



DAN JOHNSON  
DIRECTOR

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

May 2, 2024

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

Board of County Commissioners  
Clackamas County

**Approval of a Public Improvement Contract with N8 Holmlund, Inc. for the 362nd Paved Shoulders & Safety Improvement Project. Contract value is \$1,653,153 for 14 months. Funding through Community Road Funds, Oregon House Bill 2017 Safety Funds and Transportation System Development Charges. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	04/30/2024: Request for Consent 10/21/2021: BCC Approval of contract with HHP, Inc.		
<b>Performance Clackamas</b>	The project will build a strong infrastructure and ensure safe, healthy and secure communities.		
<b>Counsel Review</b>	Yes, Andrew Naylor	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Bob Knorr	<b>Contact Phone</b>	503-742-4680

**EXECUTIVE SUMMARY:** Paved shoulders and safety improvements are needed on both sides of the road on 362nd Avenue from Skogan Road to OR211, south and west of the City of Sandy. The existing shoulders are very narrow and steep and safety improvements include widening and paving the existing shoulders and adding flashing beacons at the intersections of SE Deming Road, SE Skogan Road, and SE Colorado Road.

The contract will be funded through Community Road Funds (51.27 percent), Transportation System Development Charges (25.69 percent) and HB2017 Safety Funds (23.04 percent). Construction is expected to be completed by the end of October with the contract ending June 30, 2025 to allow for seeding establishment.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on January 11, 2024 through Invitation to Bid 2024-08. Bid Proposals were publicly opened on March 7, 2024 and the County received four (4) bids in response. After review of the Bid Proposals, contracting with N8 Holmlund, Inc. was determined to be in the best interest of the county based upon the evaluation of the bids.

For Filing Use Only

**RECOMMENDATION:** Staff respectfully recommends the Board of County Commissioners approve and sign this contract with N8 Holmlund, Inc. for the 362<sup>nd</sup> Paved Shoulders & Safety Improvement Project.

Respectfully submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation & Development



**CLACKAMAS COUNTY**  
**PUBLIC IMPROVEMENT CONTRACT**  
Contract #9355

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 **N8 Holmlund, 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: # 2024-08 362nd Paved Shoulders & Safety Improvement Project**

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

The Contractor, in consideration of the sum of **One Million Six Hundred Fifty-Three Thousand One Hundred Fifty-Three Dollars (\$1,653,153.00)** (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

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the **Special Provisions for Construction Department of Transportation and Development, 362<sup>nd</sup> Paved Shoulders & Safety Improvements.** (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 George Wells 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 Robert Knorr 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:** George Wells shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

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

**Project Engineer:** Brittany Mayes 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: October 25, 2024

FINAL COMPLETION DATE: June 30, 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 \$800 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 closures beyond the limits listed in 00220.40(e), as set forth in 00180.85. (c).

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

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

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

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

**Signature page to follow.**

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

Contractor DATA:  
**N8 Holmlund, Inc.**  
**1200 SE 282<sup>nd</sup> Ave**  
**Gresham, Oregon 97080**

Contractor CCB # 186472    Expiration Date: 2/24/2025  
Oregon Business Registry # 589549-92    Entity Type: DBC

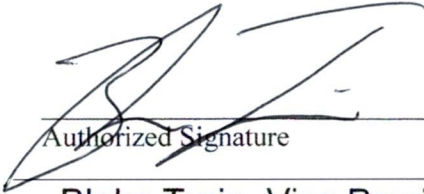
State of Formation: Oregon



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.

N8 Holmlund, Inc.

Clackamas County



04/10/24

Authorized Signature

Date

Chair

Date

**Blake Turin Vice President**  
Name / Title Printed

Recording Secretary

APPROVED AS TO FORM



04/11/2024

County Counsel

Date



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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

**INVITATION TO BID #2024-08**  
**362nd Paved Shoulders & Safety Improvement Project**  
**February 7, 2024**

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **362nd Paved Shoulders & Safety Improvement Project** until **March 7, 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-C01010-00009408.

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: \$1,741,000.00

**Contact Information**

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

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

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Earthwork and Drainage (EART)**

**State Prevailing Wage**

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

listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

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

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



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bid Form relates to Bids on a specific Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name: #2024-08 362nd Paved Shoulders & Safety Improvement Project**

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

1. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Earthwork and Drainage (EART)**
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/87061111090>

Meeting ID: 870 6111 1090

One tap mobile

+16699006833,,87061111090# US (San Jose) 17193594580,,87061111090# 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

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

Meeting ID: 870 6111 1090

Find your local number: <https://clackamascounty.zoom.us/j/kd6E4Zlre>

**\*\*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: N8 Holmlund Inc

Total Contract Amount: \$1,653,153.00

Project Name: # 2024-08 362nd Paved Shoulders & Safety Improvement Project

<b>DOW BIDDER WILL SELF-PERFORM (GFE not required)</b>	
Earthwork	Removal Of Structures & Obstructions
Aggregate Base	
Strom Drainage	
Clearing & Grubbing	

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

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <b>correct legal name</b> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List <b>ALL</b> DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
<b>Name</b> Brothers Concrete Cutting <b>Address</b> 1721 Fescue St SE <b>City/St/Zip</b> Albany OR 97322 <b>Phone#</b> (541)928-2502 <b>OCCB#</b> 48661	Saw Cutting	\$18,350.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> High Quality Traffic Control LLC <b>Address</b> 15400 Libby LN <b>City/St/Zip</b> Jefferson OR 97352 <b>Phone#</b> (503)949-8656 <b>OCCB#</b> 233615	Traffic Control	\$85,680.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> O'Bunco Engineering <b>Address</b> 33650 6th Ave S STE <b>City/St/Zip</b> Federal Way, WA 98003 <b>Phone#</b> (425)451-7300 <b>OCCB#</b>	Survey	\$27,695.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> Kerr Contractors <b>Address</b> P.O Box 1060 <b>City/St/Zip</b> Woodburn OR 97071 <b>Phone#</b> (971)216-0050 <b>OCCB#</b> 72599	Pavement Milling	\$23,313.63	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Prime Contractor Name: N8 Holmlund Inc  
 Project Name: # 2024-08 362nd Paved Shoulders & Safety Improvement Project

Total Contract Amount: \$1,653,153.00

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List <b>ALL</b> DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
<b>Name</b> Anderson Erosion Control <b>Address</b> P.O Box 205 <b>City/St/Zip</b> Junction City, OR 97448 <b>Phone#</b> (541)998-2062 <b>OCCB#</b> 86436	Erosion Control	\$38,984.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> Jim Turin & Sons Enterprises <b>Address</b> P.O Box 175 <b>City/St/Zip</b> Welches OR, 97067 <b>Phone#</b> (503)663-5237 <b>OCCB#</b> 235370	Asphalt	\$560,350.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> Prairie Electric <b>Address</b> 27050 NE 10th Ave <b>City/St/Zip</b> Ridgefield WA, 98642 <b>Phone#</b> (360)573-2750 <b>OCCB#</b> 60178	Electrical	\$134,528.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> Hicks Striping & Curbing <b>Address</b> P.O Box 9127 <b>City/St/Zip</b> Salem OR, 97303 <b>Phone#</b> (503)364-4577 <b>OCCB#</b> 240403	Striping	\$48,038.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> <b>Address</b> <b>City/St/Zip</b> <b>Phone#</b> <b>OCCB#</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> <b>Address</b> <b>City/St/Zip</b> <b>Phone#</b> <b>OCCB#</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> <b>Address</b> <b>City/St/Zip</b> <b>Phone#</b> <b>OCCB#</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Prime Contractor: N8 Holmlund Inc

Project: # 2024-08 362nd Paved Shoulders & Safety Improvement Project

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (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>>)	
Coria Landscape	Landscape	2/20/2024			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Andersons Erosion Control	Landscape	2/20/2024			<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	\$38,984.00		
Cascadian Landscapers	Landscape	2/20/2024			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Fox Erosion Control	Landscape	2/20/2024			<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	\$49,870		
All City Paving	Paving	2/20/2024			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Wakeview Construction	Paving	2/20/2024			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Alamo Paving Co	Paving	2/20/2024			<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  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor:

Project: # 2024-08 362nd Paved Shoulders & Safety Improvement Project

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (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>>)	
Chick of All Trades LLC	Flagging	2/20/2024			<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	\$92,880		
D&H Flagging	Flagging	2/20/2024			<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	\$100,756		
NW Traffic Control	Flagging	2/20/2024			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
A+ Flagging	Flagging	2/20/2024			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Brothers Concrete Cutting	Sawcutting	2/20/2024			<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	\$18,330		
Fritz Cutting & Coring	Sawcutting	2/20/2024			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Gageit Construction	Signage	2/20/2024			<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  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor:

Project: # 2024-08 362nd Paved Shoulders & Safety Improvement Project

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (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>>)	
B&T	Striping	2/20/2024			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Eagle Striping Services	Striping	2/20/2024			<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  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor:

Project: # 2024-08 362nd Paved Shoulders & Safety Improvement Project

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

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (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>>)	
					<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			
					<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: # 2024-08 362nd Paved Shoulders & Safety Improvement Project

We, N8 Holmlund Inc DBA N8 Excavation, as "Principal,"
(Name of Principal)

and United Fire & Casualty Company, an Iowa 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% )

ten percent of 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. ) 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 6th day of March, 20 24.

Principal: N8 Holmlund Inc DBA N8 Excavation

Surety: Ashley Pietsch
United Fire & Casualty Company

By: [Signature]
Signature

By: Attorney-In-Fact, Ashley Pietsch

Blake Turin, Vice President
Official Capacity

Integrity Insurance & Bonding Inc
Name

Attest: [Signature]
Corporation Secretary

9201 SE 91st Avenue Suite 220
Address

Happy Valley OR 97086
City State Zip

503-777-6655
Phone Fax





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SETH PIETSCH, ASHLEY PIETSCH, KIMBERLY SMITH, NICHOLAS WAECHTER, JASON JORDAN, TALIA ELLISON, JENNIFER LOVANH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 26th day of April, 2024 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

26th day of April, 2022

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President



State of Iowa, County of Linn, ss:

On 26th day of April, 2022, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 6th day of March, 2024.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2024-08 362nd Paved Shoulders & Safety Improvement Project
BID CLOSING: March 7, 2024, 2:00 PM, Pacific Time
BID OPENING: March 7, 2024, 2:05 PM, Pacific Time

FROM: N8 Holmlund Inc
Bidder's Name (must be full legal name, not ABN/DBA)

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

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

- a. An individual; or
b. A partnership registered under the laws of the State of ; or
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 Six Hundred Fifty Three Thousand One Hundred Fifty Three Dollars (\$ 1,653,153.00 )

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 1, inclusive (fill in blanks)

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

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

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for Construction Department of Transportation and Development, 362nd Paved Shoulders

**& Safety Improvements.**

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:

United Fire & Casualty Company  
*(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 186472. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

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

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

the State of Oregon, its Worker's Compensation Insurance provider is Saif,  
Policy No. 797384, 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>George Wells</u>	Cell Phone: <u>(503)956-2497</u>
Project Manager: <u>Shawn Fackrell</u>	Cell Phone: <u>(971)277-0248</u>
Job Superintendent: <u>Eric Byram</u>	Cell Phone: <u>(971)710-2216</u>
Project Engineer: <u>Brittany Mayes</u>	Cell Phone: <u>(503)367-5231</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	<u>N8 Holmlund Inc</u>
ADDRESS	<u>1200 SE 282nd Ave</u> <u>Gresham, OR 97080</u>
TELEPHONE NO	<u>(503)663-5472</u>
EMAIL	<u>Blake.turin@n8excavation.com</u>
SIGNATURE 1)	_____
	Sole Individual
or 2)	_____
	Partner
or 3)	 _____
	Authorized Officer or Employee of Corporation

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

### 362nd Paved Shoulders & Safety Improvements

#### Bid Schedule

January 17, 2024

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>General Conditions</b>						
1	00180	Workplace Harassment Prevention Plan	LS	1	\$500.00	\$500.00
2	00196	Extra Work as Authorized	LS	1	\$ 50,000.00	\$ 50,000.00
<b>Temporary Features and Appurtenances</b>						
3	00210	Mobilization	LS	1	\$82,000.00	\$82,000.00
4	00221	Temporary Work Zone Traffic Control, Complete	LS	1	\$130,000.00	\$130,000.00
5	00280	Erosion Control	LS	1	\$2,500.00	\$2,500.00
6	00280	Construction Entrance, Type 1	EACH	1	\$3,400.00	\$3,400.00
7	00280	Sediment Barrier, Type 2 (Biofilter Bags)	EACH	500	\$6.50	\$3,250.00
8	00280	Sediment Barrier, Type 8 (Compost Filter Sock)	FOOT	4,160	\$7.50	\$31,200.00
9	00290	Pollution Control Plan	LS	1	\$500.00	\$500.00
<b>Roadwork</b>						
10	00305	Construction Survey Work	LS	1	\$32,000.00	\$32,000.00
11	00310	Removal of Structures and Obstructions	LS	1	\$48,300.00	\$48,300.00
12	00320	Clearing and Grubbing	LS	1	\$5,400.00	\$5,400.00
13	00330	Earthwork - Excavation & Embankment	LS	1	\$136,400.00	\$136,400.00
14	00331	12 Inch Subgrade Stabilization	SQYD	1,200	\$40.00	\$48,000.00
15	00350	Subgrade Geotextile	SQYD	3,579	\$1.00	\$3,579.00
<b>Drainage and Sewers</b>						
16	00445	12-inch Storm Sewer Pipe, 0' to 5' Depth, Class "B" Backfill	FOOT	174	\$80.00	\$13,920.00
17	00490	Adjusting Boxes	EACH	2	\$265.00	\$530.00
<b>Bases and Wearing Surfaces</b>						
18	00620	Cold Plane Pavement Removal, 1.5" Deep (for Pre-Level Spot Repair)	SQYD	8,027	\$4.00	\$32,108.00
19	00620	Cold Plane Pavement Removal, 0" to 2" Deep	SQYD	989	\$11.00	\$10,879.00
20	00640	Aggregate Base	TON	2,500	\$42.00	\$105,000.00
21	00640	Aggregate Shoulders	TON	1,000	\$43.00	\$43,000.00
22	00744	Level 3, 1/2 Inch Dense, ACP Mixture (Inlay for Pre-level Spot Repair)	TON	750	\$142.00	\$106,500.00
23	00744	Level 3, 1/2 Inch Dense, ACP Mixture	TON	4,100	\$118.00	\$483,800.00
24	00749	Extra for Asphalt Approaches	EACH	30	\$1,100.00	\$33,000.00
<b>Permanent Traffic Safety and Guidance Devices</b>						
25	00855	Bi-Directional Yellow Type IAR Markers, Recessed	EACH	200	\$16.00	\$3,200.00
26	00857	Gap Pattern Rumble Strips	MILE	1.79	\$2,000.00	\$3,580.00
27	00857	Continuous Rumble Strips	MILE	1.21	\$2,200.00	\$2,662.00
28	00865	Thermoplastic, Extruded, Surface, Non-profiled	FOOT	33,700	\$1.20	\$40,440.00

**362nd Paved Shoulders & Safety Improvements**

**Bid Schedule**

January 17, 2024

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>Permanent Traffic Control and Illumination Systems</b>						
29	00905	Remove Existing Signs	LS	1	\$2,200.00	\$2,200.00
30	00920	Sign Support Footings	LS	1	\$5,000.00	\$5,000.00
31	00930	Perforated Steel Square Tube Slip Base Sign Supports	LS	1	\$5,000.00	\$5,000.00
32	00930	Perforated Steel Square Tube Anchor Sign Supports	LS	1	\$5,000.00	\$5,000.00
33	00940	Signs, Standard Sheeting, Sheet Aluminum	SQFT	152	\$33.00	\$5,016.00
34	00990	Flashing Beacon Installation, Colorado	LS	1	\$33,800.00	\$33,800.00
35	00990	Flashing Beacon Installation, Deming	LS	1	\$80,300.00	\$80,300.00
36	00990	Flashing Beacon Installation, Skogan	LS	1	\$33,800.00	\$33,800.00
<b>Right of Way Development and Control</b>						
37	01012	Vegetated Swale	LS	1	\$15,000.00	\$15,000.00
38	01030	Permanent Seeding	ACRE	0.77	\$5,700.00	\$4,389.00
39	01065	Monument Boxes	EACH	10	\$600.00	\$6,000.00
40	01070	Single Mailbox Support	EACH	4	\$500.00	\$2,000.00
Total					<b>\$1,653,153.00</b>	

PROPOSED COST BID SCHEDULE \$1,653,153.00  
(Numerically)

(INCLUDE EXTRA WORK)

PROPOSED COST BID SCHEDULE One Million Six Hundred Fifty Three Thousand One Hundred Fifty Three  
(Written in Words)

(INCLUDE EXTRA WORK)

COMPANY NAME N8 Holmlund Inc

AUTHORIZED SIGNATURE 







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 10th day of April, 2024.



**PRINCIPAL:** N8 Holmlund Inc DBA N8 Excavation

By: [Signature]  
Signature  
Blake Turin, Vice President  
Official Capacity

Attest: \_\_\_\_\_  
Corporation Secretary



**SURETY:** United Fire & Casualty Company  
*[Add signatures for each if using multiple bonds]*

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

Ashley Pietsch  
Name  
[Signature]  
Signature  
9201 SE 91st Avenue Suite 220  
Address  
Happy Valley OR 97086  
City State Zip  
503-777-6655  
Phone Fax



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

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~~their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.~~

The Authority hereby granted shall expire the 5th day of March, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of March, 2024

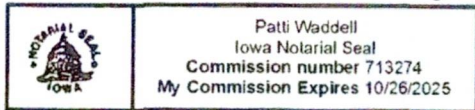
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By:   
 Vice President



State of Iowa, County of Linn, ss:

On 5th day of March, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

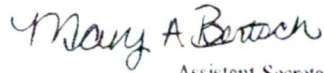


  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 10th day of April, 2024



By:   
 Assistant Secretary,  
 UF&C & UF&I & FPIC



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 54247026
Solicitation: #2024-08
Project Name: 362nd Paved Shoulders & Safety Improvement Project

Table with 3 columns: Surety Name, Bond Amount No., and Amount. Includes entries for United Fire & Casualty Company (Surety #1), (Surety #2)\*, and Total Penal Sum of Bond.

We, N8 Holmlund Inc DBA N8 Excavation, 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 six hundred fifty three thousand one hundred fifty three dollars "\$1,653,153.00" (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 10th day of April, 2024.

**PRINCIPAL:** N8 Holmlund Inc DBA N8 Excavation

By: [Signature]  
Signature

Blake Turin, Vice President

Official Capacity

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

Corporation Secretary



**SURETY:** United Fire & Casualty Company  
*[Add signatures for each if using multiple bonds]*

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

Ashley Pietsch

Name

[Signature]  
Signature

9201 SE 91st Avenue Suite 220

Address

Happy Valley OR 97086

City State Zip

503-777-6655

Phone Fax





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
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This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 5th day of March, 2024

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *[Signature]*  
 Vice President

State of Iowa, County of Linn, ss:

On 5th day of March, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; 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 corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*[Signature]*  
 Notary Public  
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 10th day of April, 2024



By: *[Signature]*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



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

**PROJECT: #2024-08 362nd Paved Shoulders & Safety Improvement Project**

**Project Background:**

Paved shoulders are needed from Skogan Rd. to OR211 near Sandy. This route resides along SE 362nd Dr. between the winding curves near Skogan Rd. and the 362nd/Deming intersection and OR211 to the south. The existing shoulders are very narrow and steep resulting in a safety concern if vehicles veer off the roadway. The project also includes safety countermeasures including striping changes and flashing beacons at Colorado, Deming, and Skogan.

Road improvements will also include mobilization, temporary traffic control, erosion control, construction survey, clearing and grubbing and earthwork, base work, shoulder construction, grading, drainage and vegetated swale, permanent traffic control, signage and signal work, permanent seeding, and asphalt concrete paving wearing surfaces

**Engineers Estimate:** \$1,741,000.00

**Key Dates:**

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

Substantial Completion: October 25, 2024

Final Completion: March 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 CONSTRUCTION- DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT CLACKAMAS COUNTY, OREGON, 362<sup>nd</sup> PAVED SHOULDERS &  
SAFETY IMPROVEMENTS - dated Summer 2024

**SPECIAL PROVISIONS  
FOR CONSTRUCTION**

**DEPARTMENT OF TRANSPORTATION AND  
DEVELOPMENT  
CLACKAMAS COUNTY, OREGON**

**Summer 2024**

Class of Work:  
Asphalt Concrete Paving and Oiling  
**362nd Paved Shoulders & Safety Improvements**

Prepared by:



ENGINEERS ♦ PLANNERS  
LANDSCAPE ARCHITECTS ♦ SURVEYORS



**362nd Paved Shoulders & Safety Improvements**


CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND  
DEVELOPMENT

SPECIAL PROVISIONS

FOR

Asphalt Concrete Paving and Oiling  
362nd Paved Shoulders & Safety Improvements  
SE 362nd Drive  
Clackamas County

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>See PDF for Original Signed Stamp</p>  <p>EXPIRES: 06/30/2024</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project. Modified Special Provisions were prepared by me or under my supervision.</p> <p><u>All sections in Special Provisions</u></p>
--	--

**Harper Houf Peterson Righellis Inc.** – General Civil Engineering Plans including road improvements, utilities, erosion control, storm treatment, temporary and permanent traffic control, and landscape plans. HHPR compiled the specification booklet and provided input or information related to special provisions for the above-mentioned sections of work.

**DKS Associates** – Temporary and permanent traffic control, flashing beacons, signing, pavement markers and markings. DKS Associates provided input or information related to the special provisions for the above-mentioned sections of work.

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## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

The Work to be done under this Contract consists of the following SE 362<sup>nd</sup> Avenue from Highway 211 to Skogan Rd. in Clackamas County:

1. Construct approximately 1.3 miles of asphalt pavement overlay and shoulder aggregate
2. Install Flashing Beacons
3. Perform additional and incidental Work, as called for by the Specifications and Plans.

### **APPLICABLE SPECIFICATIONS**

The Specifications that are applicable to the Work on this Project are the General Conditions for Construction for Clackamas County published by the Agency, which contain Part 00100 General Conditions and the 2021 "Oregon Standard Specifications for Construction," Parts 00200 through 03020, published by the Oregon Department of Transportation which contain the detailed "Technical Specifications".

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the General Conditions or Standard 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 funded Project.

### **CLASS OF WORK**

The Class of Work for this Project is: Asphalt Concrete Paving and Oiling.

## **SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS**

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

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

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

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

#### **00110.10 Abbreviations**

Add the following:

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

#### **00110.20 Definitions**

Add or modify definitions as follows:

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

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

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

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

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

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

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

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

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond

- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 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 Purchasing Department.

**Owner** – Synonymous with Agency.

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

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

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

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

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

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

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

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

## **SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES**

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

**00120.00 Prequalification of Bidders** - Delete and replace with the following:

See Instructions to Bidders.

**00120.01 General Bidding Requirements** – Delete and replace with the following:

See Instructions to Bidders.

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

See Notice of Public Improvement Contract and Instructions to Bidders.

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

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

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

**00120.25 Subsurface Investigations** - Replace the first two sentences of the first paragraph with the following:

The Agency or its consultant has not conducted subsurface or geologic investigations of the Project Site.

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

See Instructions to Bidders.

**00120.40 Preparation of Bids** – Delete and replace this section with the following:

See Instructions to Bidders.

**00120.45 Submittal of Bids** - Delete and replace with:

See Instructions to Bidders.

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

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

See Instructions to Bidders.

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

See Instructions to Bidders.

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

### **SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

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

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

**00130.10 Award of Contract** - Delete and replace with the following:

See Instructions to Bidders.

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



## 362<sup>nd</sup> Paved Shoulders & Safety Improvements

See Instructions to Bidders.

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

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

- The "Oregon Standard Specifications for Construction", 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** - Delete and replace with the following:

See Instructions to Bidders.

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

See Instructions to Bidders.

## **SECTION 00140 - SCOPE OF WORK**

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

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

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

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

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

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work

completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

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

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

### **SECTION 00150 - CONTROL OF WORK**

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

**00150.00 Authority of the Engineer** – Delete and 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 section.

**00150.10 Coordination of Contract Documents**

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

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

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;

## 362<sup>nd</sup> Paved Shoulders & Safety Improvements

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

The Engineer will perform the Agency responsibilities described in the ODOT Construction Surveying Manual for Contractors, Chapter 1.5 (see Section 00305).

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

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

- Perform earthwork slope staking including intersections and matchlines and set stakes defining limits for clearing which approximate right-of-way and easements.
- Inform the Engineer of any property corners monuments and/or survey markers that are not shown on the plans and are found during construction activities prior to disturbing the monuments. Allow the Agency 2 Work days for referencing all found markers before they are removed. Monuments that are noted on the plans to be protected and are disturbed by the Contractor's activities shall be replaced by the Contractor's surveyor at the Contractor's expense.

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

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

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

- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Maintain and re-establish utility location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;

## 362<sup>nd</sup> Paved Shoulders & Safety Improvements

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility; and
- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues.

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

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

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**

<b>Utility</b>	<b>Contact Person's Name, Address, Email, and Phone Number</b>
Portland General Electric	Tyler Bettis, Assoc. DPM 1705 NE Burnside Rd Gresham, OR 97030 <a href="mailto:tyler.bettis@pgn.com">tyler.bettis@pgn.com</a> Office: (503) 612-2944 Cell: (503) 676-4706
Astound Broadband Construction	Jeff McConville, Construction PM 36653 US-26 Sandy, OR 97055 <a href="mailto:jeffrey.mcconville@astound.com">jeffrey.mcconville@astound.com</a> Office: (866) 928-3123 Cell: (503) 318-9804

ZiPLY Fiber	Scott Binney, Outside Plant Engineer 150 NW 20th St., Gresham, OR 97030 <a href="mailto:scott.binney@ziPLY.com">scott.binney@ziPLY.com</a> Office: 503.643.0371 Cell: 971.416.6552
K&B Technical Solutions For Lumen (National)	Matt Oliver, Project Manager 6566 SE Lake Rd., Suite F Milwaukie, OR 97222 <a href="mailto:Matt.Oliver@kbmail.net">Matt.Oliver@kbmail.net</a> Cell: 925.984.3385

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 might 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 videotape showing private property, if any, which may be disturbed during construction.

**SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

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

**SECTION 00165 - QUALITY OF MATERIALS**

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

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

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

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

The County follows the NTMAG on its projects.

## SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

**00170.00 General** - Replace the first sentence of the first paragraph in this section with the following:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders, and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work.

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

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

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

Add the following subsection:

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

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

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

<b>Insurance Coverages</b>	<b>Combined Single Limit per Occurrence</b>	<b>Annual Aggregate Limit</b>
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.

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- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Harper Houf Peterson Righellis Inc, officers, agents, and employees

**00170.70(h) Agency Acceptance** – Delete the paragraph in this section and replace with the following:

All insurance and insurance providers are subject to Agency acceptance. In addition, all of the following are subject to Agency acceptance and, if requested by Agency, the Contractor shall provide complete copies of the following to Agency’s representatives responsible for verification of the insurance coverages required by the Contract: insurance policies, endorsements, self-insurance documents and related insurance documents.

**00170.72 Indemnity/Hold Harmless** - Add the following paragraph and bullets to the end of this subsection:

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

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Harper Houf Peterson Righellis Inc. and its officers, agents, and employees

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

### SECTION 00180 - PROSECUTION AND PROGRESS

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

**00180.06 Assignment of Funds Due Under the Contract** - Delete first bulleted item.

**00180.21 Subcontracting** - Add the following to subsection (a):

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

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

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

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

Add the following subsection:

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Contract Completion Time .....	00180.50(h)
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic.....	00744.51

The Contractor shall 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 A 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 shall be in a format agreed upon by the Contractor and the Engineer.

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

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

Submit the following during the preconstruction conference unless otherwise directed:

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

A representative of each subcontractor shall be required to attend the pre-construction conference.

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



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

Add the following subsection:

**00180.50(h) Contract Time** - There is one Contract Time on this Project as follows:

- (1) Complete all Work to be done under the Contract, except for seeding establishment, not later than October 25, 2024.

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

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

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

There is one daily amounts of liquidated damages on this Project as follows:

Liquidated damages for failure to complete the Work on time required by 00180.50(h-1) will be \$ 800 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:

**00180.88 Workplace Harassment Prevention Plan** – Submit a workplace harassment prevention plan for review 10 days before the preconstruction conference:

- A Contractor-developed workplace harassment prevention plan to ensure all workers, regardless of their identity or status, are guaranteed a safe and respectful work environment. The plan applies, but is not limited to, a worker's race, ethnicity, color, national origin, gender identity, gender expression, sex, sexual orientation, religion, marital or familial status, age, mental or physical disability (as defined by the Americans with Disabilities Act and state law), former incarceration, immigrant status, or veteran status.
- A description of how the plan will be implemented and monitored during the project duration.
- A list of the in-person training that will be conducted for workers of all ranks working on the project.
- 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.

Post on the jobsite and make available that rights of workers on the site for:

- a) participation in positive jobsite trainings and
- b) copies of policies about hate, intimidation, or harassment including how to report and how to receive support. Materials will be provided in languages inclusive of the workforce.

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

**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.

## **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

Comply with Section 00190 of the General Conditions for Construction for Clackamas County 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(g) Agency-Provided Weigh Technician:** Delete and replace subsection (g) with the following:

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

**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.

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

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

## SECTION 00195 - PAYMENT

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

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

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

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

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

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

Significant is defined as:

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

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

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

**00195.50(a) Progress Payments** - 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)(1) Progress Estimates** - Delete the first sentence and replace with the following:

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

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

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

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

**00195.50 (b) Retainage** - Delete the first paragraph and replace with:

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

**00195.50(c) Forms of Retainage** – Delete first paragraph and replace with:

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

Delete and replace paragraph (2) with the following:

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

**00195.50(d) Release of Retainage** – Delete this section and replace with the following:

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

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

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

## **SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the Standard Specifications supplemented and/or modified as follows:

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

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

### **SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00197 of the Standard Specifications.

### **SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with 00170.00.

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

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

### **SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

### **SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

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

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.

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

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

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

- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area" detail shown on the Standard Drawings (TM850). Protect longitudinal and transverse Pavement joints by placing and maintaining an asphalt concrete wedge according to 00221.07(c)(1).

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



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

**00221.07(c) Asphalt Concrete** – Add the following subsection:

**(3) Rumble Strips** – Protect traffic by grinding and inlaying existing longitudinal rumble strips before staging traffic across them. Grind and inlay existing rumble strips according to the "Existing Rumble Strip Removal" detail shown on the Standard Drawings. Use Level 2, 1/2 inch ACP, or as directed.

**00221.88 Measurement, Method "B"** – Under this method, no measurement of quantities will be made.

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

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

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

**00221.98 Payment, Method "B"** – Replace the paragraph beginning "Payment will be payment in full..." with the following:

Payment will be payment in full for furnishing, installing, moving, operating, maintaining, inspecting, and removing Materials and TCD, and for furnishing all Equipment, labor, and incidentals necessary to complete the Work as specified in Sections 00220, 00221, 00222, 00223, 00224, 00225, 00226, 00227, and 00228.

Payment also includes installation of temporary lane markers installed following completion of paving but prior to installation of rumble strips or permanent striping.

## **SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

Comply with Section 00222 of the Standard Specifications.

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

- Install a 54-inch "TRUCKS LEAVING HIGHWAY XXXX FT" sign in advance of each entrance point to the Work Area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings. Install a 54-inch "TRUCKS ENTERING HIGHWAY XXXX FT" sign in advance of each exit point from the Work Area at sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on SE 362<sup>nd</sup> Drive, according to the "TCD Spacing Table" shown on the

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Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.

- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of  $(A \div 2)$  according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- When the existing centerline striping on SE 362<sup>nd</sup> Drive is obliterated, do the following:
  - Place a "NO CENTER LINE" (W8-12) sign with a 24 by 18-inch "NEXT \_\_ MILES" (W7-3aP) rider, approximately 2,500 feet in advance of each end of the Project.
  - Place a "DO NOT PASS" (R4-1) sign on each side of the Roadway at the beginning of each existing no passing zone.
  - Place a "PASS WITH CARE" (R4-2) sign on the right side of the Roadway at the end of each existing no passing zone. If the length between no passing zones is 1,300 feet or less, do not install the "PASS WITH CARE" signs. Cover the "PASS WITH CARE" signs with a non-transparent weather and wind proof cover each time they are within an active Work Area controlled by flaggers with or without pilot cars, or when directed.
- Install two sign flag boards above "ROAD WORK NEXT 2 MILES", "ROAD WORK AHEAD", and "NO CENTER LINE" (with "NEXT 2 MILES" rider) post mounted signs.
- For paving operations on non-freeways, place "ABRUPT EDGE" (CW21-9) and "ROAD WORK XX MPH" (CW20-1a) signs as shown. Use an "XX" value equal to 10 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.
- For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the "ABRUPT EDGE" signs.
- Install two 60 by 24-inch "ROAD WORK NEXT 2 MILES" (CG20-1) signs on SE 362<sup>nd</sup> Drive, in advance of the "ROAD WORK AHEAD" (W20-1) sign according to sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings.

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

Comply with Section 00223 of the Standard Specifications.

### **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

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

**00280.00 Scope** - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP) with an environmental management plan (EMP), when required for the Project, the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, as necessary to keep it representative of current site conditions and compliant with the 1200-CA Permit.

Add the following:

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

**00280.02 Definitions -**

Replace the sentence that begins "**Temporary Stabilization**" with the following sentence:

**Temporary Stabilization** - Measures or methods necessary to prevent erosion until permanent stabilization measures are in place and established.

**00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands** - Replace the bullets with the following bullets:

- When using the Agency's ESCP with only modifications required to keep the ESCP current during construction, submit a written notification indicating the Agency's ESCP is used without modifications prior to construction.
  - Prior to beginning construction, edit the ESCP to provide a list of all contractors working on the site.
  - Prior to beginning construction edit the ESCP cover sheet to list all personnel by name and position who are responsible for the installation and maintenance of stormwater control measures including their individual responsibilities and certifications. Keep list current for the duration of the project.
- When using a Contractor modified version of the Agency's ESCP, include the following:
  - Proposed ESCP showing all ESC Work, and quantities of Work.
  - An EMP that addresses pollution prevention and control of potentially contaminated sites or Materials.
  - Implementation schedules for the ESCP
  - Plans for each phase of Contractor's Work
  - Names and positions of all personnel engaged in construction activities.
  - Names and positions of all personnel responsible for the installation and maintenance of stormwater control measures.
  - Information required under 1200-CA permit.

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- When using a Contractor developed ESCP, develop and stamp the ESCP by a professional with one of the following credentials. Include their name and credentials in the ESCP. The ESCP preparer shall be one of the following:
  - Oregon Registered Professional Engineer,
  - Oregon Registered Landscape Architect; or
  - Oregon Certified Engineering Geologist
- When using a Contractor developed ESCP where engineered facilities such as sedimentation basins or diversion structures for erosion and sediment control are required, prepare and stamp the ESCP by one of the following:
  - Oregon Registered Professional Engineer; or
  - Oregon Registered Landscape Architect.
- When using a Contractor developed ESCP, provide plans for each phase of Contractor's work implementation schedule and information required under the 1200-CA permit and as directed in ODOT's Erosion Control Manual.

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

**00280.15(f)(1) Filter Sock Material** - Add the following sentence to the end of this subsection:

Furnish filter sock Material with a diameter of 8 inches.

Add the following subsection:

**00280.41(e) Buffers** - This Section is added after Section 00280.41(d) Disturbance Restrictions.

Retain and preserve buffer zones of natural, undisturbed vegetation, 50 feet in width between Work and Waters of the State. Where 50-foot buffers are not attainable, provide erosion, runoff and sediment control BMPs with effectiveness equivalent to a 50-foot buffer. Identify and mark buffer zones with flagging, construction fencing or other readily identifiable means.

**00280.46(h) Temporary Sediment Trap** - Add the following paragraph to the end of this subsection:

Where location of Temporary Sediment Trap is used post-construction for water quality treatment, storage or infiltration, remove sediment and soil to a depth of 18" and replace to finish grade with material approved by engineer.

**00280.46(i) Concrete Washout** - Add the following paragraph to the end of this subsection:

Locate concrete wash basins and concrete waste disposal to prevent stormwater that has been in contact with concrete wash or waste concrete from contaminating Waters of the State or stormwater inlets or conveyances. Handle wash water as waste. Do not dispose of concrete wash water or wash out concrete trucks or tools onto the ground, or into storm drains, open ditches, streets, or streams.

**00280.48 Emergency Materials** - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency Materials on the Project site:

Item	Quantity
Biofilter Bags.....	20

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

Perform site inspection, complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency as follows:

- On initial day of construction activity
- Every 14 days
- 24 hours after any rainfall event or snow melt event that results in runoff, including weekends and holidays
- When directed by the Engineer

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

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

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

Add the following subsection:

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

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete saw cutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.

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- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible sediment plume in waters of the State or U.S.

**00290.32 Noise Control** – Add the following paragraphs to the end of this subsection:

The Contractor shall comply with the applicable noise control requirements of the ordinance for project work in Clackamas County.

Copies of the ordinance and noise control code (Title 6.05) are available at the office of the Project Manager or online at [www.clackamas.us/code](http://www.clackamas.us/code).

**00290.36(a) Migratory Birds** – Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds.

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

Comply with Section 00305 of the Standard Specifications.

**00305.00 Scope** – Add the following to the end of this subsection:

In addition to the requirements of the ODOT *Construction Surveying Manual for Contractors*, establish Engineering Stationing at 100-foot intervals for the length of the project along the shoulder of the highway. Maintain the stationing so it is visible throughout construction of the project.

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

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

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

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

## SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

## SECTION 00330 - EARTHWORK

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

**00330.03 Basis of Performance** - Delete this subsection and replace with the following:

**00330.03 Basis of Performance** – Earthwork to be performed under this specification including excavation, haul, disposal, and embankment construction, unless otherwise specified, will not be measured and will be paid for on the Lump Sum Basis.

**00330.14 Selected Granular Backfill** - Delete the sentence that begins “Reclaimed glass meeting the requirements of Section 02695...”

**00330.15 Selected Stone Backfill** - Delete the sentence that begins “Reclaimed glass meeting the requirements of Section 02695...”

**00330.41(a)(5) Waste Materials** - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of Materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency-controlled property and according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

**00330.80 Measurement** – Delete the first and second bullets, and paragraph beginning “Measurement will only be for those items listed...”, and replace with the following:

- There will be no measurement of quantities for general earthwork. **The Contractor shall complete their own earthwork calculations to confirm the required quantities for their bid.** The Engineer has estimated the following quantities.

\*Embankment: 750 cubic yards  
\*Excavation: 1,600 cubic yards

The Contractor should consider the following when preparing their lump sum bid:

\* The Engineer’s earthwork volume estimates are calculated as the volume between subgrade of the roadway as indicated on the typical sections and the existing ground surface as indicated in the topographic survey. These estimated volumes do not reflect volumetric adjustments relating to stripping depths or removal of structures and obstructions such as existing asphalt concrete pavement and concrete sidewalks, curbs, and driveways that are identified to be removed. Earthwork quantities also include excavation required at storm planters and for placement of topsoil within the project limits including landscape areas, and other grading outside the limits of the roadway as shown on the plans.

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A 5% contingency has been added to the earthwork quantity estimate to make grading adjustments as requested by property owners or directed by the Engineer. This additional 5% work contingency shall be reflected in the Contractor's lump sum bid and will not be measured.

**00330.95 Lump Sum Basis** - All earthwork, including all excavation and embankment as defined under Section 00330, shall be completed on a Lump Sum Basis under the following pay item:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Earthwork – Excavation and Embankment	Lump Sum

Payment includes payment in full for excavating, selecting, handling, hauling, placement and compaction of the materials as specified, and all other costs associated with furnishing required embankment materials.

### **SECTION 00331 - SUBGRADE STABILIZATION**

Comply with Section 00331 of the Standard Specifications.

### **SECTION 00340 - WATERING**

Comply with Section 00340 of the Standard Specifications.

### **SECTION 00350 - GEOSYNTHETIC INSTALLATION**

Comply with Section 00350 of the Standard Specifications.

### **SECTION 00390 - RIPRAP PROTECTION**

Comply with Section 00390 of the Standard Specifications.

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

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



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

- **Slump** - 5 inches or less
  - For concrete sidewalks, ramps, driveways, or other hand finished surface applications, and when using a high range water reducing admixture, provide a slump of 8 inches or less as approved by the Engineer.

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

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

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

**00440.14(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.

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

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

## **SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE**

Comply with Section 00445 of the Standard Specifications modified as follows.

**00445.11 Materials** - Modify as follows:

Storm Pipe: Unless otherwise noted, all storm pipe, 12" diameter and larger, shall be ADS HP Storm or reinforced concrete pipe. Storm pipe, if required for shallow installations, shall be Class 52 Ductile Iron Pipe.

**00445.40 General** – Add the following to the end of the section:

**(h) Potholing** – The Contractor must pothole all utility crossings to confirm that there are no grade conflicts. If a grade conflict is found, the Contractor shall report immediately to the Engineer. Additionally, the Contractor shall begin coordinating the relocation work with the specific utility company. Some storm or sanitary laterals may require grade adjustment to avoid existing utility conflicts.

**00445.70 General** - Replace this subsection, except for the subsection number and title, with the following:

**(a) Culvert Installations** - Inspect culverts to ensure that the lines are free of obstructions and leakage. Perform deflection testing.

**00445.73 Deflection Testing for Flexible Pipe** - Replace this subsection, except for the subsection number and title, with the following:

Prior to wearing surface paving, conduct deflection tests of culverts, sanitary sewers, and storm sewers constructed of flexible pipe. Perform the deflection testing using the following method.

**(a) Mandrel Deflection Test** - Conduct the testing by pulling an approved mandrel through the completed pipeline. Use a mandrel having at least 9 vanes and a diameter 95 percent of the pipe's initial inside diameter.

Conduct testing after the line has been completely flushed out with water. Conduct the tests not less than 30 Days after the trench backfill and compaction have been completed. Tests may be conducted sooner if approved by the Engineer.

**00445.80(a) Depth** – Delete this subsection. There will be no measurement for pipe depth. There will be no adjustment of quantity or payment to account for horizontal or vertical adjustments in the storm or sanitary lateral construction as required to avoid utilities.

**00445.91 Payment** – Delete the subsection and replace with the following:

The accepted quantities of pipe and related work items performed under this Section will be paid for at the Contract unit price, per the unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) _____ inch _____ Pipe _____, Class “B” Backfill	Foot

In item (a), the nominal pipe diameter will be inserted in the first blank. The type of pipe will be inserted in the second blank. If necessary, additional descriptive information will be inserted in the third 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.

Excavation and backfill for pipes greater than 72 inches in diameter will be paid for according to Section 510.

There will be no separate payment for pipe tees (including inserta tees), pipe wyes, flapper valves, slip joints, sloped end section, safety end section, concrete pipe anchors, concrete closure collars,

concrete in blocks, reinforcement used in blocks, and metal pipe anchor. There will be no separate payment for connection to other structures. Installation of these items will be considered incidental and included in payment for the appropriate pipe pay item. Payment will include payment for pipe plugs, stoppers, other fittings required to accomplish the work, furnishing and installing the outer sleeve of the slip joint, furnishing and installing safety end sections, including safety bars when required.

No separate or additional payment will be made for:

- Potholing
- Trench excavation, bedding, pipe zone material, and trench backfill for pipes 72 inches and less in diameter.
- Adjusting the grade as required to avoid utilities
- pipe plugs, stoppers, and other required fittings
- metal pipe anchors
- tracer wire
- hydrostatic, air, joint, and deflection testing
- video inspection
- temporary pumping/storage of sanitary effluent during transfers (if necessary)
- detention pipe fittings, access structures, or other elements required for construction.
- Sawcutting

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

### **SECTION 00610 - RECONDITIONING EXISTING ROADWAY**

Comply with Section 00610 of the Standard Specifications.

### **SECTION 00620 - COLD PLANE PAVEMENT REMOVAL**

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

#### **00620.00 Scope** – Add the following

There are areas along SE 362<sup>nd</sup> Avenue that have rutting in the pavement or areas that the Engineer would like removed prior to final lift of pavement. In general, these areas are roughly described as follows:

- Approximate Stations 0+80 to 61+00

After the Contractor has staked the project along the shoulder in 100-foot stations, the Engineer and/or Inspector will walk the areas with the Contractor and mark out the areas that a 1.5 Inch cold plain removal of the lane will occur. The entire half-street lane will be cold planned and new

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ACP replaced per section 0744. It is estimated that approximately 50% of the areas noted above will be replaced.

**00620.40(e) Warning Signs** - Replace this subsection, except for the subsection number and title, with the following:

Provide warning signs as required where abrupt or sloped drop-offs occur at the edge of the existing or new surface according to Sections 00221 and 00222.

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

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

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

Comply with Section 00640 of the Standard Specifications.

### **SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

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

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

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

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 7.7 Tons of Emulsified Asphalt in tack coat will be required on this Project.

### **SECTION 00738 - SAFETY EDGE**

Comply with Section 00738 of the Standard Specifications.

### **SECTION 00744 - ASPHALT CONCRETE PAVEMENT**

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

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

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

Add the following subsection:

**00744.51 Opening Sections to Traffic** - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic. This would be after cold plane pavement removal of existing AC (in that same shift).

**00744.90** Add the following bullet to the paragraph beginning “No separate or additional payment...”:

- Tack coat

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

Comply with Section 00749 of the Standard Specifications.

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

Comply with Section 00850 of the Standard Specifications.

#### **SECTION 00855 - PAVEMENT MARKERS**

Comply with Section 00855 of the Standard Specifications.

#### **SECTION 00857 - RUMBLE STRIPS**

Comply with Section 00857 of the Standard Specifications.

#### **SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE**

Comply with Section 0865 of the Standard Specifications.

**SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS**

Comply with Section 00905 of the Standard Specifications.

**SECTION 00920 - SIGN SUPPORT FOOTINGS**

Comply with Section 00920 of the Standard Specifications modified as follows:

**00920.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of concrete for minor sign supports are:

<b>Support Type</b>	<b>Quantity</b>
Perforated Steel Square Tube Slip Base Sign Supports	0.90 cu. yd.

**SECTION 00930 - METAL SIGN SUPPORTS**

Comply with Section 00930 of the Standard Specifications modified as follows:

**00930.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

<b>Item</b>	<b>Estimated Quantity (Pound)</b>
<b>Minor Sign Supports</b>	
Perforated Steel Square Tube Anchor Sign Supports	178

**00930.90 Payment** - Replace the paragraph that begins “No separate or additional payment will be...” with the following:

No separate or additional payment will be made for route marker frames, wind bracing, pole clamps, stainless steel clamps, mast arm street name sign mounts, special sign brackets, or retroreflective sleeves.

## SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications.

## SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

**00960.02 Equipment List and Drawing Submittals** – Replace this subsection with the following subsection:

**00960.02 Equipment List and Drawing Submittals** – Within 30 Calendar Days after execution of the Contract, submit electronic PDF copies of the Blue Sheets (see 00160.00 and 001607.07) and the Green Sheets (see 00160.00 and 00160.07) according to 00150.37 for all materials the Contractor proposes to install. Refer to 00990 for exemptions to the Blue Sheets and Green Sheets on Clackamas County operated traffic signals.

Within 14 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as “review” or “reviewed with comments”. Then within the follow 7 Calendar Days after the Engineer review, Clackamas County Traffic Staff will review the submittals and designate them in writing “approved”, “approved as noted”, or “revise and resubmit”. Do not proceed with the Work before receiving written approval of the submittals from the Engineer or Clackamas County.

**00960.10 Materials** – Add the following to the end of this subsection:

Use only Schedule 80 PVC conduits and fittings for all underground conduits.

**00960.30 Licensed Electricians** - Replace the paragraph that begins "According to the Oregon Administrative Rule ..." with the following paragraph:

According to the Oregon Administrative Rule 918-282-0120(1), no person or entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282.

**00960.43 Foundations** – Add the following to the end of this subsection.

Separate the aluminum from the concrete with one layer of 30 pound nonperforated, asphalt-saturated felt. Neatly trim the felt pad to the size and shape of the base contact surface.

**00960.46 Service Cabinet and Electrical Energy** - Replace this subsection, except for the subsection number and title, with the following:

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Install service cabinet and associated equipment, then arrange for the Utility providing power to have the service cabinet inspected and make the electrical hook-up prior to field testing. Field test according to 00990.70(g) for traffic signals, or according to 00970.70 for illumination.

Table 00960-1 contains Utility contact information to arrange for the Utility to make electrical hookups:

**Table 00960-1**

<b>Location</b>	<b>PGE Contact Person's Name, Email and Phone Number</b>	<b>PGE Job Number</b>
TBD	Tyler Bettis, Design Project Manager (PGE Gresham Region Office), Office 503-612-2944; Cell: 503-676-4706	M3346132
362nd and Deming Rd	Chris Freed, <a href="mailto:chris.freed@pgn.com">chris.freed@pgn.com</a> , 503-347-0137	M3309481

Furnish and install a meter base approved by the serving Utility (with cover by the Utility), where shown.

### **SECTION 00990 - TRAFFIC SIGNALS**

Comply with Section 00990 of the Standard Specifications modified as follows:

Add the following subsections:

#### **00990.17 Traffic Signal Circuits**

All high-voltage wiring smaller than #10 AWG shall be IMSA 19-1 cable.

The #14 AWG, multi-conductor cables ran for traffic signal circuits will conform to IMSA Specification 19-1. Color coding of the conductors will be as follows:

**Traffic Signal Color Code**  
Clackamas County, Oregon  
#14 AWG IMSA 19-1 Traffic Signal Cable  
Mast Arms Only



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	Function (Phase)	20 Conductor [Feed]	10 Conductor [Branch]	7 Conductor [Branch]	5 Conductor [Branch]	4 Conductor [Branch]
Main Street	Phase Red	Red	Red	Red	Red	Red
	Phase Yellow	Orange	Orange	Orange	Orange	Orange
	Phase Green	Green	Green	Green	Green	Green
Side Street	Phase Red	Red/Black	Red/Black	Red	Red	Red
	Phase Yellow	Orange/Black	Orange	Orange	Orange	Black
	Phase Green	Green/Black	Green/Black	Green	Green	Green
Left Turn	Phase Red	Red/Black	White/Black	White/Black	Red	Red
	Phase Yellow	White/Red	Black	Black	Orange	Black
	Phase Green	Black/White	Blue	Green	Green	Green
Overlap	Phase Red	Red/Green	White/Black	White/Black	Red	Red
	Yellow/Flashing Yellow Arrow	Orange/Red	Black	Black	Orange	Black
	Phase Green	Blue/Red	Blue	Blue	Green	Green
Main Street	Phase Don't Walk	Red/White	Red	Red	Red	-
	Phase Walk	Green/White	Green	Green	Green	
Side Street	Phase Don't Walk	Black	Red/Black	Red	Red	-
	Phase Walk	Blue/White	Green/Black	Green	Green	-
Push-Button	Common	White/Black	White/Black	White/Black	Orange	-
	Main Street Phase	Blue	Blue	Blue	Black	-
	Side Street Phase	Blue/Black	Black	Black	Black	-
	Spare	White	-	-	-	-
	AC Common (Branch Only)	-	Spare	White		

**00990.90 Payment** - Delete Pay Item (c) from the pay item list.

Delete the paragraph that begins “Item (c) includes furnishing and installing...”

Replace the paragraph that begins “In Items (a), (b), (c), (d), (f) ...” with the following paragraph:

In Items (a), (b), (d), (f) and (g), the location will be inserted in the blank.

Replace the paragraph that begins “Item (b) includes furnishing and replacing...” with the following paragraph:

Item (b) includes furnishing and replacing or installing items for an existing traffic signal installation and the detection system.

**00990.90 Payment** – Add the following after the sentence that reads “Item (f) includes furnishing and installing all items of the flashing beacon system.

This item also includes furnishing and installing all items of the school zone flasher system, speed feedback system, or intersection conflict warning system including but not limited to conduit, trenching, junction boxes, directional drilling, wiring, school speed signs, power, control cabinets, foundations, stainless steel clamps for sign attachment, flashing beacons (LED), housing, lens, modems, vehicle signal pedestals and other necessary items to facilitate a complete system. Contractor will be responsible for all wiring necessary for each school flasher assembly installation including the modem for school flasher activation.

For each school zone flasher assembly, speed feedback sign, or intersection conflict warning system, provide flasher timer switch with cellular modem from Applied Information (AI) Park# AI-500-070. Includes Glance (Cloud Based) Perpetual License & Configuration and 5 years Cellular Data (10MB/month) with access to Clackamas County. Refer to project plan sheets for flashers, signs, poles, and foundation details.

**SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE**

Section 01012, which is not a Standard Specification, is included for this Project by Special Provision.

**Description**

**01012.00 Scope** - This Work consists of furnishing and installing a vegetated swale as shown.

**Materials**

**01012.10 Materials** - Furnish Material meeting the following requirements:

Slope and Channel Liner Matting .....	00280.14(e)
Riprap .....	00390.11
Water Quality Seed Mix .....	01030.13(f)

**01012.12 Water Quality Mixture** - Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

Sieve Size	Percent Passing (by Weight)
No. 4	100
No 10	95 - 100
No. 40	40 - 60

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No. 100	10 - 25
No. 200	5 - 10

Sample soil according to AASHTO R 90. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

**01012.15 Slope and Channel Liner Matting** - Furnish Type B channel liner matting from the QPL, meeting the requirements of 00280.14(e).

### Construction

**01012.40 General** - Construct vegetated swale facility as shown. Perform excavation, fine grading, and placement work only when the facility area is dry and only from the top of the swale area. Do not stockpile excavated material in the facility area. Perform work in sequence as follows:

**(a) Potholing** – The Contractor must pothole any utilities that are shown in the swale excavation area to confirm that there are no grade conflicts. If a grade conflict is found, the Contractor shall report immediately to the Engineer. The Engineer will modify the swale design to avoid the utility. No utility relocation is anticipated.

**(b) Excavate and Scarify** – Excavate to the required subgrade and scarify the subsoil area a minimum 12 inches deep.

**(c) Placement of Riprap Flow Spreaders and Water Quality Mixture** - Place the water quality mixture in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller. Place riprap flow spreaders prior to or concurrently with placing water quality mixture.

**(d) Seeding** - Seed according to 01030.13.

**(e) Slope and Channel Liner Matting** - After seeding install slope and channel liner matting as shown or directed.

### Maintenance

**01012.70 Cleaning** - If a stormwater control facility is used for erosion and sediment control, remove all accumulated sediment and debris before completing the facility.

**01012.71 Removal** - Remove temporary erosion and sediment control features according to 00280.70 only after water quality vegetation has met the establishment requirements of 01030.60.

### Measurement

**01012.80 Measurement** - No measurement of quantities will be made for Work performed under this Section. The estimated quantities of Materials are:

**Vegetated Swale Estimated Quantities:**

Item	Quantity
Excavation .....	50 Cu. Yd.
Water Quality Mix.....	33 Cu. Yd.
Matting, Type B.....	200 Sq. Yd.
Riprap Flow Spreader .....	4 Each
Water Quality Seeding .....	0.05 Acres

**Payment**

**01012.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Vegetated Swale".

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.

The work includes potholing, excavation and grading, erosion control matting, water quality seeding, and placement of Rip-rap flow spreader.

**SECTION 01030 - SEEDING**

Comply with Section 01030 of the Standard Specifications modified as follows:

**01030.13(c) Pure Live Seed** - Replace this subsection, except subsection number and title, with the following subsection:

Use the PLS specified rate listed in 01030.13(f) for determining PLS application rates. Ensure the PLS application rate meets the PLS specified rate. Apply pre blended seed mixes, with multiple species, at a PLS application rate ensuring all species meet or exceed the PLS specified rate for each species in the seed mix.

PLS application rate for an individual seed species is determined as follows:

- PLS specified rate is listed in 01030.13(f)
- PLS factor is obtained by multiplying the seed label germination percentage times the seed label purity percentage. Use the purity and germination percentages from the label on actual bags of seed to be used on the Project.
- PLS application rate is obtained by dividing the PLS specified rate by the PLS factor.

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For a seed mix, make this calculation for each seed species in the mix and then adjust as follows:

- Using the seed tag, determine the weight of each seed species in the bag and use this information to find the percentage, by weight, of each seed species is in 1 pound for the pre-blended mix.
- Divide the percentage by weight of each seed species, per pound, for the pre-blended mix, by the PLS application rate for that specific seed species.

Determine the highest application rate in the seed mix and apply the seed mix at that application rate.

**01030.13(f) Types of Seed Mixes** - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- **Water Quality Seeding:**

Apply at the rate of 1.000 lbs. PLS per 1,000 square feet.

Name	PLS (lb. /acre)	÷ (% Purity (minimum)	x % Germination) (minimum)	= Amount (lb. /acre)
Bromus carinatus				
California Brome	0.484	_____	_____	_____
Elymus glaucus				
Blue Wild-rye	0.440	_____	_____	_____
Deschampsia caespitosa				
Tufted Hairgrass	0.002	_____	_____	_____
Festuca rubra var. Rubra				
Native Red Fescue	0.074	_____	_____	_____

- **Permanent Seeding:**

Apply at the rate of 7.004 lbs. PLS per 1,000 square feet.

Name	PLS (lb. /acre)	÷ (% Purity (minimum)	x % Germination) (minimum)	= Amount (lb. /acre)
Festuca Rubra Ssp. Fallax var. Woodward				
Woodward Chewings Fescue	0.920	_____	_____	_____
Festuca rubra var. Garnet				
Garnet Creeping Red Fescue	0.869	_____	_____	_____
Lolium perenne var. Blazer 4				
Blazer 4 Perennial Rye	2.607	_____	_____	_____
Lolium perenne var. Express II				
Express II Perennial Rye	2.607	_____	_____	_____

**01030.13(g) Availability** - Add the following sentence to the end of this subsection:

Submit the seed and seed mixes to be used on the project according to 00150.37.

**01030.40 General** - Add the following sentence after the sentence beginning “Notify the Agency...”:

Notify the Agency of the acreage to be seeded at least 7 Days before seeding begins.

Add the following subsection:

**01030.43(c) Seed Application Rates** - Determine the seeding application rate according to 01030.13(c). Apply seed mixes at the highest application rate calculated to provide not less than the specified application rate for each individual seed species in the mix.

## SECTION 01065 – MONUMENT BOXES

Section 01065, which is not a Standard Specification, is included in this Project by Special Provision.

### Description

**01065.00 Scope** - In addition to the requirements of Section 00470 and the Specifications, this Work consists of the following:

Installing new monument frames and covers at the locations shown and where designated by the Engineer.

Adjusting existing monument boxes to finish grade.

### Materials

**01065.10 Materials** – Furnish Materials meeting the following requirements:

**01065.11 Concrete** – Provide Commercial Grade Concrete according to Section 00470, modifying the compressive strength requirement of 00440.12 from 3,000 to 4,000 psi at 28 days.

**01065.12 Monument Box Frame and Cover** –

- SE 362<sup>nd</sup> Drive has a posted designation of 45 MPH (exceeding 35 MPH).

**(a) Roadways With 35 MPH Speed, or Less** - Provide frames and covers consistent with Clackamas County Standard Drawing No. M100.

**(b) Roadways Exceeding 35 MPH Speed** - Provide frames and covers consistent with Clackamas County Standard Drawing No. M150.

Source materials from the following manufacturers, or approved equal:

**East Jordan Iron Works, Inc.**

13127 State Avenue

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Marysville, WA 98271  
(360) 651-6144  
Fax (360) 651-6150

Anders Jorgenson  
Oregon Sales Representative (503) 774-4144  
Fax (503) 775-3263  
Cell (503) 367-7925  
[ajorgenson@ejiv.com](mailto:ajorgenson@ejiv.com)

- Product No. 00367311 12" x 7-7/8" Monument Frame (catalog #3673Z)
- Product No. 00367324 Monument Cover with drop handle (catalog #3673A)
- Paving riser rings available

### **Olympic Foundry Inc.**

6530 NE 42nd Avenue  
Portland, OR 97218  
(503)-281-3381  
Fax (503)-284-5880

- Part No. 14-6329 for 12" Monument Frame
- Part No. 14-6338 for Cover
- Paving riser rings available

## **Construction**

**01065.40 General** - Set monument case just below the pavement finished surface (0.00 inch to 0.25 inch) at the slope of the street surface.

For asphalt streets, there are two acceptable installation methods:

- When paving sequence allows for a break between base lifts and final lift, contractor shall construct base lift paving before installing monument boxes. Upon completion of base lifts, contractor shall excavate and install monument boxes, filling the void spaces with commercial grade concrete. The contractor will then pave final lift around monument boxes.
- When paving sequence does not allow for a break between base lifts and final lift, contractor shall complete paving before installing monument boxes. Upon completion of paving, contractor shall core drill through asphalt and install monument box, filling void spaces with commercial grade concrete to match finished grade.

For concrete streets, monument boxes must be set and secured in place prior to concrete pour.

The location of the required monument boxes have not been indicated on the plans. The location of the required monument boxes will be determined during construction. The County or designated representative will mark the locations of the required monument boxes. At a minimum, the P.C.'s, P.T.'s, P.R.C.'s, P.C.C.'s, and tangents at a minimum of 1000 foot

increments along the centerline will be marked. Following acceptance of installed boxes, the Engineer will install monumentation.

**Measurement**

**01065.80 Measurement** – The quantity of monument boxes will be measured on the unit basis.

**Payment**

**01065.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Monument Boxes.....	Each

No separate or additional payment will be made for adjusting existing monument boxes to finish grade. When the Contract Schedule of Items does not indicate payment for Work performed under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

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.

**SECTION 01070 - MAILBOX SUPPORTS**

Comply with Section 01070 of the Standard Specifications.

**SECTION 02320 - GEOSYNTHETICS**

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

**02320.10(a)(1) Geotextiles** - Add the following bullet to the beginning of the bullet list:

- QPL approved for the intended application.

**02320.10(b) Acceptance Requirements** - Replace this subsection with the following subsection:

**02320.10(b) Identification** - Identify geotextiles by the product name printed directly on the geotextile by the Manufacturer. For all other geosynthetics and when geotextiles are not marked with a product name, identify geosynthetics by the product label attached to the original packaging or the geosynthetic itself by the Manufacturer.

Allow the Engineer to visually verify geosynthetic products before installation. Open packaged geosynthetics before use in the presence of the Engineer to confirm the correct product.



Geotextile rolls without the product name printed on the geotextile or the product label affixed to the geotextile or roll core by the Manufacturer will be rejected. Any other geosynthetics that are unwrapped, missing original packaging or previously opened may not be used unless approved by the Engineer.

**02320.10(c)(1) Geotextiles** - Replace this subsection, except for the subsection number and title, with the following:

Geotextile products listed in the QPL that are identified as “NTPEP listed” in the remarks column have been approved based on participation in the AASHTO National Transportation Product Evaluation Program (NTPEP) and test data from the program. Manufacturer’s test certification is not required for NTPEP listed geotextiles from the QPL. For other geotextiles, include the following unless directed otherwise:

- QPL product category and proposed project application.
- Product name printed directly on the geotextile by the Manufacturer. For geotextiles that are not marked with a product name, provide geotextile with product label attached to the geotextile or original packaging by the Manufacturer.
- Manufacturer’s name, lot number, roll number, production facility address, and full product information (style, brand, name, etc.).
- Chemical composition of filaments and yarns, including polymer(s) used.
- Minimum average roll values for each of the specified properties from the same lot of geotextiles as the delivered material.

### **SECTION 02415 - PLASTIC PIPE**

Comply with Section 02415 of the Standard Specifications modified as follows:

**02415.40 Polypropylene Pipe** - Replace the sentence that begins "Dual wall polypropylene pipe ..." with the following sentence:

Dual wall polypropylene pipe and fittings ..... ASTM F2764

### **SECTION 02910 - SIGN MATERIALS**

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

**02910.33(a) General** - Replace this subsection, except for the subsection number and title, with the following:

Permanent legends consist of white retroreflective screened, red retroreflective screened, black screened or cut-out white retroreflective sheeting. The letters and numerals of all permanent legends shall conform to the design of the FHWA Standard Rounded Capital Letter Alphabets.

Add following subsection:

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**02910.50 Digitally Printed Signs, Temporary** - Temporary traffic control signs may use digitally printed signs from an integrated engineered match component system on the QPL and applied to furnished substrate according to 00222.10(b).