DAN JOHNSON

DIRECTOR



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 8, 2024

BCC Agenda Date/Item:_____

Board of County Commissioners Clackamas County

Approval of a Public Improvement Contract with Eagle-Elsner, Inc., for the Haines Road Paving Project. Contract value is \$1,200,000. Funding is through HB2017 Road Funds. No County General Funds are involved.

Previous Board	08/06/2024: Request for consent				
Action/Review					
Performance	This project will provide s	This project will provide strong infrastructure and ensure safe communities by			
Clackamas	maintaining the County's	existing road infrastructur	e.		
Counsel Review	Yes	Procurement Review	Yes		
Contact Person	Jon Sparks	Contact Phone	503-650-3235		

EXECUTIVE SUMMARY: This contract is for the Haines Road Paving Project which will resurface approximately 1.8 miles of roads. This contract will resurface SE Haines Road between OR99E and SE 1st Avenue and SE Territorial Road between OR99E and SE Haines are both classified as rural local roads. This contract will include, but not be limited to: placing approximately, 5,900 tons of asphalt; 23,700 square yards of cold plane pavement removal; completing pavement repairs of varying depth, placing pavement markers and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on June 18, 2024. Bids were publicly opened on July 2, 2024. The County received four (4) bids: KNL Industries, Inc., \$1,268,706.00; Knife River Corporation – Northwest, \$1,343,102.25; Eagle-Elsner, Inc., \$1,200,000.00; and TFT Construction, Inc., \$1,218,641.60. After review of the bids, Eagle -Elsner, Inc., was determined to be the lowest responsive bidder.

RECOMMENDATION: Staff recommends that the Board approve this public improvement contract with Eagle-Elsner, Inc., for the Haines Road Paving Project.

Respectfully submitted,

Dan Johnson

Dan Johnson Director of Transportation & Development

For Filing Use Only	



Contract #9885

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

Project Name: # 2024-59 Haines Road Paving Project

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted, 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

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

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

2. Representatives.

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

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

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

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the

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

Project Executive: <u>Dick Eagle</u> shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

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

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

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP") SUBSTANTIAL COMPLETION DATE: August 30, 2024 FINAL COMPLETION DATE: December 31, 2024

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

5. Insurance Certificates and Required Performance and Payment Bonds.

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

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

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

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

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

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

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

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

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

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

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

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

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

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

6. Responsibility for Damages/Indemnity.

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

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

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

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this Contract. Any violation shall entitle 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; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. Confidential Information.

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

9. Counterparts.

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

10. Integration.

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

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

11. Liquidated Damages

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

11.1 \$880 per Calendar day past the Substantial Completion date, as set forth in section 00180.85 (b).

11.2 \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e), as set forth in 00180.85(c).

- 11.3 \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes, as set forth in 00180.85(d).
- 11.4 \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway, as set forth in 00180.85(e).

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

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

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

Signature Page Follows

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

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

Contractor CCB # 27112 Expiration Date: 4/2/2026 Oregon Business Registry # 135009-13 Entity Type: DBC

State of Formation: Oregon

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

Eagle-Elsner, Inc.

Clackamas County

Authorized Signature Date

Chair

Date

RICHARD EAGLE PRES. Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

07/23/2024

County Counsel

Date



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

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CLACKAMAS COUNTY NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2024-59 Haines Road Paving Project June 18, 2024

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Haines Road Paving Project** until **July 2, 2024, 3:00 PM,** Pacific Time, ("Bid Closing") at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address: <u>https://oregonbuys.gov/bso/view/login/login.xhtml</u>, Document No.S-C01010-00010760.

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

Submitting Proposals: Bid Locker

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

- A. Completed proposal documents must arrive electronically via Bid Locker located at <u>https://bidlocker.us/a/clackamascounty/BidLocker</u>.
- 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 <u>https://www.clackamas.us/how-to-bid-on-county-projects.</u>

Engineers Estimate: \$1,570,000.00

Contact Information

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

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

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

State Prevailing Wage

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

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

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

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



INSTRUCTIONS TO BIDDERS

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

Article 1. Scope of Work

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

Article 2. Examination of Site and Conditions

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

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

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

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

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

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

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

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

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

Article 4. Security to Be Furnished by Each Bidder

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

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

Article 5. Execution of Bid Bond

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

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

Article 6. Execution of the Bid Form

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

The Bid Form relates to Bids on a specific Project

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

Article 9. Bid Closing and Opening of Bids

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

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

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

Article 11. Withdrawal of Bid

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

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

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

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

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

Article 13. Recyclable Products

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

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

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

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

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

Article 15. Protest of Intent to Award

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

Article 16. Disclosure of First-Tier Subcontractors

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

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



SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: # 2024-59 Haines Road Paving Project

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

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

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

ZOOM LINKS. Join Zoom Meeting https://clackamascounty.zoom.us/j/84703379223

Meeting ID: 847 0337 9223

One tap mobile +17193594580,,84703379223# US +12532050468,,84703379223# US

Dial by your location • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 346 248 7799 US (Houston) +1 408 638 0968 US (San Jose)
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 876 9923 US (New York)
+1 646 931 3860 US

Meeting ID: 847 0337 9223

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

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

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

Bidders must perform Good Faith Effort (defined below) and submit Form 1 and Form 2 for the Bidders Bid to be considered responsive. Form 1 and Form 2 must be submitted within two (2) hours after the Closing Date and Time. Form 1 and Form 2 may be submitted to either the Contact Information Analyst listed on Notice of Contract Opportunity or via the https://bidlocker.us/a/clackamascounty/BidLocker listing. "Good Faith Effort" is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

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

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

Prime Contractor Name: Eagle-Elsner, Inc.

Total Contract Amount: \$1,200,000.00

Project Name: #2024-59 Haines Road Paving Project

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

Paving		
Traffic Control - partial		
· · · · <u>- ·</u> ···	 	
······································	 	

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 within 2 hours of the BID/Quote Closing Date/Time.

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)		Division of Work List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	MBE/WB	ed or self-ro E/ESB Subc Teck Box WBE	. –
Name Address City/St/Zip Phone # OCCB#	High Quality Traffic Control 15400 Libby Lane SE Jefferson, OR 97352 (503) 949-8656 233615	Traffic Control - Flagging	\$60.00/hour as needed	Ø	Ø	Ø
Name Address City/St/Zip Phone # OCCB#	Hatch Western Co, Inc. PO Box 4070 Wilsonville, OR 97070-4070 (503) 563-6234 63338	Grinding	\$49,981			D
Name Address City/St/Zip Phone # OCCB#	Hicks Striping & Curbing, LLC PO Box 9127 Brooks, OR 97305 (503) 364-4577 240403	Striping	\$24,337		0	
Name Address City/St/Zip Phone # OCCB#						

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

Prime Contractor: EAGLE-ELSNER, INC -Project: # 2024-59 Haines Road Paving Project

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

NAME OF M/W/ESB	Divisions of Work (Painting, electrical,	Date Sollicitation	РНС	ONE CONTACT		BID ACTIVI Check Yes o			EJECTED BIDS received & not used)	
SUBCONTRACTOR	landscaping, etc.)	Letter / Fax Sent	Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	Notes
D&H Flagging INC	Traffic Control/ Flagging	Emailed 6/20/24	6/20/24	Matthew	TV Yes	IV Yes	T√Yes		Price was to expensive	Emailed Plans to D&H on 6/20/24
	Traffic		·		I No F√Yes	I No I√Yes	No Ves			
High Quality Traffic Control	Control/ Flagging	Ernailed 6/20/24	6/20/24	Shelly	IV Tes	I v res I No	No Yes		8	Emailed Plans to Shelly on 6/20/24
One Stop Flagging LLC	Traffic Control /	Emailed	6/20/24	Kimbodu	I √Yes	I√ Yes	T Yes			
	Flagging	6/20/24		Kimberty	□ No	No	IV No		Price was to expensive	Emailed Plans to Kim 6/20/24
Champion Parking Lot	Sweeping &		6/20/24	Kidane	T Yes	Yes	Yes		outputy is outcituy not	Spoke with Kidane and will not be
Maintenance	Striping		0/20/24	Nuane	I√ No	No No	No No		providing Striping quotes.	providing a quote.
DT Striping LLC	Striping	Emailed	6/20/24	Left Voicemail for	T' Yes	Ves	Ves			Emailed plans to Donnie on 6/20/24
	Curping	6/20/24	0/20/24	Donnie	No	TVN0	IV No			
JBL Signs, Striping &	Signs &	Emailed	6/20/24	Eric	T Yes	T Yes	Yes			Emailed the Estimating Department
Supplies	Striping	6/20/24	0/20/24		No No	N/No	No			plans on 6/20/24
					T Yes	T Yes	T Yes			
					∏ No	No	No			

Page 3 of 4



BID BOND

Project Name: # 2024-59 Haines Road Paving Project

We,	Eagle Elsner, Inc.	, as "Principal,"	
	(Name of Principal)		
and	Western Surety Company	, an _South Dakota	Corporation,
-	(Name of Surety)		

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

Ten Percent of Total Amount Bid---

dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2024-59) 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 ______ day of ______, 20_24__.

Principal:Eagle Elsner, Inc.	Surety: Western Su	arety Compa	iny	-0-
By:Signature	By: Attorney-In-Fact	u'SU.	ning	Winner
CORP. SECRETARY	Gloria Bruning			2000 11
Official Capacity		Name	7.07	
Attest: MARIN OLAN	PO Box 2808		3551	Chins Was
Corporation Secretary		Address		ommunited and
\mathcal{O}	Portland, OR 9720	08		
	City	State	Zip	
	503-224-2500		503-224-9830	
	Phone		Fax	_

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

State of South Dakota County of Minnehaha } ss

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

My commission expires

March 2, 2026

4

CERTIFICATE

M. Bent, Notary Public

Larry Kasten, Vice President

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

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

Form F4280-6-2023



BID FORM

PROJECT: # 2024-59 Haines Road Paving Project BID CLOSING: July 2, 2024, 3:00 PM, Pacific Time BID OPENING: July 2, 2024, 3:05 PM, Pacific Time

FROM:	EAGLE-ELSNER INC. Bidder's Name (must be full legal name, not ABN/DBA)	
	Bidder's Name (must be full legal name, not ABN/DBA)	
TO:	https://bidlocker.us/a/clackamascounty/BidLocker	
1.	Bidder is (check one of the following and insert information requested):	
	a. An individual; or	
	b. A partnership registered under the laws of the State of	; or
	X c. A corporation organized under the laws of the State of OREGON	; or

d. A limited liability corporation organized under the laws of the State of ;

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

One Million Two Andred Tharand Dollars (\$ 1,200,00000

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

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders • Supplemental Instructions to Bidders
- Bid Bond

- Bid Form
- Public Improvement Contract Form
- · Performance Bond and Payment Bond
- Prevailing Wage Rates
- Payroll and Certified Statement Form
- Plans, Specifications and Drawings

• ADDENDA numbered \bigotimes through \bigotimes , inclusive (fill in blanks)

The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work 2. 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.

The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special 4. Provisions for Haines Road Paving Project, Clackamas County Department of Transportation and

Development.

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

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

WESTERN SURETY

(name of surety company - not insurance agency)

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

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

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

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

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

11. Contractor's CCB registration number is <u>27112</u>. 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 <u>SAIF COKP</u>. Policy No. <u>810540</u>, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive: DICK EAGLE Project Manager: DAVE ELSNER, Job Superintendent: DAVE ELSNER, Project Engineer: BRENT WILLIAMS, Cell Phone: (971) 235 - 4577Cell Phone: (971) 235 - 4577Cell Phone: (971) 235 - 4577Cell Phone: (971) 235 - 4577, Cell Phone: (971) 235 - 7189.

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

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

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

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

NAME OF FIF	RM	EAGLE ELSNER, INC.
ADDRESS		P.O. BOX 23294
		TIGARD, OR 97281
TELEPHONE	NO	(503) (028-1137
EMAIL	bi	CKCEAGLE-ELSNER.COM
SIGNATURE	1)	Sole Individual
or	2)	Partner
or	3)	Authorized Officer or Employee of Corporation

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

Haines	laines Road Paving Project			Summer 2024				
ltem #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount		
TEMPOR	RARY FEA	TURES AND APPURTENANCES	.		•			
101	00180	WORKPLACE HARASSMENT PREVENTION PLAN	LS	1	1000=	10000		
102	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	LS	1	\$ 10,000.00			
103	00210	MOBILIZATION	LS	1	111.05700	111.0570		
104	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE TERRITORIAL RD	LS	1	10.000 00	10,000 00		
105	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE HAINES RD	LS	1	77.000 *2	77,000 2		
106	00222	TEMPORARY PROJECT INFORMATION SIGNS	SQFT	45	47=	211509		
107	00222	PORTABLE CHANGEABLE MESSAGE SIGNS	EACH	4	30000	12,000 00		
108	00225	TEMPORARY FLEXIABLE PAVEMENT MARKERS	EACH	5,860	325	19,095 =		
109	00225	TEMPORARY REMOVABLE TAPE	FOOT	277	402	1108=		
110	00280	EROSION CONTROL PLAN	LS	1	1000 ==	1000 ==		
111	00290	POLLUTION CONTROL PLAN	LS	1	100000	1 000 00		
TEMPOR	ARY FEAT	TURES AND APPURTENANCES-SUBTOTAL				45.325=		
11 8.3			SHE LULINA					
ROADW	ORK		<u> </u>					
112	00331	12 INCH SUBGRADE STABILIZATION	SQYD	2,070	3800	78.660 ==		
113	00480	DRAINAGE CURBS	FOOT	400	1200	4800=		
114	00490	INSTALL CAST IRON MONUMENT BOXES	EACH	3	600 2	1800 00		
			THE REAL PROPERTY.			85.260=		
BASES						a2,000-		
115	00620	COLD PLANE PAVEMENT REMOVAL, 0 - 2 INCHES DEEP	SQYD	1,300	1199	14300-		
116	00620	COLD PLANE PAVEMENT REMOVAL, 0 - 2 1/2 INCHES DEEP	SQYD	400	1500	6000=		
117	00620	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	SQYD	22,000	250	55,000 =		
118	00641	AGGREGATE SHOULDERS (1 1/2"-0)	TON	800	45 99	36,000 2		
119	00641	AGGREGATE APPROACH: AGGREGATE BASE	TON	80	8022	6400 9		

Haines	Road P	aving Project	Summe	er 2024		page 2 of 2
ltem #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
WEARIN	IG SURFA	CES		_ _		
120	00745	LEVEL 2, 1/2 INCH ACP, WITH FIBERS IN LEVELING	TON	30	16500	4950.00
121	00745	LEVEL 3, 1/2 INCH ACP	TON	5,000	85 **	425,000 =
122	00745	LEVEL 2, 1/2 INCH ACP, WITH FIBERS	TON	900	105=	94.500 00
123	00748	18 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SQYD	2,070	6000	124,200 =
124	00749	EXTRA FOR ASPHALT APPROACHES	EACH	56	385.≌	21.560=
125	00749	EXTRA FOR SPOT GRIND AND INLAYS	SQYD	4,200	1400	58800 =
WEARIN	IG SURFA	CES - SUBTOTAL				729,010 =
PERMA	NENT TRA	AFFIC SAFETY AND GIUIDENCE DEVICES				
126	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EACH	185	389	7030 ==
127	00866	DRIBBLE LINE, SPRAYED, SURFACE	FOOT	7,320	030	2196
128	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	FOOT	25,900	036	9324 =
129	00867	PAVEMENT BAR, TYPE B-HS	SQFT	277	150	415500
	NENT TRA	FFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL				22 705 =
'EKMAI						
ERMAI						CONTRACTOR OF

Total Price	One Million, Two Hundred Thousand	Dollars and
-	No	Cents
Name of Firm	EAGLE-ELSNER, INC.	
Name (Print)	KICHARD EAGLE	_
Signature _	Speland Eagle Pres	
	Y	Date

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM PROJECT: #2024-59 Haines Road Paving Project

BID OPENING: July 2, 2024, 3:00 PM, Pacific Time

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

INSTRUCTIONS:

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

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

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

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

1.	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
2.	Hicks Striping Curbing	24,337	Perement Markinss
3.	Hotch Western Company	49,981	Milling
4. 5. 6.			

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

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

Firm Name: EAGLE-ELSNER,	INC.
Bidder Signature:	Phone # (503) 628-1137



PERFORMANCE BOND

Bond No.: 30222571 Solicitation: #2024-59 Project Name: Haines Road Paving Project

Western Surety Company (Surety #1) (Surety #2)* * If using multiple sureties Bond Amount No. 1: Bond Amount No. 2:* Total Penal Sum of Bond: \$ 1,200,000.00 \$ \$ 1,200,000.00

We, <u>Eagle Elsner, Inc.</u> 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) <u>One Million Two Hundred Thousand & No/100---(\$1,200,000.00)</u> (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

Clackamas County Contract Form B-7 (6/2019)

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

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

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

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

Dated this ______ day of _____ July ____, 20_24 .

PRINCIPAL: Eagle Elsner, Inc. By: Signature esi da Official Capacity Attest Corporation Secretary

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

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Gloria Bruning

lame Do M.

PO Box 2808
Address
Portland, OR 97208
City State Zip
503-224-2500
Fax



Clackamas County Contract Form B-7 (6/2019)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN

State of South Dakota }
County of Minnehaha

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

My commission expires

March 2, 2026



M. BENT

M. Bent, Notary Public

Larry Kasten, Vice President

SURETY COMPANY

CERTIFICATE

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



WESTERN SUR	ETY COMPANY
2na	
J. Hel	son
	L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

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

Form F4280-6-2023



PAYMENT BOND

Bond No.: <u>30222571</u> Solicitation: #2024-59 Project Name: Haines Road Paving Project

Western Surety Company(Surety #1) (Surety #2)* * If using multiple sureties

Bond Amount No. 1: Bond Amount No. 2:* Total Penal Sum of Bond: \$ <u>1,200,000.00</u> \$ _____ \$ 1,200,000.00

We, <u>Eagle Elsner, Inc.</u>, 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) <u>One Million Two Hundred Thousand &</u> <u>No/100--(\$1,200,000.00)</u> (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

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

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

Dated this ______ day of _____ July _____, 20_24 .

PRINCIPAL: Eagle	Elsner, Inc.
By: Richard	Signature
Attest:	Official Capacity Corporation Secretary
SURETY: Western	
[Add signatures for ed	ach if using multiple bonds]
BY ATTORNEY-IN- [Power-of-Attorney m	FACT: ust accompany each bond]
Gloria Bruning	
1-22 m 5	Namerry
PO Box 2808	Signature ()
Portland, OR 97208	Address
City 503-224-2500	State Zip 503-224-9830
Phone	Fax
	10

1.1.18



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN

State of South Dakota County of Minnehaha

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

My commission expires

March 2, 2026

at he is a Vice President of
seal affixed to the said inst
his name thereto pursuant t
M. BENT
SEAL SOUTH DAKOTA SEAL
ON SUUTH DAKULA ON ST

M. Bent, Notary Public

Larry Kasten, Vice President

SURETY COMPANY

CERTIFICATE

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



WE	ESTER	N SUR	ΕTΥ	COM	PANY
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	\mathcal{O} .	Rel	am	2 Out	- Alexandre - A
		-	SLA.	Velson, Assist	ant Secretary
			323		

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

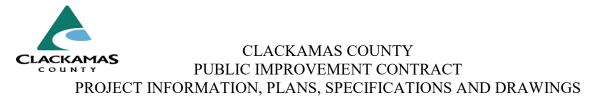
This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

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

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

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

Form F4280-6-2023



PROJECT: #2024-59 Haines Road Paving Project

Project Background:

The Haines Road Paving Project is an asphalt paving contract. This contract will resurface 1.8 miles of road.

This contract will resurface a SE Haines Road between OR99E and SE 1st Avenue with asphalt. SE Haines Road is classified as a rural local.

This contract will also resurface a portion of SE Territorial Road between OR99E and SE Haines Road with asphalt. SE Territorial Road is classified as a rural local.

This contract will include, but not be limited to: placing approximately, 5,900 tons of asphalt; 23,700 square yards of cold plane pavement removal; completing pavement repairs of varying depth, placing pavement markers and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Engineers Estimate: \$1,570,000.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed ("NTP") is issued Substantial Completion: August 30, 2024 Final Completion: December 31, 2024

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

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

SPECIAL PROVISIONS FOR HAINES ROAD PAVING PROJECT- CLACKAMAS COUNTY DEPARTMENT OF TRANSPORATION AND DEVELOPMENT, (72 PAGES)

Haines Mill Road Paving Project- Drawing Set, SHEET No. G-01-G-02, TC-1, C-01-C-13, RD1010, TM500, TM503, TM517, TM530, TM800, TM821, TM840-TM841, TM843, TM850, TM855, M150, D500 (30 Pages).

SPECIAL PROVISIONS

FOR

HAINES ROAD PAVING PROJECT

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CLACKAMAS COUNTY, OREGON



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

Worksite 1: S Haines Rd (OR 99E to SE 1st Ave) Worksite 2: SE Territorial Road (OR 99E to SE Haines Road)

Haines Road Paving Project CI-3-23314

Page 1 of 50 Special Provisions

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORATION AND DEVELOPMENT

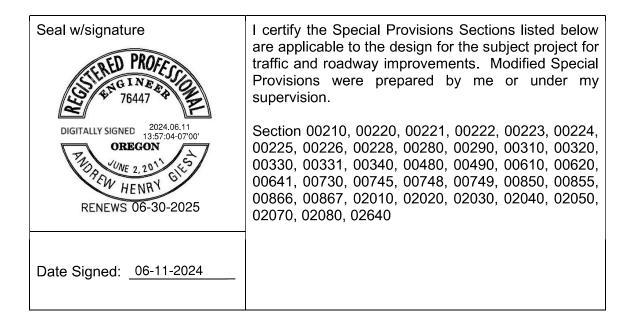
SPECIAL PROVISIONS

FOR

HAINES ROAD PAVING PROJECT CI-3-23314

CLACKAMAS COUNTY, OREGON

PROFESSIONAL OF RECORD CERTIFICATION(s):



SPECIAL PROVISIONS

WORK TO BE DONE

HAINES ROAD PAVING PROJECT, CLACKAMAS COUNTY, OREGON

The Haines Road Paving Project is an asphalt paving contract. This contract will resurface 1.8 miles of road.

This contract will resurface a portion of SE Territorial Road between OR99E and S Haines Road with asphalt. SE Territorial Road is classified as a minor arterial.

This contract will also resurface a S Haines Road between OR99E and SE 1st Avenue with asphalt. S Haines Road is classified as a collector.

This contract will include, but not be limited to: placing approximately, 5,900 tons of asphalt; 23,700 square yards of cold plane pavement removal; completing pavement repairs of varying depth, placing pavement markers and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The project estimate for this contract is \$1,570,000.

APPLICABLE SPECIFICATIONS

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

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

CLASS OF PROJECT

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

CLASS OF WORK

Asphalt Concrete Paving and Oiling (ACP) Pavement Markings (PAVE) Temporary Traffic Control (TTC)

Section 00110 – Organization, Conventions, Abbreviations and Definitions

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

00110.05(a) Grammer

Add the following bullet to the bullet list:

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

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

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

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

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

 Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website <u>https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8c69ee7334685</u>.

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

- American Traffic Safety Services Association (ATSSA)
 www.atssa.com
- BidExpress

www.bidx.com

- EquipmentWatch
 www.equipmentwatch.com
- ODOT Construction Section
 www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section Qualified Products List (QPL)
 www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors

www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

- ODOT Electronic Bidding Information Distribution System (eBids) (Also referred to as ODOT eBids website) ecm.odot.state.or.us/cf/EBIDS/
- ODOT Estimating www.oregon.gov/ODOT/Business/Pages/Steel.aspx
- Oregon Legislative Counsel www.oregonlegislature.gov/lc
- ODOT Procurement Office Conflict of Interest Guidelines and Disclosure Forms www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx
- ODOT Procurement Office Construction Contracts Unit Notice of Intent www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx
- ODOT Procurement Office Construction Contracts Unit prequalification forms
 www.oregon.gov/odot/business/procurement/pages/bid_award.aspx
- Oregon Secretary of State: State Archives
 sos.oregon.gov/archives/Pages/default.aspx
- ODOT Traffic Control Plans Unit www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
 www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx
- Canby Utility Board
 https://www.canbyutility.org/about-us/contact-us/

00110.10 Abbreviations

Add the following:

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

00110.20 Definitions-Add the following to this subsection:

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

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

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

Award – Same as "Notice to Intent to Award".

BCC - The Clackamas County Board of County Commissioners

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

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

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

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

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

Change Order - A price agreement for Extra Work, Changed Work, field directives or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed

upon, in writing, by the County Project Manager and the Contractor's designated representative.

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

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

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

Department – A subdivision of the Agency.

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

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

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

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

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

ODOT Procurement Office – Clackamas County Procurement Division.

Owner – Synonymous with Agency.

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

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

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

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

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

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

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

Add the following to the end of this subsection:

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

END OF SECTION

Section 00120 – Bidding Requirements and Procedures

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

00120.00 Prequalification of Bidders - Replace with the following:

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

00120.01 General Bidding Requirements – Replace with the following:

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

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

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

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

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

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

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

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

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

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

00120.40 Preparation of Bids – Replace with the following:

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

00120.45 Submittal of Bids - Replace with the following:

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

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

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

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

00120.68 Mistakes in Bids – Replace with the following:

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

00120.70 Rejection of Nonresponsive Bids – Replace with the following:

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

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

END OF SECTION

Section 00130 – Award and Execution of Contract

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

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Replace with the following:

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

00130.15 Right to Protest Award – Replace with the following:

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

00130.30 Contract Booklet – Add the following:

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

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

00130.40 Contract Submittals - Replace with the following:

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

00130.70 Release of Bid Guaranties – Replace with the following:

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

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

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

END OF SECTION

Section 00140 – Scope of Work

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

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

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

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

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

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

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

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

END OF SECTION

Section 00150 – Control of Work

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

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

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

00150.05 Cooperative Arrangements – Delete this subsection.

00150.10 Coordination of Contract Documents

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

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

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

Notes on a drawing shall take precedence over drawing details.

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

00150.15(a) General – Delete this subsection.

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

The Engineer will:

- Provide copies of plans and specifications.
- Perform measurements and calculations for pay quantities.

• Perform final "as constructed" measurements.

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

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

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

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

The locations, depth and description of existing utilities shown were compiled from available GIS mapping, records and/or field observations. The Engineer or Utility Companies do not guarantee the accuracy or the completeness of such locations. Additional utilities may exist in the project area.

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

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after Contract is awarded to verify all Utilities involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Coordinate Project construction with Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until

directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues;

• Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

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

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

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

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Information: The following organizations have utilities within the limits of the Project. Utility work is not anticipated beyond the adjustment work shown in the plans. Notify each utility, in writing, 14 Calendar Days before proposed pavement preservation work and coordinate adjustment work as necessary.

Utility	Contact Person's Name and Phone Number
1. Portland General Electric	Chris Quines chris.quines@pgn.com 503-522-8103
2. Northwest Natural Gas	Ryan Winfree Ryan.Winfree@nwnatural.com 503-610-7765
3. City of Canby Public Works	Spencer Polacks polacks@canbyoregon.gov 503-266-0759
4. Canby Telephone	Matt Allison Matt.allison@cbsoregon.com 503-592-2226

5. Astound Broadband

Thomas Harris thomas.harris@astound.com 503-318-9804

6. Canby Utility Board Jason Berning JBerning@canbyutiliity.org 971-563-1375

The following organizations 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 (times):

Utility

Estimated Completion Date (Time)

1. Canby Telephone Prior to Construction Matt Allison, OSP Engineering Supervisor -DirectLink/BCT <u>Matt.allison@cbsoregon.com</u> 503-592-2226

DirectLink, Canby Telephone, is currently working on a multi-year fiber optic overbuild within the project limits. All work is expected to be completed prior to construction.

Canby Telephone to provide manhole paving rings to allow for Contractor adjustment.

The Contractor shall notify Canby Telephone, in writing, 14 Calendar Days before proposed pavement overlay work. 14 Calendar Days after notice, the Contractor shall pick up manhole paving rings from Canby Telephone and install manhole paving rings during paving operations.

00150.70 Detrimental Operations – Add the following:

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

END OF SECTION

Section 00160 – Source of Materials

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

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

END OF SECTION

Section 00165 – Quality of Materials

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

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

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

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

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

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

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

END OF SECTION

Section 00170 – Legal Relations and Responsibilities

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

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

The County has performed advanced outreach with the ODOT District 2B Permits office for the Work and obtained an ODOT Permit, Permit number 2BM48382, for a traffic control detour plan. Contractor shall submit notice to work 48 hours prior to the start of work to ODOT.

The County has performed advanced outreach with the City of Canby permits office for the Work. A City of Canby Right of Way Permit to occupy any portion of City Streets (NE Territorial Road), including installing traffic control measures, and placing advance traffic control devices for a duration longer than 3 days. The Contractor shall coordinate, obtain and pay for City of Canby permits if necessary.

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

Add the following subsection:

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

00170.70 Insurance - Replace with the following:

00170.70 Insurance - See Clackamas County Public Improvement Contract.

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

Add the following as Additional Insureds under the Contract:

Clackamas County and its officers, agents, and employees Clackamas County Board of Commissioners Consor North America, Inc. Oregon Department of Transportation

00170.72 Indemnity/Hold Harmless – Replace with the following:

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

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

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Consor North America, Inc.
- Oregon Department of Transportation

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

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

END OF SECTION

Section 00180 – Prosecution and Progress

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

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

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

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

00180.21(a) Subcontracting - Add the following to the end of this subsection: All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform. The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

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

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

00180.40(b) On-Site Work – Add the following bulleted item:

- Conduct a Traffic Control Meeting per Section 00221.08;
- An approved Subgrade Protection Plan per Section 00610.44;

Add the following paragraph to the end of the subsection:

The Contractor shall not begin On-Site Work before June 17, 2023, unless approved by the Engineer.

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
On-Site Work	00180.40(b)
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
Noise Control	00290.32
Maintenance Under Traffic	00620.43

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.

<u>The Contractor shall notify the County 2 weeks before the first substantial work</u> <u>activity commences on the project site.</u> Project Information Signs and Portable <u>Changeable Message Signs shall be in place 2 weeks before the first substantial</u> <u>work activity commences on the project site.</u>

00180.42 Preconstruction Conference - Add the following:

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

Submit the following during the preconstruction conference unless otherwise directed:

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

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

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

Contractor. Failure to meet these time constraints or abandonment shall subject the contractor to the full amount of Liquidated Damages as detailed in Section 00180.50 of these Special Provisions.

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

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract not later than August 30, 2024.

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

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

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

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$880 per Calendar Day *.

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

Add the following subsection:

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

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

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated

damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

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

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

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

Add the following subsection:

00180.85(e) Installation of Driveways – Not completing driveways in a time specified will be an inconvenience to the property owner and will be a cost to the Agency. It is impractical to determine the actual damages the Agency will sustain in the event a driveway connection isn't constructed in 30 calendar days after mainline paving was completed in front of a driveway. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway.

00180.88 Workplace Harassment Prevention Plan – Add the following subsection:

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

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

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

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

Add the following subsection:

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

Add the following subsection:

00180.95 Payment – Payment for workplace harassment prevention plan will be for at the Contract lump sum amount for the item "Workplace Harassment Prevention Plan".

Payment will be in full for developing and implementing the plan during construction of the project, in-person training, developing meaningful policies, and investigating incidents.

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

• Has liquidated and delinquent debt owed to the State or any department or Agency of the County,

END OF SECTION

Section 00190 – Measurement of Pay Quantities

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

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

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

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

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

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

• Furnish a legible, serially numbered weigh memo for each load of Materials to the

Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:

- Capable of recording and securely retaining the same required "weigh memo" information identified above. For retention see 00170.07(c).
- Fully integrated with the provided weigh scale system.
- Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
- Designed to allow the Engineer remote access to all the weigh memo data in realtime and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

00190.20(g) Agency-Provided Weigh Technician: Replace subsection (g) with the following:

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

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

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

END OF SECTION

Section 00195 – Payment

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

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

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

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

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

00195.20(b) Significant Changed Work - Replace the paragraph that begins "Any such adjustments..." with the following paragraph:

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

Significant is defined as:

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

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

00195.50 Progress Payments and Retained Amounts - Modify as follows:

00195.50(a) Progress Payments - Modify as follows:

(1) **Progress Estimates** - Replace the first sentence with the following: At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

(2) Value of Material on Hand - Replace with the following:

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

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

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

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

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

Forms of acceptable retainage are set forth below in Subsections (1) through (3). "Cash, Alternate A" or "Cash, Alternate B" (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) "Cash, Alternate B (No Interest

Earned). If the Agency incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the Agency may recover such costs from the Contractor by a reduction of the final payment.

Replace paragraph (2) with the following:

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

00195.50(d) Release of Retainage – Replace with the following:

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

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

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

END OF SECTION

Section 00196 – Payment for Extra Work

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

00196.91 Extra Work Allowance – Add the following section:

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

END OF SECTION

Section 00197 – Payment for Force Account Work

Comply with Section 00197 of the Standard Specifications.

END OF SECTION

Section 00199 – Disagreements, Protests and Claims

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

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

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

END OF SECTION

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 bullet to the end of the bullet list:

- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider at 500 foot spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing.
- Provide and maintain access to garbage containers and garbage pick-up, mail and other regularly scheduled deliveries. Coordinate with school districts and with public transit to minimize impacts and delays for any school and public bus routes. Coordinate Work with delivery schedules for business located on SE Territorial Road, S Haines Road, and SE 1st Avenue.
- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.

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

• Where existing sidewalks are not present, provide a pedestrian accessible route on existing paved roadway surfaces through or around the work zone.

Add the following subsection:

00220.03(c) Work Zone Notifications - The County will provide an electronic door-hanger template for the Contractor to add schedule information. The Contractor shall provide and deliver door-hanger notifications to properties surrounding the street to be paved. The County will provide a map showing the specific properties where door hangers are to be hung. Door-hangers shall be marked with the dates and times that the street and/or its traffic would be significantly affected. Door-hangers shall be delivered 72 hours before traffic would be significantly impacted on that street. In the event of a significant schedule change, door-hangers shall be redelivered with the revised work dates/times 24 hours before significant street impacts. Work may be suspended if timely notification has not been provided.

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

Traffic Lanes may be closed on S Haines Rd and SE Territorial Rd when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

Single Lane Closures – One Traffic Lane may be closed during the following times:

- Daily, Monday through Friday, between 7:00 a.m. and 6:00 p.m.
- Times identified in the ODOT Permit to Occupy or Permform Operations Upon a State Highway obtained by the Contractor.

Add the following subsection:

00220.40(f) Limited Duration Road Closure

 The Contractor will be permitted to close all Traffic Lanes on SE Territorial Road between OR99E and S Haines Road for periods not to exceed 5 days in duration during pavement rehabilitation Work, as long as a road closure plan and detour plan has been approved by the Engineer and fully implemented. Local access shall be maintained into the work zone from the S Haines Road and SE Territorial Road intersection.

00220.60(a)(1) Contractor Responsibility - Add the following bulleted items to the end of this subsection:

• Keep surfaces being used by bicycles and pedestrians free of all dirt, mud, gravel and other harmful materials. Surfaces include bike paths, bike lanes, roadway shoulders or the outside 4 feet of the roadway.

• Vacuum sweep loose aggregate, soil and other materials on the roadway out of the travel ways at the end of each day. Swept materials shall be removed by broom, or other means to prevent pollution of the storm sewer system or receiving streams.

END OF SECTION

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

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

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

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

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

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

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

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

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

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

00221.98 Payment, Method "B" – Lump Sum Basis – Replace this subsection except for the heading and title with the following:

Work zone traffic control will be paid for at the Contract lump sum amounts for the items "Temporary Work Zone Traffic Control, Complete for _____" where the name of the street(s) or location will be inserted in the blank.

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

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

END OF SECTION

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

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

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

at each driveway approach and intersecting side street within the limits of the pilot car operation.

• In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the "WAIT FOR PILOT CAR" signs.

00222.90 Payment - Add the following pay items:

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

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

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

END OF SECTION

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

END OF SECTION

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

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

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

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

END OF SECTION

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

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

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

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

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

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

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

END OF SECTION

SECTION 00226 - TEMPORARY ROADSIDE BARRIERS AND IMPACT ATTENUATORS

Comply with Section 00226 of the Standard Specifications.

END OF SECTION

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.

END OF SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

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

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

00280.03 Standards - Replace this subsection, except for the subsection number and title, with the following:

When designing, applying, installing, maintaining, inspecting, and removing erosion and sediment control devices, use the version in effect on the date the Project is advertised, of the Clackamas Water Environment Services *Erosion Prevention and Sediment Control Planning and Design Manual.*

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

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

Inspect the Project Site and all ESC devices for potential erosion or sediment movement on a weekly basis and when 1/2 inch or more of rainfall occurs within a 24-hour period, including weekends and holidays.

If a significant noncompliance or serious water quality issue occurs that could endanger health or the environment, verbally report it to the Engineer within 24 hours.

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

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

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

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

END OF SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.32 Noise Control - Replace the first bullet paragraph with the following:

- Do not perform construction within 1,000 feet of an occupied dwelling between the hours of 10:00 pm and 7:00 am, Monday through Friday, without the approval of the Engineer. No work is allowed on the weekend without the approval of the Engineer.
- Delete the paragraph that begins "A Pollution Control Plan"

END OF SECTION

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

END SECTION

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

END SECTION

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications.

END SECTION

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

END SECTION

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

END SECTION

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications, modified as follows:

00480.90 Payment – Add the following to the end of this subsection:

Install drainage curbs as shown or as directed by the Inspector to assist in conveying surface drainage. No separate or additional payment will be made for removal of existing asphalt drainage curbs, as required.

END SECTION

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.01 Descriptive Terms – Supplement the definition of adjust with the following:

Adjusting structures (manhole rims, valves, boxes, and catch basins) shall also include hand removal of existing asphalt pavement around the structure as required to overlay or inlay the proposed pavement section. Adjusting inlets shall also include additional work associated with maintaining or revising the finish grade surrounding the catch basins to maintain or provide positive drainage.

00490.48 Adjusting Boxes, Cleanout Lids and Similar Structures – Add the following to the end of this subsection:

A pre-construction monument survey was performed by the Engineer's surveyor prior to construction. Multiple survey monuments may be present throughout the project areas, located outside monument boxes. The Contractor shall protect all monuments from damage to the maximum extent feasible and install new boxes, where shown in the Plans. Including installing new monument boxes over existing monument pins located within the roadway that do not have an existing box. The Contractor shall be responsible for installing monument boxes at the exact horizontal location of any monument that has been disturbed. The Engineer's surveyor will reset the vertical location of monuments that are disturbed after construction. Coordination with the Engineer's surveyor and protection of existing monuments shall be incidental to other work under this project.

The Contractor may encounter cases where a utility facility (such as a valve box) has been adjusted by the utility owner and cold mix has been placed around the facility. The Contractor shall remove and dispose of this cold mix, replace it with asphalt concrete pavement, and hand-compact it in advance of the pavement Work.

Water and gas valve access lids shall only be adjusted by raising the top section of the existing valve can.

00490.80 Measurement – Add the following to this subsection:

No measurement shall be made for adjusting structures or boxes owned by utility providers. All work associated with installing grade adjustment rings provided by others or raising boxes to finish grade during paving operations which are not owned by Clackamas County will be considered incidental to other bid items including coordination with utility owners.

00490.90 Payment: Add the following:

Add the following pay items to the pay item list:

Pay Item

Unit of Measurement

(j) Install Cast Iron Monument Boxes.....Each

Add the following to the end of this subsection:

Item (i) includes furnishing installing a new monument box over an existing monument to complete the work as approved by the Engineer. Coordination with the Engineer's surveyor and protection of existing monuments shall be incidental to other bid items and will not be paid separately under this bid item.

END SECTION

SECTION 00610 - RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications modified as follows:

Add the following section:

00610.44 Protect Existing Subgrade – The Contractor shall protect the existing roadway base and subgrade from damage following asphalt cold plane pavement removal. Protection will include limiting all construction activities that could damage either exposed or aggregate base covered subgrade such as continued loading with construction equipment as part of haul routes for other work, continued loading during periods with inclement weather or as part of hauling operations that could compromise subgrade soils and all other activities within control of the Contractor. The Contractor shall protect subgrades from excessive moisture after pavement removal. Preventative measures shall be utilized to protect the subgrade during forecasted precipitation. Any damage to the subgrade as a result of the Contractors negligence shall be repaired at the Contractors expense.

The Contractor shall prepare and submit a subgrade protection plan that identifies the Contractors intended means and methods of removing existing surfaces, constructing new base or subgrade surfaces as prescribed in the Contract Documents, and protecting the existing subgrade from potential damage by the Contractors operations or outside factors such as weather. The Contractor shall be responsible to phase all work that places construction loads directly on the existing subgrade and select equipment sizes and classes in an effort to minimize potential overloading of the existing subgrade. If the Contractor's plan includes running haul equipment on exposed subgrades or aggregate covered subgrades, the haul equipment shall be limited to half of the maximum legal load.

00610.80 Measurement – Replace this subsection, except for the number and title, with the following:

No Measurement of quantities will be made for Work that is required to be done under these Specifications.

00610.90 Payment – Replace this subsection, except for the number and title, with the following:

No Separate or additional payment will be made for Work that is required to be done under these Specifications.

END SECTION

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

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

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

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

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

Traffic is allow to drive on milled surface for up to 2 calendar days on S Haines Road.

Through traffic is not allowed on the cold planed surface (local access only) for SE Territorial Road. Before opening the area to traffic, pave the surface according to 00745.51.

Prior to overlay paving or after the initial cold planing is completed through an area, the Engineer will examine the pavement surface and delineate areas requiring localized spot grinding by the Contractor. For areas that require additional structural repairs, see Section 00748.

00620.80 Measurement – Add the following to the end of this section:

Areas marked in the field by the Engineer as requiring additional spot grinding prior to mainline overlay paving or additional grinding after the initial cold planning operations for mainline inlay paving will be measured under the bid item for "Extra for Spot Grind and Inlay Areas". For areas that require additional structural repairs, see Section 00748.

00620.90 Payment – Add the following to the end of this section:

Payment will only be made for those areas shown or as directed by the Engineer.

Payment will be made for "Extra for Spot Grind and Inlay Areas" as shown or as directed by the Engineer. Payment will be payment in full for all extra or additional costs involved in cold plane pavement removal and in placing asphalt concrete as specified. These costs are in addition to those which are included in the payment for cold plane pavement removal and asphalt concrete incorporated into the spot grind and inlay areas.

No additional measurement or payment will be made for saw cutting vertical edges at milled joints.

END SECTION

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications.

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

Shoulder aggregate shall be $1 \frac{1}{2}$ "-0. Aggregate approach shall be $\frac{3}{4}$ "-0.

00641.22 Spreading Equipment – Add the following to the end of this subsection: All shoulder rock shall be placed using a heavy-duty self-propelled road widener capable of widening from 1' to 14' in a single pass. Discharge of the speed of the aggregate is controlled from a conveyor speed lever on the operator's console.

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

Pay Item

Unit of Measurement

h) Aggregate Approach: Aggregate Base......Ton

Add the following to the end of this subsection:

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

Item (h) includes aggregate sections constructed as part of driveway approach transitions and the additional Work required to construct aggregate driveway transitions. No separate or additional payment will be made for:

- removal of existing surfaces
- reconditioning existing surfaces
- furnishing and placing aggregate bases

END SECTION

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".

00730.22 Asphalt Distributor – Add the following to the end of this subsection:

Apply emulsified asphalt material to vertical surfaces (curb faces, catch basin faces, butt joints, etc.). Avoid excess tack coat overspray being applied to vertical surfaces. Shields protecting vertical faces shall be provided and used during tacking operations. All overspray shall be promptly removed.

00730.44 Applying Tack Coat – Replace the sentence beginning with "Apply the emulsified asphalt..." with the following sentence:

Apply the emulsified asphalt to the prepared surface at a rate between 0.08 and 0.20 gallons per square yard as directed and with the emulsified asphalt temperature between 140 °F and 185 °F as recommend by the manufacture. Additional application of tack may be required, as directed by the Inspector, to obtain the necessary residual asphalt.

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.

END SECTION

SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE

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

00745.00 Scope - Add the following paragraph(s) to the end of this subsection:

Where shown, Work shall include furnishing all materials, labor, and incidentals for mixing aramid fibers into ACP, when aramid fiber is required as a mixture ingredient. The fiber reinforced HMAC will be subject to all requirements for ACP in Section 00745, except as modified in this Section.

00745.02 Definitions – Insert the following in alphabetical order:

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

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

Add the following subsection:

00745.15 Reinforcement Fiber Blend - Provide a reinforcing fiber blend of Virgin Polyolefins and Virgin Aramids conforming to the minimum requirements below. Design JMF without the reinforcing fibers. Do not alter the final mix design for the addition of fiber at the asphalt plant. Certified reinforcing fiber test data for the fibers to be used on the project shall be submitted at the time of the JMF submittal.

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

Submit the following:

a. Provide a representative fiber product sample.

b. Provide a fiber product data sheet and certification from the manufacturer that the fiber product supplied meets the requirements of this specification.

c. Manufacturer's instructions and general recommendations.

d. Provide the following from the product supplier at least three weeks prior to HMA production.

- Identify the mixing plant.
- The supplier's specified mix rate for the fiber product.
- Evidence showing how many times, if any, the supplier's fiber product has been successfully produced at the asphalt plant to be used for the project.
- Process for introducing the fiber product to the mix.

Add the following subsection:

00745.25 Fiber Storage, Mixing and Mix Production - Store, mix and produce the fiber reinforced ACP mixture in accordance with the following requirements:

1. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.

2. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.

3. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.

4. Add aramid and polyolefin reinforcing fiber blends at a dosage rate of one (1) pound fiber per one (1) ton of asphalt. Non-aramid fiber blends, aramid fiber blends with dosages less than 1 pound per ton, or fiber ton equivalents will not be accepted.

5. Have a fiber manufacturer's representative on site during mixing and production.

6. Batch Plant - When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.

7. Drum Plant:

a. Inject fibers through the RAP collar manually or by feeding them with a metered air blown system to promote rapid and complete fiber dispersion. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber bundles at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.

b. Add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within $\pm 10\%$ of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the air blown system:

- Low level indicators
- No-flow indicators
- A printout of feed rate status in pounds/minute

• A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.

• Manufacturer's representative's approval of fiber addition system

Add the following subsection:

00745.26 Reinforcement Fiber Quality Control - Provide reinforcement fiber quality control according to the following:

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

Add the following subsection:

00745.27 Trucks – Do not use vehicles or transfers with rear drop axles in which raising the drop axle would cause the vehicle to exceed legal load limits.

00745.30 Quality Control Personnel - Add the following to the end of the subsection:

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

00745.42 Preparation of Underlying Surfaces - Add the following subsections:

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

NOTE: The Contractor is responsible for street sweeping. Special attention will be given to organic materials in cracks and the removal of all materials on the edge of the existing pavement. The Contractor shall use vacuum sweepers that are self-propelled equipped with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface and collecting the material by vacuum device. All work required in the cleaning and preparing the work site as described above and payment for this item shall be considered incidental to and included in the unit price for asphalt concrete material, and no additional compensation shall apply.

b) Leveling Courses - Existing pavements have occasional surface irregularities and uneven crown section. In these worst cases, it is the intent that this condition be corrected through the means of application of an asphalt concrete leveling course prior to the placing of the uniform 2 inch wearing course overlay. In leveling irregular surfaces, the presence of low areas and the surface grade to which the final course is to be placed may require the asphalt mixture to be laid in two or more layers in which case the compacted thickness of any one layer shall not exceed 2 and onehalf (2 1/2) inches.

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

Asphalt concrete mixture to achieve the necessary pre-leveling work will be paid at the contract unit price per ton.

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

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

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

00745.47(b) Drop-Offs - Replace the bullet that begins "Provide warning signs and markings..." with the following bullet:

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

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

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

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

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

Add the following subsection:

00745.51 Opening Sections to Traffic - Schedule Work so that, during the same shift, the surfaces being paved are paved full width and length through the top Base Course before opening to traffic. Traffic will be allowed on the top Base Course up to two Calendar Days.

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

00745.76 Sand Seal - Add the following subsection:

All joints between asphalt concrete pavement, Portland Cement Concrete, old surfaces, curbs, gutters, inlet structures, manholes, etc. shall be sealed by an application of CSS-1 emulsified asphalt followed immediately by a cover coat of clean sand. Width of joint seal coat shall be no less than four inches and no more than six inches.

00745.77 Cleanup - Clean and remove all excess asphalt, debris and tack from all facilities including but not limited to manhole covers, valve boxes, catch basins, concrete gutter and curb faces.

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

00745.78 Finish Surfaces - Add the following subsection:

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

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

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of Aggregates having a specific gravity of 2.80.

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

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

00745.90 Payment - Replace the bullet that begins "The words "in Leveling"..." with the following bullet:

• The words "with Fibers" will be inserted in the third blank when applicable.

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

No separate or additional payment will be made for:

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

00745.95 Price Adjustments - Replace this subsection with the following:

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

END SECTION

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

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

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

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

00748.80 Measurement – Supplement this section with the following:

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

00748.90 Payment – Add the following:

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

END SECTION

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

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

00749.03 Definitions:

Spot Grind and Inlay Areas - Spot grind and inlay areas are pavement areas that require localized cold plan pavement removal and ACP inlay to address existing pavement deficiencies following initial mainline cold plane pavement removal and sweeping operations. The Engineer shall determine the location of spot grind and inlay areas.

00749.90 Payment – Replace the paragraph that begins "Aggregate will be paid...", with the following paragraph:

When aggregate base is not included as a separate Pay Item, no separate or additional payment will be made for aggregate base.

00749.91 Method "A" – Weight and Extras Basis – Add the following pay items to the pay item list:

Pay Item

Measurement

j) Extra for Spot Grind and Inlays......Square Yard

Item (j) includes spot grind and inlay areas as shown or as directed by the Engineer. This Work shall be performed after initial mainline cold plane pavement removal and sweeping operations. Areas will be based on a typical grinder width (7-foot minimum pay limit width). Asphalt concrete pavement and cold plane pavement removal will be measured and paid for separately.

END SECTION

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

Add the following subsection:

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

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

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

END SECTION

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

END SECTION

SECTION 00866 - LONGITUDINAL PAVEMENT MARKINGS - HIGH PERFORMANCE

Comply with Section 00866 of the Standard Specifications, modified as follows.

00866.44 Alignment Layout – Add the following subsection:

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

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

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

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

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

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

Pay Item

Unit of Measurement

Method 2 (Sprayed)

- (a) Hi-Build Paint, 25 Mil, Sprayed, _____ Foot
- (b) Dribble Line, Sprayed, _____ Foot

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

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

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

END SECTION

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

END SECTION

SECTION 02010 – Portland Cement

Comply with Section 02010 of the Standard Specifications.

END SECTION

SECTION 02020 - WATER

Comply with Section 02020 of the Standard Specifications.

END SECTION

SECTION 02030 – Supplementary Cementitious Materials

Comply with Section 02030 of the Standard Specifications.

END SECTION

SECTION 02040 – Chemical Admixtures

Comply with Section 02040 of the Standard Specifications.

END SECTION

SECTION 02050 – Curing Materials

Comply with Section 02050 of the Standard Specifications.

Haines Road Paving Project CI-3-23314

END SECTION SECTION 02070 – Bonding Agents

Comply with Section 02070 of the Standard Specifications.

END SECTION

SECTION 02080 – Grout

Comply with Section 02080 of the Standard Specifications.

END SECTION

SECTION 02640 - SHOULDER AGGREGATE

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

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

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

END SECTION

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CALL BEFORE YOU DIG 1-800-332-2344 COMMENTS (FOR ODOT USE ONLY)

At the time of lane and/or complete roadway closure and again when the lane and/or complete roadway is opened on a state highway the Applicant or their Contractor is required to notify ODOT Traffic Management Operations Center (TMOC) 503-283-5859. If during the course of their permitted work the Applicant or their Contractor come across personal property in their work zone they need to contact their permit specialist. The personal property may not be removed by the Applicant or their Contractor. ODOT is not responsible to collect and/or dispose of sharps or biohazard material found within project limits.

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE		Project Manager	DATE 05/01/2024
APPLICANT SIGNATURE	APPLICATION DATE	TITLE	TELEPHONE NO.
When this application is approved by the Department, the application		DISTRICT MANAGER OR REPRESENTATIVE	APPROVAL DATE
approves the terms and provisions contained and attached: and Rules, Chapter 734, Division 55, which is by this reference mad		X Bryce Haworth	5/13/24
734-3457 (2/2021)		0	



GENERAL PROVISIONS FOR POLELINE, PIPELINE, BURIED CABLE, AND MISCELLANEOUS PERMITS

Revised April 2022

APPLICANT: Clackamas County DTD (Jon Sparks)	PERMIT NO.:2BM48382
HIGHWAY: OR-99E (81) Haines	MP: 18.50-20.30

These permit provisions are in addition to the requirements described in Oregon Administrative Rule, Chapter 734, Division 55 and may be supplemented by permit special provisions. In the event of a conflict, the Administrative Rule will apply then these provisions followed by any permit special provisions. Unless otherwise specified, all documents referenced are references to the current version, with any revisions or supplements, in place when the work is conducted.

All checked (\boxtimes) provisions apply.

WORKSITE

- 1. Access control fence must be maintained during permitted work and restored to its original or better condition after permitted work is complete.
- 2. The Applicant shall not use state highway right of way to display advertising signs or to display or sell merchandise of any kind.
- 3. The stopping and parking of vehicles upon state highway right of way for the maintenance of adjoining property or in furtherance of any business transaction or commercial establishment is prohibited.
- 4. All grass and small brush within the work area shall be rotary or flail mowed to ground level prior to the beginning of work to facilitate clean up.
- 5. Disturbed areas shall be reseeded with grass native to the area in an appropriate seeding time.
- 6. The spreading of mud or debris upon any state highway is prohibited and violation shall be cause for immediate cancellation of the permit. Clean up shall be at the Applicant's expense. The highway shall be cleaned of all dirt and debris at the end of each work day, or more frequently as directed by the District Manager or representative.
- 7. Applicant shall replace any landscape vegetation or fences that are damaged or destroyed. Any damage that is not fully restored within 30 days may be replaced by ODOT at the expense of the Applicant. A "plant establishment" shall be understood to be part of the planting work to assure satisfactory growth of planted materials. The plant establishment period will begin when the original planting has been completed and approved. The length of the establishment period will be one calendar year or as defined in the permit Special Provisions.
- 8. Applicant shall install and maintain the landscaped area as shown on the attached drawings. Plantings shall be limited to non-invasive, low-growing shrubs, grass or flowers that do not attain sufficient height to obstruct clear vision in any direction. ODOT may remove plantings without liability or loss, injury, or damage of any nature whatsoever if in the future it is determined to be in the public interest to do so.

TRAFFIC

- 9. The work area shall be protected in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), and the Oregon Temporary Traffic Control Handbook as supplemented or amended by ODOT.
- In the traffic control plan may be reviewed by ODOT before work begins. The ODOT review does not relieve the Applicant of responsibility for the accuracy of the traffic control plan.
- 11. For permitted utility work, the Applicant shall take measures necessary to maintain the accessibility of the state highway including sidewalks and pedestrian areas by individuals with disabilities to the ODOT

Americans with Disability Act (ADA) standard during the course of the work by following the Oregon Temporary Traffic Control Handbook, Section 1.6.

- 12. When constructing a new utility service line, Applicant shall ensure that advance notice of any temporary pedestrian route is provided in an accessible format to the public, people with disabilities, and disability organizations to the greatest extent possible. The Notice is to be sent to the organizations on the contact list of Centers for Independent Living at https://www.oregon.gov/odot/Engineering/DOCS_ADA/AOCIL-Contacts.pdf
- 13. All damaged or removed highway signs shall be replaced by the Applicant. Installation shall be according to MUTCD and ODOT standards, and shall be completed as soon as possible but no later than the end of the work shift.
- 14. No lane restrictions are permitted on the roadway during the hours of darkness, on weekends, or between 6:00 AM and 9:00 AM, or 3:00 PM and 6:00 PM (Monday through Friday) without prior approval by ODOT.
- 15. Hours of work shall be Duration of project

DRAINAGE

- 16. On-site storm drainage shall be controlled within the permitted property. No blind connections to existing state facilities are allowed.
- 17. Excavation shall not be done on ditch slopes. Trench excavation shall either be at ditch bottom or outside ditch area. (Minimum depth at bottom of ditch shall be 36 inches; minimum depth outside of ditch shall be 42 inches).
- 18. Only earth or rock shall be used as fill material and shall slope so as not to change or adversely affect existing drainage. Fine grade and seed the finished fill with native grasses to prevent erosion.
- 19. A storm drainage study stamped by an Oregon Registered Professional Engineer (PE) is required. The study must meet standards of the National Pollution Discharge Elimination Systems (NPDES) when any of the following conditions apply:
 - whenever a four inch pipe is inadequate to serve the developed area,
 - development site is one acre or larger in size and directly or indirectly affects state facilities, or
 - as directed by the District Manager or representative.
- 20. Applicant shall provide on-site retention for storm water runoff that exceeds that of the undeveloped site.
- 21. All water discharged to an ODOT drainage system must be treated prior to discharge. All requests for connection to an ODOT storm system must meet any requirements of the National Pollutant Discharge Elimination System (NPDES). This may include local jurisdiction approval of on-site water quality treatment facilities and/or development of an operation and maintenance plan for any on-site water quality treatment facility, as determined by local jurisdiction.

EXCAVATION / CONSTRUCTION

- 22. "Oregon Standard Specifications for Construction" and ODOT "Standard Drawings" where applicable and not otherwise superseded by the permit, shall be incorporated for use in the permit; <u>https://www.oregon.gov/odot/engineering/pages/index.aspx</u>. These documents apply only to the extent they provide standards and performance requirements for work to be performed under the permit. In the event of a conflict, the permit provisions will take precedent.
- 23. Trench backfill shall be according to the attached typical drawing, marked as Exhibit A.
- 24. When open cutting of the highway is allowed, all excavation in paved areas shall be backfilled and the roadway surface patched before the end of each shift.
- 25. Steel plates shall be pinned and a temporary cold patch applied to the edges. The Applicant shall be responsible for monitoring and maintenance of temporary patching and steel plating.
- 26. Compaction tests shall be required for each open cut per Oregon Standard Specifications for Construction. Compaction tests shall be conducted once for every 300 lineal feet per lift of continuous trench according to the Manual of Field Test Procedures (MFTP), published by ODOT. Percent Compaction shall be at least 95%. Results of compaction test shall be provided upon request of the District Manager or representative at Applicants' expense.

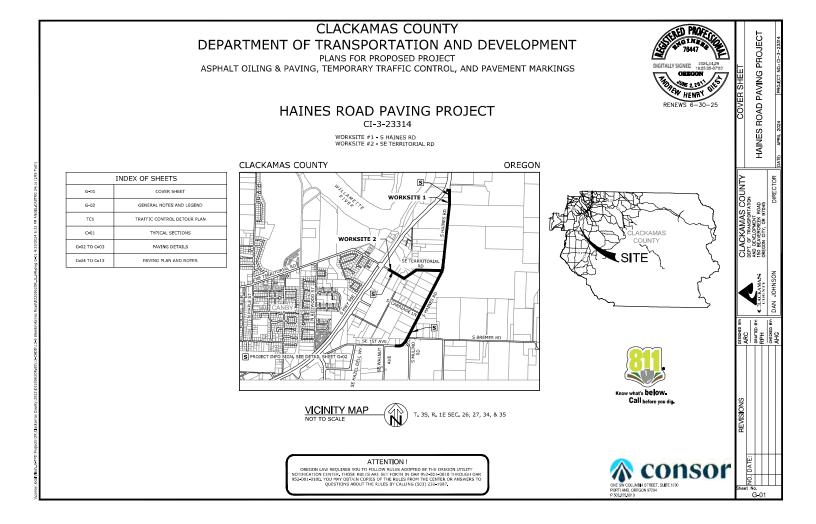
- 27. Control Density Fill (CDF) shall be used as surface backfill material in place of crushed rock in open trenches that impact the travel portions of the highway. A ¾"-0, or 1"-0 rock will be used for the aggregate. The amount of cement used shall not exceed 3.0% of the total mixture's weight. Maximum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

MISCELLANEOUS

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

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

Applicant Representative's Signature:	Applicant Representative's Title: Consof Prosect MANAGEL	Date: 5/9/2024



NO. DATE:

\land consor

GENERAL NOTES:

- INSTALL THREE SETS (2 SIGNS PER SET) OF TEMPORARY PROJECT SIGNS PRIOR TO COMMENCING WITH WORK, MOUNT PAVING AND PROJECT NOTIFICATION SIGNS TO TEMPORARY SIGN SUPPORTS PER ODOT STD DWG TM822 OR TM822. UNSTALL AT LOCATIONS SHOWN ON SHEET G-1. COCORDINATE FIRAL LOCATION WITH INSPECTOR, SEE PROJECT SIGN DETAILS, THIS SHEET.
- VERTICAL DATUM AND BASIS OF BEARINGS:
- 1. ALL PLAN INFORMATION IS BASED ON CLACKAMAS COUNTY GIS DATA AND AERIAL PHOTOS, WHICH IS APPROXIMATE

RIGHT-OF-WAY REPRESENTATION:

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

PAVING NOTES:

з.

PRIOR TO PAVEMENT OVERLAY OR FOLLOWING INITIAL COLD PLAVE PAVEMENT REMOVAL OPERATIONS, THE INSPECTOR MAY DIRECT ADDITIONAL RESTORATIONS AS INCLUSES SAVISTING PAVEMENT DEFICIENCIES, WORK MAY INCLUDE SFOT GRIND AND INLAY DEPTH, ASPAILT CONCEPTE PAVEMENT REPRINT OR SUBCRADE STABILIZATION, CONTRACTOR SHALL SHOW APPROPRIATE TIME AND RESOURCES IN THE PROJECT SCHOLDLE TO COMPLETE THIS WORK 2. GRADE ASPHALT TO MAINTAIN POSITIVE DRAINAGE.

UNDARY	6.	MAINTAIN ACCESS TO ADJOINING PROPERTIES AT ALL TIMES. PROVIDE ADVANCED NOTICE OF ALL ROAD CLOSURES TO RESIDENTS, PUBLIC SERVICES, AND EMERGENCY SERVICES.
ION ONLY. DATA WILL	7.	TRAFFIC CONTROL DETOUR PLANS TO BE ACCOMPANIED BY ODOT STANDARD DRAWING NOS, TM800, TM820,
ER		TM821, TM822, TM844, TM850, AND TM855
	8.	UNLESS OTHERWISE SHOWN, USE "MINIMUM LENGTHS TABLE" ON DRAWING NO. TM800 TO DETERMINE TAPER LENGTH "L" AND BUFFER LENGTH "B".

Paving_

(date) To (date)

Expect Delays

7AM To 7PM

Use Alt Route

PROJECT NOTIFICATION SIGN

MUM LENGTHS TABLE" ON DRAWING NO. TM800 TO DETERMINE "B". 9. TO DETERMINE SIGN SPACING, USE "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" ON DRAWING NO. TM800.

CONTRACTOR SHALL FOLLOW AN APPROVED PHASING PLAN THAT MEETS THE MININUM REQUIREMENTS SEF FORTI IN THE CONTRACT DOCUMENTS, ANY PROPOSED PHASING THAT CONFLICTS WITH REQUIREM NOTED BELOW OR ELSEWHERE IN THE CONTRACT COLUMENTS, SHALL BE APPROVED IN WRITING BY THE CONTRACT TO DESIGNING WORK.

CONTRACTOR SHALL PREPARE A DETAILED TRAFFIC CONTROL PLAN CONFORMING TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MUTCH AND THESE CONTRACT DOCUMENTS.

COORDINATE WITH LOCAL SCHOOL DISTRICTS TO COORDINATE BUS SCHEDULE AND TO MAINTAIN ACCESS DURING CONSTRUCTION.

CONTRACTOR SHALL PHASE AND COORDINATE CONSTRUCTION TO MINIMIZE DELAYS AND IMPACTS TO PUBLIC TRAFFIC, PUBLIC SERVICES (GARBAGE, MAIL, ETC.) AND PROPERTY ACCESS.

10. MAINTAIN PEDESTRIAN ACCESS WITHIN CONSTRUCTION LIMITS. 11. COOPERATE AND COORDINATE WITH RESIDENTS AND BUSINESSES WHEN WORKING NEAR AFFECTED ACCESS POINTS.



4

4

4

NOTES:

2.

1 SIGN SHALL BE PLACED AT EACH DRIVEWAY APPROACH WHEN A PILOT CAR IS USED.

SIGN SHALL CONFORM TO ODOT DRAWING CR4-20 OR CR4-20A

EXISTING UTILITY PULL BOX

EXISTING PAVEMENT CORE

PROPOSED SAWCUT

WAIT FOR

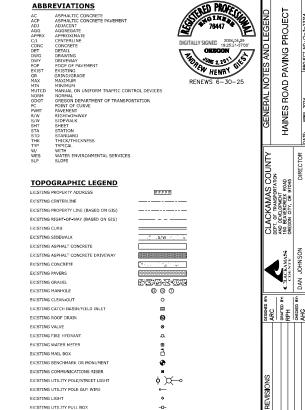
PILOT CAF

23

PILOT CAR SIGN

5. PROVIDE ACCESS TO ALL EMERGENCY SERVICES WITHIN CONSTRUCTION LIMITS.

TRAFFIC CONTROL GENERAL NOTES:



PAVING SIGN

SIGN NOTES

PAVING

SUMMER 2024

CLACKAMAS

1. SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS. 2. TEXT FONT TO BE FHWA C.

3. COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE: HTTP://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE.

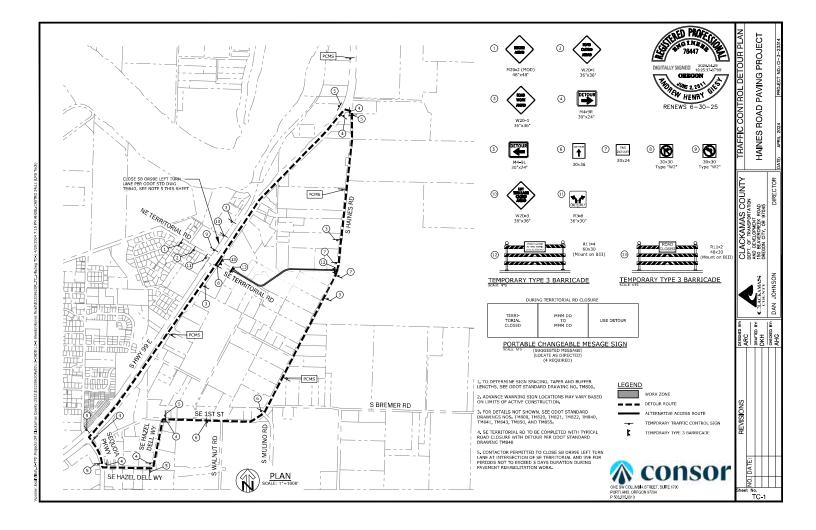
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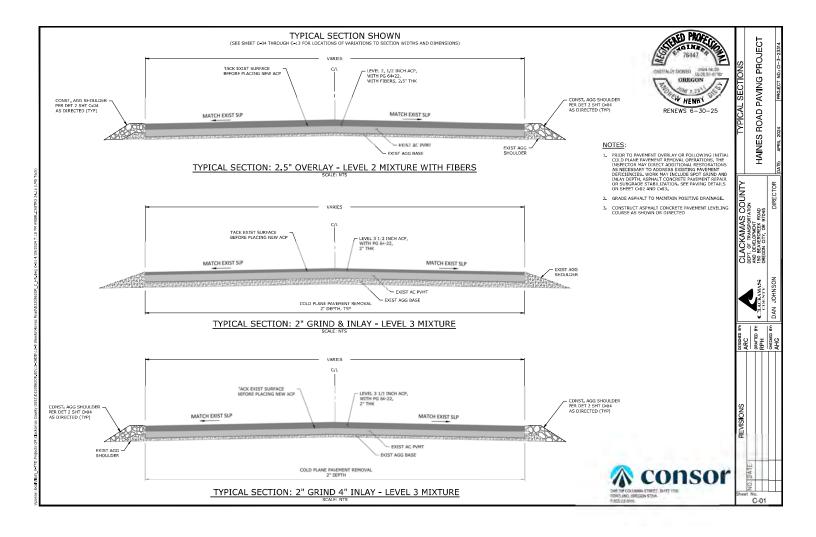
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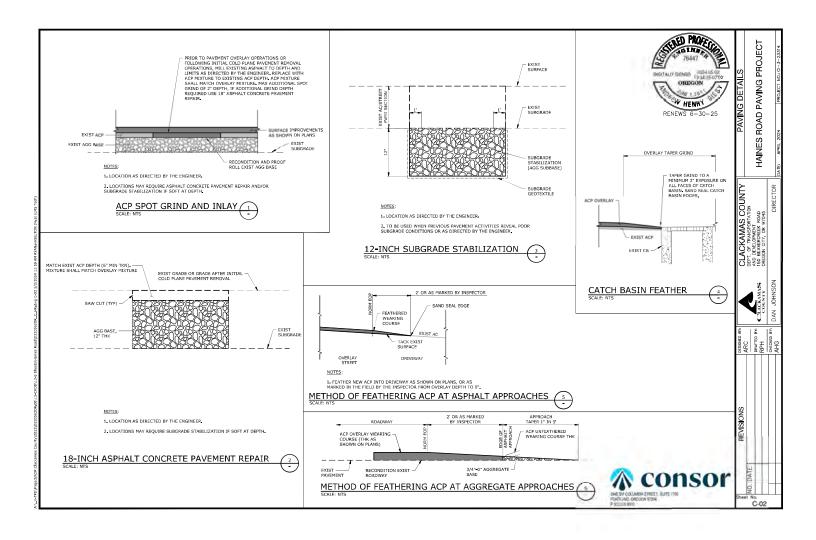
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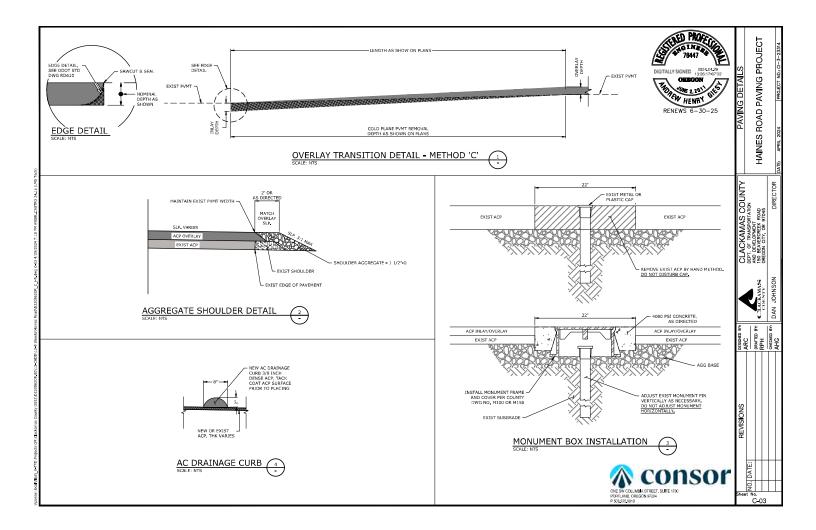
4. CONTRACTOR'S APPROVED SCHEDULE TO DETERMINE DATES ON PROJECT NOTIFICATION SIGN.

TEMPORARY PROJECT SIGN DETAIL

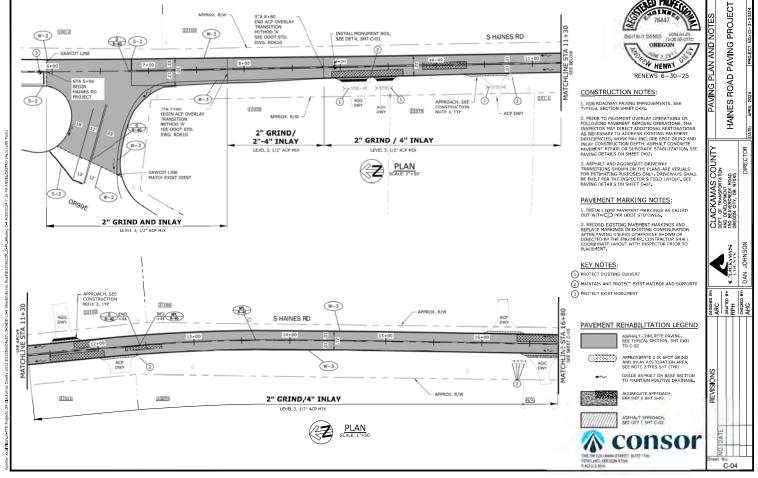


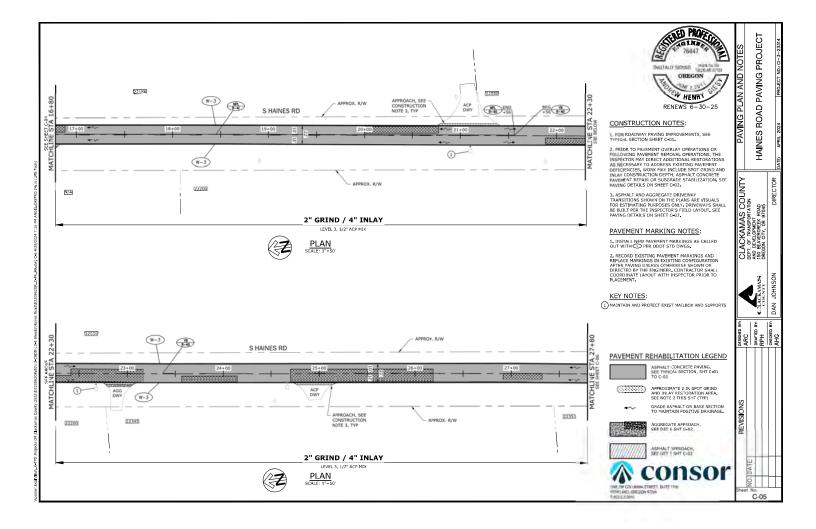


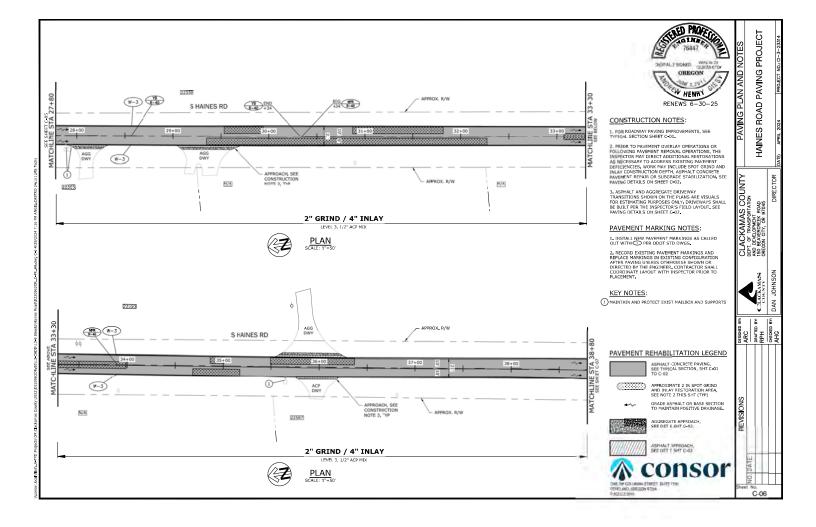


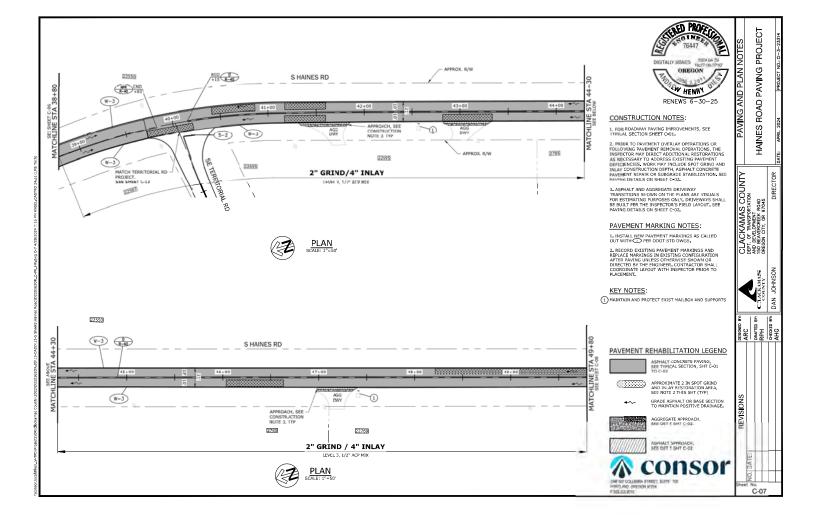


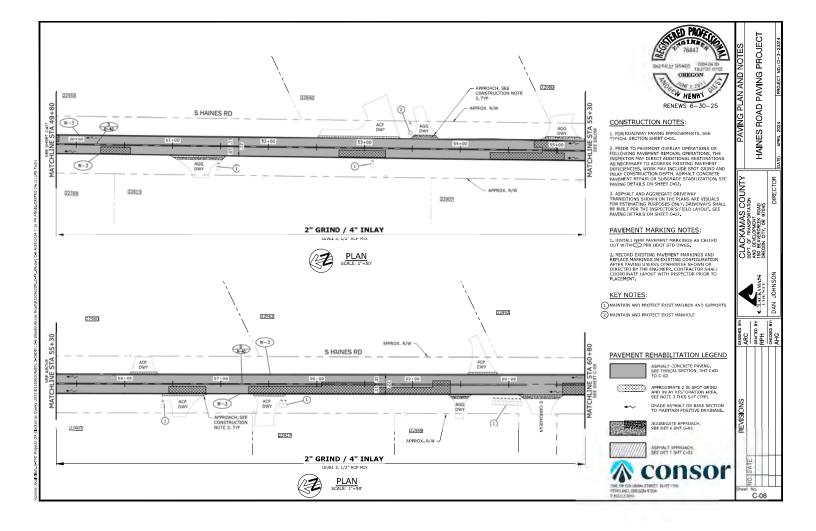


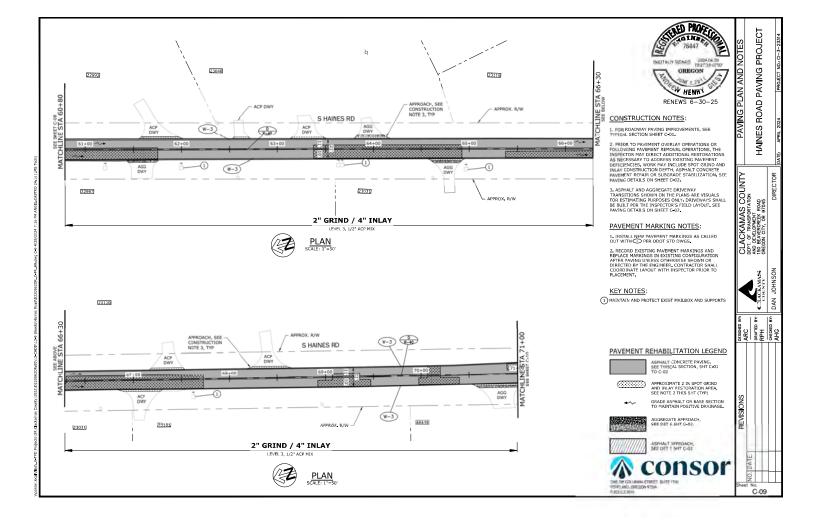


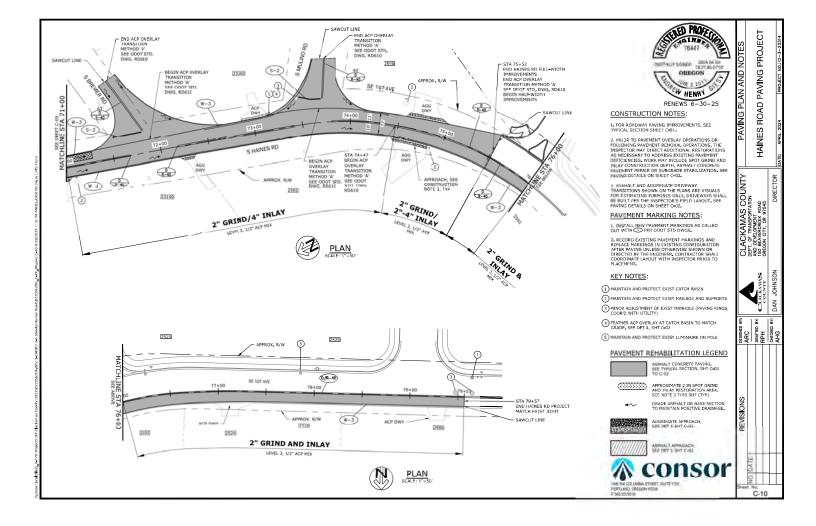


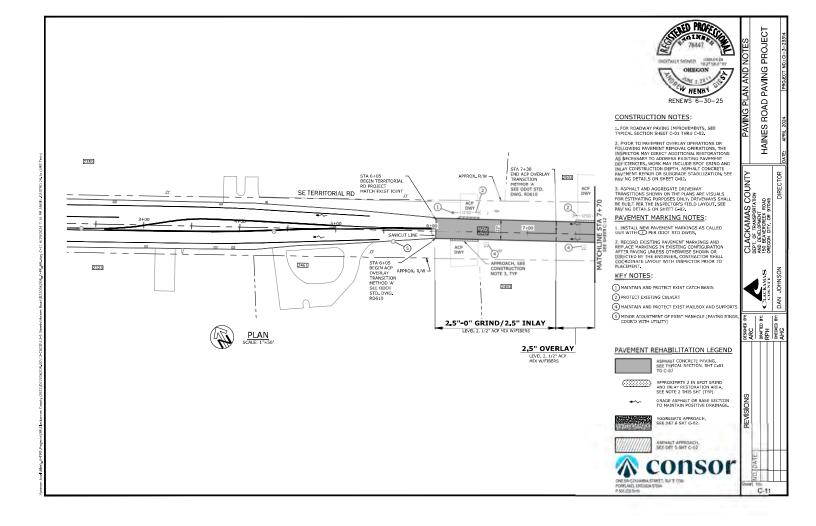


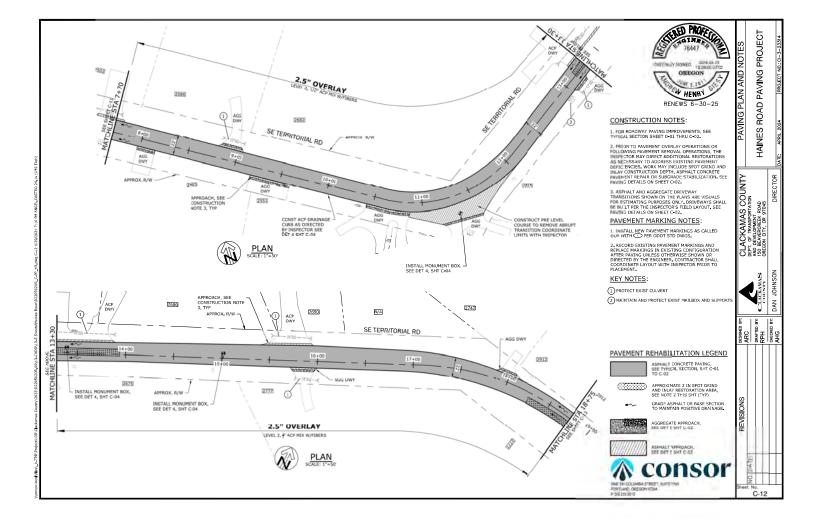


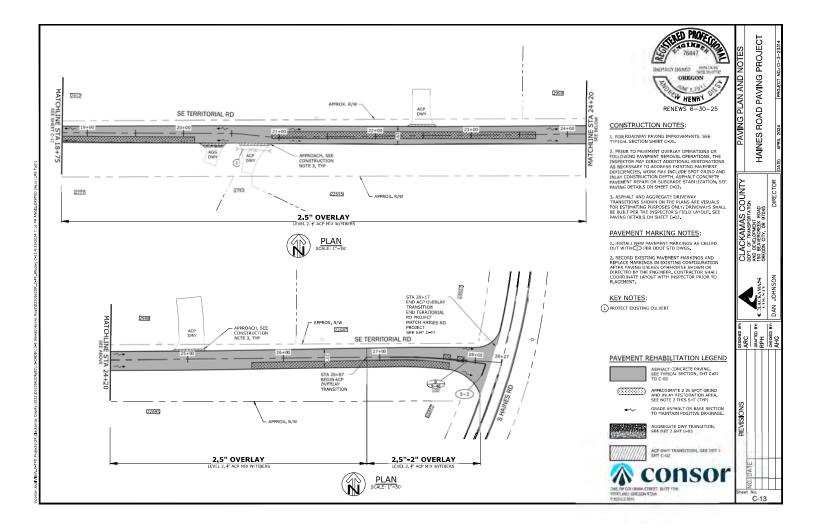












Oregon Department of Transportation 48HR. Work Notice

District 2B Permit Work Information

Permit #: 2BM48382

Please return this form via email to address shown at right: Or Fax to 503.653.5655	d2bup@odot.oregon.gov (District 2B Permitting)
Applicant Name: Phone:	Received Info From:
Contractor:	Contractor Contact:
Contractor Phone:	24-Hr Emergency#:
Highway Name & Route #:#:	Mile points: (On Permit)
Direction of Travel:	
Nature of work being done:	
Is a Traffic Signal shut off required (Yes / No)?	
Signal shut off 72 hour Notice submitted?	
Type of traffic control / restriction / lane closures:	
Work Duration (Start/Finish Dates and Work Hours): Dates: Start	: Finish:
Hours: Start	Finish:
Will Traffic impacts remain in place after work hours (i.e. steel pla No? Yes? If "yes" please explain:	
<u>NOTICE</u> All sections must be Forms with incomplete information will be return Strikethrough or "N/A" section	e completed. e or inaccurate ed for correction.
ODOT DISTRICT 2B 9200 SE Lawnfield Rd. Clackamas OR 970	015 (971) 673.6200 office (503) 653.5655 fax

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

PLANS FOR PROPOSED PROJECT ASPHALT OILING & PAVING, TEMPORARY TRAFFIC CONTROL, AND PAVEMENT MARKINGS

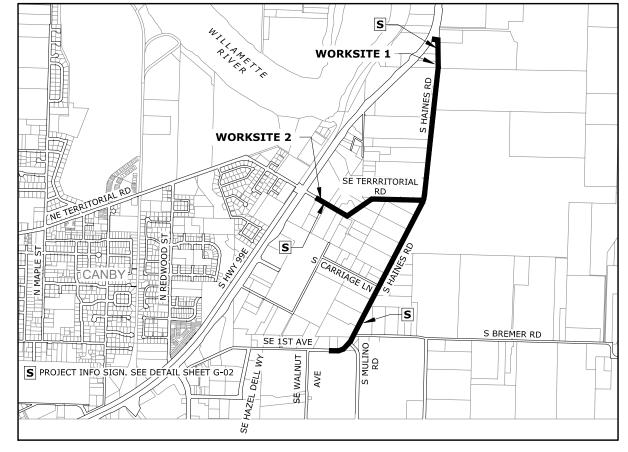
HAINES ROAD PAVING PROJECT

CI-3-23314

WORKSITE #1 - S HAINES RD WORKSITE #2 - SE TERRITORIAL RD

CLACKAMAS COUNTY

OREGON



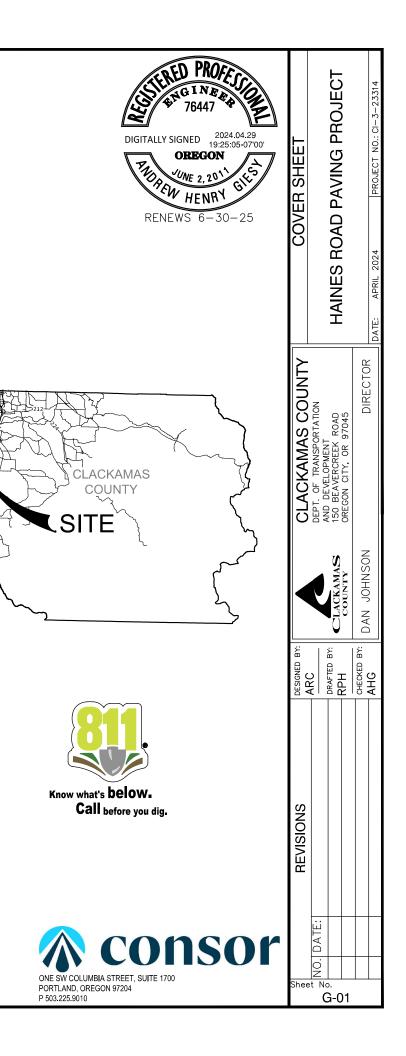
VICINITY MAP $\langle | \rangle$ NOT TO SCALE N

T. 3S, R. 1E SEC. 26, 27, 34, & 35

ATTENTION !

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

INDEX OF SHEETS			
G-01	COVER SHEET		
G-02	GENERAL NOTES AND LEGEND		
TC1	TRAFFIC CONTROL DETOUR PLAN		
C-01	TYPICAL SECTIONS		
C-02 TO C-03	PAVING DETAILS		
C-04 TO C-13	PAVING PLAN AND NOTES		



GENERAL NOTES:

INSTALL THREE SETS (2 SIGNS PER SET) OF TEMPORARY PROJECT 1. SIGNS PRIOR TO COMMENCING WITH WORK. MOUNT PAVING AND PROJECT NOTIFICATION SIGNS TO TEMPORARY SIGN SUPPORTS PER ODOT STD DWG TM821 OR TM822, INSTALL AT LOCATIONS SHOWN ON SHEET G-1. COORDINATE FINAL LOCATION WITH INSPECTOR. SEE PROJECT SIGN DETAILS, THIS SHEET.

VERTICAL DATUM AND BASIS OF BEARINGS:

1. ALL PLAN INFORMATION IS BASED ON CLACKAMAS COUNTY GIS DATA AND AERIAL PHOTOS, WHICH IS APPROXIMATE.

RIGHT-OF-WAY REPRESENTATION:

ALL LINE-WORK SHOWN RELATING PROPERTY BOUNDARY 1. TO SCAN DATA IS FOR GRAPHICAL REPRESENTATION ONLY. ANY APPARENT DISCREPANCIES BETWEEN SAID DATA WILL REOUIRE FIELD VERIFICATION THROUGH A PROPER RIGHT-OF-WAY RESOLUTION.

PAVING NOTES:

PRIOR TO PAVEMENT OVERLAY OR FOLLOWING INITIAL COLD PLANE PAVEMENT REMOVAL OPERATIONS, THE INSPECTOR MAY DIRECT ADDITIONAL RESTORATIONS AS NECESSARY TO ADDRESS EXISTING PAVEMENT DEFICIENCIES. WORK MAY INCLUDE SPOT GRIND AND INLAY DEPTH, ASPHALT CONCRETE PAVEMENT REPAIR OR SUBGRADE STABILIZATION. CONTRACTOR SHALL SHOW APPROPRIATE TIME AND RESOURCES IN THE PROJECT SCHEDULE TO COMPLETE THIS WORK.

- GRADE ASPHALT TO MAINTAIN POSITIVE DRAINAGE 2
- 3. CONSTRUCT ASPHALT CONCRETE PAVEMENT LEVELING COURSE AS SHOWN OR DIRECTED.

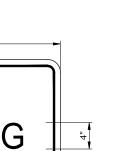
TRAFFIC CONTROL GENERAL NOTES:

- CONTRACTOR SHALL FOLLOW AN APPROVED PHASING PLAN THAT MEETS THE MINIMUM REQUIREMENTS AS 1. SET FORTH IN THE CONTRACT DOCUMENTS. ANY PROPOSED PHASING THAT CONFLICTS WITH REQUIREMENTS NOTED BELOW OR ELSEWHERE IN THE CONTRACT DOCUMENTS, SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING WORK.
- 2. CONTRACTOR SHALL PHASE AND COORDINATE CONSTRUCTION TO MINIMIZE DELAYS AND IMPACTS TO PUBLIC TRAFFIC, PUBLIC SERVICES (GARBAGE, MAIL, ETC.) AND PROPERTY ACCESS.
- CONTRACTOR SHALL PREPARE A DETAILED TRAFFIC CONTROL PLAN CONFORMING TO THE REQUIREMENTS OF 3. THE CURRENT EDITION OF THE MUTCD AND THESE CONTRACT DOCUMENTS.
- COORDINATE WITH LOCAL SCHOOL DISTRICTS TO COORDINATE BUS SCHEDULE AND TO MAINTAIN ACCESS 4. DURING CONSTRUCTION.
- 5. PROVIDE ACCESS TO ALL EMERGENCY SERVICES WITHIN CONSTRUCTION LIMITS.
- MAINTAIN ACCESS TO ADJOINING PROPERTIES AT ALL TIMES. PROVIDE ADVANCED NOTICE OF ALL ROAD 6. CLOSURES TO RESIDENTS, PUBLIC SERVICES, AND EMERGENCY SERVICES
- TRAFFIC CONTROL DETOUR PLANS TO BE ACCOMPANIED BY ODOT STANDARD DRAWING NOS. TM800, TM820, 7. TM821, TM822, TM844, TM850, AND TM855
- UNLESS OTHERWISE SHOWN, USE "MINIMUM LENGTHS TABLE" ON DRAWING NO. TM800 TO DETERMINE 8. TAPER LENGTH "L" AND BUFFER LENGTH "B".
- 9. TO DETERMINE SIGN SPACING, USE "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" ON DRAWING NO. TM800.
- 10. MAINTAIN PEDESTRIAN ACCESS WITHIN CONSTRUCTION LIMITS.
- 11. COOPERATE AND COORDINATE WITH RESIDENTS AND BUSINESSES WHEN WORKING NEAR AFFECTED ACCESS POINTS.

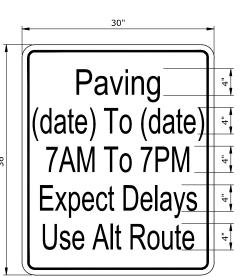
ODOT STANDARD DRAWINGS :

• RD615	• TM517	• TM820	• TM850
• RD1010	• TM521	• TM821	• TM855
• TM500	• TM530	• TM822	
• TM502	 TM560 	• TM840	
• TM503	• TM561	• TM841	
• TM515	• TM800	• TM843	

COUNTY STANDARD DRAWINGS







PROJECT NOTIFICATION SIGN

• M150 • D500



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



AC

AC	ASPHALTIC CONCRETE
ACP	ASPHALTIC CONCRETE PAVEMENT
ADJ	ADJACENT
AGG	AGGREGATE
APPRX	APPROXIMATE
C/L	CENTERLINE
CONC	CONCRETE
DET	DETAIL
DWG	DRAWING
DWY	DRIVEWAY
EOP	EDGE OF PAVEMENT
EXIST	EXISTING
GR	GRIND/GRADE
MAX	MAXIMUM
MIN	MINIMUM
MUTCD	MANUAL ON UNIFORM TRAFFIC CO
NORM	NORMAL
ODOT	OREGON DEPARTMENT OF TRANS
PC	POINT OF CURVE
PVMT	PAVEMENT
R/W	RIGHT-OF-WAY
S/W	SIDEWALK
SHT	SHEET
STA	STATION
STD	STANDARD
тнк	THICK/THICKNESS
TYP	TYPICAL
W/	WITH
WES	WATER ENVIRONMENTAL SERVICE
SLP	SLOPE

TOPOGRAPHIC LEGEND

EXISTING PROPERTY ADDRESS
EXISTING CENTERLINE
EXISTING PROPERTY LINE (BASED ON GIS)
EXISTING RIGHT-OF-WAY (BASED ON GIS)
EXISTING CURB
EXISTING SIDEWALK
EXISTING ASPHALT CONCRETE
EXISTING ASPHALT CONCRETE DRIVEWAY
EXISTING CONCRETE
EXISTING PAVERS
EXISTING GRAVEL
EXISTING MANHOLE
EXISTING CLEAN-OUT
EXISTING CATCH BASIN/FIELD INLET
EXISTING ROOF DRAIN
EXISTING VALVE
EXISTING FIRE HYDRANT
EXISTING WATER METER
EXISTING MAIL BOX
EXISTING BENCHMARK OR MONUMENT
EXISTING COMMUNICATIONS RISER
EXISTING UTILITY POLE/STREET LIGHT
EXISTING UTILITY POLE GUY WIRE
EXISTING LIGHT
EXISTING UTILITY PULL BOX
EXISTING PAVEMENT CORE
PROPOSED SAWCUT

1. SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.

2. TEXT FONT TO BE FHWA C.

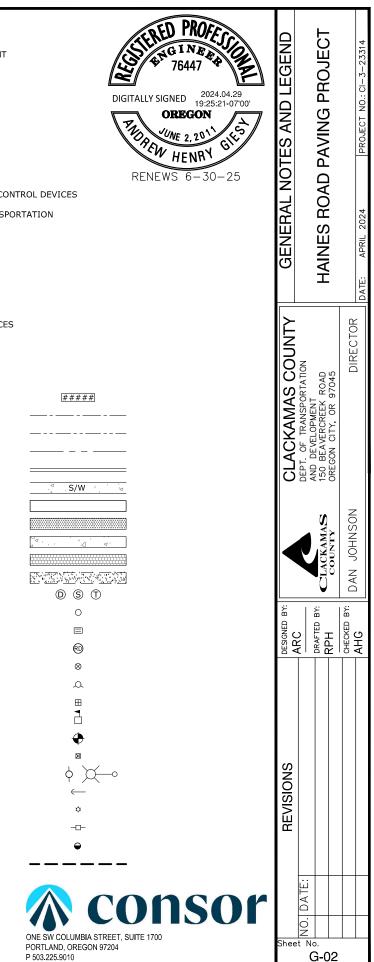
SIGN NOTES

PAVING SIGN

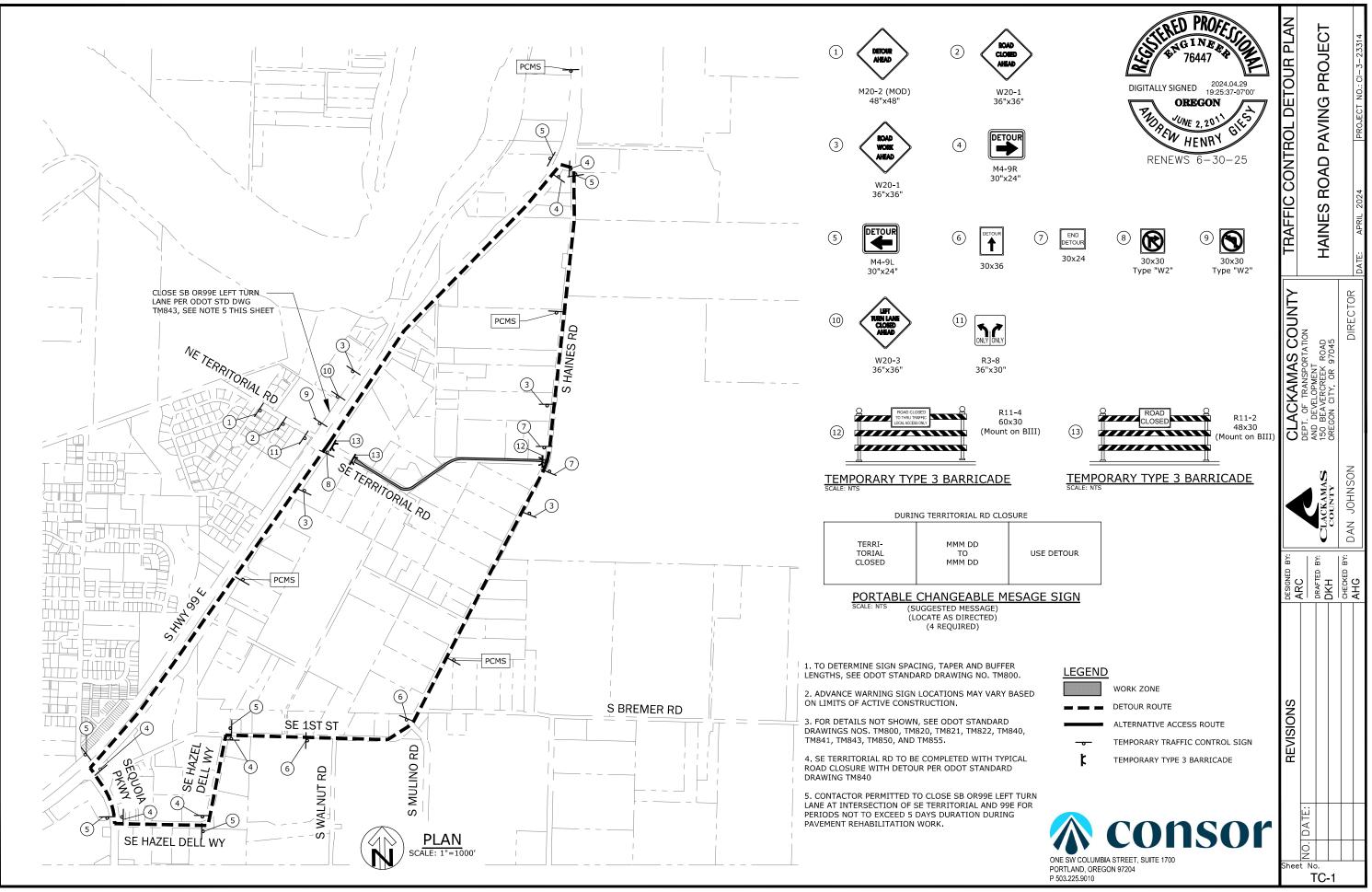
- 3. COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE: HTTP://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE.
- 4. CONTRACTOR'S APPROVED SCHEDULE TO DETERMINE DATES ON PROJECT NOTIFICATION SIGN.

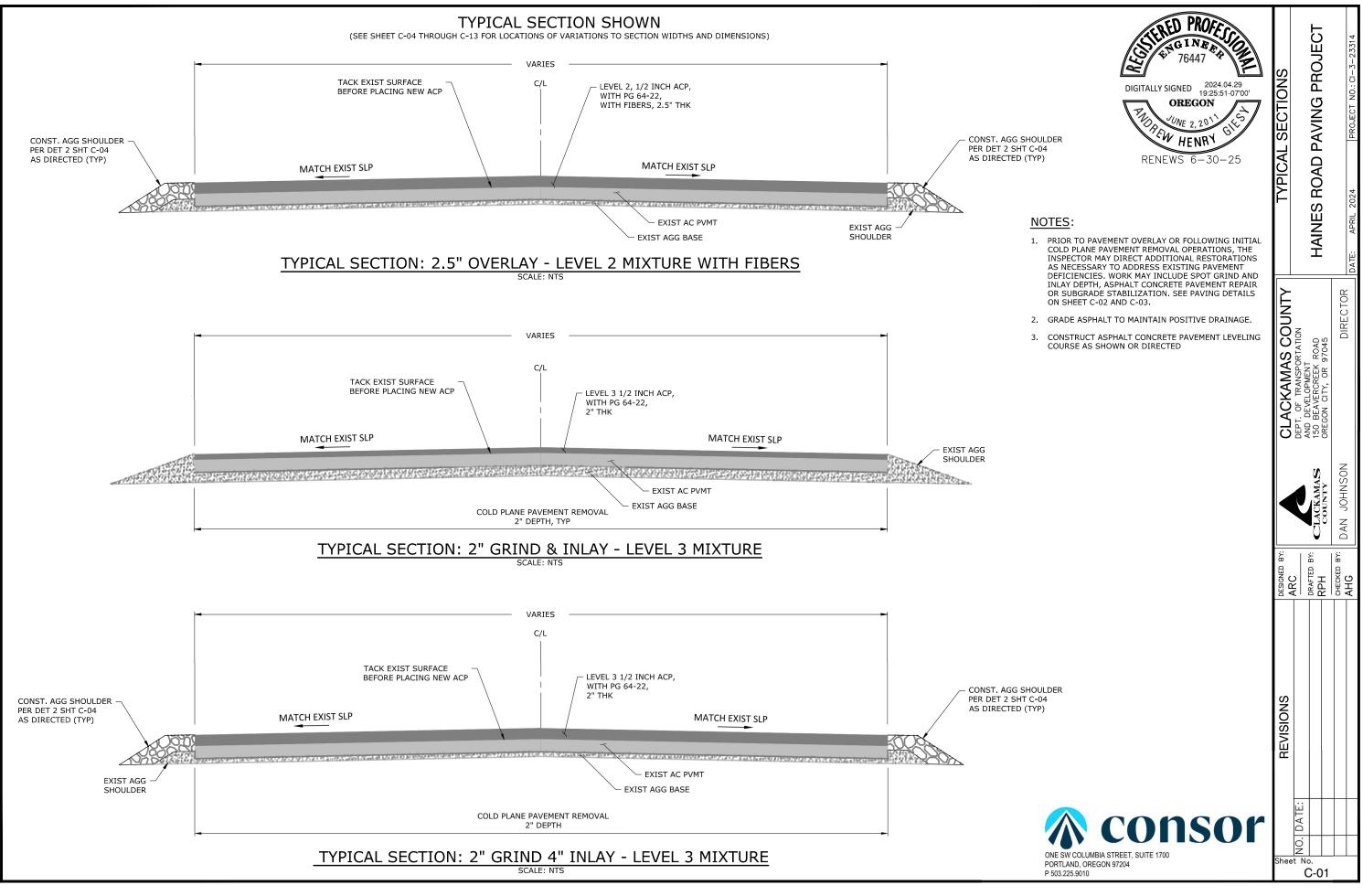
TEMPORARY PROJECT SIGN DETAIL SCALE: NTS

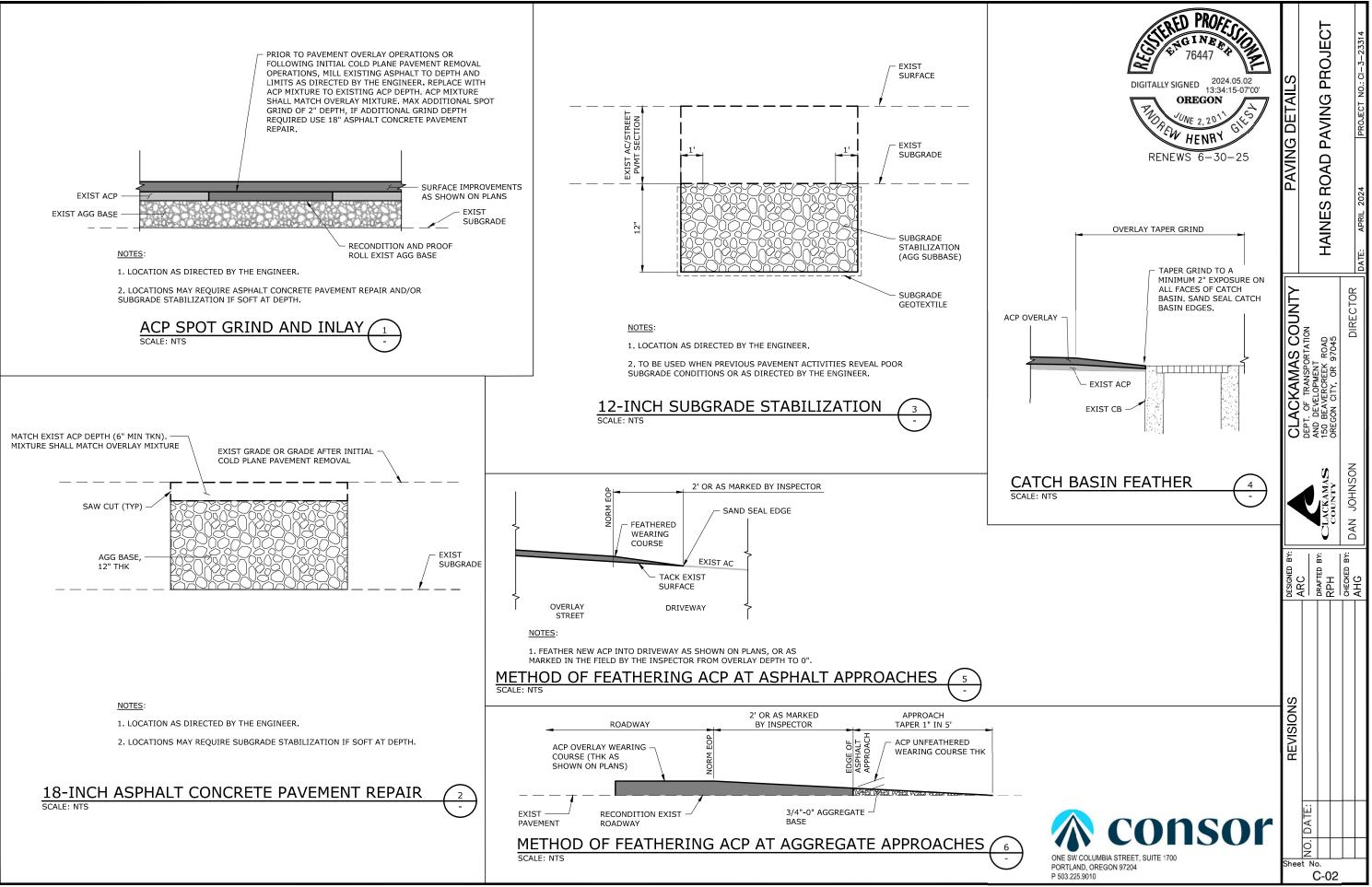
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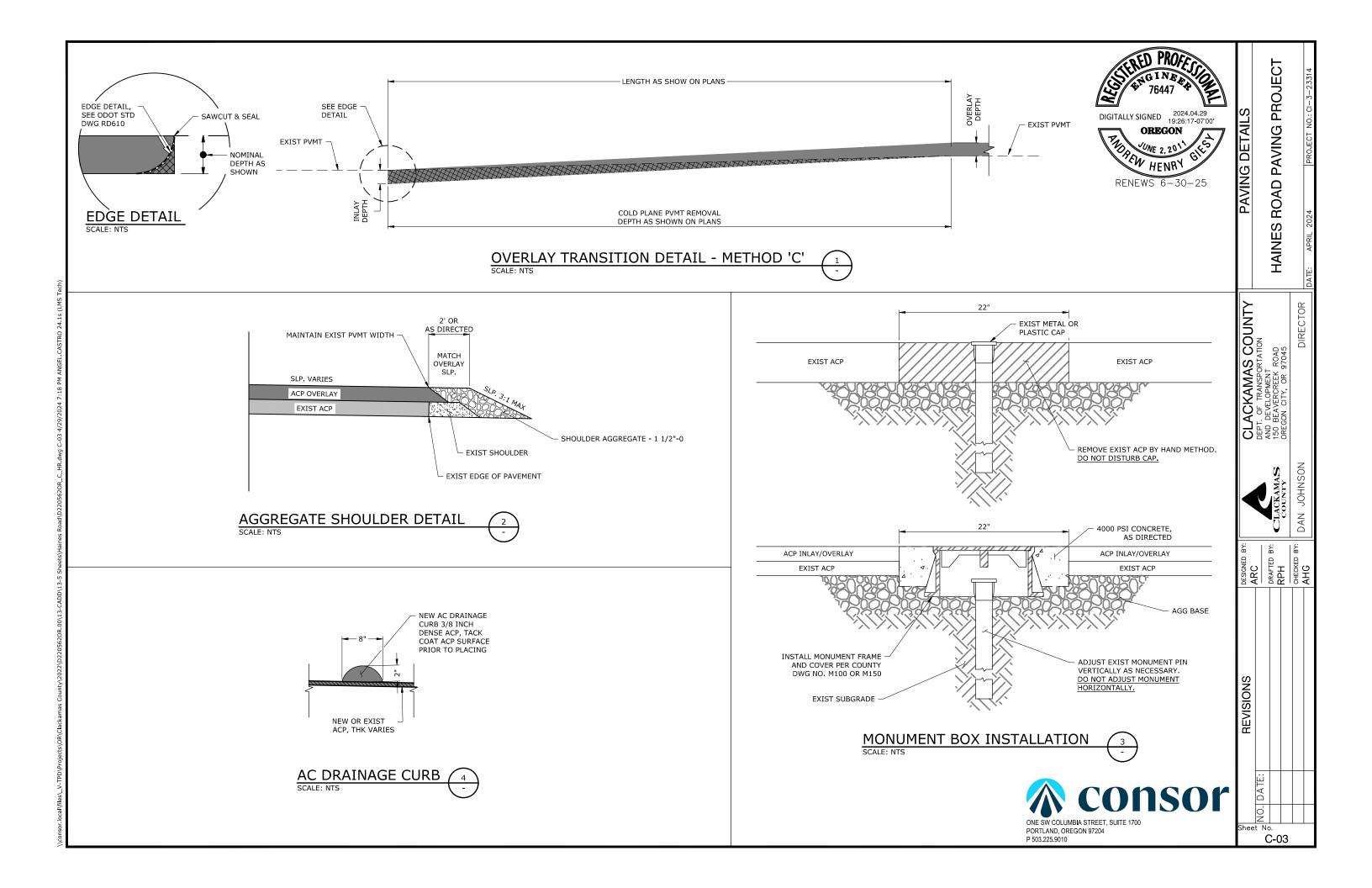


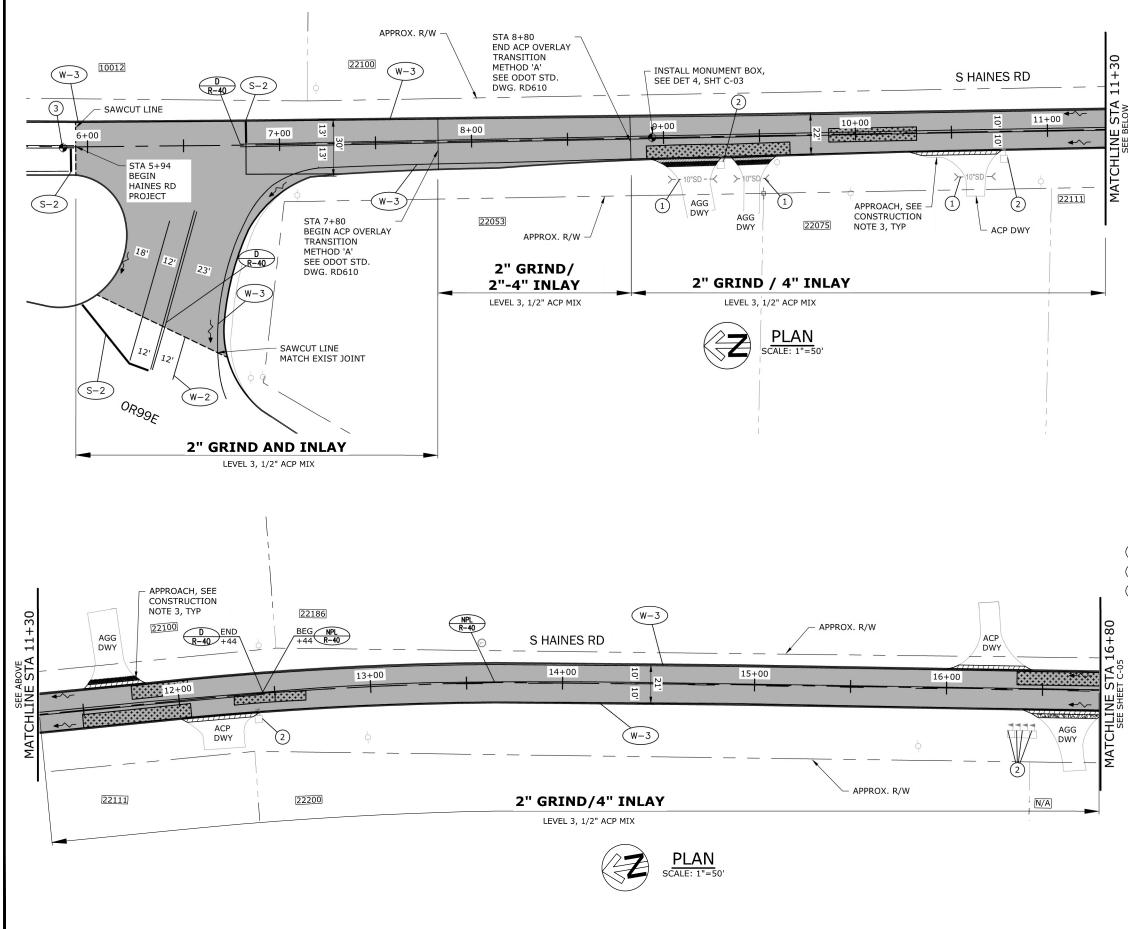
CES













1. FOR ROADWAY PAVING IMPROVEMENTS, SEE TYPICAL SECTION SHEET C-01.

2. PRIOR TO PAVEMENT OVERLAY OPERATIONS OR FOLLOWING PAVEMENT REMOVAL OPERATIONS, THE INSPECTOR MAY DIRECT ADDITIONAL RESTORATIONS AS NECESSARY TO ADDRESS EXISTING PAVEMENT DEFICIENCIES. WORK MAY INCLUDE SPOT GRIND AND INLAY CONSTRUCTION DEPTH, ASPHALT CONCRETE PAVEMENT REPAIR OR SUBGRADE STABILIZATION. SEE PAVING DETAILS ON SHEET C-02.

3. ASPHALT AND AGGREGATE DRIVEWAY TRANSITIONS SHOWN ON THE PLANS ARE VISUALS FOR ESTIMATING PURPOSES ONLY. DRIVEWAYS SHALL BE BUILT PER THE INSPECTOR'S FIELD LAYOUT. SEE PAVING DETAILS ON SHEET C-02.

PAVEMENT MARKING NOTES:

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KEY NOTES:

1 PROTECT EXISTING CULVERT

(2) MAINTAIN AND PROTECT EXIST MAILBOX AND SUPPORTS

(3) PROTECT EXIST MONUMENT

PAVEMENT REHABILITATION LEGEND

ASPHALT CONCRETE PAVING, SEE TYPICAL SECTION, SHT C-01 TO C-02

APPROXIMATE 2 IN SPOT GRIND AND INLAY RESTORATION AREA, SEE NOTE 2 THIS SHT (TYP)

GRADE ASPHALT OR BASE SECTION TO MAINTAIN POSITIVE DRAINAGE.



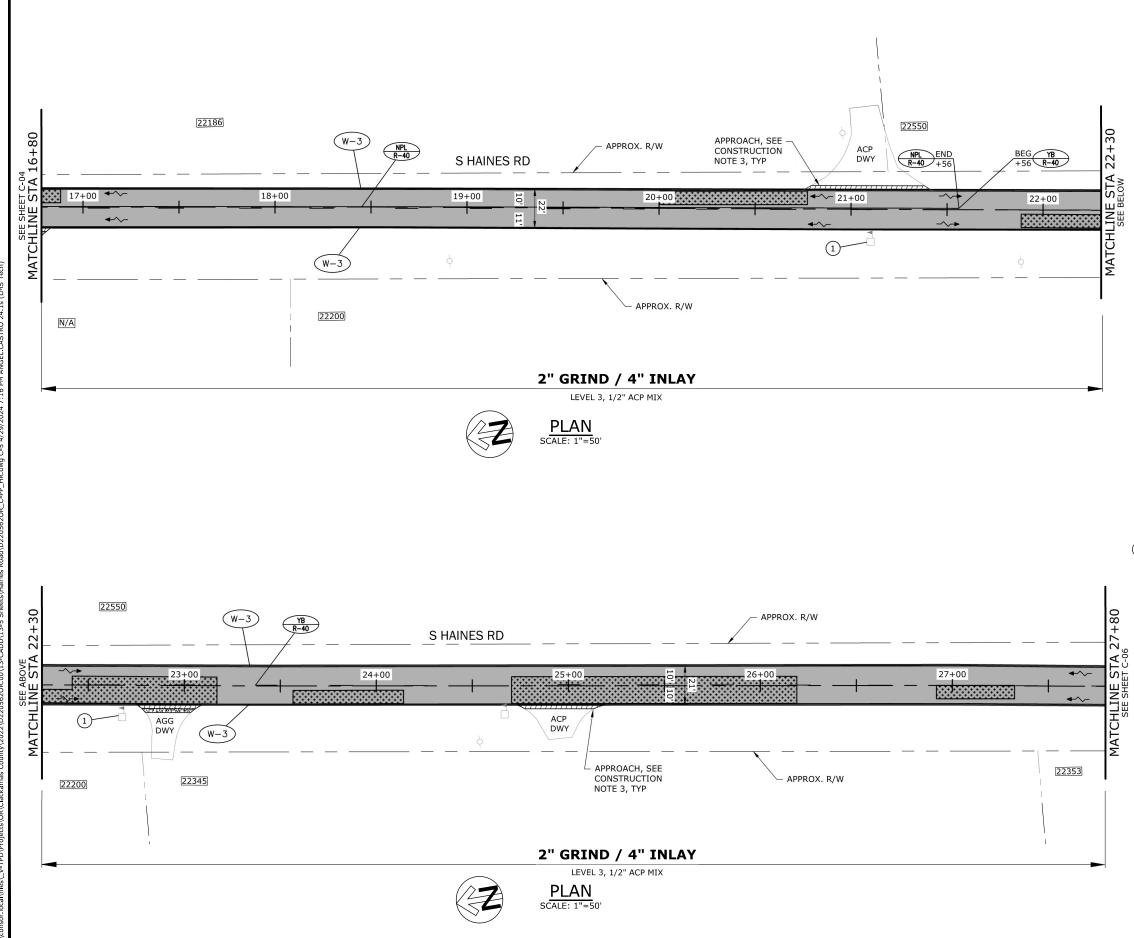
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AGGREGATE APPROACH, SEE DET 6 SHT C-02.





PAVING PLAN AND NOTES		0.01E: APRIL 2024 PROJECT NO.: CI-3-23314		
CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION	AND DEVELOPMENI 150 BEAVERCREEK ROAD	DIRFCTOR	
31:		CLACKAMAS	 I DAN JOHNSON	
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REVISIONS), DATE:			
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KEY NOTES:

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PAVEMENT REHABILITATION LEGEND

ASPHALT CONCRETE PAVING, SEE TYPICAL SECTION, SHT C-01 TO C-02

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APPROXIMATE 2 IN SPOT GRIND AND INLAY RESTORATION AREA, SEE NOTE 2 THIS SHT (TYP)

GRADE ASPHALT OR BASE SECTION TO MAINTAIN POSITIVE DRAINAGE.

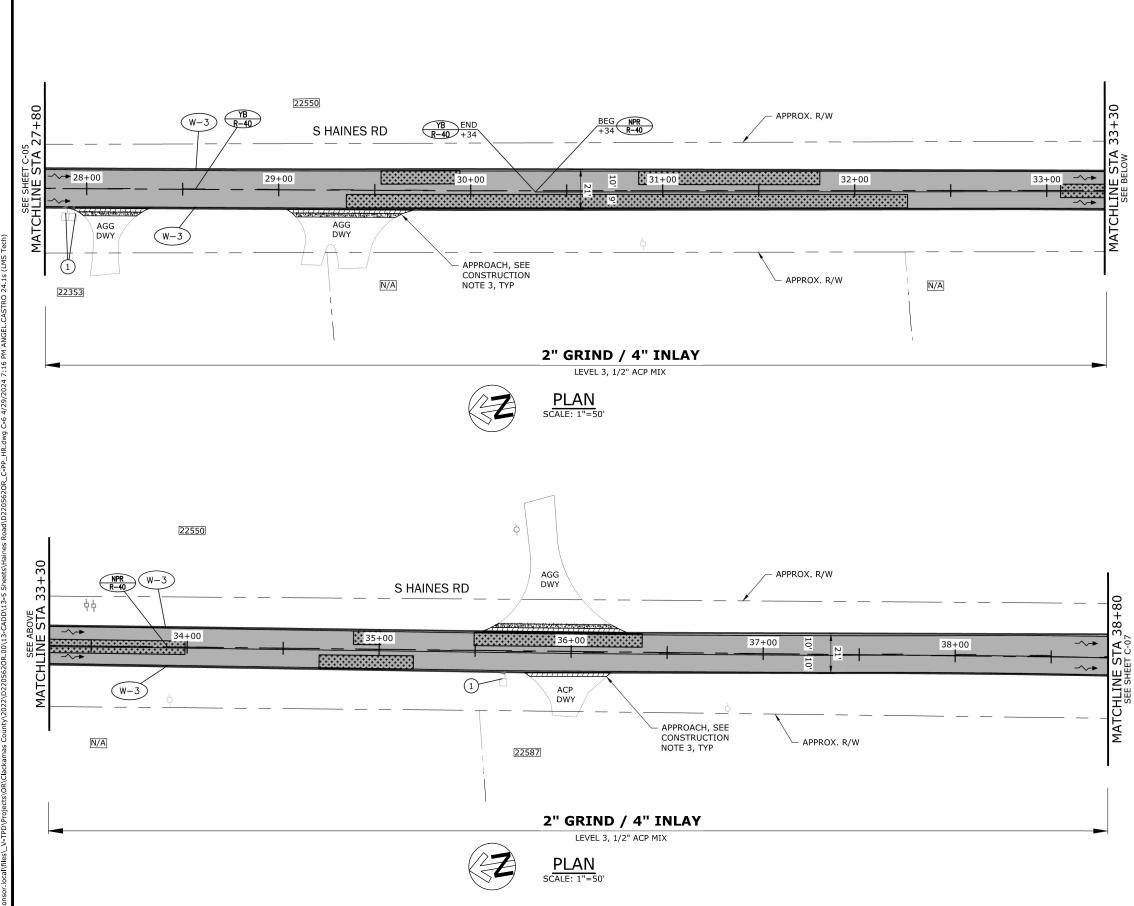


AGGREGATE APPROACH, SEE DET 6 SHT C-02.





PAVING PLAN AND NOTES		HAINES ROAD PAVING PROJECT			PROJECT NO.: CI-3-23314
		HAINES ROAL			DATE: APRIL 2024
CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION	AND DEVELOPMENT 150 BEAVERCREEK ROAD	OREGON CITY, OR 97045	DIRFCTOR	
		CLACKAMAS	COUNTY	DAN JOHNSON	
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REVISIONS	TE:				
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APPROXIMATE 2 IN SPOT GRIND AND INLAY RESTORATION AREA, SEE NOTE 2 THIS SHT (TYP)

GRADE ASPHALT OR BASE SECTION TO MAINTAIN POSITIVE DRAINAGE.



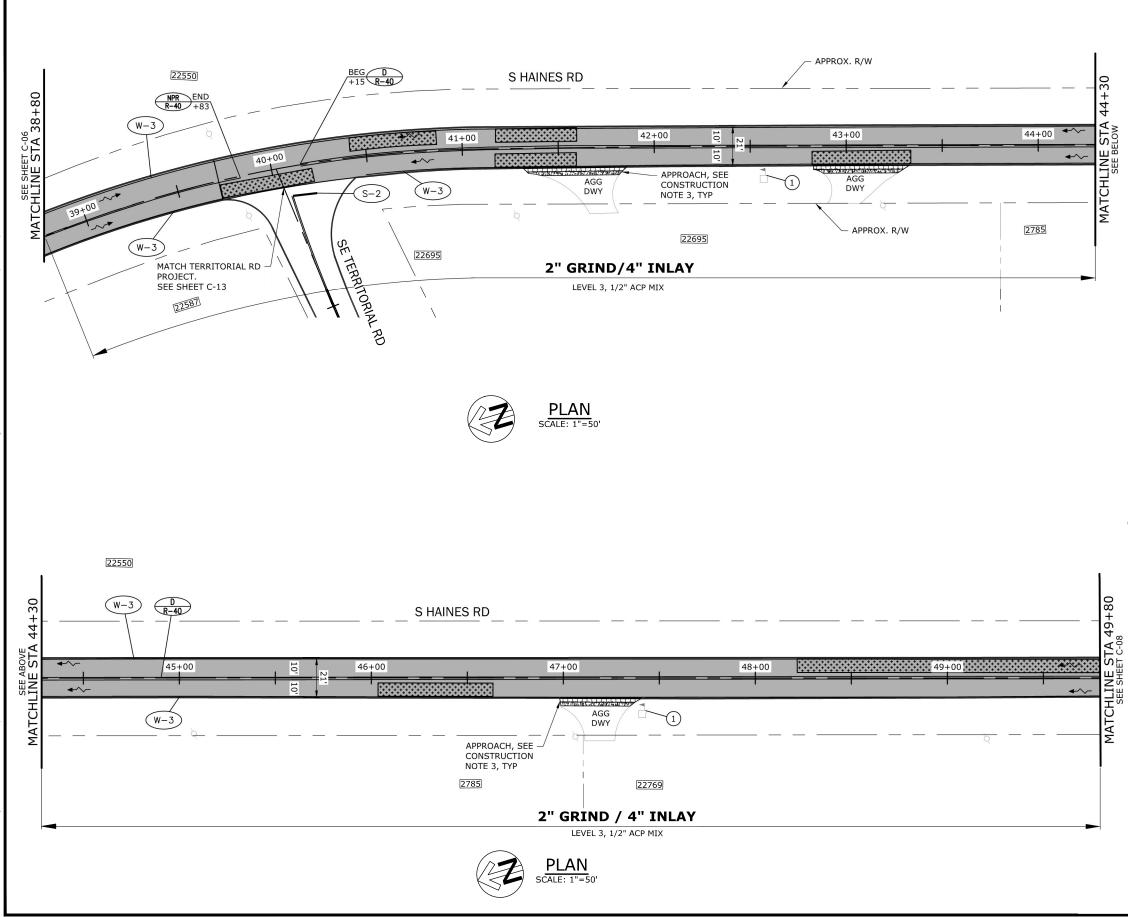
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AGGREGATE APPROACH, SEE DET 6 SHT C-02.





PAVING PLAN AND NOTES		HAINES ROAD PAVING PROJECT			PROJECT NO .: CI-3-23314
PAVING		HAINES ROA			DATE: APRIL 2024
CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION	AND DEVELOPMENI 150 BEAVERCREEK ROAD	OREGON CITY, OR 97045	DIRFCTOR	
		CLACKAMAS	COUNTY	NAN JOHNSON	
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APPROXIMATE 2 IN SPOT GRIND AND INLAY RESTORATION AREA, SEE NOTE 2 THIS SHT (TYP)

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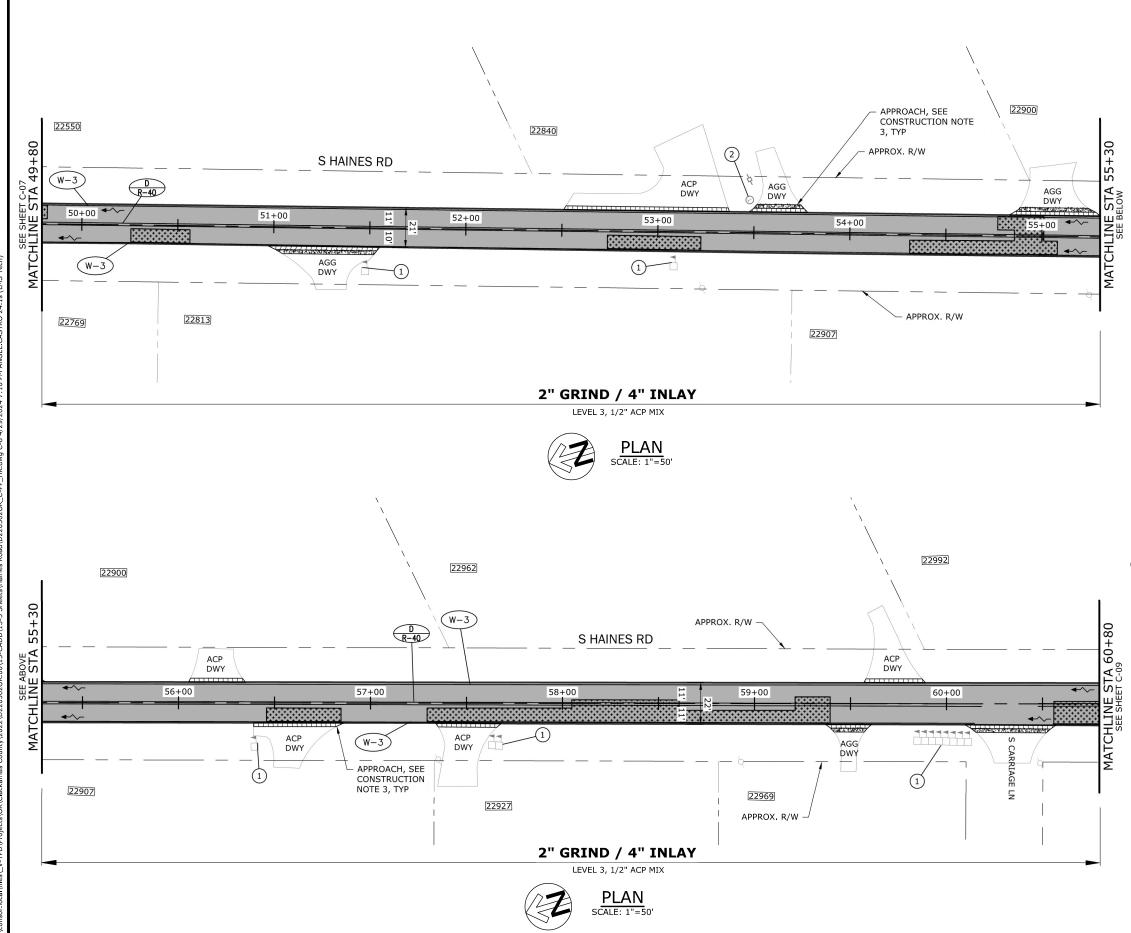
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AGGREGATE APPROACH, SEE DET 6 SHT C-02.





	PAVING AND PLAN NOTES		HAINES ROAD PAVING PROJECT			DATE: APRIL 2024 PROJECT NO.: CI-3-23314
	CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION	150 BEAVERCREEK ROAD	OREGON CITY, OR 97045	DIRECTOR	٦
	×	C	<u>Ū</u>	COUNTY	DAN JOHNSON	
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KEY NOTES:

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(2) MAINTAIN AND PROTECT EXIST MANHOLE

PAVEMENT REHABILITATION LEGEND

ASPHALT CONCRETE PAVING, SEE TYPICAL SECTION, SHT C-01 TO C-02

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APPROXIMATE 2 IN SPOT GRIND AND INLAY RESTORATION AREA, SEE NOTE 2 THIS SHT (TYP)

GRADE ASPHALT OR BASE SECTION TO MAINTAIN POSITIVE DRAINAGE.

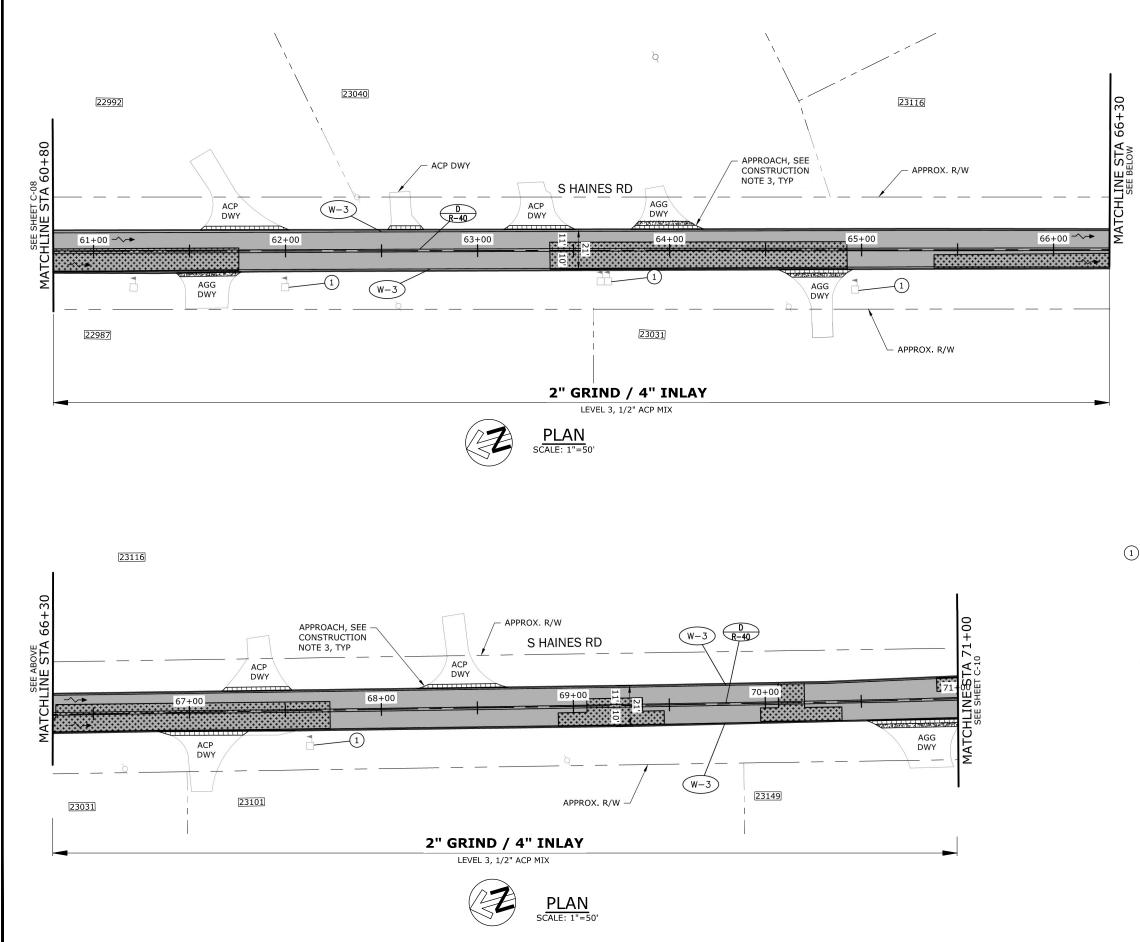


AGGREGATE APPROACH, SEE DET 6 SHT C-02.

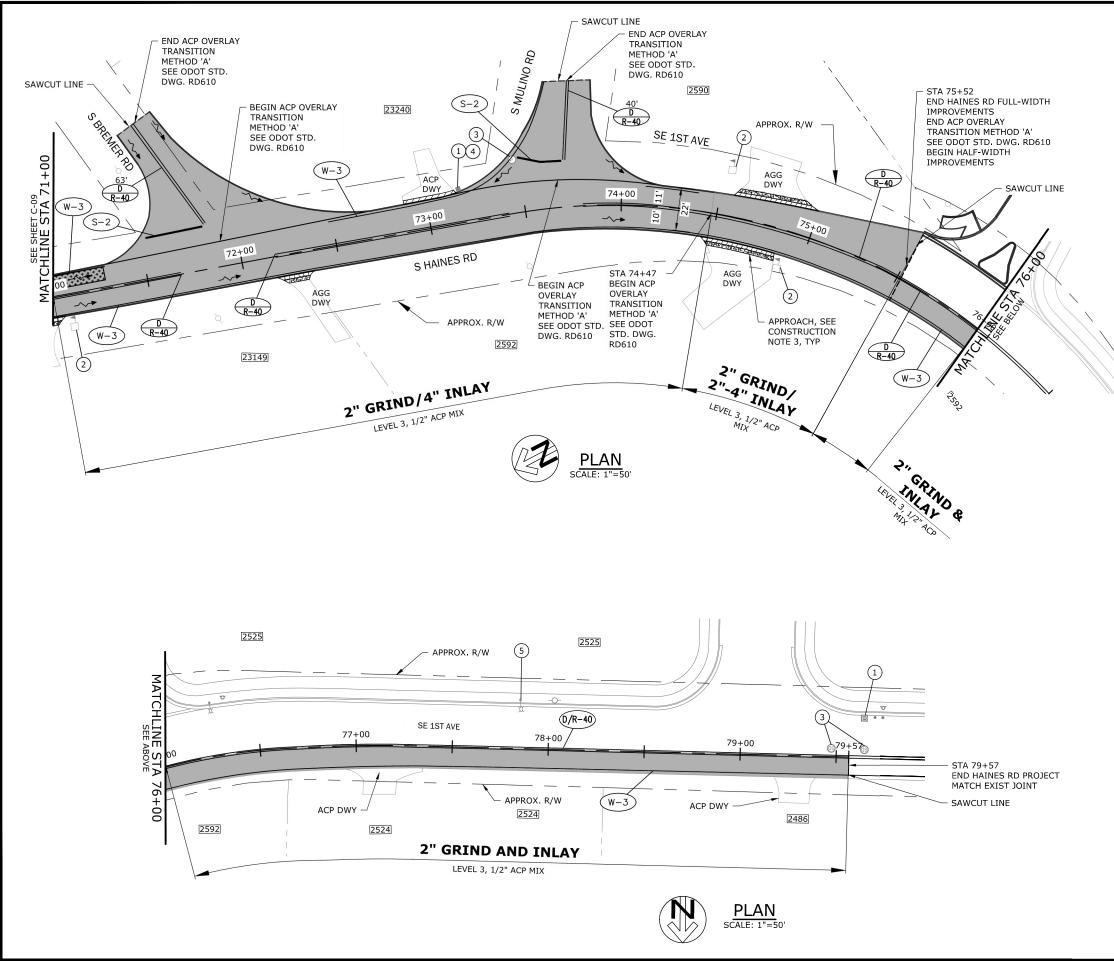




PAVING PLAN AND NOTES			HAINES ROAD PAVING PROJECT			DATE: APRIL 2024 PROJECT NO.: CI-3-23314
CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION	AND DEVELOPMENT	150 BEAVERCREEK ROAD	OREGON CITY, OR 97045	DIRFCTOR	
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2. PRIOR TO PAVEMENT OVERLAY OPERATIONS OR FOLLOWING PAVEMENT REMOVAL OPERATIONS, THE INSPECTOR MAY DIRECT ADDITIONAL RESTORATIONS AS NECESSARY TO ADDRESS EXISTING PAVEMENT DEFICIENCIES. WORK MAY INCLUDE SPOT GRIND AND			HAINI		DATE: APRIL
INLAY CONSTRUCTION DEPTH, ASPHALT CONCRETE PAVEMENT REPAIR OR SUBGRADE STABILIZATION. SEE PAVING DETAILS ON SHEET C-02. 3. ASPHALT AND AGGREGATE DRIVEWAY TRANSITIONS SHOWN ON THE PLANS ARE VISUALS FOR ESTIMATING PURPOSES ONLY. DRIVEWAYS SHALL BE BUILT PER THE INSPECTOR'S FIELD LAYOUT. SEE PAVING DETAILS ON SHEET C-02. PAVEMENT MARKING NOTES: 1. INSTALL NEW PAVEMENT MARKINGS AS CALLED OUT WITH (***) PER ODOT STD DWGS. 2. RECORD EXISTING PAVEMENT MARKINGS AND REPLACE MARKINGS IN EXISTING CONFIGURATION	CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION AND DEVELOPMENT			חואבעוטא
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CONSTRU

1. FOR ROADW TYPICAL SECTION SHEET C-01.

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KEY NOTES:

- 1 MAINTAIN AND PROTECT EXIST CATCH BASIN
- (2) MAINTAIN AND PROTECT EXIST MAILBOX AND SUPPORTS
- 3 MINOR ADJUSTMENT OF EXIST MANHOLE (PAVING RINGS, COOR'D WITH UTILITY)
- (4) FEATHER ACP OVERLAY AT CATCH BASIN TO MATCH GRADE. SEE DET 4, SHT C-02

(5) MAINTAIN AND PROTECT EXIST LUMINAIRE ON POLE

PAVEMENT REHABILITATION LEGEND

ASPHALT CONCRETE PAVING, SEE TYPICAL SECTION, SHT C-01 TO C-02

APPROXIMATE 2 IN SPOT GRIND AND INLAY RESTORATION AREA, SEE NOTE 2 THIS SHT (TYP)

GRADE ASPHALT OR BASE SECTION

TO MAINTAIN POSITIVE DRAINAGE.

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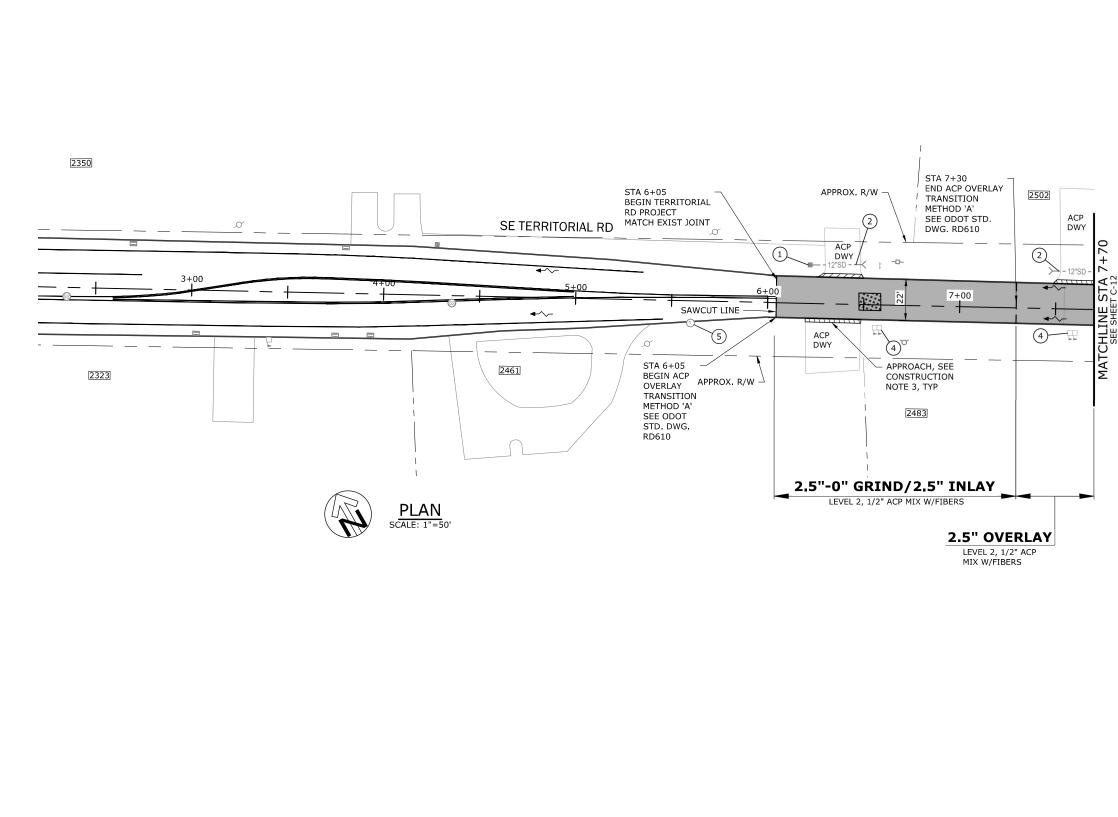
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AGGREGATE APPROACH, SEE DET 6 SHT C-02.





PAVING PLAN AND NOTES	HAINES ROAD PAVING PROJECT				0.01E: APRIL 2024 PROJECT NO.: CI-3-23314
CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION		OREGON CITY, OR 97045	DIRFCTOR	
		CLACKAMAS	COUNTY	DAN JOHNSON	
DESIGNED BY		DRAFTED BY:		CHECKED BY:	AHG
REVISIONS	DATE:				
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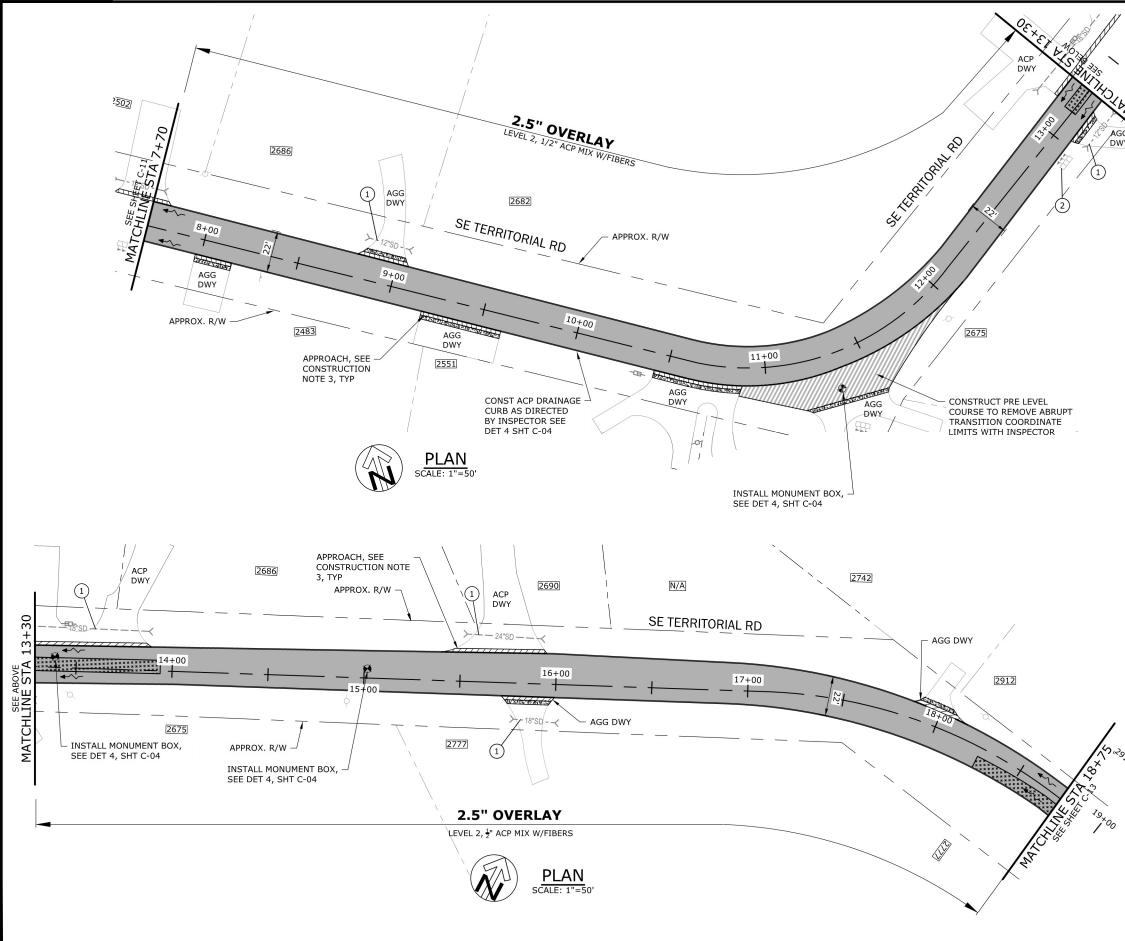
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AGGREGATE APPROACH, SEE DET 6 SHT C-02.

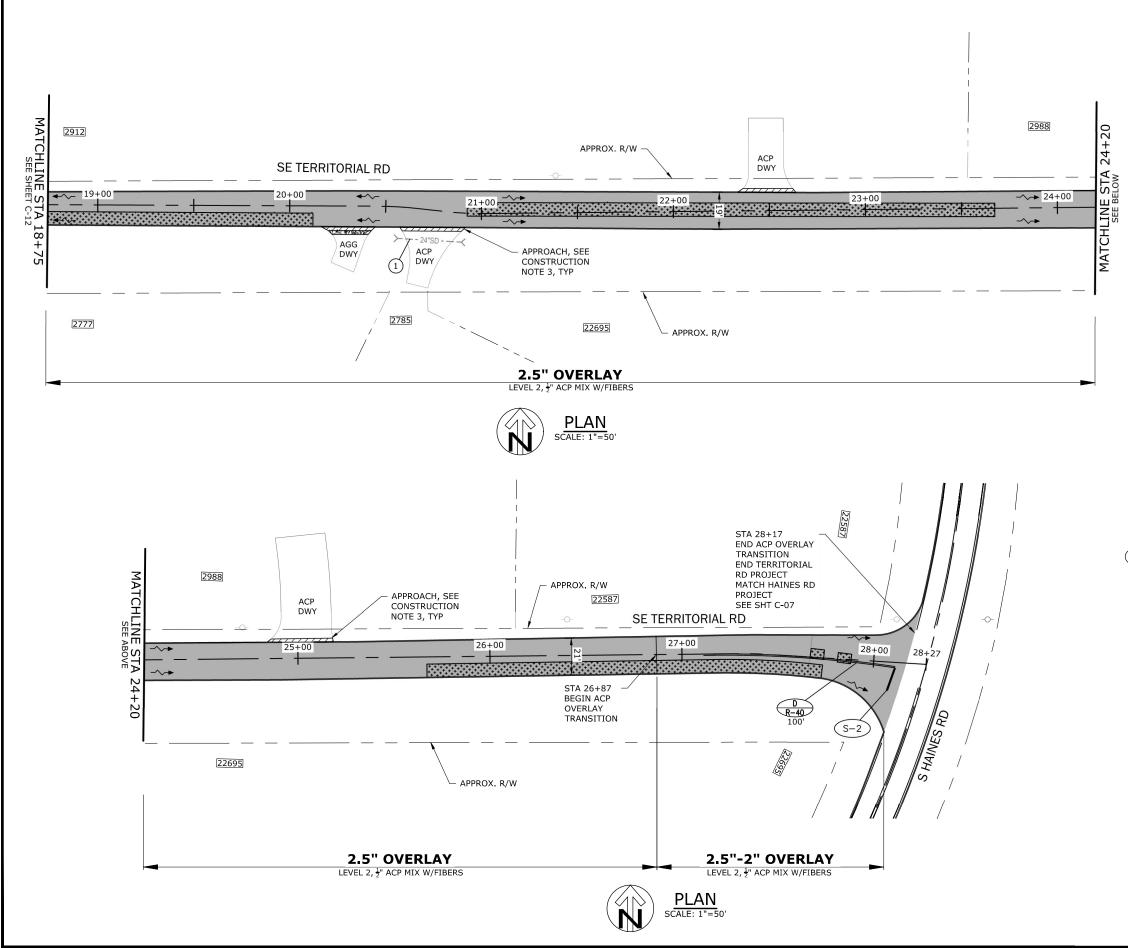




77	PAVING PLAN AND NOTES			HAINES ROAD PAVING PROJECT			RIL 2024 PROJECT NO.: CI-3-23314	
				HAIN			ATE: APRIL 2024	
	CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION	AND DEVELOPMENT		OREGON CITY, OR 97045	DIRFCTOR		
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KEY NOTES:

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PAVEMENT REHABILITATION LEGEND

ASPHALT CONCRETE PAVING, SEE TYPICAL SECTION, SHT C-01 TO C-02

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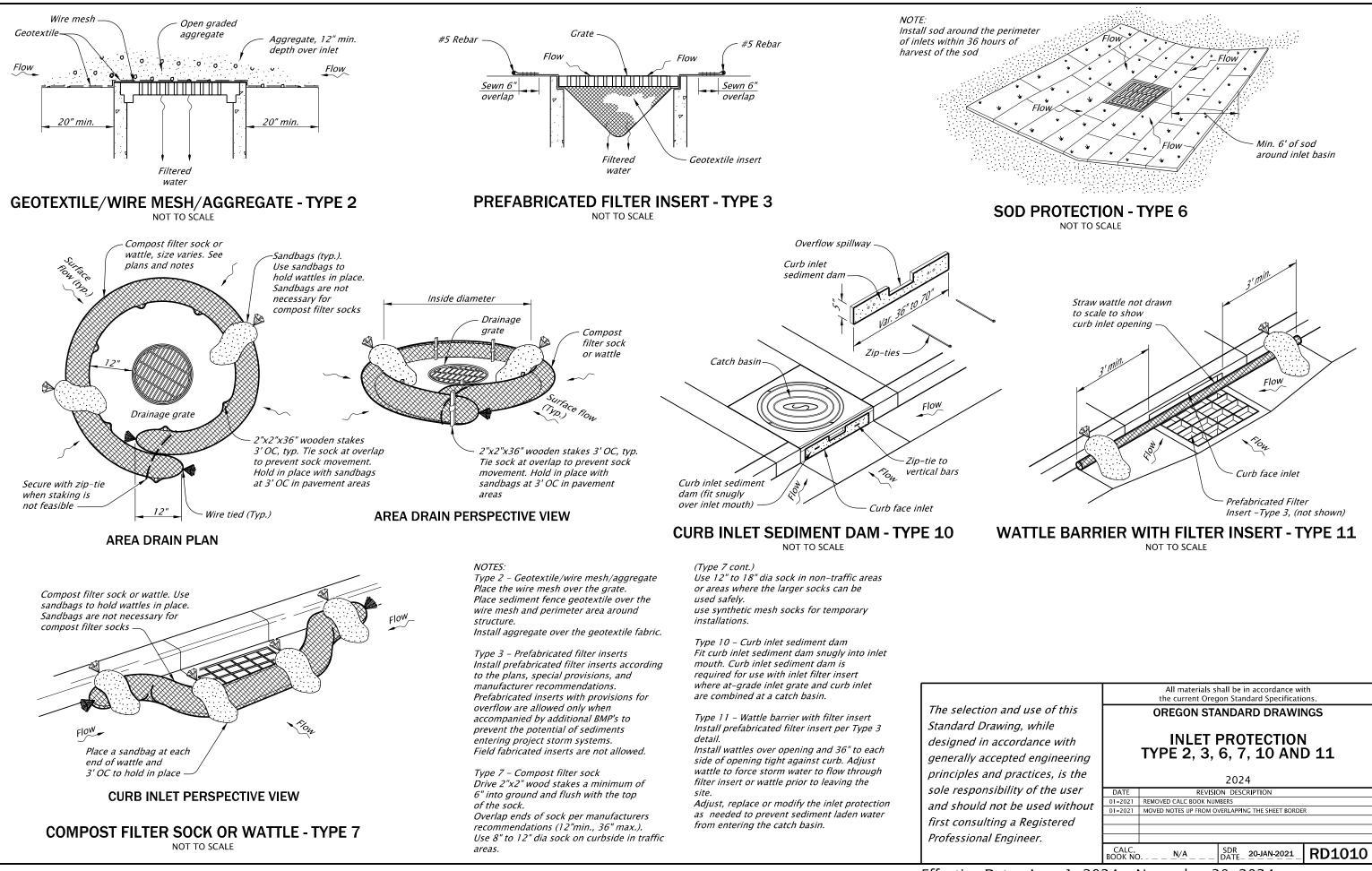
AGGREGATE DWY TRANSITION, SEE DET 3 SHT C-03

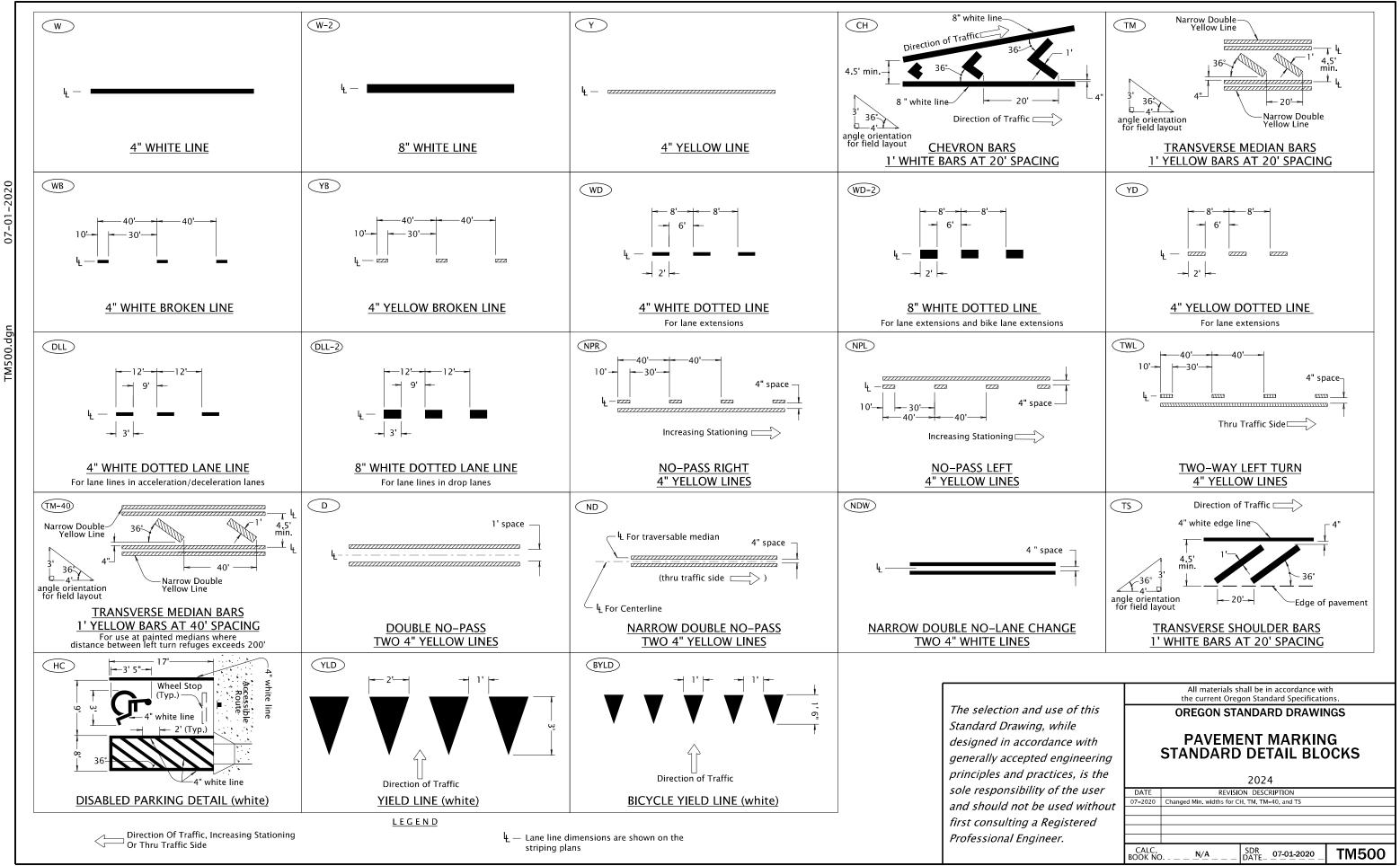


ACP DWY TRANSITION, SEE DET 5 SHT C-02

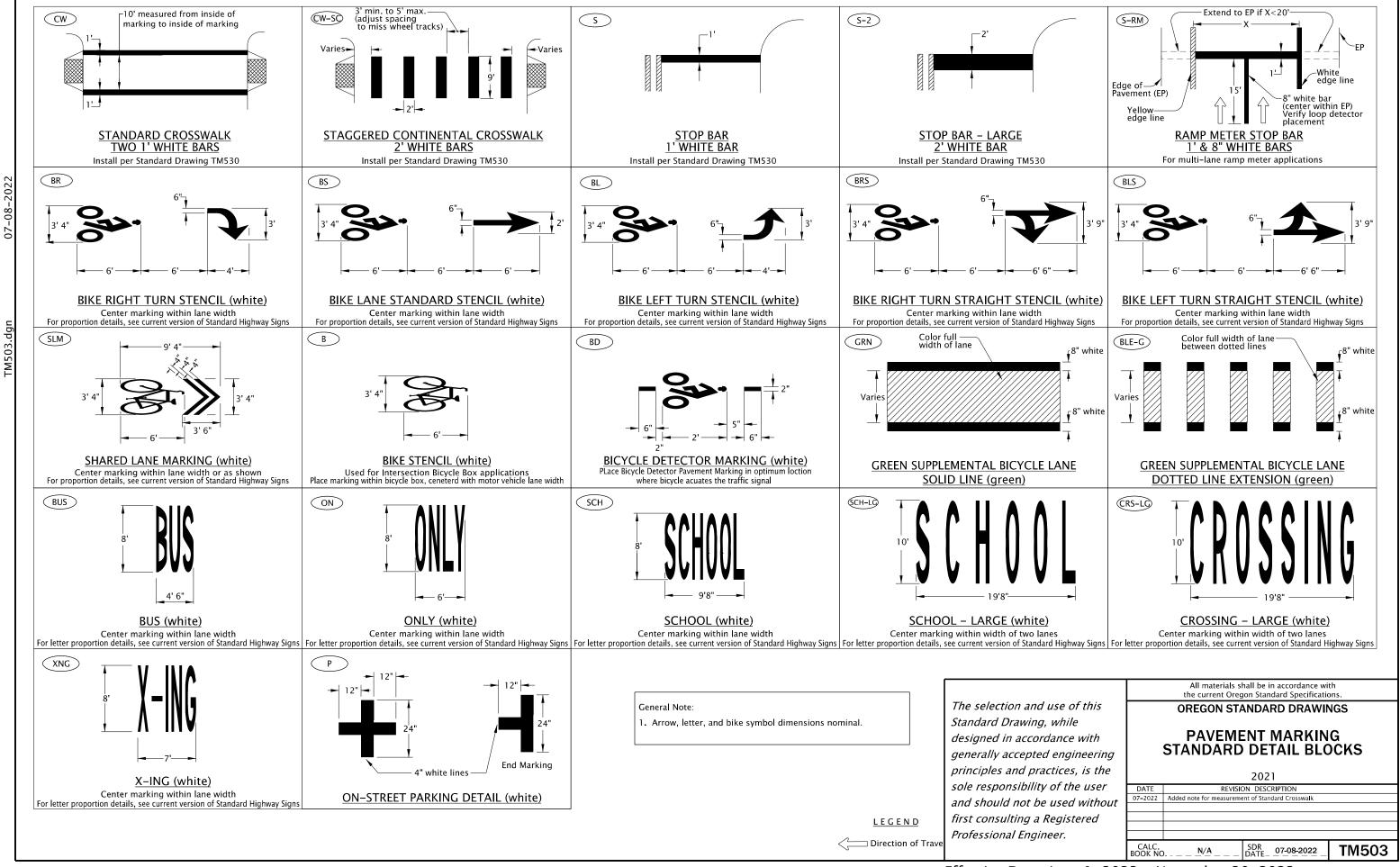


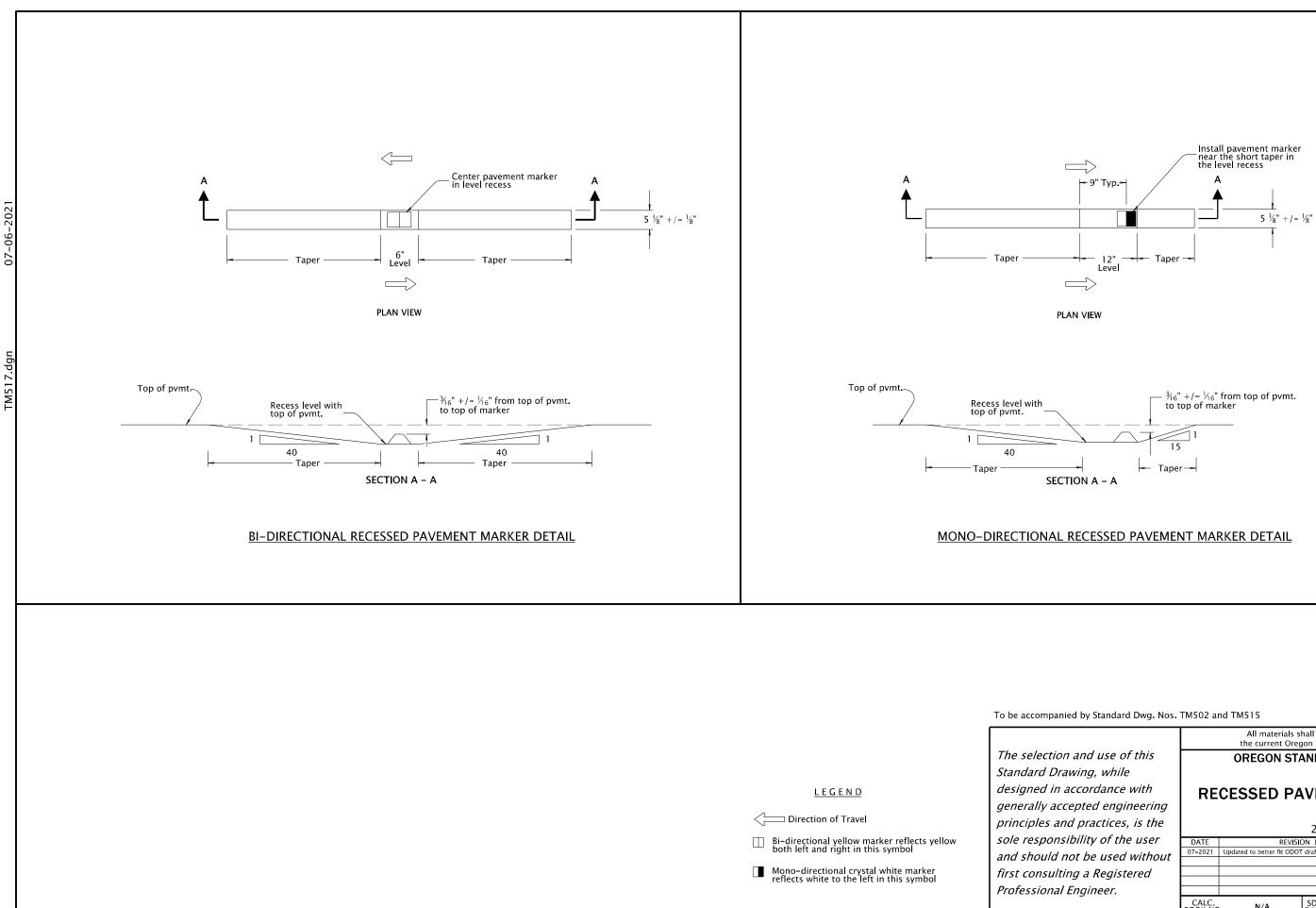
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CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION	AND DEVELOPMENT 150 BEAVERCREEK ROAD	OREGON CITY, OR 97045	DIRECTOR		
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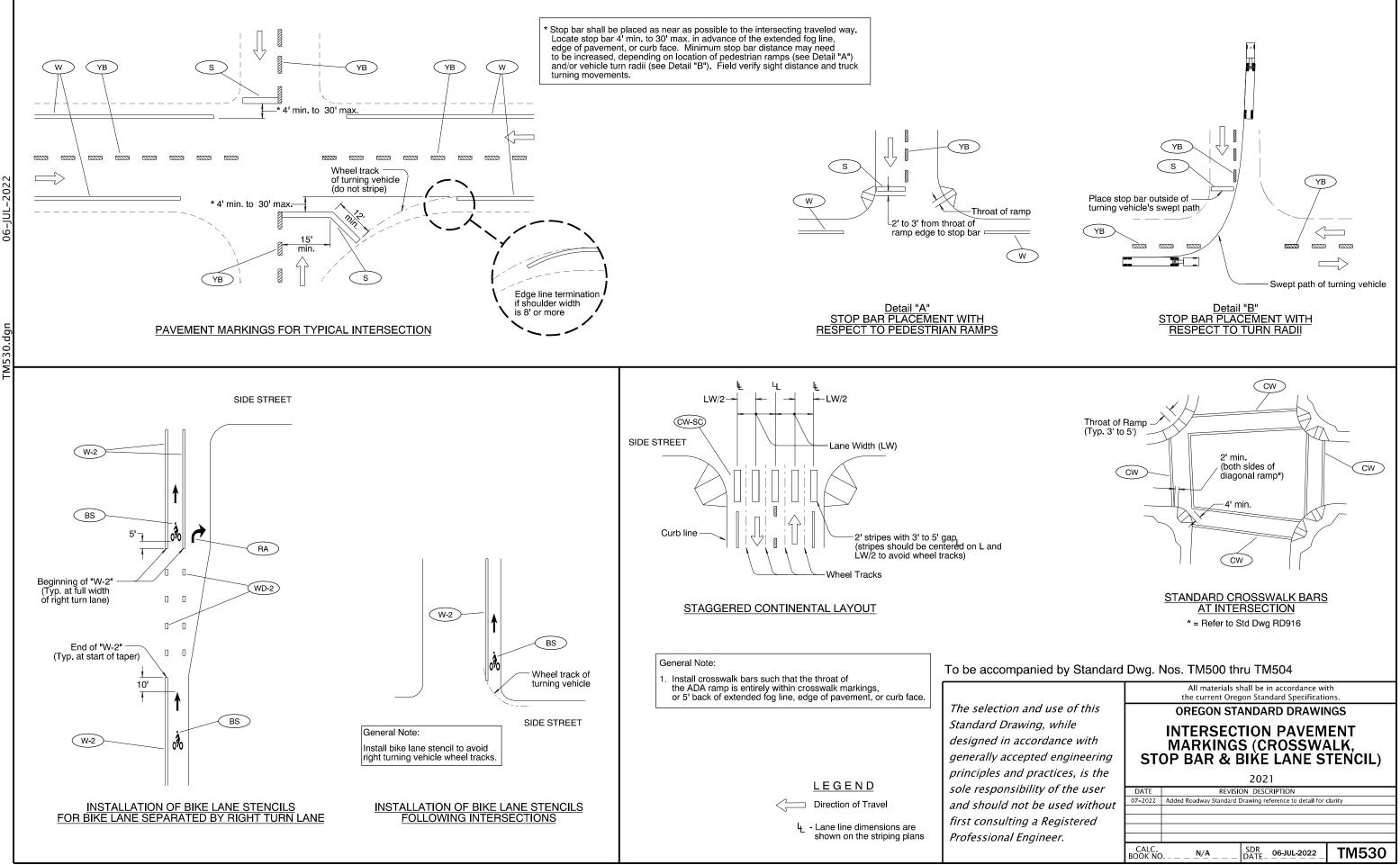


Effective Date: June 1, 2024 - November 30, 2024





		All materials shall be in accordance with the current Oregon Standard Specifications.
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	BOOK NC	DN/A SDR DATE_ 07-06-2021 TM517



TAPER TYPES & FORMULAS			
TAPER	FORMULA		
Merging (Lane Closure)	"L"		
Shifting	"L"/2 or ½"L"		
Shoulder Closure	"L"/3 or ¹ / ₃ "L"		
Flagging (See Drg. TM850)	50' - 100'		
Downstream (Termination)	Varies (See Drawings)		

★ Use Pre-Construction Posted Speed to select the Speed from the Tables below:

TEMPORARY BARRIER FLARE RATE TABLE		
★SPEED (mph)	MINIMUM FLARE RATE	
≤ 30	8:1	
35	9:1	
40	10:1	
45	12:1	
50	14:1	
55	16:1	
60	18:1	
65	19:1	
70	20:1	

2022

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MINIMUM LENGTHS TABLE					
"L" VALUE FOR TAPERS (ft)					
🛨 SPEED (mph)	W = Lane o	r Shoulder Wic	lth being close	ed or shifted	BUFFER "B" (ft)
SPEED (mpn)	$W \leq 10$	W = 12	W = 14	W = 16	
25	105	125	145	165	75
30	150	180	210	240	100
35	205	245	285	325	125
40	265	320	375	430	150
45	450	540	630	720	180
50	500	600	700	800	210
55	550	660	770	880	250
60	600	720	840	960	285
65	650	780	910	1000	325
70	700	840	980	1000	365
			REEWAYS	5	
55	1000	1000	1000	1000	250
60	1000	1000	1000	1000	285
65	1000	1000	1000	1000	325
70	1000	1000	1000	1000	365
NOTES:					

• For Lane closures where W < 10', use "L" value for W = 10'.

For Shoulder closures where W < 10', use "L" value for W = 10' or calculate "L" using formula, for Speeds ≥ 45: L = WS, Speeds < 45: L = S²W/60, S = Speed, W=Width

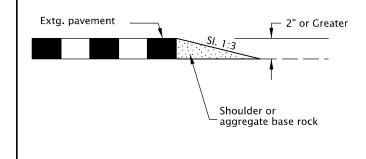
TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE				
★ SPEED (mph)	Sign Spacing (ft)		Max. Channelizing	
	А	В	C	Device Spacing (ft)
20 - 30	100	100	100	20
35 - 40	350	350	350	20
45 - 55	500	500	500	40
60 - 70	700	700	700	40
Freeway	1000	1500	2640	40

NOTES:

Place traffic control devices on 10 ft. spacing for intersection and access radii.
When necessary, sign spacing may be adjusted to fit site conditions. Limit spacing adjustments to 30% of the "A" dimension for all speeds.

NOTES:

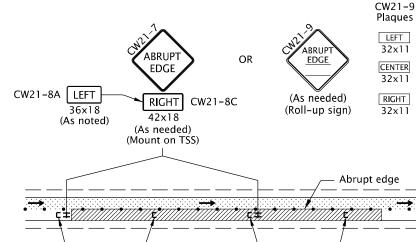
- ٠ When paved shoulders adjacent to excavations are less than four feet wide protect longitudinal abrupt edge as shown.
- Use aggregate wedge when abrupt edge is 2 inches or greater. •



EXCAVATION ABRUPT EDGE

NOTES:

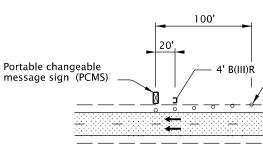
- Abrupt edges may be created by paving, operations, excavations • or other roadway work. Use abrupt edge signing for longitudinal abrupt edges of 1 inch or greater.
- If the excavation is located on left side of traffic, replace the • 8' B(III)R barricades with 8' B(III)L barricades and replace the "RIGHT" (CW21-8C) riders with "LEFT" (CW21-8A) riders.
- Continue signing and other traffic control devices . throughout excavation area at spacings shown.
- If roll-up signs are used, attach the correct (CW21-9) . Plaques to the sign face using hook and loop fasteners. Place roll-up signs in advance of barricades.



8' B(III)R 8' B(III)R 1⁄4 mi. 1⁄4 mi. ¼ mi.

NOTES:

- Install PCMS beyond the outside shoulder, when
- Use the appropriate type of barricade panels for ٠ Right shoulder, use Type B(III)R Left shoulder, use Type B(III)L
- Use six drums in shoulder taper on 20' spacing. barricade may be omitted when PCMS is placed b
- Detail as shown is used for trailered and non-cra • Portable Traffic Signals Smart Work Zone Systems



PORTABLE CHANGEABLE SIGN (PCMS) INSTALL

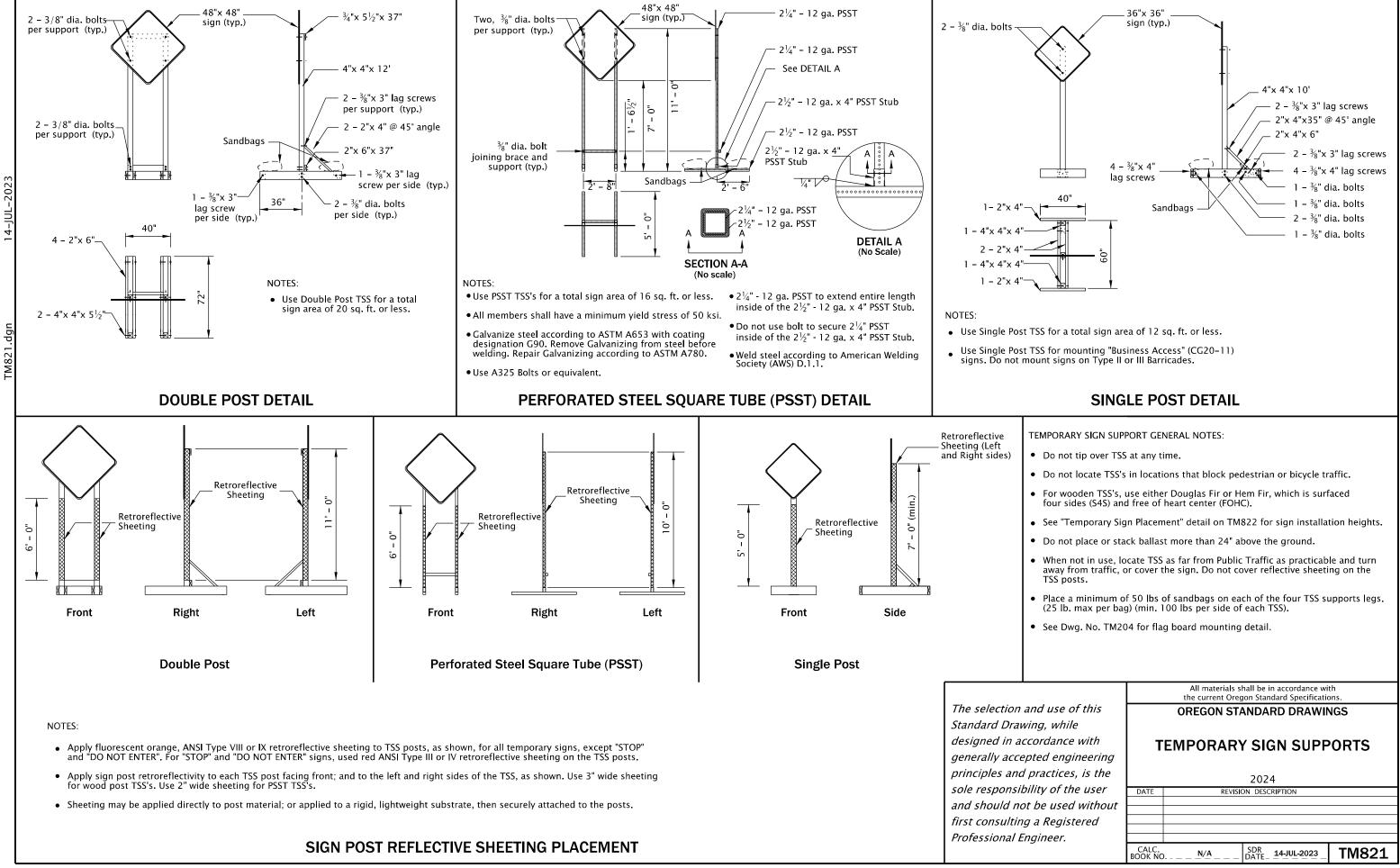
- GENERAL NOTES
- Signs and shown are
- Place a bar sequentia
- Arrows sho to indicate
- All signs a Use fluore: backgroun
- All diamon All other s
- Low speed High spee
- Do not loc
- Combine of
- Coordinate Flaggers,
- To be acco

The selection a Standard Draw designed in acc generally accept principles and practic sole responsibility of and should not be use first consulting a Reg Professional Engineer

TYPICAL ABRUPT EDGE DELINEATION

possible. PCMS location. The drums and behind a roadside barrie ashworthy components				
Temp. Plastic Drur 	ns Flagger Station			
MESSAGE ATION	FLAGGER STATION LIGHTING DELINEATION			
S FOR ALL TCP DRAWINGS: other Traffic Control Devices (TCD) the minimum required. rricade approx. 20' ahead of all arrow boards. own in roadway are directional arrows a traffic movements. tre 48" x 48" unless otherwise shown. scent orange sheeting for the nd of all temporary warning signs. and shaped warning signs mounted on barrier sign supports shall be 36" by 36". igns mounted on barrier sign supports shall be 36" by 36". ind shaped warning signs mounted on barrier sign supports shall be 36" by 36". ind shaped warning signs mounted on barrier sign supports shall be 36" by 36". ind shaped warning signs mounted on barrier sign supports shall be 36" by 36". ind shaped warning signs mounted on barrier sign supports shall be 36" by 36". ind shaped warning signs mounted on barrier sign supports shall be 36" by 36". ind shaped warning signs mounted on barrier sign supports shall be 36" by 36". is at a sign supports in locations designated for bicycle or pedestrian traffic. drawing details to complete temporary traffic control for each work activity. e and control pedestrian movements through a Temporary Accessible Route using Traffic Control Measures, or as directed. ompanied by Dwg. Nos. TM820 & TM821.				
	All materials shall be in accordance with the current Oregon Standard Specifications.			
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-	CALC. BOOK NC	SDR 01-JUL-2022	TM800



	All materials shall be in accordance with the current Oregon Standard Specifications.				
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