SOLICITATION DISCLAIMER FOR DOWNLOADING

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: 2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25)

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

2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

HAPPY VALLEY, OREGON

ODOT CLASSIFICATION:

CONCRETE WORK & ASPHALT PAVING

OCTOBER 2025



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, October 24, 2025**
LAST DATE TO PROTEST SPECIFICATIONS (7 DAYS PRIOR TO BID OPENING)	**Thursday, November 13, 2025** at **4:00 PM**
BID OPENING	**Thursday, November 20, 2025** at **2:00 PM**
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE	**Thursday, November 20, 2025** at **4:00 PM**
NOTICE OF INTENT TO AWARD	**WITHIN FOURTEEN (14) DAYS OF DATE OF BID OPENING**
LAST DATE TO PROTEST AWARD	**SEVEN (7) DAYS AFTER NOTICE OF INTENT TO AWARD**

IN PARTNERSHIP BETWEEN:

HAPPY VALLEY, OR
EST. 1965

Location: 16000 SE Misty Drive
Happy Valley, OR 97086
Telephone: (503) 783-3800
Fax: (503) 658-5174
Website: Happyvalleyor.gov

CMI
CURRAN-McLEOD, INC.
Consulting Engineers

Location: 6655 SW Hampton St., Ste. 210
Portland, OR 97223
Telephone: (503) 684-3478
Fax: (503) 624-8247

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INVITATION TO BID

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INVITATION TO BID

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

2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25)

ODOT CLASS OF WORK: Concrete Work & Asphalt Paving

PUBLIC BID OPENING…… Thursday, November 20, 2025 at **2:00 PM**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE: Thursday, November 20, 2025 at **4:00 PM**

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

This project generally includes the demolition and replacement of defective sidewalk panels, and construction of new sidewalk planters on multiple streets in Happy Valley, Oregon. The proposed work includes the following:

1. **Existing Sidewalk Demolition**
2. **Concrete Saw-Cutting & Concrete Grinding**
3. **Tree Removal and Replanting**
4. **New Sidewalk Planter Construction**
5. **New Sidewalk Replacement Panel Construction**
6. **Miscellaneous Curb and A/C Replacement as Required**
7. **Traffic and Pedestrian Access Control including Pedestrian Detours in Work Areas**

Construction must be completed no later than **Friday, March 20, 2026.** Once construction has begun, the contractor must reach substantial completion within **120** days of commencing.

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

Project and bid documents are available on the City's website
https://www.happyvalleyor.gov/business/engineering-division/bid-advertisements

Sealed bids are to be sent to **Bob Balgos, P.E.**, **Capital Improvement Project Manager**, 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
Bob Balgos, P.E.
Capital Improvement Project Manager

NOTICE IS DATED **October 24, 2025,** 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:

Bob Balgos, P.E., Capital Improvement Project Manager, 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
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

Submitted by: _____

Address: _____

Date: _____ , 2025 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 **2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25)** in accordance with the said *Specifications* herein for the bid prices set forth in the *"Bid Schedule"* attached hereto and forming a part of this proposal. The bidder agrees to complete the project within the contract term.

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

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

a) That no Councilor, officer, agency or employee of the City of Happy Valley is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms.

b) That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

c) I, the undersigned, certify that this bid has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition.

d) I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including *Standard Terms and Conditions*; *Special Conditions*; *Plans and Specifications*; and all State and Federal Provisions as applicable.

e) I, the undersigned, agree to comply with the provisions of ORS 279C.800 through ORS 279C.870, relating to Prevailing Rates of Wage requirements, as applicable.

f) I, the undersigned, certify that the Bidder holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

g) I, the undersigned, certify that the Bidder has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining subcontracts.

h) I, the undersigned, certify that the Bidder is legally qualified to contract with the City of Happy Valley.

i) I, the undersigned, certify that the Bidder qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

j) I, the undersigned, certify that the Bidder is covered by liability insurance and other insurance in the amount(s) required by the solicitation.

k) Contractor shall commence no work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS279C.830 and all other bonding and insurance requirements have been met and a *Notice to Proceed* has been issued.

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 _____ , 2025

_____
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 _____ , 2025

Name of Corporation

By Title

2025 SIDEWALK MAINTENANCE PROJECT

CIP-06-25

BID SCHEDULE

BID ITEM	ODOT #	DESCRIPTION	TOTAL QTY	UNIT	UNIT PRICE	TOTAL COST
A. Site Preparation						
A.1		Mobilization	1	LS	$	$
A.2		Temporary Traffic Control and Pedestrian Protection Measures	1	LS	$	$
A.3		Saw Cut AC & Concrete	5,000	LF	$	$
A.4		Common Excavation for Sidewalks, Driveways and Asphalt (Expected Depth 8")	675	CY	$	$
A.5		Erosion Control	1	LS	$	$
A.6		Remove and Replace Existing Trees, Includes Stump Removal & Tree Watering Bag	20	EA	$	$
A.7		Misc. Site Restoration including Seeding, Haying and Replacement of Small Shrubs	1	LS	$	$
				Subtotal for Site Preparation		
B. Paving & Surfacing						
B.1		4" Concrete Sidewalk, Including 2" Leveling Course Rock	400	SY	$	$
B.2		Misc. C-Curb Repair As Needed	200	LF	$	$
B.3		Misc. AC Repair As Needed	20	Ton	$	$
B.4		Sidewalk Grinding, 1/2" Depth	1,000	LF	$	$
B.5		Landscape Rock (6" Deep, 2" Gray Angular Ballast Rock), Includes Geotextile Fabric	800	CY	$	$
				Subtotal for Paving & Surfacing		

CONSTRUCTION TOTAL $ _____

Dollars

_____

Total Bid Amount (In Words)

Contractor Company Name: _____

Contact Name: _____

Telephone Number: _____

Please use this form to submit bid
Bids due no later than 2:00 PM on Thursday, November 20th, 2025
Mailed or delivered to City of Happy Valley, 16000 SE Misty Drive
No electronic submittals will be accepted
ATTN: Bob Balgos, P.E., Capital Improvement Project Manager

2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25)

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

FIRST-TIER SUB-CONTRACTOR DISCLOSURE FORM

PROJECT NAME: **2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25)**

BID OPENING: **Date:** **Thursday, November 20, 2025** **Time:** **2:00 PM**

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

INSTRUCTIONS: [ORS 279C.370]
This form **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
2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25)

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Contractor)

as Principal, hereinafter called the Principal, and _____

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and

jointly and severally held and bound unto _____
(Name of Obligee)

as Obligee, hereinafter called the Obligee, in the sum of _____Dollars

($_____), for the payment of which sum well and truly to he made, the said Principal and the said Surety, bid ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

_____

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

Signed and sealed this _____day of _____, 2025.

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

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CONTRACT DOCUMENTS

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

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: 2025 SIDEWALK MAINTENANCE

Land Use/Project Number: CIP-06-25

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 2025 SIDEWALK MAINTENANCE CIP-06-25 ("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 or Authorized Signatory	Printed Name of Authorized Surety or Attorney-in-Fact Signatory
Title	Title	Title
Signature of Authorized City Signatory	Signature of Principal or Authorized Signatory	Signature of Authorized Surety or Attorney-in-Fact Signatory
16000 SE Misty Drive Address Line 1	Address Line 1	Address Line 1
Happy Valley, OR 97086 Address Line 2	Address Line 2	Address Line 2
Date	Date	Date
	Telephone Number	Telephone Number
	Email Address	Email Address

Initials___/___

Exhibit A

This bond covers the following items and work involved with construction as shown and described in the Bid and Contract Documents for CIP 06-25. Items include, but are not limited to:

- Erosion and Sediment Control
- Shrub/Tree Removal & Replanting
- Sidewalk Demolition
- All Concrete Sidewalk & Curb Materials and Workmanship
- Asphalt Pavement Materials
- Landscape Restoration
- Planter Strip Landscaping

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PAYMENT BOND
2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25)

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 _____, 2025

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

Oregon in conformity with all laws, state and national, applicable thereto.

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

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

(a) All material men, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on this bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted 'in a proceeding instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

(c) The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEES, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to the state tax commission pursuant to ORS 316.711, and shall do all things required of said PRINCIPAL by the laws of this state.

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

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

_____, this _____ day of _____, 2025

_____

_____

_____

_____(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.

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City of Happy Valley, Oregon
MAINTENANCE GUARANTEE

Project Title: 2025 SIDEWALK MAINTENANCE

Land Use/Project Number: CIP-06-25

Bond Number: _____

Expiration Date: Upon Written Release by the City

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 2025 SIDEWALK MAINTENANCE CIP-06-25 ("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 TWENTY-FOUR (24) 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 TWENTY-FOUR (24) 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 or Authorized Signatory	Printed Name of Authorized Surety or Attorney-in-Fact Signatory
Title	Title	Title
Signature of Authorized City Signatory	Signature of Principal or Authorized Signatory	Signature of Authorized Surety or Attorney-in-Fact Signatory
16000 SE Misty Drive Address Line 1	Address Line 1	Address Line 1
Happy Valley, OR 97086 Address Line 2	Address Line 2	Address Line 2
Date	Date	Date
	Telephone Number	Telephone Number
	Email Address	Email Address

Initials___/___

Exhibit A

This bond covers the following items and work involved with construction as shown and described in the Bid and Contract Documents for CIP 06-25. Items include, but are not limited to:

- ALL CONCRETE ITEMS AND WORKMANSHIP
- ASPHALT CONCRETE USED IN AC REPAIR
- TREES AND SHRUBS
- PLANTER STRIP LANDSCAPING

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CONTRACT FOR SERVICES
2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25)

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

2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25) (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 279C3830 (1)(c); OAR 839-025-0020(3)

10. The CONTRACTOR must have a public works bond filed with the Construction Contractors Board before commencement of any work on the project. ORS 279C.830(3)(a)

11. The CONTRACTOR shall include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any work on the project. ORS 279C.830(3)(b).

(2) CONTRACTOR warrants all installed materials or systems to be free from design, materials or construction defects and the systems shall perform to the CITY's satisfaction for at least two (2) years from the date the CITY accepts the work. CONTRACTOR warrants that the renovation work shall be performed consistent with professional standards found to be prevalent in the Portland Metropolitan Area.

IV. **INSURANCE REQUIREMENTS:**

(1) The CONTRACTOR agrees to furnish the CITY evidence of commercial general liability insurance in the amount of not less than $2,000,000 combined single limit per occurrence and $2,000,000 general annual aggregate for bodily injury and property damage for the protection of, and naming the CITY, its officers, councilors and employees as additionally insured against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The CITY requires a complete copy of the above policy.

(2) The CONTRACTOR warrants that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the CONTRACTOR has the assistance of other persons in the performance of this contract, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656.407. CONTRACTORS shall maintain employer's liability insurance with limits of $1,000,000 each accident, $1,000,000 disease each employee, and $1,00,000 each policy limit.

(3) The CONTRACTOR agrees to furnish the CITY evidence of business automobile liability insurance in the amount of not less than $1,000,000 combined single limit for bodily injury and property damage for the protection of, and naming the CITY, its officers, councilors, and employees as additionally insured against liability for damages because of bodily injury, death, or damage to property, including loss of use thereof in any way related to this contract. The CITY, at its option, may require a complete copy of the above policy.

(4) The insurance, other than the Workers' Compensation coverage, shall include the CITY as an additional named insured and refer to and support the CONTRACTOR'S obligation to hold harmless and defend (with attorneys approved by the CITY) the CITY, it's officers, councilors, agents, insurers and employees (all of whom shall be deemed to be covered by the duty of indemnify and defend). Such insurance shall provide at least thirty (30) days written notice to the CITY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the CITY under this insurance. The insurance company will provide written notice to the CITY within sixty (60) days after any reduction in the general aggregate limit. This policy(s) shall be primary insurance as respects to

the CITY. Any insurance or self-insurance maintained by the CITY shall be excess and shall not contribute to it.

V. **SUBCONTRACTS:**

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

VI. **DEFAULT:**

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

(1) If the CONTRACTOR fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or

(2) If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.

(3) In the event the CITY terminates this contract in whole, or in part, as provided in paragraph (b) above of this clause, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, supplies or services similar to those terminated, and the CONTRACTOR shall be liable to the CITY for any excess costs for such similar supplies or services; provided, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(4) Except with respect to defaults of subcontractors, the CONTRACTOR shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the CITY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required delivery schedule.

(5) The rights and remedies of the CITY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(6) As used in paragraph (d) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

LIQUIDATED DAMAGES

The CONTRACTOR shall complete all required work under the Contract by **Friday, March 20, 2026**.

Once construction on the project has begun, the contractor must reach substantial completion within ***120*** days of commencing activity. The daily amount of the liquidated damages will be $500 per Calendar Day* for failure to meet this deadline and/or for failure to complete work on-time as required by Section 00180.50(h) of the ODOT Standard Specifications for Construction, latest edition as modified by these Bid Documents.

required by Section 00180.50(h) of the ODOT Standard Specifications for Construction, latest edition as modified by these Bid Documents.

The daily amount of the liquidated damages shall be $100 for every fifteen minutes (rounded to the nearest one quarter hour) after 5:00 PM that any street is not drivable and will be charged without prior authorization.

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

VII. PERFORMANCE GUARANTEE AND PAYMENT BOND

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

VIII. MAINTENANCE GUARANTEE

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

IX. TERMINATIONS AND AMENDMENTS:

(1) The CITY may terminate this contract for cause or if sufficient funds are not appropriated for the completion of this project.

(2) This contract and any amendments thereto will not be effective until approved in writing by the City of Happy Valley.

(3) This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

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

CONTRACTOR	CITY OF HAPPY VALLEY
Authorized Signature *Date*	*Public Works Director Signature* *Date*
	Chris Randall
Printed Name & Title	*Printed Name, Public Works Director*
Company Address (line one)	*C.I.P. Manager Signature* *Date*
	Bob Balgos, P.E.
Company Address (line two)	*Printed Name, C.I.P. Manager*
Email Address	
Federal Tax ID	

STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

The general conditions for this project are the *most current edition of the 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*.

2024 Oregon Standard Specifications for Construction can be found at:
https://www.oregon.gov/odot/Business/Specs/2024_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:

2025 SIDEWALK MAINTENANCE PROJECT

CIP-06-25

OCTOBER 2025

CITY OF HAPPY VALLEY

CLACKAMAS COUNTY, OREGON



Prepared by:

CMI
CURRAN-McLEOD, INC.
Consulting Engineers

CURRAN-McLEOD, INC.
6655 SW Hampton Street, Suite 210
Portland, OR 97223
Phone: (503) 684-3478 Fax: (503) 624-8247

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WORK TO BE DONE

The Work to be done under this Contract includes, but is not inclusive of the following **2025 SIDEWALK MAINTENANCE PROJECT (CIP-06-25)** in the City of Happy Valley in Clackamas County:

1. **Existing Sidewalk Demolition**
2. **Concrete Saw-Cutting & Concrete Grinding**
3. **Tree Planting and Removal**
4. **New Continuous Sidewalk Planter Construction**
5. **New Sidewalk Replacement Panel Construction**
6. **Miscellaneous Curb and A/C Replacement as Required**
7. **Traffic and Pedestrian Access Control including Pedestrian Detours in Work Areas**

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work for this Project are the **current 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

Concrete Work & Asphalt Paving

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:

Advertisement – See "Invitation to Bid"

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

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

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

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

Jeremy Thomas, P.E., Project Engineer, CURRAN-McLEOD INC, 6655 SW Hampton Suite 210, Portland, OR 97223. Phone: (503) 684-3478; Email: jst@curran-mcleod.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.

Planholder – Potential Bidder who has 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 Board.

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

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

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

Paper bids submittals only will be accepted. Electronic bid submittals will be considered non-responsive and rejected.

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

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.

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

Bob Balgos, P.E., Capital Improvement Project Manager, 503.886.8495,
(bbalgos@happyvalleyor.gov)

OR
Jeremy Thomas, P.E., Project Engineer, 503.684.3478,
(jst@curran-mcleod.com)

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. Without receiving a "Return Receipt" form, the City cannot be responsible for not notifying a Bidder of changes to the bid documents. Although it is the intent of the City to notify all Plan Holders bid document changes, 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:

Bob Balgos, P.E., Capital Improvement Project Manager
Happy Valley City Hall
16000 SE Misty Drive, Happy Valley, OR 97086
(503) 886-8414
bbalgos@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 Capital Improvement Project Manager.

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

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

All bids must be submitted to the Capital Improvement Project Manager 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 **Bob Balgos, P.E., Capital Improvement Project Manager,** 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 indicated by the Invitation to Bid as advertised and included with these Bid Documents. Bids received after the designated time 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 irregularities 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 one 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) The Oregon Construction Contractors Board registration number and expiration date are not shown on the bid if required by the bid document.
12) 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.
13) The City determines that any Bid 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 sub-section:

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:

A Notice of Intent to award shall be issued by the City soon after the Bid Opening and after the Bid results have been verified. Once bids have been verified a Notice of Intent to Award will be published and all Bidders will be notified. After Seven (7) Calendar Days, if no written protests have been received, the City will be authorized to issue the Notice of Award to the lowest bidder once all Contract and Contractor documentation has been received. The Notice of Award shall constitute a final decision by the Capital Improvement Project Manager.

Protest Criteria - Any 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 Capital Improvement Project Manager 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. The City will not entertain protests submitted after the time period established in this rule.

00130.40 Contract Submittals

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

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

(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 first sentence in last paragraph in this sub-section and replace with the following:

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

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. (See Section 00180.)

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 (l) 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 sub-section:

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.

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 right of way. 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 – Add the following to the end of this subsection:

The City to provide a Right of Way application for which the Contractor must provide or verify contact information and a signature of responsible party. 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 - Delete verbiage in this sub-section and replace with the following:

Digital signatures for documents are 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 Subsection, 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 the verbiage in this subsection and replace with the following:

Workers' compensation requirements shall be stated in the "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 requirements 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 term limit for warranties and additional warranties shall be two years from date of acceptance of the maintenance bond.

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 related activities shall be limited to Monday through Friday from the hours of 8:00a.m. to 5:00p.m. unless otherwise authorized by the city. Construction-related activities include but are not limited to all field maintenance of equipment, refueling, pick-up and delivery of equipment and asphalt concrete pavement repairs.
- Any tree trimming or removal required must be approved by the City prior to beginning saw cutting and demolition of sidewalks.
- Clean up the project area including the area around the sidewalks and leave it in a neat, safe and secured manner at the end of each workday. Adjust signage/and or barricades as necessary prior leaving site.

- 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.
- Provide the City Project Manager with a 24-hour contact person name and telephone number.
- 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.

(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:

The type of schedule required for this work will be a Type "A" Schedule.

Add the following paragraph:

Contractor is required to submit a schedule for this project.

The City can adjust the project schedule as required or if needed for City activities.

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

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

- Proposed stockpile locations if needed
- Responsibility for damage
- Hours of work
- Sequencing and schedule of work
- Tree trimming, removal or replanting if required
- Public notification procedures and responsibilities
- Duration of sidewalk and any potential roadway 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 pedestrian 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:

(c) Beginning of Contract Time – Replace with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin with the date indicated on the Notice to Proceed.

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

Construction is to be completed no later than **March 20, 2026**. Once construction on the project has begun, the contractor must reach substantial completion within **120** days of commencing activity.

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

00180.70 Suspension of Work

a) General – Add the following specifications to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the City Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the City Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the City's Risk Management Safety Analyst. If the City's Risk Management Safety Analyst 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, March 20, 2026**.

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).

(c) Inconveniencing the Traveling Public – Add this sub-section and the following specifications:

Contractor shall pay to the City, not as a penalty but as liquidated damages for inconvenience to the traveling public, $100 for every fifteen minutes (rounded to the nearest one quarter hour) for failure to open any closed streets on time at end of work day as required by 00220.40(e) and is not Drivable as defined in Section 00706.02 of these Special Provisions.

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.

00195.90 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. It the Project Manager finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied.

If the Contractor does not accept the Project Managers decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "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
- Demobilization

00210.90 Payment – Add the following specifications to the end of this sub-section:

Demobilization will be considered incidental to Mobilization pay item and will be at the Contractor's expense.

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.
- 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 singing 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. Sidewalk closures at any location shall not be longer than one consecutive week without prior approval.
- 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 6:00 p.m. all days or during the following periods, whichever is earliest:

(1) Weekdays:

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

(2) Weekends:

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

(3) Days when School is in Session:

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

(4) Holidays and Special Events:

- Comply with ODOT Standard Specifications Sub-section 00220.40(e)(2).
- 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 and Pedestrian Access 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. Traffic Control for work on 122nd & 152nd Avenue requires Clackamas County approval and must adhere to County regulations. Flagging will be required on William Otty at curves and 152nd where medians are present.

If any lane closures are required, emergency vehicles and school buses shall be given priority access through the work zone. All pedestrian and bicycle traffic detours shall be approved by the City prior to installation.

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
  - o Transportation Department, (503) 353-6150
- 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

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 all and any temporary protection and direction of traffic, pedestrian and bicycle detours, 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 " Temporary Traffic Control and Pedestrian Protection Measures" 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.

END OF SECTION

SECTION 00228 - TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 of the Standard Specifications.

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.

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.

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, exception 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 operation that may damage any portion of the remaining structure.

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

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 proportion length basis.

END OF SECTION

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications, supplemented and/or modified as follows:

00320.00 Scope: Add the following paragraph:

Removal of branches and vegetation according to this section will occur if needed. City will provide notification regarding branches and vegetation removal to residents once before project is advertised for bidding and again at least 30 days prior to the start day of the project as submitted by the Contractor. No trees or tree limbs shall be cut without prior permission of the City.

Contractor is required to provide 48 hours door hanger notices to residents prior to commencing work on removal of any branches and vegetation over roadways adjacent to their respective properties.

00320.40 Clearing Operations: Delete verbiage in the sub-section and replace with the following:

(c) Tree Trimming - Trim trees according to good tree surgery practices, trim branches and vegetation over roadways to provide at least 14 feet of clearance above the roadway surface.

00320.80 Measurement - Delete this sub-section in its entirety and replace it with the following:

The quantities of clearing and grubbing Work performed under this Section will be measured on per tree basis.

00320.90 Payment: Delete first paragraph and replace with the following:

Payment for clearing, grubbing, disposal, and cleanup work will be paid for at the Contract unit price, for "Common Excavation for Sidewalk, Driveways and Asphalt".

END OF SECTION

SECTION 00440 – COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications.

END OF SECTION

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

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

00641.10 Materials – *Delete verbiage in this sub-section and replace with following:*

All aggregate used for leveling, repair, or any other purpose shall be ¾"-0 crushed aggregate, per City of Happy Valley Engineering Design Manual (EDM) and Standard Detail drawings (SDD).

END OF SECTION

SECTION 0744 – ASPHALT CONCRETE

Comply with Section 00744 of the Standard Specifications.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

Comply with Section 00759 of the Standard Specifications supplemented and/or modified as follows:

00759.90 Payment – Delete pay item (m) in this sub-section by adding the sentence(s) as follows:

The payment for concrete sidewalks will be paid per square yard at the contract unit price per unit

measurement.

00759.55 Correction of Deficient Structures – Modify statement (a)(1) in this sub-section by as follows:

(a)(1) Concrete Grinding - Grinding to correct high area deficiencies is limited to ½ inch. Use Equipment meeting requirement of 00759.23. Resurface all ground concrete structures according to 00759.55(a)(2).

END OF SECTION

SECTION 01030 – SEEDING

Comply with Section 001030 of the Standard Specifications.

END OF SECTION

SECTION 01040 – PLANTING

Comply with Section 001040 of the Standard Specifications.

END OF SECTION

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PLANS & STANDARD DRAWINGS (C1-C27)

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CITY OF HAPPY VALLEY

2025 SIDEWALK MAINTENANCE PROJECT

CIP-06-25

CLACKAMAS COUNTY, OREGON

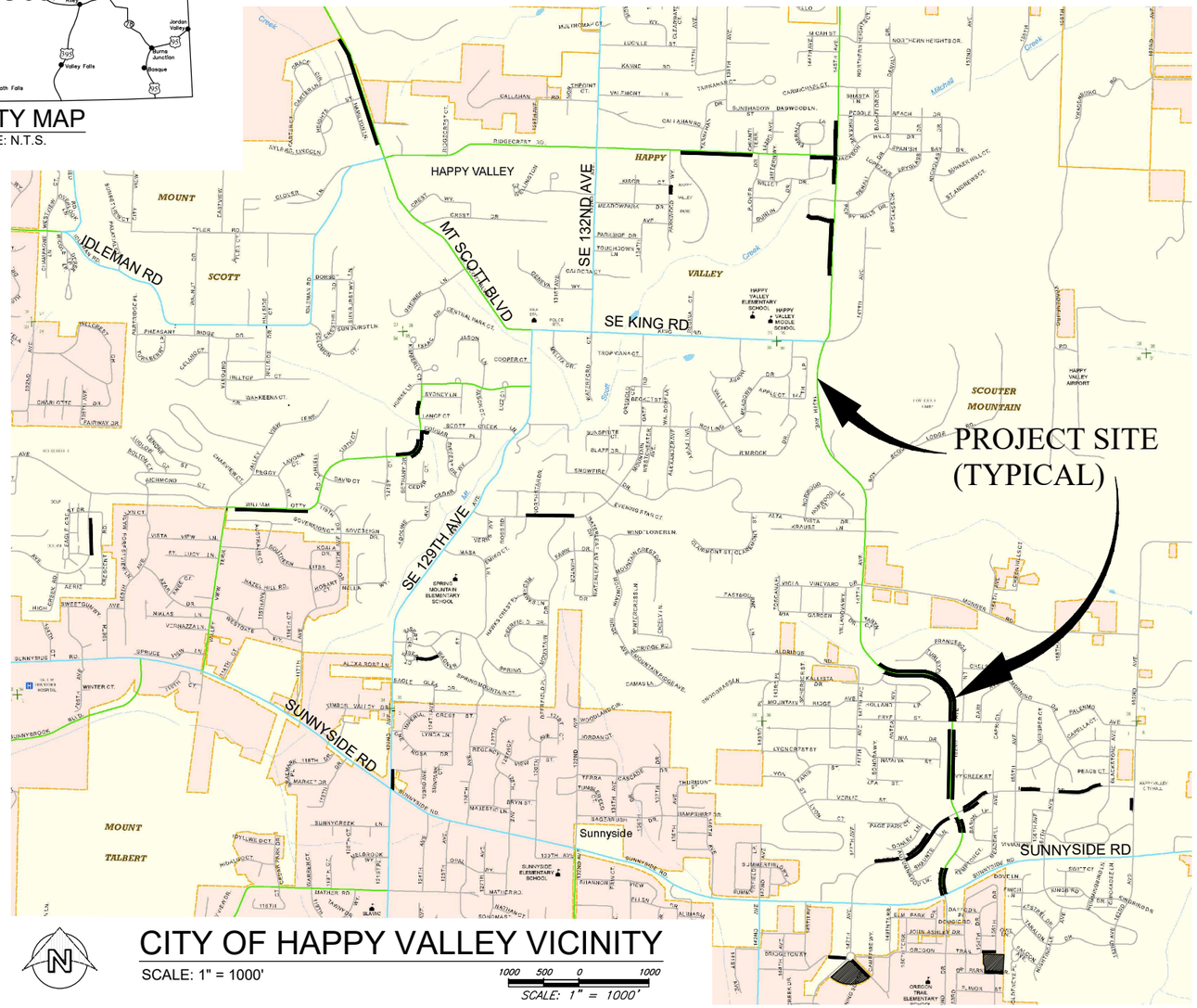
JULY 2025

PROJECT LOCATION



VICINITY MAP

SCALE: N.T.S.



CITY OF HAPPY VALLEY VICINITY

SCALE: 1" = 1000'

1000 500 0 1000

SCALE: 1" = 1000'

LEGEND

- EXISTING CONCRETE SIDEWALK
- AREA OF DEMOLITION & NEW PLANTERS
- EXISTING CURB
- EXISTING LIGHT POLE
- EXISTING PLANTERS W/ TREE – TO BE REPLACED
- EXISTING PLANTERS W/ TREE – NOT TO BE REMOVED

HAPPY VALLEY CITY GOVERNMENT

MAYOR . . . . . TOM ELLIS

CITY COUNCIL . . . . . JOSHUA CALLAHAN (PRESIDENT)
DAVID GOLOBAY (COUNCILOR)
BRETT SHERMAN (COUNCILOR)
GLENN WACHTER (COUNCILOR)

ENGINEERING DIVISION . . . SALLY CURRAN, P.E.
CITY ENGINEER
BOB BALGOS, P.E.
CAPITAL IMPROVEMENT
PROJECT MANAGER

PUBLIC WORKS . . . . . CHRIS RANDALL,
DIRECTOR

CONTRACTOR TO PROTECT EXISTING POWER, TELEPHONE/TELECOMMUNICATION LINES & COORDINATE RELOCATION OF ANY LINES THAT ARE IN CONFLICT WITH THE CONSTRUCTION WITH APPROPRIATE AGENCY

ALL UTILITY CROSSINGS ARE APPROXIMATE, CONTRACTOR TO POTHOLE AND FIELD DEPTH VERIFY PRIOR TO CONSTRUCTION AND CONSULT WITH THE ENGINEER REGARDING ANY CONFLICTS

CALL BEFORE YOU DIG

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES BY CALLING THE CENTER.
(NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1987 OR 811 OR (877) 668-4001

HAPPY VALLEY, OR EST. 1965

BAR IS ONE INCH ON ORIGINAL DRAWING.
ADJUST SCALE AS SHOWN ACCORDINGLY.

REV.	DESCRIPTION	REVISED BY	DATE

REVISIONS

REGISTERED PROFESSIONAL ENGINEER
OREGON
JAN. 13, 2004
EDWARD P. HODGES
DIGITAL SIGNATURE
EXPIRES: 06/30/2027

CURRAN–McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684-3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25
COVER SHEET
CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	JST
D/S	JST
CAD#	1855–C1

C1 *OF* 23

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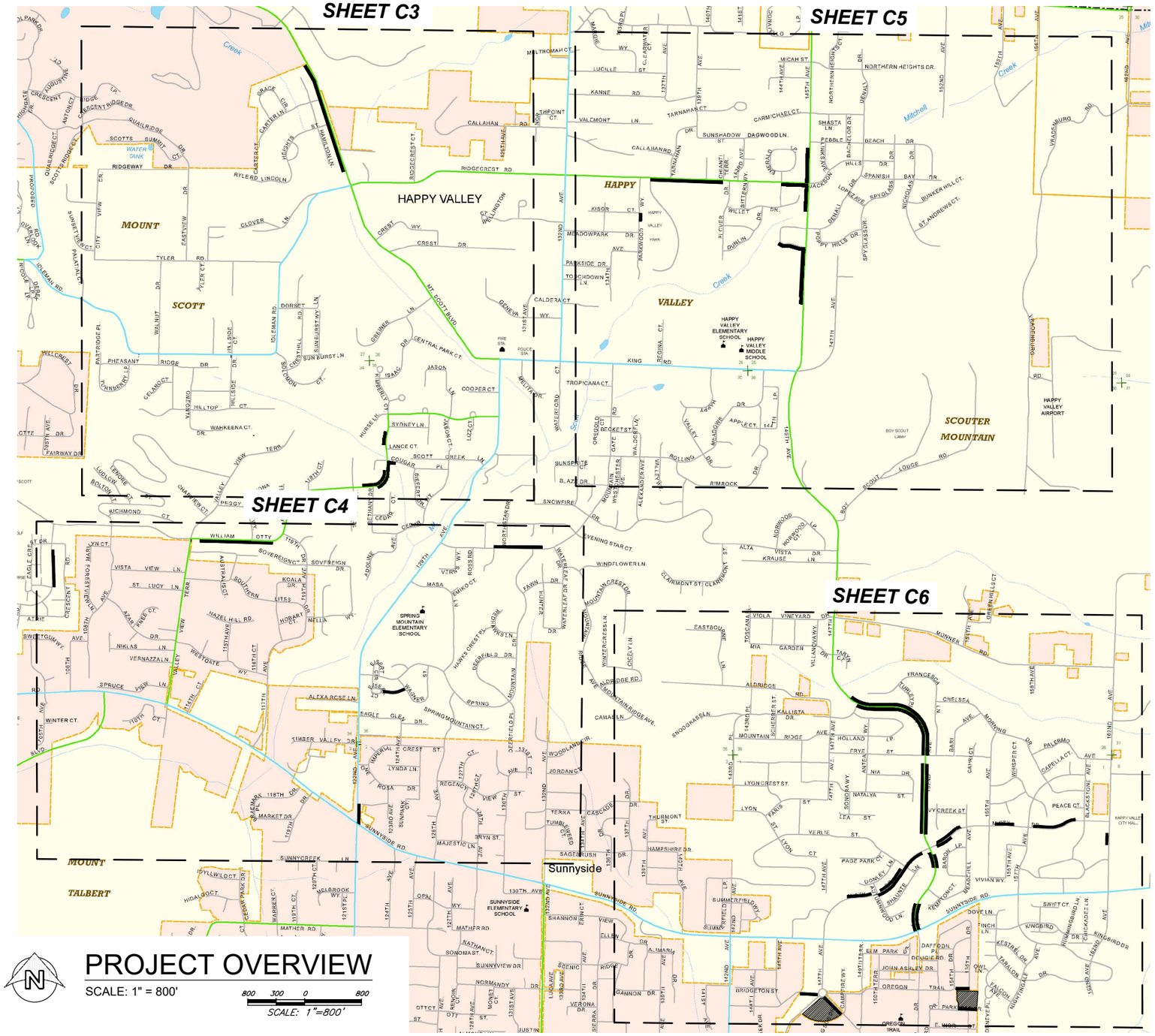

PROJECT OVERVIEW

SCALE: 1" = 800'

800 300 0 800

SCALE: 1"=800'

SHEET INDEX:

C1 COVER SHEET
C2 SHEET INDEX/PROJECT OVERVIEW
C3 SIDEWALK PANEL LOCATION 1
C4 SIDEWALK PANEL LOCATION 2
C5 SIDEWALK PANEL LOCATION 3
C6 SIDEWALK PANEL LOCATION 4
C7 152ND DR PLANTER INDEX
C8 152ND DR PLANTERS & TREE REPLACEMENT
C9 152ND DR PLANTERS & TREE REPLACEMENT
C10 152ND DR PLANTERS & TREE REPLACEMENT
C11 152ND DR PLANTERS & TREE REPLACEMENT
C12 152ND DR PLANTERS & TREE REPLACEMENT
C13 152ND DR PLANTERS & TREE REPLACMENT
C14 MT SCOTT BLVD TREE REPLACEMENT
C15 SE WILLIAM OTTY RD TREE REPLACEMENT
C16 SE MISTY DR TREE REPLACEMENT
C17 SE MISTY DR TREE REPLACEMENT
C18 SE HINES DR TREE REPLACEMENT
C19 SIDEWALK REPLACEMENT SCHEDULE
C20 152ND DR PLANTERS SCHEDULE
C21 TREE REPLACEMENT SCHEDULE
C22 CONSTRUCTION DETAILS
C23 TREE PLANTING DETAILS

HAPPY VALLEY, OR EST. 1965

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ADJUST SCALE AS SHOWN ACCORDINGLY.

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REGISTERED PROFESSIONAL ENGINEER — OREGON — 35308PE — JAN. 13, 2004 — EDWARD P. HODGES

DIGITAL SIGNATURE

EXPIRES: 06/30/2027

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6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684–3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25
PROJECT OVERVIEW & SHEET INDEX

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	JST
D/S	JST
CAD#	1855-C2

C2 OF 23

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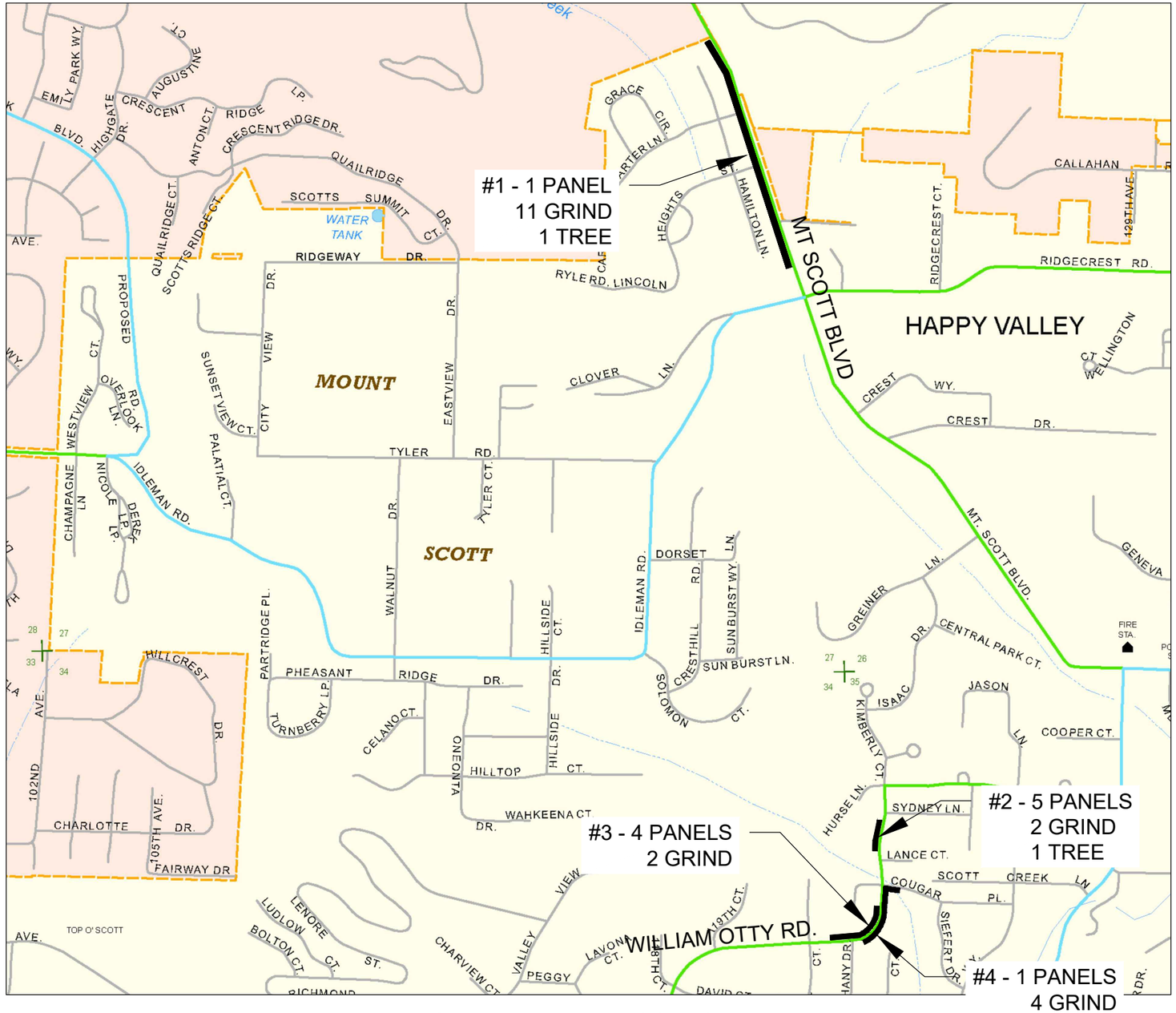

SIDEWALK PANEL LOCATION 1

SCALE: 1" = 400'

LEGEND

CITY OF HAPPY VALLEY OWNED SIDEWALK

CITY PARK

#X - XX PANELS XX GRIND XX TREES

NO. OF PANELS FOR DEMOLITION AND REPLACEMENT SEE SHEET C19

REFERENCE NO. - SEE SHEET C19

NO. OF PANELS FOR CONCRETE GRINDING - SEE SHEET C19

NO. OF TREES FOR REMOVAL AND REPLANTING - SEE SHEET C21

GENERAL NOTE:

1. SIDEWALK PANELS AND TREES THAT ARE TO BE REPLACED WILL BE MARKED BY ENGINEER
2. ALL TREES SPECIFIED FOR REMOVAL WILL BE INSPECTED BY CITY ARBORIST AT THE TIME OF CONSTRUCTION. NO REMOVAL IS TO OCCUR UNLESS INSPECTION AND APPROVAL BY CITY ARBORIST HAS OCCURRED.

400 200 0 400

SCALE: 1"=400'

HAPPY VALLEY, OR EST. 1965

BAR IS ONE INCH ON ORIGINAL DRAWING.

ADJUST SCALE AS SHOWN ACCORDINGLY.

REV.	DESCRIPTION	REVISED BY	DATE

REVISIONS

REGISTERED PROFESSIONAL ENGINEER 73539PE OREGON JAN. 13, 2004 EDWARD P. HODGES

DIGITAL SIGNATURE

EXPIRES: 06/30/2027

CURRAN–McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684–3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

SIDEWALK PANEL LOCATION 1

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	JST
D/S	JST
CAD#	1855–C3

C3 *OF* 23

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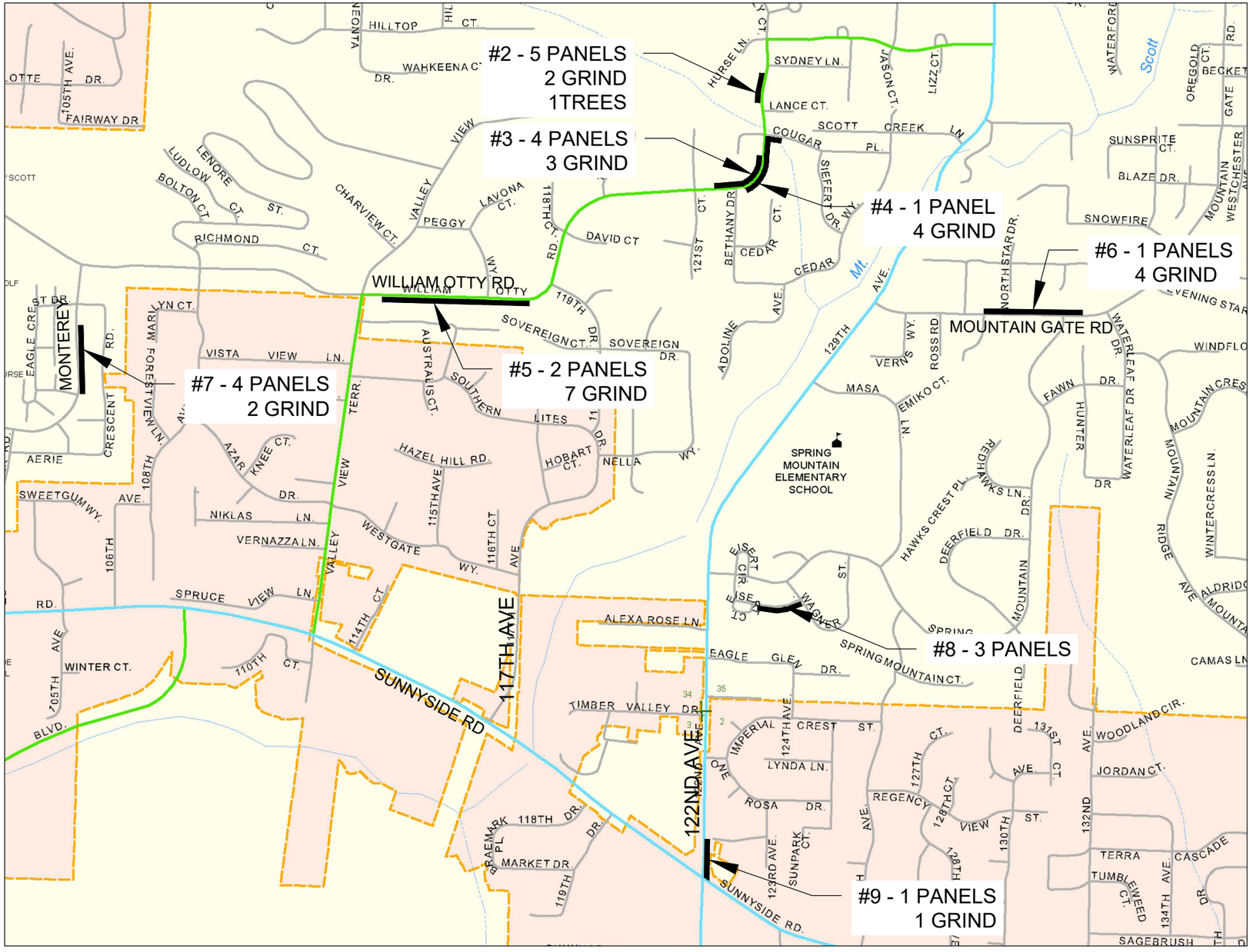

SIDEWALK PANEL LOCATION 2

SCALE: 1" = 400'

LEGEND

- CITY OF HAPPY VALLEY OWNED SIDEWALK
- CITY PARK

#X - XX PANELS
XX GRIND
XX TREES

- NO. OF PANELS FOR DEMOLITION AND REPLACEMENT SEE SHEET C19
- REFERENCE NO. - SEE SHEET C19
- NO. OF PANELS FOR CONCRETE GRINDING - SEE SHEET C19
- NO. OF TREES FOR REMOVAL AND REPLANTING - SEE SHEET C21

GENERAL NOTE:

1. SIDEWALK PANELS AND TREES THAT ARE TO BE REPLACED WILL BE MARKED BY ENGINEER
2. ALL TREES SPECIFIED FOR REMOVAL WILL BE INSPECTED BY CITY ARBORIST AT THE TIME OF CONSTRUCTION. NO REMOVAL IS TO OCCUR UNLESS INSPECTION AND APPROVAL BY CITY ARBORIST HAS OCCURRED.

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SCALE: 1"=400'

HAPPY VALLEY, OR EST. 1965

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CONSULTING ENGINEERS
6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684–3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25
SIDEWALK PANEL LOCATION 2
CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	JST
D/S	JST
CAD#	1855–C4

C4 OF 23

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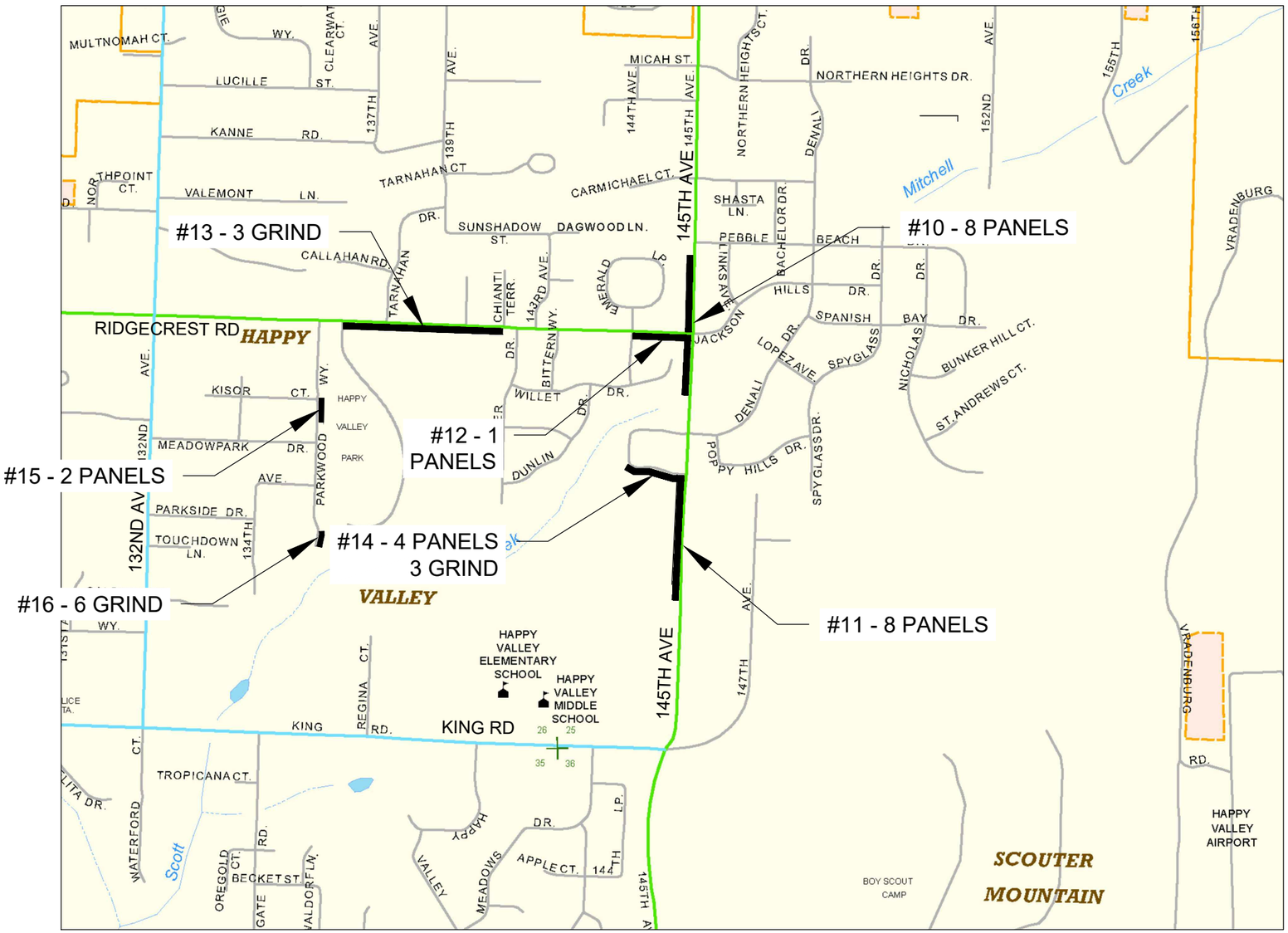

SIDEWALK PANEL LOCATION 3

SCALE: 1" = 400'

LEGEND

- CITY OF HAPPY VALLEY OWNED SIDEWALK
- CITY PARK

#X - XX PANELS
XX GRIND
XX TREES

- NO. OF PANELS FOR DEMOLITION AND REPLACEMENT SEE SHEET C19
- REFERENCE NO. - SEE SHEET C19
- NO. OF PANELS FOR CONCRETE GRINDING - SEE SHEET C19
- NO. OF TREES FOR REMOVAL AND REPLANTING - SEE SHEET C21

GENERAL NOTE:

1. SIDEWALK PANELS AND TREES THAT ARE TO BE REPLACED WILL BE MARKED BY ENGINEER
2. ALL TREES SPECIFIED FOR REMOVAL WILL BE INSPECTED BY CITY ARBORIST AT THE TIME OF CONSTRUCTION. NO REMOVAL IS TO OCCUR UNLESS INSPECTION AND APPROVAL BY CITY ARBORIST HAS OCCURRED.

400 200 0 400
SCALE: 1"=400'

BAR IS ONE INCH ON ORIGINAL DRAWING.
ADJUST SCALE AS SHOWN ACCORDINGLY.

REV.	DESCRIPTION	REVISED BY	DATE

REVISIONS

REGISTERED PROFESSIONAL ENGINEER 73539PE OREGON JAN. 13, 2004 EDWARD P. HODGES
DIGITAL SIGNATURE
EXPIRES: 06/30/2027

CURRAN–McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684–3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25
SIDEWALK PANEL LOCATION 3
CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	JST
D/S	JST
CAD#	1855-C5

C5 OF 23

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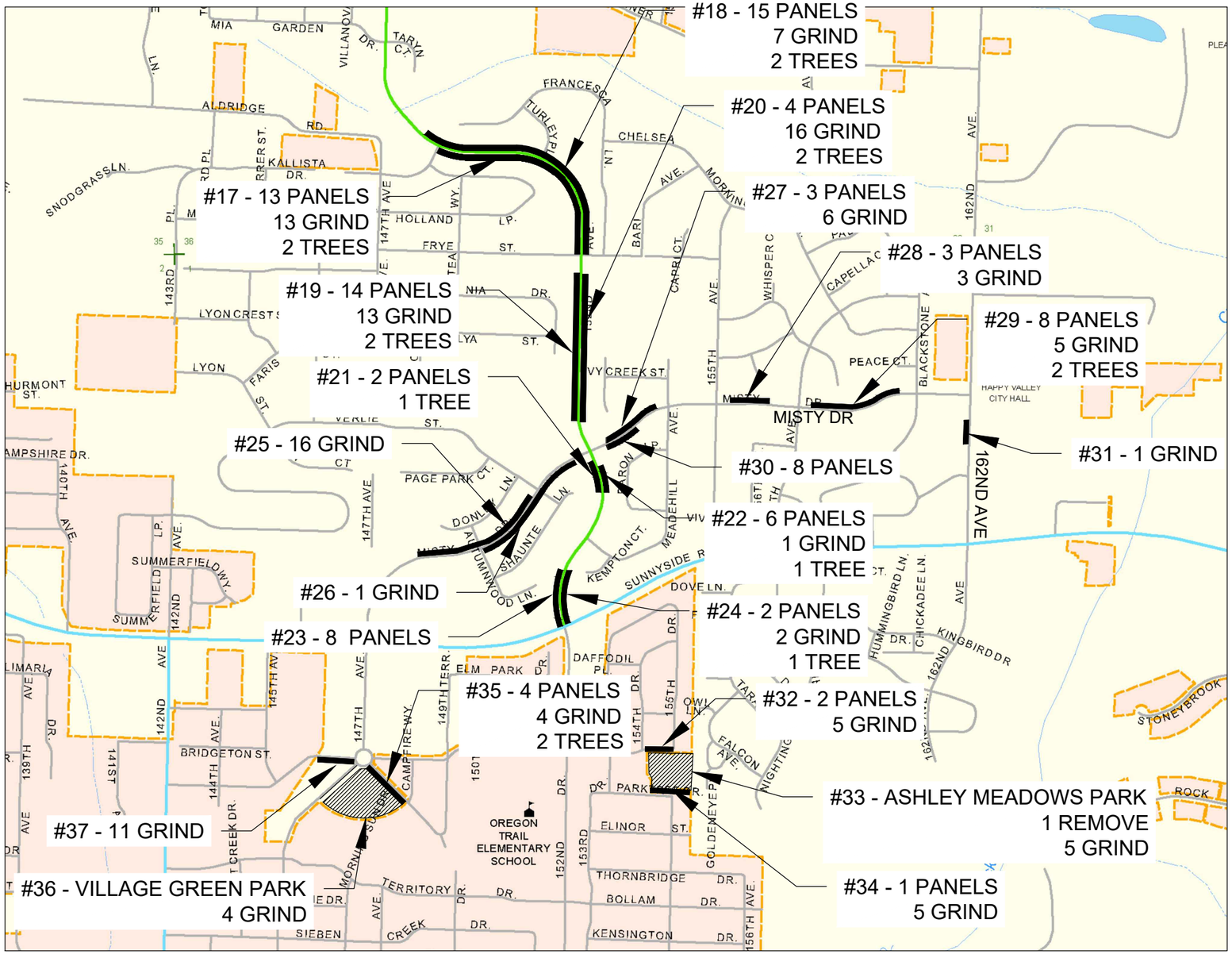

SIDEWALK PANEL LOCATION 4

SCALE: 1" = 400'

LEGEND

- CITY OF HAPPY VALLEY OWNED SIDEWALK
- CITY PARK

#X - XX PANELS
XX GRIND
XX TREES

- NO. OF PANELS FOR DEMOLITION AND REPLACEMENT SEE SHEET C19
- REFERENCE NO. - SEE SHEET C19
- NO. OF PANELS FOR CONCRETE GRINDING - SEE SHEET C19
- NO. OF TREES FOR REMOVAL AND REPLANTING - SEE SHEET C21

GENERAL NOTE:

1. SIDEWALK PANELS AND TREES THAT ARE TO BE REPLACED WILL BE MARKED BY ENGINEER
2. ALL TREES SPECIFIED FOR REMOVAL WILL BE INSPECTED BY CITY ARBORIST AT THE TIME OF CONSTRUCTION. NO REMOVAL IS TO OCCUR UNLESS INSPECTION AND APPROVAL BY CITY ARBORIST HAS OCCURRED.

N

400 200 0 400

SCALE: 1"=400'

HAPPY VALLEY, OR EST. 1965

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CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25
SIDEWALK PANEL LOCATION 4

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855–C6

C6 OF 23

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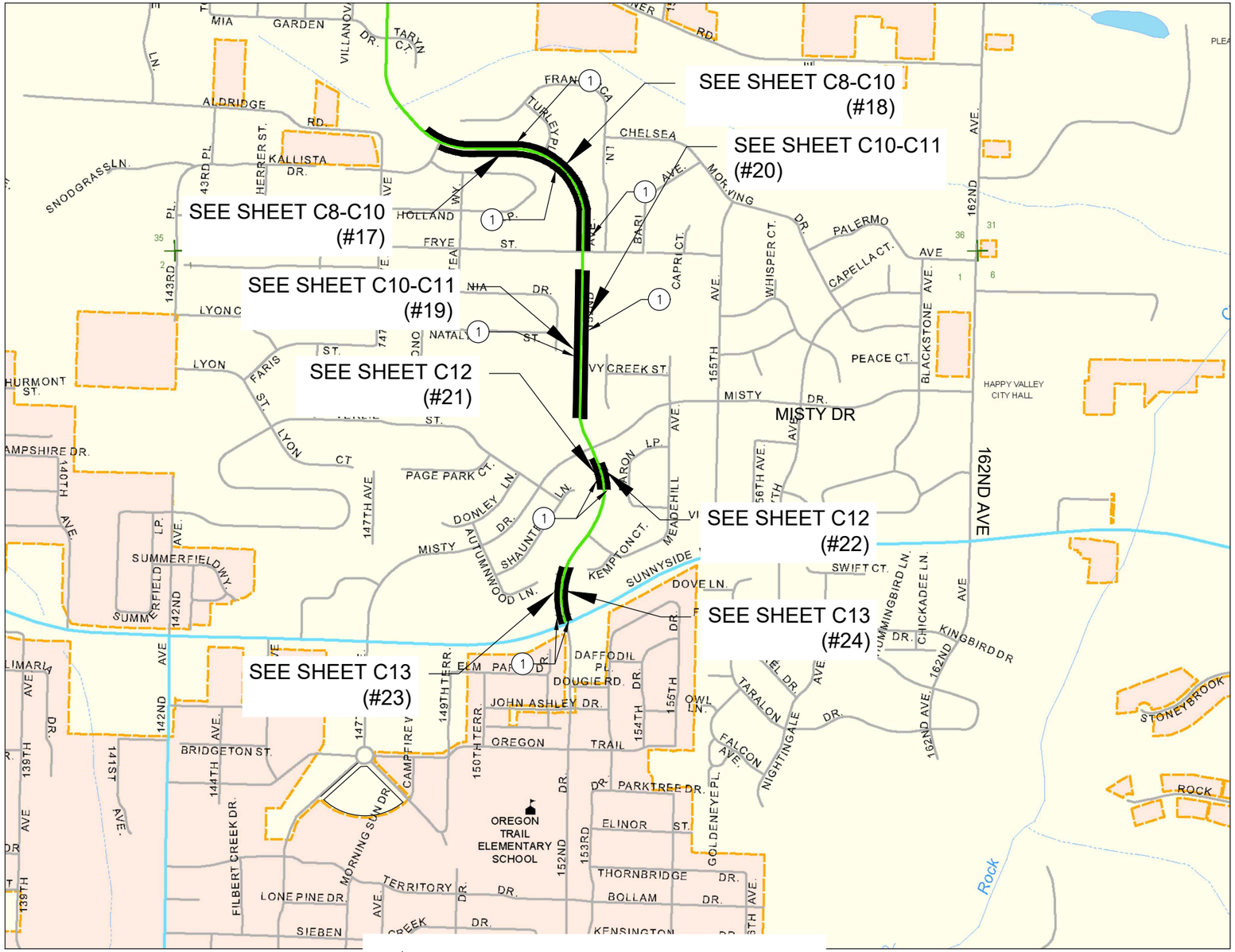

152ND DR PLANTER INDEX

SCALE: 1" = 400'

400 200 0 400

SCALE: 1"=400'

LEGEND

CITY OF HAPPY VALLEY OWNED SIDEWALK

PLANTER CONSTRUCTION PLANS

SEE SHEET CXX (#XX)

REFERENCE NO. - SEE SHEET C21

CONSTRUCTION NOTES:

(1) SAWCUT EXISTING CURB TIGHT SIDEWALK AND INSTALL PLANTERS ACCORDING TO PLANTER SCHEDULE ON SHEET C20 AND DETAIL ON SHEET C22

GENERAL NOTE:

1. SIDEWALK PANELS AND TREES THAT ARE TO BE REPLACED WILL BE MARKED BY ENGINEER

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HAPPY VALLEY, OR EST. 1965

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CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

152ND DR PLANTER INDEX

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	JST
D/S	JST
CAD#	1855–C7

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SE 152ND DR - PLANTERS

SCALE: 1" = 30'

30 15 0 30

SCALE: 1"=30'

HAPPY VALLEY, OR EST. 1965

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OREGON
JAN. 13, 2004
EDWARD P. HODGES
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CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

152ND DR PLANTERS & TREE REPLACEMENT

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855–C3

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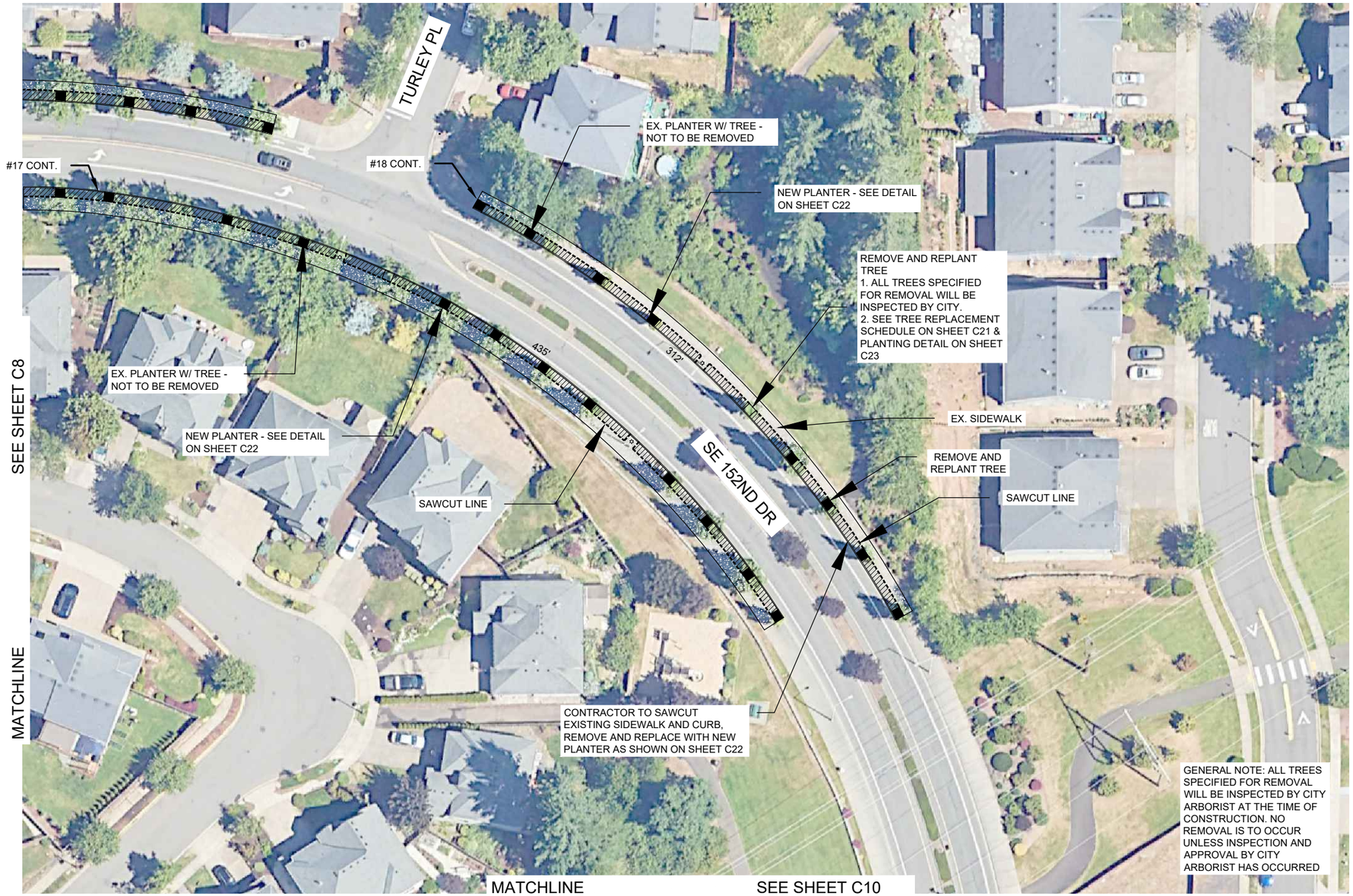

SE 152ND DR - PLANTERS

SCALE: 1" = 30'

30 15 0 30

SCALE: 1"=30'

HAPPY VALLEY, OR EST. 1965

BAR IS ONE INCH ON ORIGINAL DRAWING.

ADJUST SCALE AS SHOWN ACCORDINGLY.

REV.	DESCRIPTION	REVISED BY	DATE

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2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

152ND DR PLANTERS & TREE REPLACEMENT

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
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D/S	JHH
CAD#	1855-C8

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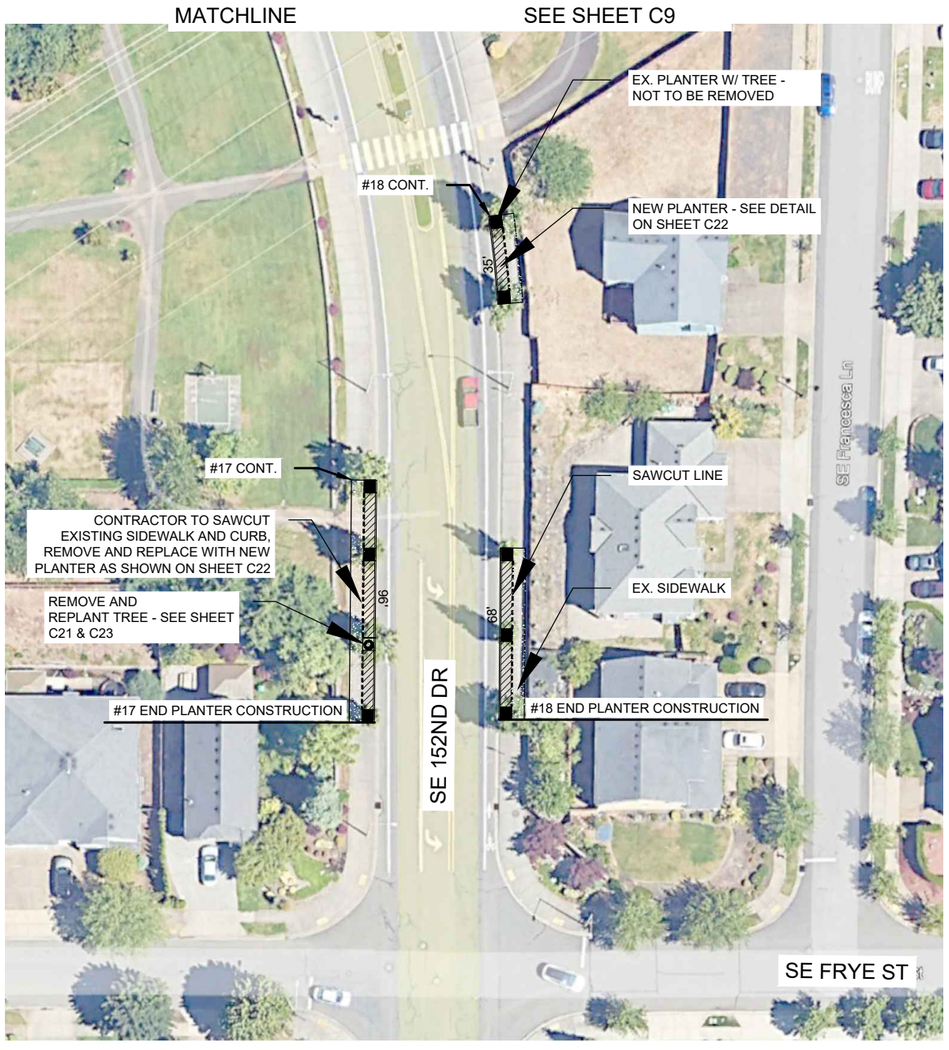
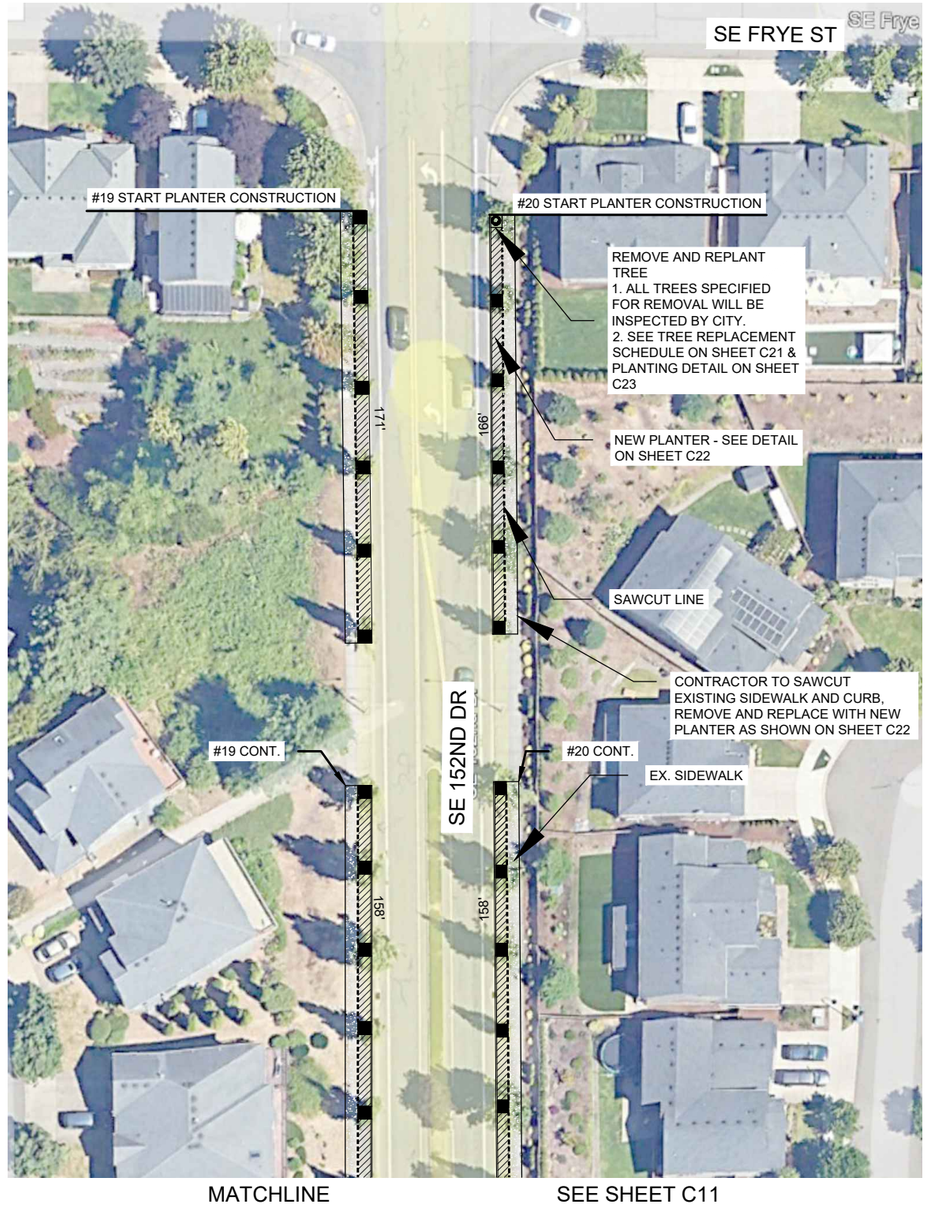


SE 152ND DR - PLANTERS

SCALE: 1" = 30'



SE 152ND DR - PLANTERS

SCALE: 1" = 30'

30 15 0 30

SCALE: 1"=30'

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CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
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152ND DR PLANTERS & TREE REPLACEMENT

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
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CAD#	1855–C9

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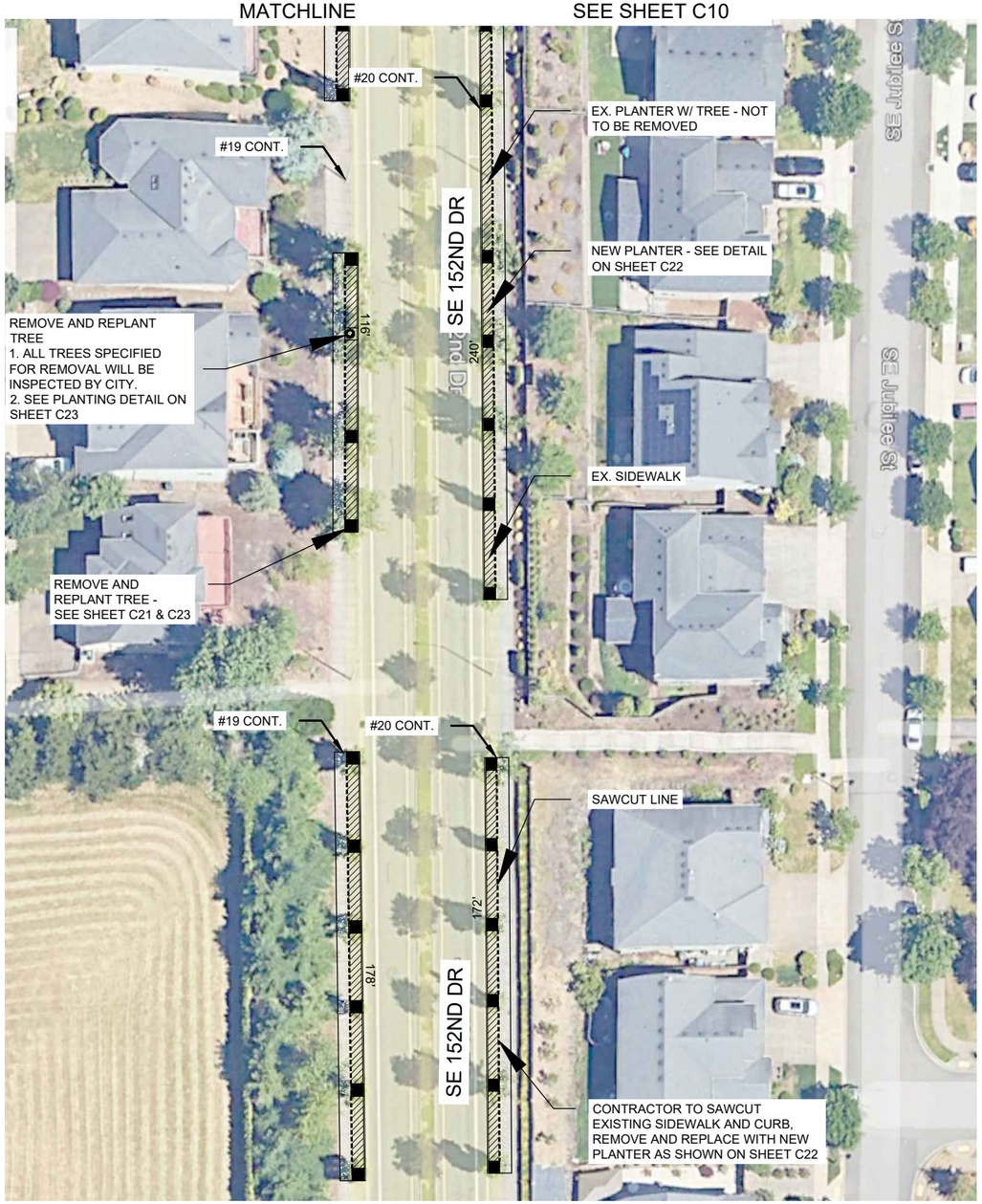
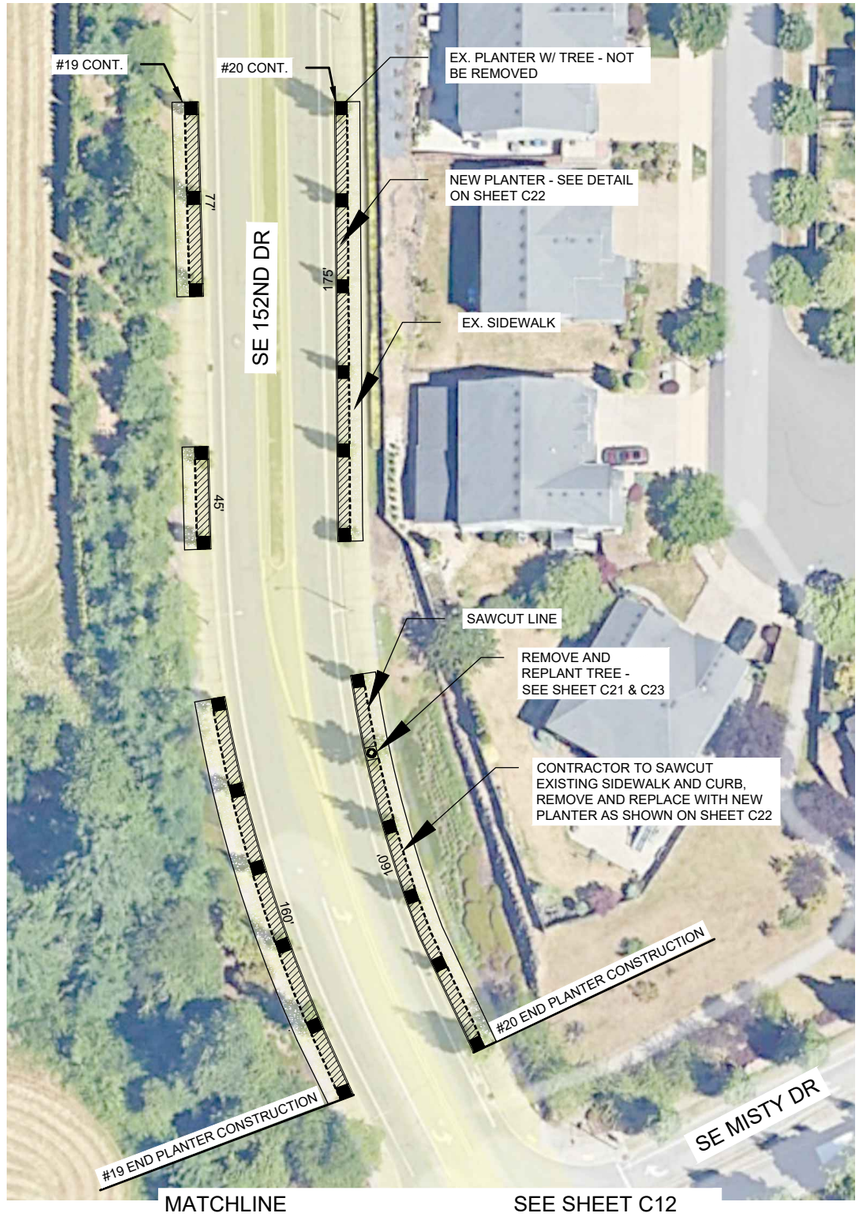


SE 152ND DR - PLANTERS

SCALE: 1" = 30'



SE 152ND DR - PLANTERS

SCALE: 1" = 30'

30 15 0 30

SCALE: 1"=30'

HAPPY VALLEY, OR EST. 1965

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CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

152ND DR PLANTERS & TREE REPLACEMENT

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855-C10

C11 *OF* 23

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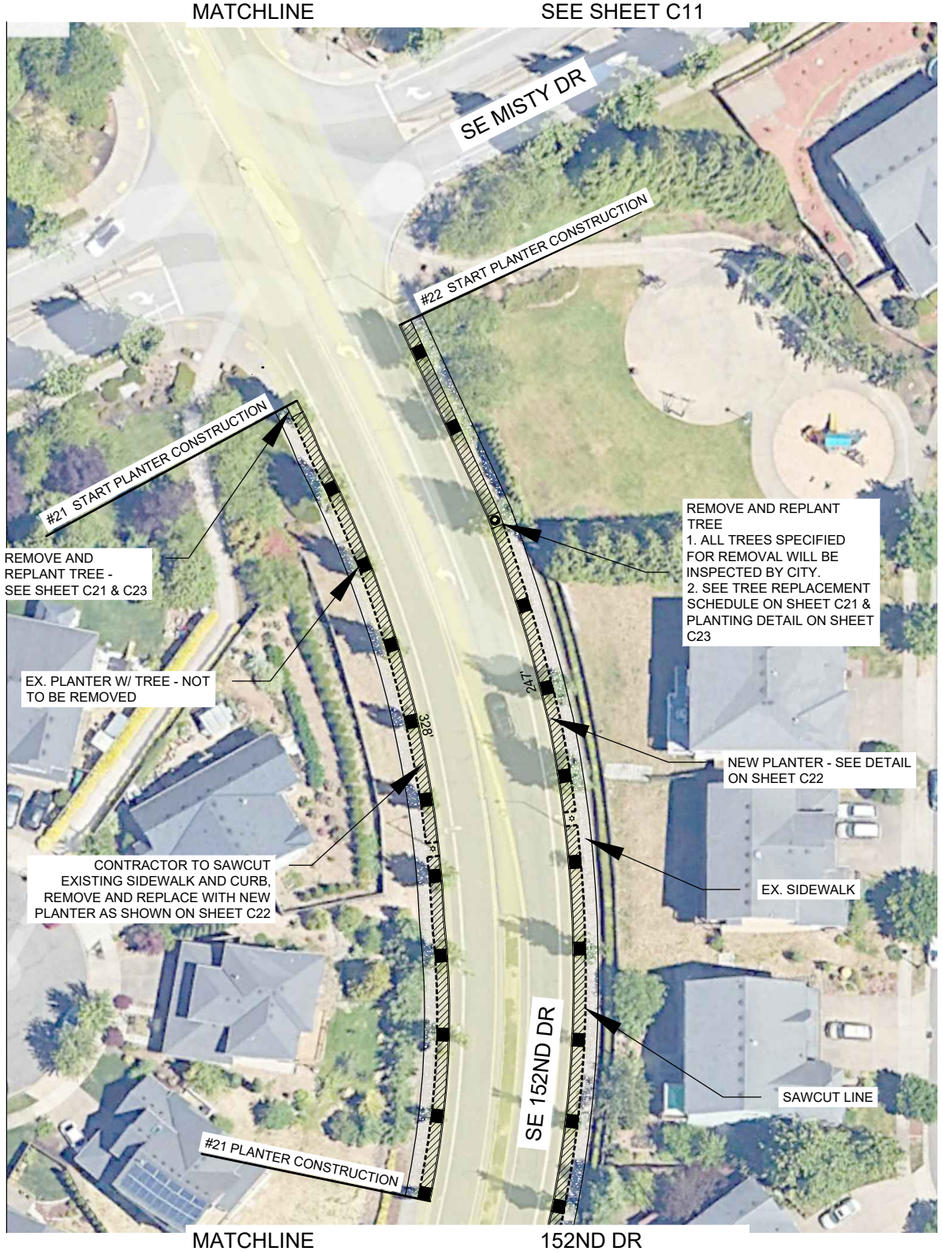
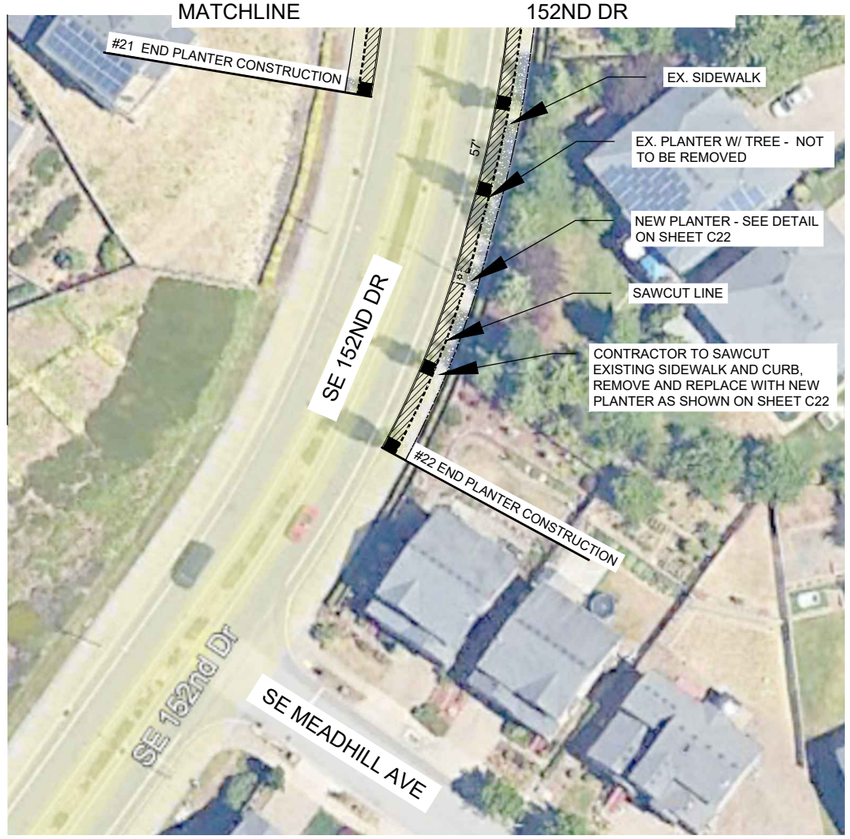


SE 152ND DR - PLANTERS

SCALE: 1" = 30'



SE 152ND DR - PLANTERS

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30 15 0 30

SCALE: 1"=30'

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CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

152ND DR PLANTERS & TREE REPLACEMENT

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855–C11

C12 *OF* 23

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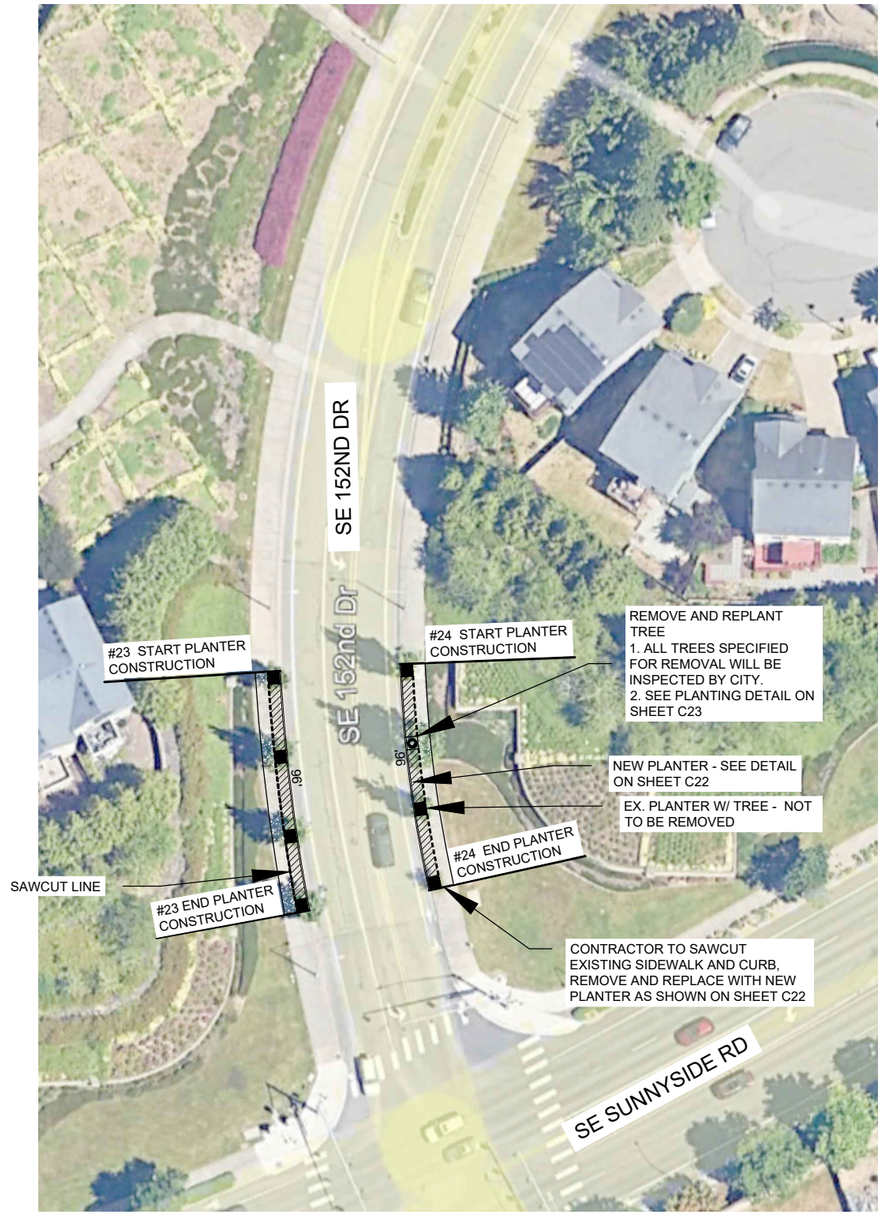

SE 152ND DR - PLANTERS

SCALE: 1" = 30'

N

30 15 0 30

SCALE: 1"=30'

HAPPY VALLEY, OR EST. 1965

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REGISTERED PROFESSIONAL ENGINEER
73539PE
OREGON
JAN. 13, 2004
EDWARD P. HODGES
EXPIRES: 06/30/2027

CURRAN–McLEOD, INC.
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CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

152ND DR PLANTERS & TREE REPLACEMENT

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855–C11

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MT SCOTT BLVD - TREE REPLACEMENT

SCALE: 1" = 30'

30 15 0 30

SCALE: 1"=30'

HAPPY VALLEY, OR EST. 1965

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REV.	DESCRIPTION	REVISED BY	DATE

REVISIONS

REGISTERED PROFESSIONAL ENGINEER
73538PE
OREGON
JAN. 13, 2004
EDWARD P. HODGES
DIGITAL SIGNATURE
EXPIRES: 06/30/2027

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CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

MT SCOTT BLVD - TREE REPLACEMENT

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855–C3

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WILLIAM OTTY RD - TREE REPLACEMENT

SCALE: 1" = 20'

N

30 15 0 30

SCALE: 1"=30'

HAPPY VALLEY, OR EST. 1965

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REV.	DESCRIPTION	REVISED BY	DATE

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REGISTERED PROFESSIONAL ENGINEER 13539PE OREGON JAN. 13, 2004 EDWARD P. HODGES

EXPIRES: 06/30/2027

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PHONE (503) 684–3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25
WLLIAM OTTY RD - TREE REPLACEMENT

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855–C3

C15 *OF* 23

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MISTY DR - TREE REPLACEMENT

SCALE: 1" = 30'

30 15 0 30

SCALE: 1"=30'

HAPPY VALLEY, OR EST. 1965

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2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

MISTY DR - TREE REPLACEMENT

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
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D/S	JHH
CAD#	1855–C3

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MISTY DR - TREE REPLACEMENT

SCALE: 1" = 30'

30 15 0 30

SCALE: 1"=30'

HAPPY VALLEY, OR EST. 1965

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2025 SIDEWALK MAINTENANCE PROJECT
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CLACKAMAS COUNTY, OREGON

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CAD#	1855–C3

C17 *OF* 23

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36 - HINES DR - TREE REPLACEMENT

SCALE: 1" = 30'

N

30 15 0 30

SCALE: 1"=30'

HAPPY VALLEY, OR EST. 1965

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35538PE
OREGON
JAN. 13, 2004
EDWARD P. HODGES
EXPIRES: 06/30/2027

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CITY OF HAPPY VALLEY
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CLACKAMAS COUNTY, OREGON

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CITY OF HAPPY VALLEY
CIP-06-25
2025 SIDEWALK MAINTENANCE PROJECT REPLACEMENT SCHEDULE
CURRAN-MCLEOD, INC.

*Reference No.**	*Sheet*	*Street Name (Side of Street)*	*Location*	*Panels To Be Replaced*	*4" Concrete (SY)*	*Demolition (SY)*	*Sawcut (LF)*	*Panels To Grind*	*Concrete Grind (SY)*	*Reason*		
1	C3	SE MT SCOTT BLVD (WEST)	BTW START OF SIDEWALK & RIDGECREST RD	1	3	3	5	11	15	A	B	C
2	C3	SE WILLIAM OTTY RD (WEST)	BTW SE SYNDEY LN & SE LANCE CT	5	14	14	25	2	3	A	B	C
3	C3	SE WILLIAM OTTY RD (WEST)	BTW SE PEGGY WAY & SE VALLEY VIEW TERRACE	4	11	11	20	3	4	A	B	C
4	C4	SE WILLIAM OTTY RD (EAST)	BTW SE COUGAR PL & 121ST CT	1	3	3	5	4	6	A	B	C
5	C4	SE WILLIAM OTTY RD (SOUTH)	BTW PEGGY WY & VALLEY VIEW TERRACE	2	6	6	10	7	10	A	B	C
6	C4	SE MOUNTAIN GATE RD (NORTH)	BTW SE EVENING STAR DR & RED ROSE VALLEY SIGN	1	3	3	5	4	6	A	B	C
7	C4	SE MONTEREY AVE (EAST)	BTW SE AERIE CRESCENT RD & SE AERIE CRESCENT RD	4	11	11	20	2	3	A	B	C
8	C4	SE SPRING MOUTAIN RD (SOUTH)	BTW WAGNER ST & EISERT COURT	3	8	8	15	0	0			c
9	C4	SE 122ND AVE (EAST)	BTW SE QUIETWOODS ST & SE SUNNYSIDE RD	1	3	3	5	1	1	A		C
10	C5	SE 145TH AVE (WEST)	BTW SE PEBBLE BEACH DR & SE DENALI DR	8	22	22	40	0	0		B	C
11	C5	SE 145TH AVE (WEST)	BTW SE PURPLE FINCH LOOP & HAPPY VALLEY PRESCHOOL	3	8	8	15	1	1		B	C
12	C5	SE RIDGECREST RD (SOUTH)	BTW SE GOLDFINCH & SE 145TH AVE	1	3	3	5	0	0		B	C
13	C5	SE RIDGECREST RD (SOUTH)	BTW SE PARKWOOD WAY & SE PLOVER DR	0	0	0	0	3	4	A	B	C
14	C5	SE PURPLE FINCH LOOP (SOUTH)	BTW SE PURPLE FINCH LOOP & SE 145TH AVE	4	11	11	20	3	4	A	B	C
15	C5	PARKWOOD WAY (EAST)	100 FT SOUTH OF KISOR CT	2	6	6	10	0	0			C
16	C5	PARKWOOD WAY (EAST)	100 FT NORTH OF SOUTH END OF PARKWOOD WAY	0	0	0	0	6	8			C
17	C6	SE 152ND DR (SOUTH)	BTW BADGER CREEK RD & SE FRYE ST	13	36	36	65	13	18	A	B	C
18	C6	SE 152ND DR (NORTH)	BTW SHADOW RIDGE TRAIL & SE FRYE ST	15	42	42	75	7	10	A	B	C
19	C6	SE 152ND DR (WEST)	BTW SE FRYE ST & SE MISTY DR	14	39	39	70	7	10	A	B	C
20	C6	SE 152ND DR (EAST)	BTW SE FRYE ST & SE MISTY DR	4	11	11	20	16	22	A	B	C
21	C6	SE 152ND DR (WEST)	350 FT SOUTH OF MISTY DR	2	6	6	10	0	0	A	B	C
22	C6	SE 152ND DR (EAST)	BTW MISTY DR & SE MEADHILL AVE	6	17	17	30	5	7	A	B	C
23	C6	SE 152ND DR (WEST)	100 FT NORTH OF SUNNYSIDE RD	8	22	22	40	0	0	A	B	C
24	C6	SE 152ND DR (EAST)	100 FT NORTH OF SUNNYSIDE RD	2	6	6	10	2	3	A	B	C
25	C6	SE MISTY DR (NORTH)	BTW SW VERLIE ST & SUNNYSIDE CENTER ENTRANCE	0	0	0	0	16	22	A	B	C
26	C6	SE MISTY DR (SOUTH)	BTW SE 152ND AVE SE AUTUMN WOOD LN	0	0	0	0	1	1	A	B	C
27	C6	SE MISTY DR (NORTH)	BTW SE 152ND AVE & SE MEADHILL AVE	3	8	8	15	6	8	A	B	C
28	C6	SE MISTY DR (NORTH)	BTW SE 155TH AVE & SE SUNRUNNER CT	3	8	8	15	3	4	A	B	C
29	C6	SE MISTY DR (NORTH)	BTW 157TH AVE & SE BLACKSTONE AVE	8	22	22	40	5	7	A	B	C
30	C6	SE MISTY DR (NORTH)	100' EAST OF 152ND AVE	1	3	3	5	1	1	A	B	C
31	C6	SE 162ND AVE (WEST)	BTW SE MISTY DR & SHOPPING CENTER ENTRANCE	0	0	0	0	1	1	A	B	C
32	C6	SE OREGON TRAIL DR (SOUTH)	BTW SE 154TH DR & SE 155TH DR	2	6	6	10	5	7	A	B	C
33	C6	ASHLEY MEADOWS CITY PARK	ASHLEY MEADOWS CITY PARK	1	3	3	5	5	7			C
34	C6	SE PARKTREE DR (NORTH)	BTW ASHLEY MEADOWS PARK ENTRANCE & 15391 SE PARKTREE DR	1	3	3	5	5	7	A	B	C
35	C6	SE HINE DR (SOUTH)	BTW SE OREGON TRAIL DR & 13932 SE HINES DR	4	11	11	20	4	6	A	B	C
36	C6	VILLAGE GREEN PARK	VILLAGE GREEN PARK	0	0	0	0	4	6			C
37	C6	SE OREGON TRAIL DR (SOUTH)	100' WEST OF SE OREGON TRAIL DR ROUNDABOUT	0	0	0	0	11	15	A	B	C
			Total	**127**	**353**	**353**	**635**	**164**	**228**			

** REFERENCE NO. TO BE UTILIZED AS AN IDENTIFIER OF EACH STREET SEGMENT IN CITY OF HAPPY VALLEY THAT WILL REQUIRE SIDEWALK REPLACEMENT, PLANTER CONSTRUCTION, AND/OR TREE REPLACEMENT.*

LEGEND	
BTW	BETWEEN
A	TREE ROOT DAMAGE
C	TRIP HAZARD

HAPPY VALLEY, OR EST. 1965

BAR IS ONE INCH ON ORIGINAL DRAWING.
ADJUST SCALE AS SHOWN ACCORDINGLY.

REV.	DESCRIPTION	REVISED BY	DATE

REVISIONS

DIGITAL SIGNATURE
REGISTERED PROFESSIONAL ENGINEER 73539PE OREGON JAN. 13, 2004 EDWARD P. HODGES
EXPIRES: 06/30/2027

CURRAN–McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684–3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25
SIDEWALK REPLACEMENT SCHEDULE
CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855-C7

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CITY OF HAPPY VALLEY
CIP-06-25
2025 SIDEWALK MAINTENANCE 152ND DRIVE PLANTER SCHEDULE
CURRAN-MCLEOD, INC.

*Reference No.**	*Sheet*	*Street Name (Side of Street)*	*Location*	*Demolition (SY)*	*Sawcut (LF)*	*6" of 2" Angular Rock (CY)*
17	C8-C10	SE 152ND (SOUTH)	BTW BADGER CREEK RD & SE FRYE ST	571	1078	191
18	C8-C10	SE 152ND (NORTH)	BTW SHADOW RIDGE TRAIL	454	860	155
19	C10-C11	SE 152ND (WEST)	BTW SE FRYE ST & SE MISTY DR	417	750	140
20	C10-C11	SE 152ND (EAST)	BTW SE FRYE ST & SE MISTY DR	503	906	169
21	C12	SE 152ND (WEST)	350 FT SOUTH OF MISTY DR	152	273	51
22	C12	SE 152ND (EAST)	BTW MISTY DR & SE MEADHILL AVE	127	249	43
23	C13	SE 152ND (WEST)	100 FT NORTH OF SUNNYSIDE RD	42	76	15
24	C13	SE 152ND (EAST)	100 FT NORTH OF SUNNYSIDE RD	42	76	15
			Total	2308		

Legend	
BTW	BETWEEN

** REFERENCE NO. TO BE UTILIZED AS AN IDENTIFIER OF EACH STREET SEGMENT IN CITY OF HAPPY VALLEY THAT WILL REQUIRE SIDEWALK REPLACEMENT, PLANTER CONSTRUCTION, AND/OR TREE REPLACEMENT.*

HAPPY VALLEY, OR EST. 1965

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REV.	DESCRIPTION	REVISED BY	DATE

REVISIONS

REGISTERED PROFESSIONAL ENGINEER — OREGON — JAN. 13, 2004 — EDWARD P. HODGES — 79539PE

DIGITAL SIGNATURE

EXPIRES: 06/30/2027

CURRAN–McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684–3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

152ND DR PLANTER SCHEDULE

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855–C7

C20 *OF* 23

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CITY OF HAPPY VALLEY
CIP-06-25
Tree Removal & Replacement Schedule
CURRAN-MCLEOD, INC.

*Reference No.**	*Sheet*	*Street Name (Side of Street)*	*Location*	*Trees To Be Removed/Replaced*
1	C14	SE MT SCOTT BLVD (WEST)	BTW START OF SIDEWALK & RIDGECREST RD	1
2	C15	SE WILLIAM OTTY RD (WEST)	BTW SE SYDNEY LN & SE LANCE CT	1
17	C8-C10	SE 152ND (SOUTH)	BTW BADGER CREEK RD & SE FRYE ST	2
18	C8-C10	SE 152ND (NORTH)	BTW SHADOW RIDGE TRAIL & SE FRYE ST	2
19	C10-C11	SE 152ND (WEST)	BTW SE FRYE ST & SE MISTY DR	2
20	C10-C11	SE 152ND (EAST)	BTW SE FRYE ST & SE MISTY DR	2
21	C12	SE 152ND (WEST)	350 FT SOUTH OF MISTY DR	1
22	C12	SE 152ND (EAST)	BTW MISTY DR & SE MEADHILL AVE	1
24	C13	SE 152ND (EAST)	100 FT NORTH OF SUNNYSIDE RD	1
28	C16	SE MISTY DR (NORTH)	BTW SE 155TH AVE & SE SUNRUNNER CT	1
29	C17	SE MISTY DR (NORTH)	BTW 157TH AVE & BLACKSTONE AVE	4
35	C18	SE HINE DR (SOUTH)	BTW SE OREGON TRAIL DR & 13932 SE HINES DR	2
			Total Trees To Be Removed	**20**

GENERAL NOTES:

REPLACE REMOVED TREES WITH ONE OF THE FOLLOWING SPECIES:
- GOLDSPIRE GINKGO
- PRAIRIE SENTINEL HACKBERRY
- CARPINUS BETULUS 'FRANZ FONTAINE'
- PERSIAN SPIRE PARROTIA

** REFERENCE NO. TO BE UTILIZED AS AN IDENTIFIER OF EACH STREET SEGMENT IN CITY OF HAPPY VALLEY THAT WILL REQUIRE SIDEWALK REPLACEMENT, PLANTER CONSTRUCTION, AND/OR TREE REPLACEMENT.*

HAPPY VALLEY, OR EST. 1965

BAR IS ONE INCH ON ORIGINAL DRAWING.

ADJUST SCALE AS SHOWN ACCORDINGLY.

REV.	DESCRIPTION	REVISED BY	DATE

REVISIONS

DIGITAL SIGNATURE
REGISTERED PROFESSIONAL ENGINEER
75539PE
OREGON
JAN. 13, 2004
EDWARD P. HODGES
EXPIRES: 06/30/2027

CURRAN–McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684–3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25
TREE REPLACEMENT SCHEDULE
CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855–C7

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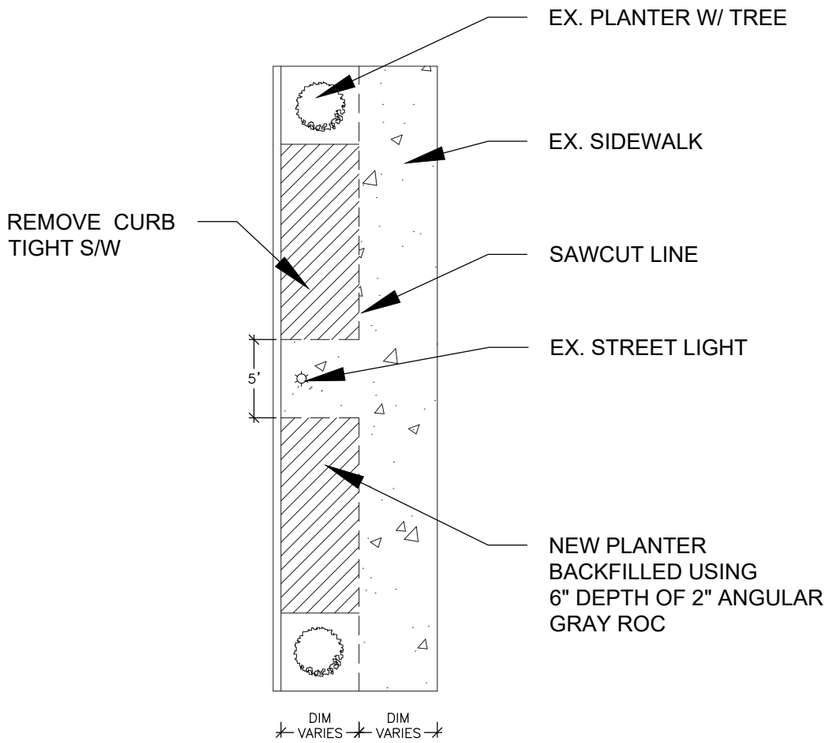


1 -·- 152ND DR PLANTER W/ STREET LIGHT SEGMENT DETAIL
1"=5'

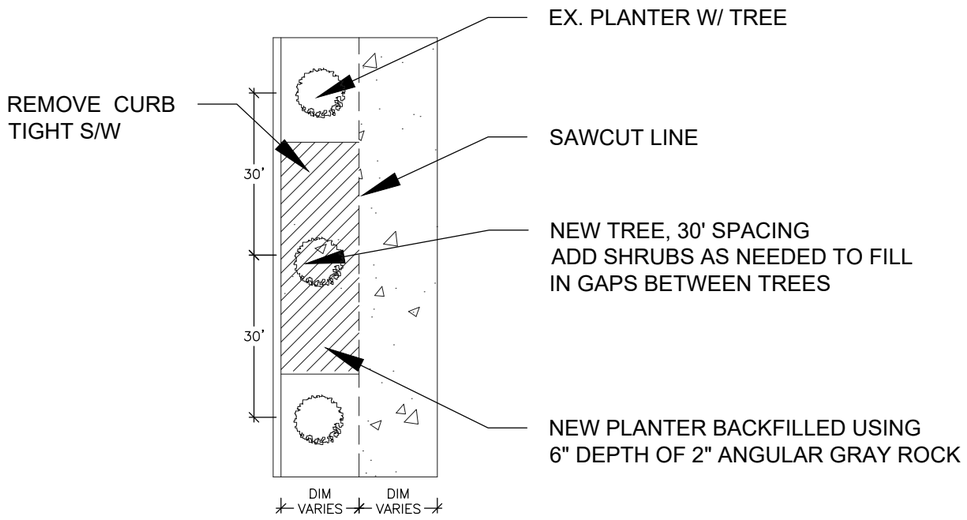
GENERAL NOTES:

1. ALL TREES TO BE REPLACED W/ONE OF THE FOLLOWING TREE SPECIES:
   -- GOLDSPIRE GINKGO
   -- PRAIRIE SENTINEL HACKBERRY
   -- CARPINUS BETULUS 'FRANZ FONTAINE'
   -- PERSIAN SPIRE PARROTIA

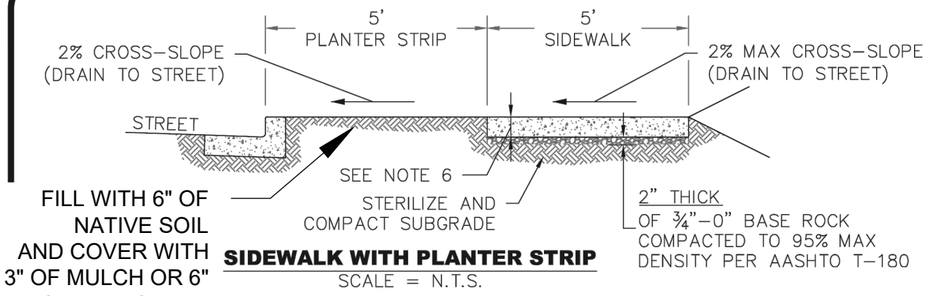
2. GROUNDCOVER SHOULD BE THE FOLLOWING VARIETY:
   -- ARCTOSTAPHYLUS UVA URSI
   -- MASSACHUSETTS HYBRID
   -- JADE

3. SHRUBS SHOULD BE THE FOLLOWING VARIETY:
   -- CISTUS SALVIFOLIA PROSTRATA
   -- CISTUS CRISPA (PINK BLOOMS)

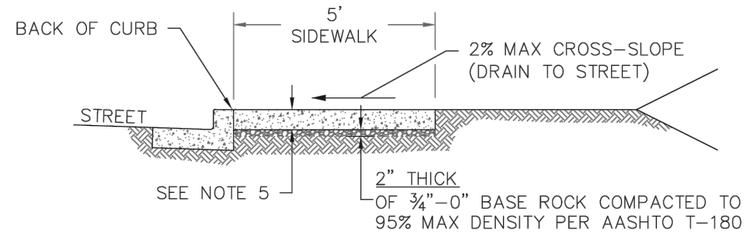
4. USE BLUE OAT GRASS (HELICTOTRICOHON) FOR ALL GRASS SEEDING.



2 -·- 152ND DR PLANTER W/ TREE DETAIL
NTS



SIDEWALK WITH PLANTER STRIP
SCALE = N.T.S.



CURB-TIGHT SIDEWALK
SCALE = N.T.S.

NOTES:

1. CONCRETE SHALL BE A COMMERCIAL MIX WITH A 28 DAY COMPRESSIVE STRENGTH OF 3300 PSI AND SHALL MEET ALL REQUIREMENTS FROM ODOT SECTION 00440.
2. SIDEWALK PANELS TO BE SQUARE (5' LONG x 5' WIDE TYP.).
4. EXPANSION JOINT MATERIAL SHALL BE PREFORMED FILLER NOT LESS THAN ½" WIDE AND SHALL MEET ALL REQUIREMENTS FROM ODOT SECTION 00759.
5. FOR SIDEWALKS ADJACENT TO THE CURB AND POURED AT THE SAME TIME AS THE CURB, THE JOINT BETWEEN THEM SHALL BE A TROWELED JOINT WITH A MINIMUM ½" RADIUS.
6. SIDEWALKS SHALL HAVE A MINIMUM THICKNESS OF 6" IF MOUNTABLE CURB IS USED, OR IF SIDEWALK IS INTENDED AS A PORTION OF A DRIVEWAY. OTHERWISE SIDEWALK SHALL HAVE A MINIMUM THICKNESS OF 4".
7. CONCRETE SHALL HAVE A BROOM FINISH, ALL JOINTS SHALL BE EDGED.
8. WIDTH OF PLANTER STRIP IS MEASURED FROM FACE OF CURB. WIDTH OF A CURB-TIGHT SIDEWALK IS MEASURED FROM BACK OF CURB.

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	REVISED BY: PCB/JHH

BAR IS ONE INCH ON ORIGINAL DRAWING.
ADJUST SCALE AS SHOWN ACCORDINGLY.

REV.	DESCRIPTION	REVISED BY	DATE

REVISIONS

DIGITAL SIGNATURE
REGISTERED PROFESSIONAL ENGINEER
OREGON
JAN. 13, 2004
EDWARD P. HODGES
EXPIRES: 06/30/2027

CURRAN-McLEOD, INC.
CONSULTING ENGINEERS
6655 S.W. HAMPTON ST., SUITE 210
PORTLAND, OREGON 97223
PHONE (503) 684-3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25
CONSTRUCTION DETAILS
CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855-C7

C22 *OF* 23

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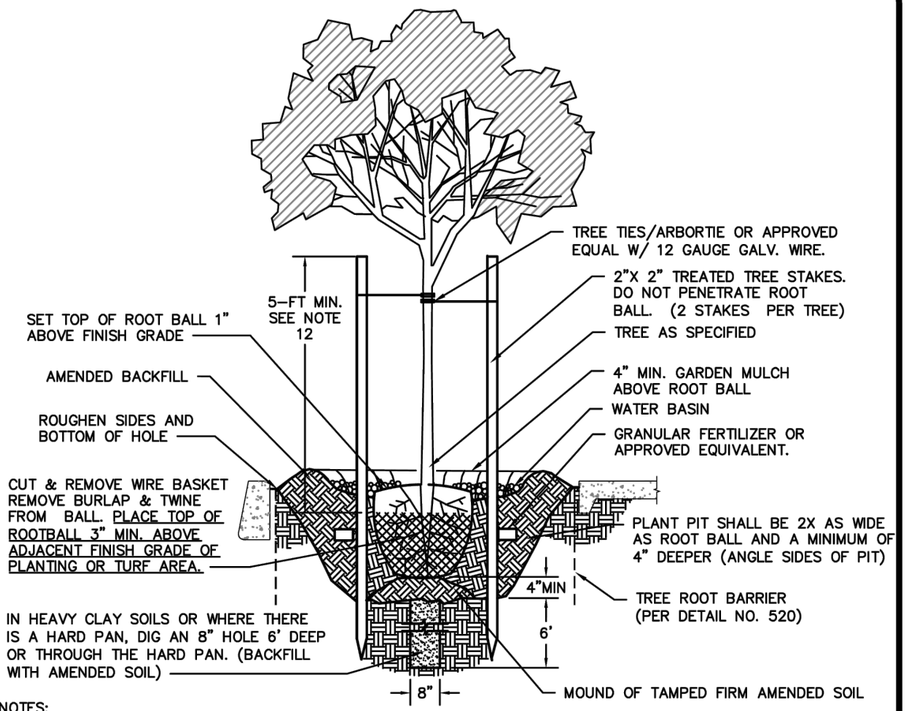


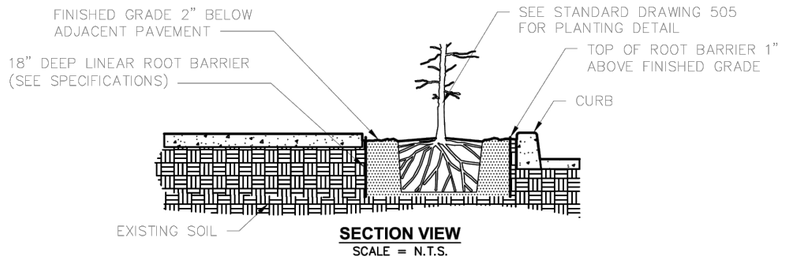
NOTES:

1. B&B STOCK MAY BE SUBSTITUTED WITH CONTAINER STOCK OF EQUAL GRADE.
2. CONTAINER STOCK MAY BE SUBSTITUTED WITH B&B STOCK OF EQUAL GRADE.
3. PLANT MATERIAL SHALL CONFORM WITH AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1, 2014 EDITION.
4. ALL TREES SHALL BE BRANCHED.
5. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLANT LISTING AND THE DRAWINGS, THE PLANT LISTING SHALL GOVERN THE PLANT SPECIES AND QUANTITIES REQUIRED.
6. IN THE EVENT OF QUESTION OR LACK OF CLARITY ON DRAWINGS, LANDSCAPE CONTRACTOR IS TO CALL PROJECT MANAGER BEFORE PROCEEDING.
7. LANDSCAPE CONTRACTOR TO VERIFY PLANT MATERIAL SPECIES AND QUANTITIES WITH PROJECT MANAGER PRIOR TO PLANTING.
8. REFER TO PLANS AND CITY OF HAPPY VALLEY DEVELOPMENT STANDARDS FOR LANDSCAPING REQUIREMENTS INCLUDING TREE PLACEMENT, TOPSOIL AND PLANTING SPECIFICATIONS.
9. WATER TREE IN AT PLANTING AND DURING THE MAINTENANCE PERIOD IS REQUIRED.
10. TREE STAKES ARE TO BE REMOVED ONCE THE TREE HAS BEEN STABILIZED AND PRIOR TO FINAL WARRANTY INSPECTION/PROJECT ACCEPTANCE.
11. TREE STAKES ARE REQUIRED TO BE A MINIMUM OF 6-FEET FOR OAK TREES.

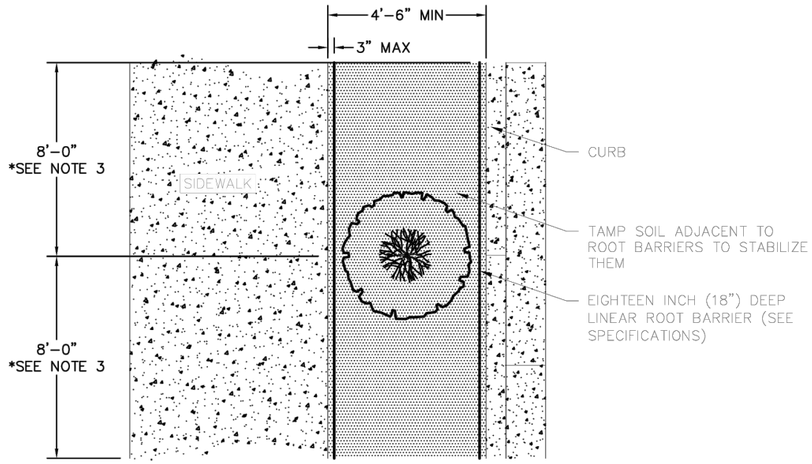
CITY OF HAPPY VALLEY
ENGINEERING DIVISION
16000 SE MISTY DRIVE
HAPPY VALLEY, OR 97086

DWG NO: 505	STREET TREE PLANTING	
CITY ENGINEER SALLY CURRAN, P.E.	DATE: 6/10/2022	REVISED BY: KMA

505 STREET TREE PLANTING.DWG PRINTED JUNE 2022



SECTION VIEW
SCALE = N.T.S.



PLAN VIEW
SCALE = N.T.S.

NOTES:

1. ROOT BARRIERS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
2. ROOT BARRIERS SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 8' OF PAVEMENT.
3. FOR RETROFIT LOCATIONS ROOT BARRIER LENGTH MAY BE REDUCED TO A MINIMUM OF TWO (2) FEET ON EITHER SIDE OF TREE TRUNK WHEN PRIOR APPROVAL IS GIVEN BY THE CITY ENGINEER.

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

DWG NO: 520	ROOT BARRIER	
CITY ENGINEER SALLY CURRAN, P.E.	DATE: 4/4/24	REVISED BY: KMA

520 ROOT BARRIER (PRIMARY PLANTING).DWG PRINTED April 4, 2024

BAR IS ONE INCH ON ORIGINAL DRAWING.
ADJUST SCALE AS SHOWN ACCORDINGLY.

REV.	DESCRIPTION	REVISED BY	DATE

REVISIONS

DIGITAL SIGNATURE
REGISTERED PROFESSIONAL ENGINEER
OREGON
JAN. 13, 2004
EDWARD P. HODGES
EXPIRES: 06/30/2027

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CONSULTING ENGINEERS
6655 S.W. HAMPTON ST., SUITE 210
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PHONE (503) 684-3478

CITY OF HAPPY VALLEY
2025 SIDEWALK MAINTENANCE PROJECT
CIP-06-25

TREE PLANTING DETAILS

CLACKAMAS COUNTY, OREGON

DATE	AUG 2025
P/N	1855
D/B	EPH
D/S	JHH
CAD#	1855-C7

C23 *OF* 23

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