ZONES.
7. WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
8. ACCESS THROUGH THE WORK ZONE MUST BE PROVIDED AT ALL TIMES TO VEHICULAR TRAFFIC. STREET CLOSURES WILL NOT BE PERMITTED UNLESS SHOWN OR APPROVED BY CLACKAMAS COUNTY IN WRITING.
9. EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION SIGNING ARE TO BE COVERED OR REMOVED AND REINSTALLED AFTER CONSTRUCTION.
10. GRADE CHANGES WITHIN THE TRAVELED LANE OR A VERTICAL CHANGE OF MORE THAN 1" WILL REQUIRE TEMPORARY ACP RAMPS WITH PAPER OR SAND JOINTS AS NEEDED.
11. USE TEMPORARY PAVEMENT MARKERS, BARRIERS, BARRICADES, AND SIGNS AS REQUIRED TO SAFELY DETOUR PEDESTRIAN AND VEHICULAR TRAFFIC AROUND CONSTRUCTION. LABEL TYPE AND LOCATION FOR ALL ITEMS ON TRAFFIC CONTROL PLANS. COORDINATE ACTUAL SIGN LOCATIONS WITH ENGINEER PRIOR TO INSTALLATION.
12. APPROPRIATE METHODS OF PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL, INCLUDING FLAGGERS, SHALL BE UTILIZED BY THE CONTRACTOR TO THE EXTENT DEEMED NECESSARY BY THE TRAFFIC CONTROL SUPERVISOR AND AS APPROVED BY CLACKAMAS COUNTY AND THE ENGINEER TO PROTECT WORKERS OR THIRD PARTIES AND SAFELY ACCOMMODATE TRAFFIC THROUGH THE WORK ZONE.
13. TEMPORARY TRAVEL LANES SHALL BE A MINIMUM OF 10 FEET WIDE.
14. INSTALL PCMS BOARDS AND PROJECT INFORMATION SIGNS PRIOR TO WORK ZONES.
15. ALL TCD, INCLUDING PLACEMENT AND SPACING, SHALL CONFORM TO THE MUTCD, OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK, ODOT/APWA STANDARD SPECIFICATIONS AND APPLICABLE PERMITS.

LEGEND

- 12345 EXISTING PROPERTY ADDRESS
--- -- EXISTING ROW/PROPERTY LINE
--- --- EXISTING EDGE OF ROADWAY/DRIVEWAY
==== EXISTING CENTERLINE STRIPING
+ EXISTING SURVEY MONUMENT BOX
o PROPOSED TRAFFIC LOOP
- - - - SAWCUT

ODOT STANDARD DRAWINGS (2024 SPEC VERSION)

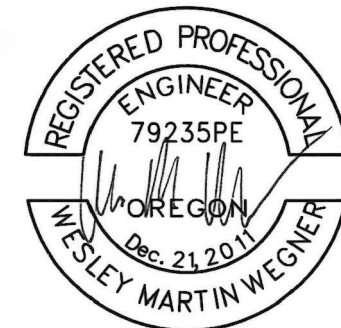
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• RD615 • TM820
• RD701 • TM821
• RD1005 • TM840
• RD1010 • TM841
• RD1032 • TM842
• TM500-504 • TM850
• TM515
• TM517
• TM521
• TM530
• TM531
• TM539
• TM560
• TM561
• TM570
• TM800

ODOT STANDARD DETAILS

- DET4428
• DET4555
• DET4557
• DET4558

COUNTY ROADWAY STANDARD DRAWINGS

- D500
• M100
• M150



EXPIRES: 06/30/2026

GENERAL NOTES & LEGEND

NE AIRPORT ROAD PAVING PACKAGE

CLACKAMAS COUNTY

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



DAN JOHNSON DIRECTOR

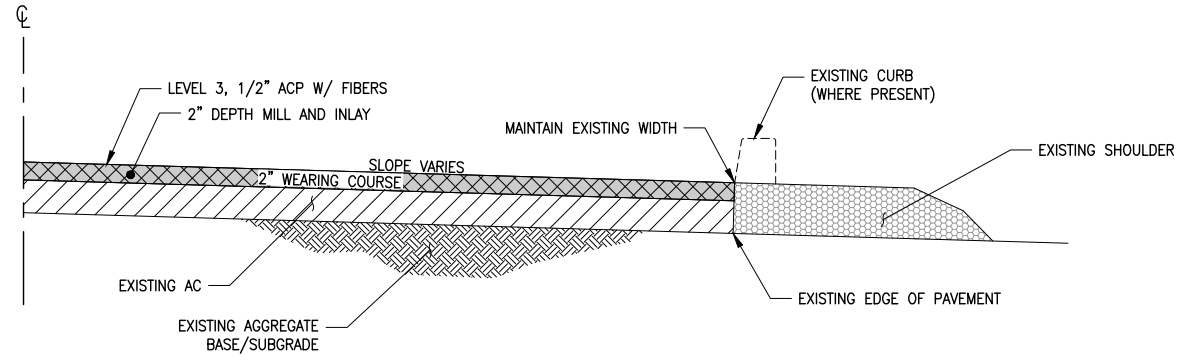
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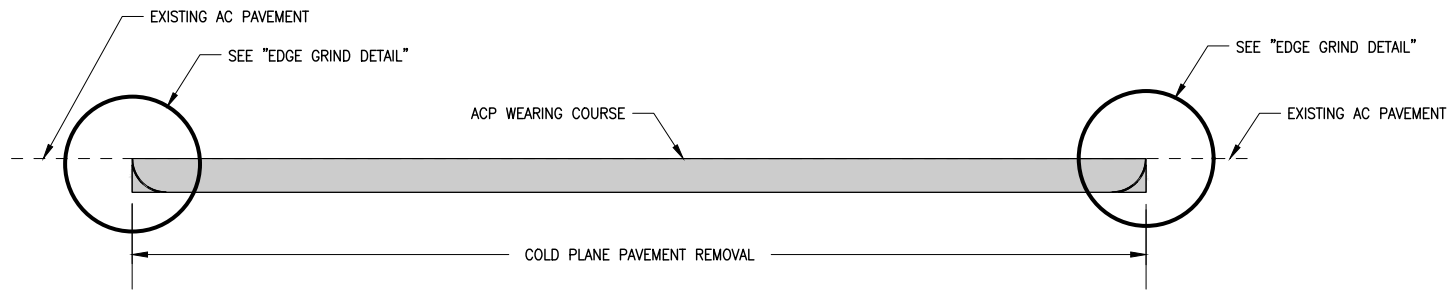
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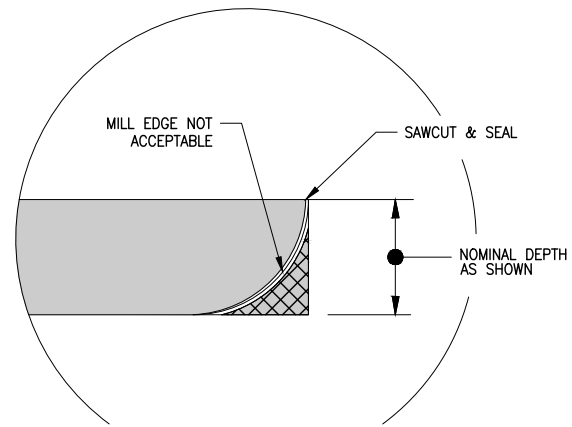
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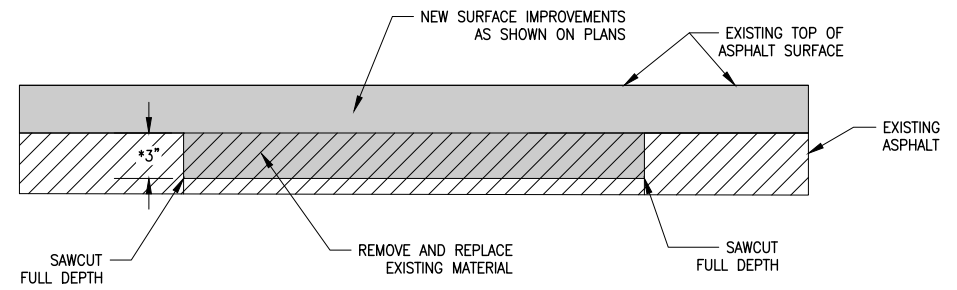
NE AIRPORT ROAD DETAIL
NTS



METHOD OF MATCHING EXISTING ACP INLAY SURFACING
(INLAY TO EXISTING ASPHALT CONCRETE PAVEMENT)
NTS



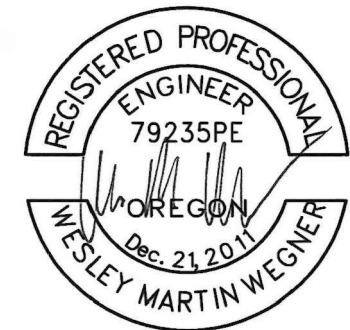
EDGE GRIND DETAIL
NTS



NOTES:

1. FOLLOWING MILLING OPERATIONS, THE ENGINEER WILL IDENTIFY ADDITIONAL REPAIR AREAS BASED ON EVALUATION OF THE MILLED SURFACE.
2. PAYMENT WILL BE PAYMENT IN FULL FOR FURNISHING AND PLACING ALL MATERIALS, AND FOR FURNISHING ALL EQUIPMENT, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SPECIFIED.
3. ACP WILL BE PAID FOR ACCORDING TO 00744.90
4. NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR SAW CUTTING, EXCAVATION, COLD PLANE PAVEMENT REMOVAL, AGGREGATE, AND WATER.
5. *ALL SURFACES SHALL BE GROUND AND PAVED BACK DURING THE SAME SHIFT.

3" ASPHALT CONCRETE REPAIR DETAIL
NTS



EXPIRES: 06/30/2026

TYPICAL SECTIONS
NE AIRPORT ROAD
PAVING PACKAGE

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



DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: NB/CK
CHECKED BY: DB

REVISIONS

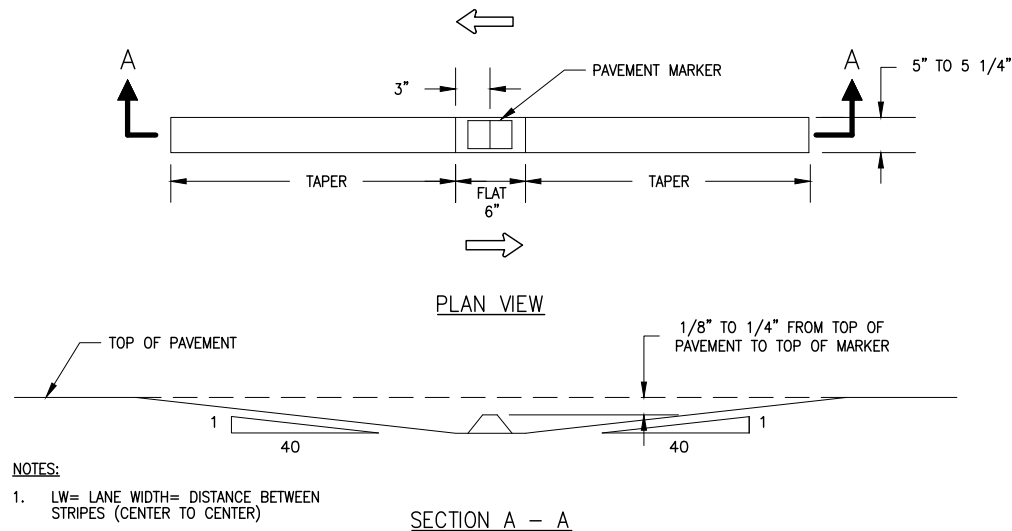
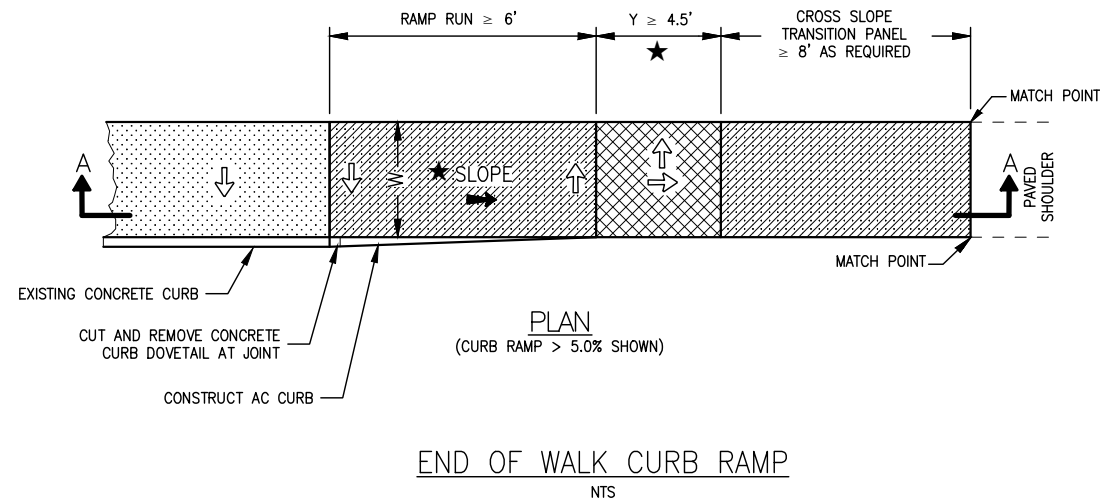
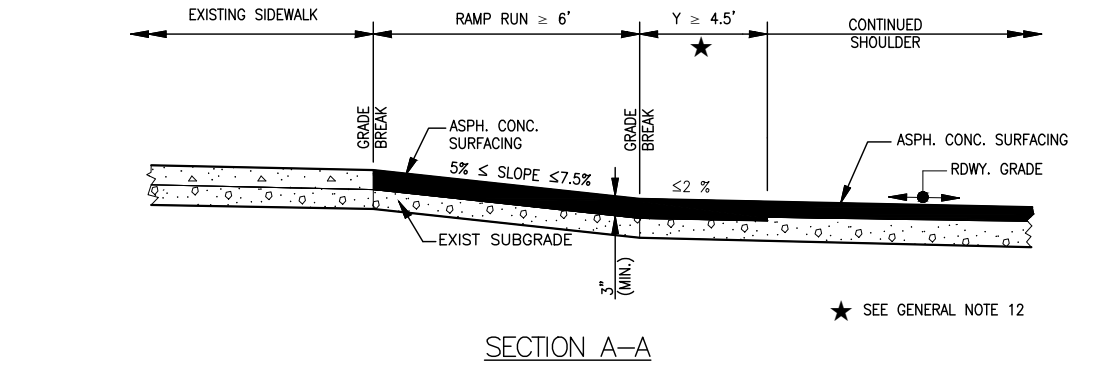
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DATE: 07/2024 PROJECT NO.: CI-3-24351

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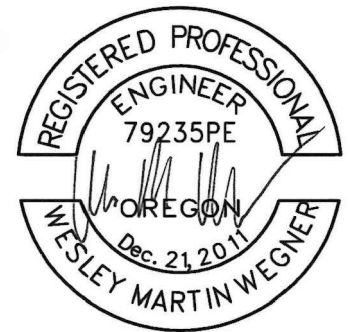


LEGEND:

- SIDEWALK
- TRANSITION PANEL
- LEVEL AREA (TURNING SPACE/LANDING)
UNOBSTRUCTED 4.5' X 4.5'
WITH OBSTRUCTION 4.5' X 5.5' (LONGER DIMENSION IN DIRECTION OF PEDESTRIAN STREET CROSSING).
FOR THE PURPOSES OF THIS APPLICATION, A MAX. 2.0% FINISHED SURFACE SLOPE (FOR DRAINAGE) MEASURED PERPENDICULAR IN TWO DIRECTIONS IS CONSIDERED LEVEL.
- CROSS SLOPE 1.5% MAX.
(MAX. 2.0% FINISHED SURFACE SLOPE)
(NORMAL SIDEWALK CROSS SLOPE)
- RUNNING SLOPE 7.5% MAX.
(MAX. 8.3% FINISHED SURFACE SLOPE)

GENERAL NOTES:

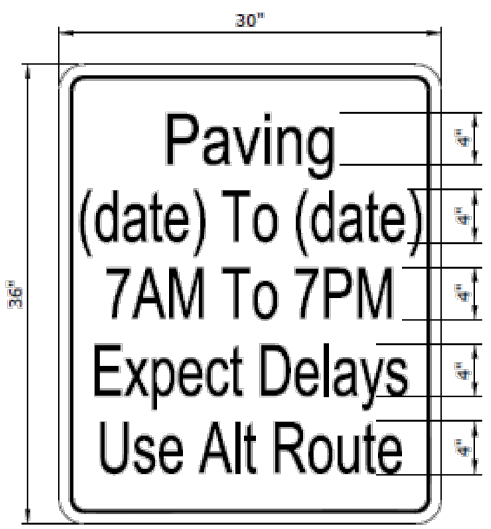
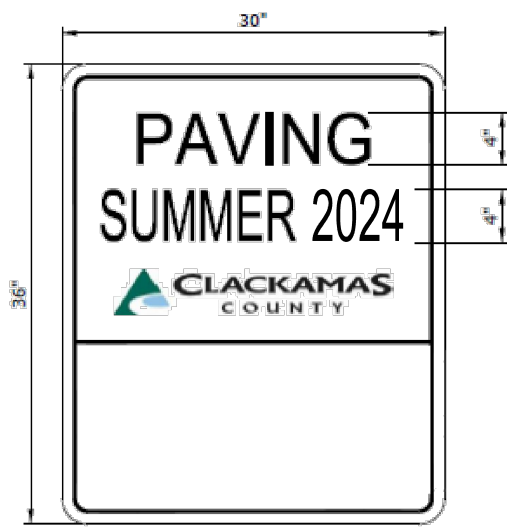
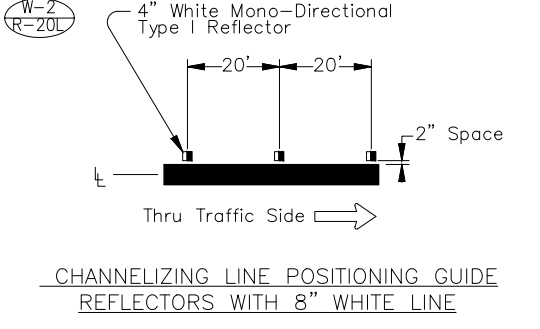
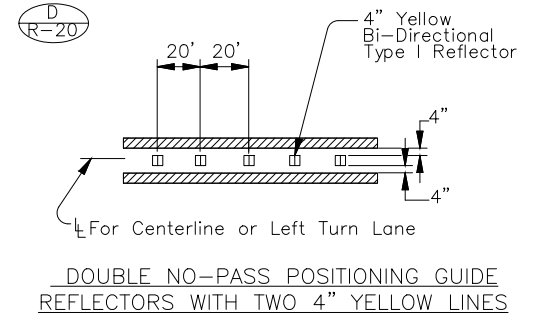
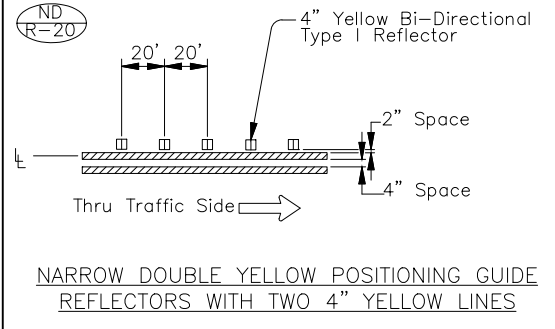
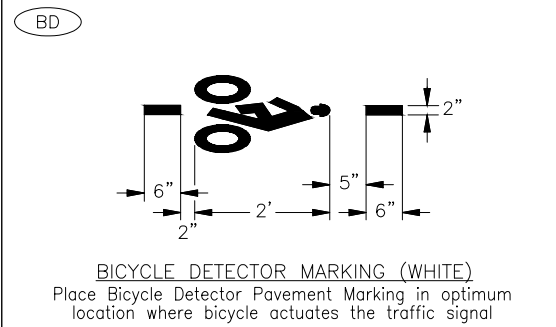
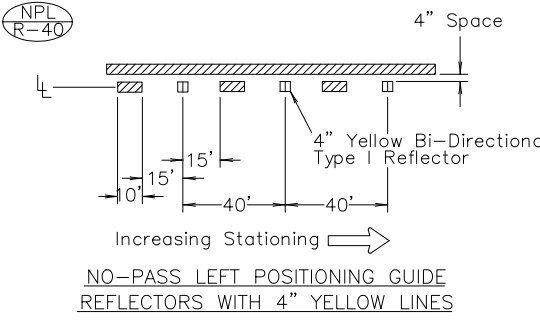
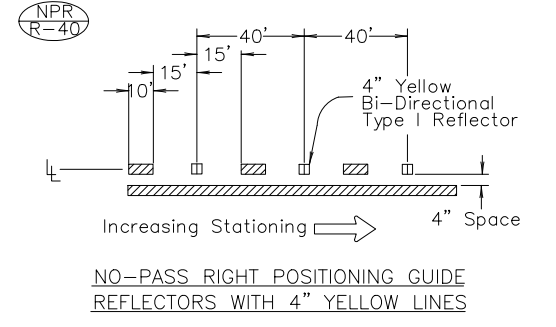
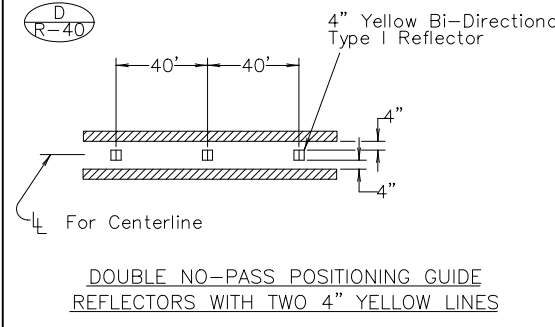
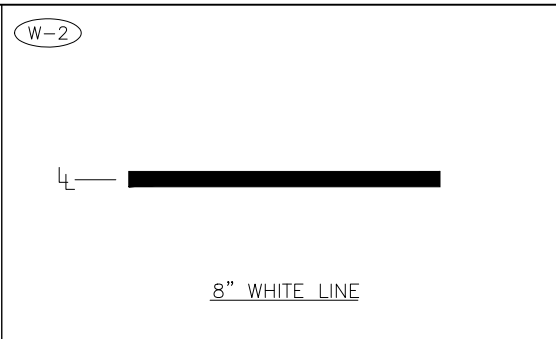
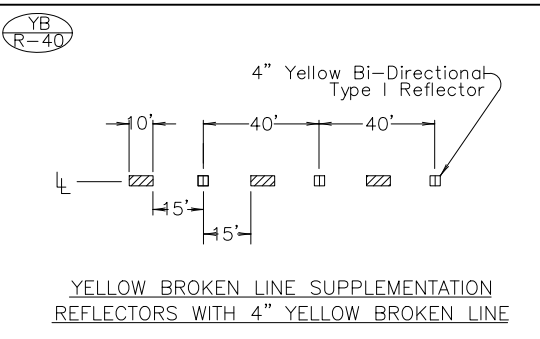
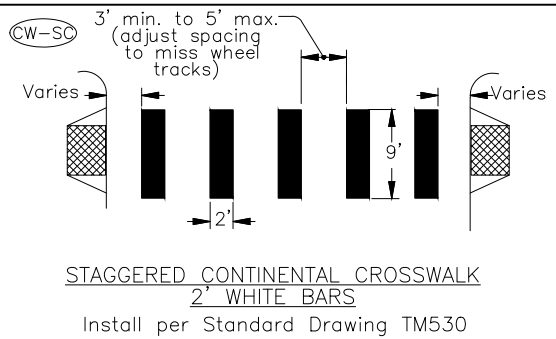
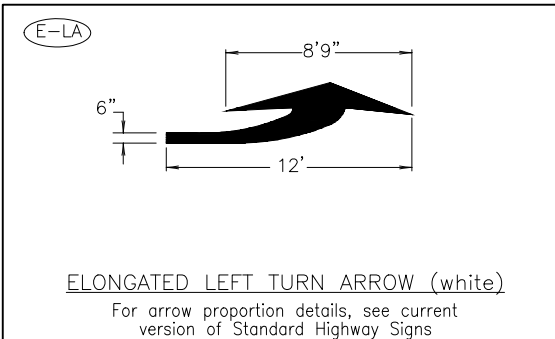
1. CURB RAMP DETAILS ARE BASED ON APPLICABLE ODOT STANDARDS.
2. THIS DETAIL BASED ON STD. DWG. RD952.
3. SEE PROJECT PLANS FOR DETAILS NOT SHOWN.
SEE STD. DWGS. RD700 & RD701 FOR CURBS.
SEE STD. DWGS. RD720 & RD721 FOR SIDEWALKS.
SEE STD. DWG. RD722 FOR TRANSITION PANEL DETAILS.
4. CURB RAMP SLOPES SHOWN ARE RELATIVE TO THE TRUE LEVEL HORIZON (ZERO BUBBLE).
5. GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMP RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF RAMP RUNS AND TURNING PASSES. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
6. WHEN THE SLOPE OF THE RAMP RUN IS GREATER THAN 5.0%, A MIN. LANDING SPACE OF 4.5' X 4.5' WITH A 1.5% MAX. SLOPE (2.0% FINISHED SURFACE) IS REQUIRED AT THE BOTTOM OF THE CURB RAMP. SEE SECTION A-A.



EXPIRES: 06/30/2026

DETAILS I	
NE AIRPORT ROAD PAVING PACKAGE	
<p>CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045</p>	<p>DIRECTOR DAN JOHNSON</p>
<p>DESIGNED BY: WW</p> <p>DRAFTED BY: NB/CK</p> <p>CHECKED BY: DB</p>	<p>PROJECT NO.: CI-3-24351</p> <p>DATE: 07/2024</p>
<p>NO. DATE:</p>	<p>REVISIONS</p>
<p>Sheet No. 4</p>	

P:\15\1574A 2024 PAVING PKG\500 DWG\501 PLAN SHEETS\TYPICAL SECTIONS - AIRPORT RD.DWG 7/18/2024 8:22 AM



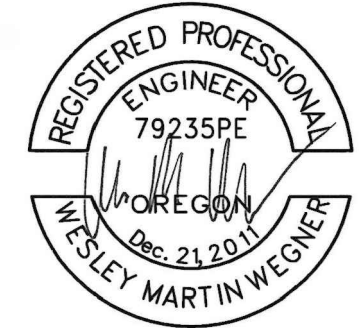
- SIGN NOTES:**
1. SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.
 2. TEXT FONT TO BE FHWA C.
 3. COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE: [HTTP://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE](http://web1.clackamas.us/pga/logo.html#GUIDE)
 4. CONTRACTOR'S APPROVED SCHEDULE TO DETERMINE DATES ON PROJECT NOTIFICATION SIGN.

TEMPORARY PROJECT SIGN DETAILS
 NTS



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

PILOT CAR SIGN
 NTS

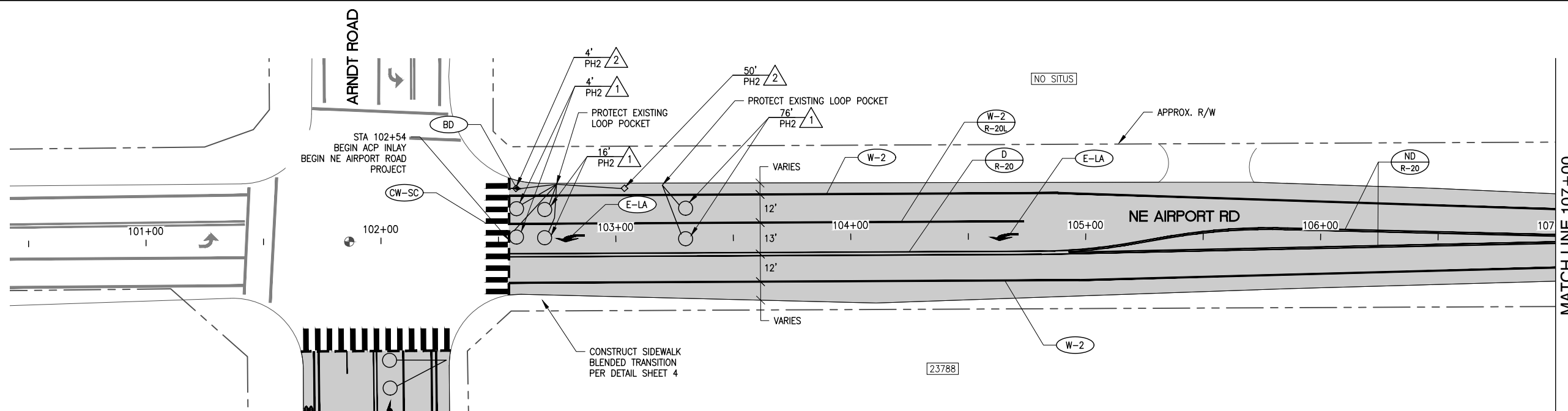


EXPIRES: 06/30/2026

DETAILS II	
NE AIRPORT ROAD PAVING PACKAGE	
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	
DAN JOHNSON DIRECTOR	
DESIGNED BY: WW	DRAFTED BY: NB/CK
CHECKED BY: DB	
NO. DATE:	
REVISIONS	
Sheet No.	5

PROJECT NO.: CI-3-24351
 DATE: 07/2024

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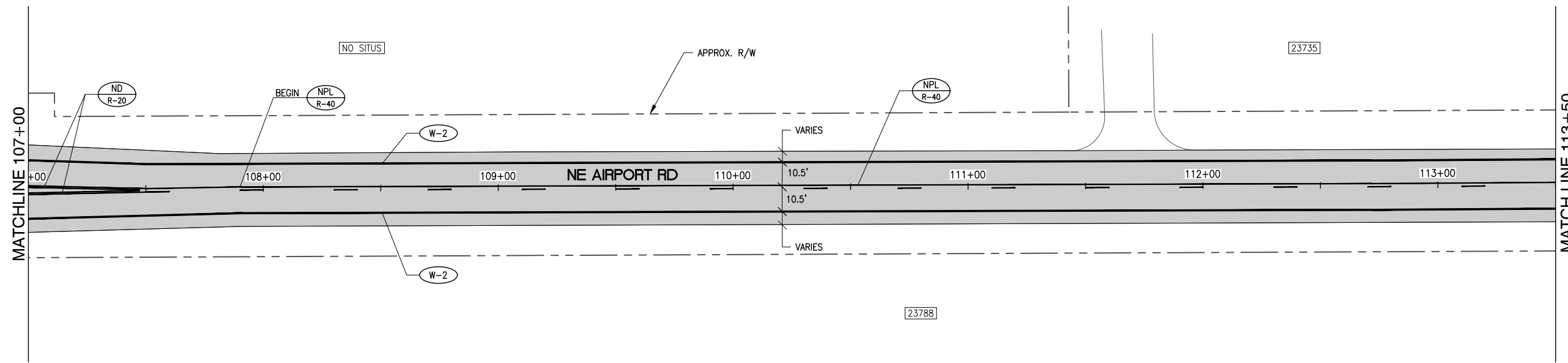


SEE WORKSITE 1 PLANS FOR CONTINUATION

PLAN
1"=50'



LEVEL 3, 1/2" ACP GRIND AND INLAY W/ FIBERS



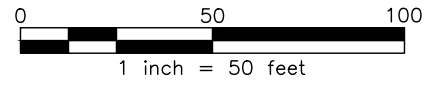
PLAN
1"=50'



LEVEL 3, 1/2" ACP GRIND AND INLAY W/ FIBERS

VEHICLE DETECTION LOOP KEY NOTES

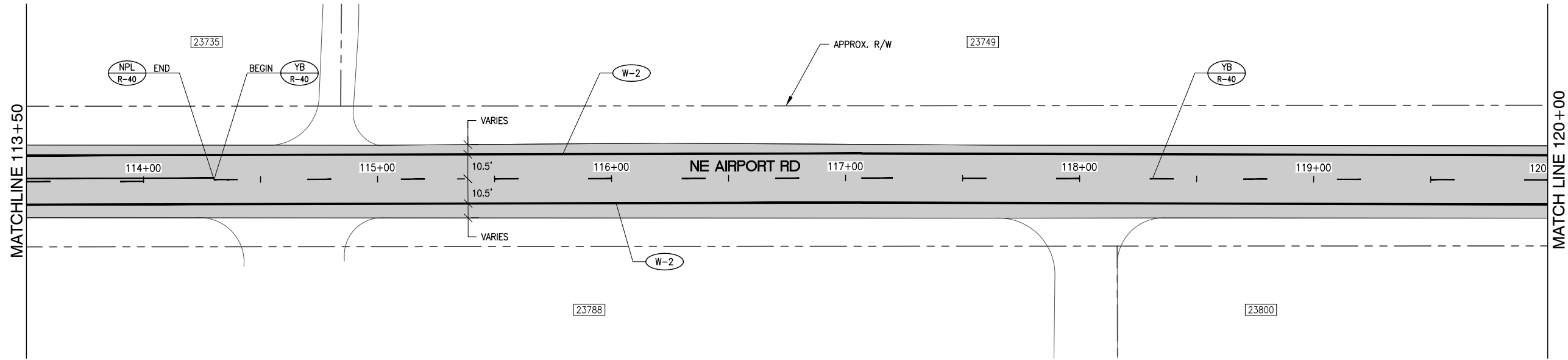
- 1 REPLACE VEHICLE DETECTOR LOOP IF DAMAGED WITH NEW 6-FT ROUND DETECTOR LOOP IN APPROVED LOCATION FOLLOWING WEARING COURSE CONSTRUCTION PER ODOT STANDARD DETAIL 4428. COORDINATE WITH MARION COUNTY TRAFFIC SIGNAL STAFF (DON ALEXANDER, 503-365-3169) PRIOR TO ALL DETECTOR LOOP REMOVAL AND REPLACEMENT WORK. CENTER OF LOOP DISTANCE FROM CROSSWALK OR STOP BAR SHOWN. PHASE AS SHOWN.
- 2 REPLACE BICYCLE DETECTOR LOOP IF DAMAGED WITH NEW 30-INCH DIAMOND DETECTOR LOOP IN APPROVED LOCATION FOLLOWING WEARING COURSE CONSTRUCTION PER ODOT STANDARD DETAIL 4428. COORDINATE WITH MARION COUNTY TRAFFIC SIGNAL STAFF (DON ALEXANDER, 503-365-3169) PRIOR TO ALL DETECTOR LOOP REMOVAL AND REPLACEMENT WORK. CENTER OF LOOP DISTANCE FROM CROSSWALK OR STOP BAR SHOWN. PHASE AS SHOWN.



EXPIRES: 06/30/2026

NE AIRPORT ROAD PLAN I										
NE AIRPORT ROAD PAVING PACKAGE										
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045										
DESIGNED BY: WW DRAFTED BY: NB/CK CHECKED BY: DB	DIRECTOR DAN JOHNSON									
DATE: 07/2024 PROJECT NO.: CI-3-24351										
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NO.	DATE:	REVISIONS								

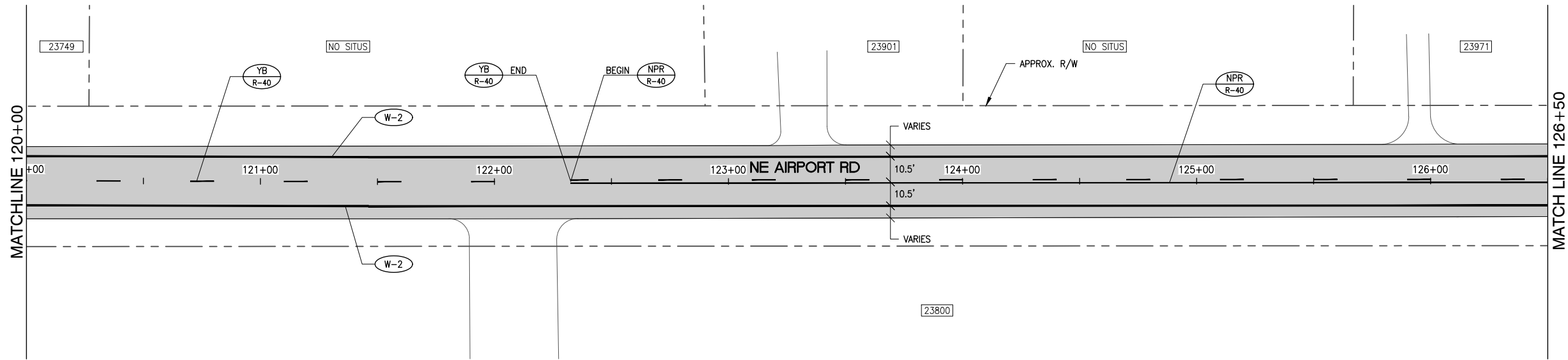
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PLAN
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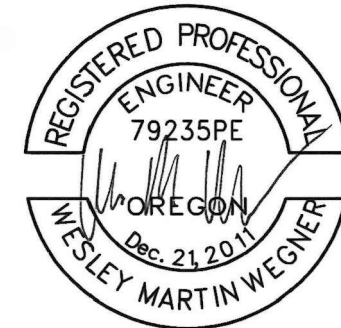
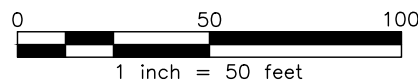
LEVEL 3, 1/2" ACP GRIND AND INLAY W/ FIBERS



PLAN
1"=50'



LEVEL 3, 1/2" ACP GRIND AND INLAY W/ FIBERS



EXPIRES: 06/30/2026

NE AIRPORT ROAD PLAN II
NE AIRPORT ROAD
PAVING PACKAGE

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

DAN JOHNSON
DIRECTOR

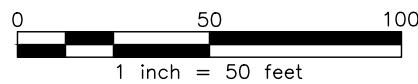
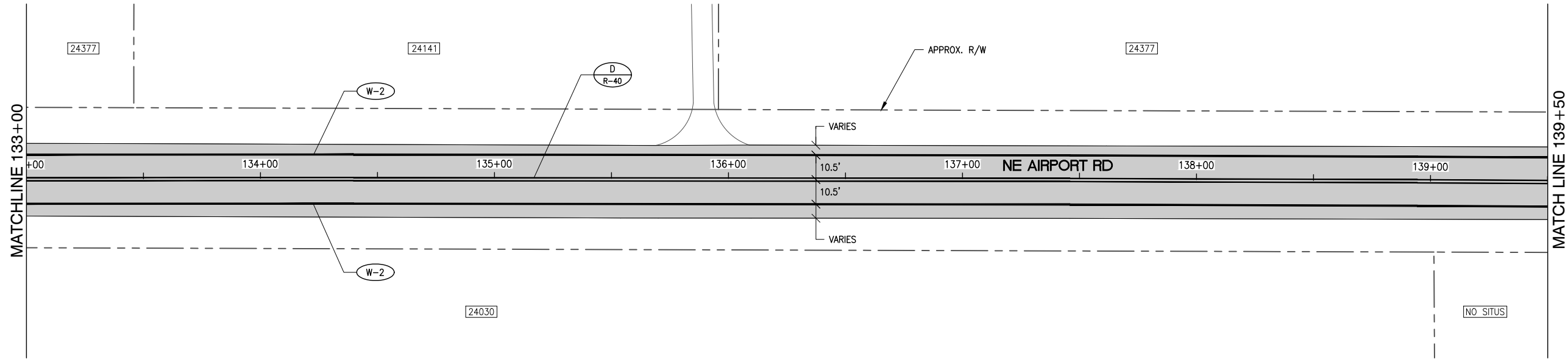
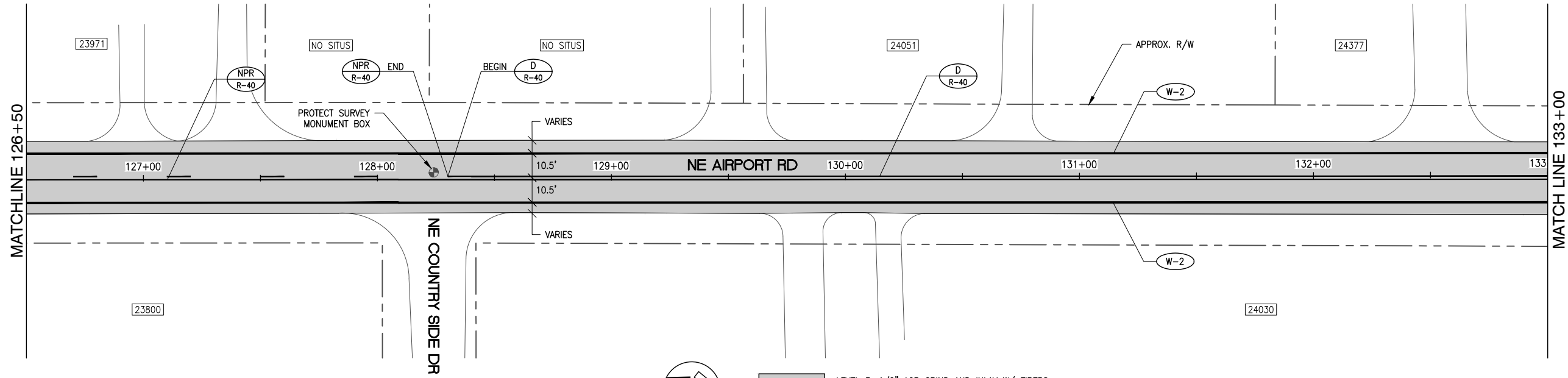
NO.	DATE	DESIGNED BY:	DRAFTED BY:	CHECKED BY:
		WW	NB/CK	DB

REVISIONS

Sheet No. 7

DATE: 07/2024 PROJECT NO.: CI-3-24351

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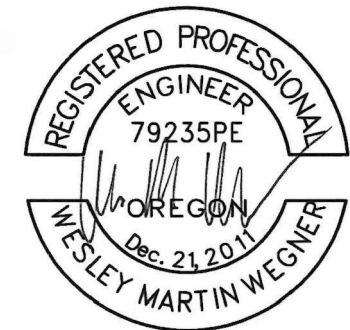


PLAN
1"=50'

LEVEL 3, 1/2" ACP GRIND AND INLAY W/ FIBERS

PLAN
1"=50'

LEVEL 3, 1/2" ACP GRIND AND INLAY W/ FIBERS



EXPIRES: 06/30/2026

NE AIRPORT ROAD PLAN III

NE AIRPORT ROAD
PAVING PACKAGE

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



DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
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CHECKED BY: DB

REVISIONS

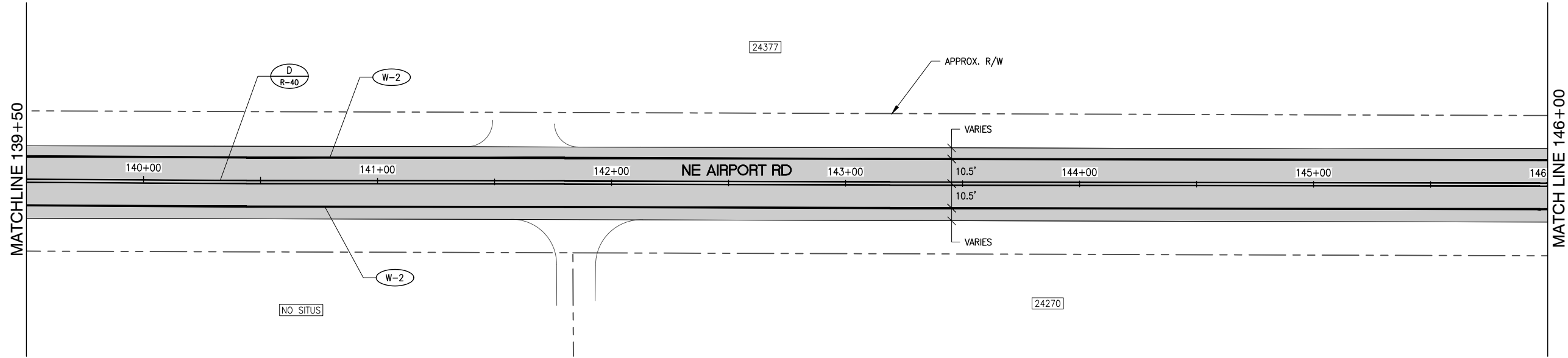
NO.	DATE:	DESCRIPTION:

Sheet No.

8

DATE: 07/2024 PROJECT NO.: CI-3-24351

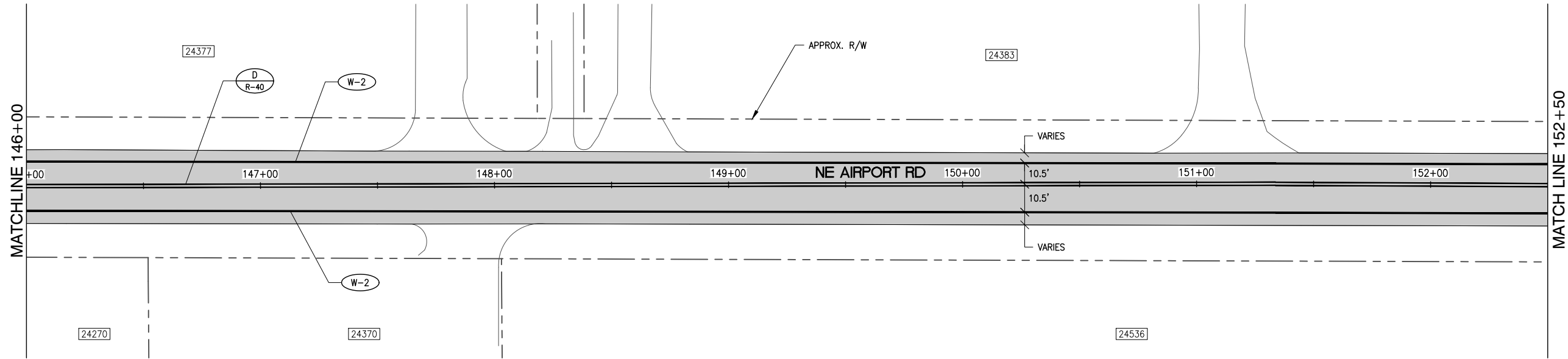
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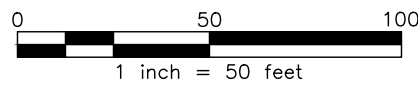
LEVEL 3, 1/2" ACP GRIND AND INLAY W/ FIBERS



PLAN
1"=50'



LEVEL 3, 1/2" ACP GRIND AND INLAY W/ FIBERS



EXPIRES: 06/30/2026

NE AIRPORT ROAD PLAN IV

NE AIRPORT ROAD
PAVING PACKAGE

DATE: 07/2024 PROJECT NO.: CI-3-24351

CLACKAMAS COUNTY

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



DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: NB/CK
CHECKED BY: DB

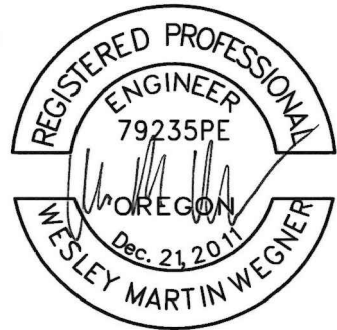
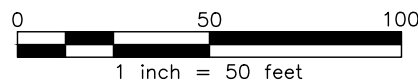
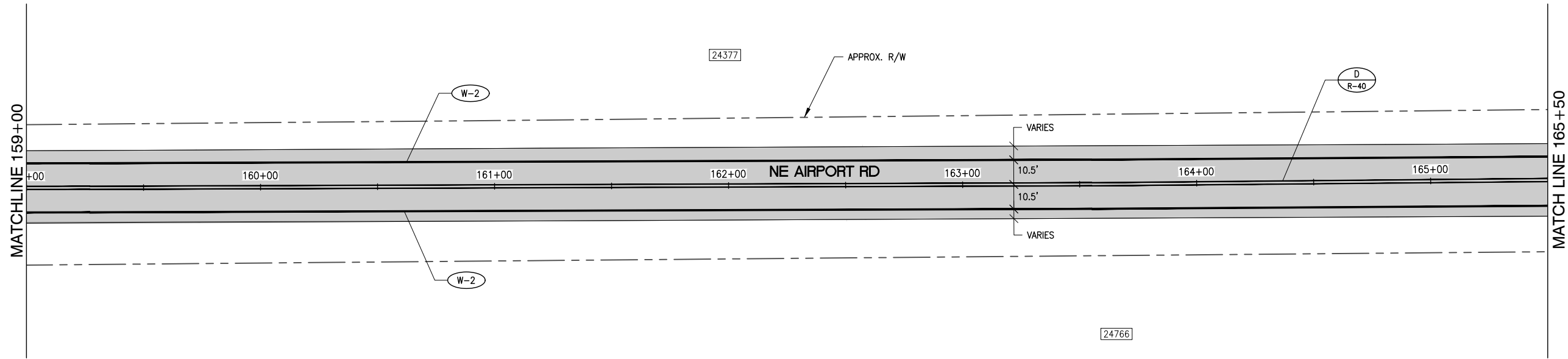
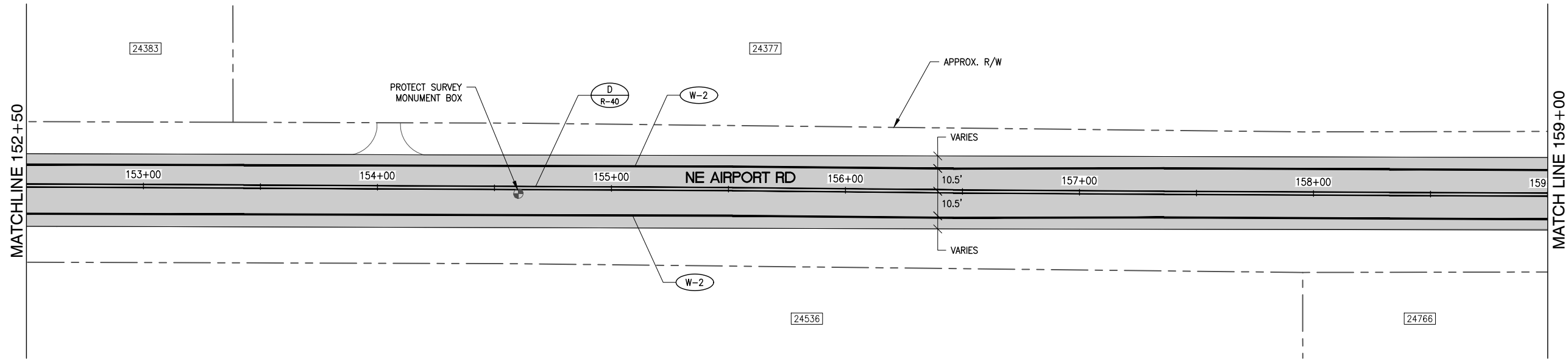
REVISIONS

NO.	DATE:

Sheet No.

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EXPIRES: 06/30/2026

NE AIRPORT ROAD PLAN V

NE AIRPORT ROAD
PAVING PACKAGE

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



DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
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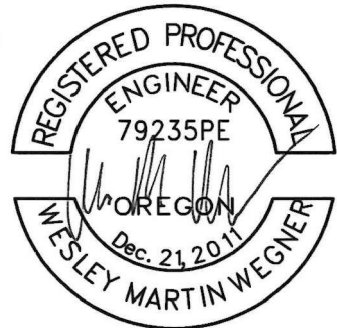
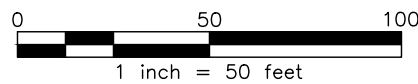
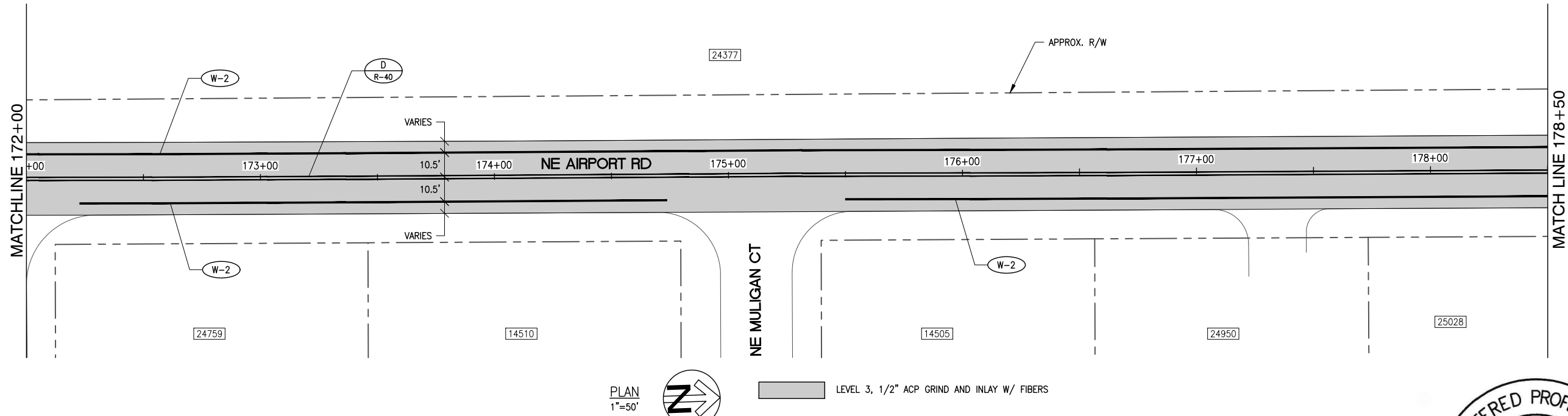
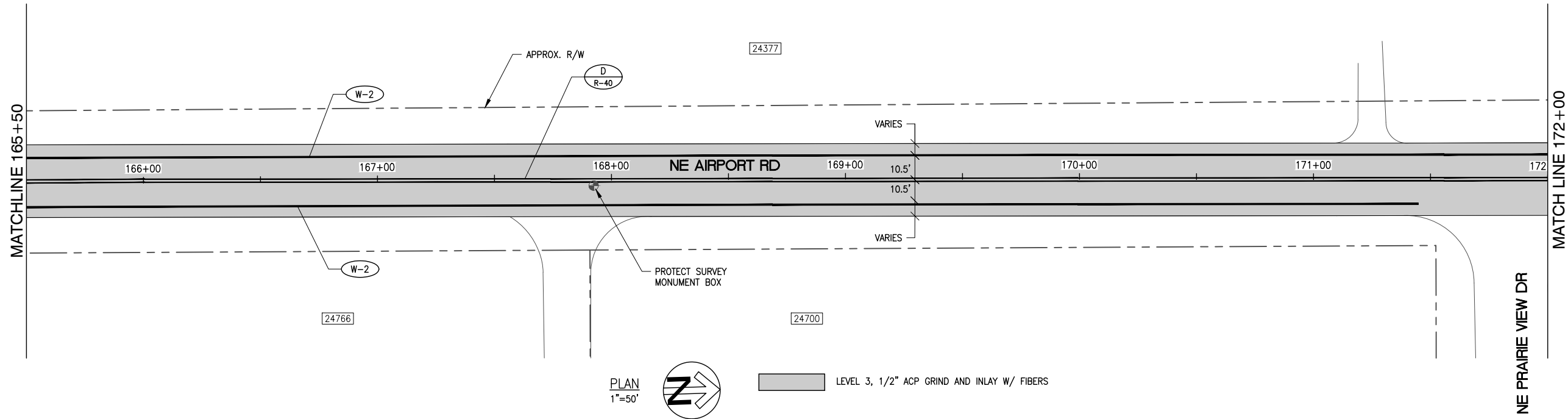
REVISIONS

NO.	DATE:

Sheet No. 10

DATE: 07/2024 PROJECT NO.: CI-3-24351

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EXPIRES: 06/30/2026

NE AIRPORT ROAD PLAN VI

NE AIRPORT ROAD
PAVING PACKAGE

CLACKAMAS COUNTY

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



DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: NB/CK
CHECKED BY: DB

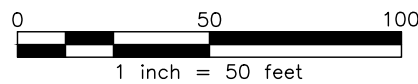
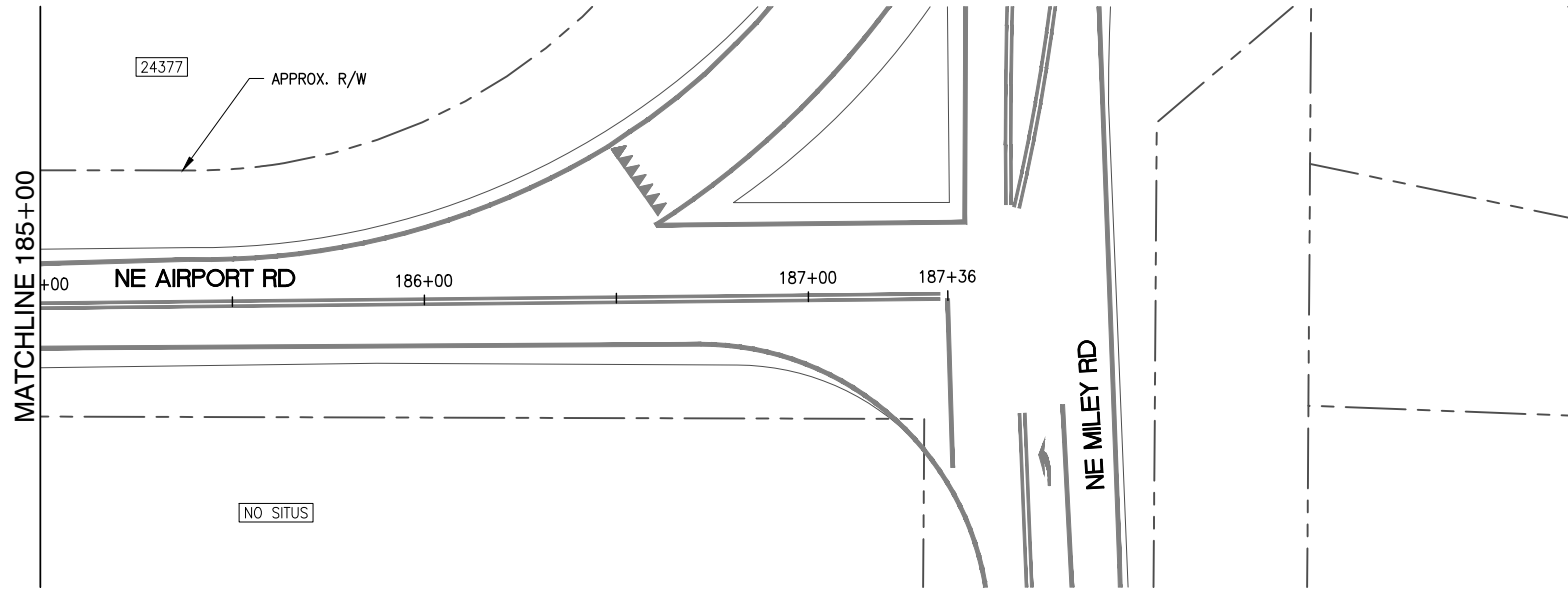
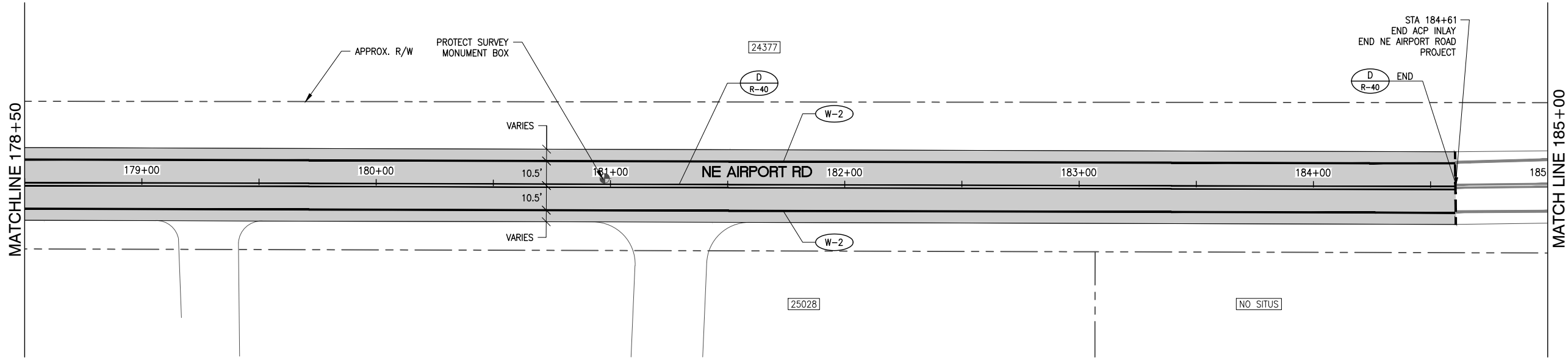
REVISIONS

NO.	DATE:

Sheet No.

11

DATE: 07/2024 PROJECT NO.: CI-3-24351

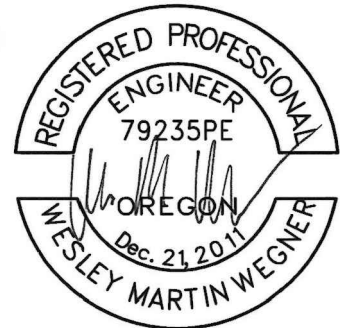


PLAN
1"=50'



LEVEL 3, 1/2" ACP GRIND AND INLAY W/ FIBERS

PLAN
1"=50'



EXPIRES: 06/30/2026

NE AIRPORT ROAD PLAN VII

NE AIRPORT ROAD
PAVING PACKAGE

DATE: 07/2024 PROJECT NO.: CI-3-24351

CLACKAMAS COUNTY

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



DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: NB/CK
CHECKED BY: DB

REVISIONS

NO.	DATE:	DESCRIPTION:

Sheet No.

12



INVITATION TO BID #2024-70
Arndt Road/Airport Road Paving Package
ADDENDUM NUMBER 1
August 29, 2024

On August 14, 2024, Clackamas County (“County”) published Invitation to Bid #2024-70 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. The Bid Due Date is hereby changed from September 4, 2024 at 2:00pm to **September 11, 2024 at 2:00PM**
2. **Remove and replace the Bid Schedule with the attached titled Addendum #1 Arndt Road/Airport Road Paving Package Bid Schedule.**
Note – the bid items listed below have changed:

- Changed the Unit and Quantity of Item #113.

Attachments:

- Addendum #1 Arndt Road/Airport Road Paving Package Bid Schedule
-

Worksite #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
100	00180	WORKPLACE HARASSMENT PREVENTION PLAN	LS	1		
101	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	\$ 40,000.00	\$ 40,000.00
102	00210	MOBILIZATION	LS	1		
103	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR NE ARNDT RD	LS	1		
104	00222	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	5		
105	00222	TEMPORARY PROJECT INFORMATION SIGNS	SF	30		
106	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	1,000		
107	00280	EROSION CONTROL	LS	1		
108	00290	POLLUTION CONTROL PLAN	LS	1		
<i>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</i>						\$
ROADWORK						
109	00310	ASPHALT PAVEMENT SAW CUTTING	LF	100		
110	00310	REMOVAL OF GUARDRAIL	LS	1		
<i>ROADWORK - SUBTOTAL</i>						\$
DRAINAGE AND SEWERS						
111	00480	DRAINAGE CURBS	LF	1,600		
112	00490	ADJUSTING CATCH BASINS	EA	3		
<i>DRAINAGE AND SEWERS - SUBTOTAL</i>						\$
BRIDGES						
113	00501	BRIDGE REMOVAL WORK (ASPHALTIC PLUG JOINT)	LS	1		
114	00585	ASPHALTIC PLUG JOINT SEALS	LF	126		
115	00585	ASPHALTIC PLUG JOINT SEAL MATERIAL	CY	1		
116	00585	BRIDGE END PANEL JOINTS	LF	84		
<i>BRIDGES - SUBTOTAL</i>						\$

Worksite #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
BASES						
117	00620	COLD PLANE PAVEMENT REMOVAL, 2-2.5 INCH DEEP	SQYD	33,000		
118	00641	COLD PLANE PAVEMENT REMOVAL, 2.5-4 INCH DEEP	SQYD	4,480		
119	00641	AGGREGATE SHOULDERS (1-1/2"-0)	TON	800		
120	00641	AGGREGATE APPROACH: AGGREGATE BASE	TON	50		
BASES - SUBTOTAL						\$
WEARING SURFACES						
121	00744	LEVEL 3, 1/2 INCH ACP	TON	8,500		
122	00748	3 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SY	890		
123	00748	16 INCH SUBGRADE STABILIZATION REPAIR	SY	220		
124	00749	EXTRA FOR ASPHALT APPROACHES	EA	21		
WEARING SURFACES - SUBTOTAL						\$
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES						
125	00810	GUARDRAIL TRANSITION	EA	6		
126	00810	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	LF	2,100		
127	00810	GUARDRAIL TERMINALS, NON-FLARED, TEST LEVEL 3	EA	16		
128	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	220		
129	00855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS, RECESSED	EA	10		
130	00857	GAP PATTERN RUMBLE STRIPS	MI	4		
131	00866	DRIBBLE LINE, SPRAYED, SURFACE	LF	37,100		
132	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	LF	67,100		
133	00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EA	12		
134	00867	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EA	5		
135	00867	PAVEMENT BAR, TYPE B-HS	SF	250		
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL						\$

Worksite #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
136	00990	DETECTOR INSTALLATION, S ARNDT RD AND AIRPORT RD NE (EAST LEG)	LS	1		
137	00990	DETECTOR INSTALLATION, S ARNDT RD AND S KNIGHTS BRIDGE RD	LS	1		
<i>PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS - SUBTOTAL</i>						\$
WORKSITE #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD) PAVING PROJECT TOTAL						\$

Alternate 1: Worksite 21 - NE AIRPORT RD (NE ARNDT TO NE MILEY ROAD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
201	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	\$ 20,000.00	\$ 20,000.00
202	00210	MOBILIZATION	LS	1		
203	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR NE AIRPORT RD	LS	1		
204	00222	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	5		
205	00222	TEMPORARY PROJECT INFORMATION SIGNS	SF	30		
206	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	1,000		
207	00280	EROSION CONTROL	LS	1		
208	00290	POLLUTION CONTROL PLAN	LS	1		
<i>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</i>						\$
ROADWORK						
209	00310	ASPHALT PAVEMENT SAW CUTTING	LF	100		
<i>ROADWORK - SUBTOTAL</i>						\$
BASES						
210	00620	COLD PLANE PAVEMENT REMOVAL, 2 INCH DEEP	SQYD	29,200		
<i>BASES - SUBTOTAL</i>						\$

NE Arndt Road/NE Airport Road Paving Package

Summer 2024

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Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
WEARING SURFACES						
211	00744	LEVEL 3, 1/2 INCH ACP W/ FIBERS	TON	3,400		
212	00748	3 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SQYD	590		
213	00749	EXTRA FOR ASPHALT RAMPS	EA	1		
<i>WEARING SURFACES - SUBTOTAL</i>						\$
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES						
214	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	220		
215	00855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS, RECESSED	EA	15		
216	00866	DRIBBLE LINE, SPRAYED, SURFACE	LF	24,800		
217	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	LF	47,600		
218	00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EA	1		
219	00866	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EA	2		
220	00867	PAVEMENT BAR, TYPE B-HS	EA	180		
<i>PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL</i>						\$
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
221	00990	DETECTOR INSTALLATION, S ARNDT RD AND AIRPORT RD NE (NORTH LEG)	LS	1		
<i>PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS - SUBTOTAL</i>						\$
ALTERNATE 1: WORKSITE #2 - AIRPORT RD NE (NE ARNDT RD TO NW MILEY RD) PAVING PROJECT TOTA						\$

WORKSITE TOTALS	
WORKSITE #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD) PAVING PROJECT TOTAL	\$
Alternate 1: WORKSITE #2 - AIRPORT RD NE (NE ARNDT RD TO NW MILEY RD) PAVING PROJECT TOTAL	\$
NE ARNDT ROAD/NE AIRPORT ROAD PAVING PACKAGE TOTAL	\$

Total Price _____ Dollars and
_____ Cents

Name of Firm _____

Name (Print) _____

Signature _____
Date



INVITATION TO BID #2024-70
Arndt Road/Airport Road Paving Package
ADDENDUM NUMBER 2
September 11, 2024

On August 14, 2024, Clackamas County (“County”) published Invitation to Bid #2024-70 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. **Remove and replace the Bid Schedule with the attached titled Addendum #1 Arndt Road/Airport Road Paving Package Bid Schedule.**

Note – the bid item listed below have changed:

- Changed the Unit of Item #220 from ‘EA’ to ‘SF’.

Note: The existing bid form from addendum #1 may be used by crossing out EA and writing in ‘SF’

Attachments:

- Addendum #2 Arndt Road/Airport Road Paving Package Bid Schedule
-

Worksite #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
100	00180	WORKPLACE HARASSMENT PREVENTION PLAN	LS	1		
101	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	\$ 40,000.00	\$ 40,000.00
102	00210	MOBILIZATION	LS	1		
103	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR NE ARNDT RD	LS	1		
104	00222	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	5		
105	00222	TEMPORARY PROJECT INFORMATION SIGNS	SF	30		
106	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	1,000		
107	00280	EROSION CONTROL	LS	1		
108	00290	POLLUTION CONTROL PLAN	LS	1		
<i>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</i>						\$
ROADWORK						
109	00310	ASPHALT PAVEMENT SAW CUTTING	LF	100		
110	00310	REMOVAL OF GUARDRAIL	LS	1		
<i>ROADWORK - SUBTOTAL</i>						\$
DRAINAGE AND SEWERS						
111	00480	DRAINAGE CURBS	LF	1,600		
112	00490	ADJUSTING CATCH BASINS	EA	3		
<i>DRAINAGE AND SEWERS - SUBTOTAL</i>						\$
BRIDGES						
113	00501	BRIDGE REMOVAL WORK (ASPHALTIC PLUG JOINT)	LS	1		
114	00585	ASPHALTIC PLUG JOINT SEALS	LF	126		
115	00585	ASPHALTIC PLUG JOINT SEAL MATERIAL	CY	1		
116	00585	BRIDGE END PANEL JOINTS	LF	84		
<i>BRIDGES - SUBTOTAL</i>						\$

Worksite #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
BASES						
117	00620	COLD PLANE PAVEMENT REMOVAL, 2-2.5 INCH DEEP	SQYD	33,000		
118	00641	COLD PLANE PAVEMENT REMOVAL, 2.5-4 INCH DEEP	SQYD	4,480		
119	00641	AGGREGATE SHOULDERS (1-1/2"-0)	TON	800		
120	00641	AGGREGATE APPROACH: AGGREGATE BASE	TON	50		
BASES - SUBTOTAL						\$
WEARING SURFACES						
121	00744	LEVEL 3, 1/2 INCH ACP	TON	8,500		
122	00748	3 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SY	890		
123	00748	16 INCH SUBGRADE STABILIZATION REPAIR	SY	220		
124	00749	EXTRA FOR ASPHALT APPROACHES	EA	21		
WEARING SURFACES - SUBTOTAL						\$
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES						
125	00810	GUARDRAIL TRANSITION	EA	6		
126	00810	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	LF	2,100		
127	00810	GUARDRAIL TERMINALS, NON-FLARED, TEST LEVEL 3	EA	16		
128	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	220		
129	00855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS, RECESSED	EA	10		
130	00857	GAP PATTERN RUMBLE STRIPS	MI	4		
131	00866	DRIBBLE LINE, SPRAYED, SURFACE	LF	37,100		
132	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	LF	67,100		
133	00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EA	12		
134	00867	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EA	5		
135	00867	PAVEMENT BAR, TYPE B-HS	SF	250		
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL						\$

Worksite #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
136	00990	DETECTOR INSTALLATION, S ARNDT RD AND AIRPORT RD NE (EAST LEG)	LS	1		
137	00990	DETECTOR INSTALLATION, S ARNDT RD AND S KNIGHTS BRIDGE RD	LS	1		
<i>PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS - SUBTOTAL</i>						\$
WORKSITE #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD) PAVING PROJECT TOTAL						\$

Alternate 1: Worksite 21 - NE AIRPORT RD (NE ARNDT TO NE MILEY ROAD)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
201	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	\$ 20,000.00	\$ 20,000.00
202	00210	MOBILIZATION	LS	1		
203	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE FOR NE AIRPORT RD	LS	1		
204	00222	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	5		
205	00222	TEMPORARY PROJECT INFORMATION SIGNS	SF	30		
206	00225	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EA	1,000		
207	00280	EROSION CONTROL	LS	1		
208	00290	POLLUTION CONTROL PLAN	LS	1		
<i>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</i>						\$
ROADWORK						
209	00310	ASPHALT PAVEMENT SAW CUTTING	LF	100		
<i>ROADWORK - SUBTOTAL</i>						\$
BASES						
210	00620	COLD PLANE PAVEMENT REMOVAL, 2 INCH DEEP	SQYD	29,200		
<i>BASES - SUBTOTAL</i>						\$

NE Arndt Road/NE Airport Road Paving Package

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Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
WEARING SURFACES						
211	00744	LEVEL 3, 1/2 INCH ACP W/ FIBERS	TON	3,400		
212	00748	3 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SQYD	590		
213	00749	EXTRA FOR ASPHALT RAMPS	EA	1		
<i>WEARING SURFACES - SUBTOTAL</i>						\$
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES						
214	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	220		
215	00855	MONO-DIRECTIONAL WHITE TYPE 1AR MARKERS, RECESSED	EA	15		
216	00866	DRIBBLE LINE, SPRAYED, SURFACE	LF	24,800		
217	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	LF	47,600		
218	00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EA	1		
219	00866	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EA	2		
220	00867	PAVEMENT BAR, TYPE B-HS	SF	180		
<i>PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL</i>						\$
PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS						
221	00990	DETECTOR INSTALLATION, S ARNDT RD AND AIRPORT RD NE (NORTH LEG)	LS	1		
<i>PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS - SUBTOTAL</i>						\$
ALTERNATE 1: WORKSITE #2 - AIRPORT RD NE (NE ARNDT RD TO NW MILEY RD) PAVING PROJECT TOTA						\$

WORKSITE TOTALS	
WORKSITE #1 - NE ARNDT RD (NE AIRPORT RD TO S KNIGHTS BRIDGE RD) PAVING PROJECT TOTAL	\$
Alternate 1: WORKSITE #2 - AIRPORT RD NE (NE ARNDT RD TO NW MILEY RD) PAVING PROJECT TOTAL	\$
NE ARNDT ROAD/NE AIRPORT ROAD PAVING PACKAGE TOTAL	\$

Total Price _____ Dollars and
_____ Cents

Name of Firm _____

Name (Print) _____

Signature _____
Date