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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: _____

Firm Name: _____

Address: _____

Street Address

City and State

Zip

Phone: _____ Fax: _____

Contact Name: _____ Email: _____

I would like to receive any subsequent addenda via email.

I have read and thoroughly understand the disclaimer, instructions, and all other conditions related to downloading solicitation documents from the City of Happy Valley's web page.

I hereby attest that this information, to the best of my knowledge, is valid and correct.

Signature: _____ Date: _____

Next Step: When you have completed this form, please send it to the following email:

Email: plans-engineering@happyvalleyor.gov



BID BOOKLET & CONTRACT DOCUMENTS

FOR THE

2023 STREET IMPROVEMENT PROJECT CIP-02-23

HAPPY VALLEY, OREGON

ODOT CLASSIFICATION:

ASPHALT CONCRETE PAVING & OILING AND PAVEMENT MARKING

MAY 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, May 12, 2023

LAST DATE TO PROTEST SPECIFICATIONS
(7 DAYS PRIOR TO BID OPENING)

**Thursday, May 25, 2023
at 4:00 PM**

BID OPENING

**Thursday, June 1, 2023
at 2:00 PM**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE

**Thursday, June 1, 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**



Location: 16000 SE Misty Drive
Happy Valley, OR 97086

Telephone: (503) 783-3800

Fax: (503) 658-5174

Website: Happyvalleyor.gov



Location: 4500 Kruse Way, Suite 250
Lake Oswego, OR 97035-2564

Telephone: (503) 597-3222

Fax: (503) 597-7655

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INVITATION TO BID

INVITATION TO BID

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

2023 STREET IMPROVEMENT PROJECT CIP-02-23

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

PUBLIC BID OPENING..... Thursday, June 1, 2023 at 2:00 PM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE..... Thursday, June 1, 2023 at 4:00 PM

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

The base bid for this project generally includes reconstruction, repair, and overlay street improvements for three (3) streets in Happy Valley, Oregon. Proposed work includes the following:

- **Pavement Grinding:** 3,275 +/- SY
- **Cement Treated Sub-Grade (CTB)** 1,038 +/- SY
- **Overlay Street to 2" Thickness:** 254 +/- TONS
- **Paving Street to 5" Thickness:** 325 +/- TONS
- **Striping:** 678 +/- square feet of 12" stop & crosswalk bars, 142 +/- square feet of 12" white crosswalk, 166 +/- lineal feet of 8" lane stripping, 596 +/- lineal feet of 4" double yellow lane striping, 4 (four) turn arrows, 1 (one) STOP legend
- **ADA Ramp Construction:** 7 +/- Ramps

Construction must be completed no later than **Friday, August 25, 2023.**

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

Project and bid documents are available on the City's website

<https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements>

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 **May 12, 2023**, and published as of this date on:

- City of Happy Valley website:
<https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements>
- 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, (sallyc@happyvalleyor.gov)

or

Bob Balgos, P.E., Senior Engineer, 503.886.8495, (bbalgos@happyvalleyor.gov)

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
2023 Street Improvement Project
CIP-02-23

Submitted by: _____

Address: _____

Date: _____, 2023 Phone number: _____

Federal Tax I.D. Number 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 **2023 Street Improvement Project CIP-02-23** 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 ORS 279C.830 and all other bonding and insurance requirements have been met and a *Notice to Proceed* has been issued.
- l) Contractor shall commence no work under this contract until all bonding and insurance requirements have been met and a *Notice to Proceed* has been issued.
- m) Upon receiving notice to proceed from the Project Manager, the Contractor shall meet with the Project Manager for a preconstruction conference at a time mutually agreed upon. At this conference, the Contractor shall furnish the Project Manager with a proposed schedule of work.
- n) In the event the Bidder is awarded the contract and shall fail to complete the work within the time frame specified, including extensions granted, liquidated damages and engineering expenses shall be paid to the City as outlined in the *Standard Specifications* for each day of delay in the completion of the work.

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

If the Bidder is awarded a Contract on this Proposal, the surety who will provide the **Performance Bond** will be:

_____, whose
address is: _____

Contractor shall check if in compliance:

☐ Drug Testing Requirement, as defined in ORS 279C.505

Contractor shall check applicable box:

☐ Resident Bidder As defined in ORS 279A.120

☐ Non-Resident Bidder Resident State: _____

CONSTRUCTION CONTRACTOR REGISTRATION

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

Indicate Registration Number and Expiration Date: _____

Workers' Comp Insurance Company: _____

Workers' Comp Policy/Binder Number: _____

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

_____ Name	_____ Title
---------------	----------------

_____ Name	_____ Title
---------------	----------------

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this

_____ day of _____, 2023

Name of Firm

Signature of Bidder

(If Corporation)

In witness whereof, the undersigned corporation has caused this instrument to be executed by its duly authorized officers this

_____ day of _____, 2023

Name of Corporation

By

Title



2023 STREET IMPROVEMENT PROJECT

CIP-02-23

BID SCHEDULE

BID ITEM	ODOT #	DESCRIPTION	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
SCHEDULE A - SE 147TH AVENUE						
A.1	00210.00	Mobilization	1	LS	\$	\$
A.2	00220.00	Work Zone Traffic Control, Including TPAR	1	LS	\$	\$
A.3	00310.00	Removal of Concrete Curbs	197	LF	\$	\$
A.4	00310.00	Removal of Concrete Sidewalk	282	SY	\$	\$
A.5	00310.00	Concrete Saw Cutting	137	LF	\$	\$
A.6	00310.00	Asphalt Saw Cutting	260	LF	\$	\$
A.7	00310.00	Erosion Control	1	LS	\$	\$
A.8	00330.00	General Excavation	15	CY	\$	\$
A.9	00344.00	Treated Sub-Grade - 12" Thick	1038	SY	\$	\$
A.10	00344.00	Portland Cement Powder	32	TON	\$	\$
A.11	00490.00	Adjusting Boxes, Cleanout & Gas/Water Valve Cans	5	EA	\$	\$
A.12	00490.00	Minor Adjustment of Manholes	5	EA	\$	\$
A.13	00620.00	Asphalt Grinding/Cold Plane Pavement Removal, Various Depths	3049	SY	\$	\$
A.14	00641.00	3/4" - 0 Aggregate Base, 2" Thick	1038	SY	\$	\$
A.15	00745.00	Level 3, 1/2" ACP/HMAC, Full depth, 2" Thick in 1 Lift	228	TON	\$	\$
A.16	00745.00	Level 3, 1/2" ACP/HMAC, Full depth, 5" Thick in 2 Lifts	325	TON	\$	\$
A.17	00759.00	Portland Cement Structures - NW ADA Ramp Improvements	1	EA	\$	\$
A.18	00759.00	Portland Cement Structures - NE ADA Ramp Improvements	1	EA	\$	\$
A.19	00759.00	Portland Cement Structures - Midblock ADA Ramp Improvements	2	EA	\$	\$
A.20	00759.00	Portland Cement Structures - SW ADA Ramp Improvements	1	EA	\$	\$
A.21	00759.00	Portland Cement Structures - SE ADA Ramp improvements	1	EA	\$	\$
A.22	00759.00	Portland Cement Structures - SE 147th Ave & SE Oregon Trail Drive ADA Ramp Improvements	1	EA	\$	\$
A.23	00865.00	Longitudinal Pavement Markers, 4" Double Lane Striping	596	LF	\$	\$
A.24	00865.00	Longitudinal Pavement Markers, 8" Lane Striping	166	LF	\$	\$
A.25	00867.00	Thermoplastic Bar, Type AB, Crosswalk, Stop bar	142	LF	\$	\$
A.26	00867.00	Thermoplastic Bar, Type AB, Stop & Crosswalk Bars(s), 12" White Striping	678	SF	\$	\$
A.27	00867.00	Thermoplastic Symbol, Type AB, Turn Arrow(s)	4	EA	\$	\$
A.28	00867.00	Thermoplastic Symbol, Type AB, STOP Legend	1	EA	\$	\$
A.29	01040.00	Landscape Restoration	1	LS	\$	\$

Subtotal for Schedule A



2023 STREET IMPROVEMENT PROJECT CIP-02-23

BID SCHEDULE

BID ITEM	ODOT #	DESCRIPTION	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
----------	--------	-------------	-----------	------	------------	------------

SCHEDULE B - SE PORTLAND VIEW PLACE

A.1	00210.00	Mobilization	1	LS	\$	\$
A.2	00220.00	Work Zone Traffic Control, Including TPAR	1	LS	\$	\$
A.3	00310.00	Erosion Control	1	LS	\$	\$
A.4	00620.00	Asphalt Grinding/Cold Plane Pavement Removal, 2" Depth	64	SY	\$	\$
A.5	00745.00	Level 2, 1/2" ACP/HMAC, Full depth, 2" Thick in 1 Lift	7	TON	\$	\$

Subtotal for Schedule B

SCHEDULE C - SE SHADY MEADOW COURT

A.1	00210.00	Mobilization	1	LS	\$	\$
A.2	00220.00	Work Zone Traffic Control, Including TPAR	1	LS	\$	\$
A.3	00310.00	Erosion Control	1	LS	\$	\$
A.4	00620.00	Asphalt Grinding/Cold Plane Pavement Removal, 2" Depth	162	SY	\$	\$
A.5	00745.00	Level 2, 1/2" ACP/HMAC, Full depth, 2" Thick in 1 Lift	19	TON	\$	\$

Subtotal for Schedule C

CONSTRUCTION TOTAL

\$

Dollars

Total Bid Amount (In Words)

Contractor Company Name:

Contact Name:

Telephone Number:

Contractor CCB#

Please use this form to submit bid
Bids Due no later than 2:00 PM on Tuesday, June 1, 2023
mailed or delivered to City of Happy Valley, 16000 SE Misty Drive
ATTN: Sally Curran, City Engineer

BIDDER'S CHECKLIST

1. Submittal of bid security in the amount of 10% of the bid for bids over \$10,000.
2. Acknowledgement of addenda form.
3. Indication of resident/non-resident bidder in the proposal section.
4. Submittal of first tier sub-contractors disclosure form for projects over \$100,000.

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

Signature

Title

Date

2023 STREET IMPROVEMENT PROJECT CIP-02-23

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 Two (2) Working Hours After Bid Closing Time

- ☐ First Tier Subcontractors Form

Due on Date of Bid Opening

- ☐ Proof of Prequalification



FIRST-TIER SUB-CONTRACTOR DISCLOSURE FORM

PROJECT NAME: 2023 Street Improvement Project CIP-02-23

BID OPENING: Date: Thursday, June 1, 2023 Time: 4:00 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 **MUST** be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within **two (2) working hours after the advertised bid closing time.**

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

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

List below the name of each sub-contractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the sub-contract.

Enter "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
2023 STREET IMPROVEMENT PROJECT CIP-02-23

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

WHEREAS, the Principal has submitted a bid for _____

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

Signed and sealed this _____ day of _____, 2023.

Principal: _____ Surety: _____

By: _____

Title: _____

By: _____

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 business in the State of Oregon, as Surety (“Surety”), jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns unto the City of Happy Valley, Oregon (“City” and/or “Obligee”), for payment of this performance guarantee (“Guarantee”) in the amount of _____ (\$ _____) as provided herein.

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

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

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

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

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

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

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

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

City

Principal

Surety or Attorney-in-Fact

Printed Name of Authorized City Signatory

Printed Name of Principal

Printed Name of Authorized Surety or
Attorney-in-Fact Signatory

Title

Title

Title

Signature of Authorized City Signatory

Signature of Principal

Signature of Authorized Surety or
Attorney-in-Fact Signatory

16000 SE Misty Drive
Address Line 1

Address Line 1

Address Line 1

Happy Valley, OR 97086
Address Line 2

Address Line 2

Address Line 2

Date

Date

Date

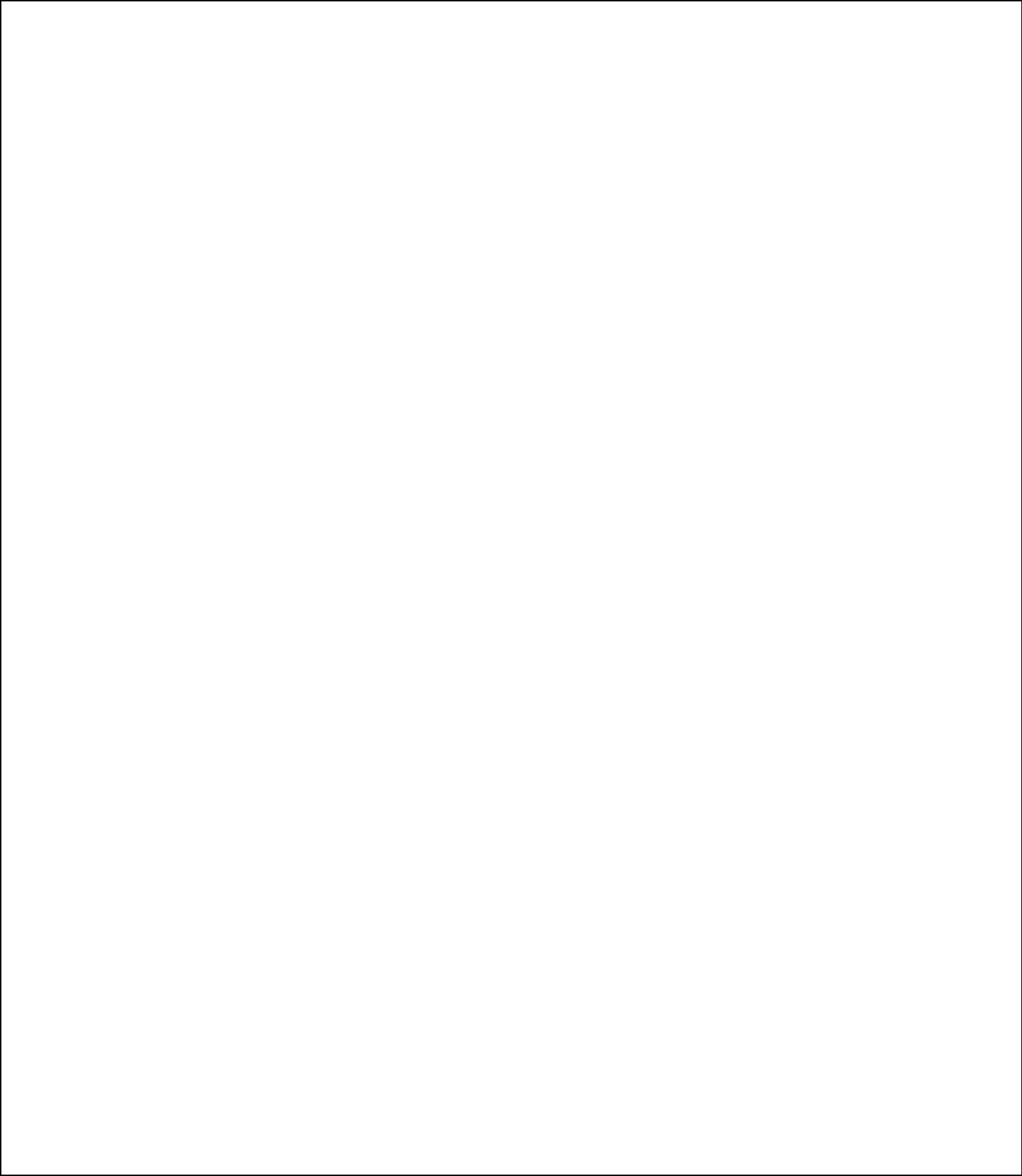
Telephone Number

Telephone Number

Email Address

Email Address

Exhibit A





PAYMENT BOND
2023 STREET IMPROVEMENT PROJECT CIP-02-23

KNOW ALL MEN BY THESE PRESENTS, that we _____

as PRINCIPAL, and _____

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

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

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 OBLIGEEES, 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 parties hereto have caused this bond to be executed in _____

_____, this _____ day of _____, 2023

_____ (SEAL)

PRINCIPAL

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”) and _____, a corporation organized under the State of _____ 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 unto the City of Happy Valley, Oregon, (“City”), for payment of this guarantee in the amount of _____ (\$ _____) as provided herein.

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

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

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

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

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

City

Principal

Surety or Attorney-in-Fact

Printed Name of Authorized City Signatory

Printed Name of Principal

Printed Name of Authorized Surety or
Attorney-in-Fact Signatory

Title

Title

Title

Signature of Authorized City Signatory

Signature of Principal

Signature of Authorized Surety or
Attorney-in-Fact Signatory

16000 SE Misty Drive

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Happy Valley, OR 97086

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Date

Date

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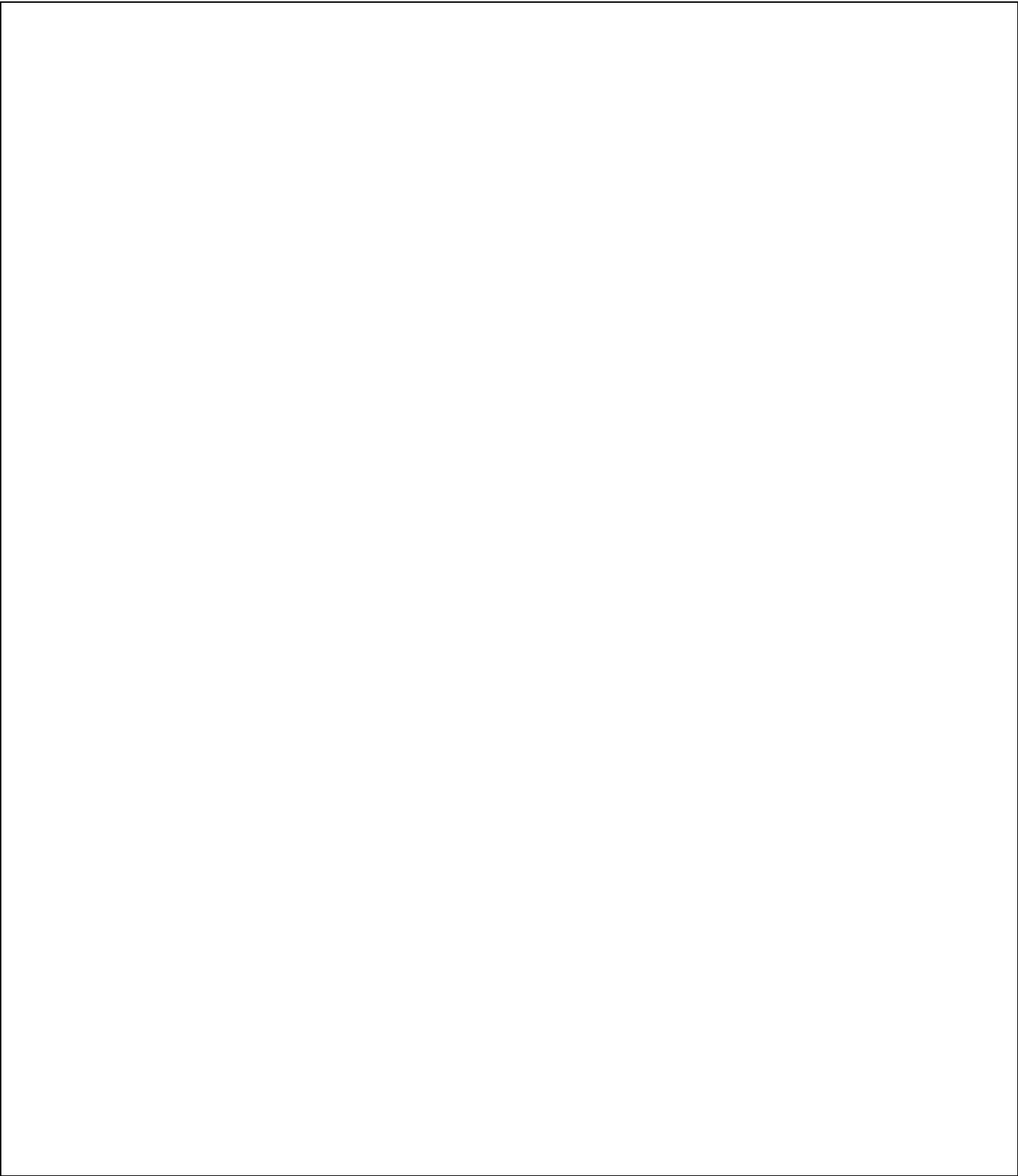
Telephone Number

Telephone Number

Email Address

Email Address

Exhibit A





CONTRACT FOR SERVICES 2023 STREET IMPROVEMENT PROJECT CIP-02-23

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

2023 STREET IMPROVEMENT PROJECT CIP-02-23 (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. COMPENSATION

- (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 279C.830 (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, August 25, 2023.**

The daily amount of the liquidated damages will be \$500 per Calendar Day* 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 liquidated damages will be \$100 per calendar day for failure to open street on time at end of work day as required by 00220.40(e), 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

Authorized Signature Date

Printed Name and Title

Company Address (line one)

Company Address (line two)

Email Address (line two)

Federal Tax ID

CITY OF HAPPY VALLEY

Public Works Director Signature Date

Printed Name, Public Works Director

City Engineer Signature Date

Printed Name, City Engineer

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:

https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf

City of Happy Valley Engineering Design and Standard Details Manual can be found at:

<https://www.happyvalleyor.gov/business/engineering-division/design-manual-details/>

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

**Special Provisions
for the
Construction of

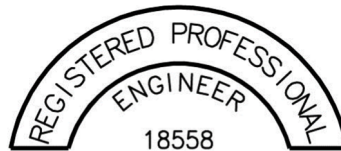
2023 STREET IMPROVEMENT PROJECT

CIP 02-23

MAY 2023

CITY OF HAPPY VALLEY

CLACKAMAS COUNTY, OREGON**



RENEWS: 12/31/2024

Prepared by:



PACE ENGINEERS, INC.
4500 Kruse Way, Suite 250
Lake Oswego, OR 97035-2564
Phone: (503) 597-3222 Fax: (503) 597-7655

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WORK TO BE DONE

The Work to be done under this Contract includes, but is not inclusive of the following **2023 STREET IMPROVEMENT PROJECT CIP 02-23** in the City of Happy Valley in Clackamas County:

1. Implement temporary traffic control measures.
2. Grind off all thermoplastic pavement markings.
3. Grind existing pavement.
4. Construct commercial driveways & ADA ramp.
5. Cement treat base.
6. Clean streets.
7. Construct final pavement surface.
8. Raise valve boxes, manholes and monument boxes.
9. Install permanent pavement marking.
10. Perform additional and incidental work as called for by the specifications and plans.

APPLICABLE SPECIFICATIONS

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

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

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

CLASS OF PROJECT

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

CLASS OF WORK FOR THIS PROJECT

Asphalt Concrete Paving & Oiling, and Pavement Marking

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

UNC – Utility Notification Center

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

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the City prior to approval of such work.

Bonds – The bond or surety bond is a written document given by the surety and principal to the obligee 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:

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

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

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

Notice of Intent to Award – A written notice from the 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.

END OF SECTION

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

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

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.

00120.05 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 (<https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/>) 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:

<https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements/>.

Bidders who have provided a "Return Receipt" 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 proposals** - Bidders must submit their proposals on the Bid Schedule 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 a minimum of 3-days 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 <https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements>.

- b) Bid Guaranty** – All bids shall be accompanied by a Bid Guaranty. 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. Failure to submit shall be cause to reject bid.

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.

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

- c) Disclosures for 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, the bidder shall submit to the City on the form provided in these Bid Documents, a disclosure, identifying the first-tier subcontractors that will be furnishing labor, or will be furnishing labor and materials in connection with the Project, and whose contract value is equal to or greater than:

- 5% of the total project bid, but at least \$15,000,; or

- \$350,000, regardless of the percentage of the total Project bid.

For each subcontractors listed Bidders 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.

If there are no subcontracts subject to the above disclosure requirements a Bidder shall indicate this by entering "NONE" on the Disclosure Form.

The form may be submitted with the bid in the same envelope at the Bid closing date and time or submitted in a separate sealed envelope no later than two hours after the Bid closing date and time

The City shall consider the bid of any contractor 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:

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.

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:

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

00120.70 Rejection of Non-Responsive Bids – Delete verbiage in this 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 acceptance or reject a contract awarded to him except as herein provided, or if they do not comply with prescribed public contracting procedures and requirements including the requirement to demonstrate the bidders responsibility under **ORS 279C.375(3)(b)**. Bids in which the prices are obviously unbalanced may be rejected.

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

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 standard bid bond form is not used or is altered.
- 11) Pre-Qualification submission requirements are not met.
- 12) The Oregon Construction Contractors Board registration number and expiration date are not shown on the bid if required by the bid document. This requirement applies to State-funded projects, with the exception of aggregate production and landscape projects.
- 13) A disclosure of first-tier subcontractors/material suppliers, if required under 00120.40(f), is not received within two working hours of the time bids are due to be submitted, or the disclosure form is not complete.
- 14) The 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.

END OF SECTION

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

00130.10 Award of Contract – Add the following paragraph to the end of this sub-section:

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

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

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

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

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

00130.40 Contract Submittals

(f) Maintenance Bond – Add this sub-section and the following specifications:

To guarantee against defects the successful bidder is required to furnish a Maintenance Guarantee in the amount of 25% of the contracted amount for a period of two (2) years from the

date of acceptance.

00130.50 Execution of Contract and Bonds – Replace the first paragraph of this sub-section with the following:

(a) By the Bidder –

The successful bidder shall return the required number of Contract booklets with the properly executed Contract, Performance Bond, Payment Bond, Certificate of Workers' Compensation coverage, Certificates of Insurance and any and all other pertinent contract materials requested by the City. All original documents must be returned within **15 calendar days** after the date on which the request was sent. If the successful bidder fails to comply with any of the requirements herein, the City may determine the Bidder has abandoned the contract and thereupon the security accompanying this proposal shall be forfeited and the same shall become the property of the City.

END OF SECTION

SECTION 00140 - SCOPE OF WORK

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

00140.30 Agency-Required Changes in the Work – Delete last paragraph in this sub-section and replace with the following:

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

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

00140.50 Environmental Pollution Changes – Delete verbiage in this subsection and replace with the following:

In compliance with **ORS 279C.525**, lists of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract are listed in the 2021 Oregon Department of Transportation Standard Specifications for Construction, Section 00170.01.

END OF SECTION

SECTION 00150 - CONTROL OF WORK

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

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

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

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

00150.30 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 (1) 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.

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

Portions of this project will involve work in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations as deemed by the Engineer to be caused by the Contractor operations, shall be repaired or replaced to equal or better condition at the Contractor's expense. In addition, prior to construction, the Contractor shall provide to the Engineer a video file, or other accepted photographic evidence, showing private property which may be disturbed during construction.

END OF SECTION

SECTION 00160 - SOURCE OF MATERIALS

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

00160.01 Notification of Source of Supply and Materials – Delete last two paragraphs of

(a) All Materials (regarding DBE Suppliers)

00160.50(b) Waste, Excess, and By-Product Materials – Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specified by the Engineer, all waste, excess, and by-product materials resulting from the Work are the property of the Contractor and are to be removed from the site. The cost of removal and disposal of waste, excess, and by-product materials will be incidental to applicable pay items, and no additional payment will be made for such removal.

END OF SECTION

SECTION 00165 – QUALITY OF MATERIALS

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

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

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

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

All testing required to be performed by the Contractor will be considered incidental to the Level 3, 1/2" ACP/HMAC, Full Depth, 2" Thick in 1 Lift, Level 3, 1/2" ACP/HMAC, full depth, 5" Thick in 2 Lifts, Level 2, 1/2" ACP/HMAC, Full Depth, 2" Thick in 1 Lift pay items and will be at the Contractor's expense.

END OF SECTION

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.00 General – Add the following specifications to the end of this sub-section:

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

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 form will be required. Contractor to provide their information and sign. City will fill out and keep on file. No fees will be collected.

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. 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

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

(c) Electronic Submittal Requirements - Delete verbiage in this sub-section and replace with the following:

Unless otherwise allowed or directed by the Engineer, all documents submitted to the Agency for this Contract that require a signature shall be signed by a person with appropriate authority by applying:

- An original handwritten signature to a document and scanning the document into PDF format.
- An electronic signature to a document and converting the document in PDF format.
- An approved third-party verifiable digital signature to a PDF document such as DocuSign.

Documents that require a signature, but do not have a signature in accordance with this sub-section, or were signed by a person without appropriate authority; or documents that were signed with a digital signature but are submitted in a form such that the digital signature is not verifiable by the Engineer, will be considered as not received and of no effect. Notice requirements will not be satisfied, and payments may be withheld for any affected work items until the required documents with compliant signatures have been received.

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

00170.61 Industrial Accident Protection – Delete last phrase in

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

...by "Contract for Services" agreement.

00170.65 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 the provisions of **ORS 279C.800** through **ORS 279C.** are to be complied with. The Contractor shall pay the existing rate of wage which may be paid to workers

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

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

Insurance requirement shall be as stated in the “Contract for Services” agreement.

- Submit Additional Insured Endorsements with the Certificate(s) of Insurance on forms acceptable to the City.

Add the following to the end of this sub-section:

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

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

00170.85 Responsibility for Defective Work – Replace the second paragraph of **(b)(2) General Warranty for Local Agency Projects** with the following:

The Contractor shall warrant all work and workmanship, including Changed Work, Additional Work, Incidental Work On-site Work and extra Work, and Materials and Equipment incorporated in the Work for 2 years from the date that the Agency has provided final acceptance.

END OF SECTION

SECTION 00180 – PROSECUTION AND PROGRESS

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

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

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

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

- Construction shall be limited 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
- Overlaid 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 will be applied due to inconveniencing the public.
- Any damage to overlaid 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 from vehicles driving through the work zone will be made by the contractor and the associated cost will be incidental to the Level 3, 1/2" ACP/HMAC, Full depth, 2" Thick in 1 Lift, Level 3, 1/2" ACP/HMAC, Full depth, 5" Thick in 2 Lifts, Level 2, 1/2" ACP/HMAC, Full Depth, 2" Thick in 1 Lift pay item.
- Clean up the project area including the area around the barricades and leave it in a neat, safe and secured manner at the end of each workday. Adjust barricades as necessary prior to sweeper coming through to ensure sweeper has access to all areas with debris, including area directly adjacent to slurry
- Provide the City Project Manager with a 24-hour contact person name and telephone number.
- Contractor's and subcontractors' employees, equipment and materials shall not enter or encroach upon private property outside of the limits of the public right-of-way without first obtaining the expressed permission of the property owner, except as needed to provide notices to property owners as required by the contract.
- All streets shall be open and drivable by 3:00 PM on National Night Out.
- All streets shall be open and drivable during the annual city-wide garage sale.
- Stockpiling of aggregate shall only occur on a clean, impervious surfaces free of contaminants. Stockpile location to be approved by City prior to placement of materials

Add this sub-section and the following specifications:

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

Limitation	Sub-section
Cooperation with Utilities.....	00150.50
Final Completion Time	00180.50
Trash Restrictions	00220.40
Noise Control	00290.32

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

00180.41 Project Work Schedules – Add the following specifications to the end of this sub-section:

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

(c) Type “B” Schedule

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

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

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

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

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

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

- Contractor’s plan of operation, public notification and progress schedule.
- List of 24 hour phone numbers for the project manager, site foreman, and traffic control supervisor.
- List of subcontractors, names, addresses and phone numbers.
- Traffic/pedestrian Control Plan.
- Erosion and sediment control plan.
- Proposed site for waste material disposal and any necessary permits required for placing this material.

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

- Proposed stockpile location
- Responsibility for damage
- Hours of work
- Responsibility for locating utilities
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)
- Sequencing and schedule of work
- Public notification procedures

- Duration of any roadway and/or sidewalk closures
- Procedures for parked vehicles that obstruct the work
- Keeping roadway signs up to date and consistent with MUTCD and the temporary traffic control plans
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and City's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in Contract Documents
- Any other problems or questions concerning the work
- Notification/coordination with garbage hauler, school transportation and emergency services

00180.43 Commencement and Performance of Work – Add the following bullet point to this sub-section:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the City's best interest to do so, the City may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

00180.50 Contract Time to Complete Work – Add this subsection and the following specifications:

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

Construction is to be completed no later than **August 25, 2023**.

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:

Complete all work to be done under the Contract by **Friday, August 25, 2023**.

The daily amount of the liquidated damages will be \$500 per Calendar Day* for failure to complete work on-time as required by 00180.50(h).

The daily amount of liquidated damages will be \$100 per calendar day for failure to open street on time at end of work day as required by 00220.40(e).

END OF SECTION

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

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

00190.20 Contractor to Provide Vehicle Weigh Scales – Delete verbiage in **(g) Agency-Provided Weight Technician** and replace with the following:

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

END OF SECTION

SECTION 00195 – PAYMENT

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

00195.50 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", sub-section (2), 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)", except when the contract amount is over \$500,000, than the City will automatically hold retainage per sub-section 00195.50(c)(1) "Cash, Alternate A". 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.

Delete sub-section (2) and replace with the following:

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

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.

(3) Bonds, Securities, and Other Instruments – Replace the second paragraph with the following:

Bonds securities and other instruments deposited instead of cash retainage shall be assigned or made payable to the City and shall be on forms provided and approved by the City.

(d) Release of Retainage – Delete the second paragraph.

00195.60 Advance Allowance for Materials on Hand:

(1) Request for Advance Allowance – Replace the first bullet point with the following:

- A written request for advance allowance of Material on hand has been received by the Engineer at least 14 calendar days before the period cutoff date; and

00195.90 Final Payment:

(a) Final Estimate – Replace the first sentence with: As soon as practicable after Final Inspection of the Project, as provided in 00150.90, the Contractor will prepare a final estimate of the quantities of the Pay Items completed.

(b) Final Payment – Replace the third paragraph with: Beginning 30 calendar days after the date of Project Acceptance, interest will begin to accrue at the rate established by ORS 279C.570 on any money due and payable to the Contractor as final payment, determined as described above. No interest will be paid on money withheld due to outstanding amounts owed by the contractor under the provisions of 00170.10.

END OF SECTION

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

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

00199.30 Claims Procedure – Add the following sentence immediately before

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

(b) Claims Requirements – Replace first sentence with: At any time during the progress of the Work, but not later than 45 Calendar Days following the date of the Notice of Substantial Completion, the Contractor shall submit to the Engineer in writing, claims for additional compensation or a combination of additional compensation and Contract Time additional to that specified in the Contract.

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. If 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 "Notice of Substantial Completion", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

END OF SECTION

SECTION 00210 – MOBILIZATION

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

00210.00 Scope – Delete this section and substitute the following:

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

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.

END OF SECTION

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.02 Public Safety and Mobility

(a) General Requirements – Add the following sentence to the end of the bulleted item beginning with “provide and maintain safe temporary...”:

- Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working areas.
- When maintaining 1-way, flagged traffic per approved TCP, traffic shall not be held longer than 20 minutes. The Contractor shall notify the held driver of an approximate time they will have to wait.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working areas.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing. Temporary steel plates or other methods to open the roadway to traffic must be approved by the Engineer. Compacted gravel surfacing is not allowed
- Provide and maintain access to garbage containers and garbage pick-up or other regularly scheduled deliveries.
- Coordinate with school district and with TriMet to minimize impacts and delays for any school and public bus routes. Provide and maintain access to school buses and public buses.
- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.
- When an abrupt edge is created by excavation, protect traffic using the “ABRUPT PAVEMENT EDGE DETAIL” and the “TYPICAL ABRUPT EDGE SIGNING DETAIL” configurations shown on the standard drawings.
- No vertical transitions between pavements greater than one inch will be allowed. When pavement transitions (including transitions at driveways) are greater than one inch, provide papered asphalt transition joints, and appropriate signing as directed by the Engineer.
- Inform and contact all affected residents and businesses with special written notices approved by the Engineer, within the project area 48 hours before beginning work on each street.
- Contractor shall coordinate construction activities with adjacent property owners to ensure driveway access is maintained at all times.

(b) Temporary Pedestrian Accessible Route Plan – Replace the bullet that begins with “For all sidewalk or...” with the following bullets and sub-bullets:

- Sidewalk ramp closures for each ramp shall not extend longer than one week without prior approval. For all sidewalk or sidewalk ramp closures, install signs and other TCD to delineate alternate routes. Mount signs between the panels of a Type II barricade and place barricades facing pedestrian traffic.
- Close the sidewalk at a point where there is an alternate way to proceed, or provide signing and other TCD to indicate an alternate pedestrian route. Place closure signing at the closure point in the middle of the existing pedestrian facility facing pedestrian traffic.
- Provide additional TCM and an alternate pedestrian route that, as nearly as is practical, matches existing facility features and meets the accessibility requirements in Part 6 of the MUTCD and the requirements of the Americans with Disabilities Act (ADA).
- Pave the alternate pedestrian route surface or provide an approved, nonslip 60-inch minimum wide surface meeting the requirements of the ADA.
- Where a 60-inch minimum width along the entire alternate pedestrian route is not possible, provide 60 by 60 inch passing spaces every 200 feet along the route.
- Provide temporary ramps during existing ramp closures. Temporary ramps shall consist of a ramp meeting ADA requirements constructed utilizing materials which create a hard surface that is not susceptible to rutting.
- Protect pedestrians and delineate the alternate pedestrian route by placing pedestrian channelizing devices (PCD), or other approved devices, between the alternate pedestrian route and the work area. Keep PCD in place, except as required for actual work, until the existing pedestrian facility is reopened.
- Reopen the existing pedestrian facility during non-work hours or continue to provide an alternate pedestrian route

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

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

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

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

00220.40 General Requirements – Delete verbiage in **(e) Lane Restrictions** and replace with the following:

Contractor shall not close any traffic lanes, and all barricades and objects from the roadway shall be removed by 5:00 p.m. all days or during the following periods, whichever is earliest:

(1) Weekdays:

- All times outside City’s Construction Hours Restrictions.
- See City’s Construction Hours Notice Sign Standard Detail, current version available on the City of Happy Valley website.

(2) Weekends:

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

(3) Days when School is in Session:

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

(4) Holidays and Special Events:

- Comply with ODOT Standard Specifications Sub-section 00220.40(e)(2).
- Include following City observed holidays:
 - Martin Luther King Jr. Day
 - Presidents Day
 - Veterans Day
 - Friday after Thanksgiving
 - Christmas Eve
- Keep all Traffic Lanes and pedestrian facilities open and drivable by 3:00 PM, for the City's celebration of National Night Out.

00220.90 Payment - Delete verbiage in this sub-section and replace with the following:

Payment for public notification shall be lump sum and shall include all labor, permits, equipment and materials necessary to coordinate and comply with current MUTCD, OTTCH and City standards.

END OF SECTION

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications, modified as follows.

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 City for any Traffic Control devices placed on Sunnyside Rd, and providing at least seven days prior to placement.

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.

00221.80 Measurement, Method "A" - Delete this sub-section in its entirety and replace it with the following:

No measurement of quantities will be made for Work performed under this section.

00221.90 Payment – Delete verbiage in this sub-section and replace with the following:

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

END OF SECTION

SECTION 00222 - TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications supplemented and/or modified as follows:

00222.80 Measurement - Delete this sub-section in its entirety and replace it with the following:

No measurement of quantities will be made for Work performed under this section.

00222.90 Payment - Delete this sub-section in its entirety and replace it with the following:

Payment will be paid on a lump sum basis for Work performed under the bid item, "Work Zone Traffic Control, Including TPAR & Public Notification".

END OF SECTION

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.14 (Erosion Prevention Materials) through 00280.16 (Sediment Control Materials) -

Delete these sub-sections in their entirety.

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

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

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

Payment for erosion and sediment control is to be incidental to the Erosion Control pay item.

END OF SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

00290.30 Pollution Control – Delete the final paragraph of **(b) Pollution Control Plan** and replace with the following:

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

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

Payment for pollution control is to be incidental to the Erosion Control pay item.

END OF SECTION

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.41 Removal Work – Replace this subsection, except for the subsection number and title, with the following:

- (a) General** – The contractor shall immediately vacuum all saw cutting waste and dispose of in a legal manner. Where an abutting structure or part of a structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining structure.

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

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

END OF SECTION

SECTION 00330 – EARTHWORK

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

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

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

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

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

Materials

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

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

Construction

00330.41 (a)(6) Excavation of Existing Surfaces – Add the following specifications to the end of this sub-section:

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

00330.41 (a)(9) Excavation Below Grade

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

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

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

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

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

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

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

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

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

END OF SECTION

SECTION 00470 – MANHOLES, CATCH BASINS, AND INLETS

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

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

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

END OF SECTION

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

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

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

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

END OF SECTION

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

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

00641.10 Materials – 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).

END OF SECTION

SECTION 00730 – EMULSIFIED TACK COAT

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

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

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

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

No separate or additional payment will be made for emulsified asphalt tack coat. This work will be considered incidental to the Level 3, 1/2” ACP/HMAC, Full depth, 2” Thick in 1 Lift, Level 3, 1/2” ACP/HMAC, Full Depth, 5” Thick in 2 Lifts, Level 2, 1/2” ACP/HMAC, Full Depth, 2” Thick in 1 Lift pay item.

END OF SECTION

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications supplemented and/or modified as follows:

00744.02 Definitions – Add the following verbiage to the end of this sub-section:

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

00744.11(a) Asphalt Cement and Additives– Delete second paragraph in this sub-section and replace with the following:

- Use PG 64-22, level 3 HMAC/WMAC pavement for Paving on SE 147th Avenue.
- Use PG 64-22, level 2 HMAC/WMAC pavement for all other Paving on this Project.

00744.13 Job Mix Formula Requirements – Replace the subsection with the following:

The Contractor shall provide a Job Mix Formula, prepared by a Certified Mixture Design Technician (CMDT), that meets the requirements for both ODOT’s Level 2 HMAC, 1/2” Dense Graded Mixture and ODOT’s Level 3 HMAC, 1/2” Dense Graded Mixture. RAP shall be limited to 20%.

00744.30 Quality Control Personnel – Provide a technician certified in density testing (CDT).

00744.42 Tack Coat – Add the following:

- (a) Overlay Preparation – Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or other approved methods prior to applying the tack coat. The existing concrete gutter shall be cleaned and a tack coat applied prior to paving.

00744.43 Hauling, Depositing, and Placing – Add the following verbiage to the end of this sub-section:

- 1/2" ACP mixture shall be used for streets receiving more than a 1" overlay.

00744.48 Compaction, QC – Add the following verbiage to the end of this sub-section:

Provide a technician certified in density testing (CDT).

00744.49 Compaction – Delete all the verbiage in this sub-section except (c) and replace with the following:

- (a) Immediately after the asphaltic concrete material has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly with rollers meeting the requirements of 00744.24. Unless otherwise specified, compact the asphaltic mixture to a minimum of 91% MAMD. The density of each subplot shall be determined by averaging five QC tests performed at random locations by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC TM 8. Calculate MAMD according to ODOT TM 305. When less than three subplot tests results are obtained on a project, the MHMAC will be accepted according to 00744.17. Perform a minimum of one subplot density test per day. The Engineer may waive compaction testing upon written notice. Perform finish rolling as needed until all roller marks are eliminated.

Add the following sub-section:

00744.72 Roof Drains – All roof drains shall be kept clear of HMAC:

No separate payment will be made for this work.

END OF SECTION

SECTION 00865 – LONGITUDINAL PAVEMENT MARKERS – DURABLE

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

00865.45 Installation – Add the following specifications to the end of this sub-section:

Only Method AB shall be used.

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

All striping installed in accordance with this section shall be either, white/yellow 4" lane-line, yellow 4" double lane-line or white 8" line unless otherwise specified.

END OF SECTION

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS & BARS

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

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

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

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

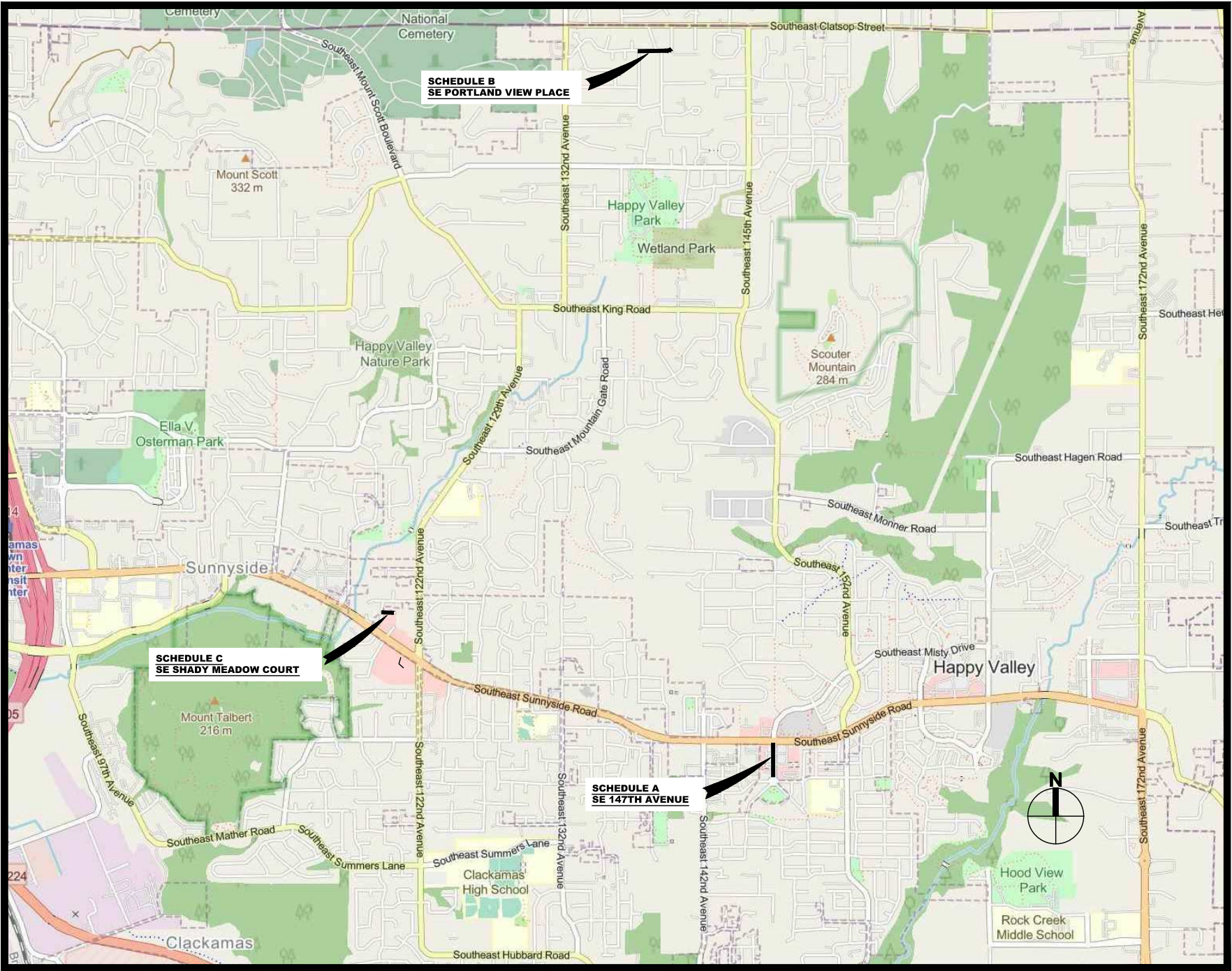
Contractor to place markings as follows:

- Stop Bar: 12"-wide white thermoplastic bars at every location where a stop sign is present, in accordance with City Standard Details. The location of the stop bars will be marked in the field by the City inspector prior to installation.
- Stop Legend: 12"-wide white thermoplastic bars at every location where a stop sign is present, in accordance with City Standard Details. The location of the stop bars will be marked in the field by the City inspector prior to installation.
- Left Turn Lane Markings: Install all left turn lane markings with white thermoplastic arrows as instructed by the City per detail TM 501 item LA.
- Straight Arrow Lane Markings: Install all straight arrow lane markings with white thermoplastic arrows as instructed by the City per detail TM 501 item SA.
- Crosswalks: Install all marked crosswalks with 24"-wide by 10'-wide white thermoplastic staggered continental crosswalk bars as instructed by the City per standard drawing number 330 item D and ODOT Std Detail TM503.
- Engineer to verify location and extents of all markings prior to application.

END OF SECTION

PLANS, DRAWINGS AND EXHIBITS

CITY OF HAPPY VALLEY
2023 STREET IMPROVEMENT PROJECT
CIP-02-23
CLACKAMAS COUNTY, OREGON
MAY 2023



VICINITY MAP
NTS

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LEGEND

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	PROPOSED CONCRETE SIDEWALK

NOTE:

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

QA/QC APPROVAL
THESE DOCUMENTS HAVE BEEN REVIEWED BY:
NAME: S. SHERROW DATE: 5/2/23



Know what's below.
Call before you dig.



DESIGNED	MAA					
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL	
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL	
	SYM	REVISION	DATE	BY	APP'D	



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
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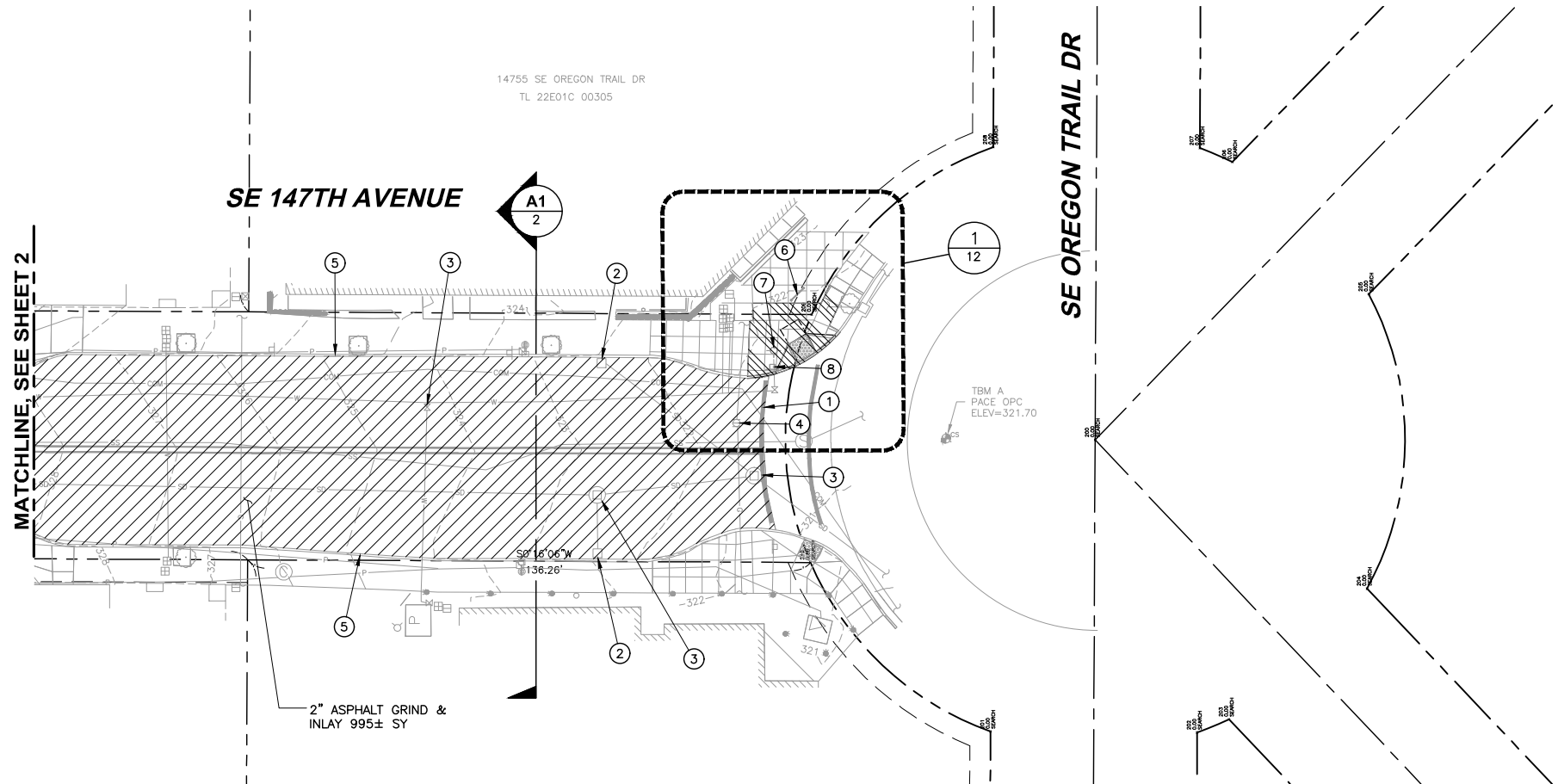
CITY OF HAPPY VALLEY
ENGINEERING DEPARTMENT
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

DATE	MAY 2023
SCALE	AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
COVER SHEET

JOB NUMBER	23802.00
SHEET NAME	P23802CV
SHEET	1 OF 19

DWG: P:\MO\23\23802 Happy Valley 2023 Overlay\CAD\ENGINEERING\SHETS\23802 147TH.dwg
DATE: May 10, 2023 1:04pm
XREFS: X23802TB X23802 Parcel X23802 RD
USER: marka
V23802-BNDRY
X23802-SRV
X23802-RAMPS



GENERAL NOTES:

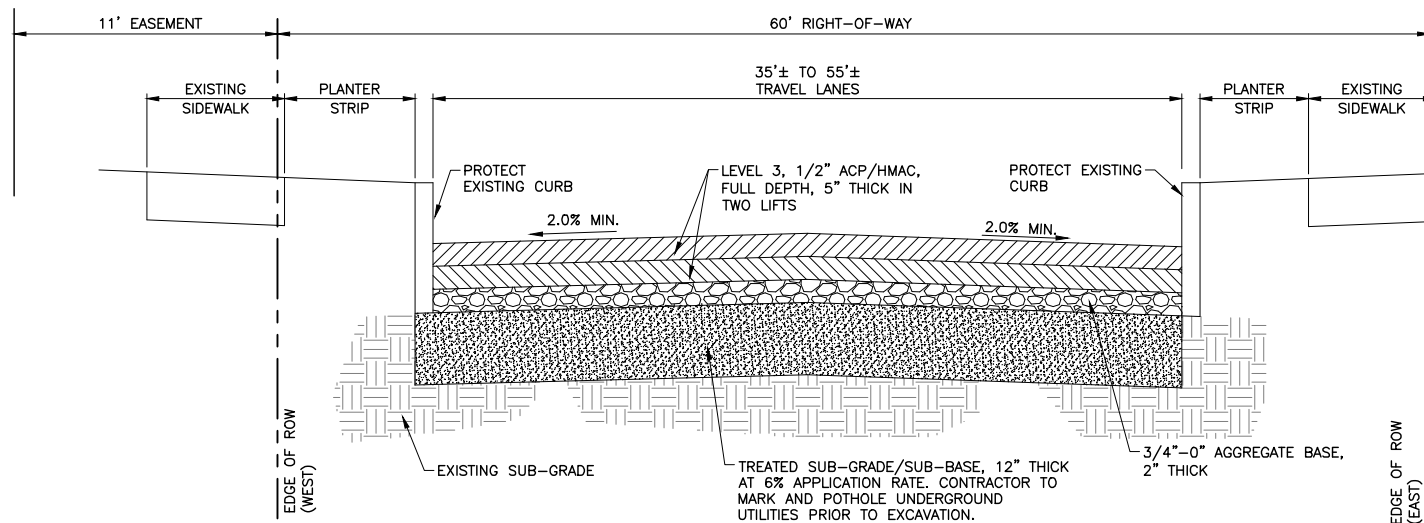
- MAINTAIN DRAINAGE FLOW PATTERNS AT ALL CURB RETURNS, DRIVEWAYS AND CATCH BASINS.
- CONTRACTOR TO REMOVE AND REPLACE THERMOPLASTIC SYMBOLS AS SHOWN.

NOTES

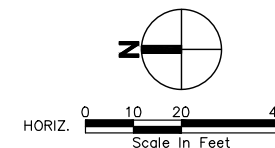
- BEGIN 2" GRIND AND INLAY AS MARKED IN FIELD WITH BUTT JOINT PER DETAIL 1 ON SHEET 16. MATCH EXISTING GRADE.
- ADJUST NEW GRADE TO MATCH EXISTING CATCH BASIN ELEVATIONS AND INSTALL ESC BMP PER DETAIL 920 ON SHEET 19.
- ADJUST MANHOLE RIMS AS NEEDED, TYP.
- ADJUST VALVE CAN LIDS AS NEEDED, TYP.
- PROTECT EXISTING CONCRETE CURB.
- PROTECT EXISTING BIKE RACK.
- PROTECT EXISTING FIRE HYDRANT.
- REMOVE AND REINSTALL EXISTING SIGN.

LEGEND

- PROPOSED GRIND & INLAY
- PROPOSED FULL-DEPTH RECONSTRUCTION
- PROPOSED SIDEWALK REMOVAL



A2
3 SCHEDULE A TYPICAL CROSS SECTION
NTS



DESIGNED	BL				
DRAWN	ND	ISSUED FOR CONSTRUCTION	5/23	MA	BL
CHECKED	JA	SUBMITTED FOR CITY REVIEW	3/23	MA	BL
	SYM	REVISION	DATE	BY	APP'D



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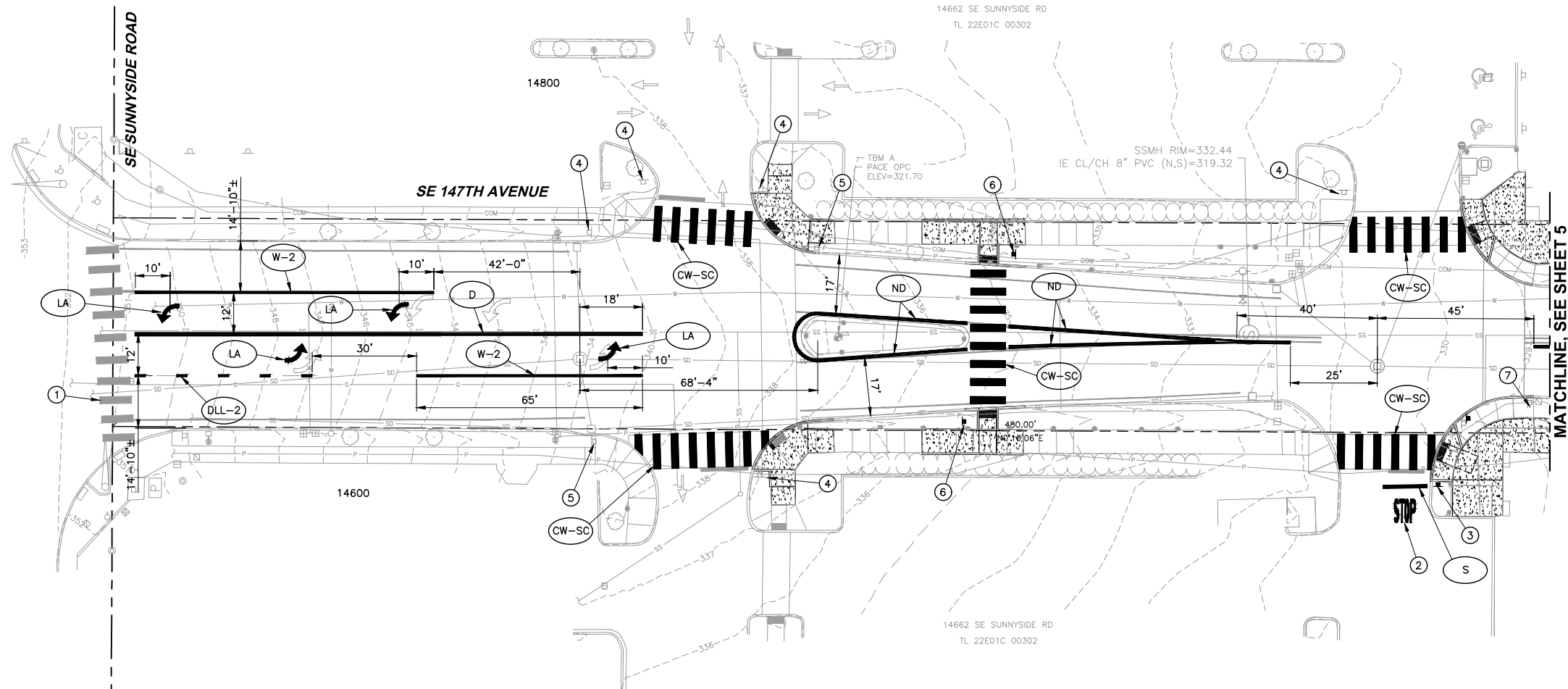
CITY OF HAPPY VALLEY
ENGINEERING DEPARTMENT
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

DATE	MAY 2023
SCALE	AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE A
SE 147TH AVENUE IMPROVEMENTS

JOB NUMBER	23802.00
SHEET NAME	P23802 147TH
SHEET	3 OF 19

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DATE: May 10, 2023 1:04pm XREFS: X23802TB X23802 Parcels X23802 RD X23802 SRV X23802-BNDRY USER: markia



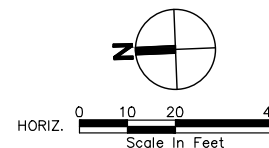
GENERAL NOTES:

- A. CITY TO CONFIRM ALL STRIPING LOCATIONS IN FIELD PRIOR TO APPLICATION.
- B. ALL STRIPING TO BE THERMOPLASTIC.

NOTES

- EXISTING CROSSWALK TO REMAIN.
- STOP LEGEND SIMILAR TO DETAIL TM 503 ON SHEET 17.
- RELOCATED STOP SIGN.
- PROTECT EXISTING SIGN.
- RELOCATE EXISTING CROSSWALK SIGN.
- RELOCATED CROSSWALK SIGN.
- REMOVE AND REINSTALL SIGN.

- (D) 4" WIDE YELLOW DOUBLE NO PASS STRIPE PER DETAIL TM500 ON SHEET 17.
- (ND) 4" WIDE YELLOW DOUBLE NARROW NO PASS STRIP PER DETAIL TM500 ON SHEET 17.
- (W-2) 8" WIDE WHITE STRIPE PER DETAIL TM500 ON SHEET 17.
- (LA) LEFT TURN ARROW PER DETAIL TM500 ON SHEET 17.
- (CW-SC) CROSSWALK PER DETAIL TM503 ON SHEET 18.
- (S) 12" WIDE WHITE STOP BAR PER DETAIL TM503 ON SHEET 18.
- (DLL-2) 8" WIDE WHITE DOTTED LANE LINE PER DETAIL TM500 ON SHEET 17.



DESIGNED	MAA				
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL
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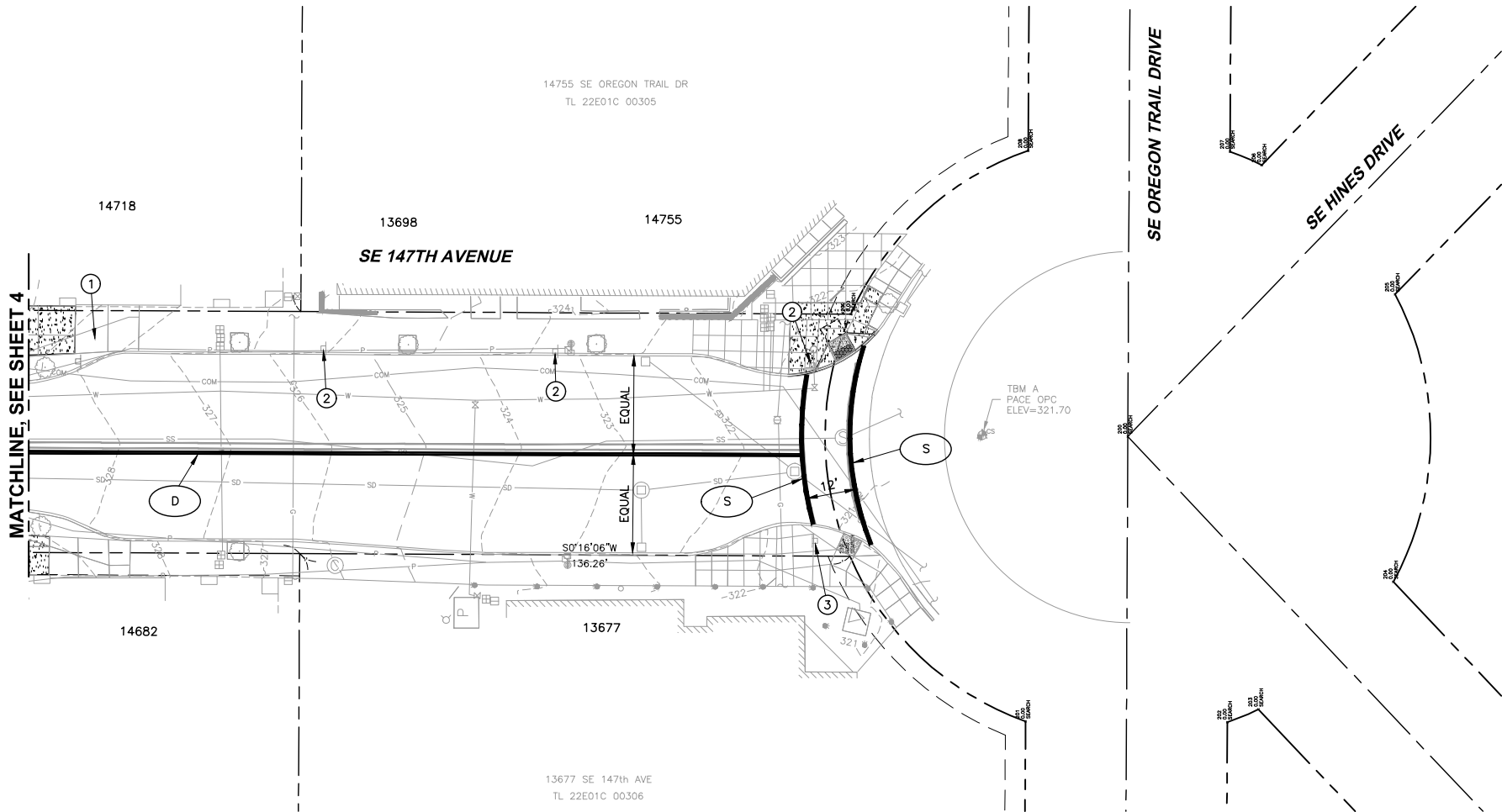
CITY OF HAPPY VALLEY
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HAPPY VALLEY, OR 97086

DATE
MAY 2023
SCALE
AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE A
SE 147TH AVENUE STRIPING PLAN

JOB NUMBER
23802.00
SHEET NAME P23802 147TH STR
SHEET 4 OF 19

DWG: P:\MO\23\23802 Happy Valley 2023\Overlays\CAD\ENGINEERING\SHETS\23802 147TH STR.dwg USER: markk
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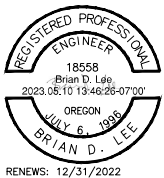
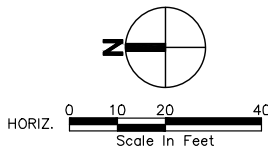
GENERAL NOTES:

- A. CITY TO CONFIRM ALL STRIPING LOCATIONS IN FIELD PRIOR TO APPLICATION.
- B. ALL STRIPING TO BE THERMOPLASTIC.

NOTES

1. RELOCATE EXISTING CROSSWALK SIGN.
2. REMOVE AND REINSTALL EXISTING SIGN.
3. PROTECT EXISTING SIGN.

- (D) 4" WIDE YELLOW DOUBLE NO PASS STRIP PER DETAIL TM500 ON SHEET 17.
- (S) 12" WIDE WHITE STOP BAR PER DETAIL TM503 ON SHEET 18.



DESIGNED	MAA				
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL
	SYM	REVISION	DATE	BY	APP'D



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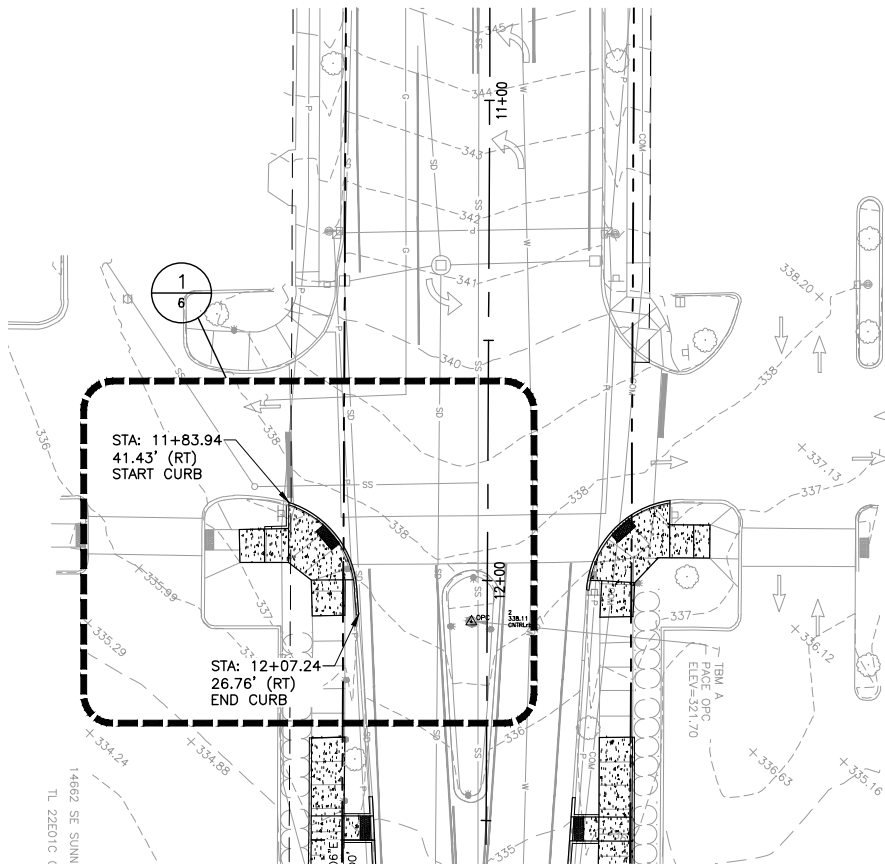
CITY OF HAPPY VALLEY
ENGINEERING DEPARTMENT
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

DATE	MAY 2023
SCALE	AS SHOWN

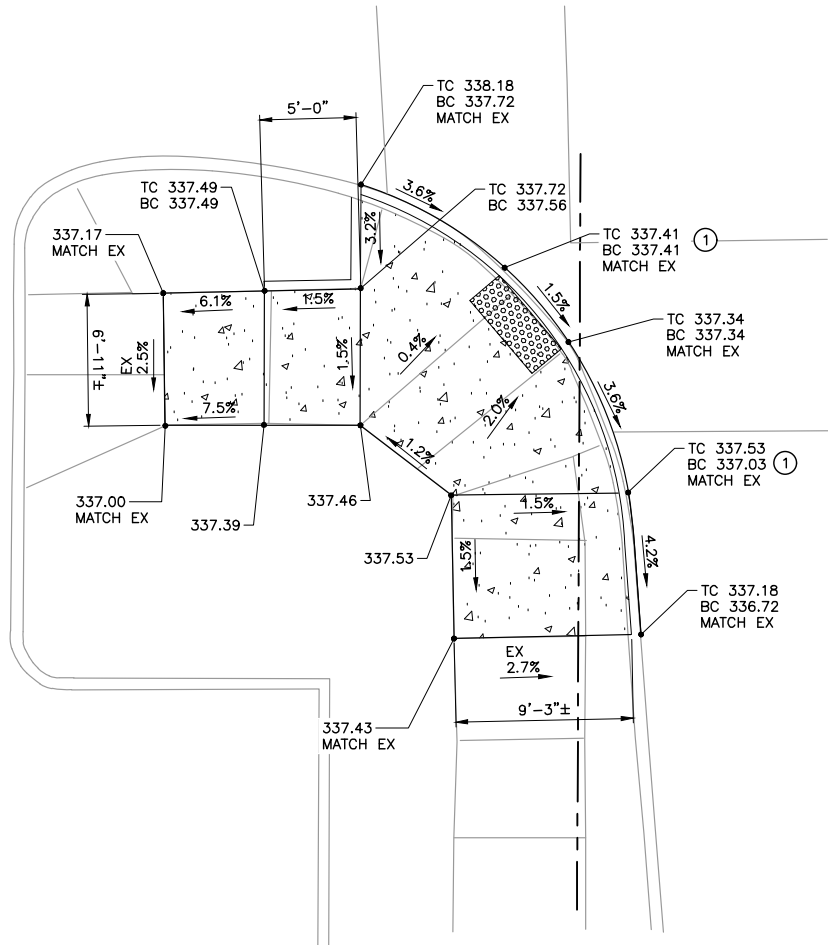
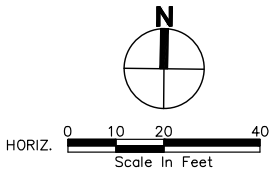
2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE A
SE 147TH AVENUE STRIPING PLAN

JOB NUMBER	23802.00
SHEET NAME	P23802 147TH STR
SHEET	5 OF 19

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DATE: May 10, 2023 1:12pm
XREFS: X23802TB VZ3802-BNDRY X23802-SRV X23802-RAMPS USER: marka



SE 147TH AVE. NW DRIVEWAY



1
6 RAMP DETAIL
SCALE: 1"=5'

GENERAL NOTES:

- A. SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.
- B. CONTRACTOR TO RESTORE ALL LANDSCAPED AREAS IN LANDSCAPED PLANTERS AND ON PRIVATE PROPERTY DISTURBED DURING DRIVEWAY CONSTRUCTION ALONG WITH THE REPAIR AND RELOCATION OF ANY IRRIGATION LINES, VALVES, OR SPRINKLERS ENCOUNTERED. IRRIGATION LINES TO BE RELOCATED SO NO LINES RUN UNDER THE DRIVEWAY OR SIDEWALK.
- C. ADA RAMPS TO BE CONSTRUCTED PER CITY OF HAPPY VALLEY STANDARD DRAWINGS NUMBER 245 AND 246 ON SHEET 17.
- D. CONTRACTORS ARE TO BUILD ALL CURB RAMPS TO MEET CURRENT ADA REGULATIONS AND CURRENT CITY OF HAPPY VALLEY STANDARD DETAILS. TRANSITION PANELS WITH SLOPES THAT EXCEED 8.3% UP TO 15 FEET FROM THE CURB RAMP WILL NEED DESIGN EXCEPTIONS GRANTED BY THE CITY. CONTRACTORS TO NOTIFY ENGINEER WHEN FORMS ARE SET AND READY FOR VIEW AND APPROVAL BEFORE CONCRETE IS PLACED.
- E. NEW VERTICAL CURB TO BE PER CITY OF HAPPY VALLEY STANDARD DETAIL 235 ON SHEET 16.
- F. CONTRACTOR TO COORDINATE WORK ON ADJACENT PROPERTY WITH CITY AND PROPERTY OWNER.

CONSTRUCTION NOTES:

1. ELEVATIONS HAVE BEEN RAISED OR LOWERED FROM EXISTING GRADE TO ACHIEVE SLOPES.

DESIGNED	MAA					
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL	
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL	
	SYM	REVISION	DATE	BY	APP'D	



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ENGINEERING DEPARTMENT
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

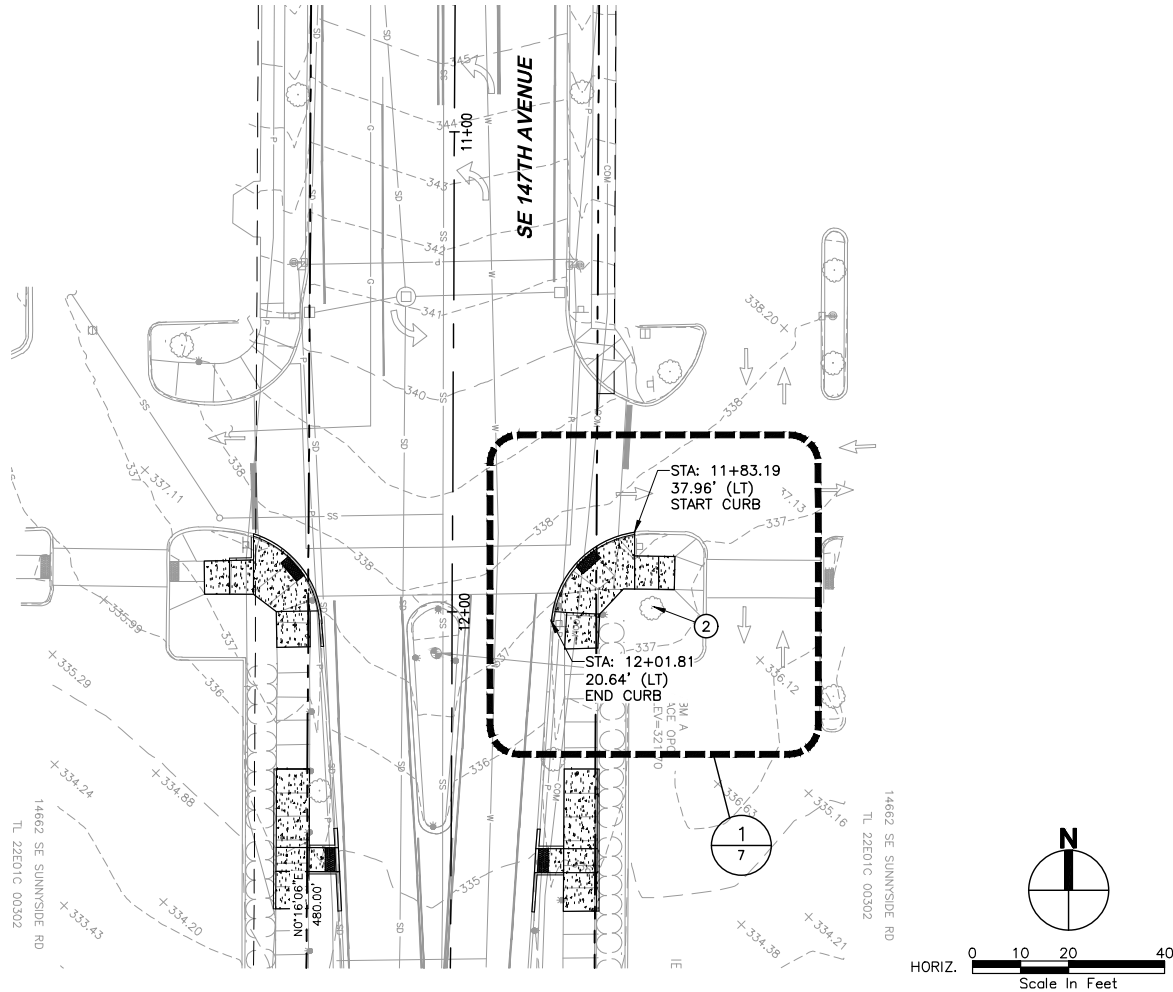
DATE	MAY 2023
SCALE	AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE A
SE 147TH AVENUE DRIVEWAY DETAILS

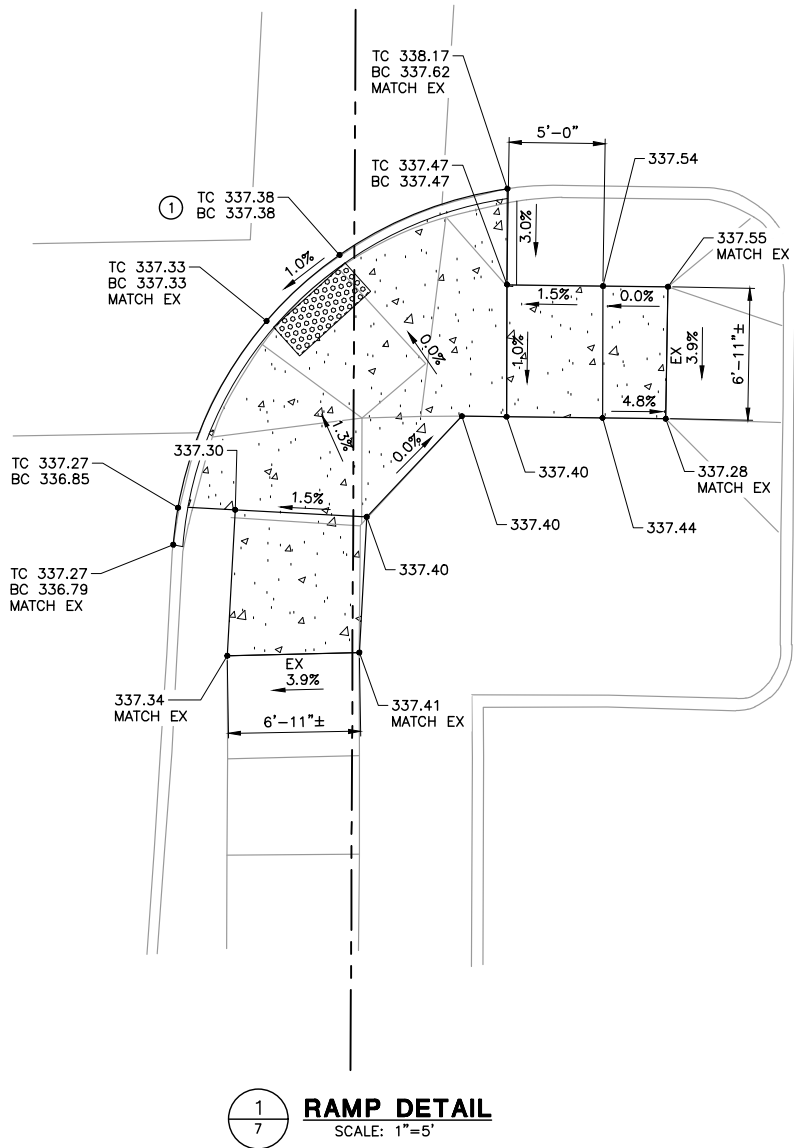


JOB NUMBER	23802.00
SHEET NAME	P23802 RAMPS
SHEET	6 OF 19

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DATE: May 10, 2023 1:12pm XREFS: X23802T6 VZ3802-BNDRY X23802-SRV X23802RAMPS



SE 147TH AVE. NE DRIVEWAY



1
7 RAMP DETAIL
SCALE: 1"=5'

GENERAL NOTES:

- SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.
- CONTRACTOR TO RESTORE ALL LANDSCAPED AREAS IN LANDSCAPED PLANTERS AND ON PRIVATE PROPERTY DISTURBED DURING DRIVEWAY CONSTRUCTION ALONG WITH THE REPAIR OR RELOCATION OF ANY IRRIGATION LINES, VALVES, OR SPRINKLERS ENCOUNTERED. IRRIGATION LINES TO BE RELOCATED SO NO LINES RUN UNDER DRIVEWAY OR SIDEWALK.
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- NEW VERTICAL CURB TO BE PER CITY OF HAPPY VALLEY STANDARD DETAIL 235 ON SHEET 16.
- CONTRACTOR TO COORDINATE WORK ON ADJACENT PROPERTY WITH CITY AND PROPERTY OWNER.

CONSTRUCTION NOTES:

- ELEVATIONS HAVE BEEN RAISED OR LOWERED FROM EXISTING GRADE TO ACHIEVE SLOPES.
- PROTECT EXISTING TREE.

DESIGNED	MAA					
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL	
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL	
	SYM	REVISION	DATE	BY	APP'D	



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

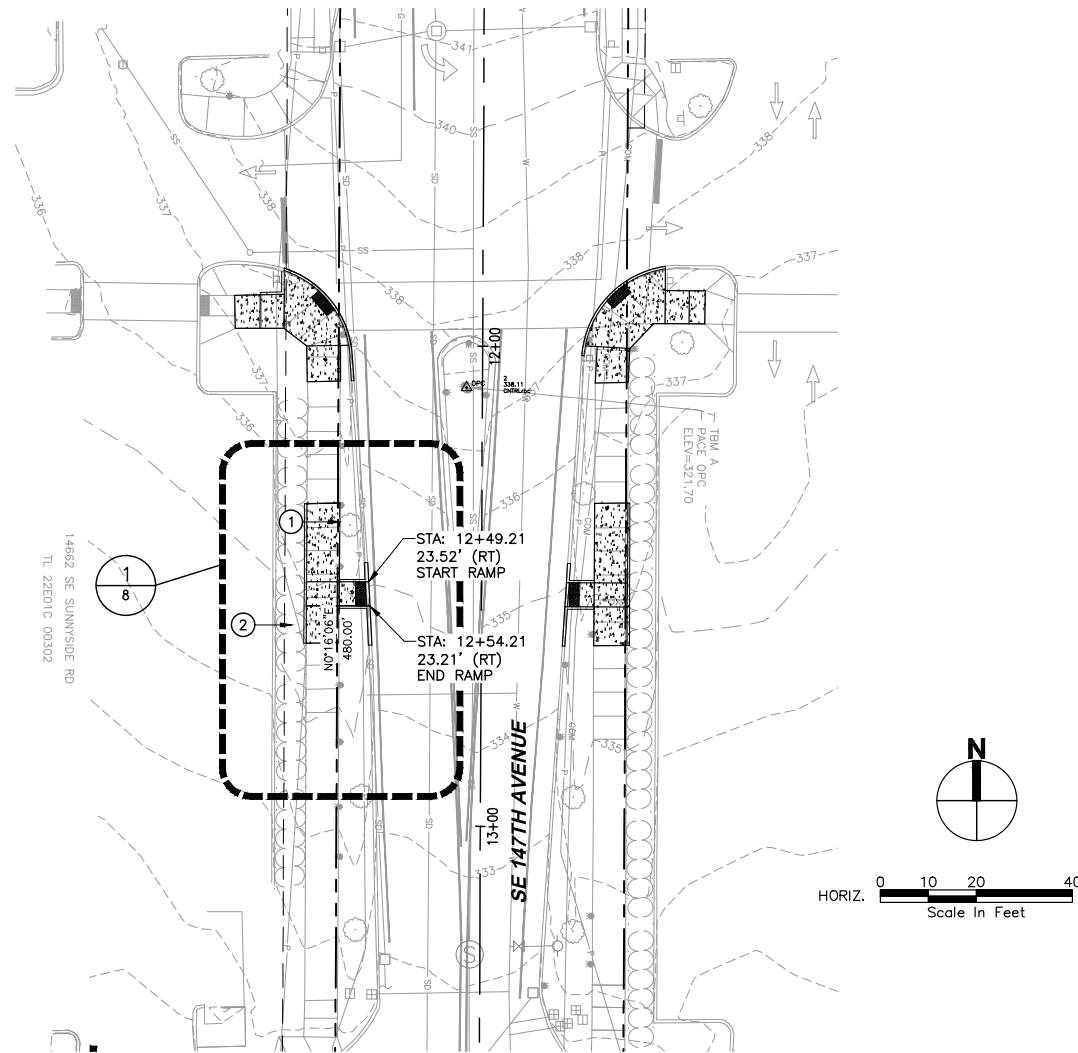
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SCALE	AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE A
SE 147TH AVENUE DRIVEWAY DETAILS

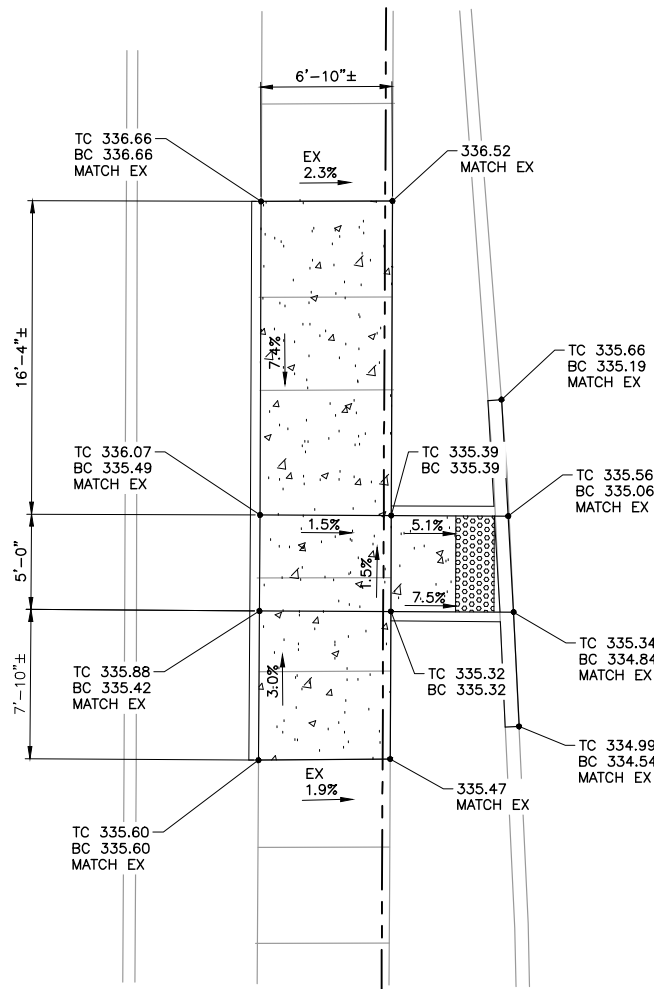


JOB NUMBER	23802.00
SHEET NAME	P23802 RAMPS
SHEET	7 OF 19

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DATE: May 10, 2023 1:13pm
XREFS: X23802-BNDY V23802-SRV X23802-RAMPF USER: marka



SE 147TH AVE. SE ADA RAMP



1
8 RAMP DETAIL
SCALE: 1"=5'

GENERAL NOTES:

- SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.
- CONTRACTOR TO RESTORE ALL LANDSCAPED AREAS IN LANDSCAPED PLANTERS AND ON PRIVATE PROPERTY DISTURBED DURING RAMP CONSTRUCTION ALONG WITH THE REPAIR AND RELOCATION OF ANY IRRIGATION LINES, VALVES, OR SPRINKLERS ENCOUNTERED. IRRIGATION LINES TO BE RELOCATED SO NO LINES RUN UNDER ADA RAMP OR SIDEWALK.
- ADA RAMPS TO BE CONSTRUCTED PER CITY OF HAPPY VALLEY STANDARD DRAWINGS NUMBER 245 AND 246 ON SHEET 17.
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- NEW VERTICAL CURB TO BE PER CITY OF HAPPY VALLEY STANDARD DETAIL 235 ON SHEET 16.
- CONTRACTOR TO COORDINATE WORK ON ADJACENT PROPERTY WITH CITY AND PROPERTY OWNER.

CONSTRUCTION NOTES:

- PROTECT EXISTING TREE.
- PROTECT EXISTING HEDGE.

DESIGNED	MAA				
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL
	SYM	REVISION	DATE	BY	APP'D



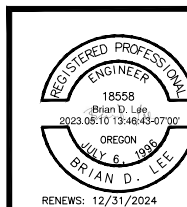
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CITY OF HAPPY VALLEY
ENGINEERING DEPARTMENT
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

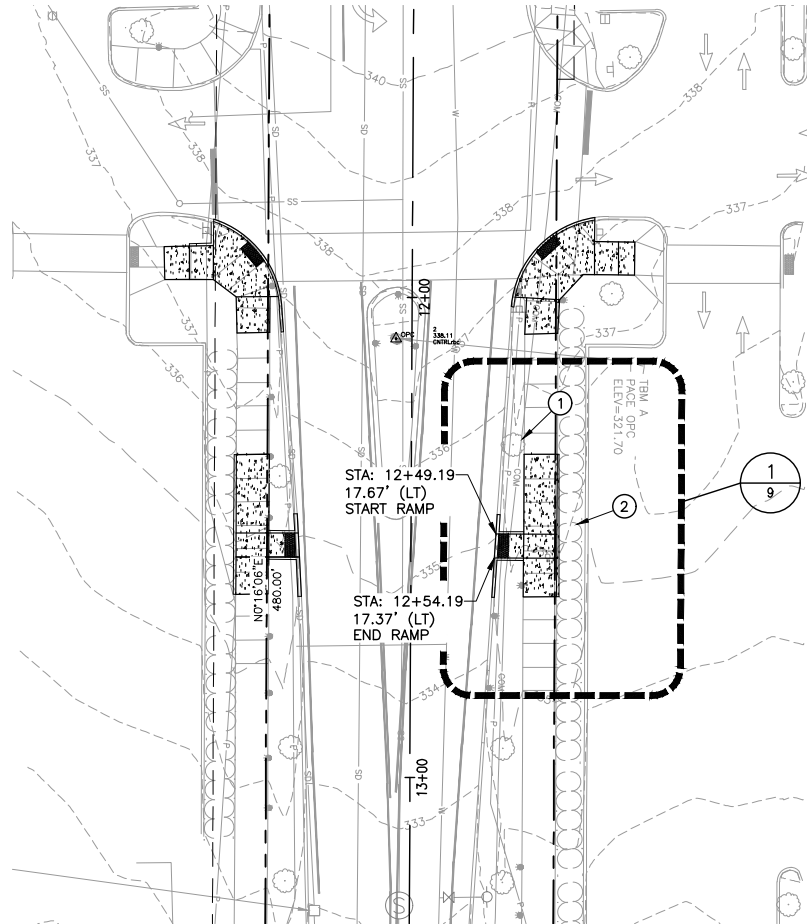
DATE
MAY 2023
SCALE
AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE A
SE 147TH AVENUE ADA RAMP DETAILS

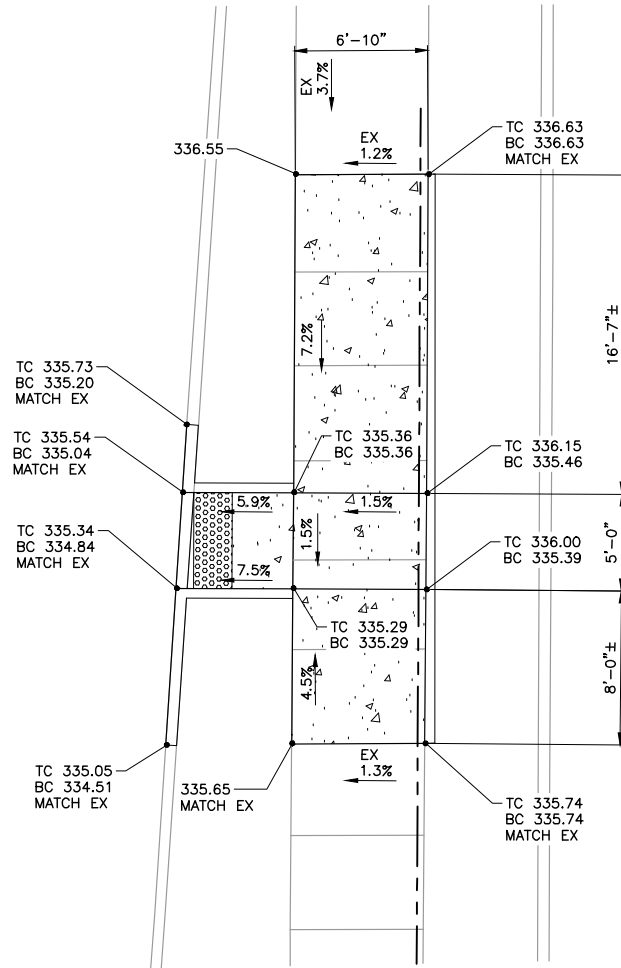


JOB NUMBER
23802.00
SHEET NAME P23802 RAMPS
SHEET 8 OF 19

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DATE: May 10, 2023 1:13pm
XREFS: X23802TB V23802-BNDRY X23802-SRV
USER: marka



SE 147TH AVE. SE ADA RAMP



1
9 RAMP DETAIL
SCALE: 1"=5'

GENERAL NOTES:

- SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.
- CONTRACTOR TO RESTORE ALL LANDSCAPED AREAS IN LANDSCAPED PLANTERS AND ON PRIVATE PROPERTY DISTURBED DURING RAMP CONSTRUCTION ALONG WITH THE REPAIR AND RELOCATION OF ANY IRRIGATION LINES, VALVES, OR SPRINKLERS ENCOUNTERED. IRRIGATION LINES TO BE RELOCATED SO NO LINES RUN UNDER ADA RAMP OR SIDEWALK.
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- NEW VERTICAL CURB TO BE PER CITY OF HAPPY VALLEY STANDARD DETAIL 235 ON SHEET 16.
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CONSTRUCTION NOTES:

- PROTECT EXISTING TREE.
- PROTECT EXISTING HEDGE.

DESIGNED	MAA				
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL
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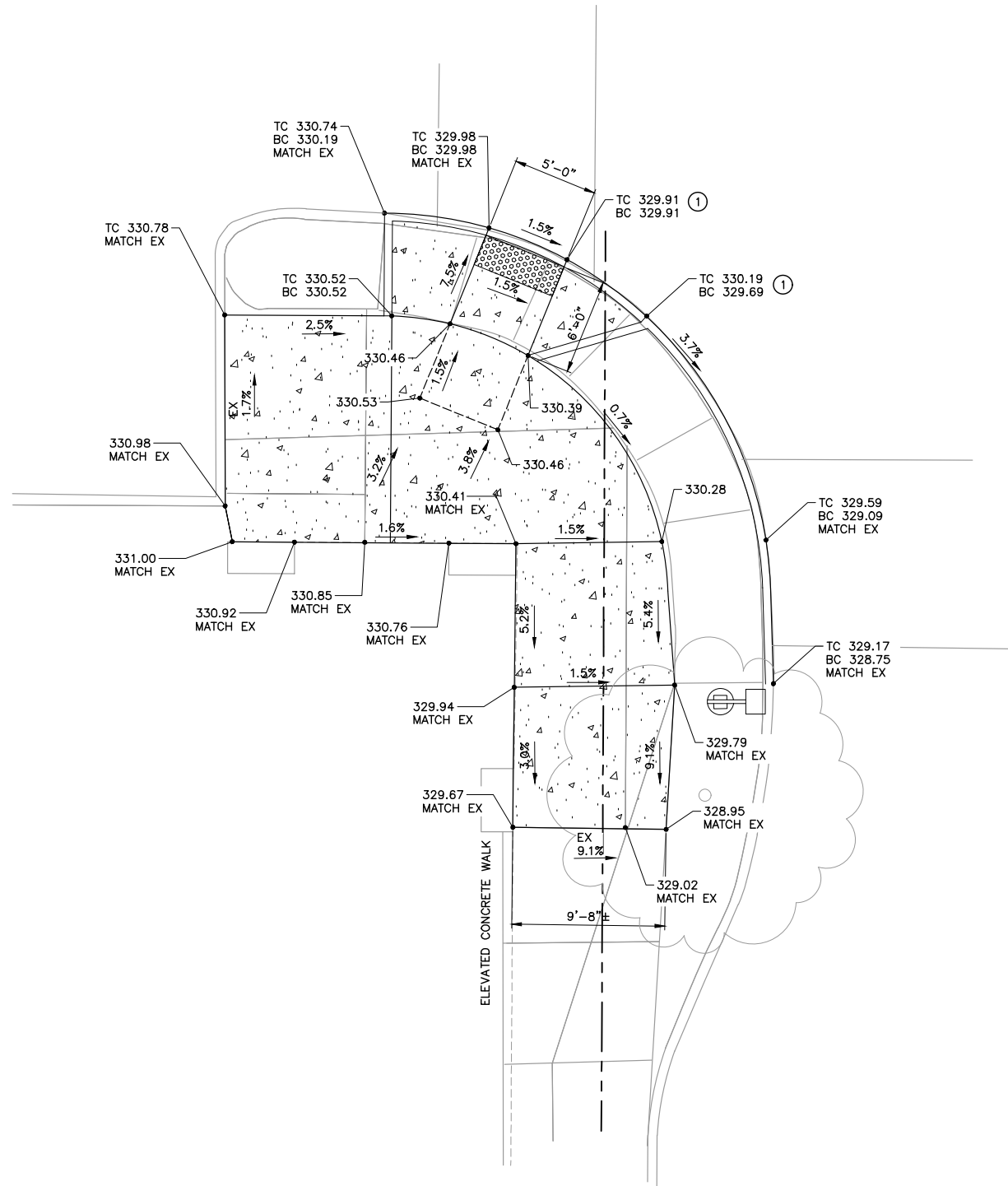
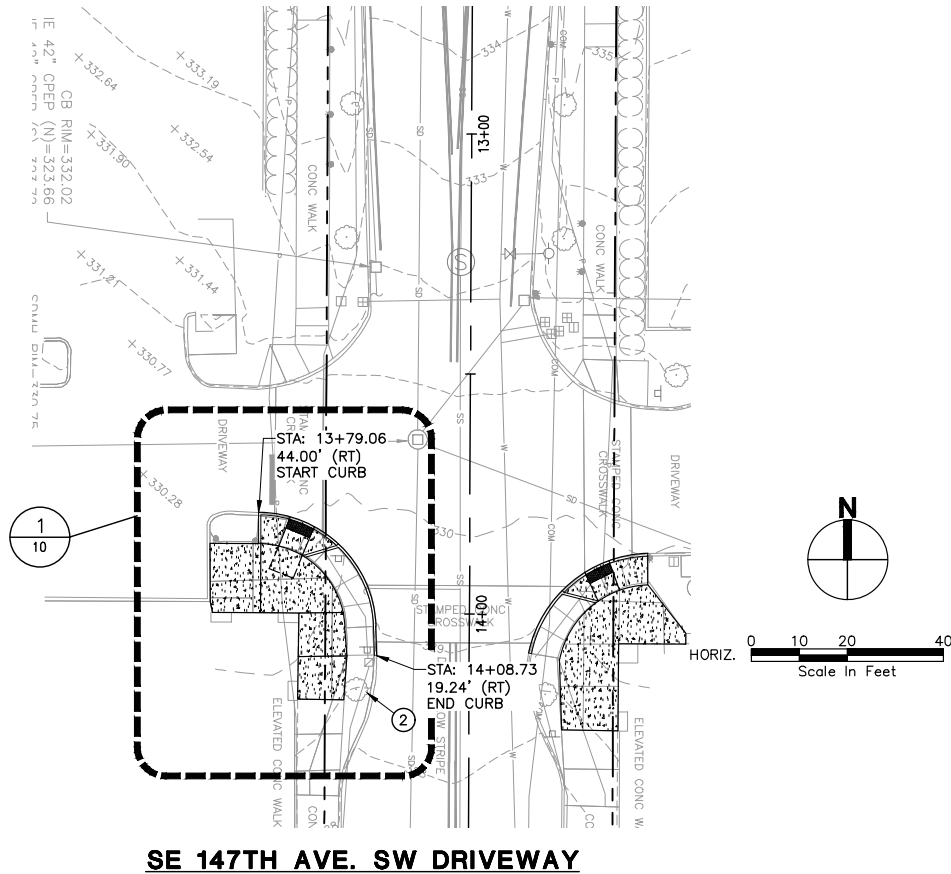
DATE	MAY 2023
SCALE	AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE A
SE 147TH AVENUE ADA RAMP DETAILS



JOB NUMBER	23802.00
SHEET NAME	P23802 RAMPS
SHEET	9 OF 19

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DATE: May 10, 2023 1:13pm XREFS: X23802TB V23802-BNDRY X23802-SRV X23802RAMPS



1 RAMP DETAIL
SCALE: 1"=5'

GENERAL NOTES:

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CONSTRUCTION NOTES:

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- PROTECT EXISTING TREE.

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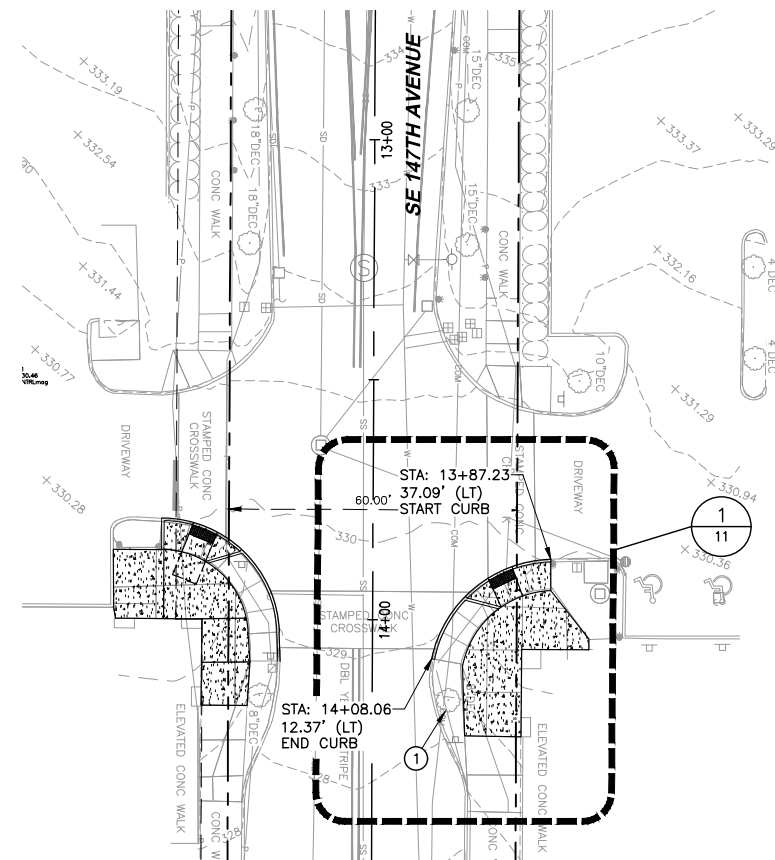
DATE
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SCALE
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CIP-02-23
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SE 147TH AVENUE DRIVEWAY DETAILS

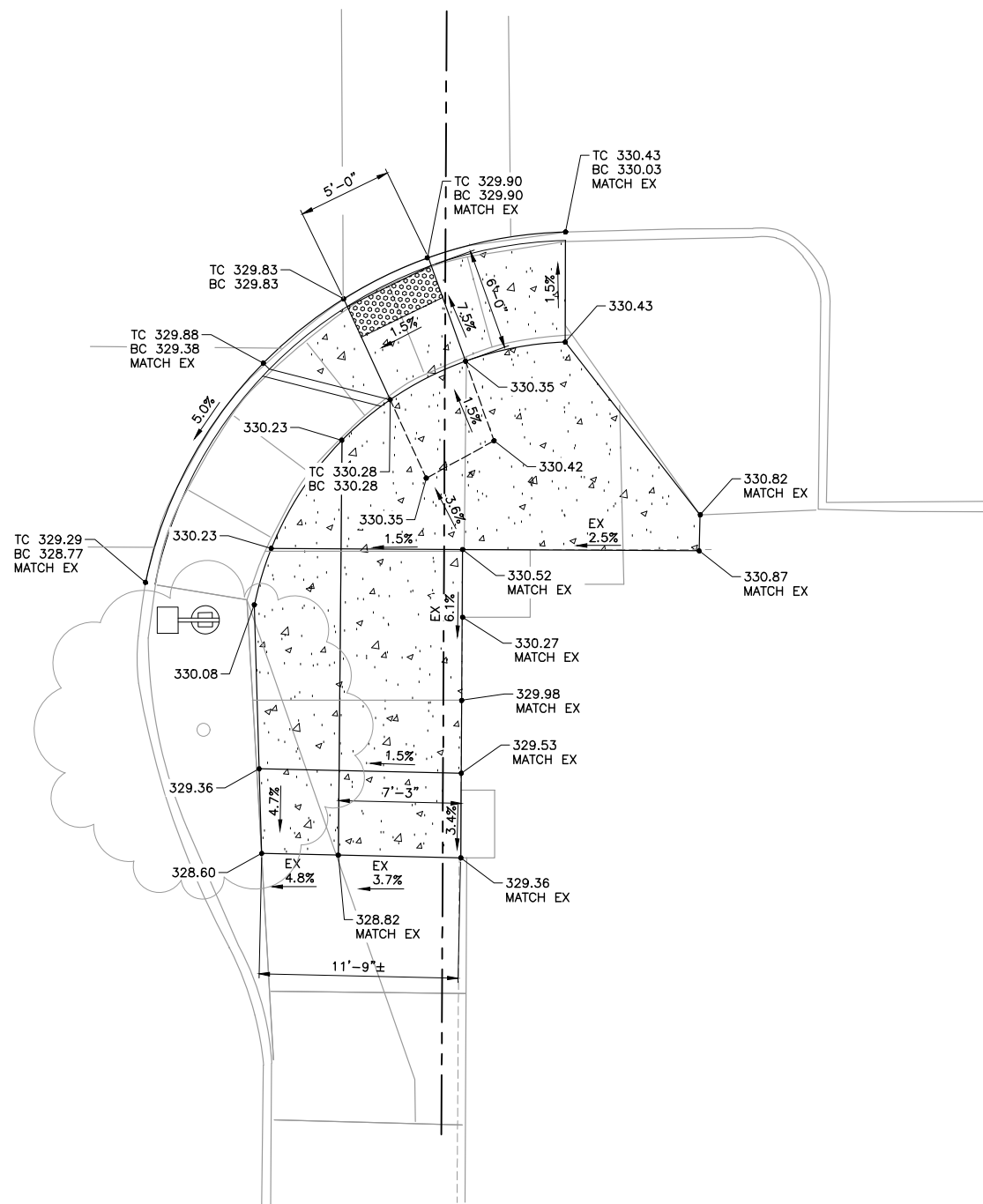
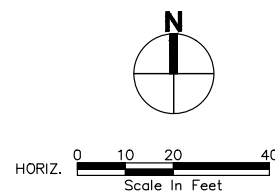


JOB NUMBER
23802.00
SHEET NAME P23802 RAMPS
SHEET 10 OF 19

DWG: P:\LKO\23802 Happy Valley 2023 Overlays\CAD\ENGINEERING\SHEETS\23802 RAMPS.dwg USER: marka
DATE: May 10, 2023 1:14pm XREFS: X23802TB V23802-BNDRY X23802-SRV X23802RAMPS



SE 147TH AVE. SE DRIVEWAY



 **RAMP DETAIL**
SCALE: 1"=5'

GENERAL NOTES:

- B. SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.
- B. CONTRACTOR TO RESTORE ALL LANDSCAPED AREAS IN LANDSCAPED PLANTERS AND ON PRIVATE PROPERTY DISTURBED DURING RAMP CONSTRUCTION ALONG WITH THE REPAIR AND RELOCATION OF ANY IRRIGATION LINES, VALVES, OR SPRINKLERS ENCOUNTERED. IRRIGATION LINES TO BE RELOCATED SO NO LINES RUN UNDER ADA RAMP OR SIDEWALK.
- C. ADA RAMPS TO BE CONSTRUCTED PER CITY OF HAPPY VALLEY STANDARD DRAWINGS NUMBER 245 AND 246 ON SHEET 17.
- D. CONTRACTORS ARE TO BUILD ALL CURB RAMPS TO MEET CURRENT ADA REGULATIONS AND CURRENT CITY OF HAPPY VALLEY STANDARD DETAILS. TRANSITION PANELS WITH SLOPES THAT EXCEED 8.3% UP TO 15 FEET FROM THE CURB RAMP WILL NEED DESIGN EXCEPTIONS GRANTED BY THE CITY. CONTRACTORS TO NOTIFY ENGINEER WHEN FORMS ARE SET AND READY FOR VIEW AND APPROVAL BEFORE CONCRETE IS PLACED.
- E. NEW VERTICAL CURB TO BE PER CITY OF HAPPY VALLEY STANDARD DETAIL 235 ON SHEET 16.
- F. CONTRACTOR TO COORDINATE WORK ON ADJACENT PROPERTY WITH CITY AND PROPERTY OWNER.

CONSTRUCTION NOTES:

1. PROTECT EXISTING TREE.

DESIGNED	MAA				
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL
	SYM	REVISION	DATE	BY	APP'D



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

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

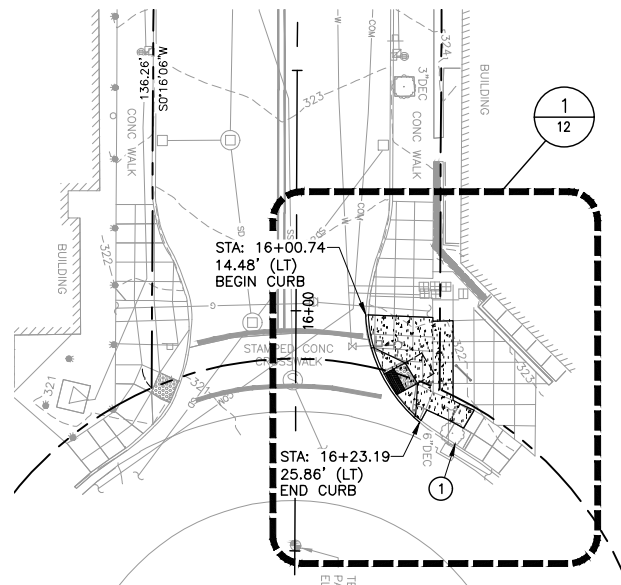
DATE	MAY 2023
SCALE	AS SHOWN

**2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE B
SE 147TH AVENUE DRIVEWAY DETAILS**

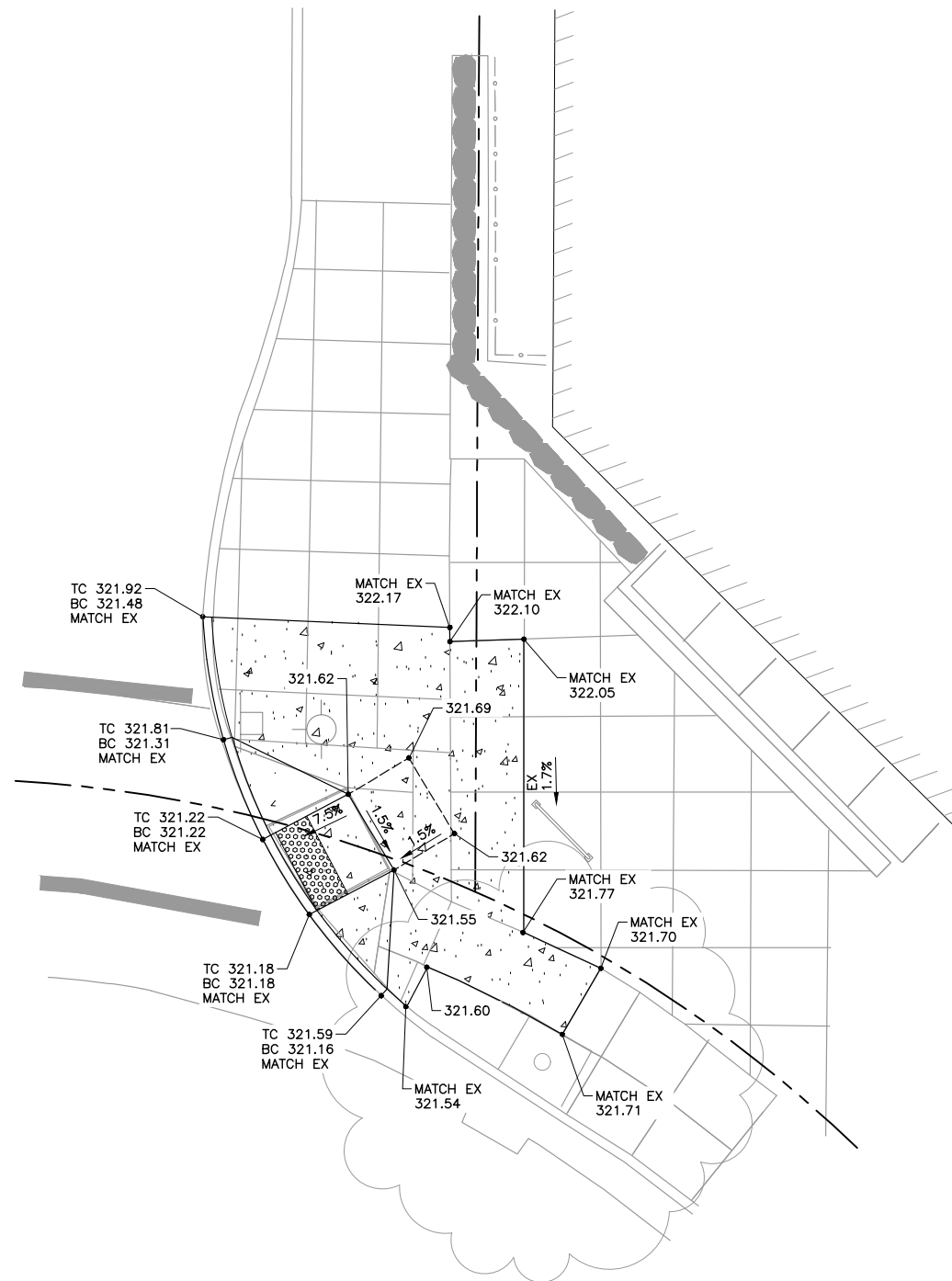
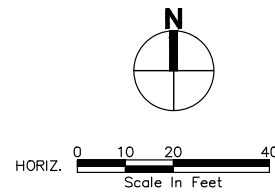


JOB NUMBER	
23802.00	
SHEET NAME P23802 RAMPS	
SHEET	11 OF 19

DWG: P:\LKO\23802 Happy Valley 2023 Overlays\CAD\ENGINEERING\SHEETS\23802 RAMPS.dwg USER: marka
DATE: May 10, 2023 1:14pm XREFS: X23802TB V23802-BNDRY X23802-SRV X23802RAMPS



SE 147TH AVE. & SE OREGON TRAIL DRIVE INTERSECTION



RAMP DETAIL
SCALE: 1"=5'

GENERAL NOTES:

- A. SIDEWALK REMOVAL AND CURB REMOVAL SHALL BE TO NEAREST SCORE JOINT IN RELATIONSHIP TO THE DIMENSIONS SHOWN.
- B. CONTRACTOR TO RESTORE ALL LANDSCAPED AREAS IN LANDSCAPED PLANTERS AND ON PRIVATE PROPERTY DISTURBED DURING RAMP CONSTRUCTION ALONG WITH THE REPAIR AND RELOCATION OF ANY IRRIGATION LINES, VALVES, OR SPRINKLERS ENCOUNTERED. IRRIGATION LINES TO BE RELOCATED SO NO LINES RUN UNDER ADA RAMP OR SIDEWALK.
- C. ADA RAMPS TO BE CONSTRUCTED PER CITY OF HAPPY VALLEY STANDARD DRAWINGS NUMBER 245 AND 246 ON SHEET 17.
- D. CONTRACTORS ARE TO BUILD ALL CURB RAMPS TO MEET CURRENT ADA REGULATIONS AND CURRENT CITY OF HAPPY VALLEY STANDARD DETAILS. TRANSITION PANELS WITH SLOPES THAT EXCEED 8.3% UP TO 15 FEET FROM THE CURB RAMP WILL NEED DESIGN EXCEPTIONS GRANTED BY THE CITY. CONTRACTORS TO NOTIFY ENGINEER WHEN FORMS ARE SET AND READY FOR VIEW AND APPROVAL BEFORE CONCRETE IS PLACED.
- E. NEW VERTICAL CURB TO BE PER CITY OF HAPPY VALLEY STANDARD DETAIL 235 ON SHEET 16.
- F. CONTRACTOR TO COORDINATE WORK ON ADJACENT PROPERTY WITH CITY AND PROPERTY OWNER.

CONSTRUCTION NOTES:

1. PROTECT EXISTING TREE.

DESIGNED	MAA				
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL
	SYM	REVISION	DATE	BY	APP'D



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

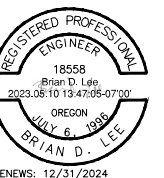
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CITY OF HAPPY VALLEY
ENGINEERING DEPARTMENT
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

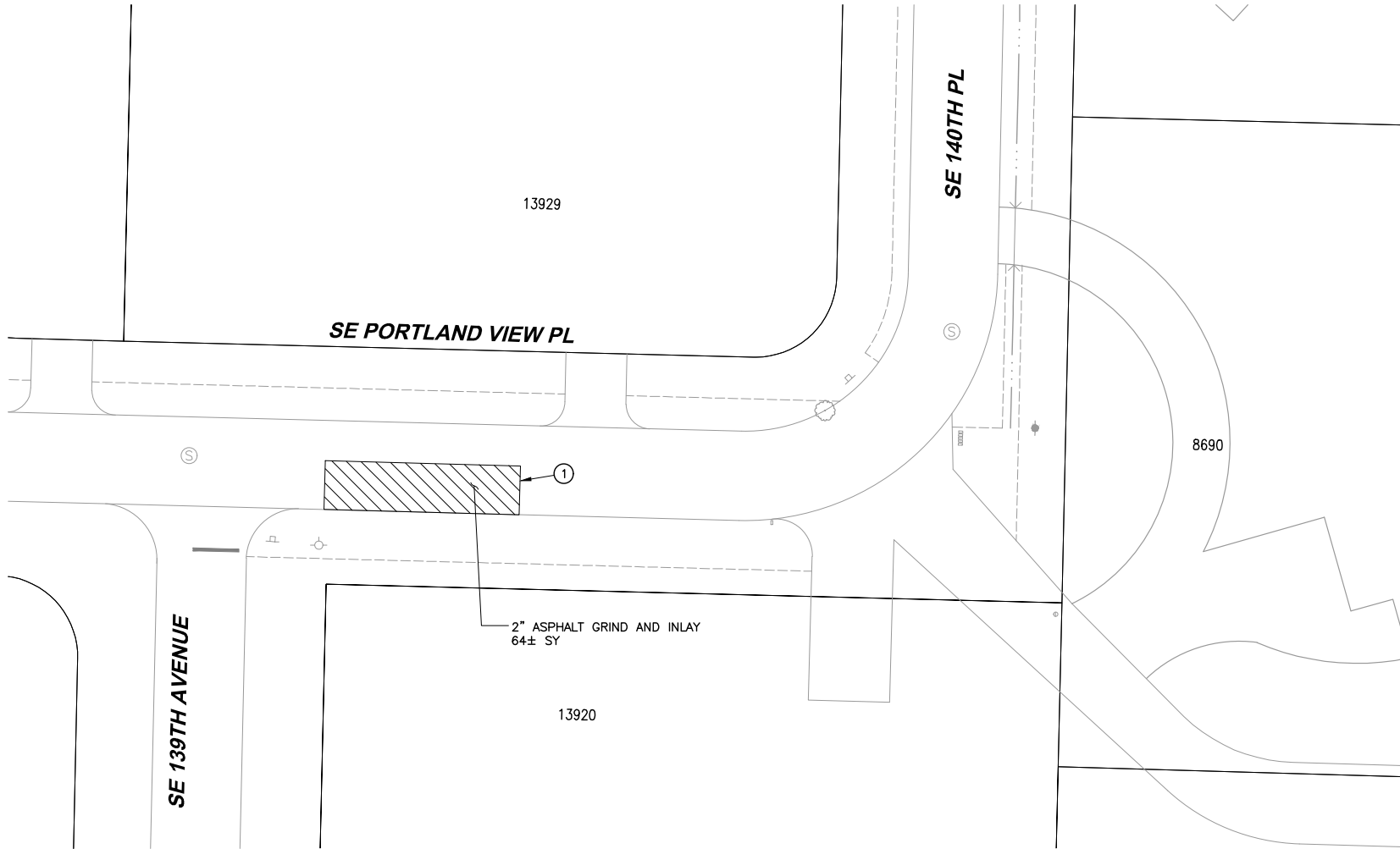
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SCALE	AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE A
SE 147TH AVENUE & SE OREGON TRAIL DRIVE
ADA RAMP DETAILS



JOB NUMBER	
23802.00	
SHEET NAME P23802 RAMPS	
SHEET	12 OF 19

DWG: P:\HQ\P23\23802 Happy Valley 2023 Overlays\CAD\ENGINEERING\SHEETS\P23802 PORT.dwg
DATE: May 10, 2023 1:16pm XREFS: X23802 TaxiLot_Parcels X23802 RD USER: marka




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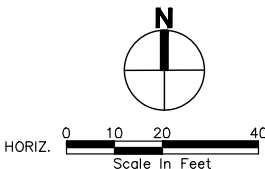
- A. MAINTAIN DRAINAGE FLOW PATTERNS AT ALL CURB RETURNS, DRIVEWAYS AND CATCH BASINS.
- B. CONTRACTOR TO REMOVE AND REPLACE THERMOPLASTIC SYMBOLS AS SHOWN.

NOTES

1. BEGIN 2" GRIND AND INLAY AS MARKED IN FIELD. MATCH EXISTING GRADE.

LEGEND

 PROPOSED GRIND & INLAY WITH PAVING FABRIC



DESIGNED	###					
DRAWN	###	ISSUED FOR CONSTRUCTION	5/23	MA	BL	
CHECKED	###	SUBMITTED FOR CITY REVIEW	3/23	MA	BL	
	SYM	REVISION	DATE	BY	APP'D	



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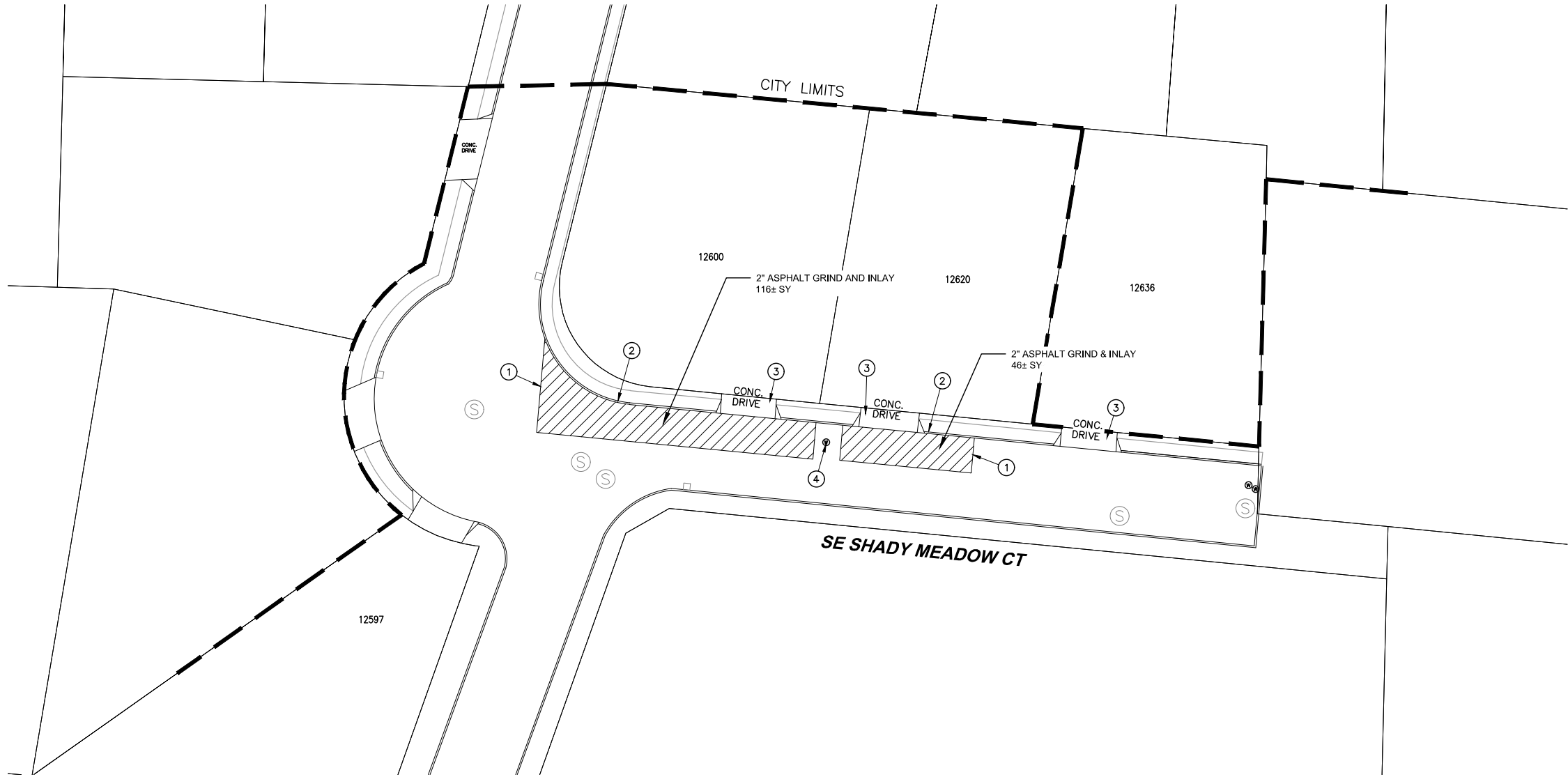
CITY OF HAPPY VALLEY
ENGINEERING DEPARTMENT
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

DATE	MAY 2023
SCALE	AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE B
SE PORTLAND VIEW PLACE IMPROVEMENTS

JOB NUMBER	23802.00
SHEET NAME	P23802 PORT
SHEET	13 OF 19

P:\MO\23802 Happy Valley 2023\Overlays\CAD\ENGINEERING\SHETS\23802 SHADY.dwg
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USER: mark



GENERAL NOTES:

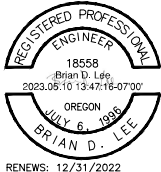
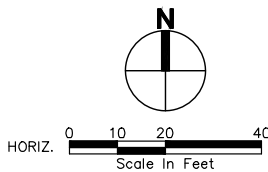
- A. MAINTAIN DRAINAGE FLOW PATTERNS AT ALL CURB RETURNS, DRIVEWAYS AND CATCH BASINS.
- B. CONTRACTOR TO REMOVE AND REPLACE THERMOPLASTIC SYMBOLS AS SHOWN.

NOTES

1. BEGIN 2" GRIND AND INLAY AS MARKED IN FIELD WITH BUTT JOINT PER DETAIL 1 ON SHEET 16. MATCH EXISTING GRADE.
2. PROTECT EXISTING CURB AND GUTTER.
3. PROTECT EXISTING CONCRETE DRIVE.
4. PROTECT EXISTING WATER VALVE.

LEGEND

 PROPOSED GRIND & INLAY



DESIGNED	MAA					
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL	
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL	
	SYM	REVISION	DATE	BY	APP'D	



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

DATE	MAY 2023
SCALE	AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
SCHEDULE C
SE SHADY MEADOWS COURT IMPROVEMENTS

JOB NUMBER	23802.00
SHEET NAME	P23802 SHADY
SHEET	14 OF 19

DWG: P:\HQ\P23\23802 Happy Valley 2023 Overlay\CAD\ENGINEERING\SHEETS\P23802 NOTES.dwg
DATE: May 10, 2023 1:18pm
USER: marka

CONSTRUCTION NOTES:

- 1
- ALL WORK AND MATERIAL SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CITY'S ENGINEERING DESIGN AND STANDARD DETAILS MANUAL (DESIGN MANUAL), LATEST EDITION, APWA/ODOT OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION, LATEST EDITION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
- 2
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- 3
- AT THE PRE-CONSTRUCTION MEETING, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING ITEMS:

a. COPY OF THE CONTRACTOR'S CERTIFICATE OF INSURANCE

b. EMERGENCY CONTACT NAME AND PHONE NUMBER.

c. PROGRESS SCHEDULE.

d. TRAFFIC CONTROL PLAN.

e. LIST OF SUBCONTRACTORS.
- 4
- A COPY OF THE PERMIT WITH ALL ATTACHMENTS, A COPY OF THE APPROVED CONSTRUCTION PLANS, AND ALL AMENDMENTS SHALL BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. ALL WORK SHALL CONFORM TO THE PERMIT TERMS, CONDITIONS/PROVISIONS, APPROVED CONSTRUCTION PLANS, APPROVED PLAN AMENDMENTS, AND THESE GENERAL CONDITIONS. CHANGES TO ANY OF THE FORESAID MUST BE APPROVED BY THE PROJECT ENGINEER AND CITY, IN ADVANCE OF WORK PERFORMANCE.
- 5
- THE CONTRACTOR SHALL HAVE A CURRENT HAPPY VALLEY BUSINESS LICENSE BEFORE STARTING CONSTRUCTION.
- 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:

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

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

UTILITY CONTACTS

POWER

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

CABLE

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

TELEPHONE

FRONTIER
ATTN: JAMES ANDVIK
150 NW 20TH STREET
P.O. BOX 31
GRESHAM, OR 97030
PH : 503-667-9780
GRESHAMENGINEERING@FTR.COM

GAS

NW NATURAL
ATTN: BRIAN KELLEY
220 NW 2ND AVENUE
PORTLAND, OR 97209
PH: 503-220-2427
NCPROJ@NWNATURAL.COM

WATER

SUNRISE WATER AUTHORITY
ATTN: TIM JANNSEN
10602 SW 129TH AVENUE
HAPPY VALLEY, OR 97086
PH: 503-761-0220
TJANNSEN@SUNRISEWATER.COM

SOLID WASTE COLLECTION

HOODVIEW DISPOSAL
PH: 503-668-8300

SUNSET GARBAGE
PH: 503-774-4122

WASTE MANAGEMENT
PH: 800-808-5901

DESIGNED	MAA					
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL	
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL	
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CITY OF HAPPY VALLEY
ENGINEERING DEPARTMENT
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

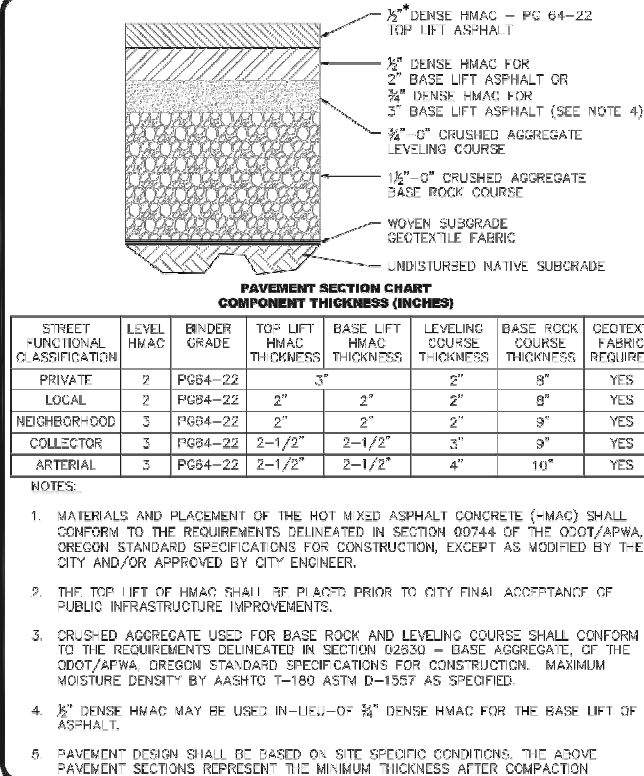
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MAY 2023
SCALE
AS SHOWN


2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
ALL SCHEDULES
GENERAL CONSTRUCTION NOTES



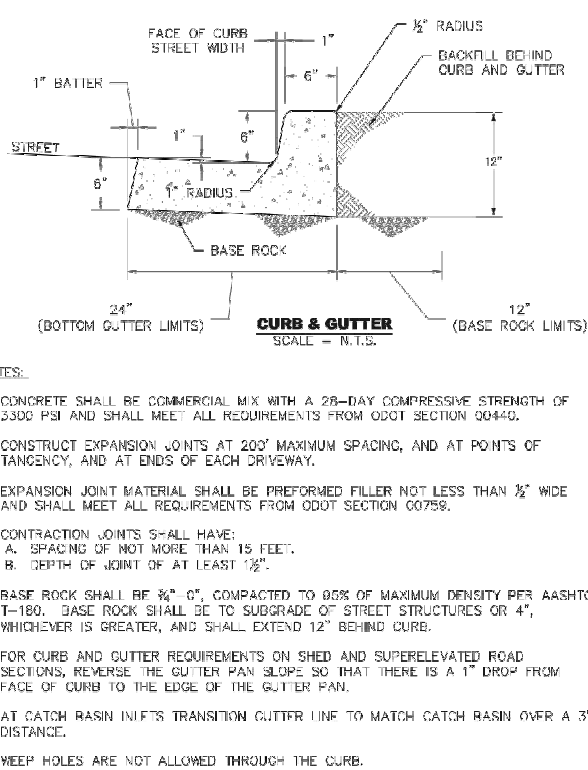
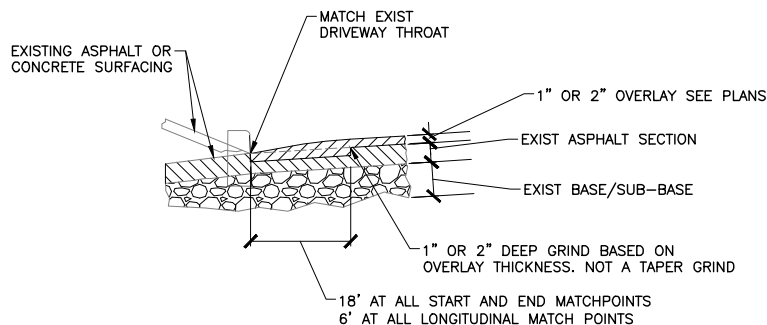
JOB NUMBER
23802.00
SHEET NAME P23802 NOTES
SHEET **15** OF **19**


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DATE: May 10, 2023 1:18pm
USER: mark
XREFS: X23802TB

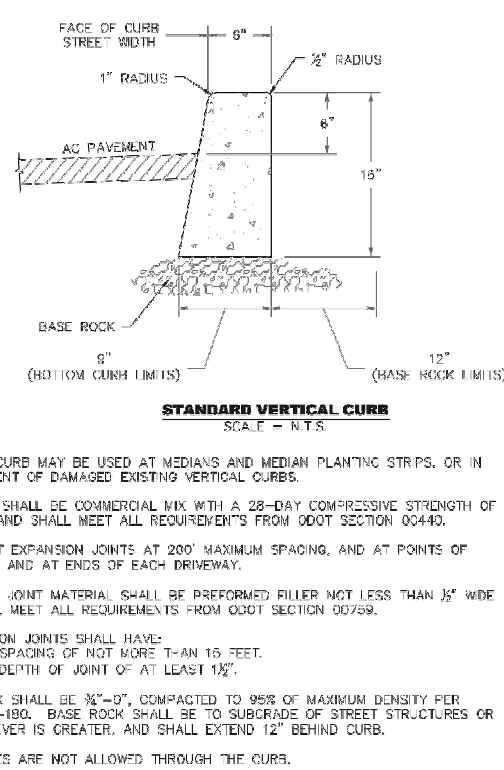



 CITY OF HAPPY VALLEY ENGINEERING DIVISION 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086	DWG NO: 160		PAVEMENT SECTIONS	
	CITY ENGINEER CAROL EARLE, P.E.	DATE: 4/1/2019	REVISD BY: PCB/JHH	

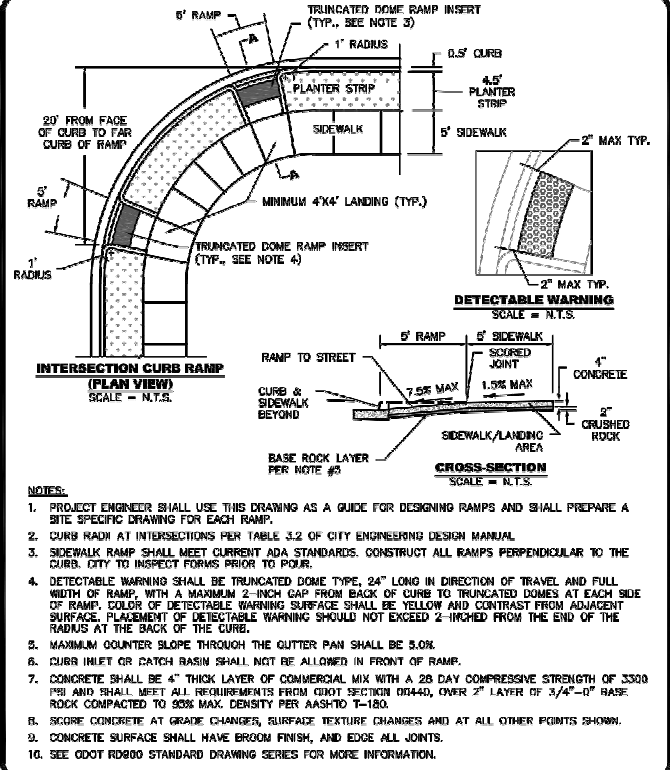
* NOTE: FOR 1" OVERLAYS USE LEVEL 2 - 3/8" DENSE HMAC



 CITY OF HAPPY VALLEY ENGINEERING DIVISION 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086	DWG NO: 230		MONOLITHIC CURB AND GUTTER	
	CITY ENGINEER CAROL EARLE, P.E.	DATE: 4/1/2019		

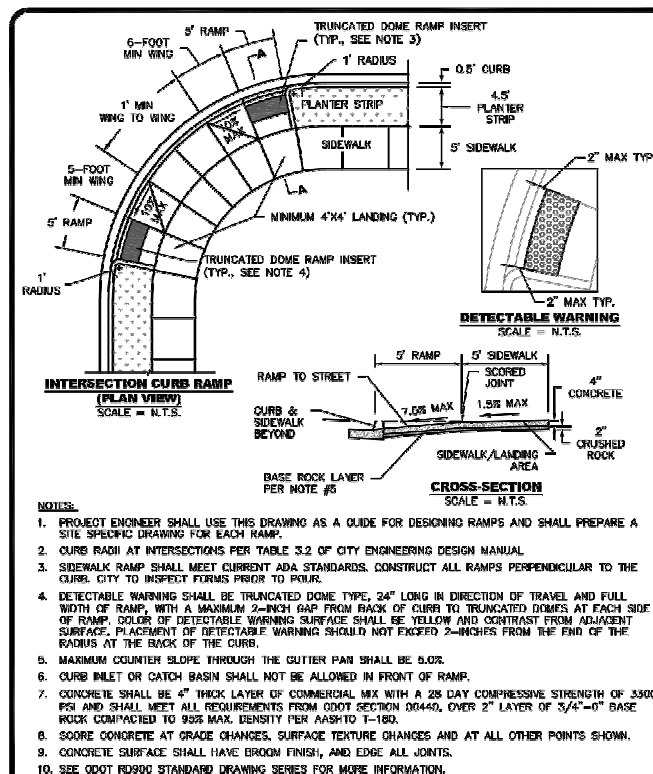


 CITY OF HAPPY VALLEY ENGINEERING DIVISION 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086	DWG NO: 235		VERTICAL CURB	
	CITY ENGINEER CAROL EARLE, P.E.	DATE: 4/1/2019	REVISED BY: PCB/JHH	



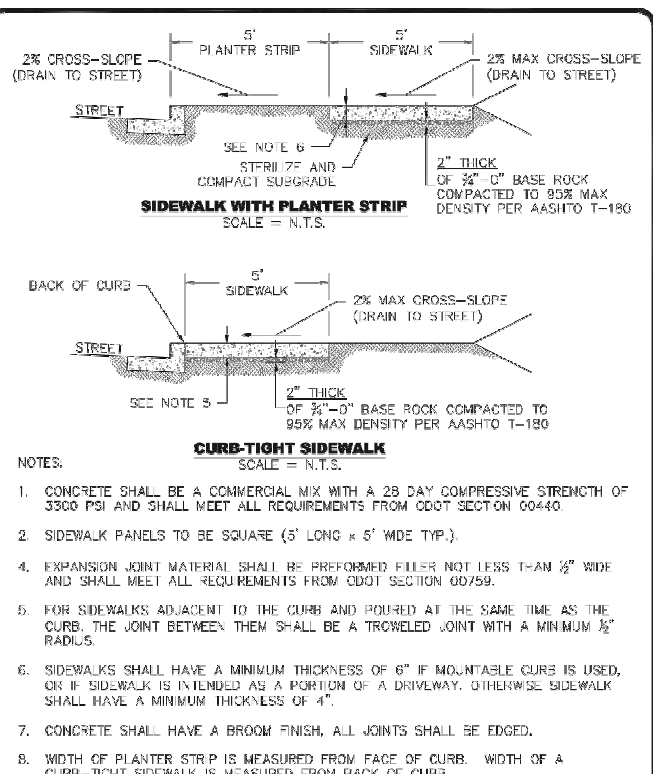
	CITY OF HAPPY VALLEY ENGINEERING DIVISION 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086		DWG NO: 245		CURB RAMPS RESIDENTIAL & LOCAL	
			CITY ENGINEER SALLY CURRAN, P.E.	DATE: 4/15/2022	REVISED BY: SJM	

CURB RAMPS RESIDENTIAL & LOCAL/LOCAL PRINTED April 15, 2023

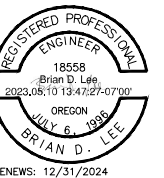


 CITY OF HAPPY VALLEY ENGINEERING DIVISION 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086	DWG NO: 246		CURB RAMPS COLLECTOR & ARTERIAL	
	CITY ENGINEER SALLY CURRAN, P.E.	DATE: 4/15/2022	REVISED BY: SJM	

246 CURB RAMPS - COLLECTOR & ARTERIAL PRINTED April 15, 2023



 CITY OF HAPPY VALLEY ENGINEERING DIVISION 16000 SE MISTY DRIVE HAPPY VALLEY, OR 97086	DWG NO: 250		SIDEWALK	
	CITY ENGINEER CAROL EARLE, P.E.	DATE: 4/1/2019	REVISD BY: PCB/JHH	



DESIGNED	MAA					
DRAWN	MAA	ISSUED FOR CONSTRUCTION	5/23	MA	BL	
CHECKED	BDL	SUBMITTED FOR CITY REVIEW	3/23	MA	BL	
	SYM	REVISION	DATE	BY	APP'D	



4500 Kruse Way, Suite 250
Lake Oswego, OR 97035
p. 503.597.3222 | f. 503.597.7655
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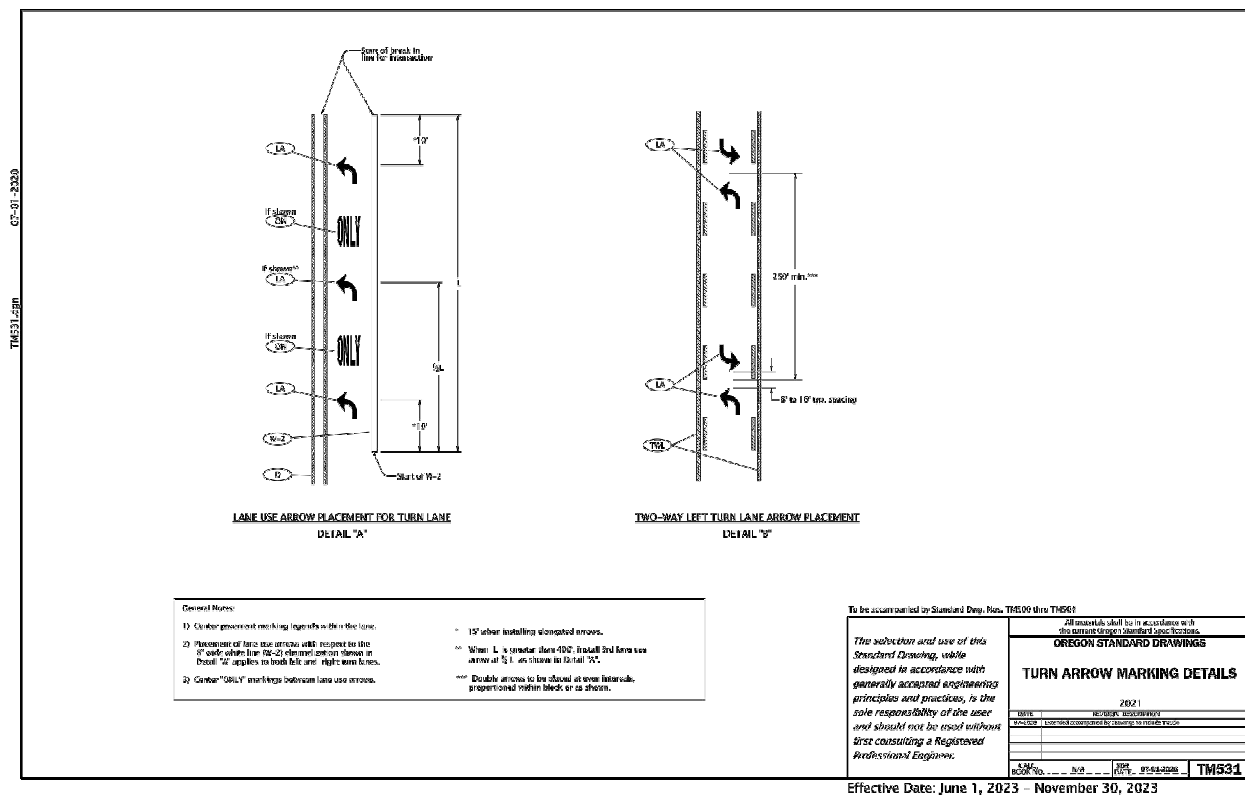
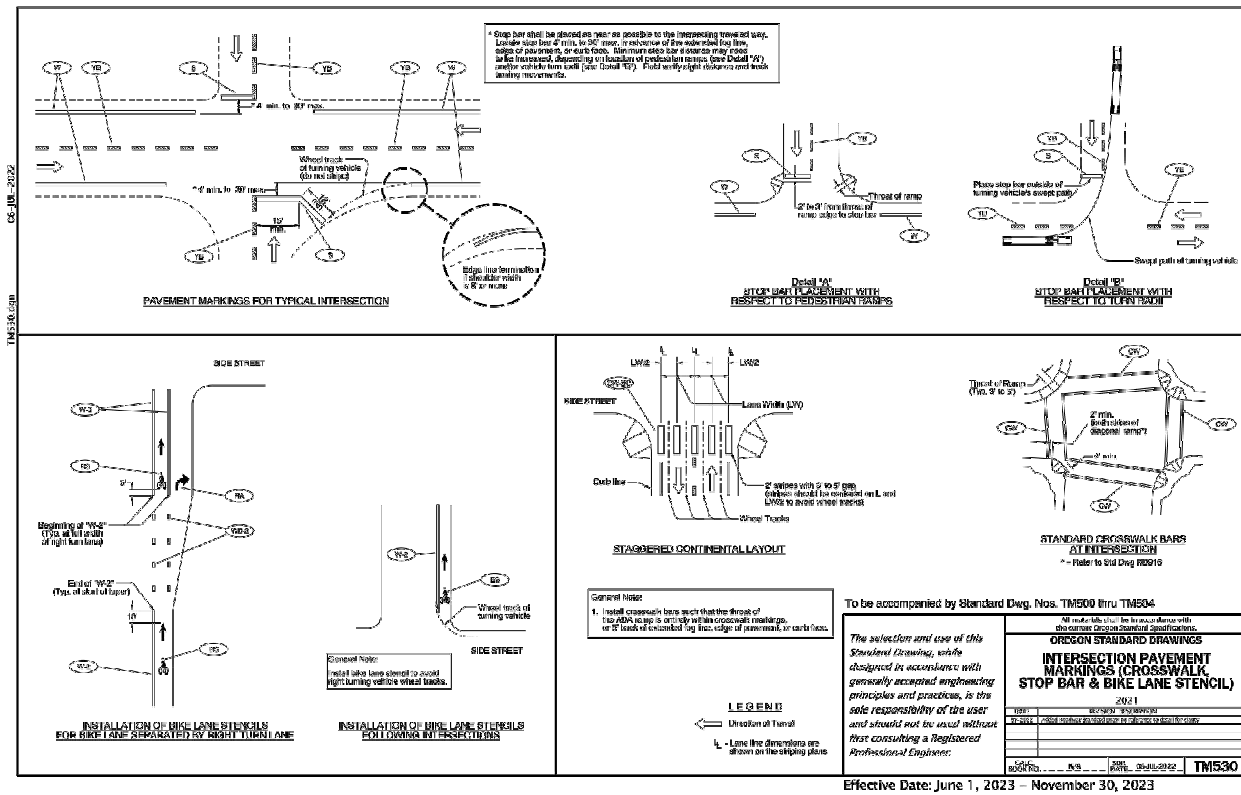
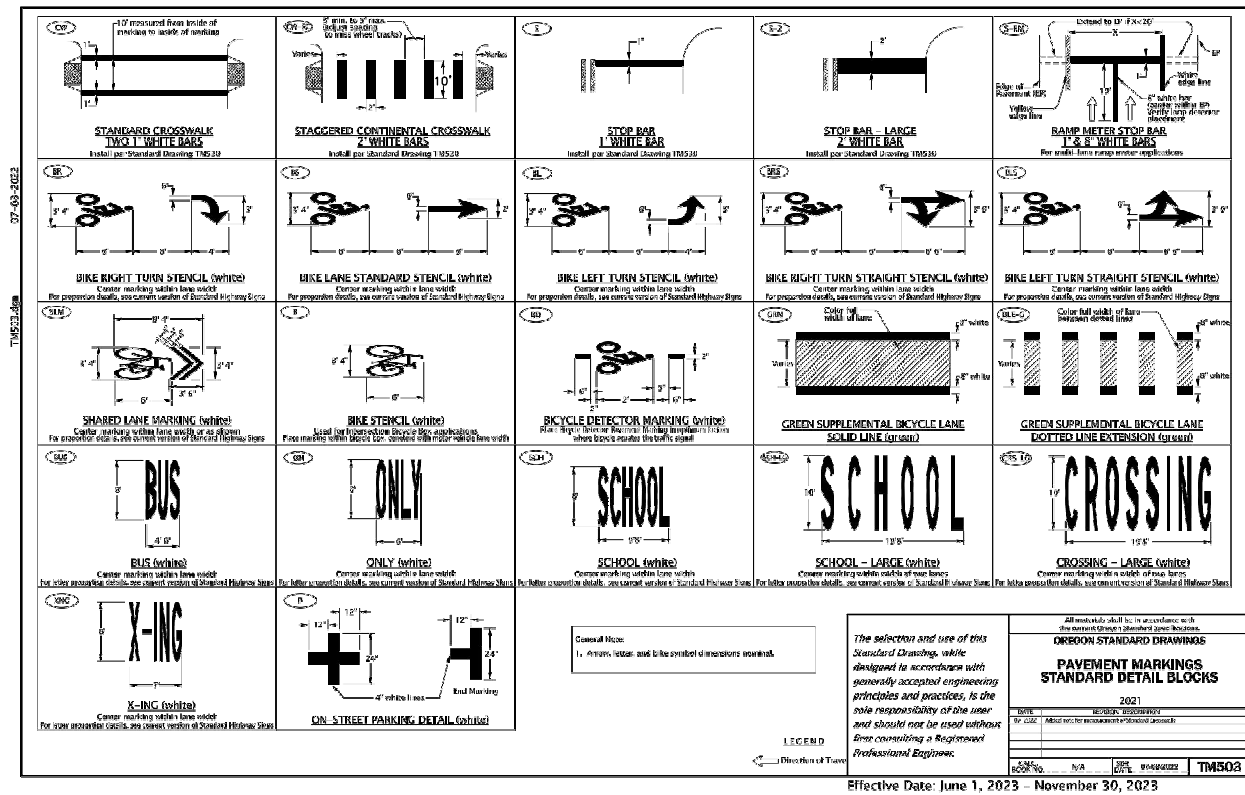
CITY OF HAPPY VALLEY
ENGINEERING DEPARTMENT
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

DATE	MAY 2023
SCALE	AS SHOWN

2023 STREET IMPROVEMENTS PROJECT
CIP-02-23
ALL SCHEDULES
STANDARD DETAILS

JOB NUMBER	23802.00
SHEET NAME	P23802 NOTES
SHEET	16 OF 19





DWG: P:\AQ\P23\23802 Happy Valley 2023 Overlay\CAD\ENGINEERING\SHEETS\P23802 NOTES.dwg
DATE: May 10, 2023 1:19pm
USER: mark
XREFS: X23802TB

EROSION/SEDIMENTATION/POLLUTION CONTROL NOTES:

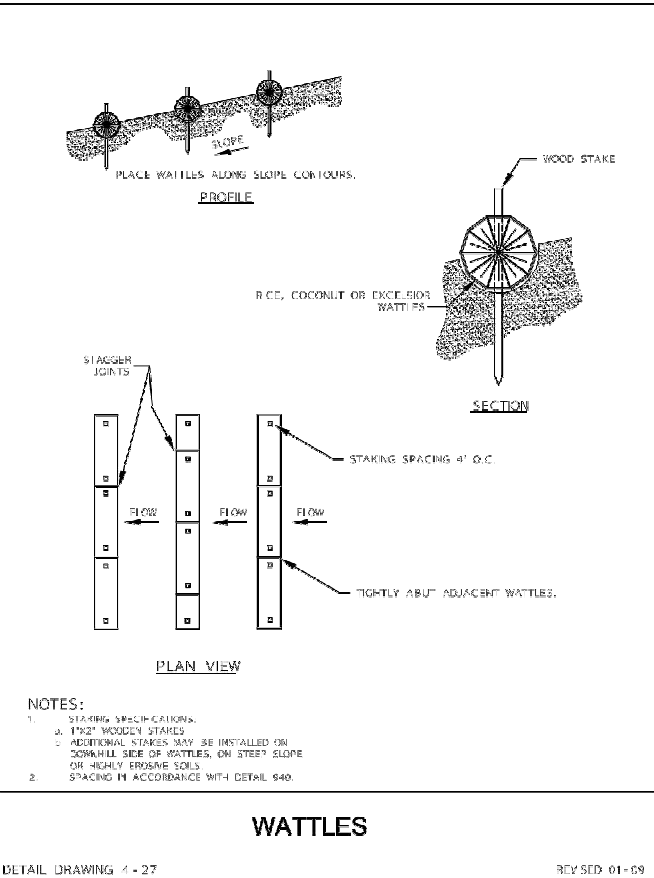
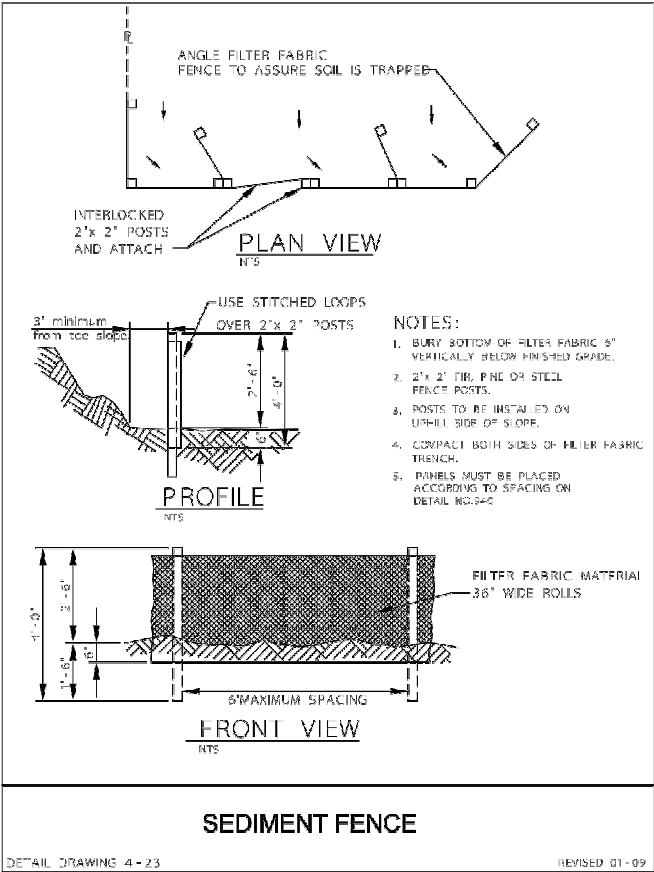
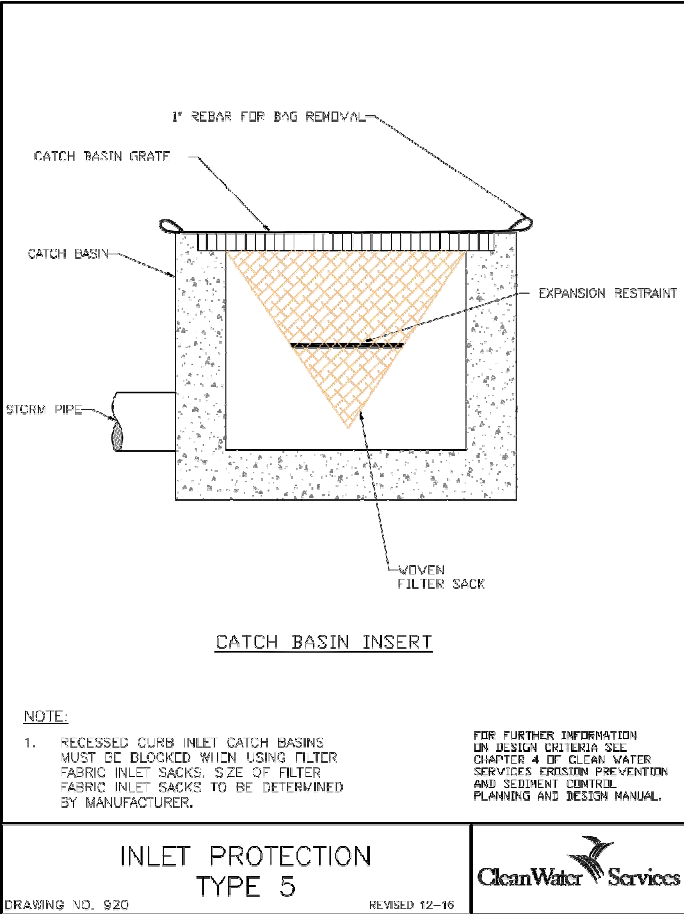
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.
- THE IMPLEMENTATION OF THESE ESC PLANS AND CONSTRUCTION, MAINTENANCE, REPLACEMENT AND UPGRADING OF THESE ESC FACILITIES IS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

INSPECTION AND MAINTENANCE

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

TEMPORARY GRASSES AND PERMANENT VEGETATIVE COVER

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



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CHECKED	BDL		SUBMITTED FOR CITY REVIEW	3/23	MA	BL
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