

## CONSTRUCTION SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its PUBLIC WORKS, hereinafter referred to as the "County", and LEGACY CONTRACTING INC. , an Oregon corporation whose Federal Employer Identification No. is 80-0335364, hereinafter referred to as the "Contractor".

### RECITALS

WHEREAS, The County requires the services of a construction services contractor for the NE RIBBON RIDGE RD BRIDGE MAINTENANCE BUNDLE Project (the "Project"); and

WHEREAS, The Contractor possesses the knowledge, qualifications, and experience to perform the work required for, the Project; and

WHEREAS, A procurement of the construction services described herein was done in compliance with ORS 279C and YCR Division 49; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

### AGREEMENT

1. **COMMENCEMENT AND COMPLETION DATE.** This Contract shall become effective, and the Work required hereunder shall commence, upon the County's issuance of a *Notice to Proceed*. The Work must be completed no later than OCTOBER 30TH, 2024 unless the deadline is extended or otherwise modified pursuant to Section 8.
  - a. **Penalty For Failure to Meet Deadline.** The parties agree that the County has a substantial interest in the timely completion of the Project and all Work to be performed under this Contract in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of the Contractor to complete Work under this Contract in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate the County's damages for the Contractor's failure to complete the Project and all Work on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to the County the sum of **\$500.00** per day for each calendar day to commence on the first calendar day after the required completion date under this Contract and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.
2. **CONSIDERATION.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed \$343,183.95. The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized a County representative.
  - a. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to,

retirement, health insurance, workers' compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County's payment of compensation hereunder to Contractor.

3. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The Contractor agrees to perform, to the satisfaction of the County, the Work as detailed in the Project's design, plans, and specifications (the "Contract Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the construction and any related services required by or reasonably inferred from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the Contractor's duties herein within the term of the Contract.
- a. Additional Work Obligations. Additional Work obligations of the Contractor include the following:
- i. The Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Contract Documents, including, but not limited to, permits and licenses required for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. The Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Yamhill County, and its departments, divisions, members and employees.
  - ii. The Contractor shall keep on the Project site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the County and who shall represent the Contractor on the site. Directions given to the superintendent by the County's authorized representative shall be confirmed in writing provided to the Contractor by the County.
  - iii. The Contractor shall prepare, review for compliance with the Contract Documents, approve, and submit to the County drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors.
  - iv. The Contractor shall confine equipment, storage of materials, and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits, or directions of the County's authorized representative. The Contractor shall follow the County's authorized representative's instructions regarding use of premises, if any.

- v. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the Contractor in their solicitation response, attached hereto as Exhibit B and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit B, the provisions of this Contract shall prevail.
4. **WARRANTY OF WORK.** Neither the final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, the Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the County, except for latent defects which will be remedied by the Contractor at any time they become apparent. The County shall give the Contractor notice of defects with reasonable promptness. The Contractor shall perform such warranty work within a reasonable time after the County's demand. If the Contractor fails to complete the warranty work within such period as the County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, the County may perform such work and the Contractor shall reimburse the County all costs of the same within ten (10) days after demand without affecting the Contractor's obligations.
5. **INDEPENDENT CONTRACTOR.** This agreement is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
6. **THE COUNTY'S RESPONSIBILITIES.**
  - a. GREG HAFFNER is the "Project Supervisor" for the County. The County shall provide contract administrative services for the Project through the Project Supervisor. The Project Supervisor may engage and delegate authority to such additional staff and professional and technical consultants as the County deems necessary to assist in performing its administrative tasks. The Contractor shall direct all Project communications to the County in accordance with the Contract Documents, or as the County directs in writing.
  - b. The Project Supervisor, and any designee, shall have free access to the Work and the job site at all times. The Contractor shall not carry-on Work except with the knowledge of the County and its Project Supervisor. The County may require special inspection or testing of any portion of the Work, whether it has been fabricated,

installed, or fully completed. Inspection or observation of Work shall not relieve the Contractor from any obligations herein. The Project Supervisor, and any designee, has authority to reject or accept any Work that does not conform to the Contract Documents.

- c. Except for those permits and fees that are the Contractor's responsibility under the Contract Documents, the County shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.

7. SUBCONTRACTORS.

- a. The County reserves the right to reject any subcontractor proposed that was not included in the Contractor's quote. Further, the Contractor shall not retain a subcontractor to which the County has a reasonable objection.
- b. The Contractor shall pay all subcontractors as required by the Contractor's contracts with those subcontractors. The Contractor agrees that the County has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of the Contractor or otherwise ensure that the Contractor makes full and timely payment to those subcontractors for services performed on the Project.
- c. The Contractor covenants and agrees to bind any and all subcontractor(s) for performance of Work under this Contract. Any reference to the Contractor herein shall include any and all subcontractor(s) ad infinitum.

8. CONTRACT MODIFICATIONS. Unless otherwise stipulated in the Contract Documents attached hereto, the County may modify this Contract as follows:

- a. Minor Changes in the Work. The County may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Contract sum or the Contract time. These minor changes may include details to clarify the work to be performed. Via e-mail or letter, the Contractor must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
- b. Change Order Procedures. Either the County or the Contractor may initiate a request for proposed changes in Work to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in work, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The Contractor must then sign form and submit it to the County for final approval and authorization.
- c. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and the Yamhill County Public Contracting Rules. For anticipated amendments, this Contract may be amended only in accordance with and to the extent provided in the original solicitation document. No amendment shall bind either party unless in writing and signed by both parties.

9. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay

promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

10. **HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.**
  - a. Pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
  - b. Pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
  - c. Pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
  - d. Pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.
  
11. **WORKERS' COMPENSATION.** If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.
  
12. **COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.
  
13. **COMPLIANCE WITH PROCUREMENT STATUTES.** The Contractor shall comply with the following statutory regulations pertaining to public construction contracts:

- a. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in this Contract. ORS 279C.505(1)(a).
- b. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or first-tier subcontractor incurred in the performance of this Contract. ORS 279C.505(1)(b).
- c. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
- d. The Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617. ORS 279C.505(1)(d).
- e. The Contractor shall demonstrate upon request that an employee drug testing program is in place. ORS 279C.505(2).
- f. The Contractor shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
- g. The Contractor and any subcontractor shall promptly pay, as due, all persons supplying labor and services furnished to the Contractor or first-tier subcontractor by any person in connection with this Contract as the claim becomes due. If the Contractor or subcontractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the Contract. ORS 279C.515(1).
- h. The Contractor and/or any first-tier subcontractor shall make payment to any person furnish labor or materials in connection with this Contract within 30 days after receipt of payment from the County or the Contractor. The Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
- i. The Contractor or any subcontractor shall make payment to any person furnishing labor or materials in connection with this Contract. The person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).
- j. The Contractor and any subcontractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the Work under the Contract. ORS 279C.525.
- k. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services, or the needed care and attention incident to sickness or injury, to the employees of the Contract, of all sums that the Contractor agrees to pay for the services and all

moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).

- l. If the Contractor is a subject employer, the Contractor shall comply with ORS 656.017. ORS 279C.530(2).
- m. No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday specified in ORS 279C.540.
- n. The Contractor shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. The Contractor shall comply with ORS 279C.550 through 279C.570 regarding withholding of retainage. The withholding of retainage by the Contractor shall be in accordance with ORS 701.420 and 701.430.
- p. The Contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- q. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: (i) a payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the County; and (ii) an interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the Contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. The Contractor and any subcontractor shall comply with ORS 279C.605 regarding Notice of Claim.
- s. The Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts. ORS 279A.110
- t. Unless contrary to federal law, the Contractor shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- u. Unless contrary to federal law, the Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- v. The following notice is applicable to contractors who perform excavation work:  

*ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.*

## 14. PREVAILING WAGE REGULATIONS.

- a. This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:
  - [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)
    - Prevailing Wage Rates for Public Works Contracts in Oregon issued January 2024.
    - Prevailing Wage Rates Apprenticeship Rates issued January 2024.
- b. The Contractor shall provide the County with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010
- c. The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)
- d. Workers employed under this Contract shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
- e. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)
- f. If the Contractor fails to pay for labor and services, the County can pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- g. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
- h. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
- i. 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 the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- j. The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)
- k. The Contractor shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.

## 15. RETAINAGE BY THE COUNTY. The County may reserve as retainage from any progress payment an amount not to exceed five (5) percent of the payment. As Work progresses, the County may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the County's opinion, such Work is progressing satisfactorily. Any retainage reserved by the County shall be withheld and released in accordance with ORS 279C.550 to 279C.580.

- a. If the Contract exceeds \$500,000, the County may place amounts deducted as retainage into an interest-bearing escrow account, and if it does, any interest on the

retainage amount will be paid to the Contractor. In accordance with ORS 279C.5570(2), such interest shall accrue from the date the payment request is approved by the County until the date the retainage is paid to the Contractor to which it is due.

16. **INDEMNIFICATION.** The Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the Contractor in connection with the performance of any services required hereunder. The Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.
- a. Environmental Contamination. The Contractor will be held responsible for and shall indemnify, defend (with counsel of the County's choice) and hold harmless the County from and against any costs, expenses, damages, claims, and causes of action, including attorney fees, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed to, the negligence or actions of Contractor or its personnel, agents, or subcontractors or any failure to perform in accordance with the Contract Documents, except to the extent otherwise void under ORS 30.140.
17. **RISK OF LOSS.** The risk of loss or damage to the subject matter of this Contract arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted the work and services as provided in this Contract.
18. **INSURANCE.** The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
- a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of the Contractor;
  - b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder; and
  - c. Additional Insurance Requirements:
    - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
    - ii. Insurance coverage shall apply on a primary and non-contributory basis.
    - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall

provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

19. **BONDS REQUIRED.**

- a. Performance and Payment Security. The Contractor shall furnish bonds issued by a surety approved by the County covering faithful performance of this Contract and payment of obligations arising thereunder. The cost of the bonds shall be equal to 100 percent of the Contract's total not-to-exceed amount. The Contractor shall deliver the required bonds to the County not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- b. Public Works Bond. Throughout the term of the Contract, the Contractor shall have on file with the Construction Contractors Board a public works bond in compliance with ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the subcontractor has filed a public works bond before permitting the subcontractor to start Work.

20. **TERMINATION.**

- a. County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. County's Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:
  - i. The Contractor breaches any of the provisions of this Contract;

- ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
    - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
    - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or the County is prohibited from paying for such services from the planned funding source.
  - c. Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
21. **FORCE MAJEURE**. Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.
22. **ASSIGNMENT; DELEGATION; SUCCESSOR**. The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
23. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES**. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's own attorney fees, costs, and disbursements at all times including appeals.
24. **RECORDS**. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document the Contractor's performance hereunder. The Contractor acknowledges and

agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

25. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: PUBLIC WORKS  
ATTN: GREG HAFFNER  
2060 NE LAFAYETTE AVE  
McMinnville, Oregon 97128  
HAFFNERG@YAMHILLCOUNTY.GOV

Contractor: LEGACY CONTRACTING, INC.  
ATTN: JEFF HOWELL  
41850 KINGSTON-JORDAN RD  
STAYTON, OR 97383  
JEFFH@LEGACYCONTRACTINGINC.COM

26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
27. TAX CERTIFICATION. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
28. WAIVER. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
29. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings,

agreements, or representations, oral or written, not specified herein regarding this agreement.

30. COUNTERPARTS. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
31. SEVERABILITY. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
32. SURVIVAL. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

**CONTRACTOR**

Signature *Jeff Howell*

Name (printed) Jeff Howell

Title President

Date 5/28/2024

**YAMHILL COUNTY**

DocuSigned by:  
*Lindsay Berschauer*  
1E3542C0E2074D7...  
Chair, LINDSAY BERSCHAUER

DocuSigned by:  
*Mary Starrett*  
389C108B9CFC411...  
Commissioner, MARY STARRETT

DocuSigned by:  
*Kit Johnston*  
13D18EA2D8734D9...  
Commissioner, KIT JOHNSTON

6/13/2024  
Date

APPROVED AS TO FORM:

DocuSigned by:  
By: *Jodi Gollehon*  
1B2A1369424542B  
JODI GOLLEHON, ASST. COUNTY COUNCIL II

APPROVED AS TO CONTENT:

By: *Mark Lago*  
MARK LAGO, PUBLIC WORKS DIRECTOR

**Approved by the BOC on: 6/13/24**  
**via Board Order No.: 24-158**

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
A01	TITLE SHEET
EA01	DETOUR PLAN
EA02	TEMPORARY SIGN DETAILS
EB01	TRAFFIC CONTROL

BRIDGE NO. 11660

SHEET NO.	DESCRIPTION
JA01	PLAN AND ELEVATION
JA02	BENT 1 PLAN AND ELEVATION
JA03	BENT 2 PLAN AND ELEVATION
JA04	BENT 2 STEEL CAP REPLACEMENT
JA05	PILE REPAIR DETAILS

BRIDGE NO. 11676

SHEET NO.	DESCRIPTION
JB01	PLAN AND ELEVATION
JB02	BENT 1 PLAN AND ELEVATION
JB03	BENT 2 PLAN AND ELEVATION
JB04	BENT 1 STEEL CAP REPLACEMENT DETAILS

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

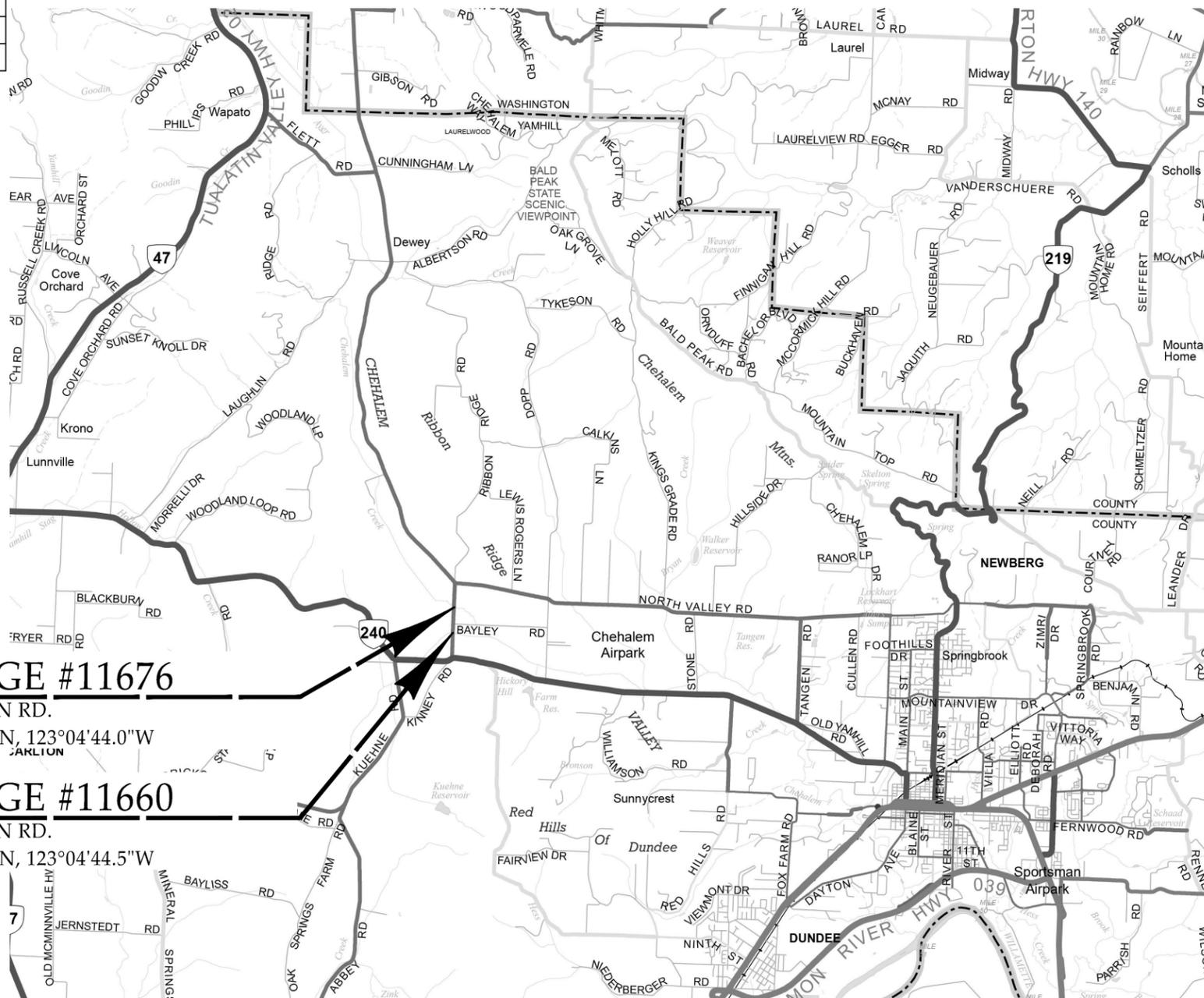
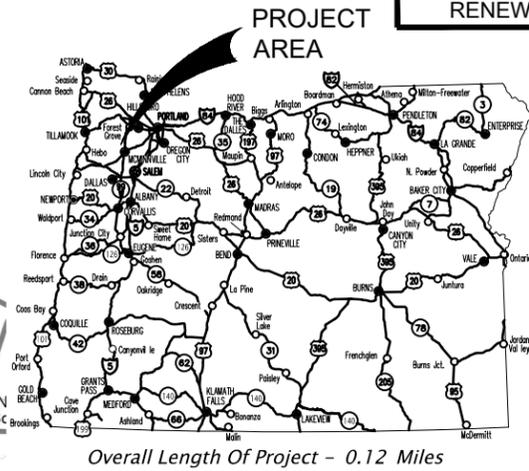
# YAMHILL COUNTY ROAD DEPARTMENT

PLANS FOR PROPOSED PROJECT

GRADING, STRUCTURES, PAVING & EROSION CONTROL

## NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE

YAMHILL COUNTY  
 MARCH 2024



**BRIDGE #11676**

NE RIBBON RD.

45°19'44.2"N, 123°04'44.0"W

**BRIDGE #11660**

NE RIBBON RD.

45°19'30.0"N, 123°04'44.5"W



**EXHIBIT A  
 BO 24-158**

T.2S., R. 4W., W.M.

NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE

YAMHILL COUNTY PUBLIC WORKS

TITLE SHEET

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ BY: CK

NO. DATE REVISION



**DAVID EVANS AND ASSOCIATES INC.**  
 5121 Skyline Village Loop S, Suite 200  
 Salem, OR 97306  
 Phone: 503.361.8635

CHECKED BY: T. KINNEY  
 DESIGNED BY: P. MCCOY  
 DRAWN BY: C. SCHREINER

SUBMITTAL DATE: 03/2024

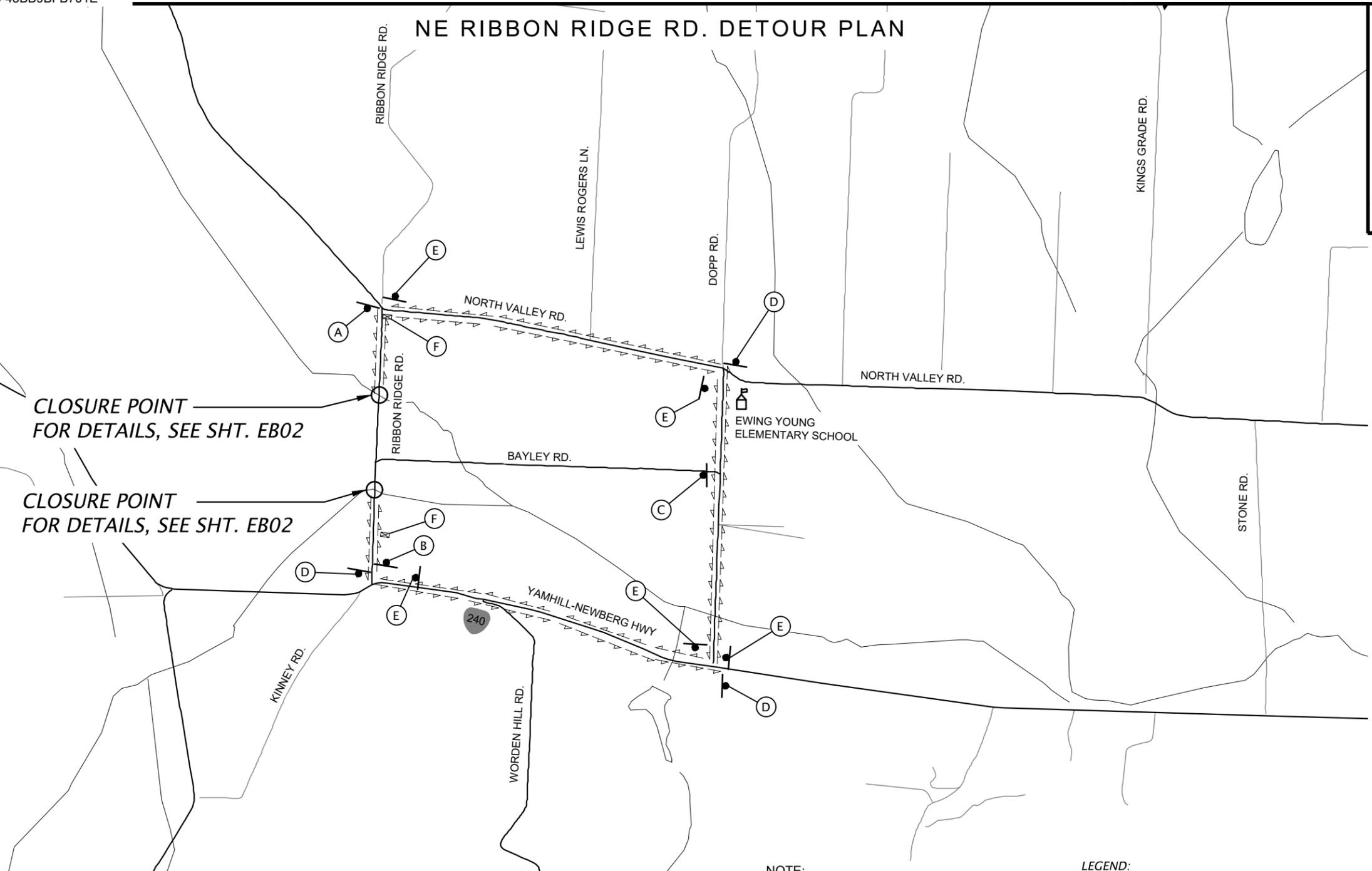
ODOT STRUCTURE NO.  
**11660 & 11676**

SHEET NO.

**A01**

Plot Date: 3/21/2024 11:09 AM By: Cory Schreiner  
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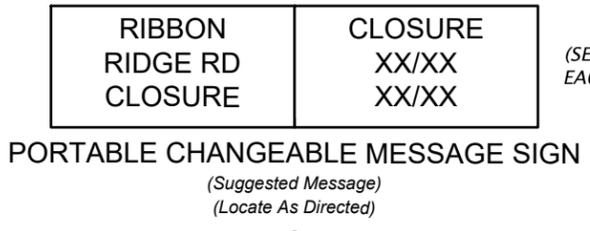
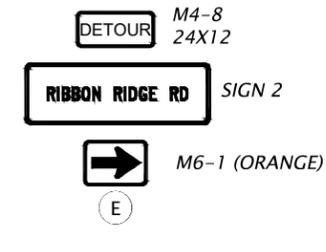
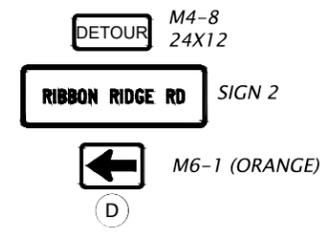
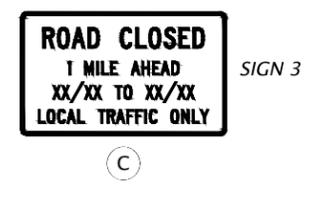
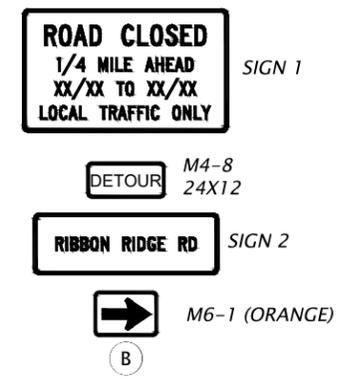
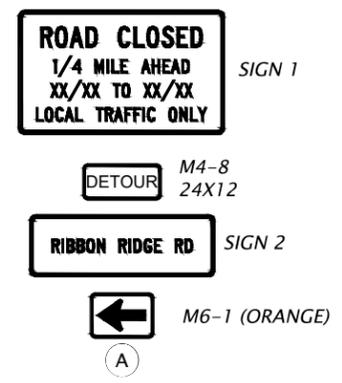
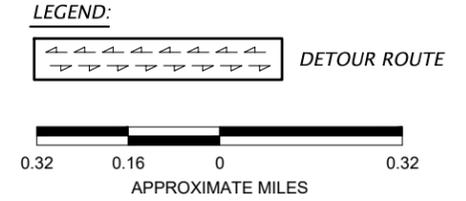
# NE RIBBON RIDGE RD. DETOUR PLAN



CLOSURE POINT  
FOR DETAILS, SEE SHT. EB02

CLOSURE POINT  
FOR DETAILS, SEE SHT. EB02

NOTE:  
BAYLEY ROAD IS RESTRICTED TO  
VEHICLES 10 TONS OR LESS



NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
YAMHILL COUNTY PUBLIC WORKS  
OREGON  
YAMHILL COUNTY  
**DETOUR PLAN**

REVIEWED BY:	DATE:	BY:
NO.	DATE	REVISION

**DAVID EVANS AND ASSOCIATES INC.**  
5121 Skyline Village Loop S., Suite 200  
Salem, OR 97306  
Phone: 503.361.8635

CHECKED BY: D. FILIPENKO  
DESIGNED BY: S. SINCLAIR  
DRAWN BY: T. DEFORD

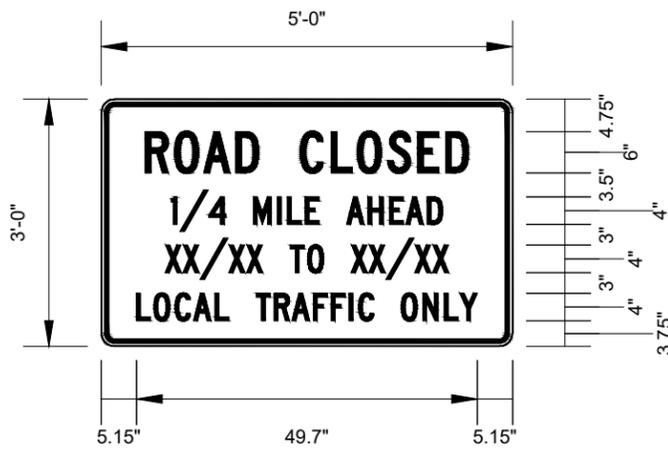
SUBMITTAL DATE: 03/2024

STRUCTURE NO.  
**11660**

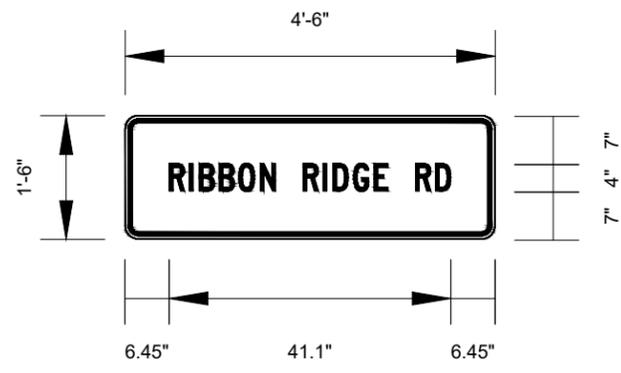
SHEET NO.  
**EA01**

**EXHIBIT A**  
**BO 24-158**

Plot Date: 3/21/2024 1:37 PM  
 Save Date: 3/20/2024 5:11 PM  
 By: Trevor DeFord  
 File: P:\YAMHILL\00000270400CAD\SHETS\RHIT-FL-YAMHILL\0027-RIBBON\_RIDGE-EA02.dwg



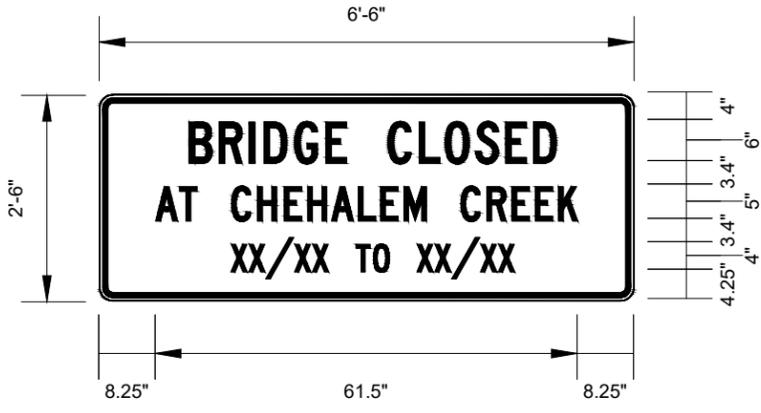
SIGN 1  
(SEE NOTE 1)



SIGN 2



SIGN 3  
(SEE NOTE 1)



SIGN 4  
(SEE NOTE 1)



OREGON  
YAMHILL COUNTY  
**TEMPORARY SIGN DETAILS**  
YAMHILL COUNTY PUBLIC WORKS  
NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE

NO.	DATE	REVISION	BY	CHK



CHECKED BY: D. FILIPENKO  
DESIGNED BY: S. SINCLAIR  
DRAWN BY: T. DEFORD  
SUBMITTAL DATE: 03/2024  
STRUCTURE NO.

SHEET NO.  
**EA02**

**NOTE:**

- REPLACE DATE RANGE (SHOWN XX/XX TO XX/XX) WITH ACTUAL CLOSURE DATES. INSTALL A MINIMUM OF 14 DAYS PRIOR TO CLOSURE.

**EXHIBIT A  
BO 24-158**

# NE RIBBON RIDGE RD. - FULL CLOSURE

### NOTES:

- SIGNS AND OTHER TRAFFIC CONTROL DEVICES (TCD) SHOWN ARE MIN. REQUIRED. ADJUSTMENT OF TEMP. TCD MAY BE REQUIRED TO ACCOMMODATE EXTG. FIELD CONDITIONS. ADDITIONAL TRAFFIC CONTROL MEASURES (TCM) MAY BE REQUIRED.
- TRAFFIC CONTROL DEVICES (TCD) SPACING NOT SHOWN ON THE PLANS SHALL FOLLOW THE "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" AND "MINIMUM LENGTHS TABLE" ON STD. DWG. TM800.

### CONSTRUCTION STAGING

NE RIBBON RIDGE RD. - FULL ROAD CLOSURE - 30 CALENDAR DAYS MAXIMUM  
 (DETOUR IN PLACE. FOR DETAILS, SEE SHT. EA01)  
 PLACE DETOUR NO SOONER THAN JUNE 15TH AND REMOVE BEFORE SEPTEMBER 2ND.

### LEGEND



WORK ZONE



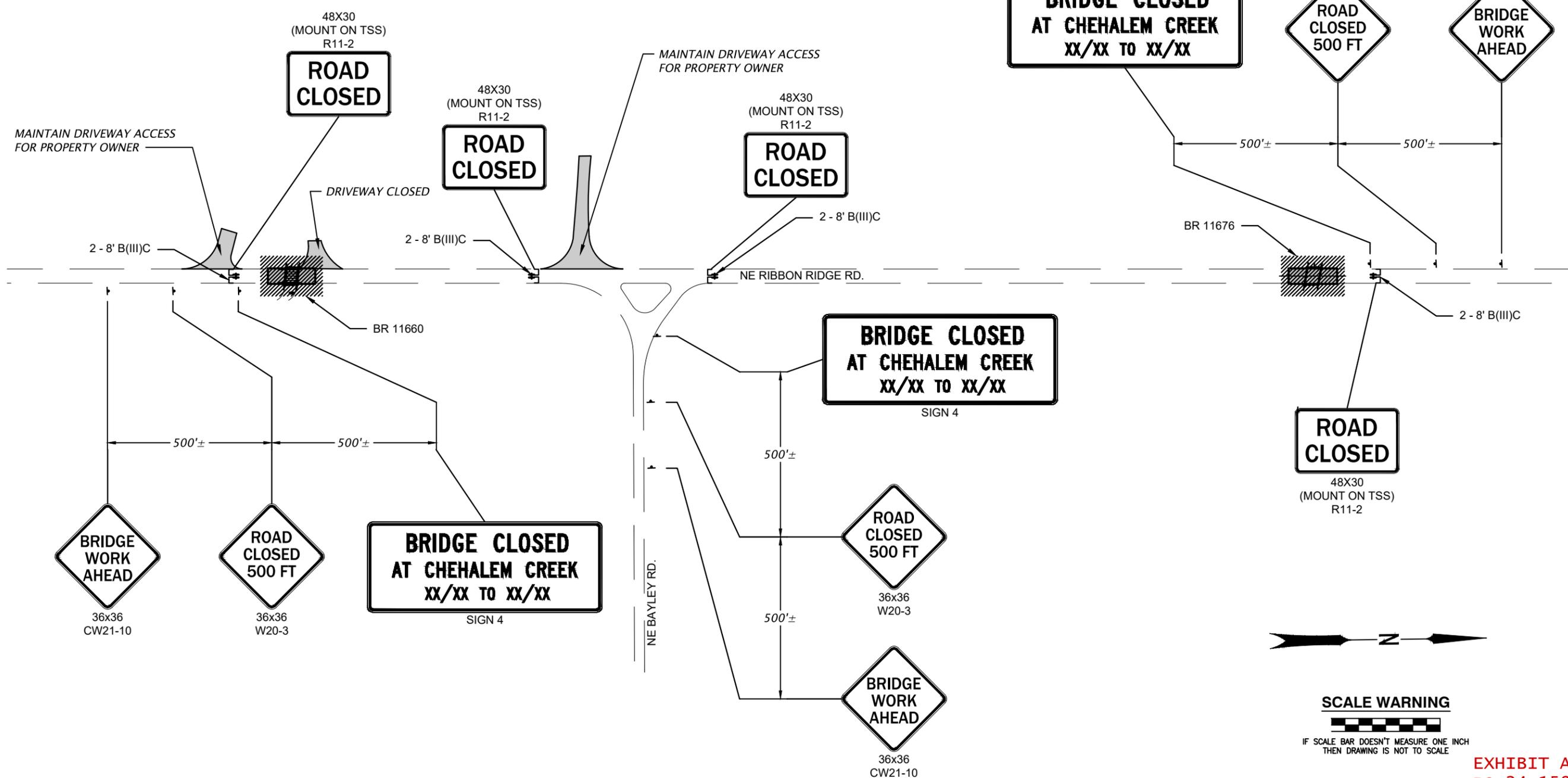
TEMP. SIGN SUPPORT (TSS)



TEMP. SIGN ON POST



TEMP. BARRICADE (TYPE III)



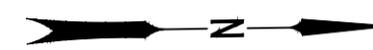
NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
 YAMHILL COUNTY PUBLIC WORKS  
 TRAFFIC CONTROL  
 YAMHILL COUNTY  
 OREGON

NO.	DATE	REVISION

**DAVID EVANS AND ASSOCIATES INC.**  
 5121 Skyline Village Loop S., Suite 200  
 Salem, OR 97306  
 Phone: 503.361.8635

CHECKED BY: D. FILIPENKO  
 DESIGNED BY: S. SINCLAIR  
 DRAWN BY: T. DEFORD  
 SUBMITTAL DATE: 03/2024

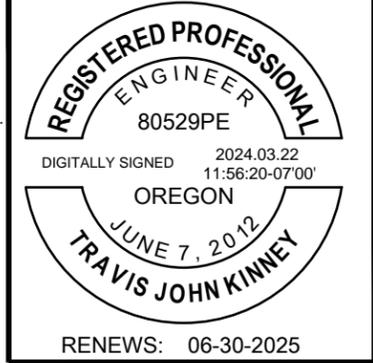
STRUCTURE NO.  
**11660**  
 SHEET NO.  
**EB01**



**SCALE WARNING**  
 IF SCALE BAR DOESN'T MEASURE ONE INCH THEN DRAWING IS NOT TO SCALE

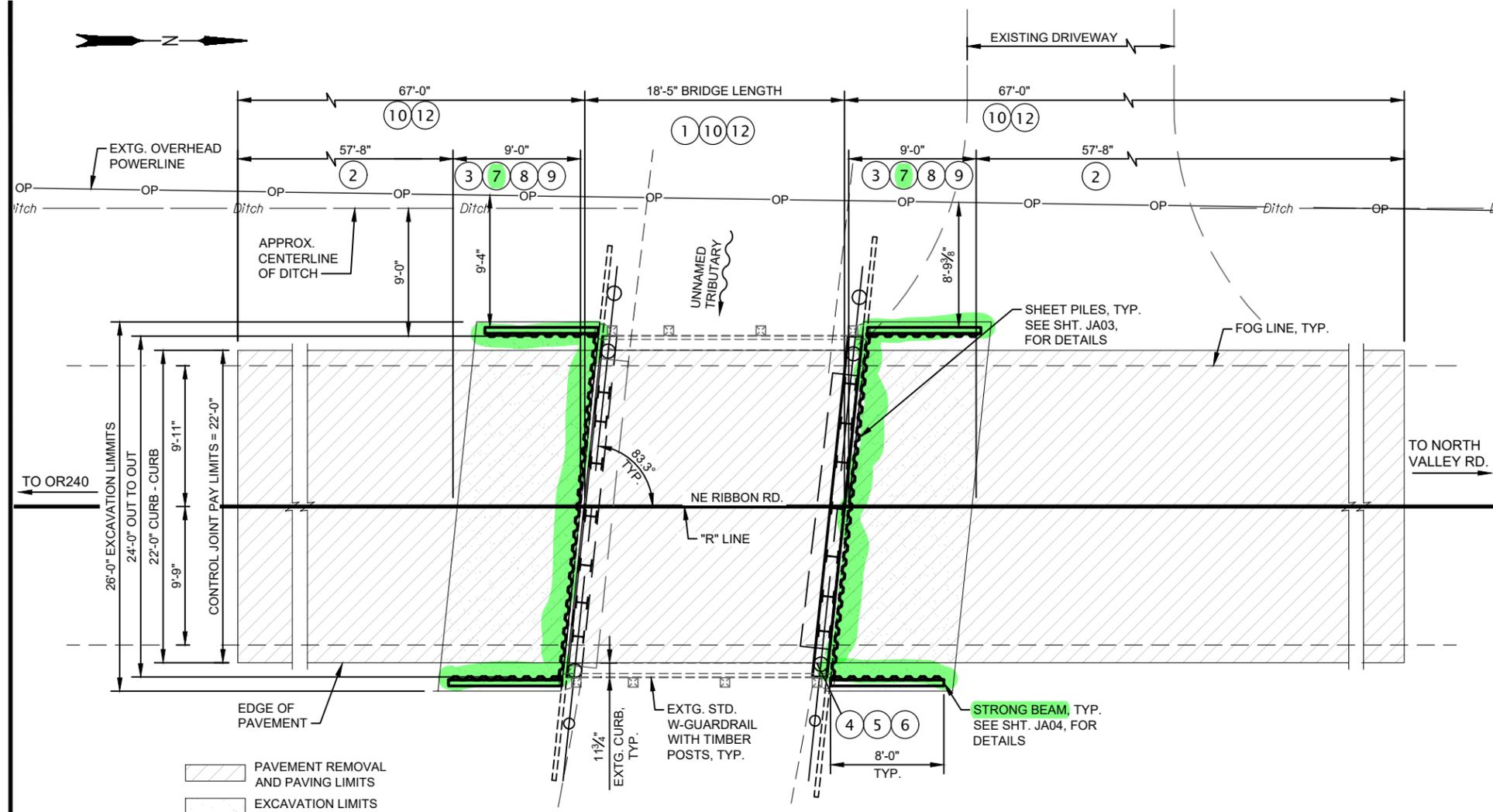
**EXHIBIT A**  
**BO 24-158**

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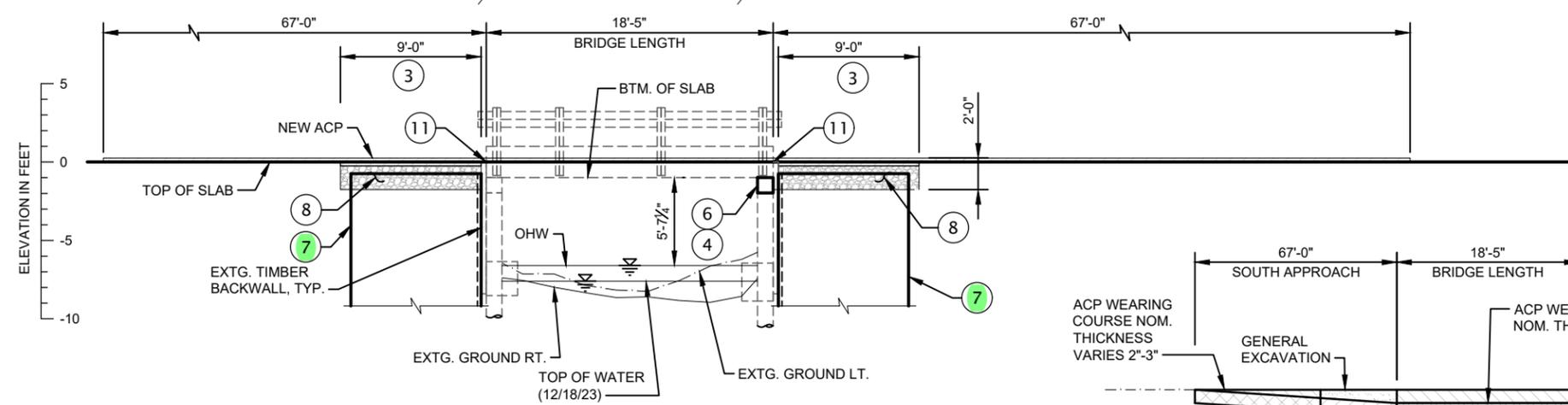


GENERAL NOTES:  
 PROVIDE ALL MATERIALS AND PERFORM ALL WORK ACCORDING TO THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION 2024.  
 FIELD VERIFY EXISTING ACP DEPTH BEFORE PROCEEDING WITH ACP REMOVAL. DIMENSIONS AND FIELD CONDITIONS MAY VARY.  
 DIMENSIONS SHOWN ARE APPROXIMATE. FIELD VERIFY BEFORE CONSTRUCTION.  
 FIELD VERIFY BRIDGE LIMITS AND MARK CONTROL JOINT LOCATIONS FOR ENGINEER APPROVAL PRIOR TO PAVING OPERATIONS.

- WORK ITEMS:
- 1 BRIDGE DECK COLD PLANE PAVEMENT REMOVAL, (BDCPPR) 6" DEEP PER 00503. PROVIDE EDGE DETAIL PER ODOT STD. DWG. RD610.
  - 2 COLD PLANE PAVEMENT REMOVAL, 2"-6" DEEP PER 00620.
  - 3 GENERAL EXCAVATION.
  - 4 BRIDGE REMOVAL PER 00501, SEE SHEET JA03 & JA04.
  - 5 CONSTRUCT TIMBER PILE REPAIR, SEE SHEET JA03 & JA05.
  - 6 CONSTRUCT TIMBER CAP REPAIR, SEE SHEET JA03 & JA04.
  - 7 CONSTRUCT SHEET PILE ABUTMENT BACKWALL AND WINGWALLS. SEE SHEET JA02 & JA03
  - 8 CONSTRUCT AGGREGATE BASE, SEE ELEVATION THIS SHEET.
  - 9 CONSTRUCT LEVEL 2, 1/2" ACP BASE COURSE. SEE THIS SHEET FOR PAVING LIMITS.
  - 10 CONSTRUCT LEVEL 2, 1/2" ACP WEARING COURSE. SEE THIS SHEET FOR PAVING LIMITS.
  - 11 CONSTRUCT CONTROL JOINT, SEE DETAIL THIS SHEET.
  - 12 INSTALL LONGITUDINAL PAVEMENT MARKINGS - PAINT. CONTRACTOR TO FIELD MEASURE EXISTING LAYOUT AND REPLACE IN-KIND.

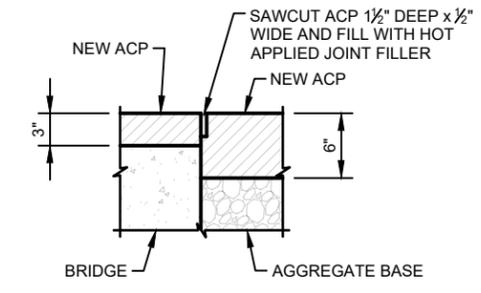


**PLAN - 11660**  
 SCALE: 1"=10'

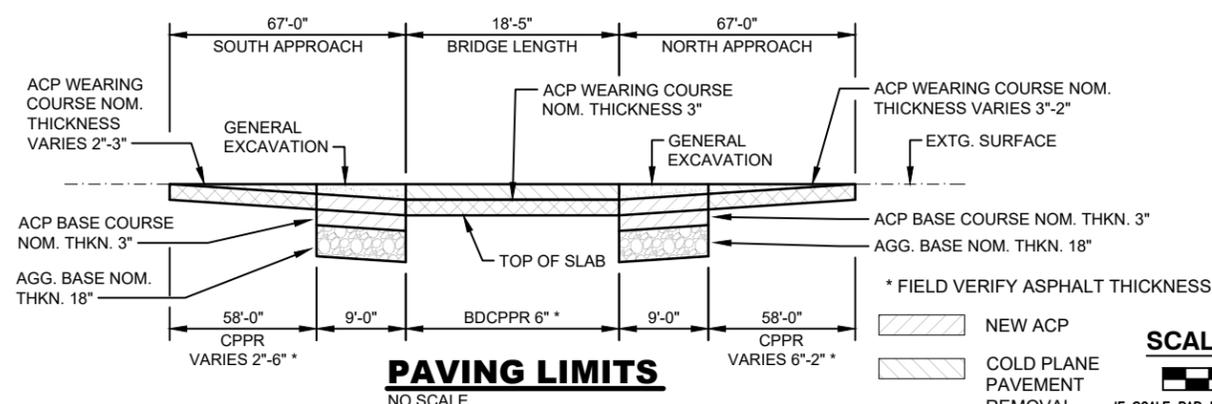


**ELEVATION - 11660**  
 SCALE: 1"=10'

NOTE:  
 CHANNEL WAS NEARLY DRY DURING THE ROUTINE BRIDGE INSPECTION ON AUGUST OF 2020. CONDITIONS ARE ANTICIPATED TO BE SIMILAR IN 2024.



**CONTROL JOINT DETAIL**  
 NO SCALE



**PAVING LIMITS**  
 NO SCALE

NEW ACP  
 COLD PLANE PAVEMENT REMOVAL

**SCALE WARNING**  
 IF SCALE BAR DOESN'T MEASURE ONE INCH THEN DRAWING IS NOT TO SCALE  
 ODOT B.D.S. DWG. NO. 111967

NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
 YAMHILL COUNTY PUBLIC WORKS  
**PLAN AND ELEVATION**  
 YAMHILL COUNTY  
 OREGON

REVIEWED BY:	REVIEW BY:	DATE:	BY:
NOI DATE:	REVISION:		

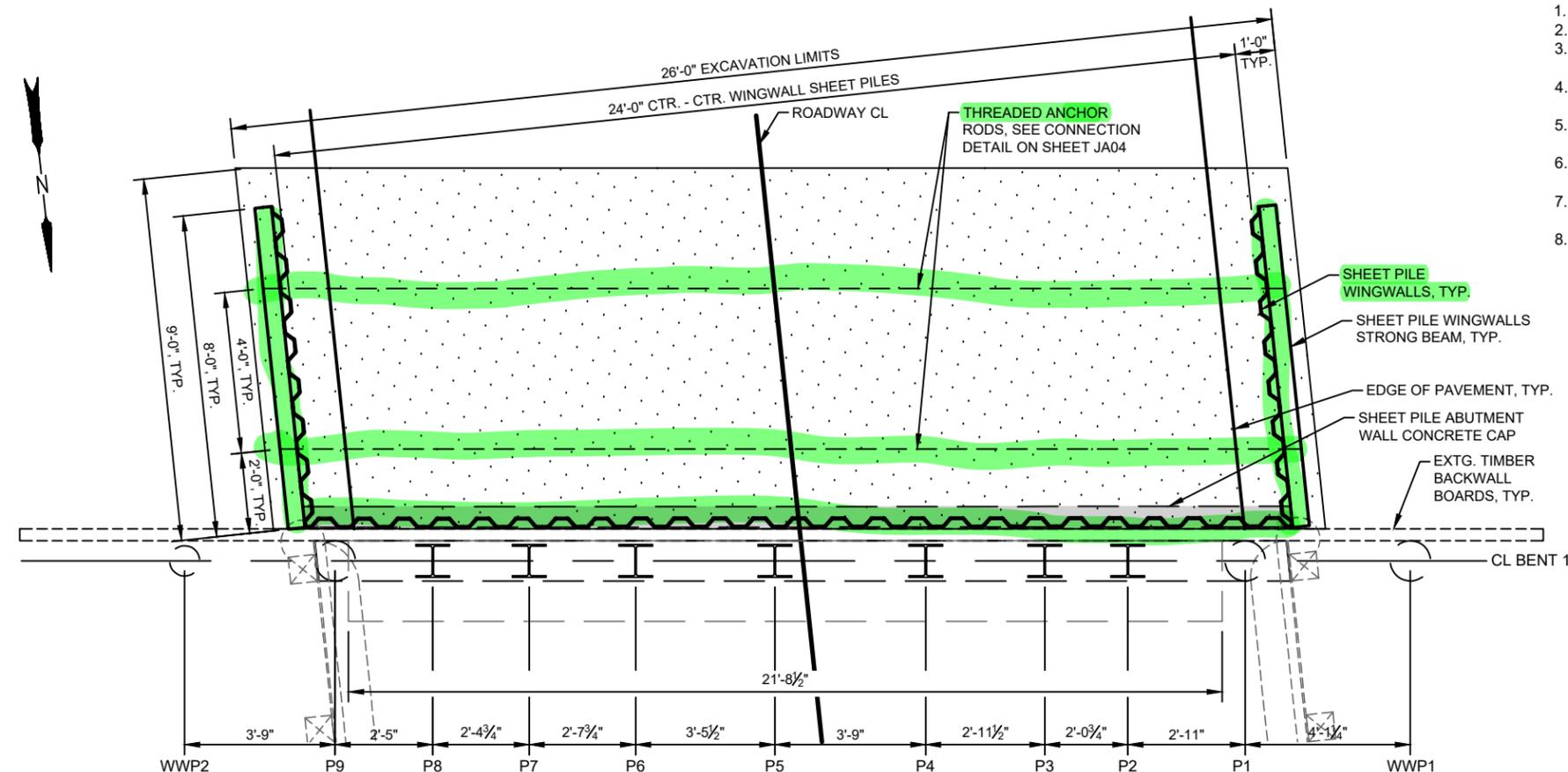
**DAVID EVANS AND ASSOCIATES INC.**  
 5121 Skyline Village Loop S, Suite 200  
 Salem, OR 97306  
 Phone: 503.361.8635

CHECKED BY: T. Kinney  
 DESIGNED BY: P. McCoy  
 DRAWN BY: C. Schreiner  
 SUBMITTAL DATE: 03/2024  
 ODOT STRUCTURE NO. **11660**  
 SHEET NO. **JA01**

Plot Date: 3/21/2024 11:10 AM  
 Save Date: 3/20/2024 1:19 PM  
 By: Cory Schreiner  
 File: P:\YAMHILL\0000027\0400CAD\SHSHEETS\EA01\_YAMX0027\_PEO1.dwg

ACCOMPANIED BY DWGS:  
 JA02-JA05, ODOT STD. DWGS. RD610

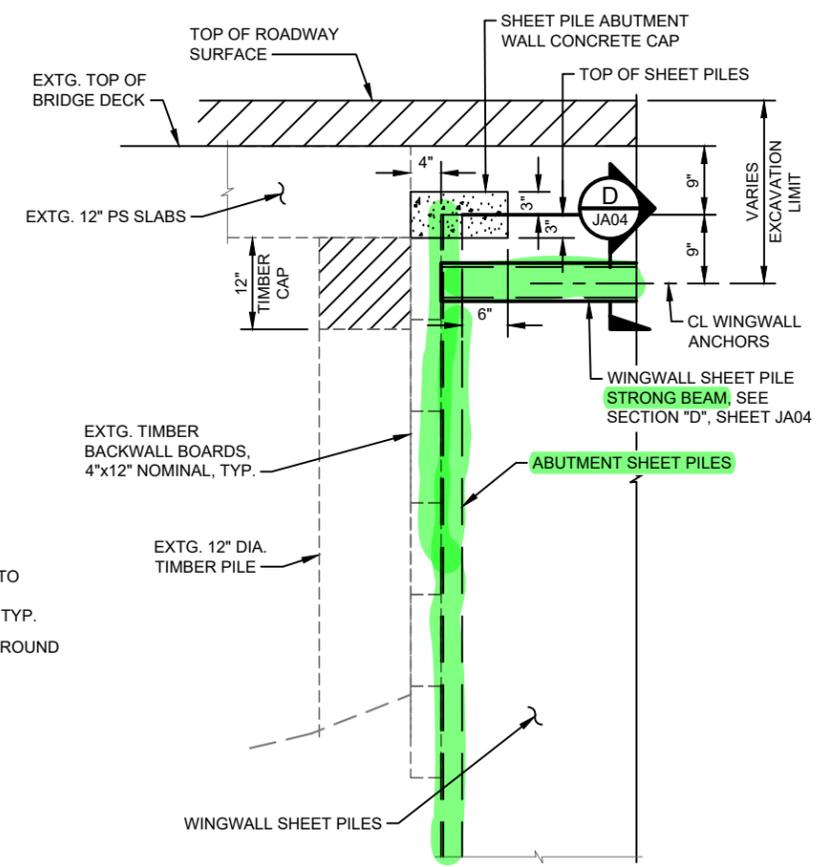
**EXHIBIT A  
 BO 24-158**



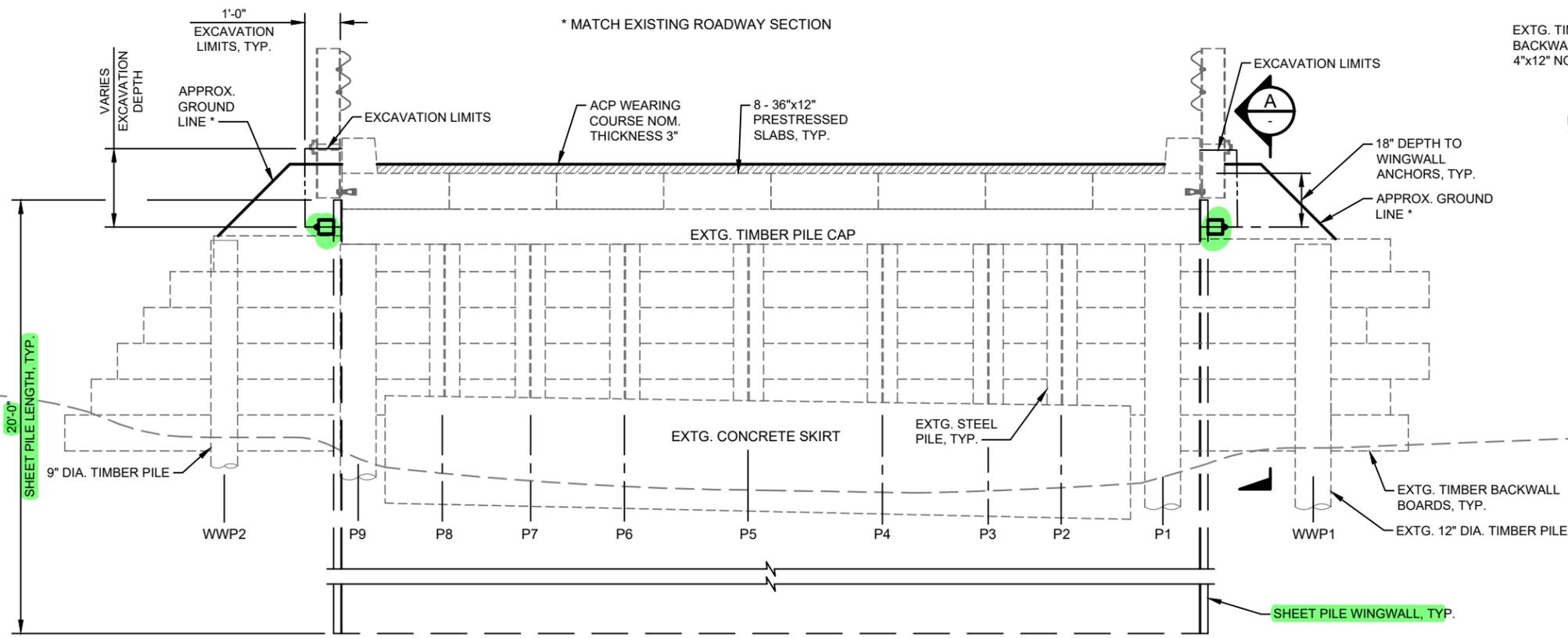
**PLAN - BENT 1**  
SCALE: 1/4"=1'-0"

- SHEET PILE CONSTRUCTION NOTES:**
1. EXCAVATE BRIDGE APPROACHES FOR SHEET PILE INSTALLATION.
  2. LOCATE EXISTING TIMBER BACKWALL PRIOR TO SHEET PILE INSTALLATION.
  3. REMOVE ANY TOP TIMBER BACKWALL BOARDS TO ALLOW SHEET PILE ABUTMENT WALL CONCRETE CAP CONSTRUCTION.
  4. PROVIDE ASTM A572 GR50 SHEET PILE OR APPROVED EQUAL WITH A MINIMUM ELASTIC SECTION MODULUS OF 16.87 IN<sup>3</sup>/FT.
  5. SHEET PILE SECTION DEPTH SHALL NOT EXCEED 1'-0" AND HAVE A MINIMUM THICKNESS OF 0.295 INCH.
  6. CONSTRUCT THE SHEET PILE ABUTMENT WALL CAP USING GENERAL STRUCTURAL CONCRETE, CLASS 3300.
  7. PROVIDE HIGH STRENGTH THREADED RODS CONFORMING TO ASTM A722 GRADE 150.
  8. ATTACH HSS STRONG BEAMS, ANCHOR RODS, AND FASTENERS TO WINGWALLS.

**REGISTERED PROFESSIONAL ENGINEER**  
80529PE  
**OREGON**  
JUNE 7, 2012  
**TRAVIS JOHN KINNEY**  
RENEWS: 06-30-2025



**SECTION A**  
SCALE: 1/2"=1'-0"  
(BENT 2 SIMILAR)



**ELEVATION - BENT 1**  
SCALE: 1/4"=1'-0"

OREGON  
 NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
 YAMHILL COUNTY PUBLIC WORKS  
**BENT 1 PLAN AND ELEVATION**  
 YAMHILL COUNTY

REVIEWED BY:	REVIEW BY:	DATE:	BY:
NO. DATE	REVISION		

**DAVID EVANS AND ASSOCIATES INC.**  
5121 Skyline Village Loop S, Suite 200  
Salem, OR 97306  
Phone: 503.361.8635

CHECKED BY: T. Kinney  
DESIGNED BY: P. McCoy  
DRAWN BY: C. Schreiner

SUBMITTAL DATE: 03/2024

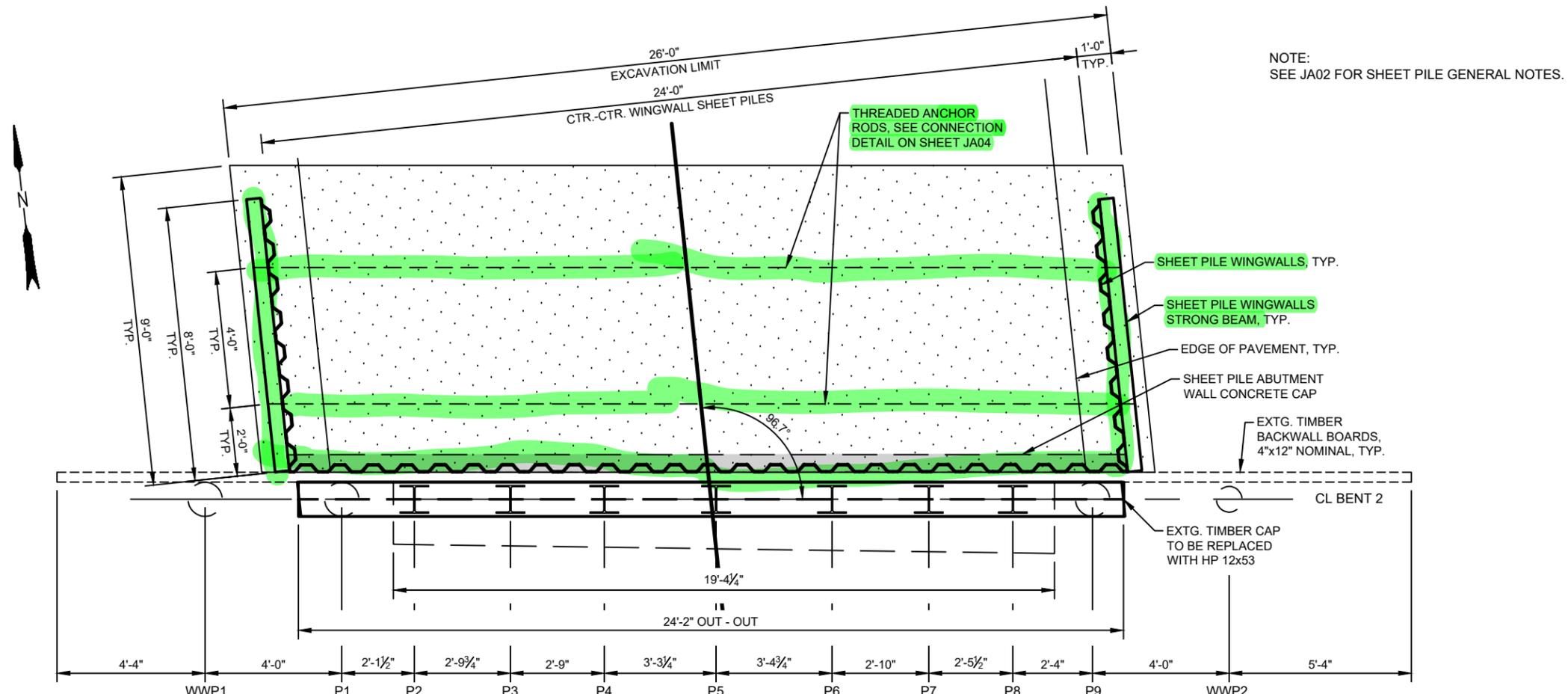
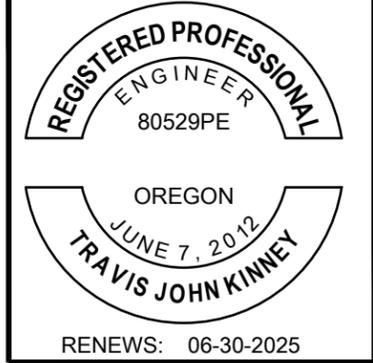
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**11660**

SHEET NO.  
**JA02**

**EXHIBIT A**  
**BO 24-158**

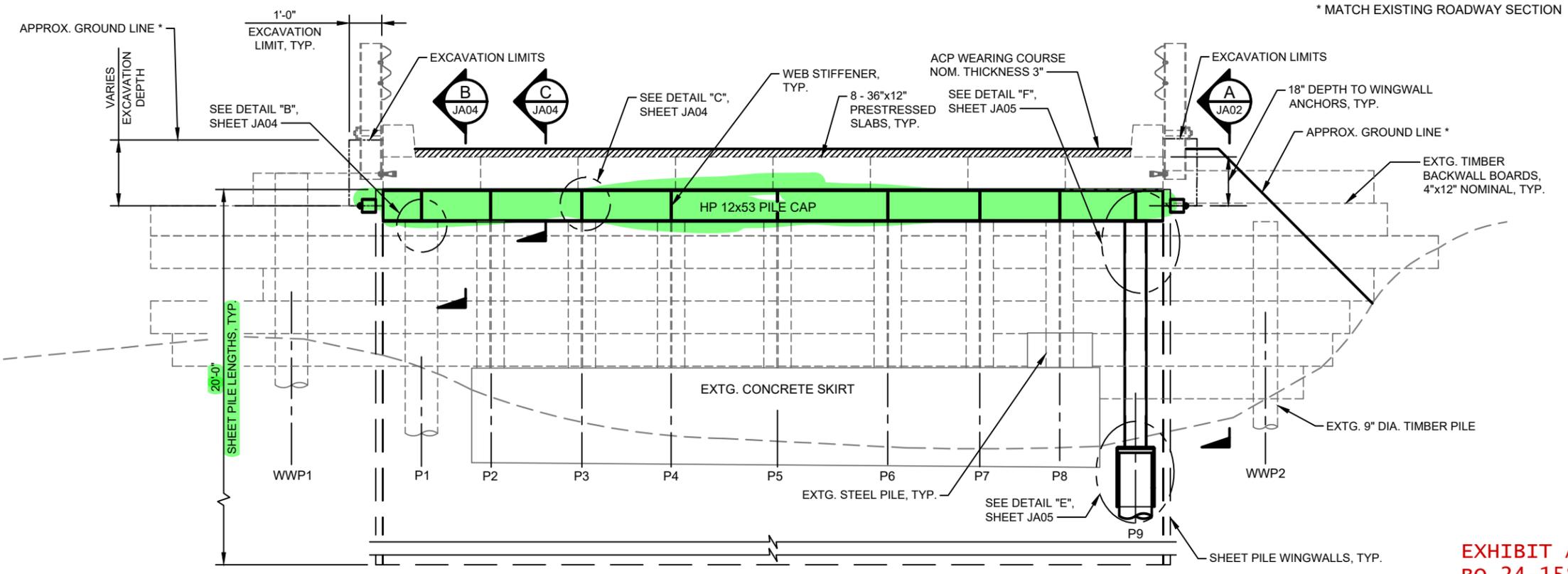
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IF SCALE BAR DOESN'T MEASURE ONE INCH THEN DRAWING IS NOT TO SCALE  
ODOT B.D.S. DWG. NO. 111968

Plot Date: 3/21/2024 11:11 AM  
 Save Date: 3/21/2024 10:57 AM  
 By: Cory Schreiner  
 File: P:\YAMHILL\000002704\00CAD\SHSHEET\EBJA02\_YAMX0027\_BT01.dwg



**PLAN - BENT 2**  
SCALE: 1/4"=1'-0"

NOTE:  
SEE JA02 FOR SHEET PILE GENERAL NOTES.



**ELEVATION - BENT 2**  
SCALE: 1/4"=1'-0"

NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
YAMHILL COUNTY PUBLIC WORKS  
**BENT 2 PLAN AND ELEVATION**  
YAMHILL COUNTY

REVISION TABLE

NO.	DATE	REVISION	BY

**DAVID EVANS AND ASSOCIATES INC.**  
5121 Skyline Village Loop S, Suite 200  
Salem, OR 97306  
Phone: 503.361.8635

CHECKED BY: T. Kinney  
DESIGNED BY: P. McCoy  
DRAWN BY: C. Schreiner

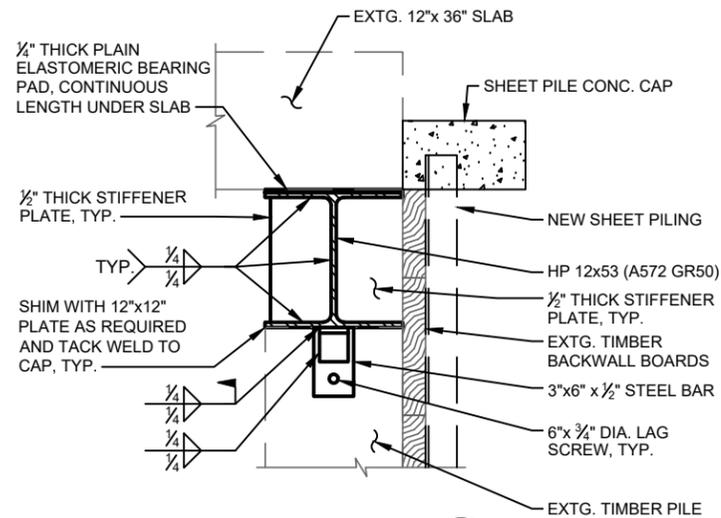
SUBMITTAL DATE: 03/2024  
ODOT STRUCTURE NO. 11660

SHEET NO. **JA03**

**EXHIBIT A**  
**BO 24-158**

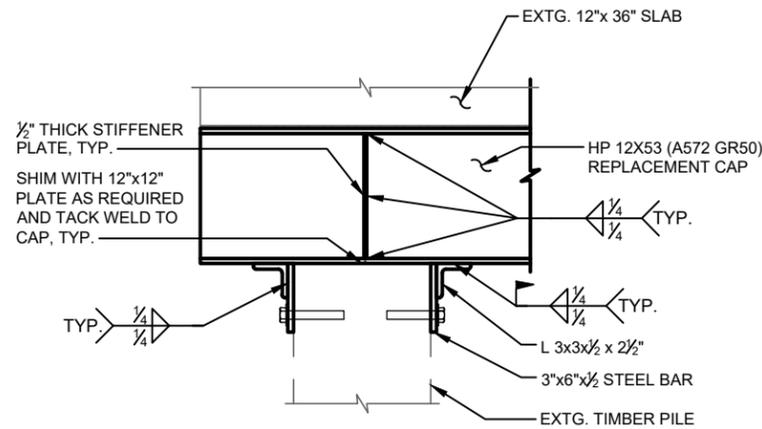
**SCALE WARNING**  
IF SCALE BAR DOESN'T MEASURE ONE INCH  
THEN DRAWING IS NOT TO SCALE  
ODOT B.D.S. DWG. NO. 111969

Plot Date: 3/21/2024 12:38 PM  
Save Date: 3/21/2024 12:36 PM  
By: Cory Schreiner  
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**SECTION B**  
SCALE: 3/4"=1'-0"  
JA03

**REPLACEMENT STEEL CAP TO  
TIMBER PILE CONNECTION**

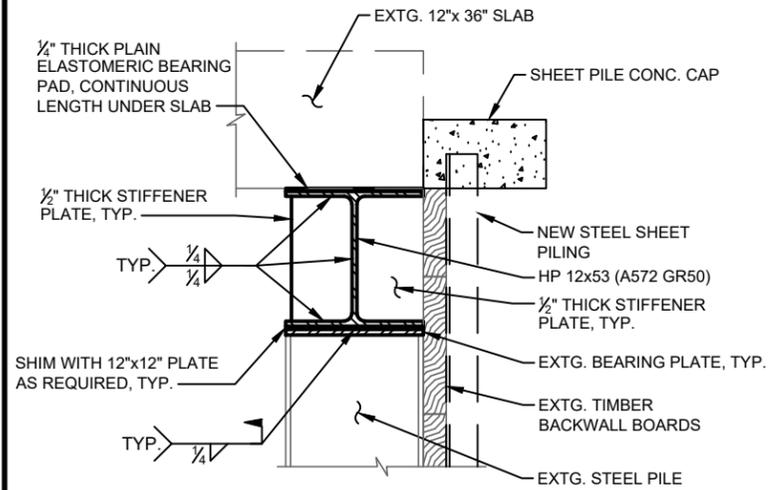


**DETAIL B**  
SCALE: 3/4"=1'-0"  
JA03

**REPLACEMENT STEEL CAP TO  
TIMBER PILE CONNECTION DETAIL**

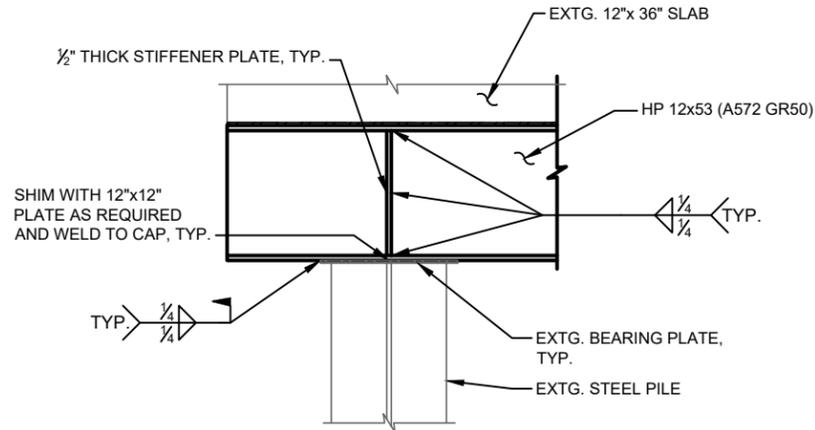
**CONSTRUCTION NOTES:**

1. PERFORM BRIDGE JACKING ACCORDING TO 00255.
2. LOAD HYDRAULIC JACKS TO RAISE THE SUPERSTRUCTURE OFF OF THE SUPPORT.
3. CUT ALL DRIFT PINS AND FASTENERS THAT WOULD PREVENT THE TIMBER CAP REMOVAL.
4. REMOVE THE DECAYED TIMBER CAP.
5. INSTALL NEW HP12X53 STEEL CAP.
6. INSTALL LAG BOLTS AND MAKE FIELD WELDS TO SECURE THE NEW STEEL CAP TO THE PILES. SEE THIS SHEET FOR DETAILS.



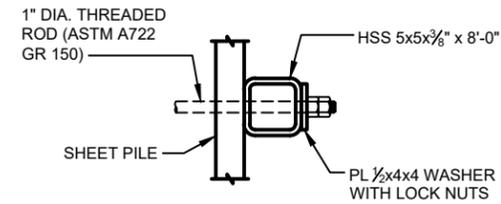
**SECTION C**  
SCALE: 3/4"=1'-0"  
JA03

**STEEL PILE CONNECTION  
TO REPLACEMENT STEEL CAP**



**DETAIL C**  
SCALE: 3/4"=1'-0"  
JA03

**STEEL PILE CONNECTION DETAIL  
TO REPLACEMENT STEEL CAP**



**SECTION D**  
SCALE: 3/4"=1'-0"  
JA03

**TYPICAL WINGWALL ANCHOR  
ROD AND STRONG BEAM**



NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE

YAMHILL COUNTY PUBLIC WORKS

**BENT 2 STEEL CAP  
REPLACEMENT DETAILS**

OREGON

YAMHILL COUNTY

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
NO. DATE REVISION BY: CK

**DAVID EVANS  
AND ASSOCIATES INC.**  
5121 Skyline Village Loop S, Suite 200  
Salem, OR 97306  
Phone: 503.361.8635

CHECKED BY: T. Kinney  
DESIGNED BY: P. McCoy  
DRAWN BY: C. Schreiner

SUBMITTAL DATE: 03/2024

ODOT STRUCTURE NO.  
**11660**

SHEET NO.  
**JA04**

**SCALE WARNING**



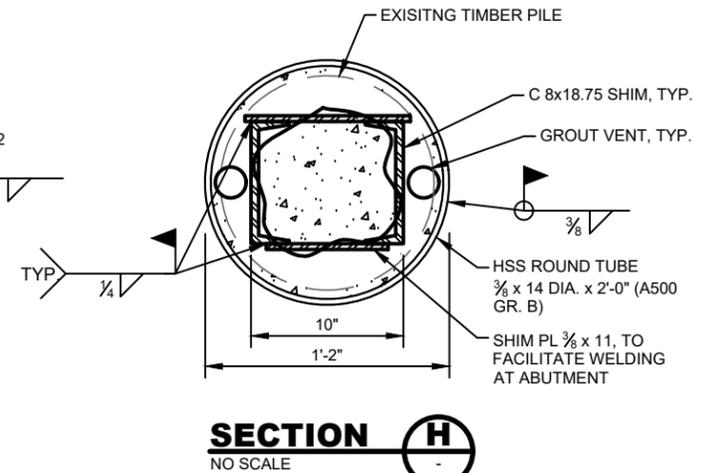
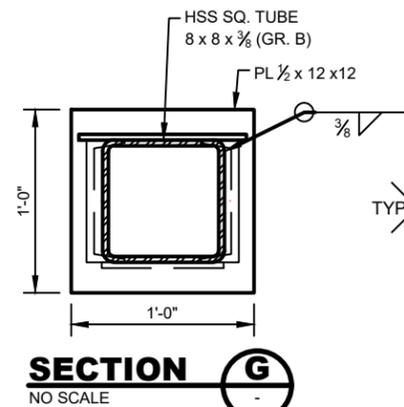
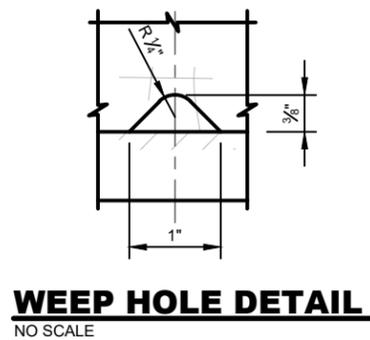
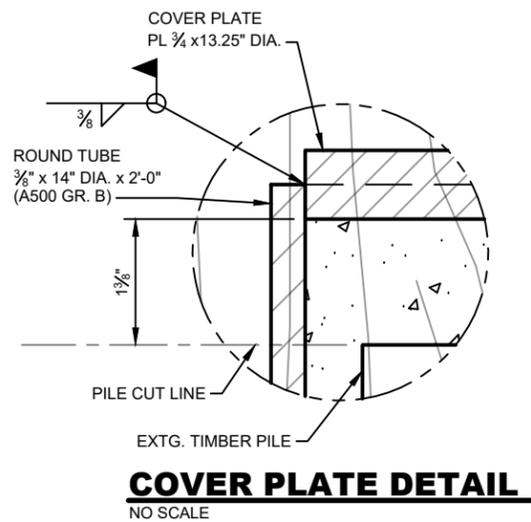
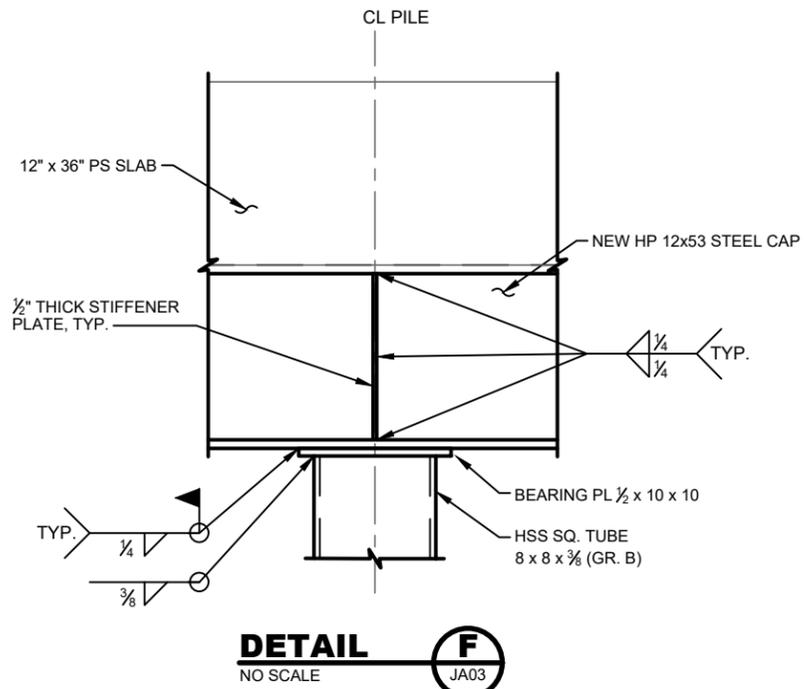
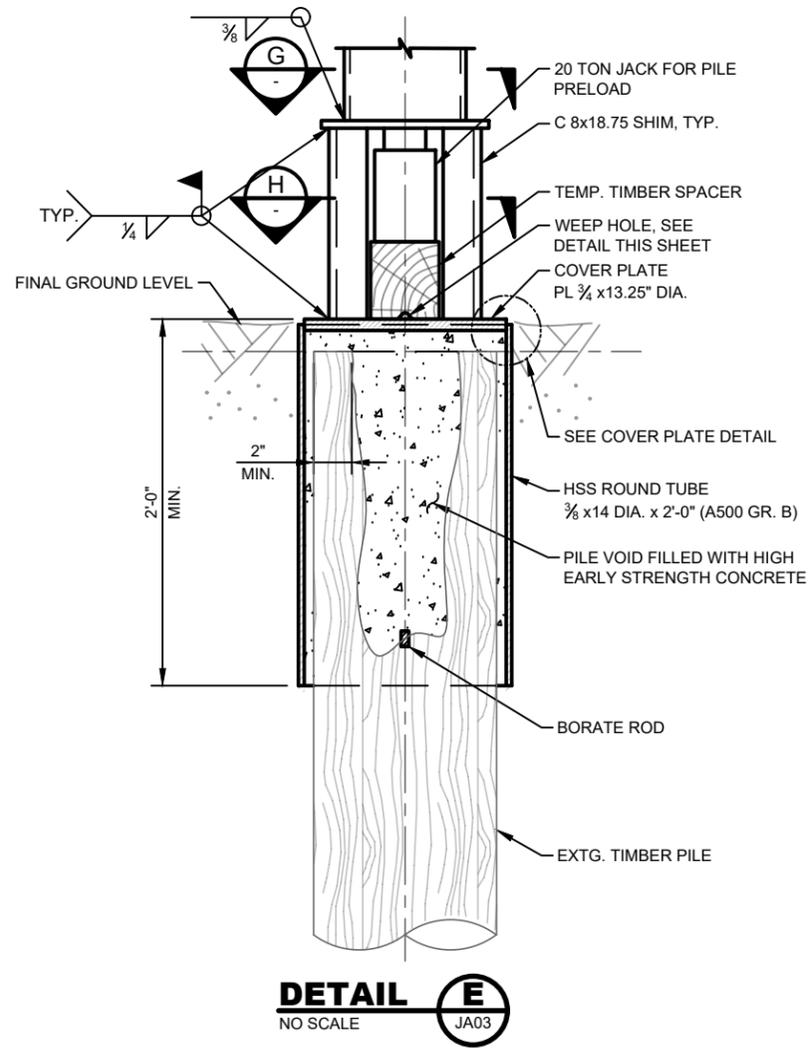
IF SCALE BAR DOESN'T MEASURE ONE INCH  
THEN DRAWING IS NOT TO SCALE  
ODOT B.D.S. DWG. NO. 111970

**EXHIBIT A  
BO 24-158**

**PILE REPAIR GENERAL NOTES:**

1. TEMPORARY SHORING DESIGN TO BE SUBMITTED BY THE CONTRACTOR.
2. CONSTRUCT PILE REPAIR PER STEPS OUTLINED IN THE SPECIAL PROVISIONS.

PILE PRELOAD TABLE		
BENT NO.	PILE NO.	(LBS.)
2	9	5,200



**REGISTERED PROFESSIONAL ENGINEER**  
 80529PE  
 DIGITALLY SIGNED 2024.03.22 11:52:18-07'00"  
 OREGON  
 JUNE 7, 2012  
 TRAVIS JOHN KINNEY  
 RENEWS: 06-30-2025

NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
 YAMHILL COUNTY PUBLIC WORKS  
**PILE REPAIR DETAILS**  
 YAMHILL COUNTY  
 OREGON

REVIEWED BY:	DATE:
NO. DATE	BY CK

**DAVID EVANS AND ASSOCIATES INC.**  
 5121 Skyline Village Loop S, Suite 200  
 Salem, OR 97306  
 Phone: 503.361.8635

CHECKED BY: T. Kinney  
 DESIGNED BY: P. McCoy  
 DRAWN BY: C. Schreiner  
 SUBMITTAL DATE: 03/2024  
 ODOT STRUCTURE NO.  
**11660**  
 SHEET NO.  
**JA05**

**SCALE WARNING**  
  
 IF SCALE BAR DOESN'T MEASURE ONE INCH THEN DRAWING IS NOT TO SCALE  
 ODOT B.D.S. DWG. NO. 111971

**EXHIBIT A**  
**BO 24-158**

Plot Date: 3/21/2024 11:14 AM  
 Save Date: 3/20/2024 12:04 PM  
 By: Cory Schreiner  
 File: P:\YAMHILL\0000027\04\00\CAD\SHSHEETS\EBJA05\_YAMX0027\_BD02.dwg



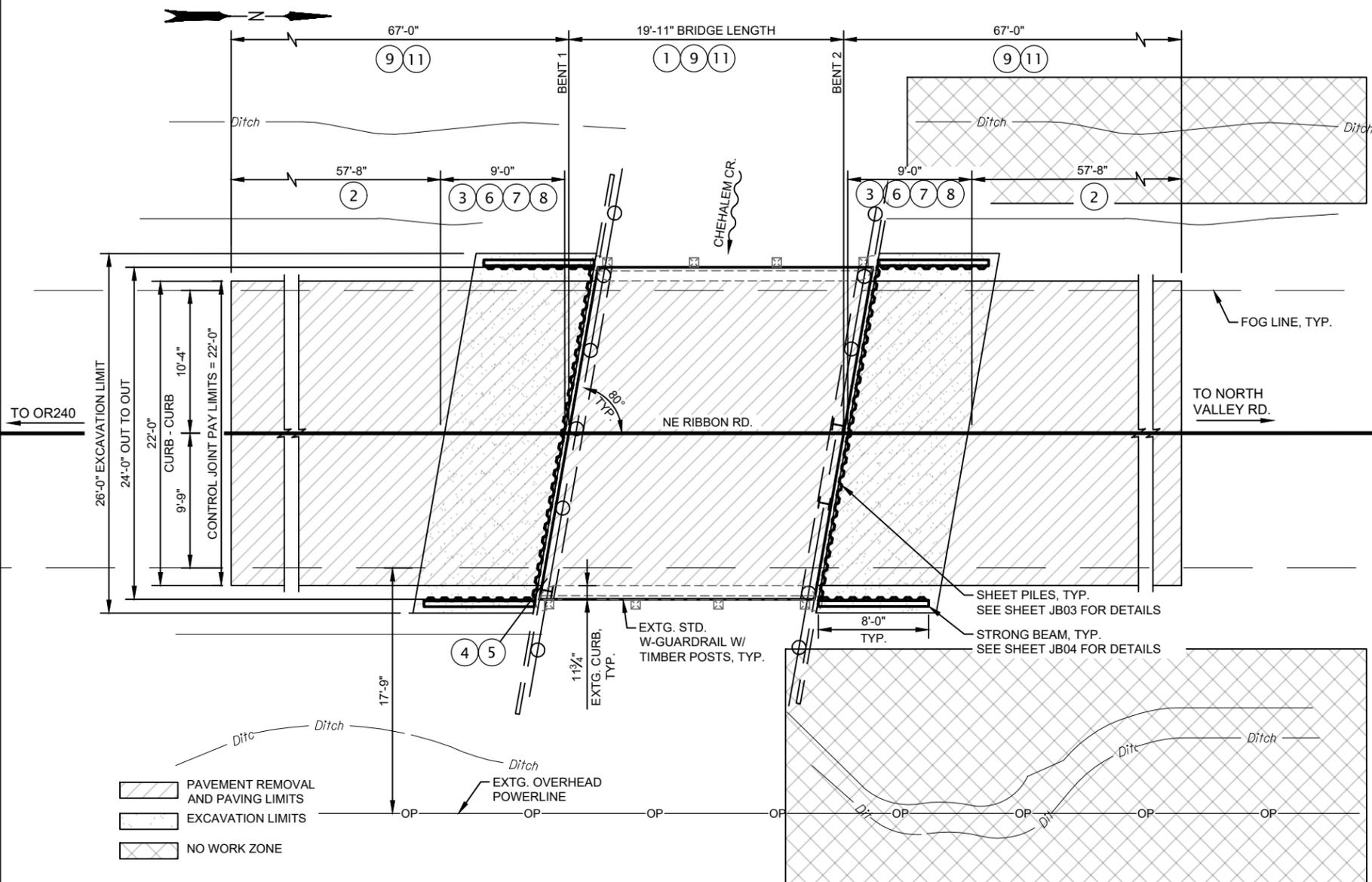
GENERAL NOTES:  
 PROVIDE ALL MATERIALS AND PERFORM ALL WORK ACCORDING TO THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION 2024.

FIELD VERIFY EXISTING ACP DEPTH BEFORE PROCEEDING WITH ACP REMOVAL. DIMENSIONS AND FIELD CONDITIONS MAY VARY.

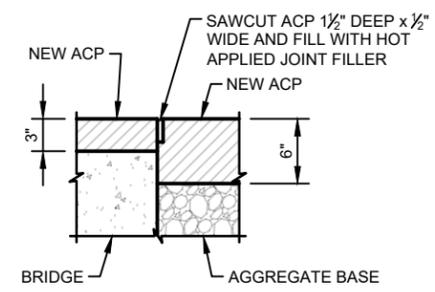
DIMENSIONS SHOWN ARE APPROXIMATE. FIELD VERIFY BEFORE CONSTRUCTION.

FIELD VERIFY BRIDGE LIMITS AND MARK CONTROL JOINT LOCATIONS FOR ENGINEER APPROVAL PRIOR TO PAVING OPERATIONS.

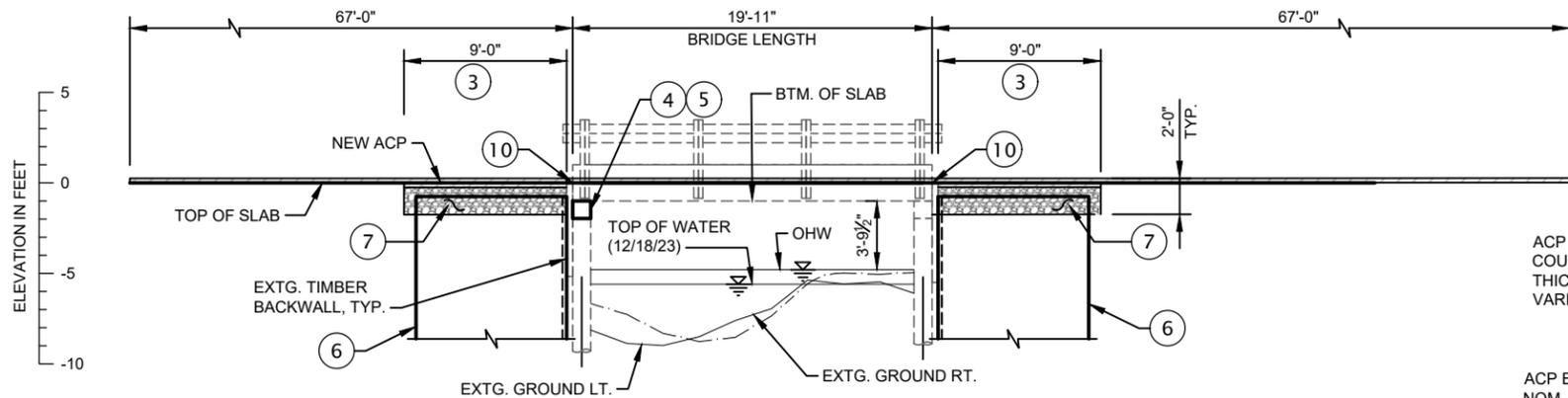
- WORK ITEMS:
- 1 BRIDGE DECK COLD PLANE PAVEMENT REMOVAL (BDCPPR) 6" DEEP. PROVIDE EDGE DETAIL PER ODOT STD. DWG. RD610.
  - 2 COLD PLANE PAVEMENT REMOVAL, 2"-6" DEEP.
  - 3 GENERAL EXCAVATION.
  - 4 BRIDGE REMOVAL, SEE SHEET JB02 & JB04.
  - 5 CONSTRUCT TIMBER CAP REPAIR, SEE SHEET JB02 & JB04.
  - 6 CONSTRUCT SHEET PILE ABUTMENT BACK WALL AND WINGWALLS, SEE SHEET JB02 & JB03.
  - 7 CONSTRUCT AGGREGATE BASE, SEE ELEVATION THIS SHEET.
  - 8 CONSTRUCT LEVEL 2, 1/2" ACP BASE COURSE. SEE THIS SHEET FOR PAVING LIMITS.
  - 9 CONSTRUCT LEVEL 2, 1/2" ACP WEARING COURSE. SEE THIS SHEET FOR PAVING LIMITS.
  - 10 CONSTRUCT CONTROL JOINT, SEE THIS SHEET.
  - 11 INSTALL LONGITUDINAL PAVEMENT MARKINGS - PAINT. CONTRACTOR TO FIELD MEASURE EXISTING LAYOUT AND REPLACE IN-KIND.



**PLAN - 11676**  
 SCALE: 1"=10'

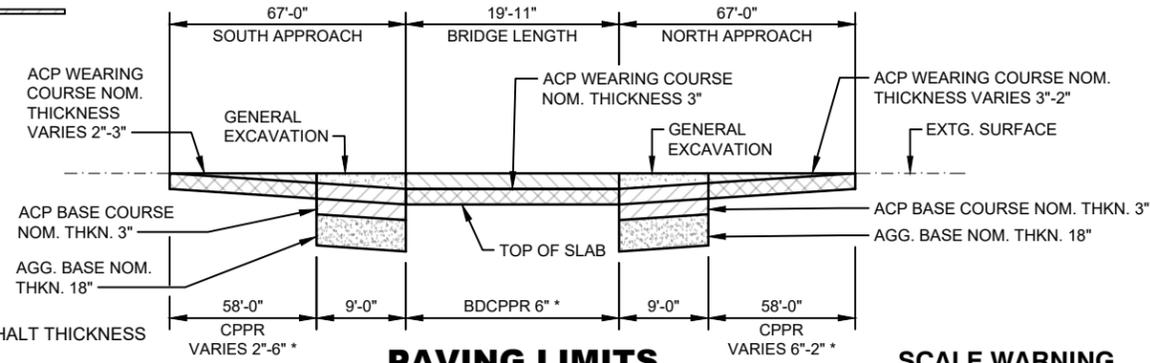


**CONTROL JOINT DETAIL**  
 NO SCALE



**ELEVATION - 11676**  
 SCALE: 1"=10'

NOTE:  
 CHANNEL WAS NEARLY DRY DURING THE ROUTINE BRIDGE INSPECTION ON JULY OF 2020. CONDITIONS ARE ANTICIPATED TO BE SIMILAR IN 2024.



**PAVING LIMITS**  
 NO SCALE

**SCALE WARNING**  
 IF SCALE BAR DOESN'T MEASURE ONE INCH THEN DRAWING IS NOT TO SCALE

- \* FIELD VERIFY ASPHALT THICKNESS
- NEW ACP
  - COLD PLANE PAVEMENT REMOVAL

**EXHIBIT A**  
**BO 24-158**

NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
 YAMHILL COUNTY PUBLIC WORKS  
**PLAN AND ELEVATION**  
 YAMHILL COUNTY  
 OREGON

REVIEWED BY:	REVIEW BY:	DATE:	BY:
NO. DATE	REVISION		CHK



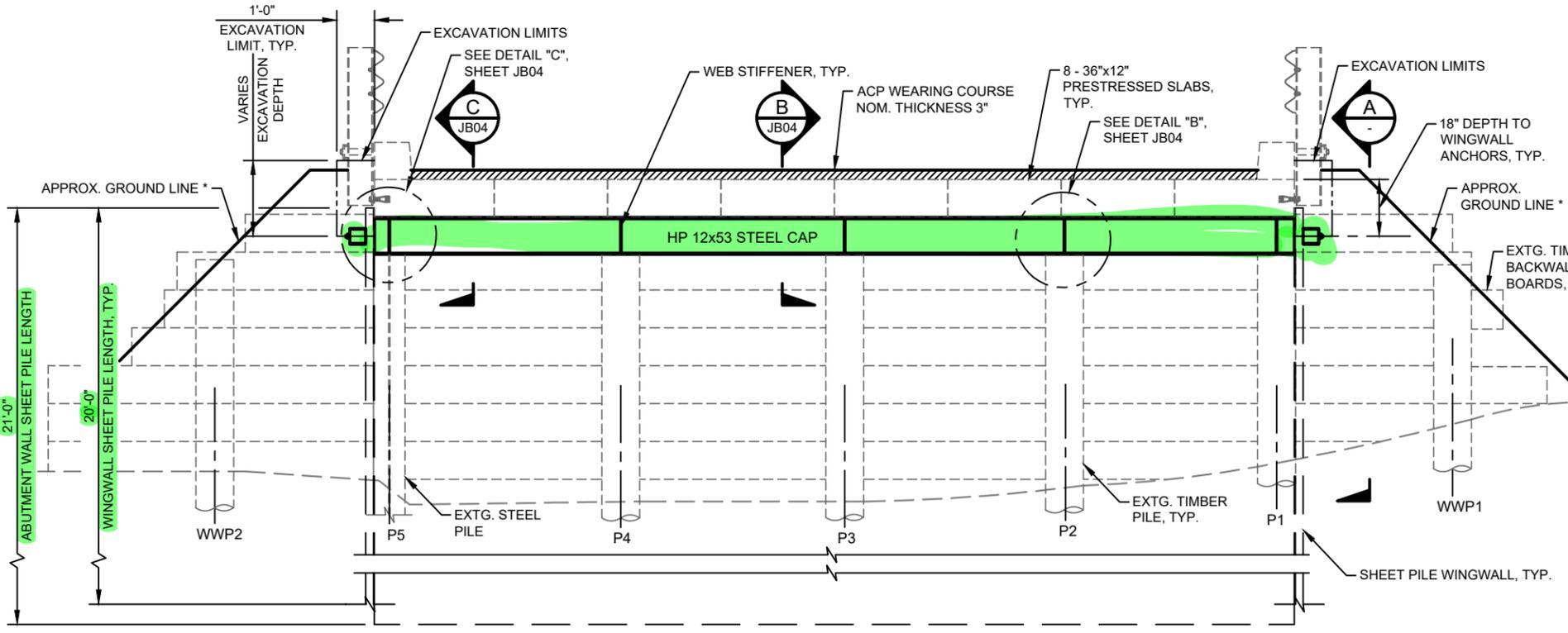
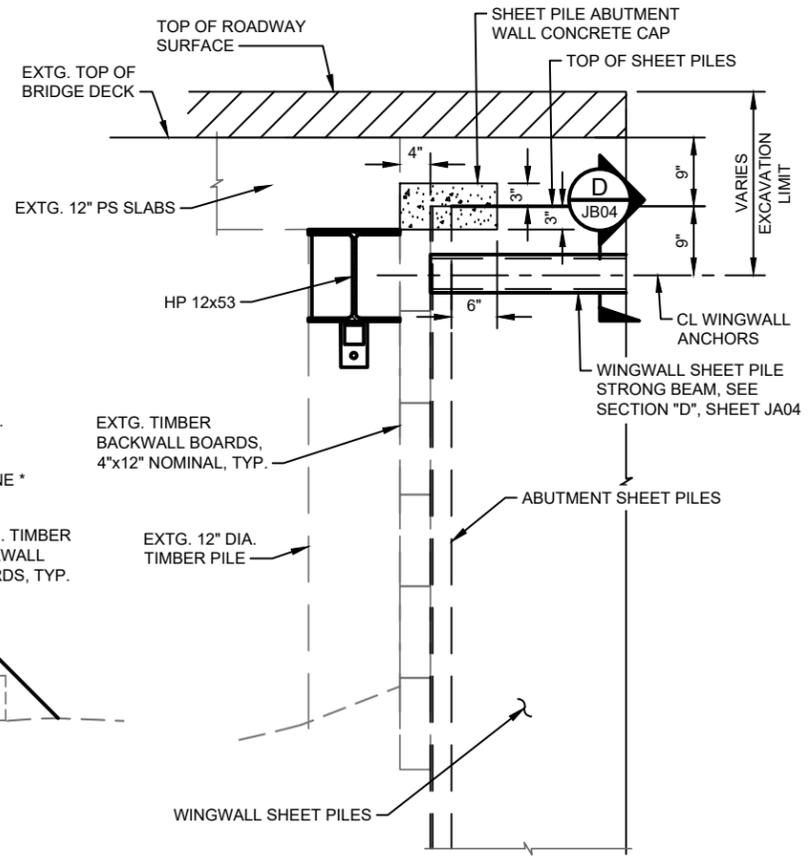
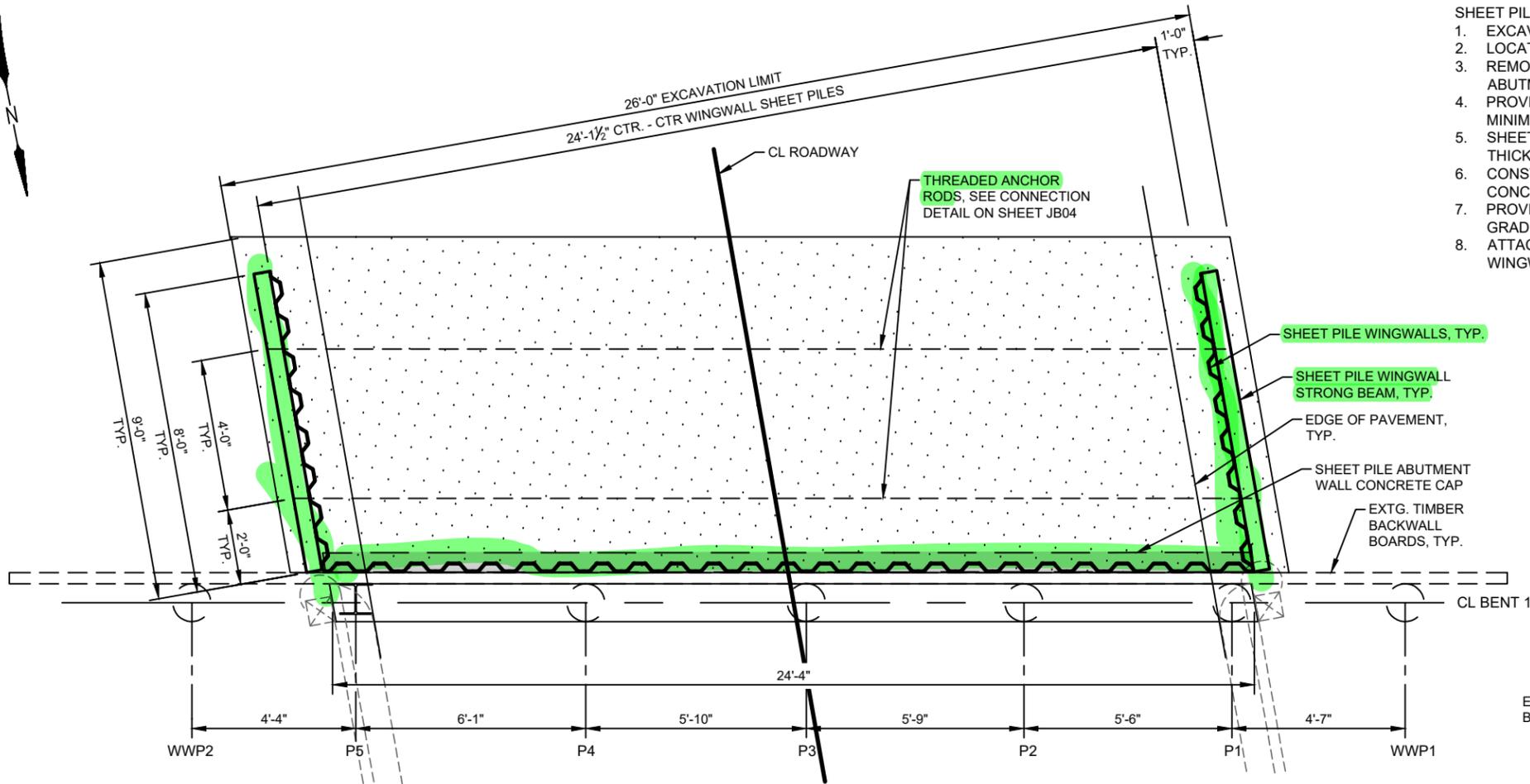
CHECKED BY: T. Kinney  
 DESIGNED BY: P. McCoy  
 DRAWN BY: C. Schreiner  
 SUBMITTAL DATE: 03/2024  
 ODOT STRUCTURE NO. **11676**  
 SHEET NO. **JB01**

Plot Date: 3/21/2024 11:15 AM  
 Save Date: 3/20/2024 12:05 PM  
 By: Cory Schreiner  
 File: P:\YAMHILL\0000027\04\00\CAD\SHSHEETS\JB01\_YAMX0027\_PEO1.dwg

ACCOMPANIED BY DWGS.:  
 JB02-JB04, ODOT STD. DWGS. RD610



- SHEET PILE CONSTRUCTION NOTES:**
1. EXCAVATE BRIDGE APPROACHES FOR SHEET PILE INSTALLATION.
  2. LOCATE EXISTING TIMBER BACKWALL PRIOR TO SHEET PILE INSTALLATION.
  3. REMOVE ANY TOP TIMBER BACKWALL BOARDS TO ALLOW SHEET PILE ABUTMENT WALL CONCRETE CAP CONSTRUCTION.
  4. PROVIDE ASTM A572 GR50 SHEET PILE OR APPROVED EQUAL WITH A MINIMUM ELASTIC SECTION MODULUS OF 16.87 IN<sup>3</sup>/FT.
  5. SHEET PILE SECTION DEPTH SHALL NOT EXCEED 1'-0" AND HAVE A MINIMUM THICKNESS OF 0.295 INCH.
  6. CONSTRUCT THE SHEET PILE ABUTMENT CAP USING GENERAL STRUCTURAL CONCRETE, CLASS 3300.
  7. PROVIDE HIGH STRENGTH THREADED RODS CONFORMING TO ASTM A722 GRADE 150.
  8. ATTACH HSS STRONG BEAMS, ANCHOR RODS, AND FASTENERS TO WINGWALLS.



\* MATCH EXISTING ROADWAY SECTION

**SCALE WARNING**



IF SCALE BAR DOESN'T MEASURE ONE INCH THEN DRAWING IS NOT TO SCALE  
ODOT B.D.S. DWG. NO. 111984

**EXHIBIT A**  
**BO 24-158**

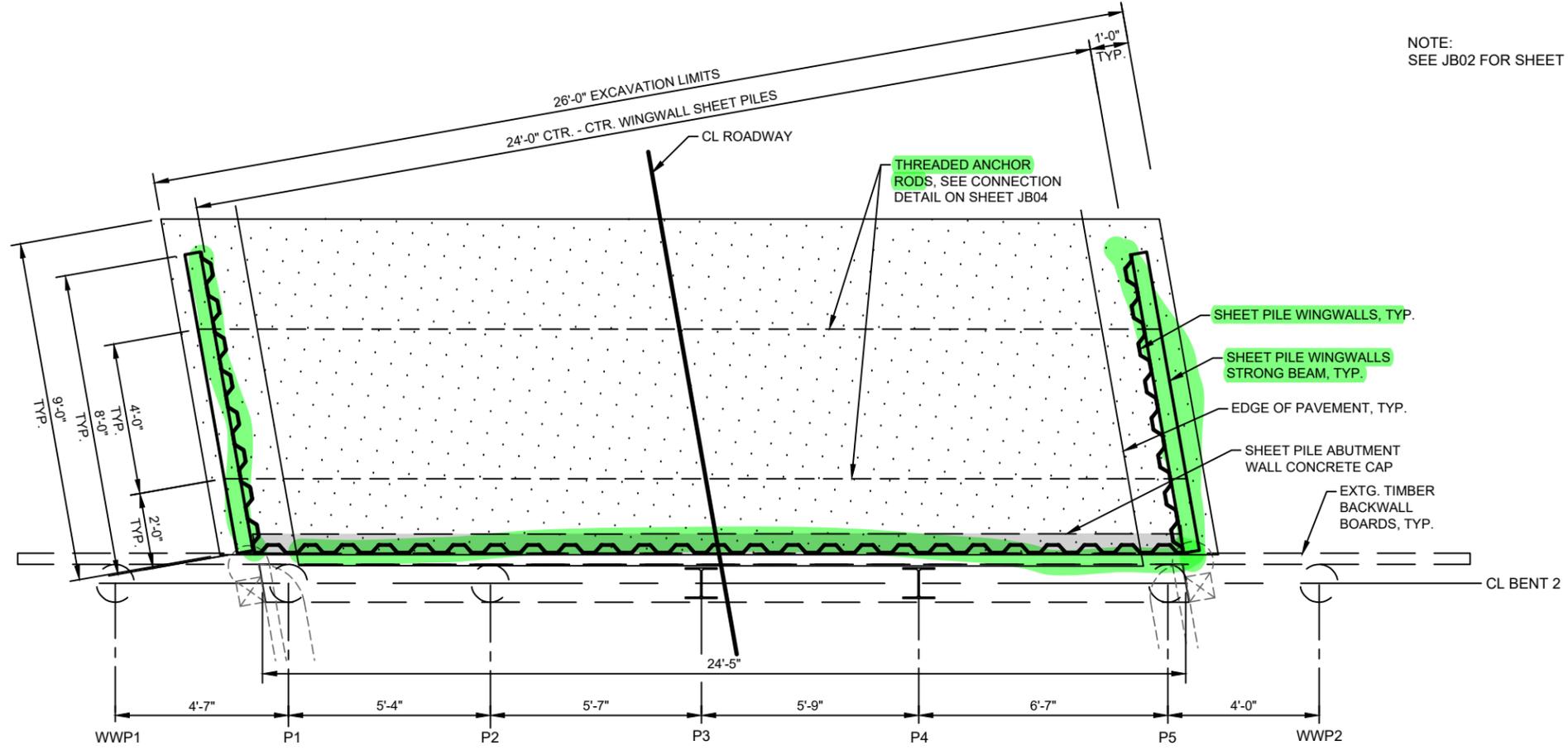
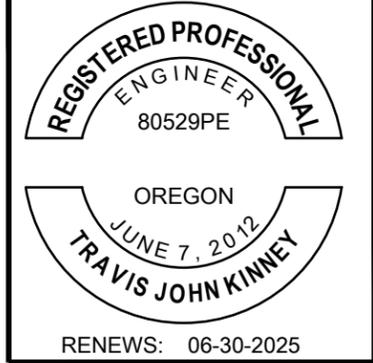
NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
YAMHILL COUNTY PUBLIC WORKS  
**BENT 1 PLAN AND ELEVATION**  
YAMHILL COUNTY

REVIEWED BY:	DATE:
NO. DATE	REVISION

**DAVID EVANS AND ASSOCIATES INC.**  
5121 Skyline Village Loop S, Suite 200  
Salem, OR 97306  
Phone: 503.361.8635

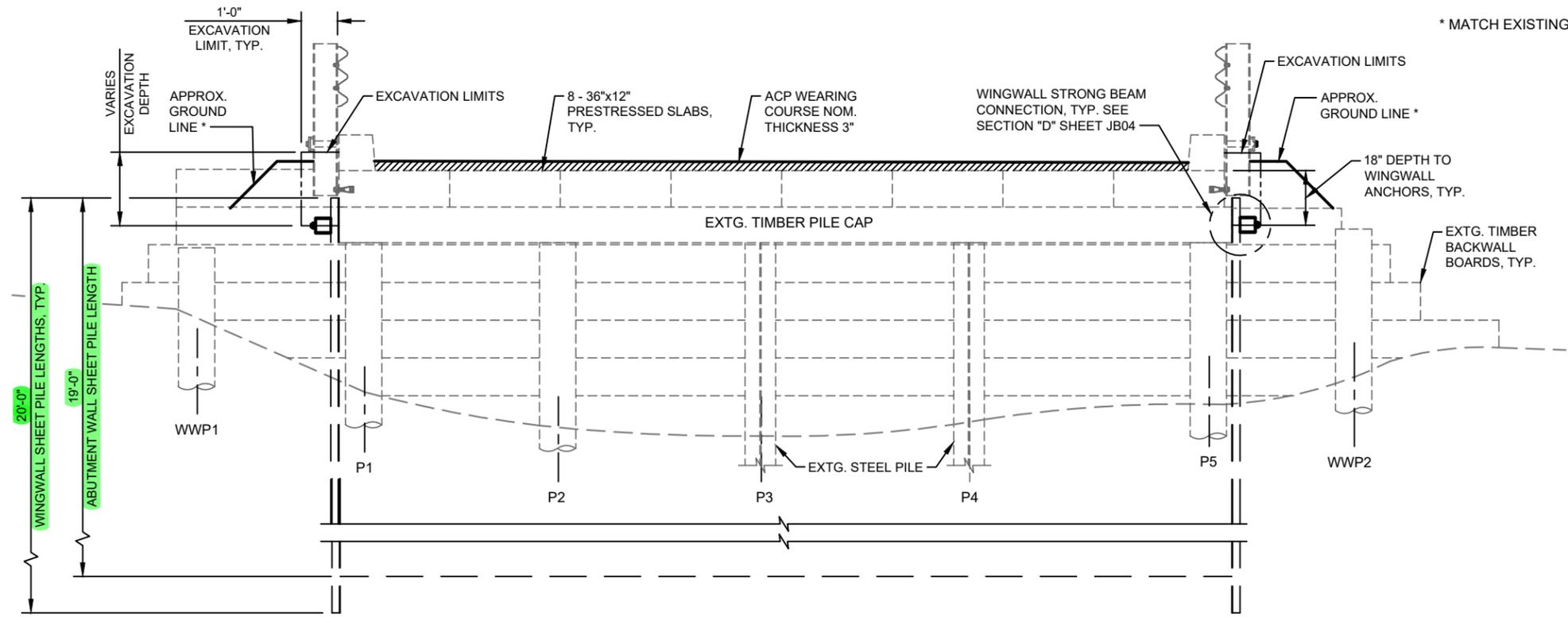
CHECKED BY: T. Kinney  
DESIGNED BY: P. McCoy  
DRAWN BY: C. Schreiner  
SUBMITTAL DATE: 03/2024  
ODOT STRUCTURE NO. 11676  
SHEET NO. **JB02**

Plot Date: 3/21/2024 12:40 PM  
Save Date: 3/21/2024 12:35 PM  
By: Cory Schreiner  
File: P:\YAMHILL\000002704\00CAD\SHSHEETS\JB02\_YAMX0027\_BT01.dwg



NOTE:  
SEE JB02 FOR SHEET PILE GENERAL NOTES.

**BENT 2 - PLAN**  
SCALE: 1/4"=1'-0"



**BENT 2 - ELEVATION**  
SCALE: 1/4"=1'-0"

OREGON  
 NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
 YAMHILL COUNTY PUBLIC WORKS  
**BENT 2 PLAN AND ELEVATION**  
 YAMHILL COUNTY

NO.	DATE	REVISION	REVIEWED BY	DATE	BY

**DAVID EVANS AND ASSOCIATES INC.**  
 5121 Skyline Village Loop S, Suite 200  
 Salem, OR 97306  
 Phone: 503.361.8635

CHECKED BY: T. Kinney  
 DESIGNED BY: P. McCoy  
 DRAWN BY: C. Schreiner

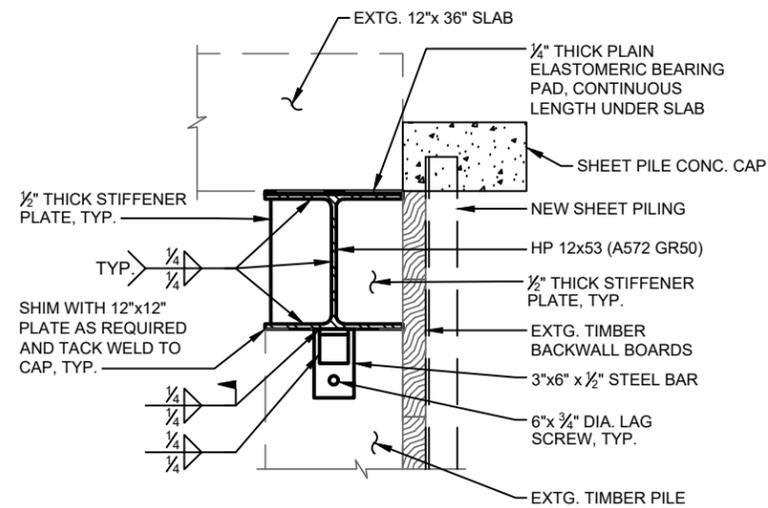
SUBMITTAL DATE: 03/2024  
 ODOT STRUCTURE NO.  
**11676**

SHEET NO.  
**JB03**

**SCALE WARNING**  
  
 IF SCALE BAR DOESN'T MEASURE ONE INCH  
 THEN DRAWING IS NOT TO SCALE  
 ODOT B.D.S. DWG. NO. 111985

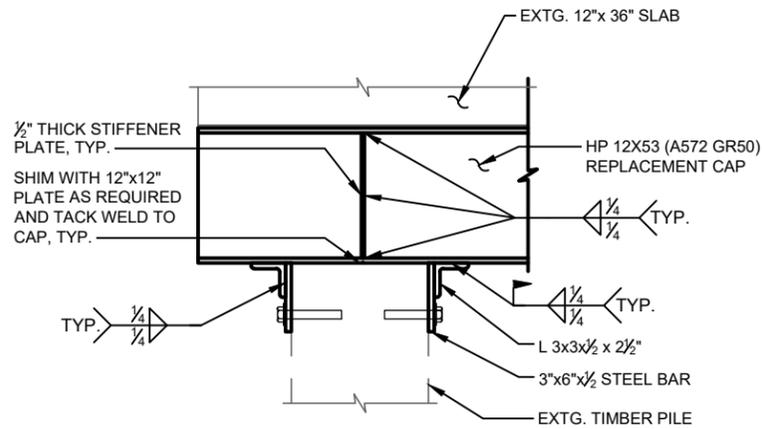
**EXHIBIT A**  
**BO 24-158**

Plot Date: 3/21/2024 11:18 AM  
 Save Date: 3/21/2024 10:55 AM  
 By: Cory Schreiner  
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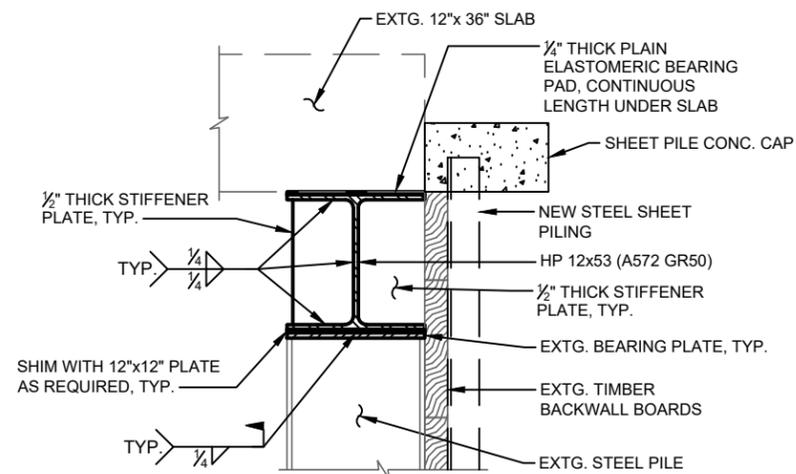
**SECTION B**  
SCALE: 3/4"=1'-0"  
JB03

**REPLACEMENT STEEL CAP TO  
TIMBER PILE CONNECTION**



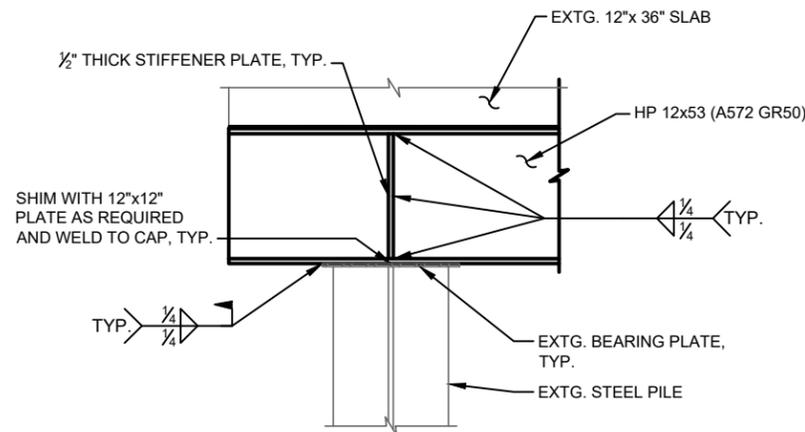
**DETAIL B**  
SCALE: 3/4"=1'-0"  
JB03

**REPLACEMENT STEEL CAP TO  
TIMBER PILE CONNECTION DETAILS**



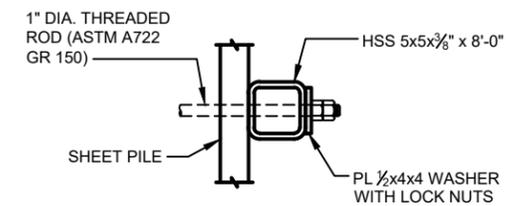
**SECTION C**  
SCALE: 3/4"=1'-0"  
JB03

**STEEL PILE CONNECTION  
TO REPLACEMENT STEEL CAP**



**DETAIL C**  
SCALE: 3/4"=1'-0"  
JB03

**STEEL PILE CONNECTION DETAIL  
TO REPLACEMENT STEEL CAP**



**SECTION D**  
SCALE: 3/4"=1'-0"  
JB02

**TYPICAL WINGWALL ANCHOR  
ROD AND STRONG BEAM**

- CONSTRUCTION NOTES:
1. PERFORM BRIDGE JACKING ACCORDING TO 00255.
  2. LOAD HYDRAULIC JACKS TO RAISE THE SUPERSTRUCTURE OFF OF THE SUPPORT.
  3. CUT ALL DRIFT PINS AND FASTENERS THAT WOULD PREVENT THE TIMBER CAP REMOVAL.
  4. REMOVE THE DECAYED TIMBER CAP.
  5. INSTALL NEW HP12X53 STEEL CAP.
  6. INSTALL LAG BOLTS AND MAKE FIELD WELDS TO SECURE THE NEW STEEL CAP TO THE PILES. SEE THIS SHEET FOR DETAILS.



NE RIBBON RIDGE RD. BRIDGE MAINTENANCE BUNDLE  
YAMHILL COUNTY PUBLIC WORKS  
BENT 1 STEEL CAP  
REPLACEMENT DETAILS  
YAMHILL COUNTY  
OREGON

NO.	DATE	REVISION	BY	CHK

**DAVID EVANS  
AND ASSOCIATES INC.**  
5121 Skyline Village Loop S, Suite 200  
Salem, OR 97306  
Phone: 503.361.8635

CHECKED BY: T. Kinney  
DESIGNED BY: P. McCoy  
DRAWN BY: C. Schreiner

SUBMITTAL DATE: 03/2024

ODOT STRUCTURE NO.  
**11676**

SHEET NO.  
**JB04**

**SCALE WARNING**



IF SCALE BAR DOESN'T MEASURE ONE INCH  
THEN DRAWING IS NOT TO SCALE  
ODOT B.D.S. DWG. NO. 111986

**EXHIBIT B  
BO 24-158**

## SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

## SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a Roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install Surfacing, and open the Roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the Roadway.
- When an abrupt edge is created by excavation, protect traffic according to the "Excavation Abrupt Edge" and the "Typical Abrupt Edge Delineation" configurations shown on the Standard Drawings.

Add the following subsection:

**00220.42 Bridge Site Road Closure** - The road may be closed to traffic at the NE Ribbon Ridge Road Bridge sites for up to 30 days. Do not close the road until all Materials and Equipment are on hand or guaranteed to be delivered so that the Work can be done in an efficient manner with a minimum period of road closure. Do not install the TCP and close the road before June 15<sup>th</sup> 2024. Open the road and remove the TCP no later than September 2<sup>nd</sup> 2024.

The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00221 and Section 00222.

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

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

**00221.06 Traffic Control Plan** - Replace this subsection with the following subsection:

**00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs** –

**(a) Traffic Control Plan** - Submit one of the following, 5 Calendar Days before the preconstruction conference:

**(1) Agency Traffic Control Plan** - If the Contractor intends to use the Agency TCP without modification, a written notification indicating that the Agency TCP will be used without modification.

**(2) Contractor-Modified Traffic Control Plan** - The Contractor may request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor. Do not use a modified TCP, or a TCP developed by the Contractor, unless approved by the Engineer. Use the Agency TCP unless a modified TCP, or a TCP developed by the Contractor is accepted.

The Engineer is not obligated to consider any modified Agency TCP or a TCP developed by the Contractor. The Agency will not be liable to the Contractor for failure to accept or act upon any request for a modified Agency TCP or a TCP developed by the Contractor.

To conserve time and funds, the Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time impacts. The Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

If requesting a Contractor-modified Agency TCP, or a TCP developed by the Contractor, at a minimum the request shall meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP). Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- A TPAR plan that includes:
  - Details and features used to provide pedestrian accessibility.
  - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
  - Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

If the Contractor's request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor is approved in whole or in part, acceptance will be made by a Change Order.

The Engineer will establish prices that represent a fair measure of the value of Work to be added, changed, or deleted as a result of any accepted modifications to the Agency TCP or an accepted TCP developed by the Contractor.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for Agency review following the procedure described above. The Engineer is not obligated to consider additional modifications to a previously approved TCP.

**(b) Tourist-Oriented Directional and Business Logo Signs** - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

**(1) No Signs** - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

**(2) Signs** - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

**SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS**

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

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

- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider , according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of  $(A \div 2)$  according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install two sign flag boards, as shown on the Standard Drawings, above the following detour and road closed advance warning signs, where applicable:
  - "DETOUR AHEAD", "DETOUR XXXX FT", "DETOUR X/X MILE" (W20-2) signs.
  - "ROAD CLOSED AHEAD", "ROAD CLOSED XXXX FT", "ROAD CLOSED X/X MILE" (W20-3) signs.
- At least fourteen Calendar Days before the Ribbon Ridge Road closure, place one or more PCMS displaying the following message as shown, or as directed (replace "(Time Frame)" lines with actual closure dates):

<b>Panel 1</b>	<b>Panel 2</b>
RIBBON RIDGE RD CLOSURE	CLOSURE (Time Frame) (Time Frame)

### **00222.90 Payment -**

Add the following to the end of this subsection:

Payment will be made for not more than 1 set of Work Area signs. All additional sets of Work Area signs will be at no additional cost to the Agency.

## **SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES**

Comply with Section 00224 of the Standard Specifications.

## **SECTION 00255 - TEMPORARY BRIDGE JACKING**

Section 00255, which is not a Standard Specification, is included in this Project by Special Provision.

### **Description**

**00255.00 Scope** - This Work consists of temporarily raising and shoring the existing Spans located at Bent 2 for BR11660 and Bent 1 for BR11676, with jacking system for the purpose of replacing the decayed timber caps with HP12x53 steel caps. Once the Work is completed, the span will be lowered back into place and the jacking system removed.

The term “jacking system” includes jacking equipment, temporary support seat, falsework jacking bent or temporary corbel.

**00255.02 Plans** - Plans for the existing Structure are available from the Engineer. Prints of these plans are available upon request.

**00255.03 Submittals** - Submit a stamped and detailed Bridge jacking work plan according to 00150.35, to the Engineer for review four weeks prior to Bridge jacking work. Design the work plan according to with the current *AASHTO LRFD Bridge Design Specifications* and jacking load diagram shown on the Plans. Design the temporary support to carry all Structure dead loads, live loads if allowed and construction loads.

Include the following information in the submittal:

- The proposed method of the jacking, and shoring.
- Description of equipment to be used.
- Descriptions and values of all loads, including construction equipment loads.
- Justification for allowable bearing stresses used to support the falsework bent.
- Complete details and calculations for jacking and supporting the existing Structure.

This review does not relieve the Contractor of the responsibility for the safety of the method or Equipment. Do not perform Work until the work plan has been approved by the Engineer and all comments are adequately addressed.

**00255.04 Methods and Monitoring System** - The Bridge jacking work plan includes, but is not limited to, the following:

- Detailed time schedule of the planned operations.
- Details to temporarily strengthen the existing Bridge members. Provide temporary supports to bear directly on girder stems or bent caps or bear on support sills which are structurally adequate to transmit the load to the stems or cap without overstressing any member of the new or existing Structure. Design temporary supports not to induce permanent forces into the completed Structure or produce cracking.
- Contingency plans to address potential malfunctions or interruptions in the work plan.
- Details to ensure stability of the Bridge while the Bridge is being raised, during the removal of the existing bearings, installation of the new bearing and lowering of the Bridge.
- Details of how secondary supports, such as blocking and cribbing, will be installed after the Bridge has been raised.
- Lateral stability of the Bridge and jacking system.
- Equipment that ensures uniform lifting of the Bridge.
- Provide a redundant system of supports during the entire jacking operation for backup should any of the jacks fail. Include stacks of steel plates added as necessary to maintain the redundant supports at each jack location within 1/4 inch of the jacking sill or corbels.
- Descriptions of the displacement monitoring system. Include in the displacement monitoring system, but not limited to:
  - Equipment to be used,
  - Location of control points,
  - Method and schedule of taking measurements,
  - Provisions to jack the Structure if settlement occur in the temporary supports during construction.

## **Construction**

### **00255.50 Jacking Operations:**

**(a) General** - Control and monitor the jacking operations to ensure that the jacking loads are applied simultaneously to prevent distortion and excessive stresses that would damage the Structure. Jack the Superstructure as necessary to maintain the total vertical displacements at control points to less than 1/4 inch from the elevations recorded prior to jacking or as modified by the Engineer.

Remove attachments from the existing Structure and concrete surfaces to restore to original conditions, except where permanent alterations are shown on the plans.

**(b) Unanticipated Displacements** - If, during construction, unanticipated displacements, cracking, or other damage occur, do the following:

- Discontinue the construction until corrective measures satisfactory to the Engineer are performed.
- Repair damage to the structure as a result of the Contractor's operations.

### **Measurement**

**00255.80 Measurement** - No measurement of quantities will be made for Work performed under this Section.

### **Payment**

**00255.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the Contract lump sum amount for the item "Bridge Jacking at Bents".

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

No separate or additional payment will be made for designing, constructing, maintaining, inspecting, or removing the temporary Bridge jacking.

## **SECTION 00280 - EROSION AND SEDIMENT CONTROL**

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

**00280.00 Scope** - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit if applicable.

Delete the paragraph that begins "When contaminants, pollutants or hazardous materials...".

**00280.06 Erosion and Sediment Control Manager** - Delete this subsection.

## SECTION 00290 - ENVIRONMENTAL PROTECTION

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

**00290.10 Staging and Disposal Sites** – Replace the paragraph that begins “Locate staging areas...” with the following paragraph:

Locate staging areas and disposal sites in previously improved or disturbed sites, including existing Roadways, pullouts, turnouts, parking lots, and storage yards that have been compacted, and graveled or paved, unless otherwise specified in Section 00237 or approved, in writing, by the Engineer.

Add the following subsection:

### **00290.30(a)(7) Water Quality:**

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).
- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete sawcutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible sediment plume in waters of the State or U.S.

**00290.30(b) Pollution Control Plan** - Add the following to the end of this subsection:

Comply with the following, and, as applicable, with OAR 731-005-0800 for contracts subject to OAR chapter 731, division 5 or 7 or with OAR 731-149-0020 for contracts subject to OAR chapter 731, division 149.

Prior to beginning On-Site Work, submit a listing of proposed non-road diesel equipment and on-road trucks to the Engineer as required in (1) and (2) below that demonstrates how compliance with OAR 731-005-800 or OAR 731-149-0020 will be achieved. Update the listing of non-road diesel equipment and on-road trucks specified in (1) and (2) below when additional pieces of non-road diesel equipment or on-road trucks, not previously accounted for, are brought onto the Project Site. Provide the updated list to the Engineer upon request.

On a monthly basis certify compliance with OAR 731-005-800 or OAR 731-149-0020 and submit the certification with a list of non-road diesel equipment and on-road trucks specified in (1) and (2) below utilized to date on the Project Site to the Engineer and include calculations demonstrating compliance according to OAR 731-005-800 or OAR 731-149-0020.

Failure to submit the monthly listings, certifications and calculations may result in withholding payments according to 00195.50(e).

Immediately remove from the Project Site, according to 00180.30, non-road diesel equipment and on-road trucks used on the Project Site in violation of OAR 731-005-800 or OAR 731-149-0020, or 00290.30. Update the listing of non-road diesel equipment and on-road trucks with a notation for any that were removed.

**(1) Non-Road Diesel Equipment** - Demonstrate compliance with OAR 731-005-800 or OAR 731-149-0020 by listing all non-road diesel equipment (as defined in OAR 731-005-0430) that is 25 horsepower or greater utilized to date on the Project Site and including the following:

- Equipment owner and whether the piece of equipment is owned and operated by a COBID certified firm
- Equipment type
- Manufacturer
- Model number
- Vehicle identification number or serial number
- Engine certification (Tier rating)
- If not equipped with a Tier 4 compression ignition diesel engine, specify whether the engine has been retrofitted with a Verified Diesel Oxidation Catalyst or Verified Diesel Particulate Filter
- Specify whether the equipment qualifies for an exemption provided in OAR 731-005-0800(5) or OAR 731-149-0020(4) and which exemption applies
- The above required certifications and calculations

**(2) On-Road Concrete Mixer Trucks and Dump Trucks** - Demonstrate compliance with OAR 731-005-800 or OAR 731-149-0020, by listing all diesel powered on-road concrete mixer trucks and on-road dump trucks utilized to date on the Project Site that are owned or operated by the Contractor, Subcontractors and those operated under trucking services agreements, including:

- Equipment owner and whether the piece of equipment is owned and operated by a COBID certified firm
- Vehicle identification number or serial number
- Engine model year
- Motor vehicle license plate number
- The above required certifications and calculations

**00290.30(c)(1) Vehicle and Equipment Idling** - Replace this subsection, except for the subsection number and title, with the following:

Establish truck staging areas for diesel-powered vehicles located where truck emissions have a minimum impact on sensitive populations, such as residences, schools, hospitals and nursing homes.

Ensure that all diesel powered Equipment has a decal visible to the operator, reminding them to limit idling to a maximum of 5 minutes. Post at least 1 notice in a location frequented by employees or workers stating diesel equipment idling is limited to 5 minutes.

Limit idling of trucks and other diesel powered Equipment to 5 minutes, when the Equipment is not in use or in motion, except as follows:

- When safety of contractors, Subcontractors or Suppliers or their employees may be compromised.
- Frequent shutdowns may be detrimental to the exhaust control system.
- When traffic conditions or mechanical difficulties, over which the operator has no control, force the Equipment to remain motionless.
- When operating the Equipment's heating, cooling or auxiliary systems is necessary to accomplish the Equipment's intended use.
- To bring the Equipment to the manufacturer's recommended operating temperature.
- When the outdoor temperature is below 20 °F.
- When needed to repair Equipment.
- Under other circumstances specifically authorized by the Engineer.

**00290.34 Protection of Fish and Fish Habitat** - Add the following paragraph:

Meet with the Agency Biologist, Resource Representative, Engineer, and inspector on site, before moving equipment on-site or beginning any work, to ensure that all parties understand the locations of sensitive biological sites and the measures that are required to be taken to protect them.

**00290.34(a) Regulated Work Areas** - Add the following to the end of this subsection:

The regulated work area is the area at or below the ordinary high water (OHW) elevation shown on the plans.

**00290.34(b) Prohibited Operations** - Add the following to the end of this subsection:

- Allow entry within the regulated work area.
- Temporary fill below OHW.

Add the following subsection:

**00290.34(c) Aquatic Species Protection Measures:**

**(1) General Requirements:**

- Do not install fish ladders (for example: pool and weirs, vertical slots, fishways) or fish trapping systems.
- Do not apply surface fertilizer within 50 feet of any stream channel.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the State or waters of the U.S.
- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not block stream flow. When a crossing is no longer needed, completely remove the crossing and restore the soils and vegetation to the original condition.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.
- If temporary access roads are needed within 150 feet of any body of water, use existing routes unless new routes are shown or approved.
- Before beginning work on temporary access routes that are not shown, submit a proposal to the Engineer for approval.

**(2) Treated Wood** - Treated wood includes any wood treated with any pesticide or wood preservatives. Do not use lumber, pilings, or other wood products that are treated or preserved with pesticidal compounds below the ordinary high water (OHW) or as part of an in-water or over-water structure, except as described below:

- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.

- Visually inspect each load and piece of treated wood. Reject for use in or above aquatic environments if visible residues, bleeding of preservative, preservative-saturated sawdust, contaminated soil, or other matter is present.
- Use pre-fabrication to the extent feasible. When field fabrication is necessary, all cutting and drilling of treated wood, and field preservative treatment of wood exposed by cutting and drilling, shall occur above the OHW. Use tarps, plastic tubs, or similar devices to contain the bulk of any fabrication debris, and wipe off any excess field preservative.
- All treated wood structures, including pilings, shall have design features to avoid or minimize impacts and abrasion by livestock, pedestrians, vehicles, vessels, and floats.
- Treated wood may be used to construct a bridge, over-water structure or an in-water structure, with the exception of the work containment system, provided that all surfaces exposed to leaching by precipitation, overtopping waves, or submersion are coated with a water-proof seal or barrier are maintained. Apply and contain coatings and paint-on field treatment to prevent contamination. Surfaces that are not exposed to precipitation or wave attack, such as parts of a timber bridge completely covered by the bridge deck, are exempt from this requirement.
- During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

**00290.36(a) Migratory Birds** - Add the following to the end of this subsection:

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

**00290.90 Payment** - Add the following paragraph(s) to the end of this subsection:

No separate or additional payment will be made for work zone fencing.

**SECTION 00330 - EARTHWORK**

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

**00330.92 Kinds of Incidental Earthwork** - Add the following bullet to the end of the bullet list:

- Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the Neat Line limits shown on the typical sections.

### **SECTION 00501 - BRIDGE REMOVAL**

Comply with Section 00501 of the Standard Specifications modified as follows:

**00501.00 Scope** - Add the following paragraph(s) to the end of this subsection:

Remove portions of the existing bridges BR11660, S Fk Chehalem Cr, NE Ribbon Ridge Rd (CountyRd101), and BR11676, Chehalem Creek, NE Ribbon Ridge Rd (County Rd 101) as shown.

**00501.02 Plans** - Plans of the existing Structure are available from the Engineer. Prints of these plans are available upon request.

**00501.03 Submittals** - Submit unstamped bridge removal plans according to 00150.35 21 Calendar Days before beginning removal work.

Include the following information in the submittal:

- Removal sequence, including contractor staging and traffic staging.
- Detailed schedule of bridge removal work.
- Type of equipment that will be used, including size and capacity.
- Equipment location during removal operations.

Do not begin bridge removal work until the bridge removal plans have been approved.

### **SECTION 00503 - BRIDGE DECK COLD PLANE PAVEMENT REMOVAL**

Comply with Section 00503 of the Standard Specifications.

## SECTION 00521 - TIMBER PILE REPAIR

Section 00521, which is not in the Standard Specifications, is included in this Project by Special Provision.

### Description

**00521.00 Scope** - This Work consists of repairing timber piling by splicing a steel pile to the timber pile.

#### **00521.01 Definitions:**

**Timber Pile Repair** – The process of splicing timber piles with a steel pile as means of preserving pile from decay and/or reestablishing load path.

**00521.02 Submittals** - Submit stamped drawings, specifications and design calculations for pile repair according to 00150.35 at least 21 Calendar Days prior to the installation of pile repairs. Prior to beginning Work under this Section, submit a plan that includes the following:

- The field verified length and steel shop drawings for each steel pile splice.
- Details of each step to accomplish the work.
- Schedule for completing the work.
- Details for meeting the Environmental Protection requirements according to 00290.
- Descriptions of equipment to be used.
- Descriptions and values of all loads, including construction equipment loads
- Provide details of temporary shoring and bridge jacking when required.
- Pile preloading setup and methods following the preloading table shown on the Plans.

This review does not relieve the Contractor of the responsibility for the safety of the method or Equipment. Do not perform Work until the work plan has been approved by the Engineer and all comments are adequately addressed.

### Materials

**00521.10 Material** – Furnish Materials meeting the following requirements:

(a) **Structural Steel** – Use structural steel complying with Sections 00560, 02530, and 02560.

(b) **Grout** – Use Structural Grout according to Section 02080 and the QPL.

### Construction

**00521.40 Timber Pile Repair** – Perform timber pile repair according to the approved plan and the following:

- Excavate around the existing pile to a depth of 2'-0" minimum to facilitate the installation of HSS round steel tube.
- Drill the portion of exposed pile to verify that a 2" (minimum) solid timber shell remains. If there is less than a 2" solid shell remaining, extend the excavation until 1'-10" of pile with a solid 2" shell is exposed.
- Cut and remove existing timber pile. Cut shall be at least 1'-10" from bottom of excavation.
- Remove all the remaining rotten timber core. Treat remaining timber with borate rod and copper naphthenate from QPL.
- Place HSS round tube bottom. Bottom of round tube shall be a minimum of 2'-0" below final ground level.
- Fill voids with grout. Use steel rod to ensure proper consolidation. Leave a gap to facilitate welding of cover plate.
- Field weld cover plate in place.
- Use grout vents to complete the pour. Wait for grout strength to reach 2500 psi before preloading pile.
- Install HSS steel pile to existing cap as shown.
- Set 20 ton hydraulic jack between bearing plates and preload the pile as shown in pile preload table. Lock out jack at desired preload.
- Field measure, cut, and weld in place channel shims. Ensure tight fit with good bearing.
- Unload and remove hydraulic jack.
- Field weld 3/8" shim plates. Plates shall be same height as channel shims.
- Backfill hole to existing ground level. Bottom of HSS round steel tube shall be at least 2'-0" below final ground elevation.

**Measurement**

**00521.80 Measurement** - The quantities of Work performed under this Section will be measured according to the following:

**(a) Timber Pile Repair** – Timber Pile Repair will be measured on the unit basis.

**Payment**

**00521.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price per unit of measurement for the following item(s):

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Timber Pile Repair.....	Each

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

No separate payment will be made for grout, structural steel, connections, welding, excavation, or temporary shoring and jacking necessary to complete the work. No separate payment will be made for access or containment of the work.

The pollution control plan will be paid for according to Section 00290.

### **SECTION 00560 - STRUCTURAL STEEL BRIDGES**

Comply with Section 00560 of the Standard Specifications modified as follows:

**00560.04 Erection Plan** - Replace this subsection, except for the subsection number and title, with the following:

Submit an erection plan with unstamped Working Drawings according to 00150.35 at least 21 Calendar Days before the start of the steel erection Work. Include the proposed erection method and the amount and character of Equipment to be used for review. Do not perform Work until approval has been obtained. This review does not relieve the Contractor of the responsibility for the safety of the method or Equipment, or from carrying out the Work in full according to the Plans and Specifications.

**00560.80 Measurement** - Add the following to the end of this subsection:

The estimated quantity of structural steel is:

<b>Structure</b>	<b>Steel Type</b>	<b>Quantity (Pound)</b>
Bridge No. 11660	Steel Rolled Beam	1,300
Bridge No. 11676	Steel Rolled Beam	1,310

### **SECTION 00582 - BRIDGE BEARINGS**

Comply with Section 00582 of the Standard Specifications.

### **SECTION 00585 - EXPANSION JOINTS**

Comply with Section 00585 of the Standard Specifications modified as follows:

**00585.43(a) Tolerance** - Replace the paragraph that begins "Install armored corners that are straight..." with the following paragraph:

Install armored corners or edgebeams that are straight and do not deviate from a true line by more than 1/4 inch horizontal and 1/8 inch vertical over the length of the joint, nor more than 1/16 inch in either direction from a 12-foot straightedge.

**00585.43(b) Installation** - Replace the paragraph that begins "Furnish armored corners in the longest ..." with the following paragraph:

Furnish armored corners or edgebeams in the longest practical length as controlled by transportation and installation.

Replace the paragraph that begins "For new construction, install armored ..." with the following paragraph:

For new construction, install armored corners or edgebeams with anchors in preformed blockouts at least 14 days after the deck is cast with the joint opening as shown. Support the armored corners or edgebeams securely in position before placing concrete in the joint blockout. Install the preformed seal at least 7 days after the concrete blockouts have been cast and after the deck concrete reaches 3,000 psi.

**00585.47 Strip Seal** - Replace the bullet that begins "Use steel retainers acting ..." with the following bullet:

- Use steel retainers acting as the edgebeams according to 00585.43.

**00585.80 Measurement** - Add the following to the end of the subsection:

The estimated quantities of joints are:

Structure	Joint Type	Quantity (Foot)
Bridge No. 11660	Control Joint	45
Bridge No. 11676	Control Joint	45

**SECTION 00596F - SHEET PILE RETAINING WALLS**

Section 00596F, which is not a Standard Specification, is included in this Project by Special Provision.

**00596F.00 Scope** – This work consists of installing interlocking steel sheet piling of the type and lengths specified.

**00596F.02 Definitions:**

**Driven Sheet Piles** – Installation of driven steel sheet piles with precise interlock. Standard shapes range from Z-Shape, U-Shape, and Pan-Shape.

**00596F.05 Nonproprietary Retaining Wall Submittals** – Submit complete unstamped Working Drawings according to 00150.35 at least 30 Calendar Days before beginning construction of nonproprietary retaining walls. Field verify existing ground elevations and bottom of wall elevations before preparing and submitting Working Drawings. Obtain the Engineer's written approval before beginning construction of the wall system.

### **Materials**

**00596F.10 Materials** – Sheet Pile Material Information, sheet pile driving tips consist of steel interlocking sheet piling made from ASTM A572 steel with 50ksi minimum yield strength, conform to 02520 and meet the following criteria. Provide quality control according to Section 00165:

#### **(a) Driven Sheet Pile**

- Minimum elastic section modulus of 8.2 inches<sup>3</sup>/foot.
- Minimum thickness of 0.276 inch.

### **Equipment**

**00596F.20 Equipment for Installing Sheet Piles** – The following subsection shall apply to sheet pile walls: 00520(a)(b)(c)(d). Provide pile installation equipment meeting the following requirements:

- (a)** Provide equipment which is capable of installing the selected sheet piles to the required depth without damage to the piles.
- (b)** Before beginning production pile installation, obtain approval in writing of the pile installation equipment.

During pile installation operations, no changes to the approved equipment will be allowed without the Engineer's written permission. Submit a request for change on a "Pile and Driving equipment Data" form. The engineer will give notification of approval or rejection within 7 calendar days of receiving the form. Time required for resubmission and review of a Contractor's equipment change request is not a basis for a Contract Time extension. Request unless the Engineer does not respond in 7 calendar days. Only time which exceeds the 7 calendar day response window will be applicable for a Contract Time extension.

**00596F.21 Other Equipment** – The Contractor shall determine and provide all other required equipment necessary to place the sheet piles.

The following subsection shall apply sheet pile walls: 520.43 (b)(c)(d)(h).

**00596F.41 Steel Piles:**

- (a) **General** – Steel Piles shall not be spliced.
- (b) **Storage and Handling** – Store and handle steel piles in ways that protect them from damage. Bent or kinked piles will be rejected.
- (c) **Cutoff Lengths** – Cut off the tops of all permanent pile square and smooth at the elevation specified or as directed. All cut-off piles pieces become the property of the Contractor. Dispose according to 00290.20.

**00596F.60 Protecting Work** – Protect and repair work as follows:

- Do not allow runoff from adjacent areas to enter the wall construction site during construction operations.
- At the end of each day’s operation. Direct potential runoff away from the wall construction area.
- Rework and repair damaged subgrade areas to the depth where undamaged work is encountered.
- Patch all damaged aggregate base and ACP, within the roadway prism, prior to the end of each shift.

**Measurement**

**00596F.80 Measurement** - The following subsection shall apply sheet pile walls: 520.80 (a)(b)(c)(e). The estimated sheet pile quantity is as follows (includes total projected area of sheet pile, exposed and embedded).

Structure Number	Material	Estimated Quantities (SQ. FT)
11660	ASTM A572 Grade 50	1607
11676	ASTM A572 Grade 50	1615

**Payment**

**00596F.90 Payment** – The accepted quantities of work performed under this Section will be paid as follows:

Pay Item	Measurement
(a) Driven Sheet Piles.....	SQFT

Payment will be payment in full for installing all sheet piles, sheet pile abutment wall concrete caps, HSS strong beams, anchor rods, placing backfill material, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

### **SECTION 00620 - COLD PLANE PAVEMENT REMOVAL**

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

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

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00744.51.

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

Comply with Section 00641 of the Standard Specifications.

### **SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

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

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 0.95 Tons of Emulsified Asphalt in tack coat will be required on this Project.

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

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

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

Provide PG64-22 grade asphalt cement for this Project.

**00744.51 Opening Sections to Traffic** - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the wearing Course before opening to traffic.

## **SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT**

Comply with Section 00860 of the Standard Specifications.