



DAN JOHNSON  
DIRECTOR

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

May 18, 2023

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

Board of County Commissioners  
Clackamas County

**Approval of a Contract with Dark Horse Construction, LLC for the Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project. Contract value is \$739,927. Funding through Community Road Funds, Transportation System Development Charges, and HB 2017 Safety Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	05/16/23: Discussion item at Issues		
<b>Performance Clackamas</b>	The project will build a strong infrastructure.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Bob Knorr, PM	<b>Contact Phone</b>	503-742-4680

**EXECUTIVE SUMMARY:** The intersection of Canby-Marquam Hwy and Lone Elder Rd is a T-intersection that is stop-controlled on Lone Elder Rd and uncontrolled along Canby-Marquam Hwy. Canby-Marquam Hwy experiences congestion in the northbound direction in large part because of vehicles waiting to turn left onto Lone Elder Rd. The project will reconstruct the intersection and add a northbound left-turn lane. Additional improvements include stormwater, signage and sight distance enhancements that when all combined will provide greater safety and mobility for the traveling public.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS and LCRB Rules on February 15, 2023, through Invitation to Bid 2023-12. Proposals were publicly opened on March 22, 2023. The County received five (5) bid proposals in response and Dark Horse Construction was the apparent low bidder. After review of the bid proposals, contracting with Dark Horse Construction was determined to be in the best interest of the county based upon an evaluation of the bid proposals.

For Filing Use Only

**RECOMMENDATION:** Staff respectfully recommends the Board of County Commissioners approve and sign this contract with Dark Horse Construction, LLC for the Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project.

Respectfully submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation & Development



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #7872

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

Project Name: # 2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of Seven Hundred Thirty-Nine Thousand Nine Hundred Twenty-Seven Dollars (\$739,927.00) (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted for Alternates, as indicated in the accepted Bid.

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

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

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS, 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 Dawn Cox as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

[X] Unless otherwise specified in the Contract Documents, the Owner designates Bob 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:** Dawn Cox shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

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

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

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

SUBSTANTIAL COMPLETION DATE (2<sup>ND</sup> NOTE): October 6, 2023

FINAL COMPLETION DATE (3<sup>RD</sup> NOTE): December 29, 2023

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

#### **5. Insurance Certificates and Required Performance and Payment Bonds.**

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

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

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

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and



architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

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

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

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their 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.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:

11.1.1. \$ 700 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b)

**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:

**Dark Horse Construction LLC**  
**P.O. Box 1923**  
**Oregon City, Oregon 97045**

Contractor CCB # 238700    Expiration Date: 12/2/2023  
Oregon Business Registry # 1886277-99    Entity Type: DLLC

State of Formation: Oregon

SIGNATURE PAGE FOLLOWS

*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.*

Dark Horse Construction LLC

Clackamas County



4/28/2023

Authorized Signature

Date

Chair

Date

Dawn Cox, Managing Member  
Name / Title Printed

Recording Secretary

APPROVED AS TO FORM



05/03/2023

County Counsel

Date



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

Table of Contents

**Section B-1**.....Notice of Public Improvement Contract Opportunity

**Section B-2**.....Instructions to Bidders

**Section B-3**.....Supplemental Instructions to Bidders

**Section B-4**.....Bid Bond

**Section B-5**.....Bid Form

**Section B-6**.....Public Improvement Contract

**Section B-7**.....Performance Bond

**Section B-8**..... Payment Bond

**Section B-9**..... Project Information, Plans, Specifications and Drawings



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

**INVITATION TO BID #2023-12  
Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project  
February 15, 2023**

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project** until **March 22, 2023, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address: <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No.S-C01010-000005823.

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: \$713,000.00

**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 1, 2023 and amended on January 11, 2023, which can be downloaded at the following web address:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) The Work will take place in Clackamas County, Oregon.

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





## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bid Form relates to Bids on a specific Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

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

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

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name: #2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection  
Improvements 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).**
- 2. Email of Bids -** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, March 22, 2023. The Bid must be emailed to the following address: <https://bidlocker.us/a/clackamascounty/BidLocker>. **The email subject line must read “Bid for #2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion. 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 LINK**

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/85631656403>

Meeting ID: 856 3165 6403

One tap mobile

+12532158782,,85631656403# US (Tacoma)

+12532050468,,85631656403# US

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 253 205 0468 US

+1 669 444 9171 US  
+1 669 900 6833 US (San Jose)  
+1 719 359 4580 US  
+1 346 248 7799 US (Houston)  
+1 408 638 0968 US (San Jose)  
+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  
+1 312 626 6799 US (Chicago)

Meeting ID: 856 3165 6403

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

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

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

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

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

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

**Prime Contractor Name:** Dark Horse Construction LLC

**Total Contract Amount:** \$739,927.00

**Project Name: # 2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project**

<b>DOW BIDDER WILL SELF-PERFORM (GFE not required)</b>	
Erosion Control	Signage
Excavation	Rain Garden
Storm Sewer	Monuments
Aggregate Base	Mailboxes
Other miscellaneous items not listed below in subcontractor DOW	

**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. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to [procurement@clackamas.us](mailto:procurement@clackamas.us) 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> A+ Flagging <b>Address</b> PO Box 123 <b>City/St/Zip</b> Aumsville, OR 97325 <b>Phone#</b> 503-749-2211 <b>OCCB#</b> 218368	Traffic Control	Hourly Rate Estimated at \$52,800	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Name</b> Specialized Pavement Marking (SPM) <b>Address</b> 11095 SW Industrial Way <b>City/St/Zip</b> Tualatin, OR 97062 <b>Phone#</b> 503-885-0420 <b>OCCB#</b> 238621	Pavement Markings	\$21,681	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> Lazer Site Surveying, LLC <b>Address</b> 2003 25th Street SE <b>City/St/Zip</b> Salem, OR 97302 <b>Phone#</b> 503-581-6362 <b>OCCB#</b> N/A	Surveying	\$16,910.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> North Santiam Fencing <b>Address</b> 27800 North Santiam Hwy <b>City/St/Zip</b> Mill City, OR 97360 <b>Phone#</b> 503-897-2663 <b>OCCB#</b> 105012	Fencing	\$28,465	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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

Prime Contractor Name: Dark Horse Construction LLC  
 Project Name: # 2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project

Total Contract Amount: \$739,927

<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> H&H Paving <b>Address</b> 3121 Blossom Drive NE <b>City/St/Zip</b> Salem, OR 97305 <b>Phone#</b> 503-363-6719 <b>OCCB#</b> 220243	Paving	\$174,456	<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"/>
<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:

Project: # 2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements 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>>)	
Settje Sons Paving LLC	Paving	3/16/23	3/20/23	James	<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	\$183,500	Price	
Alamo Paving Co	Paving	3/16/23	3/20/23	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Heffner Paving LLC	Paving	3/16/23	3/20/23	Left Voicemail	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
DT Striping LLC	Pavement Markings	3/16/23	3/20/23	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Champion Parking Lot Maintenance Co.	Pavement Markings	3/16/23	3/20/23	Left Voicemail	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Green Sweep Asphalt	Pavement Markings	3/16/23	3/20/23	Left Voicemail	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
A+ Flagging Inc	Traffic Control	3/16/23	3/20/23	Christine	<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	\$52,800		

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

Prime Contractor:

Project: # 2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements 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>>)	
COAT Flagging	Traffic Control	3/16/23	3/20/23	Jacob	<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	\$61.25/hour	Price	
D&H Flagging Inc	Traffic Control	3/16/23	3/20/23	Shannon	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
AG Geospatial NW LLC	Surveying	3/16/23	3/20/23	Tony	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
TCC & Associate Inc	Surveying	3/16/23	3/20/23	Edmund	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Dapper LLC	Surveying	3/16/23	3/20/23	Left Voicemail	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
McDermott Fence	Fencing	3/16/23	3/20/23	Left Voicemail	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Sandrod Fencing LLC	Fencing	3/16/23	3/20/23	Left Voicemail	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Prime Contractor:

Project: # 2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements 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>>)	
Azuri Construction Inc	Fencing	3/16/23	3/20/23	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
					<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: # 2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project

We, Dark Horse Construction, LLC, as "Principal," (Name of Principal)

and Swiss Re Corporate Solutions America Insurance Corporation, an Missouri 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 Total Amount Bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. ) 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 20th day of March, 20 23.

Principal: Dark Horse Construction, LLC

Surety: Swiss Re Corporate Solutions America Insurance Corporation

By: [Signature] Signature

By: Attorney-In-Fact

Managing Member Official Capacity

[Signature] Tracy Stewart Name

Attest: Corporation Secretary

1605 Liberty Street SE Address

Salem, OR 97302 City State Zip

(503) 362-2711 Phone

tracy@agsadowski.com FAX Email



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DEREK A. SADOWSKI, TY MOFFETT, AND TRACY STEWART

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature]
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook [SS]

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of March, 20 23.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project
BID CLOSING: March 22, 2023, 2:00 PM, Pacific Time
BID OPENING: March 22, 2023, 2:05 PM, Pacific Time

FROM: Dark Horse Construction LLC
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division - procurement@clackamas.us

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

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

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

seven hundred thirty-nine thousand nine hundred twenty-seven Dollars (\$ 739,927.00 )

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

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

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

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: 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 **Canby-Marquam Highway at Lone Elder Rd Intersection 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:

Swiss Re Corporate Solutions America Insurance 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 238700. 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. 36196, 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>Dawn Cox</u> ,	Cell Phone: <u>503-949-0175</u> ,
Project Manager: <u>Dawn Cox</u> ,	Cell Phone: <u>503-949-0175</u> ,
Job Superintendent: <u>Adam Pedracini</u> ,	Cell Phone: <u>971-378-9456</u> ,
Project Engineer: _____,	Cell Phone: _____.

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

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

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

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

NAME OF FIRM	<u>Dark Horse Construction LLC</u>
ADDRESS	<u>PO Box 1923</u> <u>Oregon City, OR 97045</u>
TELEPHONE NO	<u>503-949-0175</u>
EMAIL	<u>dawn@dhconstructionllc.com</u>
SIGNATURE 1)	_____ Sole Individual
or 2)	_____ Partner
or 3)	<u></u> Authorized Officer or Employee of Corporation

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

**CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS**

**BID SCHEDULE**

3/2/2023

Bid Item #	Item #	Item Description	Unit	Quantity	Unit Price	Total Price
1	00180.95	WORKPLACE HARASSMENT PREVENTION PLAN	LS	1	200.00	200.00
	00196	EXTRA WORK AS AUTHORIZED	FA	1	\$ 25,000.00	\$25,000.00
<b>TEMPORARY FEATURES AND APPURTENANCES</b>						
2	0210-010000A	MOBILIZATION	LS	1	28,750.00	28,750.00
3	0221-0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	65,433.00	65,433.00
4	0225-0154000F	STRIPE REMOVAL	FOOT	3100	2.25	6,975.00
5	0270	TEMPORARY TYPE TREE PROTECTION FENCE	FOOT	170	2.30	391.00
6	0270	TEMPORARY LIVESTOCK FENCE	FOOT	380	5.56	2,128.00
7	0280-0100000A	EROSION CONTROL	LS	1	2,002.00	2,002.00
8	0280-0110020E	CONSTRUCTION ENTRANCE, TYPE 2	EACH	1	2,008.00	2,008.00
9	0280-0105050J	MATTING, TYPE E	SQYD	750	3.00	2,250.00
10	0280-0106030E	CHECK DAM, TYPE 3	EACH	13	60.00	780.00
11	0280-0112500E	CONCRETE WASHOUT FACILITY	EACH	1	377.00	377.00
12	0280-0114030E	INLET PROTECTION, TYPE 3	EACH	4	91.00	364.00
13	0280-0115080F	SEDIMENT BARRIER, TYPE 8	FOOT	1850	6.20	11,470.00
14	0290-0100000A	POLLUTION CONTROL PLAN	LS	1	390.00	390.00
<b>ROADWORK</b>						
15	0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1	19,925.00	19,925.00
16	0310-0103000J	REMOVAL OF SURFACINGS	SQYD	1500	7.40	11,100.00
17	0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	4,583.00	4,583.00
18	0310-0119000F	ASPHALT PAVEMENT SAW CUTTING	FOOT	2500	2.05	5,125.00
19	0320-0100000A	CLEARING AND GRUBBING	LS	1	2,139.00	2,139.00
20	0330-0105000K	GENERAL EXCAVATION	CUYD	1500	24.95	37,425.00
21	0330-0126000K	STONE EMBANKMENT	CUYD	30	81.00	2,430.00
22	0331-0109000J	18 INCH SUBGRADE STABILIZATION	SQYD	50	74.40	3,720.00
23	0350-0105000J	SUBGRADE GEOTEXTILE	SQYD	3400	1.00	3,400.00
24	0390-0105000K	LOOSE RIPRAP, CLASS 50	CUYD	3	255.00	765.00
<b>DRAINAGE AND SEWERS</b>						
25	0415-0100000F	MAINLINE VIDEO INSPECTION	FOOT	555	9.20	5,106.00
26	0445-035012AF	12 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	380	137.20	52,136.00
27	0445-035012BF	12 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	180	186.25	33,525.00
28	0470	CONCRETE INLET WITH MODIFIED OVERFLOW AND BEEHIVE GRATE	EACH	1	2,717.00	2,717.00
29	0470-0105000E	CONCRETE MANHOLES, SHALLOW	EACH	3	5,180.00	15,540.00
30	0470-0301000E	CONCRETE INLETS, TYPE B	EACH	2	3,336.00	6,672.00
<b>BASES</b>						
31	0640-0100000M	AGGREGATE BASE	TON	1400	35.45	49,630.00
32	0640-0101000M	AGGREGATE SHOULDERS	TON	740	41.35	30,599.00
<b>WEARING SURFACES</b>						
33	0744-0302000M	LEVEL 3, 1/2 INCH ACP MIXTURE (PG 64-22 HMAC)	TON	1400	144.20	201,880.00
34	0749-0100000E	EXTRA FOR ASPHALT APPROACHES	EACH	7	945.00	6,615.00
<b>PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES</b>						
35	0855-0106100E	MONO-DIRECTIONAL WHITE TYPE IAR MARKERS, RECESSED	EACH	15	39.00	585.00
36	0855-0107100E	BI-DIRECTIONAL YELLOW TYPE IAR MARKERS, RECESSED	EACH	106	27.00	2,862.00
37	0865-0116610F	THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED	FOOT	7200	1.60	11,520.00
38	0867-0103500E	PAVEMENT LEGEND, TYPE AB: ARROWS	EACH	4	371.00	1,484.00
39	0867-0131000E	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	3	387.00	1,161.00

40	0867-0145100J	PAVEMENT BAR, TYPE B-HS	SQFT	130	17.60	2,288.00
<b>PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS</b>						
41	0905-0101000A	REMOVE AND REINSTALL EXISTING SIGNS	LS	1	1,580.00	1,580.00
42	0920-0100000A	SIGN SUPPORT FOOTINGS	LS	1	4,480.00	4,480.00
43	0930-0117000A	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	LS	1	1,408.00	1,408.00
44	0940-0201000J	SIGNS, STANDARD SHEETING, EXTRUDED ALUMINUM	SQFT	28	27.50	770.00
<b>RIGHT-OF-WAY DEVELOPMENT AND CONTROL</b>						
45	1012-0100000A	RAIN GARDEN FILTRATION FACILITY WITH UNDERDRAIN	LS	1	13,510.00	13,510.00
46	1030-0102000E	SEEDING MOBILIZATION	EACH	2	640.00	1,280.00
47	1030	EROSION CONTROL SEEDING	ACRE	0.25	4,624.00	1,556.00
48	1030-0118000R	WATER QUALITY SEEDING	ACRE	0.05	9,860.00	493.00
49	1040-0100000E	SOIL TESTING	EACH	1	595.00	595.00
50	1040-0101000K	TOPSOIL	CUYD	130	58.00	7,540.00
51	1050-J	5 FT. "NON-CLIMB HORSE FENCE"	FOOT	700	16.95	11,865.00
52	1050-K	"4-RAIL POST & RAIL PRESSURE TREATED WOOD FENCE"	FOOT	380	55.20	20,976.00
53	1050-L	"HD STEEL-PIPE LIVESTOCK GATE"	EACH	1	403.00	403.00
54	1065	MONUMENT BOX	EACH	6	1,174.00	7,044.00
55	1070-0100000E	SINGLE MAILBOX SUPPORTS	EACH	2	560.00	1,120.00
56	1070-0101000E	MULTIPLE MAILBOX SUPPORTS	EACH	1	790.00	790.00
57	1070-0102000E	MAILBOX CONCRETE COLLARS	EACH	3	489.00	1,467.00

PROPOSED COST BID SCHEDULE \$739,927.00 (INCLUDE EXTRA WORK)  
(Numerically)

PROPOSED COST BID SCHEDULE seven hundred thirty-nine thousand nine hundred twenty-seven dollars (INCLUDE EXTRA WORK)  
(Written in Words)

COMPANY NAME Dark Horse Construction LLC

AUTHORIZED SIGNATURE 





CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 2329635

Solicitation: #2023-12

Project Name: Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project

Swiss Re Corporate Solutions Amercja  
Insurance Corporation (Surety #1)  
(Surety #2)\*

Bond Amount No. 1: \$ 739,927.00

Bond Amount No. 2:\* \$

Total Penal Sum of Bond: \$ 739,927.00

\* If using multiple sureties

We, Dark Horse Construction, LLC as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Seven Hundred Thirty Nine Thousand Nine Hundred Twenty Seven Dollars & 00/100 (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

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

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

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

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

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

Dated this 26th day of April, 2023.

**PRINCIPAL:** Dark Horse Construction, LLC

By: Dann Cox  
Signature

managing member  
Official Capacity

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

**SURETY:** Swiss Re Corporate Solutions America Insurance Corporation  
*[Add signatures for each if using multiple bonds]*

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

Tracy Stewart

Tracy Stewart  
Name  
Signature

1605 Liberty Street SE  
Address

Salem, OR 97302

City State Zip  
(503) 362-2711 tracy@agsadowski.com

Phone ~~Fax~~ Email



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 2329635

Solicitation: #2023-12

Project Name: Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project

Swiss Re Corporate Solutions America
Insurance Corporation (Surety #1)
(Surety #2)\*

Bond Amount No. 1: \$739,927.00
Bond Amount No. 2:\* \$
Total Penal Sum of Bond: \$739,927.00

\* If using multiple sureties

We, Dark Horse Construction, LLC, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Seven Hundred Thirty Nine Thousand Nine Hundred Twenty Seven Dollars & 00/00 (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 26th day of April, 2023.

**PRINCIPAL:** Dark Horse Construction, LLC

By: Dean Cox  
Signature  
Managing Member  
Official Capacity

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

**SURETY:** Swiss Re Corporate Solutions America Insurance Corporation  
*[Add signatures for each if using multiple bonds]*

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

Tracy Stewart  
\_\_\_\_\_  
Name  
Tracy Stewart  
Signature  
1605 Liberty Street SE  
\_\_\_\_\_  
Address  
Salem, OR 97302  
\_\_\_\_\_  
City State Zip  
(503) 362-2711 tracy@agsadowski.com  
Phone ~~Fax~~ Email



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DEREK A. SADOWSKI, TY MOFFETT, AND TRACY STEWART

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of April, 20 23

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



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

**PROJECT: # 2023-12 Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Project**

**Project Background:**

The intersection of Canby-Marquam Hwy and Lone Elder Rd is a T-intersection that is stop-controlled on Lone Elder Rd and uncontrolled along Canby-Marquam Hwy. Canby-Marquam Hwy experiences congestion in the northbound direction in large part because of vehicles waiting to turn left onto Lone Elder Rd. The project will reconstruct the intersection and add a northbound left-turn lane. This will improve the service and safety of the intersection.

Road improvements will also include earthwork and drainage, aggregate bases, asphalt concrete paving and oiling, pavement markings, signing, landscaping.

**Engineers Estimate:** \$713,000.00

**Key Dates:**

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

Substantial Completion: October 6, 2023

Final Completion: December 29, 2023

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications; see Section 00180.85(b).

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

SPECIAL PROVISIONS FOR CANBY MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS, dated June 2023 (90 pages)

Canby- Marquam Hwy at Lone Elder rd Intersection Improvements- Drawing Set, Sheets No. A-01-A-03, B-01-B-06, C-01-C-03, D-01-D-05, E-01-E-02, SS-01-SS-03, ST-01-ST-04 (26 pages)

**SPECIAL PROVISIONS**

**FOR**

**CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS**

**CLACKAMAS COUNTY DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT**

**CLACKAMAS COUNTY, OREGON**

**EARTHWORK AND DRAINAGE, AGGREGATE BASES, ASPHALT  
CONCRETE PAVING AND OILING, PAVEMENT MARKINGS, SIGNING,  
LANDSCAPING, TEMPORARY TRAFFIC CONTROL**

**JUNE 2023**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**


CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

**CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS**

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p>  <p><i>Joel R Howe</i> OREGON JULY 22, 2023 JOEL RICHARD HOWE</p> <p><i>Exp: 06/30/2023</i></p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the Jennings Lodge Pedestrian Improvements – Portland Avenue project. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 00210, 00220, 00221, 00222, 00223, 00224, 00225, 00228, 00270, 00280, 00290, 00305, 00310, 00320, 00330, 00331, 00340, 00350, 00390, 00405, 00415, 00440, 00442, 00445, 00470, 00490, 00495, 00640, 00730, 00738, 00744, 00749, 00850, 00855, 00865, 00867, 00905, 00920, 00930, 00940, 01012, 01030, 01040, 01050, 01065, and 01070</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SPECIAL PROVISIONS**

**WORK TO BE DONE**

**CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS**

The Canby-Marquam Hwy at Lone Elder Road project is a turn pocket addition and shoulder widening project south of Canby.

The overall project will reconstruct the intersection, adding a northbound left-turn, adding a southbound right-turn lane, widen the shoulders to accommodate bicycle lanes within the project limits, and improve the service and safety of the intersection.

This contract will include, but not be limited to: installation of approximately 2,300 linear feet of shoulder widening; placing approximately 1,100 tons of asphalt; permanent signing and striping for two new turn lanes ; constructing a Stormwater Raingarden Treatment Facility; installing Stormwater piping and structures; placing pavement markings; installing, maintaining, and removing temporary work zone traffic control; and performing additional incidental work as called for by the specifications and plans. The contract includes reconnection and upgrades to existing asphalt and gravel driveways with direct access to the highway within the project limits.

**APPLICABLE SPECIFICATIONS**

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

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

**CLASS OF PROJECT**

This is a Clackamas County Department of Transportation and Development Project.

**CLASSES OF WORK**

Earthwork and Drainage  
Aggregate Bases  
Asphalt Concrete Paving and Oiling  
Pavement Markings  
Signing  
Landscaping  
Temporary Traffic Control

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**TABLE OF CONTENTS FOR SPECIAL PROVISIONS**

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS .....	1
SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES.....	5
SECTION 00130 - AWARD AND EXECUTION OF CONTRACT .....	6
SECTION 00140 - SCOPE OF WORK.....	7
SECTION 00150 - CONTROL OF WORK.....	8
SECTION 00160 - SOURCE OF MATERIALS .....	13
SECTION 00165 - QUALITY OF MATERIALS .....	14
SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES.....	15
SECTION 00180 - PROSECUTION AND PROGRESS.....	17
SECTION 00190 - MEASUREMENT OF PAY QUANTITIES .....	21
SECTION 00195 - PAYMENT .....	22
SECTION 00196 - PAYMENT FOR EXTRA WORK.....	24
SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK.....	25
SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS.....	26
SECTION 00210 - MOBILIZATION .....	29
SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC .....	30
SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL .....	31
SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS.....	32
SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES .....	34
SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES .....	35
SECTION 00225 - TEMPORARY PAVEMENT MARKINGS .....	36
SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING .....	37
SECTION 00270 - TEMPORARY FENCES .....	38
SECTION 00280 - EROSION AND SEDIMENT CONTROL.....	39
SECTION 00290 - ENVIRONMENTAL PROTECTION .....	42
SECTION 00305 - CONSTRUCTION SURVEY WORK.....	43
SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS .....	44
SECTION 00320 - CLEARING AND GRUBBING.....	45
SECTION 00330 - EARTHWORK.....	46
SECTION 00331 - SUBGRADE STABILIZATION .....	47
SECTION 00340 - WATERING.....	48
SECTION 00350 - GEOSYNTHETIC INSTALLATION .....	49
SECTION 00390 - RIPRAP PROTECTION.....	50
SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL .....	51
SECTION 00415 - VIDEO PIPE INSPECTION .....	52
SECTION 00440 - COMMERCIAL GRADE CONCRETE.....	54
SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS .....	55
SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE .....	56
SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS .....	59
SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES.....	60
SECTION 00495 - TRENCH RESURFACING.....	61
SECTION 00640 - AGGREGATE BASE AND SHOULDERS.....	62
SECTION 00730 - EMULSIFIED ASPHALT TACK COAT.....	63
SECTION 00738 - SAFETY EDGE .....	64
SECTION 00744 - ASPHALT CONCRETE PAVEMENT.....	65
SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES .....	66

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS .....	67
SECTION 00855 - PAVEMENT MARKERS .....	68
SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE .....	69
SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS .....	70
SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS .....	71
SECTION 00920 - SIGN SUPPORT FOOTINGS .....	72
SECTION 00930 - METAL SIGN SUPPORTS .....	73
SECTION 00940 - SIGNS .....	74
SECTION 01012 - STORMWATER CONTROL, WATER QUALITY BIOFILTRATION SWALE .....	75
SECTION 01030 - SEEDING .....	78
SECTION 01040 - PLANTING .....	80
SECTION 01050 - FENCES .....	81
SECTION 01065 - MONUMENT BOXES .....	83
SECTION 01070 - MAILBOX SUPPORTS .....	85

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, 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



## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

**00120.30 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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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:

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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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;
- 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) and the following:

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

## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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** – Replace the bullet that begins "Protect from damage or disturbance any Utility that remains..." with the following bullet:

- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;

Replace the bullet that begins "Determine the exact location before excavating within ..." with the following bullet:

- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);

Replace the bullet that begins " In addition to the notification required in OAR 952-001-0090(5), notify the Engineer..." with the following bullet:

- 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; and

Add the following bullet to the end of the bulleted list:

- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);

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



**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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>
Northwest Natural (NWN)	Jeremy Lorence, East Metro Resource Engineer 220 NW 2 <sup>nd</sup> Avenue Portland, OR 97209 Email: <a href="mailto:Jeremy.Lorence@nwnatural.com">Jeremy.Lorence@nwnatural.com</a> PH: 503-610-7693 Cell: 503-781-4467
Lumen-Centurylink	David Dodd, Sr. Network Implementation 8021 SW Capitol Hill Road Portland, OR 97219 Email: <a href="mailto:David.Dodd@lumen.com">David.Dodd@lumen.com</a> PH: (503) 242-8849 Cell: (503) 616-6291

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.

Add the following subsection:

**00150.50(g) Utility Information (Anticipated Relocations):**

The organizations listed in Table 00150-2 may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation work estimated to be completed by the following dates and times:

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**Table 00150-2**

<b>Subsection</b>	<b>Utility</b>	<b>Contact Person's Name, Address, Email, and Phone Number</b>	<b>Estimated Completion Date</b>
00150.50(g)(1)	Portland General Electric (PGE)	Joshua Colebank, Service & Design PM Email: <a href="mailto:joshua.colebank@pgn.com">joshua.colebank@pgn.com</a> Phone: (971) 983-7093	By June 30, 2023
00150.50(g)(2)	DirectLink   Consolidated Business Services (CBS)	Dan Reel, Outside Plant Planner Email: <a href="mailto:dan.reel@cbsoregon.com">dan.reel@cbsoregon.com</a> Phone: (503) 266-8245	During Construction (allow 10-days to complete work)

**(1) Portland General Electric (PGE) - Power Supplier":**

The Contractor shall notify the Power Supplier(s) in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work.

PGE has relocated power utility poles along the eastside of Canby-Marquam Hwy. Energized power lines overhang portions of the Work with a minimum vertical clearance of (18 feet). The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier(s) and may require an on-site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning work.

**(2) DirectLink | Consolidated Business Services (CBS) - Telecommunication Utility":**

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work.

CBS to adjust existing telecommunication boxes and pedestals to finish grade. The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 7 Calendar Days before the Contractor is scheduled to begin performing general excavation. After the Telecommunication Utility receives the notification, the Contractor shall then allow the Telecommunication Utility 15 Calendar Days to schedule and complete the relocation and adjustment work before the Contractor begins performing general excavation. The Telecommunication Utility will be allowed to perform final adjustments to grade once the Contractor has completed general excavation, grading of bases and paving as necessary or appropriate.

**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

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

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

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

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

Clackamas County Public Improvement Contract.

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

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

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

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

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

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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)
Traffic Lane Restrictions .....	00220.40(e)
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic.....	00744.51

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

**00180.41 Project Work Schedules** – Add the following:

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

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



## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

Submit the following during the preconstruction conference unless otherwise directed:

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

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

During the monthly Utility coordination meetings, the Utilities will provide Utility drawings and discuss the scope, extent, locations, and significance of all Utility facilities before the Contractor begins work in a new activity area. The Contractor shall incorporate this information into the Project schedules and furnish the Utilities copies of the updated Project schedules.

The Contractor shall plan and schedule all Utility adjustment operations well in advance of On-Site Work. When the Contractor becomes aware of Utility conflicts not previously identified, the Contractor shall notify the applicable Utilities in writing the same Calendar Day. The Contractor shall allow Utilities at least 2 weeks (14 Calendar Days) to relocate (adjust) the Utility conflicts not previously identified.

**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.

**00180.50(h) Contract Time** - Complete all Work to be done under the Contract, except for seeding establishment not later than October 6, 2023.

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

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to

## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

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

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$700.00 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).

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

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

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

- How incidents involving bullying or harassment will be investigated and resolved in a prompt, thorough, and impartial manner.

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

**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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

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

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

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

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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** - Modify as follows:

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

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

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

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

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

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

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the Standard Specifications add this if adding 196.91:  
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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

Comply with Section 00197 of the Standard Specifications.

**END OF SECTION**



**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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.

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

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

**00220.02(a) General Requirements** - Add the following bullets to the end of the bullet list:

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.
- Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW TRAFFIC PATTERN AHEAD" (W23-2) signing according to 00222.40. Keep the signs in place for 30 Calendar Days after completing the modifications.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.
- 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.

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

- For an active Work Area controlled at each end by flaggers and pilot car, provide transportation for pedestrians and bicyclists through the active Work Area according to Section 00223 and Section 00228.

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

One or more Traffic Lanes may be closed on the Canby Marquam Highway and Lone Elder Rd when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

- Daily, Monday through Thursday, between 9:00 a.m. and 4:00 p.m.
- Friday, between 9:00 a.m. and 3:00 p.m.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

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

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

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

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

**00222.00 Scope** - Add the following paragraph to the end of this subsection:

Provide a minimum two Portable Changeable Message Signs and install a minimum seven days prior to start of construction. Provide Engineer proposed wording.

**00222.15(b) Portable Changeable Message Signs** - Add the following paragraph to the end of this subsection:

For PCMS mounted on rollers, use 2-line PCMS from the QPL.

**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 the County Highway, according to the "TCD Spacing Table" shown on the 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.
- Install a "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately 500 feet in advance of Intersection, facing northbound, southbound, and eastbound incoming traffic.
- Keep the "NEW TRAFFIC PATTERN AHEAD" signs in place 30 Calendar Days after installing the new intersection lane configuration.
- When the existing centerline striping on the County Highway 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 "NO CENTER LINE" (W8-12) signs on approximately 2 mile intervals for each direction of traffic.

## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

- 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 \_\_ MILES", "ROAD WORK AHEAD", and "NO CENTER LINE" (with "NEXT \_\_ 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 a "Bicycle ON ROADWAY" (CW11-1) symbol sign and a 24 by 18-inch "NEXT XX MILES" (W7-3aP) plaque according to "Sign Spacing A", from the "TRAFFIC CONTROL DEVICES SPACING TABLE" shown on the Standard Drawings, after the "ROAD WORK AHEAD" sign. Install a "Bicycle ON ROADWAY" symbol sign on 1 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

**END OF SECTION**



**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

Comply with Section 00223 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES**

Comply with Section 00224 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00225 - TEMPORARY PAVEMENT MARKINGS**

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

**00225.42(b) Wearing Course** - Replace the bullet that begins “For left hand solid lines...” with the following bullet:

- For left hand solid lines and skip lines striping, use temporary removable tape or pavement markers.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING**

Comply with Section 00228 of the Standard Specifications modified as follows:

**00228.00 Scope** - Replace this subsection, except subsection number and title, with the following:

In addition to the requirements of Section 00221, this Work consists of furnishing, installing, operating, maintaining, inspecting, and removing temporary devices for accommodating pedestrians and bicyclists through a work zone.

**00228.80(a) Length Basis** - Replace this subsection, except subsection number and title, with the following:

Pedestrian channelizing devices and bicycle channelizing devices will be measured on the length basis upon delivery to the Project. The quantities will be limited to those in the approved TCP.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00270 - TEMPORARY FENCES**

Comply with Section 00270 of the Standard Specifications modified as follows:

**00270.00 Scope** – Add the following paragraph to the end of this subsection:

Provide temporary fencing at the following locations:

Right of Way File 1 (8990 S. Lone Elder Rd; TL 41E10 01802) – where existing post and rail wood fence occurs.

Construct temporary fencing in the area between the existing wood fence and the proposed Temporary Construction Easement (TCE) line, prior to removal of the existing post and rail wood fence and until replacement of the 4-Rail Post and Rail Pressure Treated Wood Fence has been completed. Provide temporary fencing of material and construction to secure and contain livestock.

**00270.90 Payment** -

Add the following pay item to the pay item list:

(d) TEMPORARY LIVESTOCK FENCE .....Foot

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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, necessary to keep it representative of current site conditions and compliant with the 1200-CA Permit.

Add the following paragraph to the end of this subsection:

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.

## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

Names and positions of all personnel responsible for the installation and maintenance of stormwater control measures.

Information required under 1200-CA permit.

- 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.

**00280.16(i) Concrete Washout** – Replace this subsection, except subsection number and title, with the following:

Furnish impermeable, spill resistant, leak proof concrete washout basin of sufficient size and quantity to retain all concrete wash water and concrete waste developed during construction, meeting the following requirements:

- (1) Field fabricated washout basin as shown and consisting of the following:
  - **Straw Bales** - Standard rectangular straw bales, with straw Material according to 01030.15, except no certification is required.
  - **Plastic Sheeting** - Minimum 10-mil thick polyethylene plastic sheeting.
  - **Staples** - 1/8-inch diameter steel wire staples. 2-inch "U" width with a length of 6 inches minimum
- (2) Manufactured basins sufficiently durable to be removed intact, or cleaned of content without releasing concrete material or concrete washout water.

**00280.46(a) Construction Entrances** - Add the following to the end of this subsection:

Construct the construction entrances as shown or directed.

**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.

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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
Sediment Barrier, Type 8 .....	50 LF

**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".

Replace the paragraph that begins "When only Item (a) is..." with the following paragraph:

Additional ESC devices required for permit compliance will be paid for as Extra Work according to Section 00196.

**END OF SECTION**



**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.
- 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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00305 - CONSTRUCTION SURVEY WORK**

Comply with Section 00305 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00330 - EARTHWORK**

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

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

Perform all earthwork under this Section except for Stone Embankment on the excavation basis. The total embankment quantity is estimated at 25 cubic yards.

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

**00330.91(d) General Excavation** - Delete the bullet that begins "Includes Unsuitable Material...".

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00331 - SUBGRADE STABILIZATION**

Comply with Section 00331 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00340 - WATERING**

Comply with Section 00340 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00350 - GEOSYNTHETIC INSTALLATION**

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

**00350.01 Definitions** - Replace the sentence that begins “**Embankment Geotextile** - For installation...” with the following sentence:

**Embankment Geotextile** - Embankment geotextile is used as a reinforcement within embankments and as a separation and reinforcement under embankments.

Replace the bullet that begins “**Nonwoven Geotextile** - A textile...” with the following bullet:

- **Nonwoven Geotextile** - A textile produced by bonding or interlocking of fibers by mechanical, heat or chemical means.

Replace the sentence that begins “**Riprap Geotextile** - For installation...” with the following sentence:

**Riprap Geotextile** - Riprap geotextile is used as a filter and separator behind or beneath riprap, Buttresses, inlays, shear keys and erosion control applications.

Replace the sentence that begins “**Subgrade Geotextile** - For installation...” with the following sentence:

**Subgrade Geotextile** - Subgrade geotextile is used as a separator and reinforcement on Subgrades and in other material separation applications.

**00350.41(f)(5) Geotextile Placement** - Replace the paragraph that begins “Slit wrinkles or folds ...” with the following paragraph:

Slit wrinkles or folds exceeding 1 inch and lay flat. Shingle-lap not more than 6 inches in the direction of the paving. Broom or squeegee to smooth the geotextile and pneumatic roll to maximize geotextile contact with the Pavement surface. Additional hand-placed sealant material may be required at laps as determined.

**END OF SECTION**



**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00390 - RIPRAP PROTECTION**

Comply with Section 00390 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL**

Comply with Section 00405 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00415 - VIDEO PIPE INSPECTION**

Comply with Section 00415 of the Standard Specifications modified as follows:

**00415.22 Mainline Inspection Equipment with Laser Profiler** - Replace this subsection, except for the subsection number and title, with the following:

Provide laser profiler, software and equipment according to 00415.20 and ASTM F3080.

**00415.42 Post Installation Video Inspection** - Replace this subsection, except for the subsection number and title, with the following:

Perform post construction video inspection according to 00415.40 and 00415.41. Video inspect the pipe interior no sooner than 30 Days after the trench backfill and compaction have been completed, and before any paving is performed. If the Contract duration does not permit a 30 Day waiting period the Engineer may adjust the duration period.

**(a) Deflection Testing for Flexible Pipe** - Perform post construction deflection testing for all flexible pipe including plastic, metal, and aluminum pipe using one of the approved following methods.

**(1) Remote Video Inspection with Laser Profiler** - Calibrate and perform deflection inspection according to ASTM F3080. Use video inspection equipment meeting the requirements of 00415.22.

**(2) Manual Deflection Test** - Use Equipment meeting the requirements of 00415.23.

In addition to 00415.41(b):

Measure the deflection of the pipe using either a metal or a fabric tape and read at least to the nearest 1/2 inch. Measure the smallest inside diameter three times for each pipe section in the run. Take the first measurement vertically from the crown to invert (12 o'clock to 6 o'clock positions). Take the second measurement by rotating 60 degrees from vertical (2 o'clock to 8 o'clock positions). Take the third measurement by rotating 120 degrees from vertical (4 o'clock to 10 o'clock positions). For all measurements, stretch tape to full extent across the inside of the pipe.

Calculate percent deflection using the following formula:

$$\text{Percent Deflection} = [(D1 - D2) \div D1] \times 100$$

where:

D1 = Initial measurement according to AASHTO Nominal Diameter

D2 = Most deflected measurement in each pipe run after construction

**00415.70 Video Inspection Recording and Written Inspection Report** - Replace the title of this subsection with **"Video Inspection Recording and Inspection Report"**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**00415.70(a) Inspection Report** - Replace this subsection, except for the subsection number and title, with the following:

Provide a written inspection report that includes each defect, deformity, and joint along with the distance from the inspection starting point. Provide still digital images in the report along with a reference and description of each defect, deformity and joint.

**00415.70(b) Deflection Report** - Replace this subsection, except for the subsection number and title, with the following:

For laser profiler provide an inspection report according to ASTM F3080.

If a manual deflection test was performed provide a written deflection inspection report that includes each deformity with the distance from the inspection starting point. Include in the report all measurements, calculations and still digital images and descriptions of each deformity.

**00415.71 Corrections to Deficiencies in Work** - Replace the paragraph that begins "Submit a repair plan to the Engineer for approval ..." with the following paragraph:

Submit a repair plan to the Engineer for approval of all detrimental pipe deficiencies that are revealed in the video recording and written report. Repair all deficiencies within 48 hours after receiving notification from the Engineer. Re-perform the video inspection, submit the new video, and update the written report at no additional cost to the Agency.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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).

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

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

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS**

Comply with Section 00442 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

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

**00445.43(b) Concrete Pipe** - Replace this subsection, except for the subsection number and title, with the following:

Lay elliptical reinforced pipe so that the top or bottom marks are not more than 5 degrees from vertical.

**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 video and deflection testing.

(b) **Storm Sewer, Siphon, Irrigation and Sanitary Sewer Installations** - After laying and joining pipe for storm sewer, siphons, irrigation, sanitary sewers, and backfilling trenches, test the installations for watertightness, including inlet and outlet connections. Perform video, deflection, hydrostatic, and low-pressure air testing.

**00445.71(a) General** - Replace the paragraph that begins "All sanitary gravity systems, siphon systems..." with the following paragraph:

All storm gravity sewer systems, sanitary gravity systems, siphon systems and irrigation systems and appurtenances shall successfully pass a hydrostatic or air test prior to acceptance and shall be free of visible infiltration of water. Test manholes as specified in Section 00470.

**00445.72(b) Hydrostatic Testing** - Replace this subsection with the following subsection:

**00445.72(b) Exfiltration Leakage Testing** - Prior to the exfiltration leakage test, the pipe test section may be filled with clear water to permit normal absorption into the pipe walls. Keep the test pipe section saturated for a minimum of 4 hours. After the absorption period, refill the pipe to the required test head.

Exfiltration leakage shall not sustain losses of more than 0.04 gallons per hour per inch diameter per 100 feet of pipe, except 0.3 gallons per hour, per inch per 100 feet may be used in arid climate zones if approved by the Engineer. The hydrostatic head shall be a minimum 6-foot water column above the crown of the highest section of pipe including service connections, or exceed the maximum estimated groundwater level. The Engineer will make the final decisions regarding test height for the water in the pipe section.

The length of pipe tested by exfiltration shall be limited so that the pressure on the invert of the lower end of the section shall not exceed 16 feet of water column. Account for all service connection footage for computing allowable leakage.

**00445.72(c)(3)** - Replace this subsection, except for the subsection number and title, with the following:

## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

Add air slowly to the test section until the internal air pressure is raised to 4 psi greater than the average back pressure due to groundwater.

**00445.72(c)(6)** - Replace this subsection, except for the subsection number and title, with the following:

Record the time in seconds that is required for the internal air pressure to drop from 3.5 psi to 2.5 psi greater than the average backpressure due to groundwater.

For air permeable Materials (concrete & clay) the tested section will be acceptable if the time recorded in paragraph (6) above is not less than the time in seconds (T) computed by the formula:

$$T = K/C$$

Where:

K = the sum of the computations (0.011 d<sup>2</sup>L) for each size of pipe and its length in the section

C = the sum of the computations (0.0003882 dL) for each size of pipe and its length in the section, except that the minimum value for C shall be 1

d = inside diameter of the pipe in inches

L = length of pipe in feet

For non-air permeable pipe (Metal, PVC, HDPE, ABS composite), the section tested shall be accepted if the time recorded in (6) above is not less than the time determined by the following equation.

$$T = 0.085 (DK/Q)$$

Where:

T = shortest time allowed for air pressure to drop 1.0 psig (seconds)

K = 0.000419 DL but not less than 1.0

Q = leak rate in cubic feet/minute/square feet of internal surface = 0.0015 CFM/SF

D = measured average inside diameter of pipe (inches)

L = length of tested section (feet)

**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 one of the following methods.

**(a) Remote Video with Laser Profiler** - Conduct remote video with laser profiler testing according to 00415.42.

**(b) Manual Deflection Test** - Conduct manual inspection deflection testing according to 00415.42.



## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**(c) 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 on a manhole-to-manhole basis 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. Conduct the test concurrently with video inspection. Pull the mandrel in front of the camera so that the deflection testing is clearly recorded on the video tape unless approved by the Engineer. Provide a water depth gauge, located on the video camera side of the mandrel with the following characteristics:

- Graduated with marks at 0.50 inch increments clearly visible during video inspection.
- Capable of measuring water depth in 0.50 inch increments from 0.50 inch to 2.50 inches.
- Designed so that it will remain plumb regardless of the rotation of the mandrel or video camera.

**00445.74 Video Inspection of Sanitary and Storm Sewers** - Replace this subsection with the following subsection:

### **00445.74 Video Inspection of Culverts, Sanitary and Storm Sewers:**

**(a) Pre-Construction Video Inspection** - For all existing culverts being extended or repaired perform video pipe inspection according to Section 00415.

For all existing sanitary sewer and storm sewers being altered or repaired, perform video pipe inspection, according to Section 00415. Video the sewer system between the nearest upstream manhole where Work is not being performed and the nearest downstream manhole where Work is not being performed, including all lateral runs between end manholes.

When replacing entire pipe sections or runs a video pipe inspection is not required prior to replacement.

**(b) Post-Construction Video Inspection** - When constructing a new run, an extension, or a repair of sanitary sewer, storm sewer, or culvert pipe, perform video pipe inspection, according to Section 00415, including the locations where new pipe meets existing pipe.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS**

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

**00470.41(c) Grates, Frames, Covers and Fittings** - Replace this subsection, except for the subsection number and title, with the following:

Set metal frames for manholes on full non-shrink grout beds to prevent infiltration of surface water or groundwater between the frame and the concrete of the manhole section. If concrete is to be poured around the frames, coat the portion of the frame that will contact the concrete with hot asphalt before placing the concrete. Set frames, covers and grates true to the locations and grades established. Clean bearing surfaces and provide uniform contact. The use of a bolt adjustment system for frames from the QPL is allowed. Secure all fastenings. Construct all mortared, sanitary sewer manhole necks and all riser ring joints made with non-shrink grout using an approved commercial concrete bonding agent applied to all cured concrete surfaces being grouted.

**00470.42 Precast Concrete Catch Basins and Inlets** - Add the following sentence to the end of this subsection:

Grade adjustments using a bolt system from the QPL is allowed.

**00470.90 Payment** -

Add the following pay item to the pay item list:

- (I) Concrete Inlet with Modified Overflow and Beehive Grate..... Each

No separate or additional payment will be made for wire rope, tee, or orifice.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES**

Comply with Section 00490 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00495 - TRENCH RESURFACING**

Comply with Section 00495 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00640 - AGGREGATE BASE AND SHOULDERS**

Comply with Section 00640 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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 1 Ton of Emulsified Asphalt in tack coat will be required on this Project.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00738 - SAFETY EDGE**

Comply with Section 00738 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00744 - ASPHALT CONCRETE PAVEMENT**

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

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

Provide PG64-22 grade asphalt cement for this Project.

Add the following subsection:

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

**END OF SECTION**



**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES**

Comply with Section 00749 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

Comply with Section 00850 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00855 - PAVEMENT MARKERS**

Comply with Section 00855 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

Comply with Section 0865 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications modified as follows.

**00867.90 Payment** - Add the following paragraph after the paragraph that begins "Item (p) includes one...":

Item (q) includes Transverse Shoulder Bars.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

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

Comply with Section 00905 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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	0.50 cu. yd.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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 Slip Base Sign Supports	87 lbs.

**END OF SECTION**



**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 00940 - SIGNS**

Comply with Section 00940 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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 rain garden filtration facility with underdrain as shown.

**Materials**

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

Drainage Geotextile, Type 1.....	02320
Granular Drain Backfill Material.....	00430.11
Manholes, Catch Basins, and Inlets .....	00470.11
Slope and Channel Liner Matting .....	00280.14(e)
Riprap .....	00390.11
Riprap Geotextile, Type 1 .....	02320
Storm Sewer Pipe .....	00445.11
Open-Graded Aggregate.....	02630.11

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

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

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**01012.15 Slope and Channel Liner Matting** - Furnish channel liner matting meeting the requirements of 00280.14(e) for resistance to shear stresses calculated for a 10-year storm event.

**Construction**

**01012.40 General** - Construct water quality biofiltration 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) **Scarify** - After excavation scarify the subsoil area a minimum 12 inches deep.
- (b) **Laying Pipe** - Lay the pipe according to Section 00445. Place pipe with perforations down.
- (c) **Joining Pipe** - Fasten pipes together with coupling fittings or bands as specified for the type of pipe used. Cap the upstream end of the pipe.
- (d) **Inspection and Repair** - Place the water quality mix only after all the pipe is laid, joined, and inspected. Remove and reinstall or replace all pipe that is out of alignment, has settled, or is damaged at no additional cost to the Agency.
- (e) **Placement of Water Quality Mixture** - Place the water quality mixture in maximum 12 inch Lifts. Compact each Lift with a water filled landscape roller or approved equal.
- (g) **Seeding** - Apply seed according to 01030.13.
- (h) **Slope and Channel Liner Matting and Seeding** - After seeding install slope and channel liner matting as shown or directed.
- (i) **Check Dams** - Install temporary check dams spaced at intervals 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:

**Rain Garden Filtration Facility, Sta 14+59.25 to Sta 16+31.06, LT Quantities:**

Item	Quantity
------	----------

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

Excavation .....	257 Cu. Yd.
Granular Drain Backfill 1 1/2" – 3/4" Washed Crushed....	56 Cu. Yd.
Open-Graded Aggregate 3/4" – 1/4" .....	10 Cu. Yd.
Water Quality Mixture (Growing Medium/Blended Soil)...	75 Cu. Yd.
6-Inch HDPE Subsurface Drain Pipe .....	125 Foot
Waterproof Liner, Type 30 mil PVC.....	340 Sq. Yd.

Concrete inlet with modified overflow and beehive grate will be measured according to section 00470.

**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 "**Rain Garden Filtration Facility, Sta 14+59.25 to Sta 16+31.06**, with underdrain".

The drainage facility identification number will be inserted in the blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

Excavation will be paid according to 00330.90.

Concrete inlet with modified overflow and beehive grate will be paid according to section 00470.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 01030 - SEEDING**

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

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

Provide the following seed mix formulas:

- **Stormwater Facility Grass Mix Seeding:**

<b>Botanical Name (Common Name)</b>	<b>PLS (lb/acre)</b>	<b>÷ (% Purity minimum)</b>	<b>x (% Germination minimum)</b>	<b>= Amount (%)</b>
<u>Festuca arundinacea</u> (Dwarf Tall Fescue)	_____	_____	_____	<u>40</u>
<u>Lolium perenne</u> (Dwarf Perennial Rye)	_____	_____	_____	<u>30</u>
<u>Festuca rubra</u> (Creeping Red Fescue)	_____	_____	_____	<u>25</u>
<u>Agrostis capillaris</u> (Colonial Bent Grass)	_____	_____	_____	<u>5</u>
				120 lbs/acre

\* Oregon Certified Seed

- **Erosion Control Mix Seeding:**

<b>Name</b>	<b>PLS (lb/acre)</b>	<b>÷ (% Purity minimum)</b>	<b>x (% Germination minimum)</b>	<b>= Amount (lb/acre)</b>
PT 855 ODOT Erosion Control Mix, by Pro Time Lawn Seed or approved equal				40lbs/acre

**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.

**01030.15 Mulch** - Add the following paragraph and bullets to the end of this subsection:

Furnish straw mulch for all temporary roadside erosion control seeding, except hydromulch may be used under the following conditions:

- Spring planting west of the Cascades between March 1 and May 15.
- Slopes are steeper than 1V to 1.5H and longer than 16 feet.
- Residential or commercial sites with low erosion potential such as sidewalk, median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved.

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

**01030.60 General** - Add the following sentences after the last bullet:

The minimum living plant coverage for native plant seeding is 80 percent of ground surface.

**01030.80 Measurement** - Add the following to the end of this subsection:

Soil testing will be measured according to 01040.80

**01030.90 Payment** - Add the following to the end of this subsection:

Soil testing will be paid for according to 01040.90.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 01040 - PLANTING**

Comply with Section 01040 of the Standard Specifications.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**SECTION 01050 - FENCES**

Comply with Section 01050 of the Standard Specifications modified as proposed:

**01050.00 Scope** – Add the following paragraph to the end of this subsection:

Remove existing Type 2 Fence. Construct 5 ft. tall “Non-Climb Horse Fence” in the locations shown on the plans. Notwithstanding standard fence installation procedures, wire mesh fencing fabric shall be installed on the inside of the livestock grazing area, attached to inward-facing studded metal T-posts (toward livestock); posts approximately 10 ft. on center.

Remove existing 4-Rail Post and Rail Pressure Treated Wood Fence. Construct 4-Rail Post and Rail Pressure Treated Wood Fence in the locations shown on the plans. Match color and style. Notwithstanding standard fence installation procedures, wooden post and rail members shall be installed on the inside of the livestock grazing area (toward livestock). If any of the posts are buried in concrete match accordingly. Posts approximately 10 ft. on center.

Relocate existing Heavy Duty Steel-Pipe Livestock Gate adjacent to horse track riding stable. Place gate nearest to the existing barn by moving it west and connected to wooden gate post directly adjacent to the barn (coordinate with property owner). Opposite side of gate extends east and attach to new a fence section, protruding from new fence line along the east side of the horse track riding stable.

**01050.10 Materials** – Add the following to the listed materials:

Supply “Square Deal Non-Climb Horse Fence” or approved equal. Fence material can be obtained from Redbrandstore.com or other supplier. Fence material to be to be Class 1, #1348-2-12-1/2 gauge or equal. Supply studded metal T-posts in accordance with Section 03010.50.

Supply pressure treated wood materials for the 4-Rail Post and Rail Wood Fence.

**01050.80 Measurement** – Add the following:

(j) **“Non-Climb Horse Fence”** – Horse fence will be measured on the length basis. Measurement will be from center to center of posts, measured along the line and grade of each separate continuous run of fence as constructed, including gates along fence line.

(k) **4-Rail Post and Rail Pressure Treated Wood Fence** – Measurement will be on a length basis. Measurement will be from center to center of posts, measured along the line and grade of each separate continuous run of fence as constructed, including gates along fence line.

(l) **Heavy Duty Steel-Pipe Livestock Gate** – Measurement will be on an unit basis.

**001050.90 Payment** -

Add the following pay item to the pay item list:

(f) **“Non-Climb Horse Fence”** – Horse fence will be paid for at the Contract unit price, per unit of measure, for the following items:



**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

(a) 5 FT "NON-CLIMB HORSE FENCE" ..... Foot

**(g) 4-Rail Post and Rail Pressure Treated Wood Fence** – Pressure treated wood fence will be paid for at the Contract unit price, per unit of measure, for the following items:

(a) "4-RAIL POST & RAIL PRESSURE TREATED WOOD FENCE" ..... Foot

**(h) Heavy Duty Steel-Pipe Livestock Gate** – Livestock gate will be paid for at the Contract unit price, per unit of measure, for the following items:

(a) "HD STEEL-PIPE LIVESTOCK GATE" ..... Each

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.

**END OF SECTION**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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 Jennings Avenue has a speed designation of 35 MPH or less.

**(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  
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@ejiw.com](mailto:ajorgenson@ejiw.com)

- Product No. 00367311 12" x 7-7/8" Monument Frame (catalog #3673Z)

## **Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

- 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**

**Canby-Marquam Hwy at Lone Elder Rd Intersection Improvements  
Earthwork And Drainage, Aggregate Bases, Asphalt Concrete Paving And Oiling**

**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.

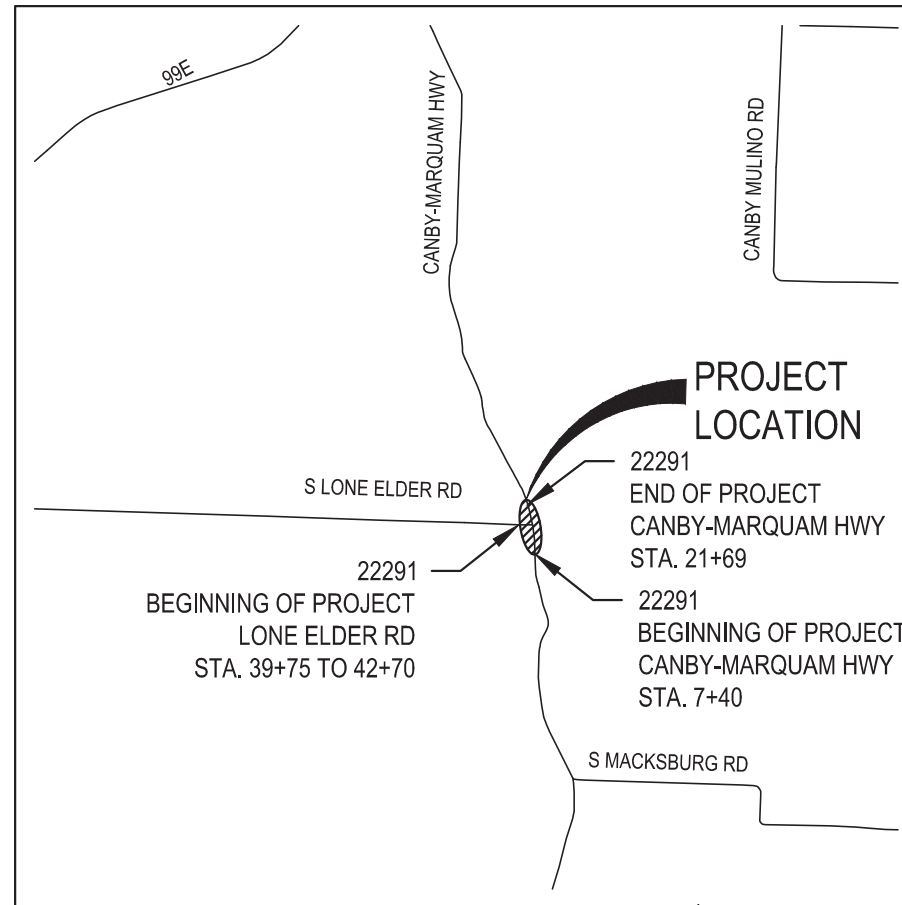
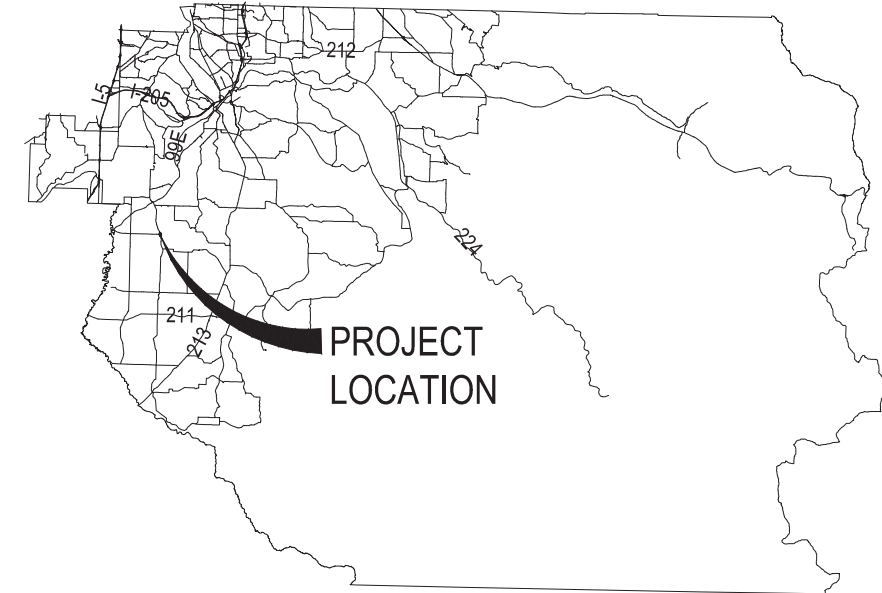
**END OF SECTION**

# CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

## CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS

### EARTHWORK AND DRAINAGE, ASPHALT CONCRETE PAVING AND STRIPING

CLACKAMAS COUNTY, OREGON  
SUMMER 2022



T. 4S, R. 1E, SEC. 10

**VICINITY MAP**

SCALE: NTS



**ATTENTION :**  
OREGON LAW REQUIRES YOU TO FOLLOW RULES  
ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER.  
THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH  
OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER.



**BASIS OF BEARINGS:**

THE PROJECT WAS SURVEYED USING THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE, LAMBERT CONFORMAL CONIC PROJECTION, NAD 83 (2011) EPOCH 2010.00, USING INTERNATIONAL FEET UNITS, GEOID MODEL "GEOID 12A", NAVD88 . THE DERIVED BASIS OF BEARING, N89°45'58"E, BETWEEN THE FOUND AND HELD SECTION CORNER OF SECTIONS 9, 10, 15 AND 16, USBT 2013-031 AND THE FOUND AND HELD ONE-QUARTER SECTION CORNER OF SECTIONS 10 AND 15, TOWNSHIP 4 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, BT 2013-038 AS SHOWN HEREON.

**DATUM:**

THE ELEVATION DATUM, NAVD 88, WAS DERIVED FROM THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE, LAMBERT CONFORMAL CONIC PROJECTION, EPOCH 2011, GEOID 12B.



RENEWS: 12/31/2024

SHEET LIST TABLE	
Sheet Number	Sheet Title
A-01	COVER SHEET
A-02	LEGEND
A-03	STD DWGS & ABBREVIATIONS
B-01	STANDARD SECTIONS - CANBY
B-02	STANDARD SECTIONS - CANBY
B-03	STANDARD SECTIONS - CANBY
B-04	STANDARD SECTIONS - LONE ELDER
B-05	STANDARD SECTIONS - LONE ELDER
B-06	STANDARD SECTION DETAILS
C-01	GRADING & EC PLANS
C-02	GRADING & EC PLANS
C-03	GRADING & EC DETAILS & NOTES
D-01	PLAN SHEET LAYOUT
D-02	PLAN & PROFILE - CANBY
D-03	PLAN & PROFILE - CANBY
D-04	PLAN & PROFILE - CANBY
D-05	PLAN & PROFILE - LONE ELDER
E-01	DRIVEWAY GRADING
E-02	DRIVEWAY GRADING
SS-01	SIGNING AND STRIPING PLAN
SS-02	SIGNING AND STRIPING PLAN
SS-03	SIGNING AND STRIPING DETAILS
ST-01	STORMWATER PLAN & PROFILE
ST-02	STORMWATER PLAN & PROFILE
ST-03	STORMWATER DISPERSION PLAN
ST-04	STORMWATER DISPERSION PLAN

W:\21915000\CAD\CIVIL\CD\1500-CD-COVER.DWG 8/24/2020 1:35 PM

COVER SHEET  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS  
DATE: MAY 2021 PROJECT NO.: 22291

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com  
**CLACKAMAS COUNTY**  
DAN JOHNSON DIRECTOR

























DESIGNED BY:	DRAFTED BY:	CHECKED BY:
ATW	ATW	RPM
NO. / DATE:		
REVISIONS		
Sheet No.	A-01	

W:\21915000\CAD\CIVIL\CD\1500-CD-COVER.DWG 8/24/2020 1:35 PM

## SYMBOLS

### EXISTING







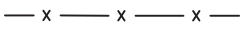



















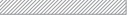

### PROPOSED

	FOUND QUARTER SECTION CORNER, AS NOTED	
	MONUMENT, AS NOTED. HELD UNLESS OTHERWISE NOTED	
	CARDNO CONTROL POINT	
	DITCH INLET	
	ROOF DRAIN	
	STREET LIGHT (COBRA ARM)	
	UTILITY POLE	
	GUY WIRE	
	TELEPHONE MANHOLE	
	FIBER OPTIC WARNING SIGN	
	CABLE TELEVISION RISER	
	STAND PIPE	
	UNKNOWN RISER	
	UNKNOWN UTILITY VAULT	
	UNKNOWN JUNCTION BOX	
	PARKING BUMPER	
	BOLLARD	
	GATE POST	
	MAILBOX	
	SIGN POST	
	DOUBLE POST SIGN	
	MONITORING WELL	
	FLOW ARROW	
	AREA DRAIN	

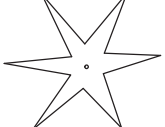

## LINETYPES

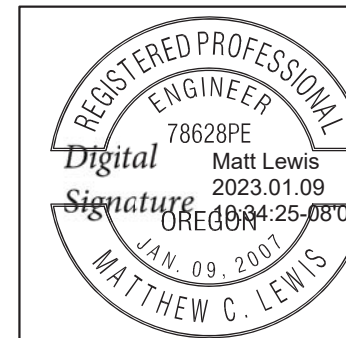
### EXISTING

### PROPOSED

	RIGHT-OF-WAY LINE	
	TEMPORARY CONSTRUCTION EASEMENT	
	SECTIONAL LINE	
	FENCE LINE, TYPE AS NOTED	
	STORM DRAINAGE LINE	
	SANITARY SEWER LINE	
	UNDERGROUND WATER LINE	
	UNDERGROUND ELECTRICAL LINE	
	UNDERGROUND TELEPHONE LINE	
	UNDERGROUND FIBER OPTIC LINE	
	UNDERGROUND CABLE TV LINE	
	UNDERGROUND NATURAL GAS LINE	
	INDICATES DATA FROM AS BUILT INFORMATION	
	OVERHEAD WIRE	
	DITCH LINE	
	GRADING LIMITS	
	TREE/VEGETATION LINE	
	ASPHALT SURFACE	
	CONCRETE SURFACE	
	GRAVEL SURFACE	

## VEGETATION

	CONIFEROUS TREE
	DECIDUOUS TREE



RENEWS: 12/31/2024

### LEGEND

CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

DATE: MAY 2021 PROJECT NO.: 22291

 **Cardno**  
 PORTLAND  
 6720 SW MACADAM AVE STE 200, PORTLAND, OR  
 97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
 www.cardno.com  
 **CLACKAMAS COUNTY**

DAN JOHNSON DIRECTOR

DESIGNED BY: A TW	DRAFTED BY: A TW	CHECKED BY: RPM
----------------------	---------------------	--------------------

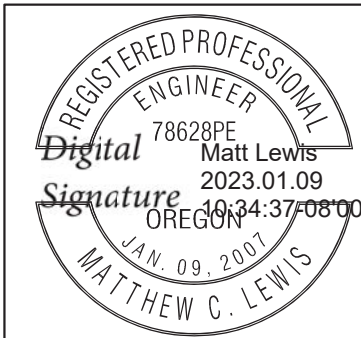
NO.	DATE	REVISIONS

Sheet No. A-02

W:\21915000\CAD\CIVIL\CD\1500-CD-COVER.DWG 8/24/2020 1:35 PM

CCDTD/WES STANDARD DRAWING REFERENCES	
C100	STREET STRUCTURAL SECTION
C140	ARTERIAL ROADWAY SECTION
D3	RAIN GARDEN - FILTRATION
M150	MONUMENT BOX GREATER THAN 35 MPH
ODOT STANDARD DRAWING REFERENCES	
RD100 - RD101	MAILBOX SUPPORT & INSTALLATION
RD300	TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS
RD317	CULVERT EMBANKMENT PROTECTION AND RIPRAP PADS
RD318	SLOPED ENDS FOR CONCRETE PIPE
RD342	SHALLOW MANHOLES
RD356	MANHOLE COVERS AND FRAMES
RD368	CONCRETE INLETS TYPE M-E, M-O, B AND B-SL
RD610	ASPHALT CONCRETE PAVEMENT (ACP) DETAILS
RD615	ASPHALT CONCRETE PAVEMENT (ACP) DETAILS
RD1005	CHECK DAMS TYPE 1, 3 AND 4
RD1010	INLET PROTECTION TYPE 2, 3, 6, 7, 10 AND 11
RD1032	SEDIMENT BARRIER - TYPE 8
RD1040	SEDIMENT FENCE
TM500 - TM503	PAVEMENT MARKING STANDARD DETAIL BLOCKS
TM800	TABLES, ABRUPT EDGE AND PCMS DETAILS
TM810	TEMPORARY PAVEMENT MARKINGS
TM821 - TM822	TEMPORARY SIGN SUPPORTS
TM841	INTERSECTION WORK ZONE DETAILS
TM850	2-LANE, 2-WAY ROADWAYS
STANDARD DRAWING RESOURCES	
CCDTD/WES	<a href="http://www.clackamas.us/engineering/roadway.html">HTTP://WWW.CLACKAMAS.US/ENGINEERING/ROADWAY.HTML</a>
ODOT	<a href="http://www.oregon.gov/odot/engineering/pages/standards.aspx">HTTP://WWW.OREGON.GOV/ODOT/ENGINEERING/PAGES/STANDARDS.ASPX</a>

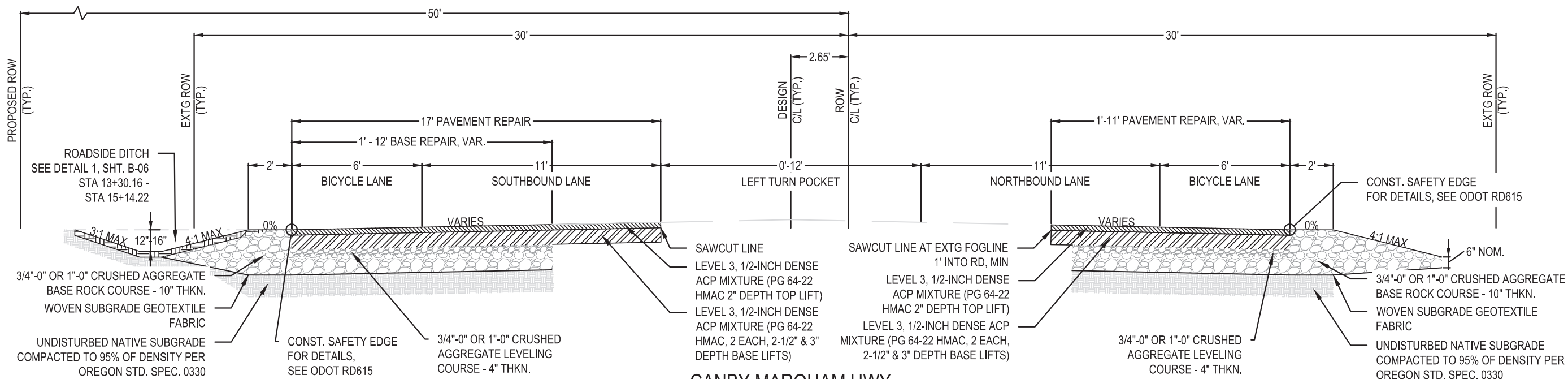
ABBREVIATIONS					
ACP	ASPHALT CEMENT PAVEMENT	MH	MANHOLE	SEC	SECTION
CB	CATCHBASIN	N	NORTH	S	SOUTH
C/L	CENTERLINE	NOM	NOMINAL	SE	SOUTHEAST
CONST	CONSTRUCT	NTS	NOT TO SCALE	SHT.	SHEET
CT	COURT	ODOT	OREGON DEPT. OF TRANSPORTATION	STA.	STATION
DWG	DRAWING	PROP, PR	PROPOSED	STD.	STANDARD
E	EAST	PT	POINT	STR.	STRUCTURE
EC	EROSION CONTROL	PUE	PUBLIC UTILITY EASEMENT	SD	STORM DRAIN
ELEV	ELEVATION	PVI	POINT OF VERTICAL INTERSECTION	THKN.	THICKNESS
EXTG, EX	EXISTING	R	RANGE	T	TOWNSHIP
HORIZ	HORIZONTAL	RD	ROAD	TCE	TEMPORARY CONST EASEMENT
IE	INVERT ELEVATION	RT	RIGHT	TYP	TYPICAL
LF	LINEAR FEET	R/W, ROW	RIGHT OF WAY	VERT	VERTICAL
LT	LEFT	SS	SANITARY SEWER	W	WEST



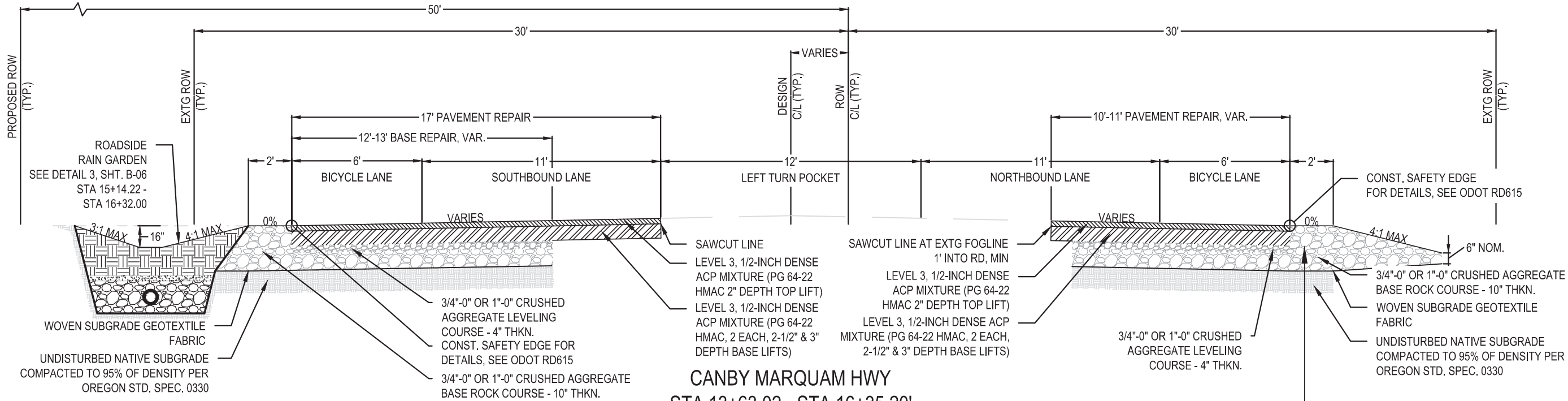
<b>STD DWGS &amp; ABBREVIATIONS</b>	CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS	DATE: MAY 2021	PROJECT NO.: 22291
 <small>PORTLAND 6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com</small>		 <small>CLACKAMAS COUNTY</small>	
<small>DESIGNED BY: A TW</small>		<small>DRAFTED BY: A TW</small>	
<small>CHECKED BY: RPM</small>		<small>DIRECTOR DAN JOHNSON</small>	
REVISIONS	NO. DATE:		
<small>Sheet No.</small> <b>A-03</b>		<small>RENEWS: 12/31/2024</small>	



W:\21915000\CAD\CIVIL\_CD\1500-CD-SECT.DWG 8/24/2020 1:38 PM

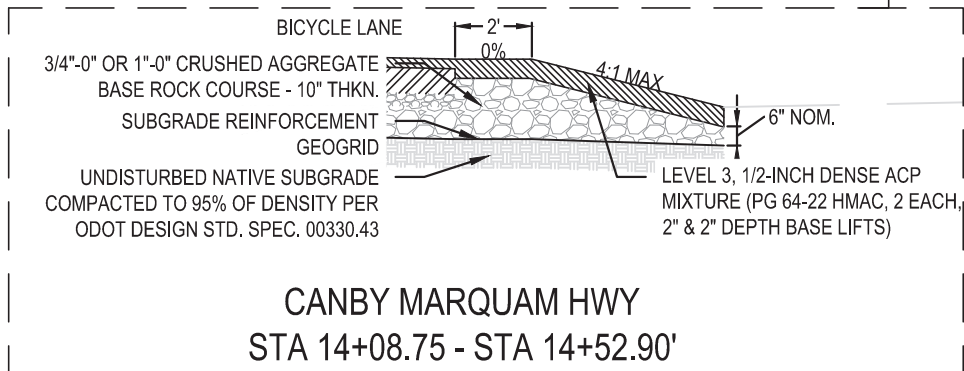


CANBY MARQUAM HWY  
STA 10+25.00 - STA 13+63.02

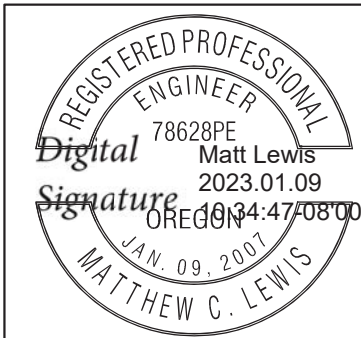


CANBY MARQUAM HWY  
STA 13+63.02 - STA 16+35.20'

NOTE:  
1. ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE NOTED.  
2. SIDE SLOPES ARE SHOWN AS HORIZONTAL TO VERTICAL.  
3. THE MAXIMUM COMPACTED THICKNESS OF ANY ONE AGGREGATE LAYER SHALL NOT EXCEED 6 INCHES UNLESS APPROVED.



CANBY MARQUAM HWY  
STA 14+08.75 - STA 14+52.90'



RENEWS: 12/31/2024

**STANDARD SECTIONS - CANBY**  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

DATE: MAY 2021 PROJECT NO.: 22291

DIRECTOR  
DAN JOHNSON

REVISIONS

NO.	DATE:	

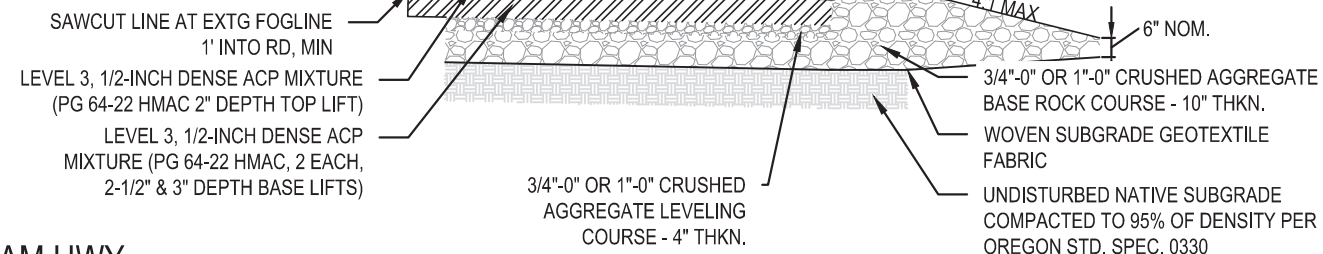
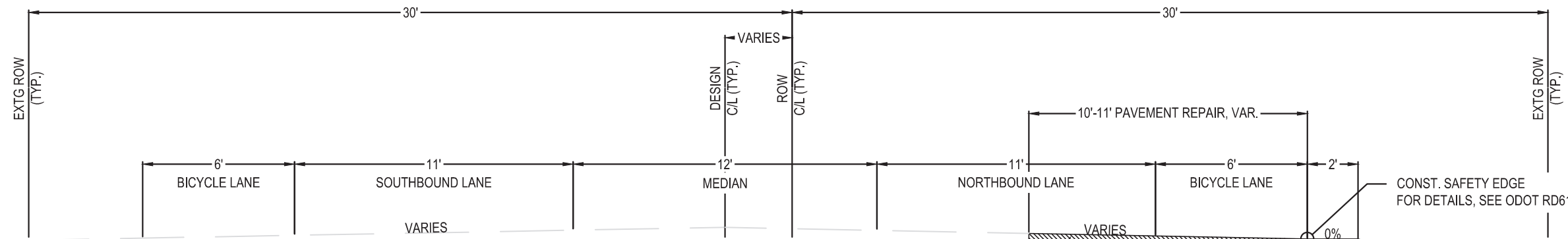
Sheet No. B-01

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE, STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

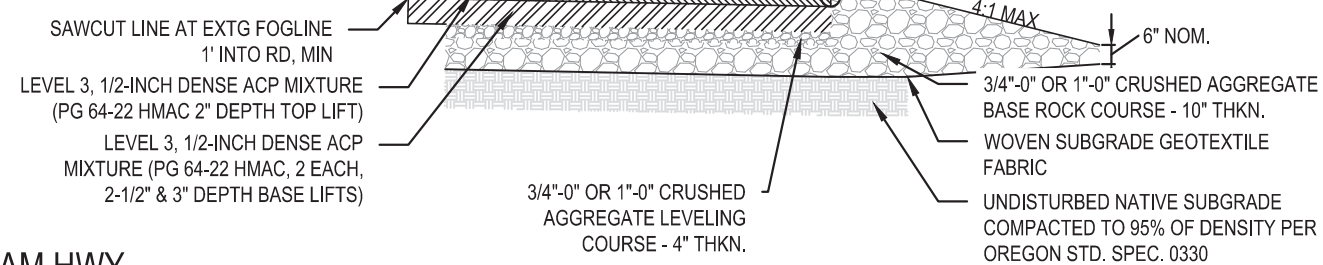
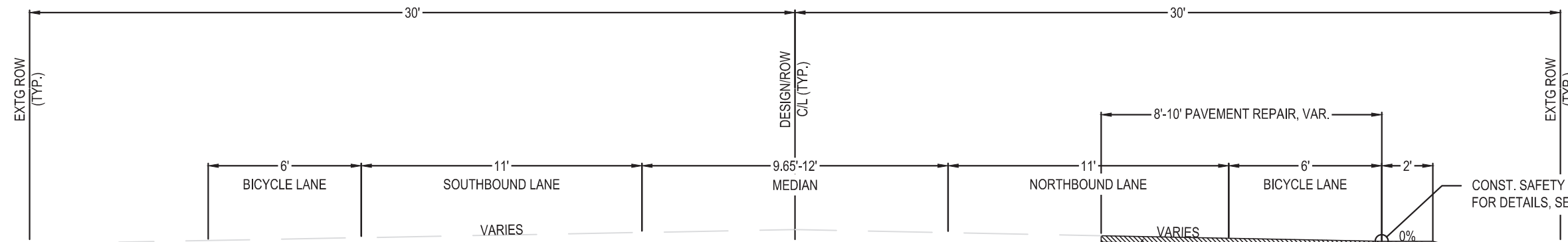
**CLACKAMAS COUNTY**



W:\21915000\CAD\CIVIL\_CD\1500-CD-SECT.DWG 8/24/2020 1:38 PM



CANBY MARQUAM HWY  
STA 16+35.20' - STA 17+37.67'



CANBY MARQUAM HWY  
STA 17+37.67' - STA 18+07.07'

- NOTE:
1. ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE NOTED.
  2. SIDE SLOPES ARE SHOWN AS HORIZONTAL TO VERTICAL.
  3. THE MAXIMUM COMPACTED THICKNESS OF ANY ONE AGGREGATE LAYER SHALL NOT EXCEED 6 INCHES UNLESS APPROVED.



RENEWS: 12/31/2024

STANDARD SECTIONS - CANBY  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS  
DATE: MAY 2021 PROJECT NO.: 22291

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219  
TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**CLACKAMAS COUNTY**

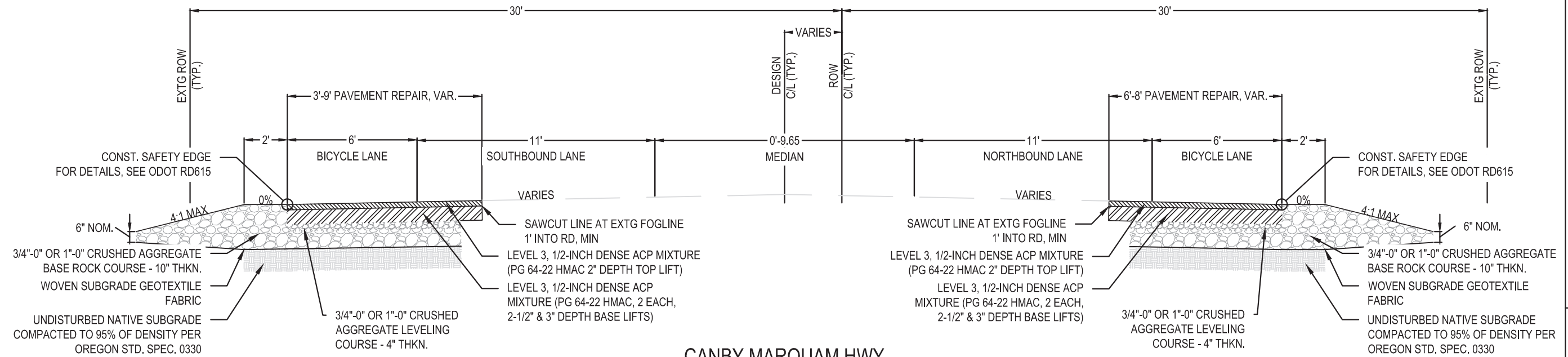
DAN JOHNSON  
DIRECTOR

DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

NO.	DATE	REVISIONS

Sheet No. B-02

W:\21915000\CAD\CIVIL\_CD\1500-CD-SECT.DWG 8/24/2020 1:38 PM



CANBY MARQUAM HWY  
STA 18+07.07' - STA 20+90.00'

NOTE:

1. ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE NOTED.
2. SIDE SLOPES ARE SHOWN AS HORIZONTAL TO VERTICAL.
3. THE MAXIMUM COMPACTED THICKNESS OF ANY ONE AGGREGATE LAYER SHALL NOT EXCEED 6 INCHES UNLESS APPROVED.



RENEWS: 12/31/2024

STANDARD SECTIONS - CANBY  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219  
TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**CLACKAMAS COUNTY**  
DAN JOHNSON  
DIRECTOR

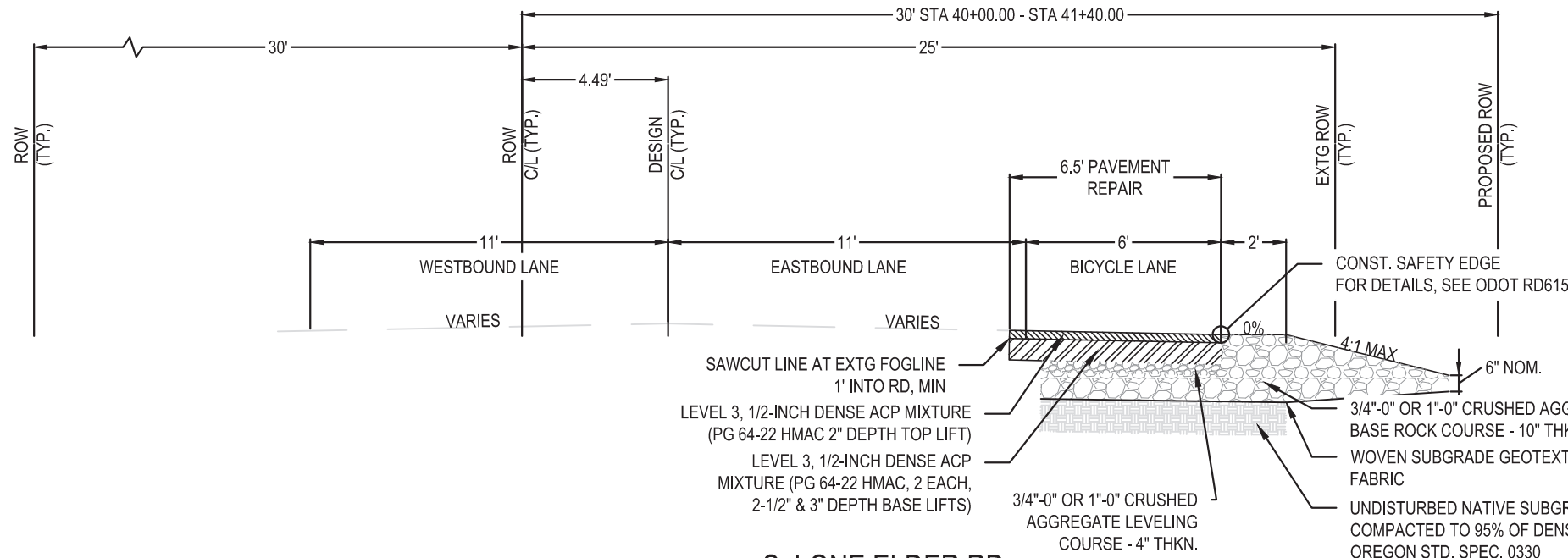
DESIGNED BY: ATW  
DRAFTED BY: ATW  
CHECKED BY: RPM

NO.	DATE	REVISIONS

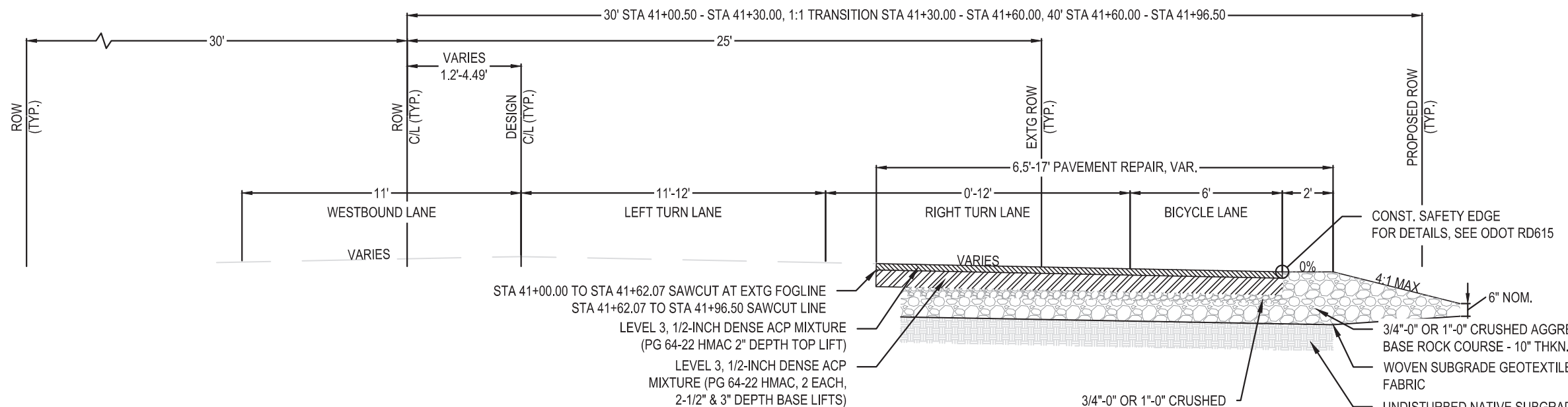
Sheet No. B-03

DATE: MAY 2021 PROJECT NO.: 22291

W:\21915000\CAD\CIVIL\_CD\1500-CD-SECT.DWG 8/24/2020 1:38 PM



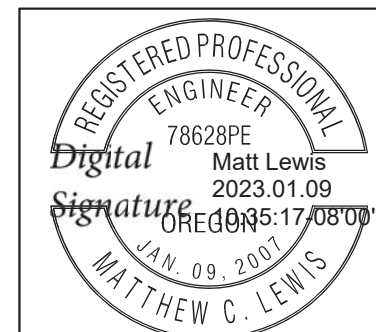
S. LONE ELDER RD.  
STA 40+65.00 - STA 41+00.50



S. LONE ELDER RD.  
STA 41+00.50 - STA 41+96.50

**NOTE:**

1. ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE NOTED.
2. SIDE SLOPES ARE SHOWN AS HORIZONTAL TO VERTICAL.
3. THE MAXIMUM COMPACTED THICKNESS OF ANY ONE AGGREGATE LAYER SHALL NOT EXCEED 6 INCHES UNLESS APPROVED.



RENEWS: 12/31/2024

STANDARD SECTIONS - LONE ELDER  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**BLACKAMAS COUNTY**

DAN JOHNSON  
DIRECTOR

DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

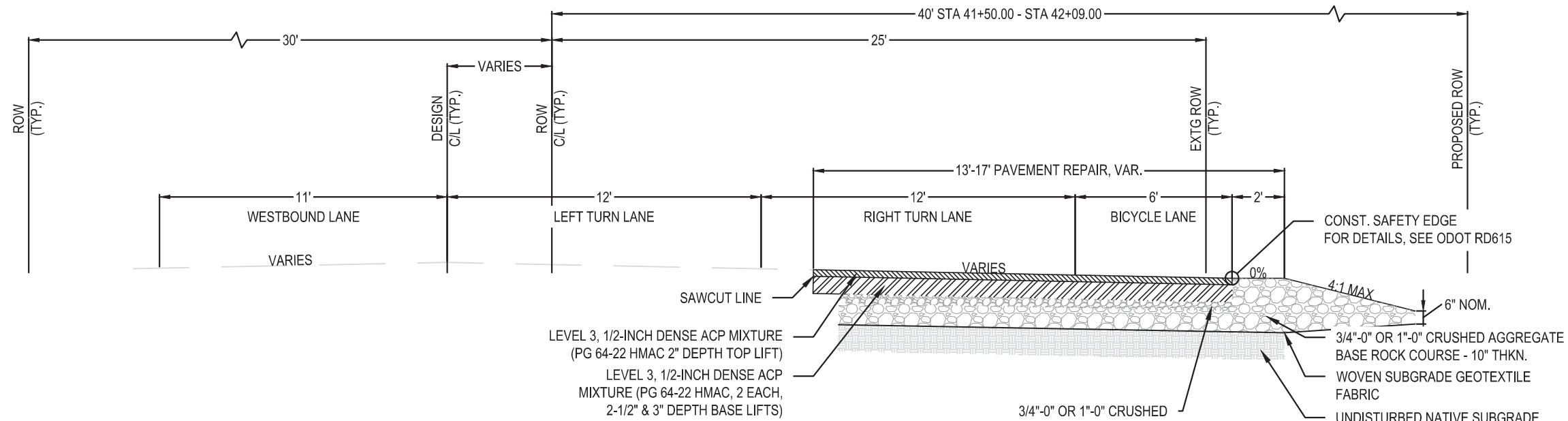
NO.	DATE	REVISIONS

Sheet No. B-04

DATE: MAY 2021

PROJECT NO.: 22291

W:\21915000\CAD\CIVIL\_CD\1500-CD-SECT.DWG 8/24/2020 1:38 PM



S. LONE ELDER RD.  
STA 41+96.50 - STA 42+24.30

NOTE:

1. ALL DIMENSIONS SHOWN IN FEET UNLESS OTHERWISE NOTED.
2. SIDE SLOPES ARE SHOWN AS HORIZONTAL TO VERTICAL.
3. THE MAXIMUM COMPACTED THICKNESS OF ANY ONE AGGREGATE LAYER SHALL NOT EXCEED 6 INCHES UNLESS APPROVED.



RENEWS: 12/31/2024

STANDARD SECTIONS - LONE ELDER  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**CLACKAMAS COUNTY**  
DAN JOHNSON  
DIRECTOR

DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

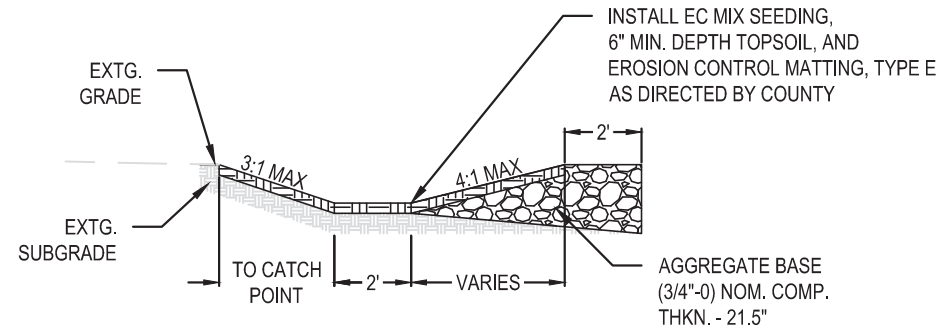
NO.	DATE	REVISIONS

Sheet No. B-05

DATE: MAY 2021

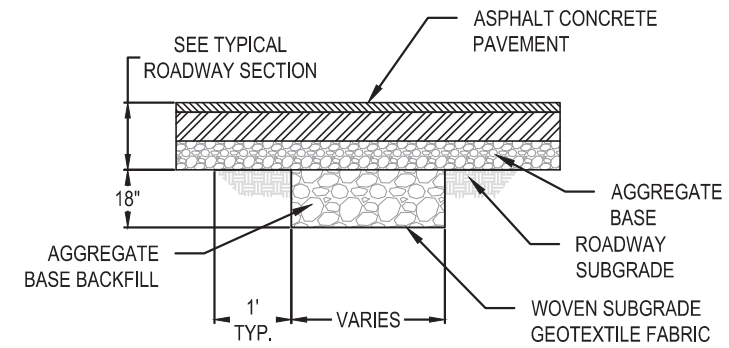
PROJECT NO.: 22291

W:\21915000\CAD\CIVIL\CD\1500-CD-SECT.DWG 8/24/2020 1:38 PM



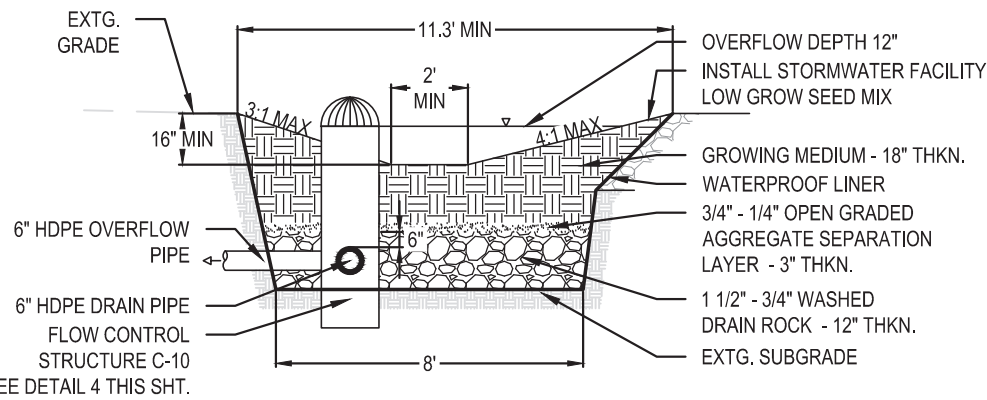
**1 PLANTED DITCH SECTION**  
SCALE: NOT TO SCALE

NOTE: LOCATE EROSION CONTROL MATTING, TYPE E AS DIRECTED BY THE ENGINEER.



**2 18" SUBGRADE STABILIZATION**  
SCALE: NOT TO SCALE

NOTE: LOCATE AS DIRECTED BY THE ENGINEER.

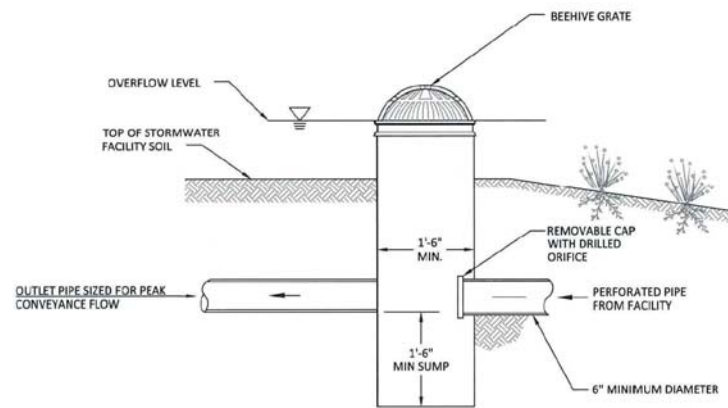


NOTE: FOR ADDITIONAL DETAILS SEE CCDDT RAIN GARDEN - FILTRATION FIGURE D3

**3 RAIN GARDEN FILTRATION FACILITY**  
SCALE: NOT TO SCALE

NOTE: LOCATE EROSION CONTROL MATTING, TYPE E AS DIRECTED BY THE ENGINEER.

STORMWATER FACILITY GRASS MIX			
ITEM	SIZE	QTY.	COMMENTS
LOW GROW SEED MIX	SEED 120 LBS/ACRE 3 LBS./ 1,000 SF	1,863 SF 6 LBS.	DWARF TALL FESCUE 40% DWARF PERENNIAL RYE 30% CREEPING RED FESCUE 25% COLONIAL BENT GRASS 5%



**4 FLOW CONTROL STRUCTURE C-10**  
SCALE: NOT TO SCALE



RENEWS: 12/31/2024

STANDARD SECTION DETAILS  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS  
DATE: MAY 2021 PROJECT NO.: 22291

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**CLACKAMAS COUNTY**  
DAN JOHNSON  
DIRECTOR

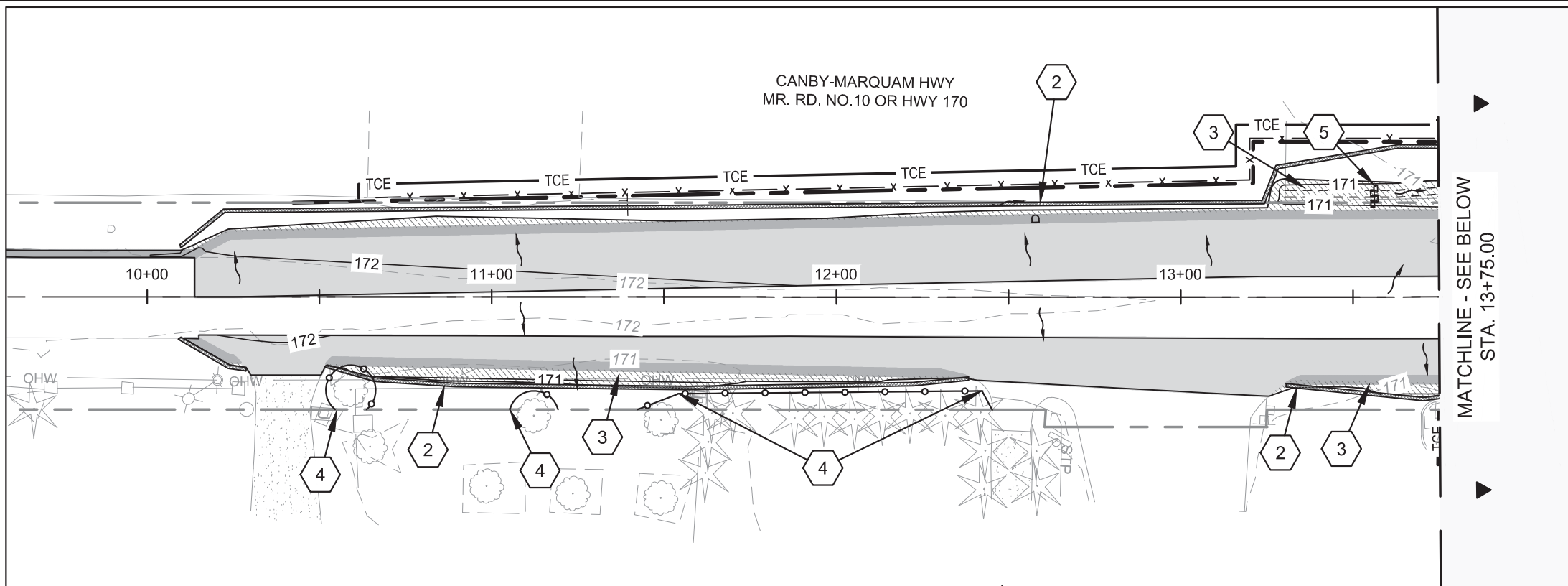
DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

NO.	DATE	REVISIONS

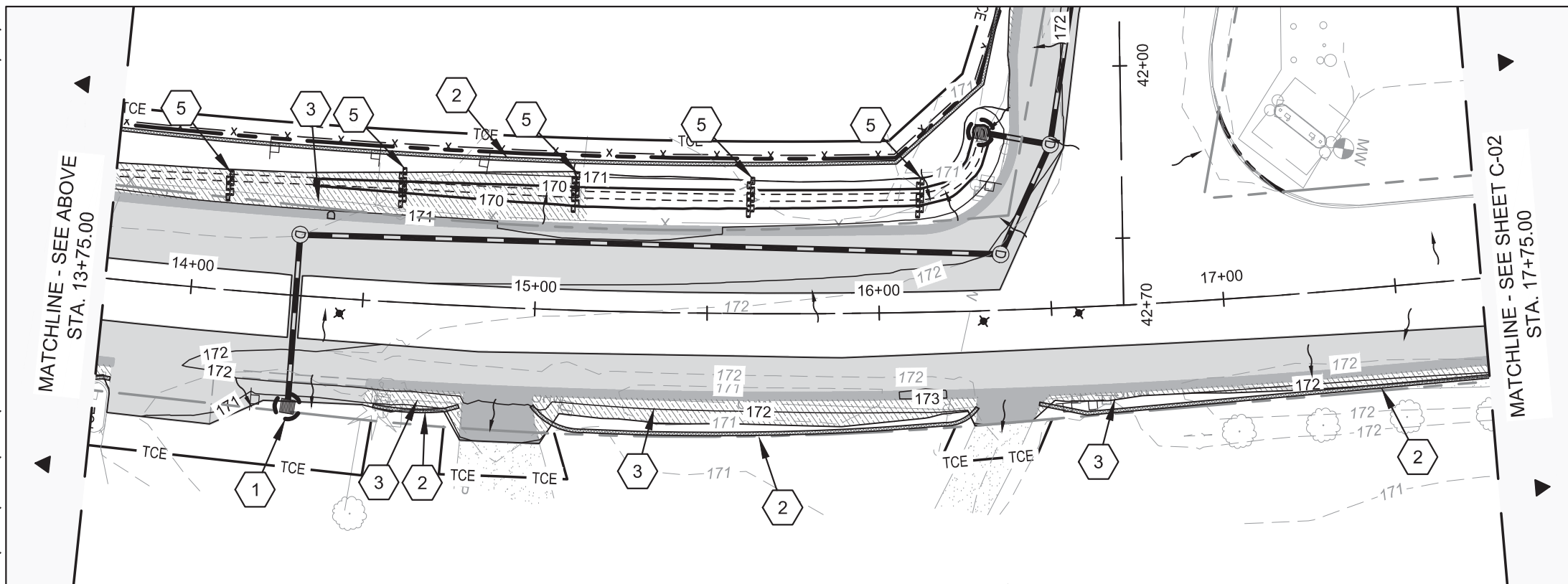
Sheet No. B-06



W:\21915000\CAD\CIVIL\_CD\1500-CD-GRADING & EC PLANS.DWG 9/14/2020 6:09 PM



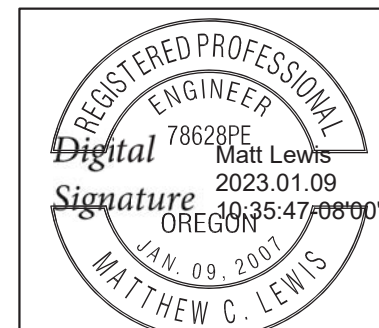
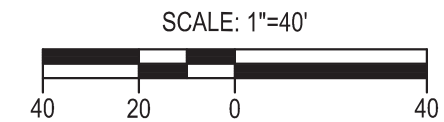
**PLAN VIEW**  
SCALE: 1"=40'



**PLAN VIEW**  
SCALE: 1"=40'

**EROSION CONTROL NOTES**

- 1 INSTALL INLET PROTECTION, TYPE 3 - 1 EA. FOR DETAILS, SEE ODOT RD1010
- 2 INSTALL SEDIMENT BARRIER TYPE 8 - 1274 L.F. FOR DETAILS, SEE ODOT RD1032
- 3 INSTALL EROSION CONTROL MIX SEEDING, 6" MIN. DEPTH TOPSOIL, AND EROSION CONTROL MATTING, TYPE E AS DIRECTED BY COUNTY
- 4 INSTALL TREE PROTECTION FENCING. - 162 LF SEE DETAIL 1, SHT. C-03
- 5 INSTALL CHECK DAM, TYPE 3 - 6 EA. WIDTH = VARIES', H = 12" FOR DETAILS SEE ODOT RD1005



RENEWS: 12/31/2024

**GRADING & EC PLANS**  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**CLACKAMAS COUNTY**

**DAN JOHNSON**  
DIRECTOR

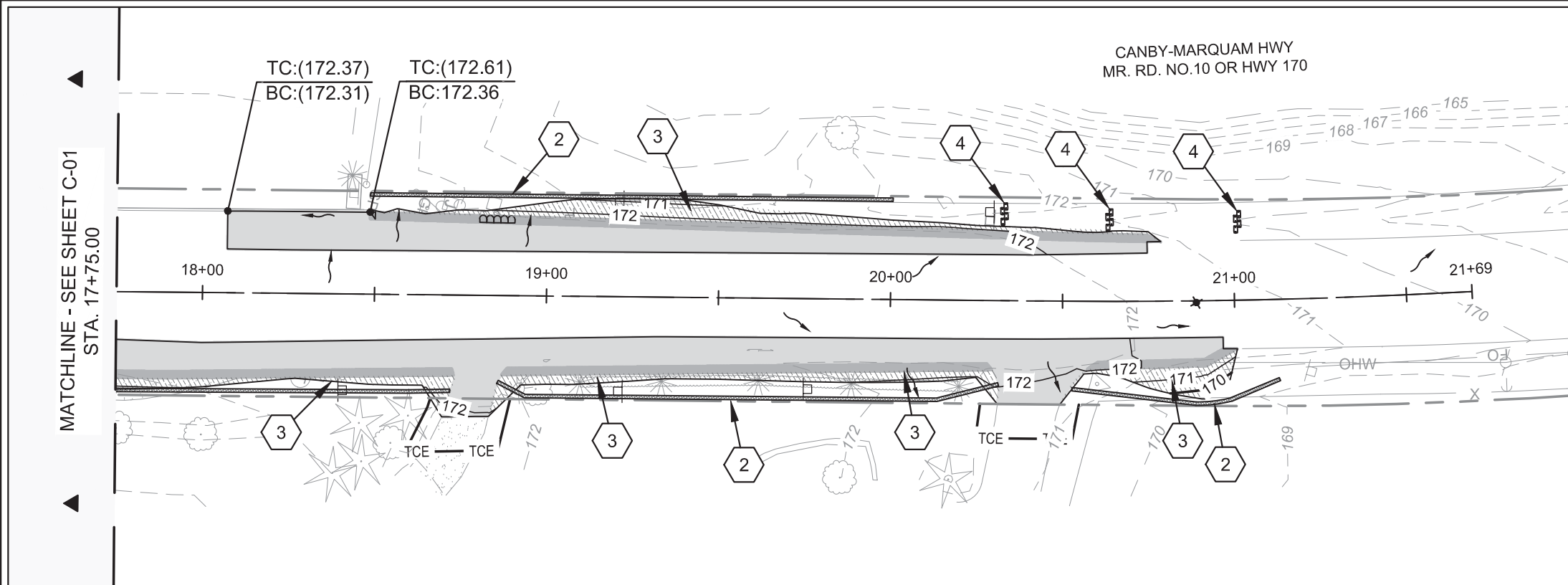
DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

NO.	DATE	REVISIONS

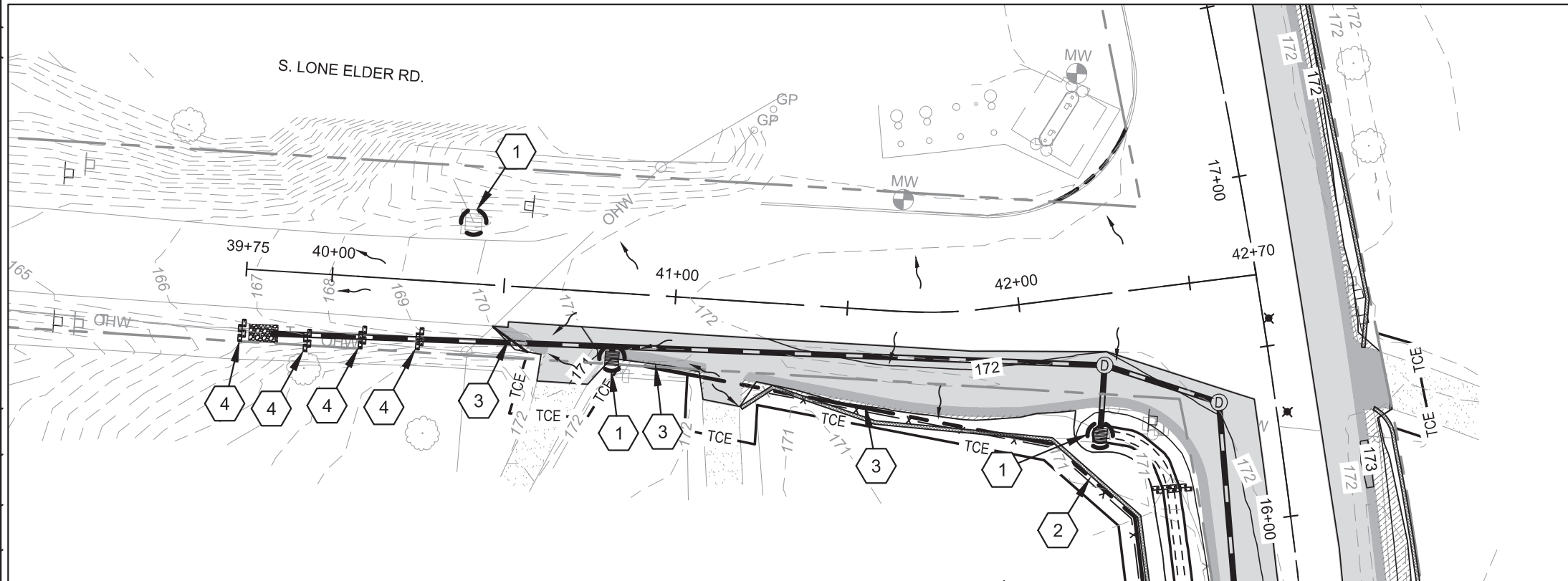
Sheet No. C-01

DATE: MAY 2021 PROJECT NO.: 22291

W:\21915000\CAD\CIVIL\CD\1500-CD-GRADING & EC PLANS.DWG 9/14/2020 6:09 PM



**PLAN VIEW**  
SCALE: 1"=40'

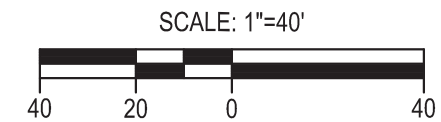


**PLAN VIEW**  
SCALE: 1"=40'



**EROSION CONTROL NOTES**

- 1 INSTALL INLET PROTECTION, TYPE 3-3 EA. FOR DETAILS, SEE ODOT RD1010
- 2 INSTALL SEDIMENT BARRIER TYPE 8-459 L.F. FOR DETAILS, SEE ODOT RD1032
- 3 INSTALL EROSION CONTROL MIX SEEDING, 6" MIN. DEPTH TOPSOIL, AND EROSION CONTROL MATTING, TYPE E AS DIRECTED BY COUNTY
- 4 INSTALL CHECK DAM, TYPE 3-7 EA. WIDTH = VARIES', H = 12" FOR DETAILS SEE ODOT RD1005



**GRADING & EC PLANS**  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**CLACKAMAS COUNTY**

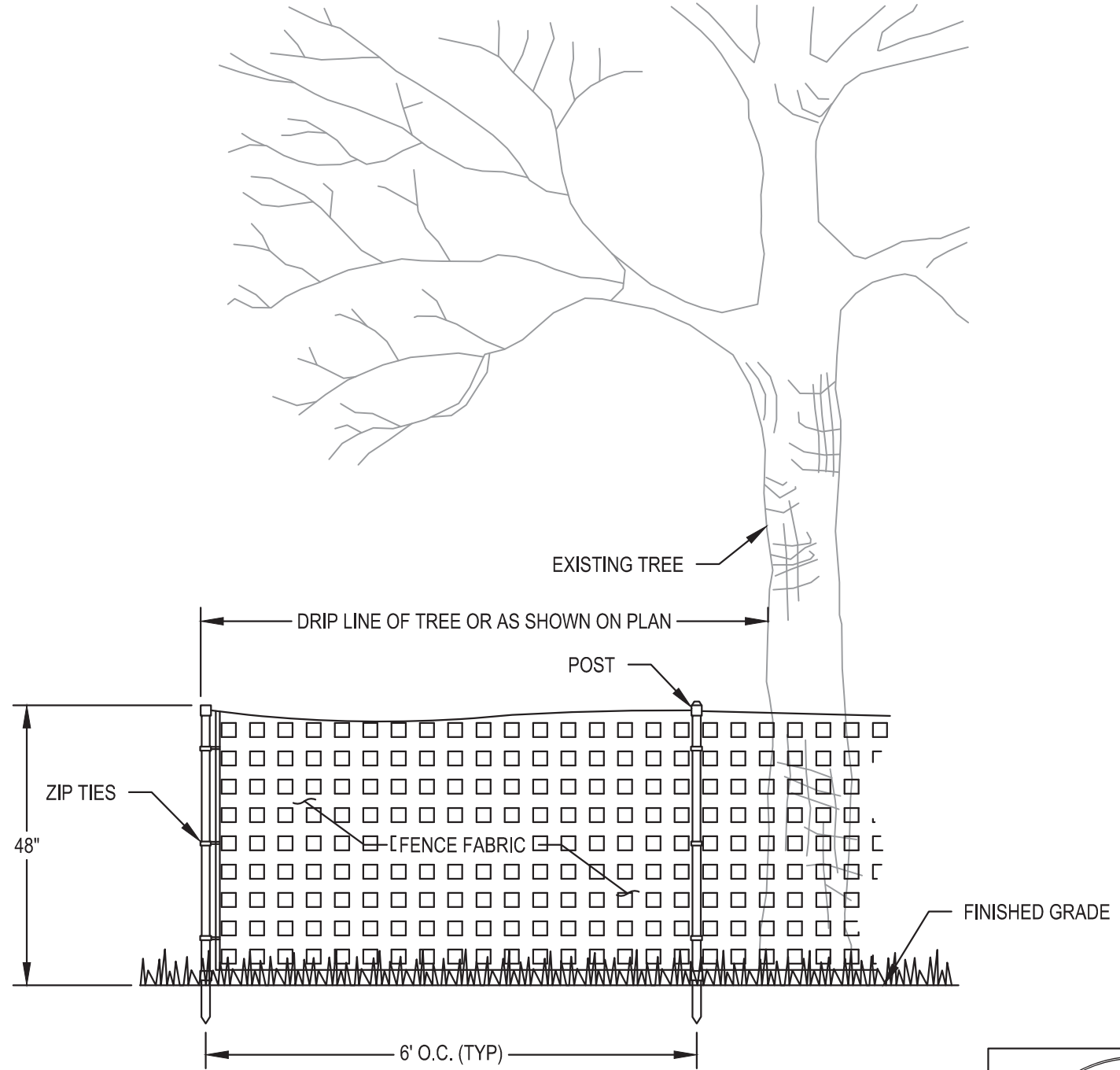
DAN JOHNSON  
DIRECTOR

DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

NO.	DATE	REVISIONS

Sheet No. C-02

DATE: MAY 2021 PROJECT NO.: 22291



1 TREE PROTECTION FENCE  
SCALE: NOT TO SCALE



RENEWS: 12/31/2024

NO.	DATE	REVISIONS

**CLACKAMAS COUNTY**

DAN JOHNSON

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

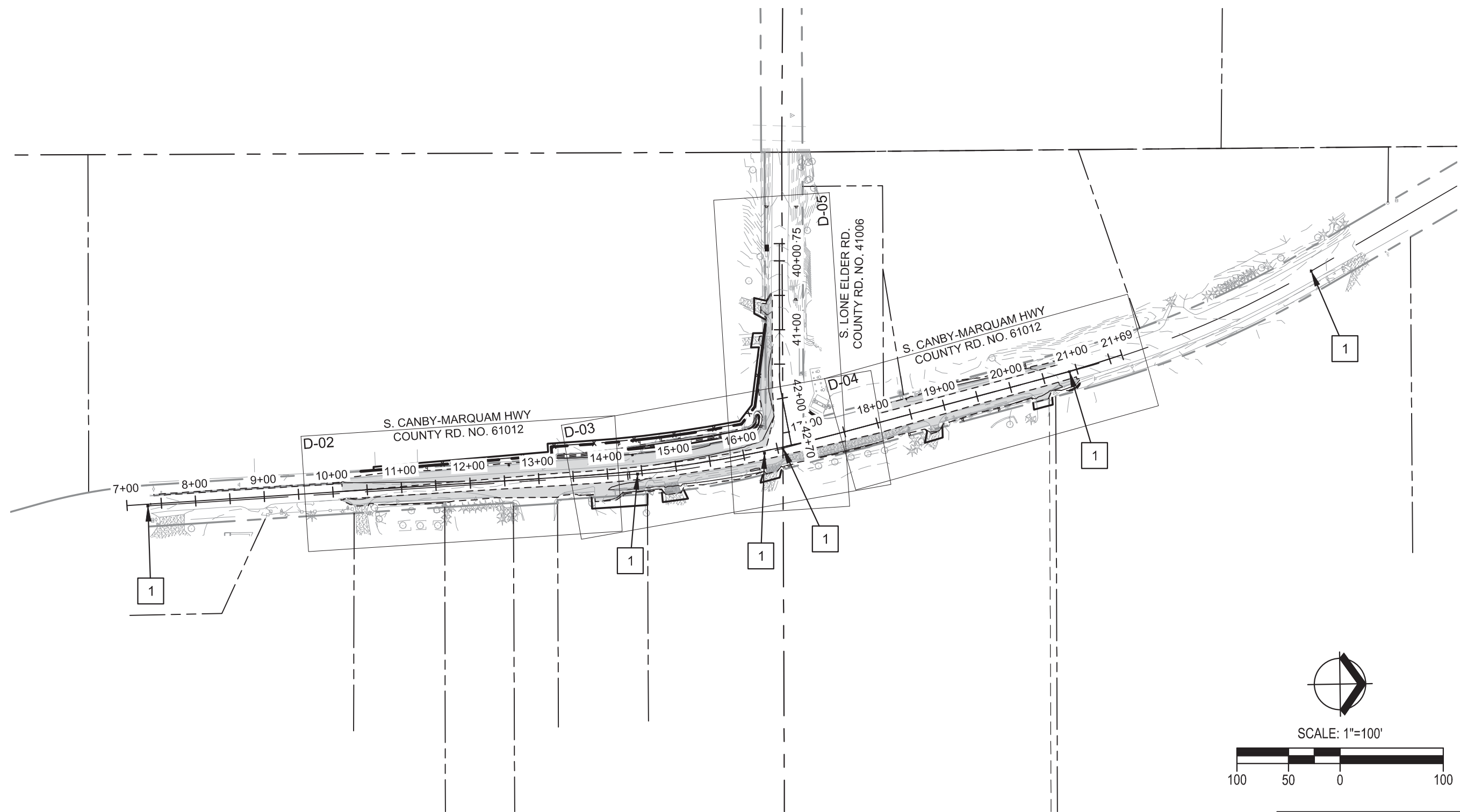
DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

DIRECTOR

**GRADING & EC DETAILS & NOTES**  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS  
DATE: MAY 2021 PROJECT NO.: 22291



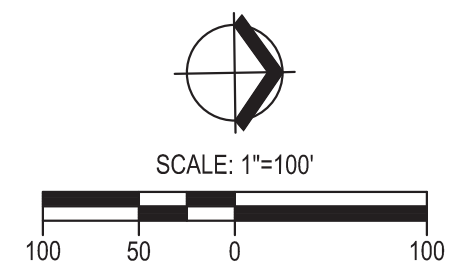
W:\21915000\CAD\CIVIL\CD\1500-CD-PLAN.DWG 11/19/2020 2:54 PM



**CONSTRUCTION NOTES**

- 1 INSTALL CENTERLINE MONUMENT BOX AT EXISTING RIGHT OF WAY CENTERLINE GEOMETRY POINT FOR DETAILS SEE CCDTD M150

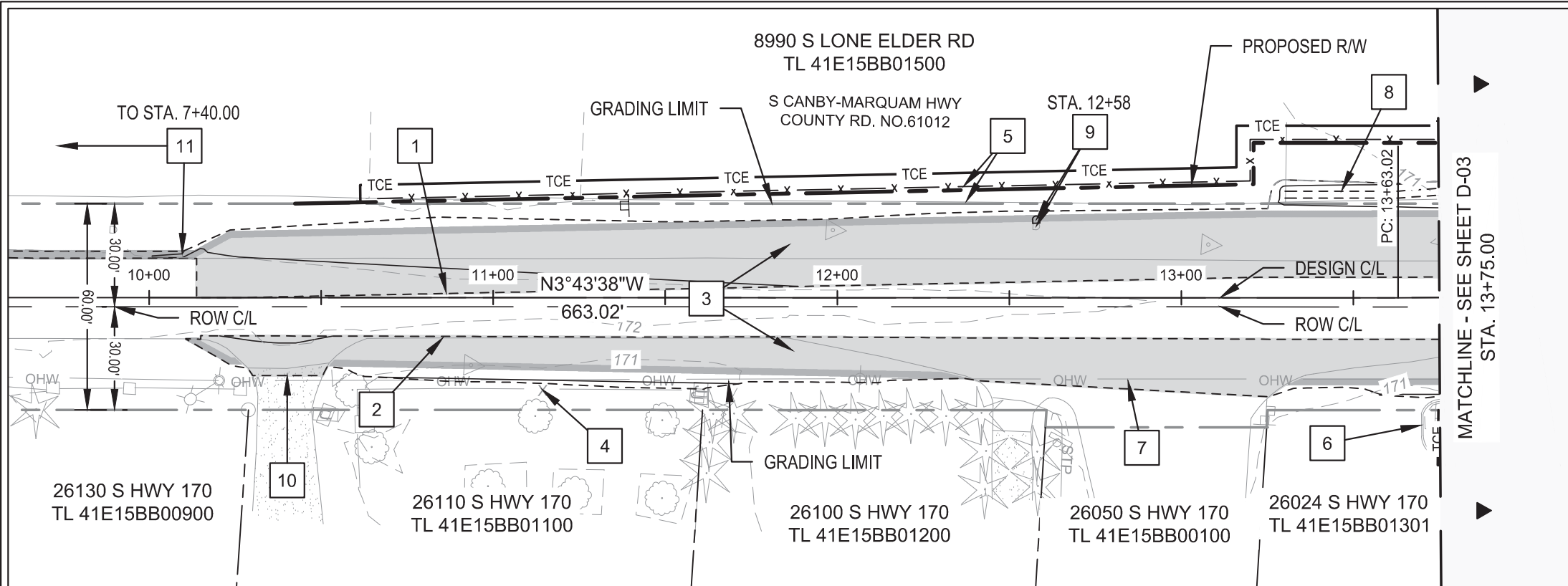
**PLAN SHEET LAYOUT**  
SCALE: 1"=100'



REGISTERED PROFESSIONAL ENGINEER  
78628PE  
Matt Lewis  
2023.01.09  
Signature  
JAN. 09, 2007  
MATTHEW C. LEWIS  
RENEWES: 12/31/2024

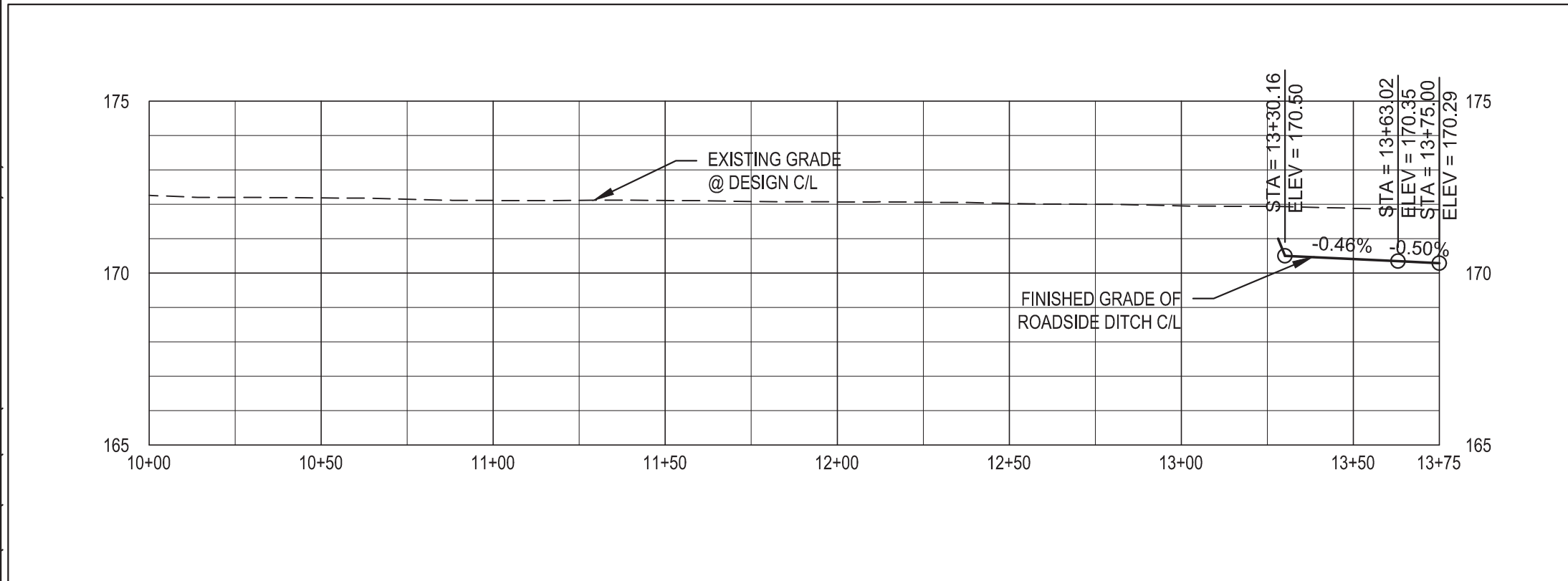
<p>CLACKAMAS COUNTY DAN JOHNSON DIRECTOR</p>		<p>Cardno PORTLAND 6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com</p>	<p>PLAN SHEET LAYOUT CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS</p>
<p>DESIGNED BY: A TW</p>	<p>DRAFTED BY: A TW</p>	<p>CHECKED BY: RPM</p>	<p>DATE: MAY 2021 PROJECT NO.: 22291</p>
<p>NO. DATE:</p>	<p>REVISIONS</p>	<p>Sheet No. D-01</p>	

W:\21915000\CAD\CIVIL\CD\1500-CD-PLAN.DWG 11/19/2020 2:54 PM



**PLAN VIEW**

SCALE: 1"=40'

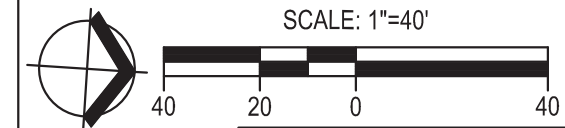


**PROFILE VIEW**

SCALE: 1"=40' HORIZ, 1"=4' VERT

**CONSTRUCTION NOTES**

- 1 STA:10+13.81 TO STA:13+75.00 Lt.  
SAWCUT & REMOVE EXTG. PVMT
- 2 STA:10+14.99 TO STA:13+75.00 Rt.  
SAWCUT & REMOVE EXTG. PVMT
- 3 STA:10+13.00 TO STA:13+75.00  
ROADWAY CONSTRUCTION  
FOR DETAILS SEE SHTS. B-01 THRU B-05
- 4 STA:10+00.00 TO STA:11+60.00 Rt.  
PRESERVE AND PROTECT EXTG FENCE
- 5 STA:10+66.36 TO STA:13+75.00 Lt.  
REMOVE AND REPLACE EXTG TYPE 2  
MODIFIED FENCE IN KIND
- 6 PRESERVE AND PROTECT  
EXTG. MONUMENT SIGN  
"CANBY VETERINARY CLINIC"
- 7 STA:12+38.58 TO STA:13+30.65 Rt.  
CONST DRIVEWAY  
SEE DETAIL 1, SHT. E-01
- 8 STA:13+30.16 TO STA:13+75.00 Lt.  
CONSTRUCT ROADSIDE DITCH  
SEE DETAIL 1, SHT. B-06
- 9 RELOCATE AND REPLACE EXISTING  
MAILBOX ON SINGLE MAILBOX  
SUPPORT OMIT SERVICE TURNOUT  
FOR DETAILS SEE ODOT RD100, RD101
- 10 STA:10+27.19 TO STA:10+52.02 Rt.  
CONST DRIVEWAY  
SEE DETAIL 4, SHT. E-02
- 11 STA:7+40.00 TO STA:10+13.00 Lt.  
GRAVEL REMEDIATION  
SEE SHEET ST-03



RENEWS: 12/31/2024

**PLAN & PROFILE - CANBY**  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

DATE: MAY 2021 PROJECT NO.: 22291

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2800  
www.cardno.com

**CLACKAMAS COUNTY**

DAN JOHNSON  
DIRECTOR

DESIGNED BY:  
ATW

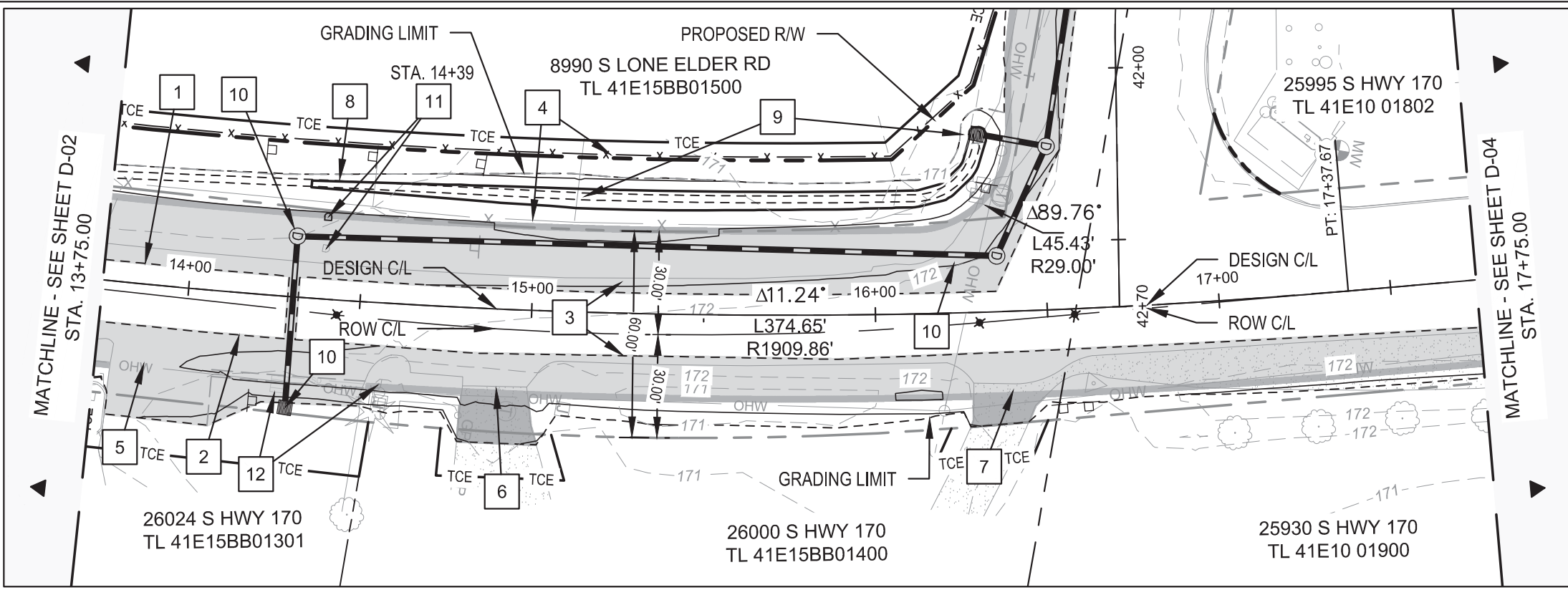
DRAFTED BY:  
ATW

CHECKED BY:  
RPM

NO.	DATE:	REVISIONS

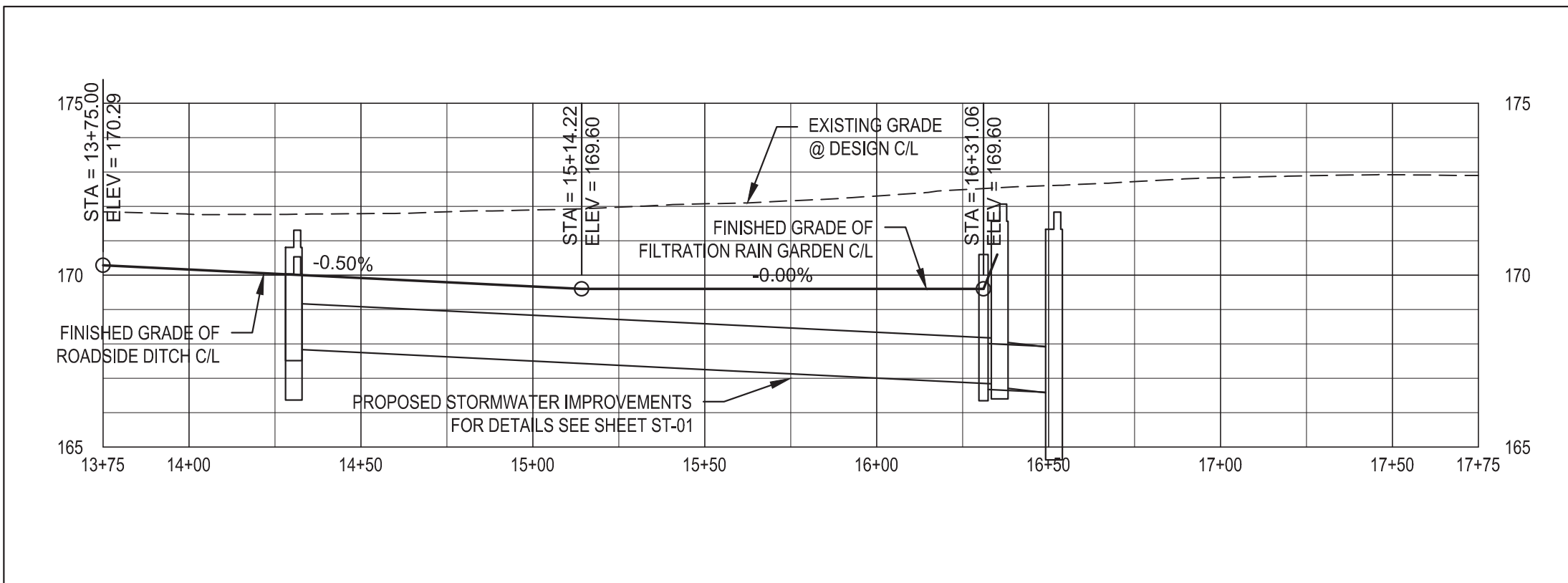
Sheet No.  
D-02

W:\21915000\CAD\CIVIL\CD\1500-CD-PLAN.DWG 11/19/2020 2:54 PM



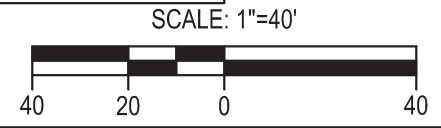
**PLAN VIEW**

SCALE: 1"=40'



**PROFILE VIEW**

SCALE: 1"=40' HORIZ, 1"=4' VERT



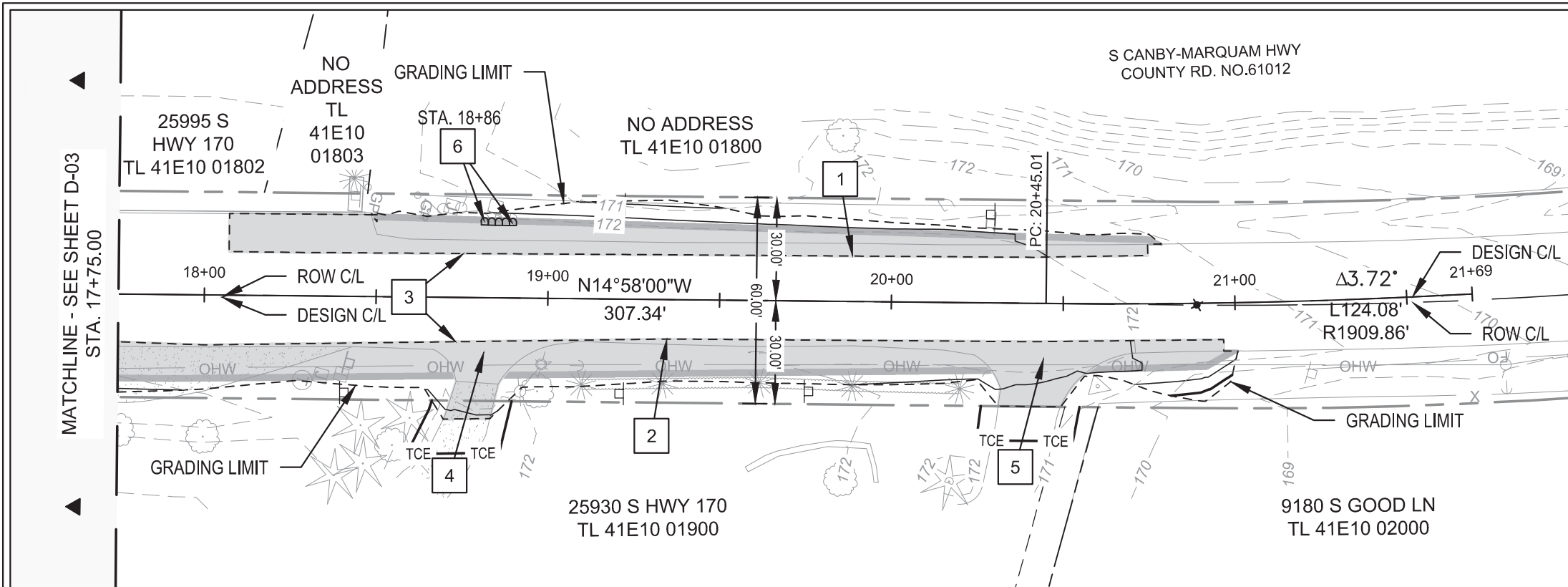
**CONSTRUCTION NOTES**

- 1 STA:13+75.00 TO STA:16+38.15 Lt. SAWCUT & REMOVE EXTG. PVMT
- 2 STA:13+75.00 TO STA:17+75.00 Rt. SAWCUT & REMOVE EXTG. PVMT
- 3 STA:13+75.00 TO STA:17+75.00 ROADWAY CONSTRUCTION FOR DETAILS SEE SHTS. B-01 THRU B-05
- 4 STA:13+75.00 TO STA:16+17.74 Lt. REMOVE AND REPLACE EXTG TYPE 2 MODIFIED FENCE IN KIND
- 5 STA:13+79.55 TO STA:14+08.75 Rt. CONST DRIVEWAY SEE DETAIL 2 SHT. E-01
- 6 STA:14+80.81 TO STA:14+99.76 Rt. CONST DRIVEWAY SEE DETAIL 3 SHT. E-01
- 7 STA:16+27.89 TO STA:16+48.42 Rt. CONST DRIVEWAY SEE DETAIL 4, SHT. E-01
- 8 STA:13+75.00 TO STA:15+14.22 Lt. CONSTRUCT ROADSIDE DITCH SEE DETAIL 1, SHT. B-06
- 9 STA:15+14.22 TO STA:16+31.06 Lt. CONSTRUCT ROADSIDE RAIN GARDEN DETAILS: SEE DETAIL 3, SHT. B-06
- 10 CONSTRUCT STORM STRUCTURE DETAILS: SEE SHT. ST-01
- 11 RELOCATE AND REPLACE EXISTING MAILBOX ON SINGLE MAILBOX SUPPORT OMIT SERVICE TURNOUT FOR DETAILS SEE ODOT RD100, RD101
- 12 REMOVE EXISTING CATCH BASIN AND PLUG AND ABANDON 10" PIPE IN PLACE.

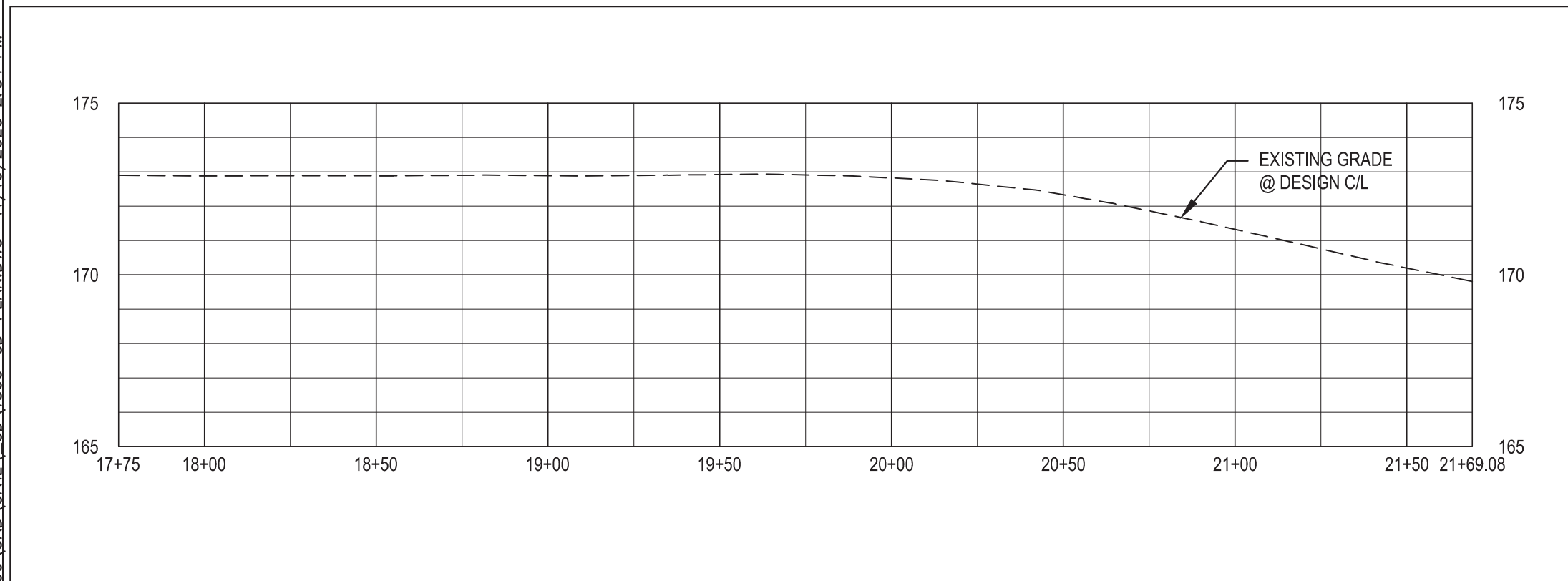


<b>PLAN &amp; PROFILE - CANBY</b>													
CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS													
DATE: MAY 2021	PROJECT NO.: 22291												
 PORTLAND 6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2800 www.cardno.com													
 CLACKAMAS COUNTY DAN JOHNSON DIRECTOR													
DESIGNED BY: ATW	DRAFTED BY: ATW												
CHECKED BY: RPM													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 80%;">REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	REVISIONS									
NO.	DATE	REVISIONS											
Sheet No. <b>D-03</b> RENEWS: 12/31/2024													

W:\21915000\CAD\CIVIL\_CD\1500-CD-PLAN.DWG 11/19/2020 2:54 PM



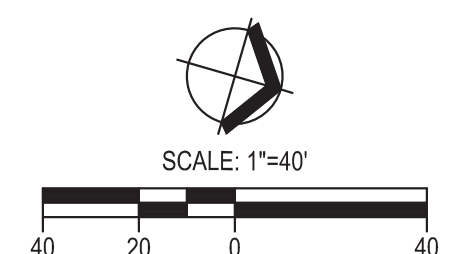
**PLAN VIEW**  
SCALE: 1"=40'



**PROFILE VIEW**  
SCALE: 1"=40' HORIZ, 1"=4' VERT

**CONSTRUCTION NOTES**

- 1 STA: 18+07.07 TO STA: 20+74.68 Lt.  
SAWCUT & REMOVE EXTG. PVMT
- 2 STA: 17+75.00 TO STA: 20+96.53 Rt.  
SAWCUT & REMOVE EXTG. PVMT
- 3 STA: 17+75.00 TO STA: 21+02.00  
ROADWAY CONSTRUCTION  
FOR DETAILS SEE SHTS. B-01 THRU B-05
- 4 STA: 18+72.73 TO STA: 18+88.74 Rt.  
CONST DRIVEWAY  
SEE DETAIL 5, SHT. E-01
- 5 STA: 20+28.16 TO STA: 20+60.38 Rt.  
CONST DRIVEWAY  
SEE DETAIL 1, SHT. E-02
- 6 RELOCATE AND REPLACE EXISTING  
MAILBOXES ON MULTIPLE MAILBOX  
SUPPORT  
OMIT SERVICE TURNOUT  
FOR DETAILS SEE ODOT RD100, RD101



**PLAN & PROFILE - CANBY**

CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

DATE: MAY 2021 PROJECT NO.: 22291

DIRECTOR  
DAN JOHNSON

DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

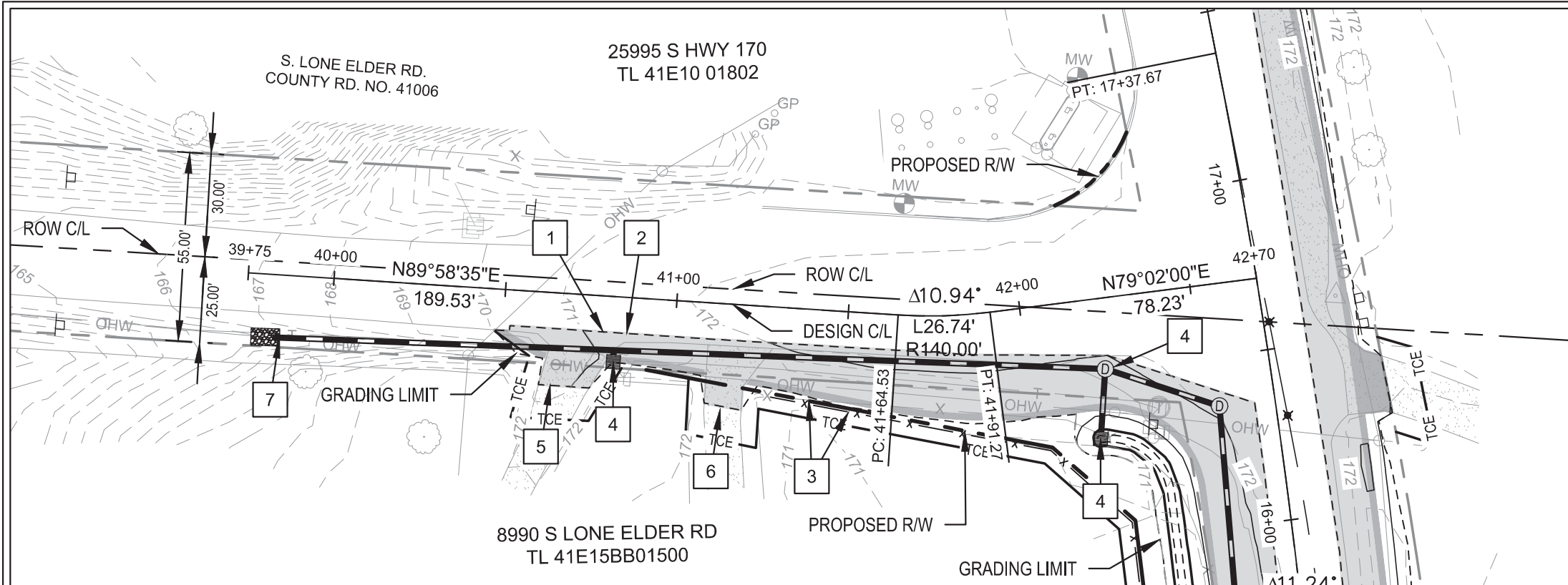
NO.	DATE	REVISIONS

Sheet No.  
D-04

RENEWS: 12/31/2024

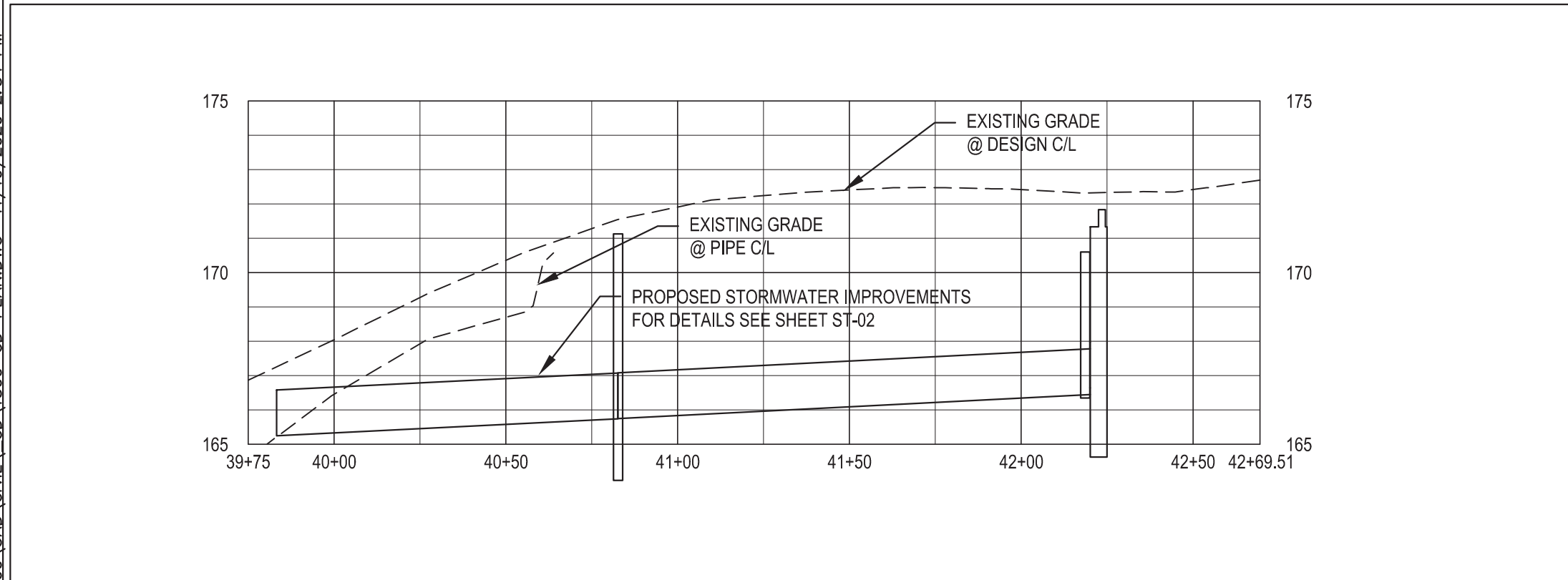


W:\21915000\CAD\CIVIL\_CD\1500-CD-PLAN.DWG 11/19/2020 2:54 PM



**PLAN VIEW**

SCALE: 1"=40'

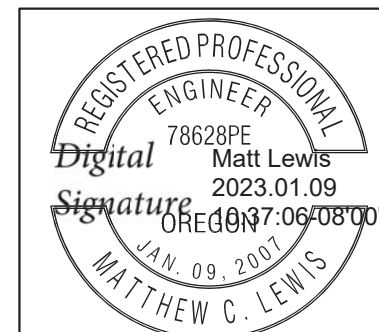
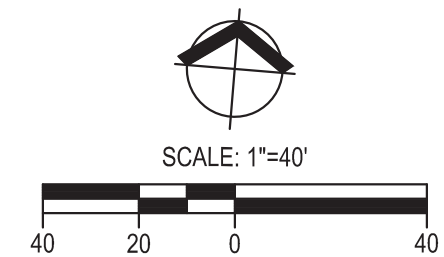


**PROFILE VIEW**

SCALE: 1"=40' HORIZ, 1"=4' VERT

**CONSTRUCTION NOTES**

- 1 STA:40+51.95 TO STA:42+43.25 Rt.  
SAWCUT & REMOVE EXTG. PVMT
- 2 STA:40+50.00 TO STA:42+43.25  
ROADWAY CONSTRUCTION  
FOR DETAILS SEE SHTS. B-01 THRU B-05
- 3 STA:40+50.00 TO STA:42+13.88 Rt.  
REMOVE AND REPLACE EXTG WOODEN  
CORRAL FENCE IN KIND
- 4 CONSTRUCT STORM STRUCTURE  
DETAILS: SEE SHT. ST-02
- 5 STA:40+63.63 TO STA:41+81.46 Rt.  
CONST DRIVEWAY  
SEE DETAIL 2, SHT. E-02
- 6 STA:41+09.75 TO STA:41+22.71 Rt.  
CONST DRIVEWAY  
SEE DETAIL 3, SHT. E-02
- 7 STA:39+83.22 Rt.  
CONTROL SLOPE AND  
END OF CULVERT EMBANKMENT  
SEE NOTE 8, SHT. ST-02

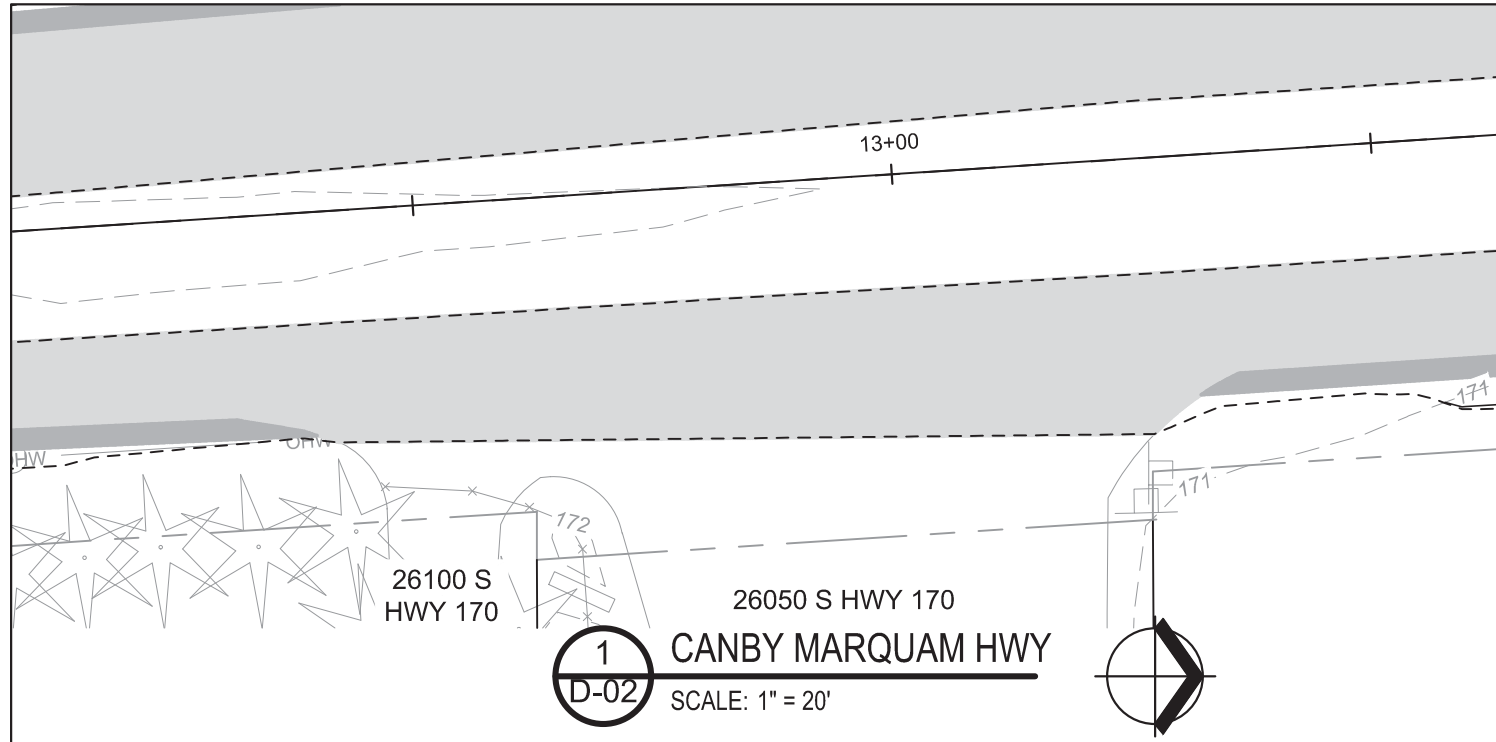


RENEWS: 12/31/2024

**PLAN & PROFILE - LONE ELDER**  
 CANBY-MARQUAM HWY AT LONE ELDER RD  
 INTERSECTION IMPROVEMENTS  
 PROJECT NO.: 22291  
 DATE: MAY 2021  
**Cardno**  
 PORTLAND  
 6720 SW MACADAM AVE STE 200, PORTLAND, OR  
 97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
 www.cardno.com  
**CLACKAMAS COUNTY**  
 DAN JOHNSON  
 DIRECTOR

DESIGNED BY: ATW	DRAFTED BY: ATW	CHECKED BY: RPM
NO.	DATE:	
Sheet No. D-05		

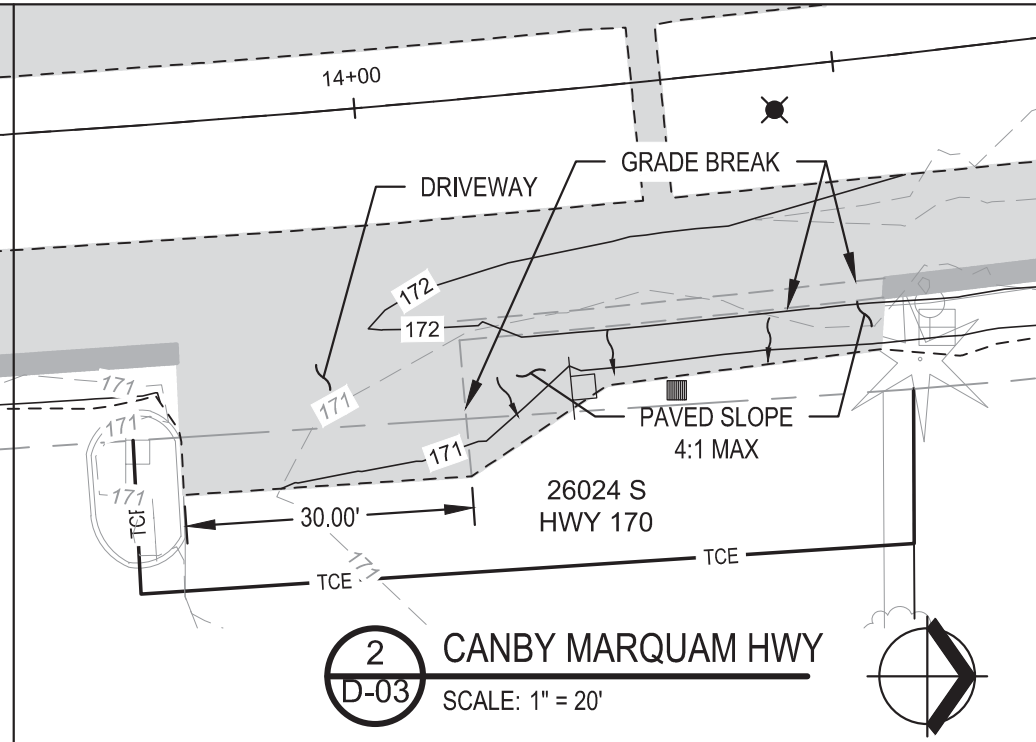
W:\21915000\CAD\CIVIL\CD\1500-CD-DRIVEWAYS.DWG 9/14/2020 6:09 PM



**1 CANBY MARQUAM HWY**  
D-02 SCALE: 1" = 20'

**DRIVEWAY CONSTRUCTION TABLE**

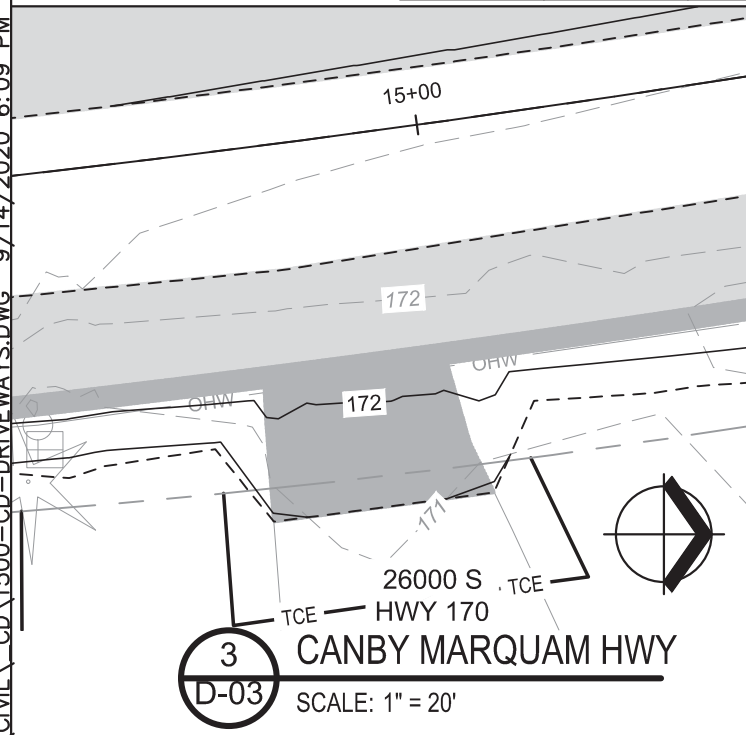
THROAT WIDTH (FT)	MATCH WIDTH (FT)	DRIVEWAY MATERIAL	DRIVEWAY AREA (SQFT)	AVERAGE SLOPE
92.3	112.7	ASPHALT	304.7	-2%/4%



**2 CANBY MARQUAM HWY**  
D-03 SCALE: 1" = 20'

**DRIVEWAY CONSTRUCTION TABLE**

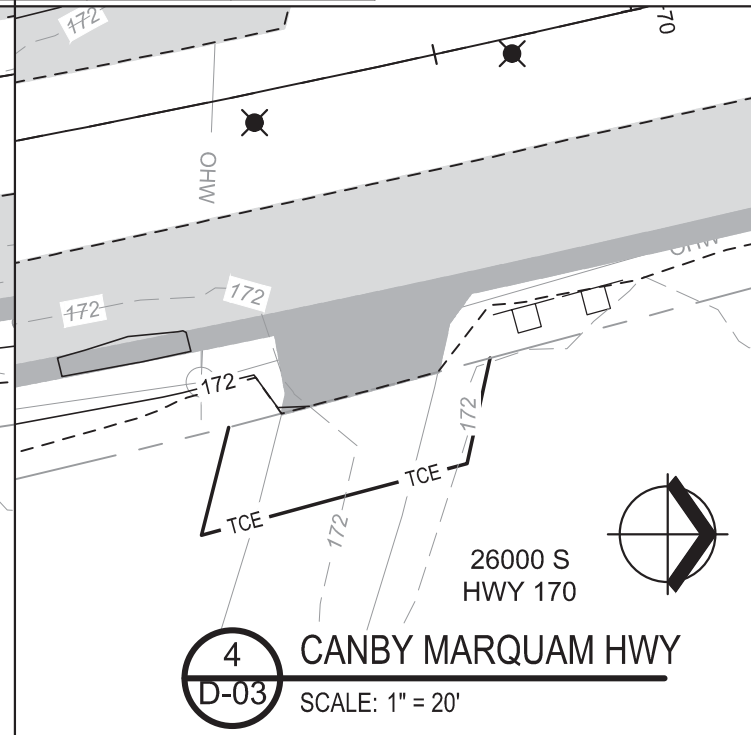
THROAT WIDTH (FT)	MATCH WIDTH (FT)	DRIVEWAY MATERIAL	DRIVEWAY AREA (SQFT)	AVERAGE SLOPE
30.0	29.1	ASPHALT	474.2	-5%/8%



**3 CANBY MARQUAM HWY**  
D-03 SCALE: 1" = 20'

**DRIVEWAY CONSTRUCTION TABLE**

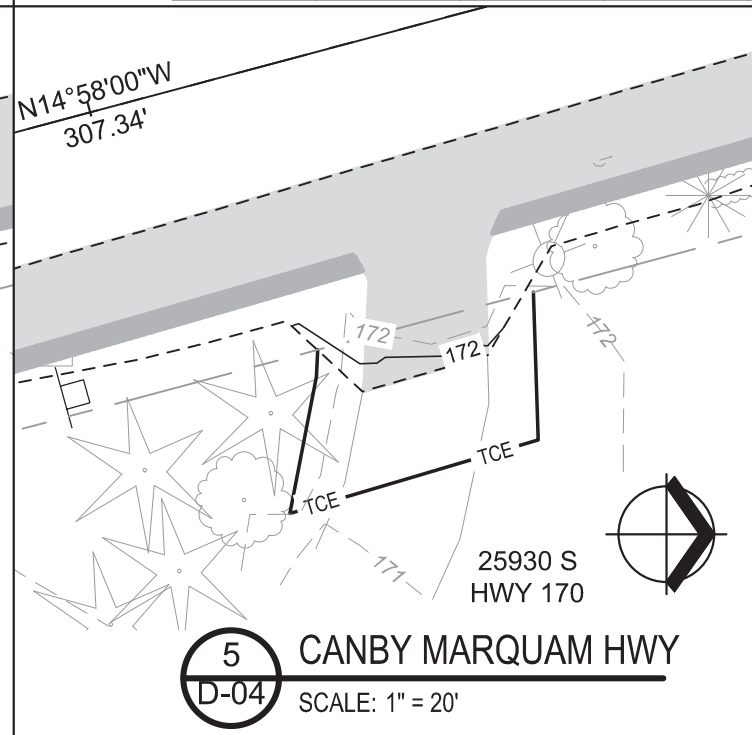
THROAT WIDTH (FT)	MATCH WIDTH (FT)	DRIVEWAY MATERIAL	DRIVEWAY AREA (SQFT)	AVERAGE SLOPE
23.2	19.0	GRAVEL	330.2	-8%



**4 CANBY MARQUAM HWY**  
D-03 SCALE: 1" = 20'

**DRIVEWAY CONSTRUCTION TABLE**

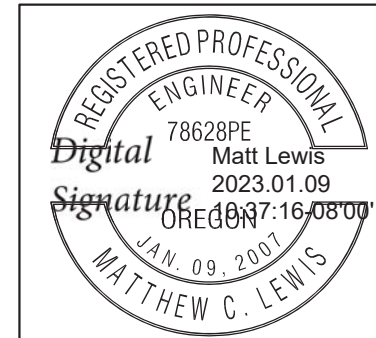
THROAT WIDTH (FT)	MATCH WIDTH (FT)	DRIVEWAY MATERIAL	DRIVEWAY AREA (SQFT)	AVERAGE SLOPE
16.8	22.7	GRAVEL	182.3	-5%/8%



**5 CANBY MARQUAM HWY**  
D-04 SCALE: 1" = 20'

**DRIVEWAY CONSTRUCTION TABLE**

THROAT WIDTH (FT)	MATCH WIDTH (FT)	DRIVEWAY MATERIAL	DRIVEWAY AREA (SQFT)	AVERAGE SLOPE
13.5	16.0	ASPHALT	185.4	-7%



RENEWS: 12/31/2024

**DRIVEWAY GRADING**  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**CLACKAMAS COUNTY**  
DAN JOHNSON  
DIRECTOR

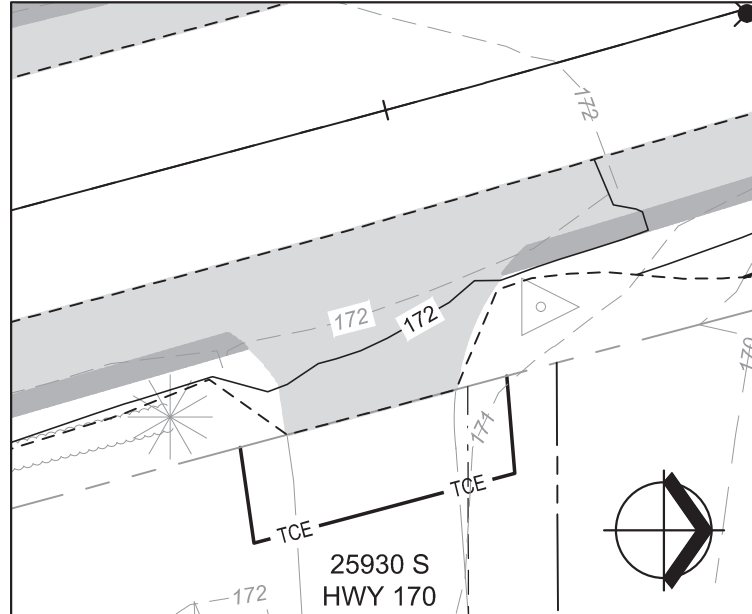
DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

NO.	DATE:	REVISIONS

Sheet No. E-01

DATE: MAY 2021 PROJECT NO.: 22291

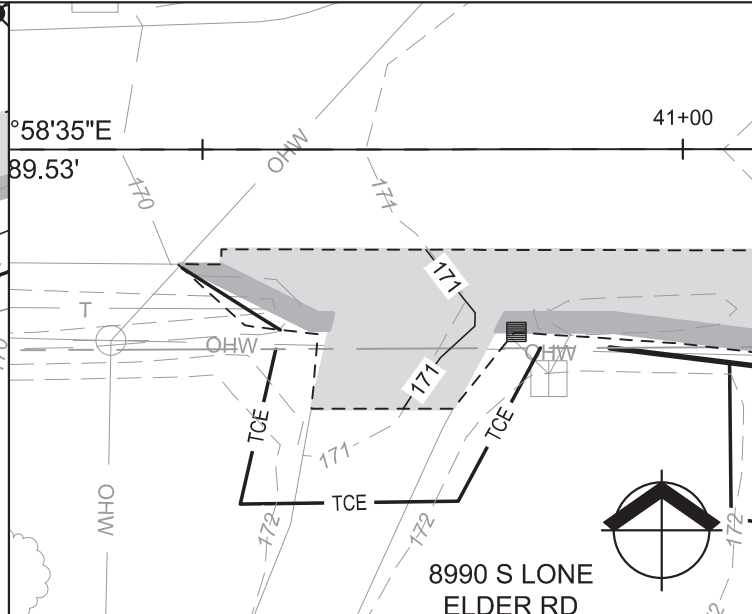
W:\21915000\CAD\CIVIL\CD\1500-CD-DRIVEWAYS.DWG 9/14/2020 6:09 PM



**1**  
D-04 CANBY MARQUAM HWY  
SCALE: 1" = 20'

**DRIVEWAY CONSTRUCTION TABLE**

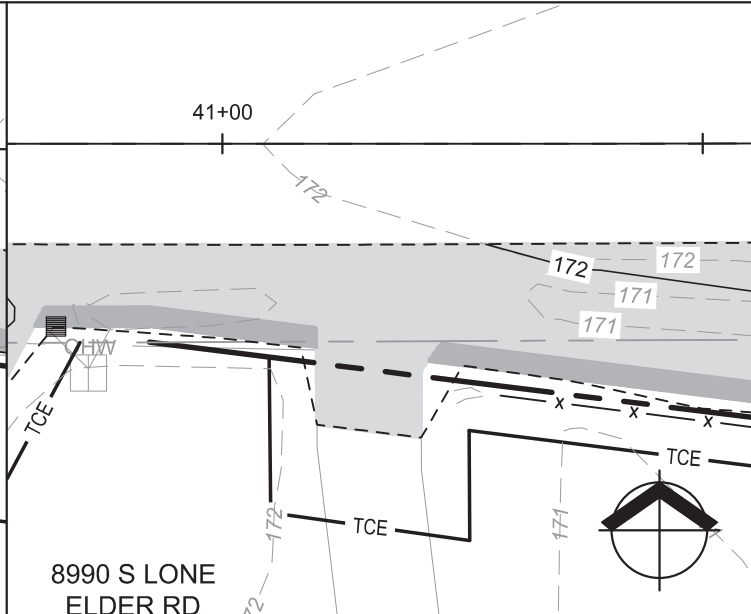
THROAT WIDTH (FT)	MATCH WIDTH (FT)	DRIVEWAY MATERIAL	DRIVEWAY AREA (SQFT)	AVERAGE SLOPE
18.2	34.4	ASPHALT	274.0	-8%



**2**  
D-05 S LONE ELDER RD  
SCALE: 1" = 20'

**DRIVEWAY CONSTRUCTION TABLE**

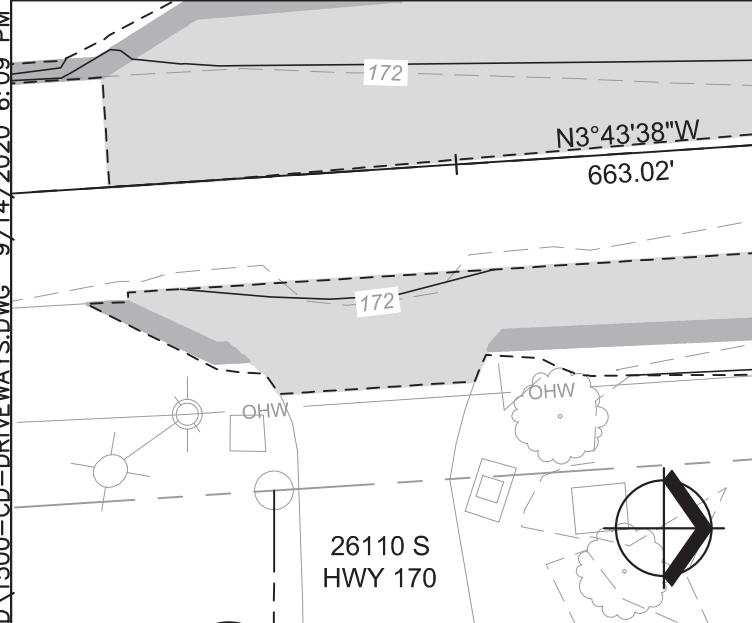
THROAT WIDTH (FT)	MATCH WIDTH (FT)	DRIVEWAY MATERIAL	DRIVEWAY AREA (SQFT)	AVERAGE SLOPE
14.8	17.9	ASPHALT	163.0	2%



**3**  
D-05 S LONE ELDER RD  
SCALE: 1" = 20'

**DRIVEWAY CONSTRUCTION TABLE**

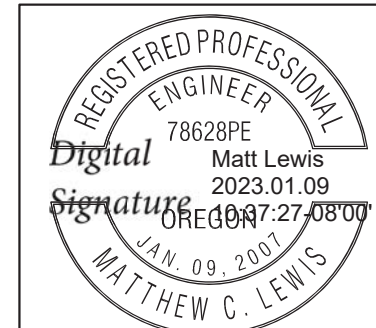
THROAT WIDTH (FT)	MATCH WIDTH (FT)	DRIVEWAY MATERIAL	DRIVEWAY AREA (SQFT)	AVERAGE SLOPE
10.9	13.1	ASPHALT	112.9	<1%



**4**  
D-02 CANBY MARQUAM HWY  
SCALE: 1" = 20'

**DRIVEWAY CONSTRUCTION TABLE**

THROAT WIDTH (FT)	MATCH WIDTH (FT)	DRIVEWAY MATERIAL	DRIVEWAY AREA (SQFT)	AVERAGE SLOPE
17.7	28.7	ASPHALT	197.0	-3%



RENEWS: 12/31/2024

**DRIVEWAY GRADING**  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS  
DATE: MAY 2021 PROJECT NO.: 22291

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**CLACKAMAS COUNTY**  
DAN JOHNSON  
DIRECTOR

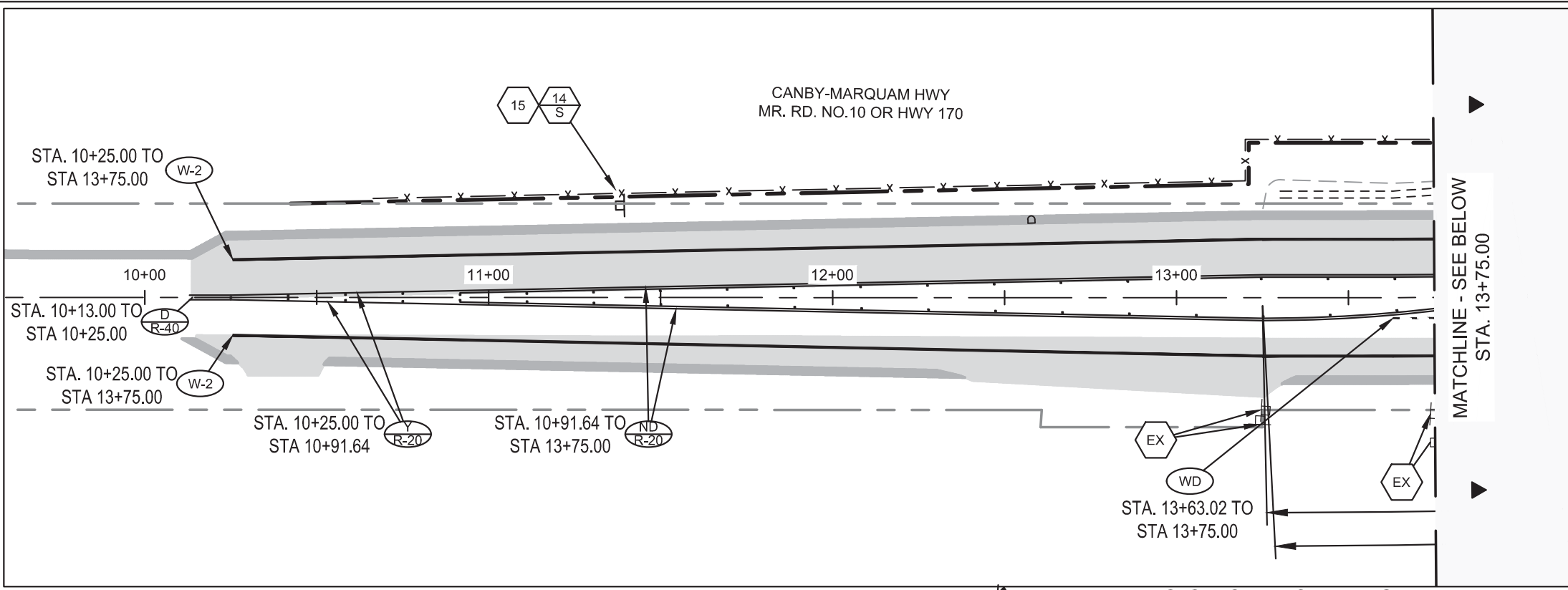
DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

NO.	DATE	REVISIONS

Sheet No. E-02

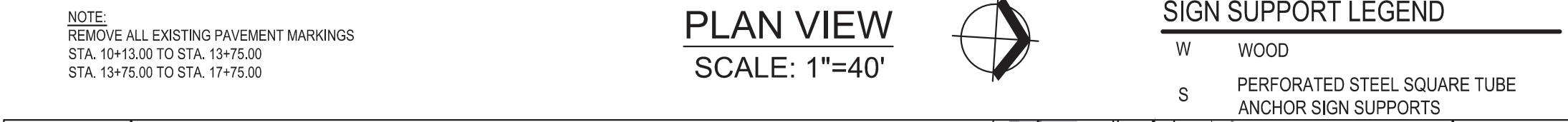


W:\21915000\CAD\CIVIL\_CD\1500-CD-STRIPE.DWG 9/14/2020 6:09 PM

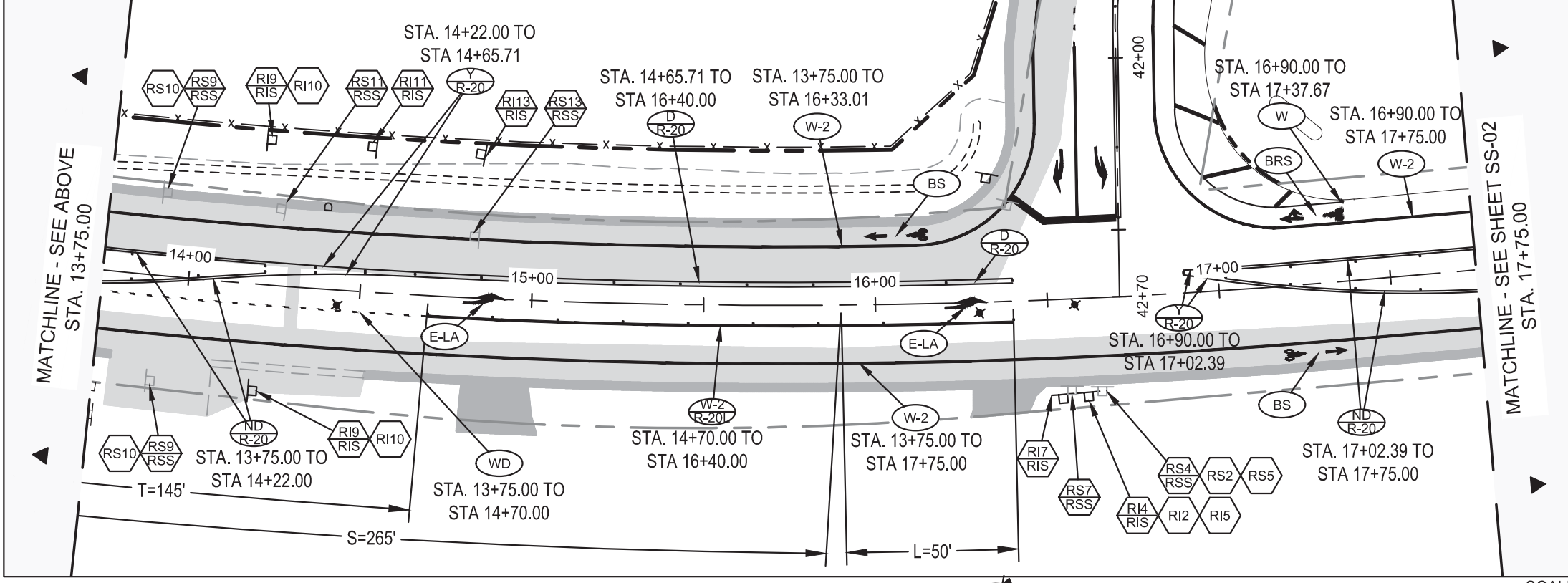


**STRIPING NOTES**

- (W) INSTALL 4" WHITE LINE PER ODOT TM500.
- (W-2) INSTALL 8" WHITE LINE PER ODOT TM500.
- (WD) INSTALL 4" WHITE DOTTED LINE PER ODOT TM500.
- (E-LA) INSTALL ELONGATED WHITE LEFT TURN ARROW PER ODOT TM501.
- (W-2 R-20) INSTALL CHANNELIZING LINE POSITIONING GUIDE REFLECTORS (MONO-DIRECTIONAL RECESSED) WITH 8" WHITE LINE PER ODOT TM502.
- (ND R-20) INSTALL NARROW DOUBLE YELLOW POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES PER ODOT TM502.
- (D R-20) INSTALL DOUBLE NO-PASS POSITIONING GUIDE REFLECTORS (BI-DIRECTIONAL RECESSED) WITH TWO 4" YELLOW LINES PER ODOT TM502.
- (Y R-20) INSTALL YELLOW LINE POSITIONING GUIDE REFLECTORS WITH 4" YELLOW LINE PER ODOT TM502.
- (BS) INSTALL WHITE BIKE LANE STANDARD STENCIL PER ODOT TM503.
- (BRS) INSTALL WHITE BIKE RIGHT TURN STRAIGHT STENCIL PER ODOT TM503.



**PLAN VIEW**  
SCALE: 1"=40'



**SIGNING LEGEND**

- (N M) INSTALL NEW SIGN (N) AND SIGN SUPPORT (M)
- (RSN RSM) REMOVE AND SAVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- (RIN RIM) REINSTALL EXISTING SIGN (N) AND SIGN SUPPORT (M)
- (EXN) MAINTAIN AND PROTECT EXISTING SIGN (N) AND SUPPORT
- (EX) MAINTAIN AND PROTECT EXISTING PRIVATE SIGN AND SUPPORT

**PLAN VIEW**  
SCALE: 1"=40'

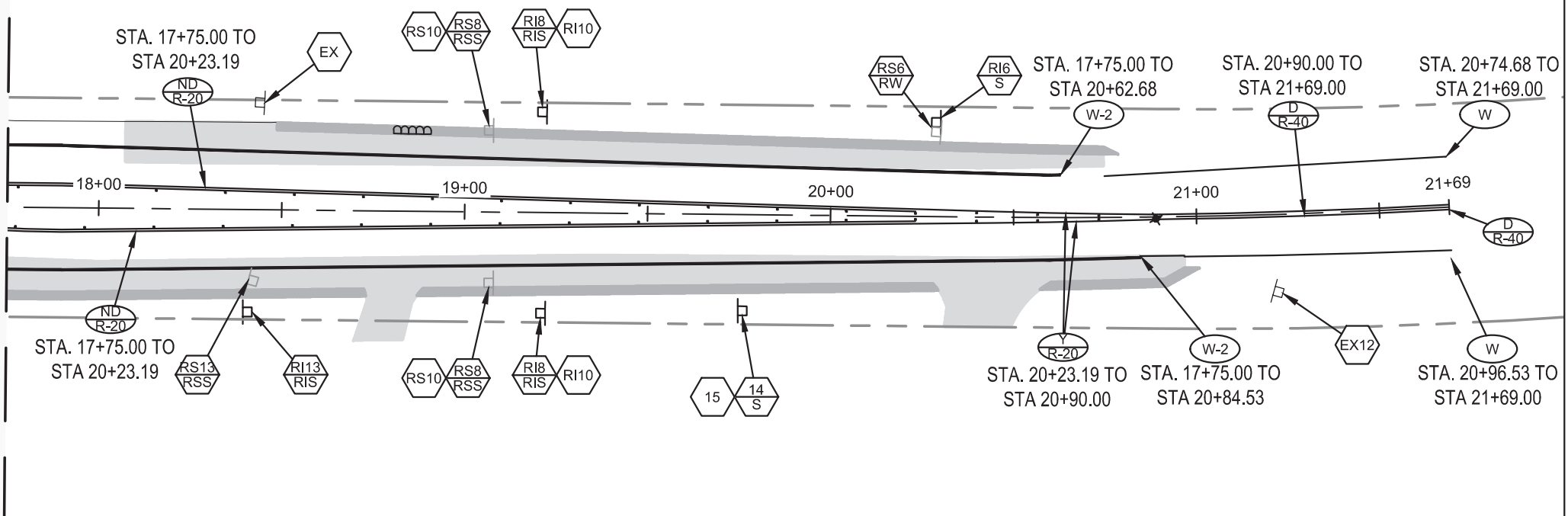


<b>SIGNING AND STRIPING PLAN</b>	
CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS	
DATE: MAY 2021	PROJECT NO.: 22291
<b>Cardno</b> PORTLAND 6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2800 www.cardno.com	
<b>DAN JOHNSON</b> DIRECTOR	
DESIGNED BY: A TW	CHECKED BY: RPM
DRAFTED BY: A TW	
REVISIONS	
NO.	DATE
Sheet No. SS-01	



MATCHLINE - SEE SHEET SS-01  
STA. 17+75.00

CANBY-MARQUAM HWY  
MR. RD. NO.10 OR HWY 170



**STRIPING NOTES**

- (W) INSTALL 4" WHITE LINE PER ODOT TM500.
- (W-2) INSTALL 8" WHITE LINE PER ODOT TM500.
- (WD) INSTALL 4" WHITE DOTTED LINE PER ODOT TM500.
- (TS) INSTALL TRANSVERSE SHOULDER BARS 1' WHITE BARS AT 20' SPACING PER ODOT TM500.
- (E-LA) INSTALL ELONGATED WHITE LEFT TURN ARROW PER ODOT TM501.
- (E-RA) INSTALL ELONGATED WHITE RIGHT TURN ARROW PER ODOT TM501.
- (ND R-20) INSTALL NARROW DOUBLE YELLOW POSITIONING GUIDE REFLECTORS WITH TWO 4" YELLOW LINES PER ODOT TM502.
- (D R-40) INSTALL DOUBLE NO-PASS POSITIONING GUIDE REFLECTORS (BI-DIRECTIONAL RECESSED) WITH TWO 4" YELLOW LINES PER ODOT TM502.
- (Y R-20) INSTALL YELLOW LINE POSITIONING GUIDE REFLECTORS WITH 4" YELLOW LINE PER ODOT TM502.
- (S-2) INSTALL WHITE LARGE 2' STOP BAR PER ODOT TM503.

**SIGNING LEGEND**

- (N M) INSTALL NEW SIGN (N) AND SIGN SUPPORT (M)
- (RSN RSM) REMOVE AND SAVE EXISTING SIGN (N) AND SIGN SUPPORT (M)
- (RIN RIM) REINSTALL EXISTING SIGN (N) AND SIGN SUPPORT (M)
- (EXN) MAINTAIN AND PROTECT EXISTING SIGN (N) AND SUPPORT
- (EX) MAINTAIN AND PROTECT EXISTING PRIVATE SIGN AND SUPPORT

**PLAN VIEW**  
SCALE: 1"=40'

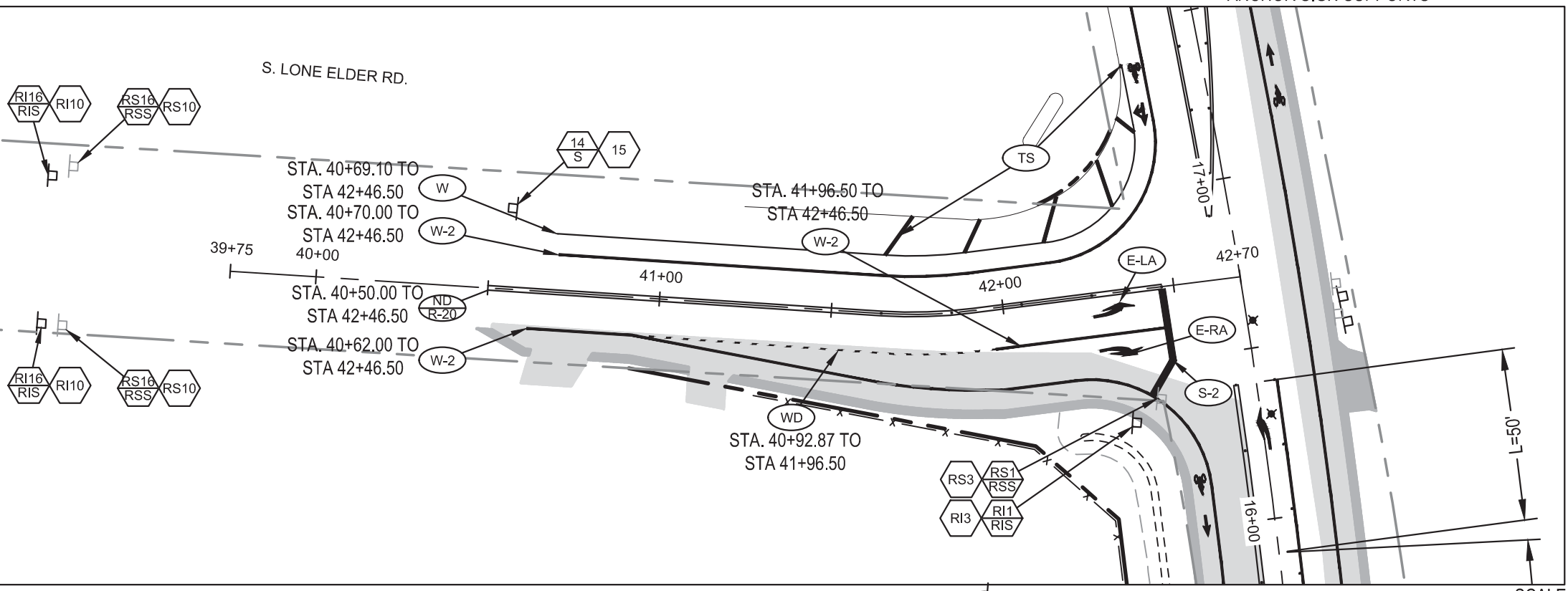
**SIGN SUPPORT LEGEND**

- W WOOD
- S PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS

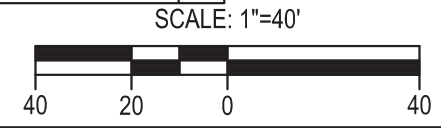
NOTE:  
REMOVE ALL EXISTING PAVEMENT MARKINGS  
STA. 17+75.00 TO STA. 21+68.00  
STA. 40+50.00 TO STA. 42+70.00

W:\21915000\CAD\CIVIL\CD\1500-CD-STRIPE.DWG 9/14/2020 6:09 PM

S. LONE ELDER RD.



**PLAN VIEW**  
SCALE: 1"=40'



**SIGNING AND STRIPING PLAN**

CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

DATE: MAY 2021 PROJECT NO.: 22291

DIRECTOR  
DAN JOHNSON

DESIGNED BY: A TW  
DRAFTED BY: A TW  
CHECKED BY: RPM

REVISIONS

NO.	DATE	DESCRIPTION

Sheet No. SS-02

RENEWS: 12/31/2024

W:\21915000\CAD\CIVIL\CD\1500-CD-STRIPE.DWG 9/14/2020 6:09 PM



SIGN 1



SIGN 2



SIGN 3



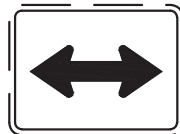
SIGN 4



SIGN 5



SIGN 6



SIGN 7



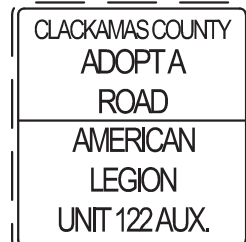
SIGN 8



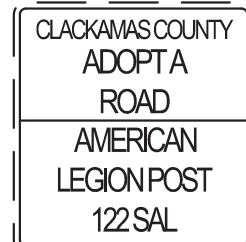
SIGN 9



SIGN 10



SIGN 11



SIGN 12



SIGN 13



W11-1  
30x30  
SIGN  
SIGN 14

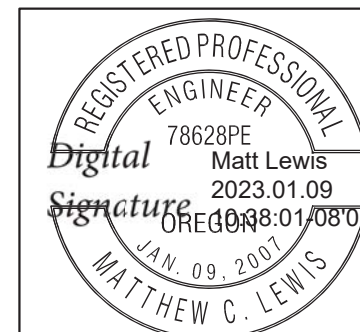


W16-1P  
24x18  
SIGN  
SIGN 15



SIGN 16

LEGEND



RENEWS: 12/31/2024

SIGNING AND STRIPING DETAILS  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

**Cardno**  
 PORTLAND  
 6720 SW MACADAM AVE STE 200, PORTLAND, OR  
 97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
 www.cardno.com

**CLACKAMAS COUNTY**  
 DAN JOHNSON  
 DIRECTOR

DESIGNED BY: A TW  
 DRAFTED BY: A TW  
 CHECKED BY: RPM

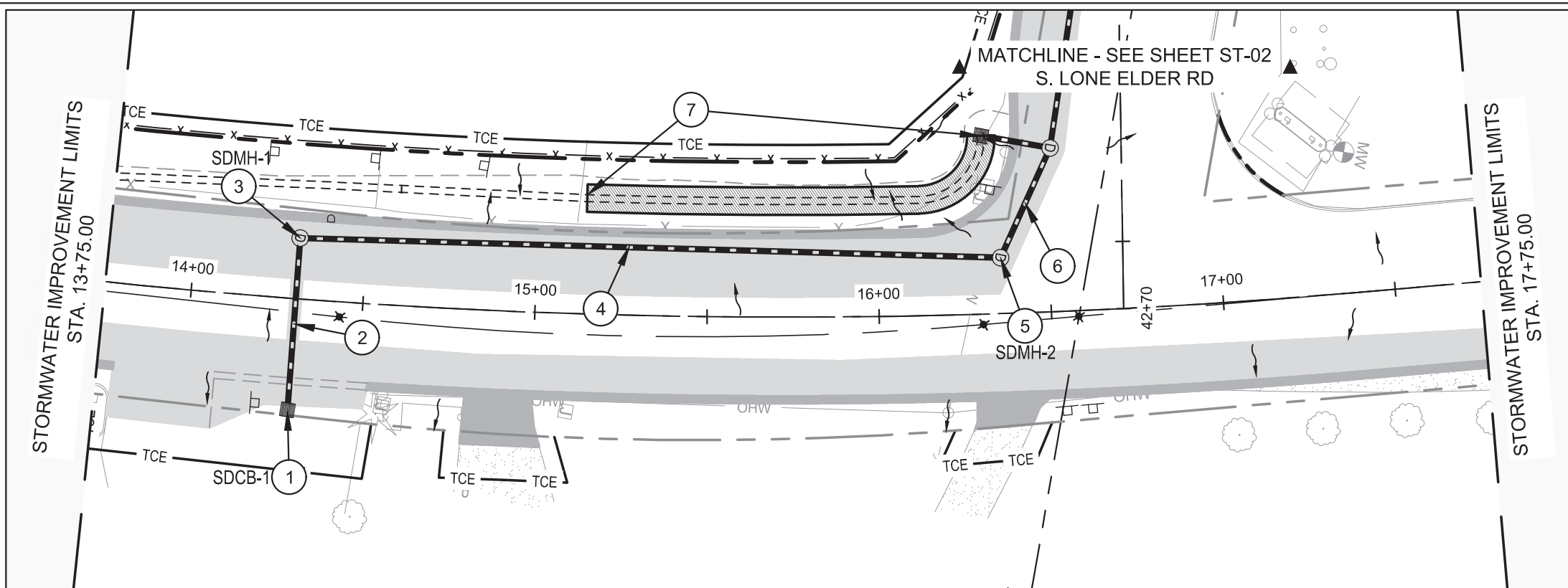
NO.	DATE	REVISIONS

Sheet No. SS-03

PROJECT NO.: 22291

DATE: MAY 2021

W:\21915000\CAD\CIVIL\_CD\1500-CD-STORMWATER PLANS.DWG 3/30/2021 4:30 PM

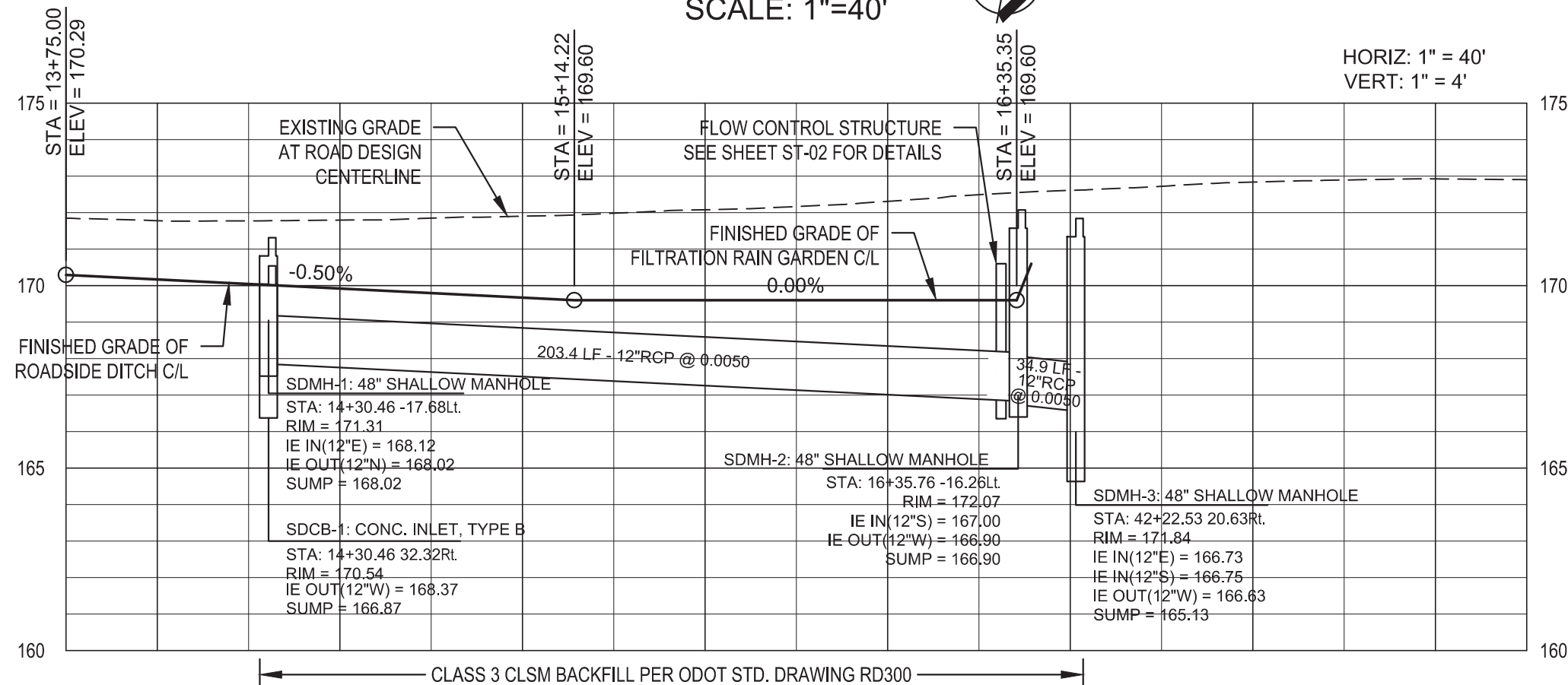


**PLAN VIEW**  
SCALE: 1"=40'



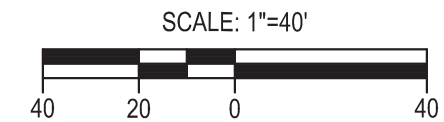
**STORMWATER NOTES**

- ① CONST CONCRETE INLET TYPE B  
STA:14+30.46, 32.32 Rt.  
SEE ODOT STD. DWG. RD368
- ② INSTALL 12" DIAM. RCP STORM PIPE - 50.0 LF  
I.E. IN =168.37'  
I.E. OUT =168.12'  
CLASS E CLSM BACKFILL PER ODOT STD. DRAWING RD300
- ③ CONSTRUCT 48" DIAM. SHALLOW PRECAST MANHOLE  
STA:14+30.46, 17.68 Lt.  
SEE ODOT STD. DWG. RD342
- ④ INSTALL 12" DIAM. RCP STORM PIPE - 203.4 LF  
I.E. IN =168.02'  
I.E. OUT =167.00'  
CLASS E CLSM BACKFILL PER ODOT STD. DRAWING RD300
- ⑤ CONSTRUCT 48" DIAM. SHALLOW PRECAST MANHOLE  
STA:16+35.76, 16.26 Lt.  
SEE ODOT STD. DWG. RD342
- ⑥ INSTALL 12" DIAM. RCP STORM PIPE - 34.9LF  
I.E. IN =166.90'  
I.E. OUT =166.73'  
CLASS E CLSM BACKFILL PER ODOT STD. DRAWING RD300
- ⑦ CONSTRUCT 125' FILTRATION RAIN GARDEN  
STA:15+14.22, 33.65 Lt.TO  
STA. 16+31.06, 51.83 Lt.  
SEE DETAIL 3, SHT. B-06



**PROFILE VIEW**

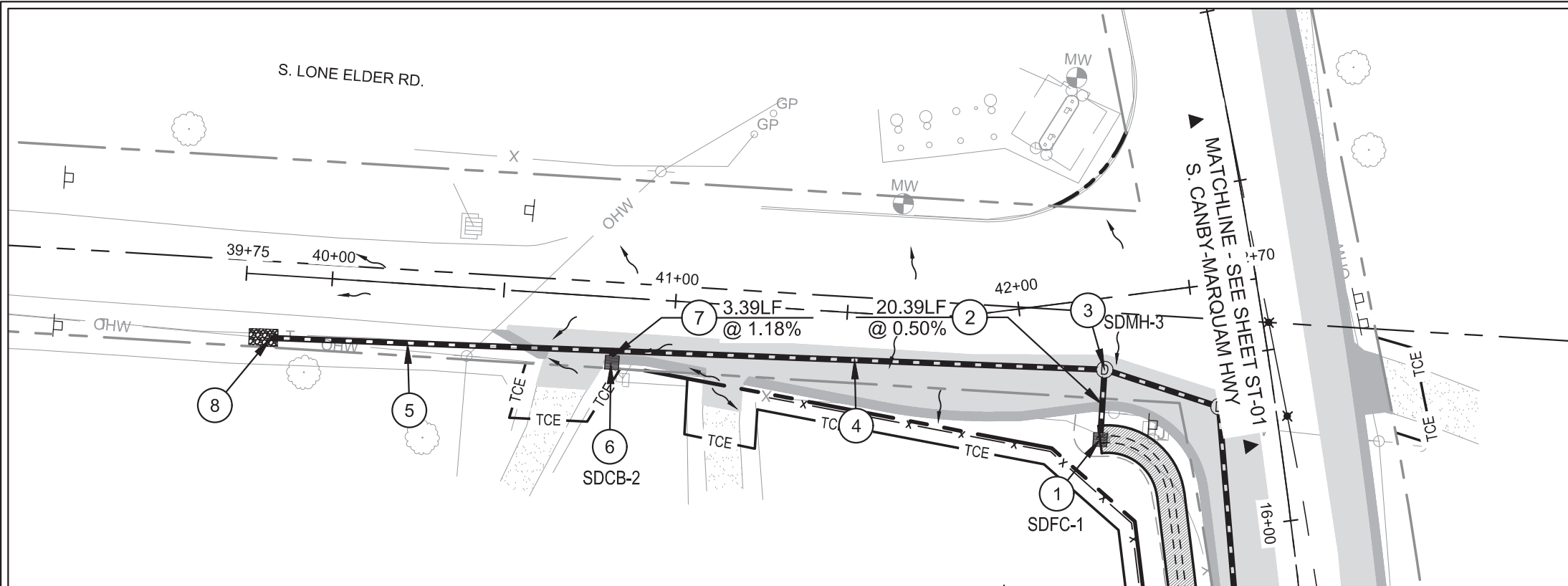
HORIZ: 1" = 40'  
VERT: 1" = 4'



RENEWS: 12/31/2024

<b>STORMWATER PLAN &amp; PROFILE</b>	
CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS	
 PORTLAND 6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com	DIRECTOR DAN JOHNSON
DESIGNED BY: A TW	DRAFTED BY: A TW
NO. / DATE:	CHECKED BY: RPM
REVISIONS	
Sheet No. <b>ST-01</b>	
PROJECT NO.: 22291 DATE: MAY 2021	

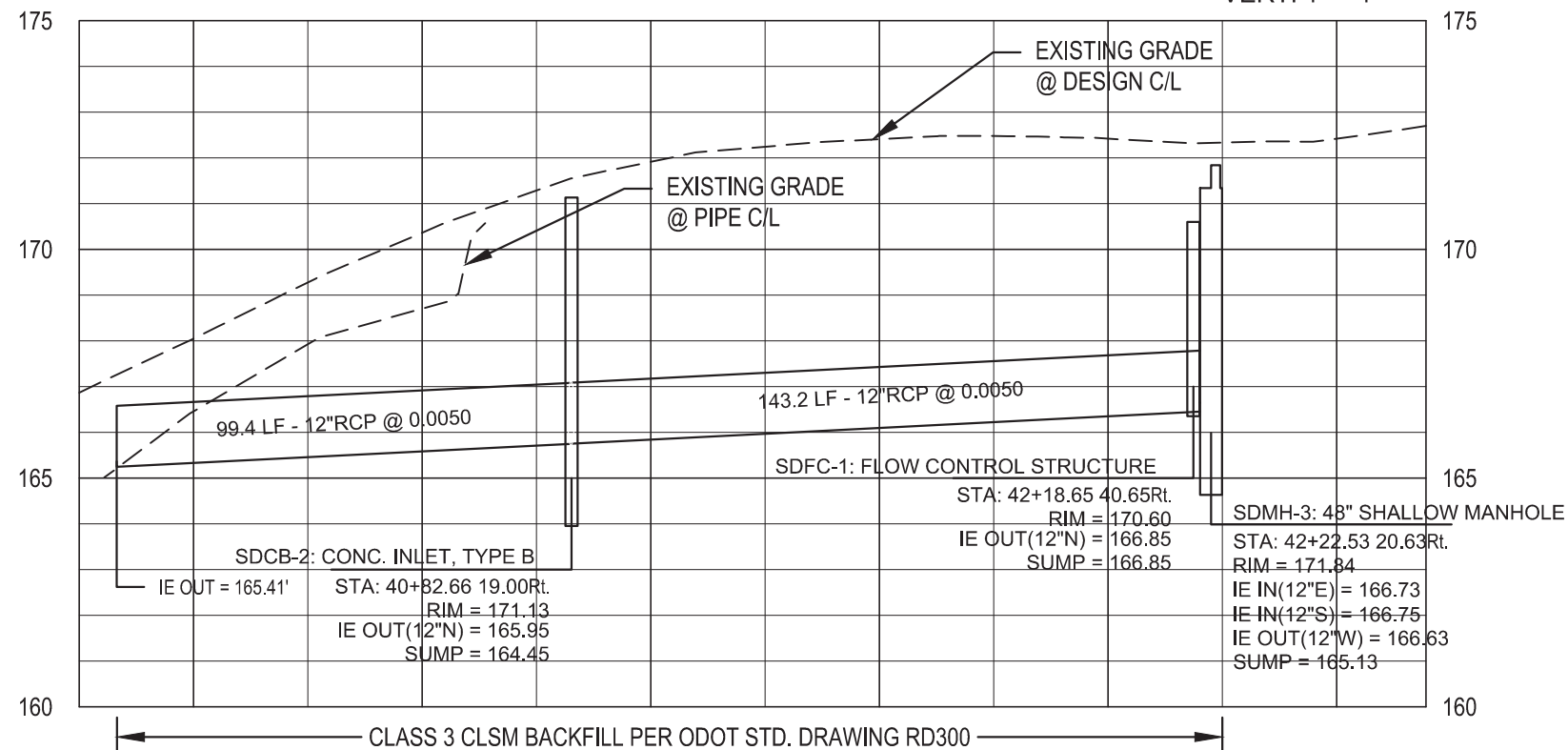
W:\21915000\CAD\CIVIL\_CD\1500-CD-STORMWATER PLANS.DWG 3/30/2021 4:30 PM



**PLAN VIEW**  
SCALE: 1"=40'



HORIZ: 1" = 40'  
VERT: 1" = 4'



**PROFILE VIEW**



**STORMWATER NOTES**

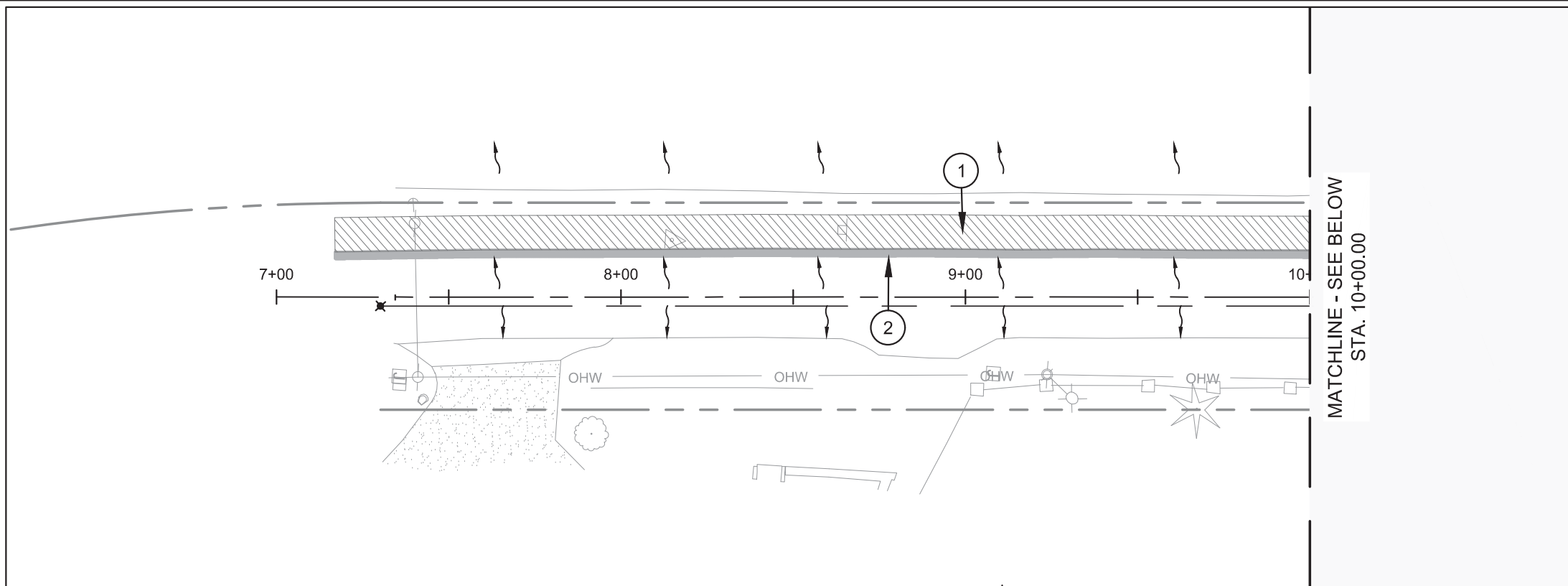
- ① CONST. FLOW CONTROL STR.  
STA:42+18.65, 40.65 Rt.  
SEE DETAIL 4, SHT. B-06
- ② INSTALL 12" DIAM. RCP STORM PIPE - 20.4 LF  
I.E. IN =166.85'  
I.E. OUT =166.75'  
CLASS E CLSM BACKFILL PER ODOT STD. DRAWING RD300
- ③ CONSTRUCT 48" DIAM. SHALLOW PRECAST MANHOLE  
STA:42+22.53, 20.63 Rt.  
SEE ODOT STD. DWG. RD342
- ④ INSTALL 12" DIAM. RCP STORM PIPE - 140.2 LF  
I.E. IN =166.63'  
I.E. OUT =165.91'  
CLASS E CLSM BACKFILL PER ODOT STD. DRAWING RD300
- ⑤ INSTALL 12" DIAM. RCP STORM PIPE - 99.4 LF  
I.E. IN =165.91'  
I.E. OUT =165.41'  
CLASS E CLSM BACKFILL PER ODOT STD. DRAWING RD300
- ⑥ CONST CONCRETE INLET TYPE B  
STA:40+82.66, 19.00 Rt.  
SEE ODOT STD. DWG. RD368
- ⑦ INSTALL 12" DIAM. RCP STORM PIPE - 3.4 LF  
I.E. IN =165.95'  
I.E. OUT =165.91'  
CLASS E CLSM BACKFILL PER ODOT STD. DRAWING RD300
- ⑧ CONST ODOT SLOPED END CULVERT EMBANKMENT PROTECTION AND RIPRAP PAD, CLASS 50 RIPRAP, 1' PIPE  
SEE ODOT RD317 RD318



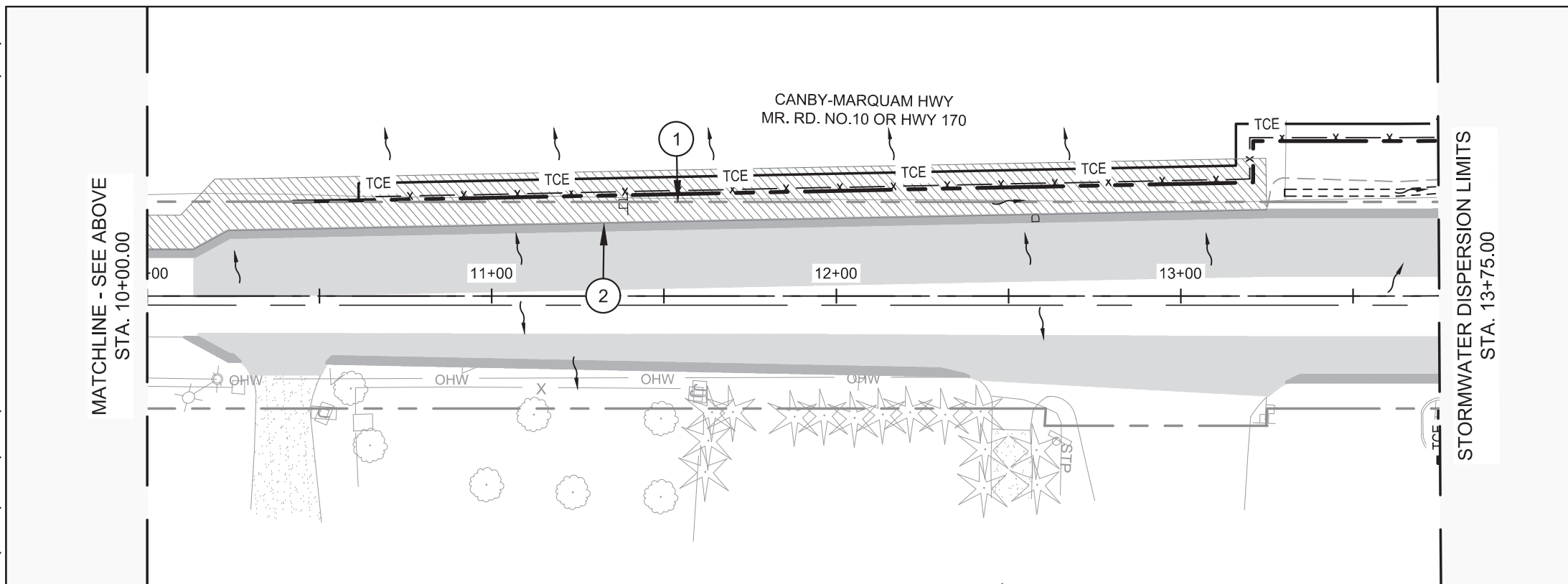
<b>STORMWATER PLAN &amp; PROFILE</b>	
CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS	
DATE: MAY 2021 PROJECT NO.: 22291	
 PORTLAND 6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com	
 CLACKAMAS COUNTY DAN JOHNSON DIRECTOR	
DESIGNED BY: A TW	DRAFTED BY: A TW
CHECKED BY: RPM	
REVISIONS	
NO. DATE:	
Sheet No.	ST-02
RENEWS: 12/31/2024	



W:\21915000\CAD\CIVIL\CD\1500-CD-STORMWATER PLANS.DWG 3/30/2021 4:30 PM



**PLAN VIEW**  
SCALE: 1"=40'

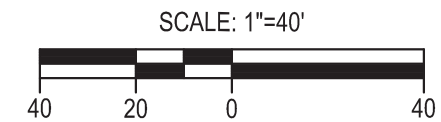


**PLAN VIEW**  
SCALE: 1"=40'



**STORMWATER NOTES**

- ① PRESERVE AND PROTECT EXISTING VEGETATION
- ② CONST 2' WIDE GRAVEL SHOULDER REMEDIATION FOR SHEET FLOW DISPERSION STA:7+17.00 TO STA:10+13.00 Lt.



RENEWS: 12/31/2024

**STORMWATER DISPERSION PLAN**  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

**CLACKAMAS COUNTY**

DAN JOHNSON  
DIRECTOR

DESIGNED BY:  
A TW

DRAFTED BY:  
A TW

CHECKED BY:  
RPM

NO.	DATE	REVISIONS

Sheet No.  
ST-03

PROJECT NO.: 22291

DATE: MAY 2021



INVITATION TO BID #2023-12  
Canby-Marquam Hwy at Lone Elder Rd  
Intersection Improvement Project  
ADDENDUM NUMBER 1  
February 28, 2023

On February 15, 2023, Clackamas County (“County”) published Invitation to Bid #2023-12 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

**The following changes are made to the Project Plans:**

1. Plan sheet(s) A-01 ( to A-01) is(are) replaced with revised plan sheet(s) A-01 ( to A-01).
2. Plan sheet(s) D-02 ( to D-03) is(are) replaced with revised plan sheet(s) D-02 ( to D-03).
3. Plan sheet(s) D-05 ( to D-05) is(are) replaced with revised plan sheet(s) D-05 ( to D-05).

These changes will be included in the Contract for this Project. It is understood that your Bid will be submitted accordingly.

Attachments: Revised Plan Sheets A-01, D-02, D-03, D-05

---

End of Addendum #1

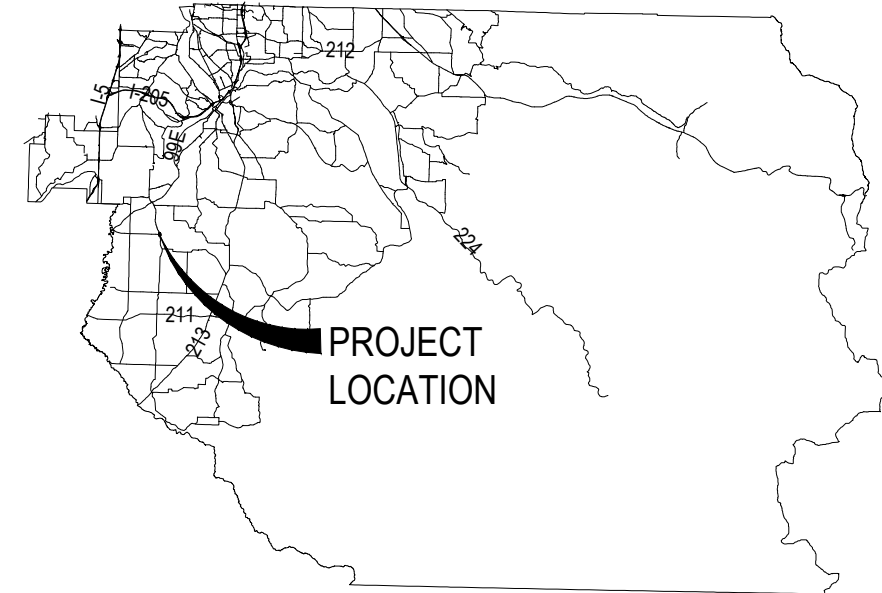
S:\VTD\_COMMON\TRANSP\_CIP\22291 CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION\9.0 PLANS - SPECS - BID TABS\PLANS, REVISIONS, CAD FILES\FINAL 100PCT PSE DGN CAD\CIVIL3D\22291-CANBY MARQUAM CAD DETAIL DWG 2021-05-28\1500-CD-COVER.DWG 1/12/2023 10:13 AM

# CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

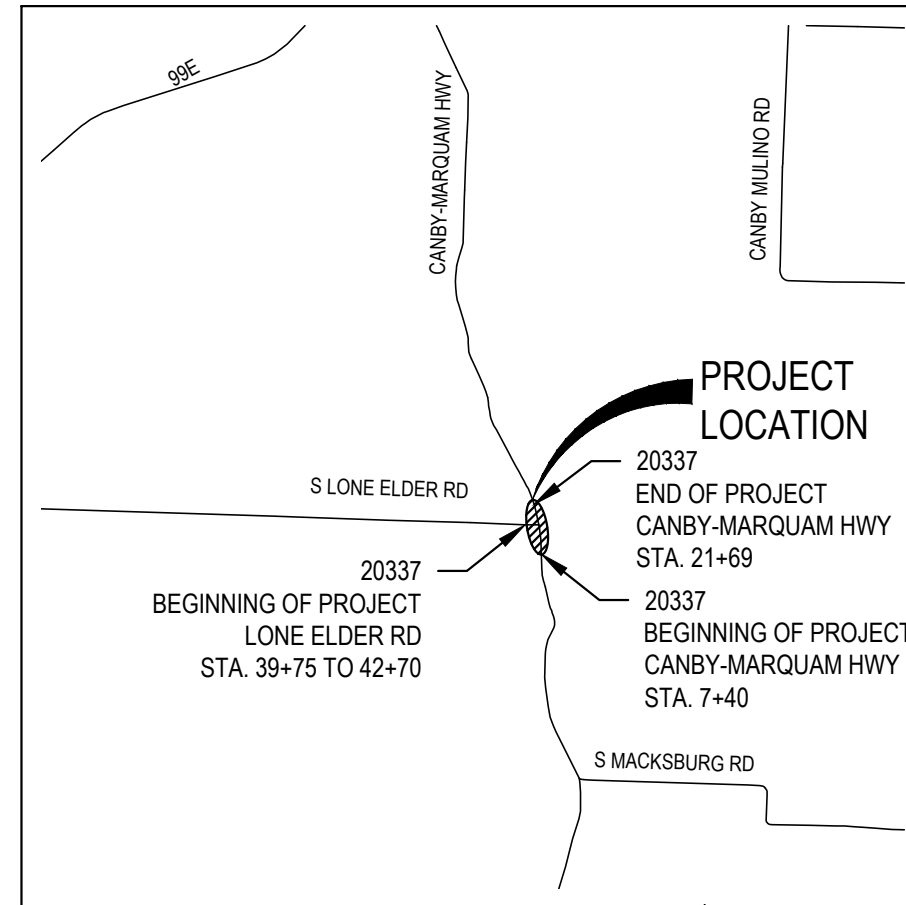
## CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS

### EARTHWORK AND DRAINAGE, ASPHALT CONCRETE PAVING AND STRIPING

CLACKAMAS COUNTY, OREGON  
SUMMER 2023



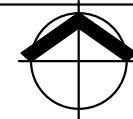
SHEET LIST TABLE	
Sheet Number	Sheet Title
A-01	COVER SHEET
A-02	LEGEND
A-03	STD DWGS & ABBREVIATIONS
B-01	STANDARD SECTIONS - CANBY
B-02	STANDARD SECTIONS - CANBY
B-03	STANDARD SECTIONS - CANBY
B-04	STANDARD SECTIONS - LONE ELDER
B-05	STANDARD SECTIONS - LONE ELDER
B-06	STANDARD SECTION DETAILS
C-01	GRADING & EC PLANS
C-02	GRADING & EC PLANS
C-03	GRADING & EC DETAILS & NOTES
D-01	PLAN SHEET LAYOUT
D-02	PLAN & PROFILE - CANBY
D-03	PLAN & PROFILE - CANBY
D-04	PLAN & PROFILE - CANBY
D-05	PLAN & PROFILE - LONE ELDER
E-01	DRIVEWAY GRADING
E-02	DRIVEWAY GRADING
SS-01	SIGNING AND STRIPING PLAN
SS-02	SIGNING AND STRIPING PLAN
SS-03	SIGNING AND STRIPING DETAILS
ST-01	STORMWATER PLAN & PROFILE
ST-02	STORMWATER PLAN & PROFILE
ST-03	STORMWATER DISPERSION PLAN
ST-04	STORMWATER DISPERSION PLAN



T. 4S, R. 1E, SEC. 10

**VICINITY MAP**

SCALE: NTS



**ATTENTION :**  
OREGON LAW REQUIRES YOU TO FOLLOW RULES  
ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER.  
THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH  
OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER.

**BASIS OF BEARINGS:**

THE PROJECT WAS SURVEYED USING THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE, LAMBERT CONFORMAL CONIC PROJECTION, NAD 83 (2011) EPOCH 2010.00, USING INTERNATIONAL FEET UNITS, GEOID MODEL "GEOID 12A", NAVD88. THE DERIVED BASIS OF BEARING, N89°45'58"E, BETWEEN THE FOUND AND HELD SECTION CORNER OF SECTIONS 9, 10, 15 AND 16, USBT 2013-031 AND THE FOUND AND HELD ONE-QUARTER SECTION CORNER OF SECTIONS 10 AND 15, TOWNSHIP 4 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, BT 2013-038 AS SHOWN HEREON.

**DATUM:**

THE ELEVATION DATUM, NAVD 88, WAS DERIVED FROM THE OREGON COORDINATE REFERENCE SYSTEM (OCRS), PORTLAND ZONE, LAMBERT CONFORMAL CONIC PROJECTION, EPOCH 2011, GEOID 12B.



**COVER SHEET**  
CANBY-MARQUAM HWY AT LONE ELDER RD  
INTERSECTION IMPROVEMENTS

**Cardno**  
PORTLAND  
6720 SW MACADAM AVE STE 200, PORTLAND, OR  
97219 TEL: (503) 419-2500 FAX: (503) 419-2600  
www.cardno.com

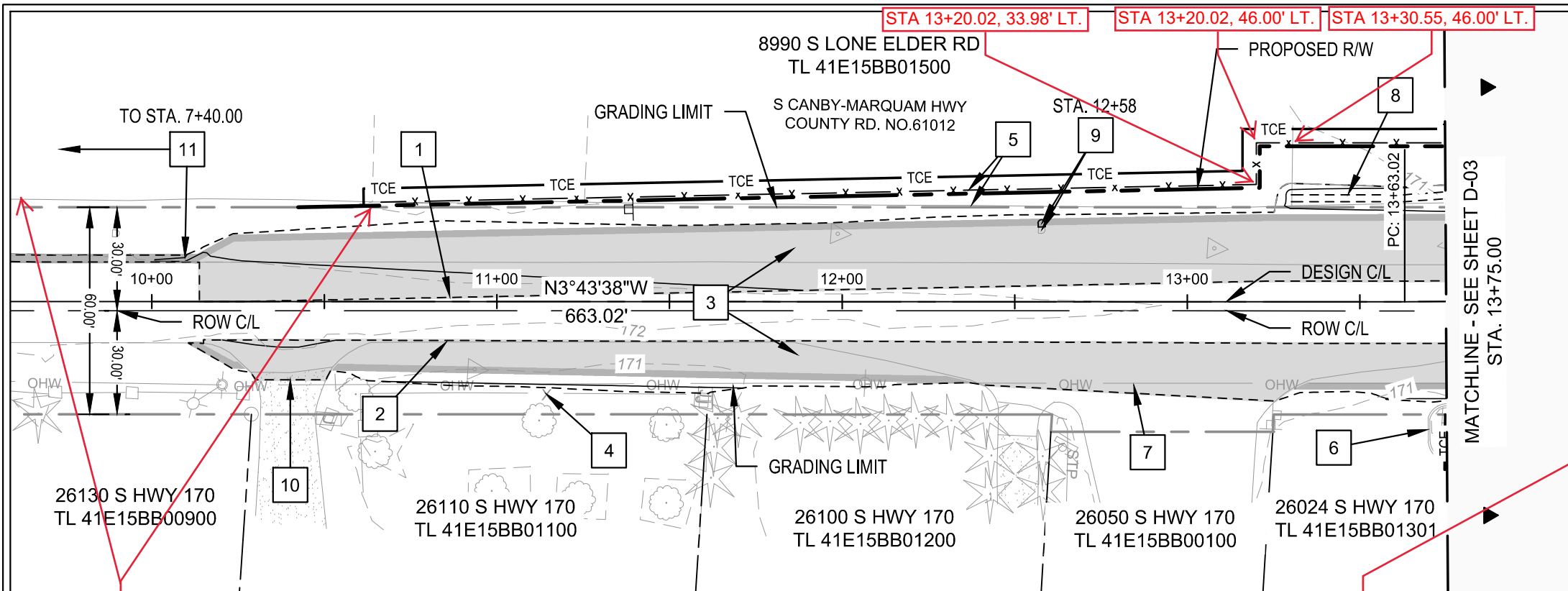
**CLACKAMAS COUNTY**

DAN JOHNSON  
DIRECTOR

DESIGNED BY:	REK	DRAFTED BY:	REK	CHECKED BY:	JRH
REVISIONS					
NO.	DATE:				
Sheet No. A-01					

DATE: 01/12/2023 PROJECT NO.: 20337

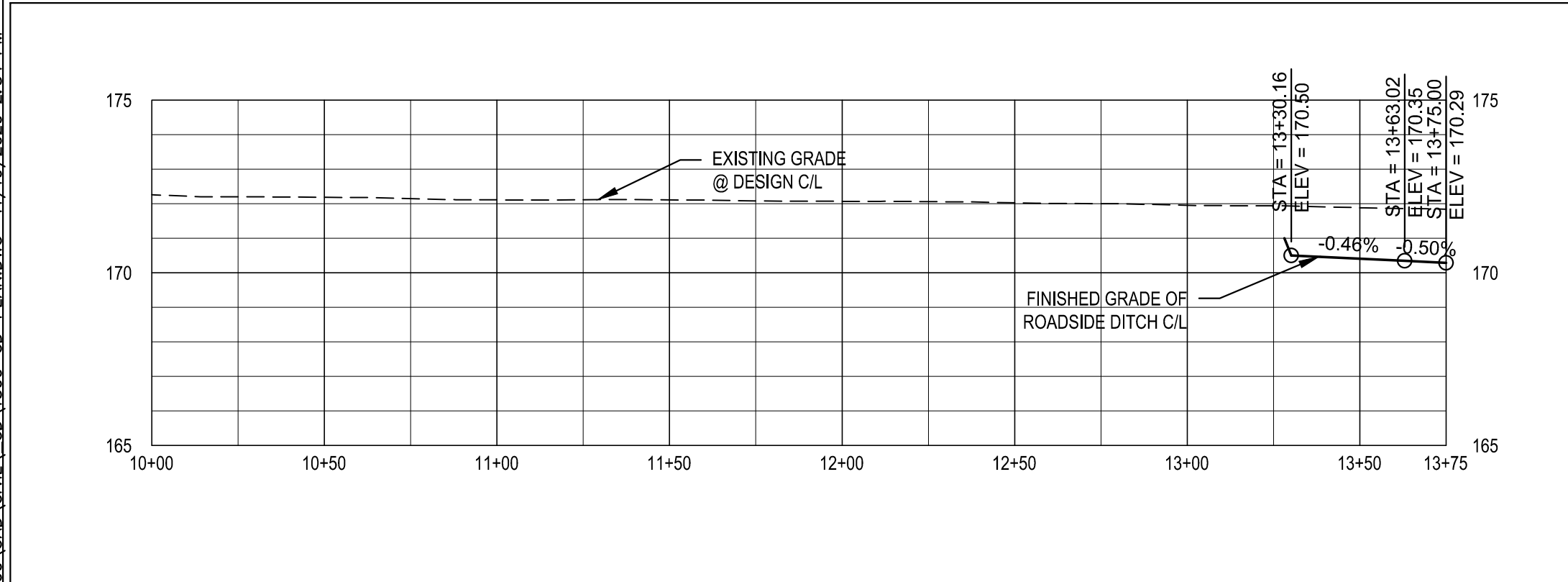
W:\21915000\CAD\CIVIL\_CD\1500-CD-PLAN.DWG 11/19/2020 2:54 PM



APPROX. STA 6+44 LT TO STA 10+66.36 LT; (FENCE LIMITS EXTEND BEYOND THE LIMITS OF THIS PLAN VIEW TO ITS TERMINUS AT THE SOUTHEAST CORNER OF TAXLOT). REMOVE EXISTING TYPE 2 FENCE. CONSTRUCT 5 FT. TALL "NON-CLIMB HORSE FENCE", FOLLOWING THE EXTG FENCE LAYOUT AND PER SECTION 01050 OF THE SPECIAL PROVISIONS.

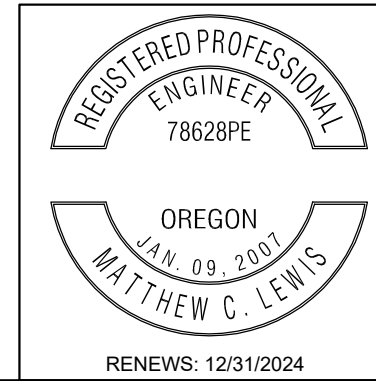
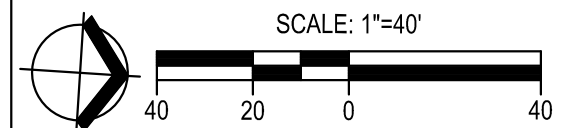
**PLAN VIEW**  
SCALE: 1"=40'

REMOVE EXISTING TYPE 2 FENCE. CONSTRUCT 5 FT. TALL "NON-CLIMB HORSE FENCE", PER SECTION 01050 OF THE SPECIAL PROVISIONS AND THE LAYOUT SHOWN ABOVE.



**PROFILE VIEW**  
SCALE: 1"=40' HORIZ, 1"=4' VERT

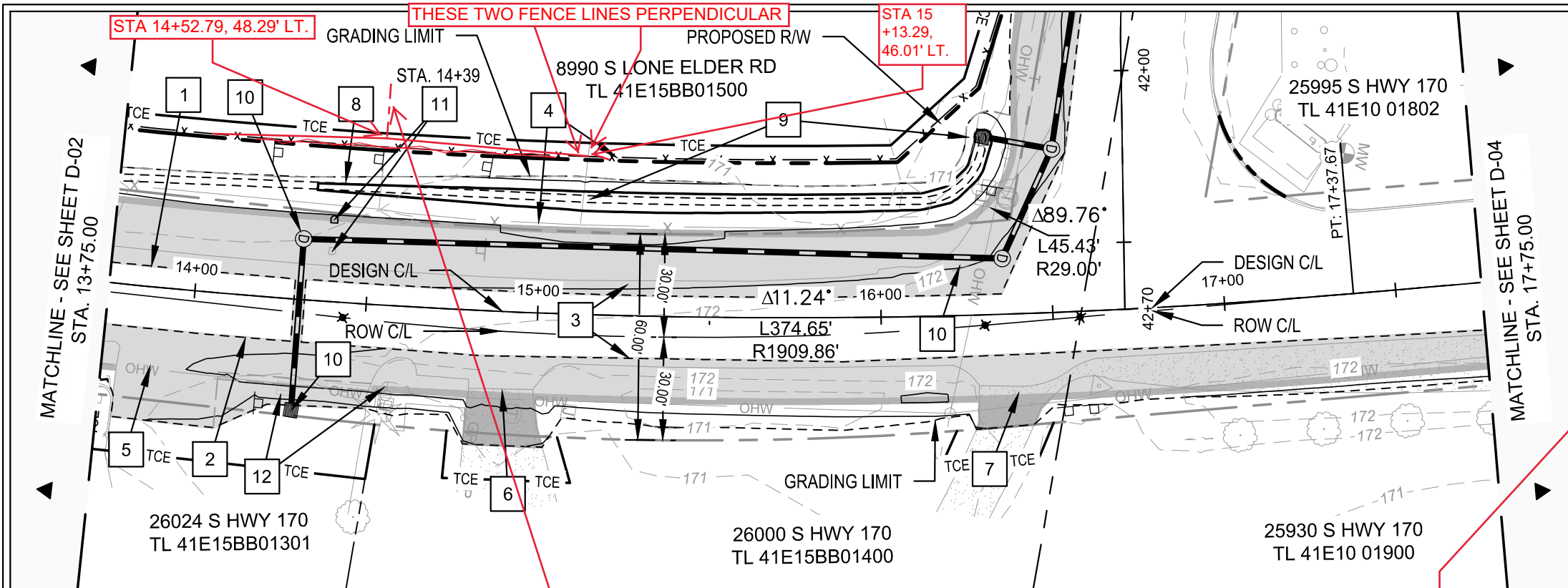
- ### CONSTRUCTION NOTES
- 1 STA:10+13.81 TO STA:13+75.00 Lt. SAWCUT & REMOVE EXTG. PVMT
  - 2 STA:10+14.99 TO STA:13+75.00 Rt. SAWCUT & REMOVE EXTG. PVMT
  - 3 STA:10+13.00 TO STA:13+75.00 ROADWAY CONSTRUCTION FOR DETAILS SEE SHTS. B-01 THRU B-05
  - 4 STA:10+00.00 TO STA:11+60.00 Rt. PRESERVE AND PROTECT EXTG FENCE
  - 5 STA:10+66.36 TO STA:13+75.00 Lt. REMOVE AND REPLACE EXTG TYPE 2 MODIFIED FENCE IN KIND
  - 6 PRESERVE AND PROTECT EXTG. MONUMENT SIGN "CANBY VETERINARY CLINIC"
  - 7 STA:12+38.58 TO STA:13+30.65 Rt. CONST DRIVEWAY SEE DETAIL 1, SHT. E-01
  - 8 STA:13+30.16 TO STA:13+75.00 Lt. CONSTRUCT ROADSIDE DITCH SEE DETAIL 1, SHT. B-06
  - 9 RELOCATE AND REPLACE EXISTING MAILBOX ON SINGLE MAILBOX SUPPORT OMIT SERVICE TURNOUT FOR DETAILS SEE ODOT RD100, RD101
  - 10 STA:10+27.19 TO STA:10+52.02 Rt. CONST DRIVEWAY SEE DETAIL 4, SHT. E-02
  - 11 STA:7+40.00 TO STA:10+13.00 Lt. GRAVEL REMEDIATION SEE SHEET ST-03



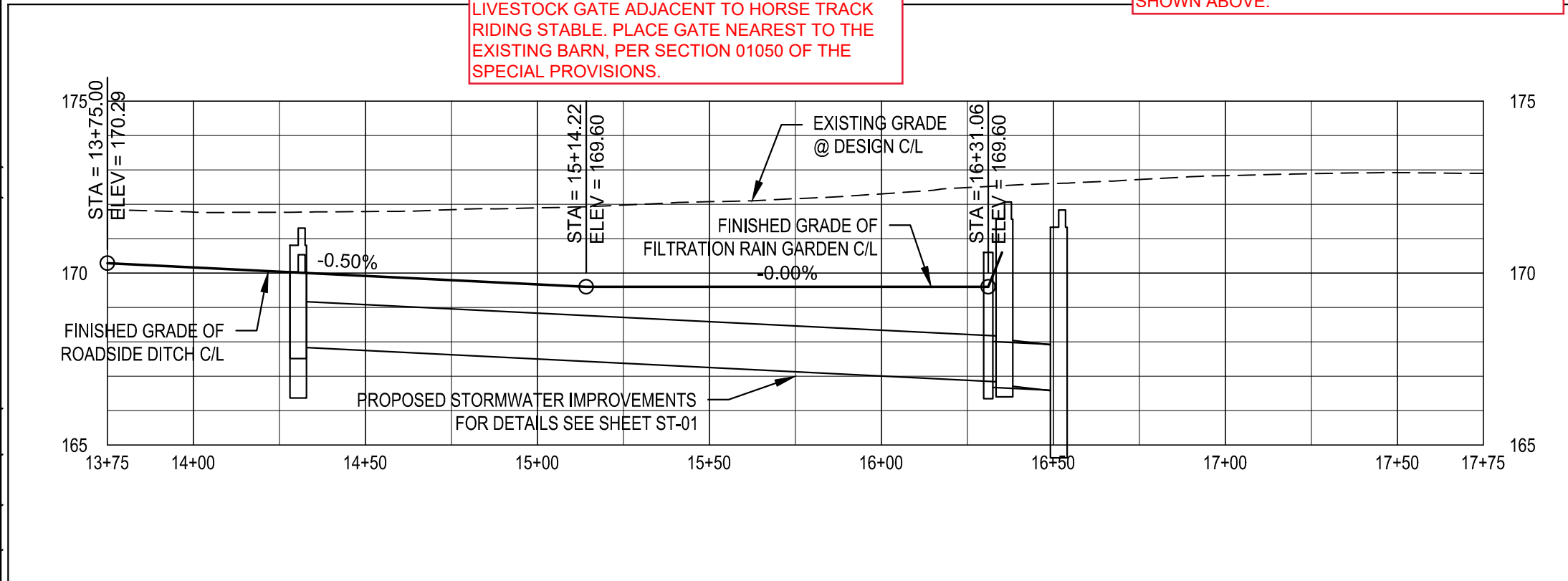
<b>PLAN &amp; PROFILE - CANBY</b>	
CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS	
DATE: MAY 2021	PROJECT NO.: 22291
DESIGNED BY: ATW	DIRECTOR DAN JOHNSON
DRAFTED BY: ATW	CHECKED BY: RPM
NO. DATE:	REVISIONS:
Sheet No. D-02	RENEWES: 12/31/2024



W:\21915000\CAD\CIVIL\CD\1500-CD-PLAN.DWG 11/19/2020 2:54 PM



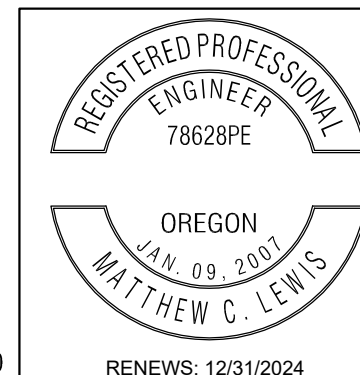
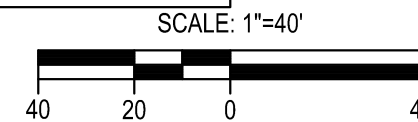
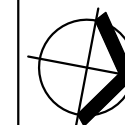
**PLAN VIEW**  
SCALE: 1"=40'



**PROFILE VIEW**  
SCALE: 1"=40' HORIZ, 1"=4' VERT

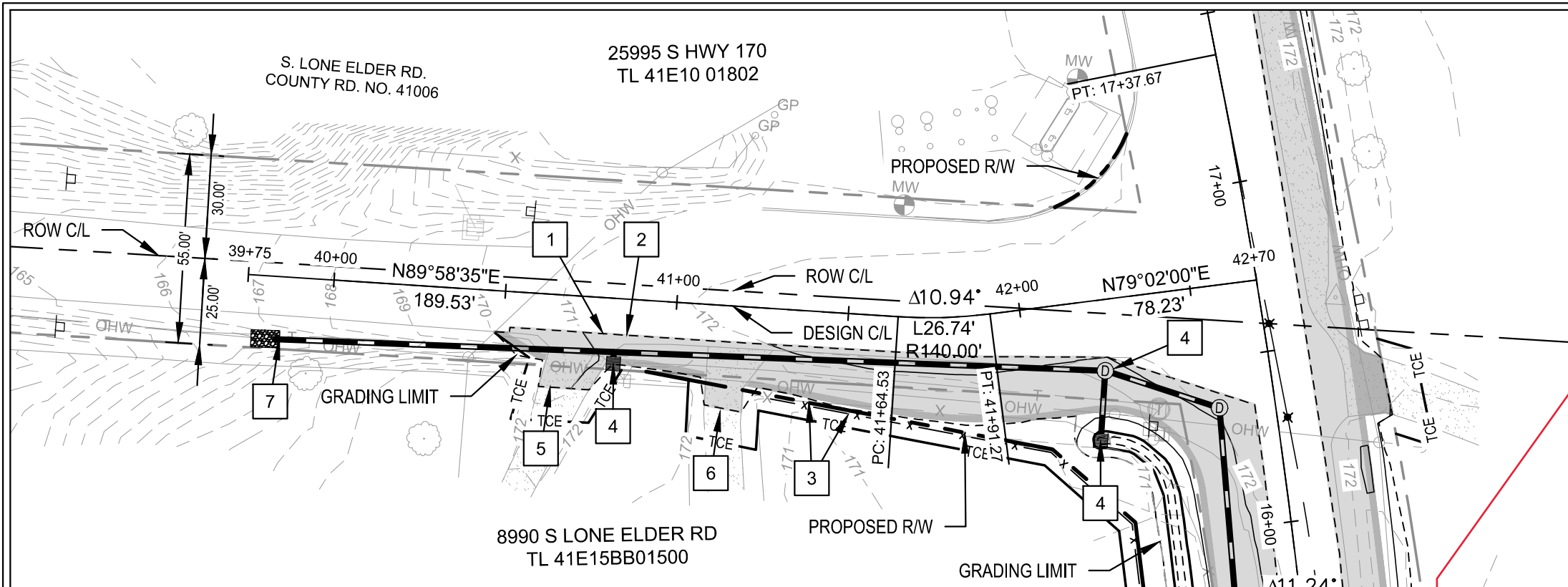
**CONSTRUCTION NOTES**

- 1 STA:13+75.00 TO STA:16+38.15 Lt. SAWCUT & REMOVE EXTG. PVMT
- 2 STA:13+75.00 TO STA:17+75.00 Rt. SAWCUT & REMOVE EXTG. PVMT
- 3 STA:13+75.00 TO STA:17+75.00 ROADWAY CONSTRUCTION FOR DETAILS SEE SHTS. B-01 THRU B-05
- 4 STA:13+75.00 TO STA:16+17.74 Lt. REMOVE AND REPLACE EXTG TYPE 2 MODIFIED FENCE IN KIND
- 5 STA:13+79.55 TO STA:14+08.75 Rt. CONST DRIVEWAY SEE DETAIL 2 SHT. E-01
- 6 STA:14+80.81 TO STA:14+99.76 Rt. CONST DRIVEWAY SEE DETAIL 3 SHT. E-01
- 7 STA:16+27.89 TO STA:16+48.42 Rt. CONST DRIVEWAY SEE DETAIL 4, SHT. E-01
- 8 STA:13+75.00 TO STA:15+14.22 Lt. CONSTRUCT ROADSIDE DITCH SEE DETAIL 1, SHT. B-06
- 9 STA:15+14.22 TO STA:16+31.06 Lt. CONSTRUCT ROADSIDE RAIN GARDEN DETAILS: SEE DETAIL 3, SHT. B-06
- 10 CONSTRUCT STORM STRUCTURE DETAILS: SEE SHT. ST-01
- 11 RELOCATE AND REPLACE EXISTING MAILBOX ON SINGLE MAILBOX SUPPORT OMIT SERVICE TURNOUT FOR DETAILS SEE ODOT RD100, RD101
- 12 REMOVE EXISTING CATCH BASIN AND PLUG AND ABANDON 10" PIPE IN PLACE.



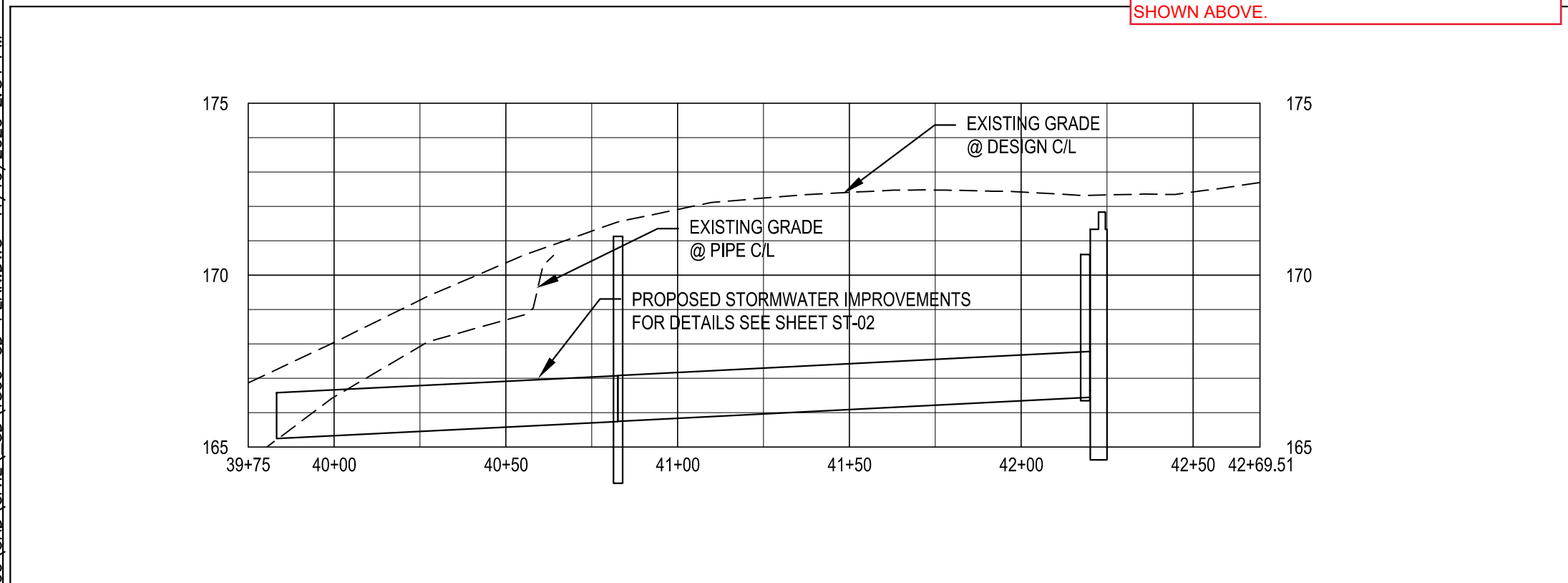
<b>PLAN &amp; PROFILE - CANBY</b>	
CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS	
DATE: MAY 2021	PROJECT NO.: 22291
PORTLAND 6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com	
CLACKAMAS COUNTY	
DAN JOHNSON DIRECTOR	
DESIGNED BY: A TW	DRAFTED BY: A TW
CHECKED BY: RPM	
NO. / DATE:	
REVISIONS	
Sheet No.	D-03

W:\21915000\CAD\CIVIL\_CD\1500-CD-PLAN.DWG 11/19/2020 2:54 PM



**PLAN VIEW**  
SCALE: 1"=40'

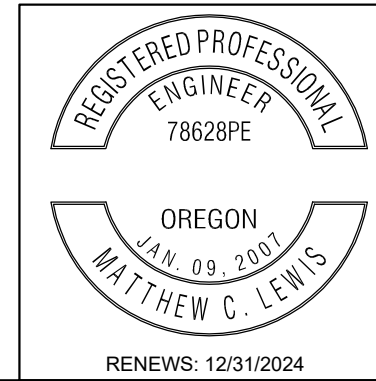
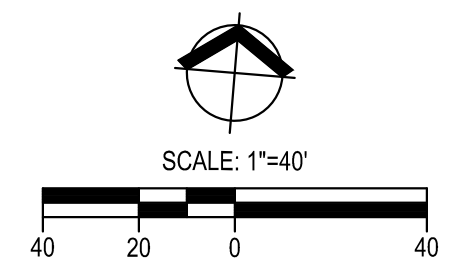
REMOVE EXISTING "4-RAIL POST AND RAIL PRESSURE TREATED WOOD FENCE".  
CONSTRUCT "4-RAIL POST AND RAIL PRESSURE TREATED WOOD FENCE", PER SECTION 01050 OF THE SPECIAL PROVISIONS AND THE LAYOUT SHOWN ABOVE.



**PROFILE VIEW**  
SCALE: 1"=40' HORIZ, 1"=4' VERT

**CONSTRUCTION NOTES**

- 1 STA:40+51.95 TO STA:42+43.25 Rt.  
SAWCUT & REMOVE EXTG. PVMT
- 2 STA:40+50.00 TO STA:42+43.25  
ROADWAY CONSTRUCTION  
FOR DETAILS SEE SHTS. B-01 THRU B-05
- 3 STA:40+50.00 TO STA:42+13.88 Rt.  
~~REMOVE AND REPLACE EXTG WOODEN  
GORRAL FENCE IN KIND~~
- 4 CONSTRUCT STORM STRUCTURE  
DETAILS: SEE SHT. ST-02
- 5 STA:40+63.63 TO STA:41+81.46 Rt.  
CONST DRIVEWAY  
SEE DETAIL 2, SHT. E-02
- 6 STA:41+09.75 TO STA:41+22.71 Rt.  
CONST DRIVEWAY  
SEE DETAIL 3, SHT. E-02
- 7 STA:39+83.22 Rt.  
CONTROL SLOPE AND  
END OF CULVERT EMBANKMENT  
SEE NOTE 8, SHT. ST-02



<p><b>PLAN &amp; PROFILE - LONE ELDER</b> CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS</p>		<p>DATE: MAY 2021 PROJECT NO.: 22291</p>												
<p><b>Cardno</b> PORTLAND 6720 SW MACADAM AVE STE 200, PORTLAND, OR 97219 TEL: (503) 419-2500 FAX: (503) 419-2600 www.cardno.com</p>		<p>DIRECTOR DAN JOHNSON</p>												
<p>DESIGNED BY: A TW</p>	<p>DRAFTED BY: A TW</p>	<p>CHECKED BY: RPM</p>												
<p>REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE:</th> <th>DESCRIPTION:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			NO.	DATE:	DESCRIPTION:									
NO.	DATE:	DESCRIPTION:												
<p>Sheet No. D-05</p>		<p>RENEWALS: 12/31/2024</p>												



INVITATION TO BID #2023-12  
 Canby-Marquam Hwy at Lone Elder Rd  
 Intersection Improvement Project  
 ADDENDUM NUMBER 2  
 March 02, 2023

On February 15, 2023, Clackamas County (“County”) published Invitation to Bid #2023-12 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

**The following changes are made to the Project Bid Booklet:**

1. The following changes are made to the Project Bid Items:
  - a. Name and Quantity changes:

<u>Number</u>	<u>Item</u>	<u>Quantity</u>	
		<u>Original</u>	<u>New</u>
Bid Item 28	Concrete Inlet With Modified Overflow And Beehive Grate	1 EACH	1 EACH

Make a copy of and use the new attached Bid Schedule. Submit bid according to the instructions outlined in the Supplemental Instructions to Bidders, paragraph 2. A Bid **not** including this new Bid Schedule **will be rejected as non-responsive**.

**The following changes are made to the Project Special Provisions:**

1. Subsection 00280 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, necessary to keep it representative of current site conditions and compliant with the 1200-CA Permit.

2. Subsection 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.

3. Subsection 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.
- 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.

4. Subsection 00280.16(i) Concrete Washout – Replace this subsection, except subsection number and title, with the following:

Furnish impermeable, spill resistant, leak proof concrete washout basin of sufficient size and quantity to retain all concrete wash water and concrete waste developed during construction, meeting the following requirements:

(1) Field fabricated washout basin as shown and consisting of the following:

- **Straw Bales** - Standard rectangular straw bales, with straw Material according to 01030.15, except no certification is required.
- **Plastic Sheeting** - Minimum 10-mil thick polyethylene plastic sheeting.
- **Staples** - 1/8-inch diameter steel wire staples. 2-inch "U" width with a length of 6 inches minimum

(2) Manufactured basins sufficiently durable to be removed intact, or cleaned of content without releasing concrete material or concrete washout water.

5. Subsection 00280.30 Erosion and Sediment Control Manager - Replace this subsection, except for the subsection number and title, with the following:

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

The ESCM duties include:

- Manage and ensure proper implementation of the ESCP.
- Accompany the Engineer during field review of the ESCP prior to construction activities.
- Monitor rainfall, snow melt and runoff on and in the vicinity of the Project Site.
- Monitor water quality in receiving streams in the vicinity of the Project Site.
- Monitor water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.
- Monitor locations identified in Section 00294 for compliance.
- Inspect ESC and monitor receiving waters on active construction site on initial date and every 14 Days for effective functioning.
- Inspect ESC on inactive sites every 14 Days for effective functioning.
- Inspect ESC for effective functioning and monitor receiving waters, on all active and inactive sites at least within 24 hours of rainfall events sufficient to result in runoff from the Project Site.
- Ensure that ESC are regularly cleaned and maintained.
- Mobilize crews to make immediate repairs to ESC or install additional ESC during working and non-working hours when ESC is not effectively functioning.
- Record actions taken to clean up discharged sediment.
- Report potential permit violations to the Agency immediately upon discovery.

- Repair conditions that caused permit violations and prepare submittals for corrective actions that document repairs for Agency review and submittal to regulatory agencies.
- Update the ESCP monthly and within 7 Days after changes or major ESC modifications are implemented in the field.
- Submit ESCP revisions in electronic format, to Engineer within 30 Days after making revisions.
- Prepare a contingency plan in preparation for emergencies and for the periods between October 1 and May 31.
- Accompany the Engineer on inspections and, if required, on inspections by representatives of regulating agencies. If any of the following occur, revise the ESCP to reflect the change(s) within 7 Days.
  - Changes to the construction plans that impact erosion and sediment control measures;
  - Changes to the stormwater control BMPs, their location, maintenance required, and any other revisions necessary to prevent erosion and control sediment runoff;
  - An increase in the area impacted by construction activities;
  - Other activities at the site that are no longer accurately reflected in the ESCP. This includes changes made in response to corrective actions triggered;
  - To reflect areas on the site map where operational control has been transferred (and the date of transfer) since initiating permit coverage;
  - If inspections by DEQ determine that ESCP revisions are necessary for compliance with the 1200-CA permit;
- Where DEQ determines it is necessary to install or implement additional controls at the site in order to meet the requirements of the 1200-CA permit. Include the following in the ESCP:
  - A copy of any correspondence describing such measures and requirements; and
  - A description of the controls to be used to meet such requirements.
- Change of Subcontractors that engage in construction activities on site, and the areas of the site where the Subcontractor(s) engage in construction activities;
- Change of any personnel (by name and position) that are responsible for the design, installation and maintenance of stormwater control measures;
- Change of the certified erosion and sediment control inspector, or of their contact information and any applicable certification and training experience;
- To reflect any revisions to applicable federal, state, tribal, or local requirements that affect the stormwater controls implemented at the site; and
- If a change in chemical treatment systems or chemically enhanced stormwater control is made, including use of a different treatment chemical, different dosage rate, or different area of application as applicable. Furnish temporary sediment trap as shown on drawings, stamped and signed by licensed engineer.

Submit revised ESCP to Engineer for signature by licensed professional (see 00280.04) and submission to DEQ when changes are made for the following reasons:

- Part of a corrective action requirement;
- An increase or decrease in project size;
- An increase or decrease in size or location of disturbed areas;

- Changes to BMPs, such as type, design or location;
  - Change of the ESCM.
6. 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.

7. Subsection 00280.46(a) Construction Entrances - Add the following to the end of this subsection:

Construct the construction entrances as shown or directed.

8. Subsection 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.

These changes will be included in the Contract for this Project. It is understood that your Bid will be submitted accordingly.

Attachments: New Bid Schedule dated 3/02/2023

---

End of Addendum #2



**CANBY-MARQUAM HWY AT LONE ELDER RD INTERSECTION IMPROVEMENTS**

**BID SCHEDULE**

3/2/2023

Bid Item #	Item #	Item Description	Unit	Quantity	Unit Price	Total Price
1	00180.95	WORKPLACE HARASSMENT PREVENTION PLAN	LS	1		
	00196	EXTRA WORK AS AUTHORIZED	FA	1	\$ 25,000.00	\$25,000.00
<b>TEMPORARY FEATURES AND APPURTENANCES</b>						
2	0210-010000A	MOBILIZATION	LS	1		
3	0221-0101000A	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1		
4	0225-0154000F	STRIPE REMOVAL	FOOT	3100		
5	0270	TEMPORARY TYPE TREE PROTECTION FENCE	FOOT	170		
6	0270	TEMPORARY LIVESTOCK FENCE	FOOT	380		
7	0280-0100000A	EROSION CONTROL	LS	1		
8	0280-0110020E	CONSTRUCTION ENTRANCE, TYPE 2	EACH	1		
9	0280-0105050J	MATTING, TYPE E	SQYD	750		
10	0280-0106030E	CHECK DAM, TYPE 3	EACH	13		
11	0280-0112500E	CONCRETE WASHOUT FACILITY	EACH	1		
12	0280-0114030E	INLET PROTECTION, TYPE 3	EACH	4		
13	0280-0115080F	SEDIMENT BARRIER, TYPE 8	FOOT	1850		
14	0290-0100000A	POLLUTION CONTROL PLAN	LS	1		
<b>ROADWORK</b>						
15	0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1		
16	0310-0103000J	REMOVAL OF SURFACINGS	SQYD	1500		
17	0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1		
18	0310-0119000F	ASPHALT PAVEMENT SAW CUTTING	FOOT	2500		
19	0320-0100000A	CLEARING AND GRUBBING	LS	1		
20	0330-0105000K	GENERAL EXCAVATION	CUYD	1500		
21	0330-0126000K	STONE EMBANKMENT	CUYD	30		
22	0331-0109000J	18 INCH SUBGRADE STABILIZATION	SQYD	50		
23	0350-0105000J	SUBGRADE GEOTEXTILE	SQYD	3400		
24	0390-0105000K	LOOSE RIPRAP, CLASS 50	CUYD	3		
<b>DRAINAGE AND SEWERS</b>						
25	0415-0100000F	MAINLINE VIDEO INSPECTION	FOOT	555		
26	0445-035012AF	12 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	380		
27	0445-035012BF	12 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	180		
28	0470	CONCRETE INLET WITH MODIFIED OVERFLOW AND BEEHIVE GRATE	EACH	1		
29	0470-0105000E	CONCRETE MANHOLES, SHALLOW	EACH	3		
30	0470-0301000E	CONCRETE INLETS, TYPE B	EACH	2		
<b>BASES</b>						
31	0640-0100000M	AGGREGATE BASE	TON	1400		
32	0640-0101000M	AGGREGATE SHOULDERS	TON	740		
<b>WEARING SURFACES</b>						
33	0744-0302000M	LEVEL 3, 1/2 INCH ACP MIXTURE (PG 64-22 HMAC)	TON	1400		
34	0749-0100000E	EXTRA FOR ASPHALT APPROACHES	EACH	7		
<b>PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES</b>						
35	0855-0106100E	MONO-DIRECTIONAL WHITE TYPE IAR MARKERS, RECESSED	EACH	15		
36	0855-0107100E	BI-DIRECTIONAL YELLOW TYPE IAR MARKERS, RECESSED	EACH	106		
37	0865-0116610F	THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED	FOOT	7200		
38	0867-0103500E	PAVEMENT LEGEND, TYPE AB: ARROWS	EACH	4		
39	0867-0131000E	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	3		



40	0867-0145100J	PAVEMENT BAR, TYPE B-HS	SQFT	130		
<b>PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS</b>						
41	0905-0101000A	REMOVE AND REINSTALL EXISTING SIGNS	LS	1		
42	0920-0100000A	SIGN SUPPORT FOOTINGS	LS	1		
43	0930-0117000A	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	LS	1		
44	0940-0201000J	SIGNS, STANDARD SHEETING, EXTRUDED ALUMINUM	SQFT	28		
<b>RIGHT-OF-WAY DEVELOPMENT AND CONTROL</b>						
45	1012-0100000A	RAIN GARDEN FILTRATION FACILITY WITH UNDERDRAIN	LS	1		
46	1030-0102000E	SEEDING MOBILIZATION	EACH	2		
47	1030	EROSION CONTROL SEEDING	ACRE	0.25		
48	1030-0118000R	WATER QUALITY SEEDING	ACRE	0.05		
49	1040-0100000E	SOIL TESTING	EACH	1		
50	1040-0101000K	TOPSOIL	CUYD	130		
51	1050-J	5 FT. "NON-CLIMB HORSE FENCE"	FOOT	700		
52	1050-K	"4-RAIL POST & RAIL PRESSURE TREATED WOOD FENCE"	FOOT	380		
53	1050-L	"HD STEEL-PIPE LIVESTOCK GATE"	EACH	1		
54	1065	MONUMENT BOX	EACH	6		
55	1070-0100000E	SINGLE MAILBOX SUPPORTS	EACH	2		
56	1070-0101000E	MULTIPLE MAILBOX SUPPORTS	EACH	1		
57	1070-0102000E	MAILBOX CONCRETE COLLARS	EACH	3		

PROPOSED COST BID SCHEDULE \_\_\_\_\_  
(Numerically)

(INCLUDE EXTRA WORK)

PROPOSED COST BID SCHEDULE \_\_\_\_\_  
(Written in Words)

(INCLUDE EXTRA WORK)

COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_