



DAN JOHNSON  
DIRECTOR

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

July 13, 2023

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

Board of County Commissioners  
Clackamas County

Approval of a Contract with Brix Paving Northwest, Inc., for the Pilkington Neighborhood Paving Project. Total value of the project is \$399,714.00. Funding is through HB2017 Road Fund. No County General Funds are involved.

<b>Previous Board Action/Review</b>	07/11/2023: Request for Consent		
<b>Performance Clackamas</b>	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Jon Sparks	<b>Contact Phone</b>	503-650-3235

**EXECUTIVE SUMMARY:** This contract will be for the Pilkington Neighborhood Paving Project in Lake Oswego which will resurface approximately 0.5 miles of roads. The roads included are SW Tualata Avenue between SW Jean Road and SW Tualata Court, SW Colby Court between SW Benfield and the cul-de-sac, SW Pilkington Road between SW Dawn Street and SW Childs Avenue and SW Red Wing Court from SW Dawn Street to the cul-de-sac. SW Pilkington Road is classified as a collector and the remaining roads are classified as local roads. This contract will include, but not be limited to: placing approximately, 2,000 tons of asphalt; 11,200 square yards of cold plane pavement removal; placing pavement markings; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. These local roads have an average pavement condition index rating of 35 out of 100 and need to be resurfaced to minimize future maintenance costs.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on March 27, 2023. Bids were publicly opened on April 27, 2023. The County received seven (7) bids: TFT Construction, Inc., \$624,140.00, Eagle-Elsner, Inc., \$520,000.00, Knife River Corporation - Northwest, \$641,600.00, S-2 Contractors, Inc., \$529,412.00, Granite

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Construction Company, \$599,599.00, KNL Industries, Inc., \$535,557.50, and Brix Paving Northwest, Inc., \$399,714.00. After review of the bids, Brix Paving Northwest, Inc., was determined to be the lowest responsive bidder.

**RECOMMENDATION:** Staff recommends that the Board approve this public improvement contract with KNL Industries for the West Clackamas Paving project.

Respectfully submitted,

*Dan Johnson*

Dan Johnson  
Director of Transportation & Development



**CLACKAMAS COUNTY**  
**PUBLIC IMPROVEMENT CONTRACT**  
 Contract #8081

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 **Brix Paving Northwest 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: # 2023-25 Pilkington Neighborhood Paving Project**

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

The Contractor, in consideration of the sum of **Three Hundred Ninety-Nine Thousand Seven Hundred Fourteen Dollars (\$399,714.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted for Alternates, as indicated in the accepted Bid.

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

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

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Pilkington Neighborhood Paving Project CI-3-22344 Clackamas County Department of Transportation and Development Clackamas County, Oregon (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2018) 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 William Stimpson as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

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

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

**3. Key Persons.**

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

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

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

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

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

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

SUBSTANTIAL COMPLETION DATE: August 31, 2023

FINAL COMPLETION DATE: December 31, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

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

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

## **6. Responsibility for Damages/Indemnity.**

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

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

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

## **7. Tax Compliance.**

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the

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

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

### **8. Confidential Information.**

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

### **9. Counterparts.**

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

### **10. Integration.**

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

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

### **11. Liquidated Damages**

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

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

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

11.2 Liquidated damages shall also include the following:

11.1.2. \$500 per 15 minutes, or for a portion of 15 minutes, per lane, as set forth in 00180.85 c;

11.1.3. \$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 (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 to follow.**



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

Contractor DATA:  
**Brix Paving Northwest Inc.**  
**P.O. Box 2388**  
**Tualatin, Oregon 97140**


Contractor CCB # 193102 Expiration Date: 2/22/2025  
Oregon Business Registry # 734183-95 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.*

Brix Paving Northwest Inc.

Clackamas County

<small>DocuSigned by:</small> <i>Scott Omlid</i> <small>5C726A02AE8F4B3...</small>	<small>6/6/2023</small>	_____	_____
Authorized Signature	Date	Chair	Date
scott omlid	Secretary	_____	_____
Name / Title Printed		Recording Secretary	

APPROVED AS TO FORM  
  
\_\_\_\_\_ Date  
County Counsel 06/28/2023



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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

**INVITATION TO BID #2023-25  
Lake Oswego- Pilkington Neighborhood Paving Project  
March 27, 2023**

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **Pilkington Neighborhood Paving Project** until **April 27, 2023, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address: <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No.S-C01010-00006259.

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

**Submitting Proposals: Bid Locker**

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

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

Engineers Estimate: \$580,000.00

**Contact Information**

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

Bids will be opened and publicly read aloud online 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) and Temporary Traffic Control (TTC).**

**State Prevailing Wage**

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

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

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2023 and amended on January 11, 2023, which can be downloaded at the following web address:

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

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



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**INSTRUCTIONS TO BIDDERS**

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

**Article 1. Scope of Work**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Bid Form relates to Bids on a specific Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name: # 2023-25 Lake Oswego- Pilkington Neighborhood 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 (ACP) and Temporary Traffic Control (TTC).**
1. **Electronic Submissions: The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) will only be accepted electronically thru a secure online bid submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted. <https://bidlocker.us/a/clackamascounty/BidLocker>.**

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

**ZOOM LINKS.**

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/84476614712>

Meeting ID: 844 7661 4712

One tap mobile

+12532050468,,84476614712# US

+12532158782,,84476614712# US (Tacoma)

Dial by your location

+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)

+1 719 359 4580 US  
+1 386 347 5053 US  
+1 507 473 4847 US  
+1 564 217 2000 US  
+1 646 876 9923 US (New York)  
+1 646 931 3860 US  
+1 689 278 1000 US  
+1 301 715 8592 US (Washington DC)  
+1 305 224 1968 US  
+1 309 205 3325 US  
+1 312 626 6799 US (Chicago)  
+1 360 209 5623 US

Meeting ID: 844 7661 4712

Find your local number: <https://clackamascountry.zoom.us/j/84476614712>

\*\*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/clackamascountry/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: Brix Paving Northwest Inc.

Total Contract Amount: 399,714.00

Project Name: # 2023-25 Lake Oswego-Pilkington Neighborhood Paving Project

<b>PRIME SELF-PERFORMING:</b> Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
<u>DOW BIDDER WILL SELF-PERFORM (GFE not required)</u>	
Asphalt Paving	Sweeping
Milling	Excavation
Haul	

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

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
<b>Name</b> <b>Address</b> <b>City/St/Zip</b> <b>Phone#</b> <b>OCCB#</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> Specialized Pavement Marking <b>Address</b> 11095 SW Industrial Way <b>City/St/Zip</b> Tualatin OR 97062 <b>Phone#</b> 503-885-0420 <b>OCCB#</b> 238621	Striping	5,393.50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> D&H Flagging <b>Address</b> 1621 SE Pardee St <b>City/St/Zip</b> Portland, OR 97202 <b>Phone#</b> 503-232-2488 <b>OCCB#</b> 216371	Traffic Control	7,300	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Name</b> <b>Address</b> <b>City/St/Zip</b> <b>Phone#</b> <b>OCCB#</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Prime Contractor Name: Brix Paving Northwest Inc.

Total Contract Amount:

Project Name: # 2023-25 Lake Oswego-Pilkington Neighborhood Paving Project

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <b>correct legal name</b> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List <b>ALL</b> DOW performed by Subcontractors	<b>DOLLAR                      AMOUNT OF                      SUBCONTRACT</b>	If Certified or self-reporting MBE/WBE/ESB Subcontractor  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Prime Contractor: Brix Paving Northwest Inc.  
Project: # 2023-25 Lake Oswego-Pilkington Neighborhood 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 SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
A&D Flagging, Inc	Traffic Control	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		No bid	
C.O.A.T. Flagging LLC	Traffic Control	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		No bid	
D&H Flagging, Inc	Traffic Control	4/18/2023			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7300.00		
Green Mountain Excavation LLC	Excavation	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		self performing	
Just Bucket Excavating, Inc	Excavation	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		self performing	
Interlaken	Excavation	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		self performing	
LYB Asphalt Supply & Trucking Company, LLC	Haul	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		self performing	

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

Prime Contractor: Brix Paving Northwest Inc.  
Project: # 2023-25 Lake Oswego-Pilkington Neighborhood 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 SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
Clark Moore Trucking	Haul	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		self performing	
Can Excavating and Trucking, LLC	Haul	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		self performing	
Oregon Asphalt Maintenance Inc.	Striping	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		No bid	
Green Sweep Asphalt Service, LLC	Striping	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		No bid	
DT Striping LLC	Striping	4/18/2023			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		No bid	
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2023-25 Lake Oswego-Pilkington Neighborhood Paving Project

We, Brix Paving Northwest, Inc., as "Principal,"  
(Name of Principal)

and Old Republic Surety Company, an WI Corporation,  
(Name of Surety)

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

Ten percent of the total amount bid and no/100\*\*\* 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. <sup>2023-25</sup>) 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 27th day of April, 2023.

Principal: Brix Paving Northwest, Inc.

Surety: Old Republic Surety Company

By: [Signature]  
Signature

By: Attorney-In-Fact

[Signature]  
Official Capacity

[Signature]  
Name Ashlee Baumgartner

Attest: [Signature]  
Corporation Secretary

PO Box 10167  
Address

Eugene OR 97440  
City State Zip

541-687-1117 541-342-8280  
Phone Fax



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Kristen McGillvrey, Tina A. Costa, Dean R. Pollock, Summer Hugh, James R. Cox, David M. Holland, Ashlee Baumgartner of Eugene, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of November, 2022.

[Signature of Karen J. Haffner]
Assistant Secretary



OLD REPUBLIC SURETY COMPANY
[Signature of Alan Pavlic]
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS
On this 1st day of November, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature of Kathryn R. Pearson]
Notary Public
My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



77 5930
ORSC 22262 (3-06)

Signed and sealed at the City of Brookfield, WI this 27th day of April, 2023.
[Signature of Karen J. Haffner]
Assistant Secretary





CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2023-25 Lake Oswego- Pilkington Neighborhood Paving Project  
 BID CLOSING: April 27, 2023, 2:00 PM, Pacific Time  
 BID OPENING: April 27, 2023, 2:05 PM, Pacific Time

FROM: Brix Paving Northwest Inc.  
 Bidder's Name (must be full legal name, not ABN/DBA)

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

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

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

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

~~Three Hundred Ninety Nine Thousand, Seven Hundred fourteen~~ Dollars (\$ 399,714.00 )  
 and Zero Cents

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

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

• ADDENDA numbered 0 through 0, inclusive (fill in blanks)

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

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

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Lake Oswego- Pilkington Neighborhood Paving Project for Clackamas County**.

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:

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

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

11. Contractor's CCB registration number is 193102. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

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

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is Saif Corporation, Policy No. 760273, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive: <u>William Stimpson</u> ,	Cell Phone: <u>971-224-2209</u> ,
Project Manager: <u>Bill Bracale</u> ,	Cell Phone: <u>971-224-2205</u> ,
Job Superintendent: <u>Jake Dallaserra</u> ,	Cell Phone: <u>971-224-2204</u> ,
Project Engineer: _____,	Cell Phone: _____.

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

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

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

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

NAME OF FIRM      Brix Paving Northwest Inc.

ADDRESS            PO Box 2388


Tualatin, OR

TELEPHONE NO    503-570-9355

EMAIL              admin@brixpaving.com

SIGNATURE 1)     \_\_\_\_\_  
                          Sole Individual

                          or     2)     \_\_\_\_\_  
  Partner

                          or     3)       
  Authorized Officer or Employee of Corporation

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

**Lake Oswego - Pilkington Neighborhood Paving Project**

Summer 2023

page 1 of 2

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
<b>TEMPORARY FEATURES AND APPURTENANCES</b>						
101	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	LS	1	\$5,000.00	\$5,000.00
102	00210	MOBILIZATION	LS	1	\$31,000.00	\$31,000.00
103	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SW TUALATA AVE	LS	1	\$5,200.00	\$5,200.00
104	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SW PILKINGTON RD	LS	1	\$3,500.00	\$3,500.00
105	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SW RED WING CT	LS	1	\$800.00	\$800.00
106	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SW COLBY CT	LS	1	\$700.00	\$700.00
107	00222	TEMPORARY PROJECT INFORMATION SIGNS	SQFT	90	\$35.00	\$3,150.00
108	00280	EROSION CONTROL PLAN	LS	1	\$500.00	\$500.00
109	00290	POLLUTION CONTROL PLAN	LS	1	\$500.00	\$500.00
<i>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</i>						\$50,350.00
<b>ROADWORK</b>						
110	00331	SUBGRADE STABILIZATION	SQYD	670	\$30.00	\$20,100.00
<i>ROADWORK-SUBTOTAL</i>						\$20,100.00
<b>DRAINAGE AND SEWERS</b>						
111	00490	ADJUSTING CATCH BASINS	EACH	3	\$500.00	\$1,500.00
<i>DRAINAGE AND SEWERS - SUBTOTAL</i>						\$1,500.00
<b>BASES</b>						
112	00610	RECONDITION EXISTING ROADWAY	SQYD	3,400	\$1.85	\$6,290.00
113	00620	COLD PLANE PAVEMENT REMOVAL, 0-2 INCHES DEEP	SQYD	900	\$5.00	\$4,500.00
114	00620	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	SQYD	7,700	\$3.20	\$24,640.00
115	00620	COLD PLANE PAVEMENT REMOVAL, 3 INCHES DEEP	SQYD	1,500	\$4.70	\$7,050.00
116	00620	COLD PLANE PAVEMENT REMOVAL, 4 INCHES DEEP	SQYD	1,100	\$4.75	\$5,225.00
117	00641	AGGEREGATE SHOULDERS	TON	10	\$140.00	\$1,400.00
<i>BASES - SUBTOTAL</i>						\$49,105.00

**Lake Oswego - Pilkington Neighborhood Paving Project**

Summer 2023

page 2 of 2

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
<b>WEARING SURFACES</b>						
118	00745	LEVEL 2, 1/2 INCH ACP	TON	2,000	\$108.00	\$216,000.00
119	00748	12 INCH ASPHALT CONCRETE PAVEMENT REPAIR	SQYD	670	\$50.00	\$33,500.00
120	00749	EXTRA FOR AGGREGATE DRIVEWAY TRANSITIONS	EACH	5	\$125.00	\$625.00
121	00749	EXTRA FOR ASPHALT END OF WALKS	EACH	1	\$400.00	\$400.00
122	00749	EXTRA FOR SPOT GRIND AND INLAYS	SQYD	2,300	\$8.50	\$19,550.00
<b>WEARING SURFACES - SUBTOTAL</b>						\$270,075.00
<b>PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES</b>						
123	00855	BI-DIRECTIONAL BLUE TYPE IAR MARKERS	EACH	3	\$60.00	\$180.00
124	00866	DRIBBLE LINE, SPRAYED, SURFACE	FOOT	800	\$2.30	\$1,840.00
125	00866	HI-BUILD PAINT, 25 MIL, SPRAYED, SURFACE	FOOT	3,470	\$1.20	\$4,164.00
<b>PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL</b>						\$6,184.00
<b>PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES</b>						
126	00902	CROSSWALK CLOSURE SUPPORTS	EACH	2	\$1,200.00	\$2,400.00
<b>PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL</b>						\$2,400.00
<b>TOTAL</b>						\$399,714.00

Total Price \_\_\_\_\_ Three Hundred Ninety-Nine Thousand, Seven Hundred Fourteen Dollars and  
 \_\_\_\_\_ Zero Cents

Name of Firm Brix Paving Northwest Inc.

Name (Print) William Stimpson

Signature  Date 4/27/2023

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: #2023-25 Lake Oswego- Pilkington Neighborhood Paving Project**

**BID OPENING: April 27, 2023, 2:00 PM, Pacific Time**

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

**INSTRUCTIONS:**

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

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

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

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

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	<u>None</u>	<u>                    </u>	<u>                    </u>
2.	<u>                    </u>	<u>                    </u>	<u>                    </u>
3.	<u>                    </u>	<u>                    </u>	<u>                    </u>
4.	<u>                    </u>	<u>                    </u>	<u>                    </u>
5.	<u>                    </u>	<u>                    </u>	<u>                    </u>
6.	<u>                    </u>	<u>                    </u>	<u>                    </u>

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: Brix Paving Northwest Inc.

Bidder Signature:  Phone # 503-570-9355



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: YCN7453483
Solicitation: #2023-25
Project Name: Lake Oswego-Pilkington Neighborhood Paving Project
Old Republic Surety

Table with 4 columns: Company, Surety #, Bond Amount No., and Amount. Includes entries for Surety #1, Surety #2, and Total Penal Sum of Bond.

\* If using multiple sureties

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

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

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

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

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

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

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

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

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

Dated this 26<sup>th</sup> day of June, 2023.

**PRINCIPAL:** Brix Paving Northwest, Inc.

By: 

Signature

Pres. / Leand

Official Capacity

Attest:   
Corporation Secretary

**SURETY:** Old Republic Surety Company


*[Add signatures for each if using multiple bonds]*

**BY ATTORNEY-IN-FACT:**

*[Power-of-Attorney must accompany each bond]*

Ashlee Baumgartner

Name



Signature

10260 SW Greenburg Road, Suite 1060

Address

Portland

OR 97223

City

State Zip

800-777-9004

503-245-7986

Phone

Fax





CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: YCN7453483

Solicitation: #2023-25

Project Name: Lake Oswego-Pilkington Neighborhood Paving Project

Old Republic Surety

Company (Surety #1)  
(Surety #2)\*

Bond Amount No. 1: \$ 399,714.00

Bond Amount No. 2:\* \$

\* If using multiple sureties

Total Penal Sum of Bond: \$ 399,714.00

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

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in 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 26 day of June, 2023.

**PRINCIPAL:** Brix Paving Northwest, Inc.

By: [Signature]  
Signature  
President  
Official Capacity

Attest: [Signature]  
Corporation Secretary

**SURETY:** Old Republic Surety Company  
*[Add signatures for each if using multiple bonds]*

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

Ashlee Baumgartner  
[Signature] Name  
Signature  
10260 SW Greenburg Road, Suite 1060  
Address  
Portland OR 97223  
City State Zip  
800-777-9004 503-245-7986  
Phone Fax



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **Kristen McGillvrey, Tina A. Costa, Dean R. Pollock, Summer Hugh, James R. Cox, David M. Holland, Ashlee Baumgartner of Eugene, OR**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of November, 2022

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of November, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

**(Expiration of notary's commission does not invalidate this instrument)**

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77 5930



Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)



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

**PROJECT: #2023-25 Lake Oswego- Pilkington Neighborhood Paving Project**

**Project Background:**

The Lake Oswego – Pilkington Neighborhood Paving Package is an asphalt paving contract. This Contract will resurface 0.5 miles of road including: a portion of SW Tualata Avenue between SW Jean Road and SW Tualata Court; a portion of SW Colby Court between SW Benfield Avenue and the cul-de-sac; SW Pilkington Road between SW Dawn Street and SW Childs Road; SW Red Wing Court from SW Dawn Street and the cul-de-sac. SW Tualata Avenue, SW Colby Court and SW Red Wing Court are classified as urban local streets and SW Pilkington Road is classified as an urban collector. The project will include, but not be limited to: placing approximately, 2,000 tons of asphalt; grinding 11,200 square yards of asphalt; placing pavement markings; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Road improvements will also include mobilization, temporary traffic control, shoulder work, adjusting catch basins, subgrade stabilization, reconditioning of existing roadway, asphalt pavement wearing surfaces, and pavement markings

**Engineers Estimate:** \$580,000.00

**Key Dates:**

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

Substantial Completion: August 31, 2023

Final Completion: December 31, 2023

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 LAKE OSWEGO-PILKINGTON NEIGHBORHOOD PAVING PROJECT- CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, (PAGES 43)

CLACKAMAS COUNTY, LAKE OSWEGO-PILKINGTON NEIGHBORHOOD PAVING PROJECT NO.CI-3-22344 Drawing Set, Dated December 2022 Drawing Set; G01-G02; C-01 – C-08 (10 pages)

**SPECIAL PROVISIONS**  
**FOR**  
**PILKINGTON NEIGHBORHOOD PAVING PROJECT**  
**CI-3-22344**

**CLACKAMAS COUNTY DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT**

**CLACKAMAS COUNTY, OREGON**



Asphalt Paving & Oiling and Temporary Traffic Control

**CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SPECIAL PROVISIONS**


**FOR**

**PILKINGTON NEIGHBORHOOD PAVING PROJECT**

**CI-3-22344**

**CLACKAMAS COUNTY, OREGON**

**PROFESSIONAL OF RECORD CERTIFICATION(s):**

<p>Seal w/signature</p>  <p>REGISTERED PROFESSIONAL ENGINEER 76447</p> <p>OREGON JUNE 2, 2011 ANDREW HENRY GIESY</p> <p>RENEWS</p>	<p>I certify the Special Provisions Sections listed below are applicable to the design for the subject project for traffic and roadway improvements. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section 00210, 00220, 00221, 00222, 00223, 00224, 00225, 00228, 00280, 00290, 00331, 00340, 00490, 00610, 00620, 00641, 00730, 00745, 00748, 00749, 00850, 00855, 00902, 02020, 02510</p>
<p>Date Signed: <u>12-16-2022</u></p>	

## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

#### **PILKINGTON NEIGHBORHOOD PAVING PROJECT, CLACKAMAS COUNTY, OREGON**

The Pilkington Neighborhood Paving Project is an asphalt paving contract. This contract will resurface 0.5 miles of road.

This contract will also resurface a portion of SW Tualata Avenue between SW Jean Road and SW Tualata Court with asphalt. This portion of SW Tualata Avenue is classified as an urban local.

This contract will also resurface a portion of SW Colby Court between SW Benfield Avenue and the cul-de-sac with asphalt. SW Colby Court is classified as an urban local.

This contract will also resurface SW Pilkington Road between SW Dawn Street and SW Childs Road with asphalt. SW Pilkington Road is classified as an urban collector.

This contract will also resurface SW Red Wing Court between SW Dawn Street and the cul-de-sac with asphalt. SW Red Wing Court is classified as an urban local.

This contract will include, but not be limited to: placing approximately, 2,000 tons of asphalt; grinding about 11,200 square yards of asphalt; placing pavement markings, 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 \$590,000.

### **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)  
Temporary Traffic Control (TTC)

## **Section 00110 – Organization, Conventions, Abbreviations and Definitions**

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

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

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

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

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

- American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)
- BidExpress  
[www.bidx.com](http://www.bidx.com)
- EquipmentWatch  
[www.equipmentwatch.com](http://www.equipmentwatch.com)
- ODOT Construction Section  
[www.oregon.gov/odot/construction/pages/index.aspx](http://www.oregon.gov/odot/construction/pages/index.aspx)
- ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://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](http://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/](http://ecm.odot.state.or.us/cf/EBIDS/)
- ODOT Estimating  
[www.oregon.gov/ODOT/Business/Pages/Steel.aspx](http://www.oregon.gov/ODOT/Business/Pages/Steel.aspx)
- Oregon Legislative Counsel  
[www.oregonlegislature.gov/lc](http://www.oregonlegislature.gov/lc)
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms



[www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx](http://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](http://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](http://www.oregon.gov/odot/business/procurement/pages/bid_award.aspx)
- Oregon Secretary of State: State Archives  
[sos.oregon.gov/archives/Pages/default.aspx](http://sos.oregon.gov/archives/Pages/default.aspx)
- ODOT Traffic Control Plans Unit  
[www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx)
- ODOT Traffic Standards  
[www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx)

#### **00110.10 Abbreviations**

Add the following:

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

#### **00110.20 Definitions**-Add the following to this subsection:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Department** – A subdivision of the Agency.

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

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

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

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

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

**ODOT Procurement Office** – Clackamas County Procurement Division.

**Owner** – Synonymous with Agency.

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

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

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

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

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

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

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

**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](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.

<b>Utility</b>	<b>Contact Person's Name and Phone Number</b>
1. Portland General Electric	Tim Anderson Timothy.Anderson2@pgn.com 503-798-0540
2. Ziplly	Scott Binney Scot.Binney@ziplly.com 971-416-6552
3. Lumen	Anglina Wilson Anglina.Wilson@lumen.com 541-888-2010
4. Comcast	Van Mesplay Van_Mesplay@comcast.com 971-801-5787
5. Version/MCI	Steve Carscallen Steven.Carscallen@verizon.com 503-307-8212

- |  |   |
|--|---|
| 6. Water Environmental Services (WES)      | Nick Degliantoni<br>NDegliantoni@clackamas.us<br>971-804-1304     |
| 7. Northwest Natural Gas                   | Rich Girard<br>Richard.Girard@nwnatural.com<br>503-360-921-0314   |
| 8. Rivergrove Water District (Water)       | Janine Casey<br>rgwd@rivergrovewater.com<br>503-635-6041          |
| 9. City of Lake Oswego (Sewer/Water/Storm) | Stefan Broadus, P.E.<br>sbroadus@ci.oswego.or.us.<br>503-635-0267 |

**00150.55 Cooperation with Other Contractors** - Add the following to the end of this subsection:

The following contract work will be ongoing within the Project site during the following times:

<b>Contract Name (Contractor's Name)</b>	<b>Estimated Times (From - To)</b>
Sewer Extension for 19175 Pilkington Road Shawn Webber, Lookout Construction, LLC 541-778-4959	Jan 2023 to Apr 30, 2023

**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 City of Lake Oswego Permits office for the Work. The Contractor shall coordinate, pay for and finalize the project Traffic Control Permit with the City of Lake Oswego as 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(c) 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  
Conzor North America, Inc.

**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.

**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:

**00180.21(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 19, 2022, 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:

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Cooperation with Other Contractors .....	00150.55
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
Opening Sections to Traffic .....	00745.51

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

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

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

**The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site. Project Information Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.**

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

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

Submit the following during the preconstruction conference unless otherwise directed:

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

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

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

Add the following subsection:

**00180.50(h) Contract Time** - Complete all Work to be done under the Contract not later than August 31, 2023.

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

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to 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 \$700 per Calendar Day \*.

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

Add the following subsection:

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

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

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

**00180.85(e) 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).

**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(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.

#### **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.
- Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing.
- Provide and maintain access to garbage containers and garbage pick-up, mail and other regularly scheduled deliveries. Coordinate with school districts and with public transit to minimize impacts and delays for any school and public bus routes.
- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.

**00220.02(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 circulation route 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 the 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 on SW Pilkington Road resulting in one-lane alternating two-way traffic operations under flagger control is allowed during the following times:

- Daily, Monday through Friday, between 9:00 a.m. and 3:00 p.m.
  - Traffic queues are not permitted to extend onto SW Childs Road. Maintain one lane of traffic into the project work zone on SW Pilkington Road from SW Childs Road at all times. Southbound traffic on SW Pilkington Road may be closed to through traffic while pavement Work is in progress on SW Pilkington Road, as long as a detour plan has been approved by the Engineer and fully implemented.

Add the following subsection:

**00220.40(f) Limited Duration Road Closure** - The Contractor will be permitted to close all Traffic Lanes on SW Tualata Avenue, SW Colby Court and SW Red Wing Court for periods not to exceed 2 days in duration for each street during pavement rehabilitation Work, as long as a detour plan has been approved by the Engineer and fully implemented. Local access shall be maintained.

**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 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.

**00225.90(b) 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 for \_\_\_\_\_” 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 for \_\_\_\_\_.”

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

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

**00222.90 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 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 oiling pavement markers for temporary centerline marking as follows:

- Place and maintain one temporary flexible oiling pavement marker on 40-foot spacing in tangent and curve sections except as below.

- Place and maintain one temporary flexible oiling 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 oiling 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 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

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

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

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

**00228.13 Temporary Curb Ramps** - Add the following sentence to the end of this subsection:

Furnish truncated dome detectable warning surface for temporary curb ramps from the QPL according to 00759.12.

**00228.43 Temporary Curb Ramps** - Add the following paragraph to the end of this subsection:

Install a minimum 2 foot wide truncated dome detectable warning surface on temporary curb ramps at pedestrian street crossings. Omit truncated dome detectable warning surfaces on temporary curb ramps that are not at a pedestrian street crossing.

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

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

**00228.90 Payment** - Add the following paragraph after the paragraph that begins “In item (c), the type...”:

Item (c) includes furnishing and installing truncated dome detectable warning surfaces.

**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** - Replace this section 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**

**Measurement**

(a) Erosion Control Plan.....Lump Sum

Item (a) includes:

- furnishing, installing, maintaining and removing all erosion and sediment control measures, materials, devices, stabilization and all equipment, labor, materials and incidentals necessary to complete the Work
- developing, revising, and documenting the ESCP
- mobilization
- monitoring activities to maintain effective functioning
- furnishing, stockpiling, protecting, restocking, and removing emergency Materials
- preparing Project for a period of extended non-activity
- inspecting, maintaining, and removing erosion control devices
- restoring, mulching, tacking, and seeding all disturbed ground, Work, and storage areas not otherwise covered

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.

**END OF 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 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:

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.

### END SECTION

## SECTION 00610 - RECONDITIONING EXISTING ROADWAY

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

**00610.00 Scope** – Supplement this subsection with the following:

If existing paved surfaces and bases are to be removed, the performance, measurement, and payment of the Work will be according to Section 00620 as indicated in the Contract Schedule of Items.

**00610.15 Quality Control** – Add the following sentence to the end of this subsection:

Following final grading and compaction of existing subgrade and aggregate base, conduct proof-roll deflection testing in accordance with 00330.43(c).

**00610.42 Aggregate Subbase, Base and Surfacing** – Supplement this subsection with the following:

Finish the surface to the necessary grade which establishes a smooth and driveable surface free from bumps, humps or other vertical abnormalities. Establish positive drainage which matches or improves the existing conditions of the site prior to grading. Grading shall be approved by the Engineer prior to paving.

Add the following section:

**00610.44 Protect Existing Subgrade** – The Contractor shall protect the existing roadway base and subgrade from damage following asphalt 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 or parking construction vehicles on exposed subgrades or aggregate covered subgrades, the haul equipment or parked construction vehicles 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:

The quantities of finishing roadbeds will be measured on the area basis, computed by multiplying the length of the roadway by the width of the roadbed actually graded, compacted, and finished as accepted by the Engineer.

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

**Pay Item**

**Unit of Measurement**

(a) Reconditioning Existing Roadway.....Square Yard

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

Item (a) includes all labor, equipment and materials necessary to trim, shape, finish, compact and proof-roll the roadway in preparation for new asphalt concrete pavement placement. Payment also includes all materials, equipment and labor necessary to protect the subgrade from damage prior to and during new asphalt concrete pavement construction.

No additional payment will be made for additional aggregate imported and constructed onsite as required to achieve the desired cross section and finished grading of the roadway.

No additional pavement will be made for additional grading necessary to re-establish existing drainage patterns, improve drainage patterns as noted on the plans or provide a smooth and driveable roadway free of ruts, depressions and irregularities.

**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:

Through traffic is not allowed on the cold planed surface (local access only). Before opening the area to through 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 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.

**END SECTION**

**SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications.

**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:

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

Add the following Subsection:

**00744.25 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.

**00745.42 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 inches.

All pre-leveling work must be performed at the direction of the Engineer and quantities identified on the schedule of prices are approximate. Asphalt concrete mixture to achieve the necessary pre-leveling work will be paid on 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.

**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.

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 local access traffic. Local access traffic will be allowed on the top Base Course up to two Calendar Days.

Before beginning Wearing 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.

**00745.80 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 paragraph that begins "No separate or additional..." with the following paragraph:

No separate or additional payment will be made for:

- 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.

### **END SECTION**

### **SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES**

Comply with Section 00759 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** - Replace this section 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:

<b>Pay Item</b>	<b>Measurement</b>
a) Extra for Aggregate Driveway Transitions.....	Each
b) Extra for Asphalt End of Walks.....	Each
c) Extra for Spot Grind and Inlays.....	Square Yard

Item (a) includes the additional Work required to construct aggregate driveway transitions. Asphalt concrete pavement will be measured and paid for separately. No separate or additional payment will be made for:

- saw cutting
- removal of existing surfaces
- reconditioning existing surfaces
- furnishing and placing aggregate bases
- asphalt tack coat

Item (b) includes the additional Work required to construct ACP end of walks. Asphalt concrete pavement will be measured and paid for separately. No separate or additional payment will be made for:

- saw cutting
- removal of existing surfaces
- reconditioning existing surfaces
- furnishing and placing aggregate bases
- asphalt tack coat

Item (c) 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.

No additional measurement or payment will be made for the Work required to construct asphalt approach transitions.

## **END SECTION**

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

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

**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 modified as follows:

**00855.90 Payment** - Replace the Pay Items (i) and (j) with the following Pay Items:

- (i) Bi-Directional Blue Type IAR Markers..... Each
- (j) Bi-Directional Blue Type IAR Markers, Recessed..... Each

**END SECTION**

**SECTION 00902 - CROSSWALK CLOSURE SUPPORTS**

Section 00902, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**00902.00 Scope** - This Work consists of constructing crosswalk closure supports and associated signs as shown.

**Materials**

**00902.10 Materials** - Furnish Materials meeting the following requirements:

- Commercial Grade Concrete ..... 00440
- Steel ..... 01070.10 and 01070.12
- Signs..... 00940

**Construction**

**00902.40 General** - Install crosswalk closure supports and associated signs as shown or directed.

**Measurement**

**00902.80 Measurement** - The quantities of crosswalk closure supports will be measured on the unit basis. No separate measurement will be made for signs attached to crosswalk closure supports.

**Payment**

**00902.90 Payment** - The accepted quantities of Work done under this Section will be paid for at the Contract unit price, per each, for the item "Crosswalk Closure Supports".

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

**END SECTION**

**SECTION 02020 - WATER**

Comply with Section 02020 of the Standard Specifications.

**END SECTION**

**SECTION 02510 - REINFORCEMENT**

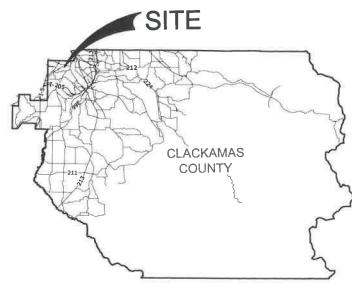
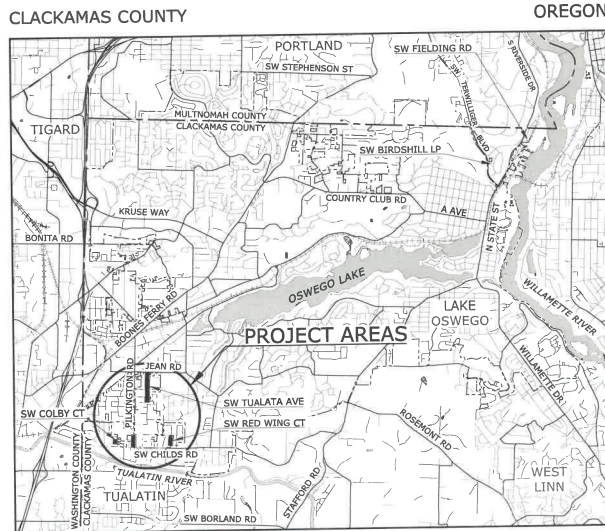
Comply with Section 02510 of the Standard Specifications.

**END SECTION**

**CLACKAMAS COUNTY**  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
 PLANS FOR PROPOSED PROJECT  
 ASPHALT CONCRETE GRINDING AND PAVING  
**PILKINGTON NEIGHBORHOOD PAVING PROJECT**  
 2023 PAVEMENT PRESERVATION  
 CI-3-22344



INDEX OF SHEETS	
G-01	COVER SHEET
G-02	GENERAL NOTES AND LEGEND
C-01 TO C-02	TYPICAL SECTIONS
C-03 TO C-04	PAVING DETAILS
C-05 TO C-08	PAVING PLAN AND NOTES



**VICINITY MAP**  
 NOT TO SCALE



T. 1S, R. 1E SEC. 35  
 T. 2S, R. 1E SEC. 02, 03, & 18

**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) 235-1997.



COVER SHEET PILKINGTON NEIGHBORHOOD PAVING PROJECT DATE: DECEMBER 2022 PROJECT NO.: CI-3-22344	CLACKAMAS COUNTY DIRECTOR DAN JOHNSON
	REVISIONS NO. DATE:

C:\VFC\_P\projects\223445 - Clackamas County, OR - Lake Oswego Paving Package\Design Services\CD\Drawings\223445-08-C.dwg (6-01, 12/16/2022, 12:28 PM) ANGEL CASTRO 23-01 (1/15, 1/16)



**GENERAL NOTES:**

- INSTALL SIX SETS (2 SIGNS PER SET) OF PROJECT SIGNS PRIOR TO COMMENCING WITH WORK. MOUNT PAVING AND COMMUNITY ROAD FUND SIGNS TO SINGLE WOOD SUPPORT. MOUNT PROJECT NOTIFICATION SIGN TO SINGLE WOOD SUPPORT. INSTALL AT THE ENTRANCE TO EACH WORK ZONE ON EACH SHEET. COORDINATE FINAL LOCATION WITH INSPECTOR. SEE PROJECT SIGN DETAILS, THIS SHEET.

**VERTICAL DATUM AND BASIS OF BEARINGS:**

- ALL PLAN INFORMATION IS BASED ON CITY OF LAKE OSWEGO GIS DATA AND 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 WILL REQUIRE FIELD VERIFICATION THROUGH A PROPER RIGHT-OF-WAY RESOLUTION.

**PAVING NOTES:**

- 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.



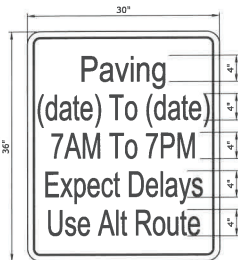
**NOTES:**

- 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**



**PAVING SIGN**



**PROJECT NOTIFICATION SIGN**

**SIGN NOTES:**

- SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.
- TEXT FONT TO BE FHWA C.
- COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE: [HTTP://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE](http://web1.clackamas.us/pga/logo.html#guide).
- CONTRACTOR'S APPROVED SCHEDULE TO DETERMINE DATES ON PROJECT NOTIFICATION SIGN.

**PROJECT SIGN DETAIL**  
SCALE: NTS

**TRAFFIC CONTROL/PHASING NOTES:**

- CONTRACTOR SHALL FOLLOW AN APPROVED PHASING PLAN THAT MEETS THE MINIMUM REQUIREMENTS AS 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.
- 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 THE CURRENT EDITION OF THE MUTCD AND THESE CONTRACT DOCUMENTS.

**ODOT STANDARD DRAWINGS (EFFECTIVE DATE 12/1/2022-5/31/2023):**

- RD615
- RD900
- RD901
- RD952
- RD1010
- TM240
- TMS50
- TMS80
- TM820
- TM821
- TM822
- TM840
- TM841
- TM844
- TM850

**ABBREVIATIONS**

AC	ASPHALTIC CONCRETE	PVMT	PAVEMENT
ACP	ASPHALTIC CONCRETE PAVEMENT	R/W	RIGHT-OF-WAY
ADJ	ADJACENT	S/W	SIDEWALK
AGG	AGGREGATE	SHT	SHEET
APPROX	APPROXIMATE	STA	STATION
C/L	CENTERLINE	STD	STANDARD
CONC	CONCRETE	THK	THICK/THICKNESS
DWG	DRAWING	TYP	TYPICAL
DWY	DRIVEWAY	W/	WITH
EXIST	EXISTING	WES	WATER
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	SLP	SLOPE
ODOT	OREGON DEPARTMENT OF TRANSPORTATION		
PC	POINT OF CURVE		

**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 SURVEY MONUMENT	⊕
EXISTING COMMUNICATIONS RISER	⊕
EXISTING UTILITY POLE/STREET LIGHT	⊕
EXISTING UTILITY POLE GUY WIRE	⊕
EXISTING LIGHT	⊕
EXISTING UTILITY PULL BOX	⊕
PROPOSED SAWCUT	-----



GENERAL NOTES AND LEGEND  
PILKINGTON NEIGHBORHOOD  
PAVING PROJECT

CLACKAMAS COUNTY  
DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
1000 NE CLACKAMAS AVENUE  
OREGON CITY, OR 97040

DESIGNED BY:	ARC
DRAWN BY:	DKH
CHECKED BY:	AHG
DATE:	
REVISIONS	
SHEET NO.	G-02



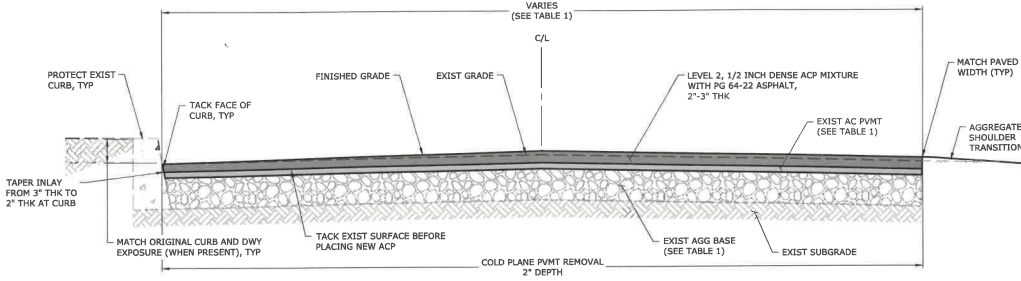
888 SW 5TH AVENUE, SUITE 1170  
PORTLAND, OREGON 97204  
P 503.225.9010

PROJECT NO. C-3-22-344  
DATE: DECEMBER 2022

DIRECTOR  
DAN JOHNSON

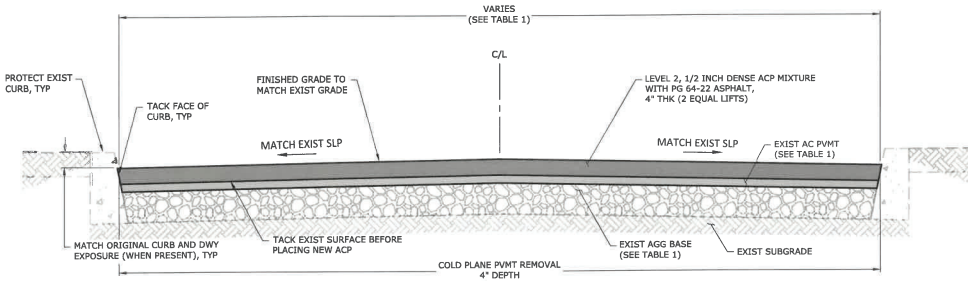


**TYPICAL SECTION SHOWN**  
(SEE SHEET C-05 THROUGH C-08 FOR LOCATIONS OF VARIATIONS TO SECTION WIDTHS AND DIMENSIONS)



**2" GRIND AND 3" OVERLAY WITH TAPERED EDGE TYPICAL SECTION**  
SCALE: NTS

TABLE 1					
STREET NAME	PAVEMENT CORE NO.	STREET WIDTH	EXISTING ACP DEPTH (AS CORED)	EXISTING AGGREGATE BASE DEPTH (AS CORED)	PAVEMENT CORE STATION
TUALATA ROAD	C-9	32'	3.5"	11.5	7+24
TUALATA ROAD	C-10	32'	6.0"	4.0"	11+05
PILKINGTON ROAD	C-12	28'	9.5"	NP	4+02
PILKINGTON ROAD	C-13	28'	8.0"	2.0"	4+22



**4" GRIND AND INLAY TYPICAL SECTION**  
SCALE: NTS

**NOTES:**

- GRINDING TO THE DEPTH SHOWN MAY RESULT IN FULL REMOVAL OF THE EXISTING ACP. CONTRACTOR SHALL RECONDITION EXISTING ROADWAY PRIOR TO PAVING.
- 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. SEE PAVING DETAILS ON SHEET C-03.



REGISTERED PROFESSIONAL ENGINEER 76447  
 DIGITALLY SIGNED 09/06/2022 12:14 12:57:58-08:00  
 OREGON  
 JUNE 2, 2011  
 ANDREW HENRY GIESY  
 RENEWS 6-30-23

**TYPICAL SECTIONS**  
 PILKINGTON NEIGHBORHOOD PAVING PROJECT  
 DATE: DECEMBER, 2022  
 PROJECT NO. C-3-22344

**CLACKAMAS COUNTY**  
 DEPT. OF TRANSPORTATION AND DEVELOPMENT  
 1000 NE CLACKAMAS ROAD  
 PORTLAND, OREGON 97206  
 DIRECTOR  
 DAN JOHNSON

DESIGNED BY: ARC  
 DRAWN BY: DKH  
 CHECKED BY: AHG  
 REVISIONS  
 NOT DATE:

Sheet No. **C-01**

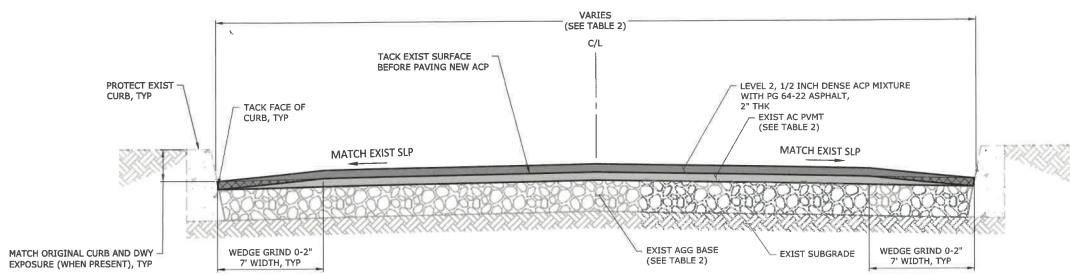
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TYPICAL SECTIONS  
 PILKINGTON NEIGHBORHOOD  
 PAVING PROJECT  
 DATE: DECEMBER 2022  
 PROJECT NO. C-3-22344

CLACKAMAS COUNTY  
 DEPT. OF TRANSPORTATION  
 AND DEVELOPMENT  
 1000 NE CLACKAMAS AVENUE  
 PORTLAND, OREGON 97232  
 DIRECTOR  
 DAN JOHNSON

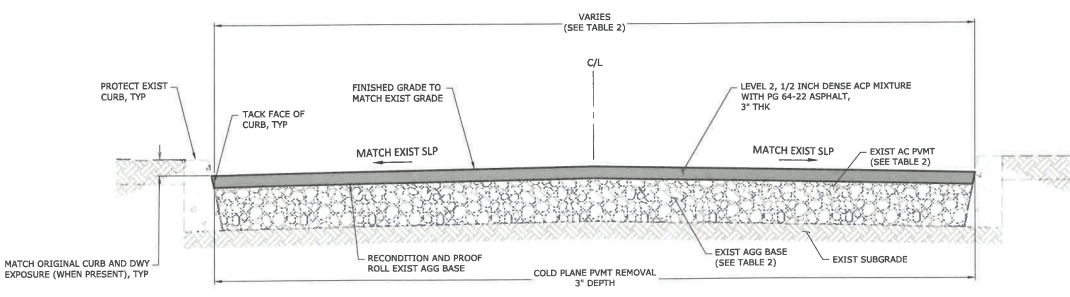
**TYPICAL SECTION SHOWN**  
 (SEE SHEET C-05 THROUGH C-08 FOR LOCATIONS OF VARIATIONS TO SECTION WIDTHS AND DIMENSIONS)



**2" OVERLAY WITH WEDGE GRIND**  
 SCALE: NTS

TABLE 2					
STREET NAME	PAVEMENT CORE NO.	STREET WIDTH	EXISTING ACP DEPTH (AS CORED)	EXISTING AGGREGATE BASE DEPTH (AS CORED)	PAVEMENT CORE STATION
RED WING CT	C-11	32'	1.8"	8.2"	2+45
COLBY CT	C-14	28'	2.5"	7.5"	2+51

- NOTES:**
- GRINDING TO THE DEPTH SHOWN MAY RESULT IN FULL REMOVAL OF THE EXISTING ACP. CONTRACTOR SHALL RECONDITION EXISTING ROADWAY PRIOR TO PAVING.
  - 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. SEE PAVING DETAILS ON SHEET C-03.

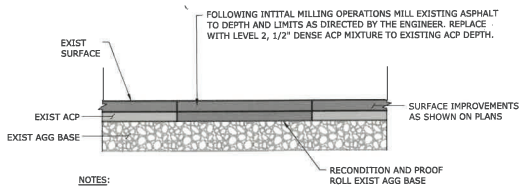


**3" GRIND AND INLAY TYPICAL SECTION**  
 SCALE: NTS



DESIGNED BY:	ARC
DRAWN BY:	DKH
CHECKED BY:	AHG
REVISIONS	
NOT DATE:	
SHEET NO.	C-02

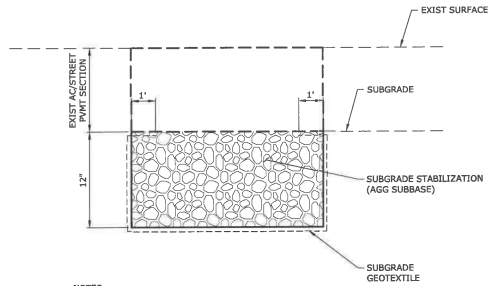
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**NOTES:**

1. LOCATION AS DIRECTED BY THE ENGINEER.
2. LOCATIONS MAY REQUIRE ASPHALT CONCRETE PAVEMENT REPAIR AND/OR SUBGRADE STABILIZATION IF SOFT AT DEPTH.

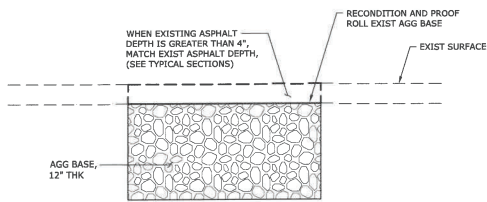
**ACP SPOT GRIND AND INLAY** 1  
SCALE: NTS



**NOTES:**

1. LOCATION AS DIRECTED BY THE ENGINEER.
2. TO BE USED WHEN PREVIOUS PAVEMENT ACTIVITIES REVEAL POOR SUBGRADE CONDITIONS OR AS DIRECTED BY THE ENGINEER.

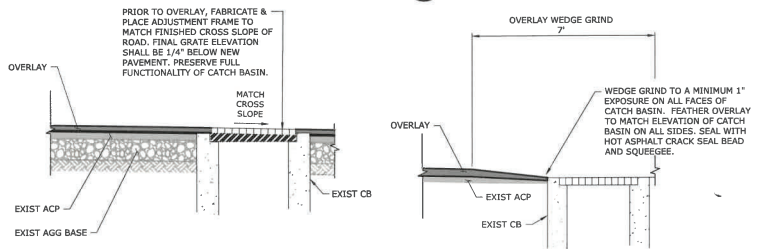
**12-INCH SUBGRADE STABILIZATION** 3  
SCALE: NTS



**NOTES:**

1. LOCATION AS DIRECTED BY THE ENGINEER.
2. LOCATIONS MAY REQUIRE SUBGRADE STABILIZATION IF SOFT AT DEPTH.

**12-INCH ASPHALT CONCRETE PAVEMENT REPAIR** 2  
SCALE: NTS



**NOTES:**

1. FRAME SHALL BE IN ACCORDANCE WITH WES STANDARD DRAWING D.4 SMM CB-4.0.
2. FIELD VERIFY EACH CATCH BASIN AND CONFIRM ADJUSTMENT WITH INSPECTOR PRIOR TO FABRICATING ADJUSTMENT FRAME.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO INCLUDE MATERIALS AND WELDING DETAILS TO MOUNT NEW FRAMES TO EXISTING FRAMES FOR ADJUSTMENT.
4. WELDED FRAME SHALL REPLICATE THE FULL GRATE SUPPORT PROVIDED BY THE EXISTING FRAME.

**CATCH BASIN ADJUSTMENT** 4  
SCALE: NTS

**CATCH BASIN FEATHER** 5  
SCALE: NTS



**TYPICAL SECTIONS**

**PILKINGTON NEIGHBORHOOD PAVING PROJECT**

CLACKAMAS COUNTY  
DEPT. OF TRANSPORTATION AND DEVELOPMENT  
1000 NE CLACKAMAS COUNTY OREGON CITY, OR 97046

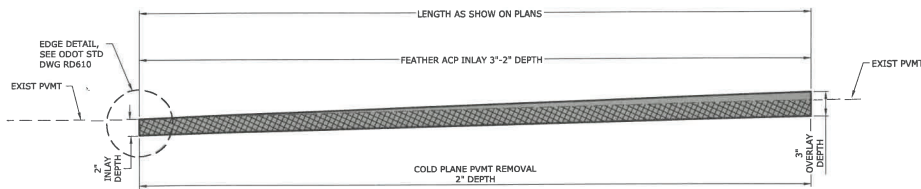
DESIGNED BY: ARC  
DRAWN BY: DKH  
CHECKED BY: AHG

DIRECTOR: DAN JOHNSON

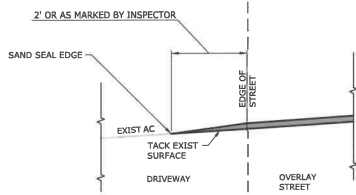
PROJECT NO.: C-3-22344  
DATE: DECEMBER 2022

Sheet No. **C-03**

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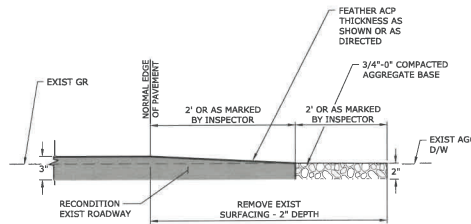


**OVERLAY TRANSITION DETAIL**  
SCALE: NTS

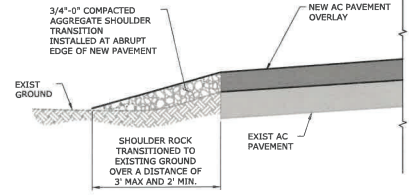


**NOTES:**  
1. WHERE COLD PLANE PAVEMENT REMOVAL IS NOT SPECIFIED, FEATHER NEW ACP INTO DRIVEWAY AS SHOWN ON PLANS, OR AS MARKED IN THE FIELD BY THE INSPECTOR FROM OVERLAY DEPTH TO 0\"/>

**ACP DRIVEWAY TRANSITION**  
SCALE: NTS

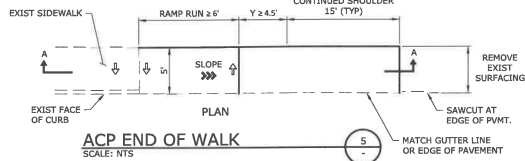
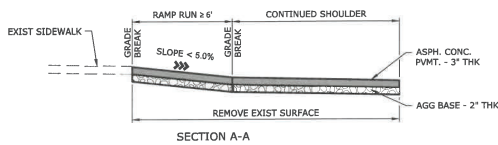


**AGGREGATE DRIVEWAY TRANSITION**  
SCALE: NTS



**NOTES:**  
1. SHOULDER ROCK TRANSITION SHALL NOT ALTER EXISTING DRAINAGE CONDITIONS.

**AGGREGATE SHOULDER TRANSITION**  
SCALE: NTS



**ACP END OF WALK**  
SCALE: NTS

**PAVING DETAILS**

**PILKINGTON NEIGHBORHOOD PAVING PROJECT**

---

**CLACKAMAS COUNTY**  
DEPT. OF TRANSPORTATION AND DEVELOPMENT  
1000 NE CLACKAMAS AVENUE  
CLACKAMAS COUNTY, OREGON 97046

DIRECTOR  
DAN JOHNSON

---

**REVISIONS**

NO.	DATE	DESCRIPTION

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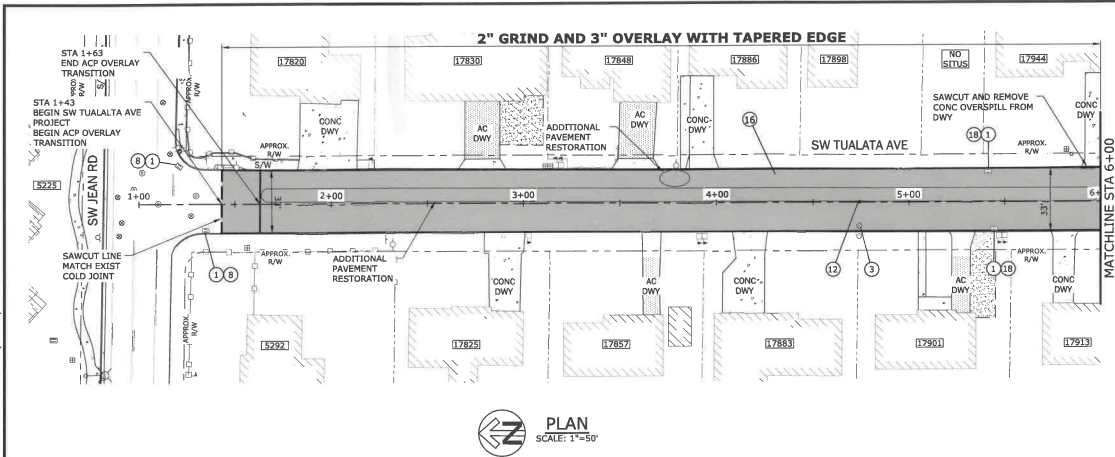
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DRAWN BY: DKH  
CHECKED BY: AHG

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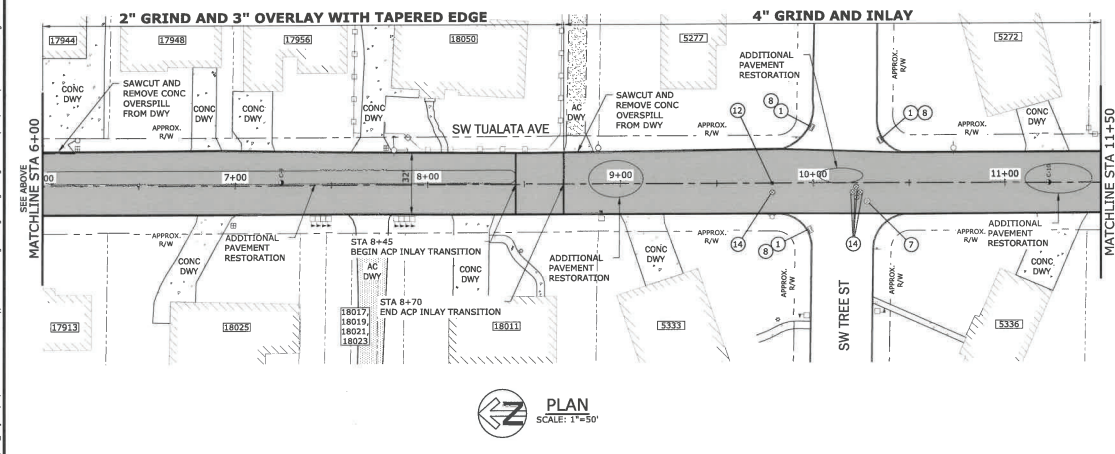
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**PLAN**  
SCALE: 1"=50'



**PLAN**  
SCALE: 1"=50'



**CONSTRUCTION NOTES:**

1. FOR ROADWAY PAVING IMPROVEMENTS, SEE TYPICAL SECTION SHEET C-01 THRU C-02.
2. 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. SEE PAVING DETAIL ON SHEET C-03.

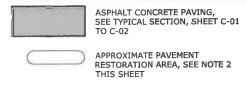
**PAVEMENT MARKING NOTES:**

1. INSTALL NEW PAVEMENT MARKINGS AS CALLED OUT WITH (C) PER ODOT STD DWGS.
2. RECORD EXISTING PAVEMENT MARKINGS AND REPLACE MARKINGS IN EXISTING CONFIGURATION AFTER PAVING UNLESS OTHERWISE SHOWN OR DIRECTED BY THE ENGINEER. CONTRACTOR SHALL COORDINATE LAYOUT WITH INSPECTOR PRIOR TO PLACEMENT.

**KEY NOTES:**

- (1) INSTALL TYPE 3 INLET PROTECTION, SEE ODOT STD DWG RD1010.
- (2) ADJUST EXISTING WATER/GAS VALVE BOX TO MATCH FINISHED GRADE (COORD' WITH UTILITY)
- (7) MAINTAIN AND PROTECT EXIST MANHOLE.
- (8) MAINTAIN AND PROTECT EXIST CATCH BASIN.
- (12) INSTALL BLUE PAVEMENT MARKER
- (13) MAINTAIN AND PROTECT EXIST WATER/GAS VALVE BOX (COORD' WITH UTILITY)
- (14) PROTECT TREE ROOTS (COORD' WITH COUNTY ARBORIST)
- (15) FEATHER ACP OVERLAY AT CATCH BASIN TO MATCH GRADE, SEE DET 5 SHT C-03

**PAVEMENT REHABILITATION LEGEND**



**consor**  
888 SW 5TH AVENUE, SUITE 1170  
PORTLAND, OREGON 97204  
P 503.225.9010

**REGISTERED PROFESSIONAL ENGINEER**  
OREGON  
ANDREW HENRY GIESY  
RENEWS 6-30-23

**CLACKAMAS COUNTY**  
DEPT. OF TRANSPORTATION AND DEVELOPMENT  
1000 NE CLACKAMAS AVENUE  
CLACKAMAS COUNTY, OREGON 97045

**PAVING DETAILS**  
**PILKINGTON NEIGHBORHOOD**  
**PAVING PROJECT**

DESIGNED BY: ARC  
DRAWN BY: DKH  
CHECKED BY: AHG

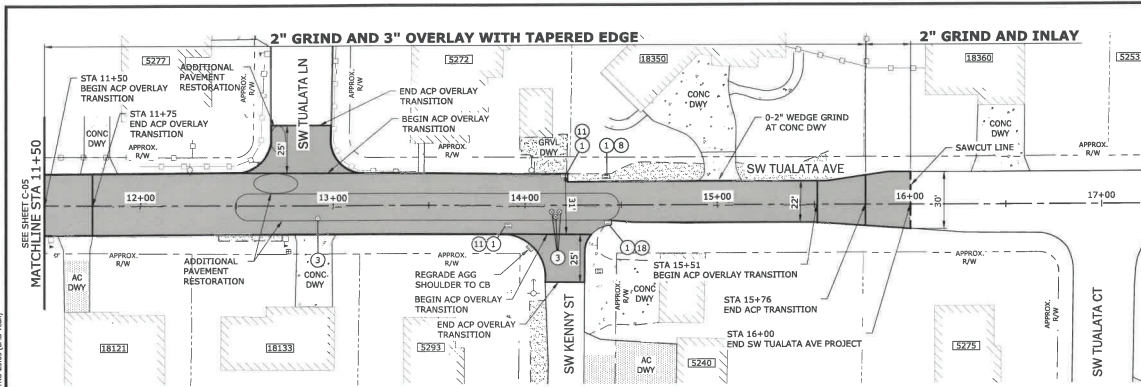
DATE: DECEMBER 2022  
PROJECT NO: C-3-22344

REVISIONS

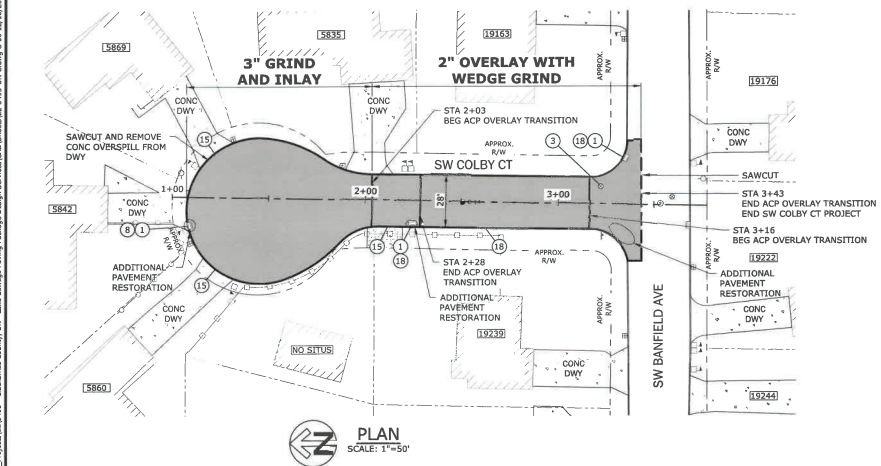
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Sheet No. **C-05**

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**PLAN**  
SCALE: 1"=50'



**PLAN**  
SCALE: 1"=50'



- CONSTRUCTION NOTES:**
- FOR ROADWAY PAVING IMPROVEMENTS, SEE TYPICAL SECTION SHEET C-01 THRU C-02.
  - 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. SEE PAVING DETAIL ON SHEET C-03.

- PAVEMENT MARKING NOTES:**
- INSTALL NEW PAVEMENT MARKINGS AS CALLED OUT WITH (C) PER ODOT STD DWGS.
  - RECORD EXISTING PAVEMENT MARKINGS AND REPLACE MARKINGS IN EXISTING CONFIGURATION AFTER PAVING UNLESS OTHERWISE SHOWN OR DIRECTED BY THE ENGINEER. CONTRACTOR SHALL COORDINATE LAYOUT WITH INSPECTOR PRIOR TO PLACEMENT.

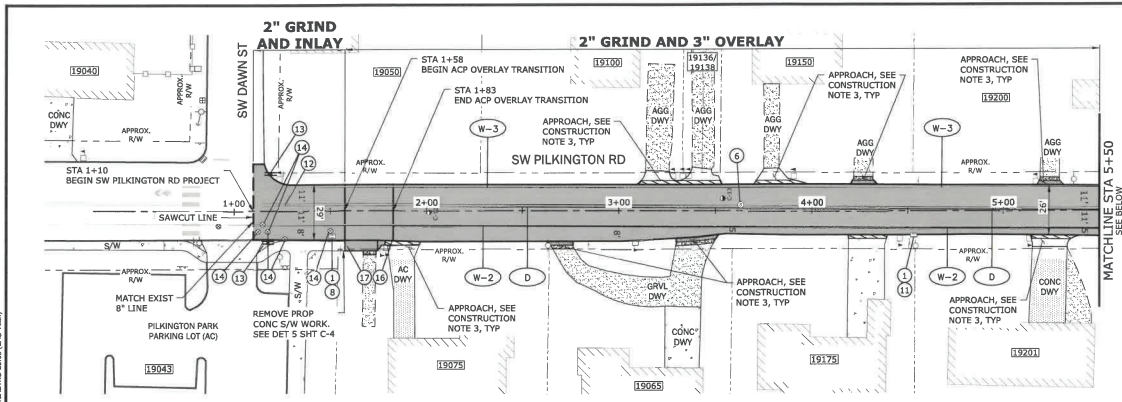
- KEY NOTES:**
- INSTALL TYPE 3 INLET PROTECTION, SEE ODOT STD DWG RD1010.
  - ADJUST EXISTING WATER/GAS VALVE BOX TO MATCH FINISHED GRADE (COORD WITH UTILITY)
  - MAINTAIN AND PROTECT EXIST CATCH BASIN.
  - ADJUST EXIST CATCH BASIN, SEE DET 4 ON SHT C-03
  - ADJUST FINISH GRADE TO ALLOW FOR DRAINAGE AND REDUCE DWY LIP HEIGHT TO 3/4" LIP MAX.
  - PROTECT TREE ROOTS (COORD WITH COUNTY ARBORIST)
  - FEATHER ACP OVERLAY AT CATCH BASIN TO MATCH GRADE, SEE DET 5 SHT C-03

- PAVEMENT REHABILITATION LEGEND**
- ASPHALT CONCRETE PAVING, SEE TYPICAL SECTION, SHEET C-01 TO C-02
  - APPROXIMATE PAVEMENT RESTORATION AREA, SEE NOTE 2 THIS SHEET

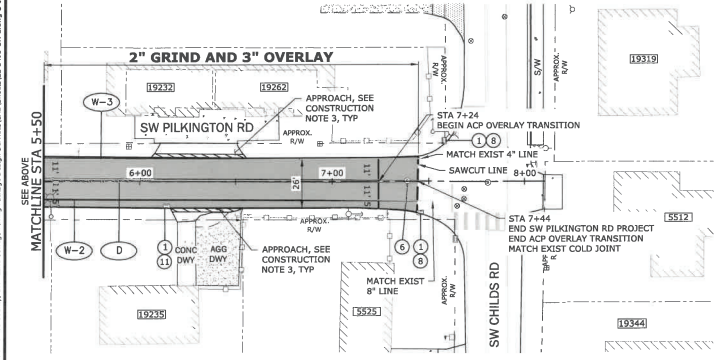
**consor**  
888 SW 5TH AVENUE, SUITE 1170  
PORTLAND, OREGON 97204  
P 503.225.9010

REGISTERED PROFESSIONAL ENGINEER 76447 DIGITALLY SIGNED Date: 2022.12.16 13:08:39-08'00' OREGON JUNE 2, 2011 ANDREW HENRY GIESY RENEWS 6-30-23	PAVING PLAN AND NOTES PILKINGTON NEIGHBORHOOD PAVING PROJECT DATE: DECEMBER 2022 PROJECT NO: C-3-2344
	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT ROAD DESIGN DIVISION CLACKAMAS COUNTY, OR 97045 DIRECTOR DAN JOHNSON
DESIGNED BY: ARC DRAWN BY: DKH CHECKED BY: AHG	REVISIONS NOT DATE:
SHEET NO. C-06	

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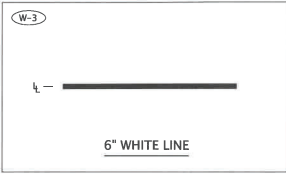
**PLAN**  
SCALE: 1"=50'



**PLAN**  
SCALE: 1"=50'

**PAVEMENT REHABILITATION LEGEND**

- ASPHALT CONCRETE PAVING, SEE TYPICAL SECTION, SHEET C-01 TO C-02
- ASPHALT DWY TRANSITION, SEE DET 2, SHT C-04
- AGGREGATE DWY TRANSITION, SEE DET 3 SHT C-04



**CONSTRUCTION NOTES:**

1. FOR ROADWAY PAVING IMPROVEMENTS, SEE TYPICAL SECTION SHEET C-01 THRU C-02.
2. 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. SEE PAVING DETAIL ON SHEET C-03.
3. ASPHALT AND AGGREGATE SHOWN ON THE PLANS ARE VISUAL FOR ESTIMATING PURPOSES ONLY. APPROACHES SHALL BE BUILT PER THE INSPECTOR'S FIELD LAYOUT. SEE DETAILS ON SHEET C-04.

**PAVEMENT MARKING NOTES:**

1. INSTALL NEW PAVEMENT MARKINGS AS CALLED OUT WITH (W) PER ODOT STD DWGS.
2. RECORD EXISTING PAVEMENT MARKINGS AND REPLACE MARKINGS IN EXISTING CONFIGURATION AFTER PAVING UNLESS OTHERWISE SHOWN OR DIRECTED BY THE ENGINEER. CONTRACTOR SHALL COORDINATE LAYOUT WITH INSPECTOR PRIOR TO PLACEMENT.

**KEY NOTES:**

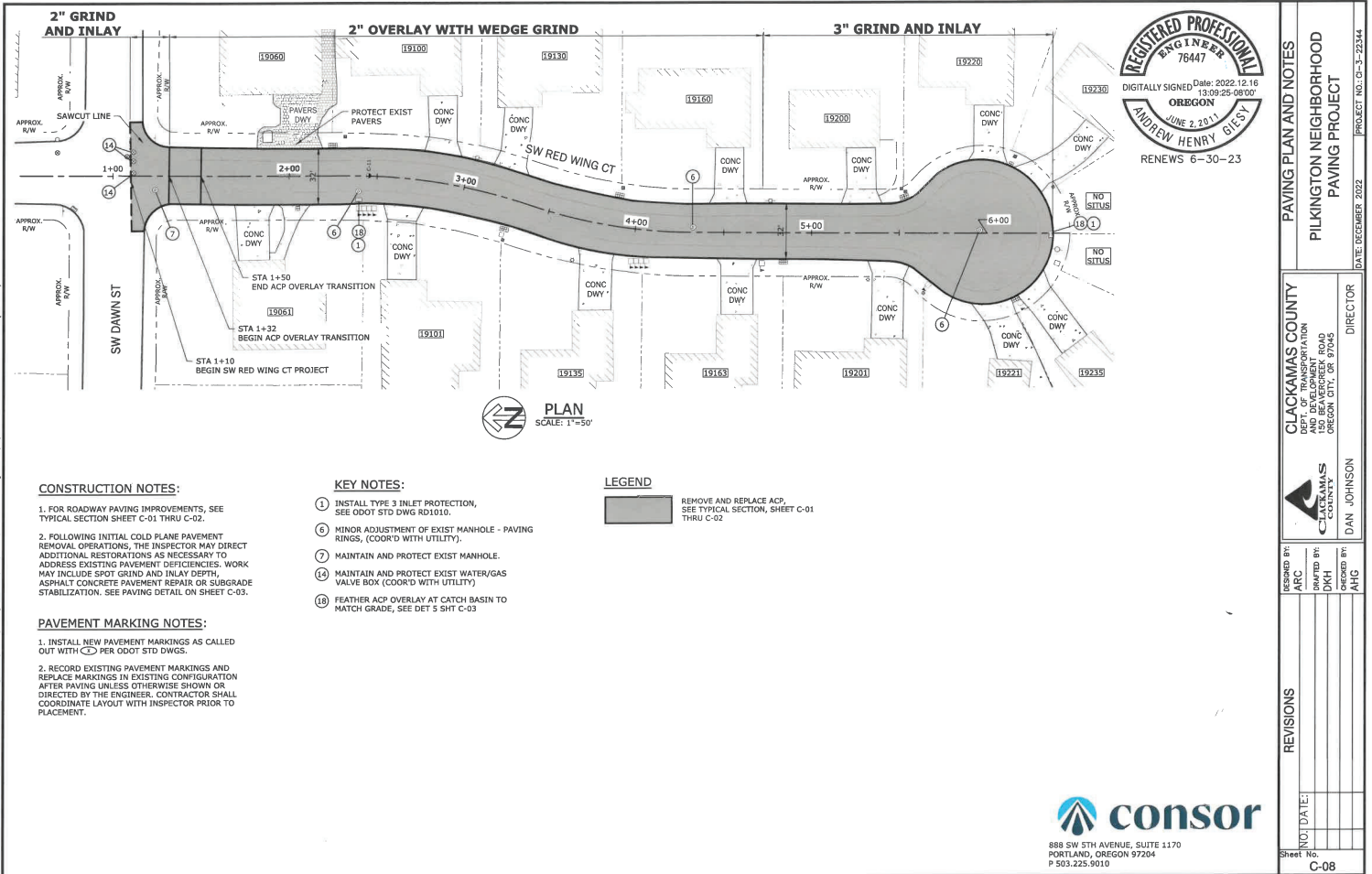
1. INSTALL TYPE 3 INLET PROTECTION, SEE ODOT STD DWG RD1010.
2. MINOR ADJUSTMENT OF EXIST MANHOLE - PAVING RINGS, (COORD WITH UTILITY).
3. MAINTAIN AND PROTECT EXIST CATCH BASIN.
4. ADJUST EXIST CATCH BASIN, SEE DET 4 ON SHT C-03
5. INSTALL BLUE PAVEMENT MARKER
6. INSTALL CROSSWALK CLOSURE SUPPORT, SEE ODOT STD DWG TM240
7. MAINTAIN AND PROTECT EXIST WATER/GAS VALVE BOX (COORD WITH UTILITY)
8. PROTECT TREE ROOTS (COORD WITH COUNTY ARBORIST)
9. CONSTRUCT ACP END OF WALK, SEE DET 5 ON SHT C-04



<p><b>REVISIONS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>CHKD</th> <th>CHKD BY</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	CHKD	CHKD BY																<p><b>PAVING PLAN AND NOTES</b></p> <p><b>PILKINGTON NEIGHBORHOOD PAVING PROJECT</b></p> <p>CLACKAMAS COUNTY PLANNING &amp; DEVELOPMENT CLACKAMAS COUNTY, OR 97006</p> <p>DAN JOHNSON DIRECTOR</p> <p>PROJECT NO. C-3-22344 DATE: DECEMBER 2022</p>
NO.	DATE	BY	CHKD	CHKD BY																	

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**REGISTERED PROFESSIONAL ENGINEER**  
 76447  
 OREGON  
 JUNE 2 2011  
**ANDREW HENRY GIESKY**  
 RENEWS 6-30-23

<b>PAVING PLAN AND NOTES</b>	
PILKINGTON NEIGHBORHOOD PAVING PROJECT	
CLATSOP COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT ROAD AND BRIDGE DIVISION OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON
DATE: DECEMBER 2022	PROJECT NO. C-3-22344
DESIGNED BY: ARC	DRAWN BY: DKH
CHECKED BY: AHG	
NOT DATE:	
REVISIONS:	
Sheet No.	C-08

**CONSTRUCTION NOTES:**

- FOR ROADWAY PAVING IMPROVEMENTS, SEE TYPICAL SECTION SHEET C-01 THRU C-02.
- 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. SEE PAVING DETAIL ON SHEET C-03.

**PAVEMENT MARKING NOTES:**

- INSTALL NEW PAVEMENT MARKINGS AS CALLED OUT WITH C-02 PER ODOT STD DWGS.
- RECORD EXISTING PAVEMENT MARKINGS AND REPLACE MARKINGS IN EXISTING CONFIGURATION AFTER PAVING UNLESS OTHERWISE SHOWN OR DIRECTED BY THE ENGINEER. CONTRACTOR SHALL COORDINATE LAYOUT WITH INSPECTOR PRIOR TO PLACEMENT.

**KEY NOTES:**

- INSTALL TYPE 3 INLET PROTECTION, SEE ODOT STD DWG RD1010.
- MINOR ADJUSTMENT OF EXIST MANHOLE - PAVING RINGS, (COORD WITH UTILITY).
- MAINTAIN AND PROTECT EXIST MANHOLE.
- MAINTAIN AND PROTECT EXIST WATER/GAS VALVE BOX (COORD WITH UTILITY)
- FEATHER ACP OVERLAY AT CATCH BASIN TO MATCH GRADE, SEE DET 5 SH1 C-03

**LEGEND**

REMOVE AND REPLACE ACP, SEE TYPICAL SECTION, SHEET C-01 THRU C-02

**consor**  
 888 SW 5TH AVENUE, SUITE 1170  
 PORTLAND, OREGON 97204  
 P 503.225.9010

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