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

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

Disclaimer

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

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

16000 SE Misty Drive
Happy Valley, OR 97086
503.783.3800 phone

**ACKNOWLEDGEMENT OF RECEIPT
RETURN RECEIPT FORM**

Project Title: 2026 STREET IMPROVEMENTS (CIP-02-26)

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

2026 STREET IMPROVEMENTS

CIP-02-26

HAPPY VALLEY, OREGON

ODOT CLASSIFICATION:

ASPHALT CONCRETE PAVING & OILING AND PAVEMENT MARKING

JULY 2026

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)

Monday, July 27, 2026

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

**Monday, August 3, 2026
at 4:00 PM**

BID OPENING

**Monday, August 10, 2026
at 2:00 PM**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE

**Monday, August 10, 2026
at 4:00 PM**

NOTICE OF INTENT TO AWARD

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

LAST DATE TO PROTEST AWARD

**THREE (3) DAYS AFTER NOTICE OF
INTENT TO AWARD**



Location: 16000 SE Misty Drive
Happy Valley, OR 97086

Telephone: (503) 783-3800

Fax: (503) 658-5174

Website: Happyvalleyor.gov

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INVITATION TO BID

INVITATION TO BID

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

2026 STREET IMPROVEMENTS (CIP-02-26)

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

PUBLIC BID OPENING..... Monday, August 10, 2026 at 2:00 PM

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM DUE..... Monday, August 10, 2026 at 4:00 PM

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

This project generally includes reconstruction, repair, overlay street improvements and pavement striping and marking within Happy Valley, Oregon. Proposed work includes the following:

- **Cold Plane Pavement Removal**
- **Asphalt Paving**
- **Fog Sealing**
- **Pavement Marking**

Construction must be completed no later than **Friday, October 16, 2026**.

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 **July 27, 2026**, 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
2026 STREET IMPROVEMENTS
CIP-02-26

Submitted by: _____

Address: _____

Date: _____, 2026 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 **2026 STREET IMPROVEMENTS (CIP-02-26)** in accordance with the said *Specifications* herein for the bid prices set forth in the “*Bid Schedule*” attached hereto and forming a part of this proposal. The bidder agrees to complete the project within the contract term.

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

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

- a) That no Councilor, officer, agency or employee of the City of Happy Valley is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms.
- b) That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- c) I, the undersigned, certify that this bid has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition.
- d) I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including *Standard Terms and Conditions*; *Special Conditions*; *Plans and Specifications*; and all State and Federal Provisions as applicable.
- e) I, the undersigned, agree to comply with the provisions of ORS 279C.800 through ORS 279C.870, relating to Prevailing Rates of Wage requirements, as applicable.

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

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

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

_____, whose
address is: _____

Contractor shall check if in compliance:

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

Contractor shall check applicable box:

☐ Resident Bidder As defined in ORS 279A.120

☐ Non-Resident Bidder Resident State: _____

CONSTRUCTION CONTRACTOR REGISTRATION

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

Indicate Registration Number and Expiration Date: _____

Workers' Comp Insurance Company: _____

Workers' Comp Policy/Binder Number: _____

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

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

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

(If Sole Proprietor or Partnership)

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

_____ day of _____, 2026

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 _____, 2026

Name of Corporation

By

Title

2026 STREET IMPROVEMENTS

CIP-02-26

BID SCHEDULE

The lowest bidder will be determined from the Bid Schedule.

BID SCHEDULE (PAVEMENT REHABILITATION)					
Item No.	Description	Quantity	Unit	Unit Price	Total
1.	Mobilization	1	LS	\$	\$
2.	Temporary Work Zone Traffic Control, Complete For 132nd Avenue	1	LS	\$	\$
3.	Temporary Work Zone Traffic Control, Complete For Cedar Way	1	LS	\$	\$
4.	Temporary Work Zone Traffic Control, Complete For Scott Creek Lane	1	LS	\$	\$
5.	Construction Survey Work	1	LS	\$	\$
6.	Clearing and Grubbing	1	LS	\$	\$
7.	12-Inch Depth Subgrade Stabilization	135	SY	\$	\$
8.	Cast Iron Monument Box	2	EA	\$	\$
9.	Adjusting Boxes	17	EA	\$	\$
10.	Cold Plane Pavement Removal, 2 Inch Deep	13255	SY	\$	\$
11.	Fog Seal	3085	SY	\$	\$
12.	Level 2, 1/2 Inch Dense ACP Mixture With Fibers	995	TON	\$	\$
13.	Level 3, 1/2 Inch Dense ACP Mixture With Fibers	770	TON	\$	\$
14.	2 Inch Asphalt Concrete Pavement Repair	615	SY	\$	\$
15.	4 Inch Asphalt Concrete Pavement Repair	665	SY	\$	\$
16.	Bi-Directional Blue Type IAR Markers	5	EA	\$	\$
17.	Thermoplastic, Extruded, Surface, Non-Profiled	9825	LF	\$	\$
18.	Pavement Legend, Type B-HS: Arrows	6	EA	\$	\$
19.	Pavement Bar, Type B-HS	100	SF	\$	\$
Total Bid Schedule				\$	

Dollars

Total Bid Schedule A Amount (In Words)

Contractor Company Name: _____

Contact Name: _____

Telephone Number: _____

Please use this form to submit bid

Bids due no later than 2:00PM on August 10, 2026

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

2026 STREET IMPROVEMENTS (CIP-02-26)

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: 2026 STREET IMPROVEMENTS (CIP-02-26)

BID OPENING: Date: Monday, August 10, 2026 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
2026 STREET IMPROVEMENTS (CIP-02-26)

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

as Principal, hereinafter called the Principal, and _____

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

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

as Obligee, hereinafter called the Obligee, in the sum of _____ Dollars

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

WHEREAS, the Principal has submitted a bid for _____

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

Signed and sealed this _____ day of _____, 2026.

Principal: _____

Surety: _____

By: _____

By: _____

Title: _____

Title: _____

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: 2026 Street Improvements (CIP-02-26)

Land Use/Project Number: CIP-02-26

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 2026 Street Improvements (CIP-02-26) (“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

Exhibit A

Items to be covered under the performance guarantee include:

- Erosion and Sediment Control
- Pavement Grinding
- Pavement Overlay
- Fog Sealing
- Striping and Pavement Markings

As described and depicted in the 2026 Street Improvements Project (CIP-02-26), contract documents.



PAYMENT BOND
2026 STREET IMPROVEMENTS (CIP-02-26)

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 _____, 2026

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

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

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

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

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

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

_____, this _____ day of _____, 2026

_____(SEAL)

PRINCIPAL

WITNESSES:

_____(SEAL)

SURETY

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

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

City of Happy Valley, Oregon
MAINTENANCE GUARANTEE

Project Title: 2026 Street Improvements (CIP-02-26)

Land Use/Project Number: CIP-02-26

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 2026 Street Improvements (CIP-02-26) (“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

Exhibit A

Items to be covered under the maintenance guarantee include:

- Pavement Overlay
- Fog Seal
- Striping and Pavement Markings

As described and depicted in the 2026 Street Improvements Project (CIP-02-26), contract documents.



CONTRACT FOR SERVICES 2026 STREET IMPROVEMENTS (CIP-02-26)

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

2026 STREET IMPROVEMENTS (CIP-02-26) (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 \$1,000,000 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, October 16, 2026**.

The daily amount of the liquidated damages will be \$500 per Calendar Day* for failure to meet this deadline and/or for failure to complete work on-time as required by Section 00180.50(h) of the ODOT Standard Specifications for Construction, latest edition as modified by these Bid Documents.

The daily amount of the liquidated damages shall be \$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
Printed Name & Title	Printed Name, Public Works Director
Company Address (line one)	C.I.P. Manager Signature Date
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 *2024 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
2026 STREET IMPROVEMENTS
CIP-02-26
JULY 2026
CITY OF HAPPY VALLEY
CLACKAMAS COUNTY, OREGON**



Prepared by:

wallis
*engineering
Wallis Engineering, PLLC
215 W. 4th Street, Suite 200
Vancouver WA 98660



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

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WORK TO BE DONE

The Work to be done under this Contract includes, but is not inclusive of the following 2026 STREET IMPROVEMENTS (**CIP-02-26**) in the City of Happy Valley in Clackamas County:

1. Construction of asphaltic pavement inlays
2. Asphalt concrete removal (grinding)
3. Fog sealing of paved surfaces
4. Temporary signage, protection, and traffic control
5. Striping and pavement markings
6. Perform additional and incidental work as called for by the specifications and plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work for this Project are the **2024 edition** of the “Oregon Standard Specifications for Construction” produced by the Oregon Department of Transportation and the Oregon Chapter of the APWA.

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

The following general notes apply to the entirety of the referenced edition of the “Oregon Standard Specifications for Construction”:

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

CLASS OF PROJECT

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

CLASS OF WORK FOR THIS PROJECT

Asphalt Concrete Paving & Oiling, and Pavement Marking

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

UNC – Utility Notification Center

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

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 obligee to guarantee a specific obligation.

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

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

Bob Balgos, P.E., Capital Improvement Project Manager, City of Happy Valley, 16000 SE Misty Drive, Happy Valley, OR 97086. Phone: (503) 886-8495; email: bbalgos@happyvalleyor.gov

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.

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

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

All bids must be submitted to the 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 subsection:

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid on his or her own behalf.

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

END OF SECTION

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

00130.10 Award of Contract – Add the following paragraphs 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 Three (3) 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 **Three (3) 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.

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

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 (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by City. Representations for which liability is not expressly assumed by the City in the Contract shall be deemed only for the information of the contractor.

00150.70 Detrimental Operations – Add the following specifications to the end of this 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 – Delete verbiage in this sub-section and replace with the following:

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

END OF SECTION

SECTION 00165 – QUALITY OF MATERIALS

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

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

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

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

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

00165.30 Field-Tested Materials – Add the following specifications to subsection "c":

If multiple tests results confirm failures of applied material, removal and replacement with new material will be considered incidental to the applicable pay items.

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. In addition to City permits, a Clackamas County Right-of-Way Permit is required for Work within County jurisdiction. The City of Happy Valley will obtain the County ROW Permit. The Contractor shall comply with all conditions of the County ROW Permit and shall maintain a copy at the Project site at all times during construction within County jurisdiction.

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 Contractor shall warrant all work and workmanship, including Changed Work, Additional Work, Incidental Work On-site Work and extra Work, and Materials and Equipment incorporated in the Work for 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.
- Overlaid streets must be drivable (as defined in 00706 of these Special Provision) and open to traffic not later than 5:00 PM, incremental liquidated damages will be applied due to inconveniencing the public.
- Any damage to overlaid streets resulting from Contractor's failure to comply with the limitations provided above shall be repaired by the Contractor in a manner acceptable to the Engineer. Any repairs necessary from vehicles driving through the work zone will be made by the contractor and the associated cost will be incidental to the applicable pay items.
- Clean up the project area including the area around the barricades and leave it in a neat, safe and secured manner at the end of each workday. Adjust barricades as necessary prior to sweeper coming through to ensure sweeper has access to all areas with debris.
- 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.

(b) On-Site Work – Replace with the following:

This is a road resurfacing project that involves pavement milling and inlays, asphalt paving, pavement markings. All work is to be completed within the dry weather season (between August 2026 and conclude no later than October 16, 2026.)

The contractor shall not begin On-Site Work until the Contractor has:

- Received Notice to Proceed;
- An approved Project Work schedule;
- An approved Traffic Control Plan;
- An approved Pollution Control Plan;
- An approved Erosion and Sediment Control Plan;
- Assembled all necessary Materials, Equipment, and labor on the Project Site, or has reasonably assured that they will arrive on the Project Site, so the Work can proceed according to the Project Work Schedule.
- Provided notification to residents as required in these special provisions.

Add this sub-section and the following specifications:

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

Limitation	Sub-section
Cooperation with Utilities.....	00150.50
Final Completion Time	00180.50
Trash Restrictions	00220.02
Noise Control	00290.32

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

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

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

(c) Type “B” Schedule

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

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

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

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

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

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

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

- Proposed site for waste material disposal and any necessary permits required for placing this material.

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

- Proposed stockpile location
- Responsibility for damage
- Hours of work
- Sequencing and schedule of work
- Tree trimming
- Public notification procedures and responsibilities
- Duration of any 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 subsection:

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

00180.50 Contract Time to Complete Work – 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 of work, respectively.

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

Pavement Rehabilitation on 132nd Ave is to be completed no later than August 28th, 2026.

Construction is to be completed no later than **October 16, 2026**.

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, October 16, 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 street 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. If the Project Manager finds the claim has no merit, no offer of adjustment will be made, and the claim will be denied.

If the Contractor does not accept the Project Manager's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "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 be 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
- Installation of Agency Standard project identification signs and removal at end of project.

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 – Supplement this subsection with the following:

Work shall be performed in a manner that will minimize inconvenience to businesses and the public. **For all non-residential accesses, at least one lane of the access shall remain open**

for bi-directional traffic flow unless an alternate access is available. The contractor shall provide the necessary flaggers, barricades and appropriate signage to maintain these accesses.

The contractor shall provide and deliver the first notice to inform all affected residents and businesses approved by the Engineer, no less than one week before beginning work on each street. The first notice shall contain the following minimum information:

- Description of Work
- Closure Date and Time
- What is expected during construction and curing period
- What is allowed and prohibited during construction
- Contact Information

The contractor shall provide the Engineer the delivery date of the first notice. The contractor shall provide and maintain access to garbage containers and garbage pick-up or other regularly scheduled deliveries.

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

- Sidewalk ramp closures for each ramp shall not extend longer than one week without prior approval. For all sidewalk or sidewalk ramp closures, install signs and other TCD to delineate alternate routes. Mount signs between the panels of a Type II barricade and place barricades facing pedestrian traffic.
- Close the sidewalk at a point where there is an alternate way to proceed, or provide signing and other TCD to indicate an alternate pedestrian route. Place closure signing at the closure point in the middle of the existing pedestrian facility facing pedestrian traffic.
- Provide additional TCM and an alternate pedestrian route that, as nearly as is practical, matches existing facility features and meets the accessibility requirements in Part 6 of the 4th 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.

00220.03 Work Zone Notifications – Add the following paragraphs to this sub-section:

See sub-section 00320.00 for additional tree trimming notification requirements.

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

Contractor shall remove all barricades and objects from the roadway blocking traffic by 5:00 p.m. all days or during the following periods, whichever is earliest:

(1) Weekdays:

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

(2) Weekends:

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

(3) Days when School is in Session:

- Contractor to follow construction hours conditions as provided by the Capital Improvement Project Manager or designated representative.

(4) Holidays and Special Events:

- Comply with ODOT Standard Specifications Sub-section 00220.40(e)(2).
- Keep all Traffic Lanes and pedestrian facilities open by 3:00 PM for the City's celebration of National Night Out.
- Keep all Traffic Lanes and pedestrian facilities open during the annual city-wide garage sale.

(5) Allowable Lane Closures:

- Cedar Way, Scott Creek Lane:
 - All work shall be completed during day hours.
 - Streets may be closed during work hours with an approved detour for pavement rehabilitation work and local access maintained through the use of flaggers or spotters as deemed necessary by the Engineer.
 - Contractor is responsible to coordinate with adjacent property owners and businesses that will be affected by closures.
 - All striping work shall maintain, at a minimum, 2-way traffic with a single travel lane under the control of flaggers. Flagging personnel shall be provided as required for all traffic control configurations.
 - Access to properties within the work zone shall be maintained at all times for property owners, visitors and services.
- 132nd Avenue :
 - All work shall be completed during day hours.
 - All work shall maintain, at a minimum, 2-way traffic with a single travel lane under the control of flaggers. Flagging personnel shall be provided as required for all traffic control configurations.
 - Contractor is responsible to coordinate with adjacent property owners and businesses that will be affected by closures.
 - Two PCMS boards shall be installed a minimum of 1-week ahead of grind and overlay work and shall remain in place through the duration of paving work. Coordinate locations with inspector. Additional PCMS boards required as part of approved traffic control shall also be provided.

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(b) Contractor Modified Traffic Control Plan – Supplement this subsection with the following:

The Contractor shall submit Traffic Control Plans at the Pre-Construction Conference for all components of this project. All Plans shall be in compliance with the MUTCD, the Contractor provisions and the City of Happy Valley Standards. The contractor shall provide a temporary pedestrian traffic control plan for City review.

The Contractor shall submit the Traffic Control Plan to both the City of Happy Valley and Clackamas County DTD (when project is within or impacts County jurisdiction) for review and approval prior to commencing Work..

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

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

- City Engineering Division
- Clackamas County DTD
- 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 Recology, (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.

00221.98 Payment, Method "B" – Lump Sum Basis – Replace this section except for the heading and title with the following:

Work zone traffic control will be paid for at the Contract lump sum amounts for the items "Temporary Work Zone Traffic Control, Complete for _____" where the name of the street(s) or location will be inserted in the blank.

Payment includes all traffic control costs including traffic control signage, preparation of traffic control plans, coordination with agencies, and flagging (to the extent deemed necessary by the Engineer) during the course of construction and as needed to complete punch list items. Payment also includes necessary coordination with Clackamas County and/or City for temporary timing modifications or shut-offs associated with adjacent traffic signals; removal of pavement markings where shown on the Plans, as needed to accommodate temporary traffic patterns and as required to complete permanent striping; providing and installing temporary pavement markings; furnishing and operating portable changeable message boards as specified; and other standard temporary traffic delineation materials, as deemed necessary by the Engineer, to permit traffic to safely flow through the work zone, prior to installation of permanent striping.

Any additional costs incurred from the completion of temporary traffic control work outside of daylight hours as required on the Contract Plans or elected by the Contractor will be considered incidental to these bid items.

END OF SECTION

SECTION 00222 - TEMPORARY TRAFFIC CONTROL SIGNS

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

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

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

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

Payment will be made under Section 00221.

END OF SECTION

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications modified as follows:

00224.46 Pavement Edge Delineation - Replace the paragraph that begins “Place tubular or conical markers...” with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

00224.91 Payment, Lump Sum or Incidental Basis - Delete this sub-section in its entirety and replace it with the following:

Payment will be paid on a lump sum basis for Work performed under the applicable “Temporary Work Zone Traffic Control” bid item.

END OF SECTION

SECTION 00225 - TEMPORARY PAVEMENT MARKING

Comply with Section 00225 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.

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

No separate payment will be made for this work, as it is considered incidental to other work on this project.

END OF SECTION

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

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

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

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

No separate payment will be made for this work, as it is considered incidental to other work on this project.

END OF SECTION

SECTION 00305 - CONSTRUCTION SURVEY WORK

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

Description

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

Survey staking may be required to complete the improvements. The Contractor shall develop and make all detail surveys necessary for layout and construction. Complete all survey staking as needed using information contained in the Contract Plans and adjusted as necessary to meet field conditions. Additional information or clarification by the Engineer may be available upon request but is not guaranteed. Surveyed field layout shall be reviewed by the Engineer prior to demolition and permanent installation.

The ODOT Construction Surveying Manual for Contractors is available on the web at:

https://www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

At a minimum the Contractor shall include the following stakes:

- Two stakes at each monument box shown for replacement,
- Staking as required to construct all other improvements as shown.

The Agency will not establish control stations, perform measurements and calculations for pay quantities, or perform final “as constructed” measurements, contrary to Section 1.5 of the above referenced manual. The Contractor’s surveyor will be responsible to complete this work.

Make all supporting computations and field notes required for control of the work and as necessary to establish the exact position, orientation, and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations.

The Engineer will not be responsible for any data translations. An electronic copy of the base drawing, in AutoCAD's DWG format may be delivered to the Contractor's surveyor. The electronic drawings shall be used by the Contractor's surveyor as a reference, and it shall be the responsibility of the Contractor to confirm that all data contained within the electronic drawings is consistent with the contract documents.

Work shall also include all efforts required to record monuments of record within the work limits prior to construction, set new and disturbed monuments per Clackamas County and State Law requirements, record new and replaced monuments and file a Post Construction Record of Survey with Clackamas County per current ORS requirements.

00305.05 3D Engineered Models – Replace this section, except for the section number and title, with the following:

No 3D models have been prepared by the Agency. 3D construction models created by the Contractor and intended to control the Work, shall be submitted to the Engineer for review according to 00150.35.

00305.90 Payment – Add the following to this subsection:

Existing Survey Monuments: Prior to commencing any work that may disturb existing survey monuments of record (including but not limited to property corners, brass caps, monument boxes, benchmarks, and centerline monuments), the Contractor's Registered Professional Land Surveyor (RPLS), licensed in the State of Oregon, shall:

- (a) Locate and identify all existing survey monuments within or adjacent to the limits of work, including those identified on the Plans.
- (b) Reference each monument by recorded ties, photographs, and field notes sufficient to allow precise re-establishment of the monument's horizontal and vertical position.
- (c) Submit the pre-construction monument documentation to the Engineer for review prior to commencing work in the vicinity of any monument. Existing monuments shall be protected in place where shown on the plans. Where removal and reinstatement is shown on the plans, or where a monument is unavoidably disturbed during construction, the Contractor's RPLS shall:
- (d) Re-establish the monument at its original position and elevation, in accordance with ORS and applicable Clackamas County Surveyor requirements.
- (e) File a Record of Survey or Monument Restoration record with the Clackamas County Surveyor within 45 days of the disturbance, as required by ORS.
- (f) Provide the City with a copy of the filed record.

All costs associated with construction staking, monument identification, documentation, protection, removal, reinstatement, and filing (including filing fees) shall be included in the "Construction Survey Work" pay item. 25% of the Lump Sum amount for the "Construction Survey Work" pay item will be held until confirmation that Pre-Construction Record of Survey has been completed and any necessary surveys filed with Clackamas County. 25% of the Lump Sum

amount for the “Construction Survey Work” pay item will be held until confirmation that Post-Construction Record of Surveys have been accepted by the County.

END OF SECTION

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.41(a) General – Supplement this subsection with the following:

The Contractor shall immediately vacuum all sawcutting waste and dispose of it in a legal manner.

Add the following subsection:

00310.45 Excavation of Existing Surfaces – Remove sidewalk, curb, landscaping, asphalt, reinforced concrete crosswalk and other surfacings as shown on the Plans. Sidewalk, reinforced concrete crosswalks, and surfacings to be removed shall be cut or trimmed in neat, straight lines with vertical edges along the limits of removal. The cut lines for removal of asphaltic or cement concrete pavement shall be reviewed and approved by the Engineer in the field before cutting. Demolish and remove concrete curbs, islands and other surfacings as directed by the Engineer or as shown. Make a vertical saw cut between any existing curb that is to remain and portion that is to be removed. Remove roadway pavement and aggregate base in the street adjacent to curbs and islands as shown on the Plan or as directed by the Engineer.

END OF SECTION

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications.

END OF SECTION

SECTION 00330 – EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.00 Scope – Supplement this subsection with the following:

This work also includes removal of asphalt pavement, aggregate and subgrade materials to the top of proposed subgrade within the roadway prism as shown on the Plans.

00330.03 Basis of Performance - Add the following paragraph to the end of this section:

Perform all earthwork under this Section on the excavation basis.

00330.41(a-5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3) and 00330.41(a-4), outside and beyond

the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a-6) Excavation of Existing Surfaces – Add the following to this subsection:

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

Take care not to disturb existing utilities when removing various types of pavement. If existing utilities are found to be in conflict with the proposed improvements, notify the Engineer immediately. Repair utilities damaged during pavement removal at no cost to the Contracting Agency.

00330.41(a-9) Excavation Below Grade - Replace item (c) with the following:

c. Unstable Subgrade Material - Where unstable material is encountered at or below subgrade in roadbed excavations or where identified by the Engineer, complete subgrade stabilization work in accordance with the requirements of Section 00331.

00330.41 Excavations – Add the following new subsection:

(f) Excavation to Road Subgrade -

(1) Subgrade Verification – Following excavation to the roadway subgrade depths as shown in the plans but prior to aggregate base construction, the Contractor shall conduct a proof roll of the native subgrade per 00330.43(c) in the presence of the Engineer to confirm the condition of the subgrade. Any excavation below grade ordered by the Engineer as a result of the proof roll will be performed in accordance with 00331. The Contractor shall receive written notification from the Engineer for approval to commence with aggregate base construction.

If approved by the Engineer in writing, the Contractor may choose to complete subgrade verification by proof rolling the roadway after aggregate base construction is completed. Any deficiencies observed with the subgrade under this approach will be corrected and performed in accordance with 00331 as directed by the Engineer. No additional measurement or payment will be made for removing and replacing the aggregate base or subgrade fabric constructed over the deficient subgrade.

(2) Protect Existing Subgrade – The Contractor shall protect the existing roadway subgrade from damage following asphalt pavement removal. Protection will include limiting all construction activities that could damage an exposed subgrade such as continued loading with construction equipment as part of haul routes for other work, continued loading during periods with inclement weather that could compromise subgrade soils and all other activities within control of the Contractor. The Contractor shall protect exposed subgrades from excessive moisture after pavement removal. Preventative measures shall be employed to protect the subgrade during forecasted precipitation. Any damage to the subgrade as a result of the Contractors negligence shall be repaired at the Contractors expense.

The Contractor shall prepare and submit a subgrade protection plan that identifies the Contractors intended means and methods of removing existing surfaces, constructing new subgrade surfaces as prescribed in the Contract Documents, and protecting the existing

subgrade from potential damage by the Contractors operations or outside factors such as weather. The Contractor shall be responsible to phase all work that places construction loads directly on the existing subgrade and select equipment sizes and classes in an effort to minimize potential overloading of the existing subgrade.

If the Contractor elects to run haul equipment on existing exposed aggregate or native soil materials, a proof roll per 00330.43(c) shall be completed in the presence of the Engineer to document any existing subgrade deficiencies. This proof roll shall be performed following initial surfacing and aggregate removal but prior to any haul vehicle loading on exposed subgrade materials. Any additional areas of subgrade failure or deficiency identified from future proof rolling to confirm subgrade integrity as part of 00330.41(f) is understood to be the result of the Contractors means and methods of loading unprotected subgrade and will be repaired at the Contractor's sole expense.

00330.43(b-2c) Deflection Requirement – Replace the third paragraph with the following:

The upper 8 inches of native subgrade and road base is to be graded, dried and recompact to the satisfaction of the Engineer. Onsite proof roll deflection tests shall be performed with a 35,000 lb. vehicle and must be performed and witnessed as directed by the Engineer. No deflection is allowed and all pavement areas shall be tested. Aggregate base or paving construction shall not commence over the native subgrade without written approval from the Engineer following a passing proof roll.

00330.43(c) Non-Moisture-Density Testable Materials – Supplement this section with the following:

The native roadway subgrade or aggregate base surface shall be approved by the Engineer prior to placing any fill, base rock or ACP layers. Onsite proof roll deflection tests shall be performed with a 20,000 lb. vehicle and must be performed and witnessed as directed by the Engineer. No deflection is allowed and all pavement areas shall be tested. During wet weather construction (as approved by the Engineer), provide the proof-roll test over the base rock surfaces prior to placement of any pavement per 00330.41(f). Aggregate base or paving construction shall not commence over the native subgrade without written approval from the Engineer following a passing proof roll.

00330.90 Payment - Replace this subsection, except for the subsection number and title, with the following:

Payment for all excavation shall be included in other bid items.

SECTION 00331 – SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

END OF SECTION

SECTION 00350 – GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

END OF SECTION

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.01 Descriptive Terms – Supplement the definition of adjust with the following:

Adjusting structures (manhole rims, valves, boxes, and catch basins) shall also include hand removal of existing asphalt pavement around the structure as required to overlay or inlay the proposed pavement section.

00490.40 General – Supplement this section with the following:

Where shown, boxes to be adjusted shall be made parallel or perpendicular (as applicable) to the proposed roadway curbing unless approved otherwise by the Engineer.

00490.48 Adjusting Boxes, Cleanout Lids and Similar Structures – Add the following to the end of this subsection:

A pre-construction monument survey was performed by the Engineer's surveyor prior to construction. Multiple survey monuments may be present throughout the project areas, located both inside and outside of monument boxes. The Contractor shall install new boxes where shown, protect existing boxes where shown, and protect all monuments from damage to the maximum extent feasible. The Contractor shall install new monument boxes over all existing monument pins located within the roadway that do not have an existing box. Cast or ductile iron riser rings may be used for adjusting monument boxes. Replace aluminum lids with cast or ductile iron lids that are fitted to the riser ring. The Contractor shall be responsible for installing monument boxes at the exact horizontal location of any monument that has been disturbed, including providing surveying for the exact location. The Contractor's surveyor will be responsible for setting the new monument pin and filing Post Construction Record of Surveys with the County as included in Section 00305.

The Contractor may encounter cases where a utility facility (such as a valve box) has been adjusted by the utility and cold mix has been placed around the facility. The Contractor shall remove and dispose of this cold mix, replace it with asphalt concrete pavement, and hand-compact it in advance of the pavement overlay. This work is considered incidental to the utility adjustment items on the bid schedule.

Water valve access lids shall only be adjusted by raising the top section of the existing 910 can.

00490.90 Payment – Add the following pay items:

Pay Item	Unit of Measurement
(i) Cast Iron Monument Box	Each

Supplement this subsection with the following:

Item (i) includes furnishing and installing new monument boxes where shown on the Plans.

SECTION 00620 - COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

00620.00 Scope – Add the following to the end of this subsection:

The plans may show preliminary locations of pavement removal and grind/inlay areas. The Engineer may modify these areas by marking the existing pavement to show the final locations of pavement removal and grind/inlay areas.

00620.40(a) General – Replace this subsection, except for the subsection number and title, with the following:

Remove the existing pavement to the depth, width, grade and cross section shown or as directed. The use of a heating device to soften the pavement is not allowed.

00620.43 Maintenance Under Traffic – Replace this subsection, except for the subsection number and title, with the following:

Traffic shall be minimized on non-tapered cold planed surface (e.g. 2-inch grind) to the maximum extent feasible. Traffic may be allowed on tapered cold planed surfaces for a maximum duration of 3 days after cold plane pavement removal.

Add the following subsection:

00620.44 Cold Planing Operations - The Contractor shall coordinate the work limits with the Engineer. The Engineer must approve the limits prior to the Contractor beginning the work.

All edges remaining after cold plane pavement removal shall be vertical to accept the succeeding full depth asphalt lift. Vertical edges left at the edge of the grinding drum are acceptable. Rounded edges where the face of the grinding drum is terminated are not allowed. Rounded edges shall be ground vertical by rotating the grinding machine. Where rounded edges cannot otherwise be ground vertical as part of the cold plane removal operations, saw cut edges and remove pavement according to Section 00310.

The Contractor shall coordinate the work limits with the Engineer. The Engineer must approve the limits prior to the Contractor beginning the work.

After the initial cold planing is complete through an area, the Engineer will examine the pavement surface and delineate areas requiring additional grinding by the Contractor.

Any damage to the existing roadway as a result of traffic running on the existing cold planed pavement in excess of the time frame approved in the Contractor's project schedule shall be repaired by the Contractor to the satisfaction of the Engineer, at no cost to the Agency.

00620.90 Payment – Supplement this subsection with the following:

Payment includes removal, haul and disposal of cold planed surfacing material. Payment will only be made for those areas specifically identified on the Contract plans to be cold planed. If the Contractor elects to use cold planing to remove existing pavement in areas where the Plans indicate pavement removal to full depth, this work will be paid per 00330.

END OF SECTION

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

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

00640.10 Materials – Delete verbiage in this sub-section and replace with the following:

Leveling course and base course shall be 3/4" – 0" and 1-1/2" – 0" aggregate, respectively, per City of Happy Valley Engineering Design Manual (EDM) and Standard Detail Drawings (SDD).

END OF SECTION

SECTION 00705 – EMULSIFIED ASPHALT PRIME COAT AND EMULSIFIED ASPHALT FOG COAT

Comply with Section 00705 of the Standard Specifications modified as follows:

00705.80 Measurement - Supplement this section with the following:

The quantities of Emulsified Asphalt Fog Seal will be measured on the area basis, for the specified application rate at the locations shown on the Plans.

00705.90 Payment – Replace Pay Item (b) with the following:

Pay Item	Unit of Measurement
(b) Fog Seal.....	Square Yard

END OF SECTION

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.22 Asphalt Distributor – Add the following to the end of this subsection:

Apply emulsified asphalt material to vertical surfaces (curb faces, catch basin faces, and butt joints). Avoid excess tack coat overspray being applied to vertical surfaces. Shields protecting vertical faces shall be provided and used during tacking operations. All overspray shall be promptly removed.

00730.44 Applying Tack Coat – Replace the sentence beginning with “Apply the emulsified asphalt...” with the following sentence:

Apply the Emulsified Asphalt to the prepared surface at a rate between 0.08 and 0.20 gallons per square yard as directed and with the Emulsified Asphalt temperature between 140 °F and 185 °F as recommended by the manufacturer. Additional application of tack may be required, as directed by the Inspector, to obtain the necessary residual asphalt.

00730.90 Payment – Replace this section, except for the section number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat.

END OF SECTION

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

Replace Section 00744 of the Standard Specifications with the following Section 00744.

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

Description

00744.00 Scope – This work consists of constructing asphalt concrete pavement (ACP) to the lines, grades, thicknesses, and cross sections shown or established.

Where shown, work shall include furnishing all materials, equipment, labor, and incidentals for mixing aramid fiber into ACP, when aramid fiber is required as a mixture ingredient. The fiber reinforced ACP will be subject to all requirements for ACP in this Section.

00744.01 Abbreviations:

HMAC	-	Hot Mix Asphalt Concrete
MDT	-	Maximum Density Test
RAM	-	Recycled Asphalt Material
TSR	-	Tensile Strength Ratio
VFA	-	Voids Filled with Asphalt
VMA	-	Voids in Mineral Aggregate
WMAC	-	Warm Mix Asphalt Concrete

00744.02 Definitions:

Asphalt Concrete Pavement - Uniformly coated mixture of asphalt cement, graded aggregate, and additives as required. The use of ACP in this section refers to either hot mix or warm mix asphalt concrete.

Hot Mix Asphalt Concrete - A hot plant mixed ACP.

Level 1 ACP - ACP for use in applications with very low traffic and only limited exposure to trucks.

Level 2 ACP - ACP for use in applications with low traffic volumes and low volumes of truck traffic.

Level 3 ACP - ACP for use in applications exposed to moderate truck traffic.

Recycled Asphalt Material - The combination of reclaimed asphalt pavement (RAP) and recycled asphalt shingles (RAS).

Reinforcing Fibers – An asphalt concrete additive consisting of aramid fibers added at time of mixing.

Warm Mix Asphalt Concrete - An asphalt concrete mix following all requirements of HMAC, except that through use of approved additives or processes, it is mixed, placed, and compacted at lower temperatures.

00744.03 Quality Control Plan – Submit a comprehensive and project specific paving quality control plan for approval. Submit a draft Quality Control Plan prior to the Prepaving Conference and re-submit the Quality Control Plan for approval based on comments received at the Prepaving Conference. The plan shall include a brief narrative for each of the following items:

- List of personnel to be used meeting the requirements of 00744.30, including:
 - Contractor
 - Mix Supplier including plant manufacturer, model and capacity
 - QC Officer
 - Backup QC Officer
 - Plant Technicians
 - Paver Technicians
- Source of all materials
- Trucking plan that ensures continuous paving operation.
- Sampling and testing plan meeting the requirements of 00744.10, 00744.11, 00744.16 and 00744.49.
- JMF meeting the requirements of 00744.12, 00744.13 and 00744.14.
- List of equipment to be used in the paving operation.
- List of best management practices used during construction to ensure the specifications are met. Practices shall address the following items:
 - Subgrade and surface preparation
 - Utility adjustments (valve cans, manholes, etc.)
 - Tack
 - Temperature
 - Release agent (diesel not allowed)
 - Cleanout location for delivery trucks
 - Joint construction
 - Joint location
 - Segregation
 - Depth
 - Cross Slope
 - Roller pattern
 - Compaction
 - Smoothness
 - Correction of surface defects (segregation, separated joints, etc.)

00744.05 Reinforcing Fibers - Provide fibers conforming to the minimum requirements below. Design JMF without the reinforcing fibers. Do not alter the final mix design for the addition of fiber at the asphalt plant. Certified reinforcing fiber test data for the fibers to be used on the project shall be submitted at the time of the JMF submittal.

Property	Measure	Standard
Material	Aramid	ASTM D276
Form	Monofilament fibers	Manufacturer Certification
Length	0.75 inches (+/- 10%)	Manufacturer Certification
Specific Gravity	1.44	ASTM D276
Minimum Tensile Strength	400,000 psi	ASTM D3379
Maximum Tensile Elongation	1.8 %	ASTM D3379
Degradation Temperature	800 degrees F	ASTM D276
Acid and Alkali Resistance	Inert	Manufacturer Certification

Submit the following:

- Identify the mixing plant.
- Provide a specification sheet from the aramid fiber manufacturer.
- Provide the following from the aramid product supplier at least three weeks prior to HMA production.
 - The supplier's specified mix rate for the aramid product.
 - Evidence showing how many times, if any, the supplier's fiber product has been successfully produced at the asphalt plant to be used for the project.
 - Process for introducing aramid product to the mix.

Materials

00744.10 Aggregate - Furnish new aggregate, RAP aggregate, and RAS aggregate meeting the following requirements:

(a) New Coarse and Fine Aggregates - Produce coarse and fine aggregate from crushed rock or other inert material of similar characteristics.

Blend sand is allowed for Levels 1, 2, and 3 mixes. Do not use more than 6 percent natural or uncrushed blend sand, by weight, in the total aggregate. Provide a means of verifying and documenting the amount of blend sand added to the aggregate.

Provide test results showing aggregates meet requirements for soundness, durability, fractured faces and harmful substances as described below. No sandstone, shale or other soft material will be allowed.

(1) Soundness - Provide coarse and fine aggregate with a weighted loss not exceeding 12 percent when subjected to five cycles of the soundness test using sodium sulfate solution according to AASHTO T 104.

(2) Durability - Provide aggregate not exceeding the following maximum values:

Test	Test Method		Aggregates Coarse
	ODOT	AASHTO	
Abrasion		T 96	30.0%
Degradation			
Passing No. 20 sieve	TM 208		30.0%
Sediment Height	TM 208		3.0"

(3) Fractured Faces - Provide crushed aggregate with not less than the minimum number of fractured faces as determined by AASHTO T 335 as follows:

Type of Mix	Percent of Fracture (by Weight)	
	Material Retained on 1", 3/4", 1/2" and No. 4 Sieve (two fractured faces)	Material Retained on No. 8 sieve (one fractured face)
All ACP	75	75

(4) Harmful Substances - Do not exceed the following maximum values:

Test	Test Method		Aggregates	
	ODOT	AASHTO	Coarse	Fine
Lightweight pieces		T 113	1.0%	
Wood Particles	TM 225		0.10%	
Elongated Pieces (at a ratio of 5:1)	TM 229		10.0%	
Plasticity Index		T 90		0 or NP
Sand Equivalent		T 176		45 min.

(b) Reclaimed Asphalt Pavement - RAP material used in the production of new ACP is optional. No more than 30 percent RAP material will be allowed in the new ACP pavement. Use RAP aggregates in the ACP that are no larger than the specified maximum allowable aggregate size before entering the cold feed. Blend the RAP material with new aggregate to provide a mixture conforming to the JMF within the tolerances specified.

(c) Recycled Asphalt Shingles - RAS used in the production of new ACP is optional. Either manufacturer waste (post-manufacturer) RAS or tear-off (post-consumer) RAS may be used. Manufacturer waste RAS is processed asphalt shingle material derived from manufacturer's shingle scrap. Tear-off RAS is processed asphalt shingle material derived from shingle scrap removed from structures. All percentages are based upon dry weights for calculations.

(1) Processing Shingles - Process the RAS by grinding at ambient temperature so that 100 percent of the shredded pieces are less than 1/2 inch in any dimension and that 90 percent are less than 3/8 inch in any dimension when sampled according to AASHTO T 2 and tested according to AASHTO T 27. Sample and test the processed RAS for gradation at a frequency of one test for every 50 tons of RAS processed.

(2) Harmful Substances - Certify that the RAS does not contain asbestos fibers according to the policies and procedures established by the Department of Environmental Quality. Test deleterious materials according to ODOT TM 335 at a frequency of one test for every 50 tons of RAS material. Limit the percentage of deleterious materials to 1.0 percent. If fine aggregate is added as an anti-clumping agent, sample and test processed RAS for harmful substances before adding the fine aggregates.

(3) Anti-Clumping Additive - Fine aggregate meeting the requirements of 00744.10(a) may be added to the RAS in a quantity not to exceed 4 percent by weight of RAS to keep the material workable and to prevent conglomeration of the shingle particles in the stockpile. Include these added fine aggregates in the mix design. RAS may also be blended with

RAP in controlled percentages to preclude clumping. Do not contaminate stockpiled RAS with dirt or other foreign materials.

(4) Allowable Percentages - No more than 5.0 percent RAS by total weight of aggregate is allowed in ACP mixtures. Restrict the maximum allowable percentage of asphalt binder replacement to 20.0 percent for base courses and 15.0 percent for wearing courses in ACP containing only RAS.

When RAS is used in conjunction with RAP, restrict the maximum allowable percentage of binder replacement to 30.0 percent for base courses and 25.0 percent for wearing courses.

(5) Establishing Mix Design Inputs - For ACP mixtures containing RAS or RAM, following any addition of fine aggregate as an anti-clumping agent, test the material according to ODOT TM 319 to establish the asphalt content, material specific gravities, and gradation. Develop mixture designs according to the ODOT Contractor Mix Design Guidelines for Asphalt Concrete.

Blend the RAS or RAM with new aggregate to provide a mixture conforming to the JMF within the tolerances specified.

00744.11 Asphalt Cement and Additives - Furnish the following asphalt cement and additives:

(a) Asphalt Cement - Provide asphalt cement conforming to the requirement of ODOT's publication "Standard Specifications for Asphalt Materials". Copies of the publication are available from ODOT's website. The applicable specifications are those contained in the current publication on the date the Project is advertised. Use the grade of asphalt that is specified in the Special Provisions.

(b) Asphalt Cement Additives - Use standard recognized asphalt cement additive products that are of known value for the intended purpose and approved for use on the basis of laboratory tests and capable of being thoroughly mixed. Do not use asphalt cement additives that have detrimental effects on the asphalt material. Do not use silicones as an additive. Add the following asphalt cement additives when required by the JMF:

- Anti-stripping asphalt cement additives to prevent stripping or separation of asphalt coatings from aggregates to satisfy the TSR specified in 00744.13.
- Asphalt cement admixtures used to aid in the mixing or use of asphalt mixes or for experimental purposes.

When WMAC is used, select one of the WMAC technologies and process and additive types identified on ODOT's publication "Approved WMAC Technologies".

Submit the proposed WMAC technology to be used and a plan for its implementation at the pre-construction conference.

Comply with the manufacturer's recommendations for incorporating additives and WMAC technologies into the mix. Comply with manufacturer's recommendations regarding receiving, storing, and delivering the additives.

00744.12 Mix Type and Broadband Limits - Furnish the mix type specified in the Contract Documents within the broadband limits according to following:

(a) **Mix Type** - Furnish the types of ACP shown or as directed. When the Contract Plans allow an option of two types for a course of pavement, use only one type throughout the course.

(b) **Broadband Limits** - Provide a JMF for the specified mix type within the control points listed below:

Sieve Size	1/2" ACP Control Points (% passing by Weight)		3/8" ACP Control Points (% passing by Weight)		1/4" ACP Control Points (% passing by Weight)	
	Min.	Max.	Min.	Max.	Min.	Max.
3/4"	100					
1/2"	90	100	100			
3/8"	-	90	90	100	100	
1/4"	-	-	-	-	-	90
No. 4	-	-	-	90	70	80
No. 8	28	58	32	67	40	65
No. 200	2.0	10.0	2.0	10.0	2.0	10.0

00744.13 Job Mix Formula Requirements

(a) General - Do not begin production of ACP for use on the project until the Engineer reviews the JMF and provides written consent. Acceptance of the JMF through ODOT is not required. A new JMF is required if the asphalt cement performance grade or any additives change during production. Provide a JMF for the Project meeting the following criteria and that was either developed or verified within 3 years of the date the Contract was advertised and was used in another Contract within 1 year of the date the Contract was advertised:

	Level 2	Level 3
Design Method	Superpave	Superpave
Compaction Level	65 Gyrations	80 Gyrations
Air Voids, %	1/2 inch - 3.5	1/2 inch - 3.5
	3/8 inch - 4.0	3/8 inch - 4.0
	1/4 inch - 4.0	1/4 inch - 4.0
VMA, % minimum	1/2 inch - 14.0	1/2 inch - 14.0
	3/8 inch - 15.0	3/8 inch - 15.0
	1/4 inch - 15.0	1/4 inch - 15.0
VMA, % maximum	min + 2.0%	min + 2.0%
	1/4 inch: min + 3.0%	1/4 inch: min + 3.0%
P No. 200 / Eff. AC ratio	0.8 to 1.6	0.8 to 1.6
TSR, % minimum	80	80
VFA, %	1/2 inch: 65 - 78	1/2 inch: 65 - 75
	3/8 inch: 70 - 80	3/8 inch: 70 - 80
	1/4 inch: 70 - 80	1/4 inch: 70 - 80

Develop the JMF according to the ODOT Contractor Mix Design Guidelines for Asphalt Concrete; or verify according to the ODOT Mix Design Verification process. All Specification Section 00745 references in the ODOT Contractor Mix Design Guidelines for Asphalt Concrete shall be replaced with this project Special Provision Section 00744. Submit the proposed JMF

and supporting data to the Engineer for review at least 10 calendar days before anticipated use. Submit all Mix Design Verification (MDV) data developed over the last year including air voids. If acceptable, written acceptance will be provided. Perform a new TSR if the source of the asphalt cement changes.

For Level 3 wearing course mixes, include the results of the performance testing as outlined in the latest ODOT Contractor Mix Design Guidelines for Asphalt Concrete in the mix design submittal.

b) Reclaimed Asphalt Material - Reclaimed Asphalt Material (RAP or RAS) material used in the production of ACP is optional.

(c) Warm Mix Asphalt Cement - Issue a separate JMF for WMAC. Do not use RAS in WMAC mixes with minimum compaction temperatures less than 260 °F.

When WMAC is used, provide the following information in addition to the requirements listed for ACP:

WMAC technology and WMAC additives information.

WMAC technology manufacturer's established recommendations of usage.

WMAC technology manufacturer's established target rate for water and additives, the acceptable variation for production, and documentation showing the impact of excessive production variation.

WMAC technology material safety data sheets if applicable.

Temperature range for mixing.

Temperature range for compacting.

Except for foaming technology, asphalt binder performance grade test data of the asphalt binder and chemical additive at the manufacturer's recommended dosage rate.

Except for foaming technology, WMAC mixture performance test results. Perform testing for foaming technology on the production mix on specimens compacted at WMAC compaction temperatures.

(d) Asphalt Cement Grade - Provide asphalt cement conforming to the requirement of ODOT's publication "Standard Specifications for Asphalt Materials." Provide a performance grade according to the following (unless specified otherwise in the Plans):

Percent RAP	Performance Grade
20 or less	PG 64-22
more than 20	PG 64-28

(e) Additives – Use standard recognized asphalt cement additive products that are of known value for the intended purpose and approved for use on the basis of laboratory tests and capable of being thoroughly mixed.

00744.14 Tolerances and Limits - Produce and place ACP within the following JMF tolerances and limits:

Gradation Constituent	ACP Type		
	1/2"	3/8"	1/4"
1"			
3/4"	JMF ± 5% *		
1/2"	90 - 100%	JMF ± 5% *	
3/8"	-	90 - 100%	JMF ± 5% *
1/4"	JMF ± 5%	JMF ± 5%	90 - 100%
No. 4	JMF ± 5%	JMF ± 5%	JMF ± 5%
No. 8	JMF ± 4%	JMF ± 4%	JMF ± 4%
No. 30	JMF ± 4%	JMF ± 4%	JMF ± 4%
No. 200	JMF ± 2.0%	JMF ± 2.0%	JMF ± 2.0%

* Maximum not to exceed 100%

Constituent of Mixture	ACP All Types
Asphalt Cement - AASHTO T 308 (Ignition) and ODOT TM 323	JMF ± 0.50%
RAP Content - ODOT TM 321	JMF ± 2.0%
RAS Content - ODOT TM 321	JMF ± 1.0%
RAM Content - ODOT TM 321	JMF ± 2.0%
Moisture content at time of discharge from the mixing plant - AASHTO T 329	0.80% max.

When a JMF tolerance applies to a constituent, full tolerance will be given even if it exceeds the control points established in 00744.12(b). Full tolerance will be given for RAP, RAS, or RAM content even if it exceeds the limits established in 00744.10.

00744.16 General Testing Requirements

(a) Laboratory Requirements – Furnish and maintain an ODOT certified QC laboratory. Furnish the laboratory with the necessary equipment and supplies for performing Contractor QC testing. Calibrate all testing equipment according to the required test methods. The Engineer may inspect measuring and testing devices to confirm both calibration and condition.

The laboratory must be operational before beginning the ACP production and be equipped with a telephone or cellular telephone. Provide laboratory equipment meeting the requirements of the applicable test methods identified in these Specifications and selected for use on the Project.

(b) Plant Calibration - Calibrate all meters and belt scales at the ACP mixing plant according to ODOT TM 322 before beginning production.

00744.17 Mix Design Verification Quality Control

(a) General – Mix design verification ("MDV") testing includes: plant discharge moisture, bulk specific gravity, maximum specific gravity, aggregate gradation, and asphalt content. Perform MDV testing at the start-up of the JMF production according to the process set forth below in the section entitled Mix Design Verification Requirements at Start-Up. Provide QC sampling and testing frequencies (random numbers) to the Engineer before starting production.

The random numbers must provide for random sampling and testing at least once per day. Do not obtain the first sample of the day in the first 25 tons of production. If the random number indicates that the sample is to be obtained in the first 25 tons, sample at 25 tons.

Calculate the following values for each MDV test:

- (1) Air Voids
- (2) Voids in Mineral Aggregate (VMA)
- (3) Voids Filled with Asphalt (VFA)
- (4) Passing No. 200/Effective Asphalt Content (Pbe) Ratio

The averages of the MDV results shall be within the limits given below:

	1/2" ACP	3/8" ACP
Air Voids	JMF Target +/- 1.0%	JMF Target +/- 1.0%
VMA	13.5 – 17.0	14.5 – 17.0
VFA	65 – 75 (Level 3) 65 – 78	70 – 80
Passing No. 200/Pbe	0.8 – 1.6	0.8 – 1.6

(b) Laboratory Compactor Selection – Use the equivalent laboratory compactor for MDV as used to develop the JMF.

(c) Mix Design Verification Requirements at Start-Up – Perform MDV testing at the start-up of the JMF production according to the following process:

- (1) Obtain a sample in the first 100 tons of production and immediately perform MDV testing.
- (2) If the Va and VMA mix properties are within tolerance, then continue subsequent MDV testing at the established random testing interval. If not, then go to step 3.
- (3) If the Va and VMA mix properties are out of tolerance, then make a mix adjustment within the applicable requirements and immediately obtain a sample and perform MDV testing. A maximum of 2 mix adjustments are allowed under step 3. If Va or VMA are not within the limits after the second adjustment, then stop production and go to step 4.
- (4) Revise JMF targets and prepare proposed plant adjustments, and submit them to the Engineer. If the revised JMF targets and plant adjustments are approved by the Engineer, restart production and perform MDV testing starting at step 1 above.

(d) Provide Test Results to Engineer – Provide quality control test results to the Engineer by the middle of the following work shift.

(e) Corrective Action – After satisfying the start-up MDV testing requirements, take corrective action if the average of the MDV test results are outside the limits for air voids, VMA, VFA, or P No. 200/Pbe ratio. Immediately provide a written description of the corrective action to the Engineer. If the subsequent MDV test results following the corrective action are outside the applicable limits, immediately stop production, and revise JMF targets and prepare proposed plant adjustments, and submit them to the Engineer. Restart production only after the Engineer has approved the proposed adjustments.

(f) Request JMF Target Adjustment – The Contractor may request an adjustment to the JMF targets. The Engineer will either approve or reject proposed adjusted JMF targets. If approved, the Contractor must submit a revised JMF. When making adjustments for gradation, do not exceed the tolerances specified for the original JMF limits. Asphalt cement content

adjustments may not exceed 0.5 percent of the original JMF. The JMF asphalt content may only be adjusted if the production VMA satisfies the MDV tolerances. Keep adjustments for RAP within 5 percent of the original JMF percentage. A gradation adjustment is required if the VMA is outside of the MDV limits. Regardless of these tolerances, keep the adjusted JMF within the mixture specification control points. If a redesign of the mixture becomes necessary, submit a new JMF according to the requirements of these specifications.

(g) Mix Design Verification Quality Assurance – The Engineer will observe and document the Contractor performing the MDV test procedures and calculations. The Engineer may conduct MDV assurance testing at any time. The mixing plant shall provide access to the City's testing representative during all verification testing. The Contractor shall coordinate with the Engineers quality assurance testing representative as necessary.

00744.18 Acceptance - If the average for each mix gradation constituent and asphalt content is within the specification limits, the material will be accepted. If the average asphalt content or one or more gradation constituents is not within the specification limits, the material will be rejected or accepted according to 00150.25.

Equipment

00744.23 Pavers - Provide pavers that are:

- Self-contained, self-propelled, supported on tracks or wheels, none of which contact the mixture being placed.
- Equipped with augers and a screed or strike-off assembly, heated if necessary, which:
 - Can spread and finish the ACP to a uniform texture, in the specified widths, thicknesses, lines, grades and cross sections.
 - Will not segregate, tear, shove or gouge the ACP.
- Equipped with a paver control system which:
 - Controls the ACP placement to specified slope and grade.
 - Maintains the paver screed in proper position.
 - Provides the specified results through mechanical sensors and sensor-directed devices actuated from independent line and grade control references.
- Equipped with adequate lighting to illuminate the paver and the roadway in front of and behind the paver during the period from 30 minutes after sunset to 30 minutes before sunrise, or as directed. Shield lighting from adjacent traffic as necessary. Provide a minimum light level of 10 footcandles as measured by the Engineer on the roadway surface at a distance of 16 feet from the front and back edges of the paver.

00744.24 Compactors - Provide the specified self-propelled rollers capable of reversing without backlash, as follows:

(a) Steel-Wheeled Rollers - Steel-wheeled rollers with a minimum gross static weight as follows:

	Level 1 and Level 2	Level 3	Level 4
Breakdown and Intermediate	8 ton	10 ton	12 ton
Finish	6 ton	8 ton	10 ton

(b) Vibratory Rollers - Vibratory rollers that:

Are equipped with amplitude and frequency controls.
 Are specifically designed to compact ACP.
 Are Capable of at least 2000 vibrations per minute.

Have a minimum gross static weight meeting the requirements of 00744.24(a).

Do not operate in vibratory mode for lifts thinner than or equal to 1 inch for the type of ACP being compacted.

If vibratory rollers are used for finish rolling, they shall:

Have a minimum gross static weight meeting the requirements of 00744.24(a).

Not be operated in the vibratory mode.

(c) Pneumatic-tired Rollers - Pneumatic-tired rollers shall:

Be tandem, or multiple axle, multiple wheel type.

Have smooth-tread, pneumatic tires of equal size.

Have tires staggered on the axles, spaced and overlapped to provide uniform compacting pressure for the full compacting width.

The use of equipment which crushes the aggregate to an appreciable extent will not be permitted.

00744.25 Trucks – Do not use vehicles or transfers with rear drop axles in which raising the drop axle would cause the vehicle to exceed legal load limits.

Labor

00744.30 Quality Control Personnel - Provide technicians having CAgT, CAT-I, CAT-II, CDT, and CMDT technical certifications.

Construction

00744.40 Season and Temperature Limitations - Place ACP when the temperature of the surface that is to be paved is not less than the temperature indicated:

Nominal Thickness of Individual Lifts and Courses as shown on the typical section of the Contract Plans	Compacted	All Levels	Level 1 and Level 2		Level 3	
			All Courses	Travel Lane	All Other	
		Surface Temperature*	From To Inclusive	From To Inclusive	From To Inclusive	From To Inclusive
Less than 2 inches		60°F	All Year**	3/15 9/30	All Year**	All Year**
2 inches - 2 1/2 inches		50°F	All Year**	3/15 9/30	All Year**	All Year**
Greater than 2 1/2 inches		40°F	All Year**	3/15 9/30	All Year**	All Year**
Temporary		40°F	All Year**	All Year**	All Year**	All Year**

- * Do not use field burners or other devices to heat the pavement surface to the specified minimum temperature.
- ** If placing ACP between March 15 and September 30, temperature requirement may be lowered 5°F.

00744.41 Prepaving Conference – Have a prepaving conference with all Contractor supervisory personnel, all subcontractors who are to be involved in the paving work, and the Engineer. Meet at a mutually agreed time and discuss all methods of accomplishing all phase of the paving work. The Prepaving Conference agenda will be prepared by the Agency, and distributed to the Contractor prior to the conference. Contractor shall submit a draft Quality Control Plan per Section 00744.03 and a draft Traffic Control Plan per Section 00225 for discussion purposes at the Prepaving Conference. Contractor shall revise the Quality Control Plan and Traffic Control Plan based on approvals obtained at the Prepaving Conference. The conference shall address topics such as:

- Contractor Key Paving Personnel
- Quality Control Plan
- Traffic Control Plan
- Erosion Control Plan
- Review of JMF (mix type(s), asphalt grade, mixing and placement temperatures, etc.)
- Haul Vehicles (type and quantity, truck routes, haul distance, clean out areas, release agents etc.)
- Check weights and scales
- Manhole and box adjustments
- Tack spread rates and certifications
- Joint construction means and methods
- Laboratory and equipment certifications
- Review type of paver, grade control and panel widths, lift sizes and staging
- Roller pattern for compaction
- Smoothness testing by Contractor
- ACP plant testing and compaction testing
- Temporary striping

00744.42 Mixing Temperatures - Produce ACP within the temperature ranges recommended by the asphalt cement supplier for the grade of asphalt being used on the Project.

Establish the allowable mixing and placement temperature ranges by the JMF. Measure the mixture temperature at the discharge of the mixer. Measure the placement temperature in the hauling vehicle per 00744.45 and behind the paver. The allowable production temperatures may be adjusted based on the asphalt cement supplier's recommendation if approved by the Engineer. The maximum mixture temperature and the minimum placement temperature shall be as follows:

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

Within the above limits, the Contractor with approval of the Engineer, or the Engineer may adjust this temperature in 10 °F increments from the JMF as follows:

- **Up** - If the aggregate coating, moisture content, workability or compaction requirements are not attained.

- **Down** - If the aggregate coating, moisture content, workability and compaction requirements are attained.

00744.43 Preparation of Underlying Surfaces - All valve boxes, monument boxes, manholes and catch basins shall be adjusted to finish grade in advance of or during the paving operation. No adjustments shall be made after the paving is completed unless approved by the Engineer prior to paving. Minimum paving ring size for manholes shall be two inches. Adjustments made for manhole slopes and/or less than two inches of grade increase shall require a frame adjustment.

Any tree branches or foliage which will hinder the proper placement of the surfacing shall be removed by the Contractor by pruning and sealing the cut ends, or tying back in a manner approved by the Engineer. The Contractor shall be responsible for trees damaged that are not properly pruned or tied back.

All surfaces to be paved shall be swept clean by the Contractor no more than 24 hours in advance of paving. The Contractor shall remove vegetation prior to washing or sweeping. The Contractor shall use vacuum street sweepers that are self propelled equipment with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface. In those areas where dirt and debris cannot be removed with sweeping alone, washing of the surface will be required.

Coordinate construction of driveway transitions with property owners to minimize disruption of access.

00744.44 Tack Coat - Construct a tack coat before placing each lift of ACP according to Section 00730. A tack coat is not required before placing ACP on aggregate base. Omission of a tack coat for a second lift placed on a base lift in the same day may be allowed if approved by the inspector.

Treat all existing and newly paved ACP or curb (below finish grade) surfaces on and against which ACP is to be placed with an asphalt tack coat according to Section 00730. Before applying the tack coat, clean and dry the surface to be tacked. Do not place tack coat any further than 500 feet in front of the paver.

Remove all loose material that will reduce adhesion of the tack by brooming, flushing with water, or other approved methods.

Avoid excess tack coat being applied to the gutter or curb face. Shields protecting curb faces shall be provided and used during tacking of curb faces. Any tack coat inadvertently or inappropriately applied to the gutter or curb face shall be promptly removed.

00744.45 Hauling, Depositing, and Placing - Haul, deposit, and place ACP according to the following:

- (a) **Hauling** – Provide vehicles with tight, clean and smooth metal beds equipped with covers to protect against moisture and heat loss. Cover ACP if rain is encountered any time between loading and placement, for all night work, and when the duration between loading and delivery to the paver results in the temperature of the ACP delivered to the paver to be below the upper limit of the compaction temperature range.

ACP will be rejected before placing if one or more of the following occurs:

- Placement temperature measured in the truck below limit specified in the approved JMF.
- Below temperature limit specified in 00744.42.
- Slumping or separating.
- Solidifying.
- Absorbing moisture
- Any other item, in the judgment of the Engineer, would be likely to decrease the quality of the paving.

Dispose of rejected loads at no additional cost to the Agency.

Vehicles which cause excessive segregation, which leak badly, or which the Engineer has determined delay normal operations, shall be removed from the project.

Deliver the mixture to the paving machine at a rate that provides continuous operation of the paving machine, except for unavoidable delay or breakdown. If excessive stopping of the paving machine occurs during paving operations, the Engineer may suspend paving operations until the mixture delivery rate matches the paving machine operation.

Do not use diesel oil as a release agent unless approved by the Engineer. Do not clean out trucks in front of the paver. Clean trucks in an approved location away from the paving operation. Clean up and restore cleanout area daily.

(b) Depositing - Deposit ACP from the hauling vehicles so segregation is prevented.

(c) Placing - Alternative equipment and means may be allowed by the Engineer if the use of a paver is impractical. If a dump truck cannot physically deliver the mix to a tight area, a very clean bucket of a loader may be used as an alternate.

Do not place ACP during rain or other adverse weather conditions, unless allowed by the Engineer. ACP in transit at the time adverse conditions occur may be placed if:

- It has been covered during transit.
- The ACP temperature is satisfactory.
- It is placed on a foundation free from pools or flow of water.
- No other factors are observed by the Engineer that would reduce the quality of paving.

Place the mixture in the number of lifts and courses, and to the compacted thickness for each lift and course, as shown. Place each course in one lift unless otherwise specified. Do not exceed a compacted thickness of 4 inches for any lift. Limit the minimum lift thickness to three times the maximum aggregate size in the mix.

ACP shall not be placed against concrete, curb or gutter, or other structures, until seven days after the concrete has been placed, adequate strength of the concrete has been achieved, and they have been backfilled to provide lateral support.

When more than one lift of asphalt is required, no subsequent lifts shall be placed until the prior lift has adequately cooled and set sufficiently to prevent marking and has achieved minimum compaction requirements.

Any mixture that becomes loose and broken, mixed with dirt or is in any way defective shall be subject to removal and to replacement with fresh hot mixture, which shall be compacted to

conform to the surrounding area. Any area showing an excess or deficiency of asphalt cement shall be subject to removal and to replacement. Removal and replacement under these provisions shall be at the expense of the Contractor.

If hand work is necessary such as at transitions, curb ramps, beginning, and ending panels, stop material from becoming segregated by excessive raking. If larger aggregate collects on the surface, remove this larger aggregate and introduce fresh, appropriately graded mixture to the area and finish so there is no apparent segregation and the mat is one uniform texture.

Do not broadcast mix by shovel across a new mat. If observed, the affected portion of the mat may be rejected.

00744.46 Longitudinal Joints - At longitudinal joints, bond, compact and finish the new ACP equal to the ACP against which it is placed.

Roll joints without raking the joint with self-propelled rollers as follows:

- Pass no. 1 on the hot side with 6-inch overlap on the cold (or previously-placed) mat
- Complete pattern to cover the remainder of the mat

(a) Location - Place the ACP in panel widths which hold the number of longitudinal joints to a minimum. Offset the longitudinal joints in one panel by at least 6 inches from the longitudinal joints in the panel immediately below.

(1) Base Course - Place base course longitudinal joints within 12 inches of the edge of a lane, or within 12 inches of the center of a lane, except in irregular areas, unless otherwise shown.

(2) Wearing Course - Construct longitudinal joints at either lane lines or fog lines, or as shown or directed. See striping plans for design lane lines and fog lines, as they may be different from the existing layout.

(b) Drop-offs:

- Provide warning signs and markings according to Section 00225 where abrupt or sloped edge drop-offs 1 inch or more in height occur.
- Protect edges from being broken down.

If unable to complete the pavement without drop-offs according to 00744.44(c) do the following:

- Construct and maintain a wedge of ACP at a slope of 1V:10H or flatter along the exposed longitudinal joint.
- Remove and dispose of the wedge before continuing paving operations.
- Construct, maintain, remove, and dispose of the temporary wedge at no additional cost to the Agency. ACP for the temporary wedge will be paid for at the pay item price.

(c) Placing Under Traffic - When placing ACP pavement under traffic, schedule work for the nominal thickness being laid as follows:

(1) More Than 2 Inches - Schedule work so at the end of each working shift the full width of the area being paved, including shoulders, is completed to the same elevation with no longitudinal drop-offs, unless approved.

(2) Less Than or Equal to 2 Inches - Schedule work so that at the end of each working shift one panel of new travel lane pavement does not extend beyond the adjoining panel of new travel lane pavement more than the distance normally covered by each shift. At the end of each week complete the full width of the area to be paved, including shoulders, to the same elevation with no longitudinal drop-offs.

00744.47 Transverse Joints:

(a) Travel Lanes - Construct transverse joints on the travel lane portion of all specified pavement courses, except leveling courses, as follows:

(1) Temporary End Panel - Maintain pavement depth, line and grade at least 4 feet beyond the selected transverse joint location, and from that point, wedge down on the appropriate slope until the top of the course being laid meets the underlying surface (assuming a pavement course thickness of 2 inches) as follows:

- For wedges that will be under traffic for less than 24 hours, construct an 8 foot long wedge (1V:50H taper rate).
- For wedges that will be under traffic for 24 hours or longer, construct a 25 foot long wedge (1V:160H taper rate).
- Construct, maintain, remove, and dispose of the temporary wedge at no additional cost to the Agency. ACP for the temporary wedge will be paid for at the pay item price.

When the pavement course thickness is different than the above 2 inch example, use the appropriate taper rate to compute the length of the wedge. The wedge length plus the 4 feet or longer panel form the temporary end panel.

(2) Vertical Face - After the mixture has reached the required density:

- Provide a smooth, vertical face the full depth of the course being laid at the location selected for the joint by sawing, cutting or other approved method.
- Remove the ACP material from the joint to the end of the panel. If removed before resuming paving beyond the joint, reconstruct the temporary end panel immediately by placing a bond-breaker of paper, dust, or other suitable material against the vertical face and on the surface to be occupied by the temporary end panel. Construct a full-depth panel at least 4 feet long, beginning at the sawed or cut joint, and taper it on a 1V:50H slope to zero thickness.

(4) Resume Paving - When permanent paving resumes, remove the temporary end panel and any bond-breakers. Clean the surface of all debris and apply a tack coat to the vertical edge and the surface to be paved.

(5) Joint Requirements - Compact both sides of the joint to the specified density. When tested with a straightedge placed across the joint, the joint surface shall conform to 00744.70.

(b) Abutting Bridge Ends - Compact the ACP abutting bridge ends and other rigid type structures in the longitudinal direction and either transverse or diagonal direction, as directed.

(c) Bridge Deck Overlays - Saw cut the wearing course of pavement directly over the joints in bridge decks, bridge end joints and end panel end joints as soon as practical but within 48 hours of paving each stage of the wearing course, unless otherwise directed. Saw cut a 3/8 inch wide, $\pm 1/8$ inch, by 1/2 inch less than the thickness of the panel of pavement depth or 1 1/2 inches deep, whichever is less.

Flush the saw cut thoroughly with a high-pressure water stream after the cut has been made. Before the cut dries out, blow it free of water and debris with compressed air. Fill the joint with a poured filler from the QPL.

00744.48 Asphalt Driveway Connections - Pave all driveway connections during mainline paving operations.

00744.50 Compaction - After the ACP has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly until compacted to a minimum of 93 percent of the daily MDT. Perform finish rolling and continue until all roller marks are eliminated. Rollers shall not make sharp turns on the course being compacted and they shall not be parked on the hot asphalt mixture.

Complete breakdown and intermediate compaction before the HMAC temperature drops below 180°F, unless otherwise directed or required based on the control strip. When the rolling causes tearing, displacement, cracking or shoving, make necessary changes in compaction temperature, type of compaction equipment, and rolling procedures.

Determine compliance with density specifications by random testing of the compacted surface with calibrated nuclear gauges. Determine the density by averaging QC tests performed by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC T 8 at one random location for each 100 tons of asphalt concrete placed, but take no less than 10 tests each shift. Do not locate the center of a density test less than 1 foot from the panel edge. Calculate the Maximum Density according to ODOT TM 305. The Agency may elect to complete additional compaction testing at its discretion. The Engineer may waive compaction testing upon written notice.

Compaction to a specified density will not be required for the following:

- **Thin Pavements** - Leveling, patches, or where the nominal compacted thickness of a course of ACP will be less than 2 inches.
- **Other Areas** - Temporary surfacing, guardrail flares, mailbox turnouts, road approaches, and areas of restricted width of less than 8 feet wide or limited length, regardless of thickness.

Compact thin pavements and other areas according to 00749.45.

Any displacement of any course, regardless of thickness, occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required.

The Contractor shall notify the Engineer/Inspector immediately when the average density does not meet 93% or exceeds 95%. An investigation will be initiated to determine if the results indicate that a problem with the mix is developing before laying any more material. Take all actions necessary to resolve compaction problems. Do not resume paving until allowed by the Engineer. Take immediate corrective measures when the specified compaction density is not being achieved. At the Engineer's discretion, corrective measures may include removing and replacing areas that fail to comply with compaction requirements.

00744.51 Joints – Seal all joints per Section 00744.71.

Maintenance

00744.60 Correction of Defects - Correct all defects in materials and work, as directed, at no additional cost to the Agency. Corrective measures required by the Engineer may include removal and replacement of the surface course within the defective area. Complete all corrective work within 14 calendar days following notification from the Engineer. After completion of the defective work, if the Engineer finds the work unsatisfactory, perform additional corrective work on the areas still not meeting the requirements. Correct defects according to the following:

(a) Fouled Surfaces - Repair, clean, and retack fouled surfaces that would prevent full bond between successive lifts of mixture.

(b) Boils, Slicks, and Oversized Material - Replace boils, slicks, and oversized materials with fresh mixture.

(c) Segregation - Take corrective measures when segregation or non-uniform surface texture is occurring in the finished mat. If segregation continues to occur, stop production until a plan for providing uniform surface texture is approved.

(d) Roller Damage to Surface - Correct surface damage from rollers with additional fresh mixture or by other approved means.

(e) Longitudinal Joints - Take corrective measures when open longitudinal joints are being constructed or when the elevation of the two sides of a longitudinal joint does not match. If problems with the longitudinal joint continue to occur, stop production until a plan for providing tight, equal elevation longitudinal joints is approved.

(f) Other Defects - Remove and replace any ACP that:

- Is loose, broken, or mixed with dirt.
- Shows visually too much or too little asphalt.

00744.60 Warranty – Provide a one year warranty for all work completed on the project in conformance with the City's General Conditions.

Finishing and Cleaning Up

00744.70 Pavement Smoothness - Furnish a 12 foot straightedge. Test with a 12 foot straightedge parallel to and perpendicular to the centerline, as directed. The pavement surface shall not vary by more than 1/4 inch. Mark areas not meeting the surface tolerance. These tolerances shall apply when water valve boxes and other utility appurtenances can be adjusted during the paving operations.

00744.71 Edge Sealing - Seal all asphalt to asphalt edge joints (such as across streets, driveways, and other paved areas) with hot crackseal 6" wide with rubberized asphalt material using the methods, materials, and procedures specified in section 00746. This includes any cold joints created during construction where the older section was laid more than 24 hours before the newer section of pavement, and other places where, in the judgment of the Engineer, time has lapsed between paving areas to the point where edge sealing is needed. Omit edge sealing

where travel lanes are shown on the Contract Plans as grind-and-inlay, and the longitudinal joint remaining will be covered by thermoplastic longitudinal pavement markings.

00744.75 Correction of Pavement Roughness - Correct equipment or paving operation procedures when tests show the pavement smoothness does not comply with 00744.70. In addition, do the following:

(a) Methods - Correct surface roughness to the required tolerances, using one of the following methods as approved by the Engineer:

- Remove and replace the wearing surface lift.
- Profile to a maximum depth of 0.3 inch with abrasive grinders equipped with a cutting head comprised of multiple diamond blades, and apply an emulsion fog seal as directed.

(b) Time Limit - Complete correction of all surface roughness within 14 calendar days following notification, unless otherwise directed.

00744.76 Cleanup - Clean and remove all excess asphalt, debris and tack from all facilities including but not limited to manhole covers, valve boxes, catch basins, gutter and curb faces.

Keep a sweeper on site at all times to sweep areas as needed and as directed.

Measurement

00744.80 Measurement - The quantities of ACP will be measured on the weight basis.

No deductions will be made for asphalt cement, mineral filler, lime, anti-strip, fibers or any other additive used in the mixture.

Payment

00744.90 Payment - The accepted quantities of ACP incorporated into the project, whether or not recycled materials are used, will be paid for at the Contract unit price, per ton, for the item "Level_____, _____ ACP Mixture _____".

The following will be inserted in the blanks:

- The level of ACP (1, 2, 3) will be inserted in the first blank.
- The type of ACP (1/2 inch, 3/8 inch, 1/4 inch), will be inserted in the second blank.
- The words "in Leveling", "in Temporary", "in Leveling and Temporary", or "with Fibers" will be inserted in the third blank when applicable.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified. Payment includes furnishing and placing temporary asphalt placed to open the roadway to traffic. Payment also includes ACP mixture constructed in leveling and to establish new finish grade surfaces as shown in the Plans.

Payment for ACP placed in roadway restoration areas and trench patching shall be paid under the applicable asphalt bid item.

No separate or additional payment will be made for:

- Asphalt tack coat
- Asphalt cement, mineral filler, lime, and anti-stripping or other additives
- ACP mixture placed in leveling
- Sawing, cleaning, and filling joints on bridge deck overlays
- Fiber reinforcement when specified
- Work completed at night
- Quality Control Testing
- Sealing edges or joints created during paving operations

When delays in asphalt mix delivery to the paver exceed 30 minutes and if in the Engineer's opinion the delays are within the control of the Contractor, the following payment provisions shall apply:

- Greater than 30 minutes – 5% bid item payment deduction of quantity in previous load
- Greater than 45 minutes – 10% bid item payment deduction of quantity in previous load
- Greater than 60 minutes – Rejection of previous load, suspension of operations and asphalt subject to corrective action

END OF SECTION

SECTION 00748 – ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications modified as follows:

00748.40(a) Confirmation of Subgrade Suitability – Add the following subsection:

Where subgrade or aggregate is exposed from grinding or repair operations and prior to paving, test the stability of the exposed material in the presence of the inspector by either foundation probe or proof roll. Subgrade that is found to be unsatisfactory is subject to additional rehabilitation at the discretion of the Engineer.

00748.80 Measurement – Supplement this section with the following:

The Engineer will delineate repair areas in the field prior to the Contractor completing work under this section for pavements receiving an asphalt overlay. The Engineer will delineate repair areas in the field prior to overlay or following the cold plane pavement removal and initial sweeping for pavements being inlaid. Measurement of repair areas will be based on the actual measurements delineated by the Engineer. No adjustment to the measurements will be made if the Contractor elects to remove additional area based on available equipment sizes and limitations.

00748.90 Payment – Replace the first sentence with the following:

The accepted quantities of asphalt concrete Pavement repair will be paid for at the Contract unit price, per square yard, for the item "____ Inch Asphalt Concrete Pavement Repair."

00748.90 Payment – Add the following:

No separate or additional payment will be made for sawcutting existing pavements associated with this work.

END OF SECTION

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

Comply with Section 00850 of the Standard Specifications modified as follows:

00850.30 Manufacturer's Representative - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place pavement markings only when the pavement is ready for the pavement marking material according to the manufacturer's installation instructions.

00850.43 Prepare and Prime Pavement – Add the following to the end of this subsection:

Install pavement markings within ten calendar days of paving operations.

END OF SECTION

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications modified as follows:

00855.40(a) General – Add the following to the end of this subsection:

Replace fire hydrant reflectors with one reflective Type IAR bi-directional blue marker, installed 1 foot from the centerline of pavement toward the fire hydrant.

END OF SECTION

SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 00865 of the Standard Specifications modified as follows:

00865.40 General – Add the following to the end of this subsection:

The skid resistance of the pavement marking shall equal or exceed the skid resistance of the adjacent pavement in both wet and dry conditions.

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

Only Method AB shall be used.

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

END OF SECTION

SECTION 00867 – TRANSVERSE PAVEMENT MARKINGS – LEGENDS AND BARS

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

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

- a) Type C: Cold-Applied Plastic Film
- b) Type D: Methyl Metacrylate

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

Contractor to place markings as follows:

- a) Stop Bar: 12"-wide or 24"-wide white thermoplastic bars where a stop sign is present or as directed by the Engineer, in accordance with ODOT standard drawing TM503.
- b) Turn Lane Markings: Install all left turn lane markings with white thermoplastic arrows as instructed by the City per ODOT Std Detail TM 501 item LA.
- c) Crosswalks: Install all marked crosswalks with 24"-wide by 10'-long white thermoplastic staggered continental crosswalk bars as instructed by the City per ODOT Std Detail TM503 item CW-SC.
- d) Bike Lane Standard Stencils: Install all bike lane stencils with white thermoplastic as instructed by the City per ODOT Std Detail TM 503 item BS.
- e) Contractor to install all other markings as shown on the plans.
- f) Engineer to verify location and extents of all markings prior to application.

END OF SECTION

PLANS, DRAWINGS AND EXHIBITS