



DAN JOHNSON
DIRECTOR

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

December 12, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Public Improvement Contract with Western Construction for the El Camino Way Stormwater Improvements project. Total Contract Value is \$689,577 for 18 months. Funding is through County-approved American Rescue Plan Act funds. No County General Funds are involved.

Previous Board Action/Review	04/18/24: BCC approval of a resolution declaring the public necessity and purpose for acquisition of right of way, easements and fee property and authorizing good faith negotiations and condemnation actions with DTD/Transportation Engineering for the El Camino Stormwater Improvements ARPA Project. 12/10/24: Request for consent.		
Performance Clackamas	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.		
Counsel Review	11/26/2024, AN	Procurement Review	Yes
Contact Person	Mike Oleson	Contact Phone	503-742-4698

EXECUTIVE SUMMARY: This contract is for the El Camino Way Stormwater Improvements American Rescue Plan Act (ARPA) Project, which includes conveyance of the stormwater runoff on El Camino Way. The El Camino Way area near Thiessen Road has experienced heavy flooding and the project will provide stormwater improvements to provided capacity to meet a 10-year storm event along SE El Camino Way. The Project proposed to install 9 manholes, 2 catch basins, connect into 5 existing structures, and install 1,418 feet of new stormwater conveyance pipe. The project also will install, maintain, and remove temporary work zone traffic control measures, and perform incidental work as called for by the specifications and plans.

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Funding for this contract is from the federal American Rescue Plan Act. Construction is expected to take five months with substantial completion of the project required by July 31, 2025.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on September 18, 2024, through Invitation to Bid #2024-88. Bids were publicly opened on October 9, 2024, and the County received twelve (12) bids in response to the Invitation to Bid. The lowest bidder was from Western Construction LLC with a bid of \$689,577.00. Upon review of the Bid Proposals, contracting with Western Construction LLC, was determined to be in the best interest of the County based upon the evaluations of the bids.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners approve and sign this public improvement contract with Western Construction LLC for the El Camino Way Stormwater Improvements ARPA Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #1054

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 **Western Construction LLC**, hereinafter called the “Contractor” (collectively the “Parties”), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: # 2024-88 El Camino Way Stormwater Improvements ARPA Project

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **Six Hundred Eighty-Nine Thousand Five Hundred Seventy-Seven Dollars (\$689,577.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

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

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

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for El Camino Stormwater Improvements- ARPA (the “Specifications”), together with the provisions of the Oregon Standard Specifications for Construction (2021) referenced therein.

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

2. Representatives.

Contractor has named Casey Stocks 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 Joel Howie 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: Casey Stocks shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

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

Project Engineer: Shawna Stocks shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

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

SUBSTANTIAL COMPLETION DATE: July 31, 2025 (Section 00180.50(h))

FINAL COMPLETION DATE: June 30, 2026

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

5. Insurance Certificates and Required Performance and Payment Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

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

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

6. Responsibility for Damages/Indemnity.

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

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

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

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in

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

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

8. Confidential Information.

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

9. Counterparts.

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

10. Integration.

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

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

11. Liquidated Damages

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

11.1 \$800 per Calendar day past the Substantial Completion date, as set forth in section 00180.85(b).

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

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

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

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

16. Federal Contracting Requirements. County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit A**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.327 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

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

Signature Pages Follows

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

Contractor DATA:
Western Construction LLC
32737 S Wilhoit Rd
Molalla, Oregon 97038

Contractor CCB # 217484 Expiration Date: 10/12/2025
Oregon Business Registry # 1343572-92 Entity Type: DLLC 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.

Western Construction LLC

Clackamas County

Casey Stocks 11/21/2024
Authorized Signature Date

Chair Date

Casey Stocks, Managing Member
Name / Title Printed

Recording Secretary


APPROVED AS TO FORM
 11/26/2024
County Counsel Date

Exhibit A
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means **Western Construction LLC**, and "County" means Clackamas County, a political subdivision of the State of Oregon.

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

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

of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor hereby makes the following certification:

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

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

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

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

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

Casey Stocks

Signature of Contractor's Authorized Official

Casey Stocks, Managing Member

Name and Title of Contractor's Authorized Official

11/21/2024

Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2024-88
El Camino Way Stormwater Improvements ARPA Project
September 18, 2024

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **El Camino Way Stormwater Improvements ARPA Project** until **October 9, 2024, 3:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address: <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No.S-C01010-00011581.

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: \$940,000.00

Contact Information

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

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

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

State Prevailing Wage

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

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

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

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



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

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

Article 1. Scope of Work

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

Article 2. Examination of Site and Conditions

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

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

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

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

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

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

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

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

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

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

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

Article 4. Security to Be Furnished by Each Bidder

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

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

Article 5. Execution of Bid Bond

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

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

Article 6. Execution of the Bid Form

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

The Bid Form relates to Bids on a specific Project

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

Article 9. Bid Closing and Opening of Bids

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

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

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

Article 11. Withdrawal of Bid

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

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

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

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

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

Article 13. Recyclable Products

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

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

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

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

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

Article 15. Protest of Intent to Award

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

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

Article 16. Disclosure of First-Tier Subcontractors

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

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



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: # 2024-88 El Camino Way Stormwater Improvements ARPA 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. 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/89005377813>

Meeting ID: 890 0537 7813

One tap mobile

+16699006833,,89005377813# US (San Jose) 17193594580,,89005377813# US

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 408 638 0968 US (San Jose)
- +1 669 444 9171 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US

- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 876 9923 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US

Meeting ID: 890 0537 7813

Find your local number: <https://clackamascounty.zoom.us/j/89005377813>

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

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

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

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

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

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

Prime Contractor Name: Western Construction LLC

Total Contract Amount: 689,577.00

Project Name: # 2024-88 El Camino Way Stormwater Improvements ARPA Project

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
DOW BIDDER WILL SELF-PERFORM (GFE not required)	
Erosion control	
Concrete	
Paving	
Excavation	

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

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Recorp LLC Address 12681 Anita PL City/St/Zip Oregon City Oregon 97045 Phone# 503-310-1088 OCCB#	Survey		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name Brothers Concrete Cutting Address 1721 Fescue St City/St/Zip Albany OR 97322 Phone# 541-928-2502 OCCB# 299	saw cutting		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Wyeast Gardens Address 220502 Se Hermiester rd City/St/Zip damascas OR Phone# 503-680-9114 OCCB# 100477	Landscaping and Irrigation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2024-88 El Camino Way Stormwater
Improvements ARPA Project

<p align="center">LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)</p>	<p align="center">Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors</p>	<p align="center">DOLLAR AMOUNT OF SUBCONTRACT</p>	<p align="center">If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/></p>		
			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: **Western Construction LLC**
Project: # 2024-88 El Camino Way Stormwater Improvements ARPA 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>>)	
Settjie Paving llc	Paving	9/28		Cody	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		To Expensive	
Recorp LLC	Survey	9/28		N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A		waiting for bid. I would like to use them.
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2024-88 El Camino Way Stormwater Improvements ARPA Project

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	FINAL DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reported 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"/>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

Casey Stocks
 Authorized Signature of Contractor Representative

10/3/2024
 Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2024-88 El Camino Way Stormwater Improvements ARPA Project

We, Western Construction LLC, as "Principal,"
(Name of Principal)

and Travelers Casualty and Surety Company of America, an CT Corporation,
(Name of Surety)

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

*10% of the bid amount dollars.

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

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 9th day of October, 2024.

Principal: Western Construction LLC

Surety: Travelers Casualty and Surety Company of America

By: Casey Stocks
Signature

By: Melanie Clavin
Attorney-In-Fact

Official Capacity

Cochrane & Company
Name

Attest: Corporation Secretary

PO Box 19150
Address

Spokane WA 99224
City State Zip

800-441-4535 800-659-8799
Phone Fax





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Melanie Davis** of **SPOKANE, Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **October**, **2024**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: #2024-88 El Camino Way Stormwater Improvements ARPA Project
BID CLOSING: October 9, 2024, 3:00 PM, Pacific Time
BID OPENING: October 9, 2024, 3:05 PM, Pacific Time

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

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

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

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

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

Casey Stocks Dollars (\$ 689,577.00)

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

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

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

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

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

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for Department of Transportation and Development Clackamas, County, Oregon, El

Camino Way Storwater Improvements- ARPA.

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:

Three States 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 217484. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

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

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

the State of Oregon, its Worker's Compensation Insurance provider is Saif Corp,
Policy No. 881019, 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>Casey Stocks</u>	Cell Phone: <u>503-490-3936</u>
Project Manager: <u>Christina Stocks</u>	Cell Phone: <u>503-975-0100</u>
Job Superintendent: <u>Robert Short</u>	Cell Phone: <u>971-284-1814</u>
Project Engineer: <u>Shawna Stocks</u>	Cell Phone: <u>503-490-3936</u>

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

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

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

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

NAME OF FIRM	<u>Western Construction LLC</u>
ADDRESS	<u>32737 S Wilhoit Rd Molalla OR 97038</u>
TELEPHONE NO	<u>503-490-3936</u>
EMAIL	<u>casey@westernconstructionllc.com</u>
SIGNATURE 1)	<u><i>Casey Stocks</i></u> Sole Individual
or 2)	_____ Partner
or 3)	_____ Authorized Officer or Employee of Corporation

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

**El Camino Way Stormwater Improvements - ARPA
Bid Schedule**

September 30, 2024

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
General Conditions						
1	00180	Workplace Harassment Prevention Plan	LS	1	1,250.00	1,250.00
2	00196	Extra Work as Authorized	LS	1	\$50,000.00	\$50,000.00
Temporary Features and Appurtenances						
3	00210	Mobilization	LS	1	60,000.00	60,000.00
4	00225	Temporary Work Zone Traffic Control, Complete	LS	1	28,178.00	28,178.00
5	00270	Temporary Fence, 6 Ft Chain Link Fence with Concrete Blocks	LF	300	18.50	5,550.00
6	00280	Erosion Control	LS	1	3,200.00	3,200.00
7	00280	Sediment Fence	LF	260	3.25	845.00
8	00280	Inlet Protection, Type 5	Each	10	95.00	950.00
9	00280	Sediment Barrier, Type 2 (Biofilter Bags)	LF	20	4.50	90.00
10	00290	Pollution Control Plan	LS	1	1,100.00	1,100.00
Roadwork						
11	00305	Construction Survey Work	LS	1	12,000.00	12,000.00
12	00310	Removal of Structures and Obstructions	LS	1	15,000.00	15,000.00
13	00320	Clearing and Grubbing	LS	1	18,500.00	18,500.00
Drainage and Sewers						
14	00405	Rock Excavation	CY	500	175.00	87,500.00
15	00415	Mainline Video Inspection	LF	1,418	7.00	9,926.00
16	00445	12-Inch Storm Sewer Pipe, Class B Backfill 0-10 Ft Depth	LF	179	115.00	20,585.00
17	00445	18-Inch Storm Sewer Pipe, Class B Backfill 0-10 Ft Depth	LF	414	135.00	55,890.00
18	00445	24-Inch Storm Sewer Pipe, Class B Backfill 0-10 Ft Depth	LF	700	158.00	110,600.00
19	00445	24-Inch Storm Sewer Pipe, Class A Backfill 0-10 Ft Depth	LF	125	158.00	19,750.00
20	00470	Concrete Storm Sewer Manholes (Standard)	Each	6	9,000.00	54,000.00
21	00470	Concrete Manholes, Flat Top	Each	3	8,500.00	25,500.00
22	00470	Catch Basins, Standard GB-2	Each	2	3,850.00	7,700.00
23	00490	Connection to Existing Structures	Each	5	1,250.00	6,250.00
24	00490	Filling Abandoned Structures	LS	1	6,250.00	6,250.00
25	00495	Trench Resurfacing - Storm Sewer	SQ YD	440	75.00	33,000.00
Wearing Surfaces						
26	00759	Concrete Curb, Standard Type C	LF	70	125.00	8,750.00
27	00759	Concrete Driveways	SF	132	52.00	6,864.00

**El Camino Way Stormwater Improvements - ARPA
Bid Schedule**

September 30, 2024

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Right of Way Development and Control						
28	01075	Private Property Improvements - Property No. 1, 5032 SE La Mesa Way	LS	1	6,879.00	6,879.00
29	01075	Private Property Improvements - Property No. 2, 5110 SE El Centro Ct	LS	1	7,350.00	7,350.00
30	01075	Private Property Improvements - Property No. 3, 5048 SE La Mesa Way	LS	1	13,000.00	13,000.00
31	01170	Adjust or Relocate Water Service Assembly	Each	5	2,624.00	13,120.00

PROPOSED COST BID SCHEDULE \$689,577.00
(Numerically)

PROPOSED COST BID SCHEDULE Six hundred Eighty Nine thousand Five hundred Seventy Seven dollars 0/cents
(Written in Words)

COMPANY NAME Western Construction LLC

AUTHORIZED SIGNATURE *Casey Stocks*

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2024-88**

BID OPENING: October 9, 2024, 3:00 PM, Pacific Time

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

INSTRUCTIONS:

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

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <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.	Wyeast Gardens	\$16,500.00	Landscaping and Final Erosion Control
2.	Jhonny's Concrete Services LLC	\$15,000.00	Concrete Curb and Approach
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

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

Firm Name: Casey Stocks

Bidder Signature: Casey Stocks Phone # 503-490-3936



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 108164416

Solicitation: #2024-88

Project Name: El Camino Way Stormwater Improvements ARPA Project

Travelers Casualty and

Surety Company of _____ (Surety #1)

America _____ (Surety #2)*

* If using multiple sureties

Bond Amount No. 1: \$ 689,577

Bond Amount No. 2:* \$ _____

Total Penal Sum of Bond: \$ 689,577

We, Western Construction LLC as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Six Hundred Eighty Nine Thousand Five Hundred Seventy Seven (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 25th day of November, 2024.

PRINCIPAL: Western Construction LLC

By: Casey M. State
Signature
Managing Member
Official Capacity

Attest: _____
Corporation Secretary

SURETY: Travelers Casualty and Surety Company of America
[Add signatures for each if using multiple bonds]

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



Melanie Davis
Melanie Davis
Name
Signature

1405 S Rustle ST
Address

Spokane WA 99224

City State Zip
800-441-4535 800-659-8799

Phone Fax



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Melanie Davis** of **SPOKANE**, Washington, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

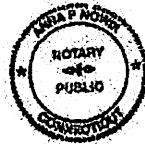
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **November**, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 108164416
Solicitation: #2024-88
Project Name: El Camino Way Stormwater Improvements ARPA Project

Travelers Casualty and Surety Company of America (Surety #1)
Bond Amount No. 1: \$ 689,577
(Surety #2)*
Bond Amount No. 2:* \$
* If using multiple sureties
Total Penal Sum of Bond: \$ 689,577

We, Western Construction LLC, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Six Hundred Eighty Nine Thousand Five Hundred Seventy Seven (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 25th day of November, 2024.

PRINCIPAL: Western Construction LLC

By: Casey M. Scott
Signature
Managing Member
Official Capacity

Attest: _____
Corporation Secretary



SURETY: Travelers Casualty and Surety Company of America
[Add signatures for each if using multiple bonds]

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

Melanie Davis
Name
Melanie Davis
Signature

1405 S Rustle St
Address

Spokane WA 99224
City State Zip

800-441-4535 800-659-8799
Phone Fax



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Melanle Davis** of **SPOKANE**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **November**, **2024**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



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

PROJECT: BID #2024-88 El Camino Way Stormwater Improvements ARPA Project

Project Background:

The Work to be done under this Contract consists of the installation of a new storm sewer system with the following elements:

1. Mobilization, erosion control, temporary traffic control, and construction survey
2. Construct approximately 1,410 lineal feet of new storm line and trench resurfacing.
3. Construct Manholes, catch basins, and other structures as required.
4. Private Property (Restoration) Improvements.
5. Perform additional and incidental Work, as called for by the Specifications and Plans.

Engineers Estimate: \$940,000.00

Key Dates:

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

Substantial Completion: July 31, 2025

Final Completion: June 30, 2026

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 and Reports:

SPECIAL PROVISIONS FOR HIGHWAY CONSTRUCTION- DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, CLACKAMAS COUNTY, OREGON, dated SEPTEMBER 2024-El Camino Way Stormwater Improvements- ARPA (39 Pages)

EL CAMINO WAY STORMWATER IMPROVEMENTS-ARPA, Drawing Set, (19 pages)

EL CAMINO STORMWATER IMPROVEMENTS GDR (DRAFT 06-20-2024) (35 pages)

**SPECIAL PROVISIONS
FOR CONSTRUCTION**

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

September 2024

Class of Work:
Earthwork and Drainage

El Camino Way Stormwater Improvements - ARPA

Prepared by:



ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

El Camino Way Stormwater Improvements - ARPA


CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT

SPECIAL PROVISIONS

FOR

Earthwork and Drainage
El Camino Way Stormwater Improvements - ARPA
Clackamas County

PROFESSIONAL OF RECORD CERTIFICATION:

 <p>REGISTERED PROFESSIONAL ENGINEER 16,263 OREGON DEC. 1, 1992 DANIEL S. HOUF</p> <p>EXPIRES: 6/30/25</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project. Modified Special Provisions were prepared by me or under my supervision.</p> <p><u>All sections in Special Provisions</u></p>
--	--

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

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El Camino Way Stormwater Improvements - ARPA

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INFORMATION PROVIDED UNDER SEPARATE COVER

- EI CAMINO WAY STORMWATER IMPROVEMENTS – ARPA PLAN SET
- BID SCHEDULE

SPECIAL PROVISIONS

WORK TO BE DONE

The Work to be done under this Contract consists of the installation of a new storm sewer system with the following elements:

1. Construct approximately 1,410 lineal feet of new storm line.
2. Construct Manholes, catch basins, and other structures as required.
3. Perform additional and incidental Work, as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

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

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

CLASS OF PROJECT

This is a federal American Rescue Plan Act (ARPA) funded Project.

CLASS OF WORK

The Class of Work for this Project is: Earthwork and Drainage (EART).

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

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

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

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

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

00110.10 Abbreviations

Add the following:

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

00110.20 Definitions

Add or modify definitions as follows:

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

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

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

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

BCC – The Clackamas County Board of County Commissioners

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

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

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

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

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

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

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

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

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

Department – A subdivision of the Agency.

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

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

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

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

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

ODOT Procurement Office – Clackamas County Purchasing Department.

Owner – Synonymous with Agency.

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

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

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

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

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

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

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

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

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

See Instructions to Bidders and the following:

For Prequalification with ODOT, if delivered by electronic mail, the application shall be sent to:

ODOTProcurementOfficeConstruction@odot.oregon.gov

Replace the bullet that begins “If delivered by mail...” with the following bullet:

If delivered by mail or parcel delivery service, the application shall be sent to:

Oregon Department of Transportation
Procurement Construction Contracts, MS #33
355 Capitol Street NE
Salem, OR 97301

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

See Instructions to Bidders.

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

See Notice of Public Improvement Contract and Instructions to Bidders.

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

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

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

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

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

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

See Instructions to Bidders.

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

See Instructions to Bidders.

00120.45 Submittal of Bids - Delete and replace with:

See Instructions to Bidders.

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

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

See Instructions to Bidders.

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

See Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

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

00130.00 Consideration of Bids - Delete third paragraph.

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

See Instructions to Bidders.

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

See Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

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

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

00130.40 Contract Submittals - Delete and replace with the following:

See Instructions to Bidders.

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

See Instructions to Bidders.

SECTION 00140 - SCOPE OF WORK

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

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

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

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

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

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

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

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

SECTION 00150 - CONTROL OF WORK

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

00150.00 Authority of the Engineer – Delete and replace the first sentence with the following:

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

00150.05 Cooperative Arrangements – Delete this section.

00150.10 Coordination of Contract Documents

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

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

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

Notes on a drawing shall take precedence over drawing details.

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

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

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

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

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

- Perform earthwork slope staking including intersections and matchlines and set stakes defining limits for clearing which approximate right-of-way and easements.

- Inform the Engineer of any property corners monuments and/or survey markers that are not shown on the plans and are found during construction activities prior to disturbing the monuments. Allow the Agency 2 Work days for referencing all found markers before they are removed. Monuments that are noted on the plans to be protected and are disturbed by the Contractor's activities shall be replaced by the Contractor's surveyor at the Contractor's expense.

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

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

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

- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Maintain and re-establish utility location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility; and
- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues.

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

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

Add the following subsection:

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

Table 00150-1

Utility	Contact Person's Name, Email, and Phone Number
Portland General Electric	Deanna Kaneshiro, deanna.kaneshiro@pgn.com
Oak Lodge Water District	Ryan Hunter, ryan.hunter@olws.org , 503-353-4231
Lumen	Jonathan Myrick, Jonathan.myrick@lumen.com
NWNG	Jeremy Lorence, Jeremy.lorence@nwnatural.com , 503-781-4467
Oak Lodge Sanitary District	Brad Albert, brad.albert@olws.org , 503-353-4202

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

00150.70 Detrimental Operations – Add the following:

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

SECTION 00160 - SOURCE OF MATERIALS

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

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

SECTION 00165 - QUALITY OF MATERIALS

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

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

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

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

The County follows the NTMAG on its projects.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

Add the following subsection:

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

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

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

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)

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

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

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

- Harper Houf Peterson Righellis Inc, officers, agents, and employees

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

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

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

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

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

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

SECTION 00180 - PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic.....	00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules – Add the following:

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

00180.42 Preconstruction Conference - Add the following:

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

Submit the following during the preconstruction conference unless otherwise directed:

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

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

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

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work

already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

Add the following subsection:

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

(1) Complete all Work to be done under the Contract, except for seeding establishment, not later than July 31, 2025.

00180.65 Right-of-Way and Access Delays - Add the following paragraph and bullet to the end of this subsection:

It is anticipated that the ending date of an anticipated delay for the following properties will be as shown:

- File 1 (Property 1 at 5032 SE La Mesa Way) not later than April 21, 2025.
- File 2 (Property 2 at 5110 SE El Centro Ct) not later than April 21, 2025.
- File 3 (Property 3 at 5048 SE La Mesa Way) not later than April 21, 2025.

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

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

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

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

Liquidated damages for failure to complete the Work on time required by 00180.50(h-1) will be \$ 800 per Calendar Day *.

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

Add the following subsection:

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

(1) Lane Closures - It is impractical to determine the actual damages the Agency will

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

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

Add the following subsection:

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

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

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

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

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

00180.95 Payment – Payment for “Workplace Harassment Prevention Plan” will be for developing and implementing the plan during construction of the project, in-person training, developing meaningful policies, and investigating incidents.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions for Construction for Clackamas County modified as follows:

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

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

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

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

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

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

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

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

- Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

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

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

SECTION 00195 - PAYMENT

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

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

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

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

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

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

Significant is defined as:

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

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

00195.50 Progress Payments and Retained Amounts - Modify as follows:

00195.50(a) Progress Payments - Delete and replace the last sentence in the second paragraph as follows:

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

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

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

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

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

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

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

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

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

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

Delete and replace paragraph (2) with the following:

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

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

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

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

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of

responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

SECTION 00196 - PAYMENT FOR EXTRA WORK

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

00196.91 Extra Work Allowance – Add the following new section:

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

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

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

00197.20(e) Standby Time - Replace this subsection, except for the subsection number and title, with the following:

If ordered by the Engineer, standby time will be paid at 50% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than \$1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

00197.80 Percentage Allowances - Replace the table that shows Subsection and Percent with the following:

Subsection	Percent
00197.10 Materials	19
00197.20 Equipment	19
00197.30 Labor	29
00197.40 Special Services	19

Replace the paragraph that begins "When a Subcontractor performs ordered..." with the following paragraph:

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 10% on each Force Account Work order.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

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

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the Work Area at sign spacing "A" from the TCD Spacing Table" shown on the Standard Drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.

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 SE El Camino Way, SE El Centro Way, SE El Centro Ct, and SE La Mesa Way when allowed, shown, or directed during the following periods of time except as specified in 00220.40(e)(2):

Single Lane Closures – One equivalent Traffic Lane on SE El Camino Way, SE El Centro Way, SE El Centro Ct, and SE La Mesa Way may be closed during the following times:

- Daily, Monday through Thursday, between 7_a.m. and 7:00 p.m.
- Friday, between 7:00 a.m. and 4:00 p.m.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00270 - TEMPORARY FENCES

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

00270.90 Payment - Add the following pay item:

Pay Item	Unit of Measurement
(d) Temporary Fence, 6 Ft Chain Link Fence with Concrete Blocks.....	Foot

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

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

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

Add the following:

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

00280.02 Definitions -

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

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

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

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

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

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

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

Furnish filter sock Material with a diameter of 8 inches.

Add the following subsection:

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

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

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

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

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

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

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

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

Item	Quantity
Biofilter Bags.....	20

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

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

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

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

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

Add the following subsection:

00290.30(a)(7) Water Quality:

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

- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Do not end-dump riprap into the waters of the State or U.S. Place riprap from above the ordinary high water line.
- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible sediment plume in waters of the State or U.S.

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

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

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

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

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

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

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

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

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

SECTION 00340 - WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00405 – TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.12 Bedding - Replace this subsection, except for the subsection number and title, with the following:

Bedding material shall be $\frac{3}{4}$ "-0 aggregate bedding.

00405.13 Pipe Zone Material – Replace the sentence beginning “For rigid pipes...” with the following:

For rigid pipes, furnish $\frac{3}{4}$ "-0 base aggregate, conforming to 2630.10

00405.14(b) Class B Backfill – Replace the sentence beginning “Designated size shall be...” with the following:

Designated size shall be $\frac{3}{4}$ "-0.

00405.46(c)(1) General – Replace the sentence beginning “Use Class B backfill...” with the following:

00405.46(c)(1) General – Use $\frac{3}{4}$ "-0 backfill.

00405.46(c)(2) Class A, B, C, or D Backfill - Replace the paragraph that begins “Compact the top 3 feet...” with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

405.90 Payment – Modify as follows:

Placement of Aggregate Base required for surface restoration is considered incidental to pipe installation. Aggregate Base shall conform to the requirements of 00640.00.

Placement of 12 inches of topsoil in landscape areas is considered incidental to pipe installation. Topsoil shall conform to the requirements of 01040.90.

SECTION 00440 - COMMERCIAL GRADE CONCRETE

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

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

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

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

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

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

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

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

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

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

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

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

00445.11 Materials - Modify as follows:

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

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

(h) Potholing – Clackamas County will be potholing existing crossings and providing this information to the Contractor prior to construction and the Engineer may have to adjust some profile information.

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

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

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

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

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

00445.80(a) Depth – Modify as follows. There will be no adjustment of quantity or payment to account for horizontal or vertical adjustments in the storm construction as required to avoid utilities.

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

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

Pay Item	Unit of Measurement
(a) _____ inch _____ Pipe, Class “B” Backfill, _____ Depth	Foot

In item (a), the nominal pipe diameter will be inserted in the first blank. The depth of pipe will be inserted in the second blank.

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

There will be no separate payment for pipe tees (including inserta tees), pipe wyes, flapper valves, slip joints, sloped end section, safety end section, concrete pipe anchors, concrete closure collars, concrete in blocks, reinforcement used in blocks, and metal pipe anchor. There will be no separate payment for connection to other structures. Installation of these items will be considered

incidental and included in payment for the appropriate pipe pay item. Payment will include payment for pipe plugs, stoppers, other fittings required to accomplish the work, furnishing and installing the outer sleeve of the slip joint, furnishing and installing safety end sections, including safety bars when required.

No separate or additional payment will be made for:

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

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

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

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

00470.40(b) Pipe Connections - Replace the paragraph that begins "Grout concrete pipe connections..." with the following paragraph:

Grout concrete pipe connections to manholes so they are watertight, using non-shrink grout according to 02440.50.

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

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

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

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

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.10 Materials - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections.....02450

00490.90 Payment – Modify as follows:

Pay Item	Unit of Measurement
(h) Filling Abandoned Structures	Lump Sum

For Item (h), the contractor shall fill the existing manhole and cap the existing ends of the abandoned storm pipe with CDF material as directed. This work occurs between the abandoned pipe between new MH #3 and Existing MH 1005.

Valve (water/gas) or Cleanout (storm/sanitary) adjustments to finished grade are incidental and no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows.

00495.90 Payment – Modify as follows:

“Trench Resurfacing” will be paid for any work within a paved roadway surface. The work will include the placement of 4 inches of HMAc as defined in Section 0744. The payment will be made by the Ton.

Resurfacing in any other area except the paved roadway surface will be considered incidental to the specific item or area.

Add the following:

Placement of Sod in areas of existing grass will be paid under Section 01075.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications modified as follows:

Placement of Aggregate Base will be paid under Section 00495.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

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

Provide 64-22 grade asphalt cement for this Project.

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

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

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

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

SECTION 00759 - MISC. PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications.

SECTION 01075 – MISC. PRIVATE PROPERTY ADJUSTMENTS

Section 01075, which is not a Standard Specification, is included for this project by Special Provision. This section is intended to provide direction for specific private property improvements that are not covered under other Sections of the Standard Specifications or Special Provisions.

01075.00 Scope - The following work items shall be completed under this section and defined as follows:

Private Property Improvements – Property 1, 5032 SE La Mesa Way

- Remove and replace existing fence. Match existing fence material and construction as required.
- Remove and replace existing landscape railroad ties. Construct to match existing. Salvage existing material and reuse.
- Replace bark dust in bark dust areas that are disturbed.

Private Property Improvements – Property 2, 5110 SE El Centro Court

- Remove and replace existing fence. Match existing fence material and construction as required.

El Camino Way Stormwater Improvements – ARPA

- Remove and replace existing landscape railroad ties. Construct to match existing. Salvage existing material and reuse.
- Replace all grass areas with sod matching existing lawn slope and grade

Private Property Improvements – Property 3, 5048 SE La Mesa Way

- Remove and replace existing fence. Match existing fence material and construction as required.
- Remove and replace existing landscape wall. Construct to match existing. Salvage existing materials and reuse.
- Seal coat the existing AC Driveway portion after trench restoration paving work is completed. Use seal coat from the ODOT QPL.
- Replace bark dust in bark dust areas that are disturbed.
- After removal of trees greater than 6-inches dBA, grind stumps. Also, grind existing stump in landscape wall area.
- Remove and replace landscape boulders in original location.
- All trees removed as part of the project are the property of the contractor and shall be removed from the property.
- Protect bird bath and concrete bench; replace if broken or damaged.
- Protect water, gas, communication, and electrical lines during construction and support lines during trenching activities. If electrical/power lines are damaged and power is out to the house for more than 8 hours; property owner will be reimbursed \$200 per incident for loss of refrigerated and frozen foods. If electrical/power lines are damaged and power is out for over 24 hours; property owner will be reimbursed \$250 per incident for lodging.
- Protect roof drain lines during construction and support lines during trenching activities.
- All ferns and succulent plants in landscape area are to be carefully removed, saved during construction, and replanted.
- Remove bird house and provide to property owner prior to tree removal and trenching activities.
- Provide notification to property owner minimum 1 week prior to tree removal

01075.80 Measurement – No measurement of quantities will be made for private property improvements Work under this Section.

01075.90 Payment – Add the pay item as follows:

Pay Item	Unit of Measurement
Private Property Improvements – Property No. __, (Address)	Lump Sum

Payment will be payment in full for removing, saving, replacing and placing all Materials, and for furnishing all Equipment, labor and incidentals to complete the Work as specified.

SECTION 01170 – POTABLE WATER SERVICE CONNECTIONS, 2-INCH AND SMALLER

Comply with Section 01170 of the Standard Specifications modified as follows:

Except for Measurement & Payment, Contractor is to comply with the materials, installation, and testing requirements as provided in the latest version of the Oak Lodge Water District Specifications.

01170.90 Payment – Add the pay item as follows:

Pay Item	Unit of Measurement
(g) Adjust or Relocate Water Service Assembly	Each

Add the following:

Item (g) includes all work and materials as shown in the ¾" or 1" Service Assembly Details (, including excavation, backfill, surface restoration, tapping the main, replacing corporation stop nut and installation of new pipe, and connection to water meter per Oak Lodge Water District Standards.

SECTION 02415 - PLASTIC PIPE

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

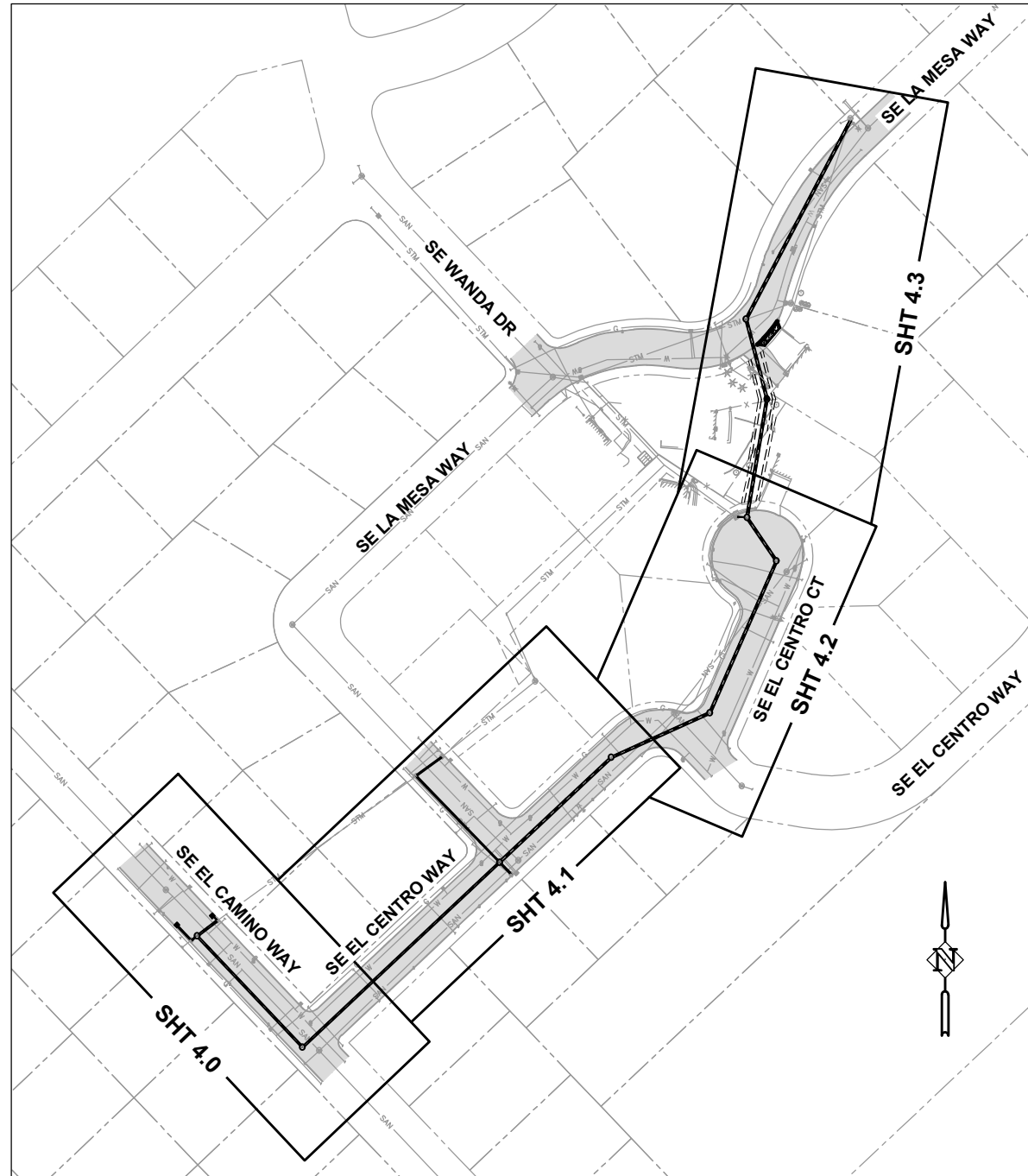
02415.40 Polypropylene Pipe - Replace the sentence that begins "Dual wall polypropylene pipe ..." with the following sentence:

Dual wall polypropylene pipe and fittings ASTM F2764

El Camino Way Stormwater Improvements - ARPA

Clackamas County, Oregon

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SITE PLAN
Scale 1" = 150'

DESIGNED:	DSH/JSE	
DRAWN:	JSE/TLH	
CHECKED:	DSH/JSE	
DATE:	8/9/24	
REVISIONS		
DATE	NO.	DESCRIPTION

OWNER

CLACKAMAS COUNTY DTD
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD, ROOM #225
OREGON CITY, OREGON 97045
PHONE: (503) 742-4658
CONTACT: JOEL HOWIE, PE, CIVIL ENGINEERING SUPERVISOR
EMAIL: JHowie@clackamas.us

ENGINEER / SURVEY

HARPER HOUF PETERSON RIGHELLIS INC.
205 SE SPOKANE STREET, SUITE 200
PORTLAND, OREGON 97202
PHONE: (503) 221-1131
CONTACT: DAN HOUF, PE
EMAIL: dan@hhpr.com

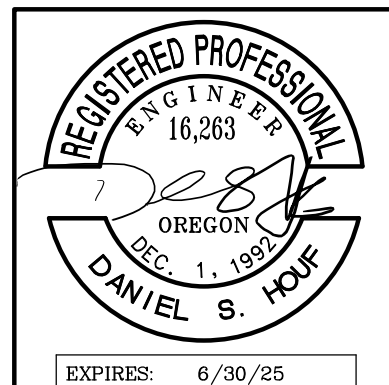
SHEET INDEX

- 1.0 Cover Sheet
- 1.1 General Notes, Legend
- 1.2 General Notes (Continued)
- 2.0 Details - Trench Backfill, Bedding, Pipe Zone
- 2.1 Details - Utility Pothole Repair and Notes
- 2.2 Details - CB Frame and Grate, CB Standard GB-2
- 2.3 Details - Manhole Base, MH Flexible Connection
- 2.4 Details - MH Standard, MH Step
- 2.5 Details - MH Standard Frame & Cove, Flat Top for Manhole
- 2.6 Details - Pipe Connection, Standard Driveway
- 2.7 Details - Standard Type C Vertical Curb, CB Curb
- 3.0 Erosion & Sediment Control Plans
- 3.1 ESC Notes
- 3.2 ESC Details
- 4.0 Storm Plan & Profile - SE El Camino Way
- 4.1 Storm Plan & Profile - SE El Centro Way
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- 4.3 Storm Plan & Profile - SE El Centro Ct to SE La Mesa Way
- 4.4 Storm-B & Storm-C Profiles

PROJECT LOCATION



VICINITY MAP
NTS



Bid Set

Cover Sheet El Camino Way Stormwater Improvements - ARPA Clackamas County, Oregon	1.0
EXPIRES: 6/30/25	JOB NO. CLA-97

HHPR Harper Houf Peterson Righellis Inc.
ENGINEERS*PLANNERS
LANDSCAPE ARCHITECTS*SURVEYORS
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phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

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LEGEND FOR TOPOGRAPHIC SURVEY

- RIGHT OF WAY
- STORM SEWER EASEMENT
- STM--- STORMWATER LINE
- SAN--- SANITARY SEWER LINE
- W--- WATER LINE
- G--- GAS LINE
- OW--- OVERHEAD WIRE
- x---x---x--- FENCE LINE, TYPE AS NOTED
- T--- TELEPHONE LINE
- E--- ELECTRIC LINE
- ////// BUILDING LINE
- > UTILITY LINE IS BELIEVED TO CONTINUE, CONNECTION NOT LOCATED OR UNKNOWN
- ~~~~~ MAJOR CONTOUR - 5' INTERVALS
- ~~~~~ MINOR CONTOUR - 1' INTERVALS

- SANITARY SEWER MANHOLE
- CATCH BASIN
- STORMWATER MANHOLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- AREA DRAIN
- ROOF DRAIN DOWN SPOUT
- WEEP HOLE
- GAS METER
- GAS VALVE
- POWER METER
- EXISTING CONCRETE SURFACE
- EXISTING ASPHALT SURFACE
- UNKNOWN STAND PIPE
- UTILITY POLE
- UTILITY POLE W/ UNDERGROUND UTILITIES
- UTILITY POLE W/ STREET LIGHT
- UTILITY POLE W/ UNDERGROUND UTILITIES AND STREET LIGHT
- SINGLE POST SIGN
- GATE POST
- SHRUB / BUSH (SIZE AS NOTED)
- CONIFEROUS TREE (APPROXIMATE DIAMETER BREST HIGH AS NOTED)
- DECIDUOUS TREE (APPROXIMATE DIAMETER BREST HIGH AS NOTED)

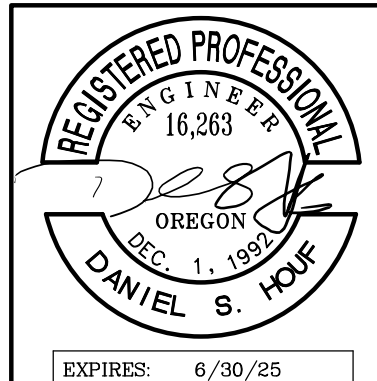
LEGEND FOR PROPOSED IMPROVEMENTS

- CATCH BASIN
- STORM MANHOLE
- STORM MANHOLE
- STORM SEWER EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT (TCE)

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE 2021 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, AS AMENDED BY THE SPECIAL PROVISIONS.
2. THE CONTRACTOR SHALL PRUNE ALL VEGETATION, AS NECESSARY, AWAY AND UP FROM THE STREET AS WELL AS ANY ROOT PRUNING AS DETERMINED BY THE ENGINEER. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND LANDSCAPING THAT IS TO REMAIN. **IF A TREE OR SHRUB FALLS WITHIN THE CLEARING LIMITS AND IS NOT SHOWN TO PROTECT ON THE PLANS, THEN REMOVAL SHOULD BE ASSUMED.** NOT ALL TREES AND SHRUBS ARE SPECIFICALLY IDENTIFIED. THE CONTRACTOR SHALL INSTALL ORANGE TREE PROTECTIVE FENCING AROUND TREES LOCATED WITHIN EASEMENTS AND/OR ROW THAT ARE TO BE PROTECTED. REFER TO SPECIFICATIONS.
3. AT THE END OF EACH WORK DAY THE CONTRACTOR SHALL CLEAN UP THE PROJECT AREA AND LEAVE IT IN A NEAT AND SECURED MANNER. UPON COMPLETION, THE CONTRACTOR SHALL LEAVE THE PROJECT AREA FREE OF DEBRIS AND UNUSED MATERIAL. FINAL CLEANUP - PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, TRASH DISCARDED ACP, TRASH CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT.
4. VERTICAL DATUM AND HORIZONTAL DATUM FOR THE PROJECT ARE NOTED ON SHEET 1.2.
5. THIS PROJECT DESIGN WAS BASED ON TOPOGRAPHIC SURVEY DATA AS PREPARED BY HARPER HOUF PETERSON RIGHHELLIS INC. RIGHT-OF-WAY SURVEY WAS PREPARED BY HARPER HOUF PETERSON RIGHHELLIS INC. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF SURVEYED CONDITIONS DIFFER FROM ACTUAL FIELD CONDITIONS.
6. VEGETATION AND TOPSOIL ARE TO BE STRIPPED TO MINERAL EARTH AND APPROVED BY THE PRIMARY INSPECTOR PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS.
7. THE COUNTY REQUIRES A PROOF ROLL TEST WITH A FULLY LOADED 10-YARD DUMP TRUCK (LOAD TICKET TO BE PROVIDED) TO CHECK FOR SOFT SPOTS IN THE SUBGRADE PRIOR TO PLACEMENT OF GEOTEXTILE FABRIC, IF APPLICABLE, AND GRANULAR BASE ROCK AND AGAIN AT THE COMPLETION OF THE PLACEMENT OF THE BASE ROCK FOLLOWED BY REQUIRED DENSITY TESTING OF EACH LIFT PRIOR TO PAVING THE FIRST LIFT OF ASPHALT CONCRETE.
8. ACP MIX IS TO BE BATCHED FROM A MIX FORMULA APPROVED BY THE OREGON DEPARTMENT OF TRANSPORTATION FOR MATERIAL USED. PAVING CONTRACTOR SHALL PROVIDE A CERTIFICATE OF COMPLIANCE FROM ACP PLANT. MIX DESIGN TO BE APPROVED PRIOR TO PAVING.
9. SUBSEQUENT SETTLEMENT OR CRACKING OF FINISHED SURFACE WITHIN THE WARRANTY PERIOD SHALL BE CONSIDERED TO BE A FAILURE OF THE SUBGRADE OR AGGREGATE BASE AND REPAIRED AT NO COST TO THE COUNTY AND IN A MANNER ACCEPTABLE TO THE COUNTY.
10. THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSES, AND HOMEOWNERS ALONG THE PROJECT SITE.
11. WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
12. THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS AND SPECIAL PROVISIONS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
13. CONTRACTOR SHALL REMOVE AND DISPOSE OF TREES, STUMPS, BRUSH, ROOTS, TOPSOIL AND OTHER MATERIAL ENCOUNTERED DURING THE CONSTRUCTION OF THE ROADWAY AND/OR STORM PIPE. MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, REGIONAL AND STATE REGULATIONS AT FACILITIES AUTHORIZED TO ACCEPT SUCH MATERIAL. FILL SITES SHALL BE LEVELED AND GRADES TO DRAIN. THE CONTRACTOR SHALL CORRECT ANY DEFICIENT FILL OR NON PERMITTED DISPOSAL OF MATERIALS.
14. CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL EARTHWORK, TRENCH BACKFILL AND ROAD CONSTRUCTION COMPACTION TESTS, AND GEOTECHNICAL REVIEWS WITH THE SOILS TESTING LAB AS REQUIRED FOR ACCEPTANCE OF PROJECT WORK BY CLACKAMAS COUNTY. COUNTY SHALL BE PROVIDED WITH ALL TEST RESULTS.
15. CONTRACTOR SHALL CAREFULLY MAINTAIN BENCHMARKS, PROPERTY CORNERS, MONUMENTS, AND OTHER REFERENCE POINTS PURSUANT TO ORS 209.140 AND ORS 209.150. IF SUCH POINTS ARE DISTURBED OR DESTROYED BY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND PAY FOR THEIR REPLACEMENT BY EMPLOYING A PROFESSIONAL LAND SURVEYOR TO RESET THE PROPERTY CORNERS & OTHER SUCH MONUMENTS.
16. AT THE PRECONSTRUCTION MEETING, PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL PRESENT A LIST OF SUBCONTRACTORS, A PROJECT SCHEDULE, A TRAFFIC CONTROL PLAN AND A LIST OF AT LEAST TWO PEOPLE, WITH PHONE NUMBERS, RESPONSIBLE FOR MAINTAINING TRAFFIC CONTROL DURING NON-WORK PERIODS.
17. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROTECT EXISTING MONUMENTS PER THE PROJECT SPECIFICATIONS.
18. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO PROTECT EXISTING FEATURES TO REMAIN.
19. SURFACE RESTORATION IS TO MATCH EXISTING SURFACE BY TYPE AND GRADE.

SEE SHEET 1.2 FOR ADDITIONAL NOTES.



Bid Set

EXPIRES: 6/30/25

DESIGNED:	DSH/JSE
DRAWN:	JSE/TLH
CHECKED:	DSH/JSE
DATE:	8/9/24

DATE	NO.	DESCRIPTION
R E V I S I O N S		

HHPR Harper Houf Peterson Righellis Inc.
ENGINEERS*PLANNERS
 LANDSCAPE ARCHITECTS*SURVEYORS
 205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

General Notes, Legend
 El Camino Way Stormwater Improvements - ARPA
 Clackamas County, Oregon

SHEET NO.
1.1
 JOB NO.
 CLA-97

R:\01-Portland\CLA (Clackamas County)\CLA-97 (El Camino Stormwater Analysis)\CLA97-DWGS\Sheets\CLA97-1.0 Cover.dwg

GENERAL NOTES (continued)

- 20. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT CLACKAMAS COUNTY ROADWAY STANDARDS.
- 21. CONTRACTOR SHALL MARK AND PROTECT ALL UTILITIES, SITE FEATURES, AND VEGETATION TO REMAIN IN PLACE.
- 22. PLACE 6-INCH LIFT OF APPROVED TOPSOIL OVER TRENCHES LOCATED IN LANDSCAPE AREAS.
- 23. CONTRACTOR SHALL REMOVE ALL WEEDS AND INVASIVE SPECIES PRIOR TO PLANTING OR SEEDING.
- 24. ALL DISTURBED AREAS SHALL BE SEEDED WITH LAWN SEEDING, SEE SPECIAL PROVISIONS.

UTILITY GENERAL NOTES

- 1. EXISTING ABANDONED UTILITIES (I.E. STORM AND WATER LINE, ETC.) MAY EXIST THAT ARE NOT SHOWN ON THE PLANS. IF THE CONTRACTOR ENCOUNTERS ABANDONED FACILITIES DURING EXCAVATION THEY SHALL NOTIFY THE ENGINEER AND UTILITY IMMEDIATELY.
- 2. EXISTING UTILITIES SHOWN ON THE PLANS ARE PER SURFACE LOCATIONS AND AS-BUILT DRAWINGS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS AND ELEVATIONS OF ALL EXIST. UTILITIES PRIOR TO CONSTRUCTION TO AVOID POTENTIAL CONFLICTS. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
- 3. EXCAVATOR(S) MUST COMPLY WITH O.R.S. 757.542 THROUGH 757.562. EXCAVATOR(S) SHALL NOTIFY OREGON UTILITY NOTIFICATION CENTER FOR LINE LOCATIONS AT LEAST TWO, BUT NOT MORE THAN TEN, BUSINESS DAYS PRIOR TO START OF WORK. DAMAGE TO UTILITIES SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
OREGON UTILITY NOTIFICATION CENTER: PH. 811 OR 1-800-332-2344 OR (503) 232-1987.
- 4. COORDINATE UTILITY RELOCATIONS WITH APPROPRIATE UTILITY PRIOR TO CONSTRUCTION.
- 5. CONTRACTOR SHALL PROTECT EXISTING WATER SERVICE LINES. ALL DISTURBED WATER SERVICE LINES SHALL BE REPAIRED AS DIRECTED BY, OR REIMBURSEMENT PROVIDED TO, OAK LODGE WATER SERVICES DISTRICT. COORDINATE WITH ENGINEER.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF EXISTING SANITARY SERVICE LATERALS AND EXISTING WATER SERVICE LINES DESTROYED THROUGH NEGLIGENCE AND/OR INATTENTION.
- 7. CONTRACTOR SHALL POTHOLE ALL UTILITY CROSSINGS BEFORE INSTALLING STORM, WATER AND/OR SANITARY LINES. CONTRACTOR TO REPORT ANY CONFLICTS TO ENGINEER PRIOR TO INSTALLATION.
- 8. WHILE PERFORMING ANY CONSTRUCTION WORK WITHIN 5 FEET OF A HIGH PRESSURE GAS LINE, A REPRESENTATIVE/INSPECTOR FOR THE HIGH PRESSURE GAS LINE MUST BE PRESENT. THE CONTRACTOR SHALL COORDINATE BY CALLING THE AFFECTED UTILITY AT LEAST 24 HOURS PRIOR TO EXCAVATION.

UTILITY PROVIDERS

UTILITY LOCATES WERE REQUESTED ON 4/11/2023 UNDER TICKET NUMBERS 23094789, 23094820, 23094838, 23094849, 23094881.

FOLLOWING IS A LIST OF UTILITY PROVIDERS IDENTIFIED:

CCDOT01	CLACKAMAS CNTY D.O.T.	(503) 772-6301
CCDOT02	CLACKAMAS CNTY D.O.T.	(503) 742-4630
CCOR01	COMCAST CABLE	(800) 778-9140
NWN01*	NW NATURAL	(503) 255-4634
PGE01*	PORTLAND GENERAL ELECTRIC	(503) 255-4634
OLWD01*	OAK LODGE WATER SERVICES DISTRICT	(503) 654-7765
QLNOR01	CENTURYLINK	(800) 778-9140

* - DENOTES ASBUILT MAPS RECEIVED

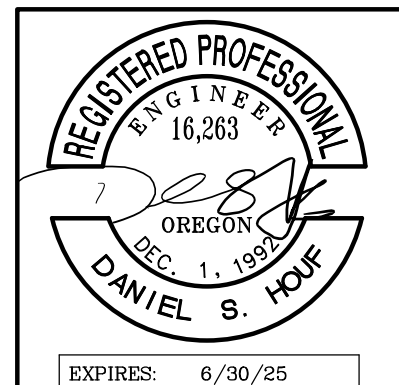
VERTICAL DATUM

ELEVATION DATUM: NAVD 88 PER STATIC GPS OPUS SOLUTION
BENCHMARK: HELD CONTROL POINT 1
ELEVATION: 360.554'

HORIZONTAL DATUM

HORIZONTAL COORDINATES ARE LOCAL DATUM PLANE
GROUND COORDINATES BASED UPON THE OREGON STATE
PLANE COORDINATE SYSTEM NAD83(2011)(EPOCH 2010.0000)
NORTH ZONE AS DETERMINED BY OPUS SOLUTION. ALL
DISTANCES ON THIS SURVEY ARE GROUND DISTANCES.

Bid Set



DESIGNED: DSH/JSE		
DRAWN: JSE/TLH		
CHECKED: DSH/JSE		
DATE: 8/9/24		
DATE	NO.	DESCRIPTION
R E V I S I O N S		

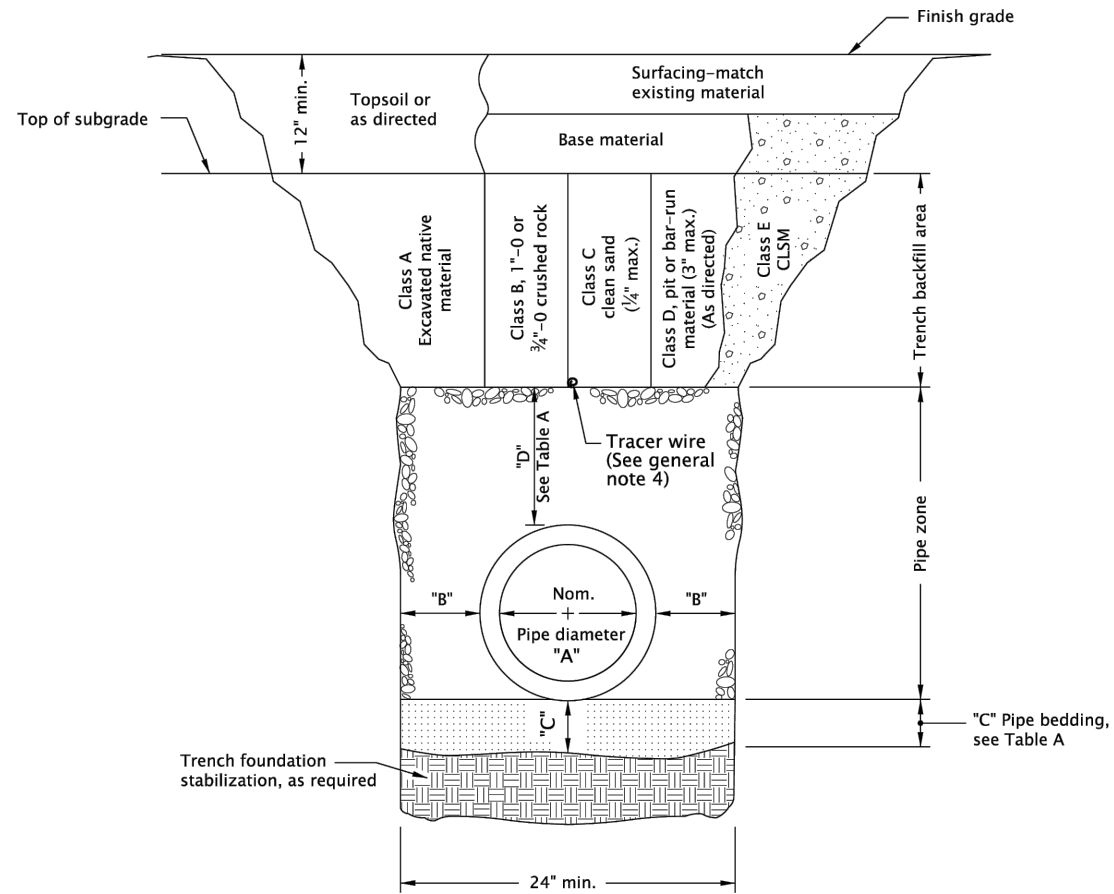
HHPR Harper Houf Peterson Righellis Inc.
ENGINEERS*PLANNERS
LANDSCAPE ARCHITECTS*SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

General Notes (Continued) El Camino Way Stormwater Improvements - ARPA Clackamas County, Oregon		SHEET NO. 1.2
		JOB NO. CLA-97

TABLE A

"A" (in)	"B" (in)	"C" (in)	"D" (in)
4	10	4	8
6	10	4	8
8	10	6	10
10	10	6	10
12	12	6	10
15	12	6	10
18	16	6	12
21	16	6	12
24	18	6	12
30	18	6	12
36	24	6	14
42	24	6	14
48	24	6	14
54	24	6	14
60	24	6	14
66	24	6	14
72	24	6	14

For pipes over 72" diameter, see general note 3.



MULTIPLE INSTALLATIONS	
DIAMETER	MIN. SPACE BETWEEN PIPES
Up to 48"	24"
48" to 72"	One half (1/2) dia. of pipe

GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:

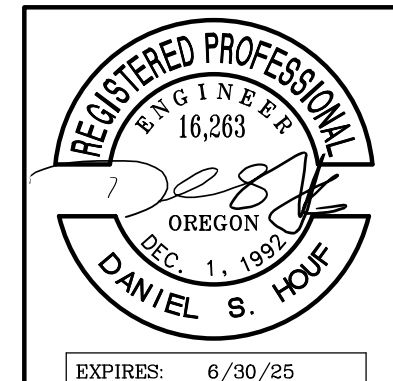
- Surfacing of paved areas shall comply with street cut Std. Dwg. RD302.
- For pipe installation in embankment areas where the trench method will not be used and the pipe is ≥ 36 " diameter, increase dimension "B" to nominal pipe diameter.
- Pipes over 72" diameter are structures, and are not applicable to this drawing.
- See Std. Dwg. RD336 for tracer wire details (When required).

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.		
OREGON STANDARD DRAWINGS		
TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS		
2024		
DATE	REVISION	DESCRIPTION
CALC. BOOK NO.	N/A	SDR DATE: 14-JUL-2014
		RD300

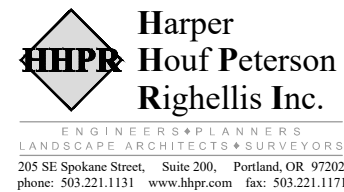
Effective Date: December 1, 2024 – May 31, 2025

Bid Set



DATE	NO.	DESCRIPTION
R E V I S I O N S		

DESIGNED: DSH/JSE
 DRAWN: JSE/TLH
 CHECKED: DSH/JSE
 DATE: 8/9/24

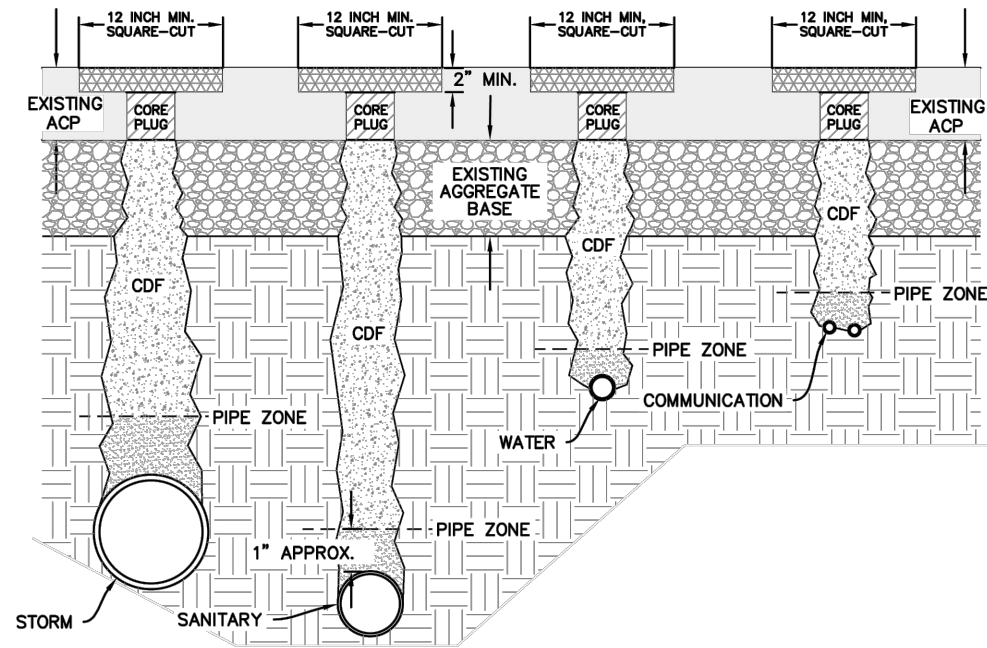


Details - Trench Backfill, Bedding, Pipe Zone
El Camino Way Stormwater Improvements - ARPA
 Clackamas County, Oregon

SHEET NO. **2.0**
 JOB NO. CLA-97

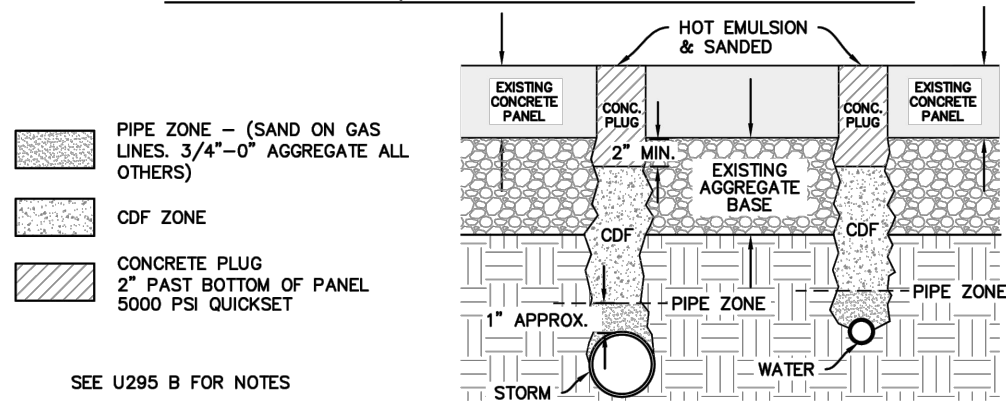
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POTHOLE REQUIREMENTS ASPHALT ROAD



- PIPE ZONE - (SAND ON GAS LINES. 3/4"-0" AGGREGATE ALL OTHERS)
- CDF ZONE
- CORE PLUG - FULL DEPTH OF EXISTING ACP
- 12" GRIND & INLAY

POTHOLE REQUIREMENTS CONCRETE ROAD



- PIPE ZONE - (SAND ON GAS LINES. 3/4"-0" AGGREGATE ALL OTHERS)
- CDF ZONE
- CONCRETE PLUG
2" PAST BOTTOM OF PANEL
5000 PSI QUICKSET

SEE U295 B FOR NOTES

GENERAL NOTES

1. BACKFILL MATERIAL WITHIN THE PIPE ZONE SHALL BE SAND FOR GAS LINES, AND 3/4"-0" AGGREGATE FOR ALL OTHER UTILITIES.
2. IF CORE POTHOLE EXCAVATION OCCURS ON THE SHOULDER, 3/4"-0" BACK FILL (MEETING COUNTY SPEC.) IS REQUIRED.
3. ROAD SHOULDERS AND RIGHT-OF-WAY MUST BE RESTORED TO AS GOOD OR BETTER CONDITION WITH COUNTY APPROVED MATERIALS.

ASPHALT NOTES

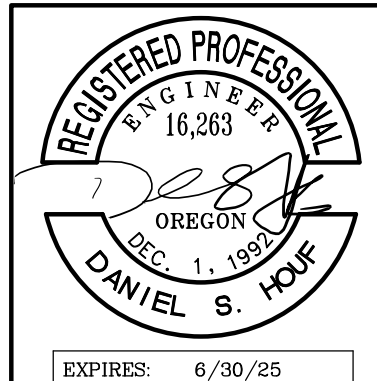
4. POTHOLE EXCAVATIONS WITHIN ACP ROAD SURFACES SHALL BE FILLED ABOVE THE PIPE ZONE WITH 100 TO 200 PSI CDF AND BEFORE POTHOLE SHALL BE CAPPED WITH A TWO INCH GRIND, 12" ON ALL SIDES OF THE POTHOLE. HOT MIX ACP TO MATCH THE THICKNESS OF THE EXISTING ACP AND SEALED WITH HOT EMULSION AND SAND.

CONCRETE NOTES

5. IF A POTHOLE IS DONE WITHIN THE SIDEWALK PANEL, A FULL PANEL REPLACEMENT AT JOINTS IS REQUIRED. FORMS INSPECTION IS REQUIRED BEFORE POUR.
6. POTHOLE EXCAVATIONS WITHIN A CONCRETE ROAD PANEL SHALL BE FILLED ABOVE THE PIPE ZONE WITH 100 TO 200 PSI CDF WITH 24 HOURS OF CURE TIME. POTHOLE SHALL BE CAPPED 12" DEEP (TWO INCHES DEEPER THAN PANEL) WITH A 4000 PSI QUICK SET CONCRETE MIXTURE, SEALED WITH HOT EMULSION AND SAND SEALED.

REVISION	DATE	BY	DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	APPROVAL DATE: 6/1/2020	SCALE: N.T.S.	STANDARD DRAWING
REV 1	12/19	BP	150 BEAVERCREEK ROAD OREGON CITY, OR 97045			UTILITY POTHOLE REPAIR STANDARDS U295 A

REVISION	DATE	BY	DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	APPROVAL DATE: 6/1/2020	SCALE: N.T.S.	STANDARD DRAWING
REVISED	12/19	BP	150 BEAVERCREEK ROAD OREGON CITY, OR 97045			NOTES FOR U295A U295B
REVISED	3/20	RM				



Bid Set

EXPIRES: 6/30/25

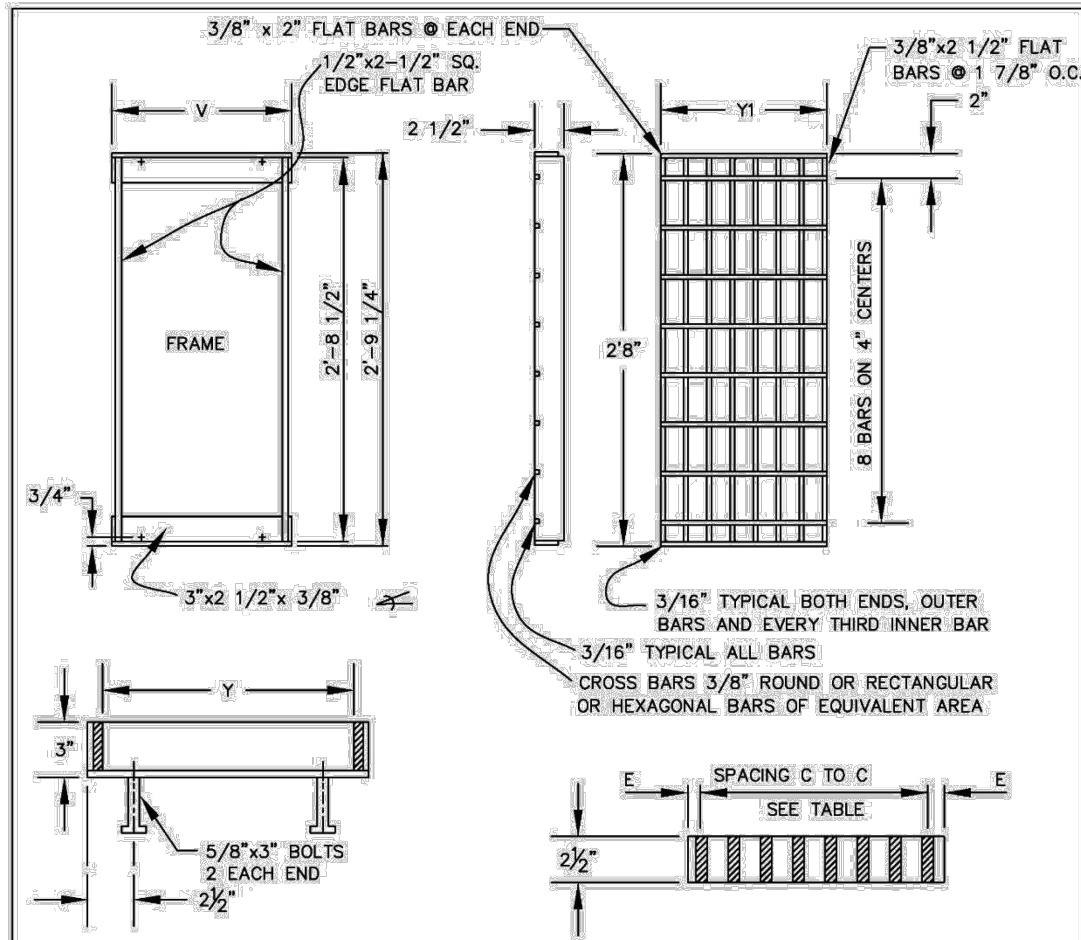
DATE	NO.	DESCRIPTION	DESIGNED:
			DSH/JSE
			DRAWN: JSE/TLH
			CHECKED: DSH/JSE
			DATE: 8/9/24

HHPR Harper Houf Peterson Righellis Inc.
ENGINEERS*PLANNERS
LANDSCAPE ARCHITECTS*SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Details - Utility Pothole Repair and Notes
El Camino Way Stormwater Improvements - ARPA
Clackamas County, Oregon

SHEET NO. **2.1**
JOB NO. CLA-97

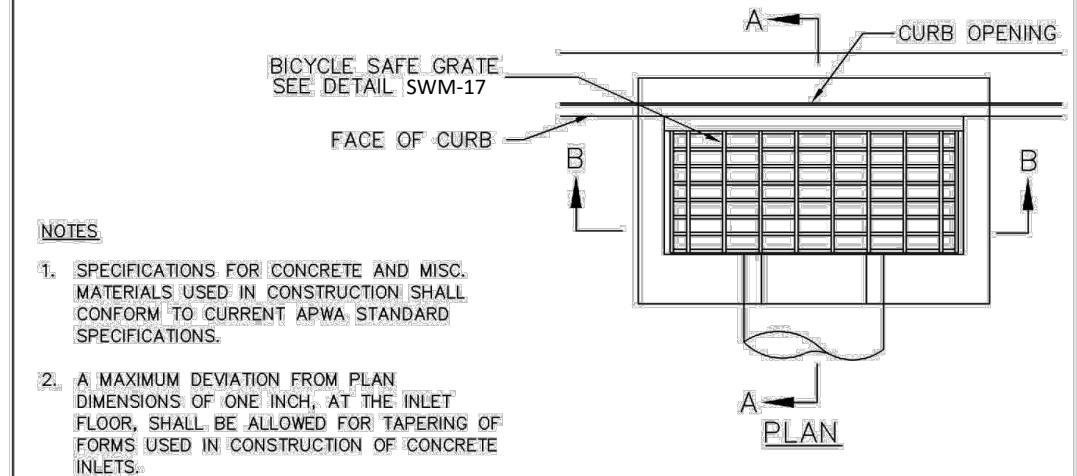
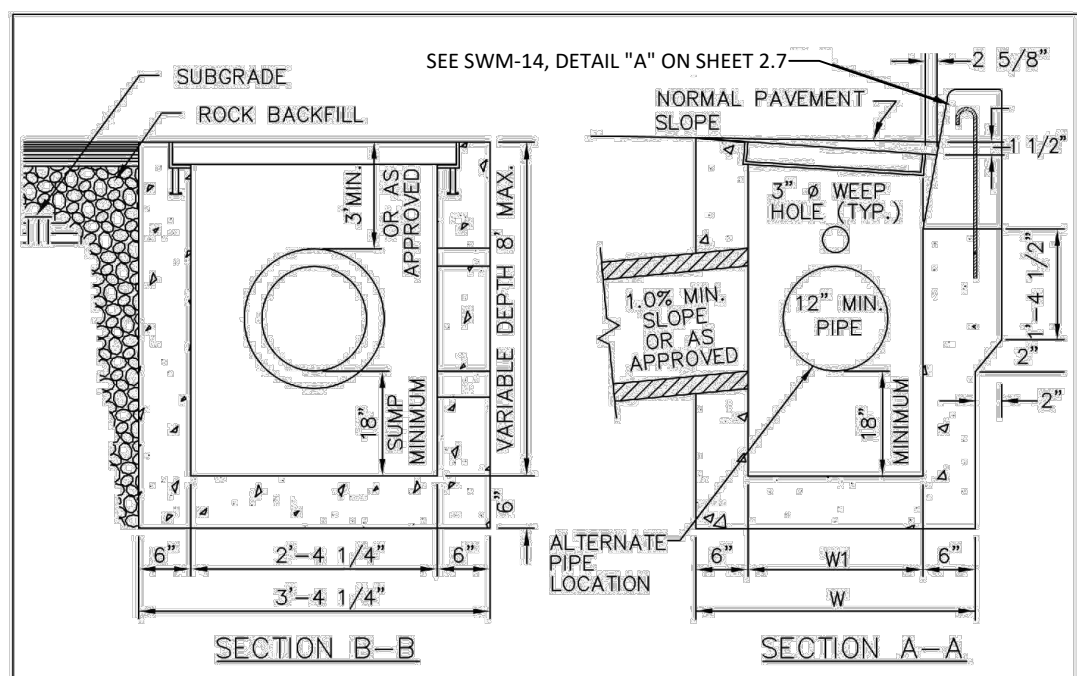
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CATCH BASIN TYPE	V	Y	Y1	E	SPACING C TO C	NO. OF BARS PER GRATE	REMARKS
GB-2	2'-4 3/4"	2'-3 3/8"	1'-1 1/2"	5/8"	1 3/4"	8	2-GRATES
D	2'-4 3/4"	2'-3 3/8"	2'-3"	1 1/2"	3"	9	
GB	1'-3 1/4"	1'-1 7/8"	1'-1 1/2"	5/8"	1 3/4"	8	1-GRATE

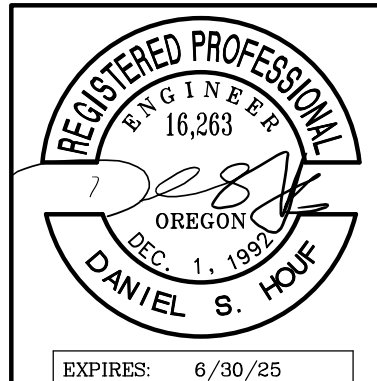
- NOTES**
- MATERIALS AND FABRICATION SHALL CONFORM TO THE CURRENT APWA STANDARD SPECIFICATIONS.
 - 3/8" CROSS BARS SHALL BE FLUSH WITH THE GRATE SURFACE AND MAY BE FILLET WELDED, RESISTANCE WELDED OR ELECTROFORGED TO BEARING BARS.
 - GB CATCH BASIN FOR USE WITH CURB INLET CATCH BASIN WITH GRATE ONLY.

	CLACKAMAS WES 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: July, 2022 SCALE: N.T.S.	STANDARD DRAWING SWM -17
	CB FRAME AND GRATE		



- NOTES**
- SPECIFICATIONS FOR CONCRETE AND MISC. MATERIALS USED IN CONSTRUCTION SHALL CONFORM TO CURRENT APWA STANDARD SPECIFICATIONS.
 - A MAXIMUM DEVIATION FROM PLAN DIMENSIONS OF ONE INCH, AT THE INLET FLOOR, SHALL BE ALLOWED FOR TAPERING OF FORMS USED IN CONSTRUCTION OF CONCRETE INLETS.
 - REFER TO CURRENT ODOT/APWA OREGON STATE CHAPTER DRAWING RD 366.
 - THE OUTSIDE DIAMETER OF THE PIPE MATERIAL SHALL NOT EXCEED 28".
 - PROVIDE 6" OF COMPACTED CRUSHED ROCK BELOW STRUCTURE.

	CLACKAMAS WES 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: July, 2022 SCALE: N.T.S.	STANDARD DRAWING SWM -18
	CB STANDARD GB2		



Bid Set

EXPIRES: 6/30/25

DATE	NO.	DESCRIPTION
R E V I S I O N S		

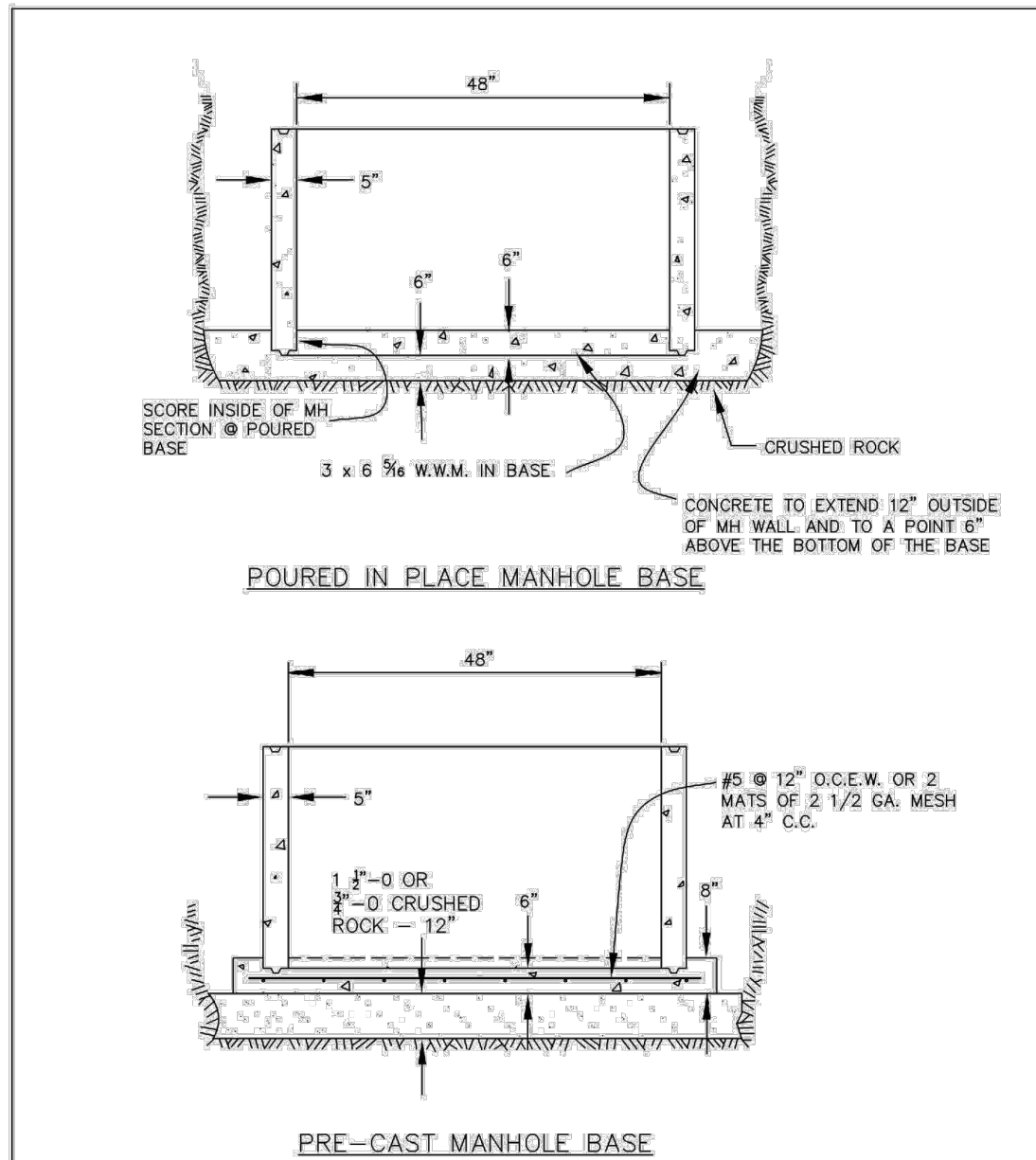
DESIGNED:	DSH/JSE
DRAWN:	JSE/TLH
CHECKED:	DSH/JSE
DATE:	8/9/24

Harper Houf Peterson Righellis Inc.
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 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Details - CB Frame and Grate, CB Standard GB-2
El Camino Way Stormwater Improvements - ARPA
 Clackamas County, Oregon

SHEET NO.
2.2
 JOB NO.
 CLA-97

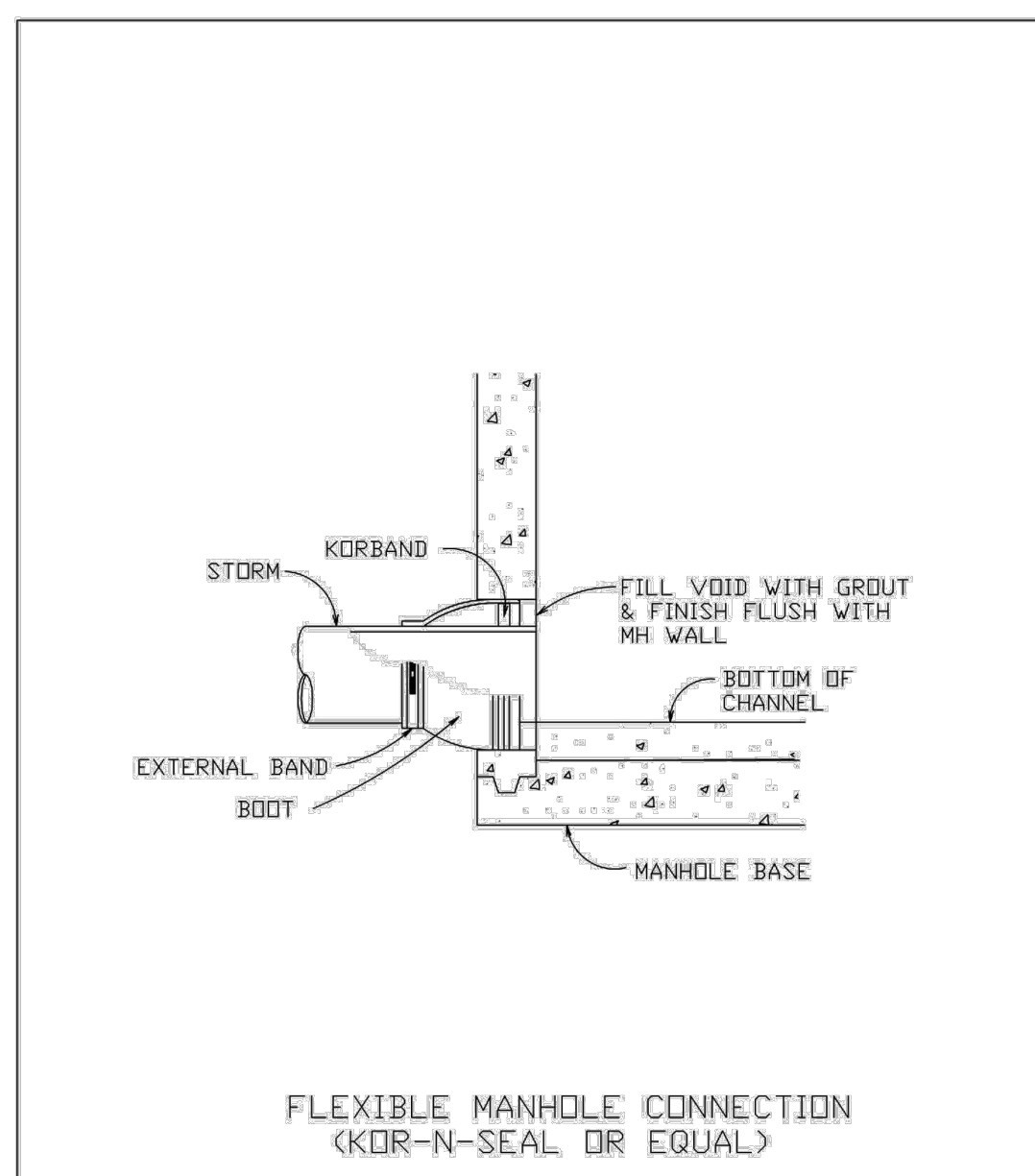
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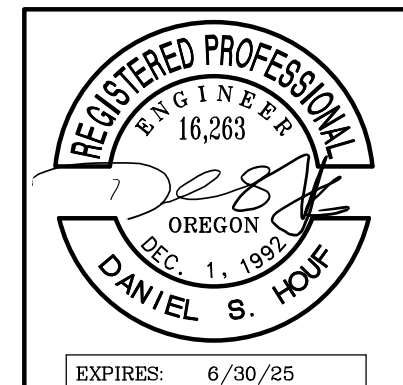
NOTES

- SPECIFICATIONS FOR CONCRETE AND MISCELLANEOUS MATERIALS USED IN CONSTRUCTION SHALL CONFORM TO CURRENT ODOT/APWA STANDARD SPECIFICATIONS.

	CLACKAMAS WES 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: July, 2022 SCALE: N.T.S.	STANDARD DRAWING SWM -25
	MANHOLE BASE		



	CLACKAMAS WES 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	APPROVAL DATE: July, 2022 SCALE: N.T.S.	STANDARD DRAWING SWM -29
	MH FLEXIBLE CONNECTION		



Bid Set

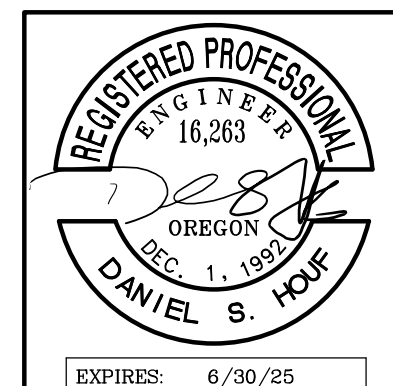
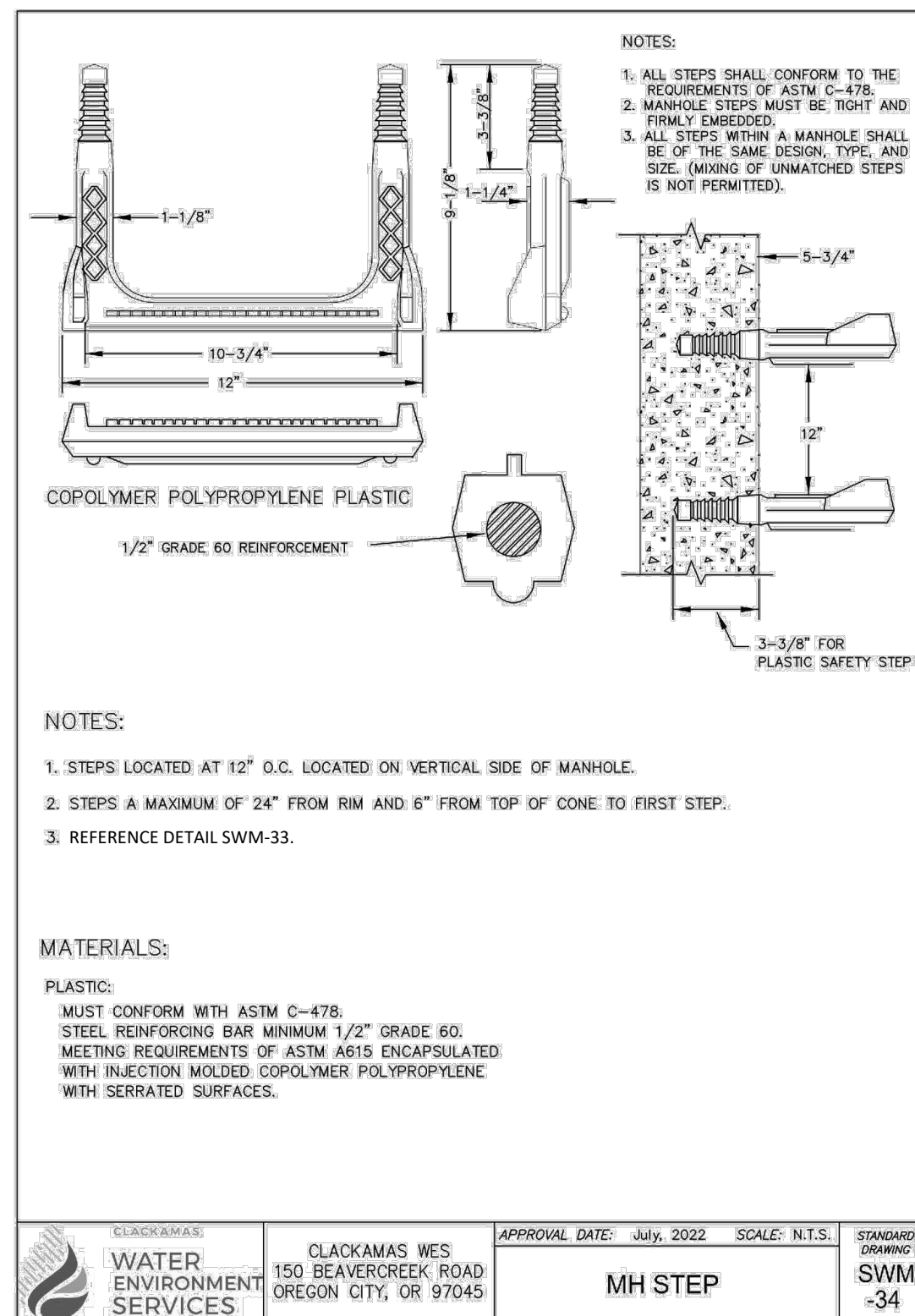
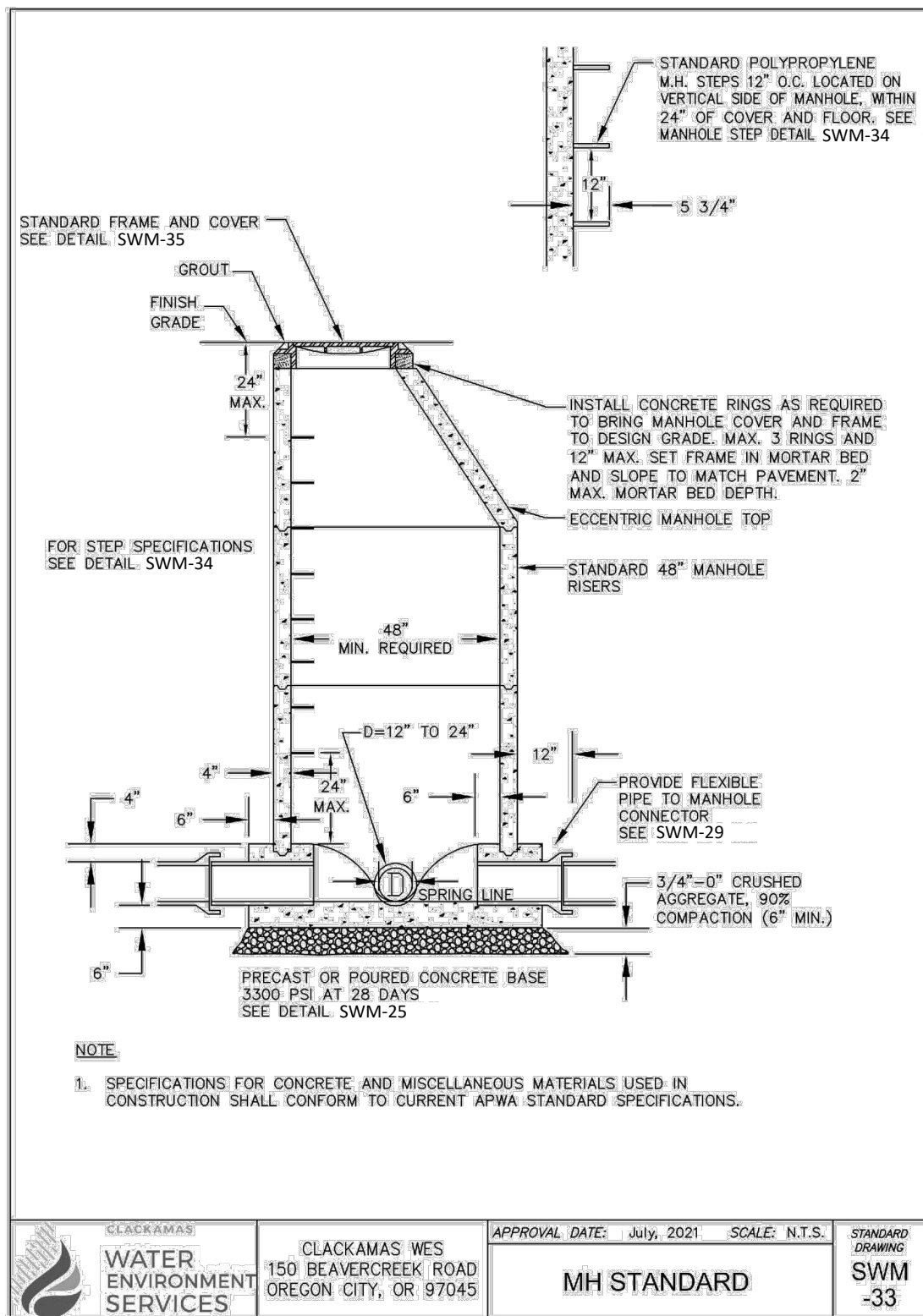
DATE	NO.	DESCRIPTION	DESIGNED:	DATE:
			DSH/JSE	8/9/24
			DRAWN:	
			JSE/TLH	
			CHECKED:	
			DSH/JSE	
R E V I S I O N S				

Harper Houf Peterson Righellis Inc.
ENGINEERS*PLANNERS
 LANDSCAPE ARCHITECTS*SURVEYORS
 205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Details - Manhole Base, MH Flexible Connection
El Camino Way Stormwater Improvements - ARPA
 Clackamas County, Oregon

SHEET NO. <h1 style="text-align: center;">2.3</h1>
JOB NO. CLA-97

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Bid Set

DATE	NO.	DESCRIPTION
R E V I S I O N S		

DESIGNED:	DSH/JSE
DRAWN:	JSE/TLH
CHECKED:	DSH/JSE
DATE:	8/9/24

HHPR Harper Houf Peterson Righellis Inc.

ENGINEERS*PLANNERS
LANDSCAPE ARCHITECTS*SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Details - MH Standard, MH Step

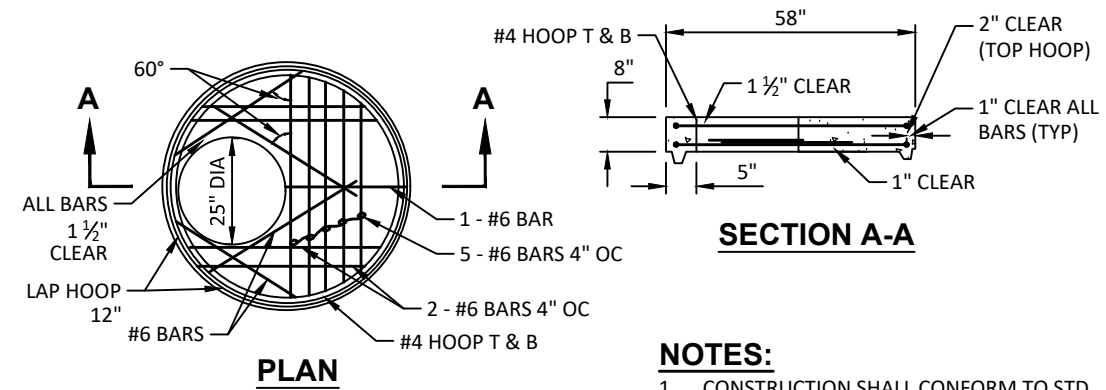
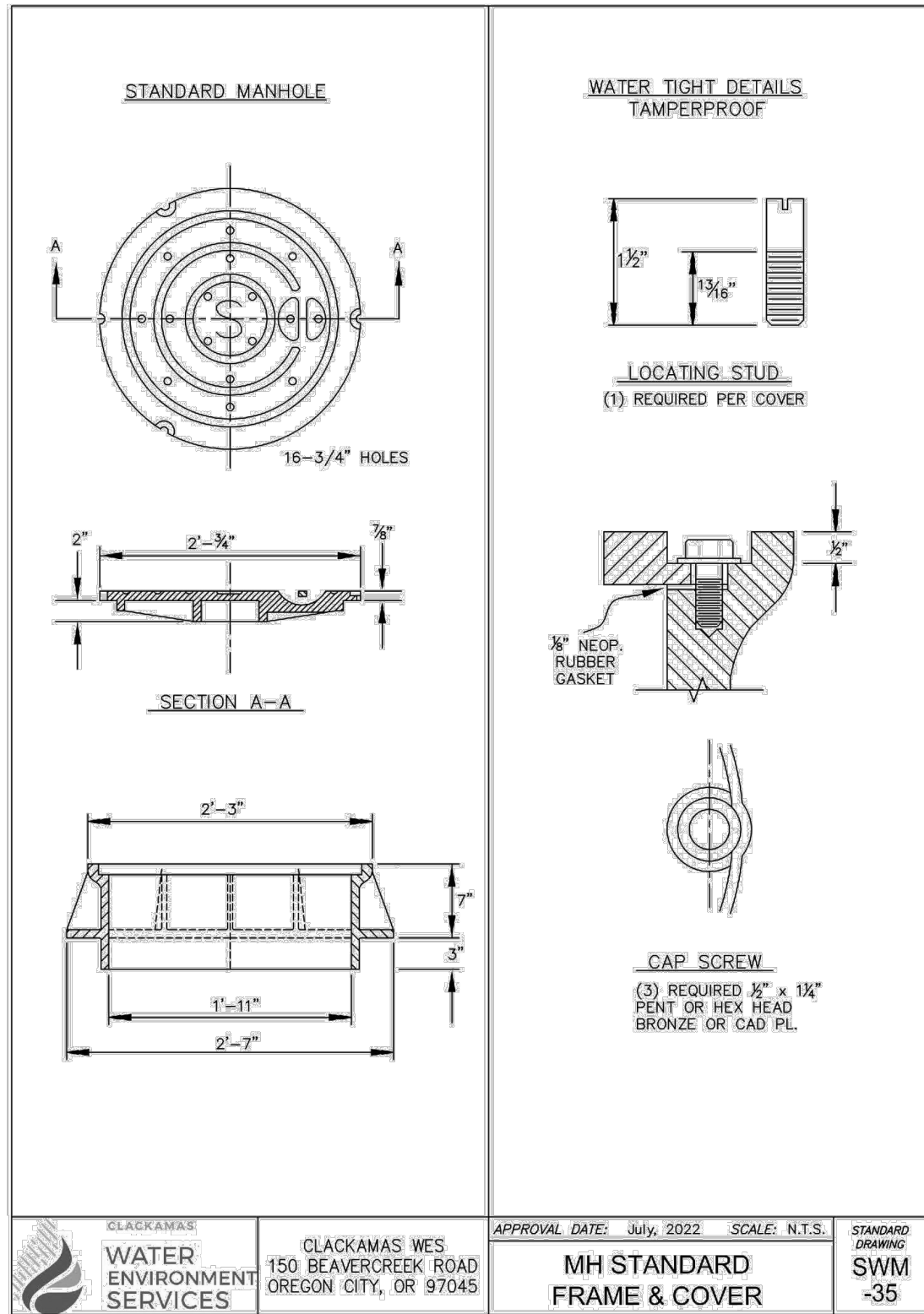
El Camino Way Stormwater Improvements - ARPA

Clackamas County, Oregon

SHEET NO. **2.4**

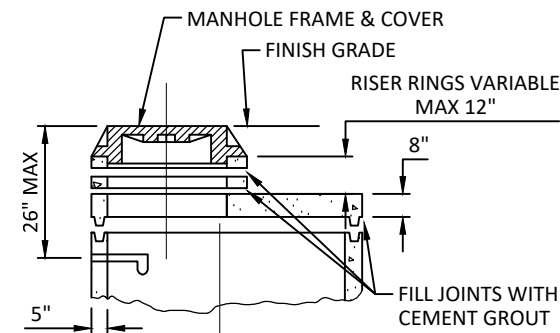
JOB NO. CLA-97

R:\01-Portland\CLA (Clackamas County)\CLA-97 (El Camino Stormwater Analysis)\CLA97-DWGS\Sheets\2.6 Details.dwg



NOTES:

1. CONSTRUCTION SHALL CONFORM TO STD. PRECAST MANHOLE DETAIL IF NOT OTHERWISE SHOWN.
2. ALL PRECAST SECTIONS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-478. ALL POURED IN PLACE CONCRETE SHALL HAVE A 28 DAY STRENGTH OF 3000 P.S.I. & 2" TO 4" SLUMP.
3. ALL REINFORCING SHALL BE GRADE 40 STEEL.
4. MANHOLES UNDER 6'-0" IN DEPTH FROM RIM TO SHELF SHALL HAVE A FLAT TOP IN LIEU OF CONE AS SHOWN ON STD. MANHOLE.
5. JOINTS SHALL BE CONSTRUCTED SO AS TO BE WATERTIGHT. KENT-SEAL NO. 2 OR APPROVED EQUAL SHALL BE USED ON TONGUE AND GROOVE SECTIONS, AND ON RISER RINGS PREMOLDED "O-RING" MAY BE SUBSTITUTED ON BELL AND SPIGOT SECTIONS. ALL JOINTS SHALL BE GROUTED WITH PORTLAND CEMENT CONCRETE GROUT AND STRUCK EVEN WITH THE WALL.



FLAT TOP FOR STANDARD PRECAST MANHOLE

NTS

<p>CLACKAMAS WATER ENVIRONMENT SERVICES</p>	<p>CLACKAMAS WES 150 BEAVERCREEK ROAD OREGON CITY, OR 97045</p>	APPROVAL DATE: July, 2022	SCALE: N.T.S.	STANDARD DRAWING
		<p>MH STANDARD FRAME & COVER</p>		<p>SWM -35</p>

REGISTERED PROFESSIONAL ENGINEER
16,263
OREGON
DEC. 1, 1992
DANIEL S. HOUF

EXPIRES: 6/30/25

Bid Set

DATE	NO.	DESCRIPTION
R E V I S I O N S		

DESIGNED:	DSH/JSE
DRAWN:	JSE/TLH
CHECKED:	DSH/JSE
DATE:	8/9/24

Harper Houf Peterson Righellis Inc.

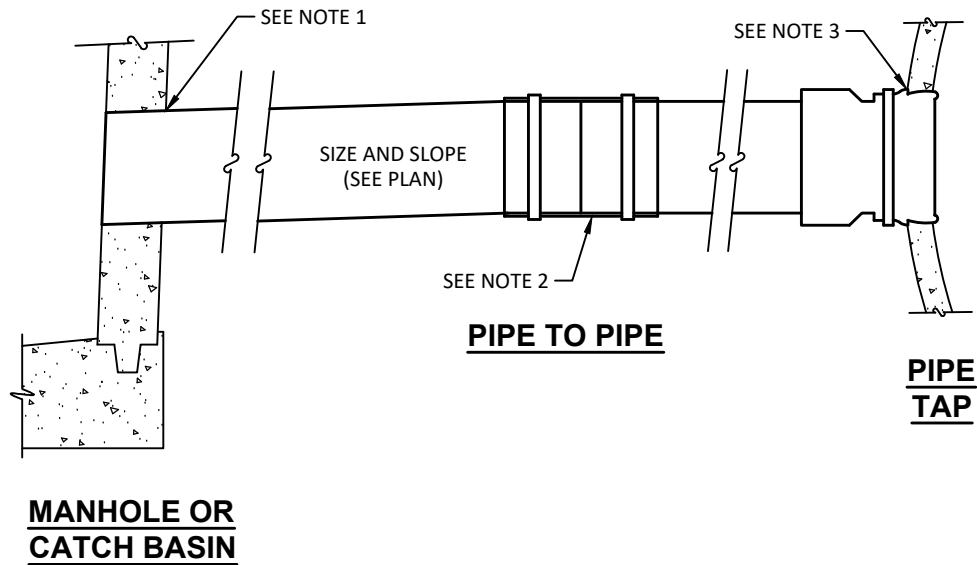
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Details - MH Standard Frame & Cove, Flat Top for Manhole
El Camino Way Stormwater Improvements - ARPA
Clackamas County, Oregon

SHEET NO.
2.5
JOB NO.
CLA-97

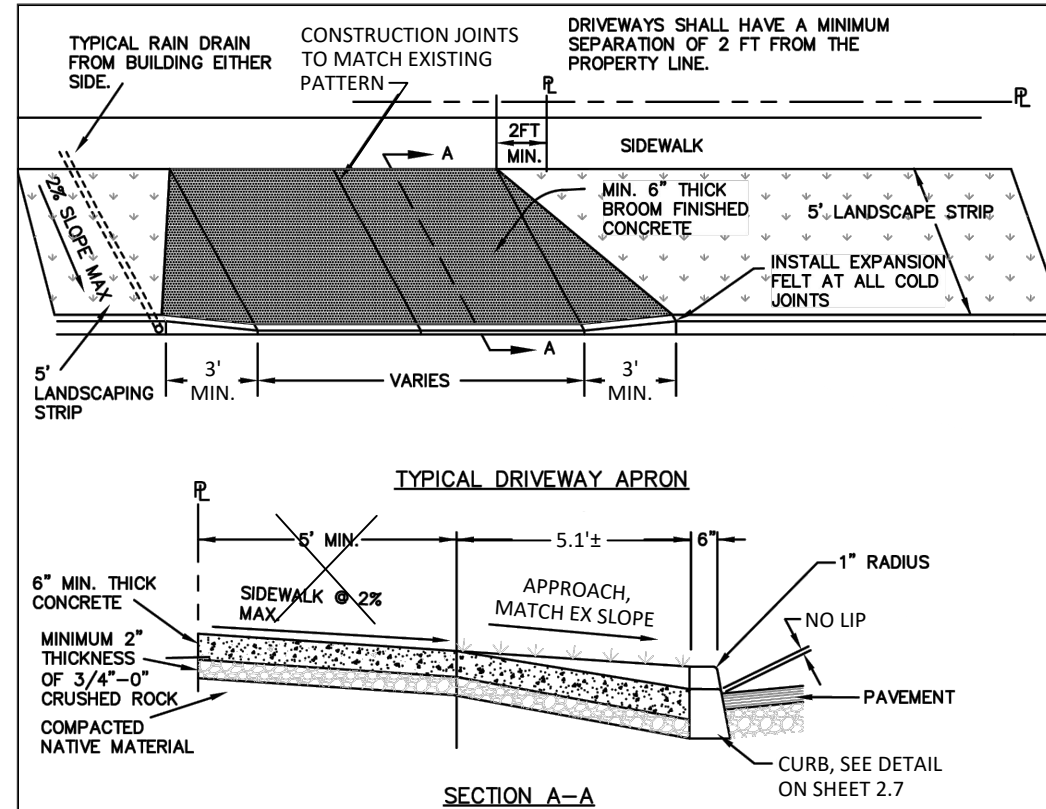
R:\01-Portland\CLA (Clackamas County)\CLA-97 (El Camino Stormwater Analysis)\CLA97-DWGS\Sheets\2.6 Details.dwg



NOTES:

- BREAK OUT WALL 2" MIN., 4" MAX. CLEAR OF PIPE WALL. GROUT SPACE WITH NON-SHRINK GROUT. FOR SANITARY CONNECTION INSTALL SAND COLLAR AS DIRECTED BY WATER ENVIRONMENT SERVICES (WES).
- USE "FERNCO" FLEXIBLE COUPLING WITH STAINLESS STEEL CLAMPS OR APPROVED EQUAL AS REQUIRED.
- CUT HOLE INTO PIPE AND INSTALL "FOWLER" SEWER BOOT TAP OR APPROVED EQUAL.

PIPE CONNECTION
NTS

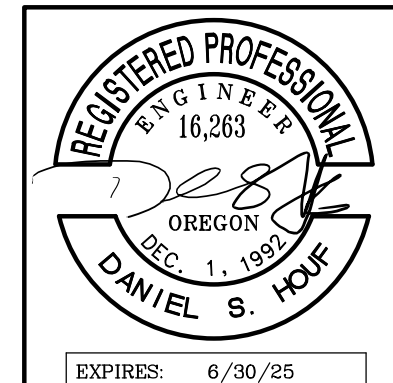


NOTES:

- LOCATION AND WIDTH TO BE APPROVED BY THE COUNTY ON A SITE SPECIFIC BASIS. PLACE A MARKER, AS INDICATED, AT THE CENTER OF THE PROPOSED DRIVEWAY FOR INITIAL INSPECTION BY THE COUNTY.
- RESIDENTIAL DRIVEWAY WIDTH SHALL BE MIN. 12' TO 35' MAX.
- COMMERCIAL DRIVEWAY WIDTH SHALL BE MINIMUM 28' FOR TWO LANES AND 42' FOR THREE LANES. DRIVEWAYS WIDER THAN 42' NEED TO HAVE AN APPROVED STRIPING PLAN TO DELINEATE LANES. COMMERCIAL DRIVEWAYS CAN USE D600 EVEN THOUGH THERE IS A LANDSCAPE STRIP, JUST BE SURE TO DROP THE SIDEWALK PANELS TO MEET ADA.
- MATERIALS USED IN CONSTRUCTION SHALL CONFORM TO CURRENT ODOT/APWA STANDARD SPECIFICATIONS.
- AT CORNER LOTS, DRIVEWAY ENTRANCES SHALL BE PLACED ON THE SECONDARY ROADWAY AND NO PORTION OF THE DRIVEWAY SHALL BE PERMITTED WITHIN 25 FEET OF THE PROPERTY CORNER OR INTERSECTION OF RIGHT-OF-WAY LINES.
- SEE SECTION 220 FOR ACCESS SPACING BETWEEN DRIVEWAYS.
- IF A CULVERT IS REQUIRED, INSTALL THE PIPE PER STANDARD DRAWING D250.
- SPECIFICATIONS FOR CONCRETE AND MISC. MATERIALS USED IN CONSTRUCTION SHALL CONFORM TO CURRENT ODOT/APWA STANDARD SPECIFICATIONS. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3300 P.S.I. IN 28 DAYS.
- COMMERCIAL DRIVEWAYS SHALL HAVE 6" MINIMUM THICKNESS CONCRETE WITH #4 REBAR @ 12" O.C. & ALL BARS TIED.
- PROVIDE SIGHT DISTANCE PER SECTION 240.

NOTE: THIS STANDARD DETAIL IS INTENDED TO BE USED AS A GUIDE FOR CONSTRUCTION PURPOSES. NOT ALL ITEMS SHOWN IN THIS DETAIL MATCH EXISTING CONDITIONS.

REVISION	DATE	BY	DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	APPROVAL DATE: 6/1/2020	SCALE: N.T.S.	STANDARD DRAWING
REV 1			150 BEAVERCREEK ROAD OREGON CITY, OR 97045			D650



Bid Set

EXPIRES: 6/30/25

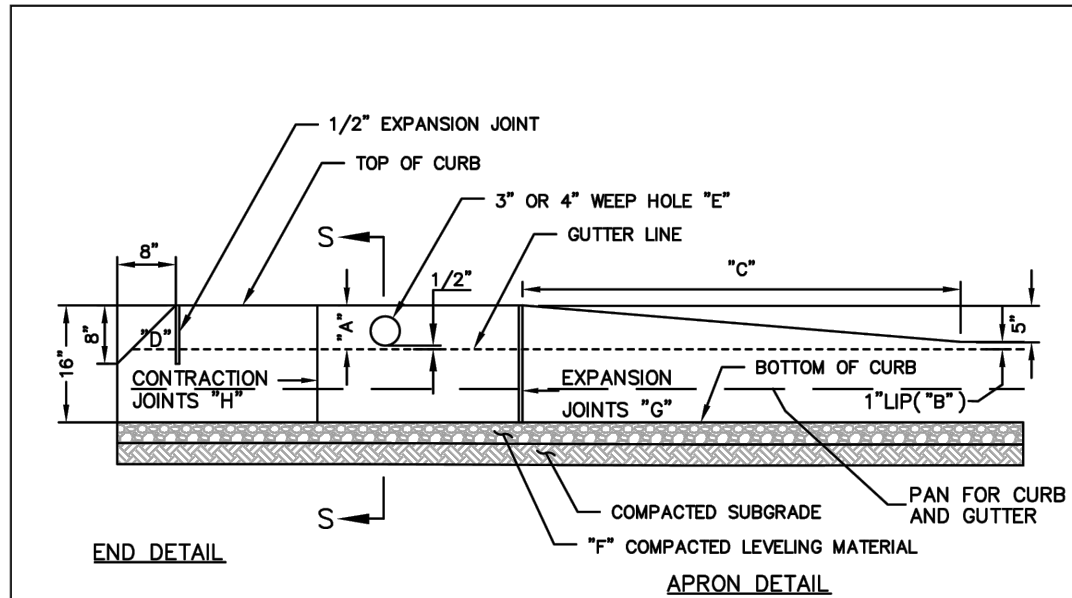
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DRAWN:	JSE/TLH	
CHECKED:	DSH/JSE	
DATE:	8/9/24	
REVISIONS		
DATE	NO.	DESCRIPTION

HHPR Harper Houf Peterson Righellis Inc.
ENGINEERS*PLANNERS
LANDSCAPE ARCHITECTS*SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Details - Pipe Connection, Standard Driveway
El Camino Way Stormwater Improvements - ARPA
Clackamas County, Oregon

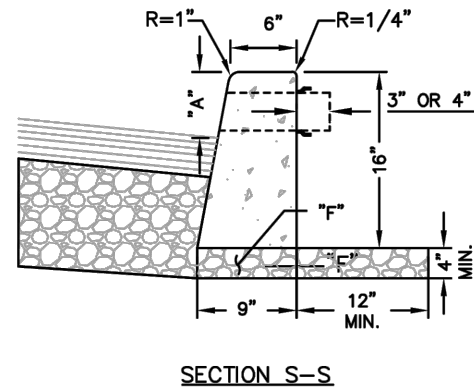
SHEET NO. **2.6**
JOB NO. CLA-97

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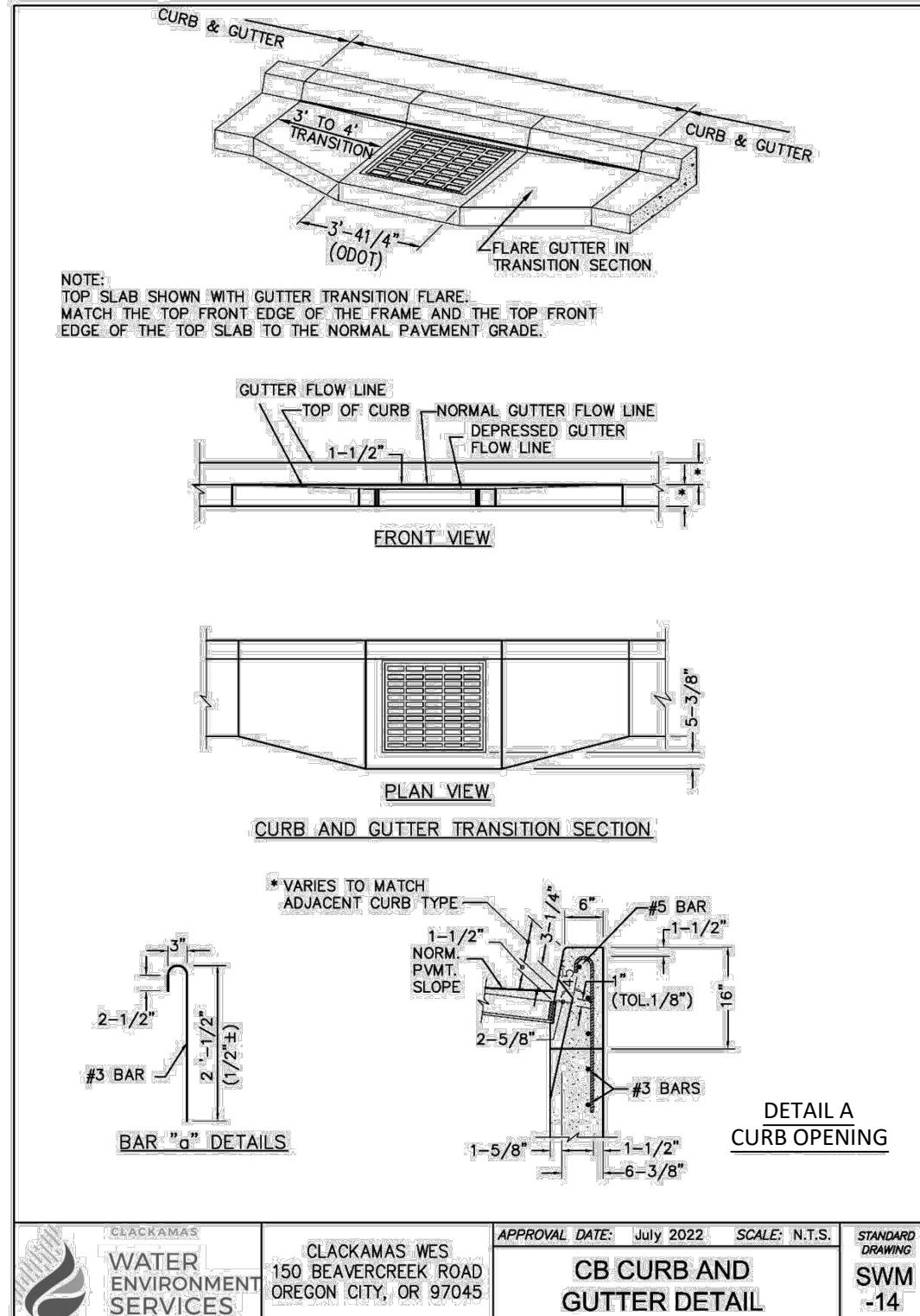


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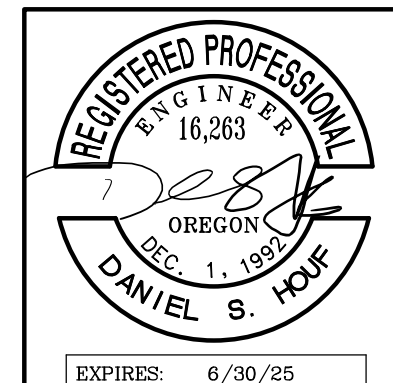
- "A" CURB EXPOSURE, STANDARD 6", VARY AS SHOWN ON TYPICAL SECTION, OR AS DIRECTED.
 - "B" CURB EXPOSURE ADJACENT TO DRIVEWAY, STANDARD 1", OR AS DIRECTED.
 - "C" DRIVEWAY APRON WING, STANDARD RESIDENTIAL & COMMERCIAL 5' MIN, OR AS DIRECTED.
 - "D" END CURB SECTION, TOP TO BE REMOVED UPON EXTENSION OF CURB.
 - "E" WEEP HOLE, 4" PLASTIC DRAIN PIPE OR APPROVED EQUIVALENT, LOCATED AS INDICATED ON THE PLANS OR AS DIRECTED. DRAIN PIPE SHALL HAVE A BELL OR A 3" EXTENSION, FOR FUTURE HOOK-UP.
 - "F" AGGREGATE BASE, 3/4"-0" OR 1/2"-0", 4" MINIMUM
 - "G" EXPANSION JOINTS, MAX. 45' SPACING AND AT BEGINNING AND END OF CURVES OR AS DIRECTED.
 - "H" CONTRACTION JOINTS, MAX. 15' SPACING AND AT LOCATIONS AS DIRECTED.
- CURB TO BE CLASS 3300 PORTLAND CEMENT CONCRETE.
 - CONCRETE AND MISC. MATERIALS USED IN CURB CONSTRUCTION SHALL CONFORM TO CURRENT OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 - FROM PC TO PT INSIDE THE UGB AND UNINCORPORATED COMMUNITIES, AND WHEN THE GUTTER SLOPE OR CURB LINE IS LESS THAN 1% STANDARD DWG. S150 SHALL BE USED, AT PUBLIC INTERSECTIONS.



REVISION	DATE	BY	DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	APPROVAL DATE: 6/1/2020	SCALE: N.T.S.	STANDARD DRAWING
EDIT NOTE 3	12/12	RN				
REVISED	11/19	AAR				
			150 BEAVERCREEK ROAD OREGON CITY, OR 97045			
				STANDARD TYPE 'C' VERTICAL CURB AND CURB DETAILS		S100



Bid Set



DATE	NO.	DESCRIPTION
R E V I S I O N S		

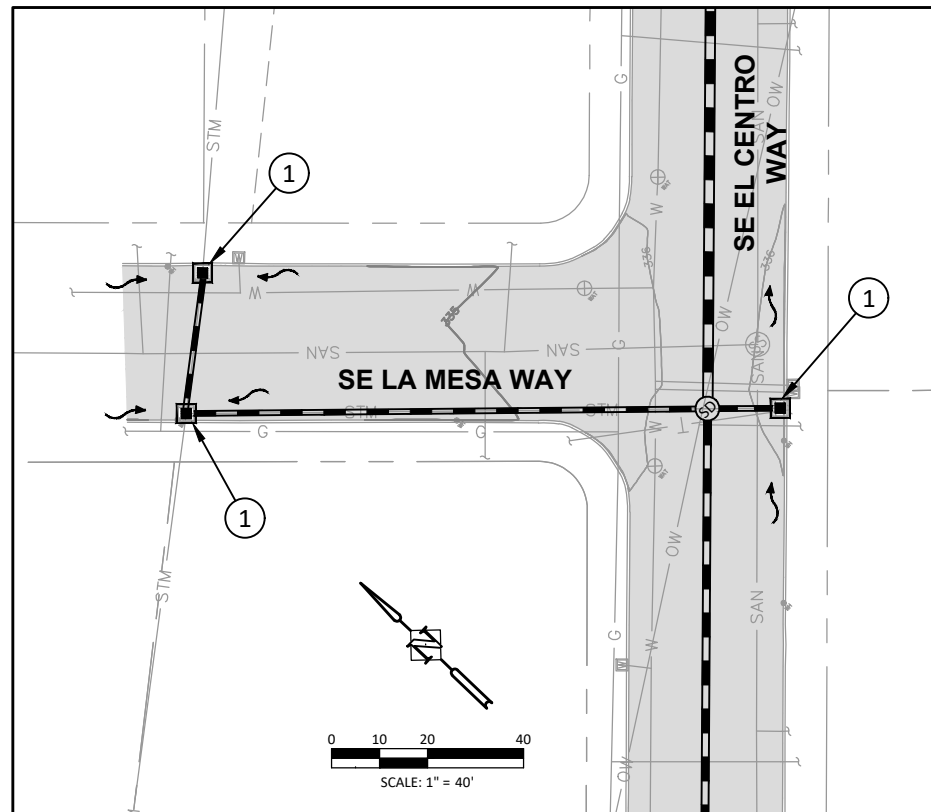
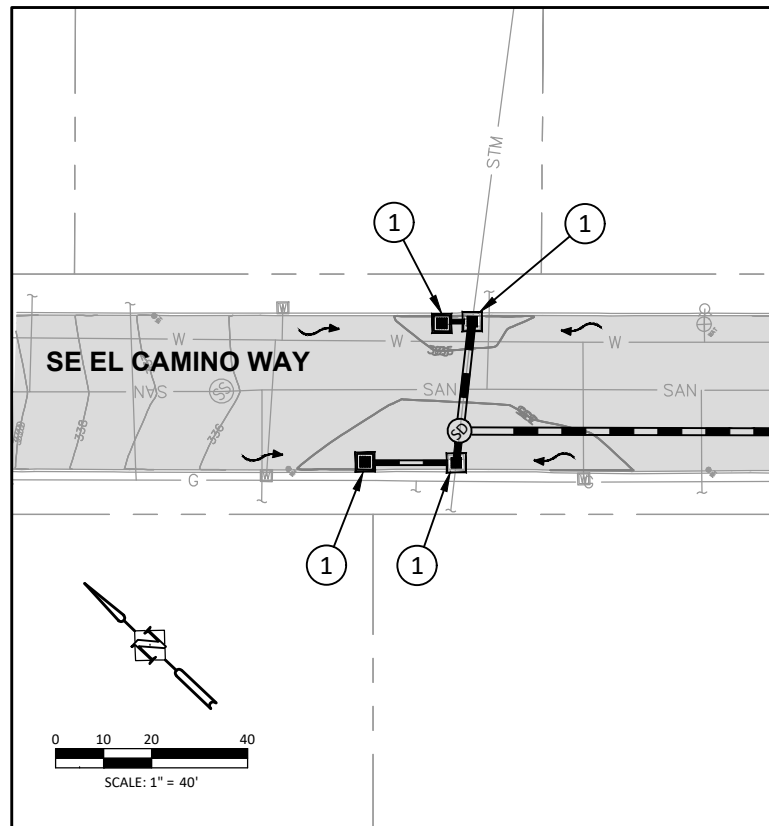
DESIGNED:	DSH/JSE
DRAWN:	JSE/TLH
CHECKED:	DSH/JSE
DATE:	8/9/24

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LANDSCAPE ARCHITECTS*SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Details - Standard Type C Vertical Curb, CB Curb
El Camino Way Stormwater Improvements - ARPA
Clackamas County, Oregon

SHEET NO. **2.7**
JOB NO. CLA-97

R:\01-Portland\CLA (Clackamas County)\CLA-97 (El Camino Stormwater Analysis)\CLA97-DWGS\Sheets\3.0 Erosion & Sediment Control Plans.dwg



CONSTRUCTION NOTES:

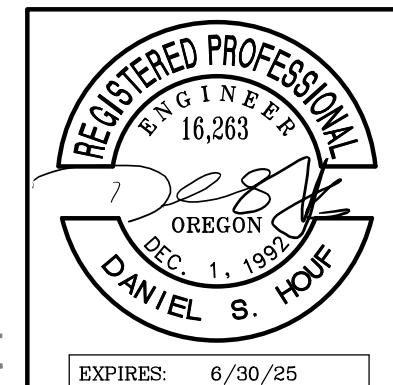
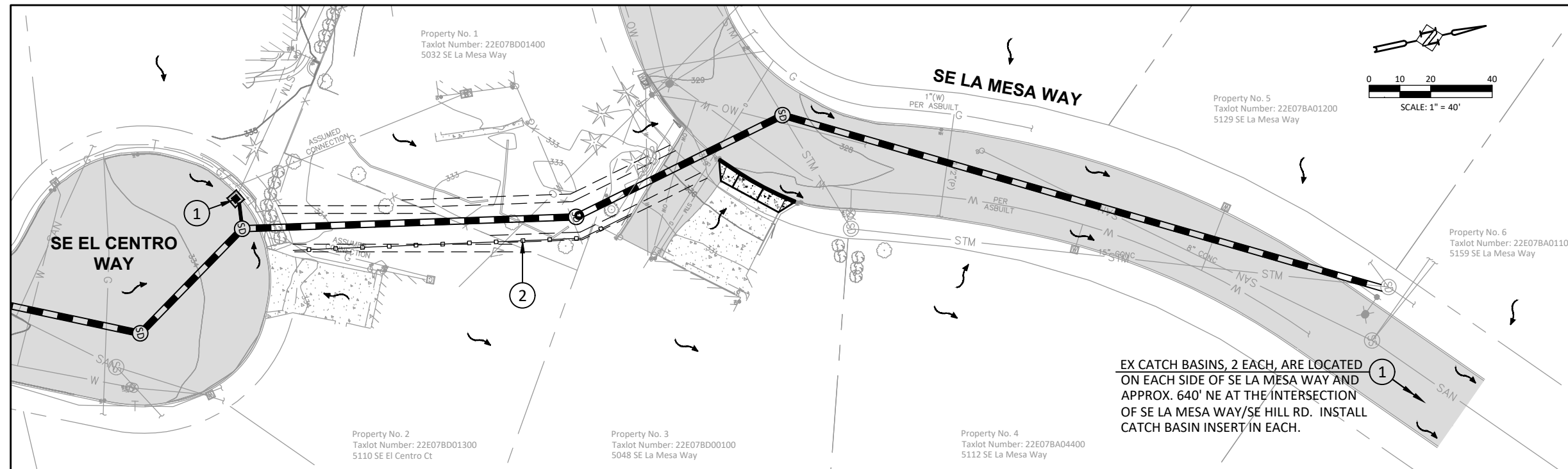
- ① INSTALL INLET PROTECTION TYPE 5, CATCH BASIN INSERT PER OAK LODGE DRAWING NO. 236 ON SHEET 3.2.
- ② INSTALL SEDIMENT FENCE, UNSUPPORTED PER OAK LODGE DRAWING NO. 212 ON SHEET 3.2.

GENERAL NOTE:

SEE OAK LODGE DRAWING NO. 202 ON SHEET 3.1 FOR STANDARD EROSION CONTROL NOTES.

LEGEND FOR EROSION & SEDIMENT CONTROL

	INLET PROTECTION TYPE 5, CATCH BASIN INSERT
	STORMWATER FLOW DIRECTION
	SEDIMENT FENCE, UNSUPPORTED



Bid Set

EXPIRES: 6/30/25

DATE	NO.	DESCRIPTION
R E V I S I O N S		

DESIGNED:	DSH/JSE
DRAWN:	JSE/TLH
CHECKED:	DSH/JSE
DATE:	8/9/24

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phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Erosion & Sediment Control Plans
El Camino Way Stormwater Improvements - ARPA
Clackamas County, Oregon

SHEET NO.
3.0
JOB NO.
CLA-97

R:\01-Portland\CLA (Clackamas County)\CLA-97 (El Camino Stormwater Analysis)\CLA97-DWGS\Sheets\3.3 ESC Details.dwg

NOTES:

1. WHENEVER RAINFALL AND RUNOFF OCCUR, A KNOWLEDGEABLE AND EXPERIENCED PERSON IN THE PRINCIPLES, PRACTICES, INSTALLATION, AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS MUST PROVIDE DAILY INSPECTIONS OF BOTH THE CONTROLS AND PLACES WHERE WATER FLOWS OUT OF THE SITE. THIS PERSON SHALL WORKS FOR THE PERMITTEE.
2. CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE GROUND DURING THE WET WEATHER PERIOD, BETWEEN OCTOBER 1 AND MAY 31. ALL EXPOSED SOILS MUST BE COVERED AT END OF BUSINESS DAY DURING THE WET WEATHER PERIOD.
3. DURING THE WET WEATHER PERIOD, TEMPORARY STABILIZATION OF THE SITE MUST OCCUR AT THE END OF EACH WORKDAY.
4. SEDIMENT CONTROLS MUST BE INSTALLED AND MAINTAINED ON ALL DOWNHILL SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THEY MUST REMAIN IN PLACE UNTIL PERMANENT VEGETATION OR OTHER PERMANENT COVERING OF EXPOSED SOIL IS ESTABLISHED.
5. ALL INLETS MUST HAVE SEDIMENT CONTROLS INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
6. SIGNIFICANT AMOUNTS OF SEDIMENT THAT LEAVES THE SITE MUST BE CLEANED UP WITHIN 24 HOURS AND EITHER PLACED BACK ON THE SITE AND STABILIZED OR DISPOSED OF PROPERLY. THE CAUSE OF THE SEDIMENT RELEASE MUST BE FOUND AND PREVENTED FROM CAUSING A RECURRENCE OF EROSION DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PREFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIME FRAME.
7. SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES.
8. SEDIMENT MUST BE REMOVED FROM BEHIND ALL SEDIMENT CONTROL MEASURES WHEN IT HAS REACHED A HEIGHT OF ONE THIRD THE BARRIER HEIGHT AND PRIOR TO THE CONTROL MEASURE'S REMOVAL.
9. ALL STRUCTURES WITH SUMPS MUST BE CLEANED WHEN THE SEDIMENT RETENTION CAPACITY HAS REACHED 50% AND ALSO AT COMPLETION OF THE PROJECT.
10. ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.
11. THE PERMITTEE MUST PROPERLY MANAGE HAZARDOUS WASTES, OILS, CONTAMINATED SOILS, CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, AND OTHER TOXIC SUBSTANCES DISCOVERED OR GENERATED DURING CONSTRUCTION.
12. THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE MADE IN APPLICATION OF FERTILIZERS WITHIN THE RIPERIAN ZONE OF ANY WATERWAY.
13. OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH CURRENT DISTRICT STANDARDS AND COUNTY, STATE, AND FEDERAL REGULATIONS.
14. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. UNLESS OTHERWISE APPROVED, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT. NOTE: VEGETATED CORRIDORS MUST BE DELINEATED WITH ORANGE CONSTRUCTION FENCE OR APPROVED EQUAL.
15. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE MINIMUM CONTROL MEASURES THAT MUST BE INSTALLED ARE GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION WHERE INLETS ARE PRESENT. AS SOON AS LAND DISTURBING ACTIVITIES START, SOIL PILES MUST BE PROPERLY COVERED. ALL THESE MEASURES MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
16. IF VEGETATIVE SEED MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE BEFORE SEPTEMBER 1.
17. WATERTIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMPS; SOIL MUST BE DRAINED SUFFICIENTLY FOR MINIMAL SPILLAGE.
18. ALL PUMPING OF SEDIMENT LADEN WATER MUST BE DISCHARGED OVER AN UNDISTURBED VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (SUCH AS FILTER BAGS).
19. THE EROSION AND SEDIMENT CONTROL PLAN MUST BE KEPT ONSITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
20. WRITTEN EROSION AND SEDIMENT CONTROL LOGS ARE SUGGESTED TO BE MAINTAINED ONSITE AND AVAILABLE TO DISTRICT INSPECTORS UPON REQUEST.
21. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO MAINTAIN COMPLIANCE WITH ALL REGULATIONS.
22. IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMPS MUST BE USED, WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.



STANDARD EROSION CONTROL NOTES FOR SITES LESS THAN ONE ACRE

NO.	REVISIONS	DATE	BY	APPROVED
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2				
3				
4				

DRAWING NO.
202

DATE: 02/18/2020
SCALE: NTS

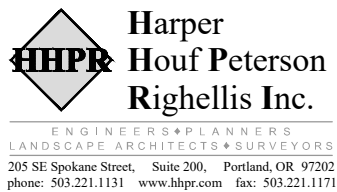


Bid Set

EXPIRES: 6/30/25

DATE	NO.	DESCRIPTION
R E V I S I O N S		

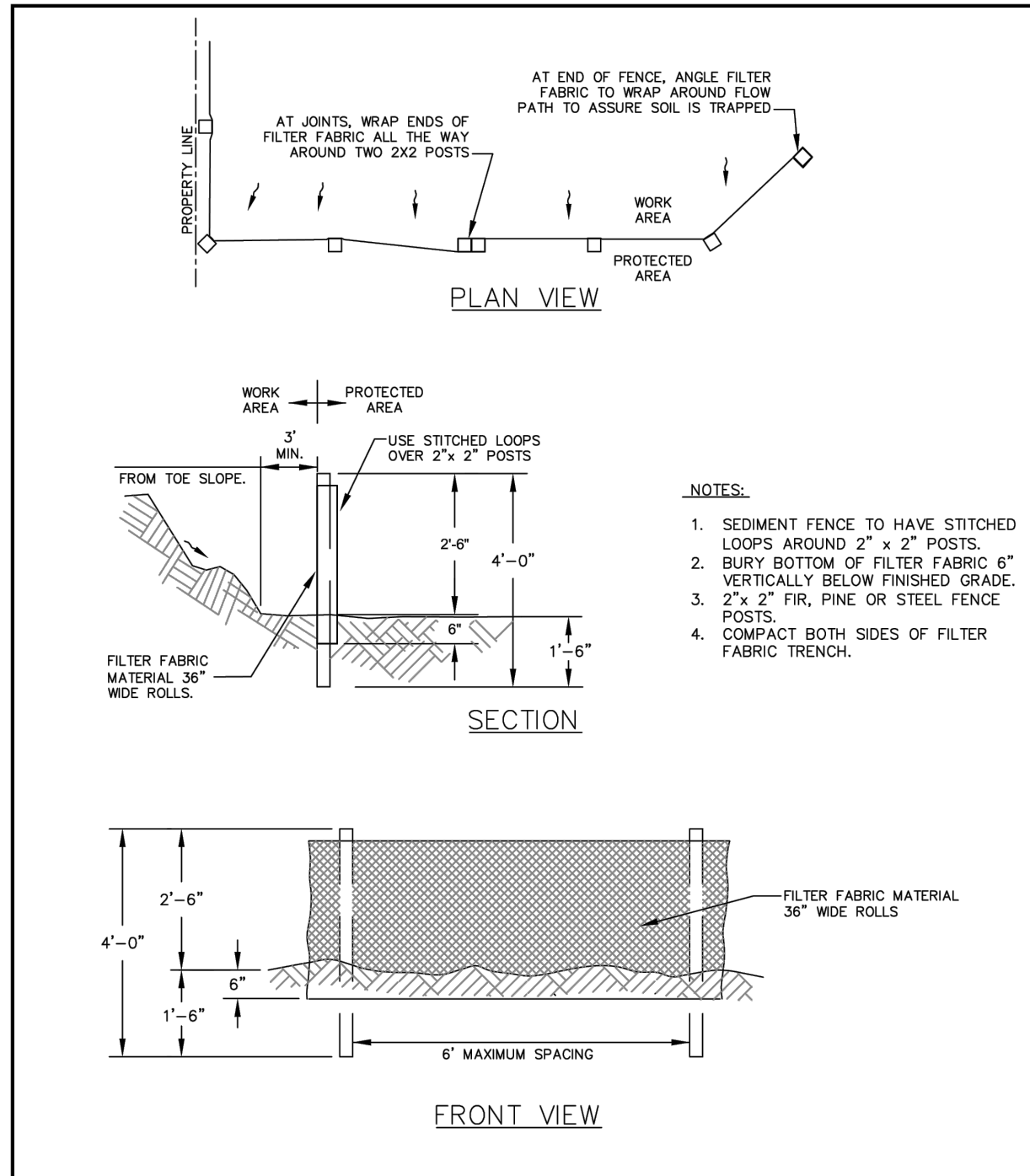
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DATE:	8/9/24



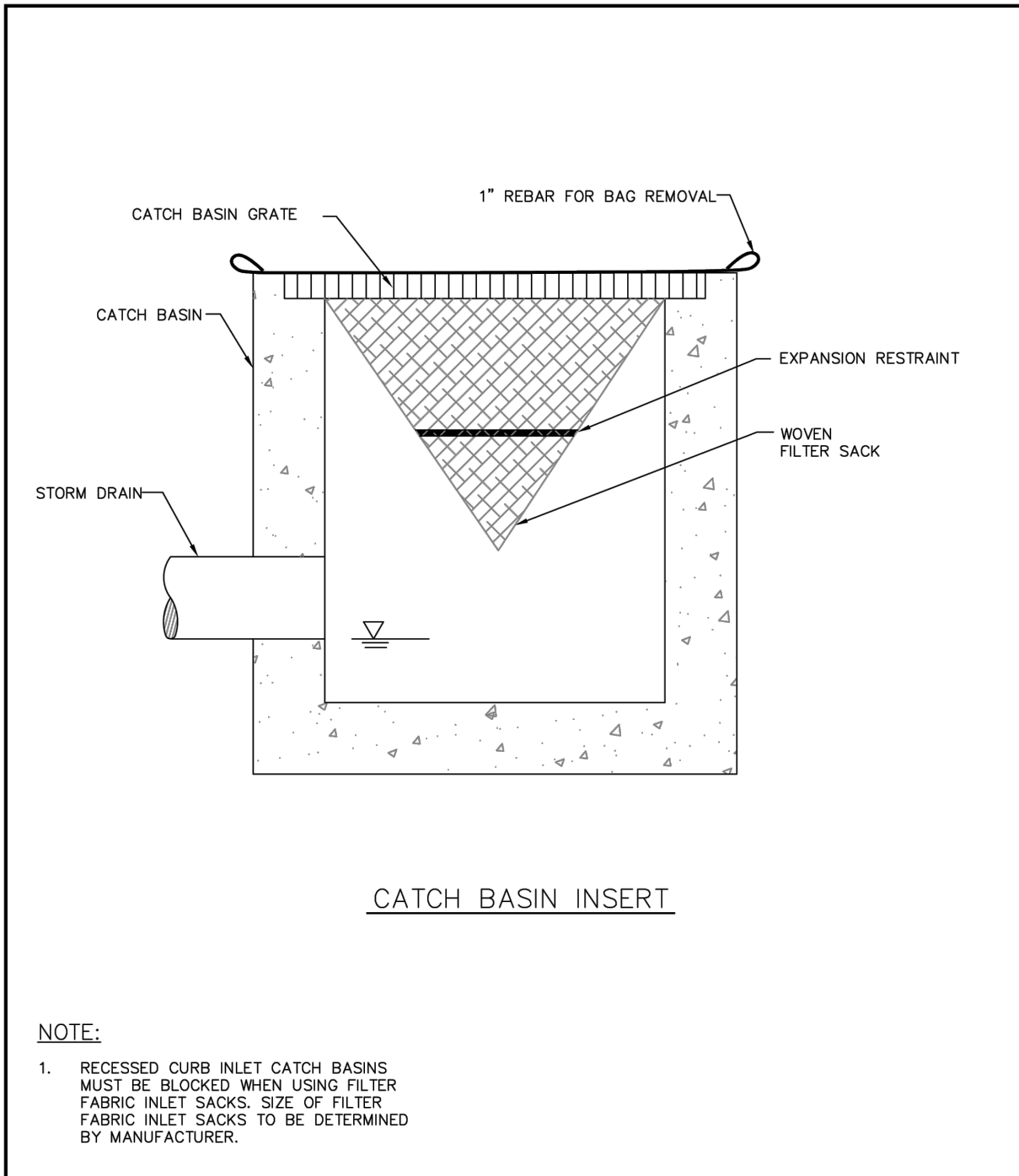
ESC Notes
El Camino Way Stormwater Improvements - ARPA
Clackamas County, Oregon

SHEET NO.
3.1
JOB NO.
CLA-97

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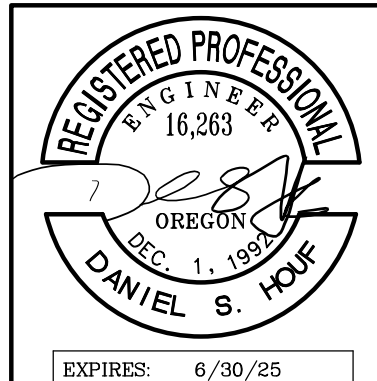
- NOTES:**
1. SEDIMENT FENCE TO HAVE STITCHED LOOPS AROUND 2" x 2" POSTS.
 2. BURY BOTTOM OF FILTER FABRIC 6" VERTICALLY BELOW FINISHED GRADE.
 3. 2"x 2" FIR, PINE OR STEEL FENCE POSTS.
 4. COMPACT BOTH SIDES OF FILTER FABRIC TRENCH.



- NOTE:**
1. RECESSED CURB INLET CATCH BASINS MUST BE BLOCKED WHEN USING FILTER FABRIC INLET SACKS. SIZE OF FILTER FABRIC INLET SACKS TO BE DETERMINED BY MANUFACTURER.

<p>EROSION CONTROL STANDARD DRAWING</p>	SEDIMENT BARRIER SEDIMENT FENCE				DRAWING NO. 212																							
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<p>EROSION CONTROL STANDARD DRAWING</p>	INLET PROTECTION TYPE 5				DRAWING NO. 236																							
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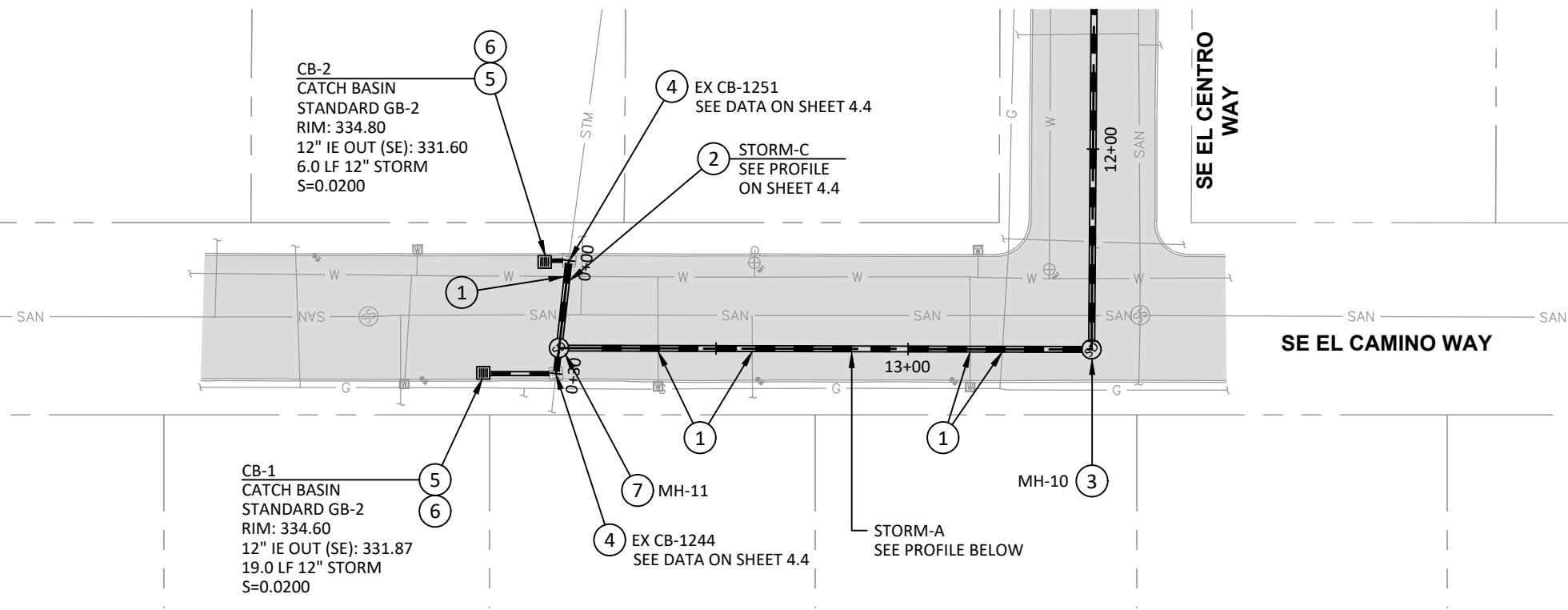
DATE	NO.	DESCRIPTION
R E V I S I O N S		

Harper Houf Peterson Righellis Inc.
ENGINEERS*PLANNERS
LANDSCAPE ARCHITECTS*SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

ESC Details
El Camino Way Stormwater Improvements - ARPA
 Clackamas County, Oregon

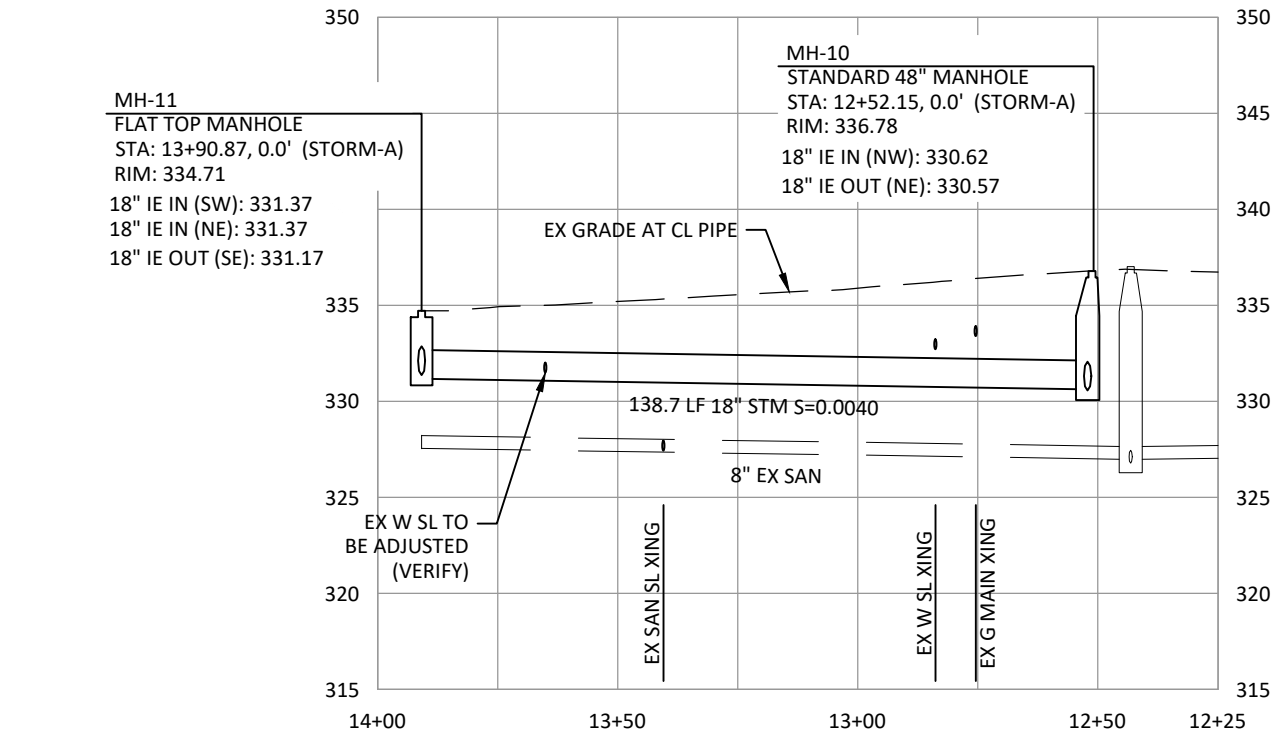
SHEET NO.
3.2
 JOB NO.
 CLA-97

R:\01-Portland\CLA (Clackamas County)\CLA-97 (El Camino Stormwater Analysis)\CLA97-DWGS\Sheets\4.5 Storm-B & Storm-C Profiles.dwg

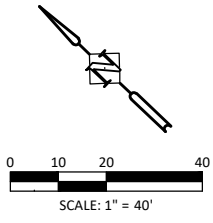


CONSTRUCTION NOTES:

- ① CAUTION! UNDERGROUND UTILITY CROSSING. POTHOLE ALL UTILITY CROSSINGS TO CONFIRM CONSTRUCTABILITY PRIOR TO ANY STRUCTURE PROCUREMENT. ALL EXISTING UTILITIES ARE TO BE PROTECTED.
- ② REMOVE EXISTING STORM PIPE AND REPLACE WITH NEW STORM PIPE PER DESIGN. PROTECT EXISTING FEATURES THAT ARE TO REMAIN.
- ③ CONSTRUCT STANDARD 48" MANHOLE PER DETAIL ON SHEET 2.4.
- ④ CONNECT TO EXISTING CATCH BASIN PER DETAIL ON SHEET 2.6.
- ⑤ CONSTRUCT CATCH BASIN STANDARD GB-2 PER DETAIL ON SHEET 2.2. PRIOR TO CONSTRUCTION, CONFIRM LOCATION/ELEVATION AND ADJUST RIM TO GRADE AS REQUIRED AND DIRECTED. COORDINATE WITH ENGINEER.
- ⑥ RECONSTRUCT STANDARD TYPE C VERTICAL CURB PER DETAIL S100 ON SHEET 2.7. PROVIDE #3 BARS IN CURB AT CATCH BASIN AS REQUIRED AND DIRECTED.
- ⑦ CONSTRUCT FLAT TOP MANHOLE PER DETAIL ON SHEET 2.5.



STORM-A PROFILE
SCALE: 1" = 40' (HORZ.) 1" = 10' (VERT.)
SL = SERVICE LATERAL



DATE	NO.	DESCRIPTION
R E V I S I O N S		

DESIGNED:	DSH/JSE
DRAWN:	JSE/TLH
CHECKED:	DSH/JSE
DATE:	8/9/24

HHPR Harper Houf Peterson Righellis Inc.
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LANDSCAPE ARCHITECTS*SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

Storm Plan & Profile - SE El Camino Way
El Camino Way Stormwater Improvements - ARPA
Clackamas County, Oregon

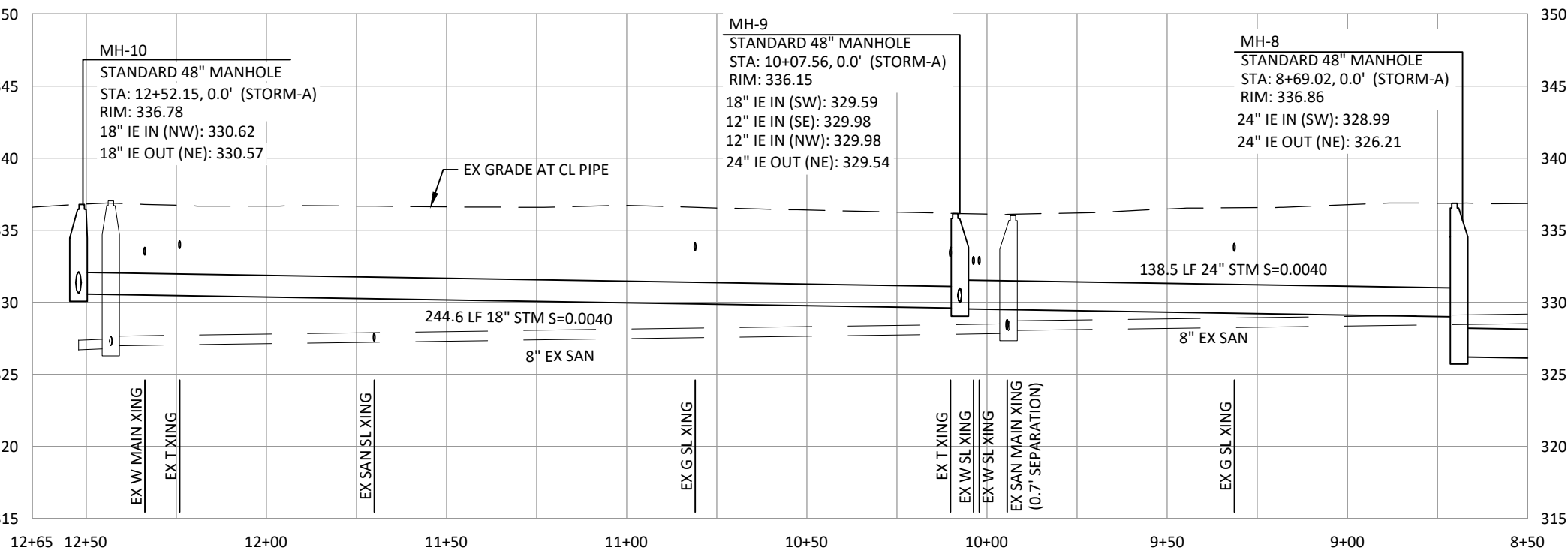
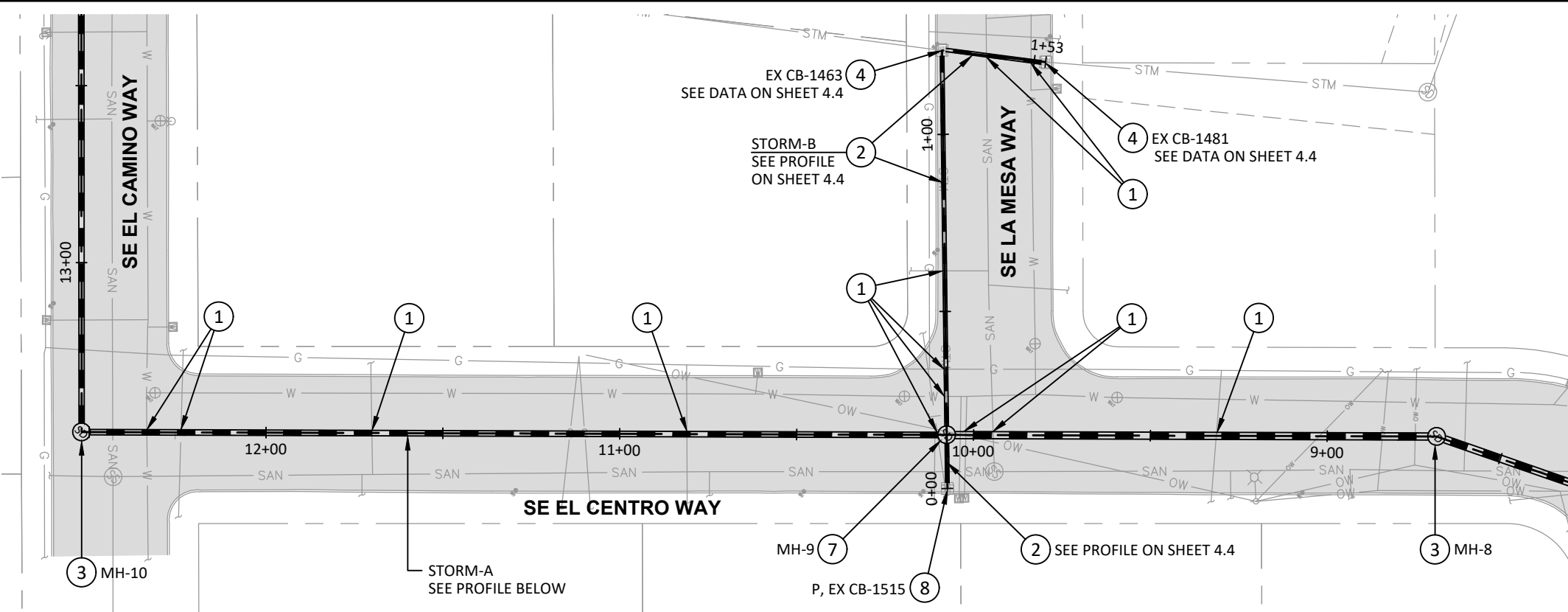
REGISTERED PROFESSIONAL ENGINEER
16,263
OREGON
DEC. 1, 1992
DANIEL S. HOUF

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JOB NO.
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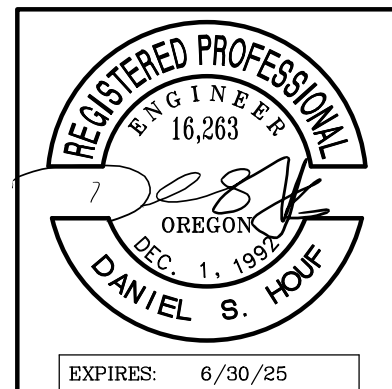
STORM-A PROFILE

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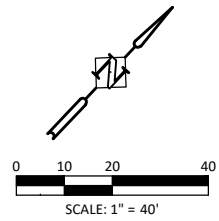
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- 1 CAUTION! UNDERGROUND UTILITY CROSSING. POTHOLE ALL UTILITY CROSSINGS TO CONFIRM CONSTRUCTABILITY PRIOR TO ANY STRUCTURE PROCUREMENT. ALL EXISTING UTILITIES ARE TO BE PROTECTED.
- 2 REMOVE EXISTING STORM PIPE AND REPLACE WITH NEW STORM PIPE PER DESIGN. PROTECT EXISTING FEATURES THAT ARE TO REMAIN.
- 3 CONSTRUCT STANDARD 48" MANHOLE PER DETAIL ON SHEET 2.4.
- 4 CONNECT TO EXISTING CATCH BASIN PER DETAIL ON SHEET 2.6.
- 7 CONSTRUCT FLAT TOP MANHOLE PER DETAIL ON SHEET 2.5.
- 8 PROTECT (P), REMOVE (R), REPLACE (REP) EXISTING FEATURE. IN THE EVENT OF REMOVE & REPLACE COORDINATE WITH ENGINEER FOR DIRECTION PRIOR TO CONSTRUCTION.



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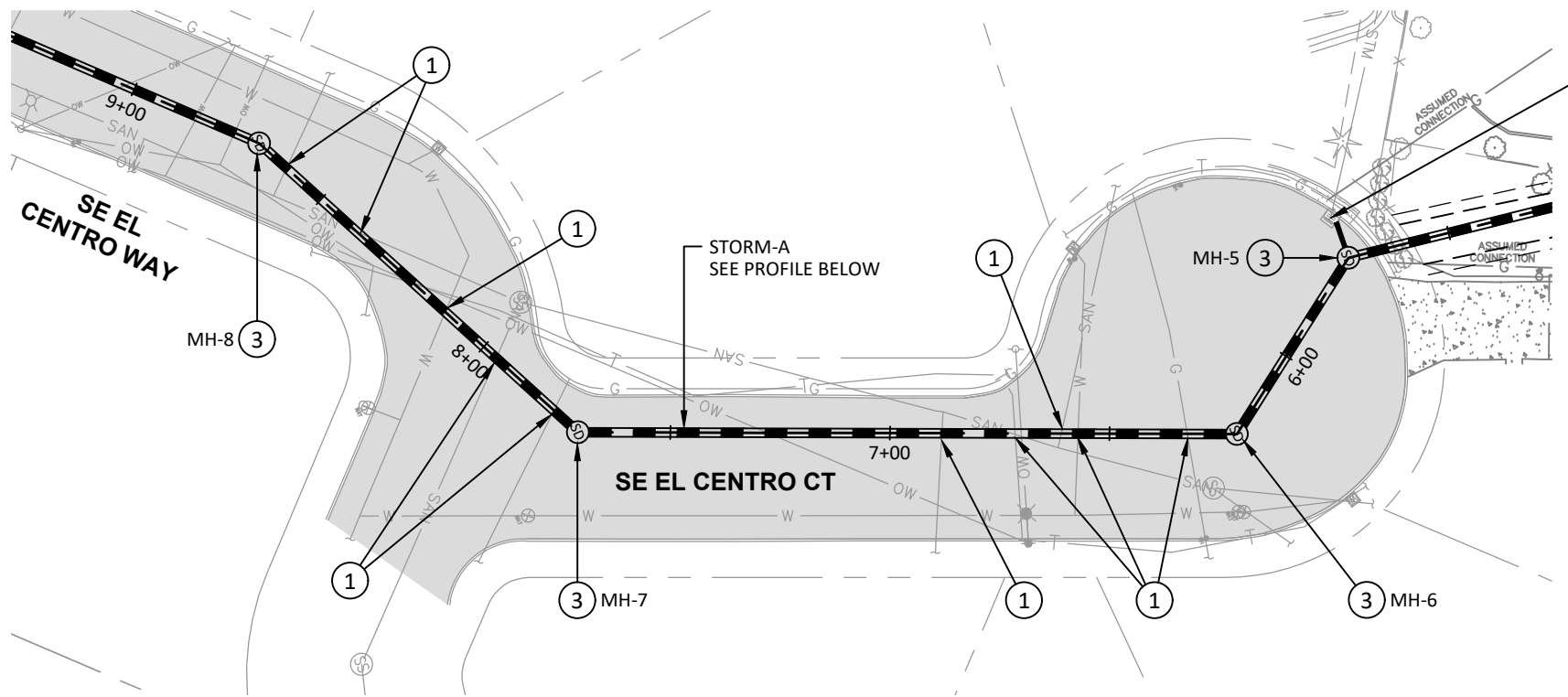
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 Clackamas County, Oregon

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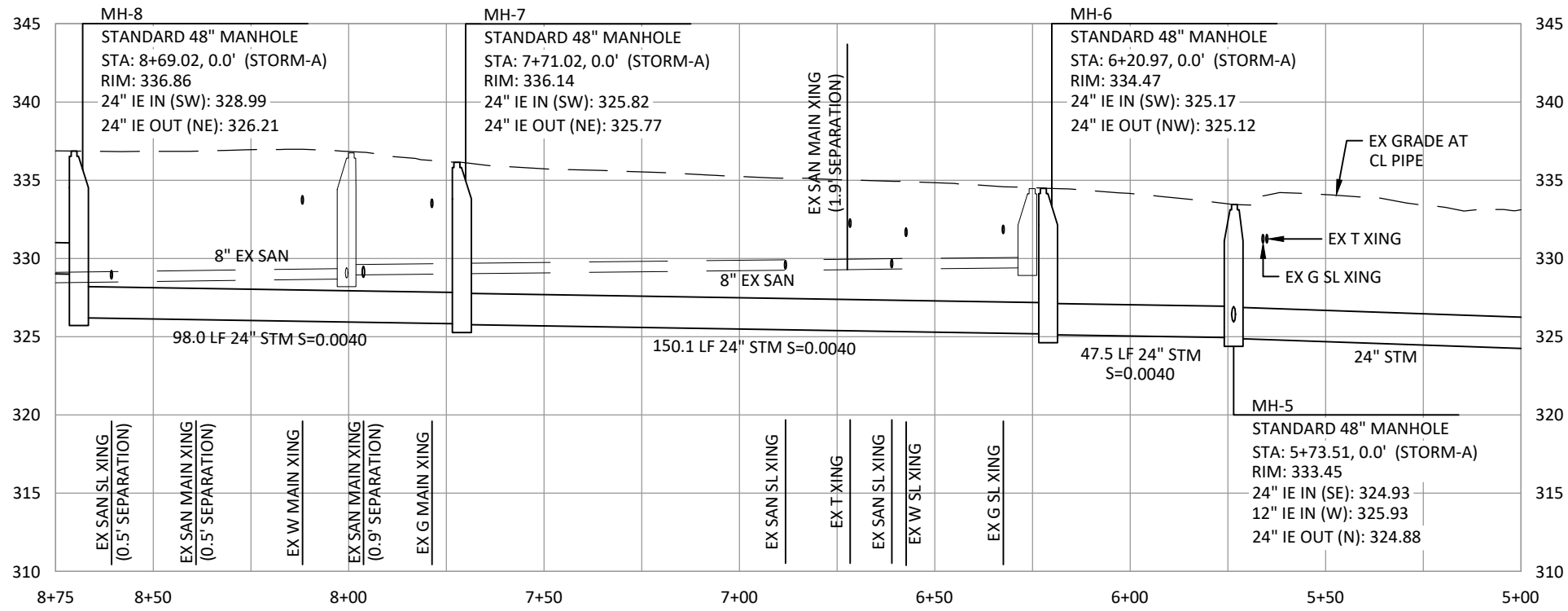
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4 EX CB-1748
EX CATCH BASIN
RIM: 333.41
12" IE OUT (NW): 330.46 - PROTECT EX
12" IE OUT (E): 330.46
10.0 LF 12" STORM S=0.4548

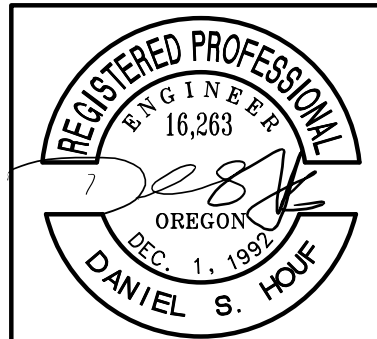
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- 1 CAUTION! UNDERGROUND UTILITY CROSSING. POTHOLE ALL UTILITY CROSSINGS TO CONFIRM CONSTRUCTABILITY PRIOR TO ANY STRUCTURE PROCUREMENT. ALL EXISTING UTILITIES ARE TO BE PROTECTED.
- 3 CONSTRUCT STANDARD 48" MANHOLE PER DETAIL ON SHEET 2.4.
- 4 CONNECT TO EXISTING CATCH BASIN PER DETAIL ON SHEET 2.6.



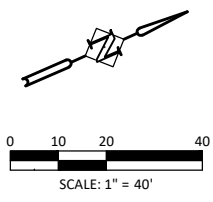
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SL = SERVICE LATERAL



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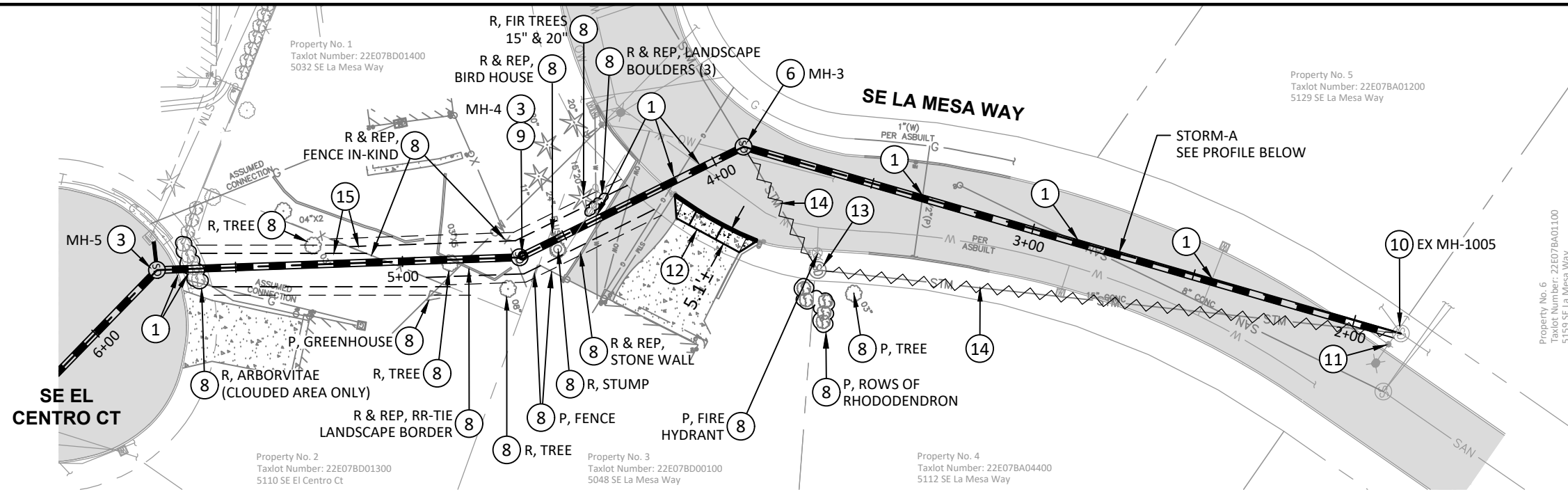
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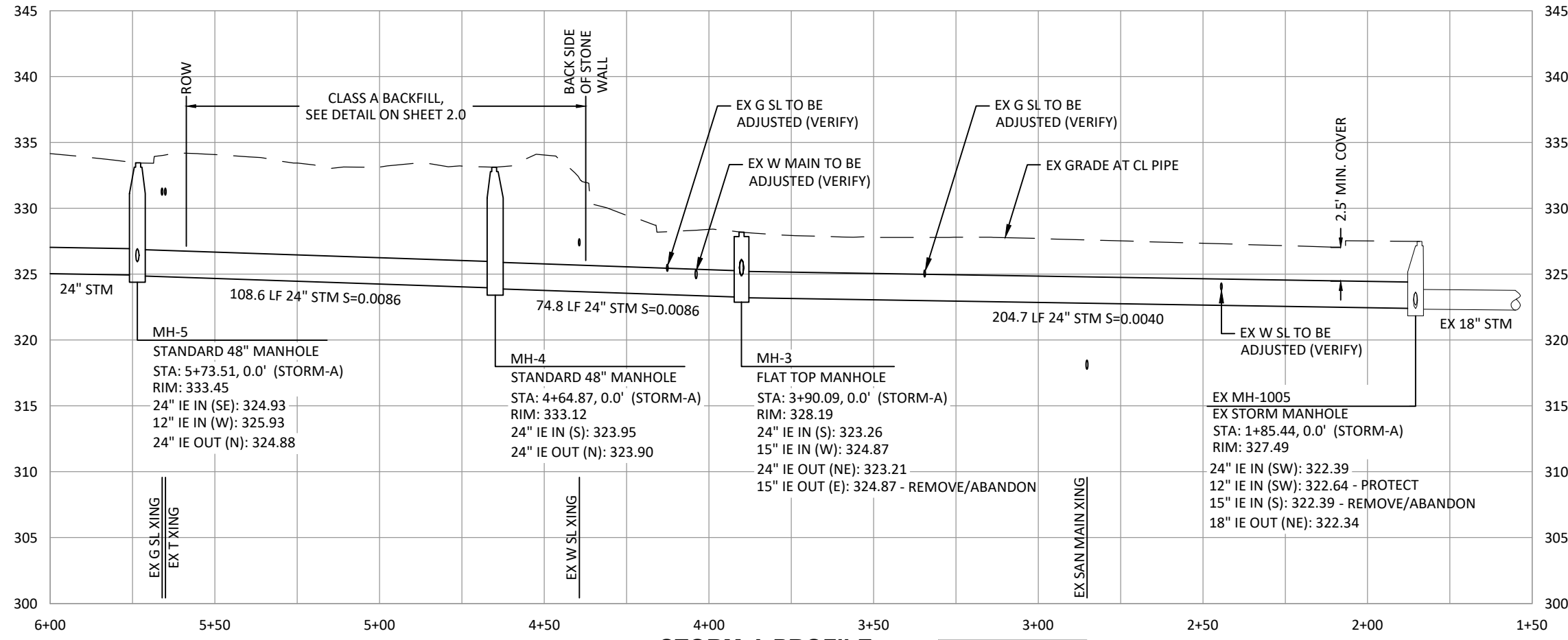
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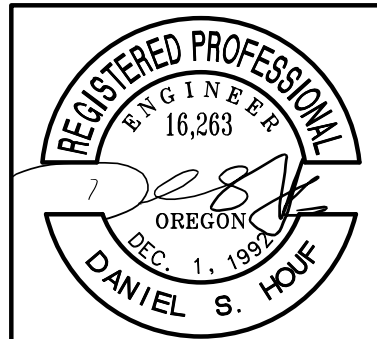
CONSTRUCTION NOTES:

- 1 CAUTION! UNDERGROUND UTILITY CROSSING. POTHOLE ALL UTILITY CROSSINGS TO CONFIRM CONSTRUCTABILITY PRIOR TO ANY STRUCTURE PROCUREMENT. ALL EXISTING UTILITIES ARE TO BE PROTECTED.
- 3 CONSTRUCT STANDARD 48" MANHOLE PER DETAIL ON SHEET 2.4.
- 6 CONSTRUCT FLAT TOP MANHOLE PER DETAIL ON SHEET 2.5. CONNECT EXISTING 15" STORM PIPE (W) TO NEW MANHOLE PER DETAIL ON SHEET 2.6. PLUG AND ABANDON EXISTING 15" STORM PIPE (E) AS NOTED.
- 8 PROTECT (P), REMOVE (R), REPLACE (REP) EXISTING FEATURE. IN THE EVENT OF REMOVE & REPLACE COORDINATE WITH ENGINEER FOR DIRECTION PRIOR TO CONSTRUCTION.
- 9 ROTATE MANHOLE LID TO ALLOW MIN. 1.5-FT. OFFSET FROM FENCE LINE FOR ACCESS TO MANHOLE AT ALL TIMES.
- 10 REMOVE EXISTING 15" STORM PIPE AT MANHOLE. CORE EXISTING MANHOLE TO ALLOW NEW 24" PIPE CONNECTION. SHIFT NEW 24" PIPE IN MANHOLE TO MAINTAIN 12" MIN. CLEARANCE BETWEEN PIPES. CONNECT TO EXISTING STORM MANHOLE PER DETAIL ON SHEET 2.6. PROTECT EXISTING STORM PIPES UNLESS INDICATED OTHERWISE. COORDINATE WITH ENGINEER.
- 11 PROTECT EXISTING POWER POLE WITH STREET LIGHT. NW GUY WIRES TO BE PROTECTED. SW GUY WIRE TO BE ADJUSTED BY UTILITY TO ALLOW FOR STORM PIPE INSTALLATION. CONTRACTOR TO COORDINATE WITH UTILITY.
- 12 REMOVE AND REPLACE EXISTING CONCRETE CURB AND DRIVEWAY APRON IN-KIND. SAWCUT APRON AT JOINT AND REMOVE. MATCH LOCATION OF EXISTING CONCRETE DRIVEWAY JOINTS IN NEW DRIVEWAY. SEE STANDARD DRIVEWAY DETAIL ON SHEET 2.6.
- 13 PLUG EXISTING STORM LINES AND ABANDON EXISTING MANHOLE IN-PLACE. REMOVE MANHOLE CONE, RISERS, AND FRAME AND COVER. FILL ANY VOID WITH CONTROLLED DENSITY FILL (CDF). PROVIDE 12" MIN. DEPTH TOPSOIL TO GRADE. PROTECT ADJACENT EXISTING VEGETATION.
- 14 PLUG AND ABANDON EXISTING STORM PIPE IN-PLACE AS REQUIRED AND DIRECTED. COORDINATE WITH ENGINEER.
- 15 PROPOSED 10' STORM SEWER EASEMENT WITH 2.5' TCE ON BOTH SIDES. NOTE: THE PIPE IS CENTERED IN THE STORM SEWER EASEMENT EXCEPT FOR PROPERTY NO. 2 WHERE IT IS ROTATED FROM CENTER.



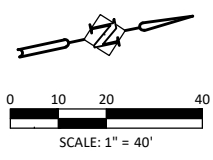
STORM-A PROFILE
SCALE: 1" = 40' (HORZ.) 1" = 10' (VERT.)

SL = SERVICE LATERAL



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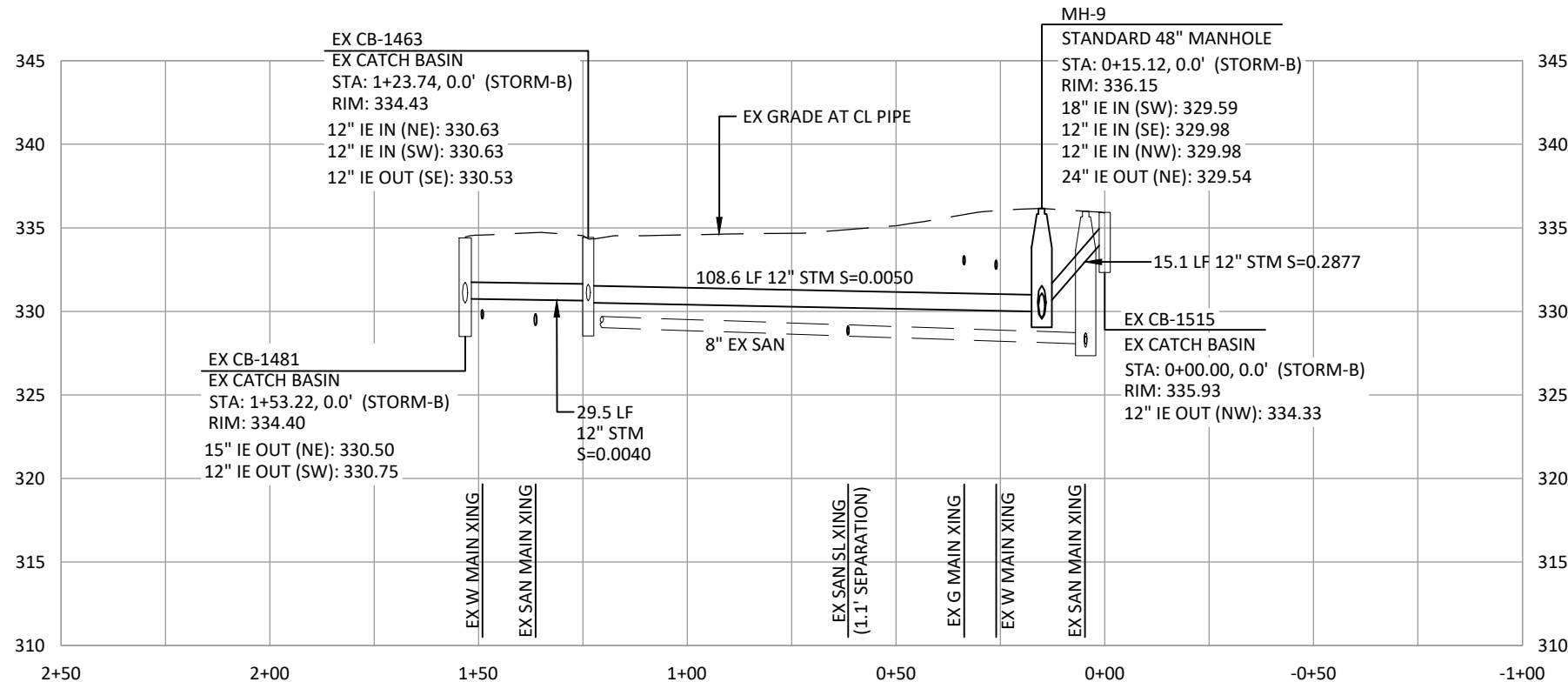
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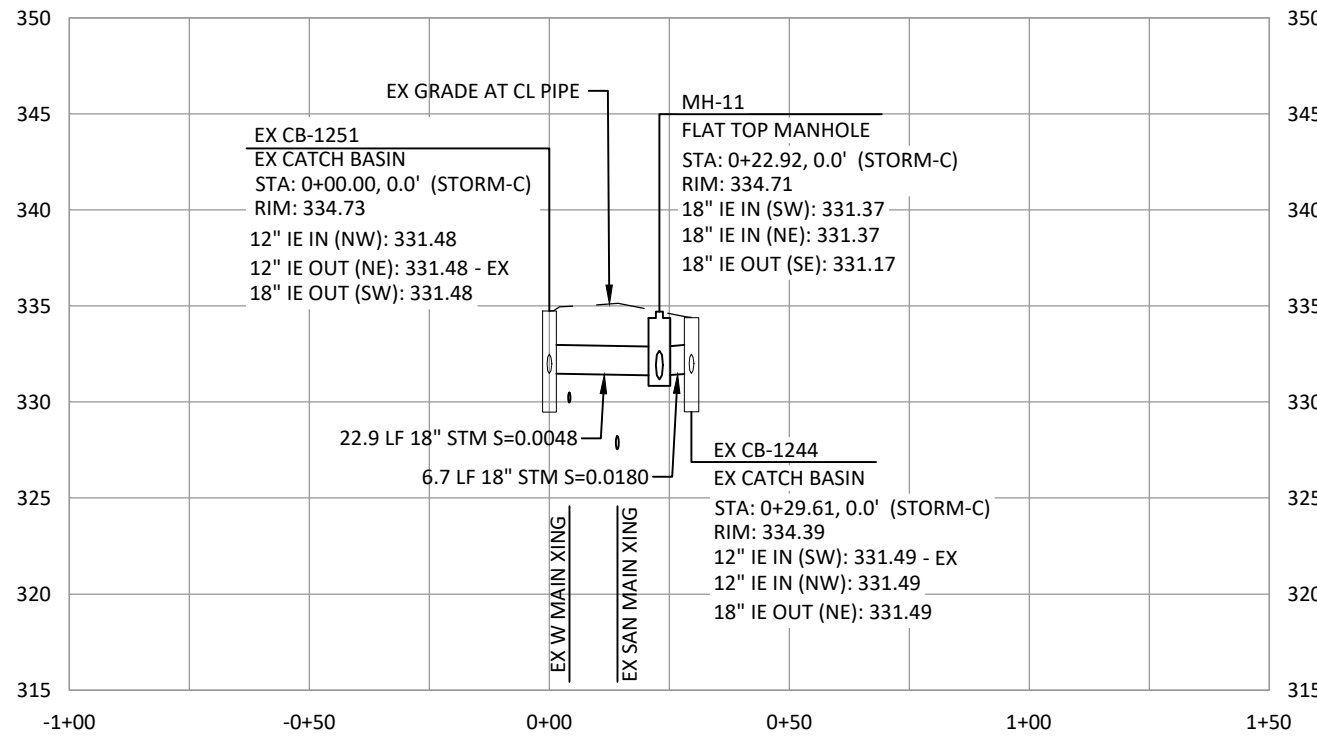
Storm Plan & Profile - SE El Centro Ct to SE La Mesa Way
El Camino Way Stormwater Improvements - ARPA
Clackamas County, Oregon

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JOB NO. CLA-97

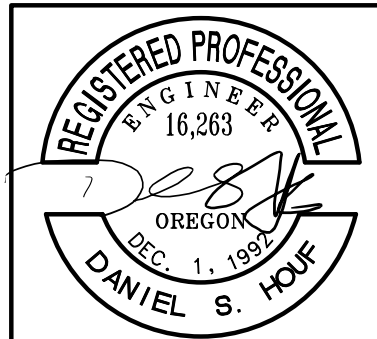
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STORM-B PROFILE
SCALE: 1" = 40' (HORZ.) 1" = 10' (VERT.)
SEE PLAN ON SHEET 4.1
SL = SERVICE LATERAL

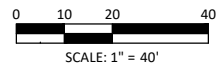


STORM-C PROFILE
SCALE: 1" = 40' (HORZ.) 1" = 10' (VERT.)
SEE PLAN ON SHEET 4.0



Bid Set

EXPIRES: 6/30/25



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Storm-B & Storm-C Profiles
El Camino Way Stormwater Improvements - ARPA
Clackamas County, Oregon

SHEET NO.
4.4
JOB NO.
CLA-97

Geotechnical Investigation El Camino Way Stormwater Improvements Project

Clackamas County, Oregon

June 20, 2024

Prepared for
Clackamas County DTD
150 S. Beaver Creek Road
Oregon City, OR 97045

Prepared by



16520 SW Upper Boones Ferry Road, Suite 100
Tigard, OR 97224-7661
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FIGURES

- Figure 1: Vicinity Map
- Figure 2: Site Plan

APPENDICES

- Appendix A: Field Explorations and Laboratory Testing
- Appendix B: Earth Dynamics Seismic Refraction Survey Report
- Appendix C: Geoprofessional Business Association Guidance Document

1 INTRODUCTION

As requested, GRI completed a geotechnical investigation for the proposed El Camino Way Stormwater Improvements project in Clackamas County, Oregon. The general location of the project is shown on the Vicinity Map, Figure 1.

The purpose of this report is to present geotechnical data collected during our geotechnical investigation for the project. The following text describes the project, site geology, field exploration program, laboratory testing program, and the soil and rock units encountered. Appendix A includes logs of the explorations and laboratory testing completed by GRI. Appendix B includes a report prepared by Earth Dynamics LLC (Earth Dynamics) describing the methods and results of seismic refraction surveys performed at the site.

2 PROJECT DESCRIPTION

Clackamas County plans to complete improvements to stormwater infrastructure along SE El Camino Way, SE El Centro Way, SE El Centro Court, and SE La Mesa Way in the unincorporated community of Oatfield, Oregon. The improvements include the replacement and/or addition of stormwater pipes ranging from 12 inches to 24 inches in diameter, as well as numerous manholes and catch basins. The depth of the pipes and other improvements ranges from around 4 feet to 11 feet below existing grades. In general, we assume installation of stormwater pipes will be performed using open trench methods. However, an approximately 230- to 240-foot segment of 24-inch-diameter pipe between SE El Centro Court and SE La Mesa Way will be installed using trenchless methods.

3 SITE DESCRIPTION

3.1 Site Conditions

The project is generally located along paved two-lane roads in a residential area. The ground surface along the project alignment is relatively flat, with elevations ranging from around 333 feet to 337 feet between SE El Camino Way and SE El Centro Court before decreasing to around elevation 328 feet along SE El Mesa Way. The proposed trenchless crossing described above transects multiple private properties located between SE El Centro Court and SE La Mesa Way. Based on a figure provided by you, the trenchless alignment appears to pass within about 20 feet to 25 feet of three existing houses.

3.2 Geology

Based on our review of available geologic mapping, experience with nearby projects, and explorations completed for this project, the site consists of basalt of the Columbia River Basalt Group, Frenchman Springs Member (Wells et al., 2020). Based on explorations completed for this project and our experience in similar geologic conditions, the upper portion of the basalt generally exhibits a degree of weathering that decreases with depth.

4 FIELD EXPLORATIONS AND LABORATORY TESTING

4.1 General

Subsurface materials and conditions at the site were investigated on April 2, 2024, by GRI with four geotechnical borings designated B-1 through B-4. A seismic refraction survey was completed by Earth Dynamics of Portland, Oregon, in the vicinity of the trenchless alignment on May 17, 2024. The approximate locations of the explorations are shown on the Site Plan, Figure 2.

The terms and symbols used to describe the materials encountered in the geotechnical borings are defined in Table 1A and on the attached legend. The subsurface exploration program is described in more detail below.

4.2 Geotechnical Borings

The geotechnical borings were advanced using hollow-stem auger drilling techniques to depths ranging from approximately 12.7 feet to 16.0 feet below ground surface (bgs) at the approximate locations shown on Figure 2. Logs of the borings are provided on Figures 1A through 4A. Additional information about the geotechnical borings is provided in Appendix A.

4.3 Seismic Refraction Surveys

Two seismic refraction surveys were completed by Earth Dynamics at the approximate locations shown on Figure 2. A report prepared by Earth Dynamics describing the methods and results of the seismic refraction surveys is included in Appendix B. The results of the seismic refraction surveys are shown on Figures A1 and A2 in the Earth Dynamics report. The figures show the compressional (P) wave velocities measured along the length of the surveys with respect to elevation. Inferred depths to bedrock are indicated on the respective figures based on measured compressional wave velocities and comparison with adjacent borings.

4.4 Laboratory Testing

A suite of laboratory tests, including natural moisture content determinations, washed-sieve analyses, Atterberg-limits testing, torvane shear-strength testing, and dry unit weight determinations, were performed on select soil samples obtained from the borings. Additional information regarding the laboratory testing program completed for this investigation is provided in Appendix A.

5 SUBSURFACE CONDITIONS

5.1 Geotechnical Units

For the purpose of discussion, the materials disclosed by the borings have been grouped into units based on their physical characteristics and engineering properties. To aid in the review of subsurface conditions at the site, the major geotechnical units disclosed by the

explorations are listed as they were encountered from the ground surface downward, as follows:

- a. PAVEMENT
- b. CLAY, SILT, and SAND
- c. BASALT

The following paragraphs provide a description of the materials encountered and a discussion of the groundwater conditions at the project site.

a. PAVEMENT

Asphalt concrete (AC) pavement over crushed-rock base course was encountered at the ground surface in each of the borings. The AC pavement was about 2 inches to 5 inches thick. The underlying base course was about 6 inches to 10 inches thick.

b. CLAY, SILT, and SAND

Below the AC pavement sections, the borings generally encountered silt and clay with trace to some fine- to coarse-grained sand and gravel. Boring B-4 encountered a layer of silty sand from 5 feet to 6 feet bgs. Boring B-2 encountered possible cobbles at a depth of 15 feet and boring B-3 encountered cobbles from below the pavement section to a depth of about 10 feet. The clay, silt, and sand materials were typically brown or gray mottled with red, orange, or black. Based on standard penetration test (SPT) blow counts, the relative consistency of the silt and clay materials in borings B-1, B-2, and B-4 ranged from medium stiff to very stiff, and the silty sand layer in boring B-4 was medium dense. In boring B-3, the sandy silt ranged from very stiff to hard.

Based on our explorations and experience in similar geologic conditions, we anticipate that cobbles and boulders of variable size and hardness may be present within the clay, silt, and sand materials throughout the project site.

c. BASALT

Borings B-3 and B-4 encountered basalt at depths of approximately 10 feet and 6 feet, respectively. Based on SPT blow counts and limited sample recovery, the basalt appeared to consist of dark gray to gray, moderately weathered to predominantly decomposed, extremely weak to medium strong (R0 to R3) basalt. Vesicles were noted in samples of the basalt from each of the borings. Borings B-3 and B-4 were terminated within the basalt at depths of approximately 13.0 feet and 12.7 feet, respectively.

5.2 Groundwater

Well logs in the area suggest that the static groundwater level in the vicinity of the project site is on the order of 80 feet to 100 feet below ground surface. However, based on the relative free moisture content of soil samples recovered from borings B-2 and B-4 at

depths of around 11.5 feet and 4.9 feet, respectively, we anticipate perched groundwater conditions may be present within the surficial soil layers mantling the site. Perched groundwater conditions are likely highest during the rainy season, from around October to May.

6 LIMITATIONS

This report has been prepared to aid the project team in the design of this project. The scope is limited to the specific project and location described herein, and our description of the project represents our understanding of the significant aspects of the El Camino Stormwater Improvements project.

The information in this report is based on the data obtained from the subsurface explorations at the locations shown on Figure 2 and other sources of information discussed in this report. In the performance of subsurface investigations, specific information is obtained at specific locations at specific times. However, it is acknowledged that variations in subsurface conditions may exist between exploration locations. This report does not reflect variations that may occur between these explorations. The nature and extent of variation may not become evident until construction. If, during construction, subsurface conditions differ from those encountered in the explorations, we should be advised at once so we can observe and review these conditions and reconsider our conclusions where necessary.

We have included the Geoprofessional Business Association (GBA) guidance document "Important Information about This Geotechnical-Engineering Report/Geoenvironmental Report" to assist you and others in understanding the use and limitations of this report, included as Appendix C. We recommend you read this document.

DRAFT



Submitted for GRI,

Jason D. Bock, PE
Principal

Per T. Onsager, PE
Project Engineer

This document has been submitted electronically.

7 REFERENCES

Wells, R.E., Haugerud, R.A., Niem, A.R., Niem, W.A., Ma, L., Evarts, R.C., O'Connor, J.E., Madin, I.P., Sherrod, D.R., Beeson, M.H., Tolan, T.L., Wheeler, K.L., Hanson, W.B., and Sawlan, M.G., 2020, Geologic map of the greater Portland metropolitan area and surrounding region, Oregon and Washington: U.S. Geological Survey Scientific Investigations Map 3443, pamphlet 55 p., 2 sheets, scale 1:63,360, <https://doi.org/10.3133/sim3443>.

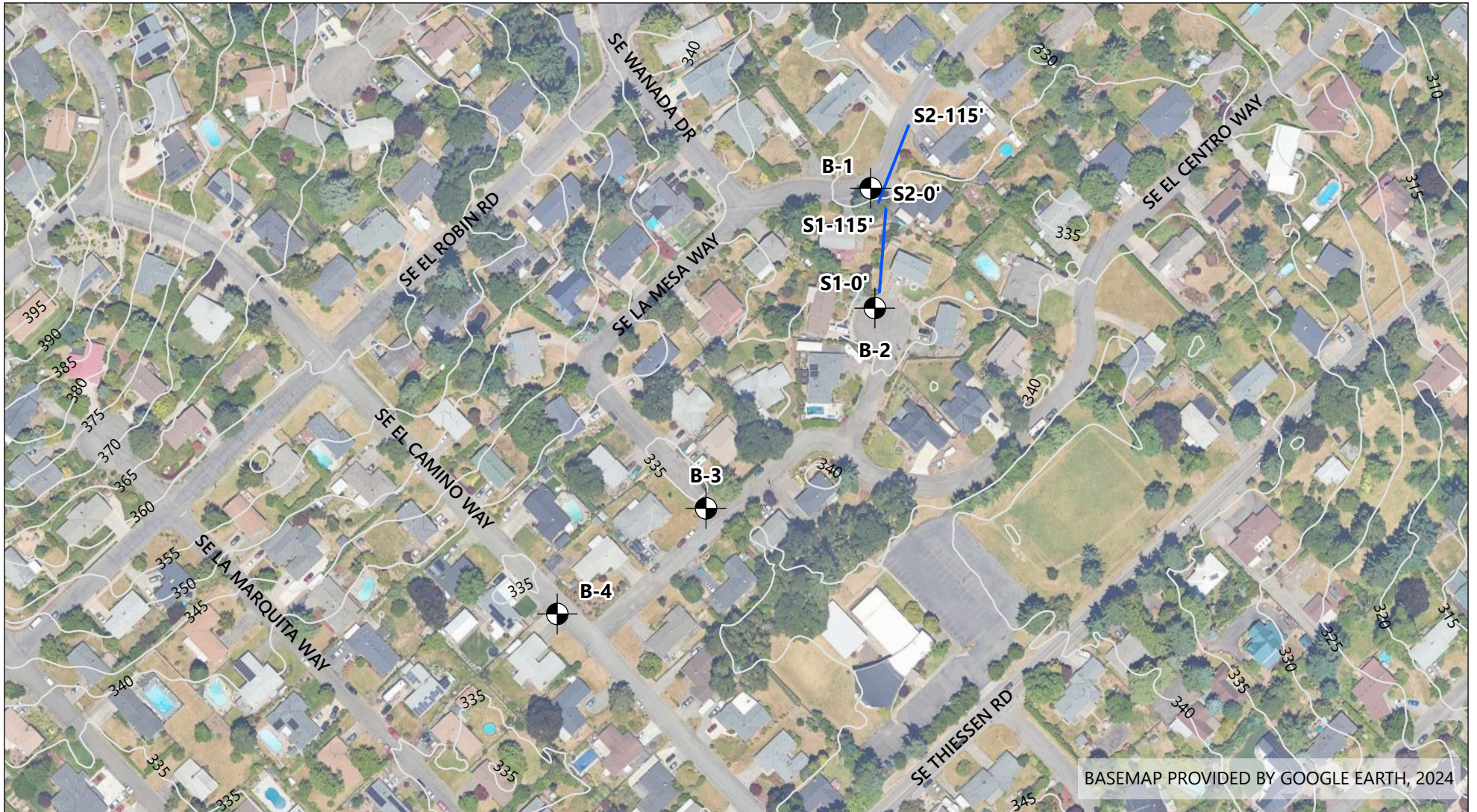


1 INCH = 0.5 MILES





CLACKAMAS COUNTY DTD
EL CAMINO WAY STORMWATER
IMPROVEMENTS

VICINITY MAP



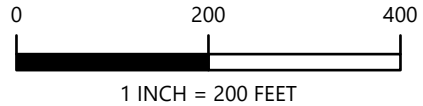
BASEMAP PROVIDED BY GOOGLE EARTH, 2024

LEGEND:

-  APPROXIMATE LOCATION OF BORING COMPLETED BY GRI
-  GEOPHYSICAL PROFILE ALIGNMENT COMPLETED BY EARTH DYNAMICS

NOTES:

1. CONTOUR DATA PROVIDED BY OLC LIDAR: PORTLAND METRO, 2019.
2. HORIZONTAL DATUM USED: NAD83. VERTICAL DATUM USED: NAVD88.



GRI CLACKAMAS COUNTY DTD
EL CAMINO WAY STORMWATER
IMPROVEMENTS

SITE PLAN

DRAFT



APPENDIX A

Field Explorations and Laboratory Testing

APPENDIX A**FIELD EXPLORATIONS AND LABORATORY TESTING****A.1 FIELD EXPLORATIONS****A.1.1 General**

Subsurface materials and conditions at the site were investigated on April 2, 2024, by GRI with four geotechnical borings designated B-1 through B-4. A seismic refraction survey was completed by Earth Dynamics of Portland, Oregon, in the vicinity of the trenchless alignment on May 17, 2024. The approximate locations of the explorations are shown on the Site Plan, Figure 2.

The field-exploration work was coordinated and documented by an experienced staff member from GRI, who maintained a log of the materials and conditions disclosed in the course of the work. A description of the field explorations completed for this project is provided below.

A.1.2 Machine-Drilled Borings

Borings B-1 through B-4 were advanced to depths ranging from about 12.7 feet to 16.0 feet with hollow-stem auger techniques using a CME 75 truck-mounted drill rig provided and operated by Western States Soil Conservation, Inc. (WSSC) of Hubbard, Oregon.

Disturbed and undisturbed soil samples were typically obtained at 2.5-foot intervals of depth. Disturbed soil samples were obtained using a 2-inch-outside-diameter standard split-spoon sampler. Samples obtained from the borings were placed in airtight bags and returned to our laboratory for further classification and testing. In addition, relatively undisturbed samples were collected by pushing a 3-inch-outside-diameter Shelby tube into the undisturbed soil at a maximum distance of 24 inches using the hydraulic ram of the drill rig. The soil exposed at the ends of the Shelby tubes was examined and classified in the field. After classification, the tubes were sealed with rubber caps and returned to our laboratory for further examination and testing.

The logs of borings B-1 through B-4 are provided on Figures 1A through 4A. The log presents a descriptive summary of the various types of materials encountered in the boring and notes the depths at which the materials and/or characteristics of the materials change. To the right of the descriptive summary, the numbers and types of samples taken during the drilling operation are indicated. Further to the right, SPT N-values are shown graphically along with the natural moisture contents of soil samples. The terms and symbols used to describe the soil and rock encountered in the borings are defined in Table 1A and the attached legend.

A.1.3 Seismic Refraction Surveys

Two seismic refraction surveys, designated S1 and S2, were completed by Earth Dynamics LLC, of Portland, Oregon. The test methodologies used and discussion of the results are provided in their May 29, 2024, report prepared for GRI entitled, "Report on Geophysical Exploration for El Centro Court, Milwaukie, Oregon." A copy of the report is provided in Appendix B. The locations of the surveys are shown on Figure 2 and on the site plan in the Earth Dynamics report. The results of the seismic refraction surveys are shown on Figures A1 and A2 in the Earth Dynamics report. The figures show the compressional wave velocities measured along the length of the survey with respect to elevation. Inferred depths to bedrock are indicated on the respective figures based on measured compressional wave velocities.

A.2 LABORATORY TESTING**A.2.1 General**

All samples obtained from the field were returned to our laboratory, where the physical characteristics of the samples were noted, and the field classifications modified where necessary. At the time of classification, the natural moisture content of each sample was determined. Additional testing included washed-sieve analyses, Atterberg-limits testing, vane shear-strength testing, and dry unit weight determinations. The following paragraphs describe the testing program in more detail. Select results of the testing are summarized in Table 3A.

A.2.2 Natural Moisture Content

Natural moisture content determinations were made in conformance with ASTM International (ASTM) D2216. The results are shown on Figures 1A through 4A and summarized in Table 3A.

A.2.3 Washed-Sieve Analysis

Washed-sieve analyses were performed on soil samples to assist in their classification. The test is performed by taking a sample of known dry weight and washing it over a No. 200 sieve. The material retained on the sieve is oven-dried and weighed and the percentage of material passing the No. 200 sieve (the "Fines Content") is then calculated. The results are shown on Figure 4A and summarized in Table 3A.

A.2.4 Atterberg Limits

Atterberg-limits tests were performed on select samples of fine-grained soil in substantial conformance with ASTM D4318. The test results are shown on Figures 1A and 2A, on the Plasticity Chart (Figure 5A), and summarized in Table 3A.

A.2.5 Torvane Shear Strength

The approximate undrained shear strength of relatively undisturbed soil samples was determined using a Torvane device. The torvane shear device is a handheld apparatus with vanes that are inserted into the soil. The torque required to fail the soil in shear around the vanes as the instrument rotates is measured using a calibrated spring. The results of the torvane shear tests are shown on Figures 1A, 2A, and 4A.

A.2.6 Dry Unit Weight

The dry unit weight of undisturbed samples was determined in accordance with ASTM D2937 by cutting a cylindrical specimen of soil from a Shelby tube sample. The dimensions of the specimen were carefully measured, the volume calculated, and the specimen weighed. After oven-drying, the specimen was reweighed, and the water content calculated. The dry unit weight was then computed. The dry unit weights are shown on Figures 1A, 2A, and 4A and summarized in Table 3A.

Table 1A

GUIDELINES FOR CLASSIFICATION OF SOIL

Description of Relative Density for Cohesionless (Coarse-Grained) Soils

Relative Density	Standard Penetration Resistance (N-values) blows/foot (ft)	3-inch Sampler, 140-lb hammer approx. N-Value (blows/ft) ¹	3-inch Sampler, 300-lb hammer approx. N-Value (blows/ft) ¹
Very Loose	0 - 4	0 – 10	0 – 5
Loose	4 - 10	10 – 24	5 – 11
Medium Dense	10 - 30	24 – 73	11 – 34
Dense	30 - 50	73 – 122	34 – 57
Very Dense	over 50	over 122	over 57

Description of Relative Consistency for Cohesive (Fine-Grained) Soils

Relative Consistency	Standard Penetration Resistance (N-values) blows/ft	3-inch Sampler, 140 lb hammer approx. N-Value (blows/ft) ¹	3-inch Sampler, 300 lb hammer approx. N-Value (blows/ft) ¹	Torvane or Undrained Shear Strength, tsf
Very Soft	0 - 2	0 – 3	0 – 1	less than 0.125
Soft	2 - 4	3 – 6	1 – 3	0.125 - 0.25
Medium Stiff	4 - 8	6 – 12	3 – 6	0.25 - 0.50
Stiff	8 - 15	12 – 23	6 – 11	0.50 - 1.0
Very Stiff	15 - 30	23 – 46	11 – 22	1.0 - 2.0
Hard	over 30	over 46	over 22	over 2.0

Grain-Size Classification	Modifier for Subclassification		
<i>Boulders:</i> >12 inches		Primary Constituent SAND or GRAVEL	Primary Constituent SILT or CLAY
<i>Cobbles:</i> 3 inches - 12 inches	Adjective	Percentage of Other Material (By Weight)	
<i>Gravel:</i> ¼ inch - ¾ inch (fine) ¾ inch - 3 inches (coarse)	trace: some: sandy, gravelly:	<5 (silt, clay) 5 - 15 (sand, gravel) 15 - 30 (sand, gravel) 30 - 50 (sand, gravel)	5 - 15 (sand, gravel) 15 - 30 (sand, gravel) 30 - 50 (sand, gravel)
<i>Sand:</i> No. 200 - No. 40 sieve (fine) No. 40 - No. 10 sieve (medium) No. 10 - No. 4 sieve (coarse)	trace: some: silty, clayey:	<5 (silt, clay) 5 - 12 (silt, clay) 12 - 50 (silt, clay)	<i>Relationship of clay and silt determined by plasticity index test</i>
<i>Silt/Clay:</i> Pass No. 200 sieve			

- Oversized sampler (OD = 3 inches, ID = 2.4 inches) blow counts converted to SPT N-Value using equations provided by Burmister, D.M., 1948, The importance and practical use of relative density in soil mechanics: Proceedings of ASTM, v. 48:1249.

**Table 2A
GUIDELINES FOR CLASSIFICATION OF ROCK**

Relative Rock Weathering Scale

Term	Field Identification
Fresh	Crystals are bright. Discontinuities may show some minor surface staining. No discoloration in rock fabric.
Slightly Weathered	Rock mass is generally fresh. Discontinuities are stained and may contain clay. Some discoloration in rock fabric. Decomposition extends up to 1 in. into rock.
Moderately Weathered	Rock mass is decomposed 50% or less. Significant portions of rock show discoloration and weathering effects. Crystals are dull and show visible chemical alteration. Discontinuities are stained and may contain secondary mineral deposits.
Predominantly Decomposed	Rock mass is more than 50% decomposed. Rock can be excavated with geologist’s pick. All discontinuities exhibit secondary mineralization. Complete discoloration of rock fabric. Surface of core is friable and usually pitted due to washing out of highly altered minerals by drilling water.
Decomposed	Rock mass is completely decomposed. Original rock “fabric” may be evident. May be reduced to soil with hand pressure.

Relative Rock Strength Scale

Term	Hardness Designation	Field Identification	Approximate Unconfined Compressive Strength
Extremely weak	R0	Can be indented with difficulty by thumbnail. May be moldable or friable with finger pressure.	35 - 150 psi
Very weak	R1	Crumbles under firm blows with point of a geology pick. Can be peeled by a pocketknife and scratched with fingernail.	150 -725 psi
Weak	R2	Can be peeled by a pocketknife with difficulty. Cannot be scratched with fingernail. Shallow indentation made by firm blow of geology pick.	725 – 3,500 psi
Medium strong	R3	Can be scratched by knife or pick. Specimen can be fractured with a single firm blow of hammer/geology pick.	3,500 – 7,250 psi
Strong	R4	Can be scratched with knife or pick only with difficulty. Several hard hammer blows required to fracture specimen.	7,250 – 14,500 psi
Very strong	R5	Cannot be scratched by knife or sharp pick. Specimen requires many blows of hammer to fracture or chip. Hammer rebounds after impact.	14,500 – 36,250 psi
Extremely Strong	R6	Specimen can only be chipped with a rock hammer	>36,250 psi

Table 3A
SUMMARY OF LABORATORY RESULTS

Sample Information				Atterberg Limits			Fines Content, %	Soil Type	
Location	Sample	Depth, ft	Elevation, ft	Moisture Content, %	Dry Unit Weight, pcf	Liquid Limit, %			Plasticity Index, %
B-1	S-1	2.5	--	31	--	53	32	--	Silty CLAY
	S-2	5.5	--	30	94	--	--	--	Silty CLAY
	S-3	7.0	--	27	--	--	--	--	Silty CLAY
	S-4	10.8	--	21	108	--	--	--	Silty CLAY
	S-5	12.0	--	22	--	--	--	--	CLAY
B-2	S-1	2.5	--	32	--	--	--	--	Clayey SILT
	S-2	5.8	--	27	98	--	--	--	Silty CLAY
	S-3	7.0	--	26	--	50	34	--	Silty CLAY
	S-4	8.4	--	26	99	--	--	--	CLAY
	S-5	10.0	--	26	--	--	--	--	CLAY
	S-6	13.4	--	22	108	--	--	--	CLAY
	S-7	14.5	--	46	--	--	--	--	Sandy SILT
B-3	S-1	2.5	--	37	--	--	--	--	Sandy SILT
	S-2	5.0	--	43	--	--	--	--	Sandy SILT
	S-3	7.5	--	30	--	--	--	--	Sandy SILT
	S-4	10.0	--	21	--	--	--	--	BASALT
	S-5	12.5	--	23	--	--	--	--	BASALT
B-4	S-1A	2.5	--	32	--	--	--	--	SILT
	S-2	5.0	--	26	100	--	--	30	Silty SAND
	S-3	7.5	--	10	--	--	--	--	BASALT
	S-4	10.0	--	12	--	--	--	--	BASALT
	S-5	10.1	--	11	--	--	--	--	BASALT
	S-6	12.5	--	7	--	--	--	--	BASALT

BORING AND TEST PIT LOG LEGEND

SOIL SYMBOLS

Symbol	Typical Description
	LANDSCAPE MATERIALS
	FILL
	GRAVEL; clean to some silt, clay, and sand
	Sandy GRAVEL; clean to some silt and clay
	Silty GRAVEL; up to some clay and sand
	Clayey GRAVEL; up to some silt and sand
	SAND; clean to some silt, clay, and gravel
	Gravelly SAND; clean to some silt and clay
	Silty SAND; up to some clay and gravel
	Clayey SAND; up to some silt and gravel
	SILT; up to some clay, sand, and gravel
	Gravelly SILT; up to some clay and sand
	Sandy SILT; up to some clay and gravel
	Clayey SILT; up to some sand and gravel
	CLAY; up to some silt, sand, and gravel
	Gravelly CLAY; up to some silt and sand
	Sandy CLAY; up to some silt and gravel
	Silty CLAY; up to some sand and gravel
	PEAT

BEDROCK SYMBOLS

Symbol	Typical Description
	BASALT
	MUDSTONE
	SILTSTONE
	SANDSTONE

SURFACE MATERIAL SYMBOLS

Symbol	Typical Description
	Asphalt concrete PAVEMENT
	Portland cement concrete PAVEMENT
	Crushed rock BASE COURSE

SAMPLER SYMBOLS

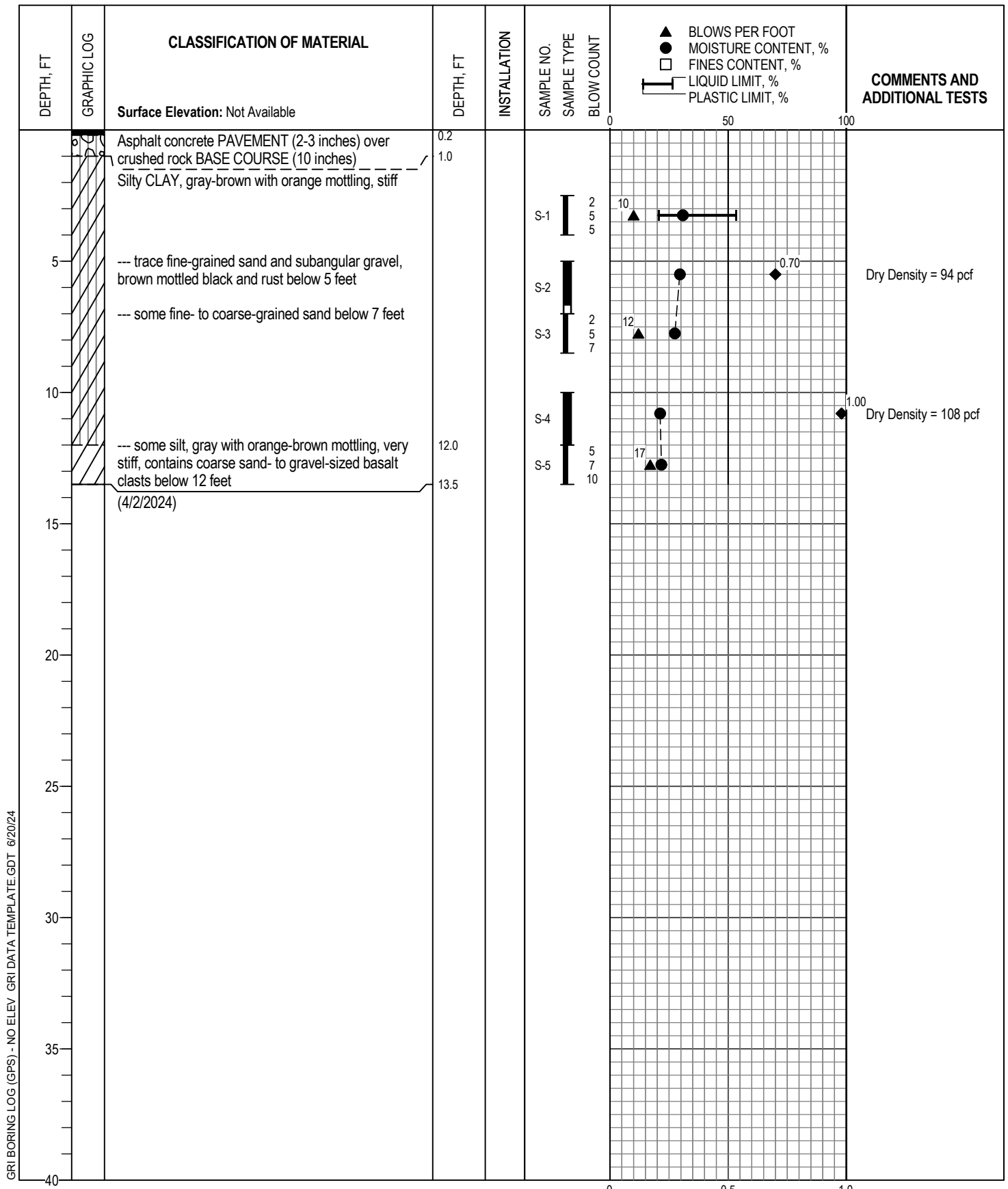
Symbol	Sampler Description
	2.0 in. O.D. split-spoon sampler and Standard Penetration Test with recovery (ASTM D1586)
	Shelby tube sampler with recovery (ASTM D1587)
	3.0 in. O.D. split-spoon sampler with recovery (ASTM D3550)
	Grab Sample
	Rock core sample interval
	Sonic core sample interval
	Push probe sample interval

INSTALLATION SYMBOLS

Symbol	Symbol Description
	Flush-mount monument set in concrete
	Concrete, well casing shown where applicable
	Bentonite seal, well casing shown if applicable
	Filter pack, machine-slotted well casing shown where applicable
	Grout, vibrating-wire transducer cable shown where applicable
	Vibrating-wire pressure transducer
	1-in.-diameter solid PVC
	1-in.-diameter hand-slotted PVC
	Grout, inclinometer casing shown where applicable

FIELD MEASUREMENTS

Symbol	Typical Description
	Groundwater level during drilling and date measured
	Groundwater level after drilling and date measured
	Rock/sonic core or push probe recovery (%)
	Rock quality designation (RQD, %)

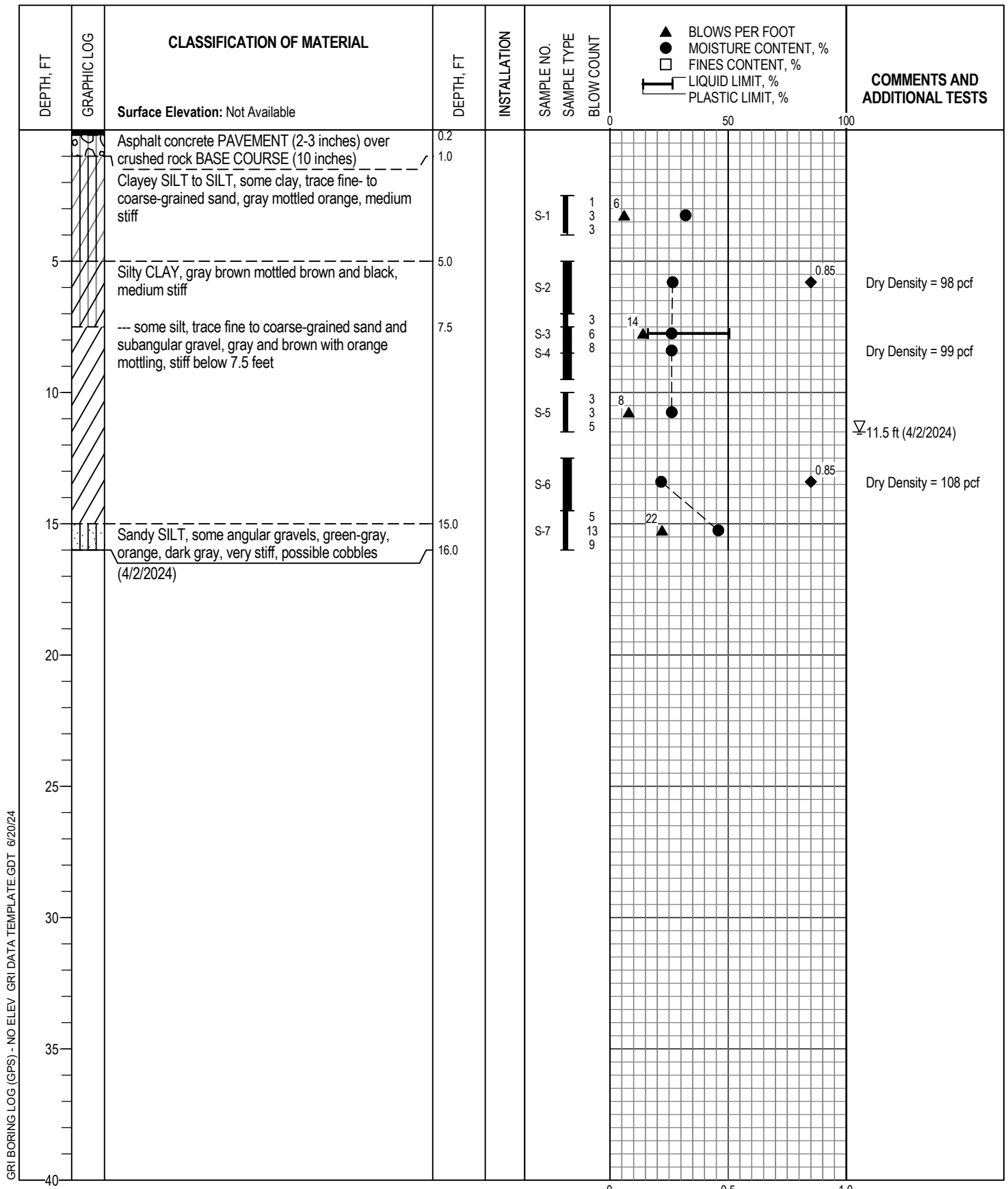


GRI BORING LOG (GPS) - NO ELEV GRI DATA TEMPLATE.GDT 6/20/24

Logged By: A. Horst		Drilled by: Western States Soil Conservation, Inc.	
Date Started: 4/2/24		GPS Coordinates: 44.4147993° N -122.6112826° W (WGS 84)	
Drilling Method: Hollow-Stem Auger		Hammer Type: Auto Hammer	
Equipment: CME 75 Truck-Mounted Drill Rig		Weight: 140 lb	
Hole Diameter: 5 in.		Drop: 30 in.	
Note: See Legend for Explanation of Symbols		Energy Ratio: 0.745	

- ◆ TORVANE SHEAR STRENGTH, TSF
- UNDRAINED SHEAR STRENGTH, TSF

GRI BORING B-1

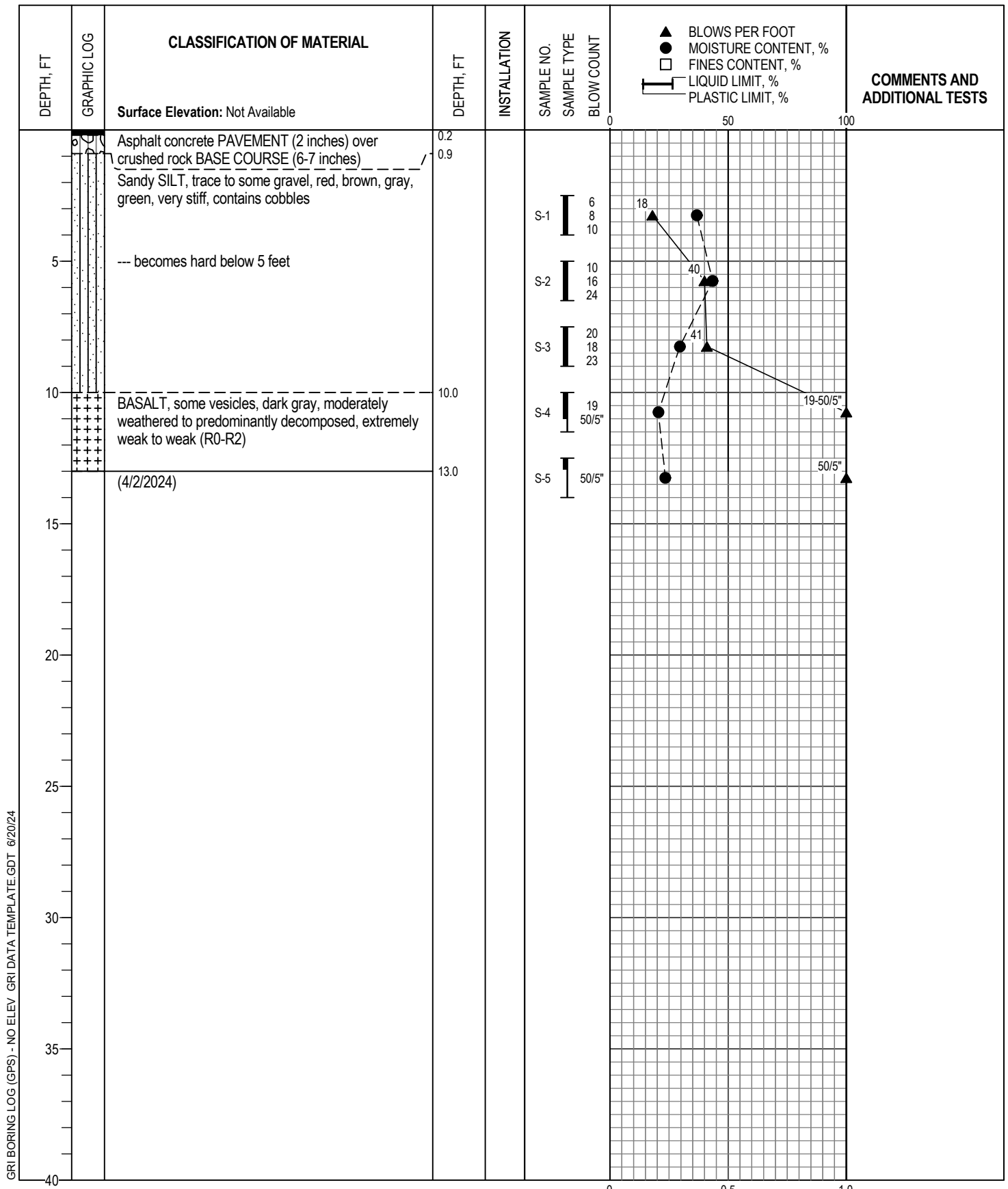


GRI BORING LOG (GPS) - NO ELEV GRI DATA TEMPLATE.GDT 6/20/24

Logged By: A. Horst		Drilled by: Western States Soil Conservation, Inc.	
Date Started: 4/2/24	GPS Coordinates: 45.4143606° N -122.6112668° W (WGS 84)		
Drilling Method: Hollow-Stem Auger	Hammer Type: Auto Hammer		
Equipment: CME 75 Truck-Mounted Drill Rig	Weight: 140 lb		
Hole Diameter: 5 in.	Drop: 30 in.		
Note: See Legend for Explanation of Symbols	Energy Ratio: 0.745		

- ◆ TORVANE SHEAR STRENGTH, TSF
- UNDRAINED SHEAR STRENGTH, TSF

GRI BORING B-2

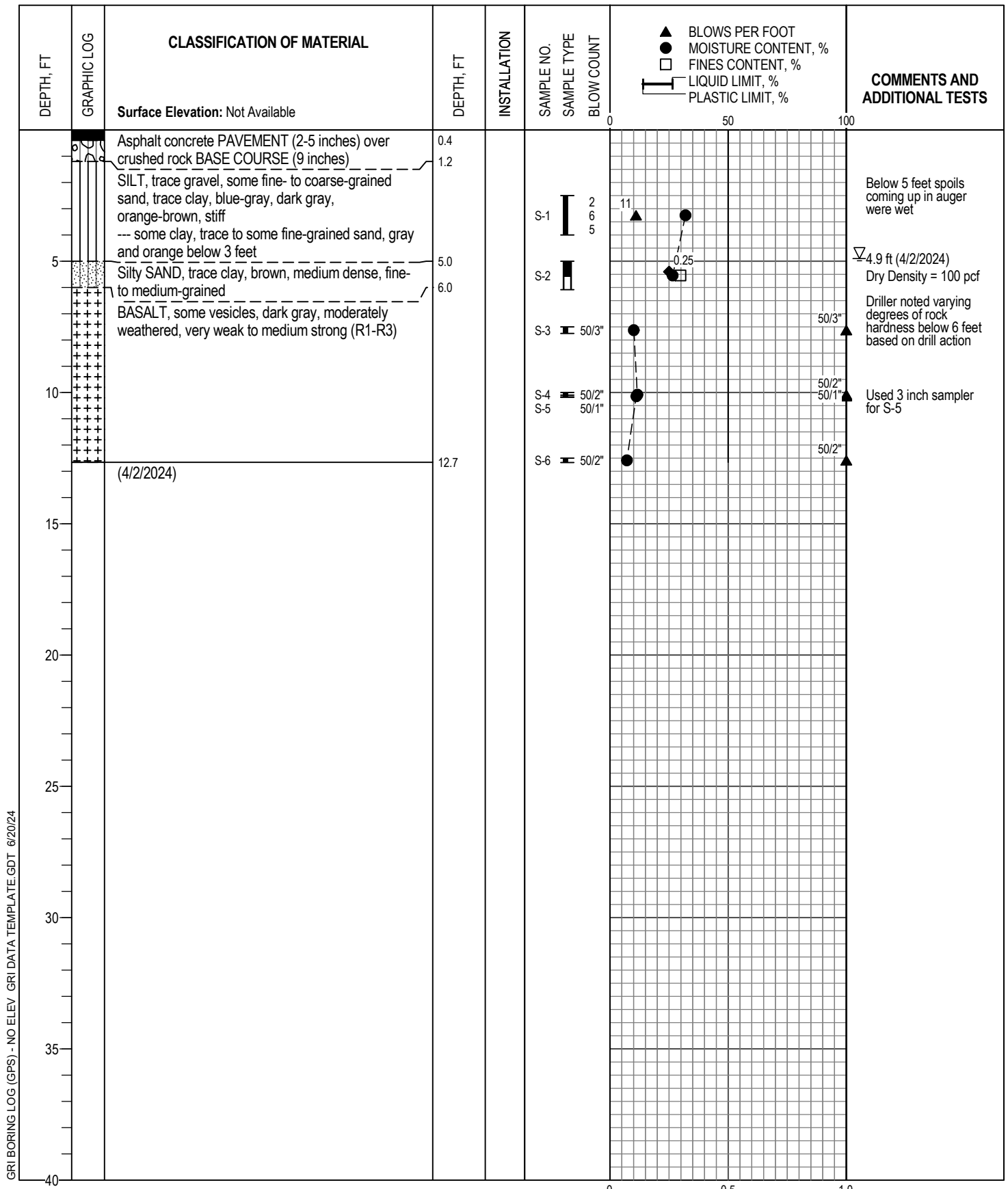


GRI BORING LOG (GPS) - NO ELEV GRI DATA TEMPLATE.GDT 6/20/24

Logged By: A. Horst		Drilled by: Western States Soil Conservation, Inc.	
Date Started: 4/2/24		GPS Coordinates: 45.4136074° N -122.6122482° W (WGS 84)	
Drilling Method: Hollow-Stem Auger		Hammer Type: Auto Hammer	
Equipment: CME 75 Truck-Mounted Drill Rig		Weight: 140 lb	
Hole Diameter: 5 in.		Drop: 30 in.	
Note: See Legend for Explanation of Symbols		Energy Ratio: 0.745	

◆ TORVANE SHEAR STRENGTH, TSF
 ■ UNDRAINED SHEAR STRENGTH, TSF

JUN. 2024 JOB NO. 6918-A FIG. 3A



GRI BORING LOG (GPS) - NO ELEV GRI DATA TEMPLATE.GDT 6/20/24

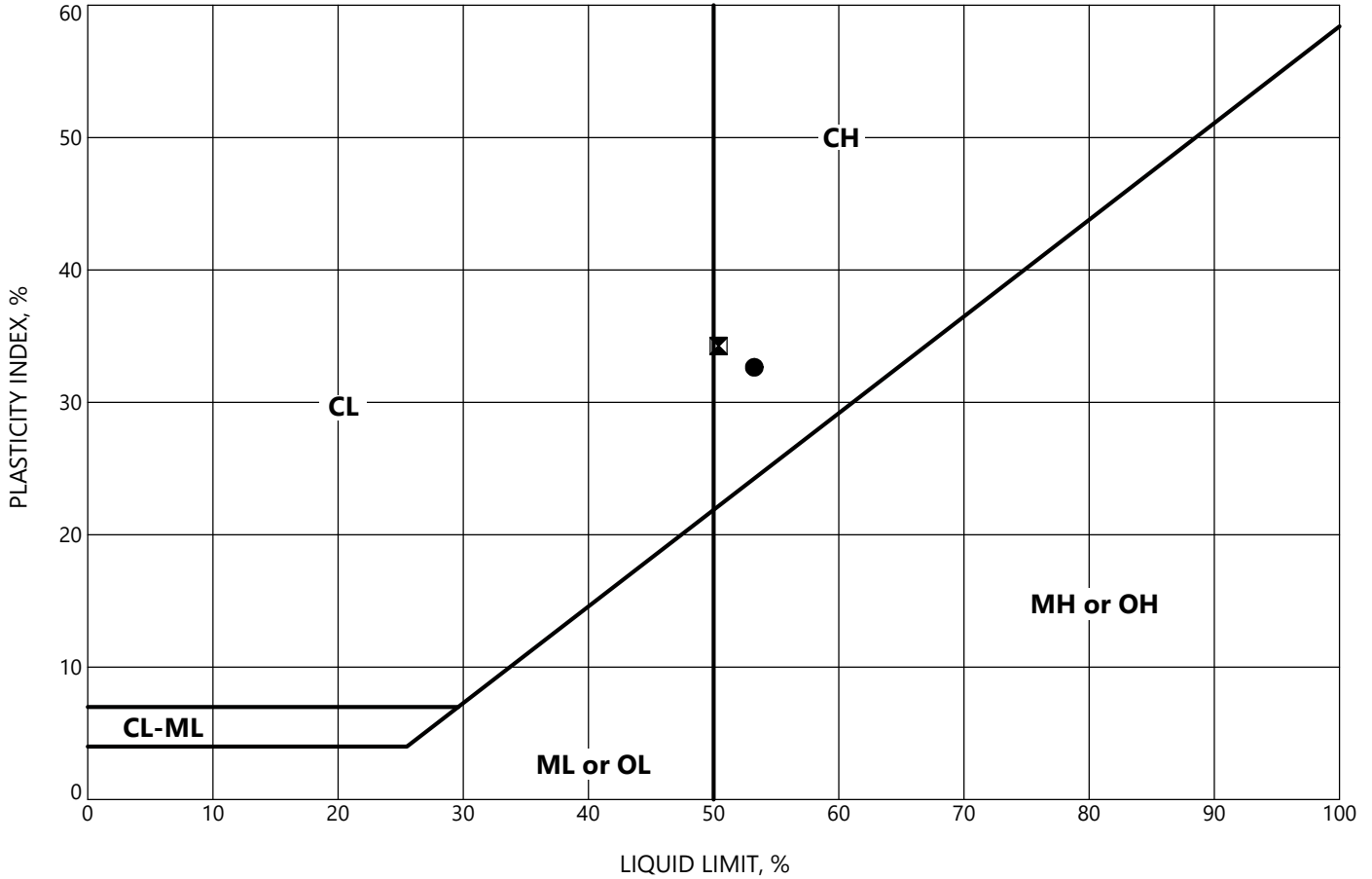
Logged By: A. Horst		Drilled by: Western States Soil Conservation, Inc.	
Date Started: 4/2/24	GPS Coordinates: 45.4136074° N -122.6122482° W (WGS 84)		
Drilling Method: Hollow-Stem Auger		Hammer Type: Auto Hammer	
Equipment: CME 75 Truck-Mounted Drill Rig		Weight: 140 lb	
Hole Diameter: 5 in.		Drop: 30 in.	
Note: See Legend for Explanation of Symbols		Energy Ratio: 0.745	

- ◆ TORVANE SHEAR STRENGTH, TSF
- UNDRAINED SHEAR STRENGTH, TSF

GRI BORING B-4

GROUP SYMBOL	UNIFIED SOIL CLASSIFICATION FINE-GRAINED SOIL GROUPS
OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
ML	INORGANIC CLAYEY SILTS TO VERY FINE SANDS OF SLIGHT PLASTICITY
CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY

GROUP SYMBOL	UNIFIED SOIL CLASSIFICATION FINE-GRAINED SOIL GROUPS
OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
MH	INORGANIC SILTS AND CLAYEY SILT
CH	INORGANIC CLAYS OF HIGH PLASTICITY



	Location	Sample	Depth, ft	Classification	LL	PL	PI	MC, %
●	B-1	S-1	2.5	Silty CLAY, CH, gray brown mottled orange, high plasticity, stiff	53	21	32	31
☒	B-2	S-3	7.0	CLAY, some silt, CH, gray mottled orange, high plasticity, moist, stiff	50	16	34	26



PLASTICITY CHART

DRAFT



APPENDIX B

Earth Dynamics Seismic Refraction Survey Report

Report on

Geophysical Exploration for
El Centro Court
Milwaukie, Oregon

Data Acquisition Date: May 17, 2024
Report Date: May 29, 2024

Prepared for:

GRI
16950 SW Upper Boones Fry
Tigard, OR 97224



Prepared by:

EARTH DYNAMICS LLC
2284 N.W. Thurman St.
Portland, OR 97210
(503) 227-7659
Project No. 24206

1.0 - Introduction

GRI engaged Earth Dynamics LLC to conduct geophysical explorations to supplement a geotechnical investigation in the vicinity of SE El Centro Court and SE La Mesa Way in Milwaukie, Oregon. The purpose of the explorations is to determine the depth to and the compressional wave velocity of basalt bedrock at the site. These data are needed for planning a sewer pipe installation.

This work was requested and authorized by Mr. Per Onsager of GRI. The geophysical field work was conducted on May 17, 2024 under the supervision of Mr. Daniel Lauer of Earth Dynamics LLC. Seismic refraction data were acquired along two profiles. The locations of the profiles were chosen along the proposed sewer alignment. This report describes the methodology and results of the geophysical investigation.

2.0 - Method

2.1 - Seismic Refraction

The seismic velocity of soil and rock is a function of the density and elastic properties of the material. Therefore, variations in subsurface materials can be inferred from analysis of the seismic velocity. Application of the method is limited to areas where seismic velocity increases or is constant with depth. Low velocity zones, which are common in basalt, cannot be resolved with seismic refraction.

A seismic refraction exploration consists of measuring the time required for a seismic wave to travel from a seismic source to a receiving transducer. A sledgehammer, large weight dropped, or explosive device is typically used for the seismic source and vertical geophones are used as receiving transducers. A seismograph records signals from the geophones. By analyzing the arrival time of the seismic wave as a function of distance from the seismic source, the seismic velocities of the underlying soil/rock units and the depth to geologic contacts can be determined. The seismic refraction method requires that seismic sources be placed at each end of the geophone array. Intermediate and off end sources are also often used to increase resolution and penetration. The depth of penetration is typically one-quarter to one-third of the geophone array length, and lateral resolution is typically one-half of the geophone spacing.

The seismic refraction survey for this study was conducted using a Seismic Source 24-channel DAQ Link IV seismograph equipped with twenty-four vertical geophones. A 20-pound sledgehammer was used as the seismic source at five shot points for each profile. Data from several hammer impacts were acquired at each shot point. Stacking multiple impacts enhances the seismic signal by reducing random noise and makes picking of the first arrival time more accurate.

The seismic data are analyzed using SeisOpt@2D Ver. 6.0 by Optim Software. SeisOpt@2D uses a forward modeling global optimization technique. The technique consists of creating a finite element velocity model through which travel times are computed. The computed times are compared with the observed data. Thousands of iterations are completed to find the velocity model with the minimum travel time error. Comparison of the computed travel times to the measured values provides an indication of the validity of the model. Several velocity models are run using different grid resolution and depth values to obtain the best result for each data set. SeisOpt generates xyz data files that are input to Surfer® 17 for contouring, scaling, and data presentation. The SeisOpt modeling technique is generally superior to discrete layer modeling because lateral, as well as vertical variations can be resolved, and gradual increases in seismic velocity with depth can be quantified.

For this study, data were acquired for two profiles using a 24-channel geophone array. A geophone spacing of five feet and a nominal array length of 115 feet was used. Data are acquired using five shot points for each profile. The two profiles are designated S1 and S2. The geophones for Profile S1 were spiked in firm soil and the geophones for Profile S2 were installed on the asphalt road surface with geophone tripods.

2.2 - Location and Elevation Survey

Horizontal and vertical position data were obtained with a Trimble DA2 GPS receiver. The position data are corrected in real time to increase the accuracy of the GPS positions. GPS location data were recorded at the end points of each profile. Recorded GPS data are summarized in Table 2-2. The GPS data are displayed in degrees, decimal minutes Latitude and Longitude using the WGS 1984 datum. The geophone elevations along the profile were surveyed with a rod and level to determine relative elevations. The elevations for the profiles are tied to the reported GPS elevations.

**Table 2-2. GPS Position for Seismic Refraction Profile Endpoints.
(WGS 1984).**

Profile Location	Latitude	Longitude	GPS Elevation (MSL- ft)	Estimated Accuracy Horiz (±ft)/Vert(±ft)
S1 – 0'	45° 36.6734'N	122° 24.8634'W	333.8	0.1/0.1
S1 – 115'	45° 36.6708'N	122° 24.8823'W	332.5	0.1/0.1
S2 – 0'	45° 36.6731'N	122° 24.8843'W	330.2	0.1/0.1
S2 – 138'	45° 36.6654'N	122° 24.9024'W	327.5	0.1/0.1

3.0 - Results

The approximate locations of the geophysical profiles are shown in the Google Earth image in Figure 3-1. Computed seismic velocity models with interpreted geology for the seismic refraction profiles are contained in Appendix A.

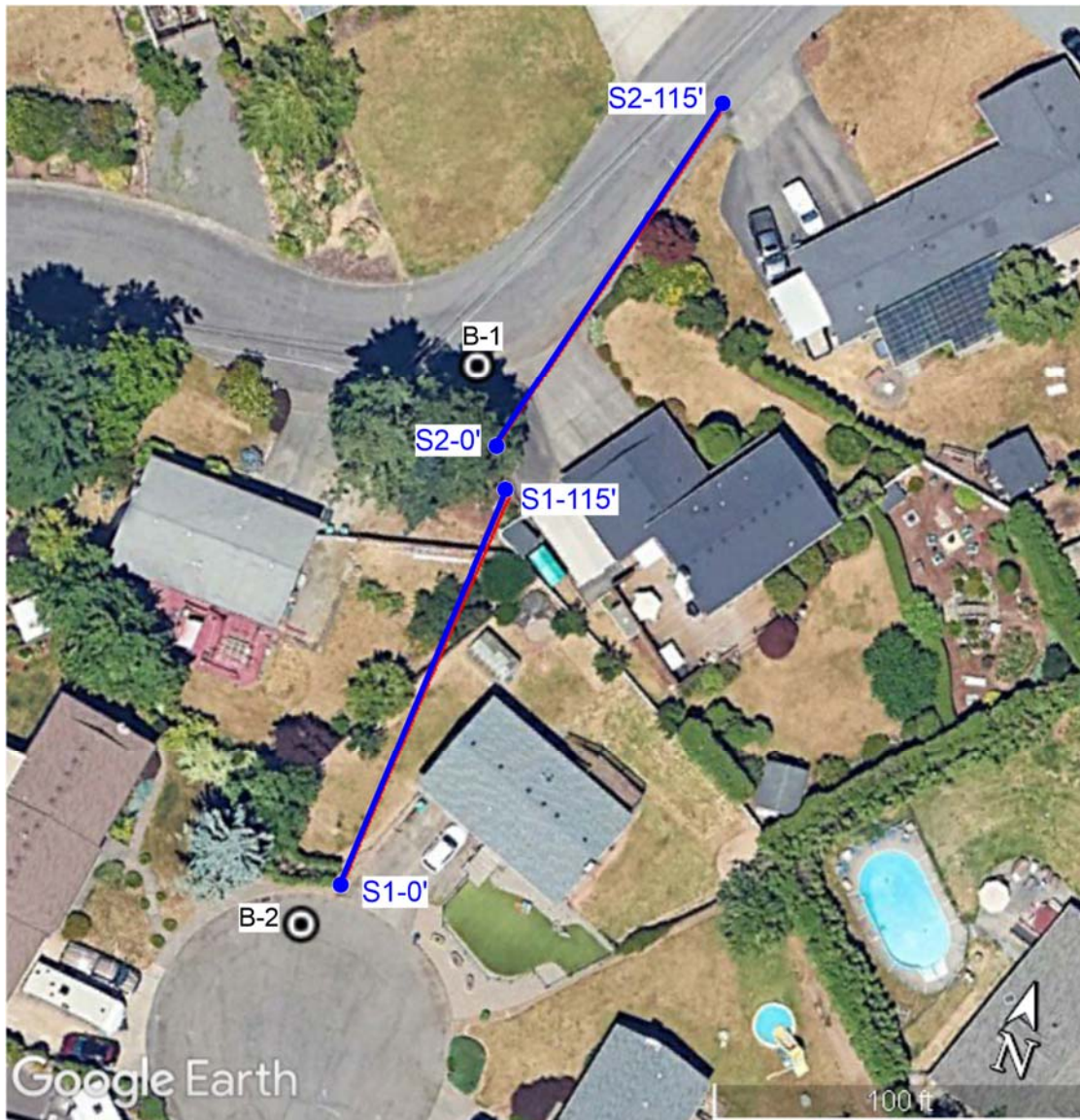


Figure 3-1. Site plan showing approximate locations of seismic refraction profiles.

4.0 - Discussion

The seismic refraction data acquired in this study are of good quality. The stacking of several hits at each shot point allows for good confidence in picking each first arrival.

Logs from exploratory borings completed near the seismic refraction profiles indicate that the site is underlain by silty clay. Borings B-1 and B-2 were completed near the seismic refraction profiles and were advanced to a depth of approximately fifteen feet below the ground surface (bgs). Borings B-1 and B-2 did not encounter basalt bedrock.

Earth Dynamics LLC has completed numerous seismic refraction studies in Portland and surrounding areas. In many cases it is observed that the minimum velocity of un-weathered and fractured basalt is greater than approximately 5,000 feet per second (ft/sec). Weathered, fractured and/or residual/decomposed basalt typically has a seismic velocity range of 3,000 to 5,000 ft/s. Soils and silts and other unconsolidated sediments typically have a seismic velocity less than 3,000 ft/s.

The interpreted basalt bedrock contacts are shown with dashed black lines on the geophysical models contained in Appendix A. The model for S1 indicates that the elevation of the top of intact basalt may be approximately 310 feet. The model for S2 indicates that the elevation for the top of basalt may range from approximately 310 feet to 318 feet. Material with a seismic velocity less than 3,000 ft/s is likely soil or silt. Material with a seismic velocity in the range of 3,000 – 5,000 ft/s may be fractured and weathered basalt and/or gravel. Material with a seismic velocity greater than 5,000 ft/s is interpreted to be intact basalt bedrock. These interpretations appear to correlate well with the findings in the borings.

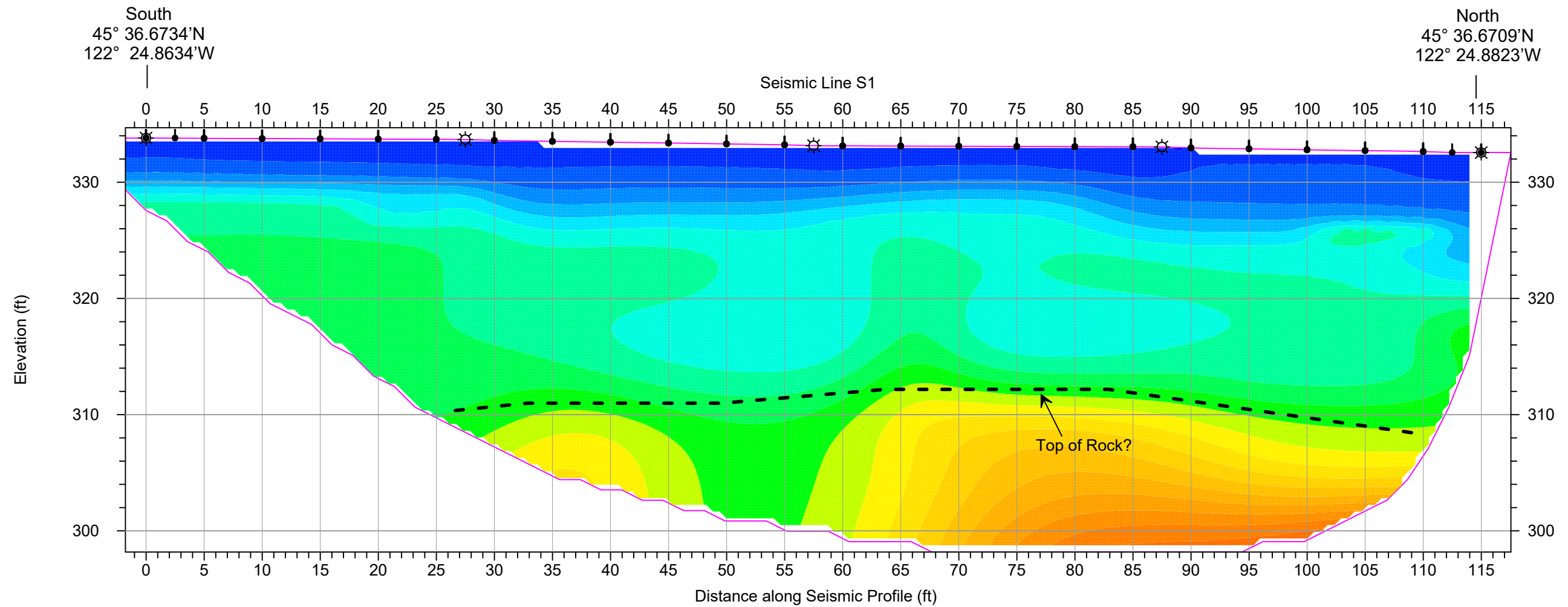
5.0 - Limitations

The inversion of seismic refraction data does not produce a unique model. Theoretically, there are an infinite number of models that will fit the data as well as the models presented in this report. Further, many geologic materials have similar seismic velocity. We have presented models and interpretations which we believe to be the best fit given the geology and known conditions at the site. However, no warranty is made or intended by this report or by oral or written presentation of this work. Earth Dynamics LLC accepts no responsibility for damages as a result of decisions made or actions taken based upon this report.

RESPECTFULLY SUBMITTED
EARTH DYNAMICS LLC



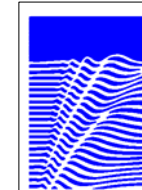
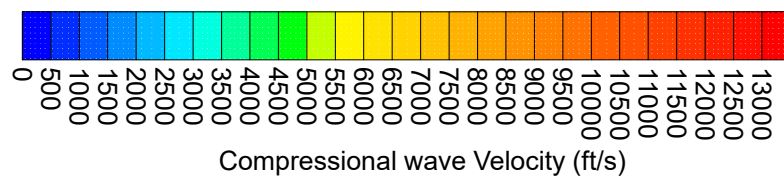
Daniel Lauer, M.S.
Partner - Senior Geophysicist



- ☼ Shot point
- Geophone

Horizontal Scale: 1" = 10'
Vertical Scale: 1" = 10'

Relative elevations surveyed with level and rod.
Elevations are tied to GPS Data.
Horizontal Positions provided by DGPS

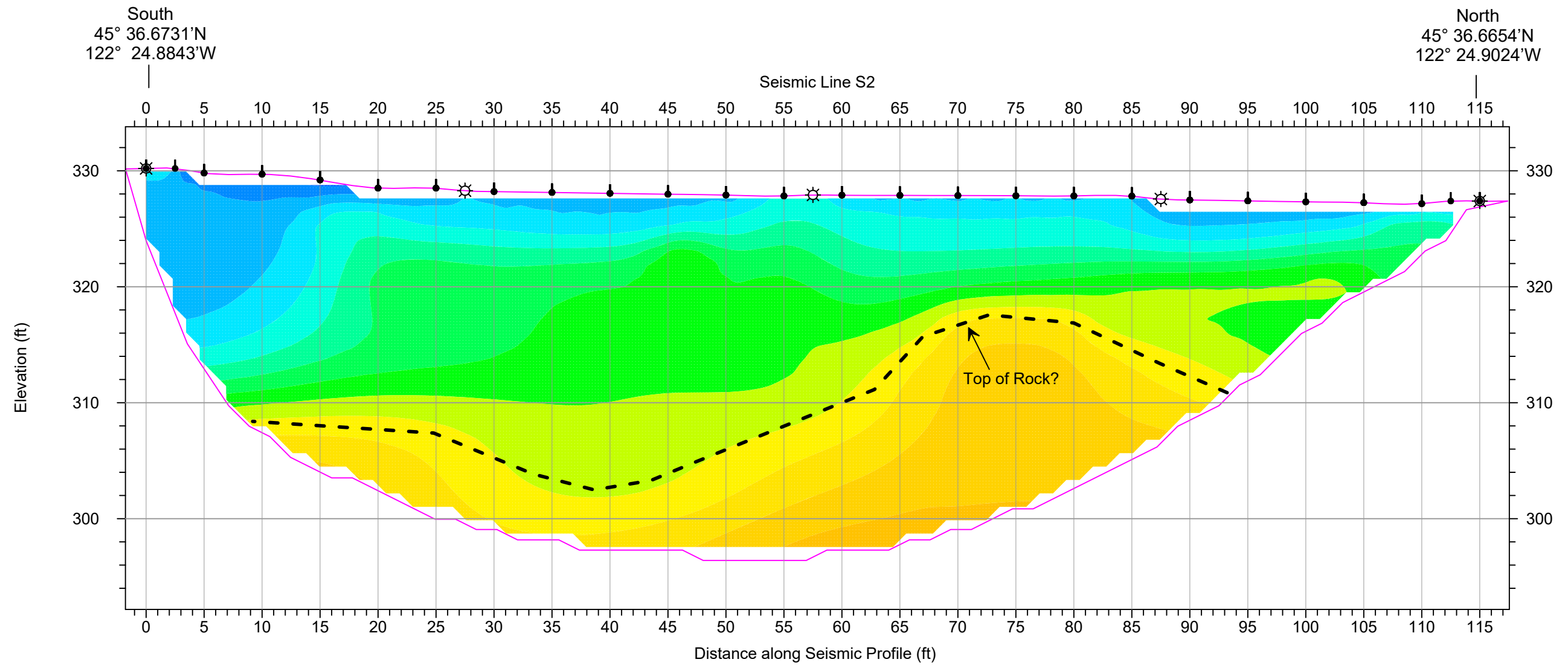


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**El Centro Court
Milwaukie, OR**

Seismic Refraction Profile S1 - SeisOpt2D Model

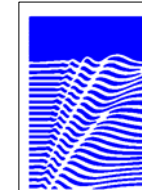
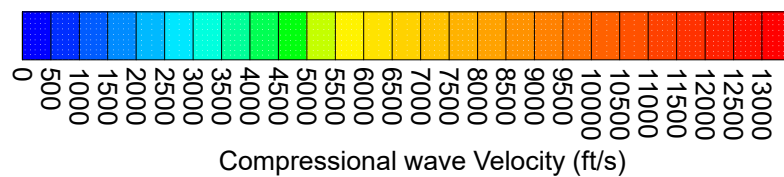
Job #:	24206	Date:	May, 2024	Figure:	A1
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☀ Shot point
● Geophone

Horizontal Scale: 1" = 10'
Vertical Scale: 1" = 10'

Relative elevations surveyed with level and rod.
Elevations are tied to GPS Data.
Horizontal Positions provided by DGPS



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**El Centro Court
Milwaukie, OR**

Seismic Refraction Profile S2 - SeisOpt2D Model
Job #: 24206 Date: May, 2024 Figure: **A2**

DRAFT



APPENDIX C

Geoprofessional Business Association Guidance Document

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note*

conspicuously that you’ve included the material for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration.* **Confront the risk of moisture infiltration** by including building-envelope or mold specialists on the design team. **Geotechnical engineers are not building-envelope or mold specialists.**



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INVITATION TO BID #2024-88
El Camino Way Storm Improvements ARPA Project
ADDENDUM NUMBER 1
September 30, 2024

On September 18, 2024, Clackamas County (“County”) published Invitation to Bid #2024-88 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

This letter is to inform you of a clarification and change to the Special Provisions.

The following is a clarification to a question received on the bid:

Question: I noticed in the geological report that it mentions that the contractor will directionally drill 230 feet of 24 inch pipe. However I did not see that in the special provision or noted on the drawings. My question is. Will we be required to directional drill/Bore, 230 feet of 24 inch pipe?

Response: The contractor will not be required to directionally drill the 230 feet of 24-inch diameter pipe. However, this is could be an option if the contractor determines it is feasible and cost effective.

The following changes are made to the Project Special Provisions:

1. Replace Special Provision Section 01075.00 Scope with the following:

01075.00 Scope - The following work items shall be completed under this section and defined as follows:

Private Property Improvements – Property 1, 5032 SE La Mesa Way

- Remove and replace existing fence. Match existing fence material and construction as required.
- Remove and replace existing landscape railroad ties. Construct to match existing. Salvage existing material and reuse.
- Replace bark dust in bark dust areas that are disturbed.

Private Property Improvements – Property 2, 5110 SE El Centro Court

- Remove and replace existing fence. Match existing fence material and construction as required.
- Remove and replace existing landscape railroad ties. Construct to match existing. Salvage existing material and reuse.
- Replace all grass areas with sod matching existing lawn slope and grade
- Maintain access for the landscapers to access the backyard through the side yard. Currently the landscapers are onsite every other Friday.

Private Property Improvements – Property 3, 5048 SE La Mesa Way

- Remove and replace existing fence. Match existing fence material and construction as required.
- Remove and replace existing landscape wall. Construct to match existing. Salvage existing materials and reuse.
- Seal coat the existing AC Driveway portion after trench restoration paving work is completed. Use seal coat from the ODOT QPL. Asphalt or concrete damaged by the project will be replaced.
- Replace bark dust in bark dust areas that are disturbed.
- After removal of trees greater than 6-inches dBA, grind stumps to six inches below ground level. Also, grind existing stump in landscape wall area (3 total).
- Remove and replace landscape boulders in original location.
- All trees removed as part of the project are the property of the contractor and shall be removed from the property.
- Protect bird bath and concrete bench; replace if broken or damaged.
- Protect water, gas, communication, and electrical lines during construction and support lines during trenching activities. If electrical/power lines are damaged and power is out to the house for more than 8 consecutive hours, property owner will be reimbursed \$400 per incident for loss of refrigerated and frozen foods. If electrical/power lines are damaged and power is out for over 24 consecutive hours; property owner will be reimbursed \$250 per incident for lodging.
- Protect roof drain lines during construction and support lines during trenching activities.
- Rhododendron near the location of abandon existing manhole in place (see note 13 on Dwg. No. 4.3) shall be removed with a portion of the root ball and placed outside of the TCE area so the property owner may replant.
- Provide notification to property owner minimum 1 week prior to tree removal.

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

End of Addendum #1



INVITATION TO BID #2024-88
El Camino Way Storm Improvements ARPA Project
ADDENDUM NUMBER 2
October 1, 2024

On September 18, 2024, Clackamas County (“County”) published Invitation to Bid #2024-88 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

This letter is to inform you of a change to the Bid Booklet.

1. The following changes are made to the Project Bid Items:
 - a. Unit price total changes:

<u>Number</u>	<u>Item</u>	<u>Unit Price Total</u>	
		<u>Original</u>	<u>New</u>
2	Extra Work as Authorized	\$25,000	\$50,000

Make a copy of and use the new attached Bid Schedule. A Bid **not** including this new Bid Schedule **will be rejected as non-responsive**.

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

Attachment: New Bid Schedule (dated September 30, 2024)

End of Addendum #2

**El Camino Way Stormwater Improvements - ARPA
Bid Schedule**

September 30, 2024

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
General Conditions						
1	00180	Workplace Harassment Prevention Plan	LS	1		
2	00196	Extra Work as Authorized	LS	1	\$50,000.00	\$50,000.00
Temporary Features and Appurtenances						
3	00210	Mobilization	LS	1		
4	00225	Temporary Work Zone Traffic Control, Complete	LS	1		
5	00270	Temporary Fence, 6 Ft Chain Link Fence with Concrete Blocks	LF	300		
6	00280	Erosion Control	LS	1		
7	00280	Sediment Fence	LF	260		
8	00280	Inlet Protection, Type 5	Each	10		
9	00280	Sediment Barrier, Type 2 (Biofilter Bags)	LF	20		
10	00290	Pollution Control Plan	LS	1		
Roadwork						
11	00305	Construction Survey Work	LS	1		
12	00310	Removal of Structures and Obstructions	LS	1		
13	00320	Clearing and Grubbing	LS	1		
Drainage and Sewers						
14	00405	Rock Excavation	CY	500		
15	00415	Mainline Video Inspection	LF	1,418		
16	00445	12-Inch Storm Sewer Pipe, Class B Backfill 0-10 Ft Depth	LF	179		
17	00445	18-Inch Storm Sewer Pipe, Class B Backfill 0-10 Ft Depth	LF	414		
18	00445	24-Inch Storm Sewer Pipe, Class B Backfill 0-10 Ft Depth	LF	700		
19	00445	24-Inch Storm Sewer Pipe, Class A Backfill 0-10 Ft Depth	LF	125		
20	00470	Concrete Storm Sewer Manholes (Standard)	Each	6		
21	00470	Concrete Manholes, Flat Top	Each	3		
22	00470	Catch Basins, Standard GB-2	Each	2		
23	00490	Connection to Existing Structures	Each	5		
24	00490	Filling Abandoned Structures	LS	1		
25	00495	Trench Resurfacing - Storm Sewer	SQ YD	440		
Wearing Surfaces						
26	00759	Concrete Curb, Standard Type C	LF	70		
27	00759	Concrete Driveways	SF	132		

**El Camino Way Stormwater Improvements - ARPA
Bid Schedule**

September 30, 2024

ITEM	SECTION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Right of Way Development and Control						
28	01075	Private Property Improvements - Property No. 1, 5032 SE La Mesa Way	LS	1		
29	01075	Private Property Improvements - Property No. 2, 5110 SE El Centro Ct	LS	1		
30	01075	Private Property Improvements - Property No. 3, 5048 SE La Mesa Way	LS	1		
31	01170	Adjust or Relocate Water Service Assembly	Each	5		

PROPOSED COST BID SCHEDULE _____
(Numerically)

PROPOSED COST BID SCHEDULE _____
(Written in Words)

COMPANY NAME _____

AUTHORIZED SIGNATURE _____