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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, OR 97086 503.783.3800 phone

## ACKNOWLEDGEMENT OF RECEIPT RETURN RECEIPT FORM

Project Title:	129 <sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING (CIP-11-22)				
Firm Name:					
Address:					
	Street Address	City and State	Zip		
Phone:		Fax:			
Contact Name	:	Email:			
I would like to	receive any subsequent adde	nda via email.			
	<b>5</b> ,	disclaimer, instructions, and all c ne City of Happy Valley's web pa			
I hereby attest	t that this information, to the	best of my knowledge, is valid ar	nd correct.		
Signature:		Date:			
Next Step:	When you have completed th	nis form, please send it to the fol	lowing email:		

**Email:** plans-engineering@happyvalleyor.gov



## **BID BOOKLET & CONTRACT DOCUMENTS**

**FOR THE** 

## 129<sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING CIP-11-22

HAPPY VALLEY, OREGON

## **JANUARY 2023**

ENGINEERING DIVISION
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)

Friday, January 6, 2023

LAST DATE TO PROTEST SPECIFICATIONS

Tuesday, January 24, 2023 at **4:00 PM** 

(7 DAYS PRIOR TO BID OPENING)

**BID OPENING** 

Tuesday, January 31, 2023

at 2:00 PM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE

Tuesday, January 31, 2023 at 4:00 PM

NOTICE OF INTENT TO AWARD

WITHIN FOURTEEN (14) DAYS OF **DATE OF BID OPENING** 

LAST DATE TO PROTEST AWARD

**SEVEN (7) DAYS AFTER NOTICE OF INTENT TO AWARD** 

## IN PARTNERSHIP BETWEEN:



Harper HHPR Houf Peterson Righellis Inc.

**Location:** 16000 SE Misty Drive

**Location:** 205 SE Spokane Street, Suite 200

Happy Valley, OR 97086 **Telephone:** (503) 783-3800

Portland, OR 97202

**Fax:** (503) 658-5174

**Telephone**: (503) 221-1131 Email: RobertJ@hhpr.com

**Website:** Happyvalleyor.gov

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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

## 129<sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING (CIP-11-22)

PUBLIC BID OPENING...... Tuesday, January 31, 2023 at 2:00 PM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE...... Tuesday, January 31, 2023 at 4:00 PM

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

This project generally includes undergrounding overhead utilities along 1470 feet of 129<sup>th</sup> Avenue and 500 feet of King Road within the City of Happy Valley, Oregon.

Construction must be completed no later than **Friday, September 1, 2023.** Once construction has begun, the contractor must reach substantial completion within **120** days of commencing.

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 <a href="https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements">https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements</a>

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 **2:00 PM** on the **Date of Public Bid Opening**.

Sealed bids are to be sent to **Sally Curran, P.E.**, **City Engineer**, 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
Sally Curran, P.E.
City Engineer

NOTICE IS DATED January 6, 2023, and published as of this date on:

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

## **CONTACT INFORMATION FOR QUESTIONS**

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

Sally Curran, P.E., City Engineer, 503 886.8415, (<a href="mailto:sallyc@happyvalleyor.gov">sallyc@happyvalleyor.gov</a>)
or
Bob Balgos, P.E., Senior Engineer, 503.886.8495, (<a href="mailto:bbalgos@happyvalleyor.gov">bbalgos@happyvalleyor.gov</a>)

### **By Certified Mail:**

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

## **BID DOCUMENTS**

# BID PROPOSAL BID SCHEDULE FIRST-TIER SUBCONTRACTOR FORM BID BOND



# BID PROPOSAL 129<sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING CIP-11-22

Submitted by:			
Address:			
Date:	, 2023	Phone number:	
Federal Tax I.D. N	Iumber or Social Security Number:		

The undersigned, as a bidder, declares that he has carefully examined the location of the worksites, that he has examined *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 **129**<sup>TH</sup> **AVENUE & KING ROAD UTILITY UNDERGROUNDING (CIP-11-22)** in accordance with the said *Specifications* herein for the bid prices set forth in the *"Bid Schedule"* 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 *Standard Terms and Conditions*; *Special Conditions*; *Plans and Specifications*; and all State and Federal Provisions as applicable.

- **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 self-insured 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 i Bond will be:	s awarded a Contract on thi	s Proposal, the surety who will provide the <u>Per</u>	<u>formance</u>
			, whose
address is:			
Contractor s	shall check if in compliance:		
	Drug Testing Requiremen	t, as defined in ORS 279C.505	
Contractor s	shall check applicable box:		
	Resident Bidder	As defined in ORS 279A.120	
	Non-Resident Bidder	Resident State:	
CONSTRUCTION	ON CONTRACTOR REGISTRA	ATION	
licensed with Contractors E	the Oregon Construction Co	re received or considered by the City unless the ontractors Board and, if applicable, the State L 171.530. The undersigned states that the bidd Contractors Board:	andscape
Workers' Con	np Insurance Company:	tion Date:	<del></del>
		the corporation submitting this proposal; n this proposal as principals; are as follows:	or of the
Name		Title	
Name		Title	

## (If Sole Proprietor or Partnership)

In witness hereto, the unde	ersigned has set his (its) hand	this
	day of	, 2023
Name of Firm		
Signature of Bidder		
	(If Corporation	1
In witness whereof, the un its duly authorized officers		used this instrument to be executed b
	day of	, 2023
Name of Corporation		
Ву	 Title	

## 129th Avenue & King Road Utility Undergrounding BID SCHEDULE January 3, 2023

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	
Part 00	100 - Gen	eral Conditions	T				
1	01960	EXTRA WORK AS AUTHORIZED	FA	1	\$ 50,000.00	\$ 50,000.00	
Part 002	Part 00200 - Temporary Features and Appurtenances						
2	00210	MOBILIZATION	LS	1	\$	\$	
3	00221	TEMPORARY TRAFFIC CONTROL, COMPLETE	LS	1	\$	\$	
4	00280	EROSION CONTROL	LS	1	\$	\$	
Part 003	300 - Roa	dwork					
5	00305	CONSTRUCTION SURVEY WORK	LS	1	\$	\$	
6	00320	CLEARING AND GRUBBING	LS	1	\$	\$	
Part 004	400 - Drai	nage and Sewers					
7	00405	BOULDER EXCAVATION	CY	20	\$	\$	
8	00490	ADJUSTING BOXES	EACH	10	\$	\$	
9	00495	A.C. TRENCH RESURFACING	SQYD	1,053	\$	\$	
Part 00	500 - Brid	ges and Walls					
10	00596B	SEGMENTAL BLOCK WALLS	LS	1	\$	\$	
Part 000	600 - Base	es					
11	00641	AGGREGATE BASE	CY	20	\$	\$	
Part 007	700 - Wea	ring Surfaces					
12	00759	CONCRETE WALK	SF	1,462	\$	\$	
13	00759	CONCRETE DRIVEWAYS	SF	400	\$	\$	
Part 008	800 - Pern	nanent Traffic Safety and Guidance Devi	ces				
14	00865	RESTORE PAVEMENT MARKINGS	LS	1	\$	\$	
Part 009	900 - Pern	nanent Traffic Control and Illumination S	ystems				
15	00905	REMOVAL AND RELOCATION OF EXISTING SIGN	LS	1	\$	\$	
16	00970	POLE FOUNDATIONS	LS	1	\$	\$	
17	00970	SWITCHING, CONDUIT, AND WIRING	LS	1	\$	\$	
Part 010	Part 01000 - Right of Way Development and Control						
18	01040	2" CALIPER STREET TREE	EACH	1	\$	\$	
19	01040	ROOT BARRIER	LF	60	\$	\$	
20	01070	REMOVE AND REPLACE EXISTING MAILBOX	EACH	5	\$	\$	

BID S	129th Avenue & King Road Utility Undergrounding BID SCHEDULE January 3, 2023					
21	01080	PRIVATE UTILITY CONVERSION PROPERTY 1	LS	1	\$	\$
22	01080	PRIVATE UTILITY CONVERSION PROPERTY 2	LS	1	\$	\$
23	01080	PRIVATE UTILITY CONVERSION PROPERTY 3	LS	1	\$	\$
24	01080	PRIVATE UTILITY CONVERSION PROPERTY 4	LS	1	\$	\$
25	01080	PRIVATE UTILITY CONVERSION PROPERTY 5	LS	1	\$	\$
26	01080	PRIVATE UTILITY CONVERSION PROPERTY 8	LS	1	\$	\$
27	01080	PRIVATE UTILITY CONVERSION PROPERTY 9	LS	1	\$	\$
28	01080	PRIVATE UTILITY CONVERSION PROPERTY 10	LS	1	\$	\$
29	01080	PRIVATE UTILITY CONVERSION PROPERTY 11	LS	1	\$	\$
30	01080	PRIVATE UTILITY CONVERSION PROPERTY 12	LS	1	\$	\$
31	01080	PRIVATE UTILITY CONVERSION PROPERTY 13	LS	1	\$	\$
32	01080	PRIVATE UTILITY CONVERSION PROPERTY 14	LS	1	\$	\$
33	01080	PRIVATE UTILITY CONVERSION PROPERTY 16	LS	1	\$	\$
34	01080	PRIVATE UTILITY CONVERSION PROPERTY 17	LS	1	\$	\$
35	01080	PRIVATE UTILITY CONVERSION PROPERTY 18	LS	1	\$	\$
36	01080	PRIVATE UTILITY CONVERSION PROPERTY 19	LS	1	\$	\$
Part 01	100 - Wate	er Supply Systems				
37	01150	RELOCATE BACKFLOW PREVENTION ASSEMBLY	EACH	1	\$	\$
Part 01	300 - Misc	cellaneous Utility Systems				
38	01310	2 INCH GREY SCHEDULE 40 PVC CONDUIT FOR POWER	FOOT	2,967	\$	\$
39	01310	3 INCH GREY SCHEDULE 40 PVC CONDUIT FOR POWER	FOOT	2,334	\$	\$
40	01310	4 INCH GREY SCHEDULE 40 PVC CONDUIT FOR POWER	FOOT	4,443	\$	\$
41	01310	6 INCH GREY SCHEDULE 40 PVC CONDUIT FOR POWER	FOOT	8,050	\$	\$
42	01310	2 INCH FIBERGLASS CONDUIT BEND FOR POWER	EACH	13	\$	\$
43	01310	3 INCH FIBERGLASS CONDUIT BEND FOR POWER	EACH	21	\$	\$
44	01310	4 INCH FIBERGLASS CONDUIT BEND FOR POWER	EACH	27	\$	\$
45	01310	6 INCH FIBERGLASS CONDUIT BEND FOR POWER	EACH	50	\$	\$
46	01310	5106 VAULT FOR POWER	EACH	4	\$	\$

SID S	n Aven SCHED ry 3, 2023		rgroun	ding		
47	01310	1730 VAULT FOR POWER	EACH	7	\$	\$
48	01310	816 VAULT FOR POWER	EACH	1	\$	\$
49	01310	4250-2125-TRANSPAD-PGE	EACH	3	\$	\$
50	01310	644 PADVAULT FOR POWER	EACH	4	\$	\$
51	01310	4 INCH GREY SCHEDULE 40 PVC CONDUIT FOR FRANCHISE UTILITIES	FOOT	1,300	\$	\$
52	01310	JUNCTION BOX	EACH	14	\$	\$
53	01310	JOINT TRENCH AND BACKFILL, UNDER PAVEMENT	FOOT	1,000	\$	\$
54	01310	JOINT TRENCH AND BACKFILL, UNDER NATIVE BACKFILL	FOOT	952	\$	\$
55	01310	SECONDARY JOINT TRENCH AND BACKFILL, UNDER PAVEMENT	FOOT	1,181	\$	\$
56	01310	SECONDARY JOINT TRENCH AND BACKFILL, UNDER NATIVE BACKFILL	FOOT	663	\$	\$
					Total BID	

Total BID in words	
Printed Name/Company	
Ciamatura	
Signature	

# 129<sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING CIP-11-22

## **BIDDER'S CHECKLIST**

Due at	Bid Opening
	Signed Bid Schedule Indication of Resident/Non-Resident Bidder in Bid Proposal Bid Bond Signed Addendum(s)
Due Tv	vo (2) Working Hours After Bid Closing Time
	First Tier Subcontractors Form
Due or	n Date of Bid Opening
	Proof of Prequalification



## FIRST-TIER SUB-CONTRACTOR DISCLOSURE FORM

PROJECT NAME:	129 <sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING (CIP-11:				
BID OPENING:	Date: _	Tuesday, January 31, 2023	Time:	2:00 PM	

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 <u>MUST</u> 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 "NONE" 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 129<sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING CIP-11-22

KNOW ALL MEN BY THESE PRESENTS	5, that we	
	(Name of Co	ontractor)
as Principal, hereinafter called the P	rincipal, and	
a corporation, duly authorized to do	a general surety business in Orego	n, as SURETY, and
jointly and severally held and bound		
	(Name of Ol	oligee)
as Obligee, hereinafter called the Ob	ligee, in the sum of	Dollars
(\$), for the payr Principal and the said Surety, bid our assigns, jointly and severally, firmly b	rselves, our heirs, executors, admin	
WHEREAS, the Principal has submitte	ed a bid for	
NOW, THEREFORE, if the Obligee sha into a Contract with the Obligee in a bonds as may be specified in the bid for the faithful performance of such furnished in the prosecution thereof Contract and give such bond or bond to exceed the penalty hereof betwe for which the Obligee may in good fa by said bid, then this obligation shall	ccordance with the terms of such be liding or Contract Documents with a Contract and for the prompt payments, or in the event of the failure of the distribution, if the Principal shall pay to the cent of the amount specified in said big ith contract with another party to pay the contract with another pay the contract with a contra	oid, and give such bond or good and sufficient surety nent of labor and materia he Principal to enter such Obligee the difference not d and such larger amount perform the Work covered
Signed and sealed this	day of	, 2023.
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 Special Provisions and the 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/employers/Pages/prevailing-wage-rates.aspx and is titled as:

**Current Edition of "Prevailing Wage Rates for Public Works Contracts"** 

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 PERFORMANCE GUARANTEE

Project Title:	_
Land Use/Project Number:	_
Bond Number:	_
We,	as Principal ("Principal"), and , a corporation organized under the State of
and authorized to transact surety but ointly and severally bind ourselves, our respective heirs, executors, as of Happy Valley, Oregon ("City" and/or "Obligee"), for payment of amount of	
	s described in Exhibit A. The improvements will be
constructed according to and consistent with final construction plans ap  As a condition of the final approval of said improvements by City, Print	

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.

Page 1 of 3 Performance Guarantee Rev. 03/13/2019

Initials /

City	Principal	Surety or Attorney-in-Fact
Printed Name of Authorized City Signatory	Printed Name of Principal or Authorized Signatory	Printed Name of Authorized Surety or Attorney-in-Fact Signatory
Title	Title	Title
Signature of Authorized City Signatory	Signature of Principal or Authorized Signatory	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
<u>-</u>	Telephone Number	Telephone Number
-	Email Address	Email Address

## Exhibit A

	1



# PAYMENT BOND 129<sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING CIP-11-22

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, an 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 the day of	, 2023
LITE FRINCIFAL HEICH, UII LITE LAV UI	, 2023

entered into it contract with the OBLIGEE which contract documents consist of the "Invitation to Bid", the Proposal, Bid Schedule and Subcontractor Form", the "Bid Bond", the "Performance Guarantee and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", "the Plans, Drawings and Exhibits", and the "Contract For Services 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, the part	ies hereto have caused this bond to b	e executed in
, this	day of	, 2023
	(CEAL)	
PRINCIPAL	(SEAL)	
WITNESSES:		
		(SEAL)
SURETY		

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:
We, as Principal ("Principal") a, a corporation organized under the State and authorized to transact surety business in the State of Oregon, as Surety ("Surety
hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns until the City of Happy Valley, Oregon, ("City"), for payment of this guarantee in the amount [\$
herein.
Principal constructed certain public or onsite improvements for a project known  ("Project") which improvements were constructed consistent with fit construction plans approved by the City. As a condition of City's approval of said Project, Principal agreed to warrantee.
that the construction, as described in Exhibit A, is and will remain free from defects in materials and workmanship for 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 obligation 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 workmansh for a period of months, and Principal has not corrected the defects within thirty (2 business days of receiving City's notice of the defect, City is entitled to the funds payable under this guarantee up 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 deem necessary by City to complete the work. Payment to City shall be made within thirty (30) business days of have received written demand for said funds from City. Alternatively, City may request Surety use funds payable under 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 Suret obligation on this guarantee is non-assignable without written consent from the City.

City	Principal	Surety or Attorney-in-Fact	
Printed Name of Authorized City Signatory	Printed Name of Principal or Authorized Signatory	Printed Name of Authorized Surety or Attorney-in-Fact Signatory	
Title	Title	Title	
Signature of Authorized City Signatory	Signature of Principal or Authorized Signatory	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	

## Exhibit A



# CONTRACT FOR SERVICES 129<sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING CIP-11-22

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

## 129<sup>TH</sup> AVENUE & KING ROAD UTILITY UNDERGROUNDING CIP-11-22 (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>

- (1) 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 for **PROJECT**.
- (2) 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.

- **(3)** The CONTRACTOR certifies that, at present, he or she, if an individual is not a CITY, or Federal employee.
- (4) 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

- (1) 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/employers/Pages/prevailing-wage-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).
- (2) 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:**

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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. **SUBCONTRACTS:**

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:

- (1) 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
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- **(6)** 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, September 1, 2023.

Once construction on the project has begun, the contractor must reach substantial completion within

120 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 shall be \$500 for every fifteen minutes (rounded to the nearest one quarter hour) after 5:00 PM that any street is not drivable and will be charged without prior authorization.

\*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 bonds in the amount of 100% of the contract price at the time of execution of the contract. The surety company furnishing this bond 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 guarantee 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 surety bond, which it covers. City forms shall be used for the Performance 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. City forms shall be used for the Maintenance Guarantee.

#### IX. TERMINATIONS AND AMENDMENTS:

- (1) The CITY may terminate this contract for cause or if sufficient funds are not appropriated for the completion of this project.
- (2) This contract and any amendments thereto will not be effective until approved in writing by the City of Happy Valley.
- (3) 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	
Telephone / Fax Number		Sally Curran, City Engineer	
Federal Tax ID Number			

# **STANDARD SPECIFICATIONS**

## **STANDARD SPECIFICATIONS**

The general conditions for this project are the 2021 Oregon Standard Specifications for Construction and are further modified and supplemented by Special Provisions, Supplemental Specifications, project plans, and other references including, but not limited to, the City of Happy Valley Engineering Design and Standard Details Manual.

2021 Oregon Standard Specifications for Construction can be found at: <a href="https://www.oregon.gov/odot/Business/Specs/2021">https://www.oregon.gov/odot/Business/Specs/2021</a> STANDARD SPECIFICATIONS.pdf

City of Happy Valley Engineering Design and Standard Details Manual can be found at: <a href="https://www.happyvalleyor.gov/business/engineering-division/design-manual-details/">https://www.happyvalleyor.gov/business/engineering-division/design-manual-details/</a>

All above referenced documents are hereby incorporated into and made a part of these Contract Documents in their entirety.

# STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS FOR ROADWAY AND HIGHWAY CONSTRUCTION CITY OF HAPPY VALLEY, OREGON

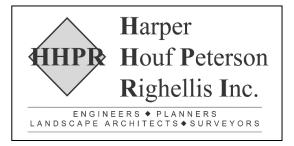
129<sup>™</sup> Avenue & SE King Road Utility Undergrounding

CIP-11-22

**JANUARY 2023** 

**BID SET** 

# Prepared by:





Expires 6/31/2023

The plans and specifications have been prepared by a multi-discipline team. The following is a general list of the firm's responsibilities and the sections of plans and specifications that each firm prepared:

**Harper Houf Peterson Righellis Inc.** – General Civil Engineering Plans including utility undergrounding and relocations plans. HHPR compiled the specification booklet and provided input or information related to special provisions for the abovementioned sections of work.

**DKS Associates** – Temporary traffic control and street lighting.

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#### INFORMATION PROVIDED UNDER SEPARATE COVER

- 129<sup>TH</sup> AVE. & KING RD UTILITY UNDERGROUNDING (CIP-11-22) HAPPY VALLEY, OREGON BID SET DRAWINGS
- BID SCHEDULE

#### OTHER DOCUMENTS AVAILABLE FOR DOWNLOAD FROM FTP SITE:

FTP site: 129th & King Undergrounding - Additional Documents

- Project CAD files
- Private Utility Designs or Records PGE LAYOUTS AND STREET LIGHTING
- Other available Private Utility Relocation Drawings

#### SPECIAL PROVISIONS

#### **WORK TO BE DONE**

The Work to be done under this Contract includes, but is not inclusive of the following 129<sup>th</sup> Avenue & King Road Utility Undergrounding Project (CIP-11-22) in the City of Happy Valley:

- 1. Install new conduits and vaults for the placement of existing overhead PGE facilities underground including street lighting.
- 2. Provide joint trench for other utilities located on utility poles
- 3. Relocate existing water system backflow preventor
- 4. Provide meter base conversions at residential homes to convert from overhead service connection to underground service connection.
- 5. Perform additional and Incidental Work as called for by the Specifications and Plans.

#### **APPLICABLE SPECIFICATIONS**

The Specifications that are applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions.

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

The following general notes apply to the entirety of the referenced 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.
- Delete all references to Doc Express. The City of Happy Valley uses email communications.

#### **CLASS OF PROJECT**

This is a City of Happy Valley Funded Project. No federal or state funds.

# SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

- ODOT Construction Section Qualified Products List (QPL) www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
   www.oregon.gov/ODOT/ETA/Documents\_Geometronics/Construction-Survey-Manual-Contractors.pdf
- ODOT Traffic Control Plans Unit www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx

#### **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.

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

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

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

Financial Guarantee – Method of providing a means of assurance work will be completed or the funds will be available to complete work if Contractor is unable to do so. Financial Guarantees could be in the form of a bond, cash deposits, bank set aside or other acceptable methods approved by the City.

Name of Project Engineer, Bobby Jacobson, PE; Project Manager, Dan Houf, P.E., Harper Houf Peterson Righellis Inc.. Phone: (503) 221-1131; email: Robertj@hhpr.com; Dan@hhpr.com

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

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.

Plan Holder's – Potential Bidder who have provided the City with a "Return Receipt" form requesting to be placed on a list of plan holders.

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

Substantial Completion – The work or specified parts of the work which are sufficiently complete, in accordance with **OAR 812-002-0740**, such that they can be utilized by the City for the purposes intended as determined by the Engineer.

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

#### **SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES**

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

**00120.00 Prequalification of Bidders** – Delete verbiage in this sub-section and replace with the following:

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 pre-qualification must be submitted to the City prior to Notice to Proceed.

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.

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

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:

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

**00120.05 Request 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 (<a href="https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/">https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/</a>) for downloading.

**00120.15** Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Add the following paragraph to the end of this sub-section:

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.

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.

**00120.30 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 prior to the opening of bids and will post an Addenda to the City's website at: <a href="https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/">https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/</a>.

Bidders who have provided a completed "Return Receipt" form to the City will be placed on the Plan Holders List. Although it is the intent of the City to notify all Plan Holders of Addenda, it is the responsibility of Plan Holders to check the website for changes.

Bids opened and found not to be based on the changes or corrections may be considered non-responsive.

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:

Sally Curran, P.E., City Engineer
Happy Valley City Hall
16000 SE Misty Drive, Happy Valley, OR 97086
(503) 886-8414
sallyc@happyvalleyor.gov

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.

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

a) Bid Documents - Bidders must submit their proposals on the proposal form provided in the Bid Document. 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 emailed to each person or firm recorded by the City Engineer as having received the Bid Documents and will be available for inspection on the City's website <a href="https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements">https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements</a>.

- b) Financial Guarantee 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.
- c) Disclosure of First-Tier 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.

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 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.

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.

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

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 **Sally Curran**, **P.E.**, **City Engineer**, at City Hall as listed in Section 00120.30.

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.

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.

**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:

Revised Bids - Bid revision(s) are allowed after an original submission only if prior to the bid opening date/time. Revision must be in a sealed envelope and signed by an authorized individual. Revisions must be complete replacement of original submittal and include bid schedule, bid guarantee, signature page, addendum and all other documents required for submittal.

Withdrawn 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.

**00120.65 Opening and Comparing Bids** – Add the following paragraph to the end of this sub-section:

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.

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

- d) 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.
- e) Mistakes Discovered After Bid Closing but Before Award This subsection 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 subsection and replace with the following:

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 accept or reject a contract awarded to him or her 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.

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

- 1) The Bid Schedule used for the Bid provided is not the one provided in the Bid Documents or has been 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 in which on or 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 unit price cannot be determined.
- 8) The Agency finds it is in the public interest to do so (**ORS 279.035**).
- 9) The bid guaranty is insufficient or improper.
- 10) The original 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.
- 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 City determines that any Pay Item is significantly unbalanced to the potential detriment of the City.

**00120.90 Disqualification of Bidders** – Add the following paragraph to the end of this subsection:

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.

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

#### **SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

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

**00130.10 Award of Contract** – Starting at the paragraph that states, "The Agency will provide Notice of Intent to Award on the ODOT procurement Office..." remove this and remainder of section and replace with the following:

The Agency will post the Notice of Intent to Award on the City webpage at https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/

The Award will not be final until the later of the following:

Three working days after the Notice of Intent to Award has been posted.

• The Agency has provided a written response to each timely protest, denying the protests and affirming the Award or as written in a mutual agreement

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder written notice of acceptance and Award in the form of a Notice of Award.

Notice of Award and Contract booklet ready for execution will be sent within **30 Calendar Days** of the opening of Bids.

Resident & Non-Resident Bidders - 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 Depart 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.

**00130.15 Right to Protest Award** – Delete verbiage in this subsection and replace with the following:

The *Notice of Intent to Award* by the City 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.

#### 00130.40 Contract Submittals

(a) **Performance and Payment Bonds** – Delete verbiage in this sub-section and replace with the following:

The Contractor will be required to file with the City Performance and Labor and Material Payment bonds in the amount of 100% of the contract price at the time of execution of the

contract. The surety company furnishing this bond 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 surety bond, which it covers. AIA forms may be used for the Performance and Labor and Material Payment bonds.

#### **(g) Maintenance Bond** – Add this sub-section and the following specifications:

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 Bond or other acceptable for of Financial 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.

**00130.50 Execution of Contract and Bonds** – Add the following paragraph to the end of this sub-section:

#### (a) By the Bidder –

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.

#### **SECTION 00140 - SCOPE OF WORK**

Comply with Section 00140 of the Standard Specifications.

#### **SECTION 00150 - CONTROL OF WORK**

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

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

The Contractor shall perform the Contractor responsibilities described in the *Construction Surveying Manual for Contractors*, Chapter 1.6 (see Section 00305).

**00150.30 Delivery of Notices** - Delete verbiage in this sub-section and replace with the following:

Written notices to the Contractor by the Engineer of the Agency will be delivered: By Email.

Notices shall be considered as having been received by the Contractor: At time of receipt.

Written notices to the Engineer or the Agency by the Contractor shall be delivered to the Agency email address shown in the Contact Information for Questions.

Notices will be considered as having been received by the Agency: At time of receipt.

For purposes of this sub-section, the time zone used to determine time of receipt of notices and other documents will be Pacific Standard Time (PST) and non-business days are Saturdays, Sundays and legal holidays as defined by **ORS 187.010** and **187.020**.

Claims must be submitted according to Section 00199.

00150.35 Plans, 3D Engineered Models, Working Drawings, and 3D Construction Models - Delete the sub-section in its entirety.

**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 City.

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 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 City, 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 City. The City 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 City. Representations for which liability is not expressly assumed by the City in the Contract shall be deemed only for the information of the contractor.

**00150.50(c)** Contractor Responsibilities – Replace the bullet that begins "Protect from damage or disturbance any Utility that remains..." with the following bullet:

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

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

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

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

 In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

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

 Hold a Utility scheduling meeting and monthly Utility coordination meetings (see also 00180.42)

Add the following subsection:

**00150.50(g) Utility Information (Anticipated Relocations):** The organizations listed in Table 00150-2 may be adjusting Utilities within the limits of the Project during the period of the Contract with relocation Work estimated to be completed by the following dates and times:

Table 00150-2

Subsection	Utility	Contact Person's Name, Address, Email, and Phone Number	Estimated Completion Date
00150.50(g)(1)	NW Natural	Jeremy Lorence 220 NW Second Avenue Portland, OR 97209 (503) 781-4467 Jeremy.Lorence@nwnatural.com	Concurrent with construction
00150.50(g)(2)	Portland General Electric - Power	Jim McLean Portland General Electric, 3700 SE 17th Ave., Portland, OR 97202 (503) 736-5437 Jim.McLean@pgn.com	Concurrent with construction

00150.50(g)(3)	Portland General Electric - Lighting	Rico Torres Solis 209 Warner Milne Rd Oregon City, OR 97045 (503) 403-9084 Rodrigo.solis@pgn.com	Concurrent with construction
00150.50(g)(4)	Clackamas County Water Environment Services	Nick Degliantoni 150 Beavercreek Road Oregon City, OR 97045 (503) 742-4632 ndegliantoni@co.clackamas.or.us	Concurrent with construction
00150.50(g)(5)	Comcast Communications	Robert Baley, 7900 NE Killingsworth St, Portland, OR 97218 (503) 348-5610 Robert_Baley@comcast.com	Concurrent with construction
00150.50(g)(6)	Ziply Fiber	John Bielec 4155 SW Cedar Hills Blvd Beaverton, OR 97005 (503) 626-2386 John.bielec@ziply.com	Concurrent with construction
00150.50(g)(7)	Verizon Wireless	Daniel Ruiz (503) 350-3251 daniel.ruiz@verizonwireless.com	Concurrent with construction
00150.50(g)(8)	Sunrise Water Authority	Joe Hepburn 10602 SE 129th Ave Happy Valley OR, 97086 (503) 820-2376 jhepburn@sunrisewater.com	Concurrent with construction

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

#### (1) (NW Natural) - "Gas Utility":

The Contractor shall notify the Gas Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the gas pipeline.

The Contractor shall notify the Gas Utility in writing, with a copy to the Engineer, 28 Calendar Days before the Contractor is scheduled to begin performing Work that conflicts with gas main or service line. After the Gas Utility receives the notification, the Contractor shall then allow the Gas Utility 28 Calendar Days to schedule and complete the relocation and adjustment Work before the Contractor begins performing Work that conflicts with gas main or service line.

In the event of an emergency, and in addition to the calls required by the Utilities notification system, the Contractor shall call:

Northwest Natural Gas 1-800-882-3377

#### (2) (Portland General Electric - Power) - "Power Supplier":

PGE power improvements include installation, relocation, and removal of existing poles and adjustment of power lines. Close coordination with PGE by the Contractor is critical to the completion of the project within the project timeline. PGE crews can be expected to be onsite during the duration of the project. PGE will complete installation of new aerial poles/wires and complete any aerial adjustments to new or existing facilities.

PGE power improvements are included with the Contract Work. PGE will pull cable, energize, remove existing aerial spans, and remove (or top) poles.

The Contractor shall notify the Power Supplier(s) in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the power line(s).

The Contractor shall notify the Power Supplier in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of PGE's underground conduit and vault system, as approved by the Engineer. Once the PGE facilities are accepted by PGE, then the Contractor shall work with PGE to start the Private Meter Conversion process. It is estimated that PGE will require approximately 60 days to transfer overhead wires to the newly installed PGE facilities. Private Meter Conversions timeframe is not included in the 60 days.

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

#### (3) (Portland General Electric - Lighting) - "Power Supplier":

PGE lighting improvements are included with the Contract Work. PGE will install light poles and luminaires, pull cable, and energize.

The Contractor shall notify the Power Supplier(s) in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the power line(s).

The Contractor shall notify the Power Supplier in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of PGE's underground lighting system, as approved by the Engineer. PGE will then work to install the new light poles and pull and wire for the new streetlight poles and luminaires. It is the Contractor's responsibility to coordinate with PGE lighting until the Illumination is fully functional.

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

#### (4) (Water Environment Services) - "Sewer Facility":

The Contractor shall notify the Sewer Facility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Sewer facilities.

#### (5) (Comcast Communications) - "Telecommunication Utility":

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Telecommunication Utility facilities.

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of joint trench excavation. After the Contractor has completed this Work or 14 Calendar Days after the Telecommunication Utility receives the notification, whichever occurs later, the Contractor shall then allow the Telecommunication Utility 60 Calendar Days to schedule and complete the relocation and adjustment Work.

#### (6) (Ziply Fiber) - "Telecommunication Utility":

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Telecommunication Utility facilities.

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of joint trench excavation. After the Contractor has completed this Work or 14 Calendar Days after the Telecommunication Utility receives the notification, whichever occurs later, the Contractor shall then allow the Telecommunication Utility 60 Calendar Days to schedule and complete the relocation and adjustment Work.

#### (7) (Verizon Wireless) - "Telecommunication Utility":

Verizon Wireless does not have existing utilities on the project, however they may be installing conduit and structures in the joint trench for new construction.

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of joint trench excavation. After the Contractor has completed this Work or 14 Calendar Days after the Telecommunication Utility receives the notification, whichever occurs later, the Contractor shall then allow the Telecommunication Utility 60 Calendar Days to schedule and complete the relocation and adjustment Work.

#### (8) (Sunrise Water Authority) - "Water Utility":

The Contractor shall notify the Water Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Water Utility facilities.

The Contractor shall notify the Water Utility in writing, with a copy to the Engineer, 28 Calendar Days before the Contractor is scheduled to begin performing Work that conflicts with a water meter service. After the Water Utility receives the notification, the Contractor shall then allow the Water Utility 28 Calendar Days to schedule and complete the relocation and adjustment Work before the Contractor begins performing Work that conflicts with a water meter service.

#### (9) (Clackamas Fiber) - "Telecommunication Utility":

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, at least 14 Calendar Days before beginning Work within 10 feet of the Telecommunication Utility facilities.

The Contractor shall notify the Telecommunication Utility in writing, with a copy to the Engineer, 14 Calendar Days before the Contractor's estimated completion of joint trench excavation. After the Contractor has completed this Work or 14 Calendar Days after the Telecommunication Utility receives the notification, whichever occurs later, the Contractor shall then allow the Telecommunication Utility 60 Calendar Days to schedule and complete the relocation and adjustment Work.

There will be no delay claims associated with the utilities. The timeframes shown above within this section are for generally planning and coordination. The overall schedule for relocation work is dependent upon the Contractor's installation schedule and coordination with the Utilities. The Contractor may wish to contract directly with utilities other than PGE to install conduits and junction boxes in the joint trench. If the Contractor does not contract directly with the Utility, then they shall work cooperatively with the Utility companies' contractor to ensure all facilities are installed within the Joint Trench and coordinate all of the work.

**00150.70 Detrimental Operations** – Add the following specifications to the end of this subsection:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed or damaged by the Contractor's operations as determined to be such by the Engineer, 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 video file showing private property which may be disturbed during construction.

#### **SECTION 00160 - SOURCE OF MATERIALS**

Comply with Section 00160 of the Standard Specifications 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 Costs of Testing** – Delete verbiage in this sub-section and replace with the following:

All required materials testing will be considered incidental to the bid item for which is being tested. (e.g. Asphalt for an asphalt bid item, rock for a rock bid item, concrete for a concrete item, etc.). No additional payment will be made for any required materials testing.

**00160.30** Agency-Furnished Material - Add the following to the end of this subsection:

The Agency will furnish the listed items at the following locations:

Street Light Foundations - Old Castle (For PGE), 28499 SW Boberg Rd., Wilsonville, OR 97070, 503-682-2844

**00160.40 Agency-Furnished Sources** - Add the following paragraph after the paragraph that begins "The Agency may list in the...":

Agency-Furnished Sources for this Project are listed in Section 00235 of the Special Provisions.

Add the following section:

**00160.90 Requirement for Materials on Hand** - Before any joint trench work on the project can start, the Contractor must certify that they have all the materials on hand. The Contractor must also obtain a written statement from all utilities above that they have all materials on hand for the project prior to the Contractor starting the work on the Joint Trench. This includes conduits, junction boxes, lids, vaults, etc. The intent is to avoid any delays associated with supply chain issues.

The Contractor may be reimbursed for Materials on Hand per the requirements of Section 00195 and any other relevant sections in the Contract.

#### **SECTION 00165 - QUALITY OF MATERIALS**

Comply with Section 00165 of the Standard Specifications.

#### **SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

**00170.00 General** - Replace the paragraph that begins "The Contractor shall comply with all laws, ordinances, ..." with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

**00170.01 Other Agencies Affecting Agency Contracts** – Add the following specifications to the end of this sub-section:

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.

**00170.02 Permits, Licenses, and Taxes** – Add the following specifications to the end of this sub-section:

This project is to be constructed in City of Happy Valley road right of way and streets. The contractor shall have a current business license with the City of Happy Valley.

The contractor shall provide paperwork showing that all trucks are current with Public Utility Commission (PUC) paperwork which include maximum load limits.

**00170.03 Furnishing Right-of-Way and Permits** – Delete this sub-section in its entirety.

A completed Right-of-Way Permit will be required. Contractor to provide their contact information and signature. Permit will include the traffic control plan the Contractor will be required to follow. The fee for this permit will be waived.

**00170.08 Electronic Document Management** – Delete verbiage in this sub-section and replace with the following:

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Engineer and Agency via email unless hard copy format are specifically requested. Only documents submitted by the Contractor and recorded as received will be considered valid. Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

**(b) Digital Signatures and Requirements** – Delete the verbiage in this subsection and replace with the following:

Digital signatures for documents are permitted after the Notice To Proceed has been issued.

The electronic signature resource used by the City is DocuSign™. All progress payments,

change orders and other documents requiring signatures will utilize this platform.

**00170.10 Required Payments by Contractors** – Delete paragraph (g) Paid Summary Report.

- **170.61** Industrial Accident Protection Delete last phrase in
  - (a) Workers' Compensation, "...by 00170.70(d)", and replace with the following:

...by "Contract for Services" agreement.

**00170.65 Minimum Wage and Overtime Rates for Public Works Projects** – Add the following specifications to the end of this sub-section:

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 bid will be in compliance with the provisions of **ORS 279C.800** through **ORS 279C.870**. 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.

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

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

Add the following as Additional Insured under the Contract:

- City of Happy Valley and its officers, agents, and employees
- Harper Houf Peterson Righellis, its officers, agents, employees and subconsultants
- Submit Additional Insured Endorsements with the Certificate(s) of Insurance on forms acceptable to the City.

**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
- Harper Houf Peterson Righellis, its officers, agents, employees and subconsultants

**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 acceptance of the maintenance bond unless it is determined during the maintenance period that additional warranty is required for replaced materials, equipment, etc..

#### **SECTION 00180 - PROSECUTION AND PROGRESS**

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

**00180.06 Assignment of Funds Due Under the Contract** – Delete the first bullet item in this sub-section.

**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.

**00180.30 Materials, Equipment, and Work Force** - Add the following paragraph to the end of the subsection:

ORS 279C.537 (Oregon House Bill 2007 (2019), Sections 17, 18 and 18a) applies to the Contract. The ORS 279C.537 requirements include but are not limited to the requirement that at least 80 percent of the total fleet of motor vehicles powered by diesel engines and equipment powered by nonroad diesel engines used on the site and in the course of performing the Contract must be (a) motor vehicles powered by model year 2010 or newer diesel engines and (b) equipment powered by nonroad diesel engines, whether or not capable of being powered by alternative fuel, that meet or exceed United States Environmental Protection Agency Tier 4 exhaust emission standards for nonroad compression ignition engines (ORS 279C.537(2)). ORS 279C.537(4) contemplates the Oregon Department of Environmental Quality (DEQ) will establish minimum standards and that ODOT, the Oregon Department of Administrative Services and the Oregon Department of Justice will adopt administrative rules (considering the DEQ minimum standards). When those administrative rules are promulgated and effective, the Contractor shall fully comply with the requirements of the administrative rules ODOT deems applicable, which as provided in ORS 279C.537(4)(c) may be required as an alternative to the requirements of ORS 279C.537(2).

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

(a) In General – Add the following bulleted items:

- Limit construction to Monday through Friday to eliminate the need for overtime work. Limit hours of construction-related activity to between 8:00 AM to 5:00 PM Monday through Friday. Construction-related activities include all field maintenance of equipment, refueling, and pick-up and delivery of equipment and asphalt concrete pavement repairs. Application of asphalt concrete pavement is further limited, see below
- Paved streets must be drivable (as defined in 00706 of these Special Provision) and open to traffic not later than 5:00 PM, incremental liquidated damages may be applied due to inconveniencing the public.
- Any damage to streets resulting from Contractor's failure to comply with the limitations provided above shall be repaired by the Contractor in a manner acceptable to the Engineer.
- Any repairs necessary due to vehicles driving through the work zone will be made and paid for by the contractor. No additional cost will be incurred by the City.
- Clean up the project area and leave it in a neat safe and secured manner at the end of each workday this includes, but is not limited to street sweeping, removal of temporary traffic control signs, and equipment removed from the street
- Provide the City Project Manager with a 24-hour contact person name and telephone number.

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Trash Restrictions	00220.40
Closed Lanes	00220.40(e)(1)
Special Events	. 00220.40(e)(2)(b)
Limited Duration Road Closure	00220.40(f)
Noise Control	00290.32
Maintenance Under Traffic	00620.43

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

**00180.41 Project Work Schedules** - After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

**00180.42** Preconstruction Conference - Add the following to the end of this subsection:

Before beginning On-Site Work and before the preconstruction conference, the Contractor shall conduct a Utility scheduling meeting with representatives from the Utilities involved with this Project and with the Engineer. The Contractor shall incorporate the time needs of the Utilities into the Contractor's schedule submitted at the preconstruction conference.

The Contractor shall submit a written Utility Coordination Report to the Engineer not later than seven Calendar Days after the Utility scheduling meeting. The Utility Coordination Report shall:

- · Identify each specific Utility;
- Identify Utility contact names and numbers;
- Identify dates for Utility scheduling for the entire Project;
- · Contain documents showing that the Contractor has accomplished Utility locates; and
- Contain documents showing that Utility locates, along with applicable construction activities, have been reviewed and discussed on-site with Utility representatives.

The Contractor shall hold bi-weekly Utility coordination meetings with Utilities and the Engineer to coordinate Project activities with Utilities and on-going Utility relocation work. The Contractor shall hold bi-weekly Utility coordination meetings in the office or in the field, as appropriate. The Utility coordination meetings shall include, but not be limited to:

- Detailed discussions of existing and abandoned Utilities,
- Detailed discussions of de-energizing and re-energizing service lines,
- Detailed discussions of critical locations for potholing of Utilities,
- · Detailed discussions of Project activities, and
- Detailed discussions of on-going Utility relocations in upcoming Project activity areas.

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

The Contractor shall plan and schedule all Utility adjustment operations well in advance of On-Site Work. When the Contractor becomes aware of Utility conflicts not previously identified, the Contractor shall notify the applicable Utilities in writing the same Calendar Day. The Contractor shall allow Utilities at least 20 Calendar Days to relocate (adjust) the Utility conflicts not previously identified.

#### 00180.50(h) Contract Time - There are two Contract Times on this Project as follows:

(1) The Contractor shall complete all Work to be done under the Contract, except for Private Utility Conversions, not later than 120 Calendar Days after Notice to Proceed. This includes installation of joint trench, conduits, and vaults within the public ROW and surface restoration. This work includes having the entire utility system installed per the plans and

ready for the utilities to start placing overhead utilities in the conduits that have been installed.

(2) The Contractor shall complete all Work to be done under the Contract, including all Private Utility Conversion and all punch list item work, no later than **September 1**<sup>st</sup>, **2023**.

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

• Each Private Property along the corridor that requires new underground conduits and meter conversion work will have to sign a Permit of Entry (POE). The City will attempt to solicit the POE from the Property owners prior to Construction. However, the Contractor must follow up with the property owners who have not returned the POE's to see if they are willing to sign. If the Property owners are not willing to sign after multiple inquires, then the Contractor and Engineer will work with City and Utilities for an alternative to undergrounding the services line, such as installing a new utility pole at the Right of Way Line to feed the individual overhead service to the structure.

#### 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 finds that the job site contains any unresolved safety issues, they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

#### 00180.85 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:

There shall be liquidated damages given in the following paragraphs (a) and (b):

- (a) Complete all work in the public ROW installing joint trench, conduits, vaults and complete surface restoration as noted in Section 00180.50 (h) (1) within **120 calendar days of Notice to Proceed**. The daily amount of liquidated damages will be \$500
- (b) Complete all work to be done under the Contract by **Friday**, **September 1**, **2023**. The daily amount of liquidated damages will be \$500

If liquidated damages should become payable concurrently under any combination of (a) and (b) above, the daily maximum amount of liquidated damages will be \$1,000.

Add the following subsection:

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

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

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

Add the following subsection:

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

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

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

#### **SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

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

**00190.20(a) General -** Replace the paragraph that begins "Unless otherwise provided in the Contract, Pay ..." with the following paragraph:

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

**00190.20(f)(1) Scale with Automatic Printer** - Replace the paragraph that begins "If the scales have an automatic weigh memo printer ..." with the following paragraph:

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

**00190.20(f)(2) Scale Without Automatic Printer** - Replace the sentence that begins "The Contractor shall inform the Engineer of ..." with the following sentence:

The Contractor shall inform the Engineer of its intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer.

#### **SECTION 00195 - PAYMENT**

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

**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 B" is the City-preferred form 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 City incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the City may recover such costs from the Contractor by a reduction of the final payment.

#### (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 City until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

#### **SECTION 00196 - PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the Standard Specifications.

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

Comply with Section 00197 of the Standard Specifications.

#### SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows:

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** – 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.

#### **SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications modified as follows:

**00210.40 Mobilization** – Remove the fourth bullet point and add the following items to the end of this section:

- Pre-construction Visual Survey.
- Installation of Agency Standard project identification signs and removal at end of project.

#### SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

Protect pedestrians in pole base excavation areas by placing approved covers over all
pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on
either side of the excavated area, facing pedestrian traffic, or place covers and
barricades as directed.

**00220.03(a) Over-Dimensional Vehicle Restrictions** - Replace this subsection, except subsection number and title, with the following:

When the Project restricts the width, length, height, or weight of vehicles through a work zone or detours trucks around a work zone, fill out and submit a completed copy of the "Highway Restriction Notice - Size and/or Weight" form (Form No. 734-2357), available from the ODOT Oregon Trucking Online website (see 00110.05(e)), at least 35 Calendar Days before the restriction or detour takes effect.

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

#### 1) SE 129th Avenue between SE Scott Creek Ln and 200' south SE King Rd

**Flagging Operation –** One traffic lane on SE 129<sup>th</sup> Avenue under flagger controlled may be closed during the following times:

- Daily, Monday through Friday, between 8:00 a.m. and 5:00 p.m.
- Saturday, between 8:00 a.m. and 5:00 p.m. with pre-approval

# 2) SE King Rd between SE Melita Dr and SE Gateway Dr. SE 129th Avenue between SE King Rd and 200' south of King Rd

**Flagging Operation –** One traffic lane on SE 129<sup>th</sup> Avenue and SE King Rd under flagger controlled may be closed during the following times:

Daily, Monday through Friday, between 8:00 a.m. and 5:00 p.m.

- Saturday, between 8:00 a.m. and 5:00 p.m. with pre-approval
- Nightly, Sunday night through Saturday Night, between 9:00 p.m. and 6:00 a.m.

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

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

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

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

**00221.06 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.

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
  - o Hoodview Disposal, (503) 668-8300
  - o Sunset Garbage, (503) 774-4122
  - o Waste Management, 800-808-5901
- All impacted residents and businesses

Additional notifications shall be required for rescheduled work.

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

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

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

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

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

#### SECTION 00222 - TEMPORARY TRAFFIC CONTROL SIGNS

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

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

- At least ten Calendar Days prior to the start of work, place a "SIDEWALK OPEN" (CW11-3) sign in advance of each end of the Work Area. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade, or on a single-post TSS. Do not place the sign or support such that it narrows the pedestrian pathway to a width less than 4 feet.
- Before starting work, place pedestrian-specific TCM as shown in the TCP, or as directed. Maintain "SIDEWALK OPEN" (CW11-3) signs while work is affecting the pedestrian pathway.
- Place a "PEDESTRIANS ON ROADWAY" (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on SE 129<sup>th</sup> Ave and intersecting streets within the construction limits, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of (A ÷ 2) according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- When construction requires bicycles to use the Traffic Lanes, install a "Bicycle ON ROADWAY" (CW11-1) symbol sign on 1/2 mile spacing through the affected area. Keep the signs in place until completion of the Shoulder or bikeway final surface.

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

Comply with Section 00223 of the Standard Specifications modified as follows:

**00223.31(b) Traffic Control Inspection Without TCS** - Replace the bullet that begins "Prepares and signs a daily "Traffic Control Inspection Report"..." with the following bullet:

Prepares and signs a "Traffic Control Inspection Report" (Form No. 734-2474) upon the
initial installation of TCM and each working day when any modification, removal, or
reinstallation of TCM are made, or as directed by the Engineer. Submit completed reports
to the Engineer no later than the end of the next working day.

#### SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

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

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

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

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

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

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

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

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

#### SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.04 Erosion and Sediment Control Plan - Modify as follows:

The Contractor shall provide an Erosion Control plan and submit to the Engineer for review and approval. The plan shall include a minimum the placement of inlet protection on all inlets with SE 129<sup>th</sup> and King Road and any side streets that receive runoff from the project work area in any manner. The plan shall also include bio-bag protection of the planters installed along SE 129<sup>th</sup> Avenue south of the project limits, and any other measures required to ensure that sediment does not leave the construction site. The erosion control plan must also address any work on Private Property.

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

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

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

**00280.90** Payment – For the paragraph beginning "Item (a) includes:", add the following bullet:

 procurement and installation of all erosion prevention devices and all runoff and sediment control devices as required to provide erosion control or as directed by the Engineer.

#### SECTION 00290 - ENVIRONMENTAL PROTECTION

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

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

Review City of Happy Valley codes and ordinances which describes noise control regulations and limitations of work hours. Site construction shall be limited to 7 AM to 6 PM on weekdays and 8 AM to 5 PM on Saturday's and Sunday's, unless approved by City. Comply with the applicable noise control requirements of the permit for Project Work.

#### SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

**00305.00 Scope** – Add the following to the end of this subsection:

In addition to the requirements of the ODOT Construction Surveying Manual for Contractors, mark the location of the existing ROW prior to trenching and also provide all necessary stakes and control to install all vaults and other features shown in the plan per the location and grades indicated in the plans as per the requirements of the utilities.

#### SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

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

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

#### **SECTION 00320 - CLEARING AND GRUBBING**

Comply with Section 00320 of the Standard Specifications modified as follows:

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

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

**00405.46 (c) (3)** – Add the following at the end of the subsection:

All joint trench within the public roadway within the limits of the existing roadway section of SE 129<sup>th</sup> Avenue and SE King Road, and the crossing of SE Otty Road shall have Class E Backfill or an equivalent section approved by the City of Happy Valley. This is not required in areas under sidewalks, landscape areas, driveways or private property.

#### **00405.41 (d) – Trench Grade** – Add the following:

Trench grade shall be per typical section or spot grades as shown in plan whatever is lower. The project will include a future roundabout, and the trench grade must be low enough for the future construction project. These elevations are reflected on the plans.

#### **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications.

#### **SECTION 00442 - CONTROLLED LOW STRENGTH MATERIALS**

Comply with Section 00442 of the Standard Specifications.

#### **SECTION 00495 - TRENCH RESURFACING**

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

00495.90 Payment - Modify as follows:

Trench Resurfacing will be Paid for Areas under AC Pavement Areas only, as listed in the Bid Schedule as A.C. Trench Resurfacing. All A.C. Trench Resurfacing shall be meet City of Happy Valley Standards.

Trench Resurfacing in areas with Concrete Sidewalk or Concrete Driveways will be paid under Section 00759.

#### **SECTION 00596B - SEGMENTAL BLOCK WALLS**

Comply with Section 00596B of the Standard Specifications.

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

Comply with Section 00641 of the Standard Specifications modified as follows:

**00641.10 Materials** – 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).

#### **SECTION 00744 - ASPHALT CONCRETE PAVEMENT**

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

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

Provide PG 64-22, level 3 HMAC/MWAC Pavement for this Project.

**00744.16 Sampling and Testing** - Replace this subsection, except for the subsection number and title, with the following:

For each 1,000 Tons of placement, have a CAT I perform a minimum of one of each of the following test methods as modified in the MFTP:

- Asphalt Content AASHTO T 308 with ODOT TM 323 determined Calibration Factor
- Gradation AASHTO T 30
- Mix Moisture AASHTO T 329
- Maximum Specific Gravity AASHTO T 209
- Field Compacted Gyratory Specimens ODOT TM 326

When less than 1,000 Tons of mix is placed in a Day, perform a minimum of one series of tests per Day. Provide test results to the Engineer by the middle of the following work shift. The Engineer may waive the requirement for any of AASHTO T 308, AASHTO T 30, AASHTO T 329, and ODOT TM 326 on a daily basis. The Engineer may waive the

requirement for AASHTO T 209 when less than 500 Tons of ACP is placed in a single work shift.

Provide samples or split samples to the Engineer when requested.

**00744.17 Acceptance** - Replace this subsection, except for the subsection number and title, with the following:

If the test result for each mix gradation constituent, asphalt content, and density measurement is within the specification limits, the material will be accepted. If the asphalt content, one or more gradation constituents, or the density measurement are not within the specification limits, the material that is not within the specification limits will be accepted according to 00150.25.

#### **00744.41 Mixing Temperature** - Replace the table with the following:

Туре	Temperature, °F				
	Maximum at Mixer	Minimum Behind Paver			
HMAC	350	240			
WMAC	350	215			

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

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

**00744.49 Compaction** - Replace the paragraph that begins "Determine compliance with..." with the following paragraph:

Determine compliance with density Specifications by random testing of the compacted surface with calibrated nuclear gauges. Determine the density by averaging QC tests performed by a CDT with the nuclear gauge operated in the backscatter mode according to AASHTO T 355 at one random location for each 100 Tons of asphalt concrete placed, but take no less than 10 tests each shift. Do not locate the center of a density test less than 1 foot from the Panel edge. Calculate MAMD according to ODOT TM 305. The Engineer may waive compaction testing requirements when less than 500 Tons of ACP is placed in a single work shift.

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

Comply with Section 00759 of the Standard Specifications modified as follows:

**00759.50(c) Driveways, Walks, and Surfacings** - Replace this subsection, except for the subsection number and title, with the following:

Prevent segregation of the concrete during placement. Strike-off the concrete to the grade shown and float the surface smooth. After the water sheen disappears, edge the joints and remove edging tool marks prior to final finishing. Lightly cross-broom the surface to a uniform texture. Do not trowel joints or edges after brooming surface.

The 24 inch smart level will be used to measure driveway and sidewalk cross slopes on the Pedestrian Access Route.

#### SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 0865 of the Standard Specifications modified as follows:

**00850 Scope**: 'Restore Pavement Markings' shall be defined as the replacement all striping and pavement markings removed with trenching and replace to the existing layout of striping matching color and width and style. Submit a plan to Engineer for approval prior to completion of the work.

**00865.00 Measurement**: Delete and replace with the following:

There will be no measurement of pavement markings:

00865.00 Payment: Delete and replace with the following:

'Restore Pavement Markings' will be paid on a Lump Sum basis. Payment will be payment in full for all providing all materials, equipment, labor and all incidentals to complete the work as required.

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

Comply with Section 00905 of the Standard Specifications.

#### **SECTION 00940 - SIGNS**

Comply with Section 00940 of the Standard Specifications.

#### SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

**00960.01 Regulations**, **Standards**, **and Codes** – Add the following to the end of this subsection:

Provide and install an illumination system satisfying the requirements and standards of Portland General Electric (PGE) Option A. Comply with the requirements of the PGE Statement of Streetlight Installation Responsibilities, latest revision.

**00960.10 Materials** - Add the following to the end of this subsection:

Furnish illumination system electrical materials that are listed on the PGE Approved Street Lighting Equipment list dated January 14, 2021 or latest revision. The list is available at the following website:

https://assets.ctfassets.net/416ywc1laqmd/1SII104royWwABo5gLkhmJ/aac5f473f480b4212bc9e21647276152/Approved Materials List.pdf

**00960.30 Licensed Electricians** - Replace the paragraph that begins "According to the Oregon Administrative Rule ..." with the following paragraph:

According to the Oregon Administrative Rule 918-282-0120(1), no person or entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282.

**00960.46 Service Cabinet and Electrical Energy** - Replace this subsection, except for the subsection number and title, with the following:

Electrical energy is flat-rated. Meter base is not required.

Electrical energy costs will be billed to the Agency for permanent installations.

Table 00960-1 contains Utility contact information to arrange for the Utility to make electrical hookups:

#### Table 00960-1

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
129 <sup>th</sup> /King	PGE	Rico Torres Solis	M3170182
		503.403.9084	
		rodrigo.solis@pgn.com	

#### **SECTION 00970 - HIGHWAY ILLUMINATION**

Replace Section 00970 of the Standard Specifications with the following:

**00970.00 Scope** – In addition to requirements of Section 00960, Section 00962, and Section 02926, install highway illumination according to the following Specifications:

**00970.01 Regulations, Standards, and Codes** - Provide and install PGE street lighting system satisfying the requirements and standards of Portland General Electric (PGE) Option A. Comply with the requirements of the PGE Statement of Streetlight Installation Responsibilities, latest revision available at the time of advertisement.

**00970.02 Materials -** The street lighting system shall be installed under PGE Option A. Foundations will be provided by the Agency for the Contractor to install, see section 00160.30. Provide the materials to install the street light conduits, conduit bends, junction boxes, ground rods, and any other incidental work required for the installation of the street lights required for PGE Option A. Provide all trench excavation, bedding, and backfill for the installation of the street light conduits. Refer to the following website for PGE installation requirements:

https://portlandgeneral.com/builders-new-construction/electric-service-requirements

Furnish illumination system electrical materials that are listed on the PGE Approved Street Lighting Equipment list dated January 14, 2021 or latest revision available at the time of advertisement. The list is available at the following website:

https://assets.ctfassets.net/416ywc1laqmd/1SII104royWwABo5gLkhmJ/aac5f473f480b4212bc9e21647276152/Approved Materials List.pdf

**00970.40 Construction -** Install the conduit according to PGE requirements from the street light junction boxes or poles to the power source. The power source is considered the PGE electrical service point of connection.

The street lighting conduits may be placed in the same trench as other underground utilities provided the appropriate clearances between conduits are provided. Perform trench excavation and backfill with granular material compacted according to PGE requirements.

Notify the Engineer at least 14 Calendar Days before underground work is constructed. The Contractor must receive the Engineer's approval prior to covering underground work. After the Engineer has accepted the street underground system installed by the Contractor, PGE will install the street light poles, luminaire arms, and luminaires, and pull the cable and wires.

Field cutting of conduit bends is not allowed.

Existing streetlights that are to be removed shall be delivered to PGE. Coordinate with the PGE lighting and Engineer to determine the location.

**00970.80 Measurement** - No measurement of quantities will be made for Work performed under this Section.

**00970.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items

Pay Item	Unit of Measurement
(a) Pole Foundations	Lump Sum
(b) Switching, Conduit, and Wiring.	Lump Sum

Item (a) includes installation of pre-cast foundations for lighting poles furnished by the Agency.

Item (b) includes all switches, conduit, cabinets, delineators, junction boxes, and other items required to construct the lighting system as specified. It also includes coordination

with PGE to have the street lights installed and operational. 10% of the payment for Item (b) will be withheld until the street lights are installed and operational by PGE.

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

#### **SECTION 01040 - PLANTING**

Comply with Section 01070 of the Standard Specifications.

#### **SECTION 01070 - MAILBOX SUPPORTS**

Comply with Section 01070 of the Standard Specifications.

#### SECTION 01080 - PRIVATE UTILITY CONVERSIONS

Section 01080, which is not in the Standard Specifications, is included for this project by Special Provision:

**01080.00 Scope** – This work includes the required electrical work to convert an overhead utility electrical line to an underground service lateral. The work must be performed by a Licensed Electrician. The work include the following:

- Coordination with PGE for new meter spot locations
- Install new meter main per code standards
- Re-feed new panels in the house where they do not currently meet code
- Update grounding at each residence include gas and water bond
- Demolish existing meter base
- Patch siding where existing meter is removed only (no additional patching included)
- Patch the roof where the existing overhead service is penetrating
- Remove/patch sheetrock as needed for re-feed of new or existing panel board
- Update of panel Schedules
- Electrical Permits
- Required painting to match existing painting. Assume 20 SF of painting matching the color of the paint for each house conversion.

**Existing work completed to Date:** In developing the scope of work for the project, the design team utilized and Electrician that has completed work for the City of Happy Valley on previous projects. The Electrician completed an analysis of the work for each house and provided a preliminary estimate to the design team for the project. The Contractor may choose to hire this Electrician as a part of the project.

Chris Williams Team Electric Company 9400 SE Clackamas Road Clackamas, OR 97015 Phone 503-557-7180

If the Contractor hires another Electrician to complete the work, the Electrician must have demonstrated experience in the conversion of overhead lines to underground services for public agencies which shall be provided by the Contractor prior to construction.

#### 01080.40 Construction:

All work to meet all applicable electrical and building codes.

The Work cannot begin until PGE has accepted the facilities that the Contractor has installed, and PGE has installed new underground facilities ready to serve the residential structures.

The Contractor shall reach out to each property owner to coordinate a work schedule and provide that to the Engineer for review and approval. The Contractor must work with the property owner on available times to complete the work. The Contractor must verify that the property owner has signed the Permit of Entry for the work and also be available to meet with the Property owner to go over any specific items of concern on the property.

**01080.80 Measurement:** There will be no measurement for the work.

Trenching and installation of conduits to the new meter base will be paid separately under Section 01310.

**01080.90 Payment:** The accepted quantities of Work performed under this Section will be paid as follows:

#### Pay Item:

	Unit of Measurement
(a) Private Utility Conversion,	Lump Sum
Item (a) the Location of Property will be	e inserted the blank.

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

For property #18, this property has been divided and there are two structures. The closest structure will have the meter conversion. For the building on the flag lot, the property owner will be required to do their own separate meter conversion and has already installed conduits to the ROW. The Contract shall connect to the existing conduits.

If the Property owner refuses to sign a Permit of Entry and the work is not completed, a utility pole will be installed at the property line by PGE. The Contractor will not be paid for the bid item.

#### SECTION 01310 - MISCELLANEOUS UTILITY SYSTEMS

Section 01310, which is not in the Standard Specifications, is included for this project by Special Provision

**01310.00 Scope** – This work consists of furnishing and installing underground facilities for the relocation of public power systems for PGE. Work shall be completed per PGE's latest design drawings. Although a copy of PGE's design has been provided in the appendix of these Special Provisions, the contractor should coordinate with PGE prior to construction to ensure they have the latest design information.

The Contractor shall be responsible for the installation of PGE conduits and vaults to PGE standards as well as providing joint trenching or service trenching as defined below. This work shall include trench excavation, 3/4" - 0" bedding, and compacted 3/4" - 0" granular backfill. PGE will have an on-site inspector reviewing the work. The work must conform to PGE standards

**01310.01 Joint Trench** – This trench is required when there are multiple utilities being located within the same trench as shown on the plans. There will be four separate joint trench types on this project outlined as follows:

- a) Joint Trench and Backfill under Pavement This Work consists of the construction of the joint trench under pavement areas. The granular backfill will be placed in the conduit zone and to the surface as shown in the plan.
- b) Joint Trench and Backfill under Landscaping This work consists of the construction of the joint trench under landscaping areas. The granular backfill will be placed in the conduit zone and the landscape surfacing will be restored to match existing condition including the placement of topsoil.
- c) Secondary Joint Trench and Backfill under Pavement This work consists of the construction of the secondary joint trench under pavement areas. The granular backfill will be placed in the conduit zone and to the surface as shown in the plan.
- d) Secondary Joint Trench and Backfill under Landscaping This work consists of the construction of the secondary joint trench under landscaping areas. The granular backfill will be placed in the conduit zone and the landscape surfacing will be restored to match existing condition including the placement of topsoil.

#### **Materials**

**01310.10 General –** All Materials shall conform to the requirements of Portland General Elecetric

https://portlandgeneral.com/builders-new-construction/electric-service-requirements

Conduits shall be Schedule 40 Grey PVC. Vault specifications refer to vaults manufactured by Oldcastle Infrastructure. All vaults for the project must be Oldcastle Vaults or approved equal. For 6 inch conduits, install 5-ft radius fiberglass bends. For conduits 4 inch and smaller, install 3-ft radius fiberglass bends.

Complete all Trench Excavation, Bedding, and Backfill according to Section 00405. All backfill shall be compacted granular backfill.

#### Construction

**01310.40 General** – Construct the PGE trench as shown. The Trench alignment is schematic and may need to be adjusted in the field. Do not trench until Engineer has approved the installation of conduits.

Coordinate with the Engineer when working on PGE facilities, including coordination on knock out and conduit locations into the vaults. Complete installation of all PGE facilities, including the placement of conduits and vaults to PGE standards and specifications. Notify the Engineer 14 Calendar days prior to backfilling for approval to backfill.

Provide a trench of sufficient width and depth to accommodate all conduits while providing adequate clearances as identified by individual utilities.

If a lid is located in a sidewalk, an anti-slip lid must be installed.

The installation of the PGE facilities (conduits and vaults) shall be completed by a PGE level 1 certified contractor, with the exception of the following:

- If a 5106 is installed in a pedestrian zone, it requires a Level 2 Contractor.
- The 816 Vault for the switch must be installed by a Level 3 Contractor.

The Contractor may sub-contract the work requiring the PGE certifications.

#### Measurement

**01310.80 Measurement –** The quantities of Work performed under this Section will be measured according to the following:

- a) Vault Installation Vault installation will be measured on the unit basis per each.
- **b)** Conduit Installation The quantities of conduit installation will be measured on the length basis to the nearest foot.
- **c) Fiberglass Bends** Fiberglass conduit for power will be measured on the unit basis, per each installed, regardless of angle of the bend.
- **d) Trench** The quantities of trench will be measured on the length basis of the specific type of trench listed in the Schedule of Items.

#### **Payment**

**01310.90 Payment –** The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

ray item	Offit of Measurement
(a) for Power	Each
(b) inch Grey Schedule 40 PVC Conduit for Power	Each
(c) inch Fiberglass Conduit Bend for Power	Each
(d) Joint Trench and Backfill,	Foot
(e) Secondary Joint Trench and Backfill,	Foot

Day Itam

Unit of Massurament

In Items (a) the type of structure will be inserted into the blank.

Item (a) includes excavation, bedding, compacted granular backfill, and other elements required for the complete installation of the vault. No separate or additional payment will be made for Anti-slip lids when required.

In Items (b) and (c), the size of conduit will be inserted into the blank.

Items (b) and (c) include excavation, bedding, and compacted granular backfill.

In Item (d), the type of joint trench will be inserted into the blank.

Item (d) includes all required Equipment, labor, and materials to compete the required excavation and disposal of excavated materials, and placement of compacted granular backfill. It also includes coordination with all utilities to provide advance notice for the utility to place their conduits or lines within the joint trench. Item (d) also includes any wider trenching for splice pits. If item (d) is within a landscape area, surface restoration is considered incidental to the pay item. Trench resurfacing under landscaping includes topsoil, landscape walls, chain link fences, gravel, and bark mulch. Trench resurfacing also includes reshaping any drainage ditches and swales to previous condition.

If item (d) includes A.C. Trench Resurfacing or Concrete Sidewalk or Driveway Resurfacing over the joint trench, then resurfacing is paid under a separate item as listed in the bid schedule depending on the type of surfacing.

Item (e) is for PGE service connections only and includes all required Equipment, labor, and materials to complete the required excavation and disposal of excavated materials, and placement of compacted granular backfill. If item (e) is within a landscape area, surface restoration is considered incidental to the pay item. Trench resurfacing under landscaping includes topsoil, landscape walls, chain link fences, gravel, and bark mulch.

If item (e) includes A.C. Trench Resurfacing or Concrete Sidewalk or Driveway Resurfacing over the joint trench, then resurfacing is paid under a separate item as listed in the bid schedule depending on the type of surfacing.

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

#### **SECTION 01150 - POTABLE WATER VALVES**

Comply with Section 01150 of the Standard Specifications modified as follows:

**01150.10 Materials** – Modify as follows:

All materials shall meet the specifications and requirements of Sunrise Water Authority.

**001150.40** – Add the following:

The Contractor shall install the new vault and backflow assembly and the new pipe and fittings to the point of existing connections. The Contractor shall coordinate with the Fire

District a time when the connection to the live system can be made in order to minimize the shutdown of water to the building. The shut down to the building shall not exceed 8 hours.

#### **01150.90 Payment** – Delete and replace with the following:

#### Pay Item Unit of Measurement

(a) Relocate Backflow Prevention Assembly

Lump Sum

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

No separate or additional payment will be made for:

- Excavation and Backfill
- all required pipe, backflow assembly, fittings and materials and appurtenances including FDC
- · earthwork not covered under other Pay Items
- jointing
- blocking of valves
- protective coatings
- valve boxes
- · valve box extensions
- valve operator extensions
- valve reconnections
- line relocations
- hydrostatic testing
- · removal and disposal of existing materials
- Sawcutting top of vault and backfilling existing vault with compacted granular material
- surface restoration
- Protective Bollard Installation

#### **SECTION 02001 - CONCRETE**

Comply with Section 02001 of the Standard Specifications modified as follows:

#### 02001.02 Abbreviations and Definitions:

Add the following definition:

**Lightweight Concrete** - Structural concrete having a specified density using lightweight Aggregates.

Replace the sentence that begins "**Pozzolans** - Fly ash, silica fume..." with the following sentence:

Pozzolans - Fly ash, natural Pozzolans, silica fume, and high-reactivity Pozzolans.

Replace the sentence that begins "**Supplementary Cementitious Materials** - Fly ash, silica fume..." with the following sentence:

**Supplementary Cementitious Materials** - Pozzolans and ground granulated blast furnace slag.

**02001.15(a) Current Mix Designs** - Replace this subsection, except for the subsection number and title, with the following:

Mix designs that meet the requirements for the specified class of concrete and are currently being used or have been used within the past 24 months on any project, public or private, may be submitted for review. Provide individual test results that comprise the average if more than one data point exists. For paving designs the flexural strength testing must be from within the last two years. For HPC designs the length change and permeability tests must be from within the last two years.

**02001.15(b)(1) Trial Batch Plastic Properties** - Replace this subsection, except for the subsection number and title, with the following:

For each trial batch, test according to the following test methods:

Test	Test Method
Sampling Fresh Concrete	WAQTC TM 2
Concrete Temperature	AASHTO T 309
Slump	AASHTO T 119 <sup>1</sup>
Air Content	AASHTO T 152 or T 196 <sup>2</sup>
Density	AASHTO T 121
Yield	AASHTO T 121
Molding Concrete Specimens	AASHTO T 23 or R 39 $^{3}$
Water Cement Ratio	4

- For drilled shaft concrete test the slump retention by subsequent tests at half-hour intervals for the duration of the estimated drilled shaft placement, including temporary casing extraction. Report in table or graphical format.
- <sup>2</sup> Use AASHTO T 196 for lightweight concrete.
- Cast cylinders in single use plastic molds.
- <sup>4</sup> Use ODOT's Field Operating Procedure for AASHTO T 121 in the MFTP.

#### SECTION 02030 - SUPPLEMENTARY CEMENTITIOUS MATERIALS

Comply with Section 02030, of the Standard Specifications modified as follows:

**02030.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for fly ash, natural pozzolans, silica fume, ground granulated blast furnace slag and high reactivity pozzolans used in portland cement concrete.

**02030.10** Fly Ash - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class C and Class F fly ash from the QPL and conforming to AASHTO M 295 (ASTM C618).

Add the following subsection:

**02030.15 Natural Pozzolans** - Furnish Class N natural pozzolans from the QPL and conforming to AASHTO M 295 (ASTM C618).

**02030.50 Metakaolin** - Replace this subsection with the following:

**02030.50 High Reactivity Pozzolans** - Furnish high-reactivity pozzolans from the QPL and conforming to AASHTO M 321.

#### **SECTION 02050 - CURING MATERIALS**

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.10 Liquid Compounds** - Replace the paragraph that begins "Furnish liquid membrane-forming curing..." with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit a one quart sample from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

#### **SECTION 02690 - PCC AGGREGATES**

Comply with Section 02690 of the Standard Specifications modified as follows:

**02690.20(e) Grading and Separation by Sizes for Prestressed Concrete** - Replace this subsection with the following subsection:

**02690.20(e) Grading and Separation by Sizes -** Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

#### Table 02690-1

Gradation of Coarse Aggregates
Percent passing (by Weight)

			Sieve Size										
Size Number	Nominal Size Square Openings	(2½ in.)	(2 in.)	(1½ in.)	(1 in.)	(¾ in.)	(½ in.)	(¾ in.)	(No. 4)	(No. 8)	(No. 16)	(No. 50)	(No. 200)
3	(2 to 1 in.)	100	90 to 100	35 to 70	0 to 15	_	0 to 5	_	_	_	_	_	**
357*	(2 in. to No. 4)	100	95 to 100	_	35 to 70	_	10 to 30	_	0 to 5	_	_	_	**
4	(1½ to ¾ in.)	_	100	90 to 100	20 to 55	0 to 15	_	0 to 5	_	_	_	_	**
467*	(1½ to No. 4)	_	100	95 to 100	_	35 to 70	_	10 to 30	0 to 5	_	_	_	**
5	(1 to ½ in.)	_	_	100	90 to 100	20 to 55	0 to 10	0 to 5	_	_	_	_	**
56	(1 to ¾ in.)	_	_	100	90 to 100	40 to 85	10 to 40	0 to 15	0 to 5	_	_	_	**
57	(1 to No. 4)	-	_	100	95 to 100	ı	25 to 60	_	0 to 10	0 to 5	_	_	**
6	(¾ to ¾ in.)	-	_	1	100	90 to 100	20 to 55	0 to 15	0 to 5	_	_	_	**
67	(¾ to No. 4)	_	_	_	100	90 to 100	_	20 to 55	0 to 10	0 to 5	_	_	**
68	(¾ to No. 8)	_	_	-	100	90 to 100	_	30 to 65	5 to 25	0 to 10	0 to 5	_	**
7	(½ to No. 4)	_	_	-	-	100	90 to 100	40 to 70	0 to 15	0 to 5	_	_	**
78	(½ to No. 8)	-	_	-	-	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	_	**
8	(% to No. 8)	_	_	_	-	-	100	85 to 100	10 to 30	0 to 10	0 to 5	_	**
89	(¾ to No. 16)	_	_	_	_	_	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5	**

<sup>\*</sup> Use two or more seperated sizes which when combined meet these gradation limits.

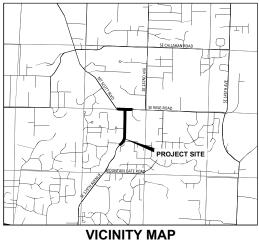
**02690.20(f) Grading and Separation by Sizes for Other Concrete** - Delete this subsection.

**02690.30(g) Grading** - In the paragraph that begins "Sampling shall be according to...", replace the words "AASHTO T 2" with the words "AASHTO R 90".

 $<sup>^{\</sup>star\star}$  See 02690.20(a). Do Not evaluate material passing the No. 200 sieve according to 00165.40.

# **UTILITY UNDERGROUNDING**

CIP-11-22 **HAPPY VALLEY, OREGON** 



#### **OWNER**

HAPPY VALLEY, OR 97086 PHONE: (503) 886-8414 CONTACT: SALLY CURRAN, PE

#### **ENGINEER**

HARPER HOUF PETERSON RIGHELLIS INC. 205 SE SPOKANE STREET, SUITE 200 PORTLAND, OREGON 97202

#### SITE INFORMATION

SE 129TH AVENUE & SE KING ROA HAPPY VALLEY, OREGON

#### **UTILITY PROVIDERS**

PGE - ELECTRICAL

JIM MCLEAN EMAIL: IIM MCLEAN@PGN COM

**PGE - STREET LIGHTING** 

RICO TORRES SOLI

EMAIL: RODRIGO.SOLIS@PGN.COM

ZIPLY

JOHN BIELEC
CONTACT: JOHN.BIELEC@ZIPLY.COM

LUMEN DONAL SHEERAN CONTACT: DONAL.SHEERAN@LUMEN.COM

COMCAST ROBERT BALEY

EMAIL: ROBERT BALEY@COMCAST COM SUNRISE WATER AUTHORITY

DAN FRAIJO

EMAIL: DRAIJO@SUNRISEWATER.COM NW NATURAL

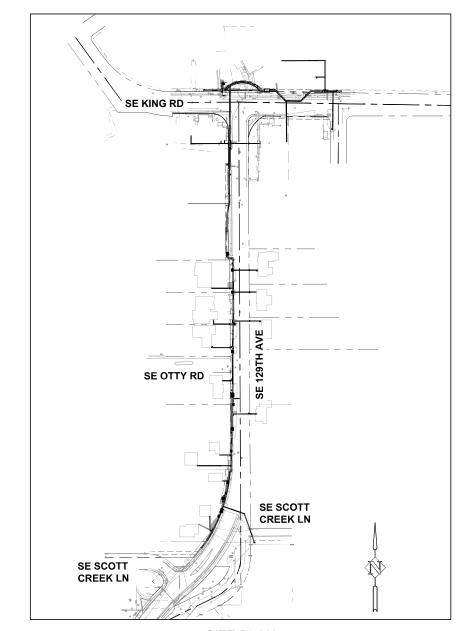
JEREMY LORENCE
EMAIL: JEREMY.LORENCE@NWNATURAL.COM

WATER ENVIRONMENT SERVICES

DON KEMP EMAIL: DONKEM@CLACKAMAS.US

**CLACKAMAS COUNTY** 

DUKE DEXTER
DDEXTER@CLACKAMAS.US



# SITE PLAN

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C1.1 PLAN SHEET LAYOUT AND NOTES

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DETAILS

JOINT TRENCH DETAILS

SE 129TH AVE CROSS SECTIONS

SE 129TH AVE CROSS SECTIONS

SE 129TH AVE CROSS SECTIONS SE KING RD CROSS SECTIONS

XS-05 SE KING RD CROSS SECTIONS

ALL UTILITY CROSSINGS ARE APPROXIMATE, CONTRACTOR TO POTHOLE AND FIELD VERIFY DEPTH



Know what's below. Call before you dig.

JOB NO.

DESIGNED: HHPR LEM CHECKED: DSH DESCRIPTION DATE: R E V I S I O N S 01/03/2023





205 SE Spokane Street, Suite 200, Portland, OR 97202

**COVER SHEET** 

129TH AVE & KING RD UTILITY UNDERGROUNDING

HAPPY VALLEY, OREGON - CIP-11-22

HAP-14

- PROVISIONS OF THE CITY'S ENGINEERING DESIGN STANDARD DETAILS MANUAL (DESIGN MANUAL), LATEST EDITION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
- 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.
- 3. AT THE PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING
- 3.1. COPY OF THE CONTRACTOR'S CERTICFICATE OF INSURANCE
- 3.2. EMERGENCY CONTACT NAME AND PHONE NUMBER
- 3.3. TRAFFIC CONTROL PLAN
- 3.4. LIST OF SUBCONTRACTORS
- 4. A COPY OF THE PERMIT WITH ALL ATTATCHMENTS, 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 AFORESAID 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
- 6. 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: "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 GRAVEL CONSTRUCTION ENTRANCES SHALL BE INSTALLED AND MAINTAINED BY THE DEVELOPER AND INSPECTED BY THE CITY OF HAPPY VALLEY PRIOR TO BEGINNING WORK ON THE SITE. EMAIL FOR INSPECTION 24 HOURS IN ADVANCE, INSPECT-ENGINEERING@HAPPYVALLEY.GOV.
- 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 DERRIS 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. ALL CONSTRUCTION SITES SHALL BE MAINTAINED IN A CLEAN AND SANITARY CONDITION AT ALL TIMES. CONSTRUCTION DEBRIS, INCLUDING FOOD AND DRINK WASTE, SHALL BE RESTRICTED FROM LEAVING THE CONSTRUCTION SITE THROUGH THE USE OF PROPER DISPOSAL CONTAINERS OR CONSTRUCTION FENCING ENCLOSURES. FAILURE TO COMPLY WITH THIS CONDITION MAY RESULT IN A "STOP WORK" ORDER UNTIL DEFICIENCIES HAVE BEEN CORRECTED TO THE SATISFACTION OF THE CITY.
- 11. DUST SHALL BE CONTROLLED WITHIN THE DEVELOPMENT DURING CONSTRUCTION AND SHALL NOT BE PERMITTED TO DRIFT ONTO ADJACENT PROPERTIES.
- 12. CONTRACTOR SHALL MONITOR THE HAULING OF DEBRIS TO ENSURE THAT ALL SPILLAGE FROM

- TRAILERS WITHOUT AN APPROVED RIGHT-OF-WAY PERMIT FROM THE CITY OF HAPPY VALLEY.
- 14. THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), "OREGON SUPPLEMENTS", AND CITY REQUIREMENTS, THE CONTRACTOR SHALL AT ALL TIMES. AINTAIN 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.
- 15. THE CONTRACTOR IS RESPONSIBLE FOR PROVISION OF TIMELY NOTIFICATION OF TRAFFIC FLOW DISRUPTIONS TO AREA-WIDE EMERGENCY SERVICE AND THE SCHOOL DISTRICT. THE CONTRACTOR SHALL MAINTAIN AND COORDINATE ACCESS TO ALL AFFECTED PROPERTIES.
- 16. TRAFFIC CONTROL DEVICES, FLAG PERSONS, FTC., 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
- 17. PUBLIC ROADWAYS SHALL NOT BE CLOSED TO TRAFFIC, AT ANY TIME, WITHOUT HAVING FIRST OBTAINED A STREET CLOSURE PERMIT FROM THE CITY.
- 18. 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.
- 19. CONTRACTOR MUST VERIFY ALL EXISTING UTILITIES FOR BOTH VERTICAL ELEVATION AN HORIZONTAL LOCATION PRIOR TO START OF WORK (POTHOLE BEFORE DIGGING IF NECESSARY) CONTRACTOR SHALL COORDINATE THE WORK WITH APPLICABLE AGENCIES.
- 20. 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 CLASS A MATERIAL PER DRAWING NO. 205.
- 21. THE CONTRACTOR SHALL MAINTAIN BENCHMARKS, PROPERTY CORNERS, AND MONUMENTS IF SUCH POINTS ARE DISTURBED OR DESTROYED BY CONSTRUCTION ACTIVITIES. THEY SHALL BE REPLACED IN ACCORDANCE WITH ORS209 BY EMPLOYING A PROFESSIONAL LAND SURVEYOR TO RESET PROPERTY CORNERS AND OTHER SUCH MONUMENTS.
- 22. THE CONTRACTOR SHALL NOTIFY THE CITY TWENTY-FOUR (24) HOURS PRIOR TO ANY PROOF ROLL, CONCRETE FORM INSPECTION, AND PAVING.
- 23. 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.
- 24 FEFFCTIVE DRAINAGE CONTROL IS REQUIRED, DRAINAGE SHALL BE CONTROLLED WITHIN THE SITE AND SHALL E ROUTED SO THE ADJACENT 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.
- 25. TRENCHES WILL NOT 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 LINSAFE CONDITION. THE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR HAZARDS OR DAMAGE RESULTING FROM THE PROSECUTION OF THE WORK.
- 26. WORK PROVIDED FOR UNDER THE PERMIT SHALL INCLUDE REPAIR OF EXISTING FACILITIES (ROADS, DITCHES, ETC.) AS MAY BE NECESSARY, IN THE CITY'S OPINION, TO OVERCOME DETERIORATION OR DAMAGE WHICH OCCURRED IN CONJUNCTION WITH THE WORK AUTHORIZED BY THE PERMIT. CORRECTIVE WORK SHALL BE DONE AT THE CONTRACTOR'S

- AND TYPE OF CONDUIT PRIOR TO CONSTRUCTION. 28. UNIDENTIFIED UTILITIES SHALL NOT BE DISRUPTED OR CUR UNTIL UTILITY COMPANY HAS
- APPROVED THE CUT OR DISRUPTION 29. 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 AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR
- 30. NOTIFY THE UTILITY COMPANY IMMEDIATELY OF ALL UTILITIES EXPOSED, UTILITIES OR INTERFERING PORTIONS OF UTILITIES THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK.
- 31. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF TREES, STUMPS, BRUSH, ROOTS, TOPSOIL AND OTHER MATERIAL IN THE NEW PUBLIC RIGHT-OF-WAY, UNDER THE NEW ROADWAY AND WHERE INDICATED ON THE PLANS. MATERIALS SHALL BE DISPOSED OF IN SUCH A MANNER AS TO MEET ALL APPLICABLE REGULATIONS.
- 32. IF GROUND WATER SPRINGS ARE ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL TAKE MEASURES TO ENSURE THAT THE WATER IS NOT CONVEYED THROUGH THE UTILITY TRENCHES, AND THE NATURAL FLOW PATH OF THE SPRING IS ALTERED AS LITTLE AS
- 33. SAWCUT STRAIGHT MATCH LINES WHERE EXISTING PAVEMENT MEETS NEW PAVEMENT, SAND AND SEAL JOINT AT TIME OF PAVING (TYPICAL).
- 34. CONTRACTOR SHALL FOLLOW OSHA REQUIREMENTS.

BETTER-THAN-ORIGINAL CONDITION.

- 35. ALL TRENCHES SHALL BE PROPERLY SHORED AND BRACED TO PREVENT CAVING
- 36. WHERE TRENCH EXCAVATION REQUIRES REMOVAL OF PCC CURBS AND/OR SIDEWALKS, THE CURBS AND/OR SIDEWALKS SHALL BE SAWCUT AND REMOVED AT A TOOLED JOINT UNLESS OTHERWISE AUTHORIZED BY THE OWNER'S REPRESENTATIVE. THE SAWCUT LINES SHOWN ON THE DRAWINGS ARE SCHEMATIC AND NO INTENDED TO SHOW THE EXACT ALIGNMENT OF SUCH CUTS.
- 37. 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, REPAIRS SHALL RESTORE THE DAMAGED ITEM TO THE PRE-EXISTING CONDITION OR BETTER. SUCH REPAIRS SHALL BE PERFORMED AT THE CONTRACTOR'S SOLE EXPENSE
- 38. CONTRACTOR IS RESPONSIBLE FOR JOB SITE SAFETY, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO THE INSTALLATION AND MAINTENANCE OF BARRIERS, FENCING, AND OTHER APPROPRIATE SAFETY ITEMS NECESSARY TO PROTECT THE PUBLIC FROM AREAS OF CONSTRUCTION AND CONSTRUCTION ACTIVITY.
- 39. SETTLEMENT OR CRACKING OF FINISHED SURFACES WITHIN THE WARRANTY PERIOD SHALL BE CONSIDERED TO BE FAILURE OF THE SUBGRADE, AND REPAIRED IN A MANNER ACCEPTABLE AND AT NO COST TO THE CITY OR DEVELOPER.
- 40. PRIOR TO FINAL PROJECT ACCEPTANCE, 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
- 41 CONTRACTOR TO PROVIDE PROPER NOTIFICATION AND COORDINATION WITH PROPERTY OWNER PRIOR TO DOING ANY WORK ON PRIVATE PROPERTY. ALL AREAS IMPACTED AND/OR DAMAGED SHALL BE REPAIRED AND RESTORED TO PRE-CONSTRUCTION CONDITIONS, REFER TO SPECIFICATIONS FOR REQUIREMENTS.

- LAND PARTITION, ROAD IMPROVEMENT OR NONRESIDENTIAL CONSTRUCTION PROJECT, SHALL BE PLACED UNDERGROUND, FRANCHISE UTILITY CONSTRUCTION IS INCLUDED IN THE RIGHT-OF-WAY PERMIT THESE PROJECTS. THE OWNER, OR THE OWNER'S REPRESENTATIVE, IS RESPONSIBLE FOR COORDINATING WITH THE INDIVIDUAL UTILITIES AND FOR CONSTRUCTING IMPROVEMENTS PER THE APPROVED CONSTRUCTION PLANS.
- UTILITY LINES, VAULTS AND PEDESTALS SHALL BE PLACED IN THE 8' PUBLIC UTILITY EASEMENT (PUE) BEHIND THE RIGHT-OF-WAY AND SHALL BE JOINT TRENCH WHENEVER POSSIBLE. AN PROVED RIGHT-OF-WAY PERMIT IS REQUIRED FOR ALL INSTALLATIONS
- ON ALL PHASED (INTERIM) ROAD IMPROVEMENTS. THE NECESSARY UTILITIES SHALL BE STUBBED ACROSS THE INTERIM IMPROVEMENT TO ASSURE STREET CUTS ARE NOT NECESSARY WHEN THE ROAD IS EXPANDED TO ITS FULL WIDTH.
- UNDERGROUND UTILITIES BEING CONSTRUCTED ALONG EXISTING PAVED STREETS SHALL NOT BE LOCATED UNDER THE EXISTING PAVEMENT UNLESS APPROVED BY THE CITY ENGINEER.
- THE MINIMUM DEPTH OF UTILITIES ON IMPROVED ROADS SHALL BE THIRTY (30) INCHES AS MEASURED FROM FINISHED GRADE TO TOP OF UTILITY. ON UNIMPROVED ROADS, THE MINIMUM DEPTH SHALL BE FORTY (40) INCHES.
- SERVICE CROSSINGS SHALL MAINTAIN THE SAME DEPTH AS THE MAIN PIPELINE OR BURIED CABLE TO A POINT TWO FEET BEHIND THE CURB OR CENTER OF THE ROAD OR DITCH. IN NO CASE SHALL THERE BE LESS THAN ONE FOOT OF COVER FROM THE BOTTOM OF THE CURB OR DITCH TO THE TOP OF THE SERVICE LINE.
- UTILITY MAINTENANCE WORK OR NEW FACILITY INSTALLATIONS THAT WILL BE INSTALLED UNDER THE PAVEMENT IN EXISTING RIGHTS-OF-WAY MUST BE BORED RATHER THAN OPEN CUT. UTILITY VAULTS SHALL BE PLACED OUTSIDE THE PAVEMENT LIMITS.
- 8. STREET CROSSINGS SHALL BE INSTALLED AT A 90-DEGREE ANGLE TO THE PUBLIC RIGHT-OF-WAY.
- ANY BORE PITS THAT ARE REQUIRED IN THE PAVEMENT FOR CONNECTION PURPOSES MUST BE T-CUT IN ACCORDANCE WITH THE CITY'S STANDARD DRAWING 200
- 10. ALL EXCAVATIONS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE BACKFILLED WITH CRUSHED ROCK IN ACCORDANCE WITH THE CITY'S STANDARD DRAWING 205, WITH THE EXCEPTION OF EXCAVATIONS IN COLLECTOR OR ARTERIAL FACILITIES, WHICH SHALL BE BACKFILLED WITH CONTROL DENSITY FILL (CDF) IN ACCORDANCE WITH THE CITY'S STANDARD DRAWING 210.
- 11 TEMPORARY TRENCH PATCHES SHALL BE MADE LISING HOT MIX ASPHALT
- 12. STEEL PLATES WILL NOT BE ALLOWED TO COVER EXCAVATIONS IN THE TRAVELED WAY DURING THE MONTHS OF JANUARY THROUGH APRIL, NOVEMBER, AND DECEMBER. ALL EXCAVATIONS DURING THESE RESTRICTED MONTHS SHALL BE BACKFILLED AND PATCHED TEMPORARILY WITH HOT MIX ASPHALT UNTIL THE FINAL PAVEMENT RESTORATION OCCURS.
- 13. THE EXTENT OF THE PLACEMENT REPAIR SHALL BE DETERMINED BY THE CITY ENGINEER ON A CASE BY CASE BASIS. FOR EXAMPLE, IF THE UTILITY EXCAVATION IS WITHIN 5 FEET OF AN EXISTING TRENCH PATCH. THE PAVEMENT REMOVAL AND REPLACEMENT WILL NEED TO BE EXTENDED T NCLUDE THESE AREAS. ADJACENT AREAS OF EXISTING PAVEMENT DISTRESS WILL ALSO NEED TO E REMOVED AND REPLACED AS DETERMINED BY THE CITY ENGINEER.
- 14. IF UTILITY WORK REQUIRES THE REMOVAL OF AN EXISTING SIDEWALK OR DRIVEWAY. THI AFFECTED CONCRETE PANELS WILL NEED TO BE REPLACED IN THEIR ENTIRETY.
- 15. UTILITY WORK IS NOT ALLOWED ON WEEKENDS. IN THE EVENT OF AN EMERGENCY, A TESTING FIRM MUST BE PRESENT DURING BACKFILLING OPERATIONS TO CONFIRM THAT COMPACTION OF THE BACKFILL WAS PERFORMED IN ACCORDANCE WITH CITY SPECIFICATIONS.



B

# **SURVEY NOTES:**

VERTICAL DATUM

NAVD 88 PER GPS METHODS



C2.2

### HORIZONTAL DATUM:

LOCAL DATUM PLANE GROUND COORDINATES BASED ON THE OREGON COORDINATE REFERENCE SYSTEM - PORTALND ZONE - INTERNATIONAL FEET. REFERENCE FRAME NAD 83 (2011)(EPOCH 2010.00)

DESIGNED: HHPR LEM CHECKED DSF DESCRIPTION DATE: R E V I S I O N S 01/03/2023





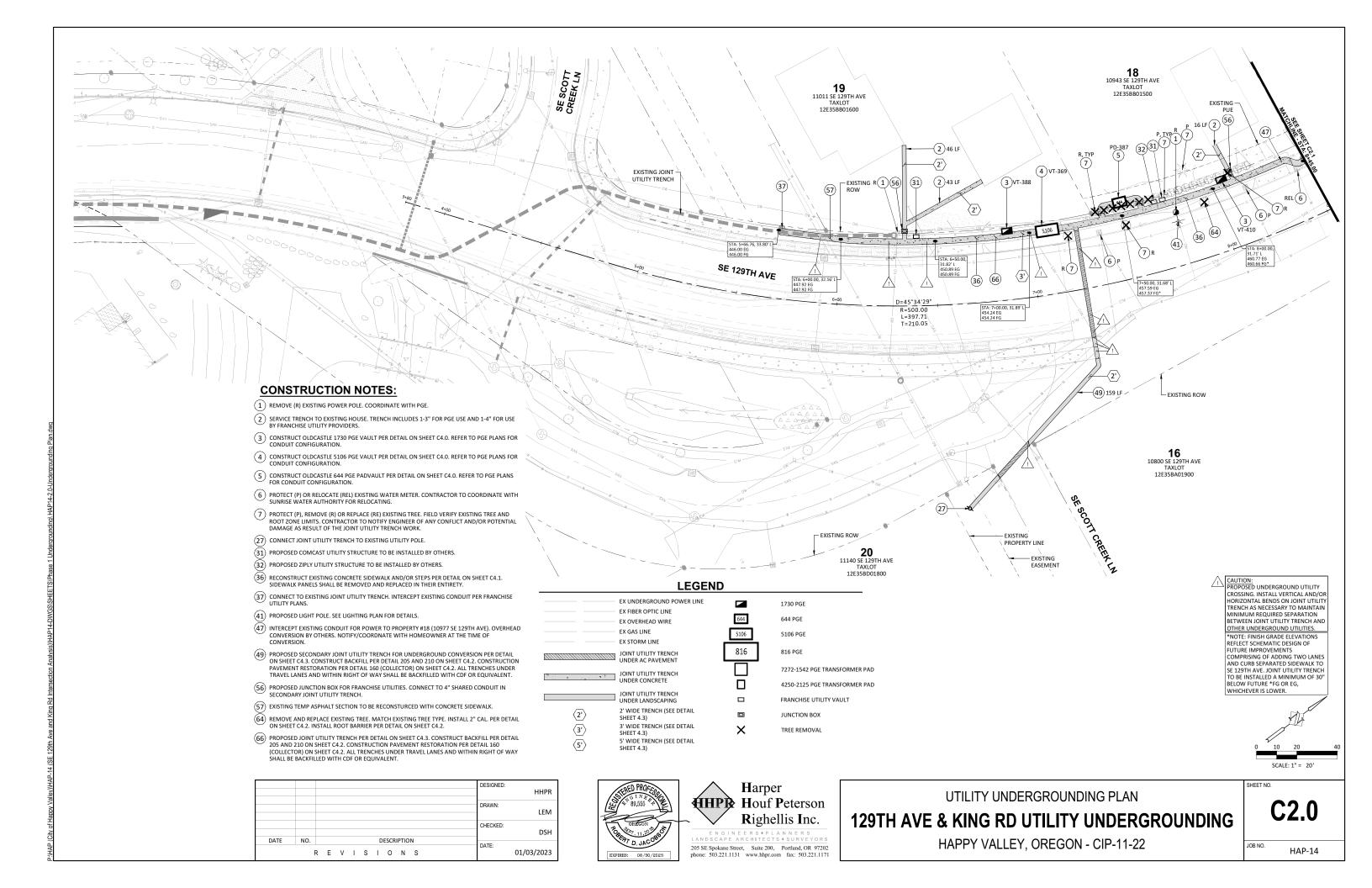
PLAN SHEET LAYOUT AND NOTES

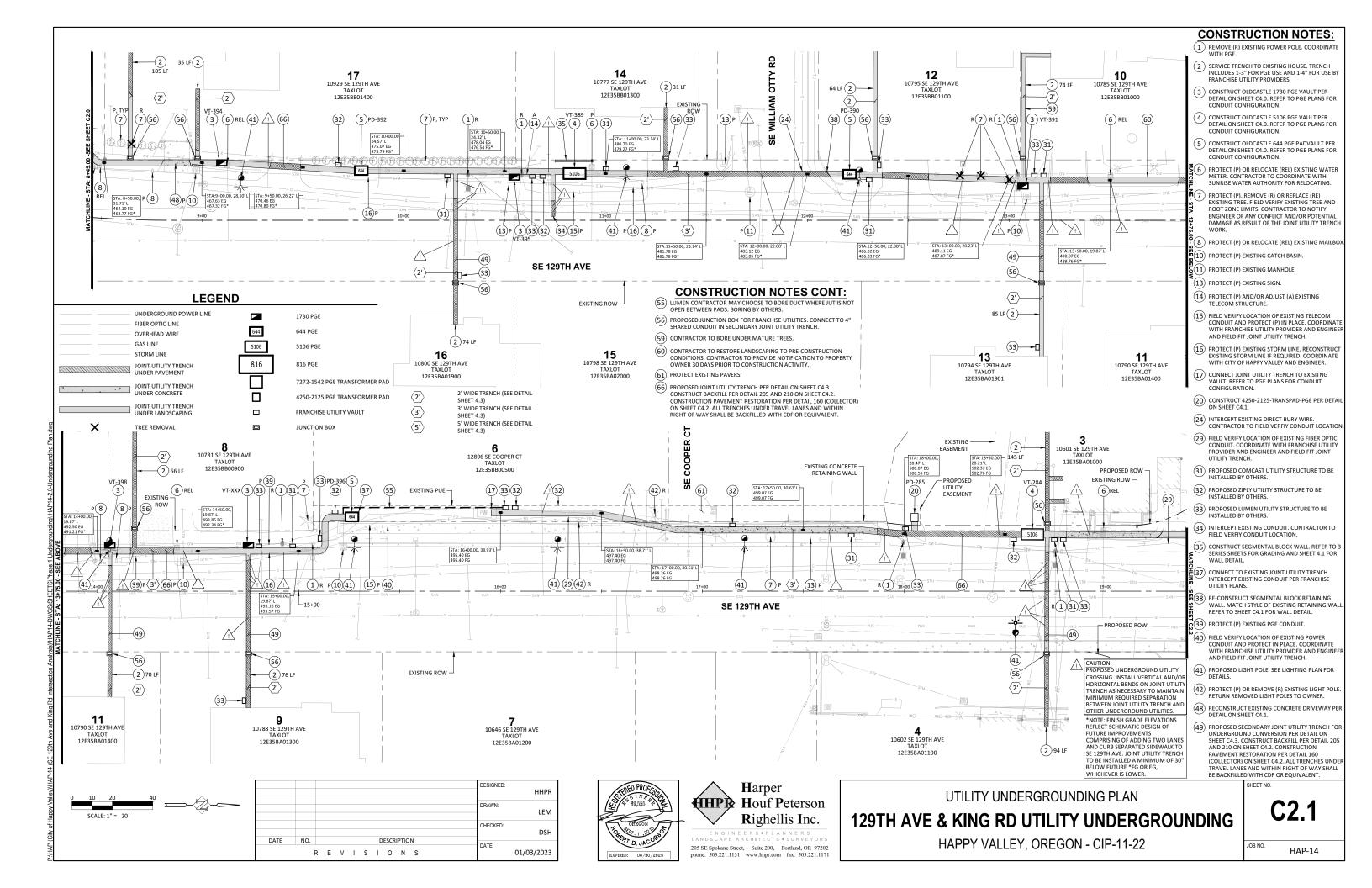
# 129TH AVE & KING RD UTILITY UNDERGROUNDING

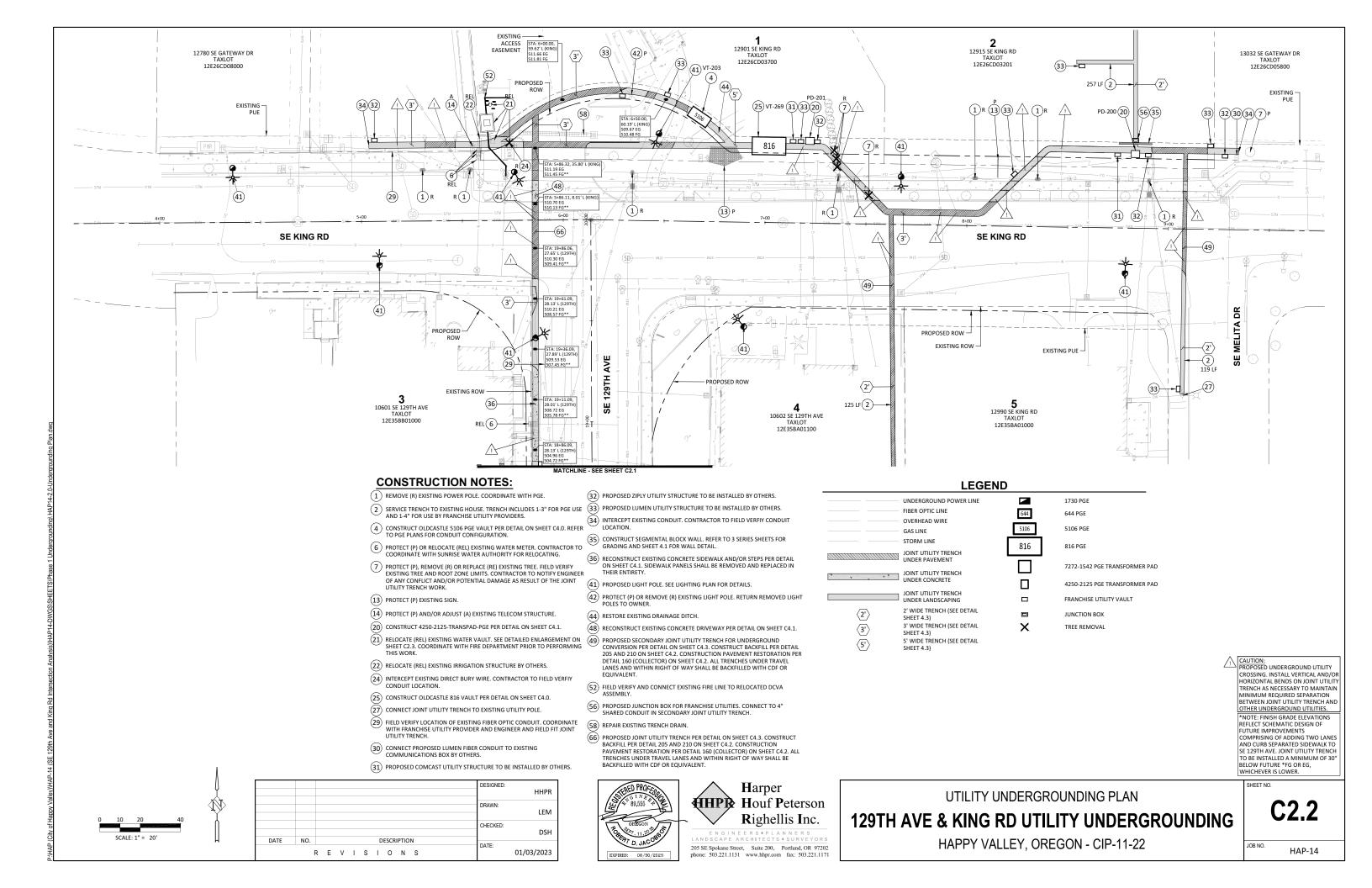
HAPPY VALLEY, OREGON - CIP-11-22

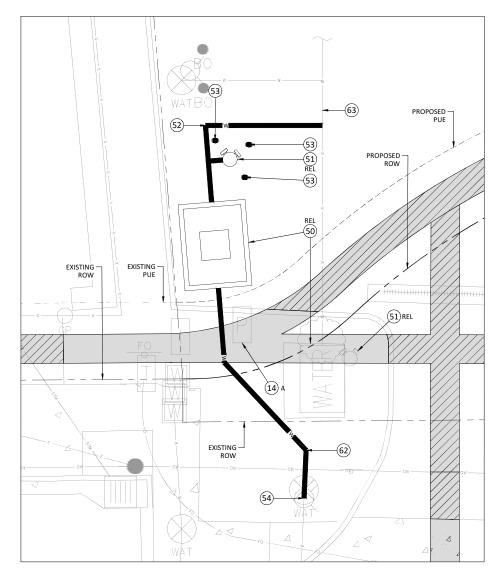
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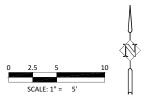






#### **CONSTRUCTION NOTES:**

- 14) PROTECT (P) AND/OR ADJUST (A) EXISTING TELECOM STRUCTURE.
- (50) RECONSTRUCT (REC) EXISTING DOUBLE CHECK DETECTOR ASSEMBLY (DCDA). FIELD VERIFY ASSEMBLY TYPE AND MATCH EXISTING. SEE DETAIL ON SHEET C4.1.
- (51) RECONSTRUCT (REL) EXISTING FIRE DEPARTMENT CONNECTION. SEE DETAIL ON SHEET C4.1.
- (52) FIELD VERIFY AND CONNECT EXISTING FIRE LINE TO RELOCATED DCVA ASSEMBLY.
- (53) CONSTRUCT BOLLARD PER DETAIL ON SHEET C4.1.
- (54) CONNECT TO EXISTING WATER MAIN. FIELD VERIFY EXISTING WATER LINE.
- 62 RECONSTRUCT VAULT PRIOR TO REMOVING EXISTING VAULT. FIELD VERIFY EXISTING WATER LINE.
- (63) CONNECT TO EXISITING WATER LINE. FIELD VERIFY WATER LINE SIZE AND LOCATION.



			DESIGNED: HHPR
			DRAWN:
			CHECKED:
DATE	NO.	DESCRIPTION	DATE:
	R	EVISIONS	01/03/2023





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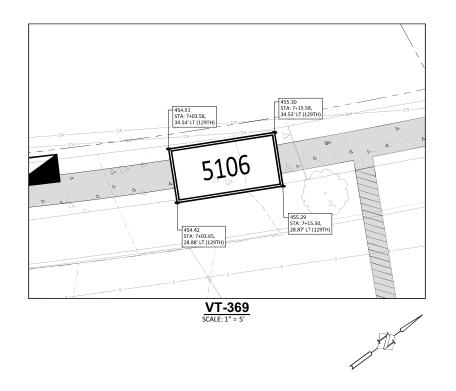
WATER VAULT RELOCATION ENLARGEMENT

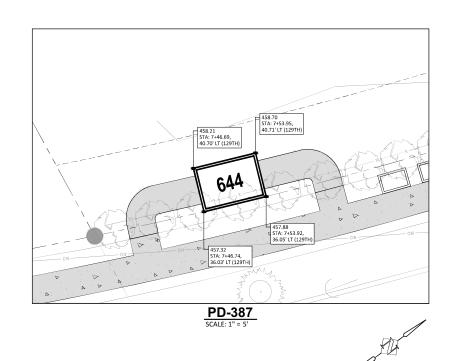
129TH AVE & KING RD UTILITY UNDERGROUNDING

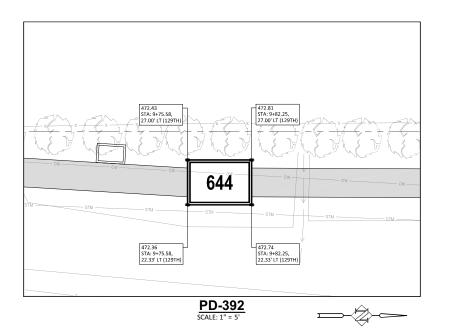
HAPPY VALLEY, OREGON - CIP-11-22

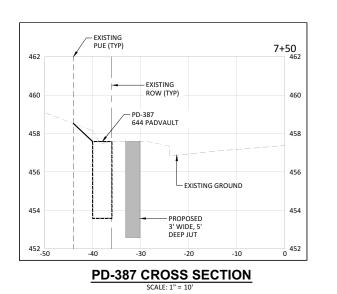
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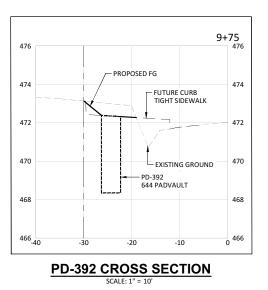
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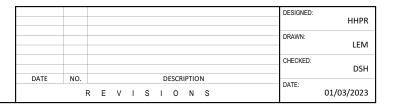
















S EYORS DR 97202 VAULT GRADES AND LOCATIONS

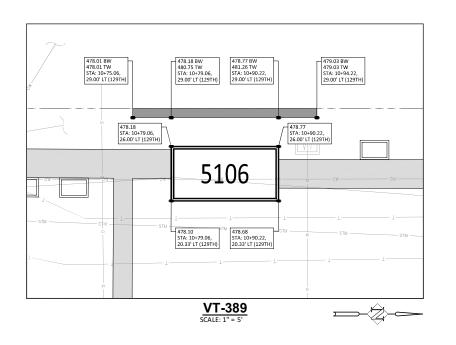
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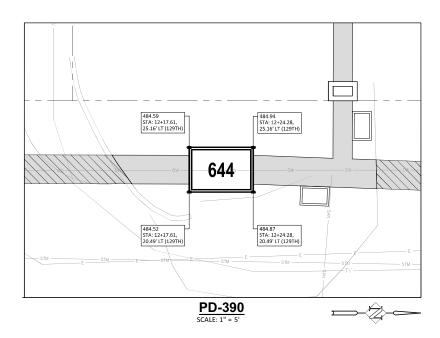
HAPPY VALLEY, OREGON - CIP-11-22

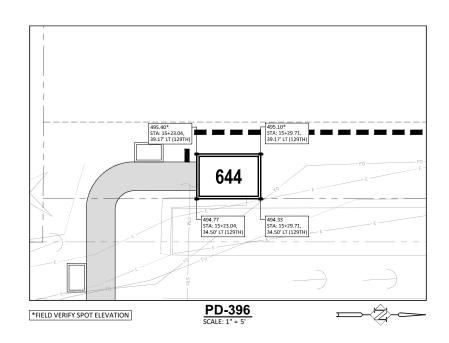
SHEET NO.

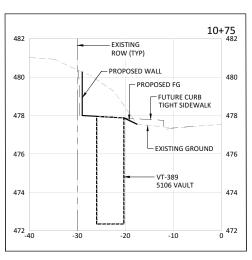
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JOB NO. HAP-14

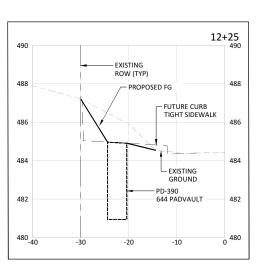




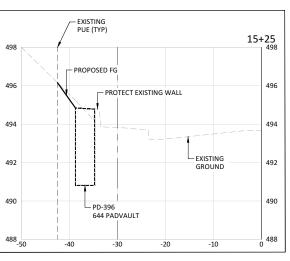




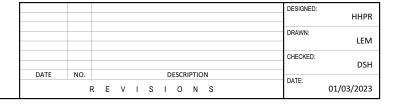
VT-389 CROSS SECTION



PD-390 CROSS SECTION



PD-396 CROSS SECTION







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**VAULT GRADES AND CROSS SECTIONS** 

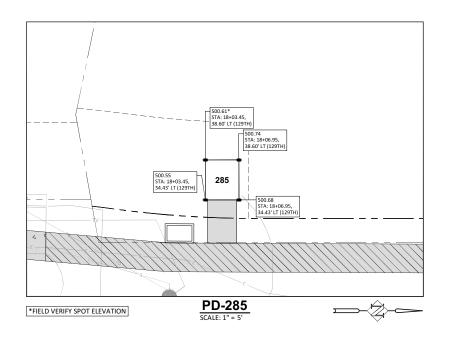
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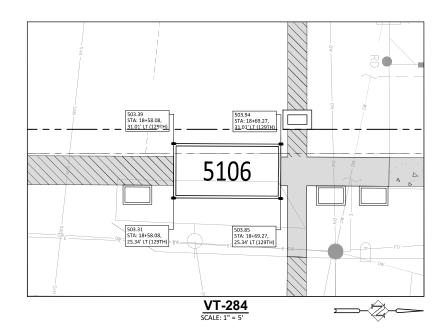
HAPPY VALLEY, OREGON - CIP-11-22

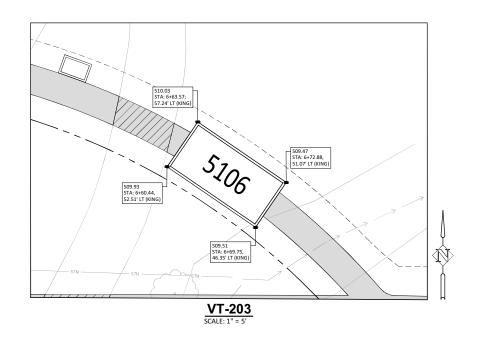
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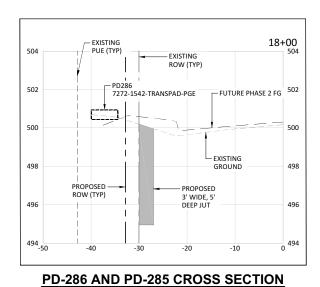
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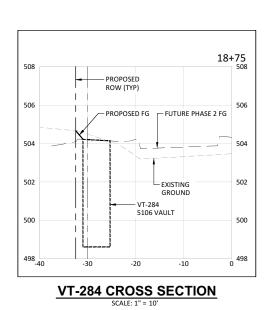
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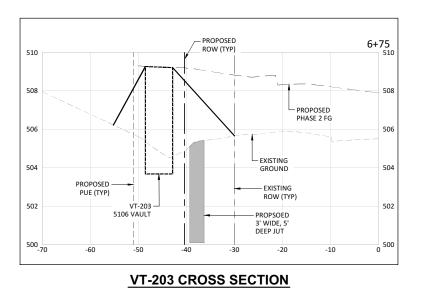
















VAULT GRADES AND CROSS SECTIONS

129TH AVE & KING RD UTILITY UNDERGROUNDING

HAPPY VALLEY, OREGON - CIP-11-22

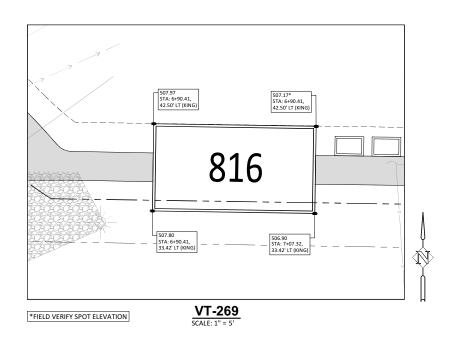
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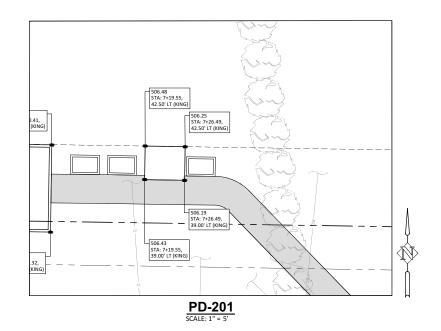
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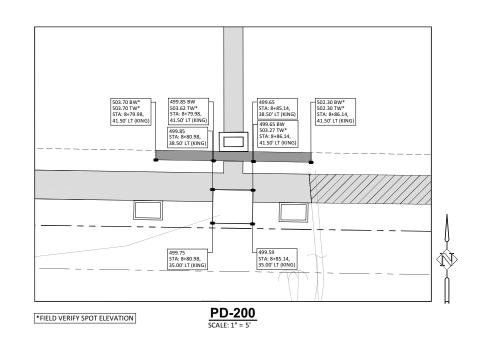
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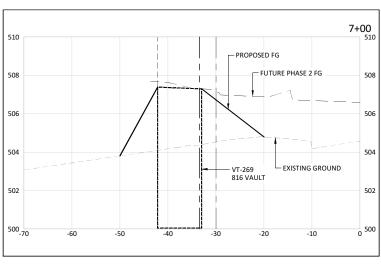
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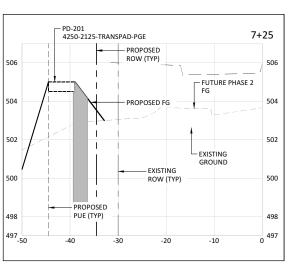
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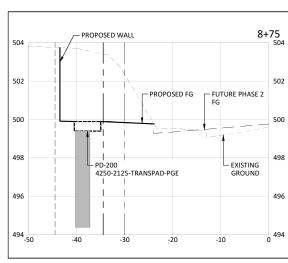












**PD-201 CROSS SECTION VT-269 CROSS SECTION** 

PD-200 CROSS SECTION

			DESIGNED:	HHPR
			DRAWN:	LEM
			CHECKED:	DSH
DATE	NO.	DESCRIPTION E V I S I O N S	DATE:	01/03/2023



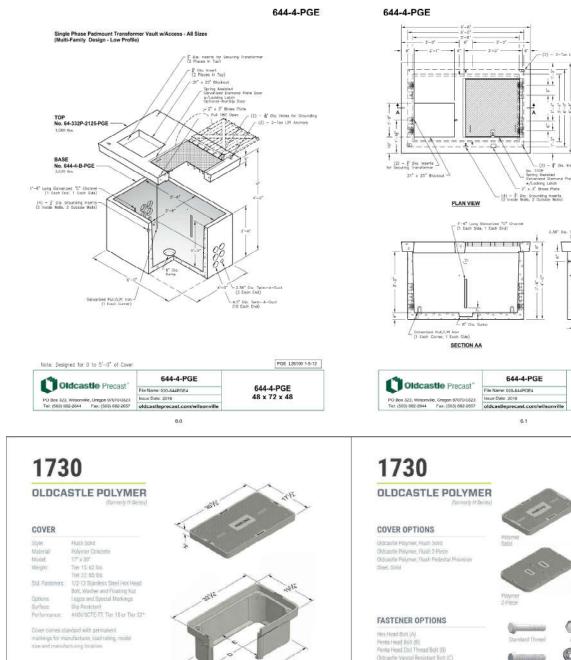


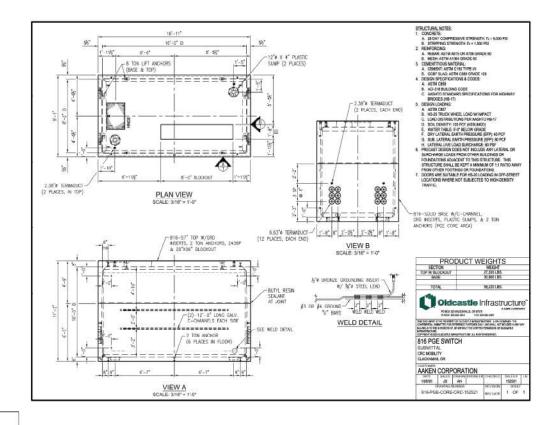
129TH AVE & KING RD UTILITY UNDERGROUNDING HAPPY VALLEY, OREGON - CIP-11-22

VAULT GRADES AND CROSS SECTIONS

3.3

JOB NO. HAP-14

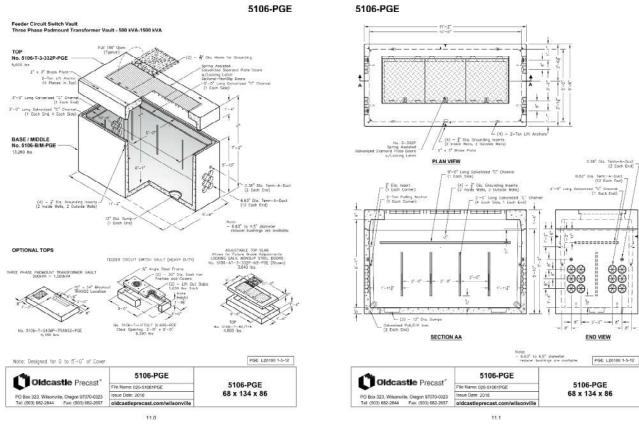






DESCRIPTION

R E V I S I O N S



Harper **HHPP** Houf Peterson Righellis Inc. 205 SE Spokane Street, Suite 200, Portland, OR 97202

**DETAILS** 

# 129TH AVE & KING RD UTILITY UNDERGROUNDING

HAPPY VALLEY, OREGON - CIP-11-22

4.0

SHEET NO.

HHPR

LEM

DSH

01/03/2023

CHECKED:

DATE:

 $(4) = \frac{1}{2}$  Disc Grounding Imparts (2 Inside Wolfs, 2 Dutaise Wolfs)

⊗⊗ ⊗⊗ ⊗ ⊛₁

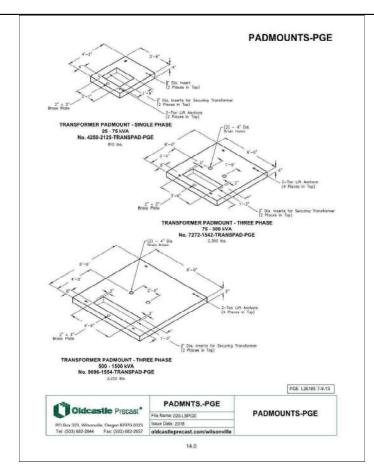
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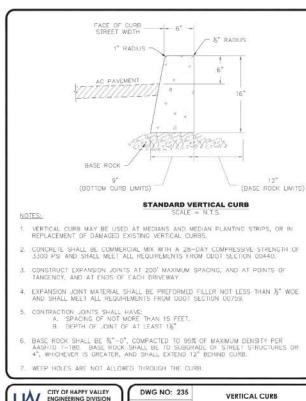
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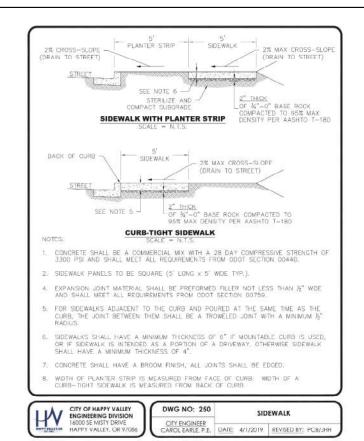
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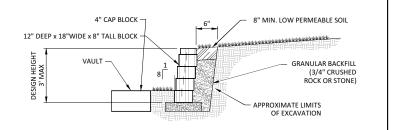
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

JOB NO. HAP-14

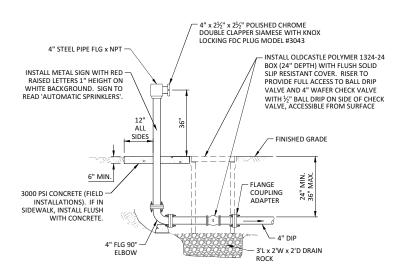




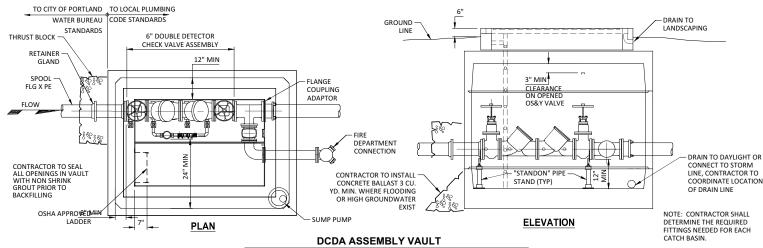




### **SEGMENTAL BLOCK WALL**

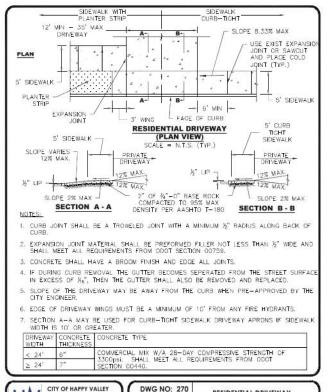


# FIRE DEPARTMENT CONNECTION (FDC)



UTILITY VAULT OR \*EQUA BILCO DOOR OR \*EQUAL SIZE 676-WA 577-WA J-5AL 687-WA 676-WA J-5AL 687-WA JD-3AL 5106-LA \*ENGINEER APPROVED EQUAL

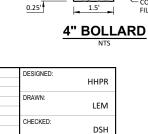
## **DOUBLE CHECK DETECTOR ASSEMBLY (DCDA) & VAULT**



RESIDENTIAL DRIVEWAY

DESCRIPTION

R E V I S I O N S



01/03/2023

DATE:





129TH AVE & KING RD UTILITY UNDERGROUNDING HAPPY VALLEY, OREGON - CIP-11-22

**DETAILS** 

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

SHEET NO.

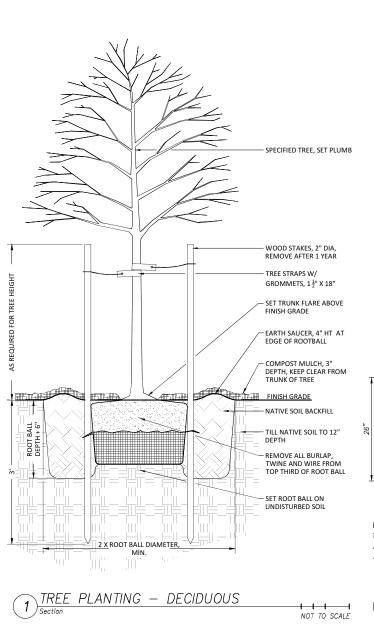
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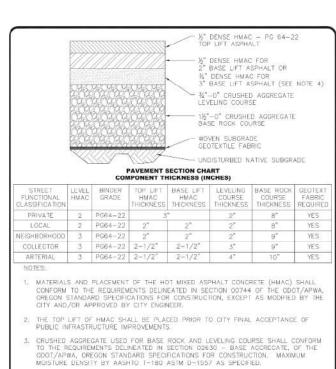
HAP-14

FILL WITH CONCRETE

4" GALVANIZED PIPE

PAINT YELLOW AND





%" DENSE HMAC MAY BE USED IN-LIEU-OF %" DENSE HMAC FOR THE BASE LIFT OF ASPHALT.

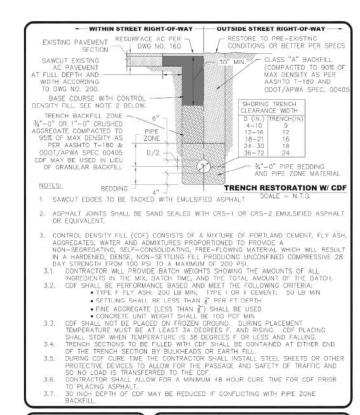
DWG NO: 160

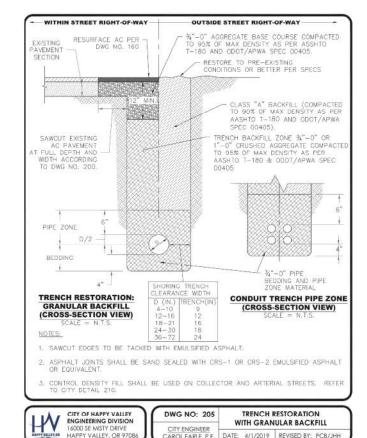
**ENGINEERING DIVISION** 

16000 SE MISTY DRIVE HAPPY VALLEY, OR 9708

PAVEMENT SECTIONS

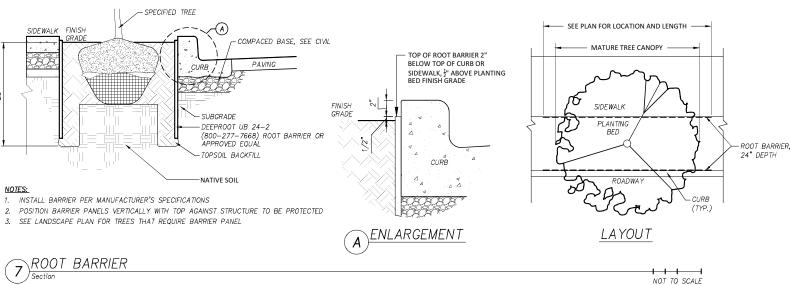
CITY ENGINEER
CAROL EARLE, P.E. DATE: 4/1/2019 REVISED BY: PCB/JHH





16000 SE MISTY DRIVE HAPPY VALLEY, OR 970











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phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

**DETAILS** 129TH AVE & KING RD UTILITY UNDERGROUNDING HAPPY VALLEY, OREGON - CIP-11-22

4.2

JOB NO. HAP-14

AROL EARLE, P.E. DATE: 4/1/2019 REVISED BY: PCB/JHF

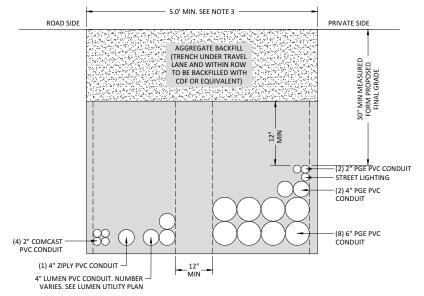
MISC. UTILITIES 3' TRENCH SECTION

SEE ILLUMINATION PLANS FOR STREET LIGHTING CONDUIT AND CITY COMMUNICATION CONDUIT UNDER SIDEWALK

\*ADJUST DEPTH FOR STORM AND WATER LATERALS AS REQUIRED TO MAINTAIN REQUIRED CLEARANCES.

#### NOTES

- TRAFFIC SIGNAL, LIGHTING, AND INTERCONNECT CONDUITS SHOULD HAVE A MIN. COVER OF 3' AT ROADWAY CROSSINGS AND 2' UNDER SIDEWALKS.
- 2. PRIVATE UTILITIES MAY HAVE MULTIPLE CONDUITS WHICH MAY AFFECT TRENCH WIDTH. SEE PRIVATE UTILITY PLANS.
- 3. MAINTAIN 12" HORIZONTAL AND VERTICAL CLEARANCE BETWEEN GAS AND OTHER UTILITIES.
- 4. MIN. TRENCH DEPTH MAY INCREASE (AS REQUIRED) AT CONNECTION TO VAULT STRUCTURES.
- 5. MISCELLANEOUS TRENCH WIDENING AS REQUIRED FOR CONNECTION TO VAULTS IS TO BE CONSIDERED PART OF OR INCIDENTAL TO VAULT INSTALLATIONS.
- REFER TO TRENCH DETAILS 205 AND 210 ON SHEET 4.2 FOR BACKFILL AND RESURFACING INFORMATION.



#### MISC. UTILITIES 5' TRENCH SECTION (MAX TRENCH WIDTH)

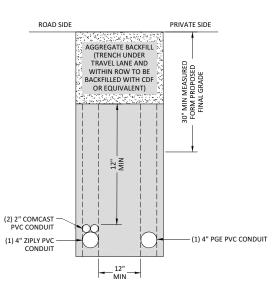
SCALE: 1" = 1'

SEE ILLUMINATION PLANS FOR STREET LIGHTING CONDUIT AND CITY COMMUNICATION CONDUIT UNDER SIDEWALK

\*ADJUST DEPTH FOR STORM AND WATER LATERALS AS REQUIRED TO MAINTAIN REQUIRED CLEARANCES.

#### NOTE

- TRAFFIC SIGNAL, LIGHTING, AND INTERCONNECT CONDUITS SHOULD HAVE A MIN. COVER OF 3' AT ROADWAY CROSSINGS AND 2' UNDER SIDEWALKS.
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- 5. MISCELLANEOUS TRENCH WIDENING AS REQUIRED FOR CONNECTION TO VAULTS IS TO BE CONSIDERED PART OF OR INCIDENTAL TO VAULT INSTALLATIONS.
- REFER TO TRENCH DETAILS 205 AND 210 ON SHEET 4.2 FOR BACKFILL AND RESURFACING INFORMATION.

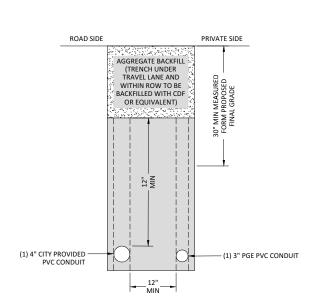


SEE ILLUMINATION PLANS FOR STREET LIGHTING CONDUIT AND CITY COMMUNICATION CONDUIT UNDER SIDEWALK

\*ADJUST DEPTH FOR STORM AND WATER LATERALS AS REQUIRED TO MAINTAIN REQUIRED CLEARANCES.

#### NOTES

- TRAFFIC SIGNAL, LIGHTING, AND INTERCONNECT CONDUITS SHOULD HAVE A MIN. COVER OF 3' AT ROADWAY CROSSINGS AND 2' UNDER SIDEWALKS.
- 2. PRIVATE UTILITIES MAY HAVE MULTIPLE CONDUITS WHICH MAY AFFECT TRENCH WIDTH. SEE PRIVATE UTILITY PLANS.
- 3. MAINTAIN 12" HORIZONTAL AND VERTICAL CLEARANCE BETWEEN GAS AND OTHER UTILITIES.
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- MISCELLANEOUS TRENCH WIDENING AS REQUIRED FOR CONNECTION TO VAULTS IS TO BE CONSIDERED PART OF OR INCIDENTAL TO VAULT INSTALLATIONS.
- 6. REFER TO TRENCH DETAILS 205 AND 210 ON SHEET 4.2 FOR BACKFILL AND RESURFACING INFORMATION.



PRIVATE CONVERSION 2' TRENCH SECTION

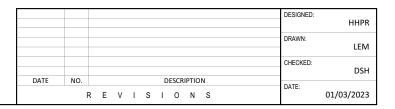
FOR STREET LIGHTING
CONDUIT AND CITY
COMMUNICATION CONDUIT
UNDER SIDEWALK

\*ADJUST DEPTH FOR STORM AND WATER LATERALS AS REQUIRED TO MAINTAIN REQUIRED CLEARANCES.

#### NOTE

- TRAFFIC SIGNAL, LIGHTING, AND INTERCONNECT CONDUITS SHOULD HAVE A MIN. COVER OF 3' AT ROADWAY CROSSINGS AND 2' UNDER SIDEWALKS.
- 2. PRIVATE UTILITIES MAY HAVE MULTIPLE CONDUITS WHICH MAY AFFECT TRENCH WIDTH. SEE PRIVATE UTILITY PLANS.
- 3. MAINTAIN 12" HORIZONTAL AND VERTICAL CLEARANCE BETWEEN GAS AND OTHER UTILITIES.
- 4. MIN. TRENCH DEPTH MAY INCREASE (AS REQUIRED) AT CONNECTION TO VAULT STRUCTURES.
- 5. MISCELLANEOUS TRENCH WIDENING AS REQUIRED FOR CONNECTION TO VAULTS IS TO BE CONSIDERED PART OF OR INCIDENTAL TO VAULT INSTALLATIONS.
- 6. REFER TO TRENCH DETAILS 205 AND 210 ON SHEET 4.2 FOR BACKFILL AND RESURFACING INFORMATION.

### SE SCOTT CREEK LANE SECONDARY 2' TRENCH SECTION







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JOINT TRENCH DETAILS

129TH AVE & KING RD UTILITY UNDERGROUNDING

HAPPY VALLEY, OREGON - CIP-11-22

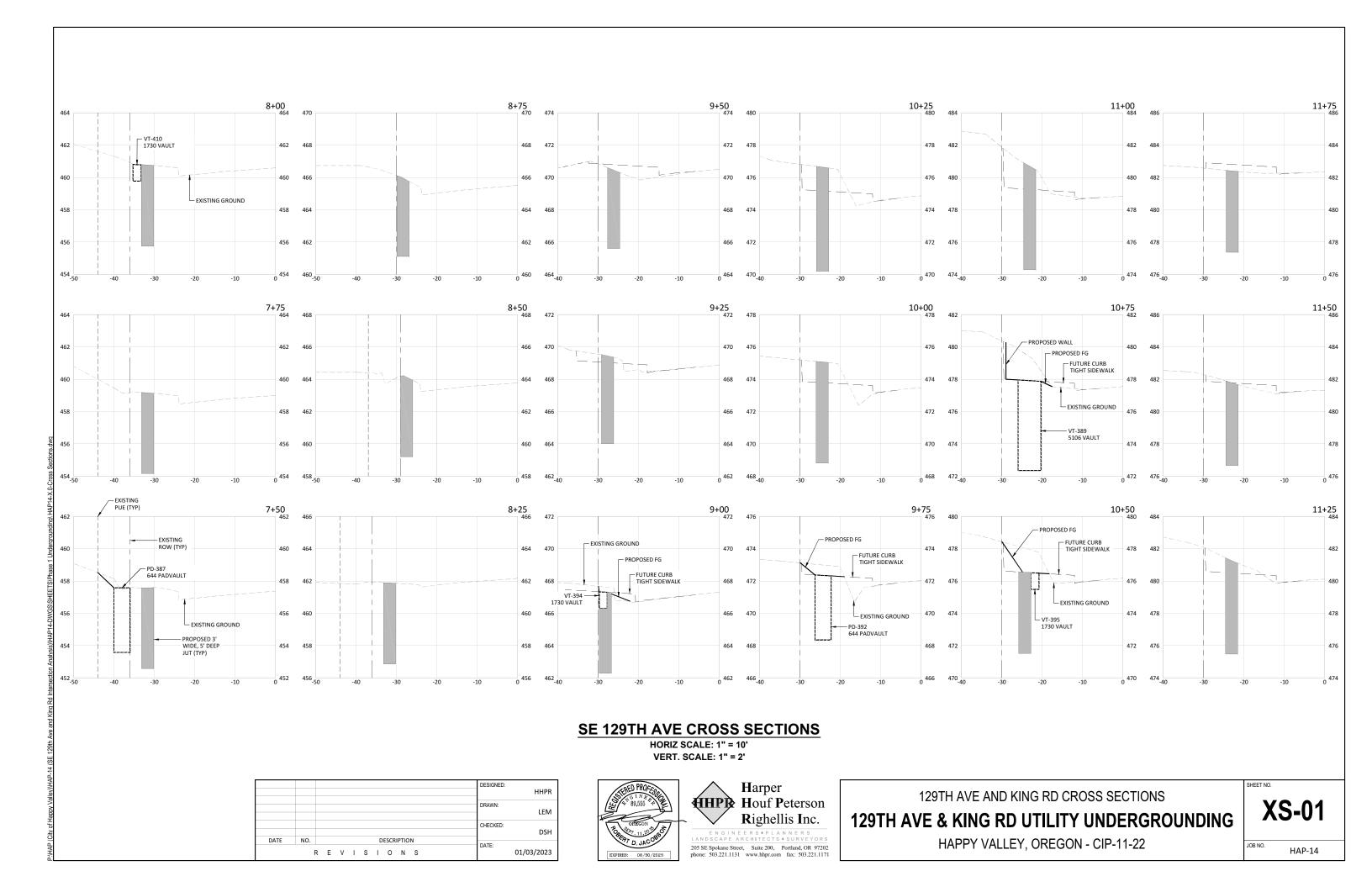
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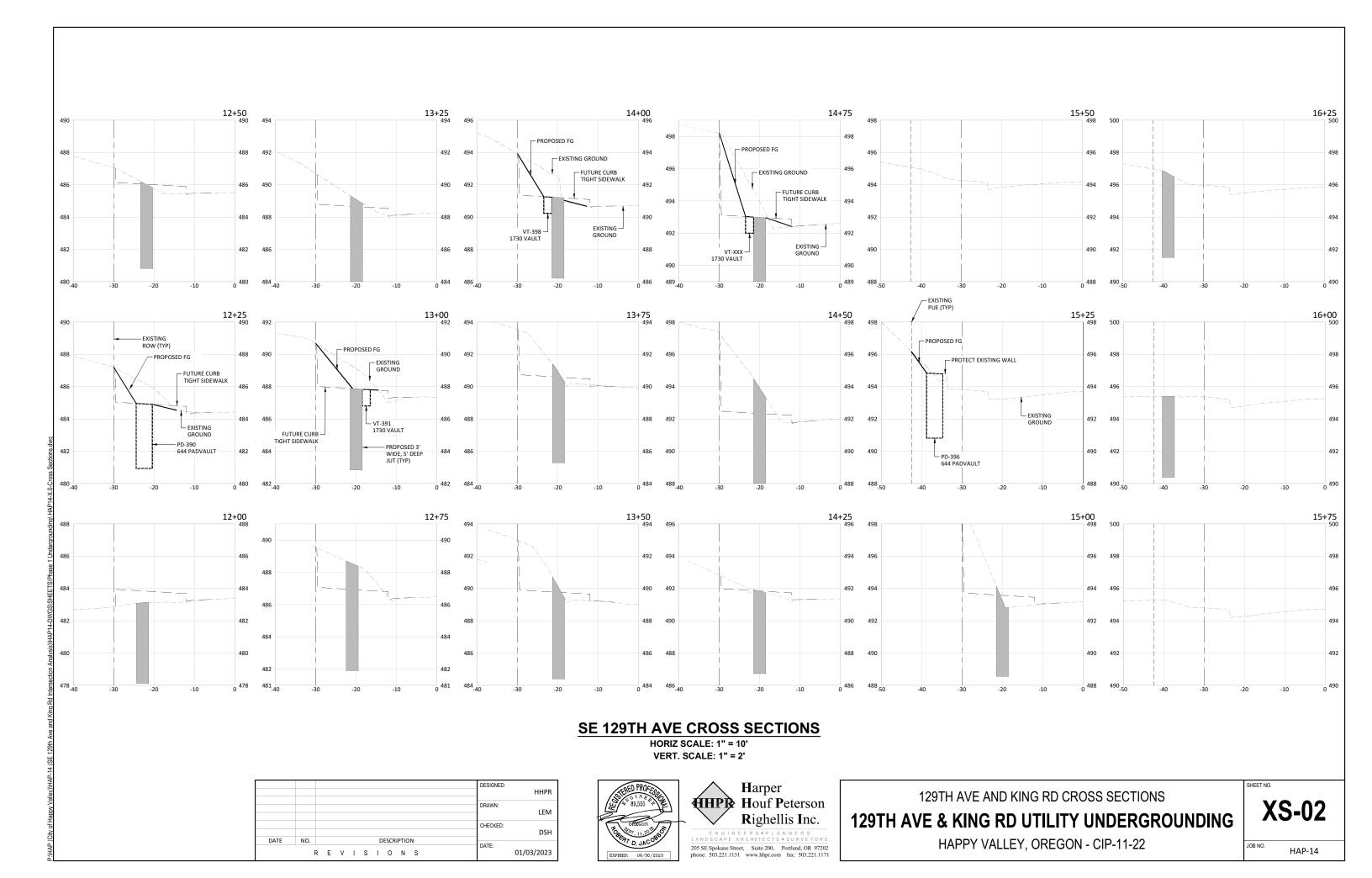
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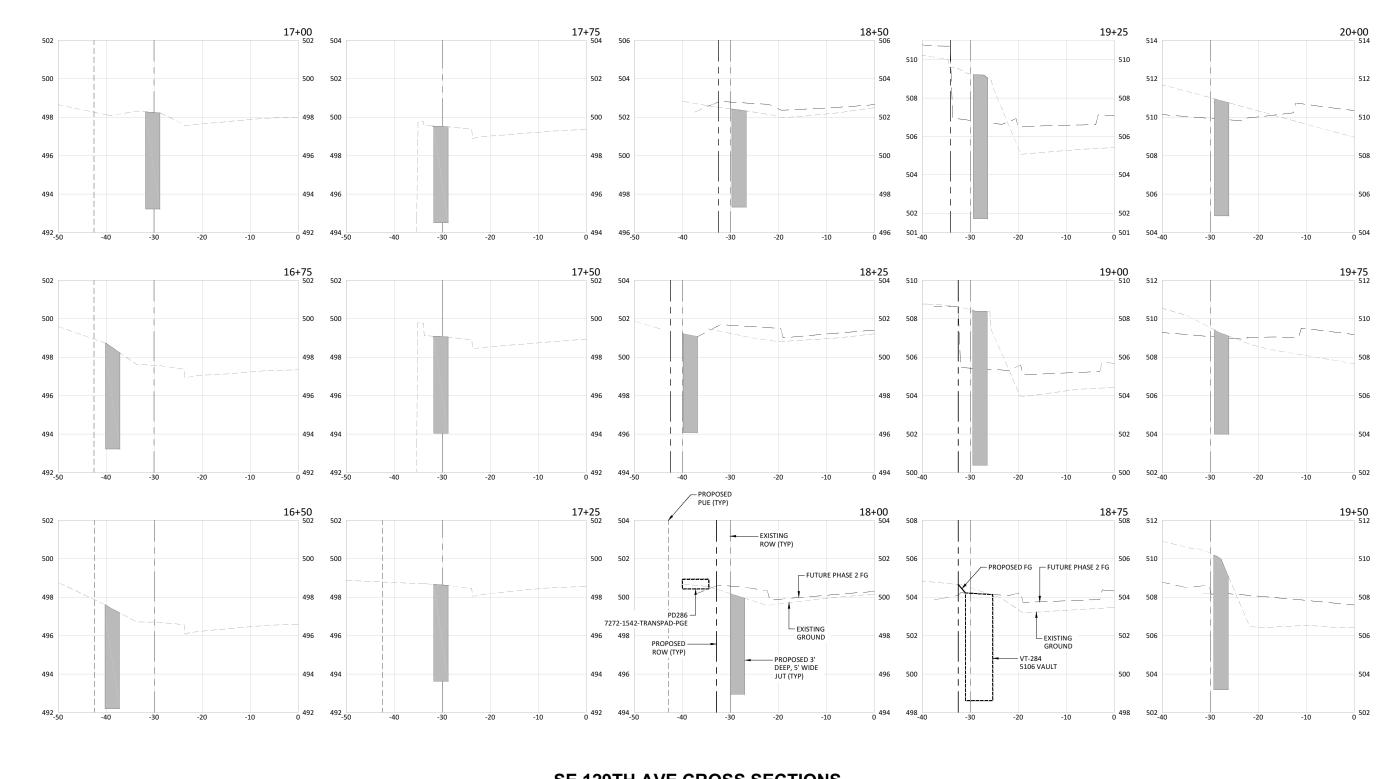
HAP-14

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JOB NO.







## **SE 129TH AVE CROSS SECTIONS**

HORIZ SCALE: 1" = 10' VERT. SCALE: 1" = 2'







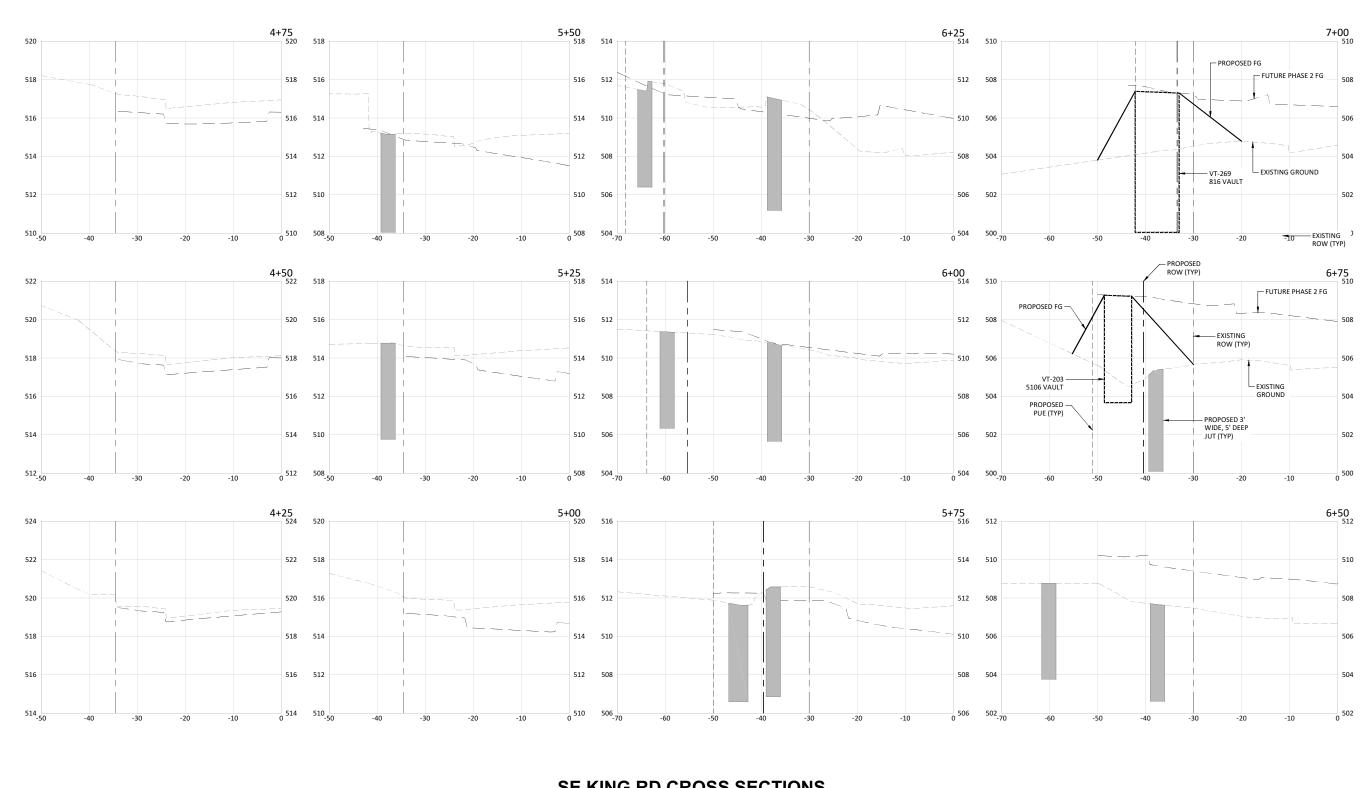
129TH AVE AND KING RD CROSS SECTIONS

129TH AVE & KING RD UTILITY UNDERGROUNDING

HAPPY VALLEY, OREGON - CIP-11-22

XS-03

JOB NO. HAP-14



# **SE KING RD CROSS SECTIONS**

HORIZ SCALE: 1" = 10' VERT. SCALE: 1" = 2'





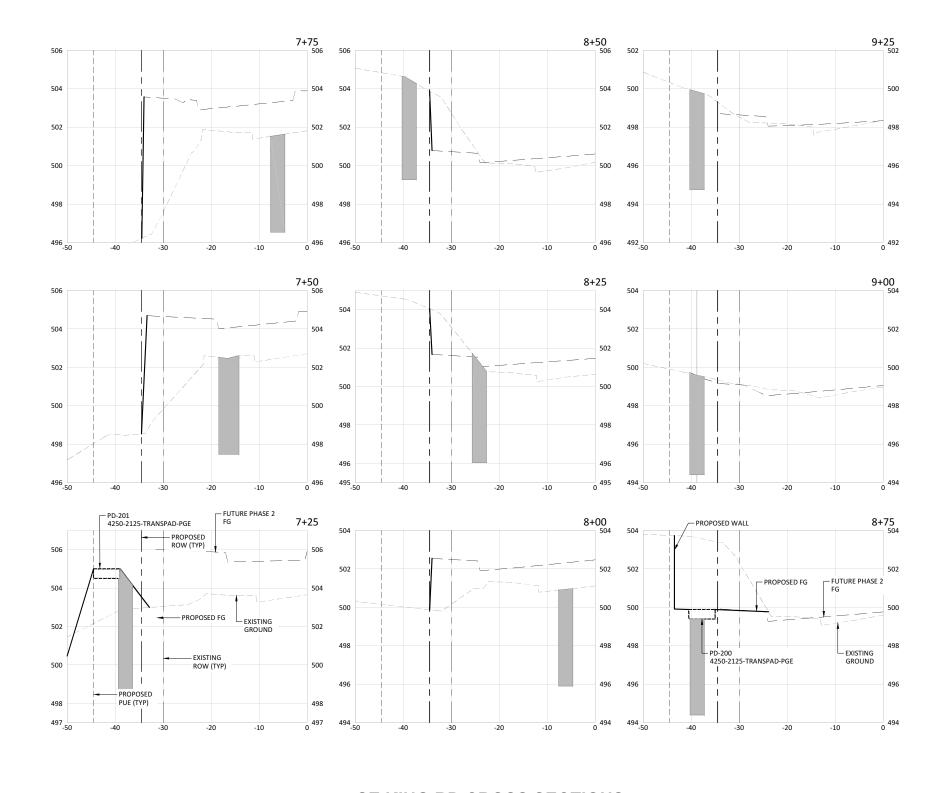


129TH AVE AND KING RD CROSS SECTIONS 129TH AVE & KING RD UTILITY UNDERGROUNDING

XS-04

HAPPY VALLEY, OREGON - CIP-11-22

JOB NO. HAP-14



# **SE KING RD CROSS SECTIONS**

HORIZ SCALE: 1" = 10' VERT. SCALE: 1" = 2'







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129TH AVE AND KING RD CROSS SECTIONS

# 129TH AVE & KING RD UTILITY UNDERGROUNDING

HAPPY VALLEY, OREGON - CIP-11-22

XS-05

JOB NO.

HAP-14