Mayor Honorable Tom Ellis



Citv Manager

Jason A. Tuck, ICMA-CM

Date: May 21, 2020

To: All Interested Parties

From: City of Happy Valley, Engineering Division

RE: Downloading Solicitations Disclaimer

The City of Happy Valley offers certain solicitation documents, including Invitations to Bid and Requests for Proposal, online for downloading. The City requires each prospective bidder/ proposer downloading these documents to follow the specific requirements detailed below. If a potential bidder or proposer does not comply with these requirements the bidder/proposer risks the possibility of not receiving a complete solicitation packet and may be deemed a non-responsive bidder.

Please note the solicitation available for download is the original document released to the public. All prospective bidders/or proposers are responsible for downloading any and all addendums or amendments listed along with the solicitation packet on the City's website. Once a potential bidder or proposer has completed, signed, and returned to the City the attached "RETURN RECEIPT" form, the City will automatically forward any and all subsequent addendums, amendments, or other documents relevant to the solicitation.

Disclaimer

The recipient of any downloaded documents from this website shall be responsible for completing and returning to the City of Happy Valley's Engineering Division, the attached "RETURN RECEIPT" form. It is imperative that it is returned as soon as possible. By doing so, the recipient will allow the City of Happy Valley to send any additional documentation, including addendums, amendments, and other information, which may be issued relative to a particular document. The City takes no responsibility for informing recipients of changes to original documents if the attached "RETURN RECEIPT" form has not been sent to the Engineering Division representative listed on the form. The recipient shall be responsible for the accuracy of the information on the form submitted.

Any unidentified modifications to the original document issued by the City shall be null and void. In those instances where modifications are unidentified, the original document issued by the City of Happy Valley shall take precedence. The recipient of any downloaded documents is responsible for clearly identifying any and all changes or modifications to document upon submission to the City.

16000 SE Misty Drive, Happy Valley, Oregon 97086-4288 Telephone: (503) 783-3800 Fax: (503) 658-5174 happyvalleyor.gov



16000 SE Misty Drive Happy Valley, OR 97086 503.783.3800 phone

ACKNOWLEDGEMENT OF RECEIPT RETURN RECEIPT FORM

Project Title:	2020 STREET I	MPROVEMENT PR	OJECT CIP-02-20)	
Firm Name:					
Address:	Street Address		City and State	Zip	
Phone:			_ Fax: _		
Contact Name	e:		Email:		
I would like to	receive any subs	sequent addenda via	a email.		
				and all other conditions / Valley's web page.	
I hereby attest	t that this informa	tion, to the best of n	ny knowledge, is v	alid and correct.	
Signature:				Date:	
Next Step:	When you have Aichele at the fo	•	, please send it to	the attention of Karleen	
	<u>Email:</u>	karleena@happy	valleyor.gov		



BID BOOKLET & CONTRACT DOCUMENTS

FOR THE

2020 STREET IMPROVEMENT PROJECT CIP-02-20

HAPPY VALLEY, OREGON

ODOT CLASSIFICATION:

ASPHALT CONCRETE PAVING & OILING AND PAVEMENT MARKING

MAY 2020

ENGINEERING DIVISION CITY OF HAPPY VALLEY CITY HALL 16000 SE MISTY DRIVE HAPPY VALLEY, OREGON 97086 PHONE: (503) 783-3800

SCHEDULE OF BID & CONTRACT AWARD

INVITATION TO BID PUBLICATION (WITH PLAN SET & SPECIFICATIONS)

Thursday, May 21, 2020

LAST DATE TO PROTEST SPECIFICATIONS

BID OPENING

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE

NOTICE OF INTENT TO AWARD

LAST DATE TO PROTEST AWARD

Monday, June 1, 2020

Thursday, June 11, 2020 at 2:00 PM

Thursday, June 11, 2020 at 4:00 PM

WITHIN FOURTEEN (14) DAYS OF DATE OF BID OPENING

SEVEN (7) DAYS AFTER NOTICE OF INTENT TO AWARD

IN PARTNERSHIP BETWEEN:





 Location:
 16000 SE Misty Drive Happy Valley, OR 97086

 Telephone:
 (503) 783-3800

 Fax:
 (503) 658-5174

 Website:
 Happyvalleyor.gov
 Location: 4500 Kruse Way, Suite 250 Lake Oswego, OR 97035 Telephone: (503) 597-3222 Fax: (503) 597-7655

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INVITATION TO BID

INVITATION TO BID

Notice is hereby given that the City of Happy Valley will open sealed bids from qualified contractors for the

2020 STREET IMPROVEMENT PROJECT

ODOT CLASS OF WORK: Asphalt Concrete Paving and Oiling, and Pavement Markings

PUBLIC BID OPENING......Thursday, June 11, 2020 at 2:00 PM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE......Thursday, June 11,, 2020 at 4:00 PM

No bids will be received or considered if submitted electronically or after the time of closing.

This project generally includes reconstruction, repair, and overlay street improvement for eight (8) streets: Proposed work includes the following:

Schedule 'A' (SE 129th Avenue) includes the following proposed work:

- > Pavement Grinding to Full-Depth (4"+/-): 724 +/- square yards,
- Cement-Treated Sub-Grade (CTB): 724 +/- square yards (22 tons PCC, 6% Application Rate),
- > Paving Street to 4" Thickness: 724 +/- square yards (160 tons), and
- > Striping: 16+/- square feet of 12" stop bar

Schedule 'B' (SE Purple Finch Loop) includes the following proposed work:

- > Pavement Grinding up to 2" Depth: 1,300+/- square yards,
- > Overlay Street to 2" Thickness: 2,740+/- square yards (303 tons),
- > Striping: 24+/- square feet of 12" stop bars,
- > ADA Ramp Construction: Removal and construction of (4) four ramps

Schedule 'C' (SE Solomon Court) includes the following proposed work:

- > Pavement Grinding to Full-Depth (4"+/-): 3,053+/- square yards,
- > Paving Street to 4" Thickness: 3,053+/- square yards (672 tons),
- Cement-Treated Sub-Grade (CTB): 3,053+/- square yards (93 tons PCC, 6% application Rate)
- **Striping:** 12+/- square feet of 12" stop bar,
- > ADA Ramp Construction: Removal and construction of (7) seven ramps
- > Commercial Driveway Construction: Removal and construction of (1) driveway

Schedule 'D' (SE Cresthill Road) includes the following proposed work:

- > Pavement Grinding to Full-Depth (4"+/-): 1,094+/- square yards,
- > Cement-Treated Sub-Grade (CTB): 1,094+/- square yards (34 tons, 6% Application Rate),
- > Paving Street to 4" Thickness: 1,094+/- square yards (240 tons),
- > Striping: 16+/- square feet of 12" bars,

> ADA Ramp Construction: Removal and construction of (2) two ramps

> Commercial Driveway Construction: Removal and construction of (1) driveway

Schedule 'E' (SE 155th Avenue) includes the following proposed work:

- > Pavement Grinding to Full-Depth (4"+/-): 2,368 +/- square yards,
- > Paving Street to 4" Thickness: 2,368 +/- square yards (515 tons),
- > ADA Ramp Construction: Removal and construction of (2) two ramps
- > Concrete Stair Construction: Removal and construction of (1) one stair
- > **Striping:** 16+/- square feet of 12" stop bar

Schedule 'F' (SE 156th Avenue) includes the following proposed work:

- > Pavement Grinding up to 2" Depth: 2,104+/- square yards,
- > Overlay Street to 2" Thickness: 2,104+/- square yards (231 tons),
- > Pavement Fabric: 18,936+/- square feet.

Schedule 'G' (SE Vivian Way) includes the following proposed work:

- > Pavement Grinding up to 2" Depth: 350+/- square yards,
- > Overlay Street to 2" Thickness: 350+/- square yards (39 tons),
- > Pavement Fabric: 3,150+/- square feet.

Schedule 'H' (SE Nyla Way) includes the following proposed work:

- > Pavement Grinding up to 2" Depth: 603+/- square yards,
- > Overlay Street to 2" Thickness: 603+/- square yards (67 tons),
- > Striping: 12+/- square feet of 12" bars,
- > Pavement Fabric: 5,427+/- square feet,
- > ADA Ramp Construction: Removal and construction of (2) two ramps

Construction must be completed no later than the **Friday**, **August 28**, **2020**. Once construction on the project has begun, the contractor must reach substantial completion within **60** days of commencing activity.

COVID-19 Physical Distancing Plan

Bidder must submit a work plan or written description explaining how the bidder will meet all Center for Disease Control (CDC) and Oregon Health Authority (OHA) recommendations on physical distancing and personal protective equipment to slow the spread of COVID-19. The City may request updated plans as recommendations change and actions should reflect current recommendations at the time of construction. This plan may be a word document or work plan outline how physical distancing will be met while performing work as described in the scope of work.

The City has the ability to adjust the project schedule due to state mandates.

Project and bid documents are available on the City's website https://www.happyvalleyor.gov/

To perform work, bidders must be prequalified with the Oregon Department of Transportation for the class of work defined above. Proof of prequalification must be submitted to the City by **<u>4:00 PM</u>** on the **<u>Date of Public Bid Opening</u>**.

Sealed bids are to be sent to **Carol Earle, P.E.**, City Engineer as shown on the schedule of bid, and may not be submitted by electronic means. All bids received by the date and time of Public Bid Opening will be opened at the City Hall address at the designated date and time noted above.

This public works contract is subject to State of Oregon prevailing rates of wage requirements, per **ORS 279C.800** through **279C.870**. The City will not receive or consider bids unless the bid contains a statement by the bidder that the bidder will comply with **ORS 279C.830**.

Bidders must be qualified in accordance with the applicable parts of **ORS279C** in order to enter into a contract with the City. No bid shall be considered unless the bidder is registered with the Oregon Construction Contractors. Bidder shall also identify whether bidder is a current resident, as defined in **ORS 279A.120**.

The City of Happy Valley may reject any and all bids that do not comply with prescribed public bidding and contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under **ORC 279C.375(3)(b)**, Award and Execution of Contract, and that the City of Happy Valley may reject for good cause any and all bids after finding that doing so is in the public interest.

CITY OF HAPPY VALLEY

Economic & Community Development Department Engineering Division

Carol Earle, P.E. City Engineer

NOTICE IS DATED the **21**st of **May**, **2020**, and published as of this date on:

- > Daily Journal of Commerce, Oregon website https://djcoregon.com/
- City of Happy Valley website <u>https://www.happyvalleyor.gov/</u>

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS:

1. EXPLANATION TO BIDDERS:

Any explanation regarding the meaning or interpretation of contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid closing. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid closing shall not be binding.

2020 PAVEMENT MAINTENANCE PROGRAM

BID CLOSING & PUBLIC BID OPENING......Thursday, June 11, 2020 at 2:00 PM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE......Thursday, June 11, 2020 at 4:00 PM

2. **BIDDERS QUALIFICATIONS:**

Bidders must be pre-qualified with the Oregon Department of Transportation (ODOT) in accordance with the applicable parts of **ORS 279** and **ORS 701** and matters which can in any way affect the work hereof in order to enter into a Contract with the City of Happy Valley.

Bids will only be accepted from bidders prequalified with the Oregon Department of Transportation (ODOT) for the Class of Work as described in the bid documents. Proof of prequalification must be submitted to the City by <u>4:00 PM</u> on the Date of Public Bid Opening.

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Oregon Construction Contractors.

In accordance with **ORS 279C.830(2)**, the CONTRACTOR shall:

- 1. Have a public work bond filed with the Construction Contractors Board prior to starting work on the project, and
- 2. Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work.

3. EXAMINATION OF THE CONTRACT DOCUMENTS:

Bidders should carefully examine the bid and contract documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings plans, addenda (if any), and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, that the bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Document.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

4. CONTRACTORS RESPONSIBILITY:

It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor under this contract.

5. LAWS AND REGULATIONS:

The bidder is assumed to be familiar with all applicable Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder shall discover any provision in these specifications, plans or contract documents which is contrary to or inconsistent with any law or regulations, he or she shall report it to the City in writing.

6. WAGE RATES:

This contract for public work is subject to **ORS 279C.800** through **279C.870**. No bid will be received or considered by the public contracting city unless the bid contains a statement by the

bidder as a part of its bid that the provisions of **ORS 279C.800** through **ORS 279C.** are to be complied with. The Contractor shall pay the existing rate of wage which may be paid to workers in each trade or occupation required for such public work employed in the performance of the contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract, and such workers shall be paid not less than the specified minimum hourly rate of wage as set forth in the latest applicable edition of the Prevailing Wage Rates for Public Works in accordance with **279C.830** and as detailed in these Bid Documents.

7. BID GUARANTY:

Bid Guaranty, or Bid Security, shall be submitted with the Bid Proposal and failure to submit shall be cause for rejection of the bid. The bidder, at his or her option, shall furnish a bid bond, cashier's check or a certified check made to the City of Happy Valley for an amount equal to no less than ten (10) percent of the total amount of the bid. Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the state of Oregon and said bonds shall be in all respects satisfactory and acceptable to the City.

8. PREPARATION OF BIDS:

Bidders must submit their proposals on the proposal form attached hereto. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given, and the bidders must state the unit prices, typed or written in ink, in numerals. Any correction to entries made on the proposal forms shall be initialed by the person signing the proposal. In case of discrepancy between the unit prices and amounts, the unit prices will govern. Alternative bids will not be considered unless specifically called for.

Bids submitted electronically or via telegraphic or FAX methods will not be considered.

Each bidder represents that his bid is based upon the specific materials and equipment, described in these Bid Documents. Specific manufacturer names and model numbers (if any) cited in the Specifications and Special Provisions indicate the required quality and features of items. Bidders wishing to provide items by different manufacturers shall request acceptance of their proposed substitutions in accordance with the following requirements:

No substitutions will be considered unless written request has been submitted to the City Engineer for approval prior to the closing date for bids. Each such request shall include a complete description of the proposed substitute, and any other data or information necessary for a complete evaluation. Substitutions will be accepted only with the understanding that the supplier guarantees substituted material or equipment to be equal or better than that specified and meets all requirements.

Accepted substitutes will be listed in addenda mailed or delivered to each person or firm recorded by the City Engineer as having received the Bid Documents and will be available for inspection at City Hall, located at *16000 SE Misty Drive, Happy Valley, OR 97086*.

9. SPECIFICATION LIMITING COMPETITION:

Bidders may comment on any specification or requirement contained within this Bid which they feel limits competition in the selection of a bid to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to:

Carol Earle, P.E., City Engineer Happy Valley City Hall 16000 SE Misty Drive, Happy Valley, OR 97086 (503) 783-3815

Such comments shall be submitted no later than **4:00 PM, Seven (7) Calendar Days prior to the date of Public Bid Opening.** No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the City Engineer.

10. PROTEST OF AWARD:

The Notice of Intent to Award by the City of Happy Valley shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Engineer within **Seven (7) Calendar Days** of the Notice of Intent to Award. If a protest is timely filed, the Notice of Intent to Award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The Notice of Intent to Award and any written decision denying protest shall be sent to every bidder who provided an address.

Right to Protest. Any actual bidder who is adversely affected or aggrieved by the City's *Notice of Intent to Award* to another bidder on the same solicitation shall have **Seven (7) Calendar Days** after *Notice of Intent to Award* to submit to the City Engineer a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the protester must claim that all higher rated bidders are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

11. SUBMISSION OF BIDS:

All bids must be submitted to the City Engineer and prepared in a sealed envelope bearing on the outside the name and address of the bidder, the name of the project for which the bid is submitted, the time and date of the **Public Bid Opening**, and addressed to **Carol Earle, P.E., City Engineer** at City Hall as listed in Item 9 above.

If the bid is forwarded by mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope addressed as specified above.

12. SUBCONTRACTORS:

In accordance with **ORS 279C.370**, when the contract value for a public improvement is greater than \$100,000, bidders are required to disclose information about First-Tier Subcontractors.

The First-Tier Subcontractor Disclosure Form may be submitted with the bid in the same envelope at the Bid Closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor lists MUST be submitted within two hours of the bid closing date and time.

Within two working hours of the date and time of the deadline when the bids are due to the City for a public improvement, the bidder shall submit to the City a disclosure of the first-tier subcontractors that (A) will be furnishing labor, or will be furnishing labor and materials in connection with the public improvement, and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the total project bid.

The disclosure of first-tier subcontractors shall include the name of each subcontractor, the category of work that each subcontractor will perform, and the dollar value of each subcontract. This disclosure shall be submitted on the form as provided in these Bid Documents.

The City shall consider the bid of any contactor that does not submit a subcontractor disclosure to the City prior to the date and time as noted above to be a nonresponsive bid and may not award the contract to that contractor. The city is not required to determine the accuracy or completeness of the subcontractor disclosure.

13. <u>RECEIPT AND OPENING OF BIDS:</u>

Bids shall be submitted prior to the time fixed in the Invitation to Bid as advertised and included with these Bid Documents. Bids received after the time so designated will be considered late bids and will be returned unopened. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a bid not properly addressed and identified.

14. WITHDRAWAL OF BIDS:

Bids may be withdrawn at any time prior to the date and time of Bid Closing upon written or email request of the bidder. Negligence on the part of the bidder in preparing his or her bid shall not constitute a right to withdraw their bid after it has been opened.

15. PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening of bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid on his or her own behalf.

17. AWARD OF CONTRACT:

The contract will be awarded as soon as practicable to the lowest responsive, responsible bidder, price and other factors considered, provided the bid is reasonable and it is to the interest of the City. Award will be made to one bidder and one bidder only. The City reserves the right to reject any and all bids.

In determining the lowest responsible bidder, the City shall, pursuant to **ORS 279A.120** for the purposes of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". Contractor or individuals awarded a contract shall provide the City with a correct Department of the Treasury Internal Revenue Service Tax Identification Number (TIN). In the event that the TIN is incorrect or inconsistent with the Contractor's name as described in this contract, the City may withhold taxes as required by law, or cancel or suspend further services under this contract, at the City's option, until the discrepancy is corrected.

The acceptance of a bid shall bind the successful bidder to execute the contract.

18. <u>REJECTION OF BIDS:</u>

The City reserves the right to reject any and all bids. Bids may be rejected if they show any alteration of form, admissions not called for, conditions or alternate bids, irregularities of any kind, or that they contain a clause in which the bidder reserves the right to acceptance or reject a contract awarded to him except as herein provided, or if they do not comply with prescribed public contracting procedures and requirements including the requirement to demonstrate the bidders responsibility under **ORS 279C.375(3)(b).** Bids in which the prices are obviously unbalanced may be rejected.

The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City.

19. SURETY BONDS:

To guarantee the faithful performance of the contract, the successful bidder will be required to furnish a Performance Guarantee and a Payment Bond in an amount equal to the full amount of the contract as amended. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the State of Oregon and said bonds shall be in all respects satisfactory and acceptable to the City.

The Contractor also agrees that at the completion of the project and prior to receiving final acceptance by the City, the Contractor shall provide the City with a Maintenance Guarantee in the amount of 25% of the contracted amount, which covers any defects in either materials or workmanship, for a period of **two (2) years** from the date of acceptance.

20. EXECUTION OF THE CONTRACT:

The successful bidder shall within then **(10)** calendar days from the date of receiving from the City the contract prepared and ready for execution, furnish the City the corporate surety bond specified herein and enter into contract with the City. If the successful bidder fails to comply with any of the requirements herein, the City may, at its option, determine that the bidder has abandoned the contract and there upon the security accompanying this proposal shall be forfeited and the same shall become the property of the City.

21. ENVIRONMENTAL AND NATURAL RESOURCE LAWS:

In compliance with **ORS 279C.525**, lists of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract are listed

PACE Engineers, Inc

in the 2018 Oregon Department of Transportation Standard Specifications for Construction, Section 00170.01.

22. CONTRACT INFORMATION FOR QUESTIONS

Questions relating to the project shall be addressed by email, certified mail or telephone:

Carol Earle, PE, City Engineer (carole@happyvalleyor.gov) or

Alex Nichols, Associate Engineer (anichols@happyvalleyor.gov)

By Certified Mail:

Happy Valley City Hall Economic & Community Development Department Engineering Division 16000 SE Misty Drive Happy Valley, OR 97086

By Telephone:

(503) 783-3800

BID DOCUMENTS

BID PROPOSAL SCHEDULE OF VALUES FIRST-TIER SUBCONTRACTOR FORM BID BOND



BID PROPOSAL 2020 Street Improvement Project

Submitted by:				
Address:				
Date:		, 2020	Phone number:	
Federal Tax I.D. N	umber or Social Security	Number:		

The undersigned, as a bidder, declares that he has carefully examined the location of the worksites, that he has examined *SECTION 2 (Instruction to Bidders), Standard Specifications and Special Provisions,* and *Plans and Drawings,* and hereby proposes to furnish all materials and equipment and do all the work required to complete the project entitled **2020 STREET IMPROVEMENT PROJECT** in accordance with the said *Specifications* herein for the bid prices set forth in the *"Schedule of Bid Prices"* attached hereto and forming a part of this proposal. The bidder agrees to complete the project within the contract term.

This proposal is accompanied by a certified check, cashier's check or bid bond in the amount of 10% of the total bid.

The Bidder, by his signature below, certifies that he is qualified to perform the work and hereby represents as follows:

- a) That no Councilor, officer, agency or employee of the City of Happy Valley is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms.
- **b)** That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- c) I, the undersigned, certify that this bid has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition.
- **d)** I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including *Instructions to Bidders*; *Standard Terms and Conditions*; *Special Conditions*; *Plans and Specifications*; and all State and Federal Provisions as applicable.

Page 1 of 4

- e) I, the undersigned, agree to comply with the provisions of ORS 279C.800 through ORS 279C.870, relating to Prevailing Rates of Wage requirements, as applicable.
- **f)** I, the undersigned, certify that the Bidder holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- **g)** I, the undersigned, certify that the Bidder has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining subcontracts.
- **h)** I, the undersigned, certify that the Bidder is legally qualified to contract with the City of Happy Valley.
- i) I, the undersigned, certify that the Bidder qualifies as a carrier insured employer or a selfinsured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- **j)** I, the undersigned, certify that the Bidder is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
- k) Contractor shall commence no work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS279C.830 and all other bonding and insurance requirements have been met and a *Notice to Proceed* has been issued.
- I) Contractor shall commence no work under this contract until all bonding and insurance requirements have been met and a *Notice to Proceed* has been issued.
- **m)** Upon receiving notice to proceed from the Project Manager, the Contractor shall meet with the Project Manager for a preconstruction conference at a time mutually agreed upon. At this conference, the Contractor shall furnish the Project Manager with a proposed schedule of work.
- n) In the event the Bidder is awarded the contract and shall fail to complete the work within the time frame specified, including extensions granted, liquidated damages and engineering expenses shall be paid to the City as outlined in the *Standard Specifications* for each day of delay in the completion of the work.

The Bidder further proposes to accept the following amount as full payment for the work proposed herein to complete the project and agrees that the price represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The total amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

If the Bidder is awarded a Contract on this Proposal, the surety who will provide the <u>Performance</u> <u>Guarantee</u> will be:

, whose

address is:					
Contractor s	hall check if in compliance:				
	Drug Testing Requirement, as defined in ORS 279C.505				
Contractor s	hall check applicable box:				
	Resident Bidder	As defined in ORS 279A.120			
	Non-Resident Bidder	Resident State:			

CONSTRUCTION CONTRACTORS REGISTRATION

No bids for construction contracts shall be received or considered by the Agency unless the bidder is licensed with the Oregon Construction Contractors Board and, if applicable, the State Landscape Contractors Board as required by ORS 671.530. The undersigned states that the bidder is now registered with the Oregon Construction Contractors Board:

Indicate Registration Number and Expiration Date: ______ Workers' Comp Insurance Company: _____ Workers' Comp Policy/Binder Number: _____

The names of the principal officers of the corporation submitting this proposal; or of the partnership; or of all persons interested in this proposal as principals; are as follows:

Name

Title

Name

Title

Page 3 of 4

(If Sole Proprietor or Partnership)

In witness hereto, the undersigne	ed has set	his (its) hand this	
	day of		, 2020
Name of Firm			-
Signature of Bidder			-
	<u>(If</u>	Corporation)	
In witness whereof, the undersig its duly authorized officers this	ned corpo	pration has caused this instrument to	be executed by
	day of		, 2020
Name of Corporation			-
Ву		Title	-

Page 4 of 4



CIP-02-20

SCHEDULE OF VALUES

BID ITEM	ODOT #	DESCRIPTION	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
SCHE	DULE A - S	E 129TH AVENUE				
1	00210.00	Mobilization 1	1	LS	\$	\$
2	00225.00	Work Zone Traffic Control and Public Notice	1	LS	\$	\$
3	00310.00	Asphalt Pavement Saw Cutting	90	LF	\$	\$
4	00330.00	General Excavation	42	CY	\$	\$
5	00344.00	Treated Sub-Grade - 12" Thick	724	SY	\$	\$
6	00344.00	Portland Cement Powder	22	TON	\$	\$
7	00490.00	Adjusting Catch Basins	2	EA	\$	\$
8	00620.00	Cold Plane Pavement Removal, 4" Depth	724	SY	\$	\$
9	00641.00	3/4" - 0" Aggregate Base, 2" Thick	724	SY	\$	\$
10	00745.00	Level, 2, 1/2" ACP/HMAC, Full depth, 4" Thick in 2 Lifts	160	TON	\$	\$
11	00867.00	Thermoplastic Bar, Type AB, Stop & Crosswalk Bars(s), 12" White Striping	16	SF	\$	\$

SCHEDULE A - SE 129TH AVENUE TOTAL \$

SCHEI	DULE B - P	URPLE FINCH LOOP			
1	00210.00	Mobilization 2	1	LS	\$ \$
2	00225.00	Work Zone Traffic Control and Public Notice	1	LS	\$ \$
3	00310.00	Removal of Curbs	160	LF	\$ \$
4	00310.00	Removal of Concrete Sidewalk	112	SY	\$ \$
5	00330.00	General Excavation	20	CY	\$ \$
6	00490.00	Adjusting Boxes, Cleanout & Gas/Water Valve Cans	13	EA	\$ \$
7	00490.00	Minor Adjustment of Manholes	10	EA	\$ \$
8	00490.00	Adjusting Catch Basins	4	EA	\$ \$
9	00620.00	Cold Plan Removal, 1"-4" Depth	1300	SY	\$ \$
10	00745.00	Level, 2, 1/2" ACP/HMAC, Full depth, 2" Thick in 1 Lift	303	TON	\$ \$
11	00759.00	Portland Cement Structures - curb, sidewalk and ADA ramp complete	4	EA	\$ \$
12	00867.00	Thermoplastic Bar, Type AB, Stop & Crosswalk Bars(s), 12" White Striping	24	SF	\$ \$

SCHEDULE B - PURPLE FINCH LOOP TOTAL \$



CIP-02-20

SCHEDULE OF VALUES

BID ITEM	ODOT #	DESCRIPTION	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
SCHEE	DULE C - S	E SOLOMON COURT				
1	00210.00	Mobilization 3	1	LS	\$	\$
2	00225.00	Work Zone Traffic Control and Public Notice	1	LS	\$	\$
3	00310.00	Removal of Curbs	153	LF	\$	\$
4	00310.00	Removal of Concrete Sidewalk	98	SY	\$	\$
5	00330.00	General Excavation	200	CY	\$	\$
6	00344.00	Treated Sub-Grade/Sub-bas, 12" Thick	3053	SY	\$	\$
7	00344.00	Portland Cement Powder	93	TON	\$	\$
8	00490.00	Adjusting Boxes, Cleanout & Gas/Water Valve Cans	7	EA	\$	\$
9	00490.00	Minor Adjustment of Manholes	2	EA	\$	\$
10	00490.00	Adjusting Catch Basins	5	EA	\$	\$
11	00620.00	Asphalt Grinding/Cold Plane Pavement Removal, 1"-4" Depth	3053	SY	\$	\$
12	00641.00	3/4" - 0" Aggregate Base, 2" Thick	3053	SY	\$	\$
13	00745.00	Level, 2, 1/2" ACP/HMAC, Full depth, 4" Thick in 2 Lifts	672	TON	\$	\$
14	00759.00	Portland Cement Structures - curb, sidewalk and ADA ramp complete	7	EA	\$	\$
15	00759.00	Portland Cement Structures - Commercial driveway complete	1	EA	\$	\$
16	00867.00	Thermoplastic Bar, Type AB, Stop & Crosswalk Bars(s), 12" White Striping	12	SF	\$	\$

SCHEDULE C - SE SOLOMON COURT \$

SCHEDULE D - SE CRESTHILL ROAD

				1	
1	00210.00	Mobilization 3	1	LS	\$ \$
2	00225.00	Work Zone Traffic Control and Public Notice	1	LS	\$ \$
3	00310.00	Removal of Curbs	121	LF	\$ \$
4	00310.00	Removal of Concrete Sidewalk	63	SY	\$ \$
5	00310.00	Asphalt Pavement Saw Cutting	115	LF	\$ \$
6	00330.00	General Excavation	80	CY	\$ \$
7	00344.00	Treated Sub-Grade/Sub-bas, 12" Thick	1094	SY	\$ \$
8	00344.00	Portland Cement Powder	34	TON	\$ \$
9	00490.00	Adjusting Boxes, Cleanout & Gas/Water Valve Cans	1	EA	\$ \$
10	00490.00	Minor Adjustment of Manholes	2	EA	\$ \$
11	00490.00	Adjusting Catch Basins	2	EA	\$ \$
12	00620.00	Asphalt Grinding/Cold Plan Removal, 1"-4" Depth	1094	SY	\$ \$
13	00641.00	3/4" - 0" Aggregate Base, 2" Thick	1094	SY	\$ \$
14	00745.00	Level, 2, 1/2" ACP/HMAC, Full depth, 4" Thick in 2 Lifts	240	TON	\$ \$
15	00759.00	Portland Cement Structures - curb, sidewalk and ADA ramp complete	2	EA	\$ \$
16	00759.00	Portland Cement Structures - Commercial driveway complete	1	EA	\$ \$
17	00867.00	Thermoplastic Bar, Type AB, Stop & Crosswalk Bars(s), 12" White Striping	16	SF	\$ \$
					 · .

SCHEDULE D - SE CRESTHILL ROAD \$



CIP-02-20

SCHEDULE OF VALUES

BID ITEM	ODOT #	DESCRIPTION	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
SCHE	DULE E - S	E 155TH AVENUE				
1	00210.00	Mobilization 4	1	LS	\$	\$
2	00022.00	Work Zone Traffic Control and Public Notice	1	LS	\$	\$
3	00310.00	Removal of Curbs	80	LF	\$	\$
4	00310.00	Removal of Concrete Sidewalk	63	SY	\$	\$
5	00310.00	Asphalt Pavement Saw Cutting	103	LF	\$	\$
6	00330.00	General Excavation	20	CY	\$	\$
7	00490.00	Adjusting Boxes, Cleanout & Gas/Water Valve Cans	8	EA	\$	\$
8	00490.00	Minor Adjustment of Manholes	7	EA	\$	\$
9	00490.00	Adjusting Catch Basins	6	EA	\$	\$
10	00620.00	Asphalt Grinding/Cold Plane Pavement Removal, 1"-4" Depth	2368	SY	\$	\$
11	00745.00	Level, 2, 1/2" ACP/HMAC, Full depth, 4" Thick in 2 Lifts	515	TON	\$	\$
12	00759.00	Portland Cement Structures - Stairs complete	1	EA		
13	00759.00	Portland Cement Structures - curb, sidewalk and ADA ramp complete	2	EA	\$	\$
14	00867.00	Thermoplastic Bar, Type AB, Stop & Crosswalk Bars(s), 12" White Striping	16	SF	\$	\$

SCHEDULE E - SE 155TH AVENUE \$

SCHEDULE F - SE 156TH AVENUE

1	00210.00	Mobilization 4	1	LS	\$ \$
2	00022.00	Work Zone Traffic Control and Public Notice	1	LS	\$ \$
3	00330.00	General Excavation	10	CY	\$ \$
4	00350.00	Geotextile Paving Fabric	2104	SY	\$ \$
5	00490.00	Adjusting Boxes, Cleanout & Gas/Water Valve Cans	5	EA	
6	00490.00	Minor Adjustment of Manholes	4	EA	\$ \$
7	00490.00	Adjusting Catch Basins	3	EA	\$ \$
8	00620.00	Asphalt Grinding/Cold Plane Pavement Removal, 1"-4" Depth	2104	SY	\$ \$
9	00745.00	Level, 2, 1/2" ACP/HMAC, Full depth, 2" Thick in 1 Lifts	231	TON	\$ \$

SCHEDULE F - SE 156TH AVENUE \$



CIP-02-20

SCHEDULE OF VALUES

BID ITEM	ODOT #	DESCRIPTION	ΤΟΤΑΙ ΟΤΥ	UNIT	UNIT PRICE	TOTAL COST			
SCHE	SCHEDULE G - SE VIVIAN WAY								
1	00210.00	Mobilization 4	1	LS	\$	\$			
2	00022.00	Work Zone Traffic Control and Public Notice	1	LS	\$	\$			
4	00350.00	Geotextile Paving Fabric	350	SY	\$	\$			
5	00490.00	Minor Adjustment of Manholes	1	EA	\$	\$			
6	00490.00	Adjusting Catch Basins	1	EA					
7	00620.00	Asphalt Grinding/Cold Plane Pavement Removal, 1"-4" Depth	350	SY	\$	\$			
8	00745.00	Level, 2, 1/2" ACP/HMAC, Full depth, 2" Thick in 1 Lift	39	TON	\$	\$			
	SCHEDULE G - SE VIVIAN WAY \$								

SCHEDULE H - SE NYLA WAY

\$ \$ 00210.00 Mobilization 4 1 LS 1 00022.00 Work Zone Traffic Control and Public Notice \$ \$ 1 LS 2 00310.00 Removal of Curbs 45 1 F \$ \$ 3 00310.00 Removal of Concrete Sidewalk 42 \$ \$ SY 4 00310.00 Asphalt Pavement Saw Cutting 80 1 F \$ \$ 5 00330.00 General Excavation \$ \$ 10 CY 6 7 00350.00 Geotextile Paving Fabric 603 SY \$ \$ \$ 00490.00 Adjusting Boxes, Cleanout & Gas/Water Valve Cans 2 ΕA \$ 8 00490.00 Minor Adjustment of Manholes 1 ΕA \$ \$ 9 \$ 00620.00 Asphalt Grinding/Cold Plane Pavement Removal, 1"-4" Depth 603 SY \$ 10 00745.00 Level, 2, 1/2" ACP/HMAC, Full depth, 2" Thick in 1 Lift 67 TON \$ \$ 11 00759.00 Portland Cement Structures - curb, sidewalk and ADA ramp complete 2 ΕA \$ \$ 12 00867.00 Pavement Bar, Type AB, Stop & Crosswalk Bars(s), 12" White Striping 12 SF \$ \$ 13

SCHEDULE H - SE NYLA WAY \$

CONSTRUCTION TOTAL \$

Dollars

Total Bid Amount (In Words)

Contractor Company Name: Contractor CCB#: Contact Name: Telephone Number:

> Please use this form to submit bid Bids Due no later than 2:00 PM on Tuesday, June 11, 2020 mailed or delivered to City of Happy Valley, 16000 SE Misty Drive ATTN: Carol Earle, City Engineer

BIDDER'S CHECKLIST

1. Submittal of bid security in the amount of 10% of the bid for bids over \$10,000.

- 2. Acknowledgement of addenda form.
- 3. Indication of resident/non-resident bidder in the proposal section.

4. Submittal of first tier sub-contractors disclosure form for projects over \$100,000.

Requirements #1, #2 And #3 are due at 2:00 PM, requirement #4 is due no later than 4:00 PM on the bid opening date. Apparent lowest bidder shall submit application & ODOT pre-gualification letter within five business days after bid opening



FIRST-TIER SUB-CONTRACTOR DISCLOSURE FORM

PROJECT NAME:	2020 ST	2020 STREET IMPROVEMENT PROJECT			
BID #:					
BID OPENING:	Date:	Thursday, June 11, 2020	Time:	4:00 PM	
Failure to	submit thi	s form by the disclosure deadlin	o will result in	2	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

INSTRUCTIONS: [ORS 279C.370]

This form **MUST** be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile or e-mail. It is the responsibility of bidders to submit this disclosure form and any additional sheets with the project name clearly marked, at the location indicated by the specified disclosure deadline.

Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents.

List below the name of each sub-contractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the sub-contract. Enter **<u>"NONE"</u>** if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed.

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK	
(1)	\$		
(2)	\$		
(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.

Form Submitted By (Bidder):	
Bidder Signature:	
Contact Name:	Phone No.:

ORS 279C.370 First-tier subcontractor disclosure.

- (1) (a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
 - (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
 - (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
 - (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
 - (c) This subsection applies only to public improvement contracts with a value, estimated by the contracting agency, of more than \$100,000.
 - (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (Competitive bidding) (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a nonresponsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585 (Authority to substitute undisclosed first-tier subcontractor).
- (6) A subcontractor may file a complaint under ORS 279C.590 (Complaint process for substitutions of subcontractors) based on the disclosure requirements of subsection (1) of this section. [2003 c.794 §116; 2005 c.103 §16]



BID BOND 2020 STREET IMPROVEMENT PROJECT

KNOW ALL MEN BY THESE PRESENTS, that we __________(Name of Contractor) as Principal, hereinafter called the Principal, and _______ a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto _________(Name of Obligee) as Obligee, hereinafter called the Obligee, in the sum of ________Dollars (\$_______), for the payment of which sum well and truly to he made, the said Principal and the said Surety, bid ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ______

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.

Signed and sealed this	day of	, 2020.
Principal:	Surety:	
Ву:	Ву:	
Title:	Title:	

CONTRACT DOCUMENTS

CERTIFICATE OF INSURANCE PREVAILING WAGE RATES (BOLI) PERFORMANCE GUARANTEE PAYMENT BOND MAINTENANCE GUARANTEE CONTRACT FOR SERVICES FORM

CERTIFICATE OF INSURANCE:

Contractor to provide Certificate of Insurance as required by **Section 00170.70** of the Standard Specifications and Special Provisions and Contract for Services Form.

PREVAILING WAGE RATES (BOLI)

This Public Works Project is subject to the applicable prevailing wage rates. If a contractor fails to pay for labor and services, the City can withhold these amounts from payments due the contractor. Prevailing Wages applicable to this project can found electronically at:

https://www.oregon.gov/boli/WHD/PWR/Pages/January-1,-2020-PWR-Rates-.aspx and is titled as:

"January 1, 2020 Prevailing Wage Rates for Public Works Contracts in Oregon" (Current Edition)

Including the following publications and amendments:

"Definitions of Covered Occupations for Public Works Contracts in Oregon", Current Edition.

All Prevailing Wage Rate Amendments Effective through the Current Prevailing Wage Publication

All Applicable Amendments Adopted Prior to the Date of Current Prevailing Wage Publication.

City of Happy Valley, Oregon <u>PERFORMANCE GUARANTEE</u>

Project Title:	-			
Land Use/Project Number:	-			
Bond Number:				
We,		1	("Principal"), under the State	
and authorized to transact surety busi	ness in the State	of Oregon, a	as Surety ("Suret	ty"),
jointly and severally bind ourselves, our respective heirs, executors, adr	ministrators, succ	essors, and a	assigns unto the	City
of Happy Valley, Oregon ("City" and/or "Obligee"), for payment of	this performance	guarantee	("Guarantee") in	the
amount of) as provided here	ein.

An application has been received by the City for a permit to construct improvements for ("the Project"), as described in Exhibit A. The improvements will be constructed according to and consistent with final construction plans approved by the City.

As a condition of the final approval of said improvements by City, Principal has agreed to furnish a financial guarantee to the City for the faithful performance and operability of the Project and to guarantee the work thereunder for a minimum period of twenty-four (24) months running from the last date of the City's partial or full release of the Performance Guarantee.

If Principal fully performs its obligations consistent with the terms of the final construction plans as well as all other contractual obligations the Principal has with the City concerning the Project, Surety's obligations under this Guarantee will then be null and void. Absent that performance by Principal, Surety's obligations remain in full force and effect.

Surety waives any requirement to be notified of alterations or extensions of time or any other authorized modifications made by City to the Project.

If Principal fails to fully and faithfully construct or complete the work required of it for the Project, and City has declared Principal in default of its obligations, City is entitled to be paid all funds under this Guarantee upon delivery of written notice to Surety by the City that the Principal has not performed the required work on the Project .

Surety shall be obligated to and shall disburse the amount(s) of funds deemed necessary by City, which may be either a partial or the full portion of the Guarantee. Payment(s) shall be made within thirty (30) business days of receiving written demand for said funds from the City. City may make serial demands for portions of the Guarantee, up to and including the full amount of the Guarantee. In the alternative, within thirty (30) business days of receiving the City's written demand, Surety may elect to complete the improvements at its sole cost and expense in accordance with the final construction plans approved by the City.

Surety and Principal further agree that twenty-five percent (25%) of the cost of the facilities as approved by the City Engineer or designee will remain in place to warrant to City that the construction is and will remain for a period of twenty-four (24) months from the date of acceptance, free from defects in materials and workmanship. This provision may not be applicable certain for private improvements.

Surety agrees to keep City fully advised of any change of information concerning the registered agents below. The Surety's obligation on this guarantee is non-assignable without prior written consent from the City.

Printed Name of Authorized City Signatory	Printed Name of Principal	Printed Name of Authorized Surety of Attorney-in-Fact Signatory
Title	Title	Title
Signature of Authorized City Signatory	Signature of Principal	Signature of Authorized Surety or Attorney-in-Fact Signatory
16000 SE Misty Drive Address Line 1	Address Line 1	Address Line 1
Happy Valley, OR 97086		
Address Line 2	Address Line 2	Address Line 2
Date	Date	Date
-	Telephone Number	Telephone Number

Email Address

Email Address

Initials___/___

Exhibit A

This project generally includes reconstruction, repair, and overlay street improvement for eight (8) streets: Proposed work includes the following:
Schedule 'A' (SE 129th Avenue) includes the following proposed work: Pavement Grinding to Full-Depth (4 " +/-): 724 +/- square yards, Cement-Treated Sub-Grade (CTB): 724 +/- square yards (22 tons PCC, 6% Application Rate), Paving Street to 4 " Thickness: 724 +/- square yards (160 tons), and Striping: 16+/- square feet of 12 " stop bar
Schedule 'B' (SE Purple Finch Loop) includes the following proposed work: Pavement Grinding up to 2 " Depth: 1,300+/- square yards, Overlay Street to 2 " Thickness: 2,740+/- square yards (303 tons), Striping: 24+/- square feet of 12 " stop bars, ADA Ramp Construction: Removal and construction of (4) four ramps
 Schedule 'C' (SE Solomon Court) includes the following proposed work: Pavement Grinding to Full-Depth (4 " +/-): 3,053+/- square yards, Paving Street to 4 " Thickness: 3,053+/- square yards (672 tons), Cement-Treated Sub-Grade (CTB): 3,053+/- square yards (93 tons PCC, 6% application Rate) Striping: 12+/- square feet of 12 " stop bar, ADA Ramp Construction: Removal and construction of (7) seven ramps Commercial Driveway Construction: Removal and construction of (1) driveway
Schedule 'D' (SE Cresthill Road) includes the following proposed work: Pavement Grinding to Full-Depth (4 " +/-): 1,094+/- square yards, Cement-Treated Sub-Grade (CTB): 1,094+/- square yards (34 tons, 6% Application Rate), Paving Street to 4 " Thickness: 1,094+/- square yards (240 tons), Striping: 16+/- square feet of 12 " bars, ADA Ramp Construction: Removal and construction of (2) two ramps Commercial Driveway Construction: Removal and construction of (1) driveway
Schedule 'E' (SE 155th Avenue) includes the following proposed work: Pavement Grinding to Full-Depth (4 " +/-): 2,368 +/- square yards, Paving Street to 4 " Thickness: 2,368 +/- square yards (515 tons), ADA Ramp Construction: Removal and construction of (2) two ramps Concrete Stair Construction: Removal and construction of (1) one stair Striping: 16+/- square feet of 12 " stop bar
Schedule 'F' (SE 156th Avenue) includes the following proposed work: Pavement Grinding up to 2 " Depth: 2,104+/- square yards, Overlay Street to 2 " Thickness: 2,104+/- square yards (231 tons), Pavement Fabric: 18,936+/- square feet.
Schedule 'G' (SE Vivian Way) includes the following proposed work: Pavement Grinding up to 2 " Depth: 350+/- square yards, Overlay Street to 2 " Thickness: 350+/- square yards (39 tons), Pavement Fabric: 3,150+/- square feet.
Schedule 'H' (SE Nyla Way) includes the following proposed work: Pavement Grinding up to 2 " Depth: 603+/- square yards, Overlay Street to 2 " Thickness: 603+/- square yards (67 tons), Striping: 12+/- square feet of 12 " bars, Pavement Fabric: 5,427+/- square feet, ADA Ramp Construction: Removal and construction of (2) two ramps
See project plans and specifications for additional information.



PAYMENT BOND 2020 Street Improvement Project

KNOW ALL MEN BY THESE PRESENTS, that we	
as PRINCIPAL, and	
a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto	d
the OBLIGEE herein, in the sum of	
(dollars) (\$)	
for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:	
THE CONDITION OF THIS BOND IS SUCH THAT	
WHEREAS,	
(Contractor) the PRINCIPAL herein, on theday of	, 2020
entered into it contract with the OBLIGEE which contract documents consist of the "Invit	tation to

entered into it contract with the OBLIGEE which contract documents consist of the "Invitation to Bid", the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate or Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", "the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to promptly make payment for all labor, services, material, and sums due the workmen's compensation board or equivalent, the collector of internal revenue, the unemployment compensation trust fund, and the treasurer of the State of Oregon in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall promptly pay all persons furnishing labor, services and material, and sums due for workmen's compensation insurance or equivalent, social security and unemployment compensation, sums due to the Department of Revenue, to him and to his subcontractor, or to their assigns, on or about said work then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

- (a) All material men, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on this bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted 'in a proceeding instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgment rendered thereon.
- (b) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.
- (c) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEES, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to the state tax commission pursuant to ORS 316.711, and shall do all things required of said PRINCIPAL by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, 1	the parties hereto have caused this bond to be executed in	

	, this	day of		, 2	020
			<u>(</u> SEAL)		
WITNESSES:	PRINCIPLE				
SURETY				(SEAL)	

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.

City of Happy Valley, Oregon MAINTENANCE GUARANTEE

Project Title:	_		
Land Use/Project Number:	_		
Bond Number:	-		
Expiration Date:	_		
	A	organized u	("Principal") and nder the State of
and authorized to transact surety bus hereby jointly and severally bind ourselves, our respective heirs, exe the City of Happy Valley, Oregon, ("City"), for paym	ecutors, administr	rators, success	sors, and assigns unto
herein.			

project Principal constructed certain public or onsite improvements for а known as ("Project") which improvements were constructed consistent with final construction plans approved by the City. As a condition of City's approval of said Project, Principal agreed to warrant that the construction, as described in Exhibit A, is and will remain free from defects in materials and workmanship for a period of months from the date of the City's acceptance of said improvements.

If no claim on said warranty is made at the conclusion of thirty days following the warranty period, Surety's obligations pursuant to this guarantee are null and void. Otherwise, Surety's obligations remain in full force and effect.

Should the improvements not comport with the requirement that they be free from defects in materials and workmanship for a period of ______ months, and Principal has not corrected the defects within thirty (30) business days of receiving City's notice of the defect, City is entitled to the funds payable under this guarantee upon delivery of written demand to Surety that the required warranty has not be met.

Surety shall upon receipt of the written demand be thereupon obligated to and shall disburse amount(s) of funds deemed necessary by City to complete the work. Payment to City shall be made within thirty (30) business days of having received written demand for said funds from City. Alternatively, City may request Surety use funds payable under this Guarantee to complete the maintenance of the improvements.

Surety agrees to keep the City advised of any change of information concerning the registered agents below. The Surety's obligation on this guarantee is non-assignable without written consent from the City.

Printed Name of Authorized City Signatory	Printed Name of Principal	Printed Name of Authorized Surety of Attorney-in-Fact Signatory	
Title	Title	Title	
Signature of Authorized City Signatory	Signature of Principal	Signature of Authorized Surety or Attorney-in-Fact Signatory	
16000 SE Misty Drive			
Address Line 1	Address Line 1	Address Line 1	
Happy Valley, OR 97086			
Address Line 2	Address Line 2	Address Line 2	
Date	Date	Date	
-	Telephone Number	Telephone Number	
-	7. 1.11		

Email Address

Email Address

Exhibit A

This project generally includes reconstruction, repair, and overlay street improvement for eight (8) streets: Proposed work includes the following: Schedule 'A' (SE 129th Avenue) includes the following proposed work:	
Pavement Grinding to Full-Depth (4"+/-): 724 +/- square yards, Cement-Treated Sub-Grade (CTB): 724 +/- square yards (22 tons PCC, 6% Application Rate), Paving Street to 4 " Thickness: 724 +/- square yards (160 tons), and Striping: 16+/- square feet of 12 " stop bar	
Schedule 'B' (SE Purple Finch Loop) includes the following proposed work: Pavement Grinding up to 2 " Depth: 1,300+/- square yards, Overlay Street to 2 " Thickness: 2,740+/- square yards (303 tons), Striping: 24+/- square feet of 12 " stop bars, ADA Ramp Construction: Removal and construction of (4) four ramps	
Schedule 'C' (SE Solomon Court) includes the following proposed work: Pavement Grinding to Full-Depth (4 " +/-): 3,053+/- square yards, Paving Street to 4 " Thickness: 3,053+/- square yards (672 tons), Cement-Treated Sub-Grade (CTB): 3,053+/- square yards (93 tons PCC, 6% application Rate) Striping: 12+/- square feet of 12 " stop bar, ADA Ramp Construction: Removal and construction of (7) seven ramps Commercial Driveway Construction: Removal and construction of (1) driveway	
 Schedule 'D' (SE Cresthill Road) includes the following proposed work: Pavement Grinding to Full-Depth (4 " +/-): 1,094+/- square yards, Cement-Treated Sub-Grade (CTB): 1,094+/- square yards (34 tons, 6% Application Rate), Paving Street to 4 " Thickness: 1,094+/- square yards (240 tons), Striping: 16+/- square feet of 12 " bars, ADA Ramp Construction: Removal and construction of (2) two ramps Commercial Driveway Construction: Removal and construction of (1) driveway 	
Schedule 'E' (SE 155th Avenue) includes the following proposed work: Pavement Grinding to Full-Depth (4 " +/-): 2,368 +/- square yards, Paving Street to 4 " Thickness: 2,368 +/- square yards (515 tons), ADA Ramp Construction: Removal and construction of (2) two ramps Concrete Stair Construction: Removal and construction of (1) one stair Striping: 16+/- square feet of 12 " stop bar	
Schedule 'F' (SE 156th Avenue) includes the following proposed work: Pavement Grinding up to 2 " Depth: 2,104+/- square yards, Overlay Street to 2 " Thickness: 2,104+/- square yards (231 tons), Pavement Fabric: 18,936+/- square feet.	
Schedule 'G' (SE Vivian Way) includes the following proposed work: Pavement Grinding up to 2 " Depth: 350+/- square yards, Overlay Street to 2 " Thickness: 350+/- square yards (39 tons), Pavement Fabric: 3,150+/- square feet.	
Schedule 'H' (SE Nyla Way) includes the following proposed work: Pavement Grinding up to 2 " Depth: 603+/- square yards, Overlay Street to 2 " Thickness: 603+/- square yards (67 tons), Striping: 12+/- square feet of 12 " bars, Pavement Fabric: 5,427+/- square feet, ADA Ramp Construction: Removal and construction of (2) two ramps	



CONTRACT FOR SERVICES 2020 STREET IMPROVEMENT PROJECT

This contract is entered into by and between the City of Happy Valley, hereinafter referred to as the "CITY", and _________ hereinafter called the "CONTRACTOR", to provide the services described in the Invitation to Bid for the

2020 STREET IMPROVEMENT PROJECT (HAPPY VALLEY, OREGON),

hereinafter called the "PROJECT", which by this reference is hereby made part of this contract. The following provisions shall comprise this contract:

I. <u>COMPENSATION</u>

- A. The CITY agrees to compensate the CONTRACTOR on a fee-for-services basis as outlined in these DOCUMENTS. This agreement covers the period beginning, _________ through ________ inclusive. Work shall be performed in accordance with an approved schedule provided to the CITY by the CONTRACTOR as part of this document. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent CITY contract and/or purchase order numbers. All invoices shall be consistent with the fee bid accepted by the CITY and shall reflect any savings or reductions provided for in the fee bid. The City will retain 5% from progress payments. The retainage will be released with the final payment after the project has been accepted as complete by the City. The compensation authorized under this contract shall be \$______ per the bid schedule of items and prices form for PROJECT.
- **B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:
 - **1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
 - 2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to CITY employees. Without limitation but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).
 - **3.** The CONTRACTOR is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the CONTRACTOR has the assistance of other persons in the performance of this contract, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.

- **C.** The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, CITY, or Federal employee.
- **D.** The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

II. SERVICES TO BE PROVIDED:

The CONTRACTOR shall provide all materials and services required for the PROJECT, as set forth in the *Invitation to Bid*, and the documents it references.

III. CONTRACTOR OBLIGATIONS

- A. This contract is expressly subject to all applicable State contracting laws and further, is expressly subject to the constitutional and charter debt limitation, and incorporates by reference all provisions required by applicable ORS Chapter 279A and ORS 279C and Oregon Administrative Rule Divisions 47 and 49 (i.e., OAR 137-049-0200(c)(A) through and including OAR 137-049-0200(c)(V) (2006). The contract is contingent upon funds being appropriated therefore.
 - 1. The CONTRACTOR shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the prevailing wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing, or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279.359 are hereby incorporated into these Specifications. A copy of the Prevailing Wage Rates is attached to this Contract and is available on-line at the following Bureau of Labor and Industries website:

https://www.oregon.gov/boli/WHD/PWR/Pages/January-1,-2020-PWR-Rates-.aspx When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.

- **2.** This agreement is expressly subject to the constitutional and charter debt limitation, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
- **3.** The CONTRACTOR shall indemnify, save harmless and defend the CITY, its officers, councilors, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees and agents.
- **4.** CONTRACTOR shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. CONTRACTOR shall maintain valid all required licenses and certificates required by law.
- 5. If the CONTRACTOR fails to pay for labor and services, the CITY can pay for them and withhold those amounts from payment to the CONTRACTOR. ORS 279C.515; OAR 839-025-0020(2)(a)

- **6.** The CONTRACTOR must pay daily, weekly and holiday overtime as required. ORS 279C.520; OAR 839-025-0020(2)(b)
- **7.** The CONTRACTOR must make prompt payment for all medical services for which the CONTRACTOR has agreed to pay, and for all amounts for which the CONTRACTOR collects or deducts from workers' wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- 8. The CONTRACTOR must submit a Public Work Contract Fee form (WH-39) and pay a prevailing wage rate fee to BOLI. ORS 279C-830 (2); OAR 839-025-0020(2)(e)
- **9.** The CONTRACTOR must pay the workers not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C3830 (1)(c); OAR 839-025-0020(3)
- 10. The CONTRACTOR must have a public works bond filed with the Construction Contractors Board before commencement of any work on the project. ORS 279C.830(3)(a)
- **11.** The CONTRACTOR shall include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any work on the project. ORS 279C.830(3)(b).
- B. CONTRACTOR warrants all installed materials or systems to be free from design, materials or construction defects and the systems shall perform to the CITY's satisfaction for at least two (2) years from the date the CITY accepts the work. CONTRACTOR warrants that the renovation work shall be performed consistent with professional standards found to be prevalent in the Portland Metropolitan Area.

IV. INSURANCE REQUIREMENTS:

- A. The CONTRACTOR agrees to furnish the CITY evidence of commercial general liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 general annual aggregate for bodily injury and property damage for the protection of, and naming the CITY, its officers, councilors and employees as additionally insured against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The CITY requires a complete copy of the above policy.
- B. The CONTRACTOR warrants that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the CONTRACTOR has the assistance of other persons in the performance of this contract, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656.407. CONTRACTORS shall maintain employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,00,000 each policy limit.
- C. The CONTRACTOR agrees to furnish the CITY evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of, and naming the CITY, its officers, councilors, and employees as additionally insured against liability for damages because of bodily injury, death, or damage to property, including loss of use thereof in any way related to this contract. The CITY, at its option, may require a complete copy of the above policy.
- D. The insurance, other than the Workers' Compensation coverage, shall include the CITY as an additional named insured and refer to and support the CONTRACTOR'S obligation to hold harmless and defend (with attorneys approved by the CITY) the CITY, it's officers, councilors, agents, insurers and employees (all of whom shall be deemed to be covered by the duty of indemnify and defend). Such insurance shall provide at least thirty (30) days written notice

to the CITY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the CITY under this insurance. The insurance company will provide written notice to the CITY within sixty (60) days after any reduction in the general aggregate limit. This policy(s) shall be primary insurance as respects to the CITY. Any insurance or self-insurance maintained by the CITY shall be excess and shall not contribute to it.

V. <u>SUBCONTRACTS:</u>

The CONTRACTOR shall be responsible to the CITY for the actions of persons and firms performing subcontract work.

VI. **DEFAULT:**

The CITY may, subject to the provisions of paragraph four (4) below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances:

- A. If the CONTRACTOR fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
- B. If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. In the event the CITY terminates this contract in whole, or in part, as provided in paragraph (b) above of this clause, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to the CITY for any excess costs for such similar supplies or services; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- D. Except with respect to defaults of subcontractors, the CONTRACTOR shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the CITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required delivery schedule.
- E. The rights and remedies of the CITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- F. As used in paragraph (d) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

LIQUIDATED DAMAGES

The CONTRACTOR shall complete all required work under the Contract by Friday, August 28, 2020.

Once construction on the project has begun, the contractor must reach substantial completion within **60** days of commencing activity. The daily amount of the liquidated damages will be \$500 per Calendar Day* for failure to meet this deadline and/or for failure to complete work on-time as required by Section 00180.50(h) of the ODOT Standard Specifications for Construction, latest edition as modified by these Bid Documents. The daily amount of the liquidated damages will be at least \$300 per Calendar Day* for failure to open street on time at end of work day.

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

VII. PERFORMANCE GUARANTEE AND PAYMENT BOND

The CONTRACTOR will be required to file with the CITY Performance and Labor and Material Payment Guarantees in the amount of 100% of the contract price at the time of execution of the contract. The surety company furnishing this guarantee shall have a sound financial standing and a record of service satisfactory to the CITY and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the guarantee, which it covers. AIA forms may be used for the Performance guarantee and Labor and Material Payment bonds.

VIII. MAINTENANCE GUARANTEE

At the completion of the project and prior to received final acceptance by the CITY, the CONTRACTOR shall provide the CITY with a Maintenance Guarantee in the amount of 25% of the contract amount, which covers any defects in either materials or workmanship, for a period of two years from the date of acceptance. AIA forms will be used for the Maintenance Guarantee.

IX. TERMINATIONS AND AMENDMENTS:

- A. The CITY may terminate this contract for cause or if sufficient funds are not appropriated for the completion of this project.
- B. This contract and any amendments thereto will not be effective until approved in writing by the CITY.
- C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein:

CONTRACTOR		CITY OF HAPPY VALLEY	
Authorized Signature	Date	Chris Randall, Public Works Director	
Printed Name and Title		Date	
Contractor CCB#		Carol Earle, PE, City Engineer	
Telephone / Fax Number		Date	
Federal Tax ID Number		_	

Federal Tax ID Number

STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS

STANDARD SPECIFICATIONS & SPECIAL PROVISIONS

The general conditions for this project are the 2018 Oregon Standard Specifications for Construction with City of Happy Valley amendments, Volume 1 (included herewith).

The standard technical specifications for this project are the 2018 Standard Specifications for Construction, Volume 2, available at: https://www.oregon.gov/ODOT/Business/Documents/2018 STANDARD SPECIFICATIONS.pdf

The Oregon Standard Specifications with City of Happy Valley Amendments, Volume 1 and the Oregon Standard Specifications, Volume 2 are further modified and supplemented for all projects by the City of Happy Valley Engineering Design and Standard Details Manual (available at https://www.happyvalleyor.gov/business/engineering-division/design-manual-details/); and are further modified and supplemented for this project by Special Provisions, Supplemental Specifications, project plans, and other references as indicated herein. All above referenced documents are hereby incorporated into and made a part of these Contract Documents in their entirety.

Special Provisions for the Construction of

CITY OF HAPPY VALLEY

CLACKAMAS COUNTY, OREGON

2020 Street Improvement Project

CIP-02-20

MAY 2020





Prepared by:



PACE ENGINEERS, INC.

4500 Kruse Way, Suite 250

Lake Oswego, OR 97035-2232

Phone: (503) 597-3222 Fax: (503) 597-7655

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APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the **2018 edition** of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter of the APWA.

All numbered references in these Special Provisions in their entirety shall be understood to refer to the Sections and Subsections of the Standard Specifications and Supplemental Specifications bearing like numbers. Unless specifically noted in these Special Provisions, all specifications included in the 2018 edition of the "Oregon Standard Specifications for Construction" shall be strictly adhered to.

The following general notes apply to the entirety of the current edition of the "Oregon Standard Specifications for Construction":

- Delete all references to ODOT eBIDS website and to electronic submission of bids by any means. The City shall only accept paper bid submissions.
- The City's standard drawings and the City's Design Manual shall take precedence in the case of any conflicts.

CLASS OF PROJECT

This is a City of Happy Valley project. The construction of this project is NOT federally funded.

CLASS OF WORK FOR THIS PROJECT

Asphalt Concrete Paving & Oiling, and Pavement Marking

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

00110.10 Abbreviations – Add or modify abbreviation(s) as follows:

BMP – Best Management Practice(s) UNC – Utility Notification Center

00110.20 Definitions – Add or modify definition(s) as follows:

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 City prior to approval of such work.

Award – Same as "Notice to Award".

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

Bid Booklet – The bound paper version included in the Solicitation Documents.

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

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Bidders Checklist, Payment Bond, Schedule of Values, Bid Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2018 edition
- The City of Happy Valley "Engineering Design and Standard Details Manual", current 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 oblige 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 City Project Manager and the Contractor's designated representative.

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

City – The term "City" shall mean the City of Happy Valley, including City Councilors, employees, and agents of the City authorized to administer the conditions of these contract documents.

Department – Synonymous with Agency.

Engineer – The City's Project Manager either acting directly or through an authorized representative(s). The engineer for this project and their contact information is below:

Brian Lee, PE, LEED AP, Senior Project Manager, PACE Engineers, Inc., 4500 Kruse Way Suite 250, Lake Oswego, OR 97035. Phone: (503) 597-3222; FAX: (503) 597-7655; email: brianl@paceengrs.com

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

Legal Holiday – As defined in 00170.65 "Minimum Wage and Overtime Rates for Public Works Projects".

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 Award – A written notice from the City notifying bidders that the City intends to award to the responsible bidder submitting the lowest responsive bid.

ODOT Procurement Office – City of Happy Valley

Owner – Synonymous with Agency.

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

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.

State – Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "City of Happy Valley", "State of Oregon", or "ODOT" as applicable because of context.

Substantial Completion – The work or specified parts of the work which are sufficiently complete, in accordance with the contract documents, such that they can be utilized by the City for the purposes intended as determined by the Engineer.

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Work Day – Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and legal holidays.

END OF SECTION

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 verbiage in this sub-section and replace with the following:

See Instruction to Bidders. (BID DOCUMENTS)

00120.01 General Bidding Requirements – Delete verbiage in this sub-section and replace with the following:

See Instruction to Bidders. (BID DOCUMENTS)

00120.05 Requests for Plans, Special Provisions, and Bid Booklets – Delete verbiage in this sub-section and replace with the following:

Project and bid documents are available on the City's website (<u>https://www.happyvalleyor.gov/</u>) for downloading.

Copies of the Oregon Standard Specifications for Construction and Supplements may be purchased from the Oregon Department of Transportation from the Plan Distribution Center in Salem, Oregon.

00120.25 Subsurface Investigations – Delete verbiage in this sub-section and replace with the following:

The Agency has not conducted sub-surface or geologic investigations.

0120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Delete verbiage in this sub-section and replace with the following:

The City reserves the right to make necessary changes or corrections to the bid documents at any time prior to the opening of bids. The City will notify bidders whose names, addresses, e-mail addresses and telephone numbers appear on the Plan Holder's List, of change or corrections by mail or e-mail. The City may elect to notify bidders by telephone initially and follow up with one of the above notification methods.

The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and sent as stated above. Bids opened and found not to be based on the changes or corrections will not be considered and will be deemed non-responsive.

00120.40 Preparation of Bid

(f) Disclosure of First-Tier Subcontractors – Delete verbiage in this sub-section and replace with the following:

- Within two working hours after the date and time of the deadline when the bids are due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that (ORS 279C.370):
 - a) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and
 - b) Will have contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.

The disclosure of first tier subcontractors shall include:

- a) The name of each subcontractor; and
- b) The dollar value of work; and
- c) The category of work that each subcontractor will be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a bidder shall so indicate by entering "NONE" or filling in the appropriate check box.

The public contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the public contracting agency to be a non-responsive bid and may not award the contract to the contractor.

Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor lists must be submitted within two hours of the bid closing date and time.

00120.45 Submittal of Bids – Delete verbiage in this sub-section and replace with the following:

See instructions to Bidders. (BID DOCUMENTS)

00120.50 Submitting Bids for More than One Contract – Delete this sub-section in its entirety.

00120.60 Revision or Withdrawal of Bids – Delete verbiage in this sub-section and replace with the following:

A revision to a proposal after it has been submitted, but prior to the deadline for submission, will be allowed provided it is submitted in a sealed envelope and signed by an authorized individual. Revisions must include bid schedule, bid guarantee, signature page, and be submitted prior to the time set for receiving proposals.

A bidder may withdraw a proposal after it has been submitted provided the withdrawal request is in writing from an individual authorized to sign the proposal and received prior to the time set for opening proposals.

00120.68 Mistakes in Bids – Add this sub-section and the following specifications:

- a) General Clarifications to or withdrawal of a bid after bid opening because of an inadvertent, non-judgmental mistake in the bid requires careful consideration by the City to protect the integrity of the competitive bidding system and to assure fairness to all bidders. Bid corrections or withdrawal by reason of a non-judgmental mistake is permissible, but only to the extent it is not contrary to the interest of the City or the fair treatment of other bidders.
- b) Mistakes Discovered After Bid Closing but Before Award This sub-section prescribes standards to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing, but before award.
 - 1) Minor Informalities are insignificant mistakes of form that are evident from the bid documents and do not affect price, quality, quantity, delivery, or contractual obligations except in the case of informalities involving unit price. Minor informalities can be waived or corrected promptly without prejudice to other bidders or to the City. Examples include, but are not limited to:
 - (a) Return of the number of signed bids or the number of other documents required by the bid documents;
 - (b) Failure to sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
 - (c) Failure to acknowledge receipt of an addenda to bid documents, but only if:
 - i. It is clear from the bid that the bidder received the addenda and
 - ii. Intended to be bound by its terms, or;
 - iii. The addenda involved had a negligible effect on price, quality, quantity, or delivery.
 - 2) Mistakes Where Intended Correct Bid is Evident If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the City may accept the bid (i.e., typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors). For discrepancies between unit prices and extended prices, unit prices will prevail.
 - 3) Mistakes Where Intended Correct Bid is not Evident The City will not accept a bid in which a mistake is clearly evident on the face of the bid form, but the intended correct bid is not similarly evident or cannot be substantiated from accompanying documents.

00120.70 Rejection of Non-Responsive Bids – Delete verbiage in this sub-section and replace with the following:

A bid will be considered irregular and may be rejected if:

1) The bid schedule(s) (BID DOCUMENTS) provided is not used or is altered.

- 2) The bid is incomplete or incorrectly completed.
- 3) The bid has unauthorized additions, deletions, alternate bids, or conditions.
- 4) A member of a joint venture and the joint venture submit bids for the same project. Both bids may be rejected.
- 5) The bid has entries not typed or in ink or has signatures or initials not in ink.
- 6) Each erasure, change, or correction is not initialed.
- 7) The price per unit cannot be determined.
- 8) The Department finds that it is in the public interest to do so (ORS 279.035).
- 9) The bid guaranty is insufficient or improper.
- 10) The standard bid bond form is not used or is altered.
- 11) Pre-Qualification submission requirements are not met.
- 12) The Oregon Construction Contractors Board registration number and expiration date are not shown on the bid if required by the bid document. This requirement applies to State-funded projects, with the exception of aggregate production and landscape projects.
- 13) A disclosure of first-tier subcontractors/material suppliers, if required under 00120.40(f), is not received within two working hours of the time bids are due to be submitted, or the disclosure form is not complete.
- 14) The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

00120.80 Reciprocal Preference for Oregon Resident Bidders – Delete this sub-section in its entirety.

00120.95 Opportunity for Cooperative Arrangement – Delete this sub-section in its entirety.

END OF 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 the third paragraph of this sub-section in its entirety.

00130.10 Award of Contract – Delete verbiage in this sub-section and replace with the following:

If the City accepts a bid and awards a contract, the City will send the successful bidder written notice of acceptance and award and two (2) copies of the Contract For Services ready for execution. The documents will be sent within thirty (30) calendar days of the Notice of Intent to Award, or within the number of calendar days specified in the contract documents or written in a mutual agreement. The City will have complied with this time limit if, within the number of days specified, the notice of acceptance and Contract For Services copies are:

- (1) Dated and delivered by the City to the bidder before the time limit;
- (2) Deposited through the U.S. Post Office with postage prepaid; or
- (3) Delivered through a private delivery service with delivery charges prepaid.

00130.15 Right to Protest the Award – Delete verbiage in this sub-section and replace with the following:

See Instructions to Bidders. (BID DOCUMENTS)

00130.30 Contract Booklet – Add the following specifications to the end of this sub-section:

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

- (1) The "Oregon Standard Specifications for Construction". Current Edition, as published by the Oregon Department of Transportation (ODOT).
- (2) "Oregon Standard Drawings" latest edition, as published by ODOT.
- (3) "City of Happy Valley Engineering Design and Standard Details Manual", latest edition.

00130.40 Contract Submittals – Delete verbiage in this sub-section and replace with the following:

See Bid Documents.

00130.70 Release of Bid Guaranties – Delete verbiage in this sub-section and replace with the following:

Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening.

END OF SECTION

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 – Delete last paragraph in this sub-section and replace with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the work as modified.

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.

END OF SECTION

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.00 Authority of the Engineer – Delete first sentence in this sub-section and replace with the following:

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

00150.05 Cooperative Arrangements – Delete this sub-section in its entirety.

00150.15 Construction Stakes, Lines and Grades

- (b) Agency Responsibilities Delete first bullet point in this sub-section and replace with the following:
- The City/Engineer or designated representative shall identify the project work limits by the Contract Plan Set included in these bid documents or as marked in the field. The contractor is responsible for the rules regarding utility verification and marking.

00150.35 Plans, 3D Engineered Models, Working Drawings, and 3D Construction Models

- (c) Number, Size, and Format of Working Drawings and 3D Construction Models Modify these sub-sections as follows:
- (1) **Paper Submittals** Add the following specifications to the end of this sub-section:

Drawing dimensions of 22 by 34 inches are allowed.

(2) Electronic Submittals – Delete verbiage in this sub-section and replace with the following:

The Contractor shall submit electronic Working Drawings in AutoCAD format, and in accordance with guidance provided by request from the Engineer.

00150.40 Cooperation and Superintendence by the Contractor – Add the following paragraphs to the end of this sub-section:

The contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work. He shall comply with all federal, state and local laws, ordinances or rules and regulations relating to performance of the work. All construction work shall be performed in conformance with the requirements of the Oregon State Department of Environmental Quality, the Environmental Protection Agency and the Agency.

The contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; uncertainties of weather, or similar physical conditions at the site; the conformation and conditions

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of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any way affect the work or the cost thereof under this Contract.

The contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface materials to be encountered from inspecting the site, all exploratory work done by the Agency, as well as from information presented by the drawings and specifications made a part of this Contract.

Any failure by the contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

The contractor warrants that as a result of his examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of the Agency. The Agency assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (I) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by Agency. Representations for which liability is not expressly assumed by the Agency in the Contract shall be deemed only for the information of the contractor.

00150.50 Cooperation with Utilities

(a) General – Add the following specifications to the end of this sub-section:

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.

(c) Contractor's Responsibilities – Add the following bullet points to the bullet list in this subsection:

- All coordination with utilities, including but not limited to water, sewer, power, NW Natural, telecommunications and internet, shall be accomplished by the Contractor prior to construction. No extra costs for damages or delay will be approved as a result of a failure to contact utilities or arrange sufficient time for utility infrastructure construction.
- Sunrise Water Authority (SWA) and NW Natural will pothole their existing services after the pavement has been removed, to ensure that they are not within the 12" CTB section. The Contractor shall provide SWA and NW Natural with 48-hour advance notice for scheduling.
- The Contractor shall be responsible for determining the exact utility location with the assistance of the utilities companies and to properly account for the possible interference of utility infrastructure with his operations.

- In the event of an interruption of utility services by the Contractor operations, the Contractor is solely responsible for repair costs and/or penalties accrued as a result of the interruptions. All planned interruptions of service shall be coordinated with Owner and operators and kept to a minimum.
- (f) Utility Information Add this sub-section and the following specifications:

The following organizations have utilities in the project area (Note: There may be other utility servers who are not specifically listed that have utilities in the project area and may be adjusting, relocating and/or inspecting their facilities within the project limits):

Utility and Representative

Clackamas County Water Environmental Services

Contact – Zach Koellermeier 150 Beavercreek Rd. Oregon City, OR 97045 Phone # 503-709-2160

Northwest Natural Gas

Contact – Kim Deletts 220 NW Second Ave. Portland, OR 97209 Phone # 503-226-4211 x4539

Sunrise Water Authority

Contact – Dan Fraijo 10602 SE 129th Avenue Happy Valley, OR 97086 Phone # 503-761-0220

Other Utilities

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 or 800-332-2344.

00150.70 Detrimental Operations – Add the following specifications to the end of this sub-section:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. In addition, prior to construction, the Contractor shall provide to the Engineer a videotape showing private property which may be disturbed during construction.

END OF SECTION

SECTION 00160 - SOURCE OF MATERIALS

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

00160.01 Notification of Source of Supply and Materials – Delete last two paragraphs of **(a) All Materials** (regarding DBE Suppliers)

00160.20 Preferences for Materials – Add the following sentence immediately before subsection (a):

Federal highway funds are **NOT** involved on this Project.

END OF SECTION

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications supplemented and/or modified as follows:

00165.03 Testing by Agency – Delete verbiage in this sub-section and replace with the following:

No testing will be performed by the City. All testing shall be the responsibility of the Contractor.

00165.04 Cost of Testing – Delete verbiage in this sub-section and replace with the following:

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

Refer to Section 00745.00 for testing requirements.

00165.10 (Materials Acceptance Guides) through 00165.91 (Fabrication Inspection Expense) – Delete these sub-sections in their entirety.

END OF SECTION

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.02 Permits, Licenses, and Taxes – Add the following specifications to the end of this subsection:

This project is to be constructed in City of Happy Valley road right of way and streets. The contractor and any subcontractors shall have a current business license with the City of Happy Valley. There are no

separate road opening permits required from the City to perform the work required under this contract.

00170.61 Industrial Accident Protection – Delete last phrase in

(a) Workers' Compensation, "...by 00170.70(d)", and replace with the following:

...by "Contract for Services" agreement.

00170.67 Fees – Add this sub-section and the following specifications:

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

00170.70 Insurance – Delete verbiage in this sub-section and replace with the following:

See Certificate of Insurance (CONTRACT DOCUMENTS) and SECTION IV of the "Contract for Services" (CONTRACT DOCUMENTS) agreement.

Add the following as Additional Insured's under the Contract:

- City of Happy Valley and its officers, agents, and employees
- City of Happy Valley City Councilors

00170.72 Indemnity/Hold Harmless – Add the following paragraph & bullet items to the end of this sub-section:

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

- City of Happy Valley and its officers, agents, and employees
- City of Happy Valley City Councilors

00170.85 Responsibility for Defective Work – Add the following specification to the end of **(b)(2) Contractor Furnished Warranties; General Warranty for Local Agency Projects**

The term limit for warranties and additional warranties shall be two years from date of final acceptance.

END OF SECTION

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 the first bullet item in this subsection.

00180.20 Subcontracting Limitations – Delete (d) Disadvantaged Business Enterprise (DBE) in its entirety.

00180.21 Subcontracting – Add the following specifications to the end of (a) General:

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

00180.40 Limitation of Operations – Modify the below sub-sections as follows:

(a) In General – Add the following specifications to the end of this sub-section:

Construction shall be limited to Monday through Friday to eliminate the need for overtime work. Contractor shall observe construction hours limitations as defined in the latest edition of the City's Design Manual and Standard Details, Dwg. No. 350.

(b) **Specific Limitations**: - Add this sub-section and the following specifications:

Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Sub-section
Contract Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
Noise Control	. 00290.32

Be aware of and comply with schedule limitations provided elsewhere in the Standard Specifications and these Special Provisions.

00180.41 Project Work Schedules – Add the following specifications to the end of this subsection:

A type "B" schedule is detailed in the Standard Specifications is required on this Contract.

(c) Type "B" Schedule

(1) **Detailed Schedule –** Add the following specifications to the end of this sub-section:

In addition, a three-week look ahead schedule shall be prepared by the Contractor at the beginning of the project and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand- written and shall be in a format agreed upon by the Contractor and the Engineer. Weekly updates to the schedule shall be communicated to the City.

COVID-19 Physical Distancing Plan

Bidder must submit a work plan or written description explaining how the bidder will meet all Center for Disease Control (CDC) and Oregon Health Authority (OHA) recommendations on physical distancing and personal protective equipment to slow the spread of COVID-19. The City may request updated plans as recommendations change and actions should reflect current recommendations at the time of construction. This plan may be a word document or work plan outline how physical distancing will be met while performing work as described in the scope of work.

The City has the ability to adjust the project schedule due to state mandates.

00180.42 Preconstruction Conference – Delete verbiage in this sub-section and replace with the following:

A preconstruction conference shall be held before the project begins, at a time mutually agreed upon by the City and Contractor.

In addition to the Contractor, the intended project superintendents, on site supervisor and subcontractor foremen – those who will actually be supervising construction activities – should attend the preconstruction conference. The Contractor must be prepared for a thorough discussion and review, as well as revision, which may be deemed necessary in the opinion of the Engineer, of the following:

(Note: These materials shall be brought to the preconstruction conference for discussion followed by Engineer review.)

- Contractor's plan of operation, public notification and progress schedule.
- List of 24 hour phone numbers for the project manager, site foreman, and traffic control supervisor.
- List of subcontractors, names, addresses and phone numbers.
- Traffic Control Plan.

During the preconstruction conference, be prepared to discuss the following items:

- Responsibility for damage
- Hours of work
- Sequencing of work
- Public notification procedures
- Procedures for parked vehicles that obstruct the work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and City's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in Contract Documents
- Any other problems or questions concerning the work

00180.43 Commencement and Performance of Work – Add the following bullet point to this subsection:

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

00180.50 Contract Time to Complete Work

(h) Contract Time – Add this sub-section and the following specifications:

Construction is to be completed no later than August 28, 2020. Once construction on the project has begun, the contractor must reach substantial completion within **60** days of commencing activity.

Recording of the elapse of Calendar Days will begin on the day the Contractor begins On Site Work as defined in 00110.20

00180.70 Suspension of Work

(a) **General** – Add the following specifications 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 City 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 City Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the City's Risk Management Safety Analyst. If the City's Risk Management Safety Analyst. If the City's Risk Management Safety and the 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 Failure to Complete on Time; Liquidated Damages

(b) Liquidated Damages – Add the following specifications to the end of this sub-section:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be as follows:

Complete all work to be done under the Contract by the date as required by 00180.50(h). Once construction on the project has begun, the contractor must reach substantial completion within the time frame as required by 00180.50(h) of commencing activity.

The daily amount of the liquidated damages will be \$500 per Calendar Day* for failure to reach substantial completion within 60 days of commencing work and/or for failure to complete work on-time as required by 00180.50(h).

The daily amount of liquidated damages will be \$300 per calendar day for failure to open street on time at end of work day as required by 00220.40(e).

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

END OF SECTION

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20 Contractor to Provide Vehicle Weigh Scales

(g) Agency-Provided Weight Technician – delete verbiage in this sub-section and replace with the following:

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

END OF SECTION

SECTION 00195 - PAYMENT

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

00195.12 Steel Material Price Escalation/De-Escalation Clause – Delete this sub-section in its entirety.

00195.50 Progress Payments and Retained Amounts – Modify these sub-sections as follows:

(a) Progress Payments

(1) **Progress Estimates** – Delete the first sentence in this sub-section 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 approval.

(4) Limitations on Value of Work Accomplished – Delete the phrase "Engineer's estimate" in this sub-section and replace with the following:

"Contractor's estimate"

(b) Retainage – Delete the first paragraph in this sub-section and replace with the following:

The amount to be retained from progress payments will be 5.0% of the value of Work accomplished and will be retained in one of the forms specified in sub-section 00195.50(c), including the modifications specified below. The City will withhold Retainage from all force account and change order work.

(c) Forms of Retainage – Delete the first paragraph in this sub-section and replace with the following:

Forms of acceptable retainage are set forth below in sub-section 00195.50(c)(1) through (3). "Cash, Alternate A" or "Cash, Alternate B" are the Agency-preferred forms of retainage. Unless the Contractor notifies the City otherwise in writing, the City will automatically hold retainage per sub-section 00195.50(c)(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.

(2) Cash, Alternate B (Retainage Surety Bond)

Delete this sub-section in its entirety.

(2) Cash, Alternate B (No Interest Earned)

Add this sub-section and the following specifications:

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.

END OF SECTION

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

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

00199.30 Claims Procedure – Add the following sentence immediately before

(a) General:

The Contractor must properly submit a claim as detailed in this sub-section, 00199.30.

00199.40 Claim Review Procedure – Delete verbiage in this sub-section and replace with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The Engineer will advise the Contractor of the decision to accept or reject the claim, and the reasons for rejecting any part of the claim.

The City intends to resolve claims at the lowest possible level.

Upon request by the Contractor, the Project Manager will review the Engineer's decision on the claim and advise the Contractor of the decision in writing. If the Project Manager finds the claim has merit, an equitable adjustment will be offered. It the Project Manager finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied.

If the Contractor does not accept the Project Managers 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.

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications supplemented and/or modified as follows:

00210.00 Scope – Delete this section and substitute the following:

This work consists of operations and preparatory work necessary to become ready to perform the work or an item of work. A portion of this work shall be considered "Demobilization" and shall include but not limited to site cleanup including offsite borrow and waste areas, staging areas including the restoration and/or removal of debris, rubbish, unused materials, equipment and tools.

END OF SECTION

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

00220.02 Public Safety and Mobility

(b) Temporary Pedestrian Accessible Route Plan – Add the following bullet point to this subsection:

• Do not place work zone signs or supports that will block existing or temporary pedestrian access routes.

(c) **Bicyclists** – Add the following bullet point to this sub-section:

 Do not place work zone signs or supports that will block existing or temporary bicycle access routes.

00220.40 General Requirements

(e) Lane Restrictions – Delete verbiage in this sub-section and replace with the following:

Contractor shall not close any traffic lanes, and all barricades and objects from the roadway shall be removed by 6:00 p.m. all days or during the following periods, whichever is earliest:

(1) Weekdays:

• All times outside City's Construction Hours Restrictions.

• See City's Construction Hours Notice Sign Standard Detail, current version available on the City of Happy Valley website.

(2) Weekends:

• Between 5 p.m. on Friday and 7 a.m. on Monday.

(3) Days when School is in Session:

• Contractor to follow construction hours conditions as provided by the City Engineer or designated representative.

(4) Holidays and Special Events:

• Comply with ODOT Standard Specifications Sub-section 00220.40(e)(2).

END OF SECTION

SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications, modified as follows.

00225.02 General Requirements – Add the following specifications to the end of this subsection:

Temporary stop bar markings shall be installed at the end of each work day as needed, prior to resumption of two-way traffic.

00225.05 Contractor Traffic Control Plan – Delete verbiage in this sub-section and replace with the following:

The Contractor shall submit a Traffic Control Plan at the Pre-Construction Conference for all components of this project. The contractor shall provide a temporary pedestrian traffic control plan for City review.

One lane of traffic shall remain open at all times to emergency vehicles and school buses. This traffic shall be given priority access through the work zone regardless of street re-construction.

The Contractor shall notify the following entities no less than seven (7) days prior to full closure:

- City Engineering Division
- City Code Enforcement
- School District o Cheryl Sutton, (503) 353-6150 x37791
- Emergency Services o Fire/Police, (503) 655-8211
- Solid Waste Collection

 Hoodview Disposal, (503) 668-8300
 Sunset Garbage, (503) 774-4122
 Waste Management, (800) 808-5901

• All impacted residents and businesses

00225.90 Payment – Delete verbiage in this sub-section and replace with the following:

Costs for temporary protection and direction of traffic, temporary street signage, striping, and appurtenances, and all other incidental costs incurred will be paid for at the Contract lump sum amount for the item "Work Zone Traffic Control & Public Notification". Payment will be in full for furnishing, installing, moving, operating, maintaining, inspecting and removing materials required to complete the work as specified.

END OF SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications supplemented and/or modified as follows:

00280.14 (Erosion Prevention Materials) through 00280.16 (Sediment Control Materials) - Delete these sub-sections in their entirety.

00280.17 Materials – Add this sub-section and the following specifications:

All materials for erosion, runoff, and sediment control shall comply with requirements in the City of Happy Valley Design Manual and Clackamas County Water Environment Services Erosion Prevention and Sediment Control Planning and Design Manual.

00280.90 Payment – Delete verbiage in this sub-section and replace with the following:

Payment for erosion and sediment control is to be incidental to the project.

END OF SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications supplemented and/or modified as follows:

00290.30 Pollution Control

(b) Pollution Control Plan – Delete the final paragraph of this sub-section and replace with the following:

All Pollution Control Plan information is included throughout the Contract Drawings on the construction plans, notes, and detail sheets.

00290.90 Payment – Delete verbiage in this sub-section and replace with the following:

Payment for pollution control is to be incidental to the project.

END OF SECTION

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications, supplemented and/or modified as follows:

00310.80 Measurement – Add the following to the end of the length and area bullet:

Asphalt pavement and concrete saw cutting will be the length of the actual cut based on a depth of 6 inches. If the depth is greater than 6 inches, the length will be adjusted by converting to an equivalent number of feet on a proportionate length basis.

END OF SECTION

SECTION 00330 – EARTHWORK

Comply with Section 00330 of the Standard Specifications, supplemented and/or modified as follows:

00330.02 Definitions– Add the following specifications to the end of the definition of "General Excavation":

Excavation includes all surfacing, aggregate and earthwork as necessary to excavate <u>or fill</u> to subgrade depth for the proposed street paving as shown on the Plans and in the typical sections.

00330.03 Basis of Performance – Add the following specifications prior to sub-sections 00330.03(a) through (c):

Perform all excavation or removal earthwork under this sub-section on the excavation basis. Perform all fill earthwork under this sub-section on the embankment basis.

Materials

00330.10 Selected Materials – Delete verbiage in this sub-section and replace with the following:

All excavation or embankment material will be paid for under descriptions and unit prices as specified in Sections 00330.93 and 00330.94. Contractor to utilize on-site native material to regrade the sub-grade to lines and grades as specified in the Contract Plan Set. Additional material will be paid for as needed and as specified.

Construction

00330.41 Excavations – Add the following specifications to the end of the first sentence of this sub-section:

The addition of cement powder material is anticipated to raise the final lines and grades by 1"-2".

00330.41 (a) General

00340.41 (a)(6) Excavation of Existing Surfaces – Add the following specifications to the end of this sub-section:

Remove surfacing as shown on the Plans. Surfacing to be removed shall be cut in neat, straight lines with vertical edges along the limits of pavement removal. The cut lines for removal of asphaltic or cement concrete pavement shall be favorably reviewed by the Engineer in the field before cutting.

00330.41 (a) General

00330.41(a)(9) Excavation Below Grade

00330.41 (a)(9)(c) Unstable Subgrade Material- Delete this sub-section in its entirety:

00330.42 Embankments, Fill, and Backfills – Add the following specifications to the end of the first paragraph of this sub-section:

00330.41 (a)(9)(c) All embankments and fills to be performed prior to application of cement-treatment application to the sub-grade.

00330.91(d) General Excavation – Delete the last bullet item in this sub-section:

00330.91(d) General Excavation – Add the following bullet items to the end of this sub-section:

 No payment will be made for removal of any item outside the limits shown in the Contract without written authorization from the Engineer. Similarly, no payment will be made for additional materials required in areas of excess removal outside the limits shown on the Plans without prior authorization from the Engineer.

00330.93 Excavations Basis Payment – Delete verbiage in this sub-section and replace with the following:

All "General Excavation" performed shall be paid for under the Cubic Yard (CY) unit of measurement.

00330.94 Embankment Basis Payment – Delete verbiage in this sub-section and replace with the following:

All "Embankment In Place" performed shall be paid for under the "General Excavation" Bid Item unit price and under Cubic Yard (CY) unit of measurement.

END OF SECTION

SECTION 00344 – TREATED SUBGRADE

Comply with Section 00344 of the Standard Specifications supplemented and/or modified as follows:

Description

00344.00 Scope – Delete verbiage in this sub-section and replace with the following:

This work consists of treating the existing road base and subgrade with water and Portland Cement (In-Place Cement Treated Base (CTB)) to form a stabilized course of material and the locations and to the lines, grades, thicknesses and cross-section shown or directed.

00344.10 Soil Stabilization Materials – Add the following specifications to the end of this subsection:

Portland Cement is the only allowable soil stabilization material for this project.

Construction

00344.40 Preparation – Add the following specifications to the end of this sub-section:

This work consists of in-place application of cement treated base utilizing the existing road base and sub-base or sub-grade materials mixed with Portland Cement.

00344.41 Addition of Stabilizing Material – Add the following specifications to the end of this sub-section:

- Portland Cement mix shall be applied at the rate of **six percent (6%)** of the dry weight of the material within the existing base to **12**" **depth** to be treated, unless otherwise directed by the Engineer.
- The soil maximum dry density is presumed to be around **110 lb/cu.ft.** and the optimum moisture is **15.0%**.
- Cement shall be spread using a mechanical spreader capable of uniformly distributing the cement across the width of the spread. The cement spreading equipment shall be in good working condition and shall be equipped with a metering device and travel speed indicator capable of accurately metering and uniformly spreading the required amount of Portland Cement on the grade. Do not allow the content of stabilizing material to vary by more than plus or minus 0.50% from the amount specified.
- The Portland Cement shall not be applied during windy or rainy conditions.

00344.42 Mixing – Add the following specifications to the end of this sub-section:

• A traveling single or multiple transverse shaft mixer shall be capable of mixing to a depth of twelve (12) inches in one pass. The cutting and mixing rotor shall be capable of adjustment to conform to the slope of the pavement.

- Care shall be taken to minimize redistribution or removal of any base materials after the cement treatment is applied.
- Water shall be added during mixing operations to bring the mix to within 0 to 1.5 percent of the optimum moisture/density point. This moisture content shall be maintained until the mixing is completed.
- Special attention shall be paid to areas around utility structures, manholes, survey
 monument boxes and valve boxes to ensure the material is thoroughly mixed with cement,
 moistened and compacted to the specified depth. Materials that are inaccessible to the
 mixer shall be bladed or shoveled into the mixing process and shall be returned to their
 original position or treated by hand tilling the required cement content into the base
 material. Vibratory plate compactors shall be used to achieve compaction of the mixture
 in areas which are inaccessible to the rollers.

00344.43 Finishing – Add the following specifications to the end of this sub-section:

- Immediately after mixing the CTB materials, grade to the specified line and cross-section and compact to the specified density, removing any excess material due to addition of cement powder. Compact and complete within twelve (12) hours after the start of the mixing process begins and during the same day while the mixture is still moist.
- If the asphalt concrete surface is not placed within twenty-four (24) hours following the start of the mixing process, then the surface shall be immediately covered with **two (2) inches** of aggregate leveling course, paid for and placed as specified in Section 00641.
- If the asphalt concrete surface is placed within twenty-four (24) hours following the start of the mixing process, then the CTB is to be kept moist until paving commences. If not, then the CTB shall be allowed to cure for a period of seven (7) days before placing the asphalt concrete surface course. During the cure period, vibratory rollers will not be permitted to operate on the CTB.
- The cement treated mixture shall be compacted to 98 percent of maximum dry density of AASHTO T-134. Final finishing shall be accomplished by rolling accompanied by light watering and reshaping to provide a finished surface free of hairline cracking and free of ridges exceeding 0.04 foot in height.

00344.44 Curing – Add the following specifications to the end of this sub-section:

• The CTB construction shall be scheduled so that at the completion of the day the work area may be opened to local traffic. The surface of the CTB shall be protected by placement of the asphalt concrete surface course or by placement of cure seal. If a cure seal is placed, it shall be placed a minimum of two (2) hours in advance of opening the work to traffic at no cost to the City.

75

• Install safety edges per ODOT Section 00738 at all driveway, ADA, and other pedestrian, bicycle, or motorized vehicle access points.

Measurement

00344.80 Measurement – Add the following specifications to the end of the first paragraph of this sub-section:

This excludes the quantities of Soil-stabilizing Material as noted below, which is to be paid for under a separate pay item.

Delete the second (beginning with "Packaged Materials will...") and third (beginning with "Provide a certificate...") sentences of the second paragraph of this sub-section and replace with the following:

The quantities of Soil-stabilizing Materials placed will be measured on the basis of tonnage, as determined by the tickets provided by the Contractor.

Payment

00344.90 Payment – Delete verbiage in this sub-section and replace with the following:

The payment for the in-place cement treated base will be paid per the square yard at the Contract unit price per unit measure.

Pay Item	Unit of Measurement
(a) Treated Sub-Grade/Sub-Base, 12 Inches Thick	Square Yard

(b) Portland Cement Powder

Ton

END OF SECTION

SECTION 00470 – MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications supplemented and/or modified as follows:

00470.00 Scope – Add the following specifications to the end of this sub-section:

All manhole, catch basin, and inlet installation requirements in this section shall also meet the requirements of Water Environmental Services (WES of Clackamas County).

END OF SECTION

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications supplemented and/or modified as follows:

00490.00 Scope – Add the following specifications to the end of this sub-section:

All work on existing sewers and structures shall also meet the requirements of the City of Happy Valley, which shall also meet the requirements of Water Environmental Services (WES of Clackamas County).

END OF SECTION

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications supplemented and/or modified as follows:

00641.10 Materials

(a) Base and Shoulder Aggregate – Delete verbiage in this sub-section and replace with the following:

All aggregate used for leveling, repair, or any other purpose shall be 3/4"-0" crushed aggregate, per City of Happy Valley Engineering Design Manual (EDM) and Standard Detail Drawings (SDD). 1-1/2"-0" crushed aggregate is allowed for base rock course per Happy Valley EDM and SDD.

END OF SECTION

SECTION 00730 – EMULSIFIED TACK COAT

Comply with Section 00730 of the Standard Specifications supplemented and/or modified as follows:

00730.44 Applying Tack Coat – Delete second sentence (beginning with "Apply the Emulsified...") in this sub-section and replace with the following:

"Apply the Emulsified Asphalt to the prepared surface at a rate between 0.05 and 0.10 gallons per square yard as directed and..." (Remainder of sentence not modified).

00730.90 Payment – Delete verbiage in this sub-section and replace with the following:

No separate or additional payment will be made for emulsified asphalt tack coat. This work will be considered incidental to the contract.

END OF SECTION

SECTION 00745 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00745 of the Standard Specifications supplemented and/or modified as follows:

00745.02 Definitions – Add the following verbiage to the end of this sub-section:

Sublot Size – 500 tons of HMAC/WMAC, or the amount of HMAC/WMAC placed in a day if less than 500 tons is placed.

00745.11(a) Asphalt Cement – Delete second paragraph in this sub-section and replace with the following:

• Use PG 64-22, level 2 HMAC/WMAC pavement for all Paving on this Project.

00745.46 Hauling, Depositing, and Placing – Add the following verbiage to the end of this subsection:

• 1/2" ACP mixture shall be used for all Schedules of this project.

00745.48 Compaction, QC – Add the following verbiage to the end of this sub-section:

Provide a technician certified in density testing (CDT).

00745.49 Compaction – Delete verbiage in this sub-section and replace with the following:

Immediately after the asphaltic concrete material has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly with rollers meeting the requirements of 00745.24. Unless otherwise specified, compact the asphaltic mixture to a minimum of 91% MAMD. The density of each sublot shall be determined by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC TM 8. Calculate MAMD according to ODOT TM 305. When less than three sublot tests results are obtained on a project, the MHMAC will be accepted according to 00745.17. Perform a minimum of one sublot density test per day. The Engineer may waive compaction testing upon written notice. Perform finish rolling as needed until all roller marks are eliminated.

END OF SECTION

SECTION 00865 – LONGITUDINAL PAVEMENT MARKERS – DURABLE

Comply with Section 00865 of the Standard Specifications supplemented and/or modified as follows:

00865.50 Placement – Add the following specifications to the end of this sub-section:

Only method AB shall be used.

00865.80 Measurement – Add the following specifications to the end of this sub-section:

All striping installed in accordance with this section shall be white 4" thermoplastic fog-line, unless otherwise specified.

END OF SECTION

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS & BARS

Comply with Section 00867 of the Standard Specifications supplemented and/or modified as follows:

00867.45 Installation – Delete the following bullet items in this sub-section:

- Type C: Cold-Applied Plastic Film
- Type D: Methyl Metacrylate

00867.50 Placement – Add this sub-section and the following specifications:

Contractor to place markings as follows:

- Stop Bar: 12"-wide white thermoplastic bars at every location where a stop sign is present, in accordance with City Standard Details.
- Engineer to verify location and extents of all markings prior to application.

00867.90 Payment – Add the following specifications to the end of this sub-section:

Pay Item

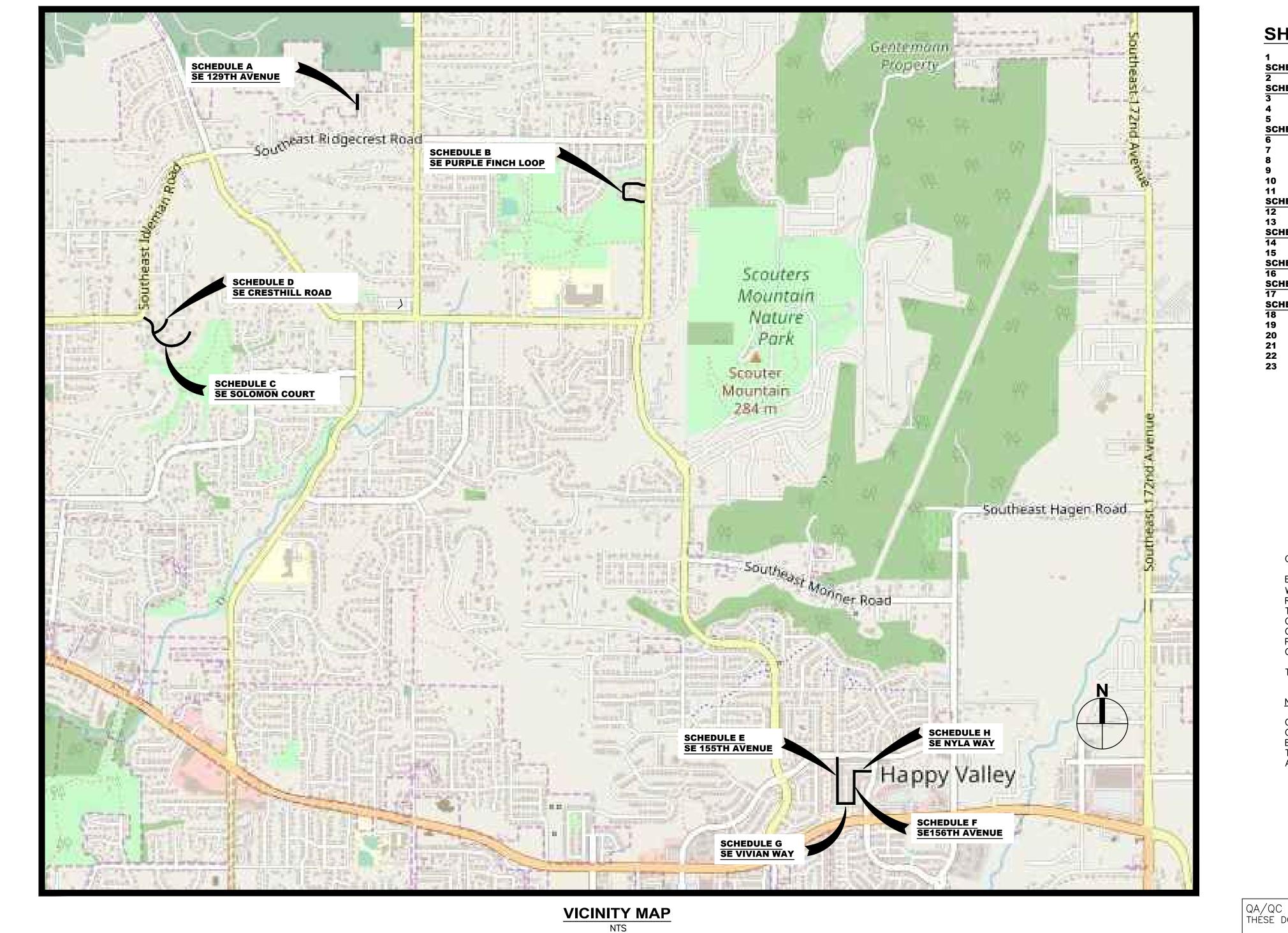
Unit of Measurement

(v) Pavement Bar, Type AB: Stop Bar(s)

END OF SECTION

PLANS, DRAWINGS AND EXHIBITS

CITY OF HAPPY VALLEY 2020 STREET IMPROVEMENT PROJECT CLACKAMAS COUNTY, OREGON MAY 2020



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4500 Kruse Way, Suite 250



CITY OF HAPPY VALLEY ENGINEERING DEPARTMENT 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086 SHEET INDEX

1	COVER SHEET				
SCHEDULE 'A':					
2	SE 129TH AVE				
SCHEDUL	.E 'B':				
3	SE PURPLE FIN				
4	SE PURPLE FIN				
5	SE PURPLE FIN				
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6	SE SOLOMON				
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16	SE 156TH AVE				
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17	SE VIVIAN WA				
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18	SE NYLA WAY				
19	SE NYLA WAY				
20	GENERAL CON				
21	STANDARD DE				
22	STANDARD DE				
23	EROSION & SE				

COVID-19 PHYSICAL DISTANCING PLAN

BIDDER MUST SUBMIT A WORK PLAN OR WRITTEN DESCRIPTION EXPLAINING HOW THE BIDDER WILL MEET ALL CENTER FOR DISEASE CONTROL (CDC) AND OREGON HEALTH AUTHORITY (OHA) RECOMMENDATIONS ON PHYSICAL DISTANCING AND PERSONAL PROTECTIVE EQUIPMENT TO SLOW THE SPREAD OF COVID-19. THE CITY MAY REQUEST UPDATED PLANS AS RECOMMENDATIONS CHANGE AND ACTIONS SHOULD REFLECT CURRENT RECOMMENDATIONS AT THE TIME OF CONSTRUCTION. THE PLAN MAY BE A WORD DOCUMENT OR WORK PLAN OUTLINE HOW PHYSICAL DISTANCING WILL BE MET WHILE PERFORMING WORK AS DESCRIBED IN THE SCOPE OF WORK.

THE CITY HAS THE ABILITY TO ADJUST THE PROJECT SCHEDULE DUE TO STATE MANDATES

NOTE:

CONTRACTORS ARE TO BUILD ALL CURB RAMPS TO MEET CURRENT ADA REGULATIONS AND CURRENT CITY OF HAPPY VALLEY STANDARD DETAILS. TRANSITION PANELS WITH SLOPES THAT EXCEED 8.3% AT 15 FEET FROM THE CURB RAMP WILL NEED DESIGN EXCEPTIONS GRANTED BY THE CITY. CONTRACTORS TO NOTIFY ENGINEER WHEN FORMS ARE SET AND READY FOR VIEW AND APPROVAL BEFORE CONCRETE IS PLACED.

QA/QC APPROVAL THÉSE DOCUMENTS HAVE BEE NAME:

DATE	
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SCALE	
	AS SHOWN

AND INDEX

NUE IMPROVEMENTS

INCH LOOP IMPROVEMENTS INCH NORTHERLY ADA RAMP DETAILS NCH SOUTHERLY ADA RAMP DETAILS

COURT IMPROVEMENTS COURT ADA RAMP DETAILS **COURT ADA RAMP DETAILS COURT ADA RAMP DETAILS COURT ADA RAMP DETAILS COURT ADA RAMP DETAILS**

ROAD IMPROVEMENTS ROAD COMMERCIAL DRIVEWAY DETAILS

ENUE IMPROVEMENTS NUE ADA RAMP DETAILS

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IMPROVMENTS ADA RAMP DETAILS **NSTRUCTION NOTES** ETAILS ETAILS **EDIMENT CONTROL NOTES & DETAILS** LEGEND

	PROPOSED FULL-DEPTH RECONSTRUCTION
	PROPOSED GRIND & INLAY
	PROPOSED OVERLAY AREA
	EXISTING CONCRETE SIDEWALK
	EXISTING CONCRETE CURB
	EXISTING CATCH BASIN
S	EXISTING MANHOLE (STORM/SANITARY)
\oplus	EXISTING WATER VALVE
-\$	EXISTING FIRE HYDRANT
\bigcirc	EXISTING MONUMENT
	PROPOSED TACTILE WARNING
	PROPOSED STOP BAR
	PROPOSED CONCRETE CURB
	PROPOSED CONCRETE SIDEWALK

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C	DATE:		



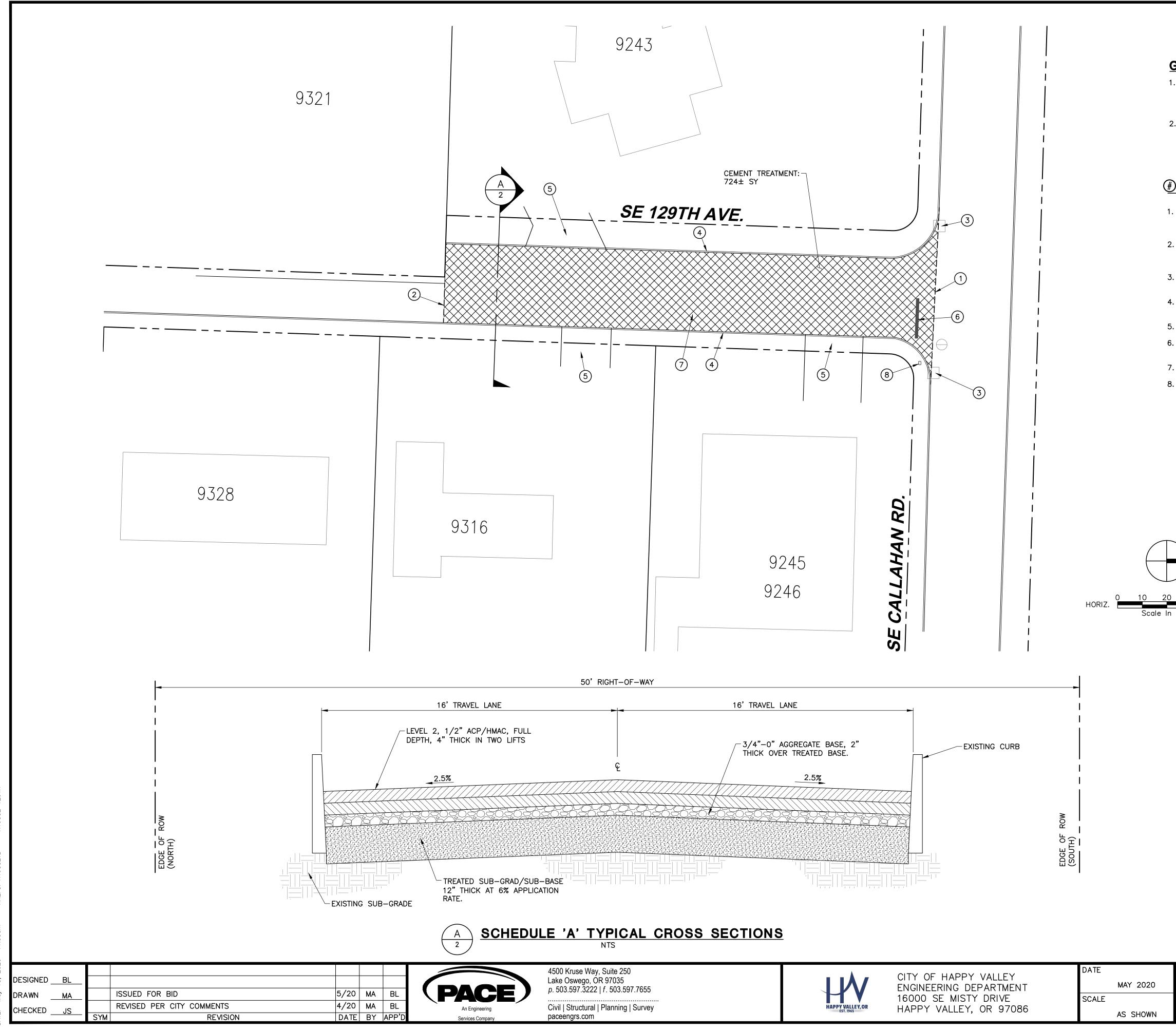
Know what's **below.** Call before you dig.

2020 STREET IMPROVEMENTS PROJECT CIP-02-20

SHEET NAME P19882CV

SHEET 1 OF 23

COVER SHEET



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4500 Kruse Way, Suite 250 Lake Oswego, OR 97035 p. 503.597.3222 f. 503.597.7655 Civil Structural Planning Survey paceengrs.com	HAPPY VALLEY, OR EST. 1965	CITY OF HAPPY VALLEY Engineering department 16000 se misty drive Happy Valley, or 97086	DATE MAY 2 SCALE AS SH
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GENERAL NOTES:

- 1. REMOVE EXISTING PAVEMENT SURFACE TO 4" BELOW EXISTING STREET GRADE. REMOVE ADDITIONAL MATERIAL AS NEEDED TO COMPENSATE FOR ADDITION OF CEMENT POWDER VOLUME.
- 2. CONTRACTOR TO ADD ADDITIONAL ROCK AS NEEDED TO CREATE NEW CROSS SECTION AS SHOWN IN TYPICAL CROSS SECTION BELOW.

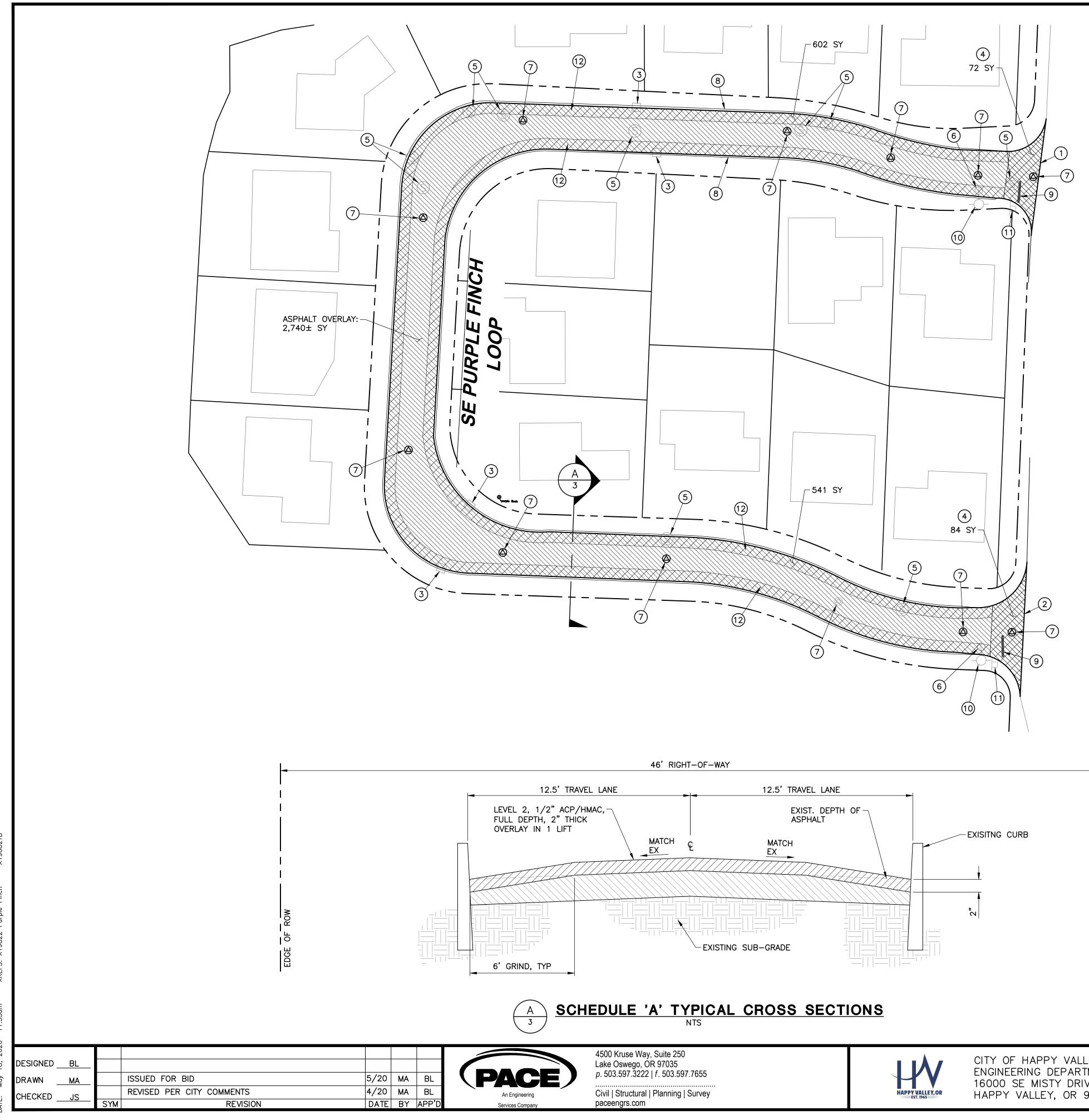
KEYED NOTES

- 1. SAWCUT EXISTING ASPHALT AND START RECONSTRUCTION ACTIVITY WHERE MARKED BY CITY IN FIELD. SEE TYPICAL CROSS-SECTION, THIS SHEET.
- 2. SAWCUT EXISITNG ASPHALT AND END RECONSTRUCTION ACTIVITY WHERE MARKED IN FIELD. SEE TYPICAL CROSS-SECTION, THIS SHEET.
- 3. PROTECT EXISTING CATCH BASIN AND INSTALL ESC BMP PER DETAILS 915 OR 920 ON SHEET 23.
- 4. REPLACE EXISTING CURB. PER DETAIL 235 ON SHEET 21.
- 5. PROTECT EXISTING CONCRETE DRIVE.
- 6. INSTALL STOP BAR AS MARKED IN FIELD PER DETAIL 330 ON SHEET 22.
- 7. ASPHALT GRIND REMOVAL,
- 8. STOP SIGN TO BE INSTALLED BY CITY ON EXISTING POST.



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2020 STREET IMPROVEMENTS PROJECT
CIP-02-20
SCHEDULE 'A'
SE 129TH AVENUE IMPROVEMENTS



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CITY OF HAPPY VALLEY ENGINEERING DEPARTMENT 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086

DATE MAY 2020 SCALE AS SHOWN

PRIOR TO APPLICATION.

INOTES

- 3. ADJUST NEW GRADE TO MATCH EXISTING CATCH BASIN ELEVATIONS AND INSTALL ESC BMP PER DETAILS 915 OR 920 ON SHEET 23.

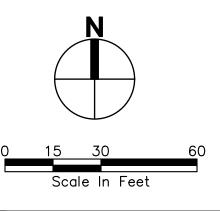
- 9. INSTALL STOP BAR AS MARKED IN FIELD PER DETAIL 330 ON SHEET 22.

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GENERAL NOTES:

1. MAINTAIN DRAINAGE FLOW PATTERNS AT ALL CURB RETURNS, DRIVEWAYS AND CATCH BASINS. 2. CITY TO CONFIRM ALL STRIPING LOCATIONS IN FIELD

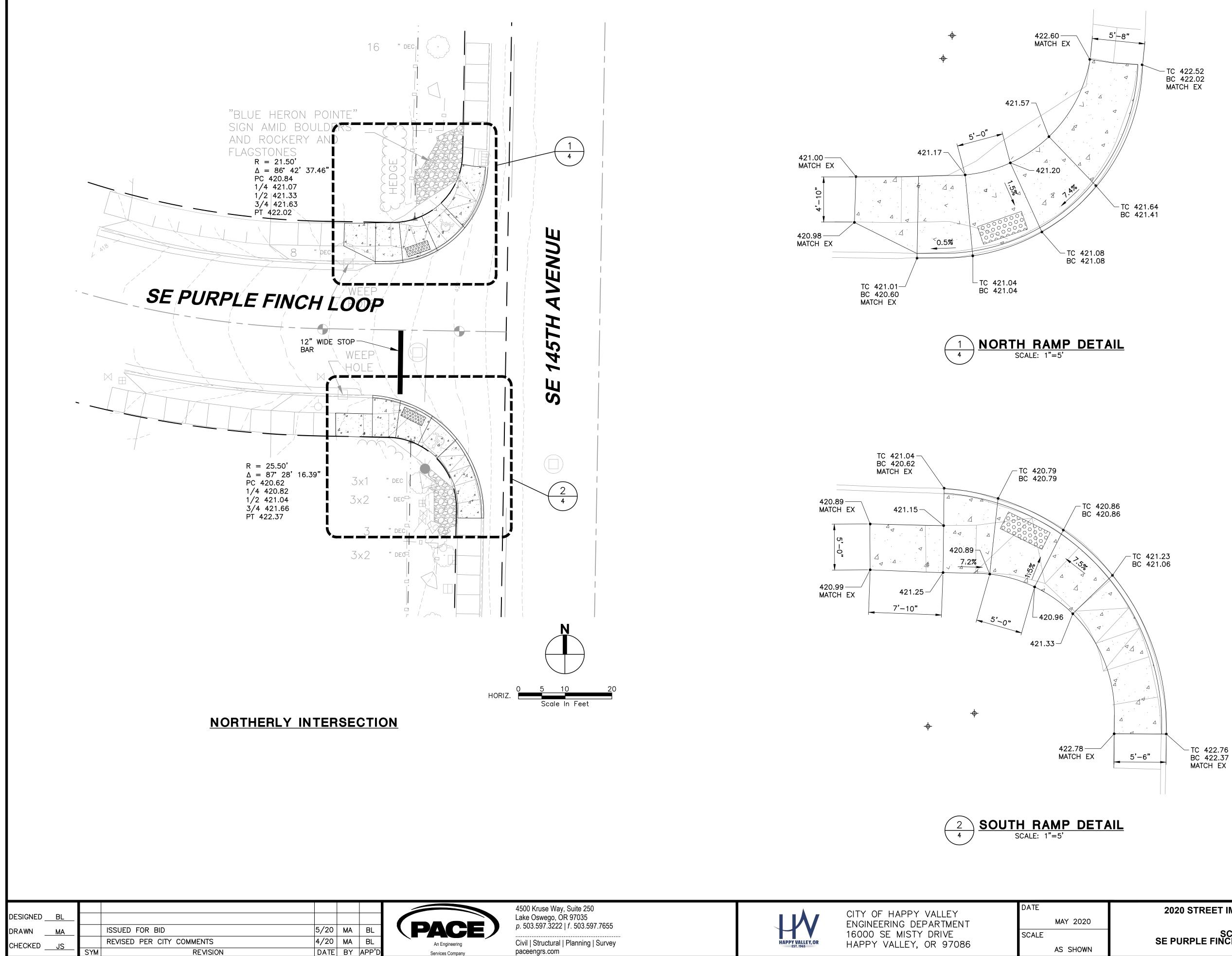
- 1. BEGIN 2" OVERLAY AS MARKED IN FIELD WITH BUTT JOINT TO MATCH EXISTING GRADE.
- 2. END 2" OVERLAY AS MARKED IN FIELD WITH BUTT JOINT TO MATCH EXISTING GRADE.
- 4. PERFORM 18' LONG 2" DEEP BUTT JOINT GRIND AT MEET LINE WITH EXISTING ASPHALT/CONCRETE PER DETAIL 1 ON SHEET 21. MATCH EXISTING GRADE.
- 5. ADJUST MANHOLE RIM AS NEEDED.
- 6. ADJUST VALVE CAN LID AS NEEDED.
- 7. ADJUST MONUMENT CASE AS NEEDED.
- 8. PROTECT EXISTING CURB AND GUTTER.
- 10. PROTECT EXISTING FIRE HYDRANT.
- 11. PROTECT EXISTING STOP SIGN.
- 12. PERFORM 6' WIDE 2" DEEP GRIND AT CURBLINE PER DETAIL 1 ON SHEET 21



2020 STREET IMPROVEMENTS PROJECT CIP-02-20 SCHEDULE 'B' SE PURPLE FINCH LOOP IMPROVEMENTS



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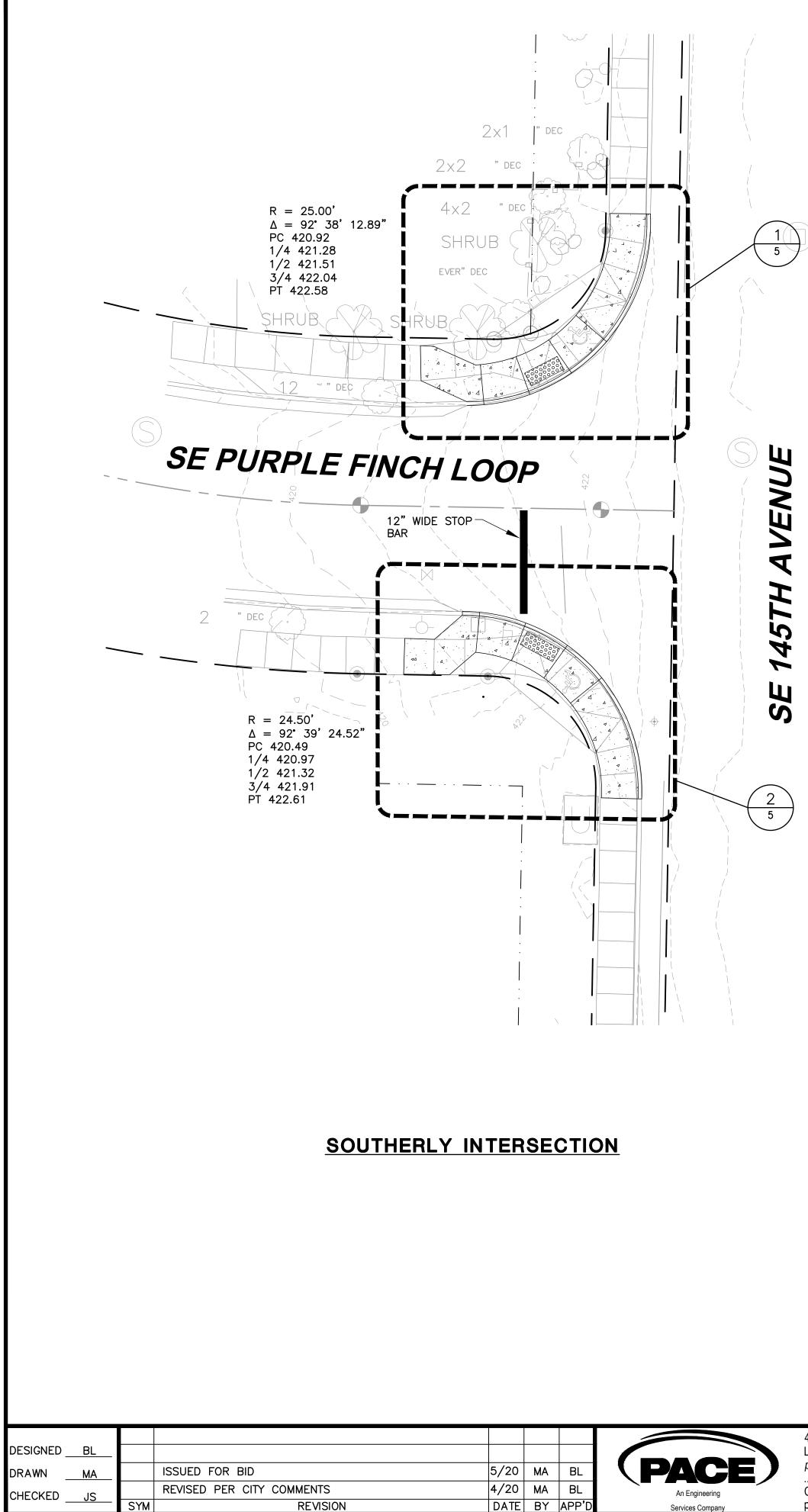
AS SHOWN

GENERAL NOTES: SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.

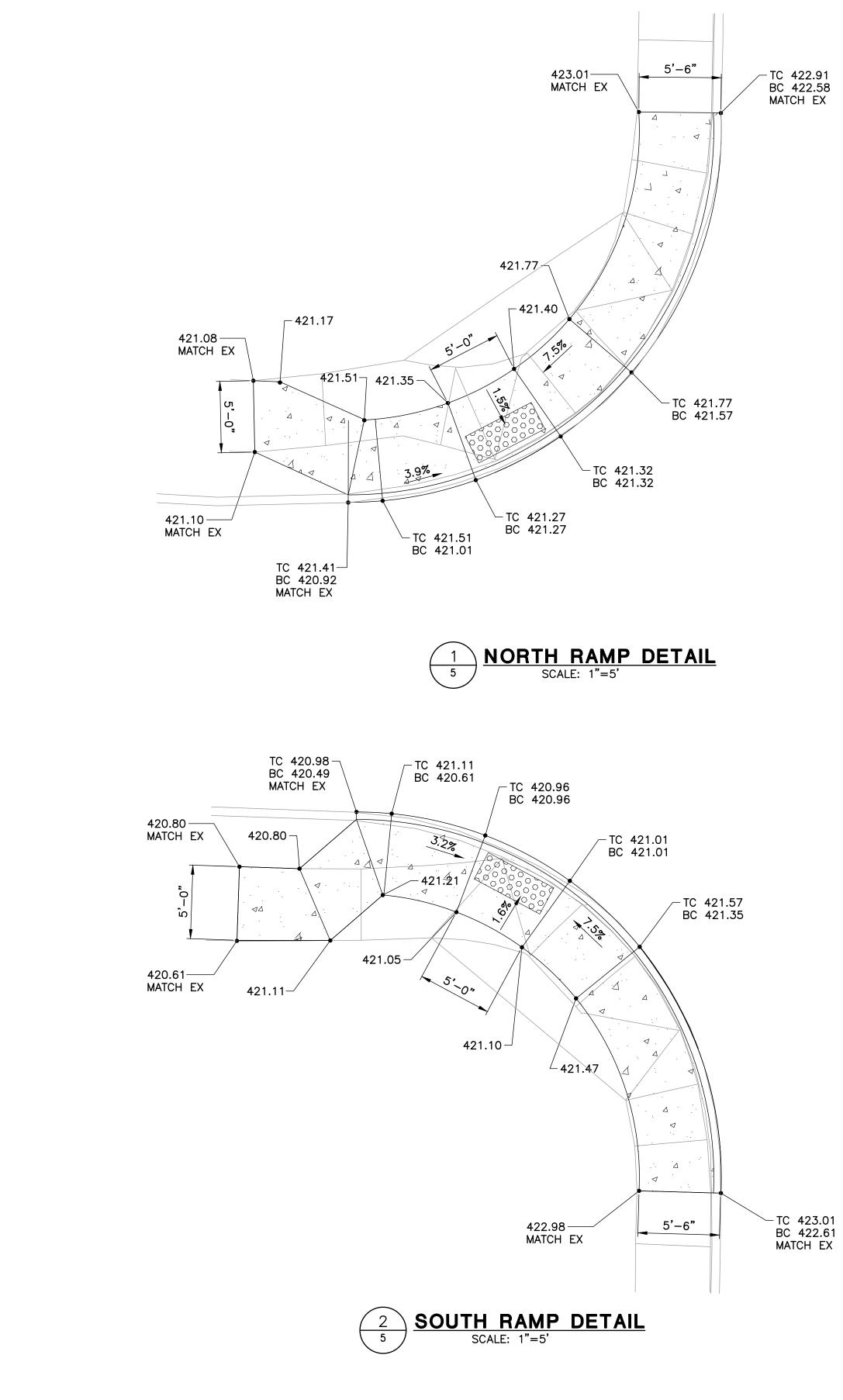


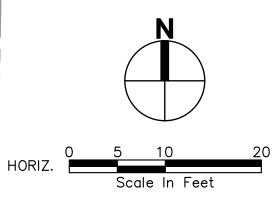
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2020 STREET IMPROVEMENTS PROJECT
CIP-02-20
SCHEDULE 'B' SE PURPLE FINCH NORTHERLY ADA RAMP
DETAILS

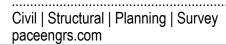


Services Company





4500 Kruse Way, Suite 250 Lake Oswego, OR 97035 p. 503.597.3222 | f. 503.597.7655





CITY OF HAPPY VALLEY ENGINEERING DEPARTMENT 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086

DATE MAY 2020 SCALE AS SHOWN

GENERAL NOTES:

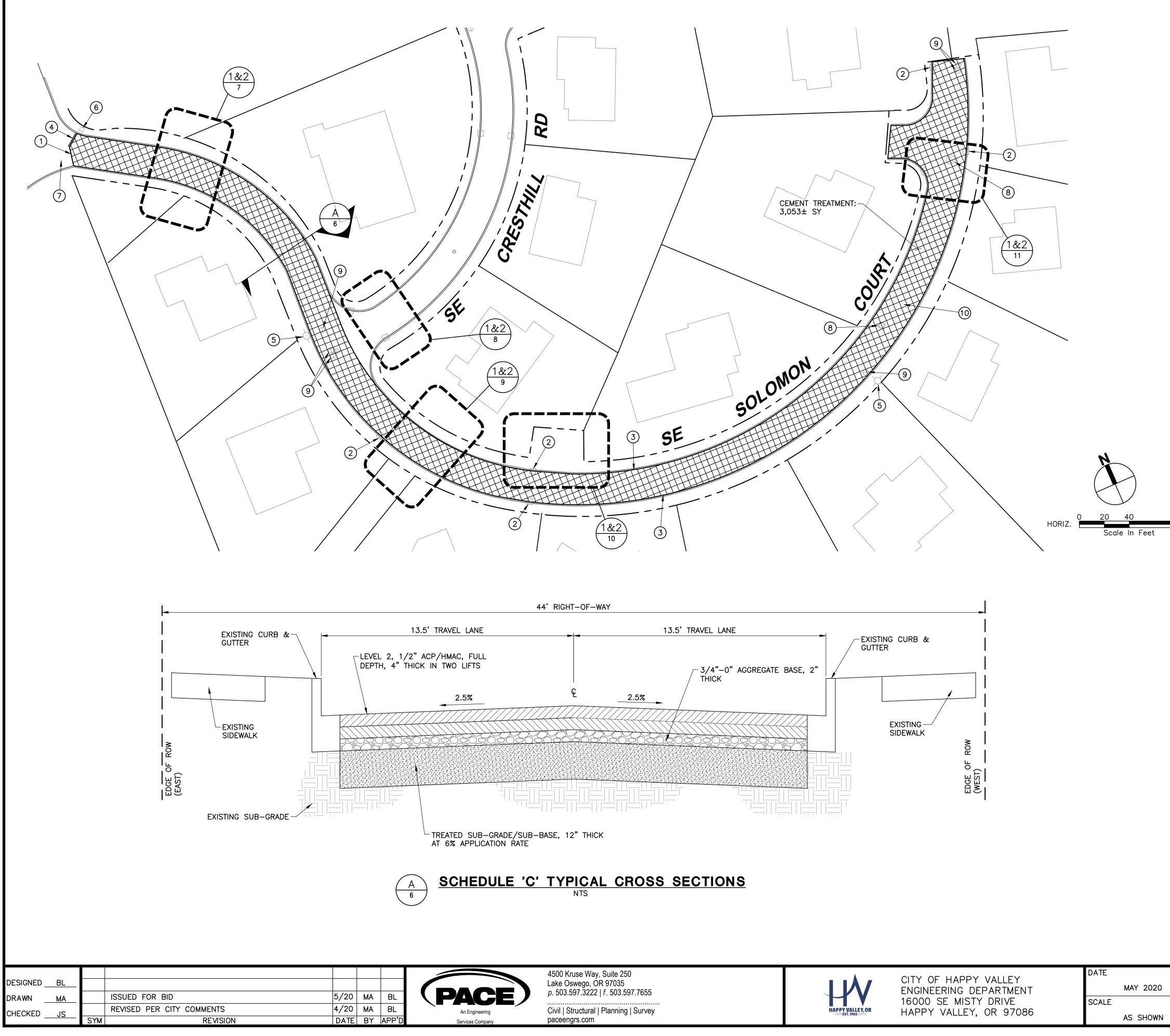
1. SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.



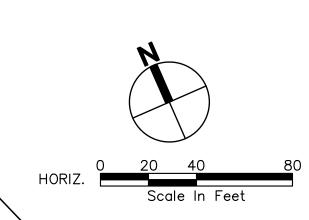
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2020 STREET IMPROVEMENTS PROJECT CIP-02-20 SCHEDULE 'B' SEPURPLE FINCH SOUTHERLY ADA RAMP DETAILS





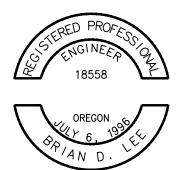


GENERAL NOTES:

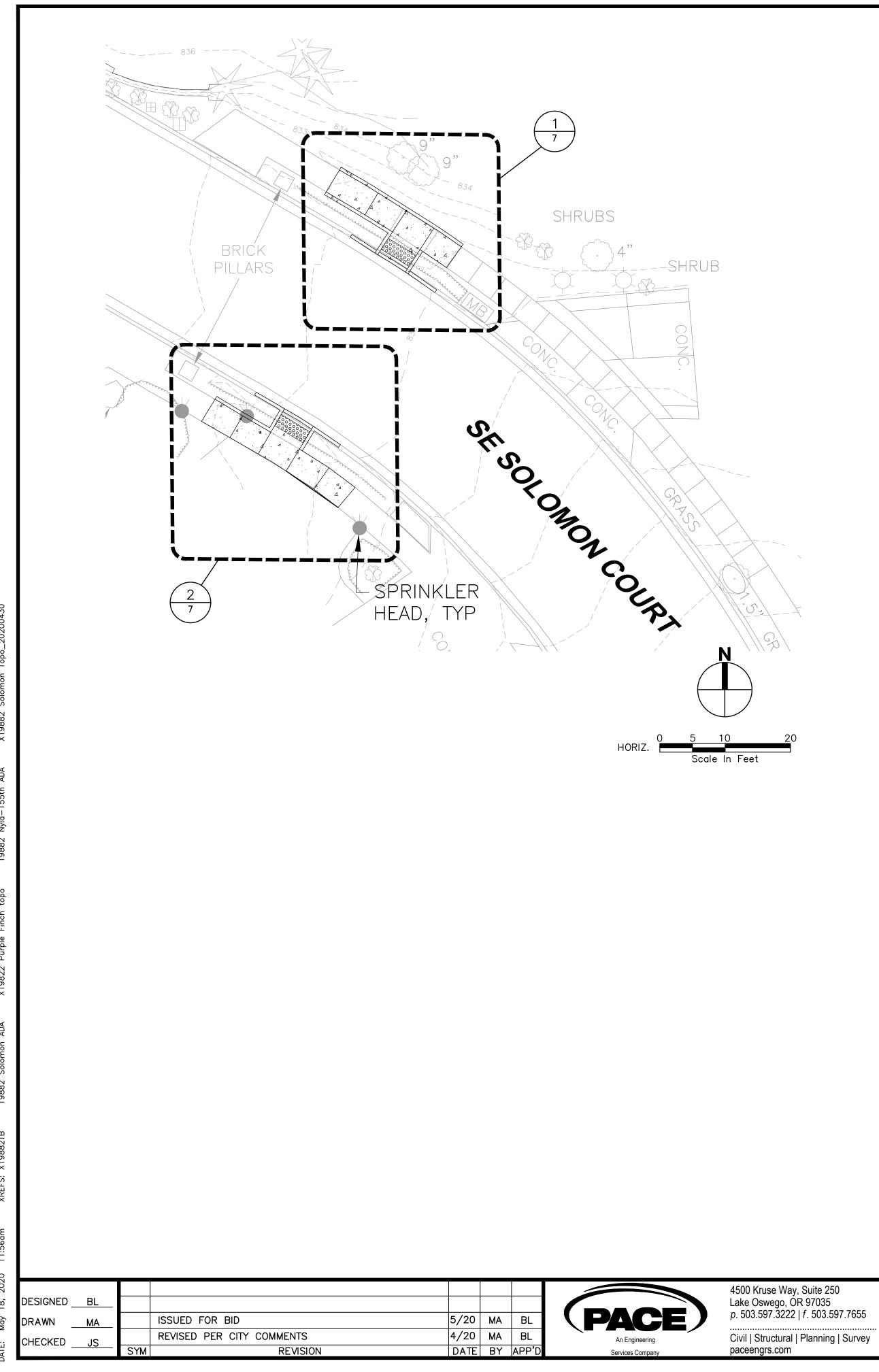
- 1. REMOVE EXISTING PAVEMENT SURFACE TO 4" BELOW EXISTING STREET GRADE. REMOVE ADDITIONAL MATERIAL AS NEEDED TO COMPENSATE FOR ADDITION OF CEMENT POWDER VOLUME.
- 2. CONTRACTOR TO ADD ADDITIONAL ROCK AS NEED TO CREATE NEW CROSS SECTION AS SHOWN IN THE TYPICAL CROSS SECTION BELOW.

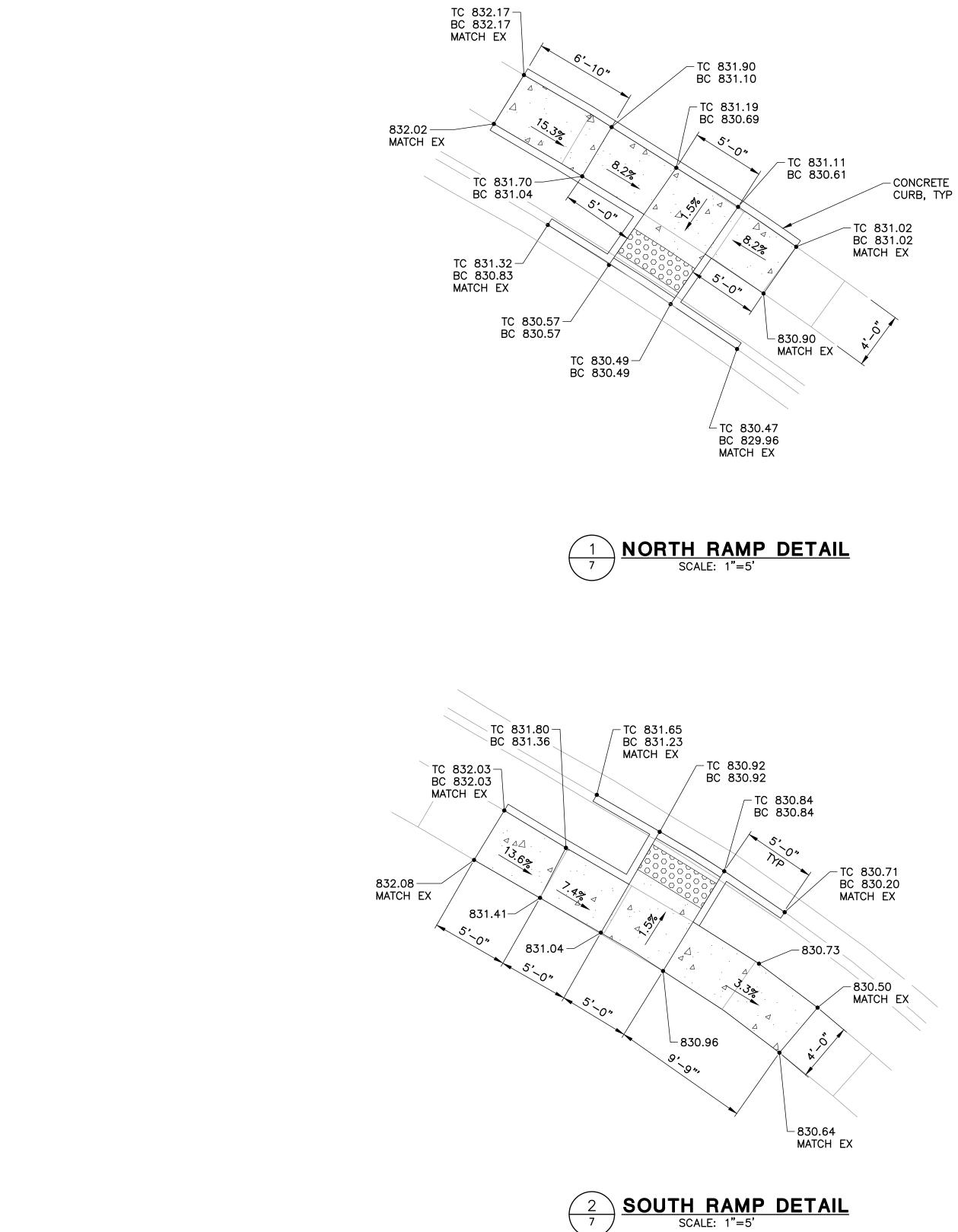
#NOTES

- 1. START RECONSTRUCTION ACTIVITY AT SOUTH SIDE OF PAVER CROSSWALK. SEE TYPICAL CROSS SECTION, THIS SHEET.
- 2. PROTECT EXISTING CATCH BASIN AND INSTALL ESC BMP PER DETAILS 915 OR 920 ON SHEET 23.
- 3. PROTECT EXISTING CURB AND GUTTER.
- 4. INSTALL STOP BAR AS MARKED IN FIELD PER DETAIL 330 ON SHEET 22
- 5. PROTECT EXISTING FIRE HYDRANT.
- 6. PROTECT EXISTING STOP SIGN.
- 7. PROTECT EXISTING PAVER CROSSWALK.
- 8. ADJUST MANHOLE RIM(S) AS NEEDED.
- 9. ADJUST VALVE CAN LID(S) AS NEEDED.
- 10. ASPHALT GRIND REMOVAL.



JOB N	UMBER		
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CITY OF HAPPY VALLEY ENGINEERING DEPARTMENT 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086

DATE MAY 2020 SCALE AS SHOWN

GENERAL NOTES:

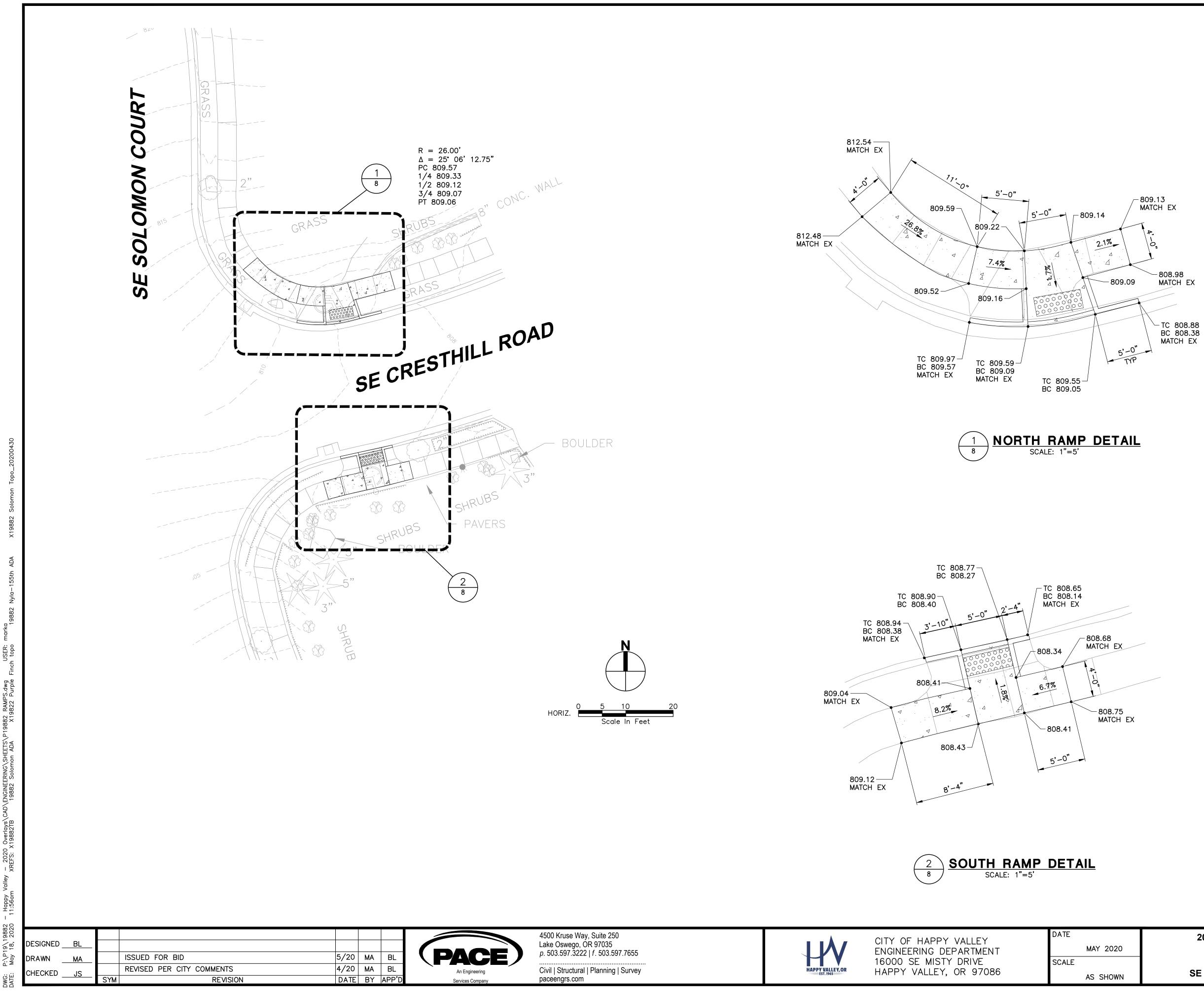
SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.



RENEWS: 12/31/2020

JOB N	UMBER		
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2020 STREET IMPROVEMENTS PROJECT CIP-02-20 SCHEDULE 'C' SE SOLOMON COURT ADA RAMP DETAILS





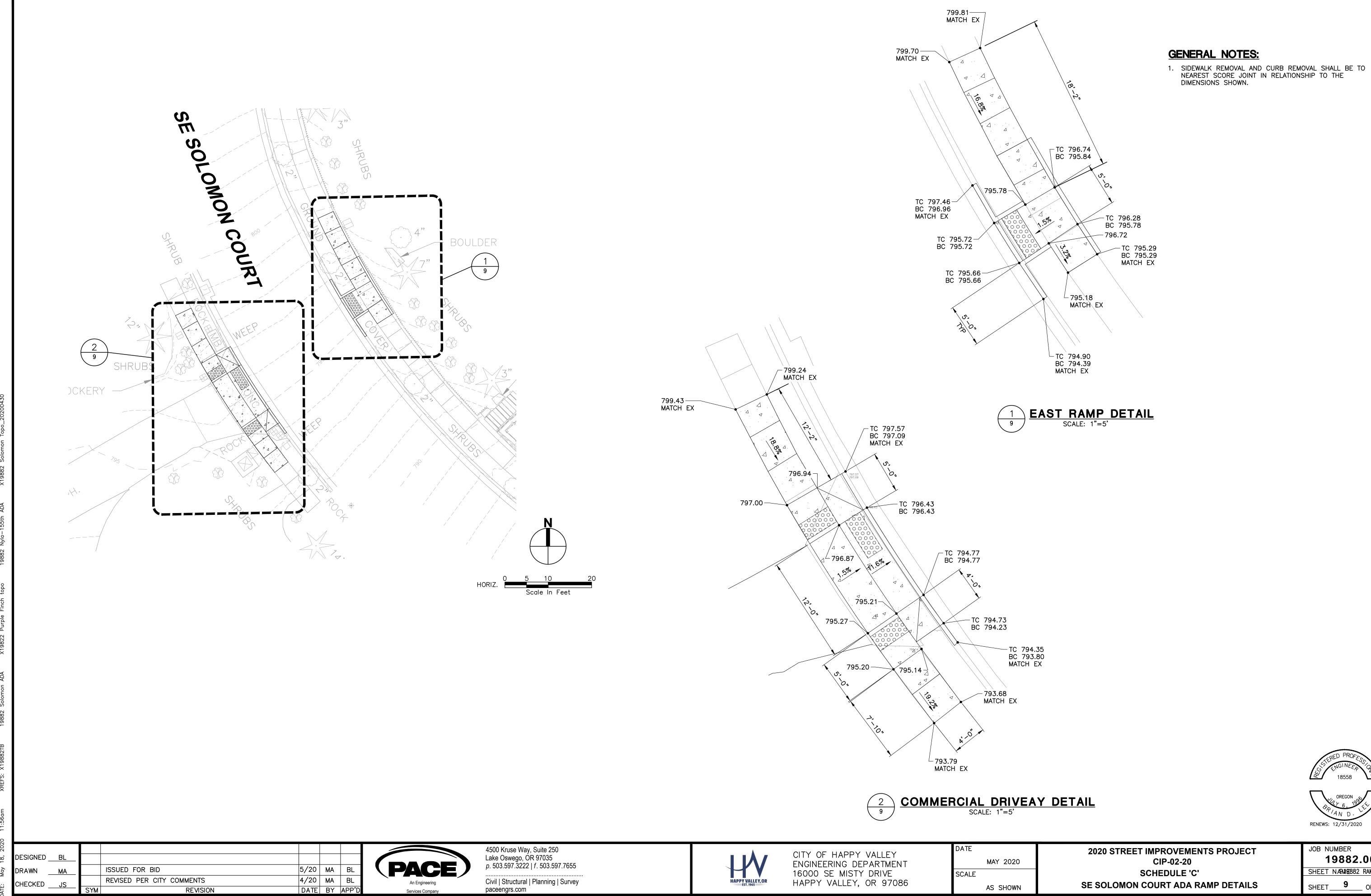
1. SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.



RENEWS: 12/31/2020

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2020 STREET IMPROVEMENTS PROJECT CIP-02-20 SCHEDULE 'C' SE SOLOMON COURT ADA RAMP DETAILS



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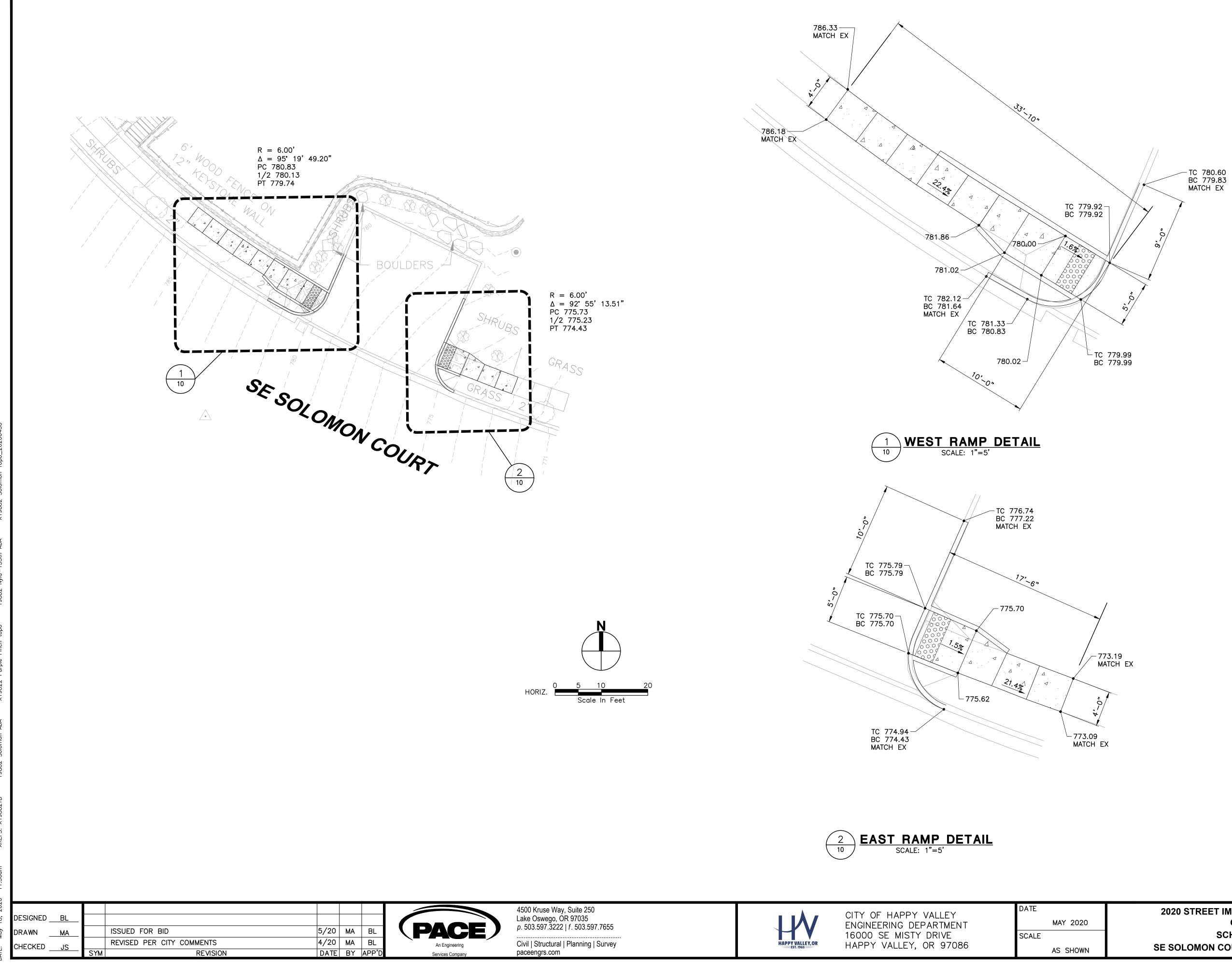
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RENEWS: 12/31/2020

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DETAILS	SHEET 9 OF 23

2020 STREET IMPROVEMENTS PRO CIP-02-20 SCHEDULE 'C' SE SOLOMON COURT ADA RAMP DI



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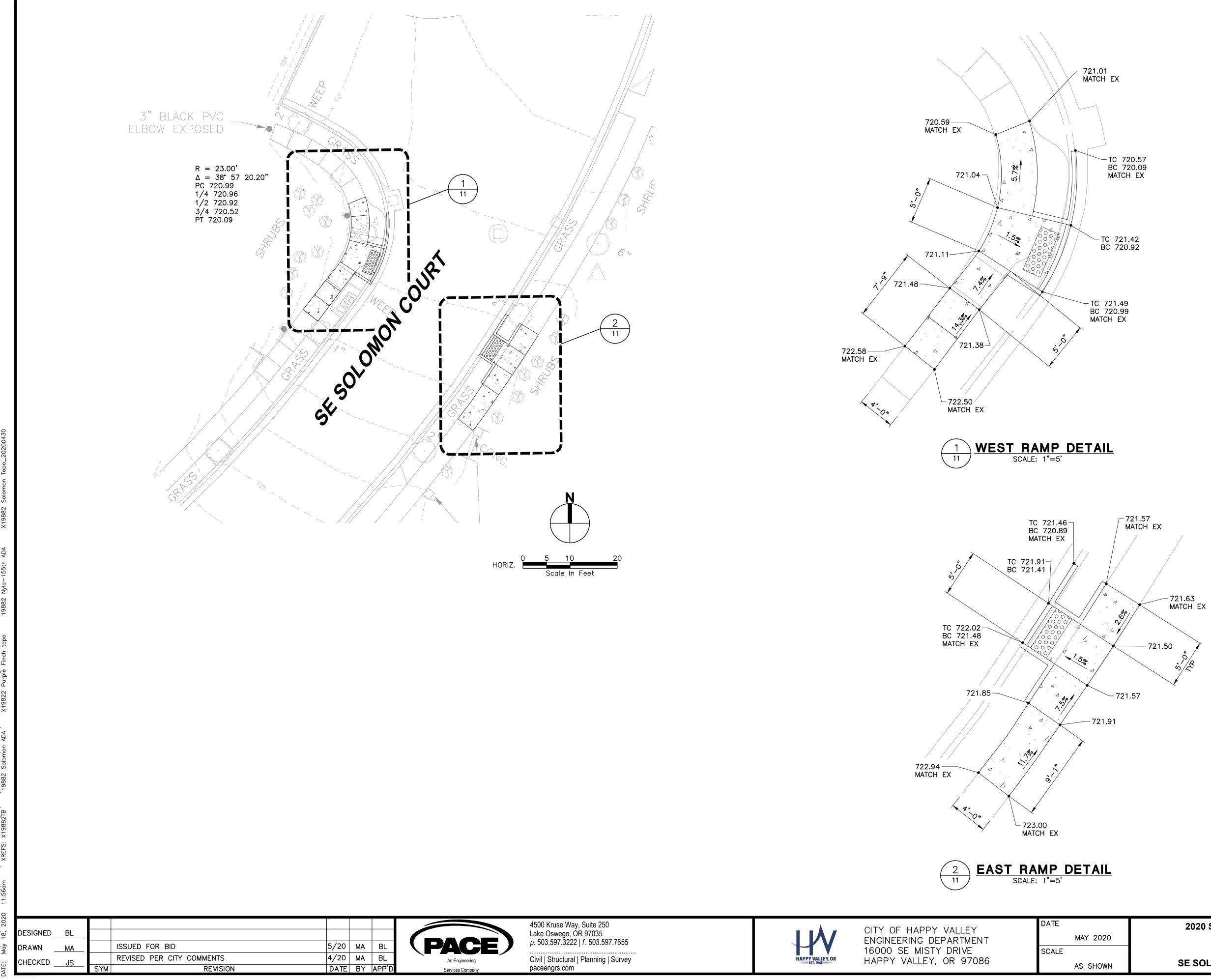
GENERAL NOTES:

1. SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.

RENEWS: 12/31/2020

JOB NUMBER	
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2020 STREET IMPROVEMENTS PROJECT CIP-02-20 SCHEDULE 'C' SE SOLOMON COURT ADA RAMP DETAILS



GENERAL NOTES:

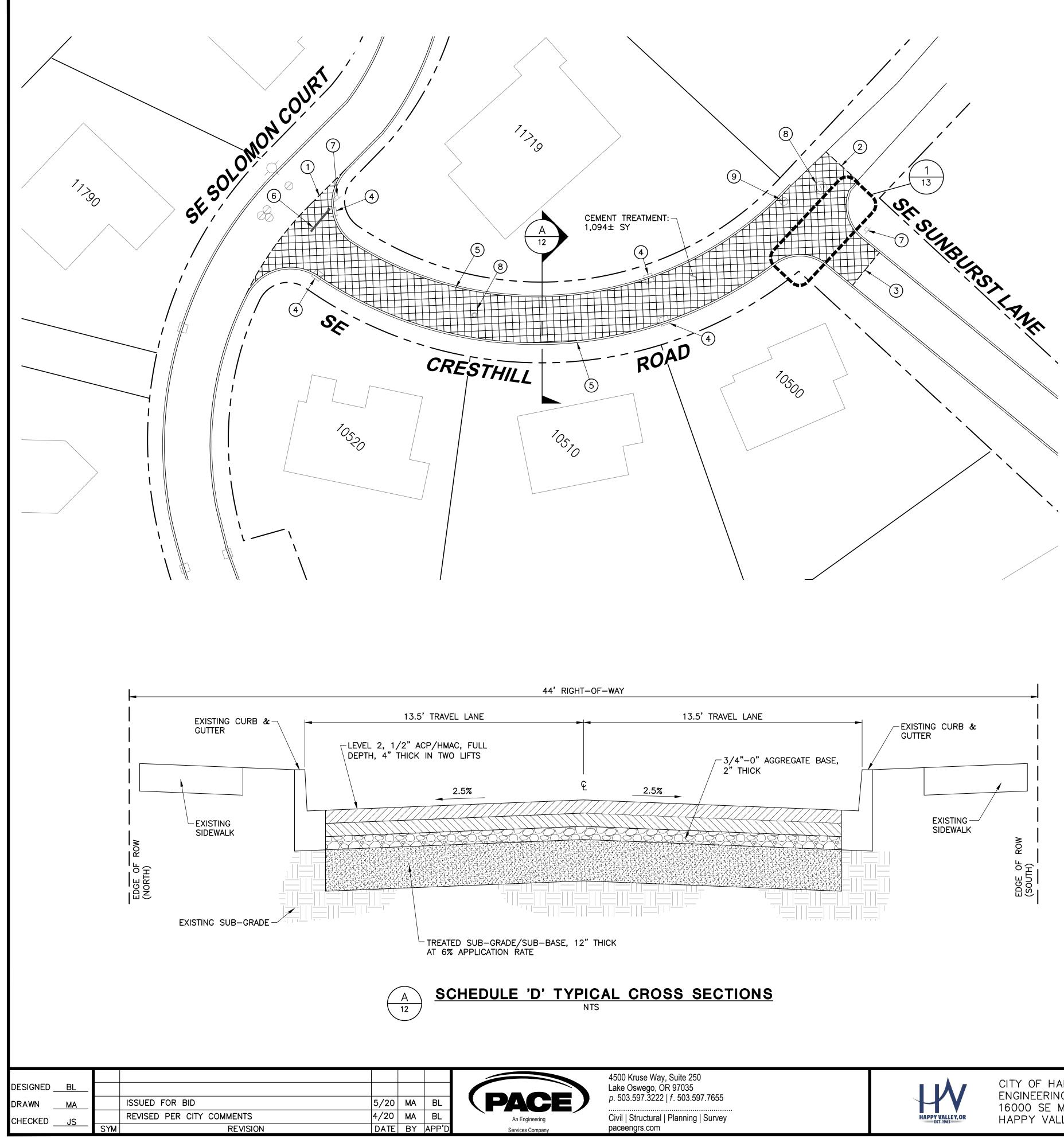
1. SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.



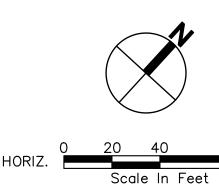
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2020 STREET IMPROVEMENTS PROJECT CIP-02-20 SCHEDULE 'C' SE SOLOMON COURT ADA RAMP DETAILS



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) Kruse Way, Suite 250
e Oswego, OR 97035
03.597.3222 f. 503.597.7655

CITY OF HAPPY VALLEY ENGINEERING DEPARTMENT 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086

DATE MAY 2020 SCALE

AS SHOWN

GENERAL NOTES:

- 1. REMOVE EXISTING PAVEMENT SURFACE TO 4" BELOW EXISTING STREET GRADE. REMOVE ADDITIONAL MATERIAL AS NEEDED TO COMPENSATE FOR ADDITION OF CEMENT POWDER VOLUME.
- 2. CONTRACTOR TO ADD ADDITIONAL ROCK AS NEED TO CREATE NEW CROSS SECTION AS SHOWN IN TYPICAL CROSS SECTION BELOW.

Image: Model

- 1. SAWCUT EXISTING ASPHALT AND START RECONSTRUCTION ACTIVITY WHERE MARKED BY CITY IN FIELD. SEE TYPICAL CROSS SECTION, THIS SHEET.
- 2. SAWCUT EXISTING ASPHALT AND END RECONSTRUCTION ACTIVITY WHERE MARKED IN FIELD.
- 3. SAWCUT EXISTING ASPHALT AND END RECONSTRUCTION ACTIVITY WHERE MARKED IN FIELD.
- 4. PROTECT EXISTING CATCH BASIN AND INSTALL ESC BMP PER DETAILS 915 OR 920 ON SHEET 23.
- 6. INSTALL STOP BAR AS MARKED IN FIELD PER DETAIL
- 7. PROTECT EXISTING STOP SIGN.

330 ON SHEET 22

5. PROTECT EXISTING CURB AND GUTTER.

- 8. ADJUST MANHOLE RIM(S) AS NEEDED.
- 9. ADJUST VALVE CAN LID(S) AS NEEDED.
- 10. ASPHALT GRIND REMOVAL.

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RENEWS: 12/31/2020

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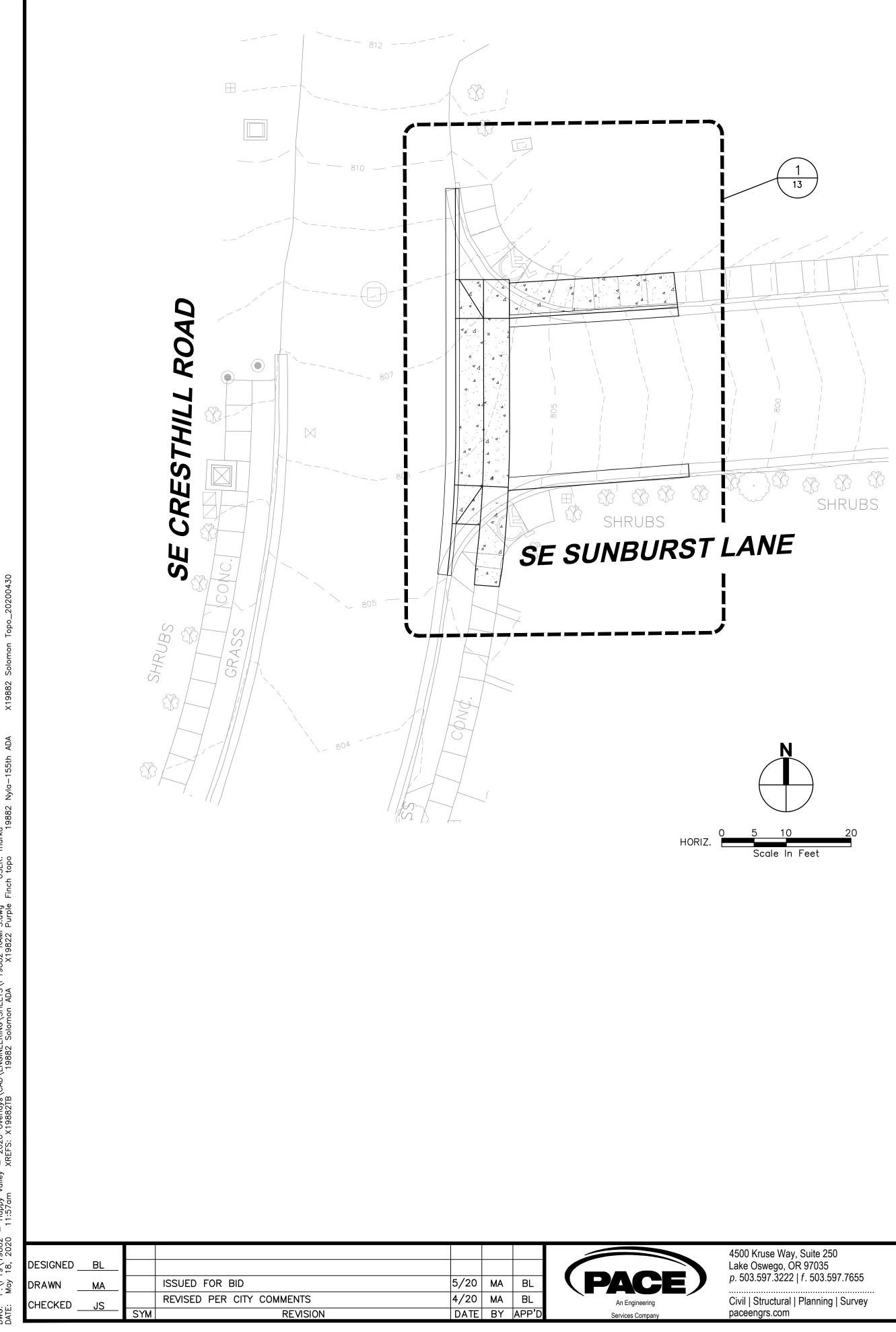
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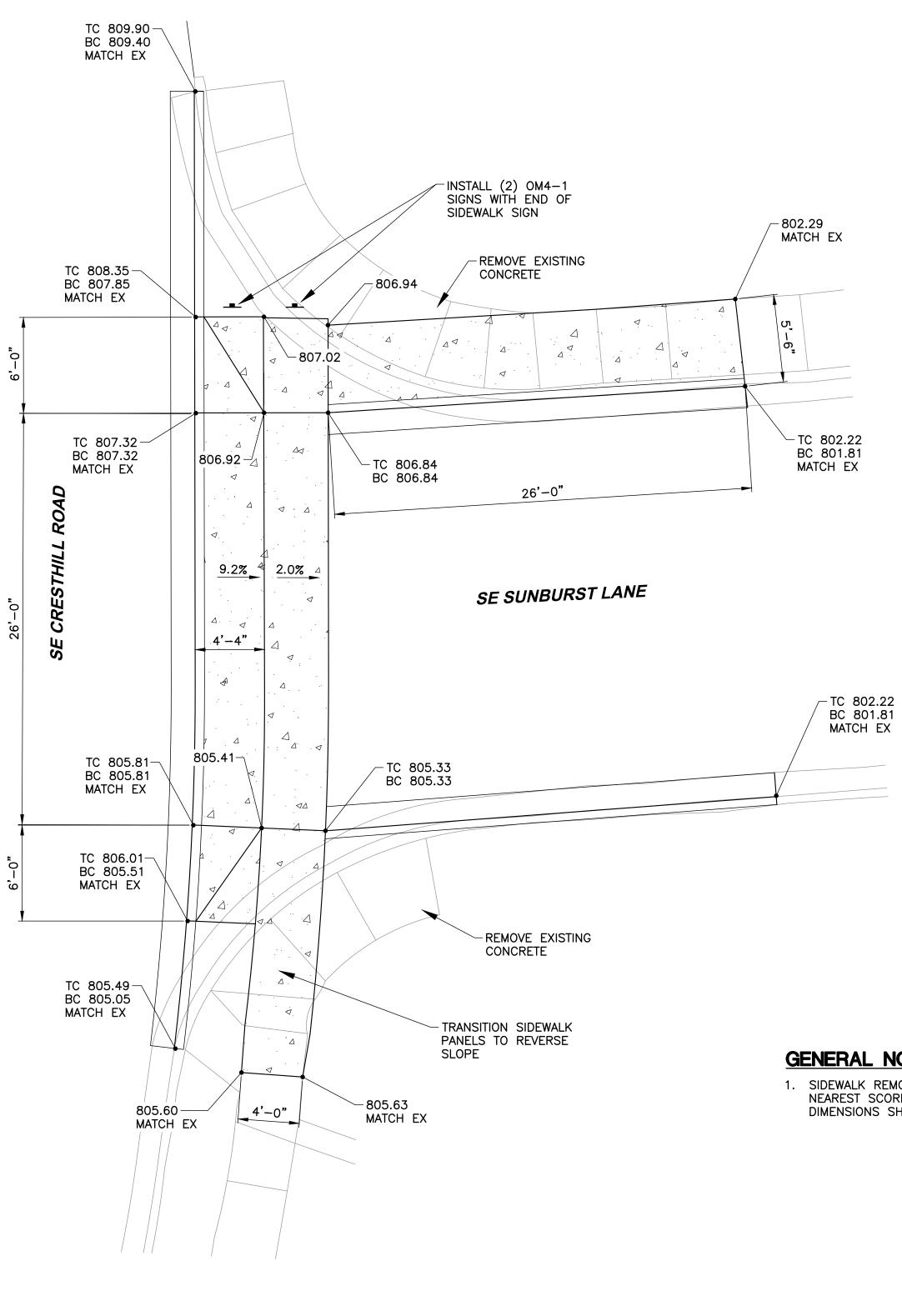
SHEET NAME P19882 CRESTH

SHEET 12 OF 23

2020 STREET IMPROVEMENTS PROJECT CIP-02-20

SE CRESTHILL ROAD IMPROVEMENTS







COMMERCIAL DRIVEWAY DETAIL SCALE: 1"=5'



CITY OF HAPPY VALLEY ENGINEERING DEPARTMENT 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086

DATE MAY 2020 SCALE

AS SHOWN

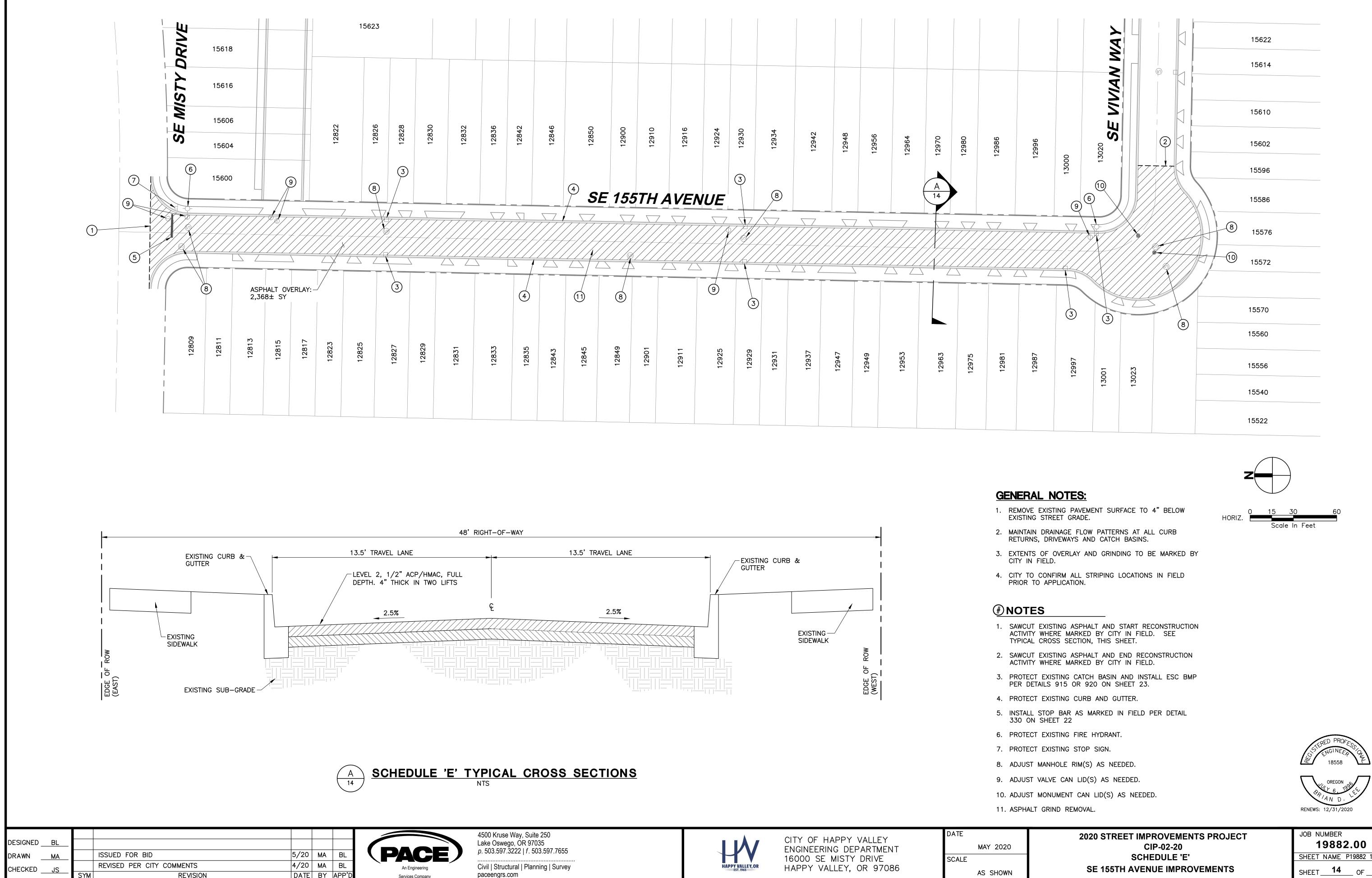
GENERAL NOTES:

1. SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.



RENEWS: 12/31/2020

2020 STREET IMPROVEMENTS PROJECT CIP-02-20	JOB NUMBER 19882.00
SCHEDULE 'C'	SHEET NAME 1882 RAMPS
SE CRESTHILL ROAD COMMERCIAL DRIVEWAY DETAILS	SHEET 13 OF 23

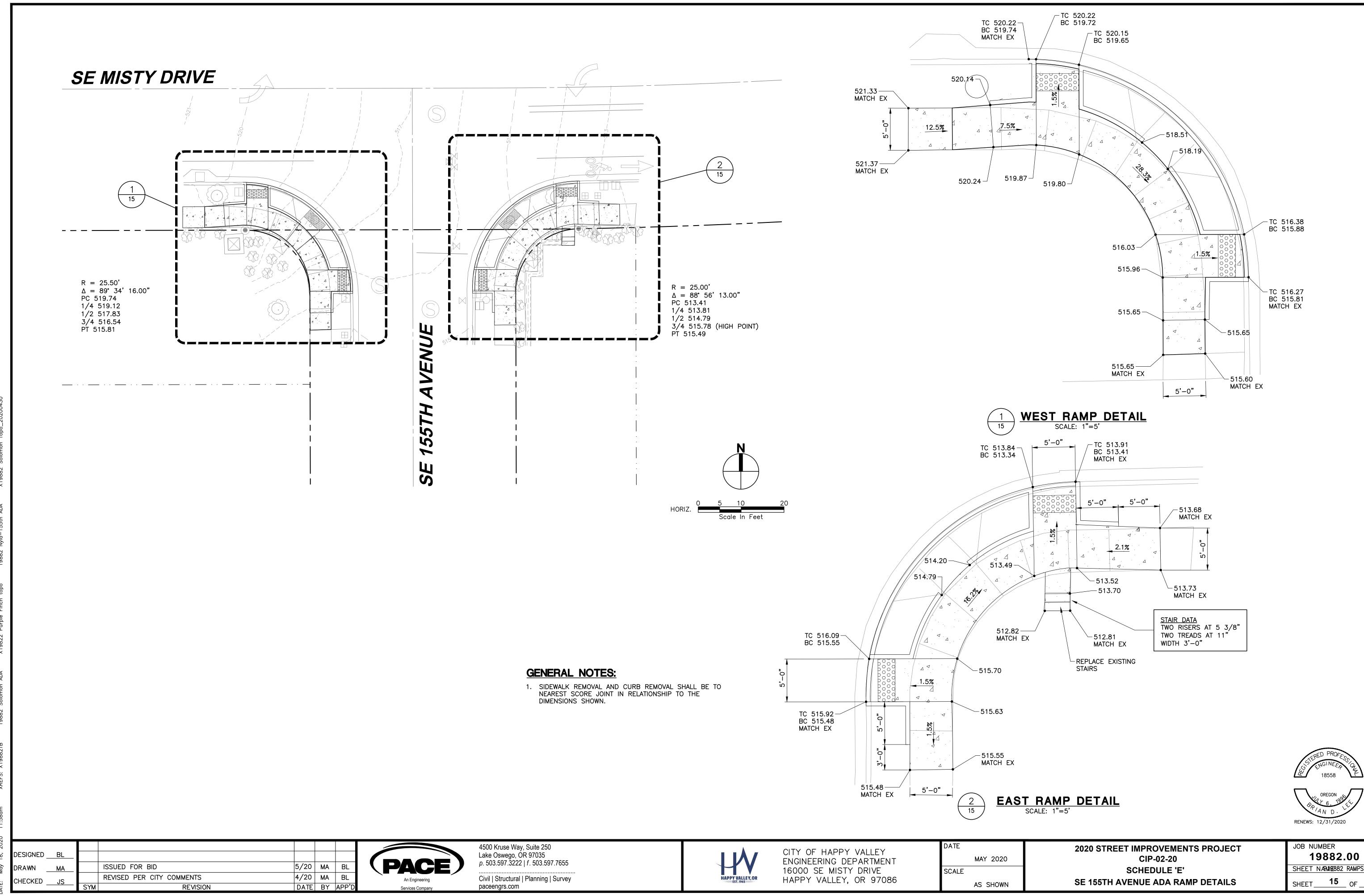


Suite 250	
97035	
f. 503.597.7655	
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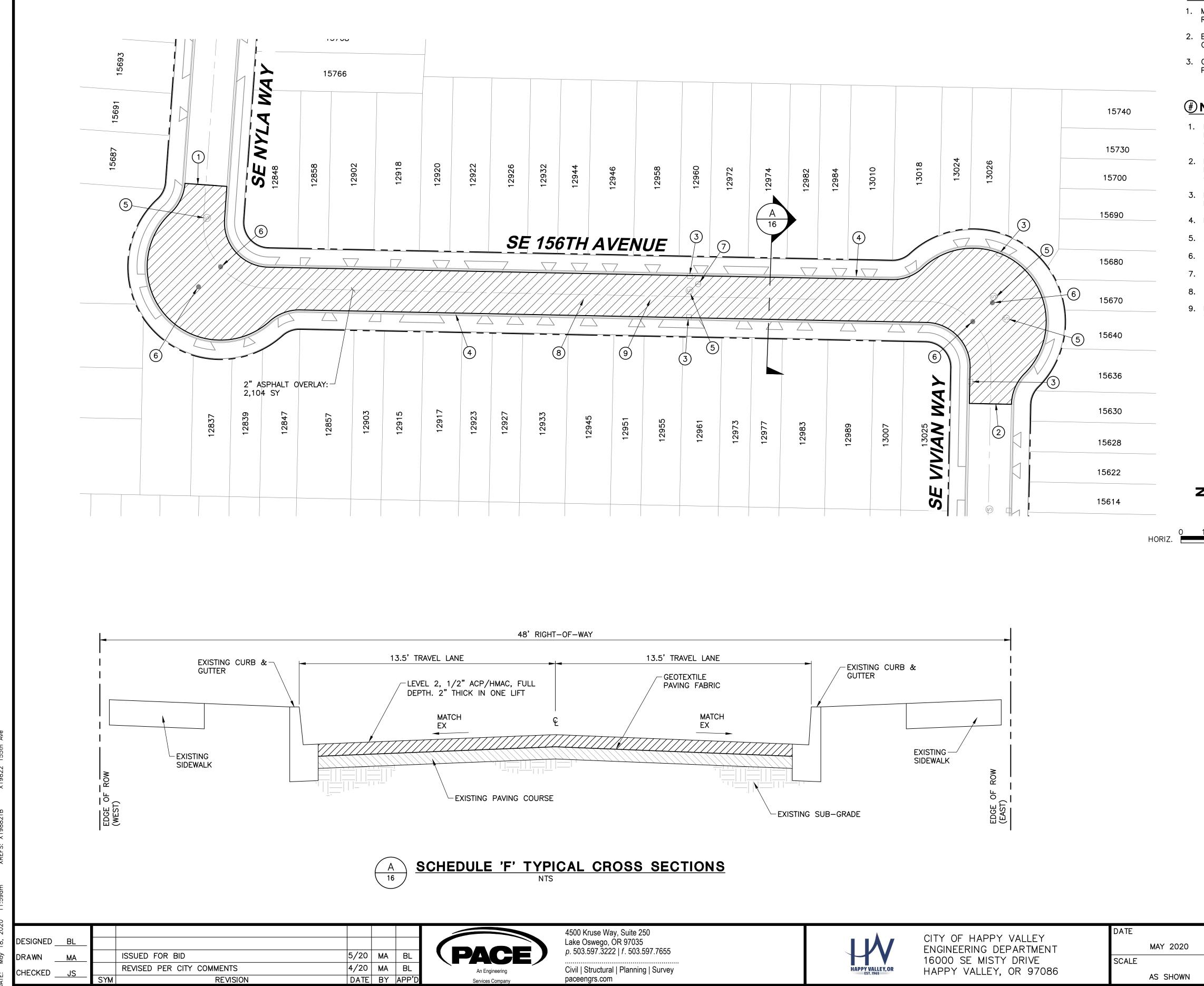
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2020 STREET IMPROVEMENTS PROJECT CIP-02-20	JOB NUMBER 19882.00
SCHEDULE 'E'	SHEET NARMI92882 RAMPS
SE 155TH AVENUE ADA RAMP DETAILS	SHEET 15 OF 23



4500 Kruse Way, Suite 250 Lake Oswego, OR 97035 <i>p</i> . 503.597.3222 <i>f</i> . 503.597.7655 Civil Structural Planning Survey paceengrs.com	HAPPY VALLEY, OR EST. 1965	CITY OF HAPPY VALLEY ENGINEERING DEPARTMENT 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086	DATE SCALE
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GENERAL NOTES:

1. MAINTAIN DRAINAGE FLOW PATTERNS AT ALL CURB RETURNS, DRIVEWAYS AND CATCH BASINS.

2. EXTENTS OF OVERLAY AND GRINDING TO BE MARKED BY CITY IN FIELD.

3. CITY TO CONFIRM ALL STRIPING LOCATIONS IN FIELD PRIOR TO APPLICATION.

Image: Model

1. BEGIN 2" OVERLAY AS MARKED BY CITY IN FIELD WITH BUTT JOINT TO MATCH EXISTING GRADE. SEE TYPICAL CROSS SECTION, THIS SHEET.

2. END 2" OVERLAY AS MARKED BY CITY IN FIELD WITH BUTT JOINT TO MATCH EXISTING GRADE. SEE TYPICAL CROSS SECTION, THIS SHEET.

3. PROTECT EXISTING CATCH BASIN AND INSTALL ESC BMP PER DETAILS 915 OR 920 ON SHEET 23.

4. PROTECT EXISTING CURB AND GUTTER.

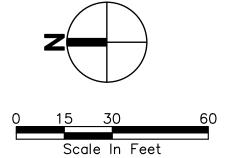
5. ADJUST MANHOLE RIM(S) AS NEEDED.

6. ADJUST MONUMENT CAN LID(S) AS NEEDED.

7. ADJUST VALVE CAN LID(S) AS NEEDED.

8. ASPHALT GRIND REMOVAL. 2" DEPTH.

9. INSTALL GEOTEXTILE PAVING FABRIC AS SHOWN IN SECTION BELOW.

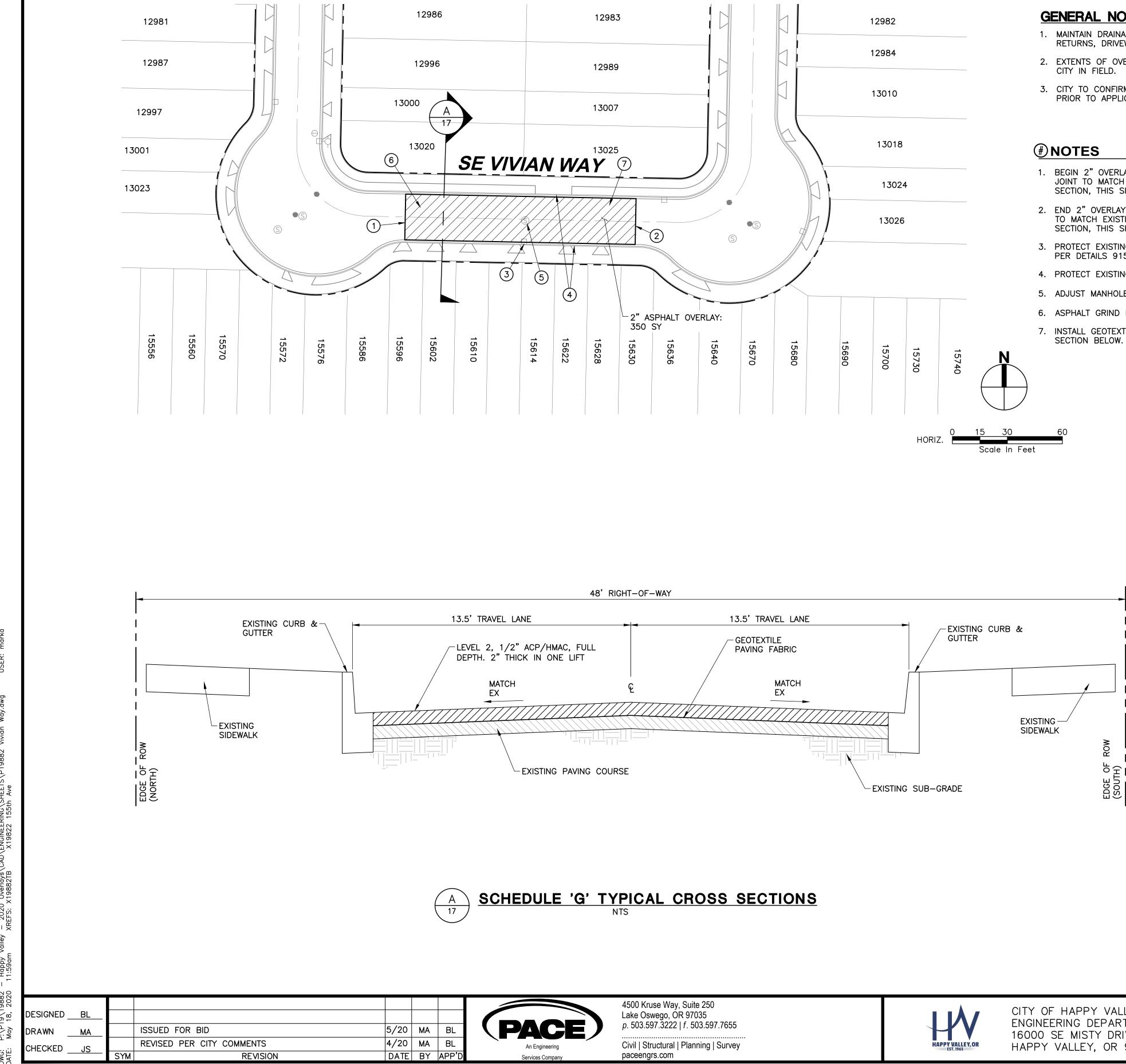




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2020 STREET IMPROVEMENTS PROJECT CIP-02-20 SCHEDULE 'F' **SE 156TH AVENUE IMPROVEMENTS**



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GENERAL NOTES:

- 1. MAINTAIN DRAINAGE FLOW PATTERNS AT ALL CURB RETURNS, DRIVEWAYS AND CATCH BASINS.
- 2. EXTENTS OF OVERLAY AND GRINDING TO BE MARKED BY CITY IN FIELD.
- 3. CITY TO CONFIRM ALL STRIPING LOCATIONS IN FIELD PRIOR TO APPLICATION.

- 1. BEGIN 2" OVERLAY AS MARKED IN FIELD WITH BUTT JOINT TO MATCH EXISTING GRADE. SEE TYPICAL CROSS SECTION, THIS SHEET.
- 2. END 2" OVERLAY AS MARKED IN FIELD WITH BUTT JOINT TO MATCH EXISTING GRADE. SEE TYPICAL CROSS SECTION, THIS SHEET.
- 3. PROTECT EXISTING CATCH BASIN AND INSTALL ESC BMP PER DETAILS 915 OR 920 ON SHEET 23.
- 4. PROTECT EXISTING CURB.
- 5. ADJUST MANHOLE RIM(S) AS NEEDED.
- 6. ASPHALT GRIND REMOVAL, 2" DEPTH
- 7. INSTALL GEOTEXTILE PAVING FABRIC AS SHOWN IN SECTION BELOW.

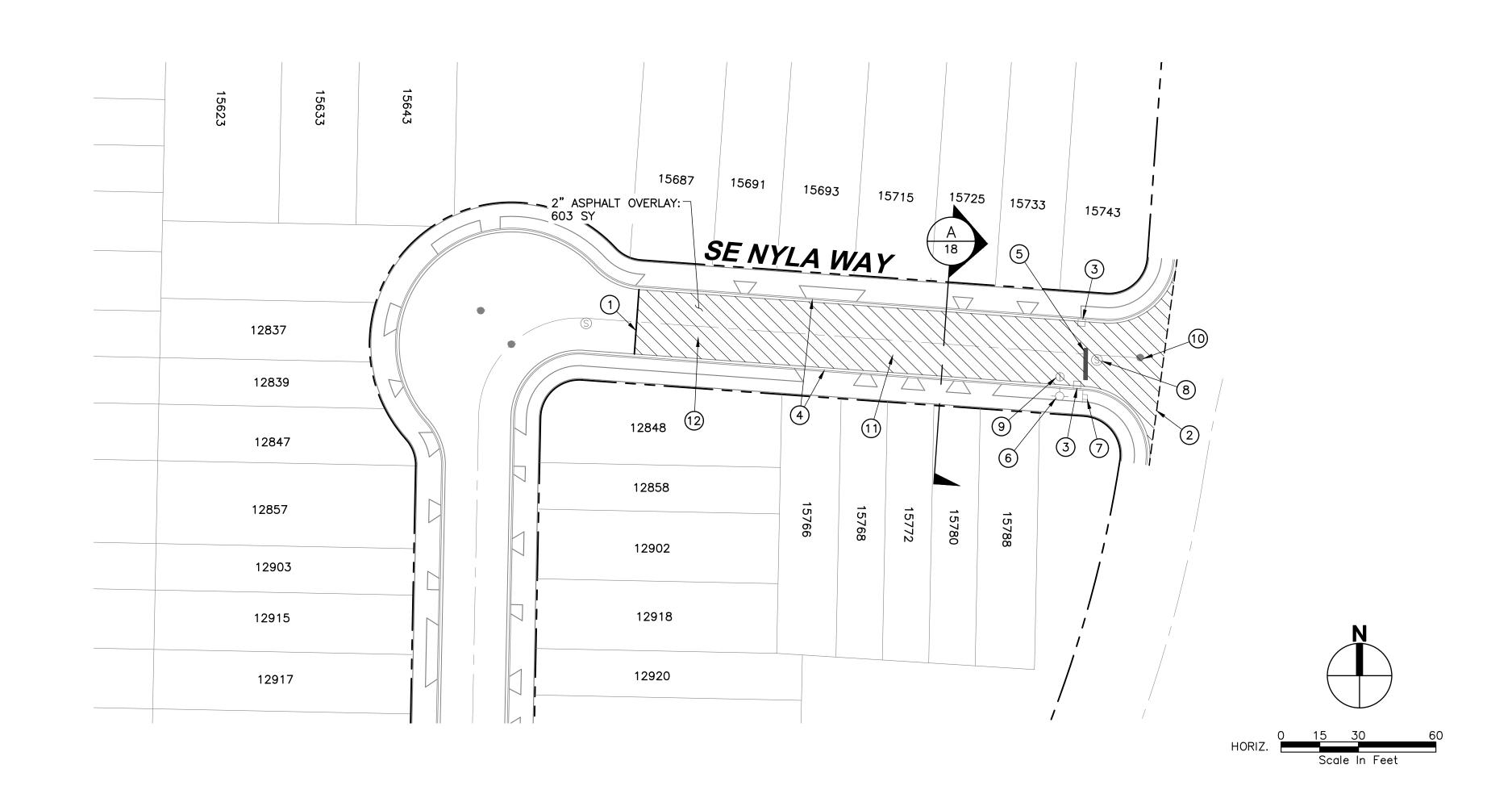
0 Kruse Way, Suite 250
e Oswego, OR 97035
03.597.3222 f. 503.597.7655

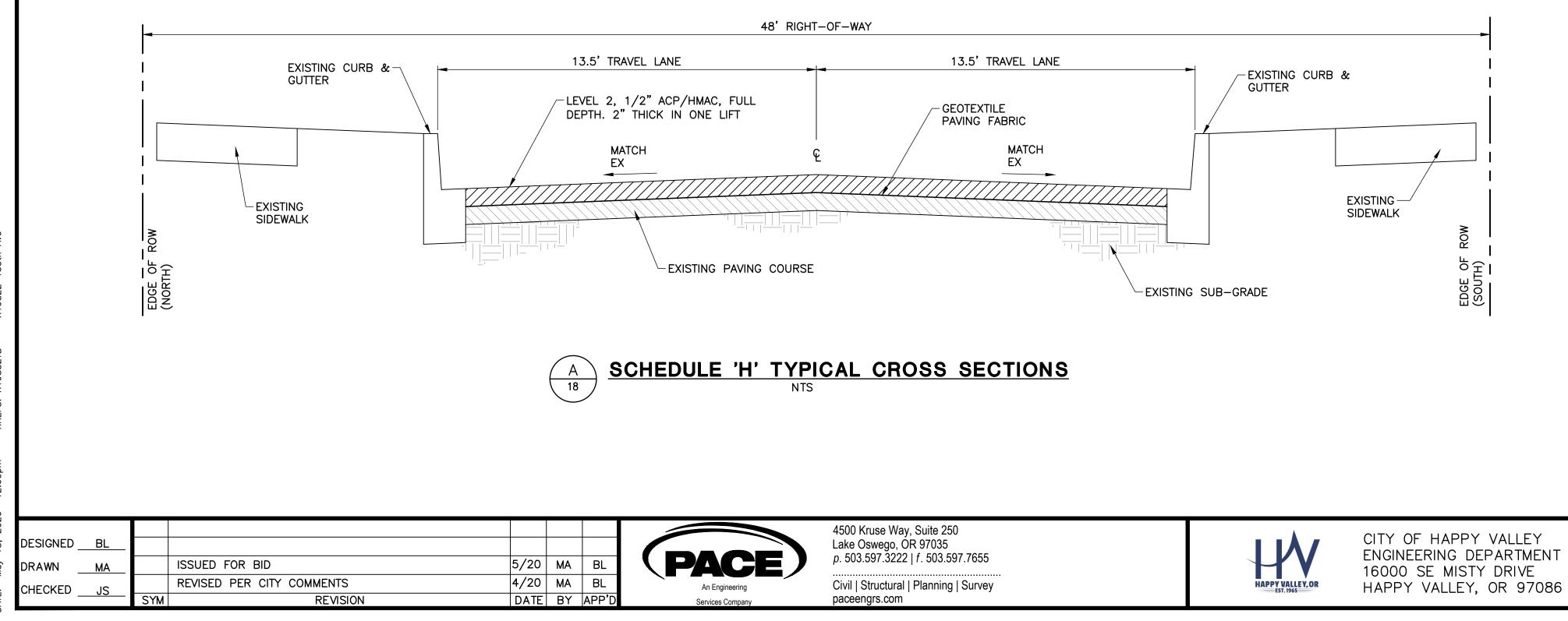


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2020 STREET IMPROVEMENTS PROJECT CIP-02-20 SCHEDULE 'G' SE VIVIAN WAY IMPROVEMENTS





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Civil Structural Planning Survey	HAPPY VALLEY, OR EST. 1965	16000 SE HAPPY VAI

DATE MAY 2020 SCALE

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GENERAL NOTES:

- 1. REMOVE EXISTING SURFACE TO 4" BELOW EXISTING STREET GRADE. REMOVE ADDITIONAL MATERIAL AS NEEDED TO COMPENSATE FOR ADDITION OF CEMENT POWDER VOLUME.
- 2. CONTRACTOR TO ADD ADDITIONAL ROCK AS NEED TO CREATE NEW SECTION

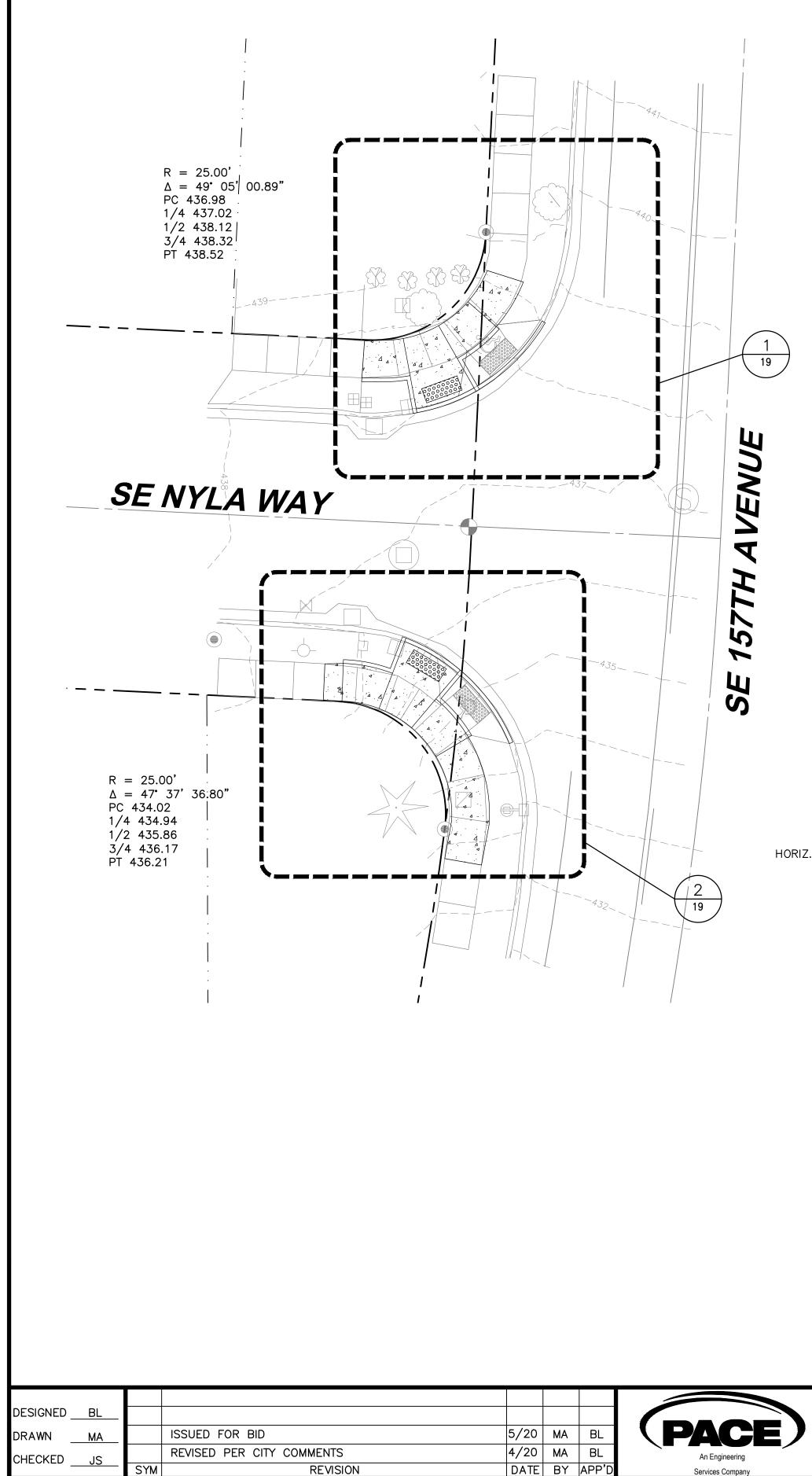
NOTES

- 1. BEGIN 2" OVERLAY AS MARKED IN FIELD WITH BUTT JOINT TO MATCH EXISTING GRADE. SEE TYPICAL CROSS SECTION, THIS SHEET.
- 2. SAWCUT EXISTING ASPHALT AND END CONSTRUCTION ACTIVITY WHERE MARKED IN FIELD TO MATCH EXISTING GRADE. SEE TYPICAL CROSS SECTION, THIS SHEET.
- 3. PROTECT EXISTING CATCH BASIN AND INSTALL ESC BMP PER DETAILS 915 OR 920 ON SHEET 23.
- 4. PROTECT EXISTING CURB AND GUTTER.
- 5. INSTALL STOP BAR AS MARKED IN FIELD PER DETAIL 330 ON SHEET 22
- 6. PROTECT EXISTING FIRE HYDRANT.
- 7. PROTECT EXISTING STOP SIGN.
- 8. ADJUST MANHOLE RIM(S) AS NEEDED.
- 9. ADJUST VALVE CAN LID(S) AS NEEDED.
- 10. ADJUST MONUMENT CAN LID(S) AS NEEDED.
- 11. ASPHALT GRIND REMOVAL 2" DEPTH.
- 12. INSTALL GEOTEXTILE PAVING FABRIC AS SHOWN IN SECTION BELOW.



RENEWS: 12/31/2020

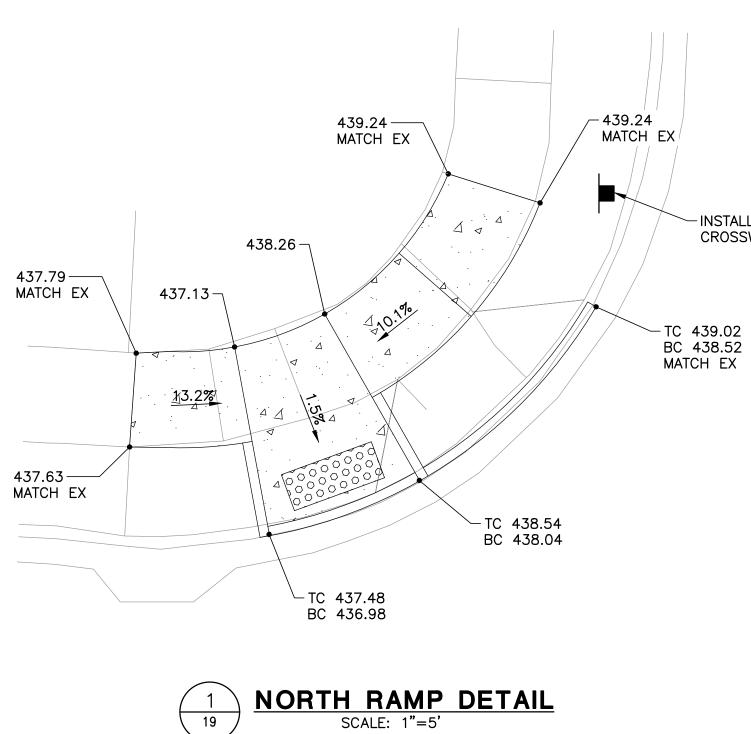
2020 STREET IMPROVEMENTS PROJECT CIP-02-20 SCHEDULE 'H' SE NYLA WAY IMPROVEMENTS

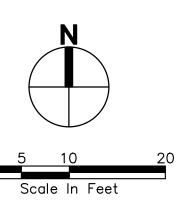


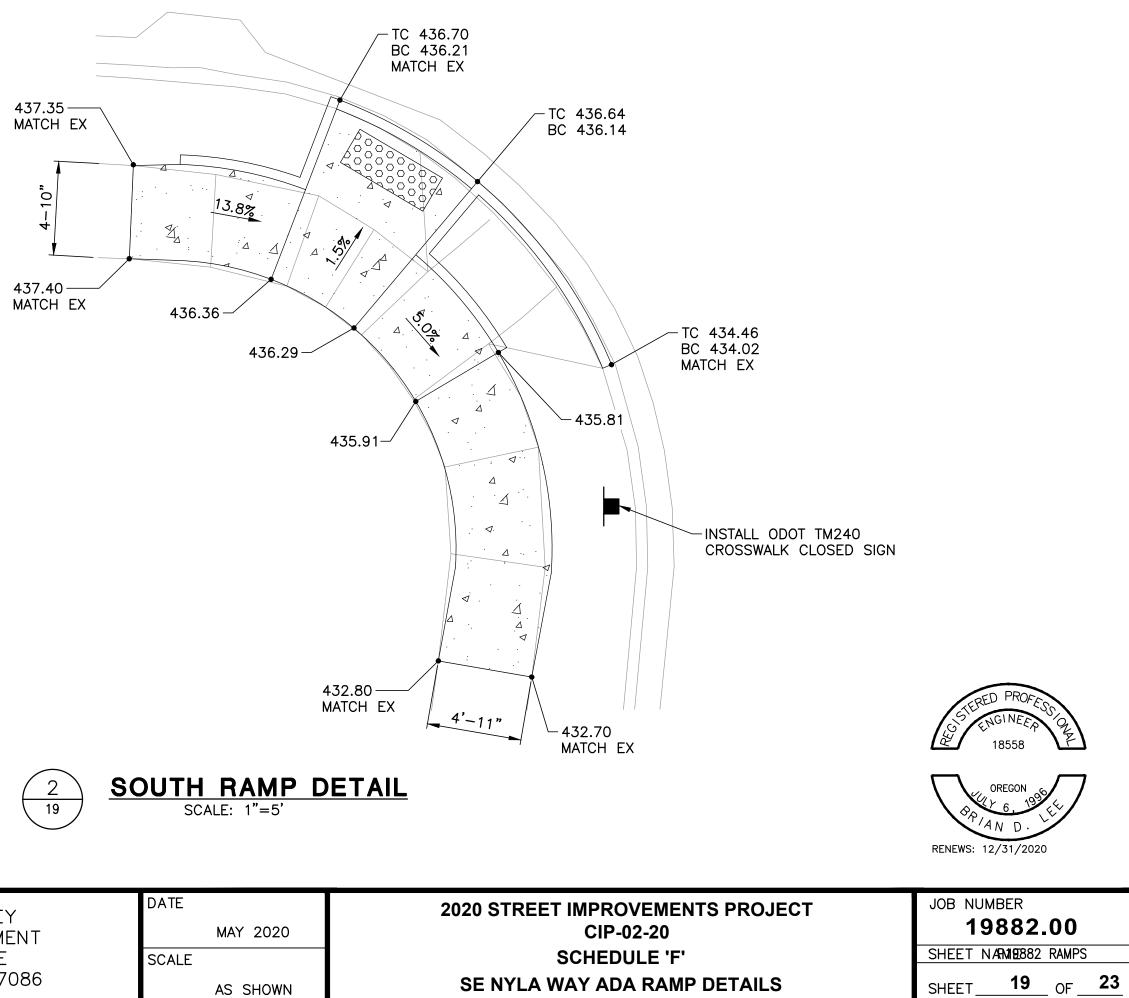
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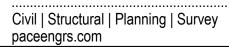








4500 Kruse Way, Suite 250 Lake Oswego, OR 97035 *p*. 503.597.3222 | *f*. 503.597.7655





CITY OF HAPPY VALLEY ENGINEERING DEPARTMENT 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086

- INSTALL ODOT TM240 CROSSWALK CLOSED SIGN

GENERAL NOTES:

SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.

CONSTRUCTION NOTES:

- 1 ALL WORK AND MATERIAL SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CITIY'S ENGINEERING DESIGN AND STANDARD DETAILS MANUAL (DESIGN MANUAL), LATEST EDITION, APWA/ODOT OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
- 2 THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- AT THE PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING ITEMS:
 - a. COPY OF THE CONTRACTOR'S CERTIFICATE OF INSURANCE
 - b. EMERGENCY CONTACT NAME AND PHONE NUMBER.
 - c. TRAFFIC CONTROL PLAN.
 - d. LIST OF SUBCONTRACTORS.
- 4 A COPY OF THE PERMIT WITH ALL ATTACHMENTS, A COPY OF THE APPROVED CONSTRUCTION PLANS, AND ALL AMENDMENTS SHALL BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. ALL WORK SHALL CONFORM TO THE PERMIT TERMS, CONDITIONS/PROVISIONS, APPROVED CONSTRUCTION PLANS, APPROVED PLAN AMENDMENTS, AND THESE GENERAL CONDITIONS. CHANGES TO ANY OF THE FORESAID MUST BE APPROVED BY THE PROJECT ENGINEER AND CITY, IN ADVANCE OF WORK PERFORMANCE.
- 5 THE CONTRACTOR SHALL HAVE A CURRENT HAPPY VALLEY BUSINESS LICENSE BEFORE STARTING
- CONSTRUCTION.
- A SIGN SHALL BE POSTED CONSPICUOUSLY AT THE JOB SITE ENTRANCE PRIOR TO SITE CONSTRUCTION, AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. USE 2-INCH HIGH BLACK LETTERS ON AN ORANGE BACKGROUND. THIS SIGN SHALL READ AS FOLLOWS:
 - 6.1 "CONSTRUCTION SHALL BE LIMITED TO 7:00 AM TO 6:00 PM ON WEEKDAYS, AND 8:00 AM TO 5:00 PM ON SATURDAYS AND SUNDAYS. HOWEVER, SITE CLEARING, EARTH MOVING, INSTALLATION OR CONSTRUCTION OF UNDERGROUND UTILITIES, PAVING OF STREETS AND SIDEWALKS, FOUNDATION FRAMING AND POURING, AND STRUCTURAL FRAMING SHALL BE ENTIRELY PROHIBITED ON SUNDAYS. TO REPORT VIOLATIONS CALL 503-783-3800."
- ALL FENCING, ESC MEASURES, AND CONSTRUCTION GRAVEL ENTRANCES SHALL BE INSTALLED AND MAINTAINED BY THE DEVELOPER AND ISPECTED BY THE CITY OF HAPPY VALLEY PRIOR TO BEGINNING WORK ON THE SITE. CALL FOR INSPECTION 24 HOURS IN ADVANCE, 503-783-3800.
- 8 MAINTENANCE OF THE WORK AREA AND APPROACH ROADS IS THE RESPONSIBILITY OF THE CONTRACTOR. THE WORK AREA AND APPROACH ROADS SHALL BE MAINTAINED IN A CLEAN AND SANITARY CONDITION, FREE FROM OBSTRUCTIONS, HAZARDS, DEBRIS, AND TRASH AT ALL TIMES. A COPY OF THE CONTRACTOR CERTIFICATE OF INSURANCE SHALL BE AVAILABLE AT THE WORK AREA.
- 9 THE SPREADING OF MUD OR DEBRIS OR STORAGE OF MATERIAL OR EQUIPMENT OF ANY KIND UPON ANY PUBLIC ROADWAY IS STRICTLY PROHIBITED AND VIOLATION SHALL BE CAUSE FOR IMMEDIATE SUSPENSION OF THE PERMIT. THE PROJECT ENGINEER AND/OR CITY MAY AT ANY TIME ORDER IMMEDIATE CLEAN UP AND STOPPAGE OF WORK TO ACCOMPLISH CLEAN-UP.
- 10 DUST SHALL BE CONTROLLED WITHIN THE DEVELOPMENT DURING CONSTRUCTION AND SHALL NOT BE PERMITTED TO DRIFT ONTO ADJACENT PROPERTIES.
- 11 CONTRACTOR SHALL MONITOR THE HAULING OF DEBRIS TO ENSURE THAT ALL SPILLAGE FROM TRUCKS IS PROMPTLY AND COMPLETELY REMOVED AND CLEANED UP.
- 12 THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATES EDITION OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), "OREGON SUPPLEMENTS", AND CITY REQUIREMENTS. THE CONRACTOR SHALL AT ALL TIMES MAINTAIN LOCAL ACCESS FOR OWNERS NEAR THE PROJECT SITE. THE CONTRACTOR SHALL PROVIDE A PROJECT-SPECIFIC TRAFFIC CONTROL PLAN, APPROVED BY THE CITY, AND AVAILABLE ON THE PROJECT SITE.
- 13 THE CONTRACTOR IS RESPONSIBLE FOR PROVISION OF TIMELY NOTIFICATION OF TRAFFIC FLOW DISRUPTIONS TO AREA-WIDE EMERGENCY SERVICES AND THE SCHOOL DISTRICT. THE CONTRACTOR SHALL MAINTAIN AND COORDINATE ACCESS TO ALL AFFECTED PROPERTIES.
- 14 TRAFFIC CONTROL DEVICES, FLAG PERSONS, ETC., SHALL BE IN PLACE PRIOR TO INITIATION OF CONSTRUCTION WORK AND SHALL BE EFFECTIVELY MAINTAINED. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE CITY FOR APPROVAL PRIOR TO ANY WORK WITHIN EXISTING RIGHT-OF-WAY.
- 15 PUBLIC ROADWAYS SHALL NOT BE CLOSED TO TRAFFIC, AT ANY TIME, WITHOUT HAVING FIRST OBTAINED A STREET CLOSURE PERMIT FROM THE CITY.
- 16 COMPACTION TESTING IS THE RESPONSIBILITY OF THE DEVELOPER. PROVIDE THE CITY WITH COPIES OF THE TEST RESULTS ON BASE ROCK AND ASPHALT. SCHEDULE PROOF ROLLS WITH THE CITY AT LEAST 48 HOURS IN ADVANCE.
- 17 CONTRACTOR MUST VERIFY ALL EXISTING UTILITIES FOR BOTH VERTICAL ELEVATION AND HORIZONTAL LOCATION PRIOR TO START OF WORK (POTHOLE BEFORE DIGGING IF NECESSARY). CONTRACTOR SHALL COORDINATE THE WORK WITH APPLICABLE AGENCIES.
- 18 TRENCHES WITHIN RIGHTS-OF-WAY, PAVEMENT, OR CONCRETE AREAS SHALL BE BACKFILLED WITH APPROVED CRUSHED ROCK (DRAWING NO. 205) OR CDF (DRAWING NO. 210), AND AS SPECIFIED ON THESE PLANS. TRENCHES OUTSIDE OF THE PAVED OR CONCRETE AREAS MAY BE BACKFILLED WITH NATIVE MATERIAL PER DRAWING NO. 205
- 19 THE CONTRACTOR SHALL MAINTAIN BENCHMARKS, PROPERTY CORNERS, AND MONUMENTS. IF SUCH POINTS ARE DISTURBED OR DESTROYED BY THE CONSTRUCTION ACTIVITIES, THEY SHALL BE REPLACED IN ACCORDANCE WITH ORS 209 BY EMPLOYING A PROFESSIONAL LAND SURVEYOR TO RESET PROPERTY CORNERS AND OTHER SUCH MONUMENTS.
- 20 THE CONTRACTOR SHALL NOTIFY THE CITY FORTY-EIGHT (48) HOURS PRIOR TO ANY PROOF ROLL, CONCRETE FORM INSPECTION AND PAVING.
- 21 PROPERTY DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED. GRASS, SHRUBS, FLOWERS, BARK DUST, EXISTING SIGNS, PAVEMENT MARKINGS, MAILBOXES, ETC. DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE RE-ESTABLISHED, REINSTALLED OR REPLACED, WITH LIKE KIND AND MATERIAL.

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- 22 EFFECTIVE DRAINAGE CONTROL IS REQUIRED. DRAINAGE SHALL BE CONTROLLED WITHIN THE SITE AND SHALL BE ROUTED SO THAT ADJACENT PRIVATE PROPERTY, PUBLIC PROPERTY, AND THE RECEIVING SYSTEM ARE NOT ADVERSELY IMPACTED. THE PROJECT ENGINEER AND/OR CITY MAY AT ANY TIME ORDER CORRECTIVE ACTION AND STOPPAGE OF WORK TO ACCOMPLISH EFFECTIVE DRAINAGE CONTROL.
- 23 TRENCHES WILL NTO BE ALLOWED TO REMAIN OPEN OVERNIGHT. A TEMPORARY HARD SURFACE PATCH (HOT MIX BASE PAVING) OR STEEL PLATES SECURED WITH PINS AND COLD MIX RAMPS SHALL BE PLACED ON TRENCHES WITHIN EXISTING ROADWAYS AT THE END OF EACH DAY'S WORK. NO TRENCH, ON-SITE OR OFF-SITE, SHALL BE LEFT AT ANY TIME IN AN UNSAFE CONDITION. THE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR HAZARDS OR DAMAGE RESULTING FROM THE PROSECUTION OF THE WORK.
- 24 WORK PROVIDED FOR UNDER THE PERMIT SAHLL INCLUDE REPAIR OF EXISTING FACILITIES (ROADS, DITECHES, ETC.) AS MAY BE NECESSARY, IN THE CITY'S OPINION, TO OVERCOME DETERIORATION OR DAMAGE WHICH OCCURRED IN CONJUNCTION WITH THEWORK AUTHORIZED BY THE PERMIT. CORRECTIVE WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
- 25 POWER, TELEPHONE, GAS, AND CABLE TELEVISION TRENCHING AND CONDUITS ARE TO BE INSTALLED PER UTILITY COMPANY REQUIREMENTS. VERIFY WITH UTILITY COMPANY FOR SIZE AND TYPE OF CONDUIT PRIOR TO CONSTRUCTION.
- 26 UNIDENTIFIED UTILITIES SHALL NOT BE DISRUPTED OR CUT UNTIL UTILITY COMPANY HAS APPROVED THE CUT OR DISRUPTION.
- 27 ALL FACILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS, NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING UTILITIES AND OTHER FACILITIES AND OTHER FACILITIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER THAN-ORIGINAL CONDITION.
- 28 NOTIFY THE UTILITY COMPANY IMMEDIATELY OF ALL UTILITIES EXPOSED. UTILITIES OR INTERFERING PORTION OF UTILITIES THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK.
- 29 THE CONTRACTOR SHALL REMOVE AND DISPOSE OF TREES, STUMPS, BRUSH, ROOTS, TOPSOIL, AND OTHER MATERIAL IN TH NEW PUBLIC RIGHT-OF-WAY, UNDER THE NEW ROADWAY AND WHERE INDICATED ON THE PLANS. MATERIAL SHALL BE DISPOSED OF IN SUCH A MANNER AS TO MEET ALL APPLICABLE REGULATIONS.
- 30 IF GROUND WATER SPRINGS ARE ENCOUNTERED DURING CONSTRUCTIN, THE CONTRACTOR SHALL TAKE MEASURES TO ENSURE THAT THE WATER IS NOT CONVEYED THROUGH UTILITY TRENCHES, AND THE NATURAL FLOW PATH OF THE SPRING IS ALTERED AS LITTLE AS PRACTICABLE.
- 31 SAWCUT STRAIGHT MATCH LINES WHERE EXISTING PAVEMENT MEETS NEW PAVEMENT. SAND AND SEAL JOINT (TYPICAL).
- 32 CONTRACTOR SHALL FOLLOW OSHA REQUIREMENTS.
- 33 ALL TRENCHES SHALL BE PROPERLY SHORED AND BRACED TO PREVENT CAVING.
- 34 WHERE TRENCH EXCAVATION REQUIRES REMOVAL OF PCC CURBS AND/OR SIDEWALKS, THE CURBS AND/OR SIDEWALKS SHALL BE SAWCUT AND REMOVED AT A TOOL JOINT UNLESS OTHERWISE AUTHORIZED BY THE OWNER'S REPRESENTATIVE. THE SAWCUT LINES SHOWN ON THE DRAWINGS ARE SCHEMATIC AND NOT INTENDED TO SHOW THE EXACT ALIGNMENT OF SUCH CUTS.
- 35 THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE APPROVED DRAWINGS AND DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS AND DAMAGE TO ALL ITEMS THAT ARE TO REMAIN. ALL REPAIRS SHALL USE NEW MATERIAL. REPARIS SHALL RESTORE THE DAMGED ITEM TO THE PRE-EXISTING CONDITION OR BETTER. SUCH REPAIRS SHALL BE PERFORMED AT THE CONTRACTOR'S SOLE EXPENSE.
- 36 CONTRACTOR IS RESPONSIBLE FOR SITE JOB SAFETY, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO THE INSTALLATION AND MAINTENANCE OF BARRIERS, FENNCING, AND OTHER APPROPRIATE SAFETY ITEMS NECESSARY TO PROTECT THE PUBLIC FROM AREAS OF CONSTRUCTION AND CONSTRUCTION ACTIVITY.
- 37 SETTLEMENT OR CRACKING OF FINISHED SURFACES WITHN THE WARRANTY PERIOD SHALL BE CONSIDERED TO BE A FAILURE OF THE SUBGRADE, AND REPAIRED IN A MANNER ACCEPTABLE TO AND AT NO COST TO THE CITY OR DEVELOPER.
- 38 PRIOR TO FINAL PROJECT ACCEPTANC, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ASPHALTIC CONCRETE MATERIAL, OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT.

UTILITY CONTACTS

POWER

PORTLAND GENERAL ELECTRIC ATTN: STACY FERGUSON (PRIMARY POWER) PH: 503-669-5219 ATTN: JEFF WIESE (STREET LIGHTS) PH: 503-742-8363 1705 EAST BURNSIDE STREET GRESHAM, OR 97030

CABLE COMCAST

ATTN: ROB BALEY PH (CELL): 503-348-5610 PH (OFFICE): 503-818-0485 ROBERT_BALEY@COMCAST.COM

TELEPHONE

FRONTIER ATTN: JAMES ANDVIK 150 NW 20TH STREET

P.O. BOX 31 GRESHAM, OR 97030 PH : 503-667-9780

GRESHAMENGINEERING@FTR.COM

<u>GAS</u>

NW NATURAL ATTN: BRIAN KELLEY 220 NW 2ND AVENUE

PORTLAND, OR 97209 PH: 503-220-2427

NCPROJ@NWNATURAL.COM

WATER

SUNRISE WATER AUTHORITY ATTN: ELIZABETH EDGAR 10602 SW 129TH AVENUE HAPPY VALLEY, OR 97086

PH: 503-761-0220

EEDGAR@SUNRISEWATER.COM

4500 Kruse Way, Suite 250 ∟ake Oswego, OR 97035 p. 503.597.3222 | f. 503.597.7655



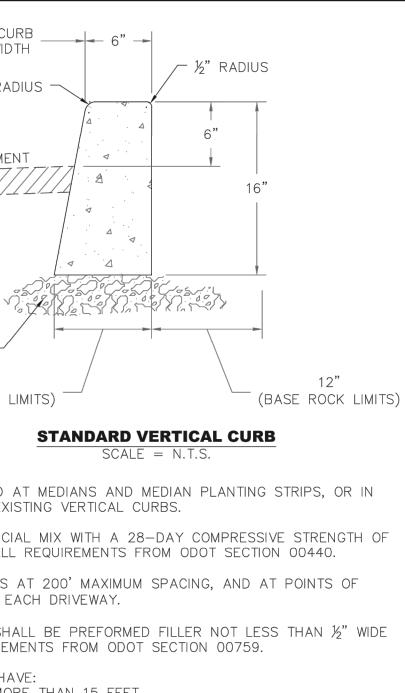
CITY OF HAPPY VALLEY ENGINEERING DEPARTMENT 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086

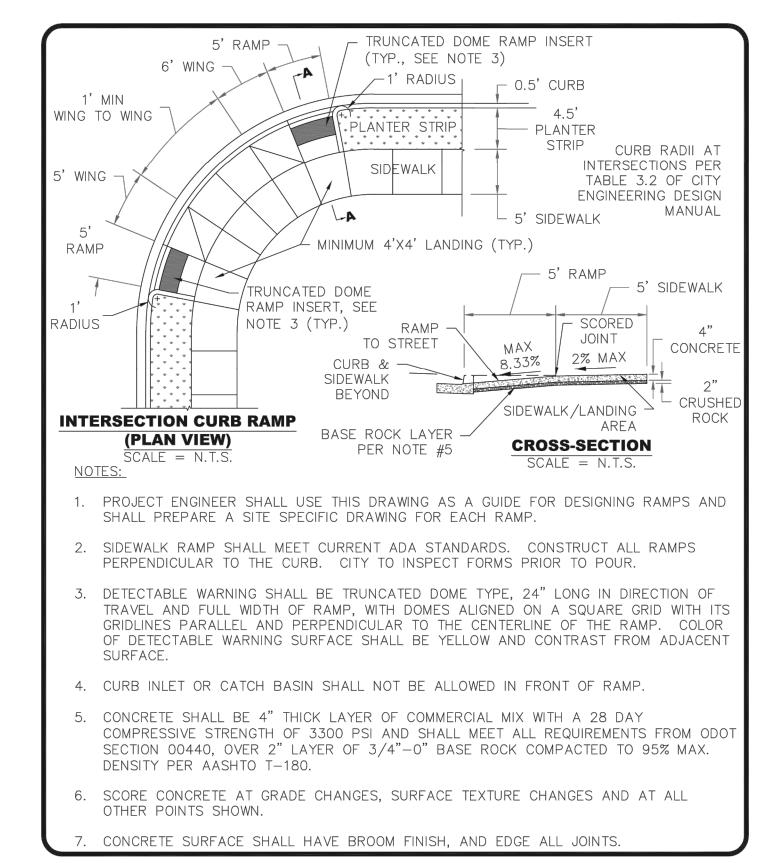


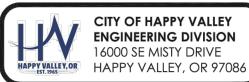
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2020 STREET IMPROVEMENTS PROJECT CIP-02-20 GENERAL CONSTRUCTION NOTES JOB NUMBER **19882.00** SHEET NAME P1988NOTES SHEET **20** OF **23**

½" DENSE HMAC – PG 64–22 TOP LIFT ASPHALT ½" DENSE HMAC FOR 2" BASE LIFT ASPHALT OR 3" BASE LIFT ASPHALT OR 3" BASE LIFT ASPHALT (SEE NOTE 4) ½" DENSE HMAC FOR 2" BASE LIFT ASPHALT (SEE NOTE 4) ½" DENSE HMAC FOR 3" BASE LIFT ASPHALT (SEE NOTE 4) ½" O" CRUSHED AGGREGATE LEVELING COURSE 1½"-0" CRUSHED AGGREGATE BASE ROCK COURSE WOVEN SUBGRADE GEOTEXTILE FABRIC UNDISTURBED NATIVE SUBGRADE STREET FUNCTIONAL CLASSIFICATION HMAC CLASSIFICATION PRIVATE 2 PRIVATE 0 PRIVATE 0 PRIVATE 0 PRIVATE 0	FACE OF CURB STREET WIDTH 1" RADIUS AC PAVEMENT AC PAVEMENT AC PAVEMENT AC PAVEMENT A A A AC PAVEMENT A A A AC PAVEMENT A A A AC PAVEMENT A A A A A A A
LOCAL2PG64-222"2"2"8"YESNEIGHBORHOOD3PG64-222"2"2"9"YESCOLLECTOR3PG64-222-1/2"2-1/2"3"9"YESARTERIAL3PG64-222-1/2"2-1/2"4"10"YESNOTES:1.MATERIALS AND PLACEMENT OF THE HOT MIXED ASPHALT CONCRETE (HMAC) SHALL CONFORM TO THE REQUIREMENTS DELINEATED IN SECTION 00744 OF THE ODOT/APWA,	STANDARD VERTICAL CURBNOTES:1. VERTICAL CURB MAY BE USED AT MEDIANS AND MEDIAN PLANTING STRIPS, OR IN REPLACEMENT OF DAMAGED EXISTING VERTICAL CURBS.2. CONCRETE SHALL BE COMMERCIAL MIX WITH A 28-DAY COMPRESSIVE STRENGTH OF 3300 PSI AND SHALL MEET ALL REQUIREMENTS FROM ODOT SECTION 00440.
 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, EXCEPT AS MODIFIED BY THE CITY AND/OR APPROVED BY CITY ENGINEER. 2. THE TOP LIFT OF HMAC SHALL BE PLACED PRIOR TO CITY FINAL ACCEPTANCE OF PUBLIC INFRASTRUCTURE IMPROVEMENTS. 3. CRUSHED AGGREGATE USED FOR BASE ROCK AND LEVELING COURSE SHALL CONFORM TO THE REQUIREMENTS DELINEATED IN SECTION 02630 – BASE AGGREGATE, OF THE ODOT/APWA, OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION. MAXIMUM MOISTURE DENSITY BY AASHTO T-180 ASTM D-1557 AS SPECIFIED. 	 CONSTRUCT EXPANSION JOINTS AT 200' MAXIMUM SPACING, AND AT POINTS OF TANGENCY, AND AT ENDS OF EACH DRIVEWAY. EXPANSION JOINT MATERIAL SHALL BE PREFORMED FILLER NOT LESS THAN ½" WIDE AND SHALL MEET ALL REQUIREMENTS FROM ODOT SECTION 00759. CONTRACTION JOINTS SHALL HAVE: A. SPACING OF NOT MORE THAN 15 FEET. B. DEPTH OF JOINT OF AT LEAST 1½".
 4. ½" DENSE HMAC MAY BE USED IN-LIEU-OF ¾" DENSE HMAC FOR THE BASE LIFT OF ASPHALT. 5. PAVEMENT DESIGN SHALL BE BASED ON SITE SPECIFIC CONDITIONS. THE ABOVE PAVEMENT SECTIONS REPRESENT THE MINIMUM THICKNESS AFTER COMPACTION 	 BASE ROCK SHALL BE ¾"-O", COMPACTED TO 95% OF MAXIMUM DENSITY PER AASHTO T-180. BASE ROCK SHALL BE TO SUBGRADE OF STREET STRUCTURES OR 4", WHICHEVER IS GREATER, AND SHALL EXTEND 12" BEHIND CURB. WEEP HOLES ARE NOT ALLOWED THROUGH THE CURB.
	HALT SECTION E/SUB-BASE
	An Engineering P'D Services Company 4500 Kruse Way, Suite 250 Lake Oswego, OR 97035 p. 503.597.3222 f. 503.597.7655 Civil Structural Planning Survey paceengrs.com

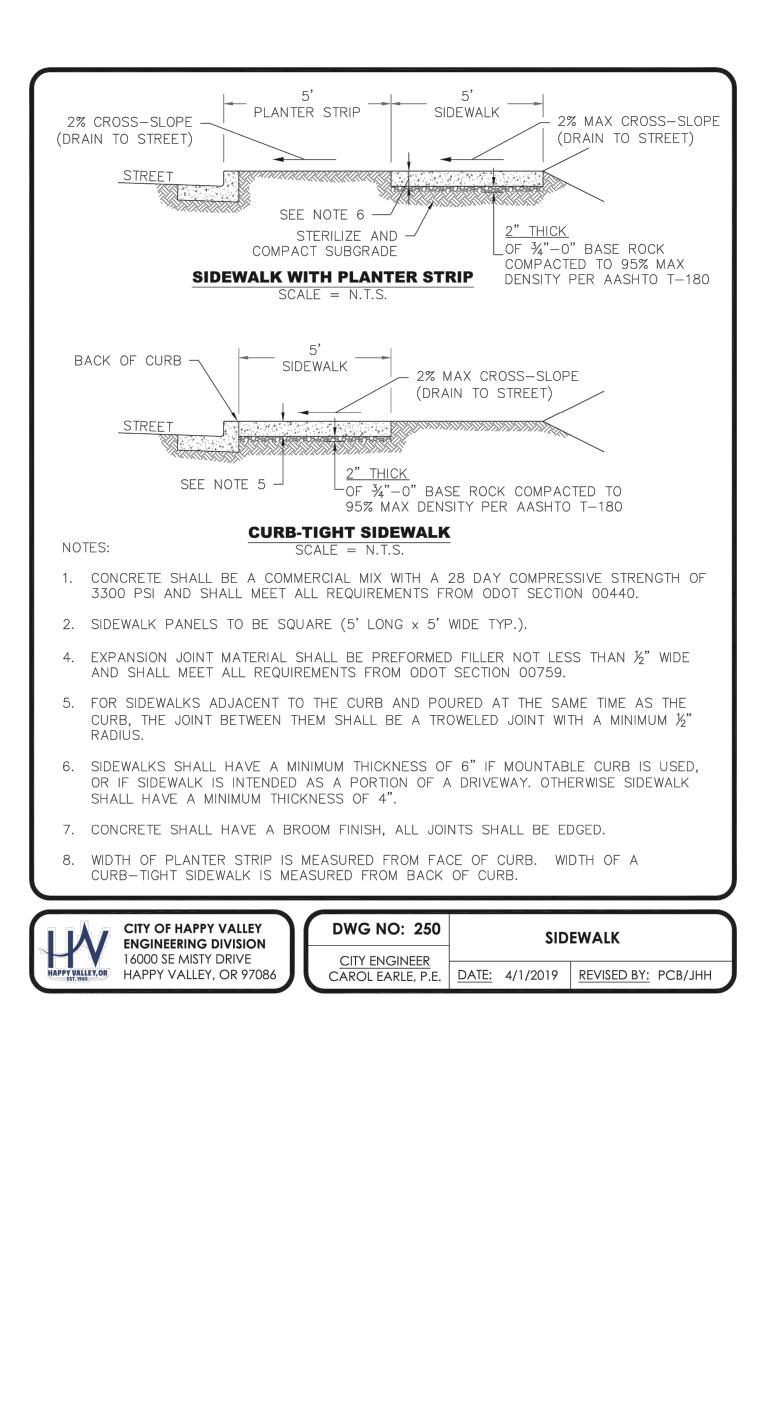






DWG NO: 245 CURB RAMPS CITY ENGINEER CAROL EARLE, P.E. DATE: 4/1/2019 REVISED BY: PCB/JHH





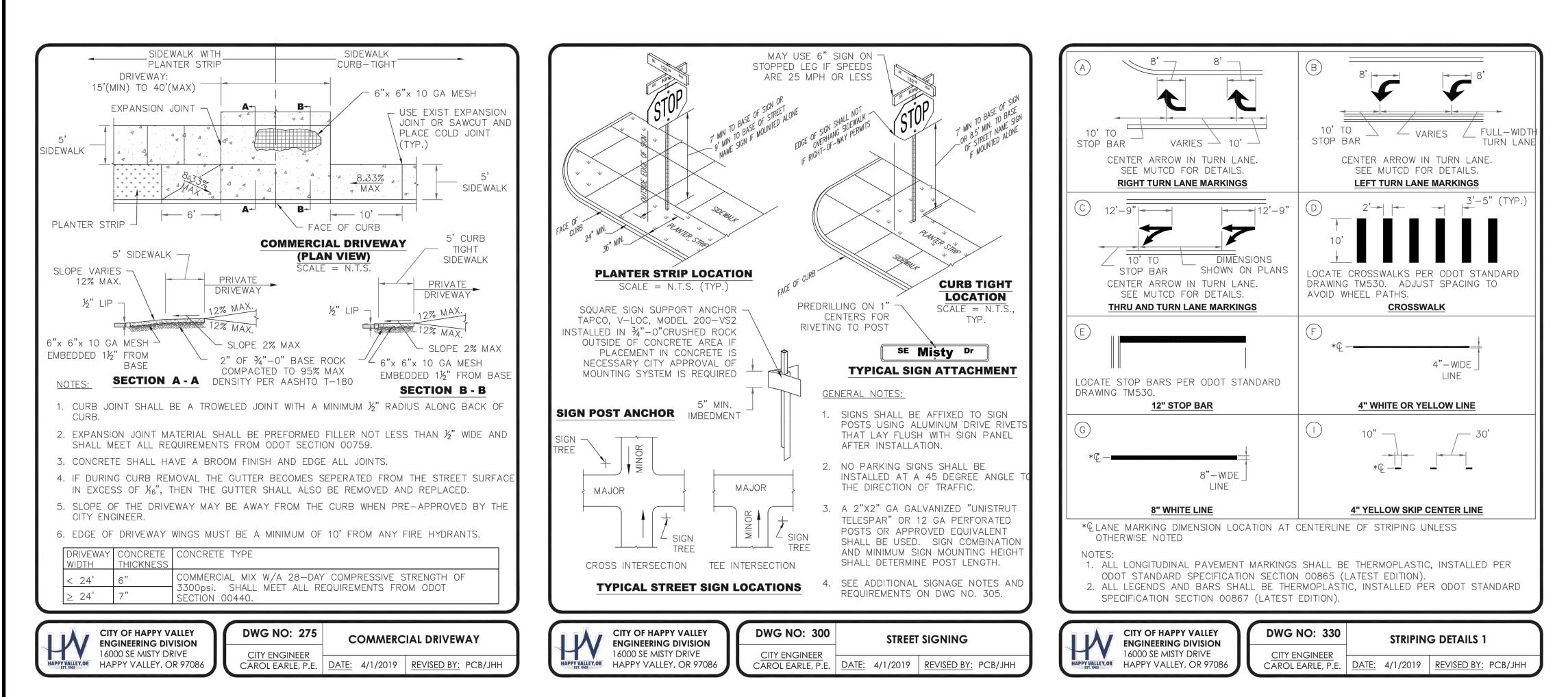


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2020 STREET IMPROVEMENTS	PROJECT
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SHEET	NAME	P1988N0	TES
SHEET	21	OF	23

STANDARD DETAILS

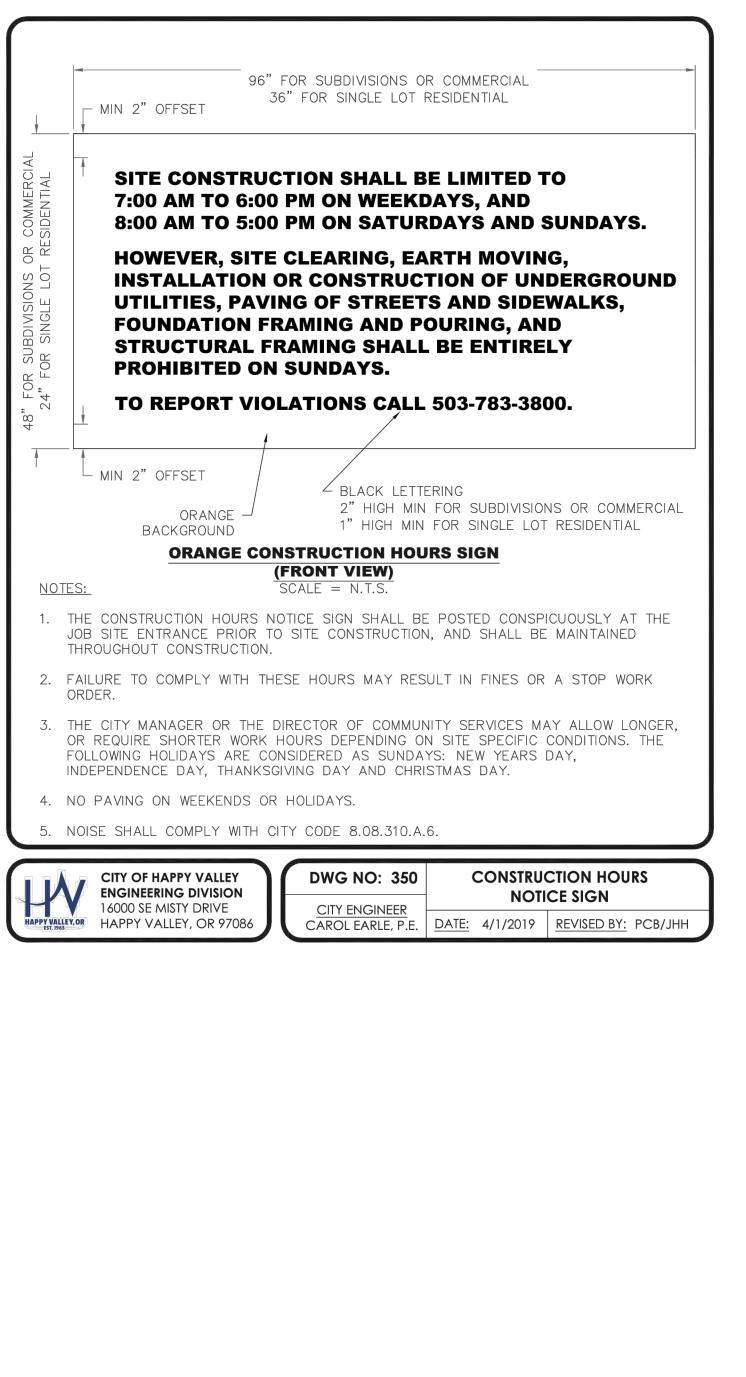


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	JS		REVISED PER CITY COMMENTS	4/20	MA	BL	An Engineering
		SYM	REVISION	DATE	BY	APP'D	Services Company

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AVAN D.
RENEWS: 12/31/2020

2020 STREET IMPROVEMENTS PROJECT	JOB N
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	SHEET

JOB N	JMBER		
1	9882	2.00	
SHEET	NAME	P1988N	DTES
SHEET	22	OF	23

CEMENT-TREATMENT EROSION CONTROL NOTES:

- DO NOT PERFORM CEMENT-TREATED BASE (CTB) APPLICATION WITHIN 72 HOURS PRIOR TO PREDICTED RAINFALL PER NATIONAL WEATHER SERVICE.
- CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE CEMENT DUST GENERATION INTO AIR. 2

EROSION/SEDIMENTATION/POLLUTION CONTROL NOTES:

- CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLTION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.
- THE IMPLEMENTATION OF THESE ESC PLANS AND CONSTRUCTION, MAINTENANCE, REPLACEMENT AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED BY THE LOCAL JURISDICTION, AND VEGETATION/LANDSCAPING IS ESTABLISHED. THE
- OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE AFTER THE PROJECT IS ACCEPTED. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THIS PLAN SHALL BE CLEARLY MARKED IN THE FIELD 3 PRIOR TO CONSTRUCTION. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE BEYOND THE CLEARING LIMITS SHALL BE PERMITTED. THE MARKINGS SHALL BE MAINTAINED BY THE APPLICANT/CONTRACTOR FOR THE DURATION OF CONSTRUCTION.
- THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND 4 GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS OR VIOLATE APPLICABLE STANDARDS.
- THE ESC FACILITIES SHOWN ON THIS PLAN ARE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. DURING CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS TO ENSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT LEAVE THE SITE.
- THE ESC FACILITIES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTEAINED AS NECESSARY TO 6 ENSURE THEIR CONTINUED FUNCTIONING. CONTRACTOR IS REQUIRED TO KEEP WRITTEN INSPECTION LOGS.
- AT NO TIME SHALL THE SEDIMENT BE ALLOWED TO ACCUMULATE MORE THAN 1/3 THE BARRIER HEIGHT. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATIONS SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM SYSTEM.
- STABILIZED GRAVEL ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO ENSURE THAT ALL PAED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
- STORM DRAIN INLETS, BASINS AND AREA DRAINS SHALL BE PROTECTED UNTIL PAVEMENT SURFACES ARE ARE COMPLETED AND/OR VEGETATION IS RE-ESTABLISHED.
- PAVEMENT SURFACES AND VEGETATION ARE TO BE PLACED AS RAPIDLY AS POSSIBLE. 10
- SEEDING OR HYDRO-SEEDING SHALL BE PERFORMED NO LATER THAN SEPTEMBER 1 11
- 12 IF THERE ARE ESPOSED SOILS OR SOILS NOT FULLY ESTABLISHED FROM OCTOER 1ST THROUGH APRIL 30TH, THE WET WEATHER EROSION PREVENTIONMEASURES WILL BE IN EFFECT. SEE THE EROSION PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL (CHAPTER 4) FOR REQUIREMENTS.
- THE OWNER SHALL REMOVE ESC MEASURES WHEN VEGETATION IS FULLY ESTABLISHED 13
- 14 ALL EROSION CONTROL MEASURES SHALL COMPLY WITH LOCAL, STATE AND FEDERAL REGULATIONS.
- INSTALL WATTLES OR BIOBAGS AROUND EDGE OF EXPOSED BASE FOR SIDEWALK & ADA RAMP WORK AREAS. 15

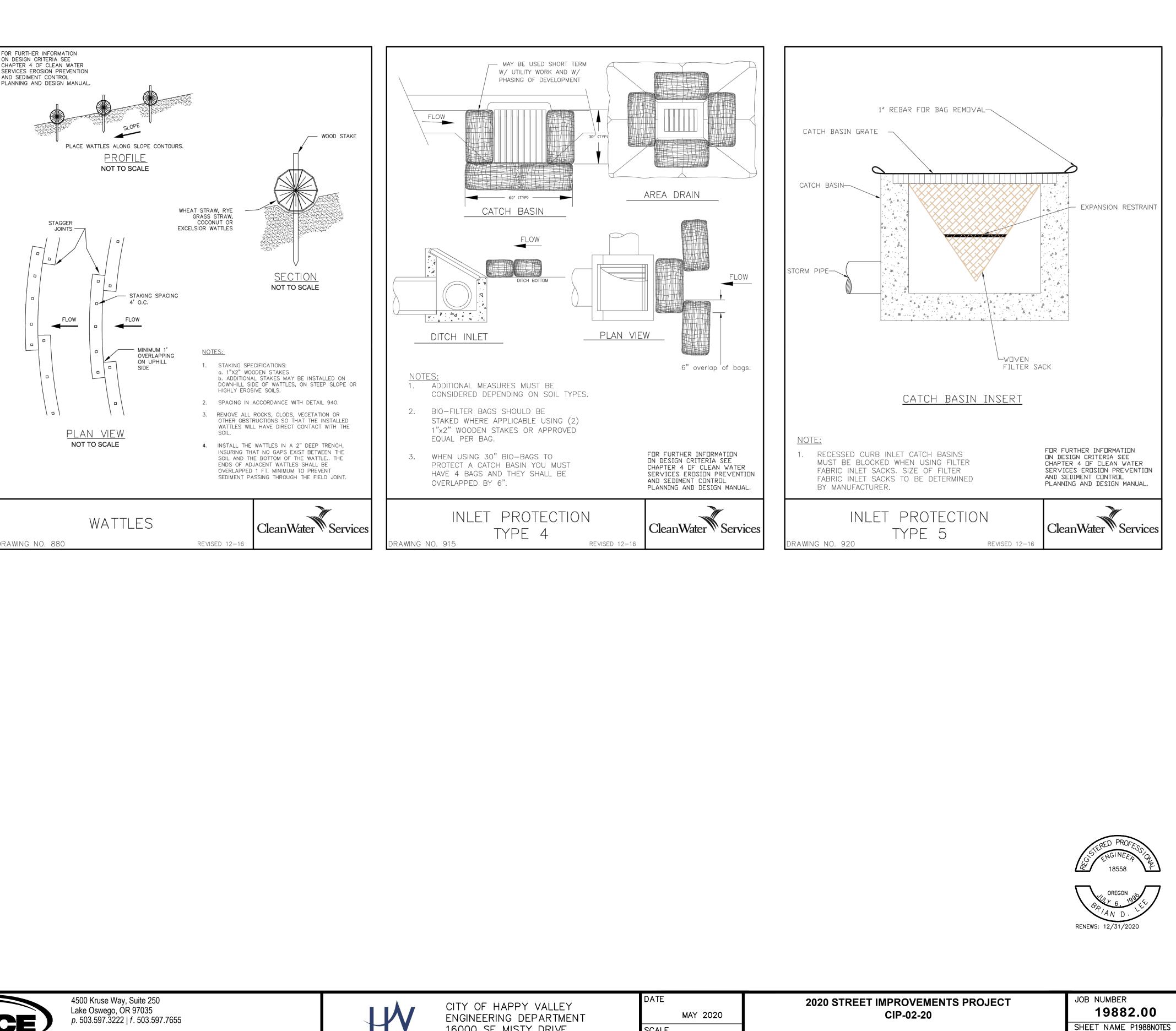
INSPECTION AND MAINTENANCE

- INSPECT DAILY ON ACTIVE SITES, ONCE EVERY TWO WEEKS ON INACTIVE SITES, AND WITHIN 24 HOURS FOLLOWING A 0.5 INCH RAIN EVENT.
- IMMEDIATELY REPAIR ANY DAMAGE. 2
- REMOVE ACCUMULATED SEDIMENT ONCE IT HAS REACHED 1/3 THE BARRIER HEIGHT OR A MAXIMUM OF 10 INCHES, WHICH EVER IS LESS.
- INSPECT FOR CHANNEL FORMATION PARALLEL TO THE FENCE, WHICH INDICATES THAT THE GEOTEXTILE IS ACTING AS 4 A FLOW BARRIER.
- REPLACE DETERIORATED OR CLOGGED GEOTEXTILE.
- CHECK FOR UNDERCUTTING OR PIPING UNDER FENCE.

TEMPORARY GRASSES AND PERMANENT VEGETATIVE COVER

- TEMPORARY GRASS COVER MEASURES MUST BE FULLY ESTABLISHED BY NOVEMBER 1 OR OTHER COVER MEASURES WILL HAVE TO BE IMPLEMENTED UNTIL ADEQUATE GRASS COVERAGE IS ACHIEVED. TO ESTABLISH AN ADEQUATE GRASS STAND FOR CONTROLLING EROSION BY NOVEMBER 1, IT IS RECOMMENDED THAT SEEDING AND MULCHING OCCUR BY SEPTEMBER 1. (ANY SEEDING PLANNED AFTER SEPTEMBER 1 MUST BE PRE-GERMINATED GRASS SEED.)
- HYDROMULCH SHALL BE APPLIED WITH GRASS SEED AT A RATE OF 2000 LB/ACRE ON SLOPES STEEPER THAN 10 PERCENT, HYDROSEED AND MULCH SHALL BE APPLIED WITH A BONDING AGENT (TACKIFIER). APPLICATION RATE AND METHODOLOGY TO BE IN ACCORDANCE WITH SEED SUPPLIER RECOMMENDATIONS.
- SEEDING-RECOMMENDED EROSION CONTROL GRASS SEED MIXES SHALL FOLLOW SEEDING GUIDELINES AS PER CLACKAMAS COUNTY WES EROSION PREVENTION PLANNING & DESIGN MANUAL. SIMILAR MIXES DESIGNED TO ACHIEVE EROSION CONTROL MAY BE SUBSTITUTED IF APPROVED BY JURISDICTION.
- FERTILIZATION FOR GRASS SEED IN ACCORDANCE WITH SUPPLIER'S RECOMMENDATIONS.
- WATERING-SEEDING SHALL BE SUPPLIED WITH ADEQUATE MOISTURE TO ESTABLISH GRASS.
- SUPPLY WATER AS NEEDED, ESPECIALLY IN ABNORMALLY HOT OR DRY WEATHER OR ON ADVERSE SITES. WATER APPLICATION RATES SHOULD BE CONTROLLED TO PROVIDE ADEQUATE MOISTURE WITHOUT CAUSING RUNOFF.
- RE-SEEDING AREAS WHICH FAIL TO ESTABLISH GRASS COVER ADEQUATE TO PREVENT EROSION SHALL BE RE-SEEDED AS SOON AS SUCH AREAS ARE IDENTIFIED, AND ALL APPROPRIATE MEASURES TAKEN TO ESTABLISH ADEQUATE COVER
- AT THE END OF SITE CONSTRUCTION, PAVING APPROVED PERMANENT SITE LANDSCAPING OR ESTABLISHMENT OF A HEALTHY STAND OF GRASS (OR ALTERNATIVE VEGETATION AS APPROVED) MUST OCCUR PRIOR TO REMOVAL OF SITE EROSION CONTROL MEASURES.

DESIGNED _	BL						
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CHECKED	JS		REVISED PER CITY COMMENTS	4/20	MA	BL	An Engineering
		SYM	REVISION	DATE	BY	APP'D	Services Company



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FOR FURTHER INFORMATION ON DESIGN CRITERIA SEE

STAGGER

FLOW

DRAWING NO. 880

AND SEDIMENT CONTROL





EROSION & SEDIMENT CONTROL NOTES & DETAILS

SHEET 23 OF 23