

**CONTRACT AND BONDS DOCUMENTS  
FOR HARDCASTLE AVENUE REALIGNMENT & RAILROAD  
CROSSING PROJECT**

**PUBLIC WORKS DEPARTMENT  
CITY OF WOODBURN, OREGON**



**Hardcastle Avenue Realignment & Railroad Crossing**

<b>BID NUMBER:</b>	<b>2019-09</b>
<b>PROJECT NUMBER:</b>	<b>2017-011-29</b>
<b>BID OPENING DATE:</b>	<b>June 13, 2019</b>
<b>BID OPENING TIME:</b>	<b>2:00 PM</b>
<b>SUBSTANTIALLY COMPLETION DATE:</b>	<b>120 Calendar Days from Issued of Notice to Proceed, or not later than October 31, 2019, whichever comes first.</b>
<b>COMPLETION DATE</b>	<b>November 30, 2019</b>

**HARDCASTLE AVENUE  
REALIGNMENT & RAILROAD  
CROSSING PROJECT  
BID DOCUMENTS  
May 2019**

**These Documents are the Property of the City of  
Woodburn**

**190 Garfield Street  
Woodburn, OR 97071  
(503) 982-5240**

**CONTRACT AND BONDS  
FOR EARTHWORK AND DRAINAGE  
CONSTRUCTION**

**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING PROJECT**

**PROJECT No. 2017-011-29  
BID NO. 2019-09**

**CITY OF WOODBURN  
PUBLIC WORKS DEPARTMENT  
WOODBURN, OREGON**

ERIC SWENSON	MAYOR
DEBBIE CABRALES	COUNCIL WARD 1
LISA ELLSWORTH	COUNCIL WARD 2
ROBERT CARNEY	COUNCIL WARD 3
SHARON SCHAUB	COUNCIL WARD 4
MARY BETH CORNWELL	COUNCIL WARD 5
ERIC MORRIS	COUNCIL WARD 6

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**PROJECT No. 2017-011-29**  
**BID No. 2019-09**

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# **INVITATION TO BID**

*By the*

**CITY OF WOODBURN**

*for*

## **HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING PROJECT**

**PROJECT No. 2017-011-29**

**BID No. 2019-09**

Sealed bids for the construction of **“Hardcastle Avenue Realignment & Railroad Crossing”** will be received by the City of Woodburn, OR at City Hall Annex, 190 Garfield St. until **2:00 PM, Thursday, June 13, 2019** and will thereafter be publicly opened and read.

Proposals shall be addressed to the Public Works Director, City of Woodburn, and 190 Garfield St., Woodburn, OR 97071. Bids shall be submitted in a plain sealed envelope bearing the Bidder's name, the name of the project and the date and time of the Bid opening, and shall be marked "**Bid No. 2019-09**" and bidders shall indicate on the Form of Proposal that ***“Bidder will comply with the provisions of Chapter 279C.800 through 279C.870, Oregon Revised Statutes”***.

The major items of work are estimated (approximate) quantities as follows:

1. Street reconstruction, 1,103 tons of asphaltic concrete, 2,170 tons of 3/4” – 0” aggregate base, 110 tons of 3” – 0” aggregate base, 1,437 foot of concrete curb.
2. Sidewalk and driveway reconstruction, 4,915 square feet of concrete.
3. 6” Concrete Surfacing, 1,690 square feet.
4. Street lighting
5. Storm drainage improvements, 100 LF of 8” pipe, 4 concrete inlets, 3 concrete manholes.

Plans and specifications may be examined at the City Engineer's Office, City Hall Woodburn, OR on or after **Thursday, May 24, 2019.** Copies of the Bid Documents may be obtained from the City Engineer's Office upon deposit of a non-refundable fee of fifty dollars (\$50.00) for each set. Additionally, electronic plan sets are available for viewing and downloading on the Engineering Division's website at: <https://www.woodburn-or.gov/publicworks/page/bids-and-rfps> and/or have been downloaded by the following plan centers.

*DJC Plan Center – Portland, OR  
Contractor’s Plan Center – Clackamas, OR  
Salem Contractor’s Exchange – Salem, OR*

There is no pre-bid conference scheduled. Those not familiar with the project can visit the site at the Street sites as indicated on the Location Map of the Drawings.

Bidders must be pre-qualified in accordance with the laws of the State of Oregon. Completed pre-qualification forms or proof of pre-qualification shall conform to the Special Provisions. Only bids from pre-qualified Bidders will be opened.

No bid for a construction contract shall be received or considered unless the bidder is registered

with the Construction Contractors Board. The Contractor and every Subcontractor must have a Public Works Bond filed with the CCB before starting work on the project.

Bidders on this project need not be licensed for asbestos handling pursuant to ORS 468A.720. Each bidder must indicate on the bid form whether they are a resident or nonresident bidder as defined in ORS 279A.120 (b).

All proposals shall be made on the proposal forms. All proposals shall be accompanied by a Bid Bond, equal to ten percent (10%) of the total bid. Bid Bond shall be forfeited to the City if the Contractor fails to execute the contract within time allotted under the specifications.

Pursuant to ORS 279C.370, bidders on public works projects with a contract value of \$100,000 or more are required to disclose, 2-hours after bid opening, the bidders first-tier subcontractors. The bidder shall provide the information as required on City of Woodburn first-tier disclosure form, provided in the contract documents.

At the discretion of the Project Manager, Addenda (um) and Contract clarifications shall either be posted on the City, Engineering Division website or delivered to Plan Holders via facsimile. Potential Bidders should check the website on a daily basis until the Bid Opening date. The website can be found at <https://www.woodburn-or.gov/publicworks/page/bids-and-rfps>. Addenda must be signed and submitted with the Bid Proposal to be considered a responsive offer.

Although contract award is expected to be made by the City Council on **Monday, June 24, 2019** the City of Woodburn reserves the right to reject any and all bids not in compliance with prescribed bidding procedures and requirements, and may reject for good cause any and all bids upon a finding of the Agency if it is in the public interest to do so. The three (3) lowest bidders may not withdraw or modify his bid prior to the lapse of 35-days after the bid opening.

This project must be substantially completed within **one hundred and twenty (120) calendar days** after the dated "Notice to proceed" or not later than October 31, 2019, whichever comes first.

All project work shall be completed by November 30, 2019.

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Heather Pierson  
City Recorder  
City of Woodburn, OR 97071

**INSTRUCTIONS TO BIDDERS**  
**BID #2019-09**

**1. GENERAL:**

- A. SPECIFICATIONS – The Specifications that is applicable to the Work on this Project is the 2018 edition of the “Oregon Standard Specifications for Construction” and as modified by Special Provisions.
- B. This is a formal procure. Faxed bids will not be accepted.
- C. Bidding requirements and obligations shall comply and conform to Part 00100 of the General Conditions of the Standard Specifications or as modified by the Special Provisions or herein.
- D. Coordination with UPRR. The contractor’s construction staging must consider UPRR’s railroad crossing work. In addition, any work within UPRR’s R/W must be coordinated with UPRR and meet all UPRR’s requirements.

**2. SECURING CONTRACT DOCUMENTS:**

- A. Copies of the Contract Documents are on file with the Public Works Department - Engineering Division, located at:

City Hall Annex  
190 Garfield Street  
Woodburn, OR 97071.

- B. Questions regarding bidding, materials or technical requirements should be directed to the Project Manager at:

Dago Garcia, City Engineer  
190 Garfield St.  
Woodburn, OR 97071  
Phone: 503.982.5248  
Email: [dago.garcia@ci.woodburn.or.us](mailto:dago.garcia@ci.woodburn.or.us)

Or

Eric Liljequist, PE, Public Works Director  
190 Garfield St.  
Woodburn, OR 97071  
Phone: 503.982.5241  
Email: [Eric.Liljequist@ci.woodburn.or.us](mailto:Eric.Liljequist@ci.woodburn.or.us)

- C. Bidder is responsible for completing and returning all page(s), attachment(s) which require a response.



- D. Plan Holder's List – An electronic copy of the “Plan Holders List” is provided on the Agency website and will be periodically updated. Contractors, suppliers and others wishing to be added to this list should contact the Project Manager as identified in 2.B.
- E. Project Notifications – Addenda, clarifications, etc. shall be posted on the Agency website and are the responsibility of the Contractor to download before submission of bids. Contractor shall sign and submit with offer all Addenda associated (posted on website) with the project.

**3. PROJECT FINANCING:**

- A. This project is financed and paid for by the City of Woodburn and ODOT Rail .
- B. The Engineer's cost estimated range for the construction of this project is between: \$650,000 and \$850,000.
- C. This project is subject to the higher of the prevailing wages rates under the Oregon Prevailing Wages Law and the Federal Davis-Bacon Act. The work under this contract is also subject to the “Buy American” requirements and provisions that require all of the iron, steel, and manufactured goods used in the project to be produced in the United States (“Buy America Requirements”).
- D. The applicable BOLI and Davis-Bacon prevailing wage rate are included with the Special Provisions for additional information about which wage rate apply to the project.

Prevailing wage rates for public works contracts in Oregon can be found at the following link:

<https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>

and listed as "Prevailing Wage Rates for Public Works Contracts in Oregon effective January 1, 2019" and amended April 1, 2019.

Additional information regarding the Davis-Bacon Act can be found at the following link:

<https://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>

**4. CONSTRUCTION AGREEMENT**

- A. The construction contract between Owner and Contractor shall be provided by The City of Woodburn. A sample Agreement is included in these documents.

**5. PREBID CONFERENCE:**

- A. No pre-bid conference is required nor scheduled for this project.

**6. AWARD OF THE CONTRACT:**

- A. Award of the Contract, by the Contract Review Board (City Council), will be by recommendation of the Public Works Department, based on the lowest cost

offer of the responsive and responsible Bidder in accordance with Section 00130 of the Oregon Standard Construction Specifications and all modifications by Special Provisions.

**7. SPECIAL CONCERNS:**

- A. Coordination with UPRR regarding any work completed within UPRR Right-of-way
- B. Contractor to comply with UPRR Right-of-Entry document
- C. Contractor to comply with all requirements set in the “Public Highway At-Grade Crossing Agreement”.
- D. Provide access to all business and residents at all times.
- E. Provide access to first responders at all times.
- F. Services, such as delivery, waste management, mail, shall be maintained all times throughout all construction activities.

**8. TIME OF COMPLETION:**

- A. The project shall be substantially completed within one hundred and twenty (120) calendar days after the dated ‘Notice to proceed’, or not later than October 31, 2019, whichever comes first.
- B. All project work shall be completed by November 30, 2019.

## CERTIFICATION PAGE

Each Bidder (offeror) must read and comply with the following Sections. Failure to do so may result in bid/proposal (offer) rejection.

### RESIDENCY INFORMATION

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall: (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(1)(b)].

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above [ORS 279A.120 (1)(b)].

Check one: Bidder is a  RESIDENT bidder  NON-RESIDENT bidder.

### CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225.

### CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue.

### VERIFICATION OF RESPONSIBILITY

The City reserves the right, pursuant to ORS 279C.375 and OAR 137-049-0390, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest bidder's (apparent successful offeror's) ability to perform the contract. Submission of a signed offer shall constitute approval for the City to obtain any information the City deems necessary to conduct the evaluation. The City shall notify the apparent successful offeror, in writing, of any other documentation required. Being a responsible bidder may include having the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise to perform the contract. Contractor shall have a satisfactory record of contract performance. The Contractor shall also have a satisfactory record of integrity. An unsatisfactory record of integrity may include previous violations of state environmental laws or a false certifications made to any Public Agency. The Contractor is to be qualified legally to contract with the City of Woodburn. Failure to promptly provide any requested information may result in bid/proposal rejection.

The City may postpone the award of the contract after announcement of the apparent successful offeror in order to complete its investigation and evaluation. Failure of the apparent successful offeror to demonstrate responsibility, as required under ORS 279C.375 and OAR 137-049-0390, may render the offeror non-responsible and shall constitute grounds for offer rejection.

### DRUG TESTING POLICY CERTIFICATION

DRUG-TESTING POLICY CERTIFICATION:

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in the matter, and to the best of my knowledge the Contractor has a drug-testing program in place which applies to all employees. Contractor shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract. [ORS 279C.505J

**FORM OF PROPOSAL**  
For  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**

**PROJECT No. 2017-011-29**  
**Bid No. 2019-09**

Honorable Mayor and City Council  
City Hall  
Woodburn, Oregon 97071

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, which it is made without any connection or collusion with any person making another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the proposed improvements; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions or work involved, including the fact that the description of work and materials as included herein, is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that this Proposal is made according to the provisions and the terms of the Contract Documents, which Documents are herein attached and are hereby made a part of this Proposal.

The Bidder further agrees to complete construction of all work in all respects in accordance with the Special Provisions incorporated herein.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit set under Specifications of this document or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City of Woodburn, Oregon, using the rate formula outlined in the Special Provisions, and not less than \$150.00 per day, until the work shall have been finished, as provided by the Contract Documents.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract Documents.

The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

It is declared that the Bidder will comply with all provisions of ORS 279C.840. The workmen on the project will be paid Oregon Prevailing Wage Rates (also called "PWR").

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance Bond within ten (10) calendar days after receipt of notification of acceptance of his Proposal, then, in that event, the bid security in the sum of:

(In Words): \_\_\_\_\_

(In Numbers): \$ \_\_\_\_\_

deposited herewith according to the conditions of the Advertisement for Bids and Information to Bidders, shall be retained by the City of Woodburn, Oregon, as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the City of Woodburn will sustain in case the Bidder shall fail or refuse to enter into the contract for the said work and to furnish the Performance Bond as specified in the Contract Documents. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

If the Bidder is awarded a construction contract on this proposal, the surety who will provide the Performance Bond will be:

\_\_\_\_\_ Whose address is:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

Agents Name: \_\_\_\_\_ Phone No. \_\_\_\_\_

The address for all communications concerned with this Proposal and where the Contract shall be sent is:

Contractor: \_\_\_\_\_ doing business at:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

**BID SCHEDULE  
HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**

<b>ITEM #</b>	<b>SPEC #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	0210-0100000A	MOBILIZATION (10%)	LS	1	\$	\$
2	0225-0100000A	TEMPORARY PROTECTION & DIRECTION OF TRAFFIC	LS	1	\$	\$
3	0225-0102000J	TEMPORARY SIGNS	SQFT	480	\$	\$
4	0225-0105000E	TEMPORARY BARRICADES, TYPE III	EACH	15	\$	\$
5	0225-0126000F	TEMPORARY CONCRETE BARRIER, REFLECTORIZED	FOOT	125	\$	\$
6	0225-0132000F	MOVING TEMPORARY CONCRETE BARRIER	FOOT	125	\$	\$
7	0225-0134000E	TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM	EACH	1	\$	\$
8	0225-0137000E	MOVING TEMPORARY IMPACT ATTENUATOR, NARROW SITE SYSTEM	EACH	1	\$	\$
9	0225-0141600F	PEDESTRIAN CHANNELIZING DEVICES	FOOT	660	\$	\$
10	0225-0147000E	TEMPORARY DELINEATORS	EACH	75	\$	\$
11	0225-0149000E	TEMPORARY FLEXIBLE PAVEMENT MARKERS	EACH	35	\$	\$
12	0225-0153200J	TEMPORARY PAVEMENT BARS	SQFT	24	\$	\$
13	0225-0156000J	BAR REMOVAL	SQFT	24	\$	\$
14	0225-0168000T	FLAGGERS	HOUR	400	\$	\$
15	0225-0168100T	FLAGGER STATION LIGHTING	HOUR	52	\$	\$
16	0280-0110010E	CONSTRUCTION ENTRANCE, TYPE 1	EACH	2	\$	\$
17	0280-0114020E	INLET PROTECTION, TYPE 2	EACH	9	\$	\$
18	0280-0114040E	INLET PROTECTION, TYPE 4	EACH	2	\$	\$
19	0280-0115030F	SEDIMENT BARRIER, TYPE 3	FOOT	720	\$	\$

20	0290-0100000A	POLLUTION CONTROL PLAN (0.5%)	LS	1	\$	\$
21	0294-0100000A	HEALTH AND SAFETY PLAN	LS	1	\$	\$
22	0294-0200000M	CONTAMINATED SOIL REMOVAL	TON	1,030	\$	\$
22	0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1	\$	\$
22	0310-0101000F	REMOVAL OF CURBS	FOOT	210	\$	\$
23	0310-0103000J	REMOVAL OF SURFACINGS	SQYD	280	\$	\$
23	0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$	\$
24	0310-0119000F	ASPHALT PAVEMENT SAW CUTTING	FOOT	389	\$	\$
25	0320-0100000A	CLEARING AND GRUBBING	LS	1	\$	\$
26	0330-0105000K	GENERAL EXCAVATION	CUYD	940	\$	\$
27	0445-035008AF	8 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	100	\$	\$
28	0470-0101000E	CONCRETE STORM SEWER MANHOLES	EACH	3	\$	\$
29	0470-0313000E	CONCRETE INLETS, TYPE G-1	EACH	4	\$	\$
30	0490-0100000E	ADJUSTING BOXES	EACH	3	\$	\$
31	0490-0105000E	ADJUSTING INLETS	EACH	2	\$	\$
32	0490-0120000E	MINOR ADJUSTMENT OF MANHOLES	EACH	3	\$	\$
33	0490-0123000E	EXTRA FOR MANHOLES OVER EXISTING SEWERS	EACH	3	\$	\$
34	0490-0100000E	ADJUSTING VALVES	EACH	1	\$	\$
35	0490-0117000E	FILLING ABANDONED STRUCTURES	EACH	2	\$	\$
36	0620-0107000J	COLD PLANE PAVEMENT REMOVAL, 0-4 INCHES DEEP	SQYD	210	\$	\$
37	0641-0112000M	3/4 INCH - 0 AGGREGATE BASE	TON	2,170	\$	\$
38	0641-0123000M	3 INCH - 0 AGGREGATE BASE	TON	110	\$	\$

39	0744-0302000M	LEVEL 3, 1/2 INCH DENSE HMAC MIXTURE	TON	1,103	\$	\$
40	0745-0620000M	PG 64-22 ASPHALT IN 1/2 ACP	TON	66	\$	\$
41	0749-0100000E	EXTRA FOR ASPHALT APPROACHES	EACH	1	\$	\$
42	0759-0110000F	CONCRETE CURBS, STANDARD CURB	FOOT	308	\$	\$
43	0759-0103000F	CONCRETE CURBS, CURB AND GUTTER	FOOT	1,018	\$	\$
44	0759-0116000F	CONCRETE CURBS, MOUNTABLE CURB	FOOT	111	\$	\$
45	0759-0126000J	CONCRETE DRIVEWAYS	SQFT	1,594	\$	\$
46	0759-0127000J	CONCRETE DRIVEWAYS, REINFORCED	SQFT	251	\$	\$
47	0759-0128000J	CONCRETE WALKS	SQFT	3,070	\$	\$
48	0759-0140000J	6 INCH CONCRETE SURFACING	SQFT	1,690	\$	\$
49	0759-0154000E	EXTRA FOR NEW SIDEWALK RAMPS	EACH	4	\$	\$
50	0759-0510000E	TRUNCATED DOME ON NEW SURFACES	EACH	6	\$	\$
51	0820-0100000F	CONCRETE BARRIER	FOOT	88	\$	\$
52	0860-0200000F	LONGITUDINAL PAVEMENT MARKINGS - PAINT	FOOT	750	\$	\$
53	0865-0160000F	THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFILED	FOOT	1,440	\$	\$
54	0867-0145000J	PAVEMENT BAR, TYPE B	SQFT	370	\$	\$
55	0902-0100000E	CROSSWALK CLOSURE BARRICADES	EACH	2	\$	\$
56	0905-0100000A	REMOVE EXISTING SIGNS	LS	1	\$	\$
57	0905-0101000A	REMOVE AND REINSTALL EXISTING SIGNS	LS	1	\$	\$
58	0920-0100000A	SIGN SUPPORT FOOTINGS	LS	1	\$	\$
59	0930-0117000A	PERFORATED STEEL SQUARE TUBE ANCHOR SIGN SUPPORTS	LS	1	\$	\$



60	0940-0202000J	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	SQFT	60	\$	\$
61	0970-0104000A	ILLUMINATION SYSTEM	LS	1	\$	\$
62	1030-0108000R	PERMANENT SEEDING	ACRE	0.02	\$	\$
63	1040-0190000K	BARK MULCH	CUYD	3	\$	\$
64	1070-0103000E	REMOVE AND REINSTALL MAILBOX SUPPORTS	EACH	2	\$	\$
<b>Total:</b>					<b>\$ _____</b>	

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If Sole Proprietor or Partnership)

In witness hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title (If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Corp: \_\_\_\_\_

Oregon Corp. No: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CCB No: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_ "Bidder will comply with the provisions of Oregon Revised Statutes (ORS) 279C.840".  
Initial

Attest: \_\_\_\_\_  
Bidder

**CITY OF WOODBURN, OR**  
**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

PROJECT NAME:	<b>Hardcastle Avenue Realignment &amp; Railroad Crossing Project</b>		
PROJECT No:	<b>2017-011-29</b>	BID No:	<b>2019-09</b>
BID CLOSING DATE:	<b>June 13, 2019</b>	TIME:	<b>2:00 PM</b>
DISCLOSURE DEADLINE DATE:	<b>June 13, 2019</b>	TIME:	<b>4:00 PM</b>

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date with in two working hours after the advertised bid closing.

List below the name of each subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "None" if there are no subcontractors that need to be disclosed. (IF NEEDED, ATTACH ADDITIONAL SHEETS.)

	<u>NAME</u>	<u>DOLLAR VALUE</u>	<u>CATEGORY OF WORK</u>
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	

The above listed first-tier subcontractor(s) are providing labor and/or materials with a Dollar Value equal to or greater than:

- a. 5% of the total contract price or \$15,000 (including all alternates), whichever is greater; or
- b. \$350,000.00 regardless of the percentage of the total Contract Price.

**FAILURE TO SUBMIT THIS FORM FILLED OUT BY THE DISCLOSURE DEADLINE WILL RESULT IN A NON-RESPONSIVE BID. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.**

Form Submitted by (Bidder Name): \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone No: \_\_\_\_\_  
 Deliver Form to Agency: \_\_\_\_\_ CITY OF WOODBURN  
 Person Designated to Receive Form: \_\_\_\_\_ CITY ENGINEER  
 Agency's Address: \_\_\_\_\_ 190 Garfield Street, Woodburn, OR 97071

**UNLESS OTHERWISE STATED IN THE ORIGINAL SOLICITATION,  
 THIS DOCUMENT SHALL NOT BE FAXED.**

## **BID SUBMITTAL CHECKLIST**

---

The following is a checklist of the items that shall be submitted with the Bidder's bid Proposal

- Form of Proposal
- Bid Bond
- First Tier Subcontractor Disclosure Form (Submit within two hours after bid opening time)
- Certification Page

## CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between \_\_\_\_\_, hereinafter called "CONTRACTOR" and the CITY OF WOODBURN, an Oregon Municipal Corporation, hereinafter called "City" or "Owner".

The Contractor, for the consideration hereinafter named, does hereby agree to furnish all materials, equipment, labor and necessary implements for the construction of **Hardcastle Avenue Realignment & Railroad Crossing** and doing such other work as is necessary to make an appropriate and complete improvement.

All of said work shall be done according to the terms, conditions, and requirements of the Contract Documents including the: Advertisement of Bids, Contractor's signed Proposal, information to bidders, special specifications, general conditions, standard specifications, general specifications, and plans and Addendum Nos. ( ) for said improvement, which Contract Documents by this reference are made a part of this agreement.

Said improvement shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within time extended, the City will suffer liquidated damages as specified in the Contract Documents, which liquidated damages shall be retained out of any monies due or to become due under this agreement.

Payments shall be made as provided in the Contract Documents. The contract amount, as approved by the Council on **June 24, 2019**, and agreed by the Contractor, is **\$x,xxx,xxx.xx**.

The City will pay the required fee to the Bureau of Labor and Industries equal to one-tenth of one percent (0.1 percent) of the price of this contract, minimum fee in the amount of \$250.00 and maximum fee of \$7,500.00.

The Contractor will pay the prevailing wage rates in accordance with ORS279C.830 and as amended by Davis Bacon and all current amendments as set forth in the Contract.

NOW, THEREFORE, in consideration of the faithful performance of the covenants and agreements hereinbefore made by the Contractor, the City hereby covenants and agrees to pay the Contractor as in said Contract Documents provided.

IN WITNESS WHEREOF, the respective parties hereto have each caused these presents to be executed in duplicate the day and year first above written.

CITY OF WOODBURN, OREGON

ATTESTED:

Heather Pierson, *CITY RECORDER*

Eric Swenson, *MAYOR*

CONTRACTOR: \_\_\_\_\_  
*Organization*

By: \_\_\_\_\_ Title:  
\_\_\_\_\_

Bond No. \_\_\_\_\_  
Solicitation \_\_\_\_\_  
Project BID#: **2019-09**

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that, \_\_\_\_\_,  
as the Principal, and \_\_\_\_\_, a corporation organized and  
existing under the laws of the State of Oregon, and duly authorized to transact a surety  
business in the State of Oregon, as Surety, are held and firmly bound unto the City of  
Woodburn, a municipal corporation of the State of Oregon, in the penal sum of  
\$\_\_\_\_\_ Dollars \$\_\_\_\_\_, lawful money of the United States of  
America, for the payment whereof well and truly to be made, we and each of us, jointly  
and severally, bind ourselves, our and each of our heirs, executors, administrators  
successors and assign, firmly by these presents.

**WHEREAS**, the Principal has entered into a contract with the City of Woodburn,  
the plans, specifications, terms and conditions of which are contained in the above-  
referenced Solicitation;

**WHEREAS**, the terms and conditions of the contract, together with applicable  
plans, standard specifications, special provisions, schedule of performance, and  
schedule of contract prices, are made a part of this Performance Bond by reference,  
whether or not attached to the contract (all hereafter called the "Contract"); and

**WHEREAS**, the Principal has agreed to perform the Contract in accordance with  
the terms, conditions, requirements, plans and specifications, and all authorized  
modifications of the Contract which increase the amount of the work, the amount of the  
Contract, or constitute an authorized extension of the time for performance, notice of  
any such modifications hereby being waived by the Surety,

### **NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH:**

That if the Principal herein shall faithfully and truly observe and comply with the  
terms, conditions and provisions of the Contract, in all respects, and shall well and truly  
and fully do and perform all matters and things undertaken by Contractor to be  
performed under the Contract, upon the terms set forth therein, and within the time  
prescribed therein, or as extended as provided in the Contract, with or without notice to  
the Sureties, and shall indemnify and save harmless the City of Woodburn, the, its  
officers, employees and agents, against any direct or indirect damages or claim of every  
kind and description that shall be suffered or claimed to be suffered in connection with  
or arising out of the performance of the Contract by the Principal or its subcontractors,  
and shall in all respects perform said contract according to law, then this obligation is to  
be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City  
of Woodburn, be obligated for the payment of any premiums.

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

Contractor

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Surety

By: \_\_\_\_\_

Attorney-In-Fact



Bond No. \_\_\_\_\_  
Solicitation: \_\_\_\_\_  
Project Bid#: **2019-09**

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that, \_\_\_\_\_,  
as the Principal, and \_\_\_\_\_, a corporation organized and  
existing under the laws of the State of Oregon, and duly authorized to transact a surety  
business in the State of Oregon, as Surety, are held and firmly bound unto the City of  
Woodburn, a municipal corporation of the State of Oregon, in the penal sum of  
\$\_\_\_\_\_ Dollars \$\_\_\_\_\_, lawful money of the United States of  
America, for the payment whereof well and truly to be made, we and each of us, jointly  
and severally, bind ourselves, our and each of our heirs, executors, administrators  
successors and assign, firmly by these presents.

**WHEREAS**, the Principal has entered into a contract with the City of Woodburn,  
the plans, specifications, terms and conditions of which are contained in the above-  
referenced Solicitation;

**WHEREAS**, the terms and conditions of the contract, together with applicable  
plans, standard specifications, special provisions, schedule of performance, and  
schedule of contract prices, are made a part of this Payment Bond by reference,  
whether or not attached to the contract (all hereafter called the "Contract"); and

**WHEREAS**, the Principal has agreed to perform the Contract in accordance with  
the terms, conditions, requirements, plans and specifications, and all authorized  
modifications of the Contract which increase the amount of the work, the amount of the  
Contract, or constitute an authorized extension of the time for performance, notice of  
any such modifications hereby being waived by the Surety,

### **NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH:**

That if the Principal shall faithfully and truly observe and comply with the terms,  
conditions and provisions of the Contract, in all respects, and shall well and truly and  
fully do and perform all matters and things by it undertaken to be performed under said  
Contract and any duly authorized modifications that are made, upon the terms set forth  
therein, and within the time prescribed therein, or as extended therein as provided in the  
Contract, with or without notice to the sureties, including the conditions listed in ORS  
279.310 to 279.320, and shall indemnify and save harmless the City of Woodburn, its  
officers, employees and agents, against any claim for direct or indirect damages of  
every kind and description that shall be suffered or claimed to be suffered in connection  
with or arising out of the performance of the Contract by the Contractor or its  
Subcontractors, and shall promptly pay all persons supplying labor, materials or both to  
the Principal or its Subcontractors for prosecution of the work provided in the Contract;  
and shall promptly pay all contributions due the State Industrial Accident Fund and the  
State Unemployment Compensation Fund from the Principal or its Subcontractor in  
connection with the performance of the Contract; and shall pay over to the Oregon

Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its Subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City of Woodburn on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Woodburn, be obligated for the payment of any premiums.

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

Contractor

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Surety

By: \_\_\_\_\_

Attorney-In-Fact

Bond No. \_\_\_\_\_

Solicitation \_\_\_\_\_

Project Bid No. 2019-09

Project Name: \_\_\_\_\_

### MAINTENANCE/WARRANTY BOND

**KNOW ALL MEN BY THESE PRESENTS** that, \_\_\_\_\_, as the Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of Oregon, and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the City of Woodburn, a municipal corporation of the State of Oregon, in the penal sum of \$\_\_\_\_\_ Dollars \$\_\_\_\_\_, lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators successors and assign, firmly by these presents.

**WHEREAS**, the Principal has entered into a contract with the City of Woodburn, the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation;

**WHEREAS**, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Maintenance/Warranty Bond by reference, whether or not attached to the contract (all hereafter called the "Contract"); and

**WHEREAS**, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety,

#### **NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH:**

That the Principal agrees to warrant to the City of Woodburn that the construction is, and will remain for a period of one (1) year from the date of acceptance, free from defects in materials and workmanship.

That if the Principal herein shall faithfully and truly observe the terms, provisions, conditions, stipulations, directions, and requirements of the Contract and shall in all respects, whether the same be enumerated herein or not, faithfully comply with the same and shall assume the defense of indemnify and save harmless the City

of Woodburn, its officers, agents, and employees from all claims, liabilities, loss, damage or injury which may have been suffered or claimed to have been suffered to persons or property directly or indirectly resulting from or arising out of the operations or conduct of the Principal or any subcontractor in the performance of the work under the Contract and shall indemnify and make whole the City for any injury or damage to any street, highway, avenue, or road or any part thereof, resulting from the operations or conduct of the Principal or any subcontractor in connection with performance or conduct of the work under the Contract, and shall in all respects faithfully keep and observe all of said terms, provision, conditions, stipulations, directions, and requirements, then this obligation is void, otherwise, it shall remain in full force and effect.

WITNESS our hand and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

Name:

\_\_\_\_\_

BY:

TITLE: \_\_\_\_\_

Surety

By: \_\_\_\_\_

Attorney-In-Fact

**NOTICE TO PROCEED**

**PUBLIC WORKS DEPT.  
ENGINEERING DIV.**



PROJECT NAME:	N. First Street Improvements Project		
BID #:	2019-09	PROJECT No #:	2017-011-29
AMOUNT:	\$	BEGIN DATE:	
CONTRACTOR:		CCB #:	
ADDRESS:			

You are hereby notified to commence work on the referenced contract, and shall substantially complete all of the work of said contract within one hundred and twenty calendar days or not later than October 31, 2019.

The substantially completion date is therefore: **one hundred and twenty calendar days form issued of notice to proceed, or not later than October 31, 2019, whichever comes first.**

The completion date is therefore: **November 30, 2019.**

The contract provides for the assessment of liquidated damages for each consecutive calendar day after the above-established contract completion date that the work remains incomplete in the amount of: \$ \_\_\_\_\_ per day.

PM for THE CITY OF WOODBURN: Dago Garcia

DATE: \_\_\_\_\_

**Contractor:** *Complete items below this line and return Document to Owner within seven (7) days:*

**CONTRACTOR'S ACCEPTANCE OF THIS NOTICE**

Receipt of the foregoing Notice to Proceed is hereby acknowledged:

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING ACTIVITIES**

Project: **Hardcastle Avenue Realignment and Railroad Crossing**

Project Number: **2017-011-29**

Bid Number: **2019-09**

Name of Submitting Firm: \_\_\_\_\_

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Officer's Signature: \_\_\_\_\_

Type or print officer's name: \_\_\_\_\_ Date: \_\_\_\_\_

**BUY AMERICA CERTIFICATION**

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.*

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Special Note: Make sure you have signed only one of the above statements -- either Compliance OR Non-Compliance (not both).**

**BID BOOKLET  
FOR HIGHWAY CONSTRUCTION**



**OREGON DEPARTMENT OF TRANSPORTATION  
SALEM, OREGON**



**Paving, Pavement Marking, Signing, Illumination, and Roadside  
Development**

**Hardcastle Avenue Realignment & Railroad Crossing**

**Hardcastle Avenue**

**Marion County, Oregon**

**BID DATE (June 13, 2019)**

**CLASS OF PROJECT FAST ACT SECTION 130**

**CLASS OF WORK EARTHWORK AND DRAINAGE**

**BID OF \_\_\_\_\_**



## DESCRIPTION OF WORK

Paving, Pavement Marking, Signing, Illumination, and Roadside Development  
Hardcastle Avenue Realignment & Railroad Crossing  
Hardcastle Avenue  
Marion County, Oregon

## TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be at 2:00:00 p.m. on the 13 day of June, 2019. Bids will be received by Marie Wright, Construction Contracts Manager at the following time and places:

Before 2:00:00 p.m. on the day of Bid Closing.

Proposals shall be addressed to the Public Works Director, City of Woodburn, and 190 Garfield St., Woodburn, OR 97071. Bids shall be submitted in a plain sealed envelope bearing the Bidder's name, the name of the project and the date and time of the Bid opening, and shall be marked " **Bid No. 2019-09** and bidders shall indicate on the Form of Proposal that ***"Bidder will comply with the provisions of Chapter 279C.800 through 279C.870, Oregon Revised Statutes"***.

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00:00 p.m. on the day of Bid Closing.

## PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening for the work described above will be in the lobby of Oregon Department of Transportation, 3930 Fairview Industrial Drive SE, Salem, Oregon, beginning at 2:00:00 p.m. on the day of Bid Closing.

## COMPLETION TIME LIMIT

See Special Provisions Subsection 00180.50(h).

## CLASS OF PROJECT

This is a Municipal Public Works, Federal-Aid, State - Buy America Project.

## CLASS OF WORK

The Class of Work for this Project is: Earthwork and Drainage.

## **COOPERATIVE AGREEMENT PROVISIONS**

### **Buy America**

All of the steel, iron, and manufactured goods used in the project must be produced in the United States unless the U.S. Secretary of Transportation waives the application of this provision (49 U.S.C. Chapters 244, 246; §24405 – Buy America). The contractor must submit a Buy America certificate of material origin with each project submittal before the material is incorporated into the project.

### **Wage Rate Requirements**

This project is subject to the higher of the prevailing wages rates under the Oregon Prevailing Wages Law and the Federal Davis-Bacon Act. The work under this contract is also subject to the “Buy American” requirements and provisions that require all of the iron, steel, and manufactured goods used in the project to be produced in the United States (“Buy America Requirements”).

## **APPLICABLE SPECIAL PROVISIONS**

The Special Provisions booklet applicable to the above-described work, for which Bids will be opened at the place, time, and date stated above, is that which contains the exact information as shown above on this page.

Bidders are cautioned against basing their Bids on a booklet bearing any different description, date(s), Class of Project, or Class of Work.

**SPECIAL PROVISIONS  
FOR HIGHWAY CONSTRUCTION**



**OREGON DEPARTMENT OF TRANSPORTATION  
SALEM, OREGON**



**Paving, Pavement Marking, Signing, Illumination, and Roadside  
Development**

**Hardcastle Avenue Realignment & Railroad Crossing**

**Hardcastle Avenue**

**Marion County, Oregon**

**BID DATE (June 13,2019)**

## DESCRIPTION OF WORK

Paving, Pavement Marking, Signing, Illumination, and Roadside Development  
Hardcastle Avenue Realignment & Railroad Crossing  
Hardcastle Avenue  
Marion County, Oregon

## TIME AND PLACES OF RECEIVING BIDS (BID CLOSING)

Bid Closing for the work described above will be at 2:00:00 p.m. on the 13 day of June, 2019. Bids will be received by Marie Wright, Construction Contracts Manager at the following time and places:

Before 2:00:00 p.m. on the day of Bid Closing.

Proposals shall be addressed to the Public Works Director, City of Woodburn, and 190 Garfield St., Woodburn, OR 97071. Bids shall be submitted in a plain sealed envelope bearing the Bidder's name, the name of the project and the date and time of the Bid opening, and shall be marked "**Bid No. 2019-09**" and bidders shall indicate on the Form of Proposal that "*Bidder will comply with the provisions of Chapter 279C.800 through 279C.870, Oregon Revised Statutes*".

Bids, Bid modifications, and Bid withdrawals will not be accepted at or after 2:00:00 p.m. on the day of Bid Closing.

## PLACE, TIME, AND DATE OF READING BIDS (BID OPENING)

Bid Opening for the work described above will be at location of bid delivery, beginning at 2:00:00 p.m. on the day of Bid Closing.

## COMPLETION TIME LIMIT

See Subsection 00180.50(h).

## CLASS OF PROJECT

This is a Municipal Public Works, Federal-Aid, State - Buy America Project.

## CLASS OF WORK

The Class of Work for this Project is: Earthwork and Drainage.

## **COOPERATIVE AGREEMENT PROVISIONS**

### **Buy America**

All of the steel, iron, and manufactured goods used in the project must be produced in the United States unless the U.S. Secretary of Transportation waives the application of this provision (49 U.S.C. Chapters 244, 246; §24405 – Buy America). The contractor must submit a Buy America certificate of material origin with each project submittal before the material is incorporated into the project.

### **Wage Rate Requirements**

This project is subject to the higher of the prevailing wages rates under the Oregon Prevailing Wages Law and the Federal Davis-Bacon Act. The work under this contract is also subject to the “Buy American” requirements and provisions that require all of the iron, steel, and manufactured goods used in the project to be produced in the United States (“Buy America Requirements”).

## **PROJECT INFORMATION**

Information pertaining to this Project may be obtained from the following:

Eric Liljequist, P.E. Public Works Director, City of Woodburn 190 Garfield Street, Woodburn, OR 97071; Email [Eric.Liljequist@ci.woodburn.or.us](mailto:Eric.Liljequist@ci.woodburn.or.us), or Fax \_503-982-5242. All requests for information must be in writing with reference to the Project name.

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Hardcastle Avenue Realignment at Railroad Crossing  
Earthwork and Drainage

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PLANS  
BID SCHEDULE

**UNION PACIFIC RAILROAD COMPANY**

**Contractor's Right of Entry Agreement**

**Exhibit B**

**Exhibit C**

**Exhibit D**

The following Union Pacific Railroad Company agreements and exhibits are included in this Project for information and reference only. The actual Contractor's Right of Entry Agreement with Exhibit B, Exhibit C, and Exhibit D will be provided and executed by the Union Pacific Railroad Company.

The Contractor shall obtain all necessary permits and licenses and pay all fees and obtain a fully executed copy of the Railroad agreement according to 00170.01(e).

When Railroad flagger services are required, the Contractor shall provide Railroad flagger services through RailPros Field Services according to 00225.34 and 00225.48(d).



Folder No.:

UPRR Audit No.:

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"); and

\_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ corporation ("Contractor").

### RECITALS:

Contractor has been hired by the \_\_\_\_\_ ("State") to perform work relating to the \_\_\_\_\_ at-grade public road crossing with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post \_\_\_\_\_ (DOT \_\_\_\_\_) on its \_\_\_\_\_ Subdivision in or near \_\_\_\_\_, \_\_\_\_\_ County, Oregon, as such location is in the general location shown on the Railroad Location Print marked Exhibit A, attached hereto and hereby made a part hereof, which work is the subject of a contract dated February March 21, 2014, between the Railroad and the State.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

### AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

#### ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is

limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in Exhibit B, the Insurance Requirements contained in Exhibit C, and the Minimum Safety Requirements contained in Exhibit D, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

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- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of Exhibit B. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein  
*(Expiration Date)*

provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No.: \_\_\_\_\_*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such

noncompliance.

**ARTICLE 11 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
DAVID C. LAPLANTE  
Senior Manager-Real Estate

*(Name of Contractor)*

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT B**

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### GENERAL TERMS & CONDITIONS

##### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

##### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

**Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

SAMPLE



## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

**B. BUSINESS AUTOMOBILE COVERAGE INSURANCE** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. RAILROAD PROTECTIVE LIABILITY INSURANCE** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

**E. UMBRELLA OR EXCESS INSURANCE** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. POLLUTION LIABILITY INSURANCE** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### OTHER REQUIREMENTS

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## **EXHIBIT D**

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### **MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### **I. CLOTHING**

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
- ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### **II. PERSONAL PROTECTIVE EQUIPMENT**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### **III. ON TRACK SAFETY**

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### **IV. EQUIPMENT**

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - ii. Trained in and comply with the applicable operating rules if operating any hi-rail equipment on-track.
  - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### **V. GENERAL SAFETY REQUIREMENTS**

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
  - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
  - v. Before stepping over or crossing tracks, look in both directions first.
  - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.


OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS


FOR

Paving, Pavement Marking, Signing, Illumination, and Roadside Development  
Hardcastle Avenue Realignment & Railroad Crossing  
Hardcastle Avenue  
Marion County, Oregon


**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p>  <p>EXPIRES: 06/30/20</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Roadway, Erosion Control, Grading, Stormwater, Landscaping, and Curb Ramps. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 110, 120, 130, 140, 160, 165, 190, 199, 270, 280, 290, 294, 305, 310, 320, 330, 405, 406, 440, 445, 470, 480, 490, 495, 620, 640, 641, 730, 745, 756, 759, 820, 1030, 1070, 2001, 2530, &amp; 2690</p>
<p>Date Signed: 5/21/2019</p>	

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/sign</p>  <p>EXPIRES: 12/31/20</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Signing, Striping, and Illumination. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Section(s) 850, 855, 860, 865, 867, 902, 905, 920, 930, 940, 950, 960, 962, 970, 2910, &amp; 2926</p>
<p>Date Signed: 5/21/2019</p>	

**PROFESSIONAL OF RECORD CERTIFICATION:**

<p>Seal w/signature</p>  <p>RENEWS: 12/21/19</p>	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Traffic Control. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 210, 220, &amp; 225</p>
<p>Date Signed: 5/21/2019</p>	

## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

The Work to be done under this Contract consists of the following on the Right-of-way Section of the Hardcastle Avenue, N Front Street and Union Pacific Railroad (UPRR), Woodburn, OR in Marion County:

1. Construct curb, sidewalk, and curb ramps.
2. Construct concrete parking apron on N. Front Street.
3. Construct and modify stormwater system.
4. Construct roadway Section on N. Front Street, E. Hardcastle Avenue, and Commerce Way.
5. Install signing and pavement markings.
6. Coordinate railroad crossing panel and signal installation with Union Pacific Railroad.

Perform additional and incidental Work as called for by the Specifications and Plans.

### **APPLICABLE SPECIFICATIONS**

The Specifications that are applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction".

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

### **CLASS OF PROJECT**

This is a Municipal Public Works, Federal-Aid, State - Buy America Project.

### **COOPERATIVE AGREEMENT PROVISIONS**

#### **Buy America**

All of the steel, iron, and manufactured goods used in the project must be produced in the United States unless the U.S. Secretary of Transportation waives the application of this provision (49 U.S.C. Chapters 244, 246; §24405 – Buy America). The contractor must submit a Buy America certificate of material origin with each project submittal before the material is incorporated into the project.

#### **Wage Rate Requirements**

This project is subject to the higher of the prevailing wages rates under the Oregon Prevailing Wages Law and the Federal Davis-Bacon Act. The work under this contract is also subject to the "Buy American" requirements and provisions that require all of the iron,

steel, and manufactured goods used in the project to be produced in the United States (“Buy America Requirements”).



**PART 00100 – GENERAL CONDITIONS**

**SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS**

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

**00110.05(a) Grammar** - Add the following bullet to the bullet list:

- For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

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

- City of Woodburn Public Works Department:  
<https://www.woodburn-or.gov/publicworks>
- City of Woodburn Public Works Department Bids and RFPs:  
<https://www.woodburn-or.gov/publicworks/page/bids-and-rfps>
- American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)
- ODOT Construction Section  
[www.oregon.gov/odot/construction/pages/index.aspx](http://www.oregon.gov/odot/construction/pages/index.aspx)
- ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)
- ODOT Estimating  
[www.oregon.gov/ODOT/Business/Pages/Steel.aspx](http://www.oregon.gov/ODOT/Business/Pages/Steel.aspx)
- Oregon Legislative Counsel  
[www.oregonlegislature.gov/lc](http://www.oregonlegislature.gov/lc)
- ODOT Procurement Office - Conflict of Interest Guidelines and Disclosure Forms  
[www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx](http://www.oregon.gov/ODOT/Business/Procurement/Pages/PSK.aspx)
- ODOT Procurement Office - Construction Contracts Unit Notice of Intent  
[www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx](http://www.oregon.gov/ODOT/Business/Procurement/Pages/NOI.aspx)
- ODOT Procurement Office - Construction Contracts Unit prequalification forms  
[www.oregon.gov/odot/business/procurement/pages/bid\\_award.aspx](http://www.oregon.gov/odot/business/procurement/pages/bid_award.aspx)
- Oregon Secretary of State: State Archives

[sos.oregon.gov/archives/Pages/default.aspx](http://sos.oregon.gov/archives/Pages/default.aspx)

- ODOT Traffic Control Plans Unit  
[www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx)
- ODOT Traffic Standards  
[www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Signals.aspx)

**00110.20 Definitions** – Delete the “3D Engineering Model” and “3D Construction Model” definitions.

Replace the “Agency” definition with the following definition:

**Agency** – The City of Woodburn Public Works Department – Engineering Division.

Add the following definition:

**Agency Website** – This is the website of the Public Works Department, Engineering Division as owned, controlled and administrated by the City of Woodburn, OR. The URL being referenced when this term is used shall be the following:

<https://www.woodburn-or.gov/publicworks/page/bids-and-rfps>

Replace the "Bid Booklet" definition with the following definition:

**Bid Booklet** - The version that can be accessed and printed from the Agency website.

Replace the “Traveled Way” definition with the following definition:

**Traveled Way** - That part of the Highway for moving vehicles, exclusive of berms and Shoulders.

## SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

**00120.00 Prequalification of Bidders** - Replace this subsection, except for the subsection number and title, with the following:

The Agency will prequalify Bidders according to ODOT's Oregon Administrative Rules and prequalification procedures. A Bidder must file for prequalification and **NO** fee. Prequalification must be renewed annually. Bidders shall make application for prequalification and for required renewals on standard forms available from the ODOT Procurement Office - Construction Contracts Unit website. Bidders shall return the completed application to the Dago Garcia at 190 Garfield St. Woodburn, OR 97071 or e-mail to [dago.garcia@ci.woodburn.or.us](mailto:dago.garcia@ci.woodburn.or.us). No facsimile of Prequalification will be accepted.

Contracts will only be awarded to Bidders who, at the time of Bid Opening, are prequalified in the Class or Classes of Work specified in the Special Provisions, except that a Bidder whose prequalification has been revoked or revised as provided in ORS 279C.430(4) may also be eligible for Award under that statute if the Project was advertised prior to the revocation or revision. The Agency will consider a Bid from a Bidder whose complete application for prequalification has been received by the Public Works Department – Engineering Division Office at least 3 Calendar Days before the opening of Bids. Bidders shall submit Bids in the same company name used on the prequalification application; provided however, if Bidder's legal name has changed since the submittal of its application for prequalification, it shall submit its Bid under its current legal name with the former name referenced by "formerly known as".

The Agency will regularly evaluate the performance of Contractors on its projects for purposes of responding to reference checks, future prequalification and determinations of responsibility.

**00120.01 General Bidding Requirements** - In the paragraph that begins "Bidders may submit ...", replace the paragraph with the following sentence:

Bidders may submit Bids by paper only. No electronic (e-mail or facsimile) Bids will be accepted.

**00120.05 Request for Plans, Special Provisions, and Bid Booklets** - Replace this subsection, with the following subsection:

**00120.05 Request for Plans, Special Provisions, and Bid Booklets:**

**(a) Informational Plans and Special Provisions** - Informational Project Plans and Special Provisions are available, free of charge, on the Agency's website.

**(b) Bidding Plans, Special Provisions, and Bid Booklets** - Bidders must submit paper Bids.

**(1) Paper Bids** - Bidders submitting bids shall access and print Plans, Special Provisions, and Bid Booklets from the Agency's website. Bidders obtaining Plans, Special Provisions, and Bid Booklets must register on Agency's list of "Holders of Bidding Plans". Bids will be considered responsive only if Bidders are registered as "Holders of Bidding Plans".

Delete the paragraph that begins with the following;

**“(2) Electronic Bids** - Bidders ...”

The Plans, which are applicable to the Work to be performed under the Contract, are included in these Special Provisions.

**00120.10 Bid Booklet** - In the paragraph that begins "The Bid Section includes all pages after...", add the following bullet to the bullet list:

- Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by Chapter 212, Oregon Laws 2017 (House Bill 3060)

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - Replace all "ODOT eBids website" wording in this section with "Agency's website".

Delete "(see 00110.05(e))" wording in this section.

**00120.40(a-1) Paper Bids** - Replace this subsection, except for the subsection number and title, with the following:

Bidders shall not alter, in any manner, the (paper) documents within the Bid Section that are accessed and printed from the Agency's website. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of an agreement to all certifications and statements contained in the Bid Booklet. Entries on paper documents in the Bid Section shall be in ink or typed.

The Bidder shall properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, together with all other required documents that are part of the Bid Booklet, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(e))

**00120.40(a-2) Electronic Bids** – Delete this subsection in its entirety.

**00120.40(c-2) Electronic Bid Schedule Entries** – Delete this subsection in its entirety.

**00120.40(e-2) Bid Guaranty with Electronic Bids** - Delete this subsection in its entirety.

**00120.40(f) Disclosure of First-Tier Subcontractors** - Replace this subsection, except for the subsection number and title, with the following:

## Hardcastle Avenue Realignment at Railroad Crossing Earthwork and Drainage

Without regard to the amount of a Bidder's Bid, if the Agency's cost range for a public improvement Project in the "Invitation to Bid", or in other advertisement or solicitation documents, exceeds \$100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a paper Bid (See 00120.05(b-1) either:

By filling out the Subcontractor Disclosure Form printed from the Bid Booklet on the Agency's Engineering Division's website.

Subcontractor Disclosure Forms will be considered late if not received by the Agency within 2 working hours of the time designated for receiving Bids.

The Agency is not responsible for partial, failed, illegible or partially legible facsimile (FAX) transmissions or submittals, and such forms may be rejected as incomplete.

In the event that multiple Subcontractor Disclosure Forms are submitted, the last version received prior to the deadline will be considered to be the intended version.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

**00120.45 Submittal of Bids** – Replace subsections (a) with the following:

**00120.45 Submittal of Bids** – Bids may be submitted by mail, parcel delivery service, or hand delivery to the office and address and at the time given in the Bid Booklet. Submit Bids in a sealed envelope and marked on the outside of the envelope as required by the Invitation to Bid. Closing time for acceptance of Bids is 2:00:00 p.m. local time on the day of Bid Opening. Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

**00120.45(b) Electronic Bids** - Delete this subsection in its entirety.

**00120.60(a) Paper Bids** - In the paragraph that begins "Information entered into...", replace the words "ODOT Procurement Office" with the words "Agency".

In the paragraph that begins "A Bidder may withdraw...", replace the words "ODOT Procurement Office" with the words "Agency".

**00120.60(b) Electronic Bids** – Delete this subsection in its entirety.

**00120.70 Rejection of Nonresponsive Bids** - Add the following bullet(s) to the end of the bullet list:

- The Bidder has liquidated and delinquent debt owed to the State or any department or agency of the State.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

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

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

**00130.10 Award of Contract** - Replace the paragraph that begins "The Agency will provide Notice of Intent to Award..." with the following bullet:

The Agency will provide Notice of Intent to Award on the Agency's website.

**00130.15 Right to Protest Award** - Replace this subsection number and title and replace the sentence that begins "Before the Agency will..." with the following number and title and sentence:

**00130.15 Right to Protest Award** - Adversely affected or aggrieved Bidders, limited to the here apparent lowest Bidders and any other Bidder directly in for Contract Award, may submit to the Agency a written protest of the Agency's intent to Award within 3 working days following posting of the Notice of Intent to Award on the Agency's website. The protest shall specify the grounds upon which it is based.

The Agency is not obligated to consider late protests.

**00130.50(a) By the Bidder** - In the paragraph that begins "The successful Bidder...", replace the words "ODOT Procurement Office – Construction Contract Unit" with the words "Agency's Project Manager".

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

Comply with Section 00140 of the Standard Specifications.

**Hardcastle Avenue Realignment at Railroad Crossing  
Earthwork and Drainage**

## SECTION 00150 - CONTROL OF WORK

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

**00150.15 Construction Stakes, Lines, and Grades:** - Replace this subsection number and title with the following number and title subsection:

**00150.15 Construction Stakes, Lines, and Grades:** The Contractor will provide the Construction Surveying and perform line, grade, cross sections and earthwork slope staking including intersections and match lines and set stakes defining limits for clearing which approximate right-of-way and easements.

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate right-of-way and easements.

The Agency will provide a copy of the design survey to the Contractor.

**00150.30 Delivery of Notices** - Add the following to the end of this subsection:

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

Following Notice to Proceed, all notices and other documents submitted to the Contractor by the Engineer, or to the Engineer by the Contractor, electronically under 00170.08:

- If recorded in Doc Express® as received before 5:00 p.m. PST on a business day it shall be considered as received on the business day on which it was actually received in Doc Express®.
- If recorded in Doc Express® as received on a non-business day, or after 5:00 p.m. PST on a business day, it shall be considered as received at 8:00 a.m. PST on the next business day.

Claims must be submitted on paper documents according to Section 00199.

**00150.35 Plans, 3D Engineering Models, Working Drawings, and 3D Construction Models:** Remove all of the following words from this subsection "3D Engineering Models, 3D Construction Models.

**00150.50 Cooperation with Utilities** - Add the following subsection:

**00150.50(f) Utility Information:**

Contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

<b>UTILITY</b>	<b>CONTACT PERSON</b>	<b>PHONE NUMBER</b>
Century Link	Josh Fallin	503.399.4931
AT&T	Tom Normoyle	503.588.1899



NWN Gas	Daniel Kizer	503.226.4211ext8166
PGE (Power)	Darrin Perkins	503.463.4325
PGE (Illumination)	Jeff Steigleder	503-672-5462
DataVision	Dennis Weddle	503-949-9701
Wave Broadband	Derek Anderson	503.798-6651
City Water	Brian Young	503.982.5238
City Sewer Collections and Streets	Curtis Stultz	503.982.5268

This Project is located within the Oregon Utility Notification Center area which is a Utilities notification system for notifying owners of Utilities about Work being performed in the vicinity of their facilities. The Utilities notification system telephone number is 811 (or use the old number which is 1-800-332-2344).

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

Comply with Section 00160 of the Standard Specifications modified as follows:

**00160.20 Preferences for Materials** - Add the following paragraph to the beginning of this subsection:

Section 1518 of Moving Ahead for Progress in the 21st Century Act provides that Buy America applies to all Contracts eligible for federal assistance under Title 23, United States Code, included within the scope of an applicable National Environmental Policy Act (NEPA) finding, determination or decision, regardless of the funding source of such Contracts, where at least one Contract is funded with Title 23 funds. This Contract includes Title 23 funds under such a NEPA finding, determination or decision and Buy America applies to this Contract.

**00160.21 Cargo Preference Act Requirements** - Add the following to the end of this subsection:

Additional information may be available at the following websites:

<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>

<https://www.fhwa.dot.gov/construction/cqit/cargo/qa.cfm> .

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

Comply with Section 00165 of the Standard Specifications.

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

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

**00170.01(e) Railroads** - An agreement between the Contractor and the Railroad to work on and within Railroad property is required for this Project. A copy of the Railroad agreement and corresponding requirements is included near the front of this Special Provision booklet. The Railroad agreement and requirements are subject to change by the Railroad. The Railroad will provide the actual agreement and requirements for execution. The Contractor shall obtain all necessary permits and licenses and pay all fees (see 00170.02). The Contractor shall obtain a fully executed copy of the agreement and requirements between the Contractor and the Railroad and provide a copy of it to the Engineer before beginning work on or within the Railroad property or right-of-way.

The Railroad contact person for this Project is:

Mary Schroll  
10031 Foothills Blvd  
Roseville, CA 95747  
(916) 789-6111

The USDOT Number for this project is 759605L

In accordance with the Railroad's requirements to work on and within Railroad property, when Railroad flagger services are required, the Contractor shall provide flagger services through RailPros Field Services according to 00225.34 and 00225.48(d).

**00170.04 Patents, Copyrights, and Trademarks** - Replace the paragraph that begins "Prior to use of designs, devices, materials, or processes..." with the following paragraph:

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of Contractor's legal right to use such design, device, material, or process.

**00170.05 Assignment of Antitrust Rights** - Replace the bullet that reads "ORS 646.725; and" with the following bullet:

- ORS 646.725; or

Add the following subsection:

**00170.06 Federal-Aid Participation** - This Project is to be conducted according to the regulations applying to Federal-Aid Highway Projects.

**00170.07 Record Requirements** - In the paragraph that begins "For purposes of this Subsection, the term...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

**00170.07(a) Records Required** - In the paragraph that begins "These records shall include...", replace the bullet that begins "Contracts or documents of other...", with the following bullet:

- Contracts or documents of other arrangements with any Related Entity as defined in OAR 734-010-0400.

In the paragraph that begins "The Contractor shall include...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

**00170.07(b) Access to Records** - In the paragraph that begins "The Contractor shall provide...", replace the words "OAR 731-005-0780(9)" with the words "OAR 734-010-0400(9)".

**00170.62 Labor Nondiscrimination** - Add the following sentence to the end of this subsection:

It is a material term of this Contract that the Contractor certifies by entering into this Contract that the Contractor has a written policy and practice that meets the requirements described in Chapter 212, Oregon Laws 2017 (House Bill 3060) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

**00170.65(e) Additional Requirements When Federal Funds are Involved** - Replace this subsection, except for the subsection number and title, with the following:

For this Federal-Aid Project, the Contractor shall comply with 00170.65(a) through 00170.65(d) and the provisions of FHWA Form 1273, "Required Contract Provisions Federal-Aid Construction Contracts", except Section IV of FHWA Form 1273 does not apply.

**00170.60 Safety, Health and Sanitation Provisions** – Add the following paragraph to the end of this subsection:

The Contractor is responsible to require each subcontractor at every tier to comply with the requirements of OAR 437-002-0146, Oregon OSHA's Confined Space Rule including a copy of all closed permit entry forms to the Agency Project Manager within 24 hours of closing the permit.

**00170.70(a) Insurance Coverages** - The following insurance coverages and dollar amounts are required pursuant to this subsection:

**Insurance Combined Single Limit Annual Aggregate**

Coverages	per Occurrence	Limit
Commercial General Liability	\$1,000,000.00	\$2,000,000.00
Commercial Automobile Liability	\$1,000,000.00	(aggregate limit not required)

**00170.70(c) Additional Insured** - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- The City of \_Woodburn, OR and its officers, agents, representatives, volunteers and employees
- PBS Engineering and Environmental Inc.

**00170.72 Indemnity/Hold Harmless** - Add the following paragraph and bullet(s) to the end of this subsection:

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

- The City of \_Woodburn, OR and its officers, agents, representatives, volunteers and employees
- PBS Engineering and Environmental Inc.

**SECTION 00180 - PROSECUTION AND PROGRESS**

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

**00180.40(a) In General** – Add the following bullets to this subsection:

- Street Closures N. Front Street are not allowed in this project.
- Provided and maintain access to all homes, School and Business at all times.
- All work shall be accomplished between 7:00 AM and 7:00 PM every day from Monday through Friday, excluding Legal Holidays.

Add the following subsection:

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Cooperation with Other Contractors .....	00150.55
Railways .....	00170.01(e)
On-Site Work .....	00180.40(b)
Contract Time .....	00180.50(h)
Right-of-Way and Access Delays .....	00180.65
Closed Lanes .....	00220.40(e)(1)
Special Events .....	00220.40(e)(2)(b)
Limited Duration Road Closure .....	00220.40(f)
Noise Control .....	00290.32
Maintenance Under Traffic .....	00620.43
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic .....	00745.51

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

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

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

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

**00180.50(c) Beginning of Contract Time** - Replace this subsection, except for the subsection number and title, with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor begins On-Site Work as defined in 00110.20.

Add the following subsection:

**00180.50(h) Contract Time** - There is one Contract Time on this Project as follows:

The Contractor shall complete all Work to be done under the Contract required to open the E. Hardcastle Railroad Crossing not later than October 31, 2019.

The Contractor shall complete all Work to be done under the Contract not later than November 30, 2019.

**00180.85(b)(1) Single Contract Time** - Replace this subsection, except for the subsection number and title, with the following:

The Liquidated Damages per Calendar Day\* are 15.0 percent of C divided by T as defined in this Section.

C = The Contractor's Bid amount for the Contract.

T = The total Calendar Days between the latest completion date or time listed under 00180.50(h) in the Solicitation Documents and the Bid Opening that will result in the greatest value for T.

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

Add the following subsection:

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

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

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

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

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

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

**00180.90(a) Termination for Default** - In the paragraph that begins "Termination of the Contract for default...", add the following bullet to the end of the bullet list:

- Has liquidated and delinquent debt owed to the State or any department or agency of the State.

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

Comply with Section 00190 of the Standard Specifications.

## **SECTION 00195 - PAYMENT**

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

**00195.10 Payment for Changes in Materials Costs** - Replace this subsection with the following subsection:

**00195.10 Payment for Changes in Materials Costs** – There are no changes in payments for escalation/De-Escalation of materials in this Contract.

Additional work required by the Agency will be negotiated on a case by case basis for all changes in materials costs and shall be agreed upon, in writing, before the work is accomplished.

All materials are subject to change in costs and conditions, as specified in subsection 00195.20 Changes in Plans or Character of Work, including but not limited to:

- Steel Materials Price Adjustment
- Asphalt Cement Price Adjustment
- Fuel Price Adjustment

The Agency reserves all of its rights under the Contract, including, but not limited to, its rights for suspension of the Work under 00180.70 and its rights for termination of the Contract under 00180.90, and this escalation/de-escalation provision shall not limit those rights.

**00195.12 Steel Material Price Escalation/De-Escalation** – Remove this subsection in its entirety.

**00195.50 (1) Progress Payments** - Replace the paragraph that begins with “At the same time each month...” of this subsection with the following:

At the same time each month, the Contractor will make an estimate of the amount and value of the Pay Item Work completed. The Contractor will submit this estimation of quantities to the Engineer for agreement on the number of estimated units completed for unit price Pay Items plus the estimated percentage completed of lump sum Pay Items.

**00195.50 (2) Value of Materials on Hand** – Replace the paragraph that begins with “The Engineer will...” of this subsection with the following:

The Contractor will also make an estimate of the amount and value of acceptable Materials on hand, i.e., already delivered and stored according to 00195.60(a), to be incorporated into the Work and submit this estimation to the Engineer for agreement for Pay Items for this progress payment.

**00195.50(b) Retainage** - Replace the paragraph that begins "The amount to be retained..." with the following paragraph:

The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained by the Agency until completion of the Work as specified in (c) below.

**00195.50(c) Forms of Retainage** - Replace this entire subsection through and including 00195.50(3) Bonds, Securities, and Other Instruments with the following:

The Agency will withhold payment of 5% of all progress payments until completion of the project as is described in (c) below.

Insert the following:

**00195.50 (c) Release of Retainage** – The Agency will make payment to the Contractor after the Contractor has made application for payment to the Engineer upon issuance of the Third Notification.

**00195.50 (e) Withholding Payments** – Change (e) to (d) in the title of this subsection.

**00195.50 (f) Prompt Payment Policy** – Change the (f) to (e) in the title of this subsection.

**00195.90(c) No Waiver of Right to Make Adjustment** - Replace this subsection, except for the subsection number and title, with the following:

The fact that the Agency has made any measurement, estimate, determination or certification either before or after completion of the Project, Final Acceptance, Agency assumption of possession of the Project Site, determination of satisfactory completion of Pay Items or Work



or release of retainage under 00195.50(c) or payment for any part of the Work, shall not prevent either party from:

- Showing the true amount and character of the Work;
- Showing that any measurement, estimate, determination or certification is incorrect;
- Recovering from the other party damages that may have been suffered because the other party failed to comply with the Contract.

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

Comply with Section 00196 of the Standard Specifications.

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

Comply with Section 00197 of the Standard Specifications.

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

Comply with Section 00199 of the Standard Specifications.

#### **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:

Add the following subsection:

**00220.01(d) Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

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

- Before activating a modified traffic signal, revising lane usage, implementing new roadway geometry, or removing a "STOP" sign, protect traffic by installing "NEW TRAFFIC PATTERN AHEAD" (W23-2) signing according to 00225.02. Keep the signs in place for 30 Calendar Days after completing the modifications.

- 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.
- When flagging operations may extend traffic queues onto the railroad crossing, protect traffic at the intersection of North Front Street and East Hardcastle Avenue by providing an additional flagger. Position additional flagger signs according to the "Advance Flagger for Extended Traffic Queues" configuration shown on the Standard Drawings. Do not allow traffic to stop on the railroad crossing.
- Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

**00220.03(b) Closures** - Add the following bullet to the end of the bullet list:

- **On Street Parking** - A minimum of 14 calendar days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.

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

One or more Traffic Lanes may be closed on the following roadways when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

1) N. Front Street Northbound and Southbound

For single lane closure:

- Daily, Monday morning through Friday afternoon between 9:00 a.m. and 3:00 p.m.
- Nightly, Monday night through Friday morning between 7:00 p.m. and 6:00 a.m.
- Friday night through Saturday morning between 7:00 p.m. and 9:00 a.m.
- Saturday night through Sunday morning between 7:00 p.m. and 10:00 a.m.
- Sunday night through Monday morning between 7:00 p.m. and 6:00 a.m.

2) E. Hardcastle Avenue Eastbound and Westbound

For single lane closure:

- Daily, Monday morning through Friday afternoon between 9:00 a.m. and 3:00 p.m.
- Nightly, Monday night through Friday morning between 7:00 p.m. and 6:00 a.m.
- Friday night through Saturday morning between 7:00 p.m. and 9:00 a.m.
- Saturday night through Sunday morning between 7:00 p.m. and 10:00 a.m.

- Sunday night through Monday morning between 7:00 p.m. and 6:00 a.m.

### 3) Commerce Way

For single lane closure:

- Daily, Monday morning through Friday afternoon between 9:00 a.m. and 3:00 p.m.
- Nightly, Monday night through Friday morning between 7:00 p.m. and 6:00 a.m.
- Friday night through Saturday morning between 7:00 p.m. and 9:00 a.m.
- Saturday night through Sunday morning between 7:00 p.m. and 10:00 a.m.
- Sunday night through Monday morning between 7:00 p.m. and 6:00 a.m.

### **00220.40(e)(2)(b) Special Events** - Add the following to the end of this subsection:

The following special events will occur during this Project:

- Woodburn Fiesta Mexicana – August 2 to August 4, 2019
  - Downtown Parade on August 3, 2019
- Taste of Woodburn on June 1 and June 2, 2019
  - Downtown Plaza
- Music in the Park Weekly, every Tuesday from July 9 to August 20, 2019
  - Public Library Square
- Woodburn Community Celebration, September 14 and September 15, 2019

Add the following subsection:

**00220.40(f) Limited Duration Road Closure** - The Contractor will be permitted to close all Traffic Lanes for periods not to exceed 20 minutes in duration during traffic signal pole removal over the Traffic Lanes. This work will only be permitted between the hours of 9:00 p.m. and 5:00 a.m. Monday through Sunday on N. Front Street.

Succeeding roadway closures will not be allowed until traffic clears from a preceding closure.

## **SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

Comply with Section 00225 of the Standard Specifications modified as follows:

Add the following subsection:

**00225.01(d) Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

**00225.02(a) Temporary Signs** - Add the following to the end of this subsection:

Ten Calendar Days before closing the sidewalks at ***within project limits along N. Front Street, E. Hardcastle, and Commerce Way***, place a "SIDEWALK CLOSED, Full Time" (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.

Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the "SIDEWALK CLOSED, Full Time" (CW11-4) signs while the TPAR is open to pedestrian traffic.

Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on N. Front Street, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.

Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of  $(A \div 2)$  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.

**00225.12(c)(1) Concrete Barrier** - Add the following paragraph after the bullet list:

Use concrete barrier terminals as shown on the Standard Drawings.

**00225.14(a) Flagger Station Lighting** - Add the following bullet to the end of the bullet list:

- In addition to the products listed on the QPL, tripod mounted or cart mounted flagger station lights that were purchased on or before January 1, 2014 and that were on the QPL before January 1, 2014 may also be used. Provide proof of the original purchase date to the Engineer.

Add the following subsection:

**00225.19 Pole Base Excavation Covers** - Use pole base excavation covers meeting the following requirements:

- Utility grade plywood
- 3/4-inch minimum thickness
- New or in like new condition

Add the following subsection:

**00225.34 Railroad Flagger Services** - In accordance with the Railroad's requirements to work on and within Railroad property, provide Railroad flagger services from:

RailPros Field Services,  
1705 West Northwest HWY, Suite 150  
Grapevine, TX 76051  
(877) 315-0513  
info@railprosfs.com

**00225.42(c)(1) Concrete Barrier** - Replace the paragraph that begins "Secure temporary concrete barrier to bridge ..." with the following paragraph:

Secure temporary concrete barrier to bridge decks according to the ODOT Bridge Design Manual or as shown.

**00225.42(d) Impact Attenuators** - Add the following bullet and sub-bullets to the end of the bullet list:

- For water-filled impact attenuators, use one of the following anti-freezing solutions to fill the impact attenuator:
  - 25% Liquid Calcium Magnesium Acetate (CMA), 75% water solution, by volume
  - 60% Liquid Potassium Acetate, 40% water solution, by volume

Add the following subsection:

**00225.48(d) Railroad Flagger Services** - In accordance with the Railroad's requirements to work on and within Railroad property, when Railroad flagger services are required provide Railroad flagger services through RailPros Field Services, according to 00225.34.

**00225.82(b)(3)(b) Length Method** - Replace this subsection, except for the subsection number and title, with the following:

Measurement will be from end to end of the barrier, including concrete barrier transitions, along the line and grade of each run.

Add the following subsection:

**00225.88(d) Railroad Flagger Services** - The quantity of Railroad flagger services will be measured on the unit basis. A unit will be considered to be up to 12 consecutive hours in a Day. A maximum of two units will be allowed per Day unless otherwise approved.

**00225.90(a)(2) Temporary Protection and Direction of Traffic** - Add the following bullet(s) to the end of the bullet list:

- Furnishing, placing, maintaining, moving, and removing pole base excavation covers.

**00225.92 Temporary Barricades, Guardrail, Barrier, Attenuators, and Channelizing Devices** -

Replace the paragraph that begins "No separate or additional payment will be made for temporary impact attenuator..." with the following paragraph:

No separate or additional payment will be made for temporary impact attenuator replacements, replacement modules, cartridges, components, anti-freezing solution, or replacement parts that are required to be on hand according to 00225.62(b) or for cleaning and removing debris from impacts.

Add the following subsection:

**00225.98(b) Railroad Flagger Services** - The accepted quantities of Railroad flagger services will be paid for at the Contract unit of price, per each, for the item "Railroad Flagger Services".

Payment for the item "Railroad Flagger Services" performed beyond the quantity shown in the Contract Schedule of Items will be made at the Contract unit price if the Engineer determines that the Contract unit price does not exceed the value of the Work as determined according to Section 00197. If the Engineer determines that the Contract unit price exceeds the value of the Work, payment for the Additional Work will be made according to 00195.20.

Payment for the item "Railroad Flagger Services" includes all Equipment, labor, and Incidentals necessary to complete the Work as specified.

## **SECTION 00270 - TEMPORARY FENCES**

Comply with Section 00270 of the Standard Specifications.

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

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

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

**00280.15(f)(1) Filter Sock Material** - Add the following sentence to the end of this subsection:

Furnish filter sock material with a diameter of 8 inches.

**00280.16(i) Concrete Washout** - Delete the bullet that begins "Geotextile - Type 2 drainage...".

Add the following subsection:

**00280.16(k) Flocculant** - Furnish chitosan flocculant material in gel or powdered form packaged in a pervious sleeve.

**00280.48 Emergency Materials** - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency materials on the Project site:

Item	Quantity
Inlet Protection Type 4 .....	2
Sediment Barrier Type 8 .....	30
Inlet Protection Type 2 .....	2

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

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

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

In the paragraph that begins "Item (a) includes..." delete the bullet that specifies "providing the Erosion and Sediment Control Manager".

Replace the paragraph that begins "When only Item (a) is..." with the following paragraph:

When only item (a) is listed in the Contract Schedule of Items, additional ESC devices required for permit compliance will be paid for as Extra Work according to Section 00196.

## SECTION 00290 - ENVIRONMENTAL PROTECTION

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

**00290.20(c)(2) Clean Fill** - Add the following paragraph to the end of this subsection:

Manage all excavated soil that does not meet the definition of clean fill according to Section 00294.

**00290.36(c) Avoid Nesting** - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712). Submit a migratory bird protection plan for review and approval at least 10 Calendar Days before the pre-construction conference. Include the following:

- Describe measures to avoid disturbance to migratory bird nesting habitat (vegetation, structures) from March 1 to September 1 of each year.
- Do not begin work until the migratory bird protection plan is approved.

- In the event the nesting birds or bats are encountered during construction, the Engineer may suspend the work according to 00180.70.

### SECTION 00294 - CONTAMINATED MEDIA

Section 00294, which is not a Standard Specification, is included in this Project by Special Provision.

#### Description

**00294.00 Scope** - In addition to the requirements of Section 00290 and these specifications, this work consists of the following:

- Excavate, transport, and dispose of contaminated soils from the following locations:

Location/Station	Depth below grade (feet)	Approximate Quantity (tons)	Known Contaminants
Excavations not used within limits of project.	1-3	1030	No testing of soil was completed. Soils within these locations are assumed to be contaminated, based upon adjacent land use & work within the railroad right of way. Assumed contaminants of concern include total petroleum hydrocarbons (TPH) and polychlorinated biphenyls (PCBs).

- Prepare a Health and Safety Plan (HASP) for work within the contaminated areas of the Project.

When additional testing of contaminated soil or groundwater is required to characterize the material for reuse, recycle, or disposal, conduct the tests according to 00290.20(c).

**00294.03 Submittals** - Submit the following documents:

- A site specific HASP at least 10 Calendar Days before the pre-construction conference.
- Modifications to the HASP that are requested by the Engineer within seven Calendar Days of the request.

#### Labor

**00294.30 Personnel Qualifications** - Provide employees meeting the following requirements:



- A contractor with at least 2 years experience cleaning up and managing petroleum contaminated soil or groundwater in Oregon under DEQ rules.
- An Oregon Registered Geologist or Professional Engineer who has experience handling contaminated media.

### **Construction**

**00294.40 Contaminated Soil Excavation** - Excavate and handle contaminated soil according to the following:

- Notify the Engineer 3 Calendar Days before beginning excavation activities within contaminated areas.
- Field screen soil using a portable photo ionization detector, portable flame ionization detector, field test kits, or other instrumentation capable of detecting the contaminants identified for this soil.
- Segregate non-contaminated soil from contaminated soil during excavation activities, based on the field screening and the provided contaminated soil location information.
- Load contaminated soil directly into trucks and transport directly to the recycling or disposal facility or, when approved, temporarily store contaminated soil on-site in covered water tight containers or place contaminated soil on minimum 6 mil thick polyethylene sheeting that has an impermeable berm around the edge. Cover the contaminated soil with minimum 6 mil thick polyethylene sheeting. Do not allow rainwater to enter the excavated contaminated soil. Label all stored material with the type of material, the contaminants, and the dates of accumulation.
- Remove contaminated media from the exterior of all vehicles before they leave the Project Site
- Where over excavation is required, backfill the excavation according to 00330.42.

**00294.41 Contaminated Soil Management** - Reuse, recycle, or dispose of contaminated soil according to any of the following:

- **Landfill Disposal:**
  - Obtain the Engineer's approval of the disposal facility before disposing of the contaminated soil.
  - Transport the contaminated soil to a DEQ permitted municipal solid waste landfill or a permitted construction and demolition landfill for disposal. Dispose of temporarily stored contaminated soils within 30 days of beginning excavation work or before Second Notification, whichever occurs first.
  - Complete and sign all manifests and bill-of-lading forms for handling, loading, transporting, and disposing of the contaminated soil.
  - Pay all filing and permit fees.

### **Measurement**

**00294.80 Measurement** -

No measurement of quantities will be made for health and safety plan.

The quantities of contaminated soil removed will be measured on the weight basis, based on the recycling or disposal facility weigh tickets.

**Payment**

**00294.90 Payment** - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Health and Safety Plan .....	Lump Sum
(b) Contaminated Soil Removal .....	Ton

**SECTION 00305 - CONSTRUCTION SURVEY WORK**

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

**Description**

**00305.00 Scope** - Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT "Construction Surveying Manual for Contractors". This manual is available on the web at:

<http://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

**Measurement**

**00305.80 Measurement** - No measurement of quantities will be made for construction survey work.

**Payment**

**00305.90 Payment** - The accepted quantities of construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work".

Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for any temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for support to UPRR during placement of railroad crossing panels, tracks, or other UPRR work such as but not limited to the railroad

crossing signal within the project limits which ultimately supports construction of the railroad crossing of E. Hardcastle Avenue.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

Costs incurred caused by survey errors will be at no additional cost to the Agency. Repair any damage to the Work caused by Contractor's survey errors at no additional cost to the Agency. The Engineer may make an equitable adjustment, which may decrease the Contract Amount, if the required survey work is not performed.

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

Comply with Section 00310 of the Standard Specifications.

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

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

**00320.40(b)(3) Trees To Be Saved** - Replace this subsection with the following subsection:

**00320.40(b)(3) Vegetation and Materials to be Saved** - The Engineer will designate no work zones and identify and mark trees, existing landscaping, vegetation, or other natural materials to be saved, as shown. Provide and place work zone fencing, from section 00225.12 of the QPL, around designated no work zones and critical root zones of marked trees, as directed. Do not begin construction activity or move equipment into existing landscaped or vegetated areas until the work zone fencing is in place to designate and protect no work and critical root zones.

Do not work within the no work zones or critical root zone of marked trees unless written approval is obtained from the Engineer. Be responsible for all damage to and removal of trees, landscaping, vegetation or other natural materials designated to be saved. Damage will be determined by a specialist selected by the Engineer.

**00320.90 Payment** - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

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:

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

Perform all earthwork under this Section on the excavation basis.

**00330.92 Kinds of Incidental Earthwork** - Add the following bullets 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 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL**

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

**00405.12 Bedding** - Replace the bullet that begins "3/8" - 0 PCC Fine Aggregate..." with the following bullet:

- 3/8" - 0 PCC fine Aggregate conforming to 02690.30(g).

**00405.46(c)(2) Class A, B, C, or D Backfill** - Replace the paragraph that begins "Compact the top 3 feet..." with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

### **SECTION 00406 - TUNNELING, BORING, AND JACKING**

Comply with Section 00406 of the Standard Specifications.

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

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

**00440.01 Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

**00440.02 Abbreviations and Definitions:**

**ASTV – Actual Strength Test Value** – See 02001.02 for definition.

**00440.12 Proportions of Commercial Grade Concrete** - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

**00440.14(d) Hardened CGC** - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

## **SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE**

Comply with Section 00445 of the Standard Specifications.

## **SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS**

Comply with Section 00470 of the Standard Specifications.

## **SECTION 00480 - DRAINAGE CURBS**

Comply with Section 00480 of the Standard Specifications.

## **SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES**

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

**00490.10 Materials** - Replace the "Precast Concrete Sections" line with the following line:

Precast Concrete Sections..... 02450

**00490.43 Abandoning Pipe in Place** – Replace the sentence that begins “Fill abandoned pipes greater than 12 inches...” with the following:

Fill pipes greater than 4 inches diameter with controlled low-strength material meeting the requirements of 00442, or other approved material.

### **SECTION 00495 – TRENCH RESURFACING**

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

**00495.80 Measurement** – Replace first bullet with the following:

- 24 inches for pipes less than 36 inch diameter, 36 inch is minimum allowable width for trench resurfacing.

**00495.90 Payment** – Replace the sentence begins with “The accepted quantities of trench resurfacing...” with the following:

The accepted quantities of trench resurfacing will be paid at the Contract unit price, per square yard or square foot, for the item “Trench Resurfacing”.

### **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 00745.51.

### **SECTION 00640 - AGGREGATE BASE AND SHOULDERS**

Comply with Section 00640 of the Standard Specifications.

### **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 2 tons of Emulsified Asphalt in tack coat will be required on this Project.

## **SECTION 00745 - ASPHALT CONCRETE PAVEMENT - STATISTICAL ACCEPTANCE**

Comply with Section 00745 of the Standard Specifications modified as follows:

Add the following subsection:

**00745.51 Opening Sections to Traffic** - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the top Base Course before opening to traffic. Traffic will be allowed on the top Base Course up to 10 Calendar Days.

Before beginning wearing Course paving operations, make repairs to the existing surface as directed. Payment for the repairs will be made according to 00195.20.

**00745.80 Measurement** - Add the following paragraph to the beginning of this subsection:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of aggregates having a Specific Gravity of 1.96.

## **SECTION 00756 - PLAIN CONCRETE PAVEMENT**

Comply with Section 00756 of the Standard Specifications.

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

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

Add the following subsection:

**00759.01 Terminology** - According to 00110.05(a), for the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Add the following subsection:

**00759.02(c) ADA Certification for Contractors** - For all supervisory personnel who will directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors 10 Calendar Days before the preconstruction conference.

**00759.03 Preplacement Conference** - Add the following to the end of this subsection:

All supervisory personnel who have an active ODOT ADA Certification for Contractors and will directly supervise the curb ramp Work must attend the preplacement conference.

Add the following subsection:

**00759.22 Smart Level** - Slopes will be verified with the use of a 24-inch SmartTool level model 92379 or model 92500, and a 6-inch SmartTool level model 92346. The 6-inch level will only be used to measure counter slope when there is a concrete gutter. All other locations will use a 24-inch level to measure slopes.

Add the following subsection:

**00759.31 Qualifications** - Use supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

**00759.80 Measurement** - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.

**Area Basis** - Measurement will be the finished surface, limited to the Neat Lines shown or directed.

Measurement of concrete walks will include the total area of concrete walk, including the area of concrete curb ramps within the footprint of the concrete walk.

When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of concrete curb ramps within the footprint of the monolithic curb and sidewalk.

Measurement of concrete islands will include the total area of concrete islands, including the area of concrete curb ramps within the footprint of the concrete islands.

When concrete curb ramp construction is not adjacent to concrete walk, monolithic curb and sidewalk, or concrete island Work, the area of the concrete curb ramp Work will be included in the measurement of concrete walks.

- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.
- **Each Basis** - Measurement will be by actual count. Extra for Curb Ramps will be counted for each instance of where a curb ramp crosses a curb at the transition between a pedestrian facility and a roadway.

**00759.90 Payment** -

Replace pay items (m) and (n) with the following pay item:

(n) Extra for Curb Ramps ..... Each



Delete the paragraph that begins "Item (m) includes...".

Replace the paragraph that begins "Item (n) includes the..." with the following paragraph:

Item (n) includes the additional Work required to construct a curb ramp or replace an existing curb ramp. When replacing an existing curb ramp or retrofitting a curb ramp into an existing concrete pedestrian facility, Item (n) also includes saw cutting and removal.

Add the following to the end of this subsection:

No separate or additional payment will be made for providing supervisory personnel who have an active ODOT ADA Certification for Contractors to directly supervise the curb ramp Work.

### **SECTION 00820 - CONCRETE BARRIER**

Comply with Section 00820 of the Standard Specifications modified as follows:

**00820.11(a) Concrete** - Replace this subsection, except for the subsection number and title with the following:

Concrete shall meet the requirements of Section 00440, except that Aggregates shall be modified as follows:

**(1) Fine Aggregate** - Fine Aggregate shall meet the test requirements of 02690.30(c) and 02690.30(d). Test results shall be no more than 1 year old.

**(2) Coarse Aggregate** - Coarse Aggregate shall meet the test requirements of 02690.20(b) and 02690.20(c). Test results shall be no more than 1 year old.

### **SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications.

### **SECTION 00855 - PAVEMENT MARKERS**

Comply with Section 00855 of the Standard Specifications.

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

Comply with Section 00860 of the Standard Specifications.

**SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE**

Comply with Section 0865 of the Standard Specifications.

**SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

**SECTION 00902 - CROSSWALK CLOSURE SUPPORTS**

Section 00902, which is not a Standard Specification, is included in this Project by Special Provision.

**Description**

**00902.00 Scope** - This work consists of constructing crosswalk closure supports as shown.

**Materials**

**00902.10 Materials** - Furnish materials meeting the following requirements:

Commercial Grade Concrete .....	00440
Steel .....	01070.10 and 01070.12
Signs.....	00940

**Construction**

**00902.40 General** - Construct crosswalk closure supports as shown or directed.

**Measurement**

**00902.80 Measurement** - The quantities of crosswalk closure supports will be measured on the unit basis.

**Payment**

**00902.90 Payment** - The accepted quantities of work done under this Section will be paid for at the Contract unit price, per each, for the item "Crosswalk Closure Supports".

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

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

Comply with Section 00905 of the Standard Specifications.

### SECTION 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications modified as follows:

**00920.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of concrete for minor sign supports are:

Support Type	Quantity
Perforated Steel Square Tube Anchor Sign Supports	1.7 cu. yd.

### SECTION 00930 - METAL SIGN SUPPORTS

Comply with Section 00930 of the Standard Specifications modified as follows:

**00930.10 Materials** - Replace the paragraph that begins "Furnish structural steel materials..." with the following paragraph:

Furnish perforated steel square tube slip base sign supports and perforated steel square tube anchor sign supports from the QPL. Furnish other structural steel materials meeting the applicable portions of Section 02530, with weights and sizes as shown or specified.

**00930.80 Measurement** - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

Item	Estimated Quantity (Pound)
<b>Minor Sign Supports</b>	
Perforated Steel Square Tube Anchor Sign Supports	985

### SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications.

### SECTION 00950 - REMOVAL OF ELECTRICAL SYSTEMS

Comply with Section 00950 of the Standard Specifications.

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

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

**00960.70 Electrical Energy** - Add the following to the end of this subsection:

The following table contains Utility contact information to arrange for the Utility to make electrical hookups:

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
Railroad Service Connection NW Corner of E. Hardcastle & Commerce	PGE	Darrin Perkins	503.463.4325
Service Connections to Illumination System	PGE	Darrin Perkins	503.463.4325

**SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS**

Comply with Section 00962 of the Standard Specifications modified as follows:

**00962.05(a) Traffic Signal Mast Arm Supports** - Add the following to the end of this subsection:

The following standard signal mast arm pole drawings are prequalified for use on the Project:

- |                               |   |
|-------------------------------|---|
| Valmont Industries Inc.       | Drg. DB00719 page 1, Rev. P, 6/8/18<br>Drg. DB00719 page 2, Rev. P, 6/8/18<br>Drg. DB00719 page 3, Rev. P, 6/8/18<br>Drg. DB00719 page 4, Rev. P, 6/8/18<br>Drg. DB00719 page 5, Rev. P, 6/8/18 |
| Ameron Pole Products Division | Drg. OR13TR10, Rev. E, 8/27/18<br>Drg. OR13TR11, Rev. F, 8/27/18<br>Drg. OR13TR12, Rev. G, 8/27/18<br>Drg. OR13TR13, Rev. C, 8/27/18  |

**00962.05(c) Illumination Supports** - Add the following to the end of this subsection:

The following standard illumination pole drawings are prequalified for use on the Project:

- |                               |                        |
|-------------------------------|------------------------|
| Ameron Pole Products Division | Drg. OR7, Rev. C, 1/02 |
|-------------------------------|------------------------|

	Drg. OR8, Rev. C, 1/02
	Drg. OR9, Rev. E, 2/02
Union Metal Corp.	Drg. 71049-B18 sh 1, R3, 2/99
	Drg. 71049-B18 sh 2, R3, 2/99
	Drg. 71049-B19 sh 1, R3, 2/99
	Drg. 71049-B19 sh 2, R3, 2/99
Valmont Industries Inc.	Drg. DB00386 page 1, Rev. D, 1/23/15
	Drg. DB00386 page 2, Rev. D, 1/23/15
	Drg. DB00386 page 3, Rev. D, 1/23/15
	Drg. DB00386 page 4, Rev. D, 1/23/15
	Drg. DB00387 page 1, Rev. D, 1/16/15
	Drg. DB00387 page 2, Rev. D, 1/16/15
	Drg. DB00387 page 3, Rev. D, 1/16/15

### SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications.

### SECTION 01030 - SEEDING

Comply with Section 01030 of the Standard Specifications.

### SECTION 01070 - MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications modified as follows:

**01070.00 Scope** - Add the following paragraph to the end of this subsection:

This work includes removing, maintaining, and reinstalling existing mailboxes and existing supports.

**01070.80 Measurement** - Add the following paragraph to the end of this subsection:

The quantities of mailboxes and supports removed, maintained, and reinstalled will be measured on the unit basis, regardless of type, installed in permanent locations.

**01070.90 Payment** - Add the following pay item to the pay item list:

(d) Remove and Reinstall Mailbox Supports ..... Each

Item (d) includes removing mailboxes and supports, maintaining them at temporary locations, and reinstalling them at their permanent locations.

## SECTION 02001 - CONCRETE

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

**02001.02 Abbreviations and Definitions** - Replace this subsection, except for the subsection number and title, with the following:

- ASTV** - Actual Strength Test Value - average of test cylinder compressive strengths
- $f'_c$  - Minimum Specified Compressive Strength at 28 days
- $f'_{cr}$  - Average Compressive Strength Over-design. The average strength required to assure that, with normal variations, the concrete will meet  $f'_c$
- GGBFS** - Ground Granulated Blast Furnace Slag
- HPC** - High Performance Concrete
- HRWRA** - High-Range Water-Reducing Admixture (super-plasticizer)
- PPCM** - Precast prestressed concrete member
- SCM** - Supplementary Cementitious Materials
- SSD** - Saturated Surface-Dry
- w/cm Ratio** - Water-Cementitious Material Ratio
- WRA** - Water Reducing Admixture

**Cementitious Materials** - Portland cement and supplementary cementitious materials.

**High Performance Concrete** - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

**Moderate Exposure** - Elevations below 1,000 feet.

**Pozzolans** - Fly ash, silica fume, and metakaolin.

**Severe Exposure** - Elevations 1,000 feet and above.

**Supplementary Cementitious Materials** - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

**02001.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

Aggregates .....	02690
Cement .....	02010
Chemical Admixtures .....	02040
Concrete Modifiers.....	02035
Supplementary Cementitious Materials.....	02030
Synthetic Fiber Reinforcing .....	02045

Water ..... 02020

**02001.20(a) Strength** - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength,  $f'_c$  at 28 days.

**Table 02001-1**

<b>Concrete Strength and Water/Cementitious Material (w/cm) Ratio</b>		
<b>Type of Concrete</b>	<b>Strength (PSI)</b>	<b>Maximum w/cm Ratio</b>
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	HPC4500	0.40
	5000 and Above	0.40 <sup>1</sup>
	HPC5000 and above	0.40
Drilled Shaft	4000	0.48
Paving	4000	0.44
<sup>1</sup> PPCM's with cast-in-place decks and no entrained air may have w/cm as follows: 5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42		

**02001.30 Concrete Mix Design** - Replace the bullet that begins "Cementitious material with modifiers proportioned according..." with the following bullet:

- Cement with SCM proportioned according to 02001.31(b) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

**02001.31 Concrete Constituents** - Replace this entire subsection with the following subsection:

**02001.31 Concrete Constituents:**

**(a) Portland Cement** - Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.

**(b) Supplementary Cementitious Materials** - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

<b>Separate SCM</b>	<b>Maximum</b>
Fly Ash + Other Pozzolans	25%
GGBFS	50%
Silica Fume	5%
<b>Combined SCM</b>	<b>Maximum</b>
Fly Ash + Other Pozzolans + GGBFS + Silica Fume	50%*
Fly Ash + Other Pozzolans + Silica Fume	30%*

\* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

**(c) Blended Hydraulic Cement** - Blended hydraulic cement may be used subject to the limits of 02001.31(b) and 02010.20.

**(d) Chemical Admixtures** - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a superset extender from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

**(e) Aggregate** - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:

- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

**Table 02001-4**

<b>Absolute Solid Volume</b>	
<b>Maximum Nominal Aggregate Size</b>	<b>Cu. Yd. (Aggregate) / Cu. Yd. (Concrete)</b>
3/8"	0.36
1/2"	0.38



3/4"	0.40
1"	0.42
1 1/2"	0.44

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

**02001.35 Required Submittals for Mix Designs** - Replace this entire subsection with the following subsection:

**02001.35 Required Submittals for Mix Designs** - Submit the following information for each concrete mix design:

**(a) Supplier's Information** - Provide the supplier's unique mix design identification number and batch plant location.

**(b) Mix Design Constituent Proportions:**

- Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
- Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm ratio including all chemical admixtures

**(c) Aggregates** - Identify the Aggregate source by the ODOT source number. Report current values of the following:

- Bulk specific gravities (SSD)
- Fine Aggregate absorptions
- Coarse Aggregate absorptions
- Dry-rodded density of coarse Aggregates
- Average stockpile gradations
- Fineness modulus of sand used in the mix design calculations

**(d) Cement** - For each cement used, provide the following:

- Manufacturer
- Brand name
- Type
- Source or location plant
- QPL product number

**(e) SCM** - For each SCM used, provide the following:

- Manufacturer
- Brand name
- Source
- Class
- QPL product number

**(f) Concrete Modifiers** - For each concrete modifier used, provide the following:

- Manufacturer
- Brand name
- QPL product number

**(g) Admixtures** - For each admixture used, identify the following:

- Manufacturer
- Brand name
- Design dosage rate
- QPL product number

**(h) Synthetic Fiber Reinforcing** - For each synthetic fiber reinforcing used, provide:

- Manufacturer
- Brand name
- Design dosage rate
- QPL product number

**(i) Water** - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

**(j) Plastic Concrete Tests** - Report the temperature, slump, density, air content, yield, and w/cm ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.
- Initial slump test results and subsequent results at 15-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

**(k) Compressive Strength Test Results** - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

**(l) Strength Analysis** - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.33.

**(m) Quality Control Personnel** - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

## **SECTION 02530 - STRUCTURAL STEEL**

Comply with Section 02530 of the Standard Specifications modified as follows:

**02530.70 Galvanizing** - Replace the paragraph that begins "Steel that will be finished by hot-dip galvanizing..." with the following paragraph:

Steel that will be finished by hot-dip galvanizing for use as sign bridges, illumination poles, traffic signal poles, sign supports, bridge rail and items designated on the Plans as "Galvanize - Control Silicon" shall have controlled silicon content. The silicon content shall be in either of the ranges 0 - 0.06 percent or 0.13 - 0.25 percent. Before galvanizing, submit mill test certificates verifying silicon content to the Engineer and the galvanizer.

## **SECTION 02690 - PCC AGGREGATES**

Replace Section 02690 of the Standard Specifications with the following Section 02690:

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

#### **Description**

**02690.00 Scope** - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

#### **02690.01 Definitions:**

**Coating** - Foreign or deleterious substances found adhering to the aggregate particles.

**Detrimental Materials** - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

**Nominal Maximum Size Of Aggregate** - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

#### **Materials**

**02690.10 Materials** - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

**02690.11 Alternate Grading** - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

**02690.12 Acceptance of Aggregate** - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

**(a) Aggregate Gradation** - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

**(b) Non-specification Aggregate Gradation** - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

**02690.20 Coarse Aggregate:**

**(a) Harmful Substances** - Harmful substances shall not exceed the following limits:

Test	Test Method		Percent (by Weight)
	ODOT	AASHTO	
Lightweight Pieces	–	T 113	1.0
Material passing No. 200 sieve	–	T 11	1.0
Wood Particles	TM 225	–	0.05

**(b) Soundness** - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

**(c) Durability** - Coarse aggregates shall meet the following durability requirements:

Test	Test Method		Requirements
	ODOT	AASHTO	

Hardcastle Avenue Realignment at Railroad Crossing  
Earthwork and Drainage

Abrasion	–	T 96	30.0% Max.
Oregon Air Aggregate Degradation:			
Passing No. 20 sieve	TM 208	–	30.0% Max.
Sediment Height	TM 208	–	3.0" Max.

**(d) PCC Paving Aggregate** - In addition to requirements above, comply with the following:

**(1) Fracture** - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

**(2) Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

**(e) Grading and Separation by Sizes for Prestressed Concrete** - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

**(1)** Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

**Table 02690-1**

Maximum Nominal Size of Aggregates	Separated Sizes
1"	1" - No. 4
3/4"	3/4" - No. 4
3/4"	3/4" - 1/2" and 1/2" - No. 4
3/4"	3/4" - 3/8" and 3/8" - No. 4

**(2)** The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

**Table 02690-2**

		Separated Sizes				
Sieve Size	1" - No. 4	3/4"- No. 4	3/4"- 1/2"	3/4"- 3/8"	1/2"- No. 4	3/8"- No. 4
Percent Passing (by Weight)						
1 1/2"	100	–	–	–	–	–
1"	90 - 100	100	100	100	–	–
3/4"	50 - 80	90 - 100	85 - 100	85 - 100	100	100
1/2"	–	–	0 - 15	–	85 - 100	–

Hardcastle Avenue Realignment at Railroad Crossing  
Earthwork and Drainage

3/8"	15 - 40	20 - 50	—	0 - 15	35 - 65	85 - 100
No. 4	0 - 10	0 - 10	—	—	0 - 15	0 - 15
No. 200	*	*	*	*	*	*

\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**(f) Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-3**

**Gradation of Coarse Aggregates**

Sieve Size	Combined*	Separated	Separated	Separated
	Sizes 1 1/2" - No. 4	Sizes 1 1/2" - 3/4"	Sizes 1" - No. 4	Sizes 3/4" - 1/2"
<b>Percent Passing (by Weight)</b>				
2"	100	100	—	—
1 1/2"	90 - 100	90 - 100	100	—
1"	70 - 89	20 - 55	90 - 100	100
3/4"	35 - 70	0 - 15	—	85 - 100
1/2"	—	—	25 - 60	0 - 15
3/8"	10 - 30	0 - 5	—	—
No. 4	0 - 5	—	0 - 10	—
No. 8	—	—	0 - 5	—
No. 200	**	**	**	**

\* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

\*\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**Table 02690-4**

**Gradation of Coarse Aggregates**

Sieve Size	Separated or			
	Separated Sizes 3/4" - 3/8"	Combined Sizes 3/4" - No. 4	Separated Sizes 1/2" - No. 4	Separated Sizes 3/8" - No. 8
<b>Percent Passing (by Weight)</b>				
1"	100	100	—	—
3/4"	90 - 100	90 - 100	100	—
1/2"	20 - 55	—	90 - 100	100
3/8"	0 - 15	20 - 55	40 - 70	85 - 100
No. 4	0 - 5	0 - 10	0 - 15	10 - 30
No. 8	—	0 - 5	0 - 5	0 - 10
No. 16	—	—	—	0 - 5

No. 200 \* \* \* \*

\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**02690.30 Fine Aggregates:**

**(a) Different Sources** - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

**(b) Harmful Substances** - The amount of harmful substances shall not exceed the following limits:

Test	Test Method (AASHTO)	Percent (by Weight)
Lightweight Pieces	T 113	2.0%
Material passing No. 200 sieve	T 11	3.0%

**(c) Soundness** - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

**(d) Organic Impurities** - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

**(e) Sand Equivalent** - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

**(f) Sand for Mortar** - Sand for mortar shall conform to the requirements of this Section.

**(g) Grading** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-5**  
**Gradation of Fine Aggregate\***

Sieve Size	Percent Passing (by Weight)
3/8"	100
No. 4	90 - 100
No. 8	70 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	**

- \* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.
- \*\* See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

### **SECTION 02910 - SIGN MATERIALS**

Comply with Section 02910 of the Standard Specifications modified as follows:

**02910.00 Scope** - Add the following paragraph to the end of this subsection:

This Section also includes the requirements for anti-graffiti coating.

**02910.40 Hardware** - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

Add the following subsection:

**02910.70 Anti-Graffiti Coating for Signs:**

**(a) General** - Use Anti-graffiti coating from the QPL. Apply anti-graffiti coating over both the background and legend sheeting, per the manufacturer's recommendation.

**(b) Acceptance** - Furnish a quality compliance certificate according to 00165.35, certifying that the anti-graffiti coating used is an acceptable product on the QPL.

### **SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS**

Comply with Section 02926 of the Standard Specifications modified as follows:

**02926.54(c) Submittals** - Replace the paragraph that begins "Within 21 Calendar Days..." with the following paragraph:



**Hardcastle Avenue Realignment at Railroad Crossing  
Earthwork and Drainage**

Within 21 Calendar Days after receipt of submittals, the Engineer will review the submittals and designate them in writing as "approved", "approved as noted", or "returned for correction". Do not begin LED luminaire installation before receiving written approval of submittals from the Engineer.

**CERTIFICATION PAGE**

Each Bidder (offeror) must read and comply with the following Sections. Failure to do so may result in bid/proposal (offer) rejection.

\_\_\_\_\_ *"Bidder will comply with the provisions of Oregon Revised Statutes (ORS) 279C.840".*  
*Initial*

**RESIDENCY INFORMATION**

ORS 279A.120 (2) states "For the purposes of awarding a public contract, a contracting agency shall: (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(1)(b)].

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above [ORS 279A.120 (1)(b)].

Check one: Bidder is a  RESIDENT bidder  NON-RESIDENT bidder.

**CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS**

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225.

**CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS**

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue.

**VERIFICATION OF RESPONSIBILITY**

The City reserves the right, pursuant to ORS 279C.375 and OAR 137-049-0390, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest bidder's (apparent successful offeror's) ability to perform the contract. Submission of a signed offer shall constitute approval for the City to obtain any information the City deems necessary to conduct the evaluation. The City shall notify the apparent successful offeror, in writing, of any other documentation required. Being a responsible bidder may include having the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise to perform the contract. Contractor shall have a satisfactory record of contract performance. The Contractor shall also have a satisfactory record of integrity. An unsatisfactory record of integrity may include previous violations of state environmental laws or a false certifications made to any Public Agency. The Contractor is to be qualified legally to contract with the City of Woodburn. Failure to promptly provide any requested information may result in bid/proposal rejection.

The City may postpone the award of the contract after announcement of the apparent successful offeror in order to complete its investigation and evaluation. Failure of the apparent successful offeror to demonstrate responsibility, as required under ORS 279C.375 and OAR 137-049-0390, may render the offeror non-responsible and shall constitute grounds for offer rejection.

**DRUG TESTING POLICY CERTIFICATION**

DRUG-TESTING POLICY CERTIFICATION:

By my signature in Form of Proposal, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in the matter, and to the best of my knowledge the Contractor has a drug-testing program in place which applies to all employees. Contractor shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract. [ORS 279C.505J

UP Real Estate Folder No.: 3140-05  
Audit Number \_\_\_\_\_

**PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

HARDCASTLE STREET  
DOT NUMBER 759605L  
MILE POST 735.50, BROOKLYN SUBDIVISION  
WOODBURN, MARION COUNTY, OREGON

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and the **CITY OF WOODBURN**, a municipal corporation or political subdivision of the State of Oregon to be addressed at 190 Garfield Street, Woodburn, OR 97071 ("Political Body").

**RECITALS:**

The Political Body desires to undertake as its project (the "Project") the re-aligning and widening of the road over the Hardcastle Street at-grade public crossing, DOT Number 759605L at Railroad's Mile Post 735.50 on Railroad's Brooklyn Subdivision at or near Woodburn, Marion County, Oregon (the "Crossing Area"). The area currently used by the Political Body is depicted on **Exhibit A** as the "Existing Crossing Area" and the new area which the Political Body needs in order to construct the Project is the "New Crossing Area". The Existing Crossing Area and New Crossing Area are collectively referred to as the Crossing Area. The New Crossing Area is described in the legal description marked **Exhibit A-1**. The portion of the roadway located within the Crossing Area is the "Roadway".

The Railroad and the Political Body are entering into this Agreement to cover the above.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**Section 1. EXHIBIT B**

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

**Section 2. RAILROAD GRANTS RIGHT**

For and in consideration **FORTY FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$44,700.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

**Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

**Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Senior Manager - Contracts  
Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, Mail Stop 1690  
Omaha, NE 68179-1690  
UP File Folder No. 3140-05

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

**Section 5. FEDERAL AID POLICY GUIDE**

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

**Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

**Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS**

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Summary of Material and Force Account Work dated September 26, 2018, and October 3, 2018, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimates"). As set forth in the Estimates, the Railroad's estimated cost for the Railroad's work associated with the Project is Seven Hundred Ninety Five Thousand Sixty Dollars (\$795,060.00).

B. The Railroad, if it so elects, may recalculate and update the Estimates submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimates.

C. The Political Body acknowledges that the Estimates do not include an estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any

flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

## **Section 8. PLANS**

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

## **Section 9. NON-RAILROAD IMPROVEMENTS**

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities

(the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

#### **Section 10. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 11. CONDITIONS TO BE MET BEFORE  
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

**Section 12. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN  
RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA



reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

*(Federal Tax ID #94-6001323)*

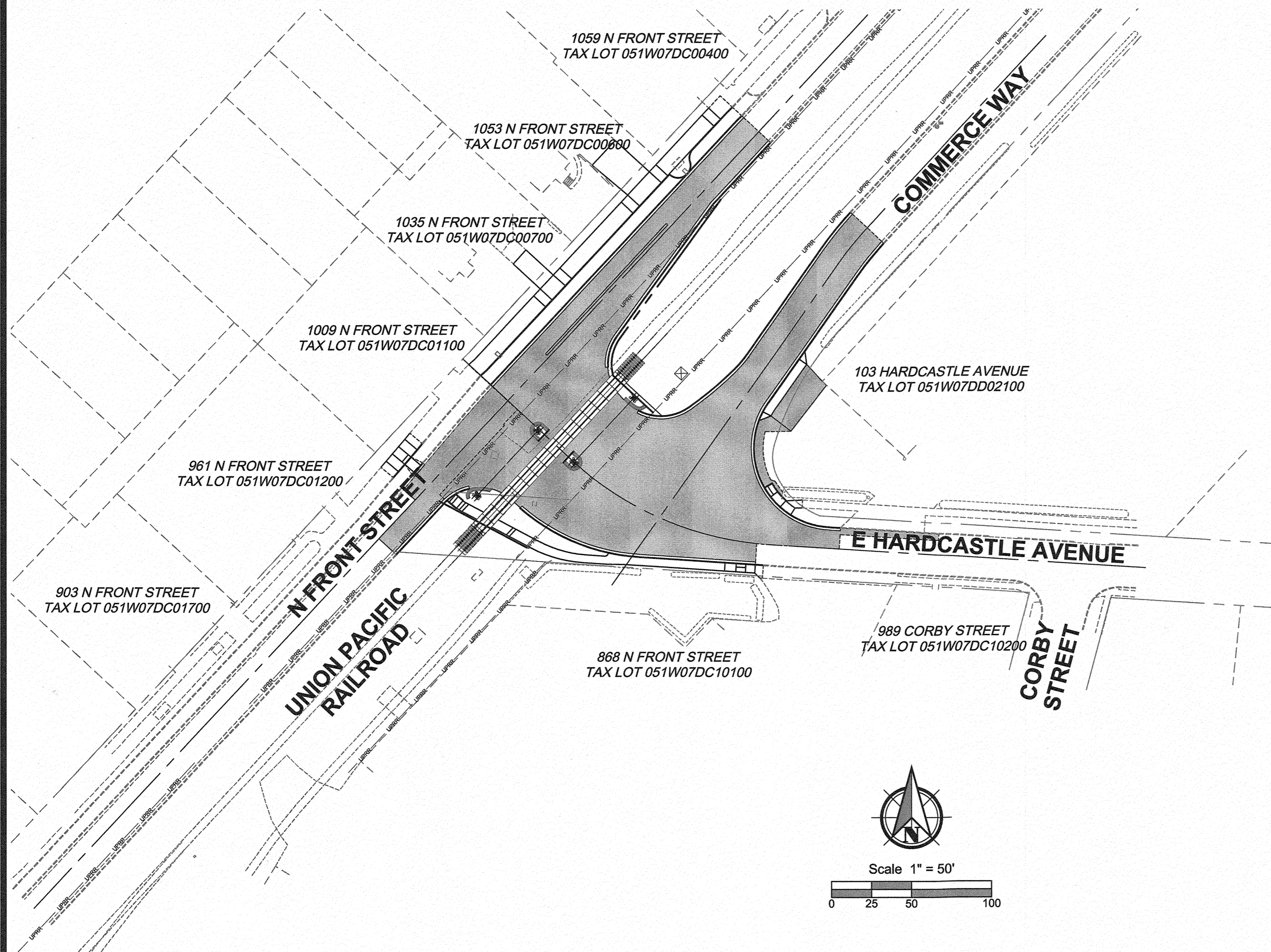
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF WOODBURN**

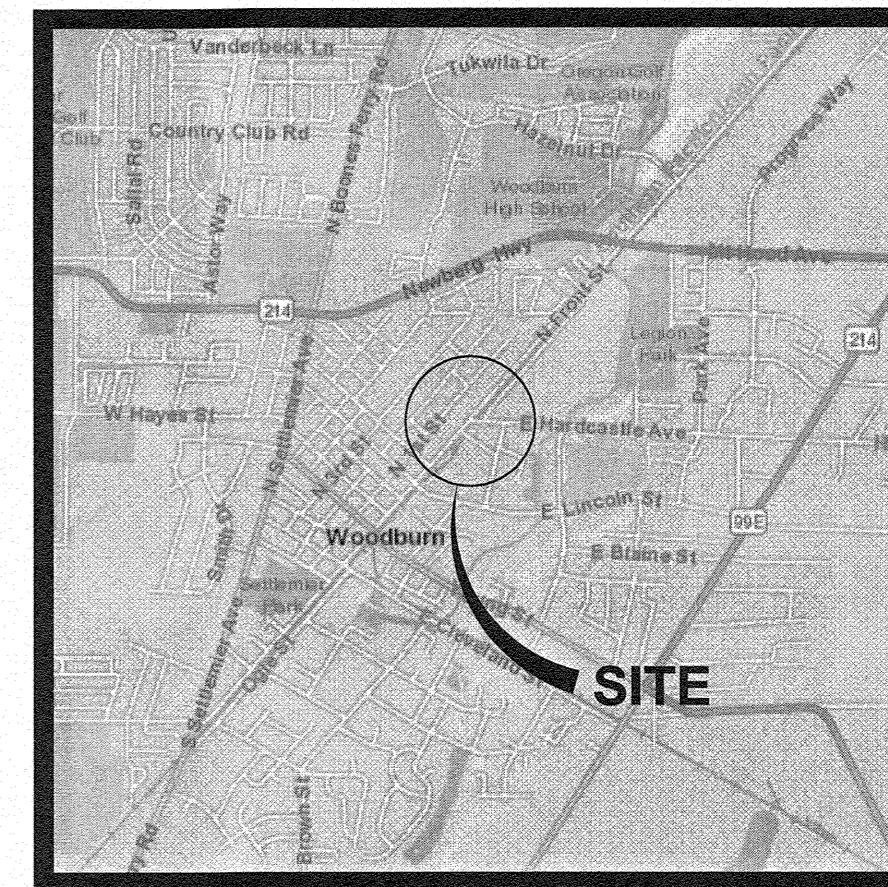
By:  \_\_\_\_\_  
Printed Name: Scott Denney  
Title: City Admin.

# HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING

PAVING, PAVEMENT MARKING, ILLUMINATION AND ROADSIDE DEVELOPMENT  
 LOCATED IN THE SE ¼ OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN  
 CITY OF WOODBURN, MARION COUNTY, OREGON



Sheet Index		
Sheet No.	Sheet ID	Description
1	C001	Cover Sheet
2	C002	General Notes & Legend
3	C003	Typical Sections
4	C101	Site Preparation & Demolition Plan
5	C201	Grading & Erosion Control Plan
6	C202	Erosion Control Details
7	C301	N Front Street - Street & Storm Drainage Plan & Profile
8	C302	N Front Street - Street & Storm Drainage Plan & Profile
9	C303	E Hardcastle Ave-Street & Storm Drainage Plan & Profile
10	C304	Commerce Way - Street & Storm Drainage Plan & Profile
11	C305	Intersection Grading Plan
12	C306	Cast-in-Place Concrete Barrier Detail
13	C307	Curb Ramp Details
14	C308	Driveway Plan & Profile
15	C401	Permanent Signing & Striping Plan
16	C402	Permanent Signing & Striping Plan Notes
17	C403	ODOT Standard Striping Details
18	C404	ODOT Standard Signing Details
19	C405	ODOT Standard Signing Details
20	C501	Illumination & Utility Plan
21	C502	Illumination Notes
22	C601	Construction Staging Sign Details & Notes
23	C602	Detour Plan
24	C603	Construction Staging Plan
25	C604	Staging Plan - Stage 1, Phase 1 & 2
26	C605	Staging Plan - Stage 1, Phase 3 & 3A
27	C606	Staging Plan - Stage 2, Phase 1 & 2
28	C607	Staging Plan - Stage 2, Phase 2A
29	C701	ODOT Standard Details
30	C702	ODOT Standard Details
31	C703	ODOT Standard Details
32	C704	ODOT Standard Details
33	C705	ODOT Standard Details
34	C706	ODOT Standard Details
35	C707	ODOT Standard Details
36	C708	ODOT Standard Details



VICINITY MAP  
NOT TO SCALE

**NOTICE TO EXCAVATORS:**  
 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 NOTIFICATION CENTER IS (503)-232-1987.)

POTENTIAL UNDERGROUND FACILITY OWNERS

**Dig Safely.**

Call the Oregon One-Call Center  
**DIAL 811 or 1-800-332-2344**

EMERGENCY TELEPHONE NUMBERS

NW NATURAL GAS  
 M-F 7am-6pm 503-226-4211 Ext.8166  
 AFTER HOURS 503-226-4211  
 PGE 1-800-544-1793  
 CENTURYLINK 1-800-573-1311  
 WAVE BROADBAND 1-888-317-0488  
 DATAVISION 503-792-3611

CITY OF WOODBURN PUBLIC WORKS DEPARTMENT  
 (SANITARY SEWER, STORM DRAINAGE & WATER)  
 503-982-5241

**Contact Info:**

City of Woodburn, Oregon  
 190 Garfield Street  
 Woodburn, OR 97061-4730  
**Eric Liljequist, P.E.**  
 eric.liljequist@ci.woodburn.or.us

Civil Engineer:  
**PBS Engineering and Environmental**  
 4412 SW Corbett Avenue  
 Portland, OR 97239  
**Maureen White, PE**  
 maureen.white@pbsusa.com  
 (503) 248-1939  
 (866) 727-0140, fax

Railroad Engineer:  
**Wiser Rail Engineering**  
 22750 SW Miami Drive  
 Tualatin, OR 97062  
**Tom Wiser, PE**  
 tom@wiserrail.com  
 (503) 691-6095  
 (503) 381-6095, mobile

Geotechnical Engineer:  
**PBS Engineering and Environmental**  
 4412 SW Corbett Avenue  
 Portland, OR 97239  
**Ryan White, PE**  
 ryan.white@pbsusa.com  
 (503) 248-1939  
 (866) 727-0140, fax

Surveyor:  
**PBS Engineering and Environmental**  
 415 W 6th Street, Suite 601  
 Vancouver, WA 98660  
**Terry Goodman, PLS**  
 terry.goodman@pbsusa.com  
 (360) 695-3488  
 (866) 727-0140, fax

THIS DESIGN COMPLIES WITH ORS 92.044(7) IN THAT NO UTILITY INFRASTRUCTURE IS DESIGNED TO BE WITHIN 1-FOOT OF A SURVEY MONUMENT LOCATION SHOWN ON A SUBDIVISION OR PARTITION PLAT. NO DESIGN MODIFICATION OR FINAL FIELD LOCATION CHANGE SHALL BE PERMITTED IF IT WOULD CAUSE ANY UTILITY INFRASTRUCTURE TO BE PLACED WITHIN A PROHIBITED AREA.

**ENGINEER'S NOTE TO CONTRACTOR:**

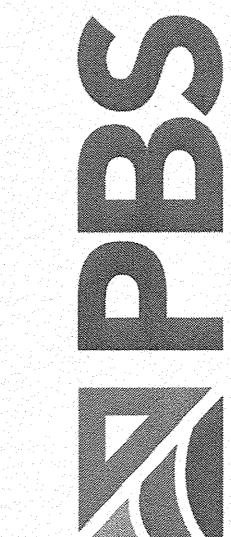
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS.

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

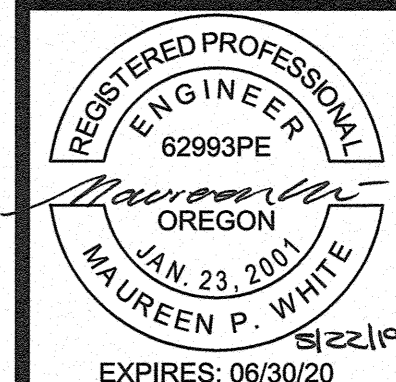
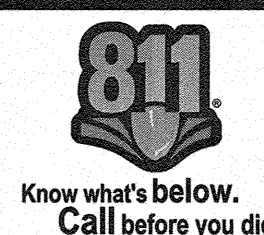
CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

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 User: Dan Skofrud  
 CAD Plot Date/Time: 5/21/2019 3:48:47 PM  
 Layout Tab: C001

PBS Engineering and Environmental Inc.  
 4412 SW Corbett Avenue  
 Portland, OR 97239  
 503.248.1939  
 pbsusa.com



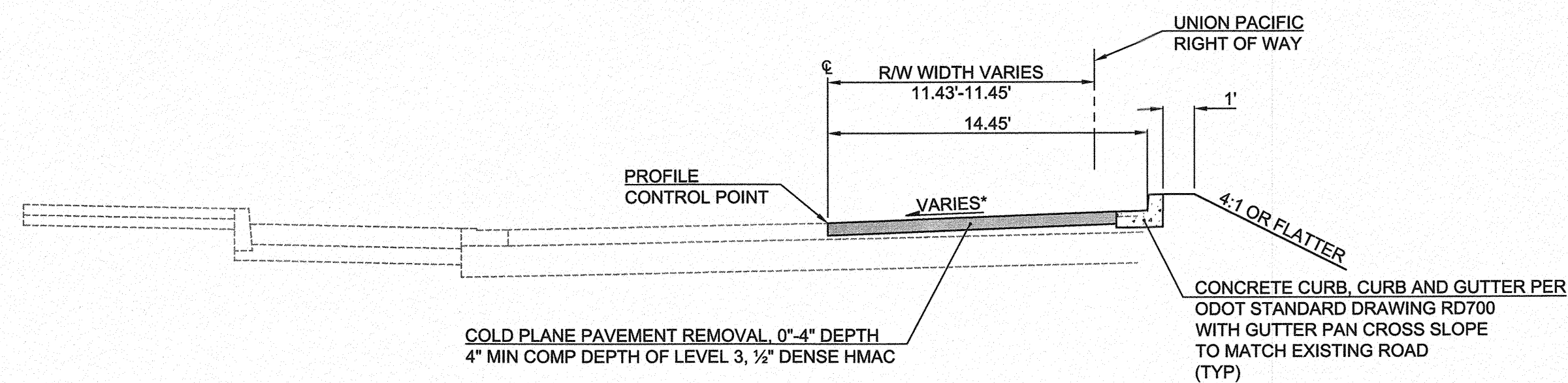
**COVER SHEET FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



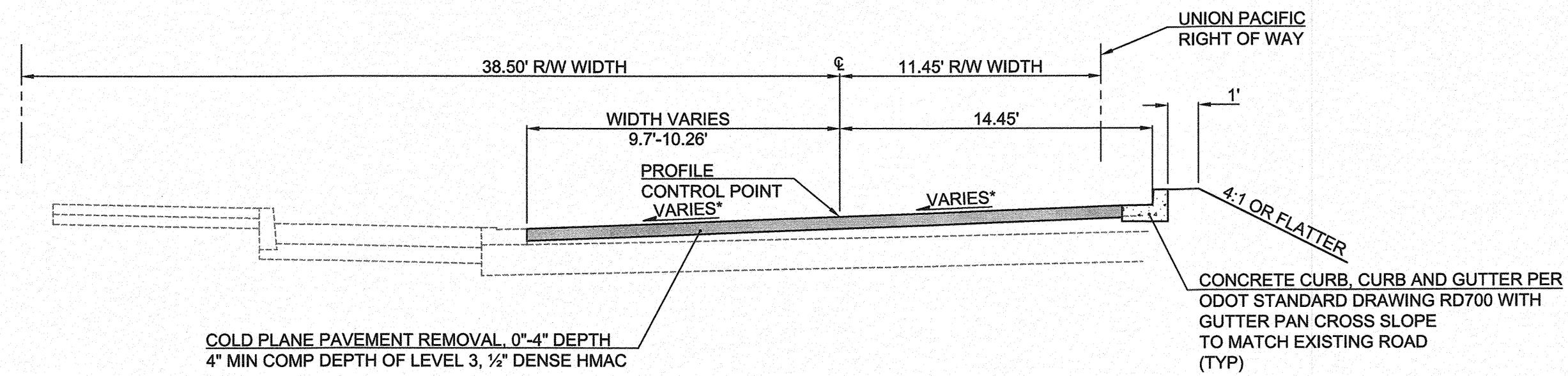
DESIGNED: DPS
CHECKED: MPW
MAY 21, 2019 74001.000
SHEET ID <b>C001</b>
SHEET <b>1</b> OF <b>36</b>



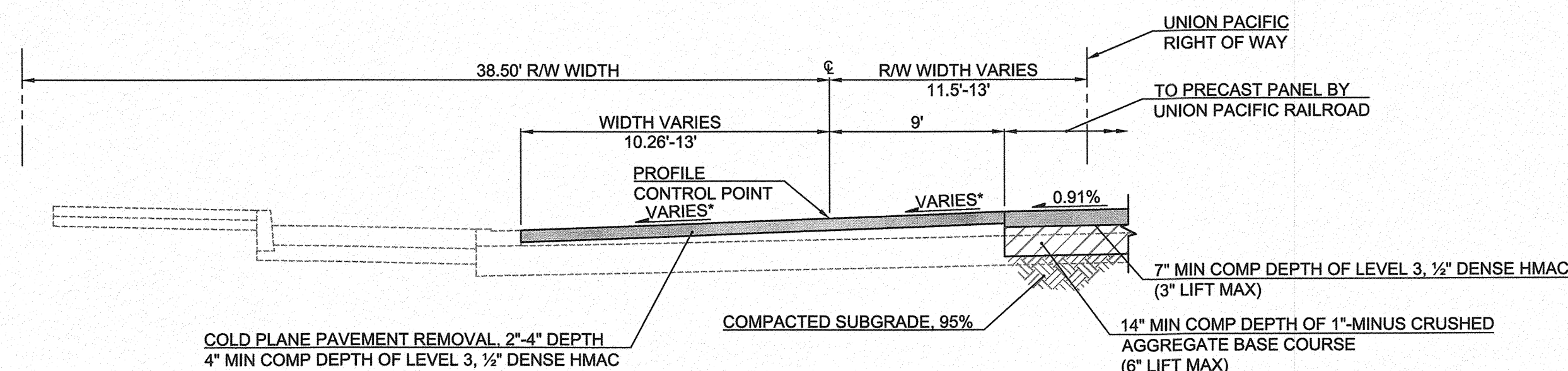
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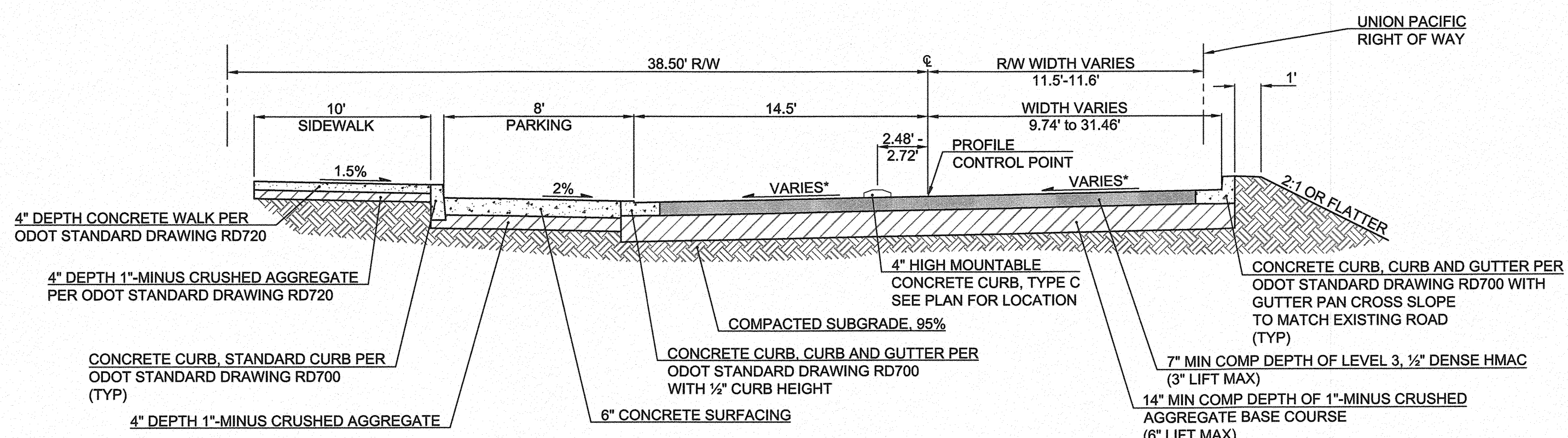
\*Cross-Slope Varies - See Sheet C301.  
**Station 43+16.76 to Station 43+50**  
**N Front Street**  
 Typical Section  
 NTS



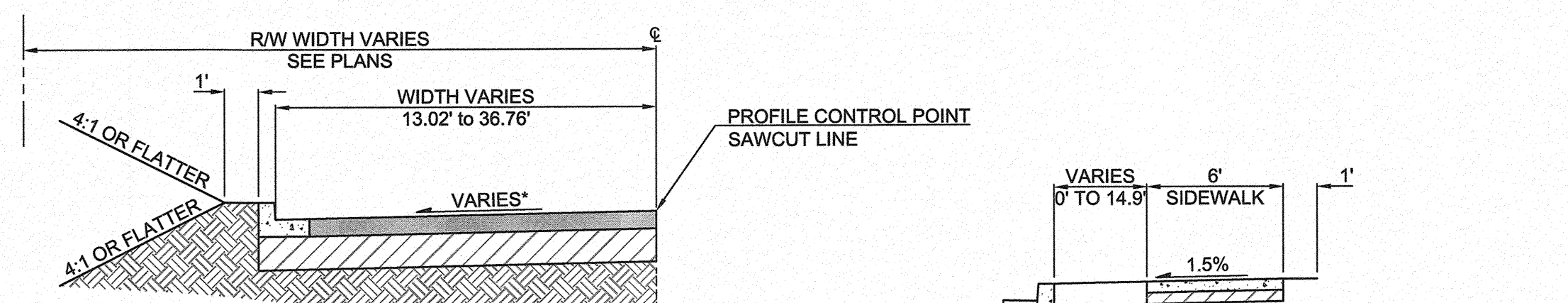
\*Cross-Slope Varies - See Sheet C301.  
**Station 43+50 to Station 43+62.89**  
**N Front Street**  
 Typical Section  
 NTS



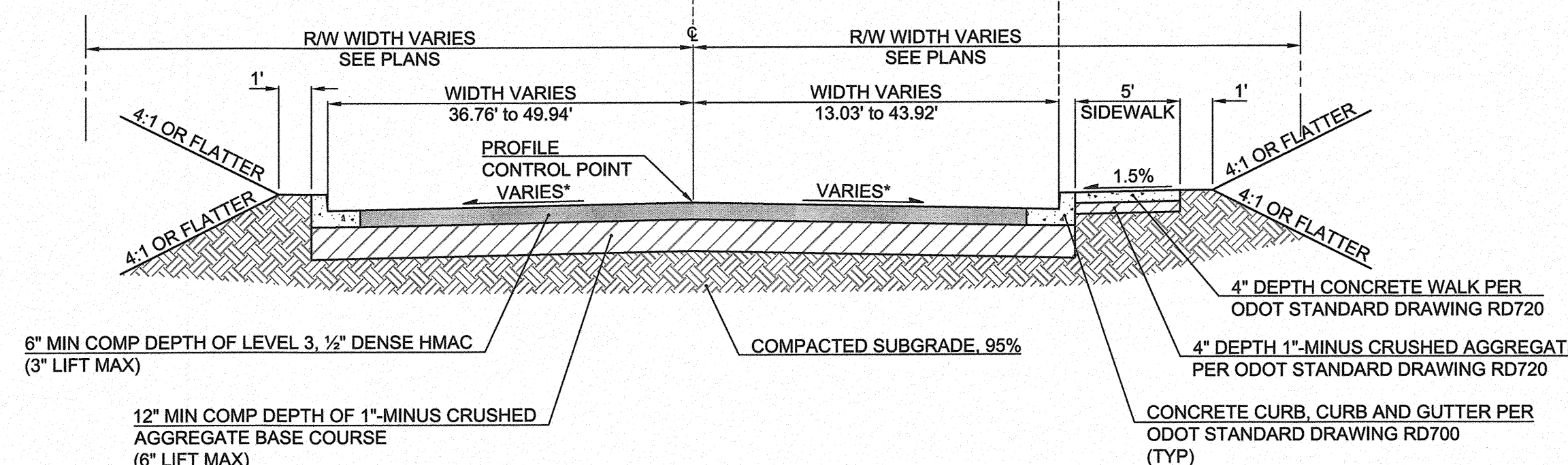
\*Cross-Slope Varies - See Sheet C301.  
**Station 43+62.89 to Station 44+35**  
**N Front Street**  
 Typical Section  
 NTS



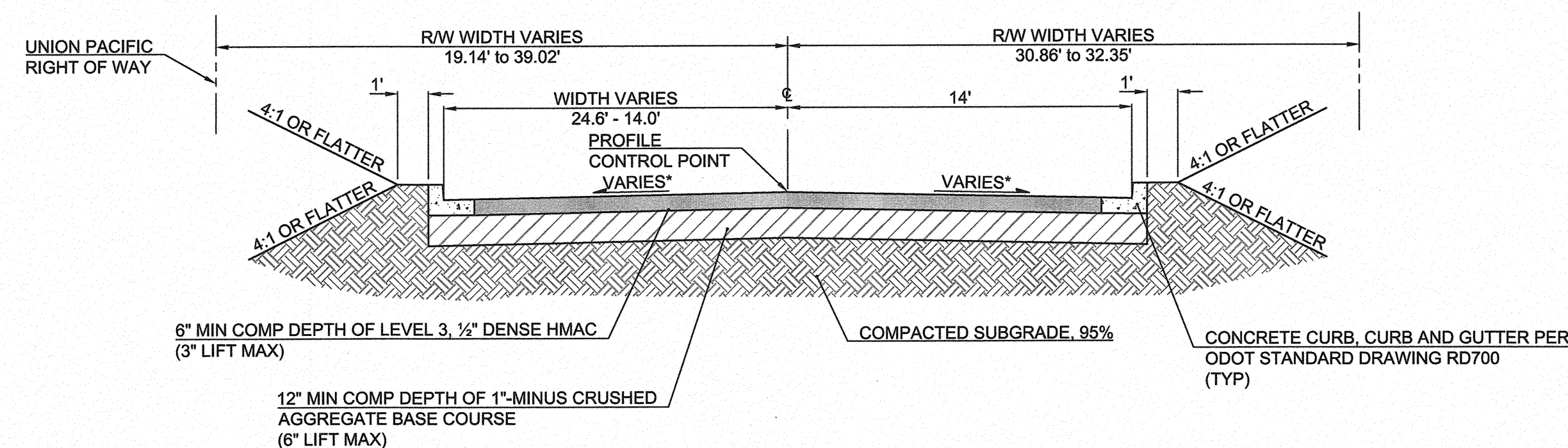
\*Cross-Slope Varies - See Sheet C301 & C302.  
**Station 44+35 to Station 46+65.64**  
**N Front Street**  
 Typical Section  
 NTS



**Station 10+84.95 to Station 11+41.58**

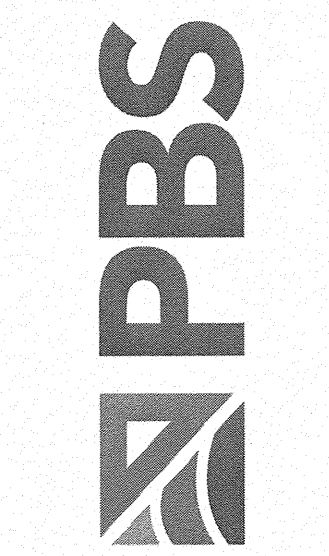


\*Cross-Slope Varies - See Sheet C303.  
**Station 10+84.95 to Station 12+73.99**  
**E Hardcastle Avenue**  
 Typical Section  
 NTS

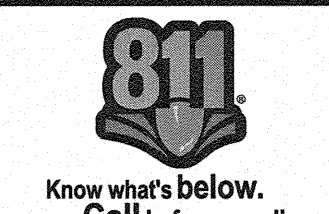


\*Cross-Slope Varies - See Sheet C304.  
**Station 20+95.43 to Station 22+75.13**  
**Commerce Way**  
 Typical Section  
 NTS

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 Portland, OR 97239  
 503.248.1939  
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**TYPICAL SECTIONS FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



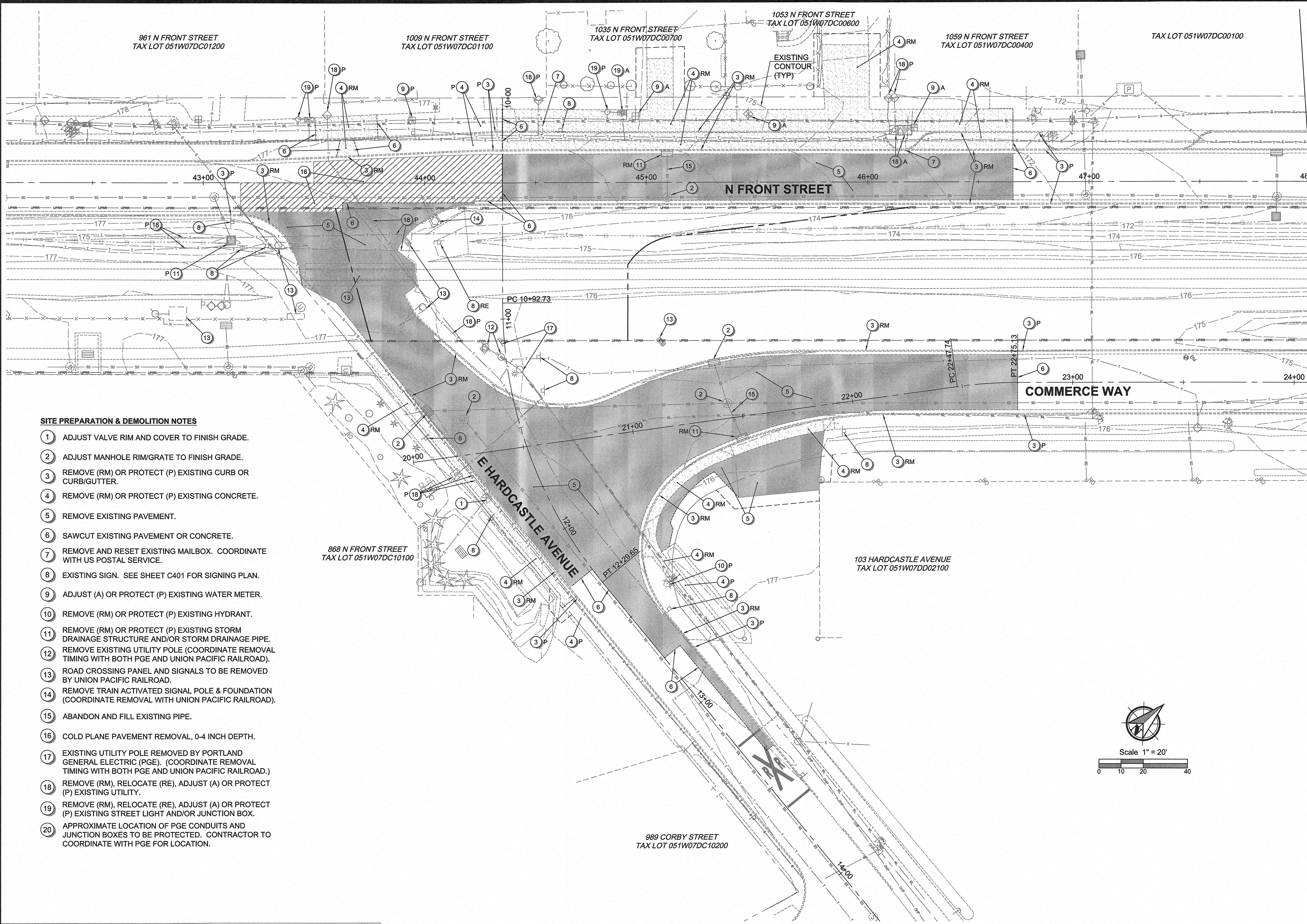
Know what's below.  
 Call before you dig.



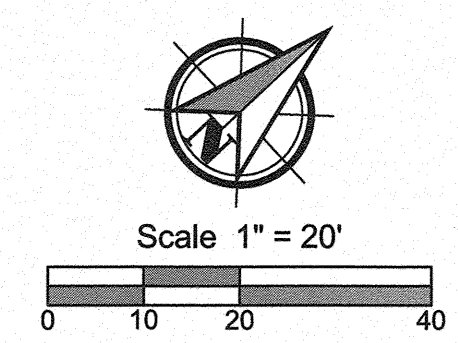
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MAY 21, 2019 74001.000
SHEET ID <b>C003</b>
SHEET <b>3</b> OF <b>36</b>

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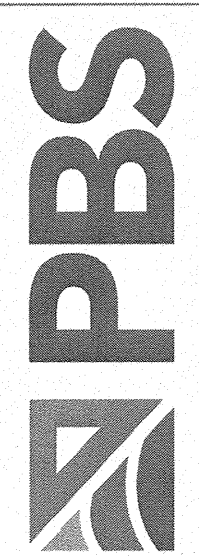
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 CAD Plot Date/Time: 5/21/2019 3:48:10 PM  
 Layout Tab: C101



- SITE PREPARATION & DEMOLITION NOTES**
- 1 ADJUST VALVE RIM AND COVER TO FINISH GRADE.
  - 2 ADJUST MANHOLE RIM/GRATE TO FINISH GRADE.
  - 3 REMOVE (RM) OR PROTECT (P) EXISTING CURB OR CURB/GUTTER.
  - 4 REMOVE (RM) OR PROTECT (P) EXISTING CONCRETE.
  - 5 REMOVE EXISTING PAVEMENT.
  - 6 SAWCUT EXISTING PAVEMENT OR CONCRETE.
  - 7 REMOVE AND RESET EXISTING MAILBOX. COORDINATE WITH US POSTAL SERVICE.
  - 8 EXISTING SIGN. SEE SHEET C401 FOR SIGNING PLAN.
  - 9 ADJUST (A) OR PROTECT (P) EXISTING WATER METER.
  - 10 REMOVE (RM) OR PROTECT (P) EXISTING HYDRANT.
  - 11 REMOVE (RM) OR PROTECT (P) EXISTING STORM DRAINAGE STRUCTURE AND/OR STORM DRAINAGE PIPE.
  - 12 REMOVE EXISTING UTILITY POLE (COORDINATE REMOVAL TIMING WITH BOTH PGE AND UNION PACIFIC RAILROAD).
  - 13 ROAD CROSSING PANEL AND SIGNALS TO BE REMOVED BY UNION PACIFIC RAILROAD.
  - 14 REMOVE TRAIN ACTIVATED SIGNAL POLE & FOUNDATION (COORDINATE REMOVAL WITH UNION PACIFIC RAILROAD).
  - 15 ABANDON AND FILL EXISTING PIPE.
  - 16 COLD PLANE PAVEMENT REMOVAL, 0-4 INCH DEPTH.
  - 17 EXISTING UTILITY POLE REMOVED BY PORTLAND GENERAL ELECTRIC (PGE). (COORDINATE REMOVAL TIMING WITH BOTH PGE AND UNION PACIFIC RAILROAD.)
  - 18 REMOVE (RM), RELOCATE (RE), ADJUST (A) OR PROTECT (P) EXISTING UTILITY.
  - 19 REMOVE (RM), RELOCATE (RE), ADJUST (A) OR PROTECT (P) EXISTING STREET LIGHT AND/OR JUNCTION BOX.
  - 20 APPROXIMATE LOCATION OF PGE CONDUITS AND JUNCTION BOXES TO BE PROTECTED. CONTRACTOR TO COORDINATE WITH PGE FOR LOCATION.



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 4412 SW Corbett Avenue  
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 503.246.1939  
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**SITE PREPARATION & DEMOLITION PLAN FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



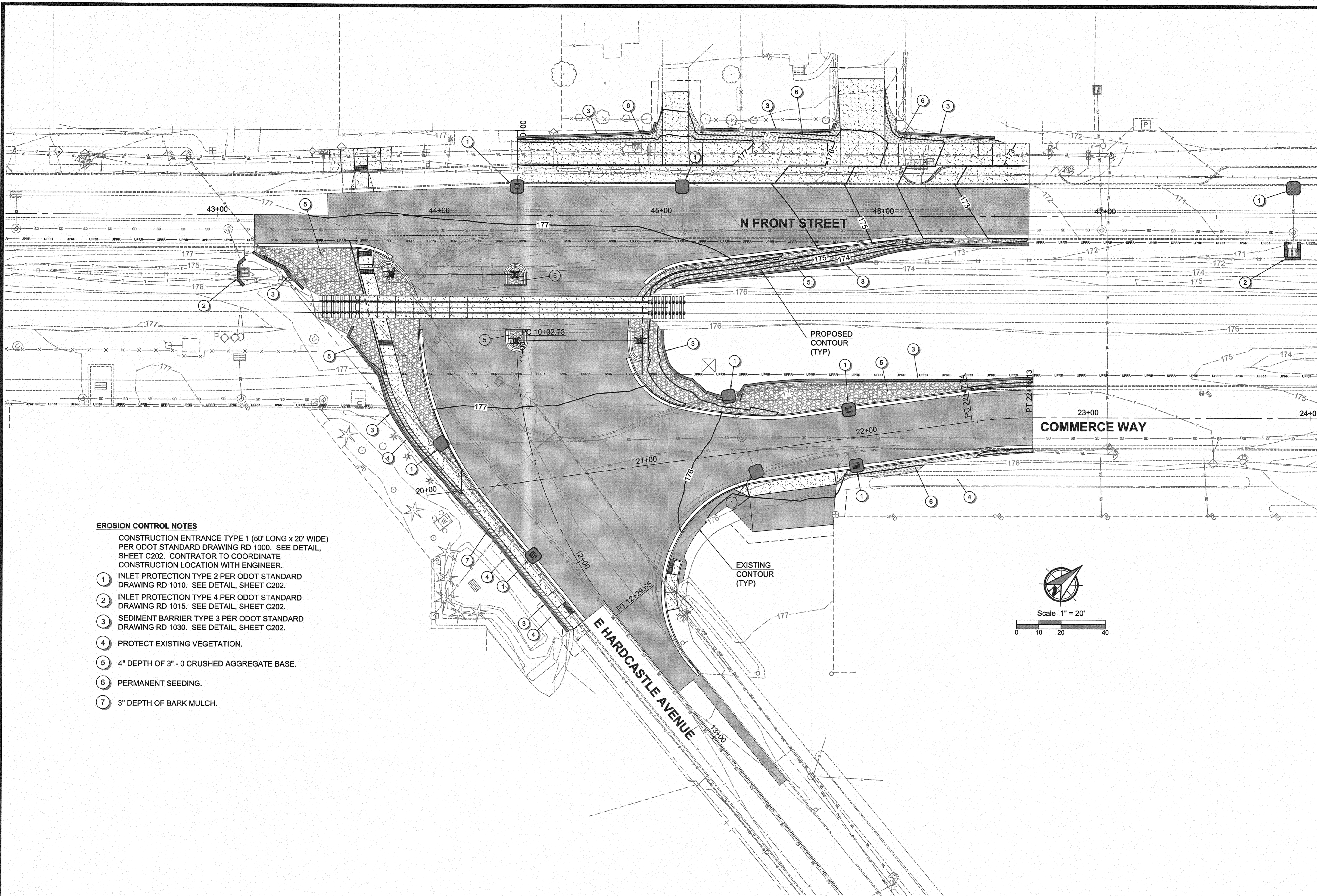
REGISTERED PROFESSIONAL ENGINEER  
 62993PE  
 MAUREEN P. WHITE  
 JAN. 23, 2001  
 EXPIRES: 06/30/20

DESIGNED: DPS  
 CHECKED: MPW  
 MAY 21, 2019  
 74001.000

SHEET ID  
**C101**  
 SHEET 4 OF 36

Full Size Sheet Format Is 22x34; If Printed Size Is Not 22x34, Then This Sheet Format Has Been Modified & Indicated Drawing Scale Is Not Accurate.

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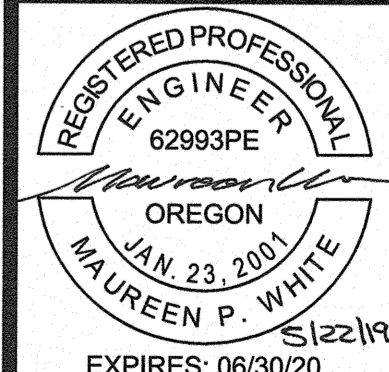
**EROSION CONTROL NOTES**

- CONSTRUCTION ENTRANCE TYPE 1 (50' LONG x 20' WIDE) PER ODOT STANDARD DRAWING RD 1000. SEE DETAIL, SHEET C202. CONTRACTOR TO COORDINATE CONSTRUCTION LOCATION WITH ENGINEER.
- ① INLET PROTECTION TYPE 2 PER ODOT STANDARD DRAWING RD 1010. SEE DETAIL, SHEET C202.
- ② INLET PROTECTION TYPE 4 PER ODOT STANDARD DRAWING RD 1015. SEE DETAIL, SHEET C202.
- ③ SEDIMENT BARRIER TYPE 3 PER ODOT STANDARD DRAWING RD 1030. SEE DETAIL, SHEET C202.
- ④ PROTECT EXISTING VEGETATION.
- ⑤ 4" DEPTH OF 3" - 0 CRUSHED AGGREGATE BASE.
- ⑥ PERMANENT SEEDING.
- ⑦ 3" DEPTH OF BARK MULCH.

GRADING & EROSION CONTROL PLAN FOR:

**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**

A SITE LOCATED IN THE CITY OF WOODBURN, OREGON

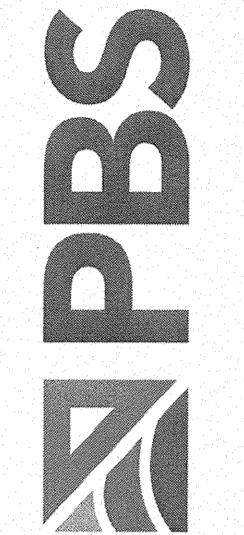


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 MAY 21, 2019  
 74001.000

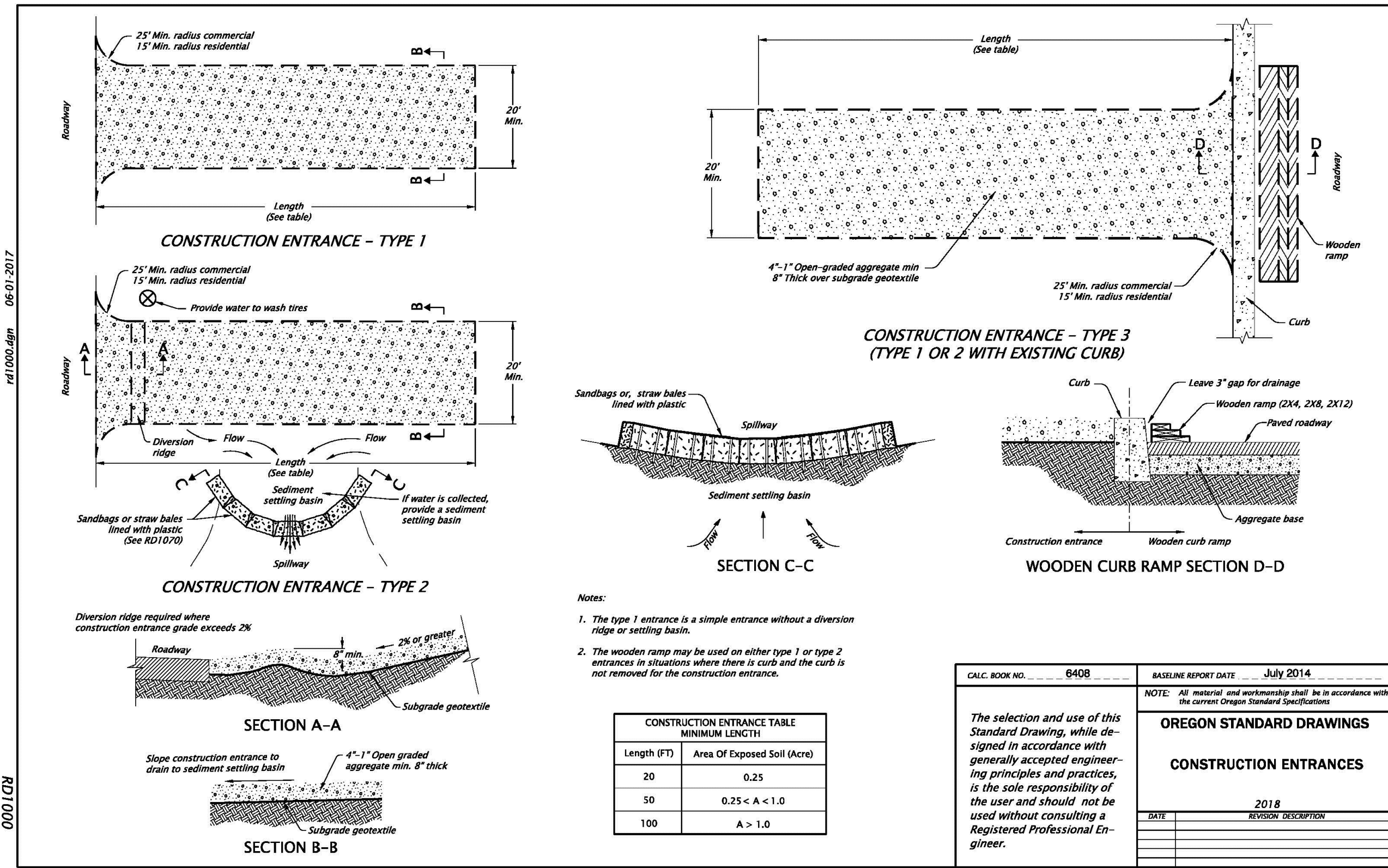
SHEET ID  
**C201**

SHEET 5 OF 36

PBS Engineering and Environmental Inc.  
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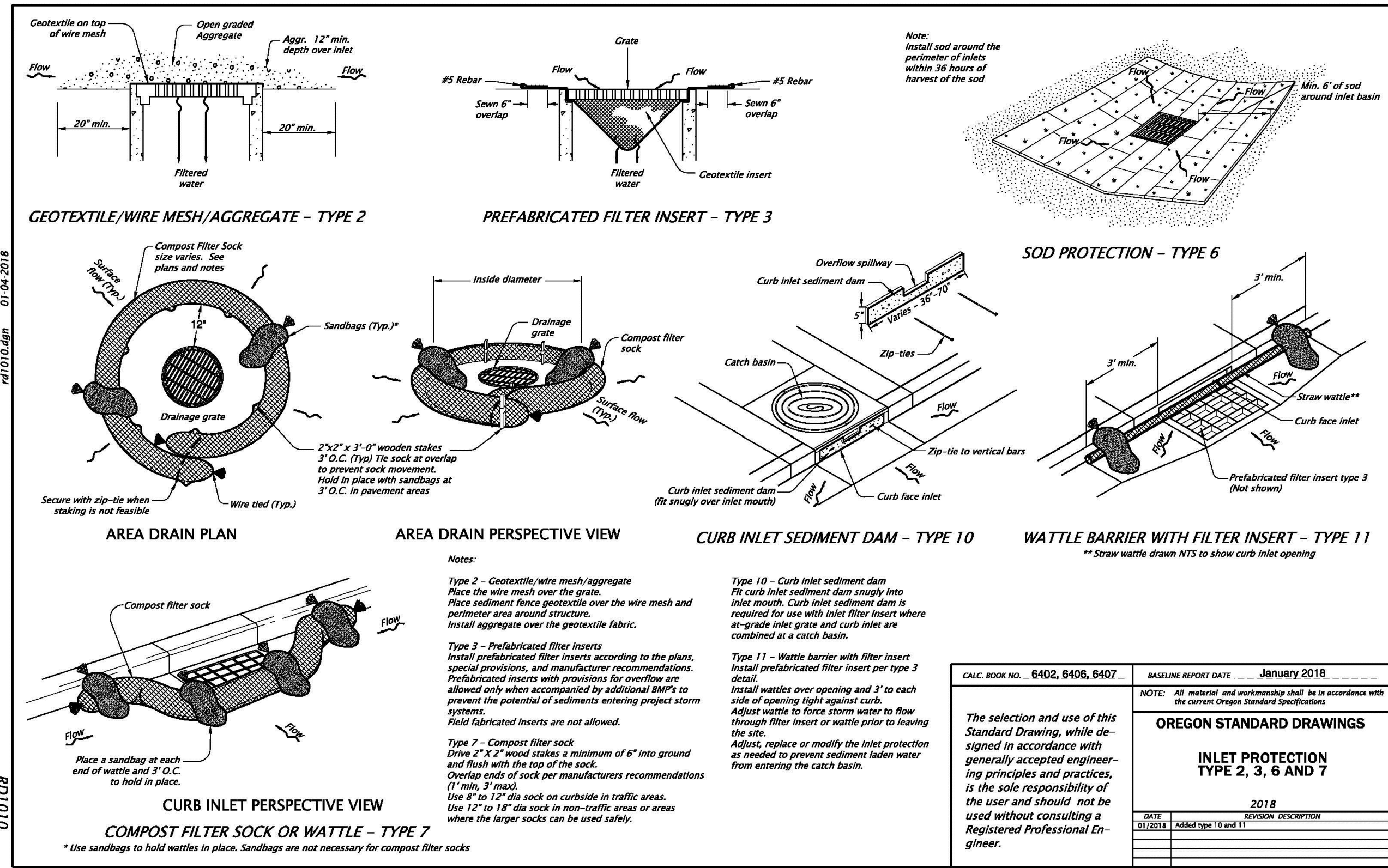
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CALC. BOOK NO.	8408	BASELINE REPORT DATE	July 2014
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.			
OREGON STANDARD DRAWINGS			
CONSTRUCTION ENTRANCES			
DATE	2018	REVISION DESCRIPTION	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

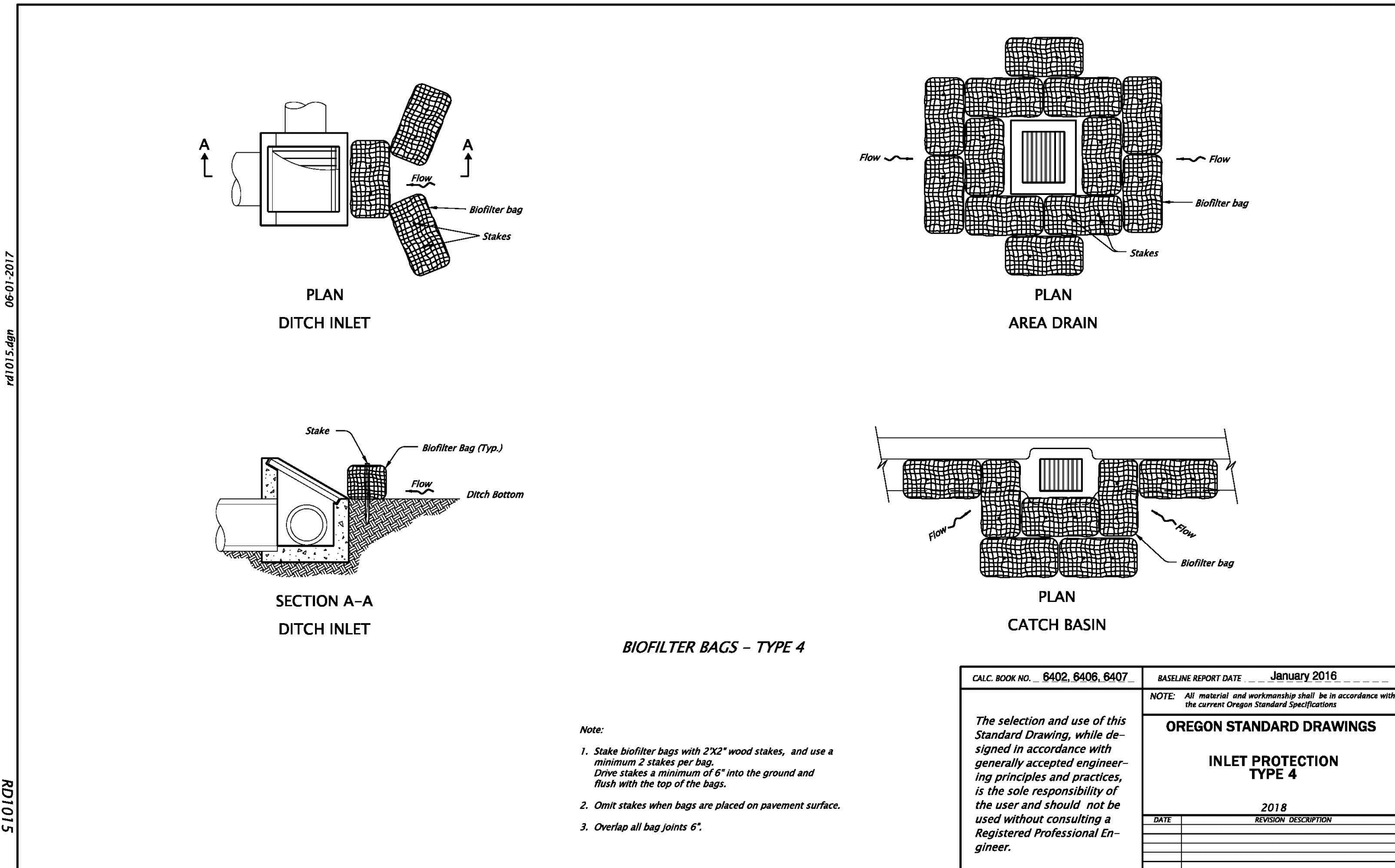
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CALC. BOOK NO.	8402, 8406, 8407	BASELINE REPORT DATE	January 2018
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OREGON STANDARD DRAWINGS			
INLET PROTECTION			
TYPE 2, 3, 6 AND 7			
DATE	2018	REVISION DESCRIPTION	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

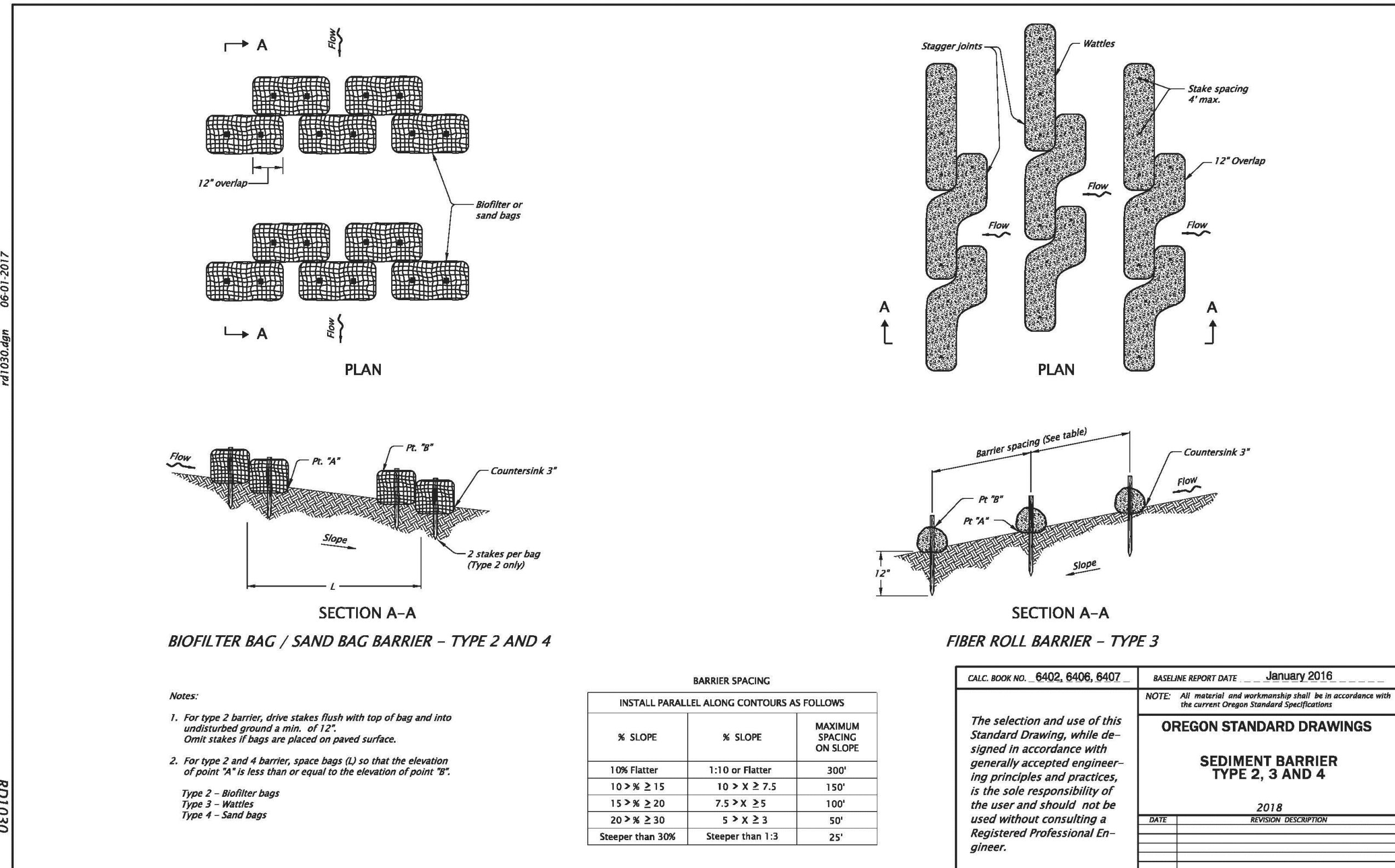
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CALC. BOOK NO.	8402, 8406, 8407	BASELINE REPORT DATE	January 2018
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.			
OREGON STANDARD DRAWINGS			
INLET PROTECTION			
TYPE 4			
DATE	2018	REVISION DESCRIPTION	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: December 1, 2018 - May 31, 2019 RD1015



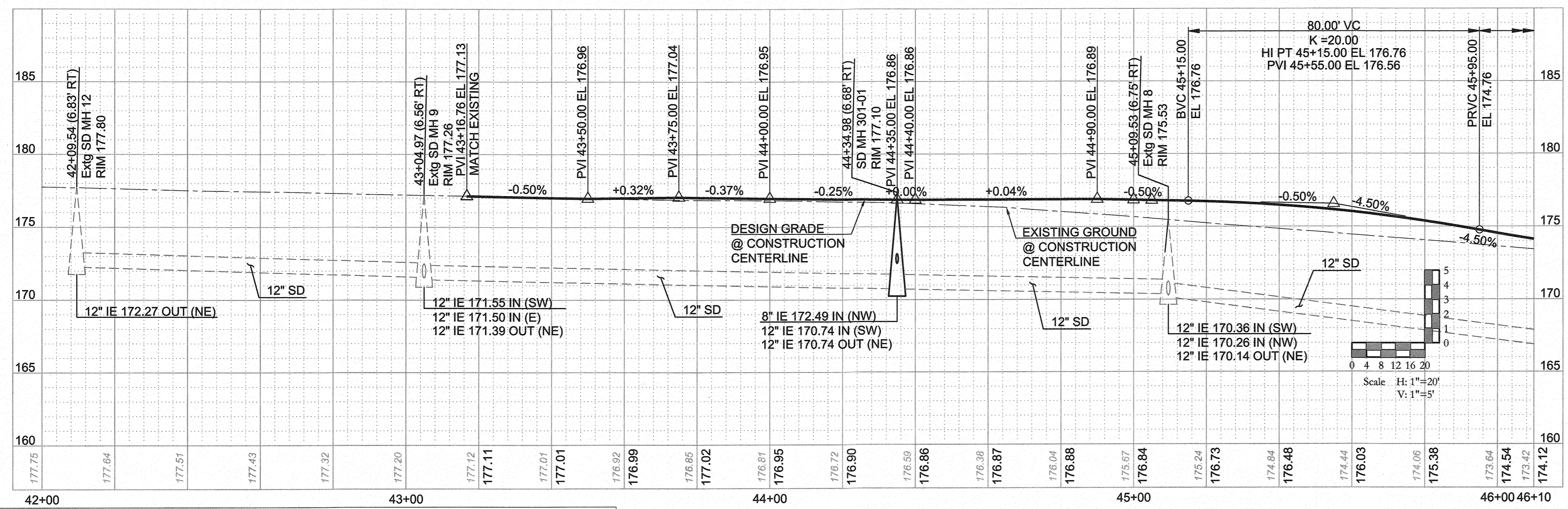
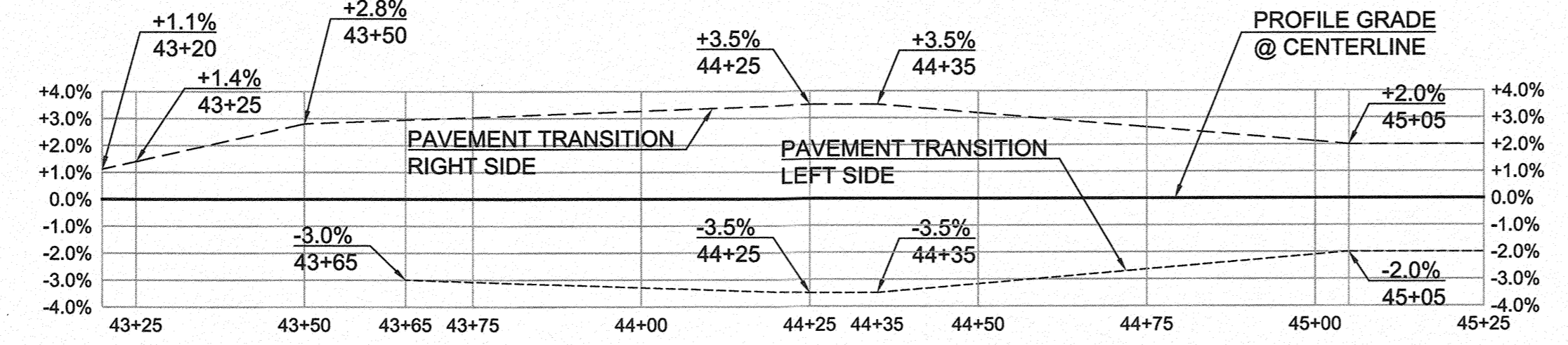
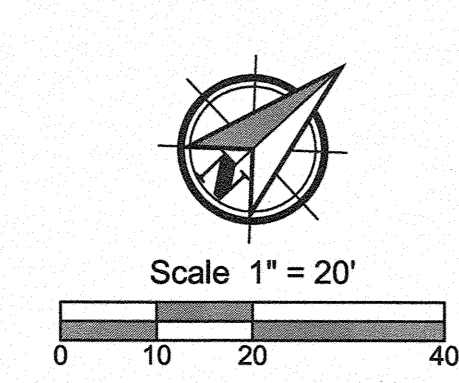
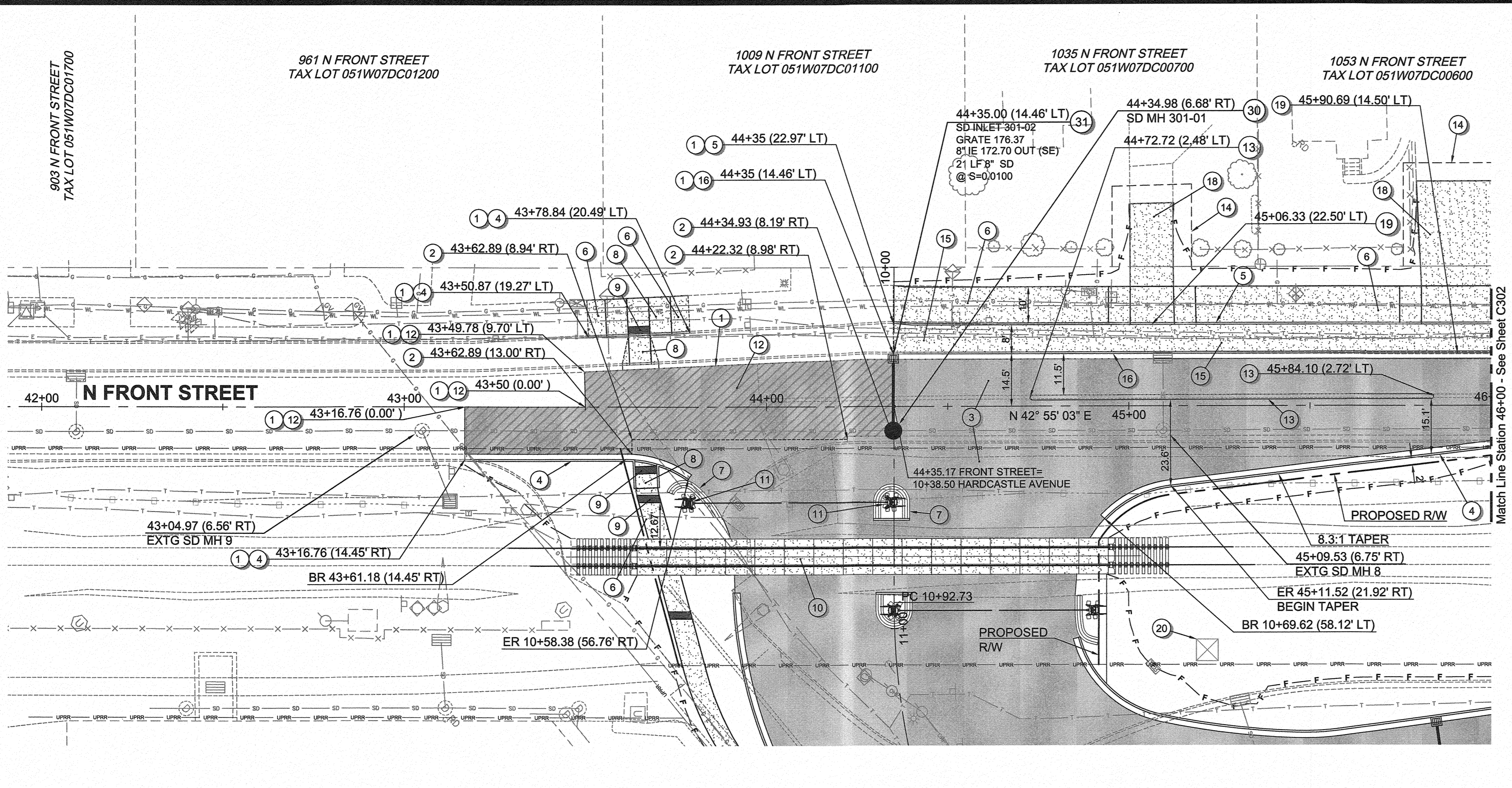
CALC. BOOK NO.	8402, 8406, 8407	BASELINE REPORT DATE	January 2018
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.			
OREGON STANDARD DRAWINGS			
SEDIMENT BARRIER			
TYPE 2, 3 AND 4			
DATE	2018	REVISION DESCRIPTION	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

Effective Date: December 1, 2018 - May 31, 2019 RD1030

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 rd1015.dgn 06/01/2017  
 rd1030.dgn 06/01/2017

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**STREET CONSTRUCTION NOTES**

- 1 MATCH EXISTING CURB/GUTTER, SIDEWALK OR PAVEMENT.
- 2 ASPHALT PAVEMENT SAWCUTTING AT ALL CONNECTIONS & TRANSITIONS (INCLUDES CONCRETE). MATCH NEW PAVEMENT TO EXISTING PAVEMENT.
- 3 CONSTRUCT HMAC SECTION PER TYPICAL SECTIONS ON SHEET C003.
- 4 CONSTRUCT CONCRETE CURB, CURB AND GUTTER (E=6") PER ODOT STANDARD DRAWING RD700 (TYP) SEE DETAIL, SHEET C703. CURB CONSTRUCTION SHALL FOLLOW UPRR SIGNAL & CROSSING ARM INSTALLATION.
- 5 CONSTRUCT CONCRETE CURB, STANDARD CURB (E=6") PER ODOT STANDARD DRAWING RD700 (TYP). SEE DETAIL, SHEET C703. CURB CONSTRUCTION SHALL FOLLOW UPRR SIGNAL & CROSSING ARM INSTALLATION.
- 6 CONSTRUCT CONCRETE WALKS PER ODOT STANDARD DRAWING RD720. SEE DETAIL, SHEET C704.
- 7 CONSTRUCT CAST-IN-PLACE CONCRETE BARRIER (WIDE BASE). SEE CAST-IN-PLACE BARRIER DETAIL ON SHEET C306 AND ODOT STANDARD DRAWING RD505 ON SHEET C703. INSTALLATION TIMING TO BE COORDINATED WITH UPRR.
- 8 CONSTRUCT CURB RAMP PER DETAIL ON SHEET C307 AND PER ODOT STANDARD DRAWING RD755 ON SHEET C704.
- 9 INSTALL TACTILE WARNING STRIP PER ODOT STANDARD DRAWING No. RD759. SEE DETAIL, SHEET C705.
- 10 PRECAST CONCRETE ROAD CROSSING TO BE INSTALLED AND MAINTAINED BY UNION PACIFIC RAILROAD.
- 11 FLASHING LIGHTS & AUTOMATIC GATES TO BE INSTALLED AND MAINTAINED BY UNION PACIFIC RAILROAD.
- 12 CONSTRUCT HMAC OVERLAY SECTION PER TYPICAL SECTIONS ON SHEET C003. MEET & MATCH EXISTING HMAC/CURB/GUTTER.
- 13 CONSTRUCT 4" HIGH MOUNTABLE CONCRETE CURB, TYPE C PER ODOT STANDARD DRAWING RD706 ON SHEET C703.
- 14 TEMPORARY CONSTRUCTION EASEMENT.
- 15 CONSTRUCT 6 INCH THICK CONCRETE PARKING PER TYPICAL SECTION ON SHEET C003.
- 16 CONSTRUCT CONCRETE CURB, CURB AND GUTTER (E=1/2") PER ODOT STANDARD DRAWING RD700 (TYP). SEE DETAIL, SHEET C703.
- 17 CONSTRUCT DRIVEWAY APPROACH PER ODOT STANDARD DRAWING RD715. SEE DETAIL, SHEET C704.
- 18 CONSTRUCT CONCRETE DRIVEWAY. SEE SHEET C308 FOR DRIVEWAY PLAN & PROFILE.
- 19 CONSTRUCT CONCRETE DRIVEWAY PER OPTION N ON CURB LINE SIDEWALK DRIVEWAYS DETAIL. SEE ODOT STANDARD DRAWING RD750 ON SHEET C704.
- 20 SIGNAL EQUIPMENT HOUSE TO BE INSTALLED BY UNION PACIFIC RAILROAD.

**STORM DRAINAGE CONSTRUCTION NOTES**

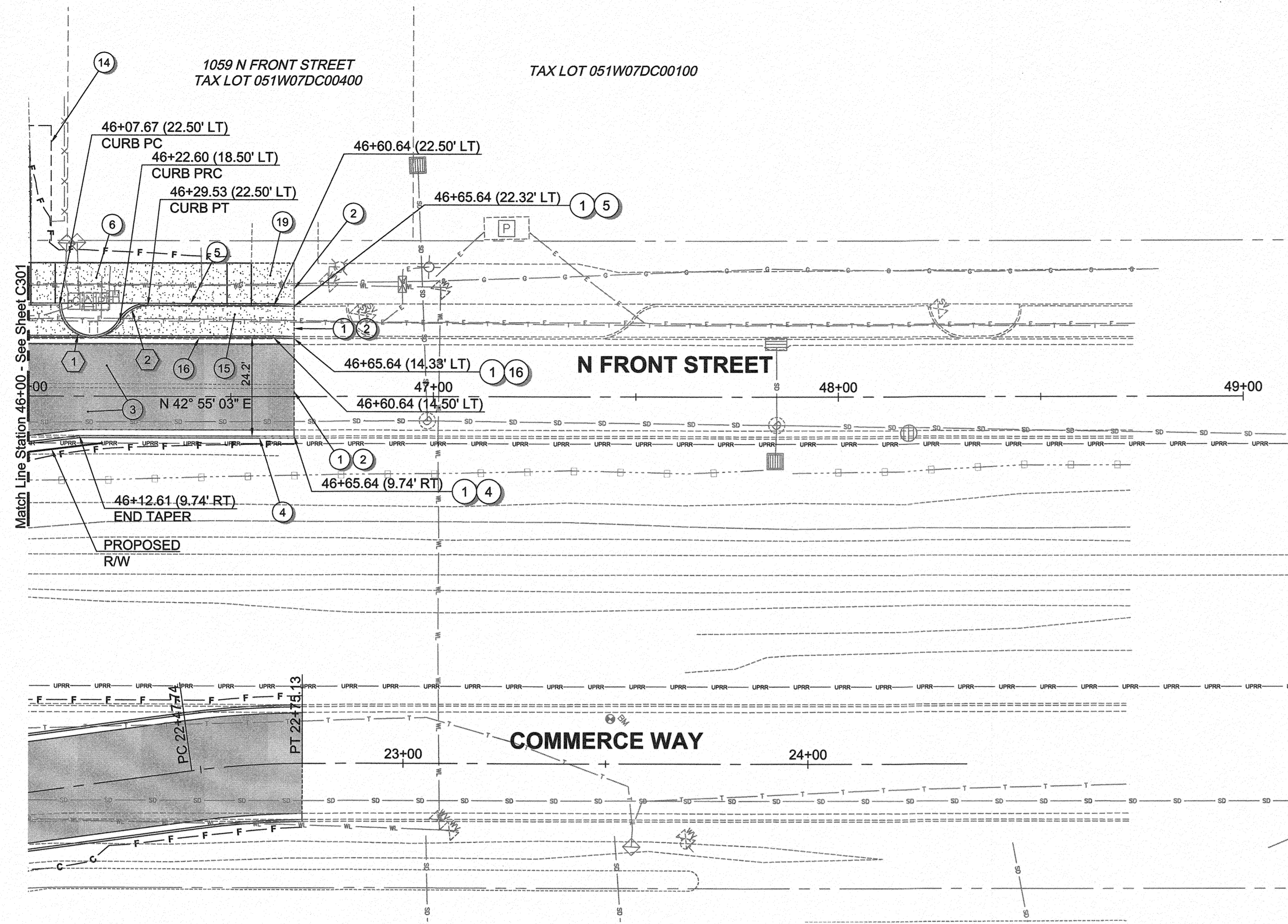
- 30 INSTALL STANDARD STORM SEWER MANHOLE OVER EXISTING STORM PIPE PER ODOT STANDARD DRAWING RD335. SEE DETAIL, SHEET C701.
- 31 INSTALL CONCRETE INLET TYPE G-1 PER ODOT STANDARD DRAWING RD364. SEE DETAIL, SHEET C702.

N FRONT STREET - STREET & STORM DRAINAGE PLAN & PROFILE FOR:  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON

PBS Engineering and Environmental Inc.  
 4412 SW Corbett Avenue  
 Portland, OR 97239  
 503.246.1699  
 pbseia.com

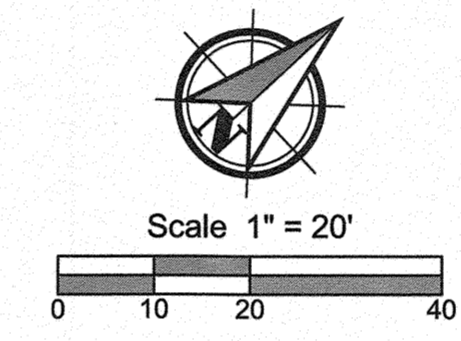
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 MAY 21, 2019  
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 SHEET 7 OF 36





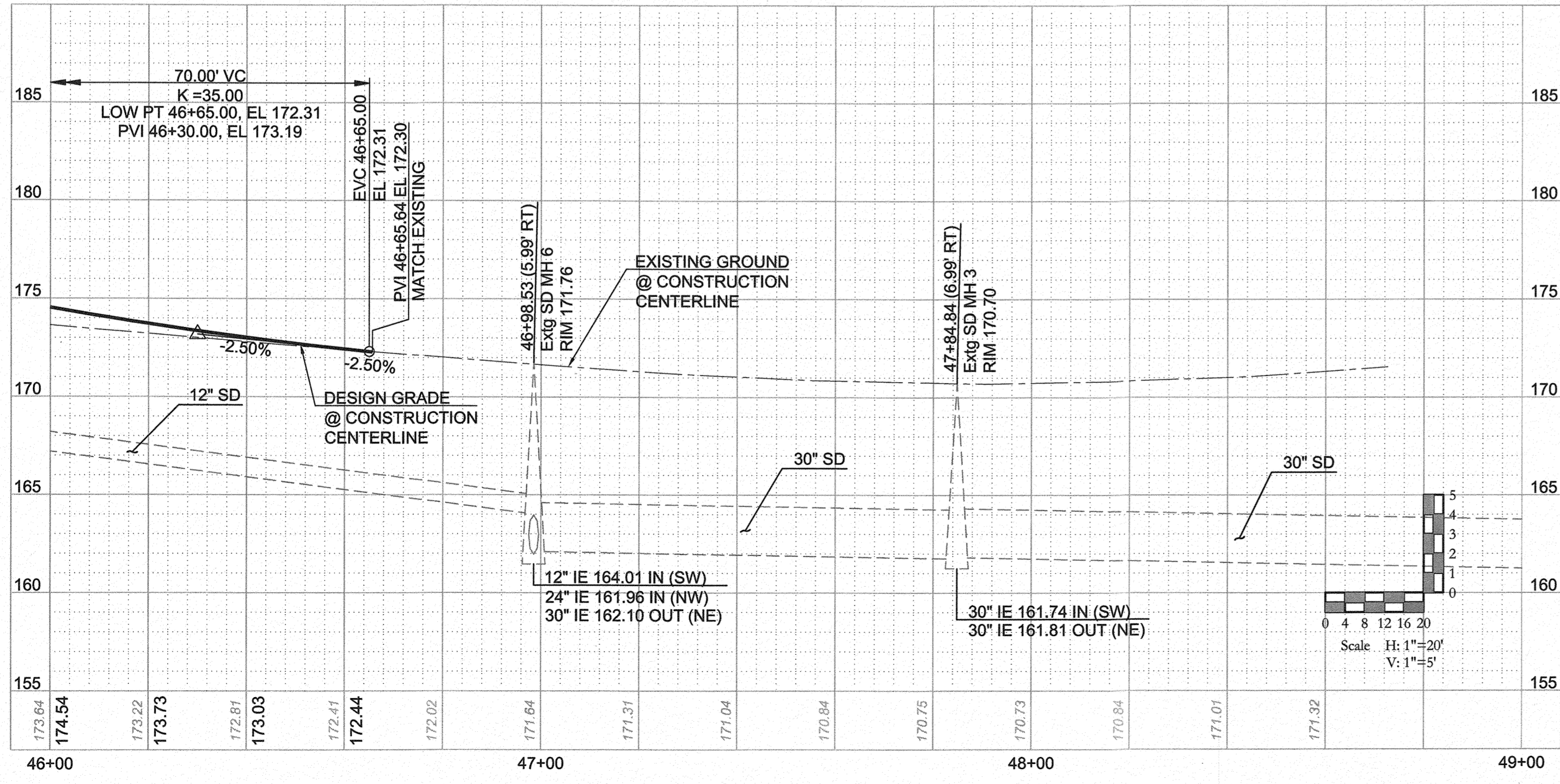
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		1/4 PT	174.45
		1/2 PT	174.18
		3/4 PT	174.03
	46+22.60 (18.50' LT)	PRC	173.95

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	60°00'00"	8.00'	8.38'
			TC ELEVATION
	46+22.60 (18.50' LT)	PRC	173.95
		1/4 PT	-
		1/2 PT	173.90
	46+29.53 (22.50' LT)	PT	173.76



- STREET CONSTRUCTION NOTES**
- MATCH EXISTING CURB/GUTTER, SIDEWALK OR PAVEMENT.
  - ASPHALT PAVEMENT SAWCUTTING AT ALL CONNECTIONS & TRANSITIONS (INCLUDES CONCRETE). MATCH NEW PAVEMENT TO EXISTING PAVEMENT.
  - CONSTRUCT HMAC SECTION PER TYPICAL SECTIONS ON SHEET C003.
  - CONSTRUCT CONCRETE CURB, CURB AND GUTTER (E=6") PER ODOT STANDARD DRAWING RD700 (TYP) SEE DETAIL, SHEET C703. CURB CONSTRUCTION SHALL FOLLOW UPRR SIGNAL & CROSSING ARM INSTALLATION.
  - CONSTRUCT CONCRETE CURB, STANDARD CURB (E=6") PER ODOT STANDARD DRAWING RD700 (TYP). SEE DETAIL, SHEET C703. CURB CONSTRUCTION SHALL FOLLOW UPRR SIGNAL & CROSSING ARM INSTALLATION.
  - CONSTRUCT CONCRETE WALKS PER ODOT STANDARD DRAWING RD720. SEE DETAIL, SHEET C704.
  - CONSTRUCT CAST-IN-PLACE CONCRETE BARRIER (WIDE BASE). SEE CAST-IN-PLACE BARRIER DETAIL ON SHEET C306 AND ODOT STANDARD DRAWING RD505 ON SHEET C703. INSTALLATION TIMING TO BE COORDINATED WITH UPRR.
  - CONSTRUCT CURB RAMP PER DETAIL ON SHEET C307 AND PER ODOT STANDARD DRAWING RD755 ON SHEET C704.
  - INSTALL TACTILE WARNING STRIP PER ODOT STANDARD DRAWING No. RD759. SEE DETAIL, SHEET C705.
  - PRECAST CONCRETE ROAD CROSSING TO BE INSTALLED AND MAINTAINED BY UNION PACIFIC RAILROAD.
  - FLASHING LIGHTS & AUTOMATIC GATES TO BE INSTALLED AND MAINTAINED BY UNION PACIFIC RAILROAD.
  - CONSTRUCT HMAC OVERLAY SECTION PER TYPICAL SECTIONS ON SHEET C003. MEET & MATCH EXISTING HMAC/CURB/GUTTER.
  - CONSTRUCT 4" HIGH MOUNTABLE CONCRETE CURB, TYPE C PER ODOT STANDARD DRAWING RD706 ON SHEET C703.
  - TEMPORARY CONSTRUCTION EASEMENT.
  - CONSTRUCT 6 INCH THICK CONCRETE PARKING PER TYPICAL SECTION ON SHEET C003.
  - CONSTRUCT CONCRETE CURB, CURB AND GUTTER (E=1/2") PER ODOT STANDARD DRAWING RD700 (TYP). SEE DETAIL, SHEET C703.
  - CONSTRUCT DRIVEWAY APPROACH PER ODOT STANDARD DRAWING RD715. SEE DETAIL, SHEET C704.
  - CONSTRUCT CONCRETE DRIVEWAY. SEE SHEET C308 FOR DRIVEWAY PLAN & PROFILE.
  - CONSTRUCT CONCRETE DRIVEWAY PER OPTION N ON CURB LINE SIDEWALK DRIVEWAYS DETAIL. SEE ODOT STANDARD DRAWING RD750 ON SHEET C704.
  - SIGNAL EQUIPMENT HOUSE TO BE INSTALLED BY UNION PACIFIC RAILROAD.

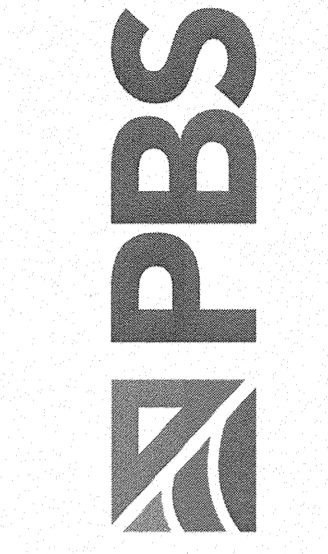
- STORM DRAINAGE CONSTRUCTION NOTES**
- INSTALL STANDARD STORM SEWER MANHOLE OVER EXISTING STORM PIPE PER ODOT STANDARD DRAWING RD335. SEE DETAIL, SHEET C701.
  - INSTALL CONCRETE INLET TYPE G-1 PER ODOT STANDARD DRAWING RD364. SEE DETAIL, SHEET C702.



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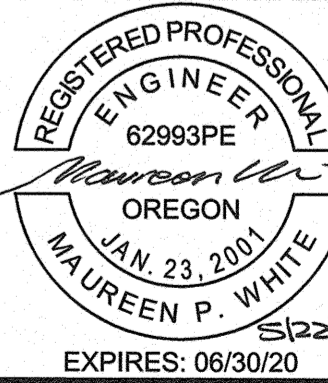
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 Environmental Inc.  
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**N FRONT STREET - STREET & STORM DRAINAGE PLAN & PROFILE FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON

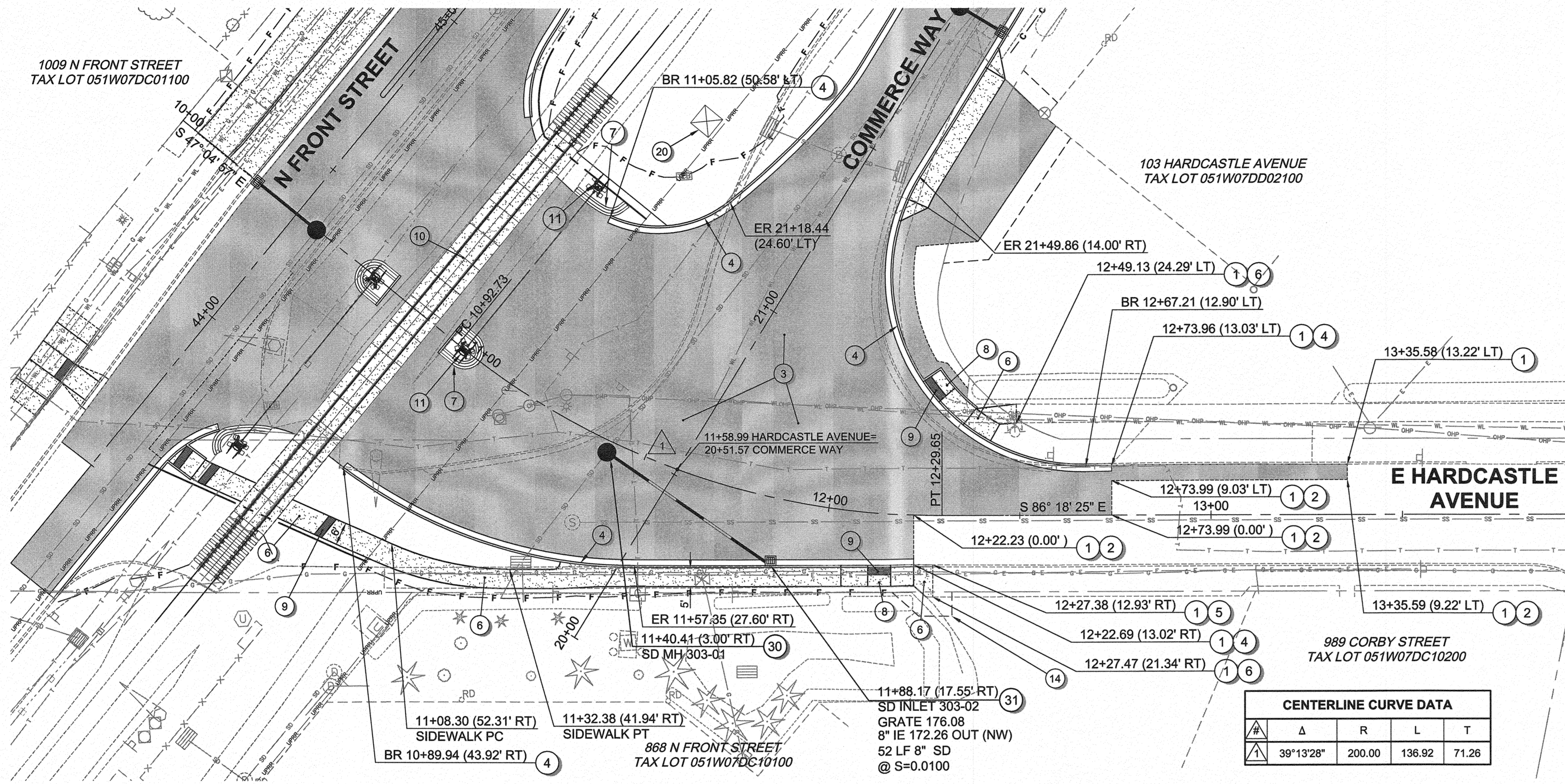
  
 Know what's below.  
 Call before you dig.



DESIGNED:  
 DPS  
 CHECKED:  
 MPW  
 MAY 21, 2019  
 74001.000

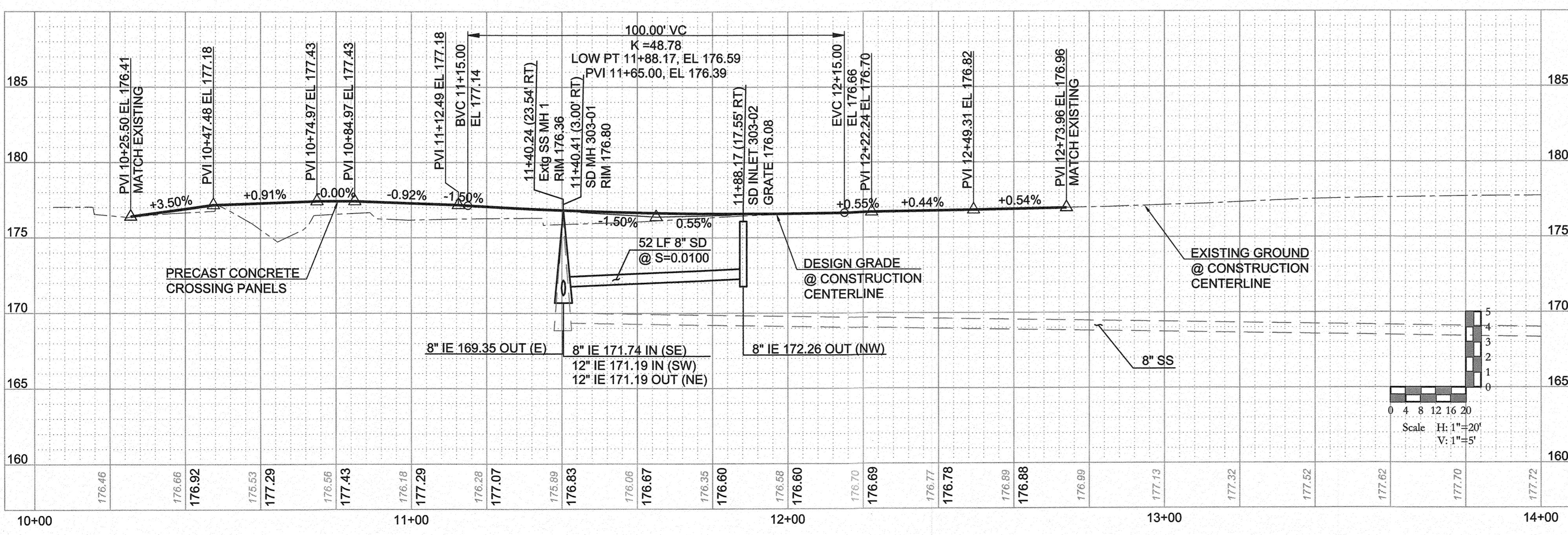
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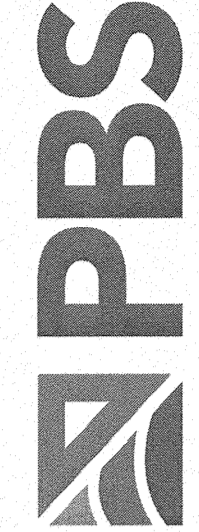
**STREET CONSTRUCTION NOTES**

- ① MATCH EXISTING CURB/GUTTER, SIDEWALK OR PAVEMENT.
- ② ASPHALT PAVEMENT SAWCUTTING AT ALL CONNECTIONS & TRANSITIONS (INCLUDES CONCRETE). MATCH NEW PAVEMENT TO EXISTING PAVEMENT.
- ③ CONSTRUCT HMAC SECTION PER TYPICAL SECTIONS ON SHEET C003.
- ④ CONSTRUCT CONCRETE CURB, CURB AND GUTTER (E=6") PER ODOT STANDARD DRAWING RD700 (TYP). SEE DETAIL, SHEET C703. CURB CONSTRUCTION SHALL FOLLOW UPRR SIGNAL & CROSSING ARM INSTALLATION.
- ⑤ CONSTRUCT CONCRETE CURB, STANDARD CURB (E=6") PER ODOT STANDARD DRAWING RD700 (TYP). SEE DETAIL, SHEET C703. CURB CONSTRUCTION SHALL FOLLOW UPRR SIGNAL & CROSSING ARM INSTALLATION.
- ⑥ CONSTRUCT CONCRETE WALKS PER ODOT STANDARD DRAWING RD720. SEE DETAIL, SHEET C704.
- ⑦ CONSTRUCT CAST-IN-PLACE CONCRETE BARRIER (WIDE BASE). SEE CAST-IN-PLACE BARRIER DETAIL ON SHEET C306 AND ODOT STANDARD DRAWING RD505 ON SHEET C703. INSTALLATION TIMING TO BE COORDINATED WITH UPRR.
- ⑧ CONSTRUCT CURB RAMP PER DETAIL ON SHEET C307 AND PER ODOT STANDARD DRAWING RD755 ON SHEET C704.
- ⑨ INSTALL TACTILE WARNING STRIP PER ODOT STANDARD DRAWING No. RD759. SEE DETAIL, SHEET C705.
- ⑩ PRECAST CONCRETE ROAD CROSSING TO BE INSTALLED AND MAINTAINED BY UNION PACIFIC RAILROAD.
- ⑪ FLASHING LIGHTS & AUTOMATIC GATES TO BE INSTALLED AND MAINTAINED BY UNION PACIFIC RAILROAD.
- ⑫ CONSTRUCT HMAC OVERLAY SECTION PER TYPICAL SECTIONS ON SHEET C003. MEET & MATCH EXISTING HMAC/CURB/GUTTER.
- ⑬ CONSTRUCT 4" HIGH MOUNTABLE CONCRETE CURB, TYPE C PER ODOT STANDARD DRAWING RD706 ON SHEET C703.
- ⑭ TEMPORARY CONSTRUCTION EASEMENT.
- ⑮ CONSTRUCT 6 INCH THICK CONCRETE PARKING PER TYPICAL SECTION ON SHEET C003.
- ⑯ CONSTRUCT CONCRETE CURB, CURB AND GUTTER (E=1/2") PER ODOT STANDARD DRAWING RD700 (TYP). SEE DETAIL, SHEET C703.
- ⑰ CONSTRUCT DRIVEWAY APPROACH PER ODOT STANDARD DRAWING RD715. SEE DETAIL, SHEET C704.
- ⑱ CONSTRUCT CONCRETE DRIVEWAY. SEE SHEET C308 FOR DRIVEWAY PLAN & PROFILE.
- ⑲ CONSTRUCT CONCRETE DRIVEWAY PER OPTION N ON CURB LINE SIDEWALK DRIVEWAYS DETAIL. SEE ODOT STANDARD DRAWING RD750 ON SHEET C704.
- ⑳ SIGNAL EQUIPMENT HOUSE TO BE INSTALLED BY UNION PACIFIC RAILROAD.

**STORM DRAINAGE CONSTRUCTION NOTES**

- ⑳ INSTALL STANDARD STORM SEWER MANHOLE OVER EXISTING STORM PIPE PER ODOT STANDARD DRAWING RD335. SEE DETAIL, SHEET C701.
- ㉑ INSTALL CONCRETE INLET TYPE G-1 PER ODOT STANDARD DRAWING RD364. SEE DETAIL, SHEET C702.

PBS Engineering and Environmental Inc.  
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 Portland, OR 97239  
 503.246.1939  
 pbseus.com



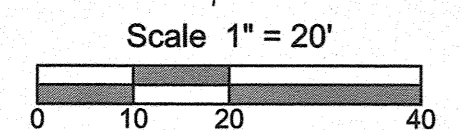
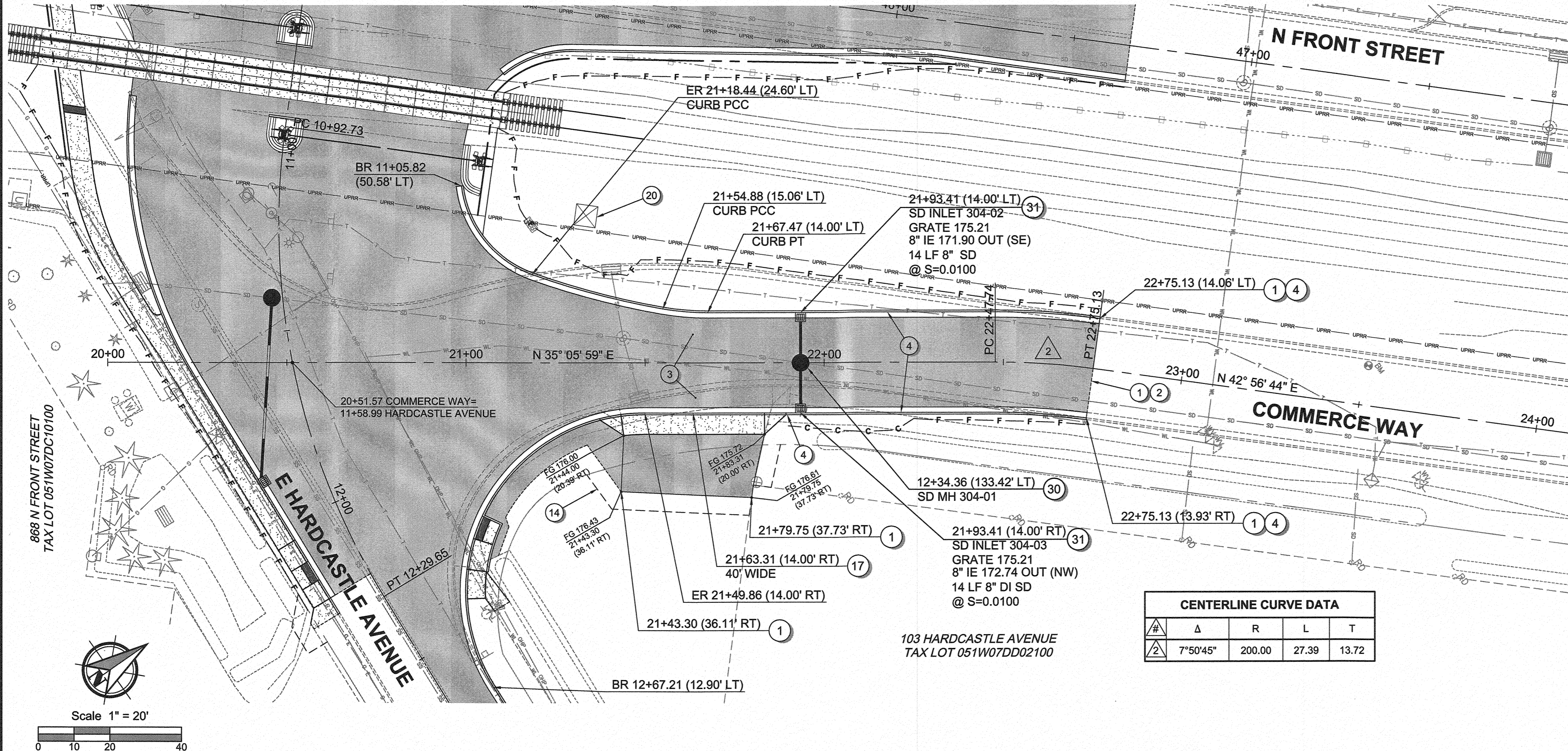
**E HARDCASTLE AVE-STREET & STORM DRAINAGE PLAN & PROFILE FOR  
 HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



DESIGNED: DPS
CHECKED: MPW
MAY 21, 2019 74001.000
SHEET ID <b>C303</b>
SHEET <b>9</b> OF <b>36</b>

Full Size Sheet Format Is 22x34; If Printed Size Is Not 22x34, Then This Sheet Format Has Been Modified & Indicated Drawing Scale Is Not Accurate.

Filename: L:\Projects\17000\_1000\_1000\174001\174001-1000\Civil\CAD\Working\Sheets\74001000-C304.dwg User: Dan Skelrud CAD Plot Date/Time: 5/21/2019 3:50:20 PM

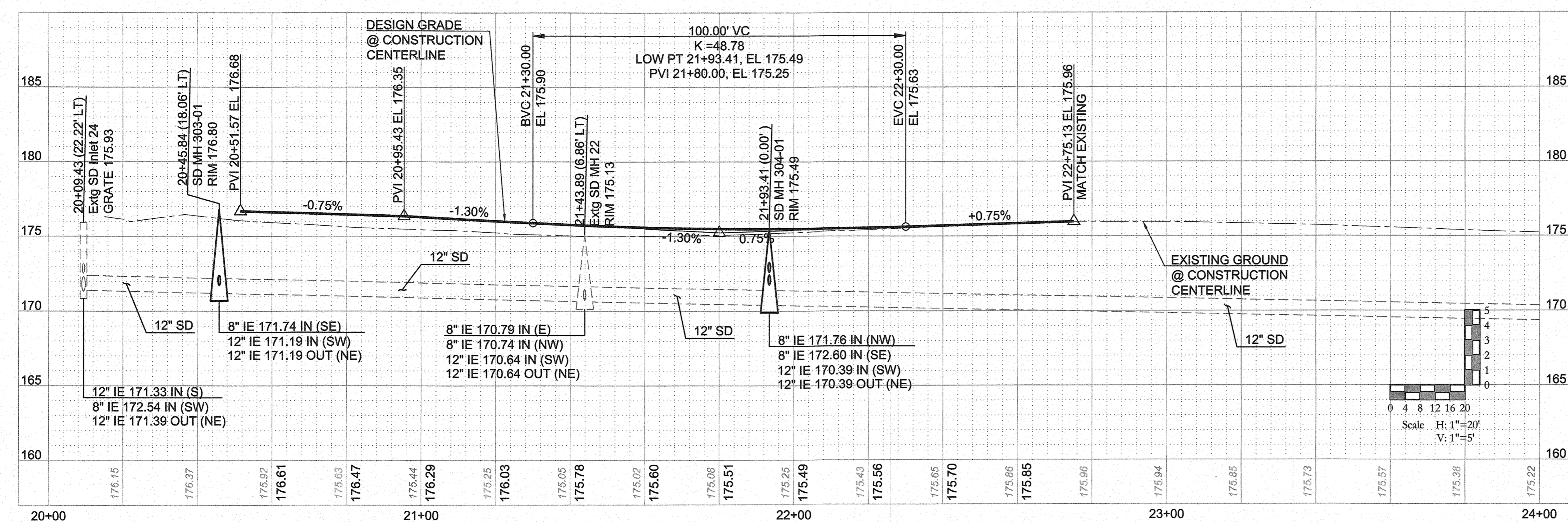


**STREET CONSTRUCTION NOTES**

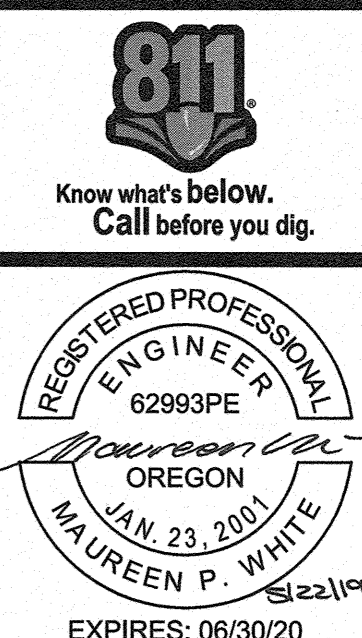
- 1 MATCH EXISTING CURB/GUTTER, SIDEWALK OR PAVEMENT.
- 2 ASPHALT PAVEMENT SAWCUTTING AT ALL CONNECTIONS & TRANSITIONS (INCLUDES CONCRETE). MATCH NEW PAVEMENT TO EXISTING PAVEMENT.
- 3 CONSTRUCT HMAC SECTION PER TYPICAL SECTIONS ON SHEET C003.
- 4 CONSTRUCT CONCRETE CURB, CURB AND GUTTER (E=6") PER ODOT STANDARD DRAWING RD700 (TYP) SEE DETAIL, SHEET C703. CURB CONSTRUCTION SHALL FOLLOW UPRR SIGNAL & CROSSING ARM INSTALLATION.
- 5 CONSTRUCT CONCRETE CURB, STANDARD CURB (E=6") PER ODOT STANDARD DRAWING RD700 (TYP). SEE DETAIL, SHEET C703. CURB CONSTRUCTION SHALL FOLLOW UPRR SIGNAL & CROSSING ARM INSTALLATION.
- 6 CONSTRUCT CONCRETE WALKS PER ODOT STANDARD DRAWING RD720. SEE DETAIL, SHEET C704.
- 7 CONSTRUCT CAST-IN-PLACE CONCRETE BARRIER (WIDE BASE). SEE CAST-IN-PLACE BARRIER DETAIL ON SHEET C306 AND ODOT STANDARD DRAWING RD505 ON SHEET C703. INSTALLATION TIMING TO BE COORDINATED WITH UPRR.
- 8 CONSTRUCT CURB RAMP PER DETAIL ON SHEET C307 AND PER ODOT STANDARD DRAWING RD755 ON SHEET C704.
- 9 INSTALL TACTILE WARNING STRIP PER ODOT STANDARD DRAWING No. RD759. SEE DETAIL, SHEET C705.
- 10 PRECAST CONCRETE ROAD CROSSING TO BE INSTALLED AND MAINTAINED BY UNION PACIFIC RAILROAD.
- 11 FLASHING LIGHTS & AUTOMATIC GATES TO BE INSTALLED AND MAINTAINED BY UNION PACIFIC RAILROAD.
- 12 CONSTRUCT HMAC OVERLAY SECTION PER TYPICAL SECTIONS ON SHEET C003. MEET & MATCH EXISTING HMAC/CURB/GUTTER.
- 13 CONSTRUCT 4" HIGH MOUNTABLE CONCRETE CURB, TYPE C PER ODOT STANDARD DRAWING RD706 ON SHEET C703.
- 14 TEMPORARY CONSTRUCTION EASEMENT.
- 15 CONSTRUCT 6 INCH THICK CONCRETE PARKING PER TYPICAL SECTION ON SHEET C003.
- 16 CONSTRUCT CONCRETE CURB, CURB AND GUTTER (E=1/2") PER ODOT STANDARD DRAWING RD700 (TYP). SEE DETAIL, SHEET C703.
- 17 CONSTRUCT DRIVEWAY APPROACH PER ODOT STANDARD DRAWING RD715. SEE DETAIL, SHEET C704.
- 18 CONSTRUCT CONCRETE DRIVEWAY. SEE SHEET C308 FOR DRIVEWAY PLAN & PROFILE.
- 19 CONSTRUCT CONCRETE DRIVEWAY PER OPTION N ON CURB LINE SIDEWALK DRIVEWAYS DETAIL. SEE ODOT STANDARD DRAWING RD750 ON SHEET C704.
- 20 SIGNAL EQUIPMENT HOUSE TO BE INSTALLED BY UNION PACIFIC RAILROAD.

**STORM DRAINAGE CONSTRUCTION NOTES**

- 30 INSTALL STANDARD STORM SEWER MANHOLE OVER EXISTING STORM PIPE PER ODOT STANDARD DRAWING RD335. SEE DETAIL, SHEET C701.
- 31 INSTALL CONCRETE INLET TYPE G-1 PER ODOT STANDARD DRAWING RD364. SEE DETAIL, SHEET C702.



COMMERCER WAY - STREET & STORM DRAINAGE PLAN & PROFILE FOR:  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



DESIGNED: DPS  
 CHECKED: MPW  
 MAY 21, 2019  
 74001.000  
 SHEET ID  
**C304**  
 SHEET 10 OF 36

**PBS**  
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 1412 SW 60th Avenue  
 Portland, OR 97229  
 503.248.1939  
 pbsusa.com

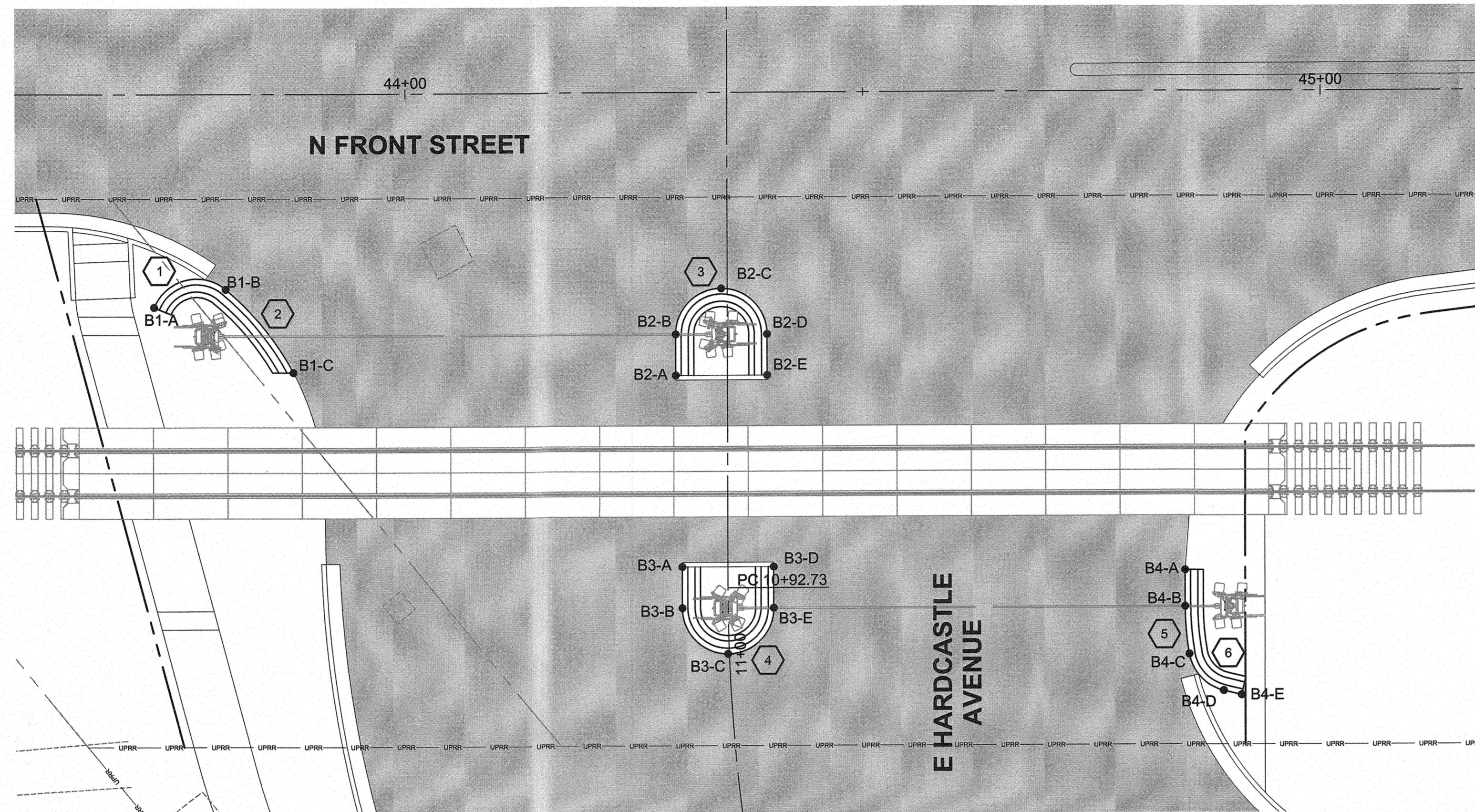


Filename: L:\Projects\74001\74001\74001-000\Civil\CADD\Working\Sheets\74001-000-C306.dwg User: Dan Schrud CAD Plot Date/Time: 5/21/2019 3:51:04 PM

CURVE TABLE				
	L	R	Δ	T
1	9.36'	5.00'	107° 15' 29"	6.79'
2	11.80'	30.00'	22° 32' 34"	5.98'
3	15.71'	5.00'	180° 00' 00"	
4	15.71'	5.00'	180° 00' 00"	
5	5.23'	30.00'	9° 59' 00"	2.62'
6	5.80'	5.00'	66° 25' 19"	3.27'

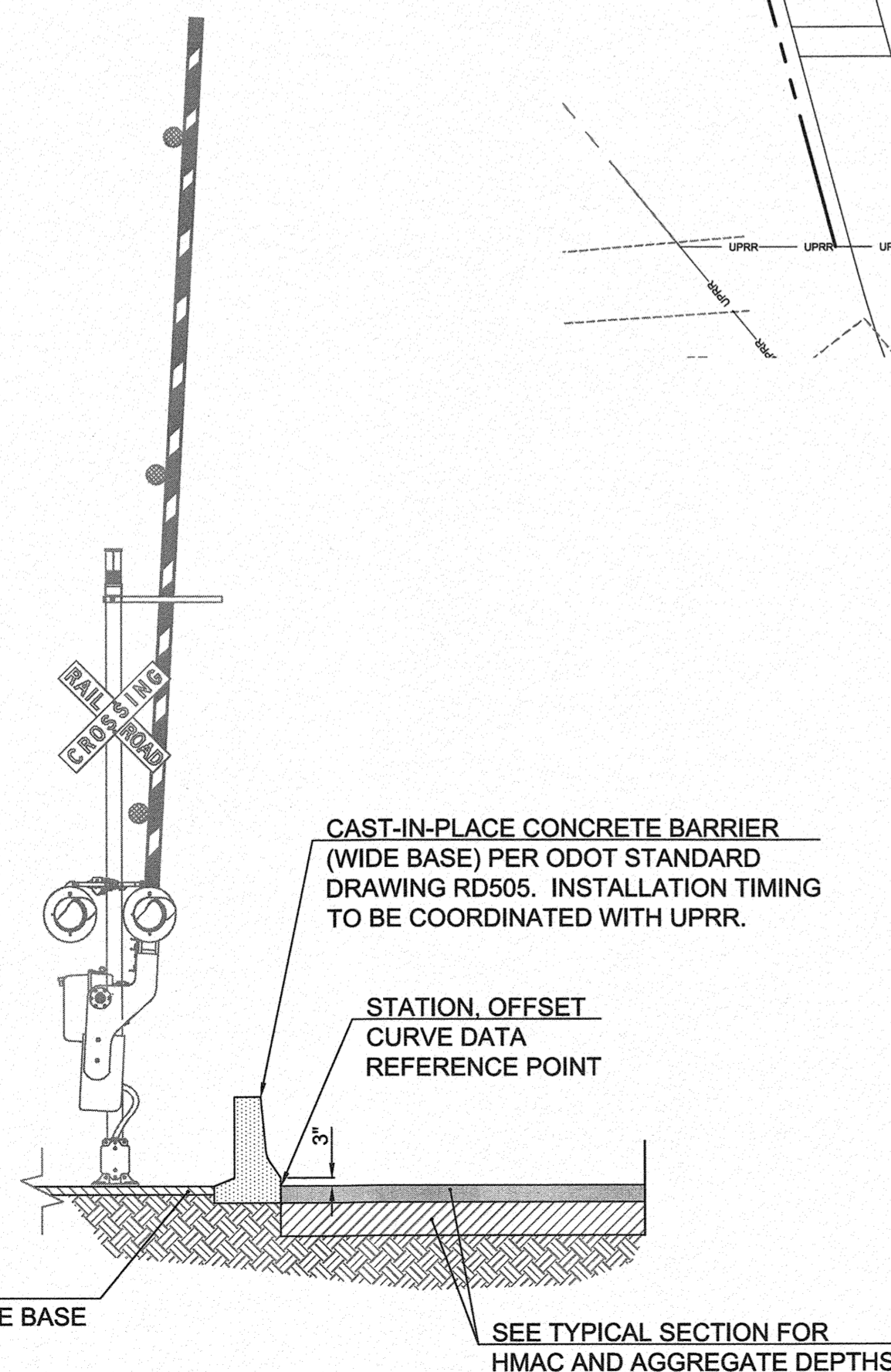
BARRIER 2		
POINT	STATION OFFSET	NOTES
B2-A	10+69.45, 5.67' RT	BEGIN BARRIER
B2-B	10+64.95, 5.67' RT	BARRIER PC
B2-C	10+59.95, 0.67' RT	1/2 POINT
B2-D	10+64.95, 4.33' LT	BARRIER PT
B2-E	10+69.45, 4.33' LT	END BARRIER

BARRIER 1		
POINT	STATION OFFSET	NOTES
B1-A	43+72.51, 23.29' RT	BARRIER PC
B1-B	43+80.32, 21.34' RT	BARRIER PCC
B1-C	43+87.71, 30.44' RT	BARRIER PT



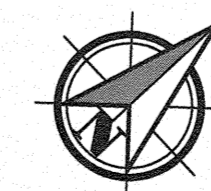
BARRIER 4		
POINT	STATION OFFSET	NOTES
B4-A	10+90.96, 49.94' LT	BEGIN BARRIER
B4-B	10+95.69, 49.92' LT	BARRIER PC
B4-C	11+02.64, 50.21' LT	BARRIER PCC
B4-D	11+08.35, 53.69' LT	BARRIER PT
B4-E	11+09.21, 55.59' LT	END BARRIER

BARRIER 3		
POINT	STATION OFFSET	NOTES
B3-A	10+90.45, 5.00' RT	BEGIN BARRIER
B3-B	10+94.90, 5.01' RT	BARRIER PC
B3-C	10+99.95, 0.13' RT	1/2 POINT
B3-D	10+90.45, 5.00' LT	BARRIER PT
B3-E	10+95.01, 4.99' LT	END BARRIER

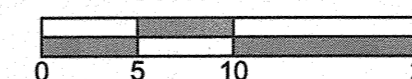


### CONCRETE BARRIER DETAIL

NTS



Scale 1" = 10'

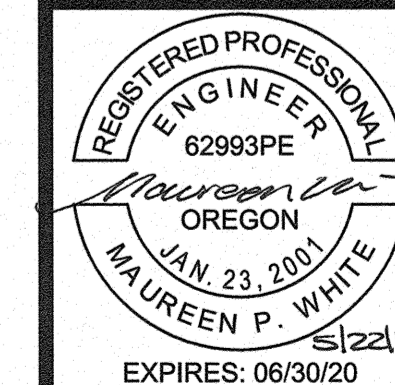
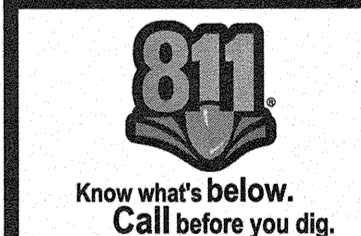


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CAST-IN-PLACE CONCRETE BARRIER DETAIL FOR:

**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**

A SITE LOCATED IN THE CITY OF WOODBURN, OREGON

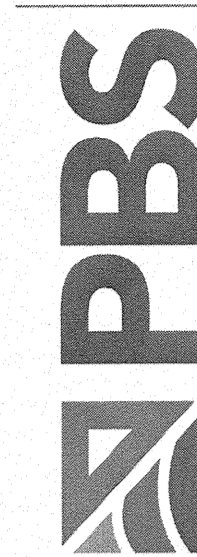


DESIGNED: DPS  
 CHECKED: MPW  
 MAY 21, 2019  
 74001.000

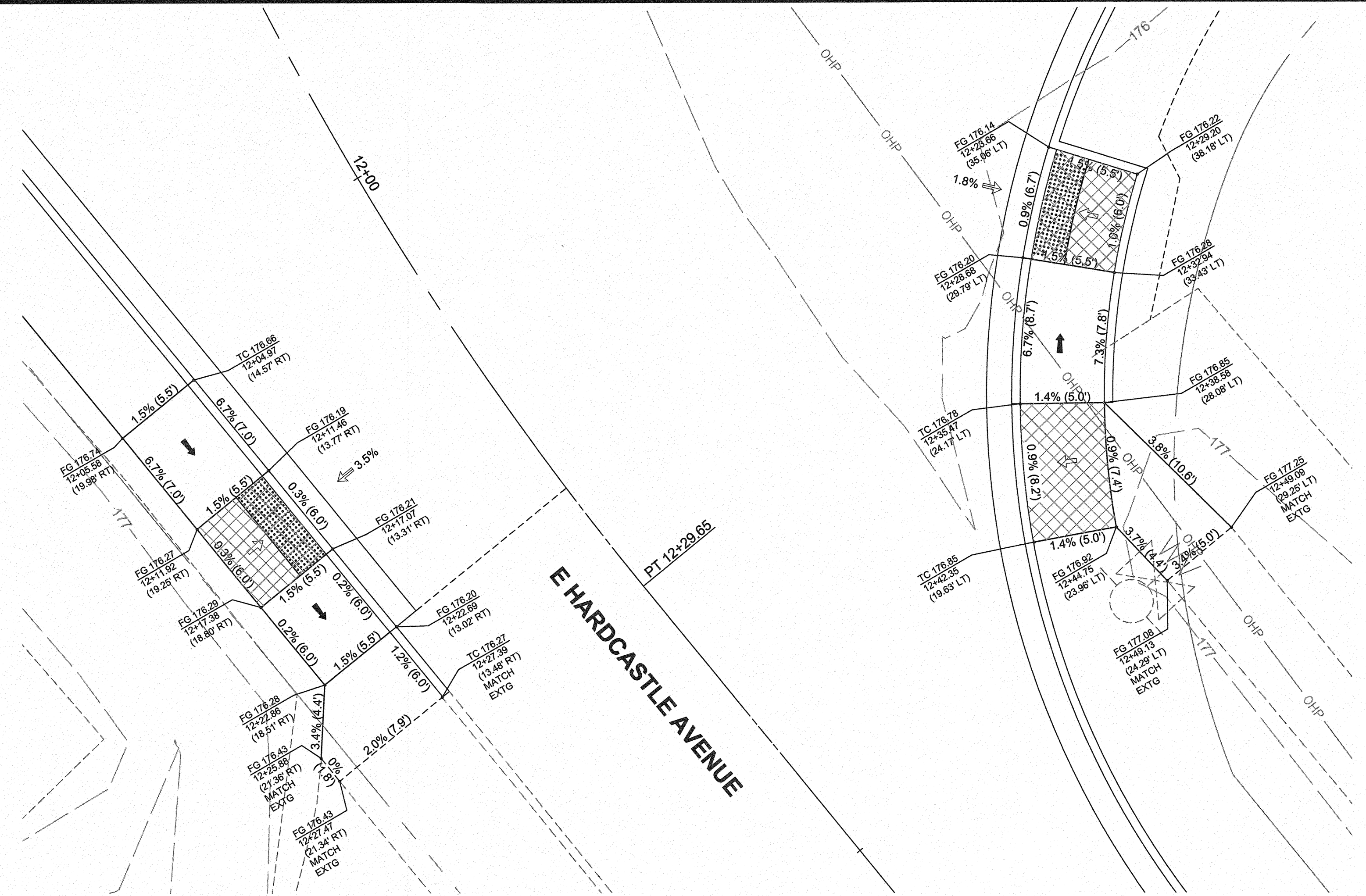
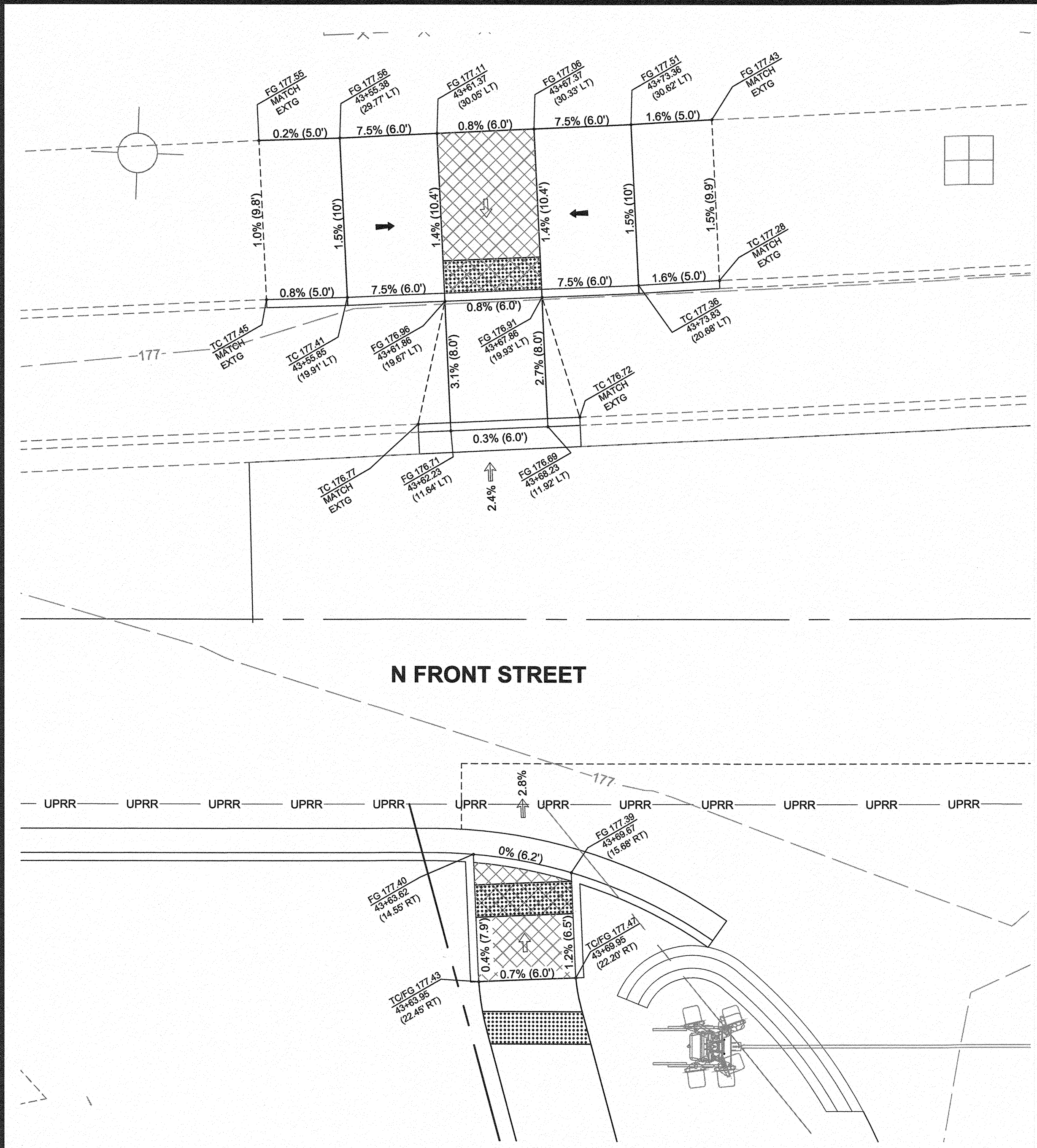
SHEET ID  
**C306**

SHEET 12 OF 36

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 4412 SW Corbett Avenue  
 Portland, OR 97239  
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Filename: L:\Projects\170001\_FromOtherOffices\174001\174001-1000\Civil\CAD\Working\Sheets\174001\1000-C307.dwg Layout Tab: C307 User: Dan Steinhilf CAD Plot Date/Time: 5/21/2019 3:51:19 PM



**CONSTRUCTION NOTES:**

- Slopes Hold Over Elevations.
- Max. Cross Slope Change On Ramp 0.5% Per Foot.
- See Standard Drawings For Details Not Shown.
- See Sheet C704 & C705 For Curb Detail.

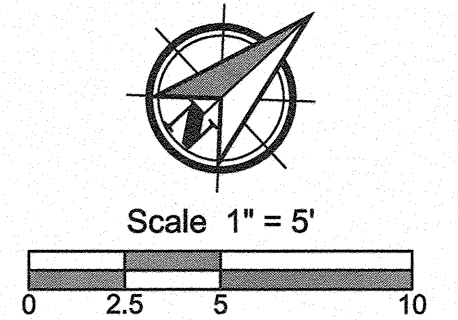
Turning Space  
 Minimum Level Area 4'x4'  
 4'x5' When Constrained (With Longer Dimension in Direction of Ramp Travel).  
 For The Purpose Of This Application, A Max 2.0% Finished Surface Slope  
 (For Drainage) Is Considered Level.

Truncated Dome Detectable Warning Surface

Slope 1.5% Max.  
 (Max. 2.0% Finished Surface Slope)  
 (Normal Sidewalk Cross Slope)

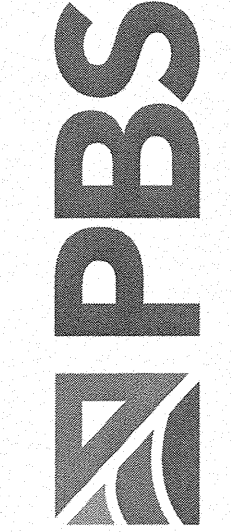
Slope 7.5% Max.  
 (Max. 8.3% Finished Surface Slope)  
 (Ramp Length 15' Max., Measured Along Finished Surface Slope)

Counter Slope

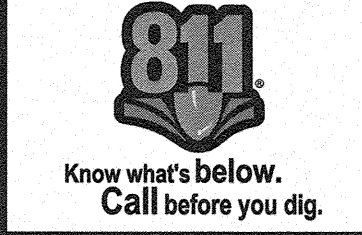


Full Size Sheet Format Is 22x34; If Printed Size Is Not 22x34, Then This Sheet Format Has Been Modified & Indicated Drawing Scale Is Not Accurate.

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**CURB RAMP DETAILS FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



REGISTERED PROFESSIONAL  
 ENGINEER  
 62993PE  
 MAUREEN P. WHITE  
 OREGON  
 JAN. 23, 2001  
 EXPIRES: 06/30/20


DESIGNED:  
 DPS  
 CHECKED:  
 MPW  
 MAY 21, 2019  
 74001.000

SHEET ID  
**C307**

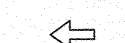
SHEET 13 OF 36


**CONSTRUCTION NOTES:**

1. Slopes Hold Over Elevations.
2. Max. Cross Slope Change On Ramp 0.5% Per Foot.
3. See Standard Drawings For Details Not Shown.
4. See Sheet C704 & C705 For Curb Detail.

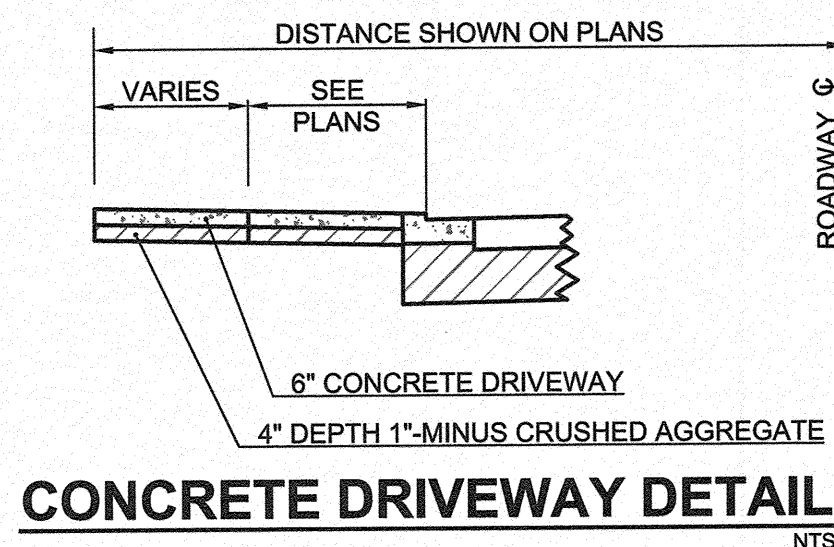
 Turning Space  
 Minimum Level Area 4'x4'  
 4'x5' When Constrained (With Longer Dimension in Direction of Ramp Travel).  
 For The Purpose Of This Application, A Max 2.0% Finished Surface Slope  
 (For Drainage) Is Considered Level.

 Truncated Dome Detectable Warning Surface

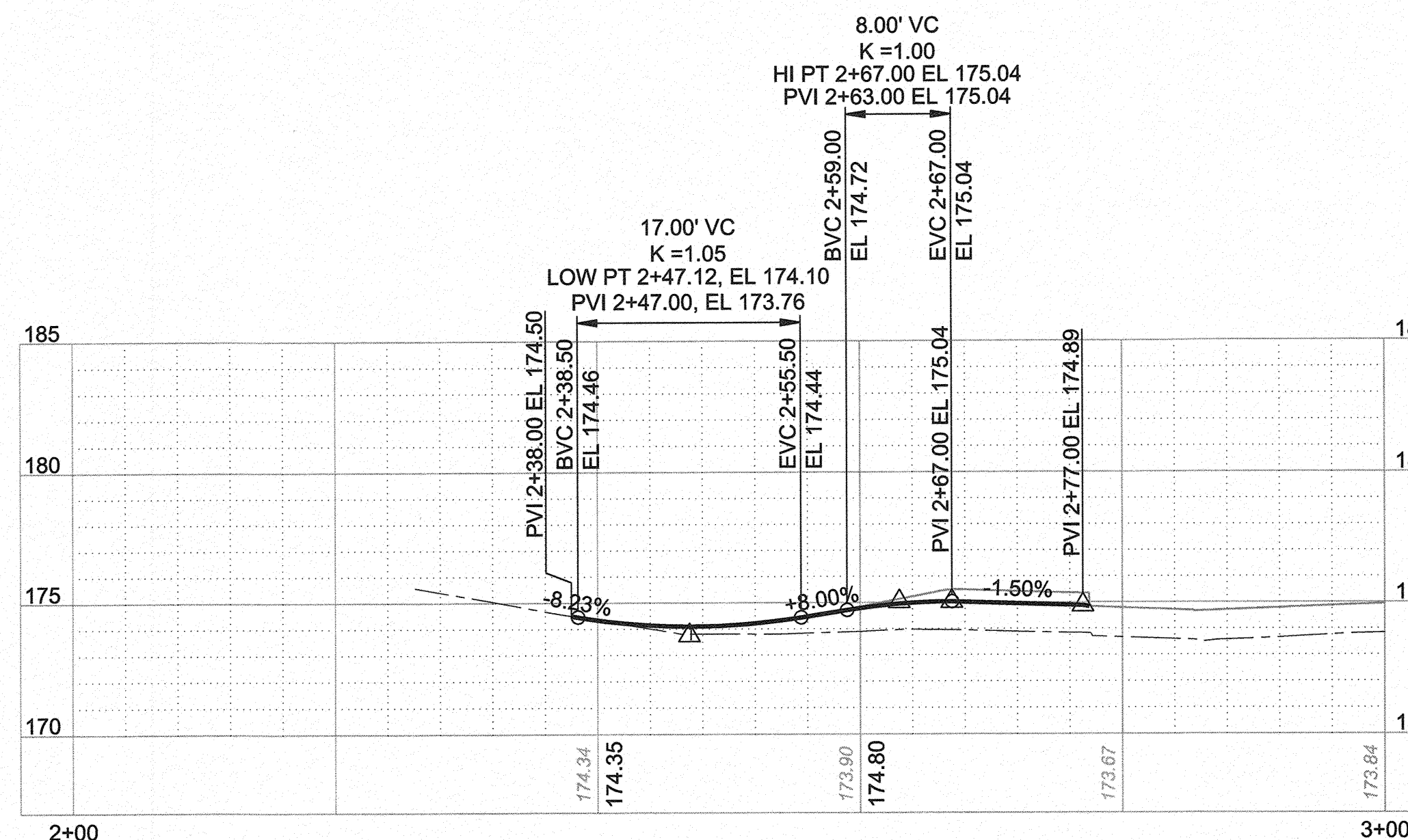
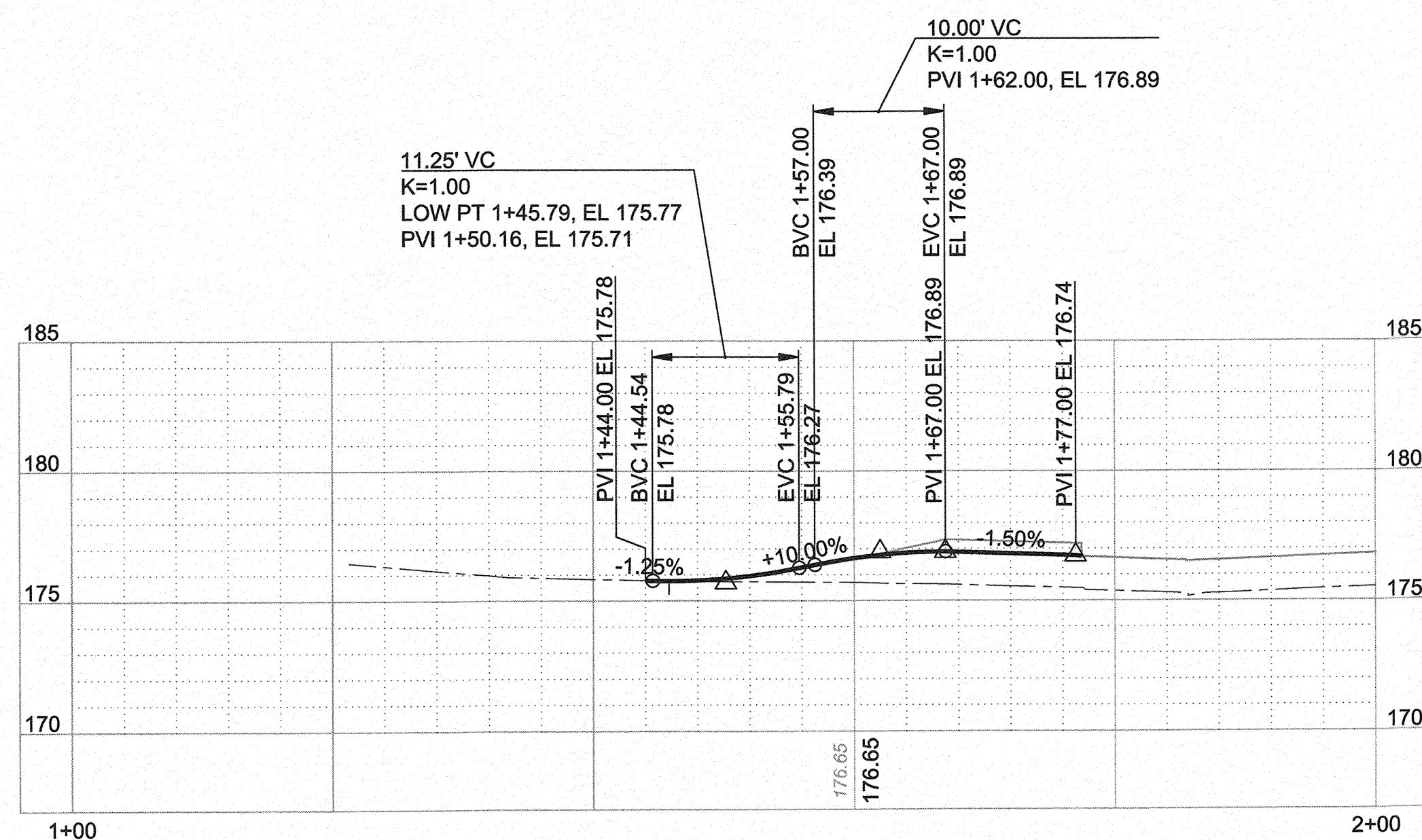
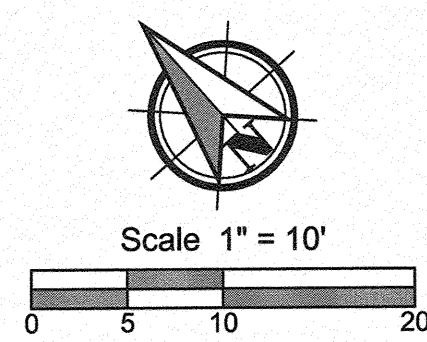
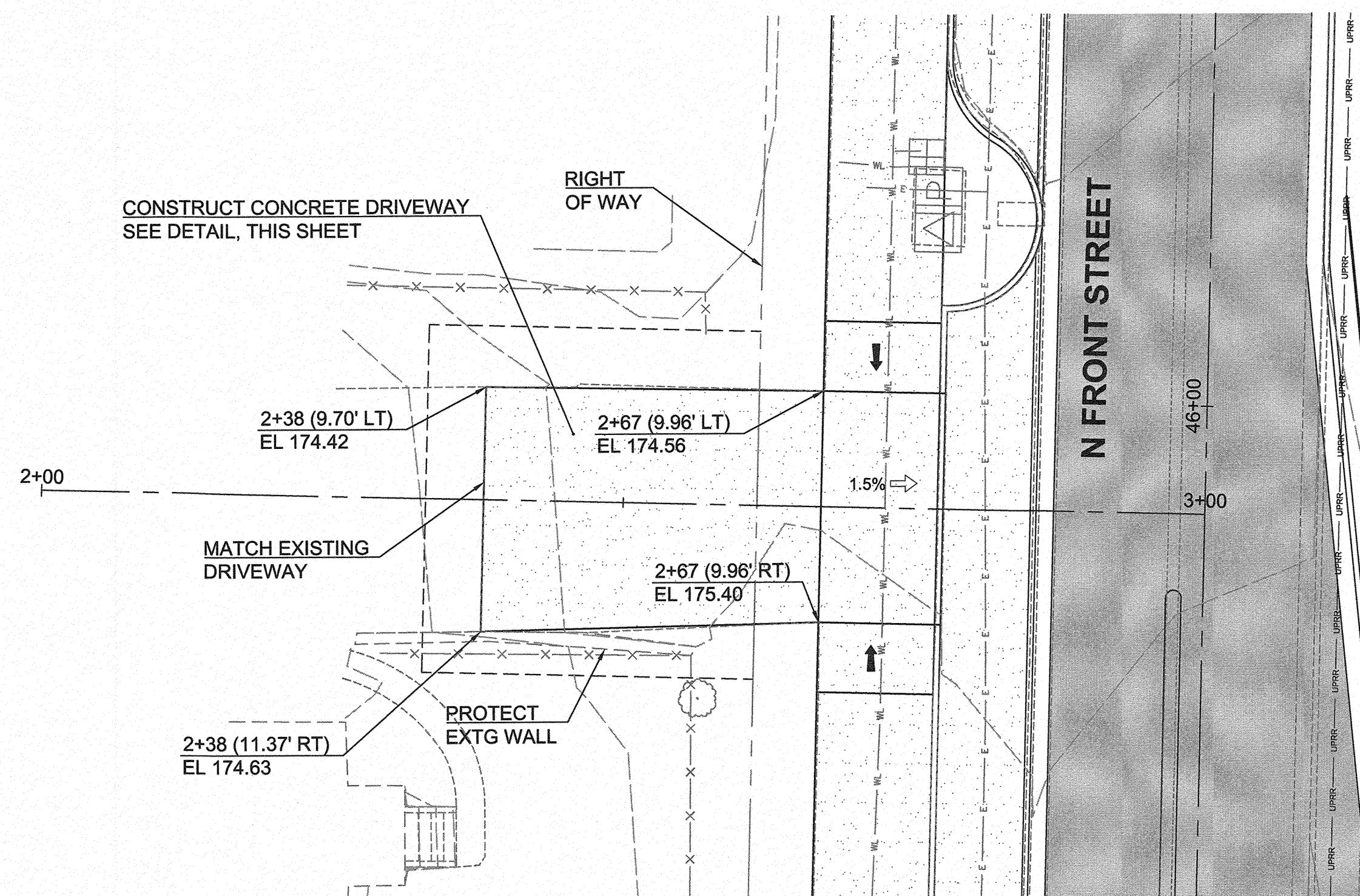
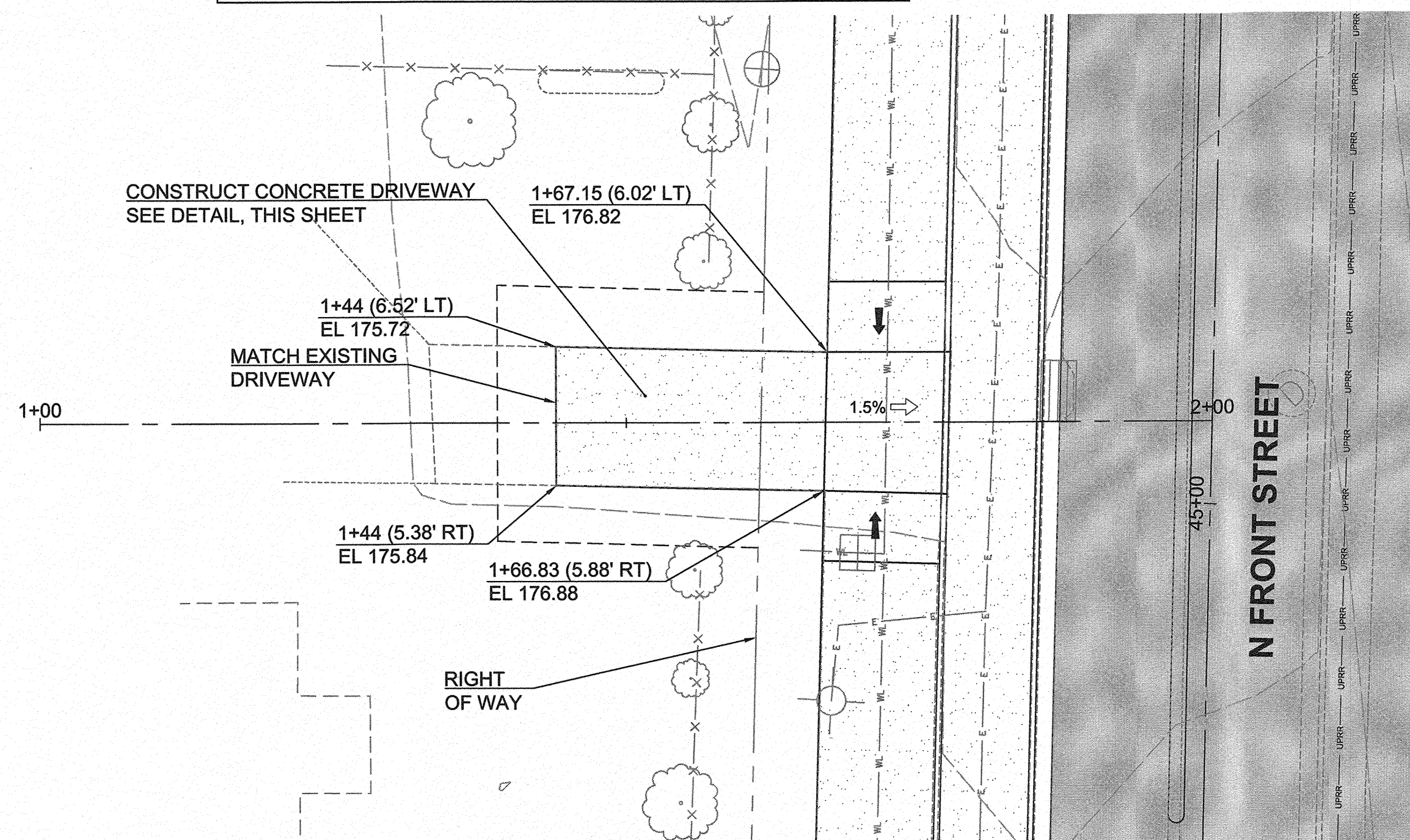
 Slope 1.5% Max.  
 (Max. 2.0% Finished Surface Slope)  
 (Normal Sidewalk Cross Slope)

 Slope 7.5% Max.  
 (Max. 8.3% Finished Surface Slope)  
 (Ramp Length 15' Max., Measured Along Finished Surface Slope)

 Counter Slope



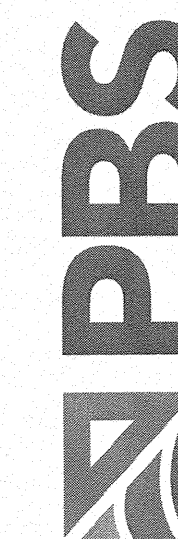
**CONCRETE DRIVEWAY DETAIL**  
NTS



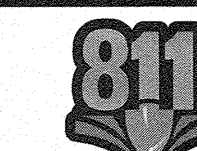
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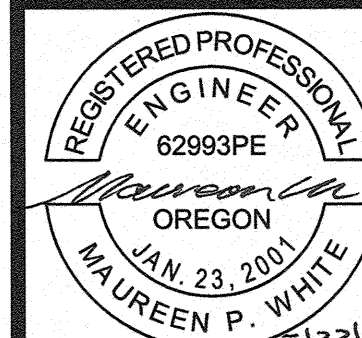
PBS Engineering and  
 Environmental Inc.  
 4412 SW Corbett Avenue  
 Portland, OR 97239  
 503.246.1939  
 pbseia.com



**DRIVEWAY PLAN & PROFILE FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



Know what's below.  
 Call before you dig.



EXPIRES: 06/30/20

DESIGNED: DPS

CHECKED: MPW

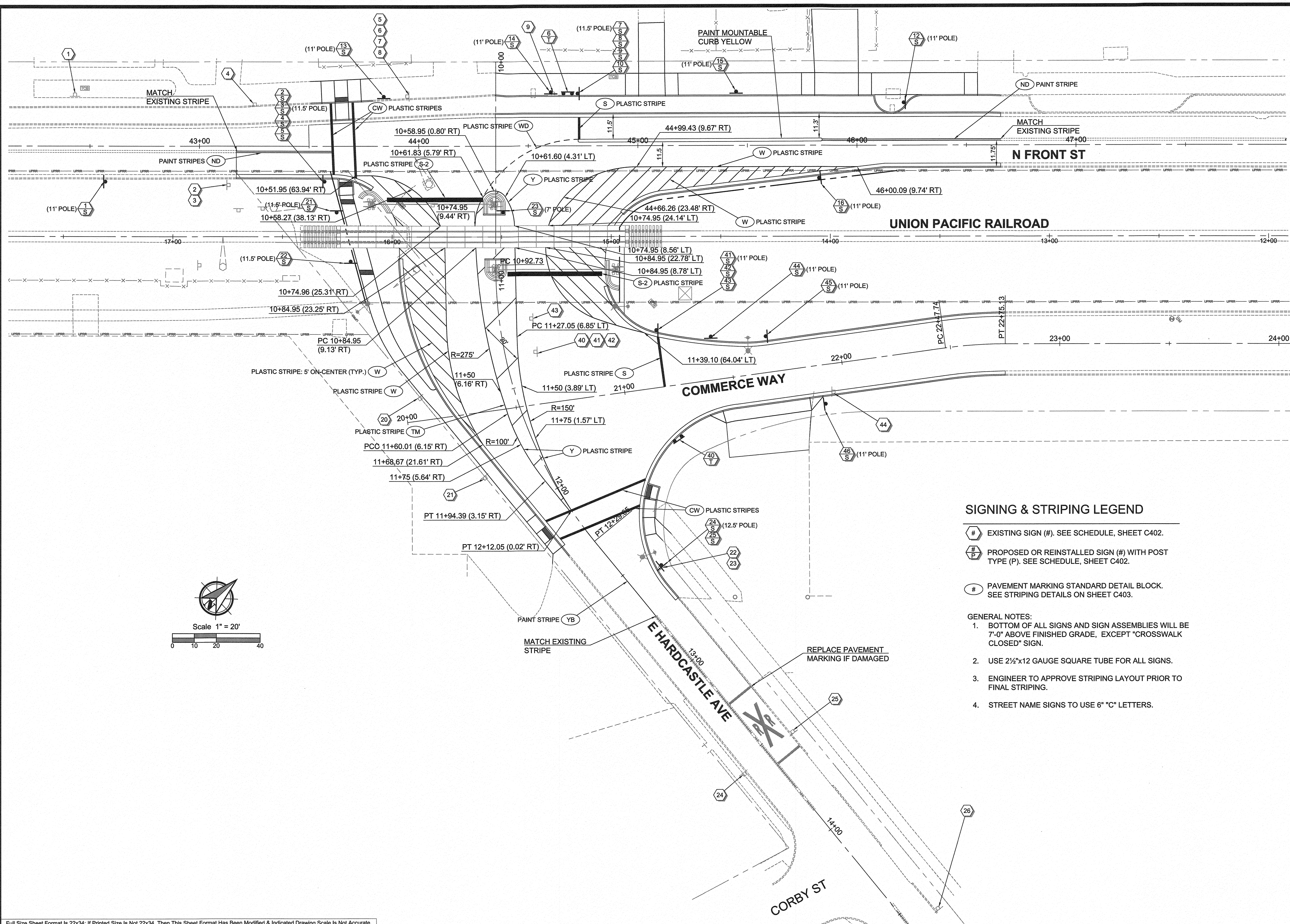
MAY 21, 2019  
74001.000

SHEET ID

**C308**

SHEET 14 OF 36

Filename: L:\Projects\740001\_740001\_74001-1000\Civil\CAD\Working\Sheets\74001000-C401-C402.dwg User: Dan Skelrud CAD Plot Date/Time: 5/21/2019 3:51:40 PM



**SIGNING & STRIPING LEGEND**

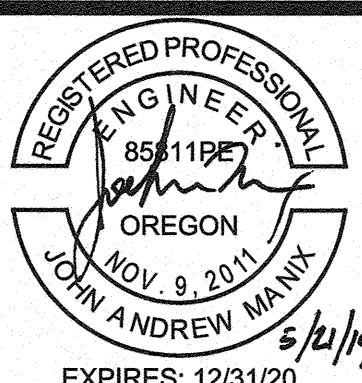
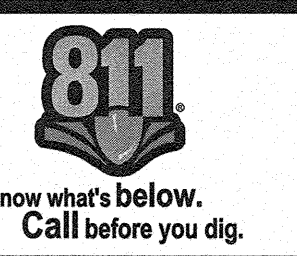
- # EXISTING SIGN (#). SEE SCHEDULE, SHEET C402.
- # P PROPOSED OR REINSTALLED SIGN (#) WITH POST TYPE (P). SEE SCHEDULE, SHEET C402.
- # PAVEMENT MARKING STANDARD DETAIL BLOCK. SEE STRIPING DETAILS ON SHEET C403.

- GENERAL NOTES:**
1. BOTTOM OF ALL SIGNS AND SIGN ASSEMBLIES WILL BE 7'-0" ABOVE FINISHED GRADE, EXCEPT "CROSSWALK CLOSED" SIGN.
  2. USE 2 1/2"x12 GAUGE SQUARE TUBE FOR ALL SIGNS.
  3. ENGINEER TO APPROVE STRIPING LAYOUT PRIOR TO FINAL STRIPING.
  4. STREET NAME SIGNS TO USE 6" "C" LETTERS.

PERMANENT SIGNING & STRIPING PLAN FOR:

**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**

A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



DESIGNED: DPS  
 CHECKED: DAH/JAM  
 MAY 21, 2019  
 74001.000

SHEET ID  
**C401**

SHEET 15 OF 36

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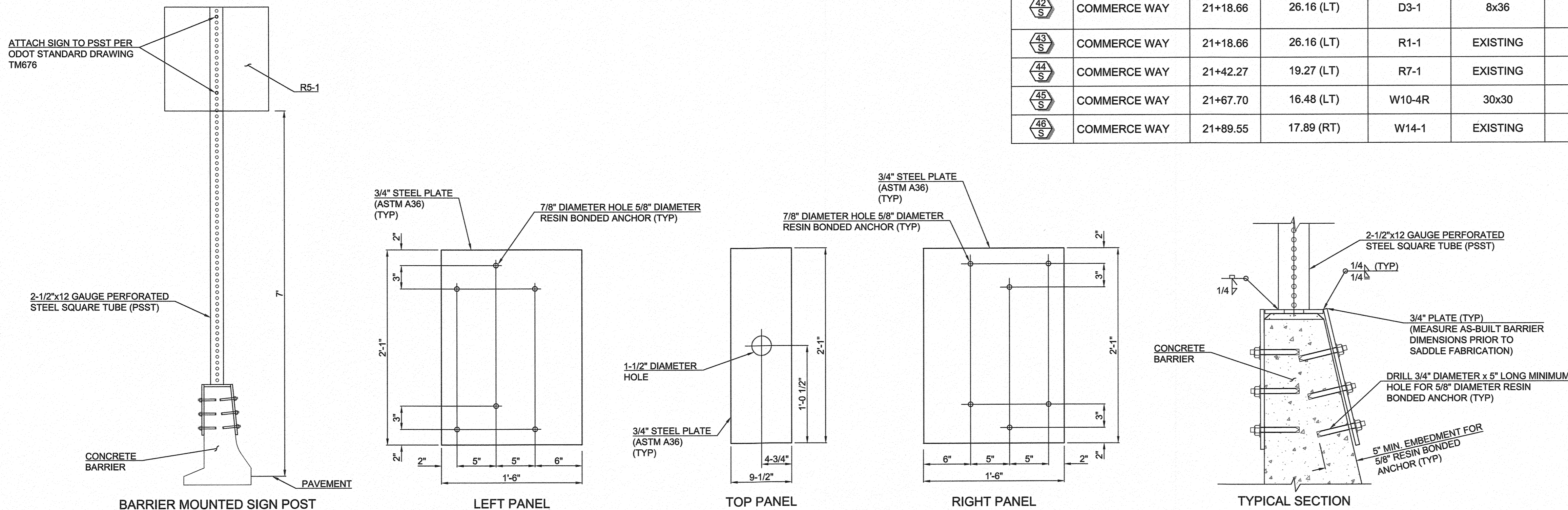
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### EXISTING ROADSIDE SIGN SCHEDULE

SIGN #	ALIGNMENT	STATION	OFFSET	MUTCD	TO BE REMOVED	TO BE RELOCATED	TO REMAIN	NOTES
1	FRONT ST	42+43 +/-	24 (LT) +/-	R7-2			X	
2	FRONT ST	43+12 +/-	18 (RT) +/-	R1-1		X		REMOVE EXISTING POLE
3	FRONT ST	43+12 +/-	18 (RT) +/-	OR3-11		X		
4	FRONT ST	43+25 +/-	18 (LT) +/-	R8-3			X	
5	FRONT ST	43+96 +/-	23 (LT) +/-	D3-1	X			N FRONT ST
6	FRONT ST	43+96 +/-	23 (LT) +/-	D3-1	X			HARDCASTLE AVE
7	FRONT ST	43+96 +/-	23 (LT) +/-	R1-1		X		REMOVE EXISTING POLE
8	FRONT ST	43+96 +/-	23 (LT) +/-	W4-4aP		X		
9	FRONT ST	44+61 +/-	24 (LT) +/-	R7-2	X			
20	HARDCASTLE AVE	11+43 +/-	43 (RT) +/-	R2-1			X	SPEED 25
21	HARDCASTLE AVE	11+81 +/-	27 (RT) +/-	W8-6			X	
22	HARDCASTLE AVE	12+59 +/-	16 (LT) +/-	R8-8		X		REMOVE EXISTING POLE
23	HARDCASTLE AVE	12+59 +/-	16 (LT) +/-	R7-2	X			
24	HARDCASTLE AVE	13+55 +/-	14 (RT) +/-	R7-2			X	
25	HARDCASTLE AVE	13+55 +/-	15 (LT) +/-	W8-6			X	
26	HARDCASTLE AVE	14+60 +/-	15 (LT) +/-	W10-1			X	
40	COMMERCE WAY	20+63 +/-	24 (LT) +/-	D3-1	X			COMMERCE WAY
41	COMMERCE WAY	20+63 +/-	24 (LT) +/-	D3-1	X			HARDCASTLE AVE
42	COMMERCE WAY	20+63 +/-	24 (LT) +/-	R1-1		X		REMOVE EXISTING POLE
43	COMMERCE WAY	20+63 +/-	39 (LT) +/-	R7-1		X		REMOVE EXISTING POLE
44	COMMERCE WAY	21+94 +/-	13 (RT) +/-	W14-1		X		REMOVE EXISTING POLE

### PROPOSED ROADSIDE SIGN SCHEDULE

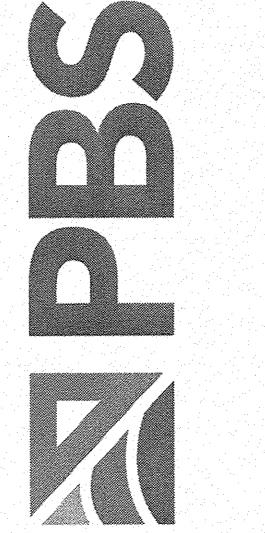
SIGN #	ALIGNMENT	STATION	OFFSET	MUTCD	SIZE	MOUNTING HEIGHT	NOTES
1 S	FRONT ST	42+56.44	16.18 (RT)	W10-3R	30x30		
2 S	FRONT ST	43+56.44	16.11 (RT)	D3-1	8x24		"N FRONT ST": DOUBLE SIDED SIGN, USE SQUARE TUBE POST AND TOP BRACKET TO MOUNT
3 S	FRONT ST	43+56.44	16.11 (RT)	D3-1	8x36		"E HARDCASTLE AVE": DOUBLE SIDED SIGN, USE CROSS BRACKET TO MOUNT
4 S	FRONT ST	43+56.44	16.11 (RT)	R1-1	EXISTING		RELOCATED FROM EXISTING SIGN #2
5 S	FRONT ST	43+56.44	16.11 (RT)	OR3-11	EXISTING		RELOCATED FROM EXISTING SIGN #3
6 T	FRONT ST	44+68.00	24.00 (LT)	R9-9 (modified)	24x12		CROSSWALK CLOSED SUPPORT
7 S	FRONT ST	44+73.07	23.87 (LT)	D3-1	8x24		"N FRONT ST": DOUBLE SIDED SIGN, USE SQUARE TUBE POST AND TOP BRACKET TO MOUNT
8 S	FRONT ST	44+73.07	23.87 (LT)	D3-1	8x36		"E HARDCASTLE AVE": DOUBLE SIDED SIGN, USE SQUARE TUBE POST AND TOP BRACKET TO MOUNT
9 S	FRONT ST	44+73.07	23.87 (LT)	R1-1	EXISTING		RELOCATED FROM EXISTING SIGN #7
10 S	FRONT ST	44+73.07	23.87 (LT)	W4-4aP	EXISTING	7'-0"	RELOCATED FROM EXISTING SIGN #8
12 S	FRONT ST	46+21.88	19.49 (LT)	W10-3L	30x30		
13 S	FRONT ST	44+83.31	21.8 (LT)	R7-1	12x18		
14 S	FRONT ST	44+60.29	23.8 (LT)	R7-1	12x18		
15 S	FRONT ST	45+44.88	23.8 (LT)	R7-1	12x18		
16 S	FRONT ST	45+82.69	14.9 (RT)	R5-1	30x30		
21 S	HARDCASTLE AVE	10+68.13	72.66 (RT)	R15-8	36x18		
22 S	HARDCASTLE AVE	10+91.75	66.23 (RT)	R15-8	36x18		
23 S	HARDCASTLE AVE	10+67.95	3.33 (LT)	R5-1	30x30		MOUNT POLE TO CONCRETE BARRIER, SEE BARRIER MOUNTED SIGN DETAIL BELOW
24 S	HARDCASTLE AVE			R8-8	EXISTING		RELOCATED FROM EXISTING SIGN #22
25 S	HARDCASTLE AVE	12+27.46	16.6 (LT)	R7-1	12x18		
40 T	COMMERCE WAY	21+21.29	24.56 (RT)	R9-9 (modified)	24x12		CROSSWALK CLOSED SUPPORT
41 S	COMMERCE WAY	21+18.66	26.16 (LT)	D3-1	8x36		"COMMERCE WAY": DOUBLE SIDED SIGN, USE SQUARE TUBE POST AND TOP BRACKET TO MOUNT
42 S	COMMERCE WAY	21+18.66	26.16 (LT)	D3-1	8x36		"E HARDCASTLE AVE": DOUBLE SIDED SIGN, USE SQUARE TUBE POST AND TOP BRACKET TO MOUNT
43 S	COMMERCE WAY	21+18.66	26.16 (LT)	R1-1	EXISTING		RELOCATED FROM EXISTING SIGN #42
44 S	COMMERCE WAY	21+42.27	19.27 (LT)	R7-1	EXISTING		RELOCATED FROM EXISTING SIGN #43
45 S	COMMERCE WAY	21+67.70	16.48 (LT)	W10-4R	30x30		
46 S	COMMERCE WAY	21+89.55	17.89 (RT)	W14-1	EXISTING		RELOCATED FROM EXISTING SIGN #44



- NOTES:
- SIGN POST SHALL BE INSTALLED PLUMB.
  - SADDLE MOUNT ANCHOR BOLTS SHALL NOT BE WITHIN 1'-6" OF THE END OF THE BARRIER.

- NOTES:
- S - PERFORATED STEEL SQUARE TUBE SIGN SUPPORT. SEE SHEET PERFORATED STEEL SQUARE TUBE (PSST) SIGN SUPPORT INSTALLATION DETAIL ON SHEET C404.
  - CROSSWALK CLOSED SUPPORT PER ODOT STANDARD DRAWING TM240. SEE DETAIL, SHEET C403.
  - STREET NAME DETAIL PER ODOT STANDARD DRAWING TM223 - CONVENTIONAL ROADS DIRECTIONAL SIGN LAYOUT, STREET NAME SIGNS ON SHEET C404.

PBS Engineering and  
 Environmental Inc.  
 4412 SW Corbett Avenue  
 Portland, OR 97239  
 503.246.1939  
 pbsusa.com



PERMANENT SIGNING & STRIPING PLAN NOTES FOR:  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON

Know what's below.  
 Call before you dig.

DESIGNED: DPS  
 CHECKED: DAH/JAM  
 MAY 21, 2019  
 74001.000  
 SHEET ID  
**C402**  
 SHEET 16 OF 36

TM240.dgn 07-09-2018

**CROSSWALK CLOSURE SUPPORT DETAIL**

**SECTION A-A**

**PLAN VIEW**

**DETAIL "B"**

**GENERAL NOTES:**

- All Holes In The Tube Support Frame To Be Pre-drilled By The Manufacturer. (1/32" Larger Than Mounting Bolt)
- Pipe Swaged By The Manufacturer.

**POST MOUNTING SOCKET**  
For Additional Details See Standard Drg. No. RD100

**NOTE:**  
Care Shall Be Taken That No Concrete Is Placed Within Mounting Socket.

**Effective Date: December 1, 2018 - May 31, 2019** TM240

tm500.dgn 07-09-2018

**PAVEMENT MARKING STANDARD DETAIL BLOCKS**

**NOTE:** All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

**OREGON STANDARD DRAWINGS**

**PAVEMENT MARKING STANDARD DETAIL BLOCKS**

2018

**Effective Date: December 01, 2018 - May 31, 2019** TM500

tm503.dgn 07-09-2018

**PAVEMENT MARKING STANDARD DETAIL BLOCKS**

**NOTE:** All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

**OREGON STANDARD DRAWINGS**

**PAVEMENT MARKING STANDARD DETAIL BLOCKS**

2018

**Effective Date: December 01, 2018 - May 31, 2019** TM503

tm503.dgn 07-09-2018

**PAVEMENT MARKING STANDARD DETAIL BLOCKS**

**NOTE:** All material and workmanship shall be in accordance with the current Oregon Standard Specifications.

**OREGON STANDARD DRAWINGS**

**PAVEMENT MARKING STANDARD DETAIL BLOCKS**

2018

**Effective Date: December 01, 2018 - May 31, 2019** TM503

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503.246.1839  
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**PBS**

**ODOT STANDARD STRIPING DETAILS FOR:  
HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING  
A SITE LOCATED IN THE CITY OF WOODBURN, OREGON**

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74001.000

SHEET ID  
**C403**

SHEET 17 OF 36

**SIGN ATTACHMENT DETAIL**

Reflective sheeting sign face  
Wood Post, C channel, or Square Tube (Wood Post Shown)  
Nylon washer, nom. 1/2" I.D.  
3/8" O.D., 1/2" thick  
Hold bolt head in place and turn nut on opposite side. Except for Lag Bolts  
3/8" Stainless steel bolt Type 304 or 316 Inside 3/16" mounting hole (length as required by support)  
1/2" O.D. min. Double Stainless steel ASTM 316 flat washers  
Nut w/ nylon locking feature \*\*  
1/2" O.D. min. ASTM 316 Stainless steel flat washer \*

Note:  
1) When signs are placed on opposing sides of post, 1/2" x 3" lag bolts can be used instead of through bolt.  
2) Use nylon and stainless steel washers when signs are placed on both sides of post.  
3) Burr threads at junction with nut when locknuts are not used.  
4) Post bolts to extend beyond the tightened nuts within the limits of 1/4" to 1".

\* Stainless steel bonded sealing washer with neoprene layer is an acceptable substitute  
\*\* Acceptable substitute for nylon locking nuts: ANCO PIN-LOC TRI-LOC\* Top Lock Locknut

CALC. BOOK NO.		BASELINE REPORT DATE	
		06-JUL-2015	
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications			
<b>OREGON STANDARD DRAWINGS</b>			
<b>SIGN ATTACHMENTS</b>			
2018			
DATE	REVISION DESCRIPTION		

Effective Date: December 1, 2018 - May 31, 2019 TM676

**GENERAL NOTES:**

- Perforated Steel Square Supports are designed in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 4th Edition, 2001, 2002, 2003, and 2006 Interim Revisions.
- The design basic wind speed (3 second gust) shall be according to the wind map shown on TM671.
- Material grade for base hardware connection shall be according to the manufacturer's recommendation and based on crash testing.
- Use 1/2" diameter holes at 1" spacing on each of the 4 sides.
- Steel post shall have a minimum yield stress of 50 ksi.
- Steel shall be galvanized according to ASTM A653 with coating designation G90.
- General design parameters are  $Kz = 0.87$ ,  $Cd (Sign) = 1.20$ , and  $C = 1.14$ .
- Permanent signing uses an  $I_r = 0.71$  for a recurrence interval of 10 years.
- Temporary signing uses an  $I_r = 0.45$  for a recurrence interval of 1.5 years.
- The sign width to sign height or sign height to sign width ratio shall not exceed 5.0.
- For horizontal and vertical clearances of permanent signs refer to TM200 and of temporary signs refer to TM622.
- Posts protected by barrier or guardrail do not require slip bases.

**PERMANENT PERFORATED STEEL SQUARE TUBE TABLE**

CALC. BOOK NO.		BASELINE REPORT DATE	
		10-JUL-2017	
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications			
<b>OREGON STANDARD DRAWINGS</b>			
<b>PERFORATED STEEL SQUARE TUBE (PSST) SIGN SUPPORT INSTALLATION</b>			
2018			
DATE	REVISION DESCRIPTION		

Effective Date: December 1, 2018 - May 31, 2019 TM681

**General Notes:**

- Material grade for base hardware connection shall be according to the manufacturer's recommendation and based on crash testing.
- Anchor steel shall be hot dipped galvanized or approved equal.
- Footings shall be Commercial Grade Concrete ( $f_c = 3000$  psi) per Specification 00440. The CCC mixture may be accepted at the site of placement according to 00440.14.
- The estimated concrete volume is .09 cubic yards.

**2" ANCHOR DETAIL**  
**2" OPTIONAL ANCHOR DETAIL**  
**2 1/2" ANCHOR DETAIL**

Accompanied by dwgs: TM681, TM688

CALC. BOOK NO.		BASELINE REPORT DATE	
5752		06-JAN-2012	
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications			
<b>OREGON STANDARD DRAWINGS</b>			
<b>PERFORATED STEEL SQUARE TUBE (PSST) ANCHOR FOUNDATION</b>			
2018			
DATE	REVISION DESCRIPTION		

Effective Date: December 1, 2018 - May 31, 2019 TM687

**STREET NAME SIGN DETAILS**

Notes: If 12" font on mast arm mounted sign yields signs larger than 21 square feet, the 10" Alternate may be used. While border and legend on mast-arm signs are to be ASTM Type IX retroreflective sheeting. Borders shall be flush with edge of sign. Dividers, where used, shall be same width as border. New Projects: Include mast-arm signs on Signing Plans. Existing Posts: Perform pole analysis prior to adding or enlarging signs.

CALC. BOOK NO.		BASELINE REPORT DATE	
N/A		10/09/19	
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications			
<b>OREGON STANDARD DRAWINGS</b>			
<b>CONVENTIONAL ROADS DIRECTIONAL SIGN LAYOUT STREET NAME SIGNS</b>			
2018			
DATE	REVISION DESCRIPTION		

Effective Date: December 1, 2018 - May 31, 2019 TM223

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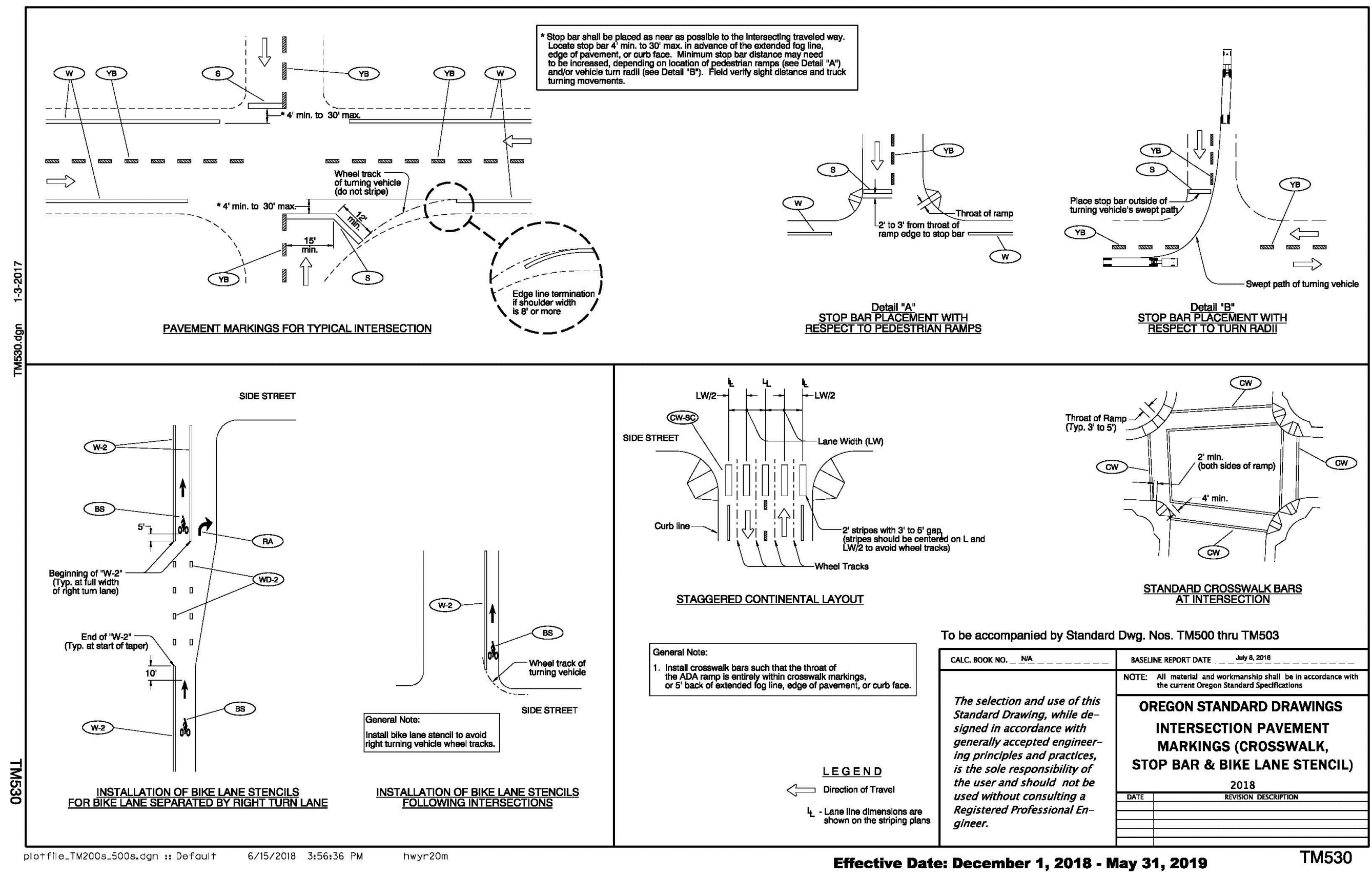
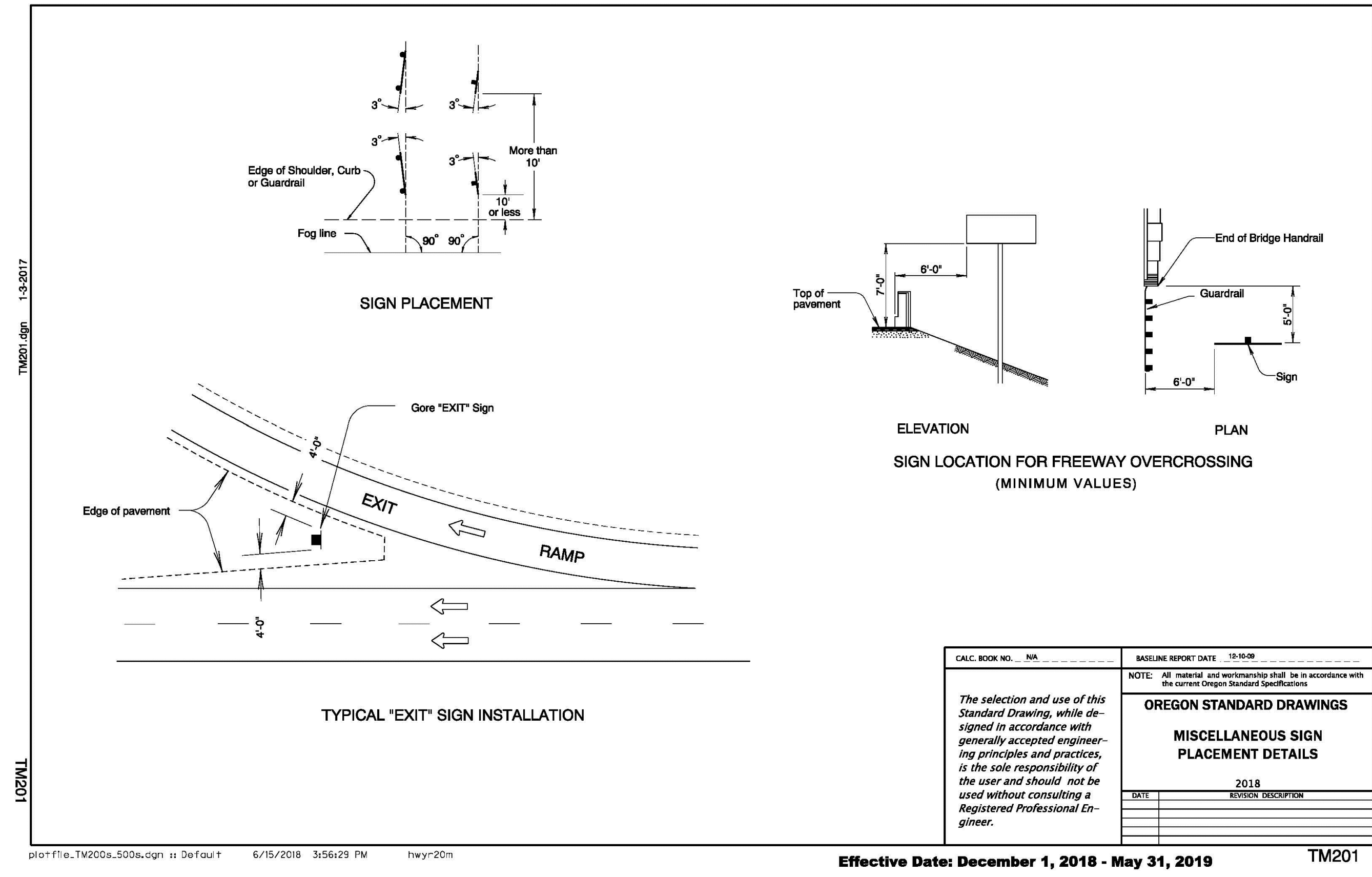
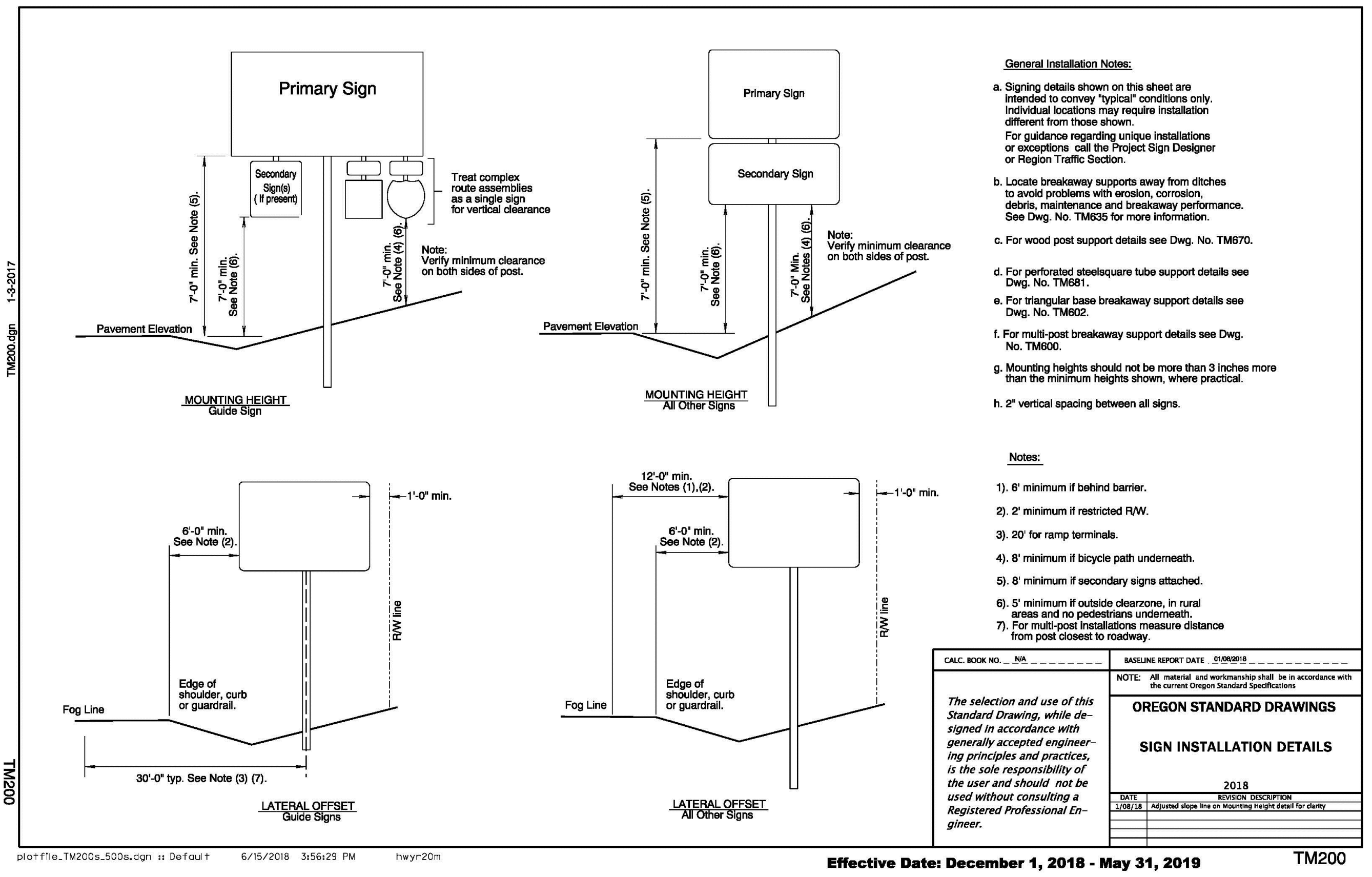
ODOT STANDARD SIGNING DETAILS FOR:  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON

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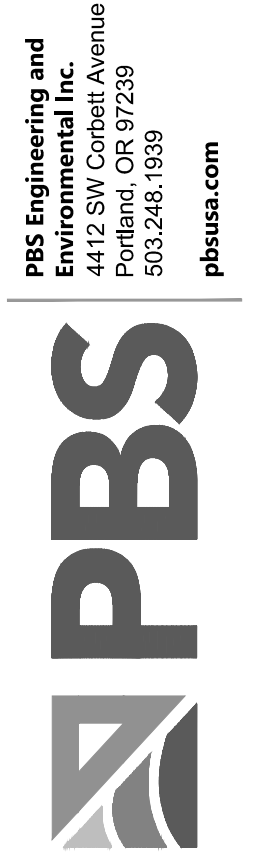
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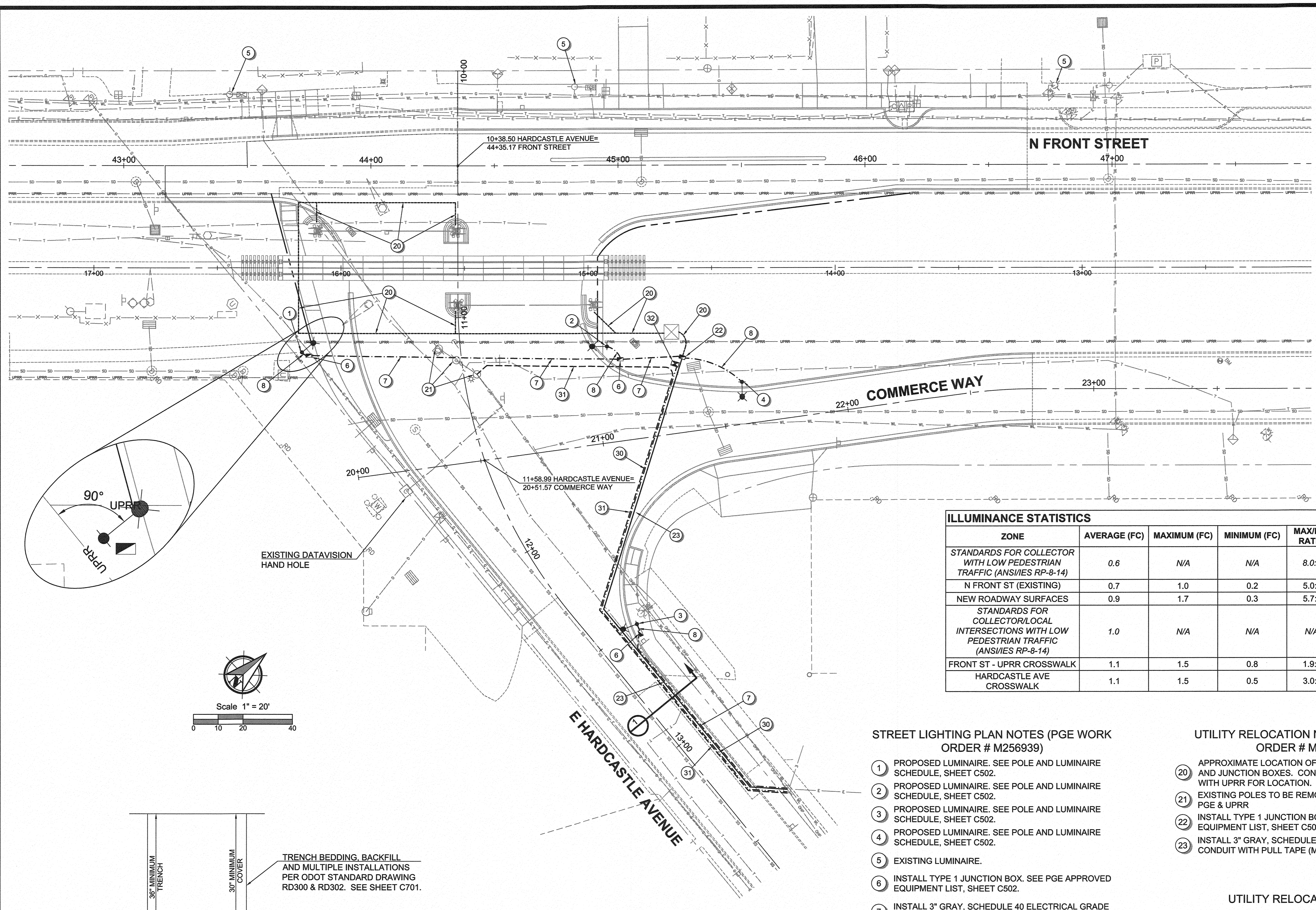
**ODOT STANDARD SIGNING DETAILS FOR:**  
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 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



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SHEET <b>19</b> OF <b>36</b>



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 Layout Tab: C501



ILLUMINANCE STATISTICS					
ZONE	AVERAGE (FC)	MAXIMUM (FC)	MINIMUM (FC)	MAX/MIN RATIO	AVG/MIN RATIO
STANDARDS FOR COLLECTOR WITH LOW PEDESTRIAN TRAFFIC (ANSI/IES RP-8-14)	0.6	N/A	N/A	8.0:1	4.0:1
N FRONT ST (EXISTING)	0.7	1.0	0.2	5.0:1	3.5:1
NEW ROADWAY SURFACES	0.9	1.7	0.3	5.7:1	3.0:1
STANDARDS FOR COLLECTOR/LOCAL INTERSECTIONS WITH LOW PEDESTRIAN TRAFFIC (ANSI/IES RP-8-14)	1.0	N/A	N/A	N/A	4.0:1
FRONT ST - UPRR CROSSWALK	1.1	1.5	0.8	1.9:1	1.4:1
HARDCASTLE AVE CROSSWALK	1.1	1.5	0.5	3.0:1	2.2:1

**STREET LIGHTING PLAN NOTES (PGE WORK ORDER # M256939)**

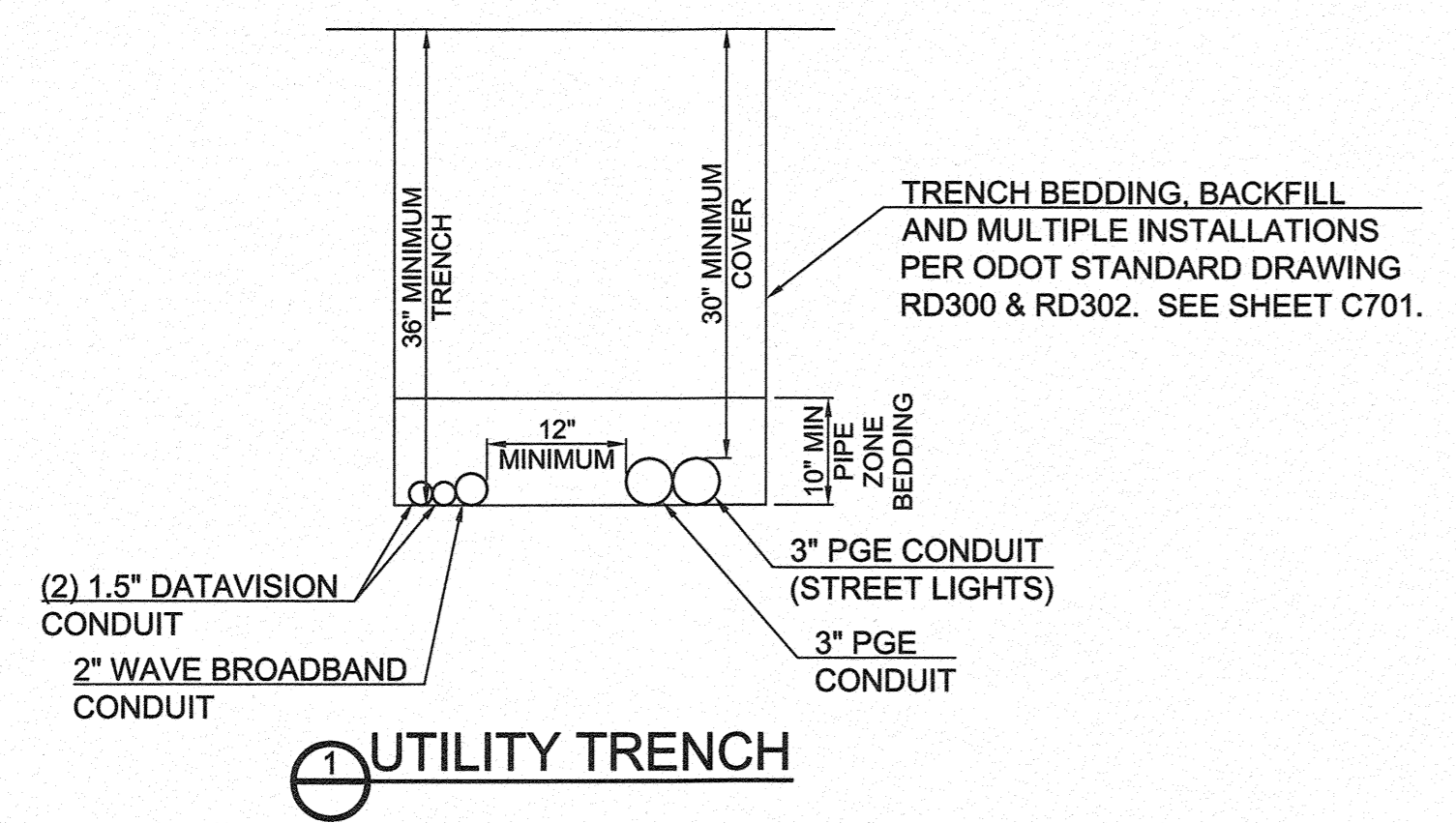
- ① PROPOSED LUMINAIRE. SEE POLE AND LUMINAIRE SCHEDULE, SHEET C502.
- ② PROPOSED LUMINAIRE. SEE POLE AND LUMINAIRE SCHEDULE, SHEET C502.
- ③ PROPOSED LUMINAIRE. SEE POLE AND LUMINAIRE SCHEDULE, SHEET C502.
- ④ PROPOSED LUMINAIRE. SEE POLE AND LUMINAIRE SCHEDULE, SHEET C502.
- ⑤ EXISTING LUMINAIRE.
- ⑥ INSTALL TYPE 1 JUNCTION BOX. SEE PGE APPROVED EQUIPMENT LIST, SHEET C502.
- ⑦ INSTALL 3" GRAY, SCHEDULE 40 ELECTRICAL GRADE PVC CONDUIT WITH PULL TAPE (MIN 500 LBS TEST).
- ⑧ INSTALL 1" GRAY, SCHEDULE 40 ELECTRICAL GRADE PVC CONDUIT WITH PULL TAPE (MIN 500 LBS TEST).

**UTILITY RELOCATION NOTES (PGE WORK ORDER # M256938)**

- ⑳ APPROXIMATE LOCATION OF UPRR INSTALLED CONDUITS AND JUNCTION BOXES. CONTRACTOR TO COORDINATE WITH UPRR FOR LOCATION.
- ㉑ EXISTING POLES TO BE REMOVED. COORDINATE WITH PGE & UPRR
- ㉒ INSTALL TYPE 1 JUNCTION BOX. SEE PGE APPROVED EQUIPMENT LIST, SHEET C502.
- ㉓ INSTALL 3" GRAY, SCHEDULE 40 ELECTRICAL GRADE PVC CONDUIT WITH PULL TAPE (MIN 500 LBS TEST).

**UTILITY RELOCATION NOTES**

- ⑳ 2" SCHEDULE 40 PVC CONDUIT WITH PULL TAPE (WAVE BROADBAND)
- ㉑ (2) 1.5" SCHEDULE 40 POLYPROPYLENE CONDUIT WITH PULL TAPE (DATAVISION)
- ㉒ 2'x3' VAULT (TO BE PROVIDED BY WAVE BROADBAND)



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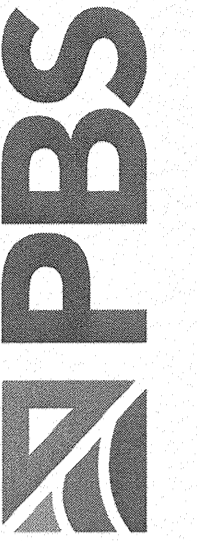
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ILLUMINATION & UTILITY PLAN FOR:  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON

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Full Size Sheet Format Is 22x34; If Printed Size Is Not 22x34, Then This Sheet Format Has Been Modified & Indicated Drawing Scale Is Not Accurate.



**POLE AND LUMINAIRE SCHEDULE**

#	Pole Type	Foundation	Alignment	Station	Offset**	Luminaire*							Mounting Height (feet)	Mast Arm Length (feet)	Options
						Manufacturer & Series*	Lamp Watts	Initial Lumens	Light Loss Factor (LLF)	Line Volt	B-U-G*** Rating	Orientation			
1	Aluminum	Concrete	Hardcastle Ave	11+09	64' RT	Leotek GreenCobra Midsize LED	88	10,230	0.85	120V-277V	2-0-2	Perpendicular to existing rear UPRR ROW line.	35	8	Fixed drive current (FDC), ANSI 7-wire photocontrol receptacle (PCR7), utility wattage label (WL), rubber wildlife guard (RWG).
11+20				59' LT	Parallel to UPRR ROW line.										
12+51				18' LT	Perpendicular to curb										
4			Commerce Way	21+59	17' LT	Leotek GreenCobra Junior LED	45	5,020	0.85	120V-277V	1-0-1	Perpendicular to Curb			

\* See approved luminaire table, this sheet, for specifications or model options.  
\*\* Offset is measured perpendicular to the roadway construction centerline from the center of the pole.  
\*\*\* B = backlight, U = upright, G = glare

**SELECTED PGE APPROVED STREET LIGHT MATERIALS FOR HARDCASTLE AVE AND COMMERCE WAY**

LUMINAIRES: Leotek Cobra LED (Gray), Type III	
Size	Leotek Model
88 Watt LED (90010247) (CU 1368)	GCM2-40H-MV-WW-2R-GY-700-PCR7-RWG-WL-FDC-PGE
45 Watt LED (90010246) (CU 1366)	GCJ2-20H-MV-WW-2R-GY-700-PCR7-RWG-WL-FDC-PGE

STREET LIGHT WIRE: UNDERGROUND OR IN POLE	
Streetlight Wire	Description
#10 CU 3-Conductor (00036) (CU 635) (Contact PGE for suppliers)	#10 AWG, 600 Volt, 3-Conductor, Class B Stranding, Type TC, with Sunlight-Resistant 45-mil PVC Jacket. Suitable for direct burial installations. Insulation to be black, red, and green per NEMA WC-7 for NEC applications (TFN, THWN, THHN), with fillers or binding tape added to produce round outer jacket, rated 90°C dry and 75°C wet, 1,000 ft NR reels. Jacket to display sequential footage markings, 2 reel labels, one attached to the outside flange surface, one attached to the drum wrapping; each to detail total footage, inside or starting footage.

PHOTO CONTROL OPTIONS:			
EXTENDED LIFE TWIST LOCK, ELECTRONIC, 105 TO 300 VOLT			
Type	Ripley	DTL	Intermatic
Photoelectric Control (90002719)	RD8645	DLL 1271.5 J50	EK4536SB

JUNCTION BOX OPTIONS: FOR UNDERGROUND CONDUCTORS & CONNECTIONS		
Description	Junction Box, Concrete Polymer Lid, Fiberglass Reinforced Polymer flared sides, 18" Deep, No Floor, With Skid Resistant Cover Attached by Two Captive stainless steel 3/8-inch Penta-head Bolts, Gray Color, per PGE T&D Material Specification L26107.	
Marking	All junction box covers shall be marked ELECTRIC or POWER.	
	Type 1	Type 2
Manufacturer	13" x 24" x 18" (90003478)	17" x 30" x 18" (90003480)
Newbasis	FCA132418T-00043	FCA173018T-90026
Quazite (Hubbell)	A42132418A017	A42173018A017
Oldcastle / Carson Industries	13241617	17301620
Highline	CHA132418HE1	CHA173018HE1
Armorcast	A6001946TAX18-PGE	A6001640TAX18-PGE

POLE OPTIONS:				
Length, Finish	Valmont	Hapco	P&K Poles	Union Metal
35 Foot, Davit 8' mast arm (1953) (CU 280) (0.188)	3500-86108D4	41-231PGE	RTA8M35AAD1832D	920-B179-Y2

POLE FOOTINGS: CONCRETE					
Precast Concrete Base	Bolt Circle	Bolt Projection	Bolt Type	Base Dimensions	Utility Vault Company
For 25 to 35 Foot Aluminum Anchor Base Poles (147)	11 inch	3-1/2 inch	1" - 8 NC Galv Steel	14" Square by 60" High	5CL-LB-PGE

**STREET LIGHTING GENERAL NOTES**

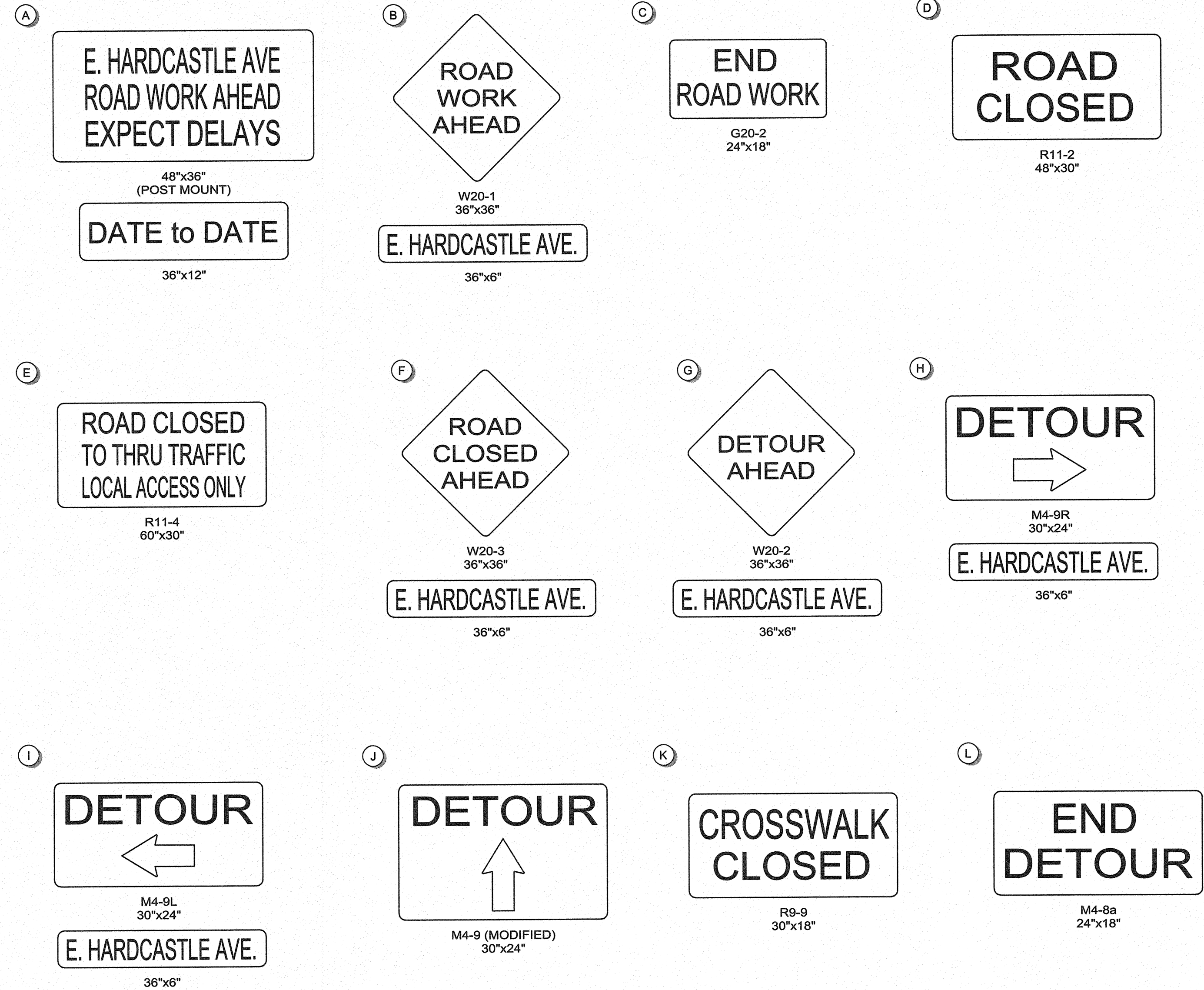
- POWER SOURCE LOCATIONS TO BE DETERMINED BY PORTLAND GENERAL ELECTRIC (PGE). ALL LIGHT POLE POWER SOURCES SHALL BE VERIFIED WITH PGE PLANS. CHANGES IN POWER SOURCE LOCATIONS WILL REQUIRE AS-BUILT DRAWINGS.
- CALL PGE AT 503-323-6700 FOR UTILITY COORDINATION ON STREET LIGHTS. REFERENCE PGE WORK ORDER NUMBER M2596939.
- STREET LIGHTING EQUIPMENT AND MATERIALS SHALL CONFORM TO PGE SCHEDULE 95 OPTION "A" SPECIFICATIONS. MATERIALS SUBMITTALS AND INSTALLATIONS SHALL BE APPROVED PRIOR TO CONSTRUCTION BY PGE UNLESS NOTED OTHERWISE.
- SEE PGE OPTION A STREET LIGHTS: DIVISION OF LABOR TABLE BELOW FOR LABOR INSTALLATION REQUIREMENTS.
- ALL ELECTRICAL EQUIPMENT SHALL CONFORM TO THE CURRENT STANDARDS OF THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) AND THE UNDERWRITERS LABORATORY (UL) WHEREVER APPLICABLE. IN ADDITION TO THE REQUIREMENTS OF THE PLANS, STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS, ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CURRENT REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC), THE NATIONAL ELECTRICAL SAFETY CODE, THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), AND ANY APPLICABLE LOCAL ORDINANCES.
- THE LOCATION OF CONDUITS & JUNCTION BOXES ARE SCHEMATIC, AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO AVOID UNDERGROUND UTILITIES.
- THIS PLAN DEPICTS THE MINIMUM AT- OR ABOVE-GRADE EQUIPMENT REQUIRED FOR STREET LIGHTING. CONDUIT AND WIRING DESIGNS WILL BE PREPARED BY PGE.

**PGE Option A Street Lights: Division of Labor**

Component	Provided By:	Installed By:	Notes
Luminaire Assembly	PGE	PGE	
Arm & Pole	PGE	PGE	
Pole Foundation	PGE	Contractor	
Grounding Rods	PGE	Contractor	
1" Conduit	Contractor	Contractor	Install with Pull Tape
Wiring in 1" Conduit (Pole to Junction Box)	PGE	PGE	PGE to Make All Wiring Connections
Junction Box	Contractor	Contractor	
3" Conduit	Contractor	Contractor	Install with Pull Tape
Wiring in 3" Conduit	PGE	PGE	PGE to Make All Wiring Connections
3" Drop Conduit from Transformer	PGE	PGE	PGE Installs the Vertical Element. Contractor Installs the In-Ground Run with a Radius Sweep Stubbed up the Pole.

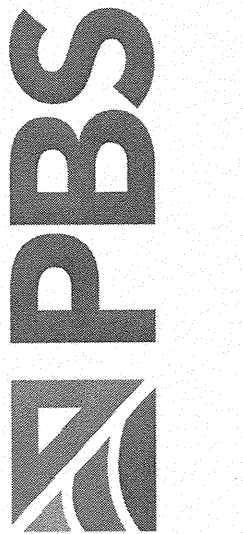
GENERAL NOTES:

- ALL SIGN DIMENSIONS LISTED IN INCHES UNLESS OTHERWISE NOTED.
- ALL SIGNS TO BE TYPE "04" UNLESS OTHERWISE NOTED ON PLANS.
- SEE SHEET C602 FOR TYPICAL ADVANCE WARNING SIGN LOCATIONS FOR THE PROJECT NOT INCLUDING DAILY CONSTRUCTION STAGING OR STREET CLOSURES WHICH REQUIRE ADDITIONAL SIGNAGE.
- ADJACENT STREET CLOSURES WILL REQUIRE CONTRACTOR TO PREPARE TRAFFIC CONTROL PLANS BASED ON ODOT STANDARD DRAWING TM840 FOR APPROVAL BY THE CITY OF WOODBURN.
- ACCESS SHALL BE MAINTAINED AT ALL TIMES TO COMMERCE WAY WITH VEHICLE RESTRICTIONS OR SHORT TERM CLOSURES FOR PAVING FOR APPROVAL BY CITY OF WOODBURN. CONTRACTOR SHALL MINIMIZE CLOSURES AT PUBLIC STREET CONNECTIONS AND OBTAIN APPROVAL FOR CLOSURE DURATIONS BY CITY OF WOODBURN.
- MAINTAIN AND PROTECT EXISTING SIGNS UNLESS THERE IS A CONFLICT WITH TRAFFIC STAGING. PROVIDE A MINIMUM OF 50' SPACING BETWEEN EXISTING AND TEMPORARY SIGNS. COVER OR REMOVE EXISTING CONFLICTING INTERSECTION LANE CONTROL SIGNS.
- 28" TUBULAR MARKERS SHALL BE UTILIZED AT 20' MAXIMUM SPACINGS WHEN CHANNELIZING TRAFFIC AWAY FROM WORK ZONE, ASSUMING 10' MINIMUM LANE WIDTHS.
- ALL SIGN LOCATIONS SHOWN ARE APPROXIMATE AND SHOULD BE PLACED ON CONTRACTOR CONSTRUCTION STAGING ACTIVITIES IN ACCORDANCE WITH MUTCD AND ODOT STANDARDS AND DRAWINGS. INSTALL TEMPORARY SIGN SUPPORTS ACCORDING TO ODOT STANDARD DRAWINGS TM800 AND TM821. PLACE TEMPORARY SIGN SUPPORT (TSS) APPROXIMATELY 10' BEHIND BARRICADE.
- CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS REGARDING ACCESS DURING THE CONSTRUCTION OF PRIVATE DRIVEWAYS ON N. FRONT ST, E. HARDCASTLE AVE, AND COMMERCE WAY.
- MAINTAIN PEDESTRIAN AND BICYCLE ACCESS ALONG BOTH SIDES OF THE ROAD AT ALL TIMES. IF THE CONTRACTOR SELECTS TEMPORARY SIDEWALK CLOSURES, THE CONTRACTOR SHALL PREPARE FORMAL TRAFFIC CONTROL PLANS BASED ON ODOT STANDARD DRAWING TM844 FOR APPROVAL BY THE CITY OF WOODBURN.
- IF THE CONTRACTOR CHOOSES ALTERNATIVE TRAFFIC CONTROL METHODS, THE CONTRACTOR SHALL PREPARE FORMAL TRAFFIC CONTROL PLANS AND OBTAIN APPROVAL FROM THE CITY OF WOODBURN.
- REMOVE ALL CONFLICTING STRIPING AS IT RELATES TO THE RESPECTIVE STAGES AND ASSOCIATED PHASES. USE PAINT FOR TEMPORARY STRIPING ON EXISTING AND TEMPORARY AC PAVEMENT. DO NOT USE TEMPORARY STRIPING ON NEW CONCRETE SURFACES, BUT USE TEMPORARY FLEXIBLE REFLECTIVE PAVEMENT MARKERS (OR TEMPORARY REMOVAL TAPE) FOR DEMARCATING TEMPORARY LANE CONFIGURATIONS.
- ALL TRAFFIC CONTROL IS TO BE IN ACCORDANCE WITH THE MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES) LATEST EDITION.
- ALL NIGHT WORK REQUIRES LIGHTING OF WORK AREA. ALL TUBULAR MARKERS, BARRICADES, AND SIGNS SHALL BE REFLECTORIZED. FOLLOW ODOT SPECIFICATIONS PER "OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK FOR OPERATIONS OF THREE DAYS OR LESS" LATEST EDITION FOR ALL NIGHT TIME REQUIREMENTS.
- CONSTRUCTION STAGING WHICH ROUTES TRAFFIC DIRECTLY ONTO THE UNPAVED AGGREGATE BASE COURSE SHALL BE LIMITED TO 7 CALENDAR DAYS OF NORMAL TRAFFIC LOADING. SEE GEOTECHNICAL REPORT OF ADDITIONAL LIMITATIONS AND TESTING REQUIREMENTS AHEAD OF ASPHALT PAVING.
- SINGLE LANE TWO-WAY TRAFFIC WITH FLAGGERS SHALL BE DONE IN ACCORDANCE WITH ODOT STANDARD DRAWING TM850. UNOBSTRUCTED TWO LANE, TWO-WAY TRAFFIC SHALL BE MAINTAINED OUTSIDE OF CONSTRUCTION HOURS UNLESS 24 HOUR FLAGGING IS PROVIDED.
- NEW DRAINAGE STRUCTURES AND PIPES SHALL BE CONSTRUCTED WITHIN EACH STAGE. WORK ZONE AND DRAINAGE PATTERNS SHALL BE MAINTAINED AND EXISTING DRAINAGE SYSTEM PROTECTED AND OPERATIONAL AS NEEDED TO ENSURE PONDING IS NOT PRESENT DURING CONSTRUCTION.
- FOR WORK REQUIRING DEVICES IN PLACE FOR 3 DAYS OR LESS, THE CONTRACTOR SHALL FOLLOW "OREGON TEMPORARY TRAFFIC CONTROL HANDBOOK FOR OPERATIONS OF THREE DAYS OR LESS". ALL OTHER OPERATIONS SHALL FOLLOW ODOT'S TRAFFIC CONTROL STANDARD PLANS THAT MAY APPLY.
- RAILROAD CROSSING AT E. HARDCASTLE AVE TO BE CLOSED ONCE THE N. FRONT STREET WORK HAS BEEN COMPLETED ADJACENT TO THE RAILROAD CROSSING. PRECAST CONCRETE BARRIER TO BE PLACED ALONG THE EAST SIDE OF N. FRONT STREET CENTERED ON 6' WITH ASPHALT SURFACING ALLOWING 2' OF SHY TO TRAFFIC. NARROW SITE ATTENUATOR TO BE PLACED ON THE SOUTHERN APPROACH AND A SLOPED TRANSITION ALONG THE NORTHERN APPROACH SECURED BY PIN AND LOOP ASSEMBLY.
- CROSSWALK ACROSS N. FRONT STREET TO BE CLOSED UNTIL RAILROAD CROSSING IS PERMANENTLY OPENED WITH CROSSWALK CLOSURE SIGNAGE TO BE LOCATED ON BOTH SIDES OF THE ROADWAY AND RAILROAD ON PEDESTRIAN CHANNELIZING DEVICE SET PERPENDICULAR TO CROSSINGS WITHOUT OBSTRUCTING TRAFFIC.
- WORK WITHIN THE UNION PACIFIC RAILROAD RIGHT OF WAY TO BE COORDINATED PRIOR TO THE BEGINNING WORK WITHIN THE RAILROAD RIGHT OF WAY OR CLOSURE OF THE CROSSING. SEE THE PROJECT SPECIFICATION FOR RAILROAD CONTACT INFORMATION AND REQUIREMENTS FOR WORKING ADJACENT TO OR WITHIN THE RAILROAD RIGHT OF WAY.

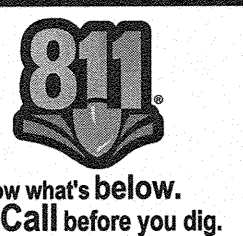


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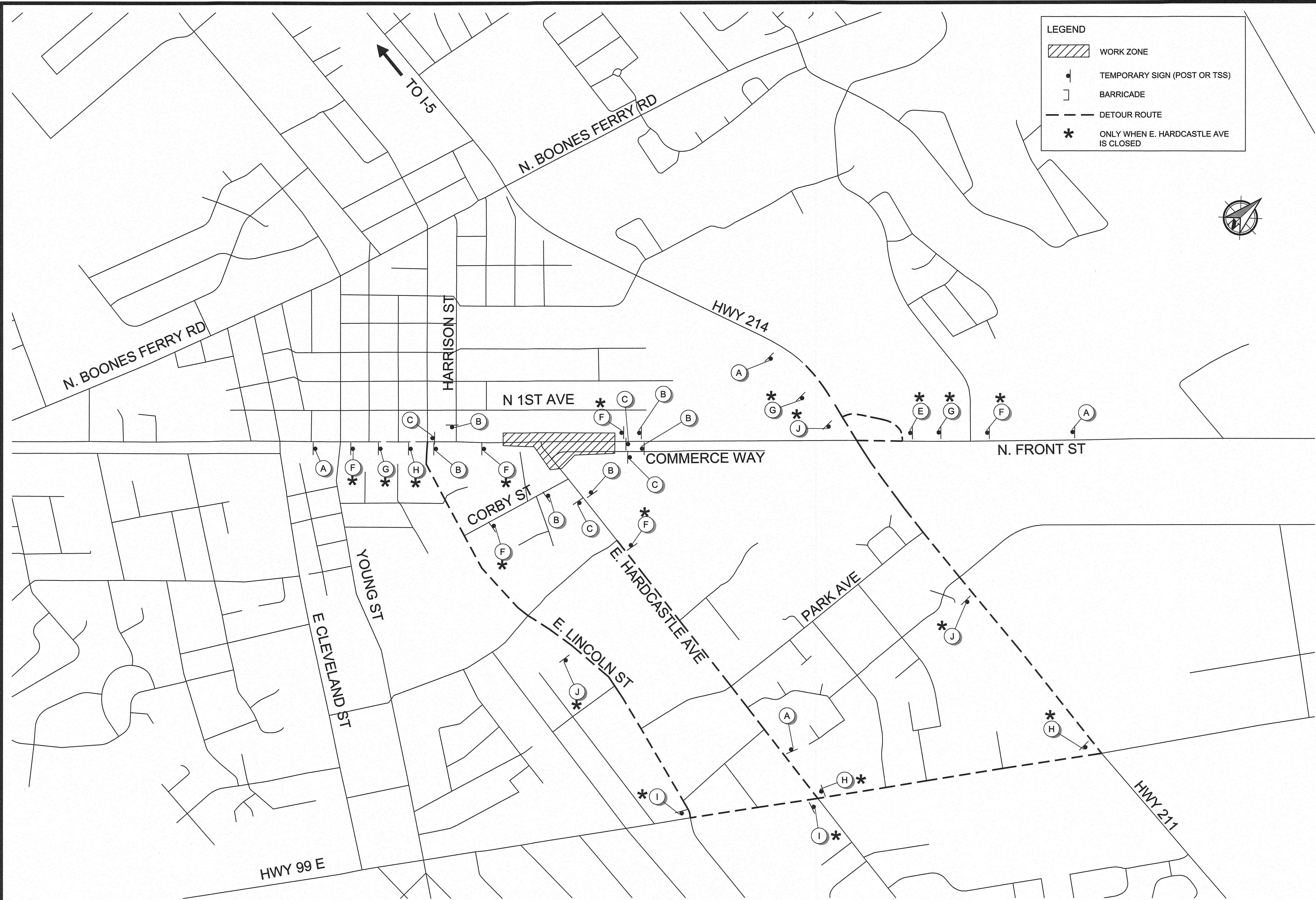


**CONSTRUCTION STAGING SIGN DETAILS & NOTES FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
 A SITE LOCATED IN THE CITY OF WOODBURN, OREGON

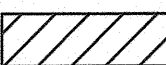






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SHEET <b>22</b> OF <b>36</b>

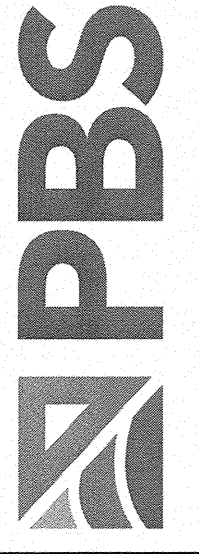
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**LEGEND**

-  WORK ZONE
-  TEMPORARY SIGN (POST OR TSS)
-  BARRICADE
-  DETOUR ROUTE
-  ONLY WHEN E. HARDCASTLE AVE IS CLOSED

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**DETOUR PLAN FOR:  
HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING  
A SITE LOCATED IN THE CITY OF WOODBURN, OREGON**



Know what's Below.  
Call before you dig.

REGISTERED PROFESSIONAL ENGINEER  
63070PE  
*Mark E. Leary*  
OREGON  
NOV. 14, 2008  
DUSTIN EUGENE COOLEY  
RENEWS: 12/21/19

DESIGNED:  
DPS  
CHECKED:  
MPW  
MAY 21, 2019  
74001.000

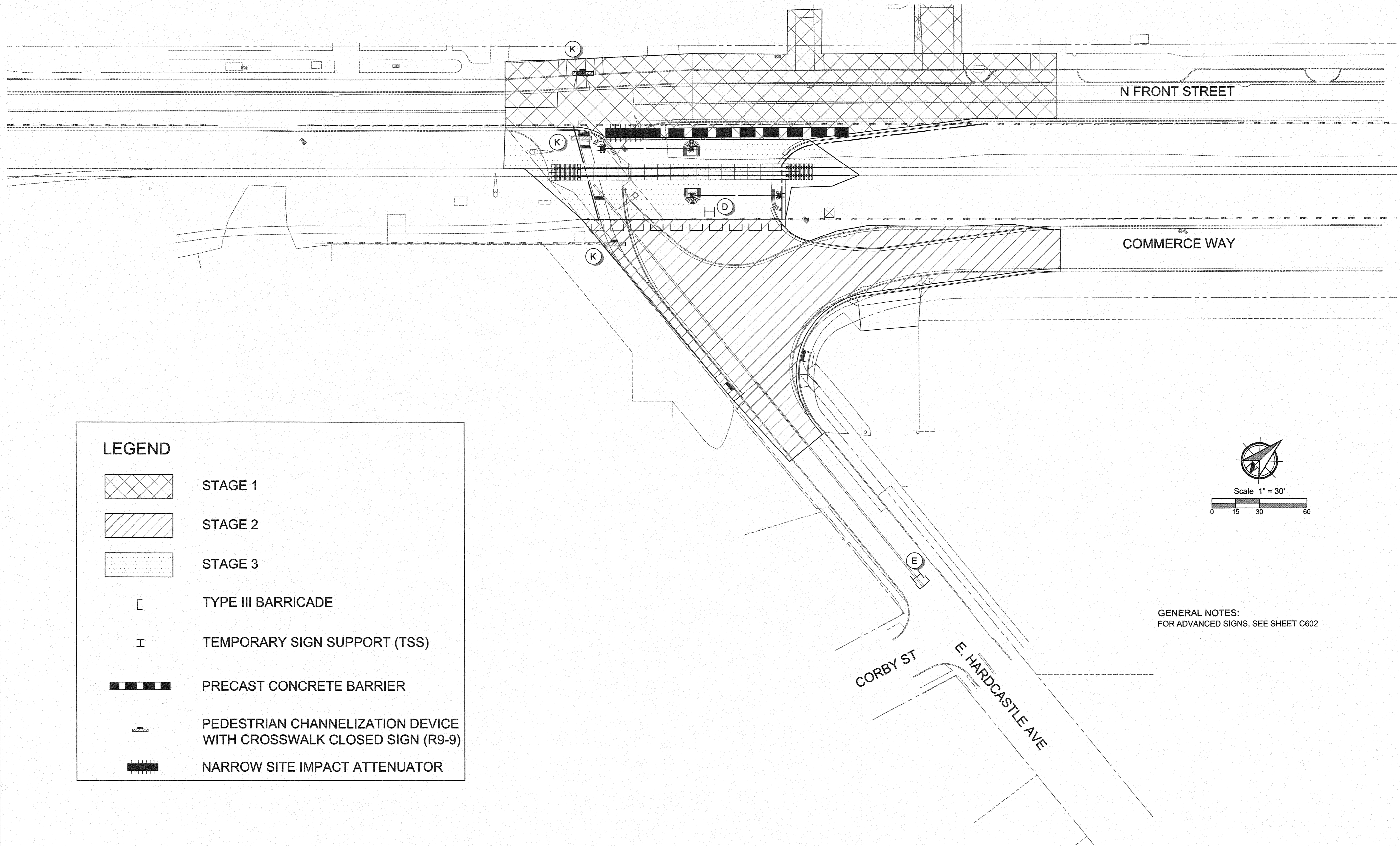
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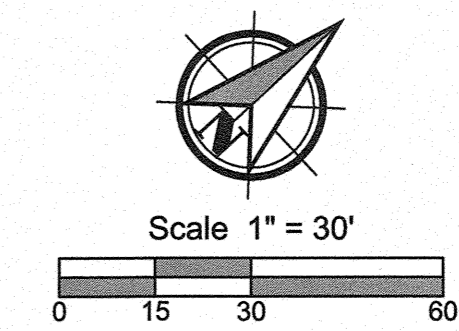
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# STAGING PLAN (PLAN VIEW)



LEGEND	
	STAGE 1
	STAGE 2
	STAGE 3
	TYPE III BARRICADE
	TEMPORARY SIGN SUPPORT (TSS)
	PRECAST CONCRETE BARRIER
	PEDESTRIAN CHANNELIZATION DEVICE WITH CROSSWALK CLOSED SIGN (R9-9)
	NARROW SITE IMPACT ATTENUATOR

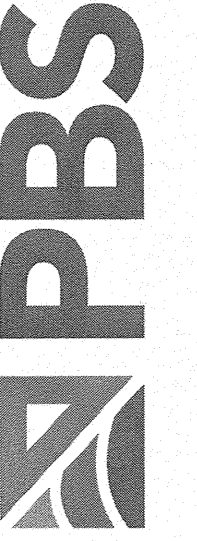


GENERAL NOTES:  
FOR ADVANCED SIGNS, SEE SHEET C602

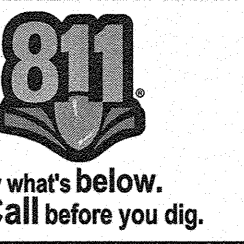
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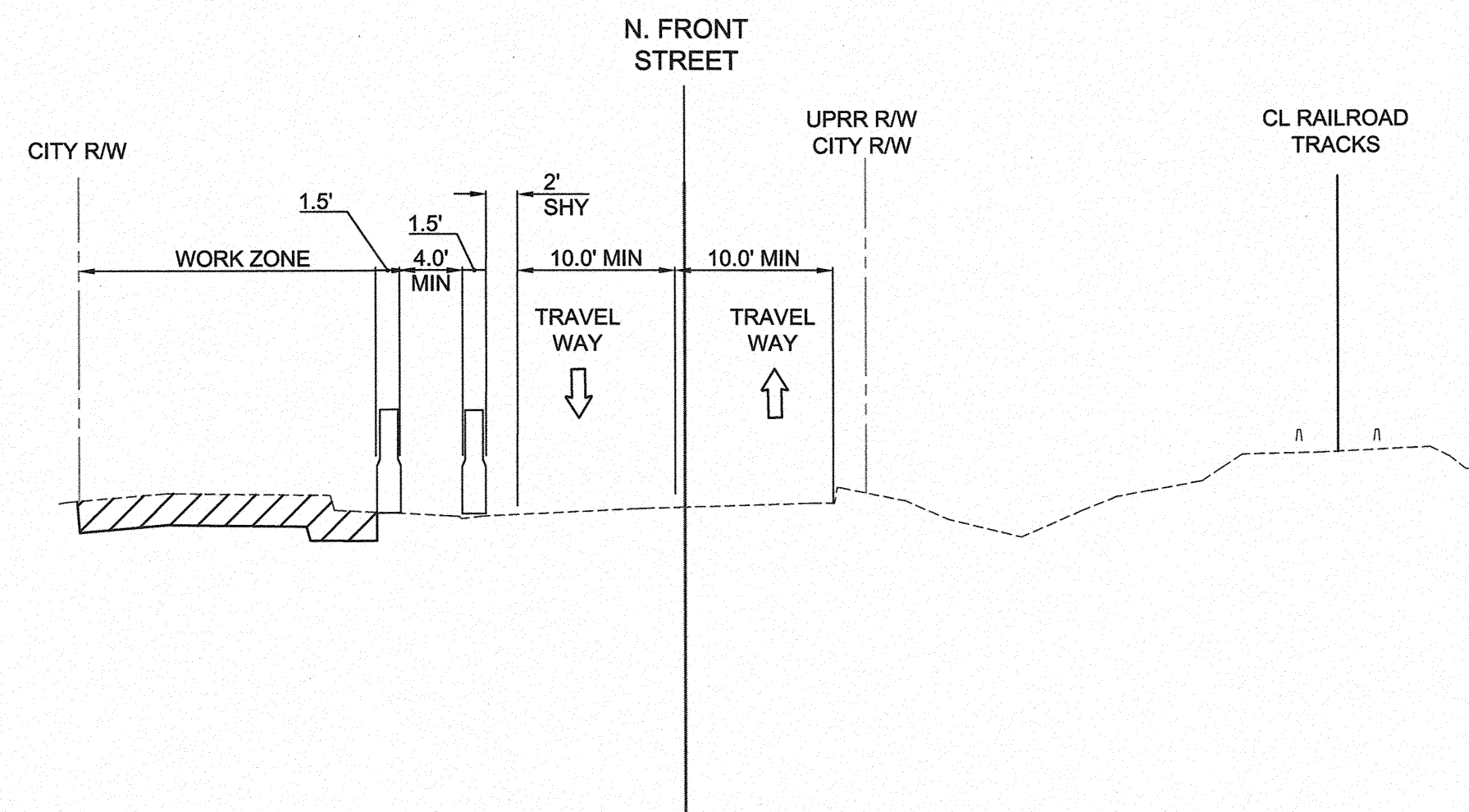


CONSTRUCTION STAGING PLAN FOR:  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



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MAY 21, 2019 74001.000
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SHEET 24 OF 36

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### STAGE 1, PHASE 1: CURB AND SIDEWALK RECONSTRUCTION (N FRONT STREET IMPROVEMENTS)

**CONSTRUCTION STAGING NOTES:**

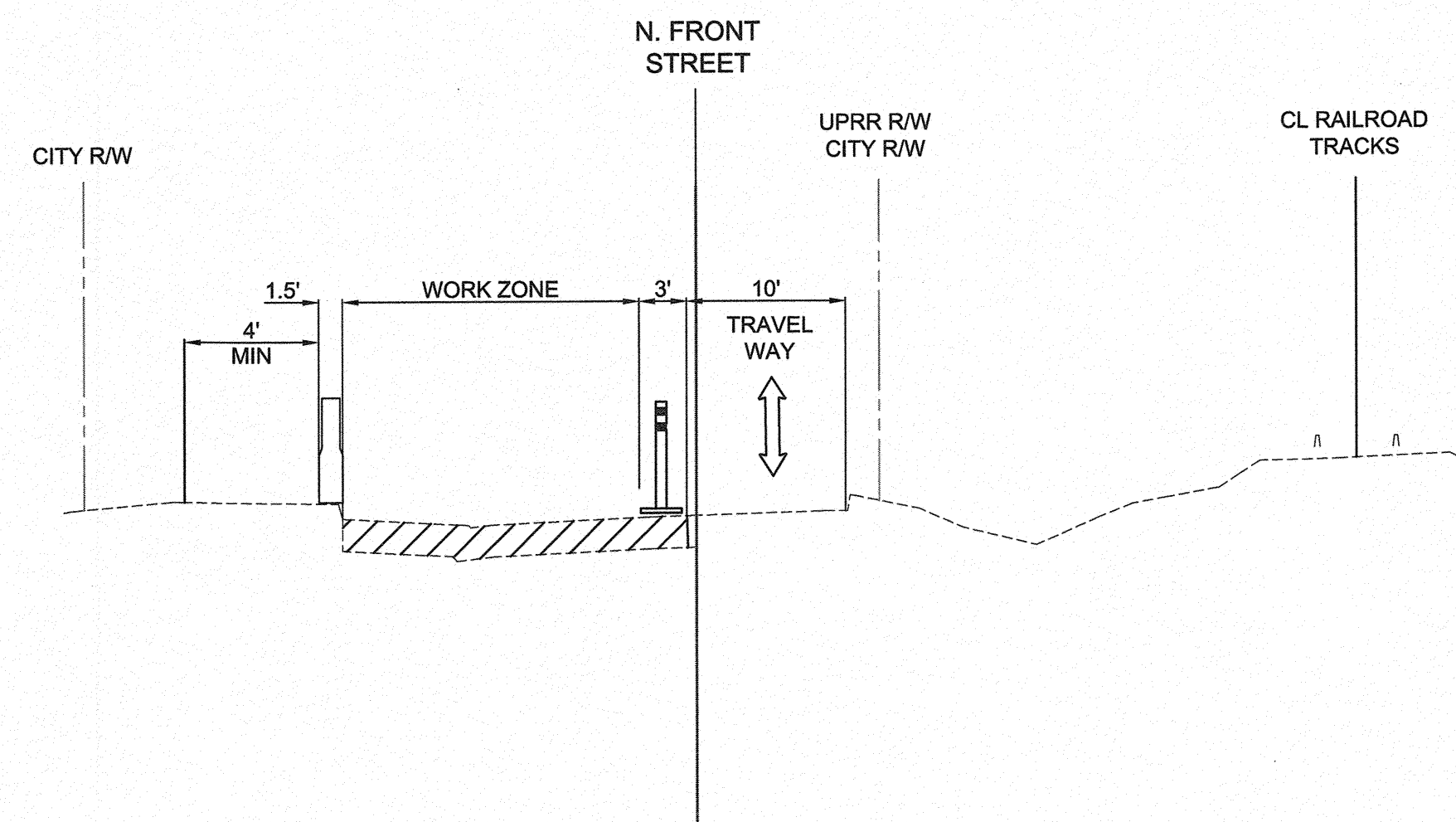
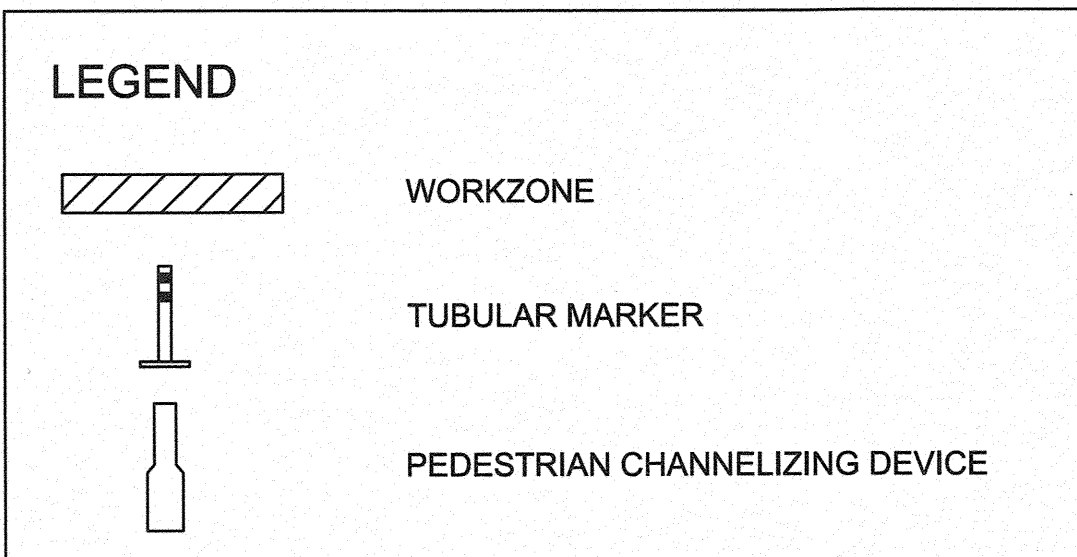
TYPICAL APPROACH AS SHOWN IS FOR BIDDING AND ESTIMATING PURPOSES. THE CONTRACTOR SHALL SUPPLY ADDITIONAL STAGING PLANS FOR APPROVAL BY CITY OF WOODBURN.

CLOSE ON STREET PARKING AND PREPARE PEDESTRIAN ROUTE BY REPLACING CURB EXTENSION WITH FLUSH TEMPORARY SURFACING.

RELOCATE PEDESTRIANS TO THE ON STREET PARKING AREA PLACING TEMPORARY PEDESTRIAN CHANNELIZING DEVICES ADJACENT TO WORK ZONE AND VEHICULAR TRAFFIC. PEDESTRIAN TRAVEL WAY SHALL BE MAINTAINED AT 4' WIDTH BY 5' BY 5' PASSING AREAS PROVIDED AT NO GREATER THAN 200' INTERVALS ALONG PEDESTRIAN ROUTE.

COORDINATE WITH LANDOWNERS TO MAINTAIN ACCESS TO ADJACENT PROPERTIES THROUGHOUT CONSTRUCTION OF SIDEWALK AND DRIVEWAYS.

LANE CLOSURES SHALL REQUIRE A MINIMUM TWO-WAY THROUGH TRAVEL WAY WITH FLAGGERS ON EXISTING ASPHALT SURFACING. MINIMUM BUFFERS ARE TO BE MAINTAINED AS SHOWN IN CONSTRUCTION STAGING TYPICAL DETAILS BETWEEN TRAFFIC AND CONSTRUCTION WORK ZONES.



### STAGE 1, PHASE 2: PARKING RECONSTRUCTION DURING CONSTRUCTION HOURS (N FRONT STREET IMPROVEMENTS)

**CONSTRUCTION STAGING NOTES:**

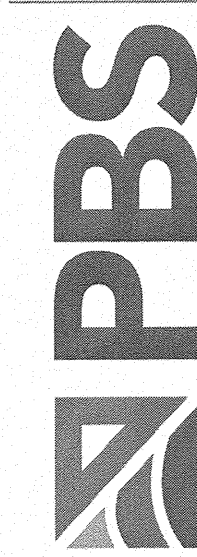
TYPICAL APPROACH AS SHOWN IS FOR BIDDING AND ESTIMATING PURPOSES. THE CONTRACTOR SHALL SUPPLY ADDITIONAL STAGING PLANS FOR APPROVAL BY CITY OF WOODBURN.

RELOCATE PEDESTRIANS TO THE RECONSTRUCTED SIDEWALK WITH TEMPORARY PEDESTRIAN CHANNELIZING DEVICES ADJACENT TO WORK ZONE. PEDESTRIAN TRAVEL WAY SHALL BE MAINTAINED AT 4' WIDTH WITH 5' BY 5' PASSING AREAS NO GREATER THAN 200' INTERVALS ALONG PEDESTRIAN ACCESS ROUTE.

LANE CLOSURES REQUIRE MAINTAINING OF 10' MINIMUM SHARED TWO-WAY THROUGH TRAVEL WAY WITH FLAGGERS ON EXISTING ROADWAY SURFACING. MINIMUM BUFFERS ARE TO BE MAINTAINED AS SHOWN IN CONSTRUCTION STAGING TYPICAL DETAILS BETWEEN TRAFFIC AND CONSTRUCTION ZONES. UNOBSTRUCTED TWO-WAY TRAFFIC SHALL BE RESTORED OUTSIDE CONSTRUCTION HOURS.

THE CONTRACTOR SHALL MAINTAIN TRANSVERSABLE HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN GRADED AGGREGATE BASE COURSE DRIVING SURFACE AND EXISTING PAVED ROADWAY. CONTRACTOR SHALL DEVELOP HORIZONTAL TRANSITIONS WHICH MEET ODOT STANDARD DRAWING TM800 TAPER REQUIREMENTS BASED ON ROADWAY SIGNED SPEEDS. CONTRACTOR SHALL DEVELOP VERTICAL TRANSITIONS NOT TO EXCEED 10% GRADES AND ALGEBRAIC DIFFERENCES OF 6% BETWEEN SURFACES. CONTRACTOR SHALL SUBMIT PROPOSED HORIZONTAL AND VERTICAL TRANSITION PLAN INCLUDING TYPICAL APPROACH SIGNS FOR APPROVAL BY CITY OF WOODBURN.

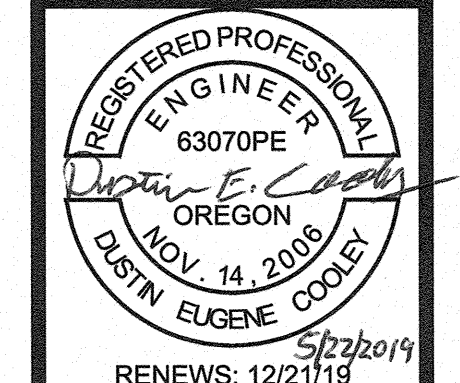
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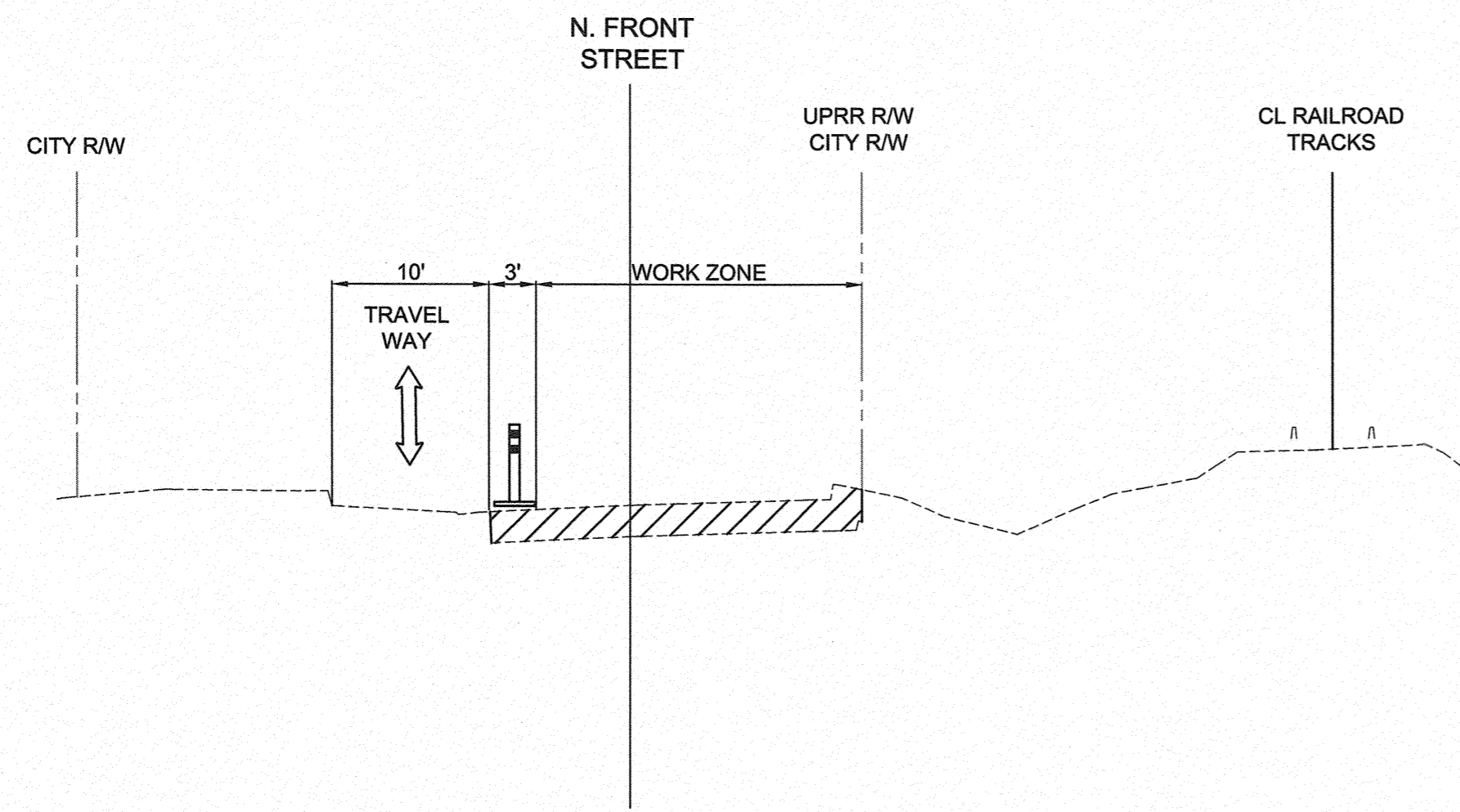
**STAGING PLAN - STAGE 1, PHASE 1 & 2 FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
**A SITE LOCATED IN THE CITY OF WOODBURN, OREGON**



Know what's below.  
Call before you dig.



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SHEET ID <b>C604</b>
SHEET <b>25</b> OF <b>36</b>



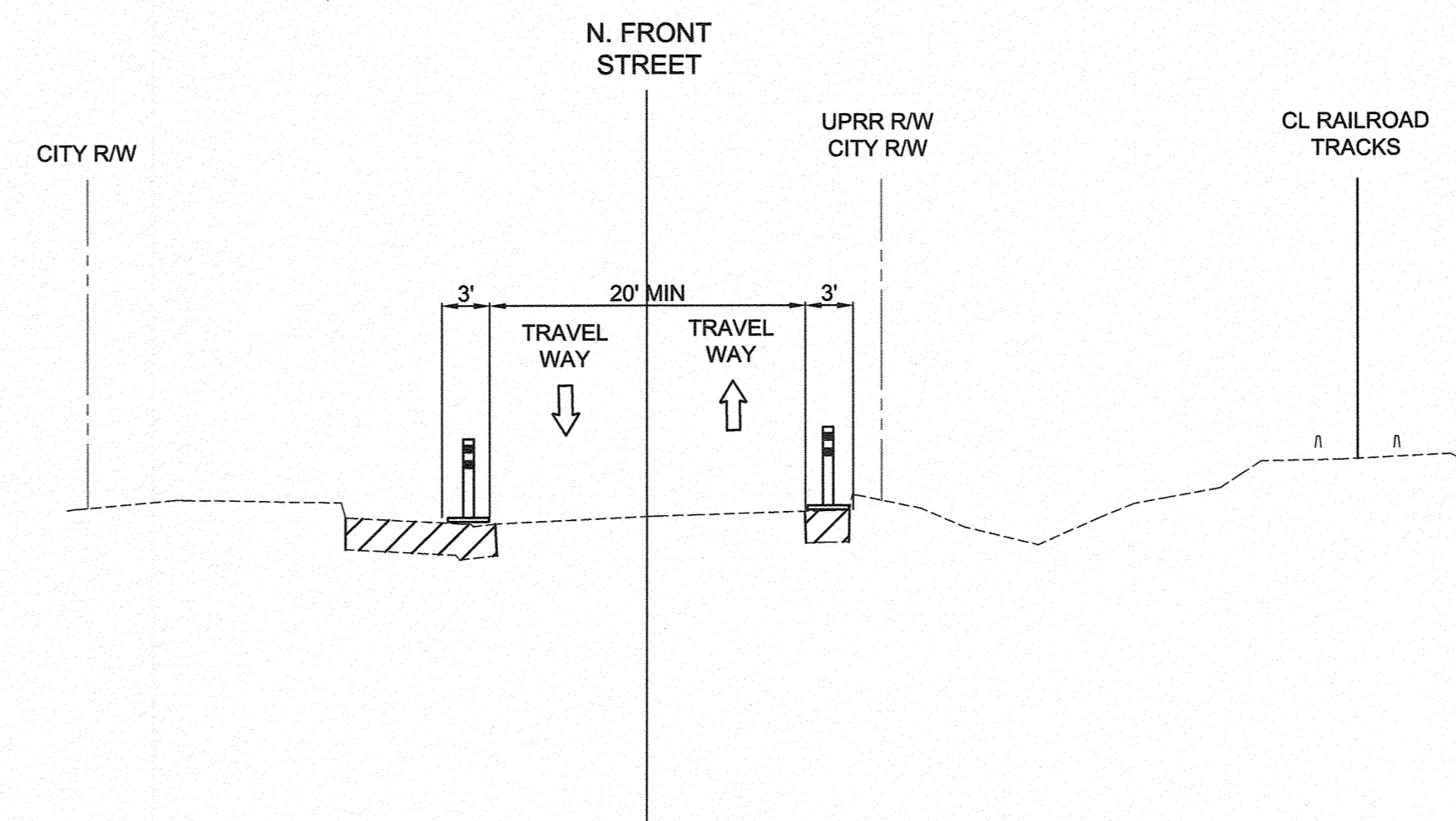
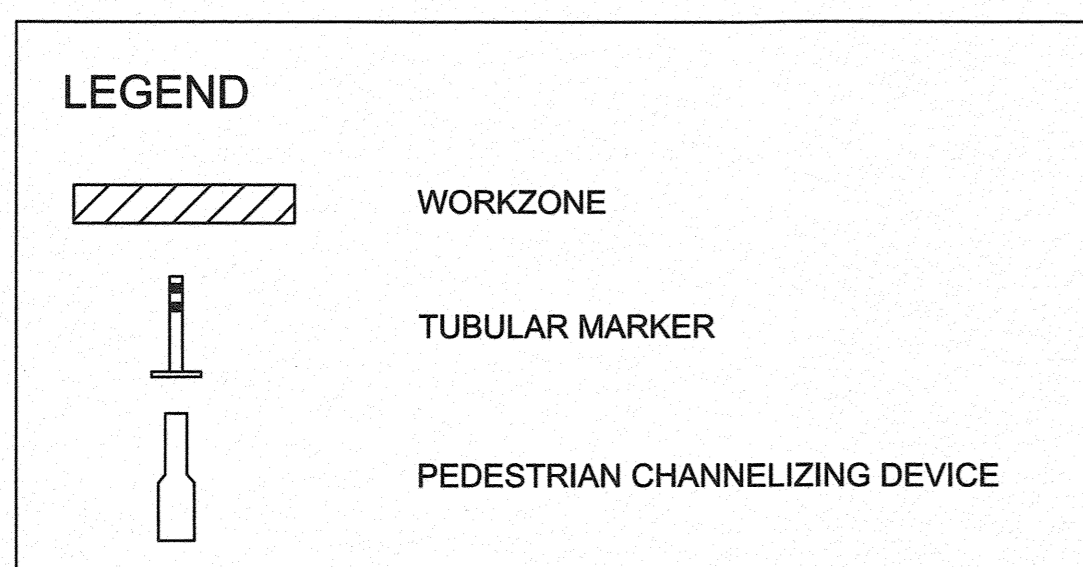
**STAGE 1, PHASE 3: RECONSTRUCT CURB AND GUTTER AND TRAVEL LANES DURING CONSTRUCTION HOURS (N. FRONT STREET IMPROVEMENTS)**

CONSTRUCTION STAGING NOTES:  
TYPICAL APPROACH AS SHOWN IS FOR BIDDING AND ESTIMATING PURPOSES. THE CONTRACTOR SHALL SUPPLY ADDITIONAL STAGING PLANS FOR APPROVAL BY CITY OF WOODBURN.

LANE CLOSURES SHALL REQUIRE MAINTAINING OF 10' MINIMUM SHARED TWO-WAY THROUGH TRAVEL WAY WITH FLAGGERS ON AGGREGATE BASE COURSE WITH CONTRACTOR UTILIZING EXISTING WIDTH AS NEEDED TO REMOVE ROAD SURFACING AND CONSTRUCTING FINISHED ROADWAY GRADES. MINIMUM BUFFERS ARE TO BE MAINTAINED AS SHOWN IN CONSTRUCTION STAGING TYPICAL DETAILS BETWEEN TRAFFIC AND CONSTRUCTION WORK ZONES. UNOBSTRUCTED TWO-WAY TRAFFIC SHALL BE RESTORED OUTSIDE CONSTRUCTION HOURS.

THE CONTRACTOR SHALL MAINTAIN TRAVERSABLE HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN THE GRADED AGGREGATE BASE COURSE DRIVING SURFACE AND EXISTING PAVED ROADWAY. CONTRACTOR SHALL DEVELOP HORIZONTAL TRANSITIONS WHICH MEET ODOT STANDARD DRAWING TM800 TAPER REQUIREMENTS BASED ON ROADWAY SIGNED SPEEDS. CONTRACTOR SHALL DEVELOP VERTICAL TRANSITIONS NOT TO EXCEED 10% GRADES AND ALGEBRAIC DIFFERENCES OF 6% BETWEEN SURFACES. CONTRACTOR SHALL SUBMIT PROPOSED HORIZONTAL AND VERTICAL TRANSITION PLAN INCLUDING TYPICAL APPROACH SIGNS FOR APPROVAL BY THE CITY OF WOODBURN.

WHEN THE INTERSECTION AT N. FRONT STREET AND E. HARDCASTLE IS CLOSED AND DETOUR IS IN PLACE THE CONTRACTOR SHALL BUILD THE EASTERN CURB LINE AND ASPHALT AT INTERSECTION WITH E. HARDCASTLE AVE 6' BEYOND THE UPRR RIGHT OF WAY TO PLACE TEMPORARY BARRIER.



**(STAGE 1, PHASE 3A: RECONSTRUCT CURB AND GUTTER AND TRAVEL LANES OUTSIDE CONSTRUCTION HOURS (N. FRONT STREET IMPROVEMENTS))**

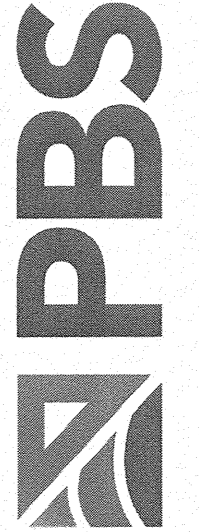
CONSTRUCTION STAGING NOTES:  
PRIOR TO THE END OF OF DAILY CONSTRUCTION ACTIVITIES TRAFFIC SHALL BE TRANSITIONED TO A 20' MINIMUM TWO-WAY TRAFFIC CONFIGURATION. MINIMUM BUFFERS ARE TO BE MAINTAINED AS SHOWN IN CONSTRUCTION STAGING TYPICAL DETAILS BETWEEN TRAFFIC AND WORK ZONES. LOCATION OF TRAFFIC WITHIN THE PROPOSED ROADWAY PRISM WILL BE DETERMINED BY THE CONTRACTOR BASED ON PROGRESS COMPLETED DURING CONSTRUCTION HOURS INCLUDING HORIZONTAL AND VERTICAL TRANSITIONS BACK TO PAVED EXISTING ROADWAY SURFACING. TRAFFIC SHALL BE DELINEATED BY TUBULAR MARKERS THROUGH THE WORK ZONE AND TRANSITION UP TO THE SURFACE WITH EXISTING PAVED ROADWAY.

THE CONTRACTOR SHALL MAINTAIN TRAVERSABLE HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN THE GRADED AGGREGATE BASE COURSE DRIVING SURFACE AND EXISTING PAVED ROADWAY. CONTRACTOR SHALL DEVELOP HORIZONTAL TRANSITIONS WHICH MEET ODOT STANDARD DRAWING TM800 TAPER REQUIREMENTS BASED ON ROADWAY SIGNED SPEEDS. CONTRACTOR SHALL DEVELOP VERTICAL TRANSITIONS NOT TO EXCEED 10% GRADES AND ALGEBRAIC DIFFERENCES OF 6% BETWEEN SURFACES. CONTRACTOR SHALL SUBMIT PROPOSED HORIZONTAL AND VERTICAL TRANSITION PLAN INCLUDING TYPICAL APPROACH SIGNS FOR APPROVAL BY THE CITY OF WOODBURN.

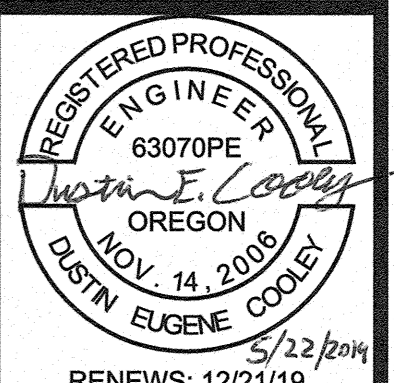
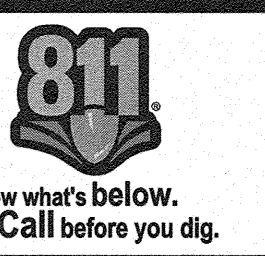
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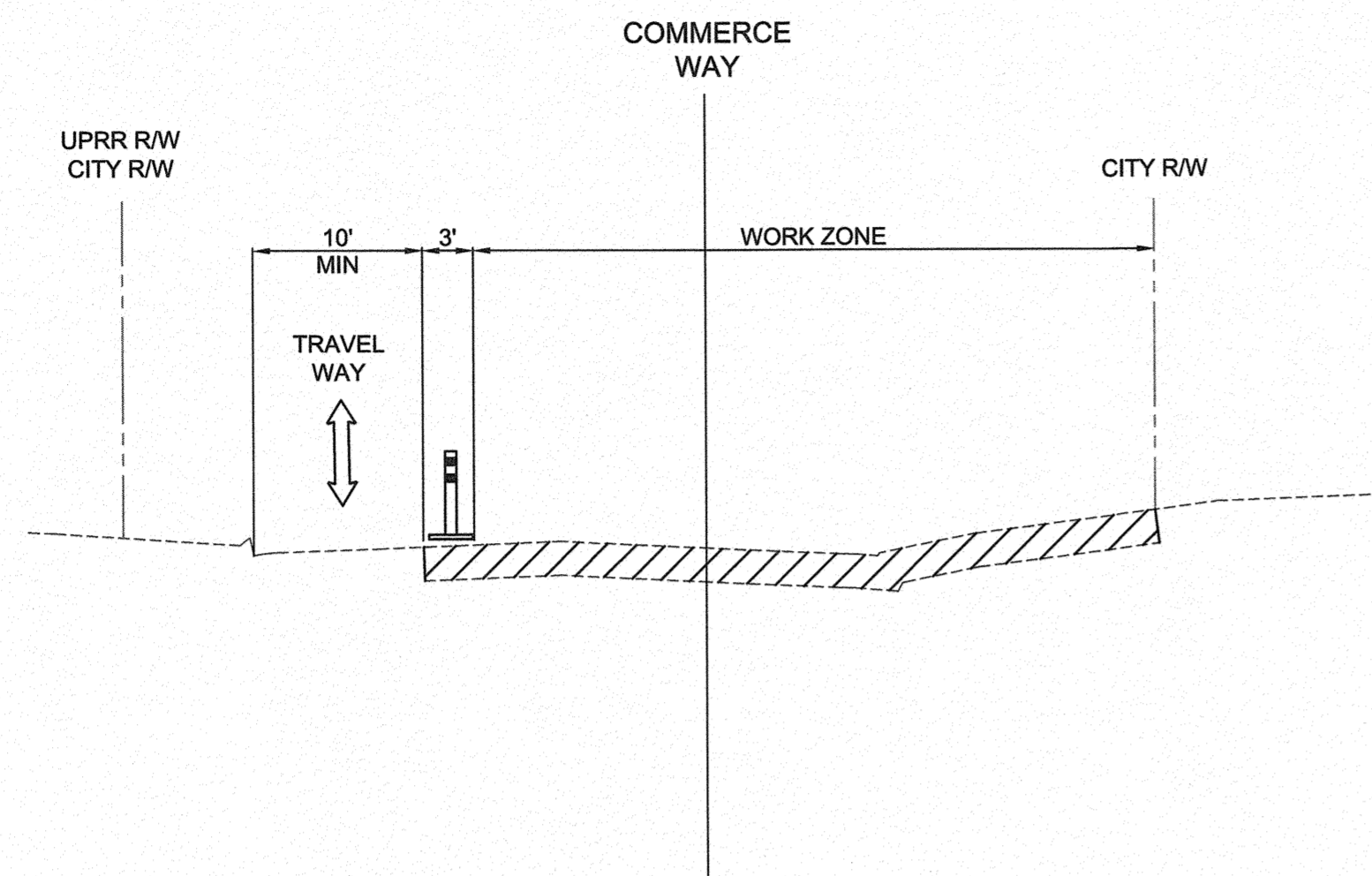


**STAGING PLAN - STAGE 1, PHASE 3 & 3A FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
**A SITE LOCATED IN THE CITY OF WOODBURN, OREGON**



DESIGNED: DPS
CHECKED: DAHJAM
MAY 21, 2019 74001.000
SHEET ID <b>C605</b>
SHEET <b>26</b> OF <b>36</b>

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**STAGE 2, PHASE 1: RECONSTRUCT TRAVEL LANES DURING CONSTRUCTION HOURS  
(E. HARDCASTLE AVE AND COMMERCE WAY IMPROVEMENTS)**

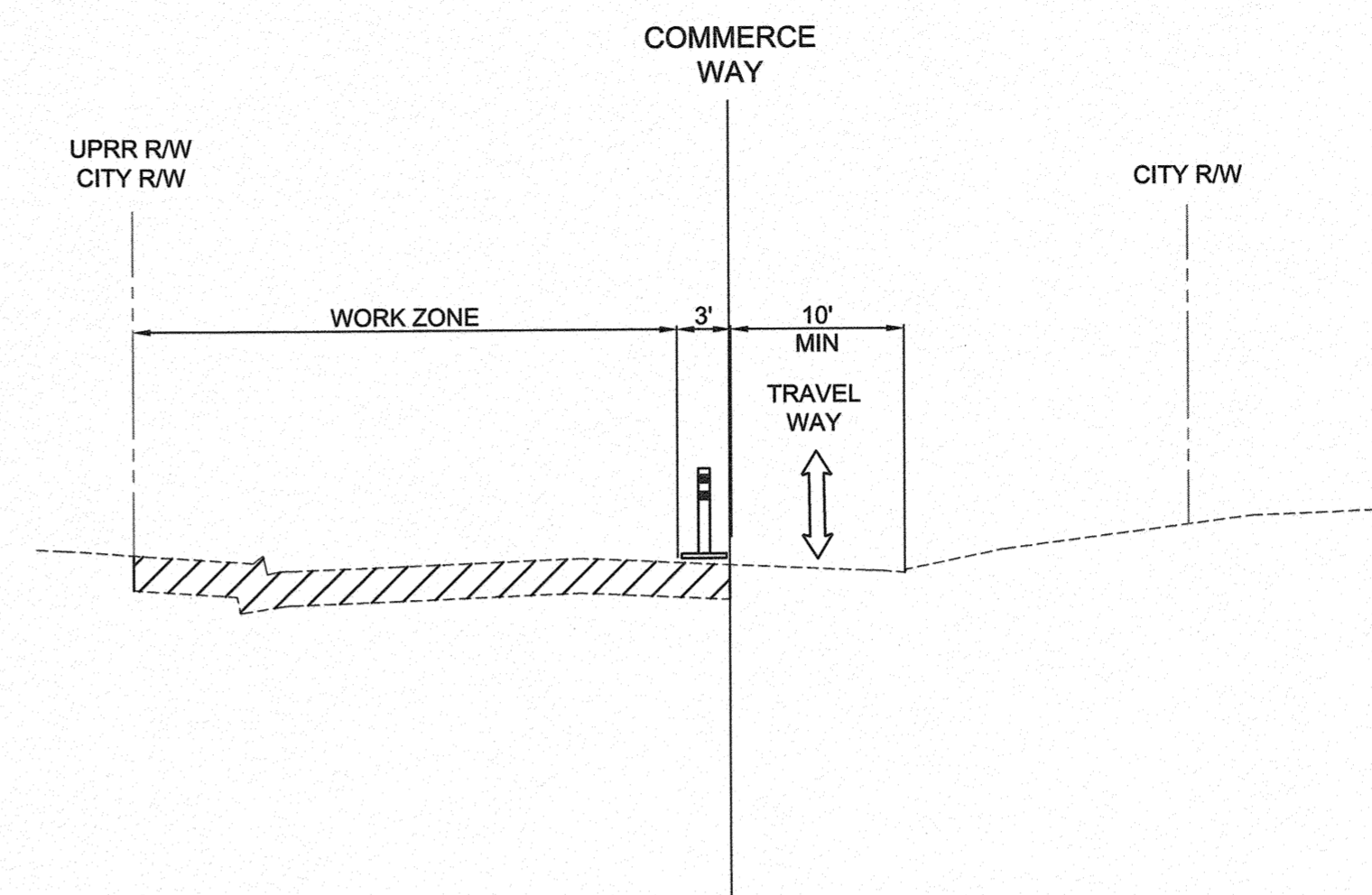
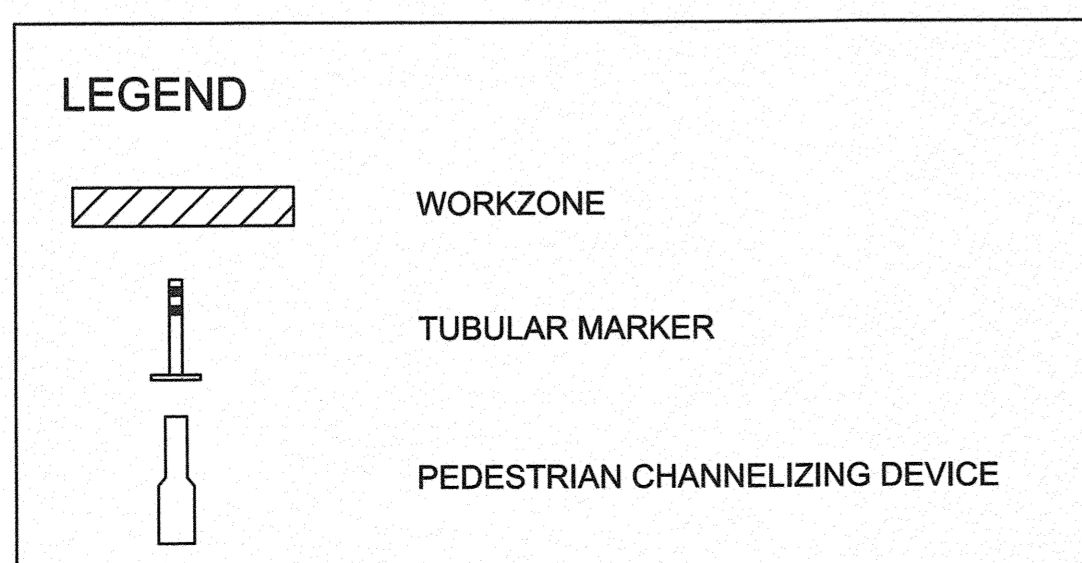
**CONSTRUCTION STAGING NOTES:**  
TYPICAL APPROACH AS SHOWN IS FOR BIDDING AND ESTIMATING PURPOSES. THE CONTRACTOR SHALL SUPPLY ADDITIONAL STAGING PLANS FOR APPROVAL BY CITY OF WOODBURN.

LANE CLOSURES SHALL REQUIRE MAINTAINING OF 10' MINIMUM SHARED TWO-WAY THROUGH TRAVEL WAY WITH FLAGGERS ON EXISTING ROADWAY SURFACING. MINIMUM BUFFERS ARE TO BE MAINTAINED AS SHOWN IN CONSTRUCTION STAGING TYPICAL DETAILS BETWEEN TRAFFIC AND CONSTRUCTION WORK ZONES. UNOBSTRUCTED TWO-WAY TRAFFIC SHALL BE RESTORED OUTSIDE CONSTRUCTION HOURS.

LANE CLOSURES SHALL REQUIRE MAINTAINING OF 10' MINIMUM SHARED TWO-WAY THROUGH TRAVEL WAY WITH FLAGGERS ON AGGREGATE BASE COURSE WITH CONTRACTOR UTILIZING EXISTING WIDTH AS NEEDED TO REMOVE ROAD SURFACING AND CONSTRUCTING FINISHED ROADWAY GRADES. MINIMUM BUFFERS ARE TO BE MAINTAINED AS SHOWN IN CONSTRUCTION STAGING TYPICAL DETAILS BETWEEN TRAFFIC AND CONSTRUCTION WORK ZONES. UNOBSTRUCTED TWO-WAY TRAFFIC SHALL BE RESTORED OUTSIDE CONSTRUCTION HOURS.

THE CONTRACTOR SHALL MAINTAIN TRAVERSABLE HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN THE GRADED AGGREGATE BASE COURSE DRIVING SURFACE AND EXISTING PAVED ROADWAY. CONTRACTOR SHALL DEVELOP HORIZONTAL TRANSITIONS WHICH MEET ODOT STANDARD DRAWING TM800 TAPER REQUIREMENTS BASED ON ROADWAY SIGNED SPEEDS. CONTRACTOR SHALL DEVELOP VERTICAL TRANSITIONS NOT TO EXCEED 10% GRADES AND ALGEBRAIC DIFFERENCES OF 6% BETWEEN SURFACES. CONTRACTOR SHALL SUBMIT PROPOSED HORIZONTAL AND VERTICAL TRANSITION PLAN INCLUDING TYPICAL APPROACH SIGNS FOR APPROVAL BY THE CITY OF WOODBURN.

E. HARDCASTLE SHALL BE CLOSED WITH LOCAL ACCESS ONLY MAINTAINED WEST OF CORBY STREET TO ACCOMMODATIONS ADJACENT PROPERTY OWNER ACCESS AND WB-67 TRUCK DELIVERIES.



**STAGE 2, PHASE 2: RECONSTRUCT TRAVEL LANES DURING CONSTRUCTION HOURS  
(E. HARDCASTLE AVE AND COMMERCE WAY IMPROVEMENTS)**

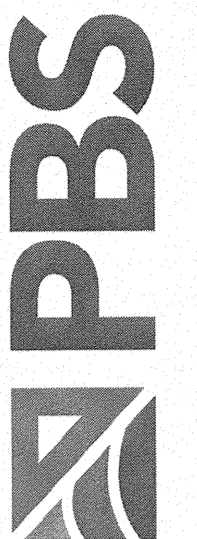
**CONSTRUCTION STAGING NOTES:**  
TYPICAL APPROACH AS SHOWN IS FOR BIDDING AND ESTIMATING PURPOSES. THE CONTRACTOR SHALL SUPPLY ADDITIONAL STAGING PLANS FOR APPROVAL BY CITY OF WOODBURN.

LANE CLOSURES SHALL REQUIRE MAINTAINING OF 10' MINIMUM SHARED TWO-WAY THROUGH TRAVEL WAY WITH FLAGGERS ON AGGREGATE BASE COURSE WITH CONTRACTOR UTILIZING EXISTING WIDTH AS NEEDED TO REMOVE ROAD SURFACING AND CONSTRUCTING FINISHED ROADWAY GRADES. MINIMUM BUFFERS ARE TO BE MAINTAINED AS SHOWN IN CONSTRUCTION STAGING TYPICAL DETAILS BETWEEN TRAFFIC AND CONSTRUCTION WORK ZONES. UNOBSTRUCTED TWO-WAY TRAFFIC SHALL BE RESTORED OUTSIDE CONSTRUCTION HOURS.

THE CONTRACTOR SHALL MAINTAIN TRAVERSABLE HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN THE GRADED AGGREGATE BASE COURSE DRIVING SURFACE AND EXISTING PAVED ROADWAY. CONTRACTOR SHALL DEVELOP HORIZONTAL TRANSITIONS WHICH MEET ODOT STANDARD DRAWING TM800 TAPER REQUIREMENTS BASED ON ROADWAY SIGNED SPEEDS. CONTRACTOR SHALL DEVELOP VERTICAL TRANSITIONS NOT TO EXCEED 10% GRADES AND ALGEBRAIC DIFFERENCES OF 6% BETWEEN SURFACES. CONTRACTOR SHALL SUBMIT PROPOSED HORIZONTAL AND VERTICAL TRANSITION PLAN INCLUDING TYPICAL APPROACH SIGNS FOR APPROVAL BY THE CITY OF WOODBURN.

NIGHT TIME PAVING MAY BE REQUIRED TO LIMIT LARGE TRUCK TRAFFIC THROUGH THE WORK ZONE.

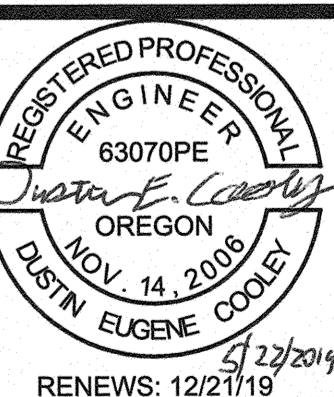
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**STAGING PLAN - STAGE 2, PHASE 1 & 2 FOR:  
HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING  
A SITE LOCATED IN THE CITY OF WOODBURN, OREGON**



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DPS

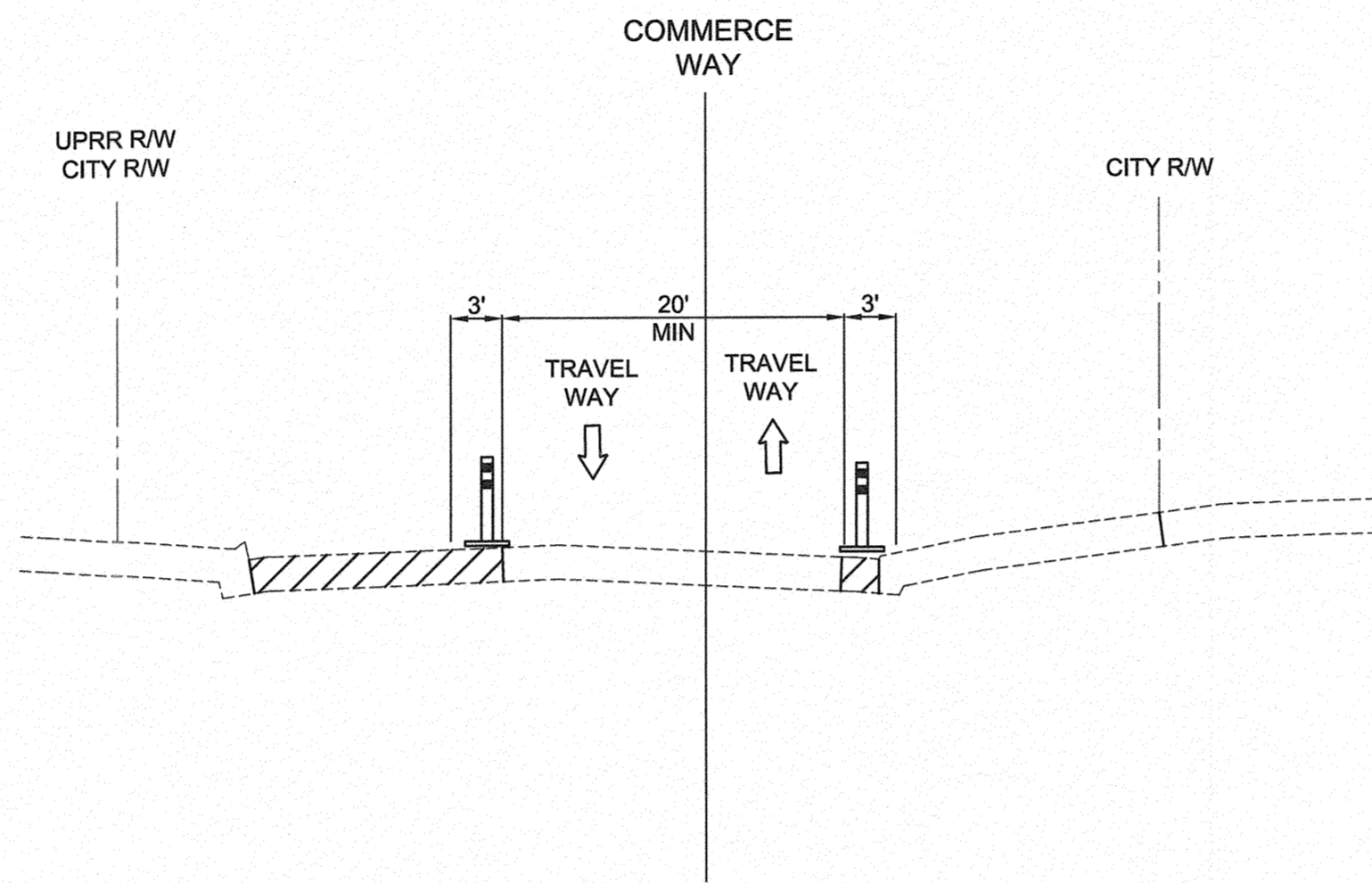
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MAY 21, 2019  
74001.000

SHEET ID  
**C606**

SHEET 27 OF 36

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**STAGE 2, PHASE 2A: RECONSTRUCT TRAVEL LANES OUTSIDE  
CONSTRUCTION HOURS  
(E. HARDCASTLE AVE AND COMMERCE WAY IMPROVEMENTS)**

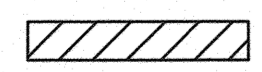


**CONSTRUCTION STAGING NOTES:**

PRIOR TO THE END OF DAILY CONSTRUCTION ACTIVITIES TRAFFIC SHALL BE TRANSITIONED TO A 20' MINIMUM TWO-WAY TRAFFIC CONFIGURATION. MINIMUM BUFFERS ARE TO BE MAINTAINED AS SHOWN IN CONSTRUCTION STAGING TYPICAL DETAILS BETWEEN TRAFFIC AND WORK ZONES. LOCATION OF TRAFFIC WITHIN THE PROPOSED ROADWAY PRISM WILL BE DETERMINED BY THE CONTRACTOR BASED ON PROGRESS COMPLETED DURING CONSTRUCTION HOURS INCLUDING HORIZONTAL AND VERTICAL TRANSITIONS BACK TO PAVED EXISTING ROADWAY SURFACING. TRAFFIC SHALL BE DELINEATED BY TUBULAR MARKERS THROUGH THE WORK ZONE AND TRANSITION UP TO THE SURFACE WITH EXISTING PAVED ROADWAY.

THE CONTRACTOR SHALL MAINTAIN TRAVERSABLE HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN THE GRADED AGGREGATE BASE COURSE DRIVING SURFACE AND EXISTING PAVED ROADWAY. CONTRACTOR SHALL DEVELOP HORIZONTAL TRANSITIONS WHICH MEET ODOT STANDARD DRAWING TM800 TAPER REQUIREMENTS BASED ON ROADWAY SIGNED SPEEDS. CONTRACTOR SHALL DEVELOP VERTICAL TRANSITIONS NOT TO EXCEED 10% GRADES AND ALGEBRAIC DIFFERENCES OF 6% BETWEEN SURFACES. CONTRACTOR SHALL SUBMIT PROPOSED HORIZONTAL AND VERTICAL TRANSITION PLAN INCLUDING TYPICAL APPROACH SIGNS FOR APPROVAL BY THE CITY OF WOODBURN.

INTERSECTION AND ROADWAY CONFIGURATIONS OUTSIDE OF CONSTRUCTION HOURS SHALL ACCOMMODATE PROPERTY OWNER ACCESS AND WB-67 TRUCK DELIVERIES.

**LEGEND**

-  WORKZONE
-  TUBULAR MARKER
-  PEDESTRIAN CHANNELIZING DEVICE

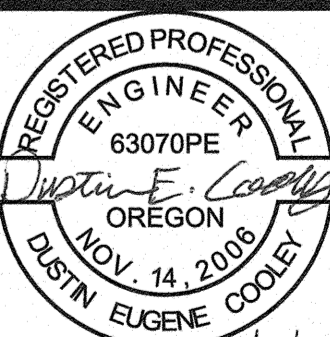
STAGING PLAN - STAGE 2, PHASE 2A FOR:

**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**

A SITE LOCATED IN THE CITY OF WOODBURN, OREGON



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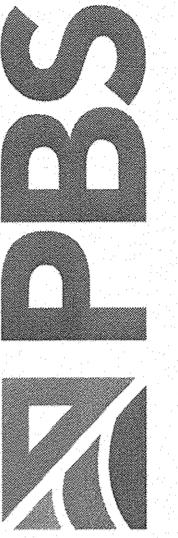
MAY 21, 2019  
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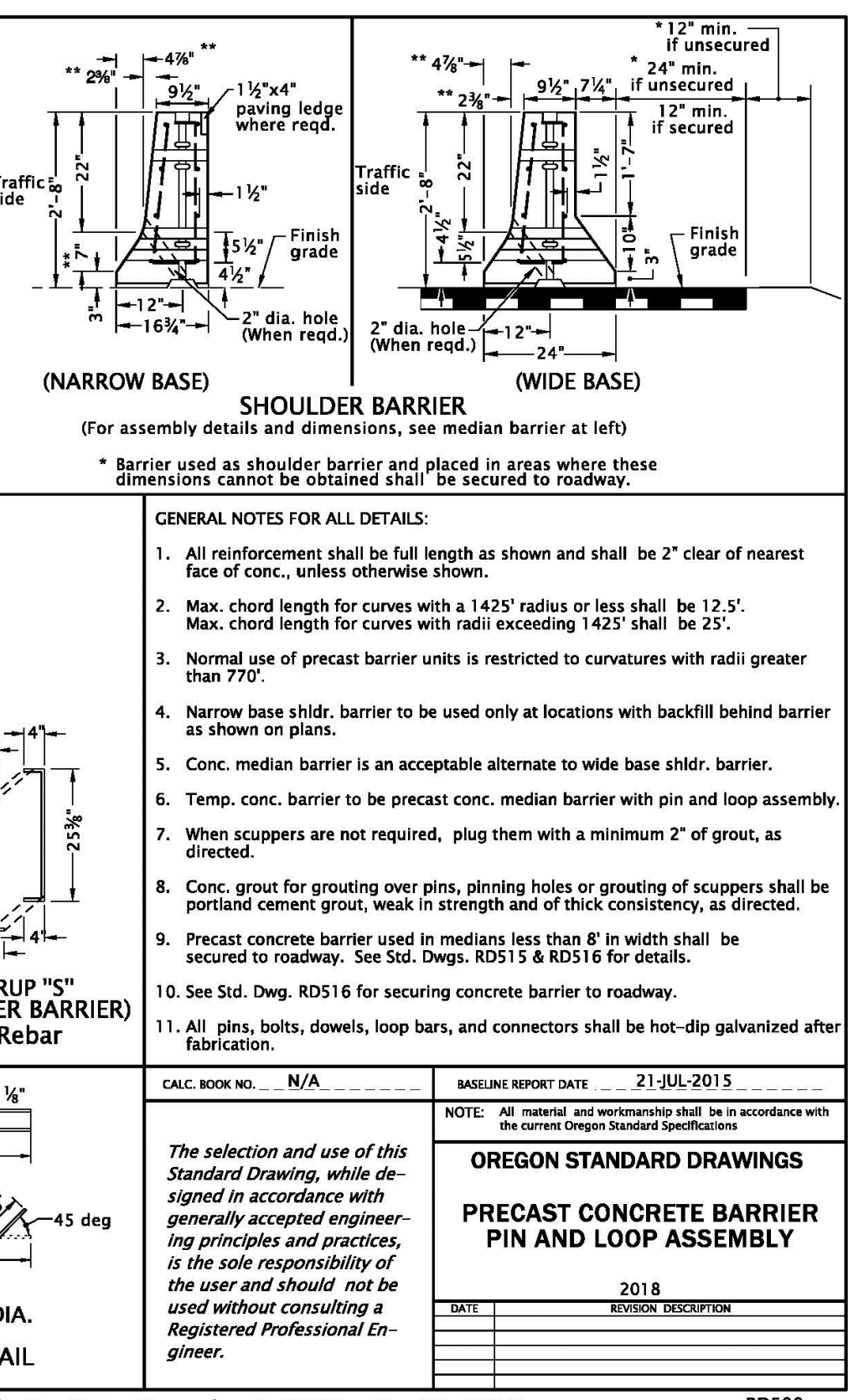
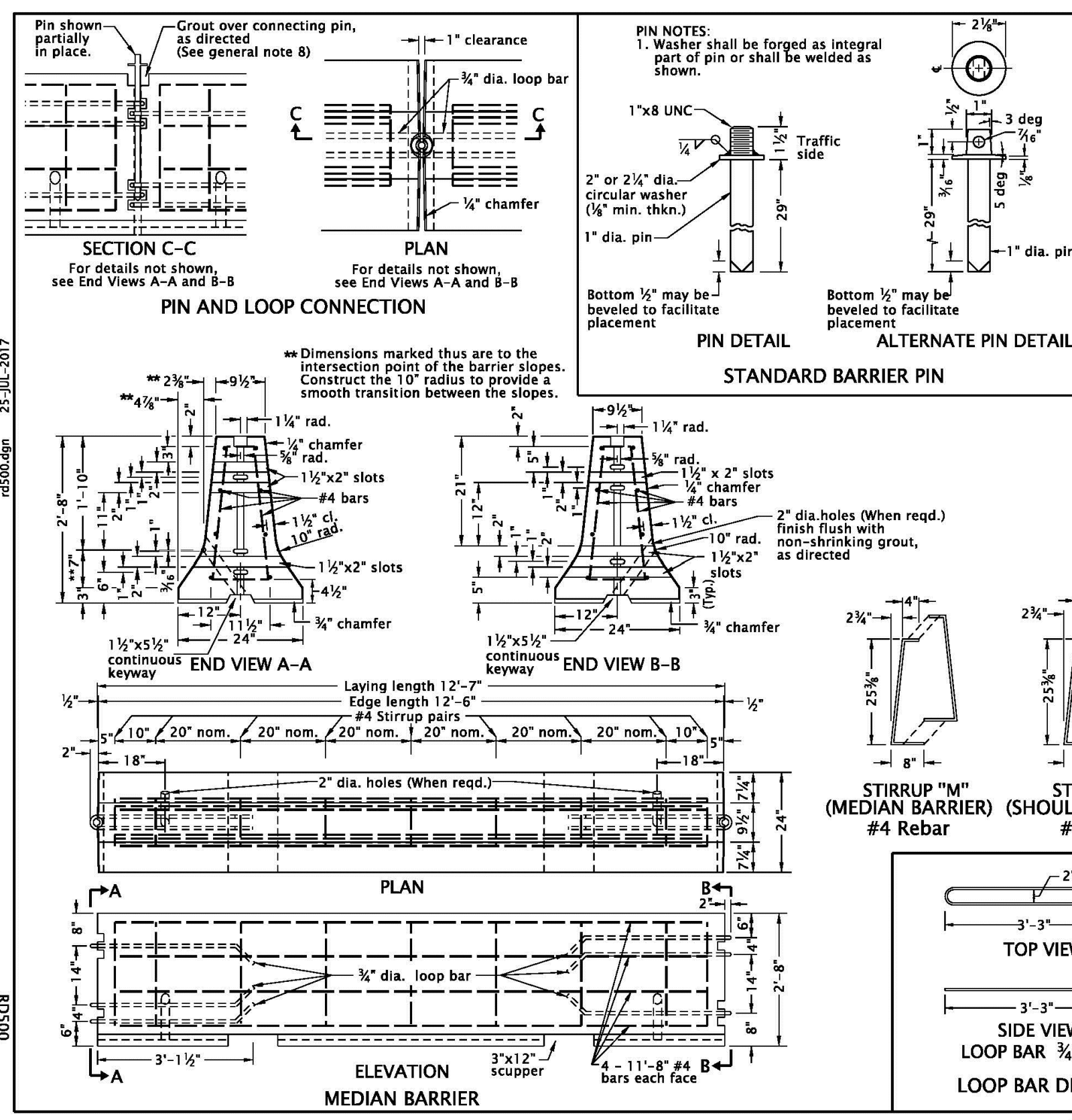
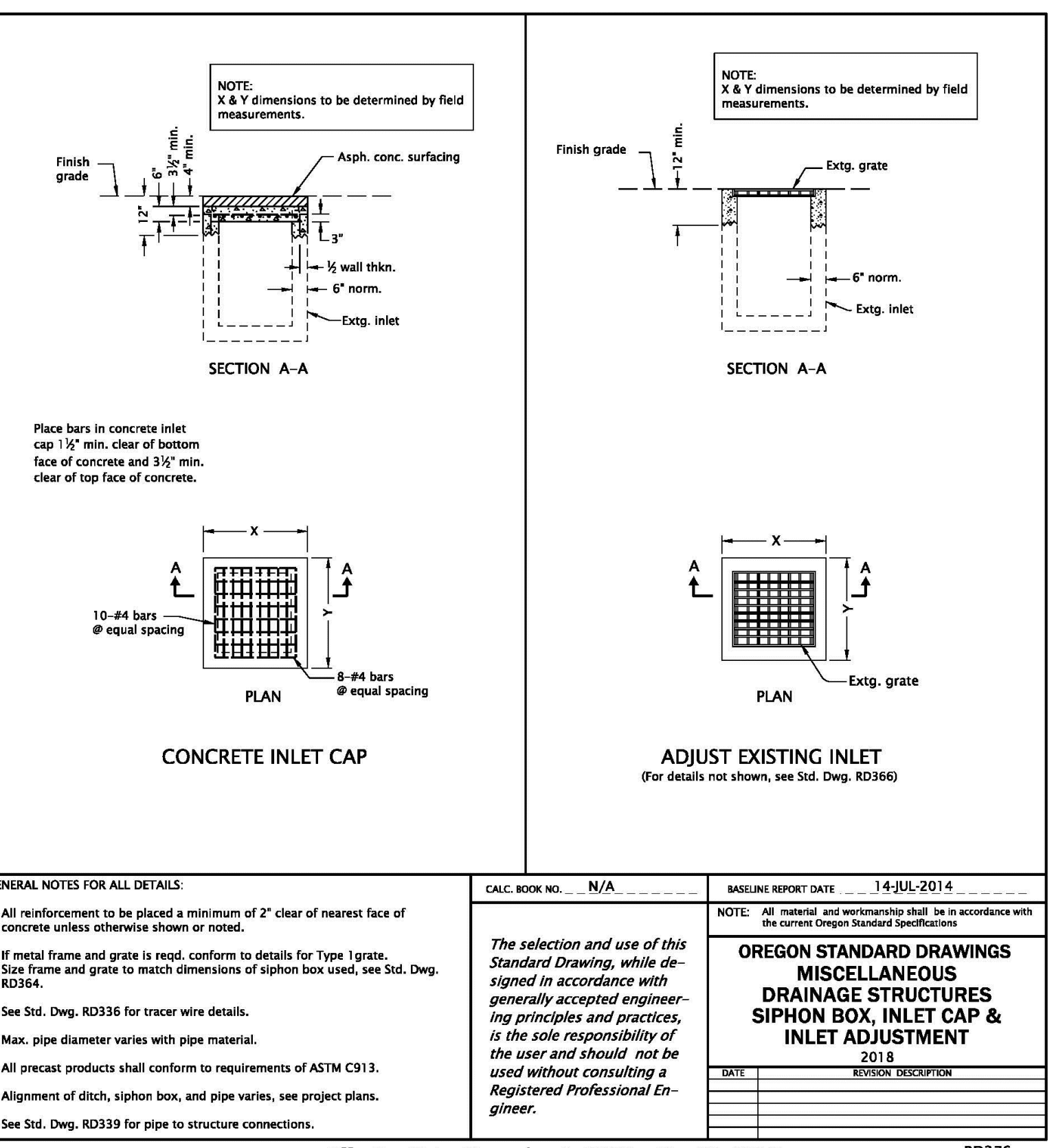
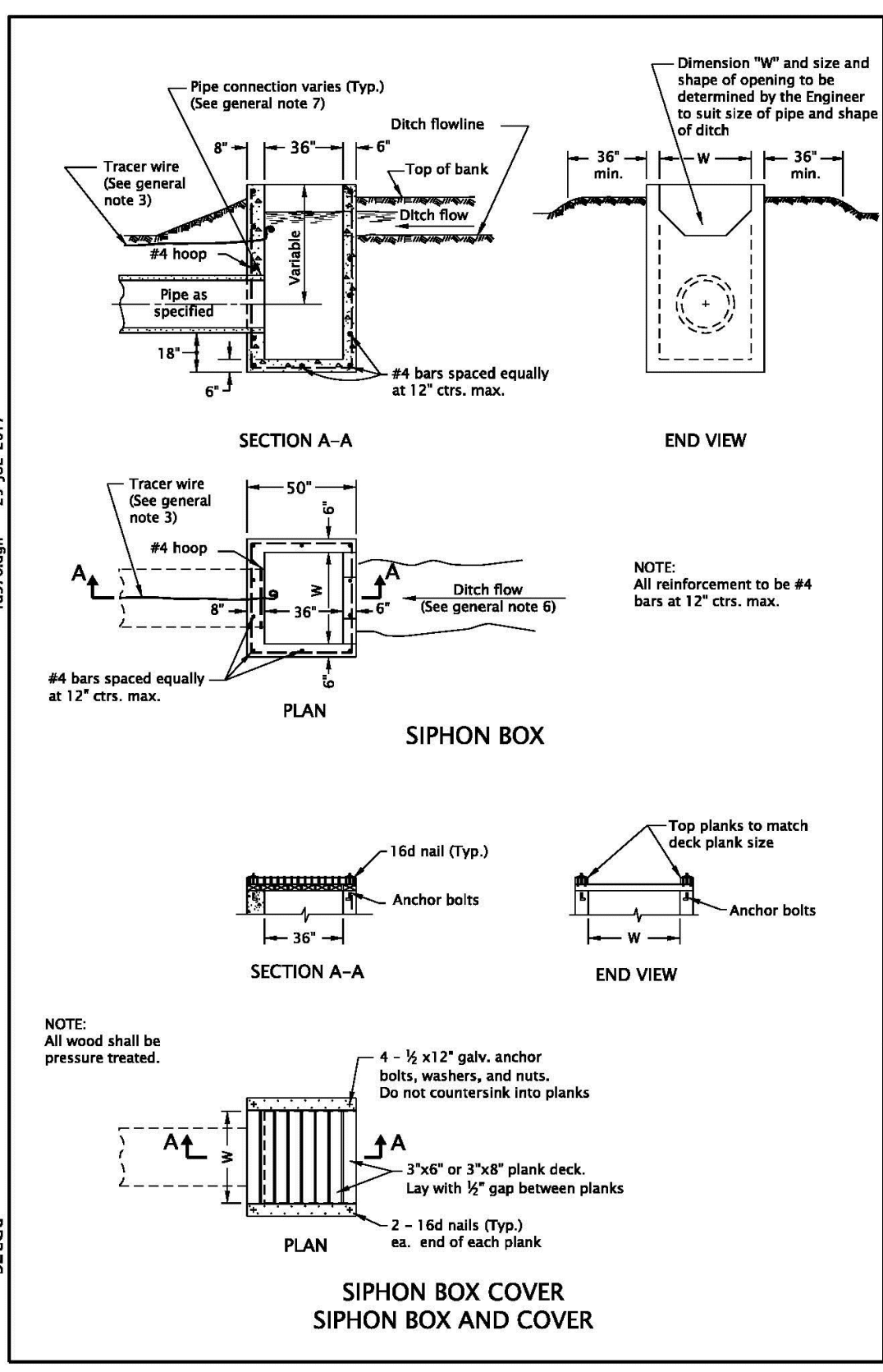
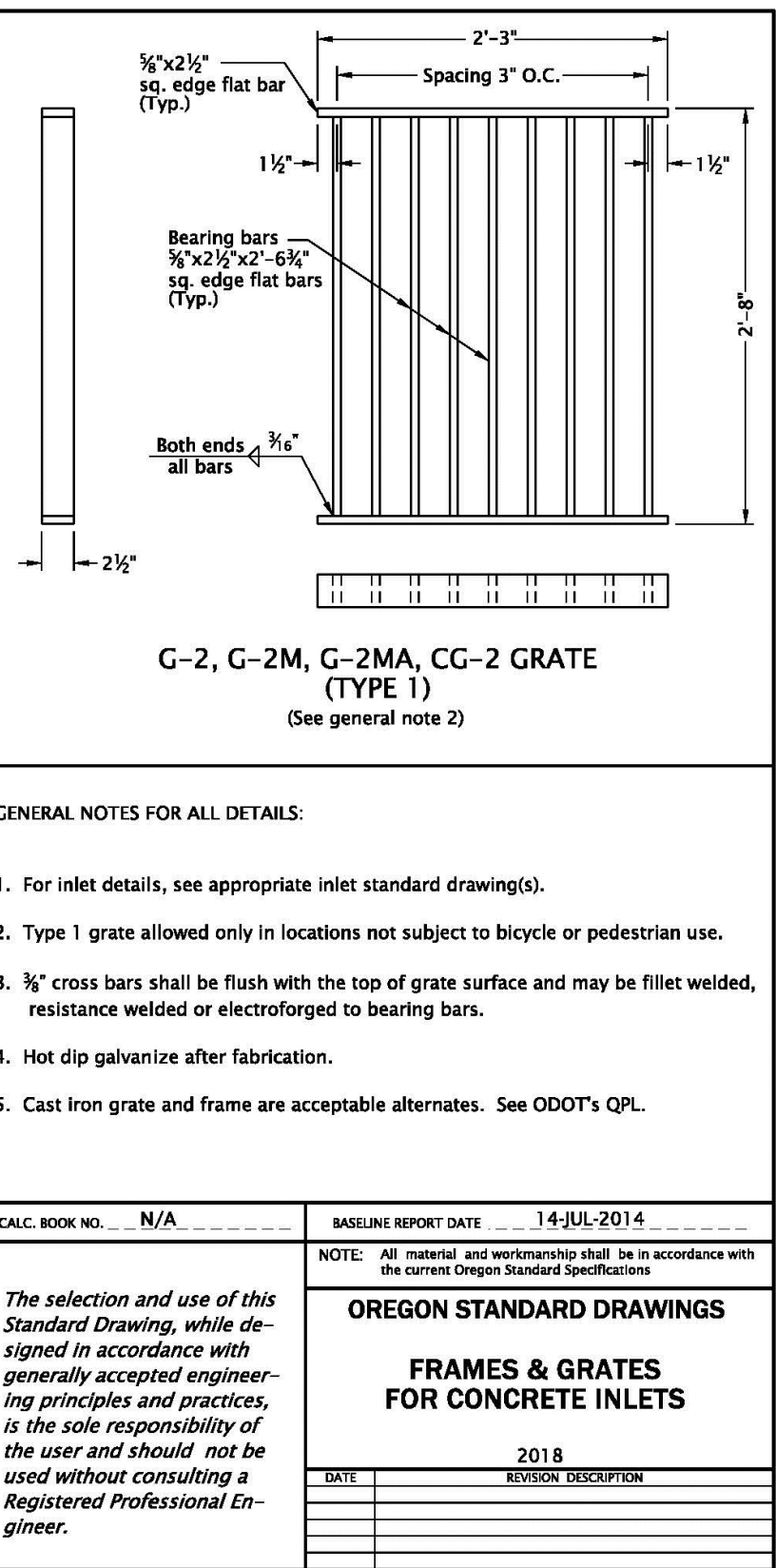
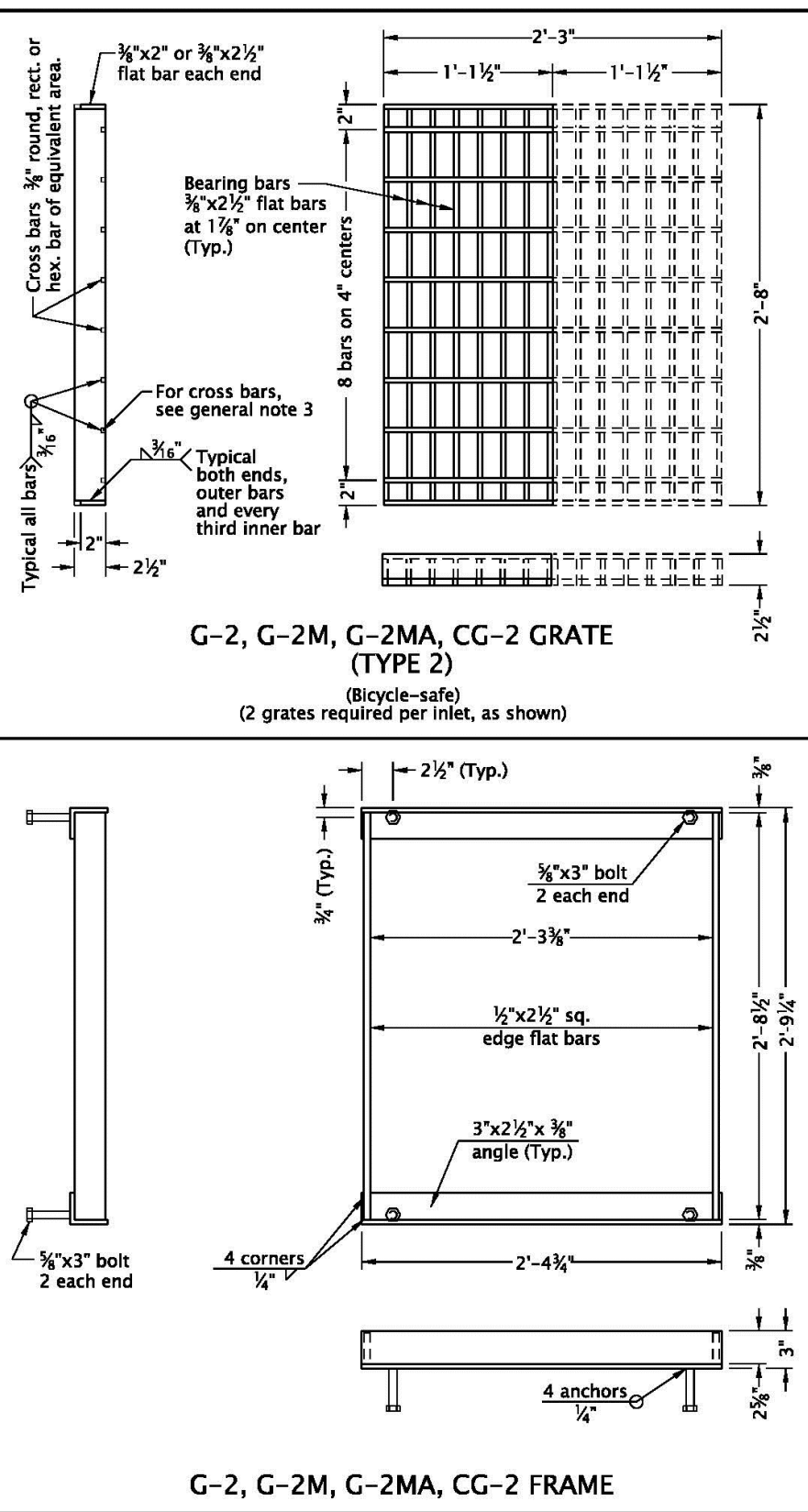
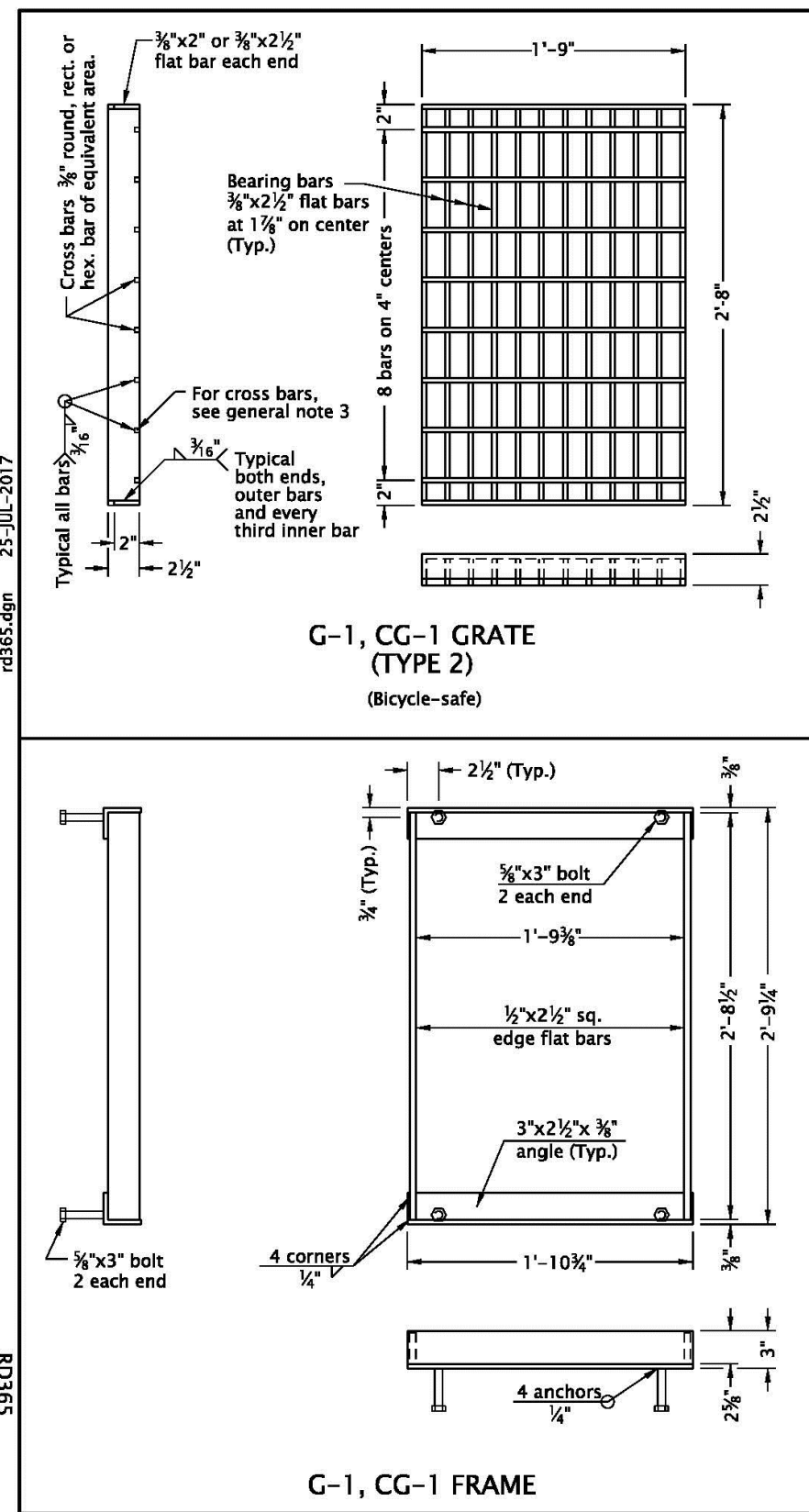
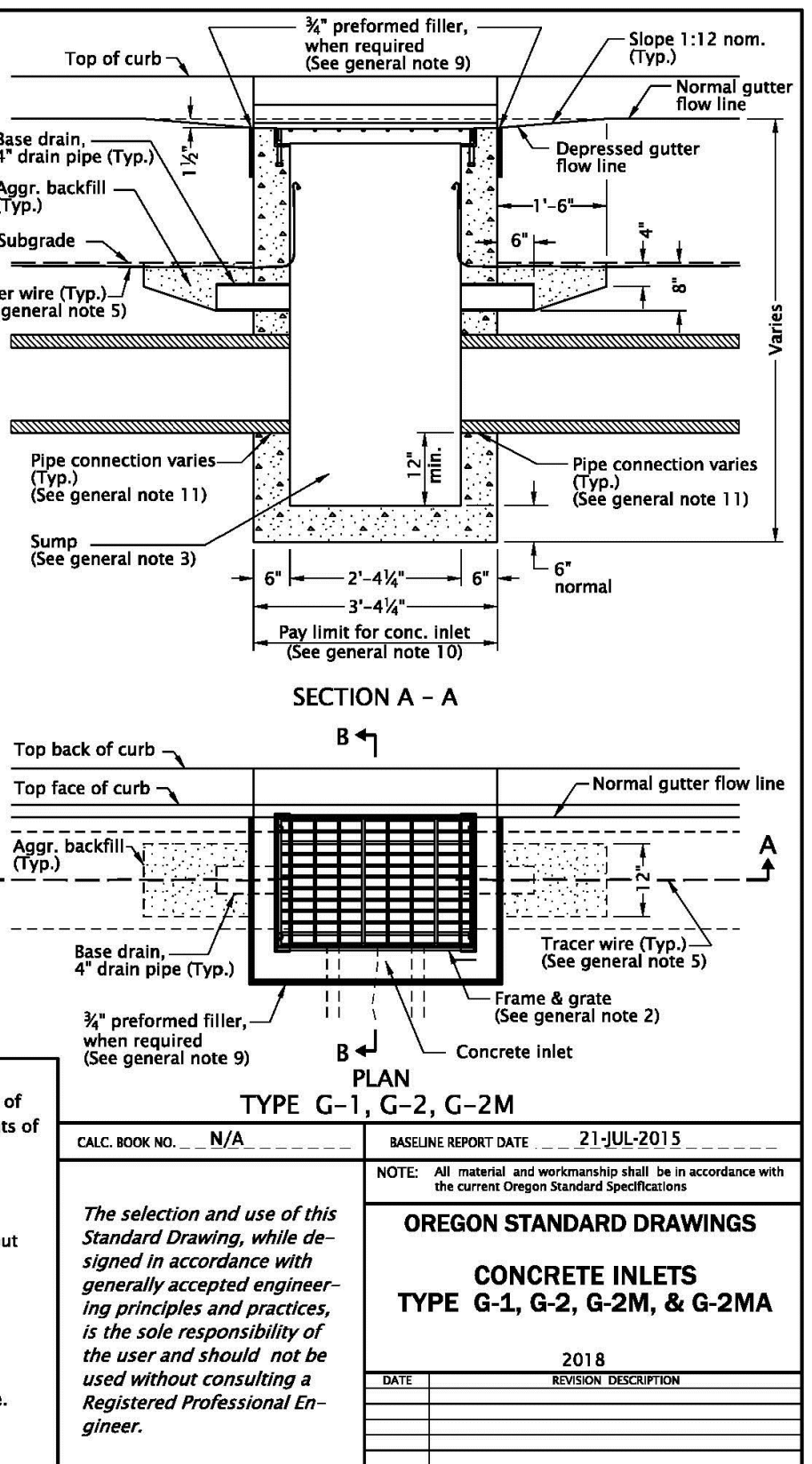
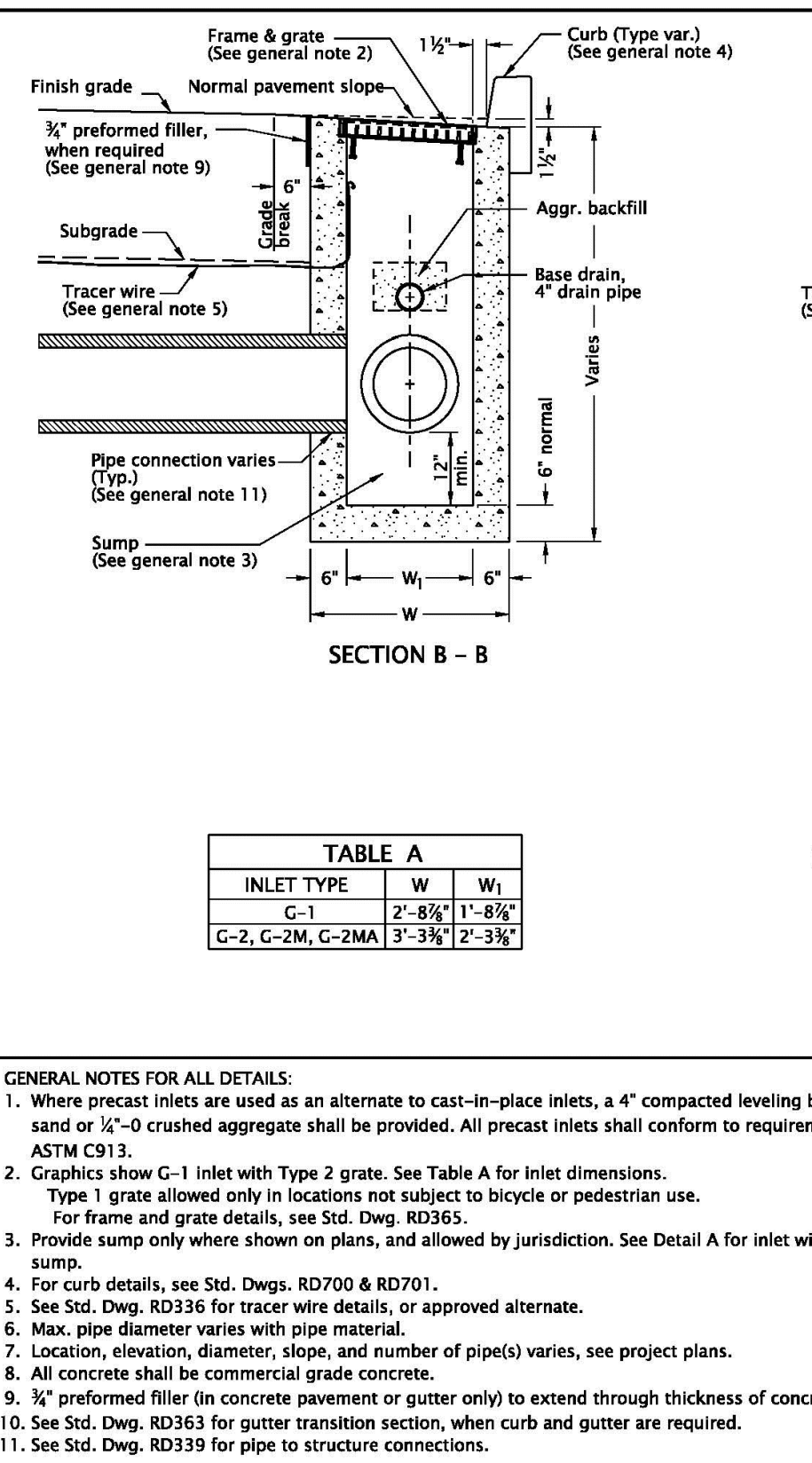
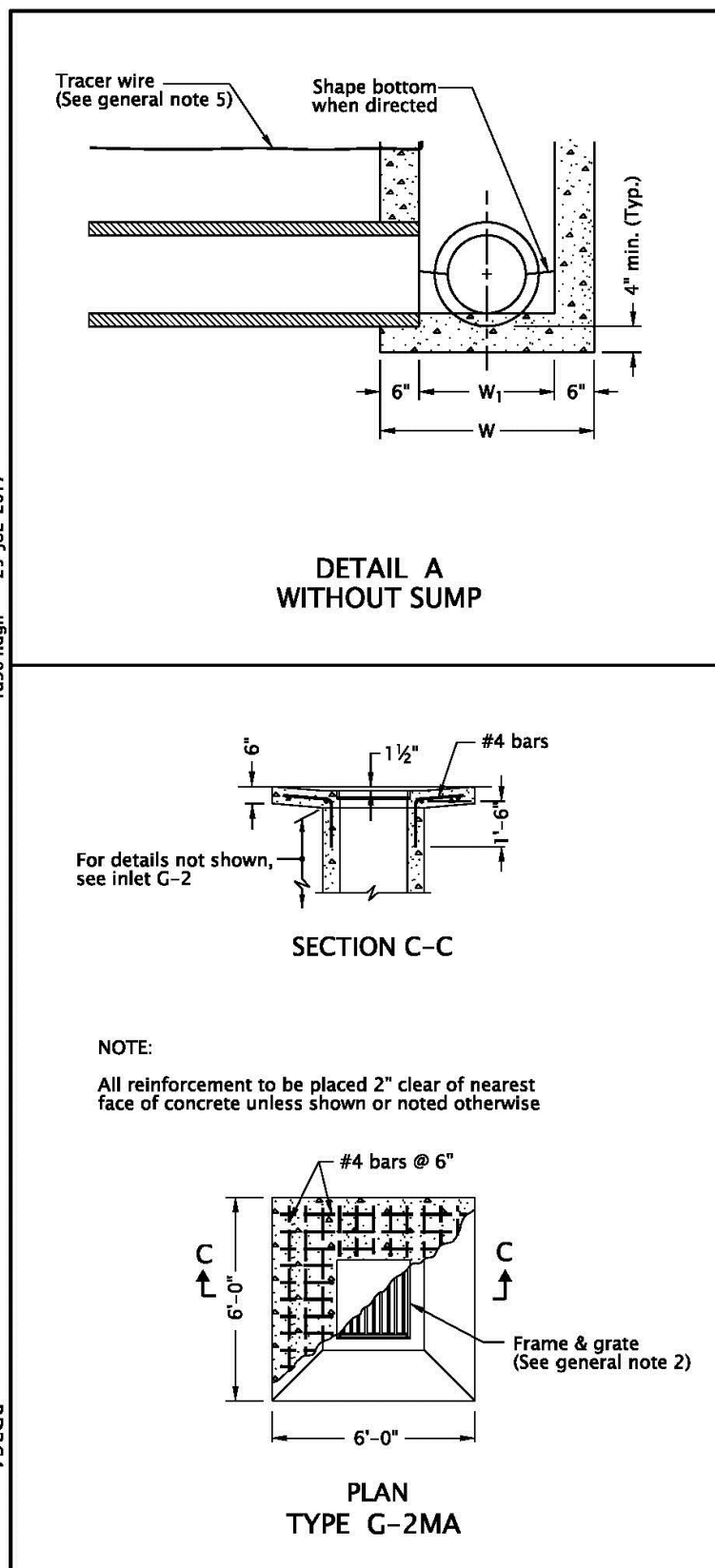
**C607**

SHEET 28 OF 36

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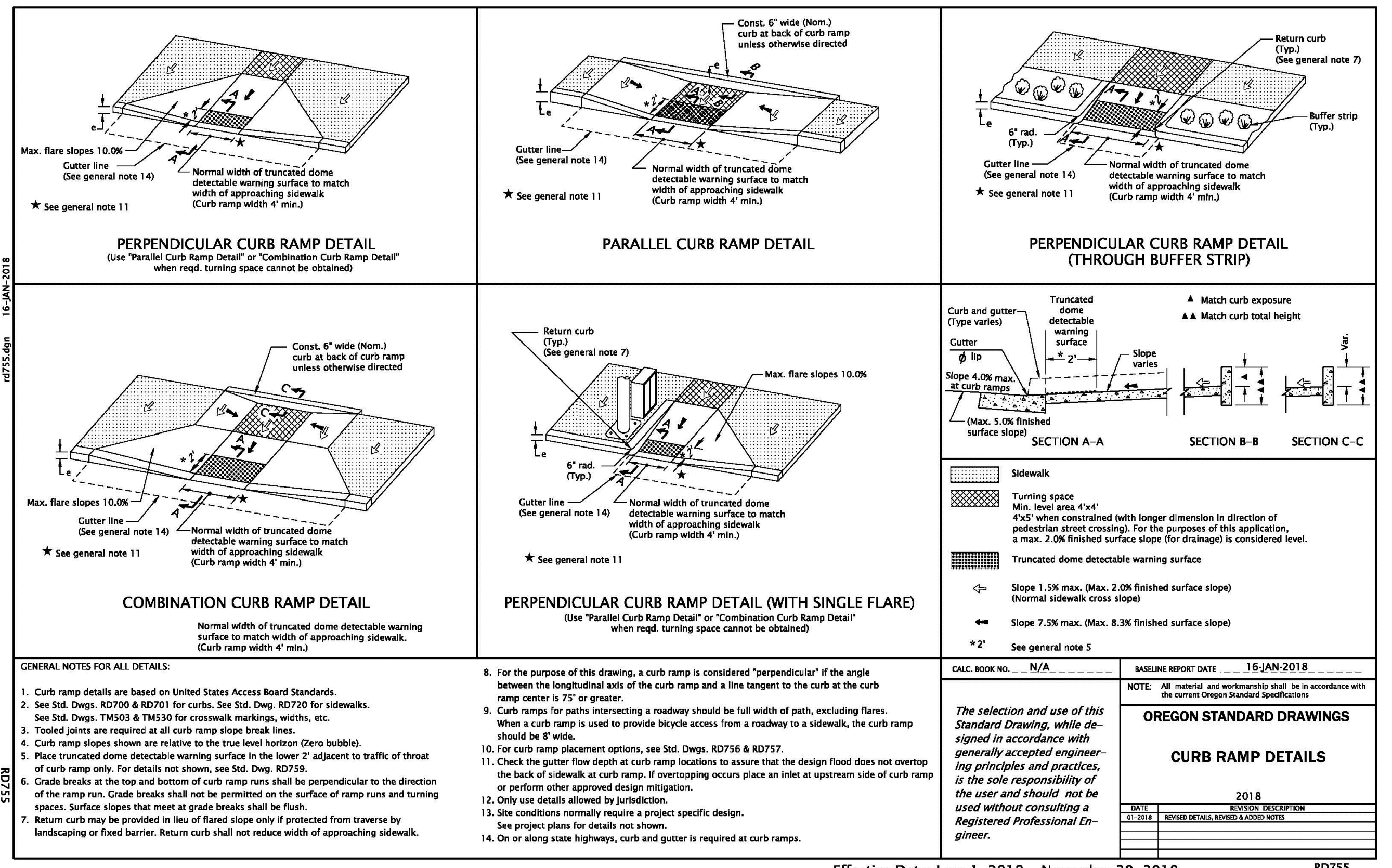
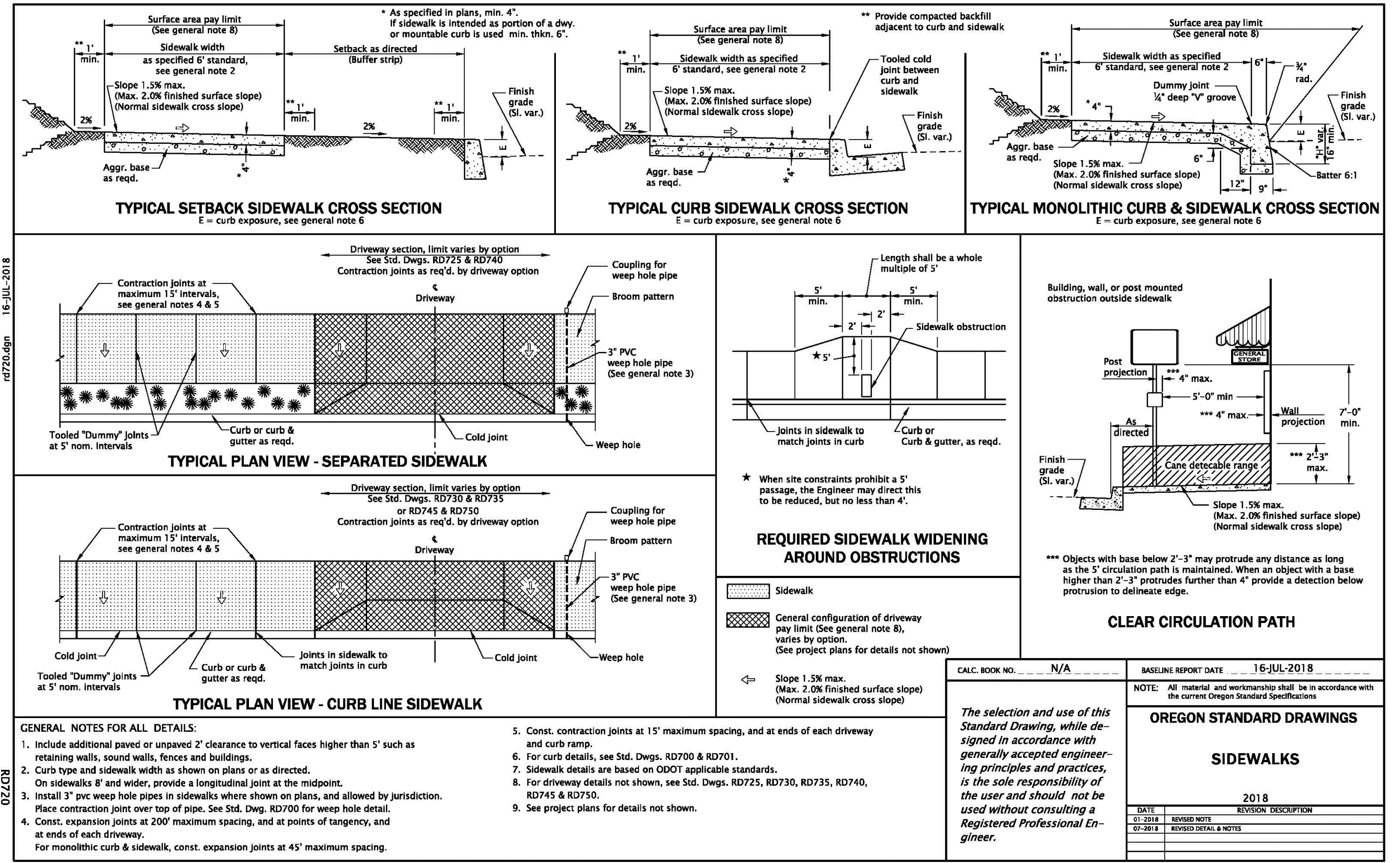
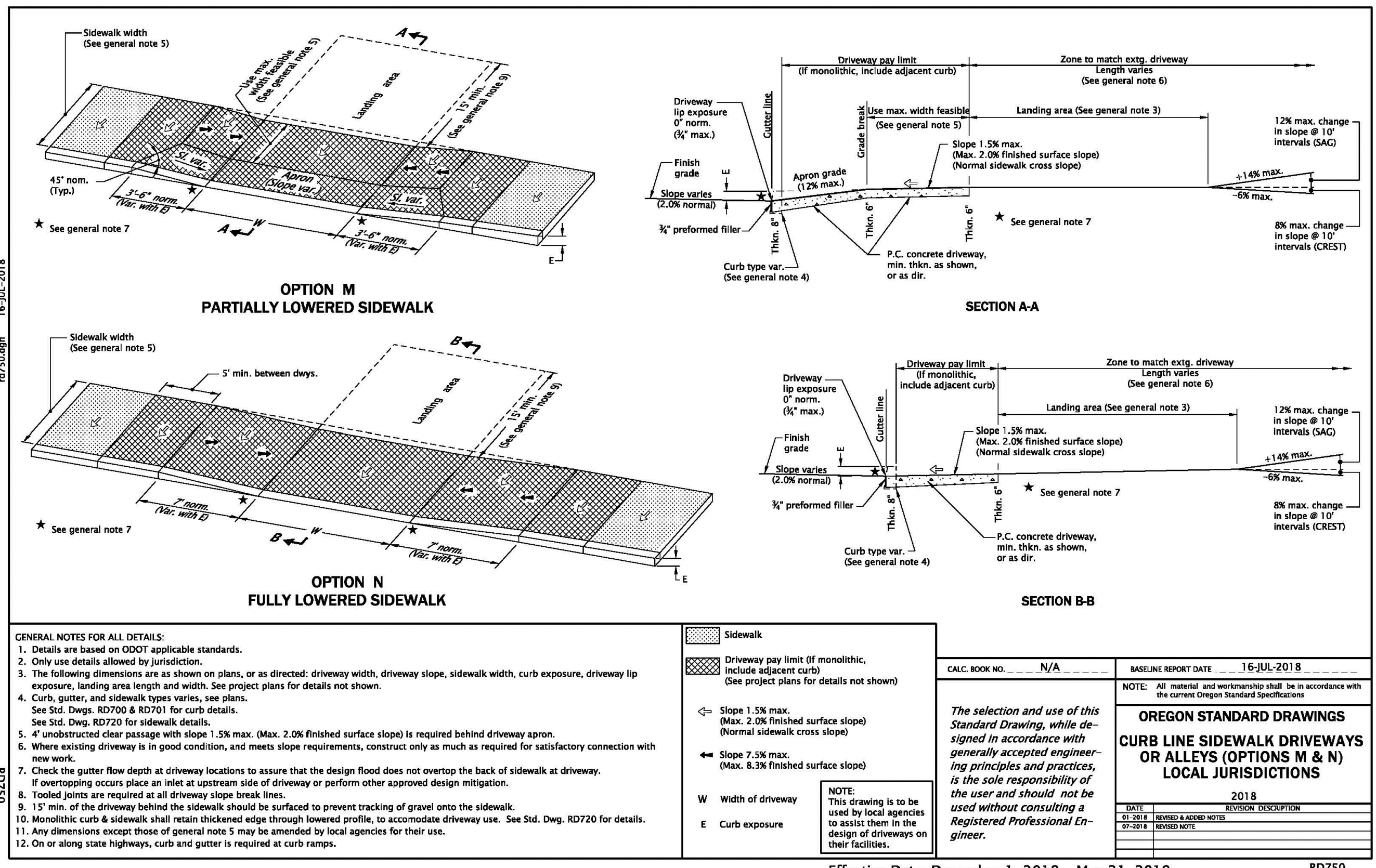
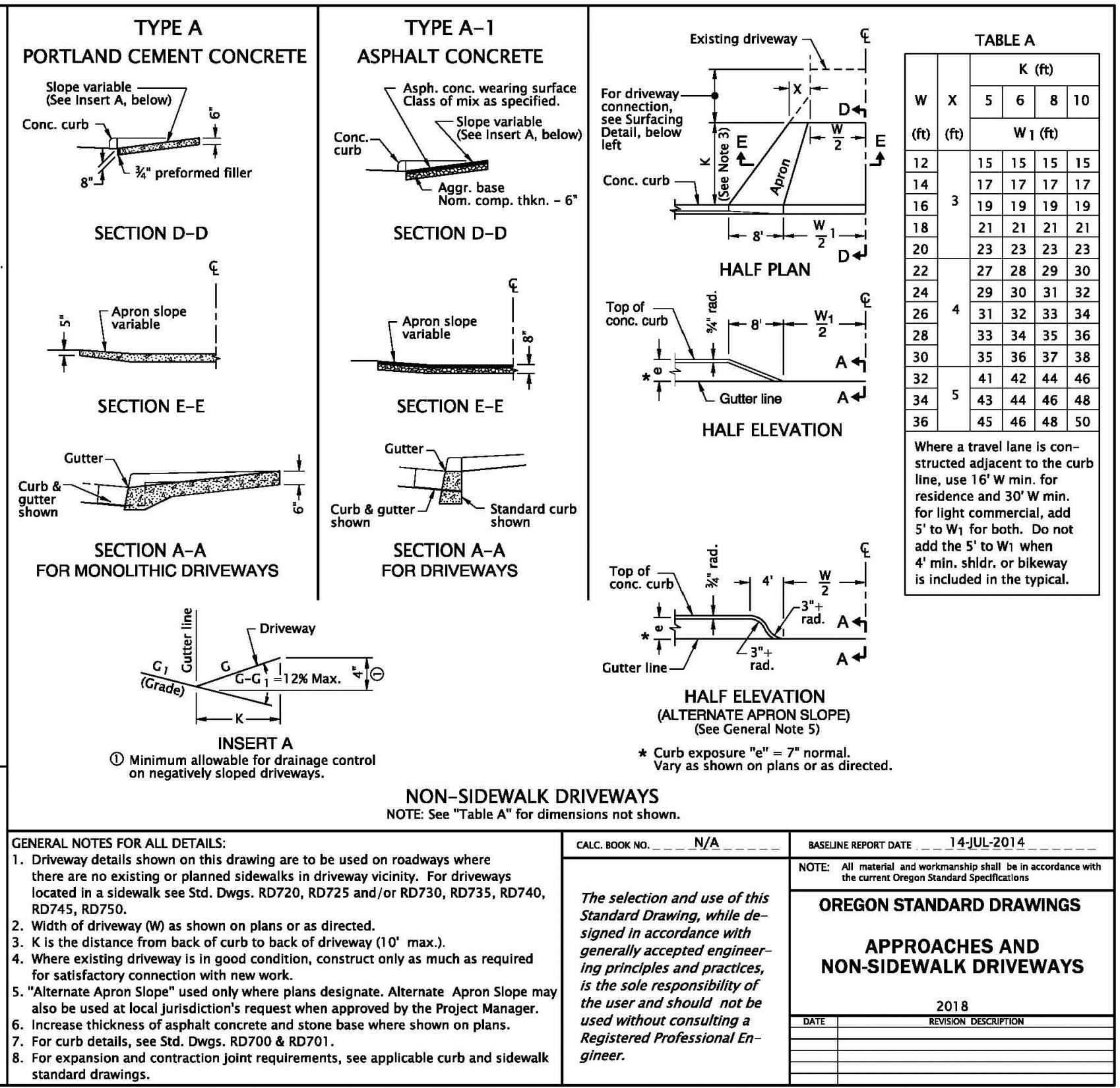
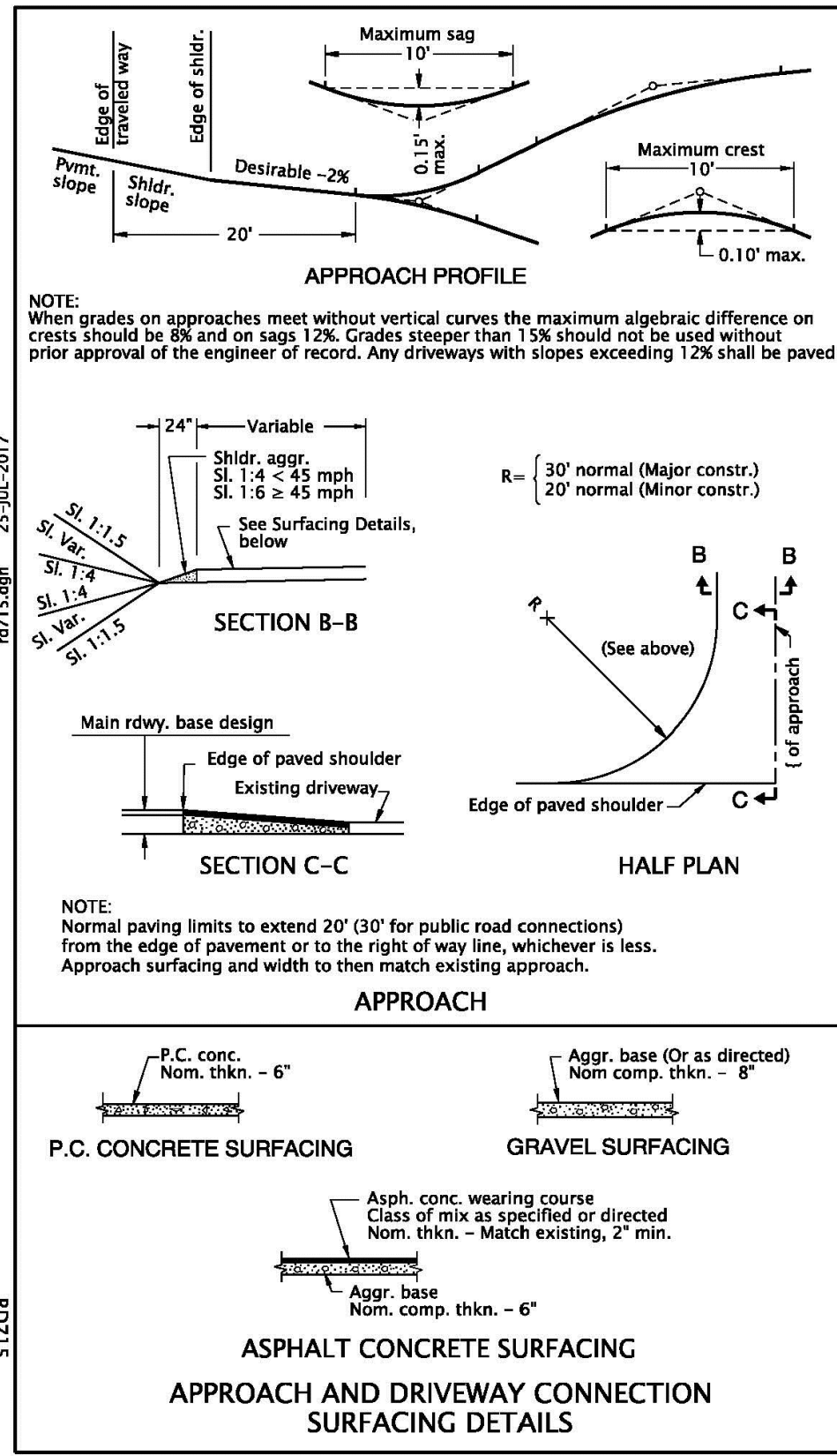
**ODOT STANDARD DETAILS FOR:**  
**HARDCASTLE AVENUE REALIGNMENT & RAILROAD CROSSING**  
**A SITE LOCATED IN THE CITY OF WOODBURN, OREGON**

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 MAY 21, 2019  
 74001.000  
**SHEET ID**  
**C702**  
 SHEET **30** OF **36**

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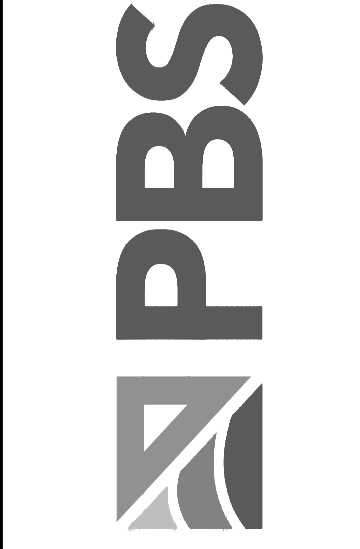




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 rd755.dgn 16-JAN-2018  
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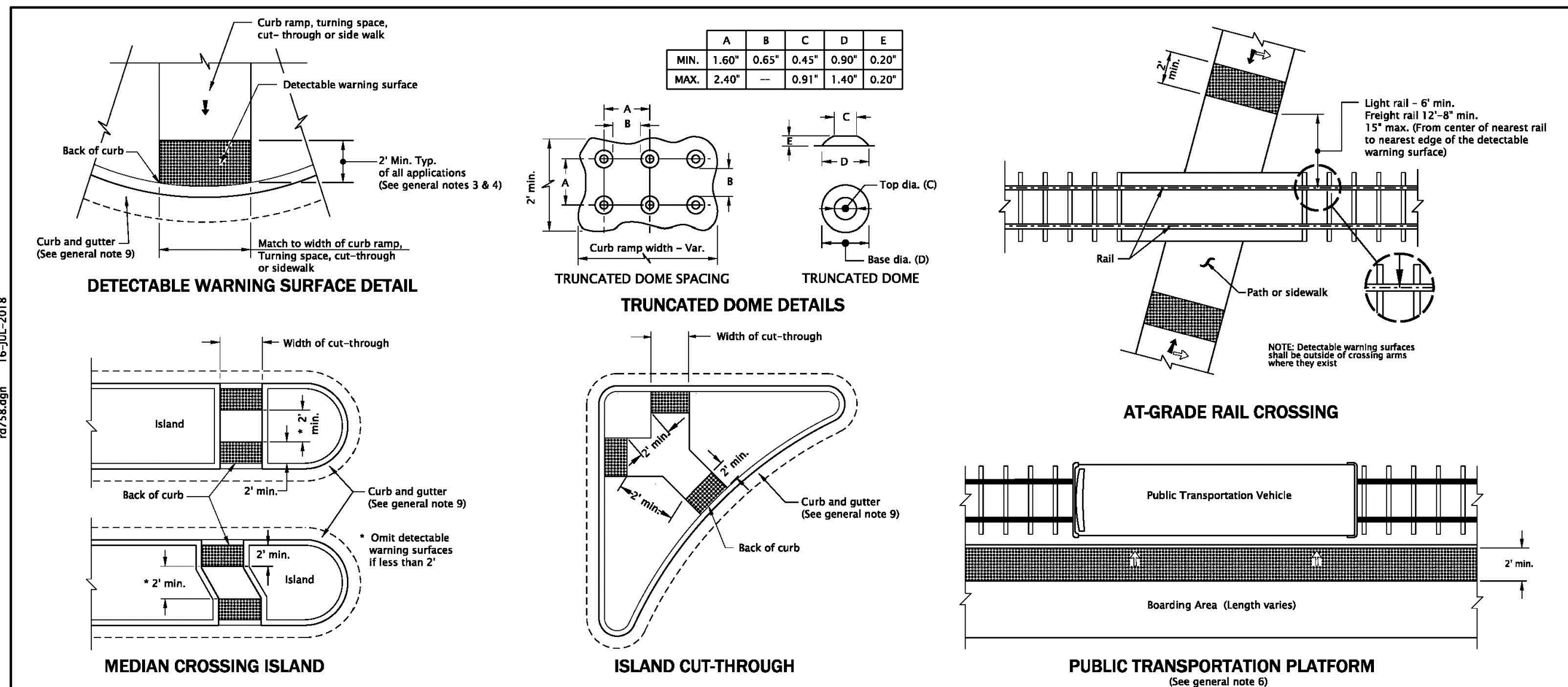
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**ODOT STANDARD DETAILS FOR:**  
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 MAY 21, 2019  
 74001.000  
 SHEET ID  
**C704**  
 SHEET 32 OF 36



**GENERAL NOTES FOR ALL DETAILS:**

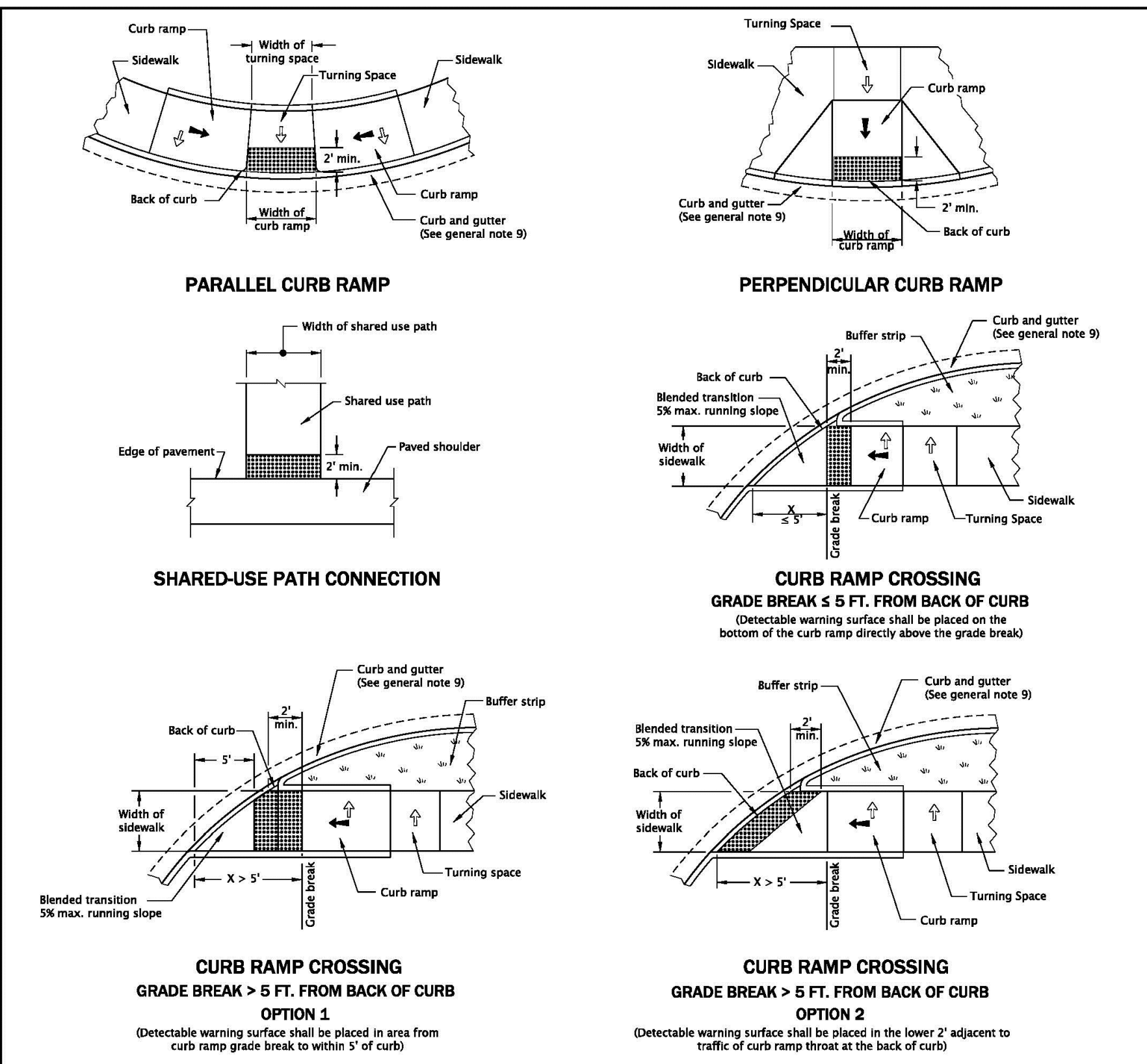
1. Detectable warning surface details & locations are based on ODOT applicable Standards.
2. See project plans for details not shown.
3. The detectable warning surface shall extend the full width of the curb ramp, or other roadway entrance as applicable. A gap of up to 2 inches on each side of the detectable warning surface is permitted.
4. Detectable warning surface shall typically be placed at the back of curb across the roadway entrance. Detectable warning surface placement for perpendicular ramps vary as shown. Detectable warning surface may be radial or rectangular, but must comply with the truncated dome size and spacing standards. Detectable warning surface may be cut to meet necessary shape as shown in plans. Color to be safety yellow if no color specified in construction note.

5. Detectable warning surface shall be used where the pedestrian access route meets the street, in the following locations:
  - a) Curb ramps (See Std. Dwg. RD755, RD756, & RD757).
  - b) Crossing Islands (Accessible Route Islands), (See Std. Dwg. RD710).
  - c) Rail crossings (See detail).
6. Where public transportation stations (rail, bus, etc.) use platform boarding, detectable warning surface shall be placed along the full edge length of the station, when not protected by platform screens or guards.
7. Detectable warning surface shall not be used on the following locations:
  - a) End of sidewalk transitions that are not at the crosswalk (See Std. Dwg. RD754).
  - b) Uncontrolled standard concrete driveways (See Std. Dwg. RD725, RD730, RD735, RD740, RD745, & RD750).
  - c) Parking lots.
8. Only use details allowed by jurisdiction.
9. On or along state highways, curb and gutter is required at curb ramps.
10. Grade breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. Grade breaks shall not be permitted on the surface of ramp runs and turning spaces. Surface slopes that meet at grade breaks shall be flush.

Effective Date: December 1, 2018 – May 31, 2019

RD758

Detectable warning surface Slope 7.5% max. (Max. 8.3% finished surface slope) Slope 1.5% max. (Max. 2.0% finished surface slope) Normal sidewalk cross slope	BASELINE REPORT DATE: 16-JUL-2018 NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications. OREGON STANDARD DRAWINGS <b>DETECTABLE WARNING SURFACE DETAILS &amp; PLACEMENT LOCATIONS</b> 2018 REVISION DESCRIPTION
CALC. BOOK NO.: N/A The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.	2018 REVISION DESCRIPTION



**GENERAL NOTES FOR ALL DETAILS:**

1. Detectable warning surface details & locations are based on ODOT applicable Standards.
2. See project plans for details not shown.
3. The Detectable Warning Surface shall extend the full width of the curb ramp, or other roadway entrance as applicable. A gap of up to 2 inches on each side of the Detectable warning surface is permitted.
4. Detectable warning surface shall typically be placed at the back of curb across the roadway entrance. Detectable warning surface placement for perpendicular ramps vary as shown. Detectable warning surface may be radial or rectangular, but must comply with the truncated dome size and spacing standards. Detectable warning surface may be cut to meet necessary shape as shown in plans. Color to be safety yellow if no color specified in construction note.
5. Detectable warning surface shall be used where the pedestrian access route meets the street, in the following locations:
  - a) Curb ramps (See Std. Dwg. RD755, RD756, & RD757).
  - b) Crossing Islands (Accessible Route Islands), (See Std. Dwg. RD710).
  - c) Rail crossings (See Std. Dwg. RD735).
6. Where public transportation stations (rail, bus, etc.) use platform boarding, detectable warning surface shall be placed along the full edge length of the station, when not protected by platform screens or guards (See Std. Dwg. RD758).
7. Detectable warning surface shall not be used on the following locations:
  - a) End of sidewalk transitions that are not at the crossing (See Std. Dwg. RD754).
  - b) Standard concrete driveways that are not at the crossing (See Std. Dwg. RD725, RD730, RD735, RD740, RD745, & RD750).
  - c) Parking lots.
8. Only use details allowed by jurisdiction.
9. On or along state highways, curb and gutter is required at curb ramps.
10. Grade breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. Grade breaks shall not be permitted on the surface of ramp runs and turning spaces. Surface slopes that meet at grade breaks shall be flush.

Detectable warning surface Slope 1.5% max. (Max. 2.0% finished surface slope) Slope 7.5% max. (Max. 8.3% finished surface slope)	BASELINE REPORT DATE: 16-JUL-2018 NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications. OREGON STANDARD DRAWINGS <b>DETECTABLE WARNING SURFACE DETAILS &amp; PLACEMENT LOCATIONS</b> 2018 REVISION DESCRIPTION
CALC. BOOK NO.: N/A The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.	2018 REVISION DESCRIPTION

Effective Date: December 1, 2018 – May 31, 2019

RD759



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 MAY 21, 2019  
 74001.000

SHEET ID  
**C705**

TAPER TYPES & FORMULAS	
TAPER	FORMULA
Merging (Lane Closure)	"L"
Shifting	"L/2" or "1/2"L"
Shoulder Closure	"L/3" or "1/3"L"
Flagging (See Dwg. TM850)	50' - 100'
Downstream (Termination)	Varies (See Drawings)

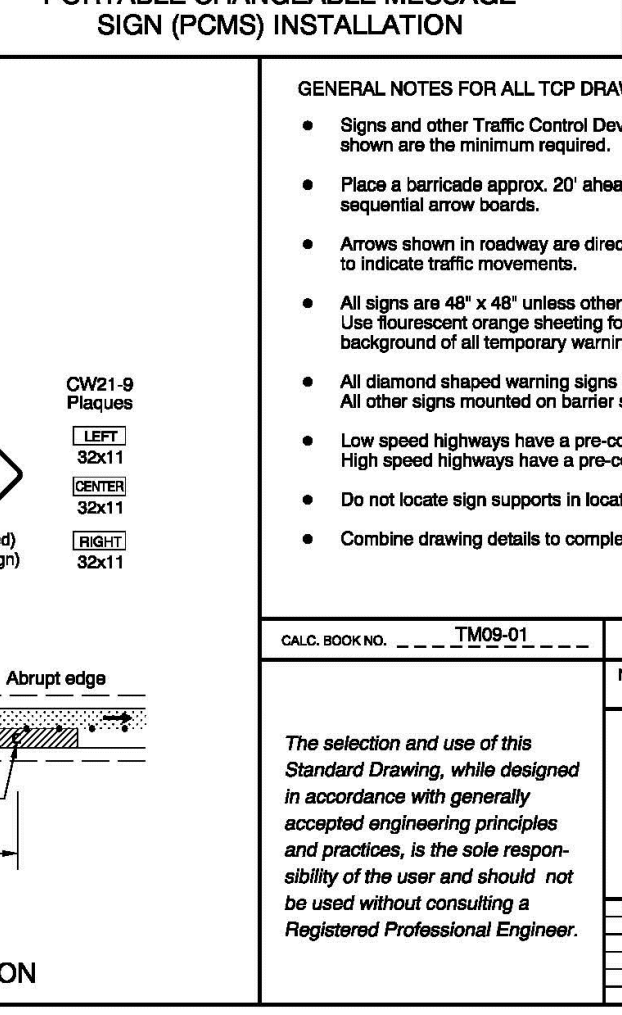
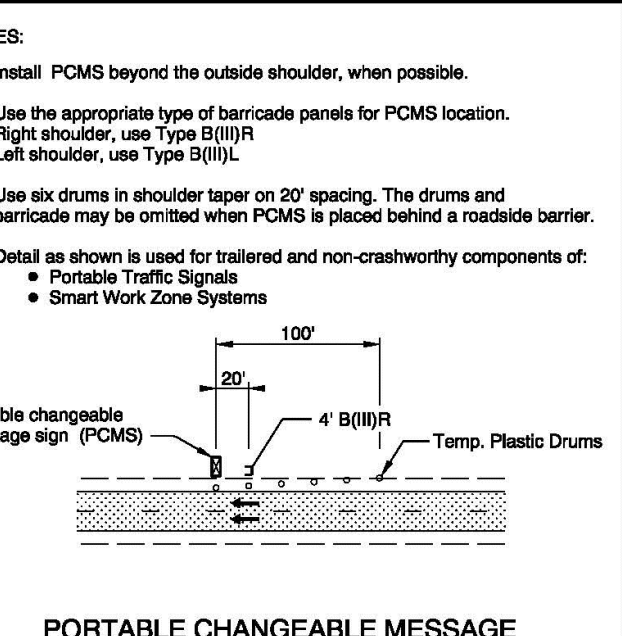
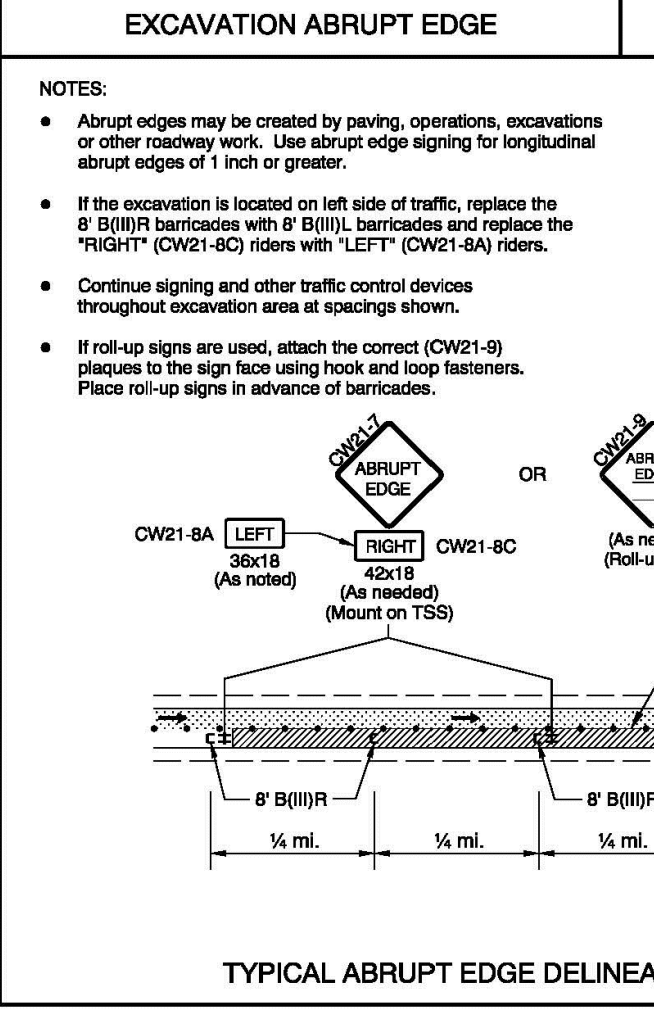
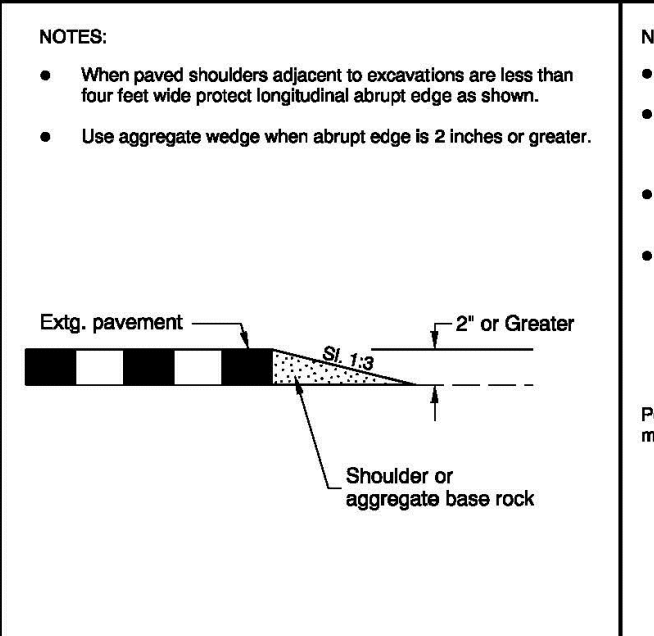
★ Use Pre-Construction Posted Speed to select the Speed from the Tables below:

CONCRETE BARRIER FLARE RATE TABLE	
★ SPEED (mph)	MINIMUM FLARE RATE
≤ 30	8:1
35	9:1
40	10:1
45	12:1
50	14:1
55	16:1
60	18:1
65	18:1
70	20:1

MINIMUM LENGTHS TABLE				
★ SPEED (mph)	"L" VALUE FOR TAPERS (ft)			BUFFER "B" (ft)
	W ≤ 10	W = 12	W = 14	
25	105	125	145	75
30	150	180	210	100
35	205	245	285	125
40	265	320	375	150
45	450	640	830	180
50	500	600	700	210
55	550	660	770	250
60	600	720	840	285
65	650	780	910	325
70	700	840	980	365

TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE				
★ SPEED (mph)	Sign Spacing (ft)			Max. Channelizing Device Spacing (ft)
	A	B	C	
20 - 30	100	100	100	20
35 - 40	350	350	350	20
45 - 55	500	500	500	40
60 - 70	700	700	700	40
Freeway	1000	1500	2640	40

NOTES:  
 • Place traffic control devices on 10 ft. spacing for intersection and access radii.  
 • When necessary, sign spacing may be adjusted to fit site conditions.  
 Limit spacing adjustments to 30% of the "A" dimension for all speeds.



Effective Date: December 1, 2018 - May 31, 2019

GENERAL NOTES FOR ALL TCD DRAWINGS:  
 • Signs and other Traffic Control Devices (TCD) shown are the minimum required.  
 • Place a barricade approx. 20' ahead of all sequential arrow boards.  
 • Arrows shown in roadway are directional arrows to indicate traffic movements.  
 • All signs are 48" x 48" unless otherwise shown. Use fluorescent orange sheeting for the background of all temporary warning signs.  
 • All diamond shaped warning signs mounted on banner sign supports shall be 36" by 36". All other signs mounted on banner sign supports shall not exceed 12 sq. ft. in total sign area.  
 • Low speed highways have a pre-construction posted speed of 40 mph or less. High speed highways have a pre-construction posted speed of > 40 mph.  
 • Do not locate sign supports in locations designated for bicycle or pedestrian traffic.  
 • Combine drawing details to complete temporary traffic control for each work activity.

To be accompanied by Dwg. Nos. TM820 & TM821

CALC. BOOK NO. --- N/A --- BASELINE REPORT DATE: 01-JUL-2017

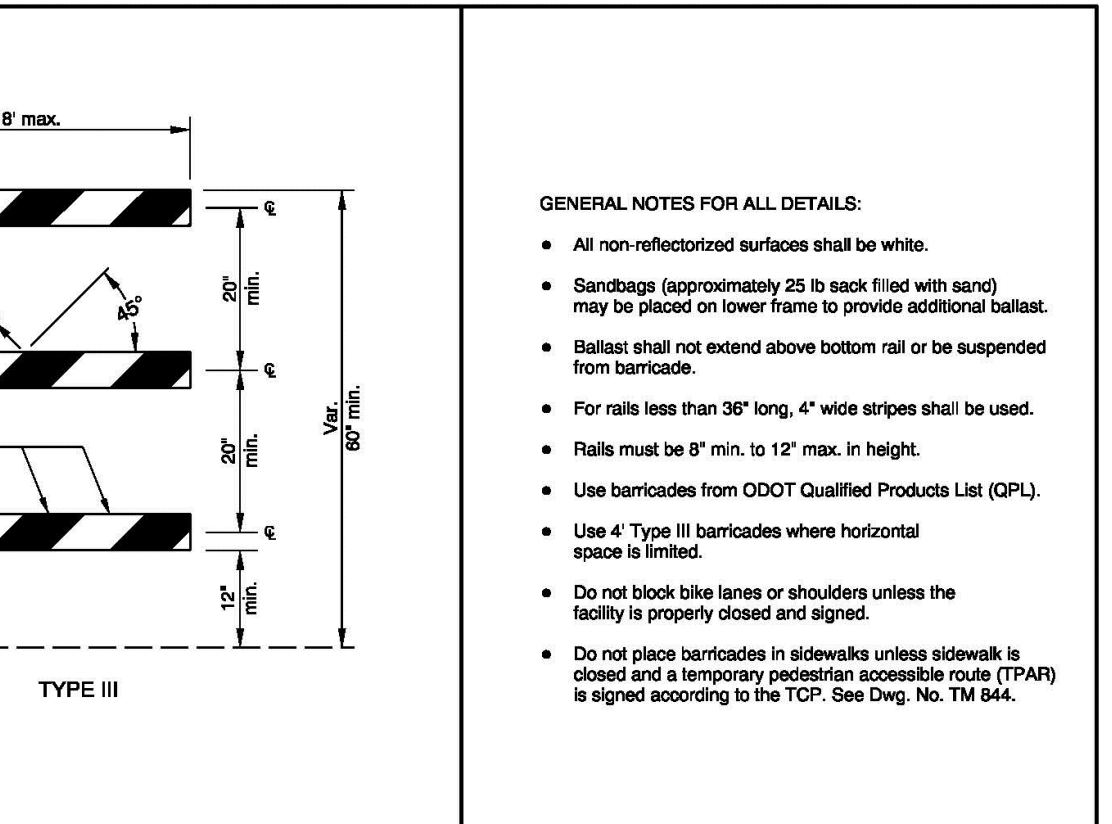
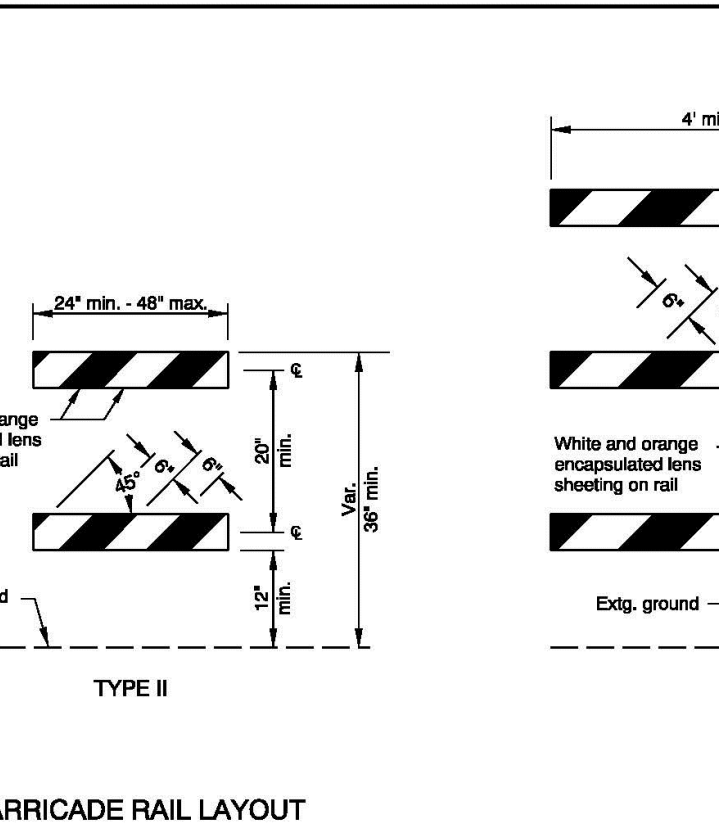
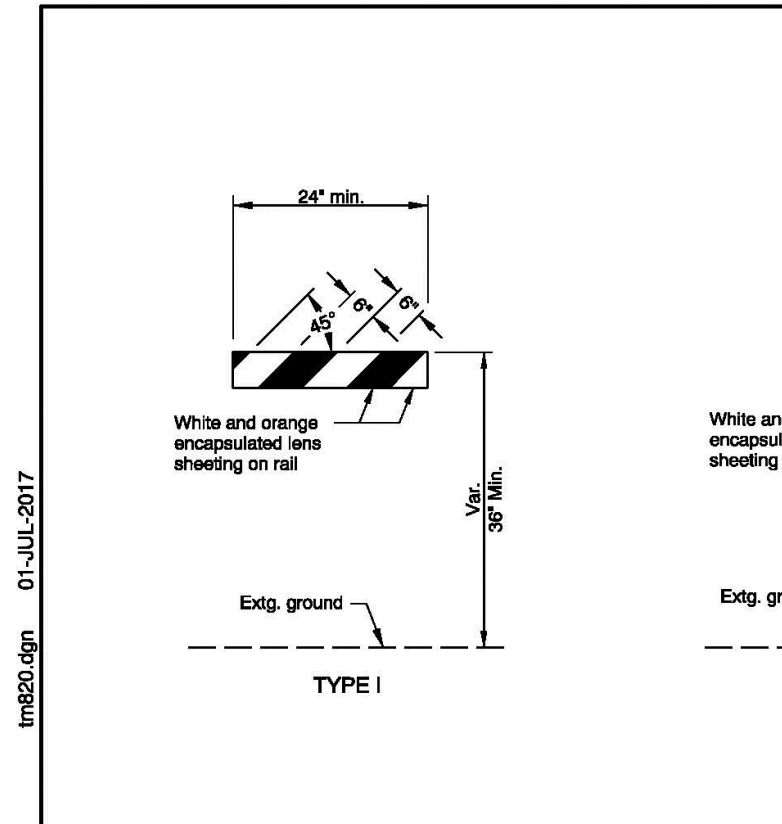
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

TABLES, ABRUPT EDGE AND PCMS DETAILS

DATE: 2018 REVISION DESCRIPTION:

Effective Date: December 1, 2018 - May 31, 2019



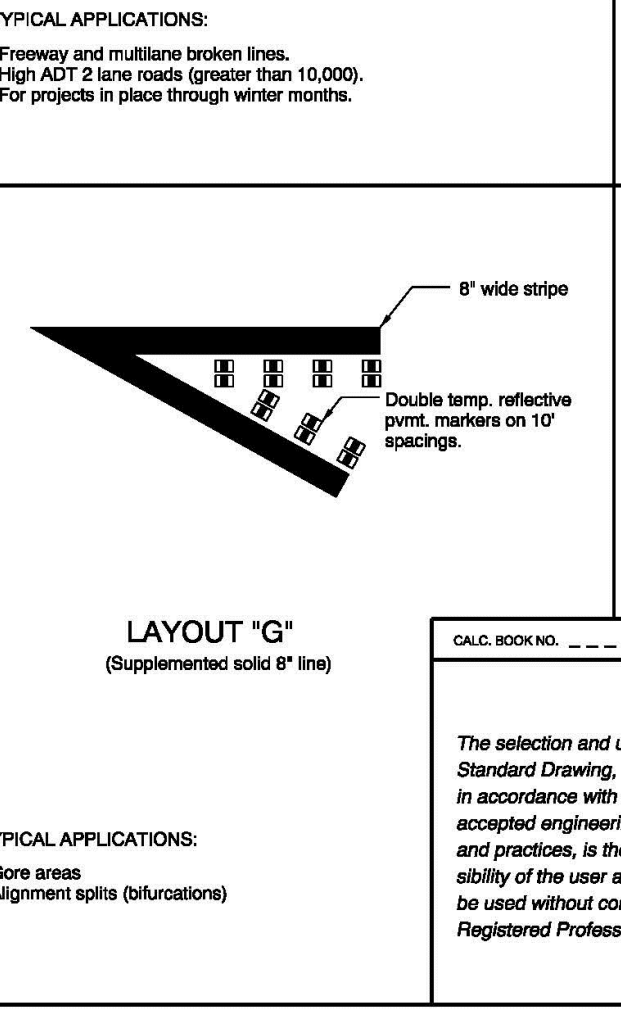
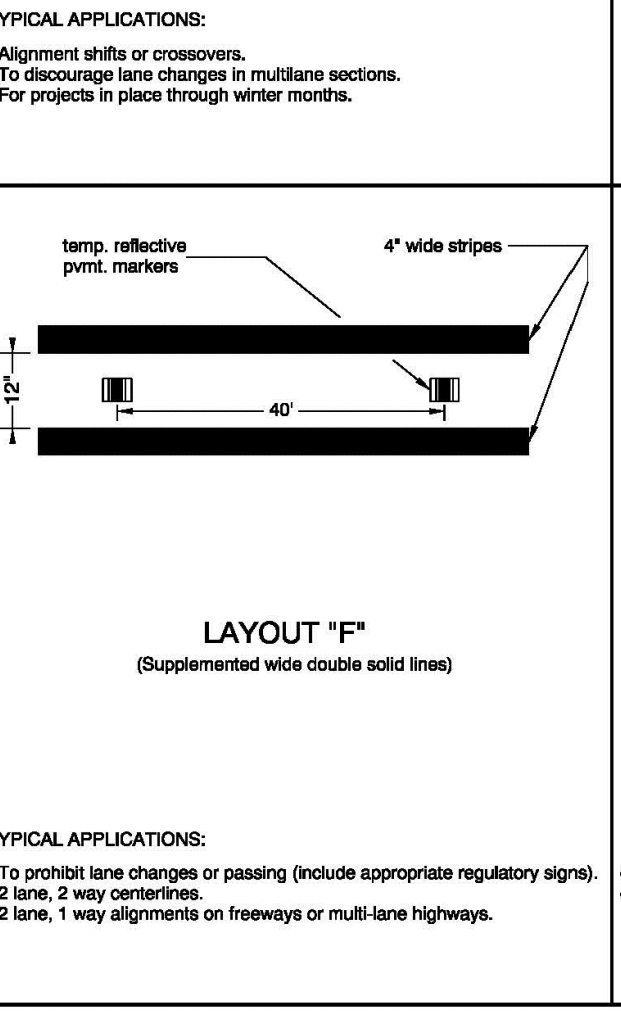
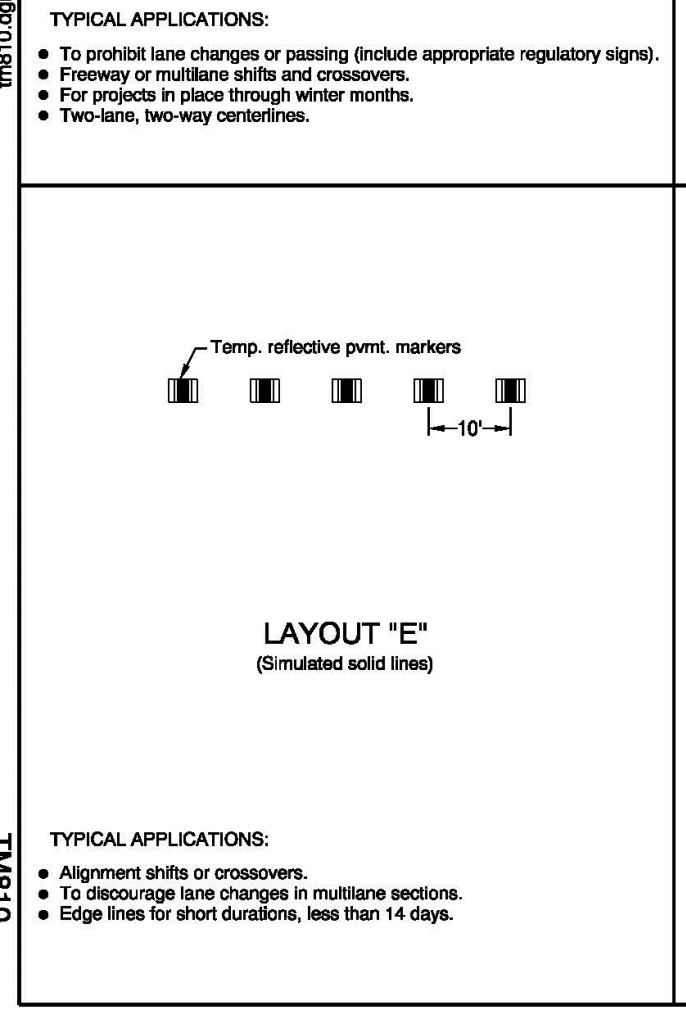
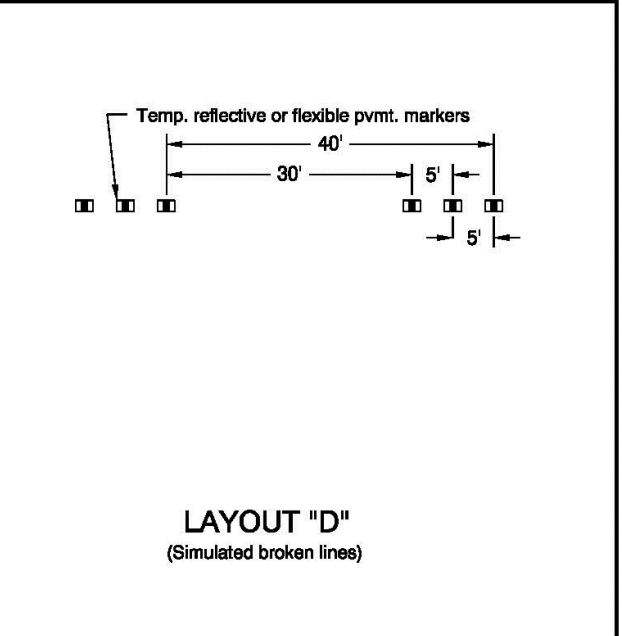
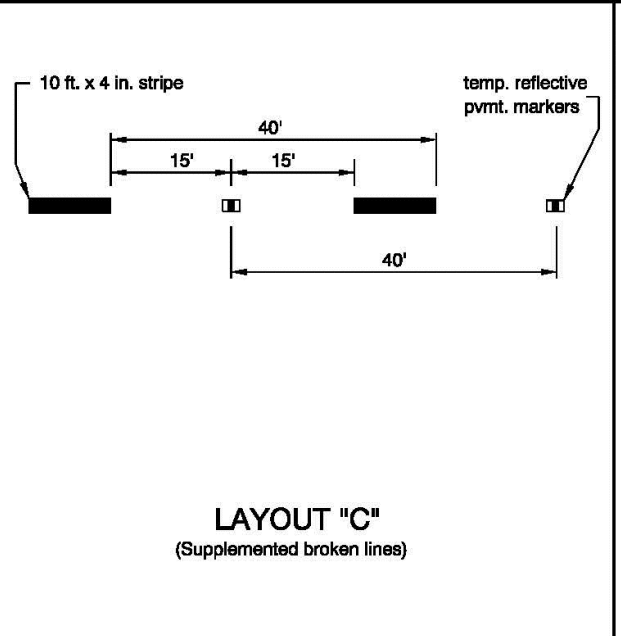
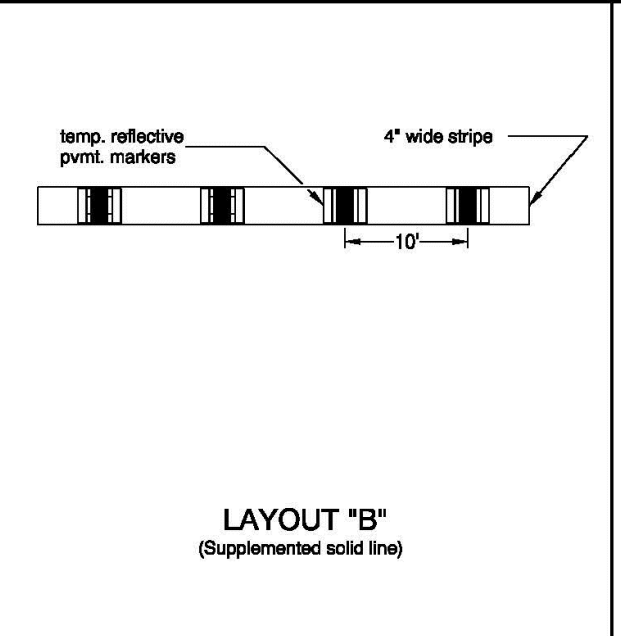
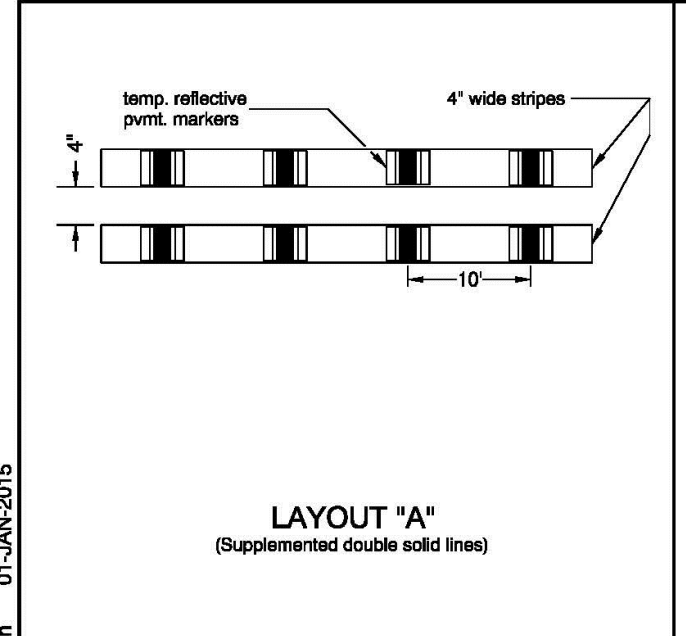
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

TEMPORARY BARRICADES

DATE: 2018 REVISION DESCRIPTION:

Effective Date: December 1, 2018 - May 31, 2019



NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

TEMPORARY PAVEMENT MARKINGS

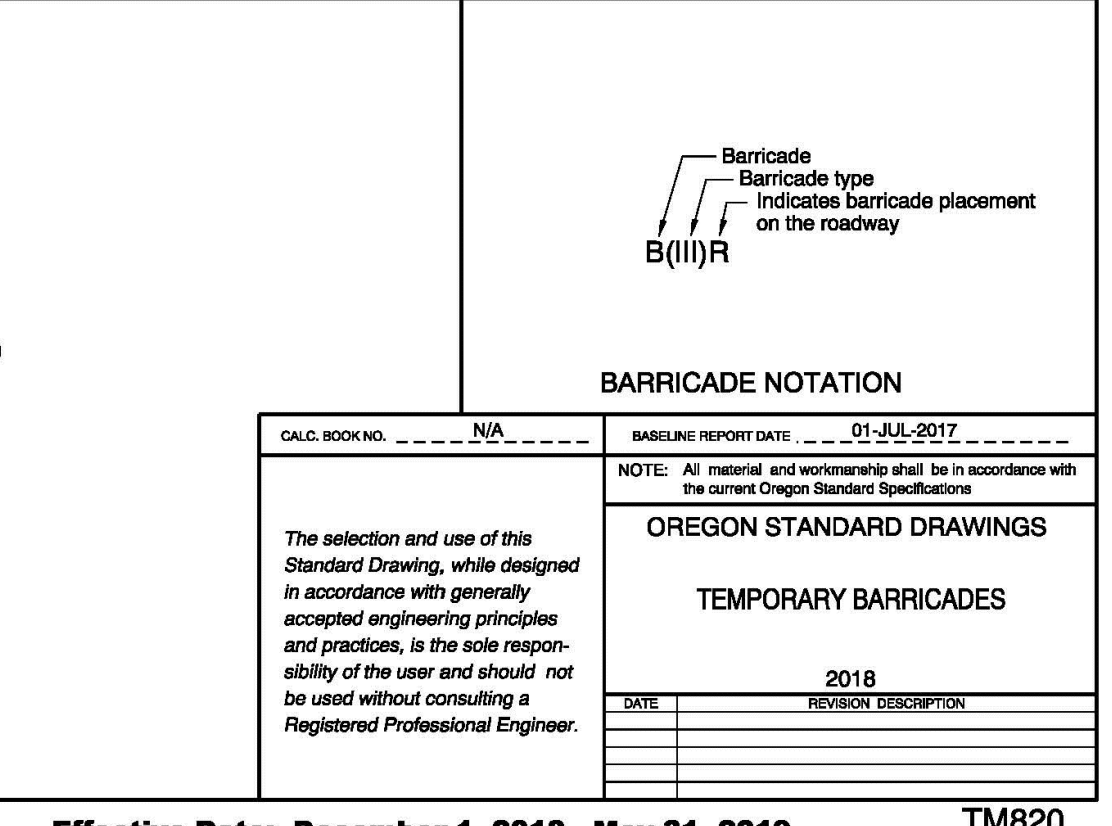
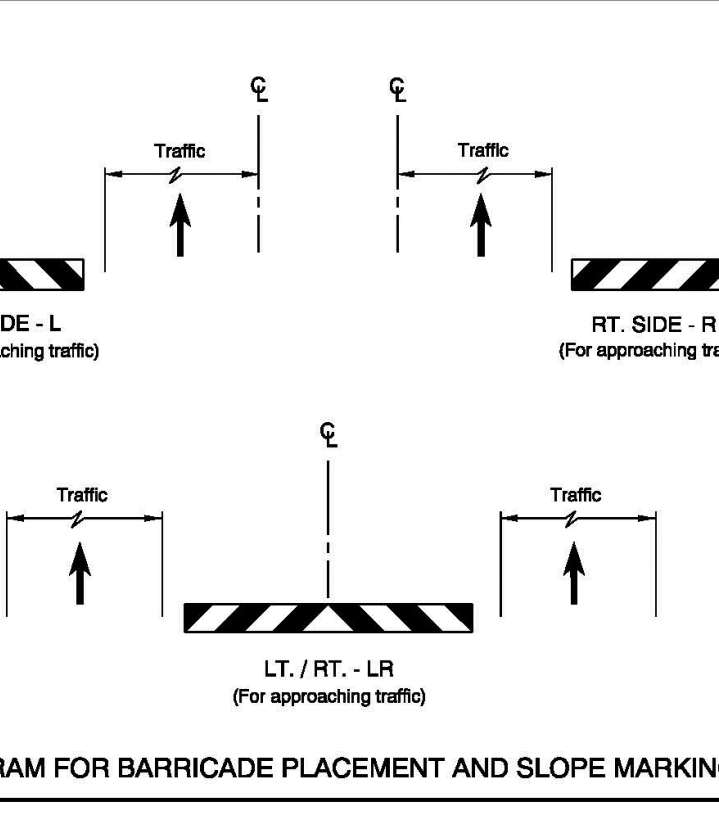
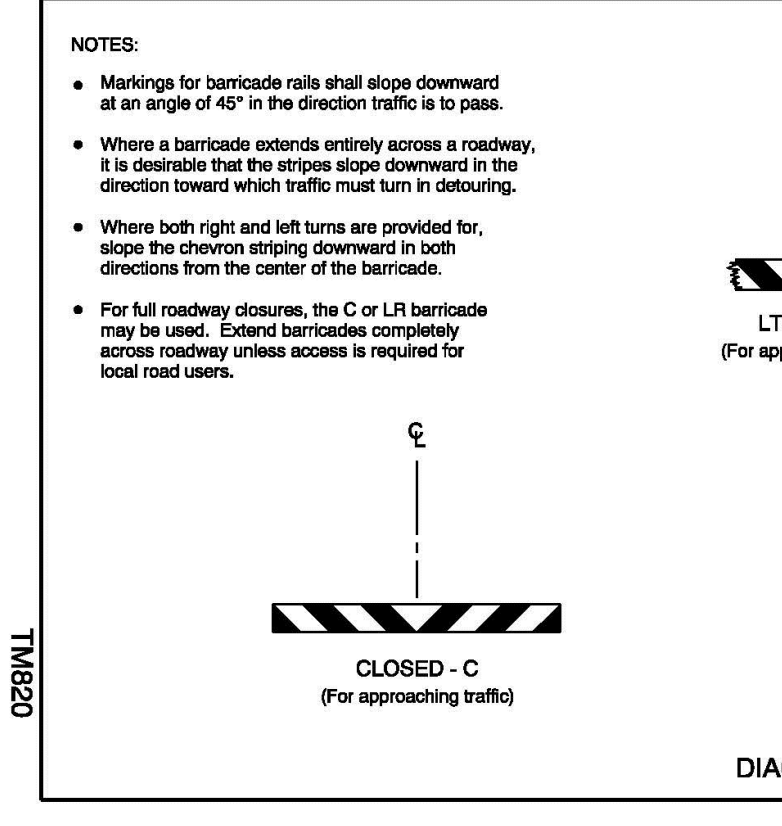
DATE: 2018 REVISION DESCRIPTION:

Effective Date: December 1, 2018 - May 31, 2019

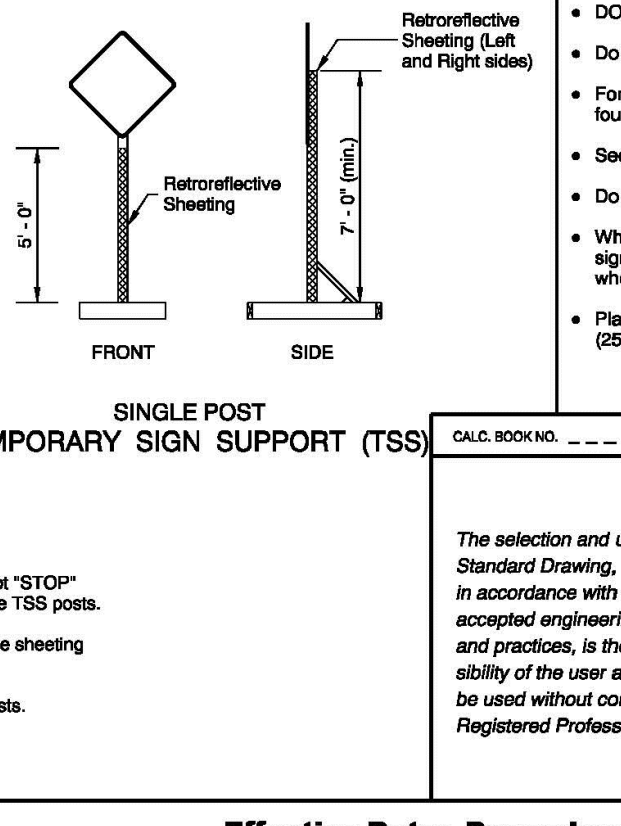
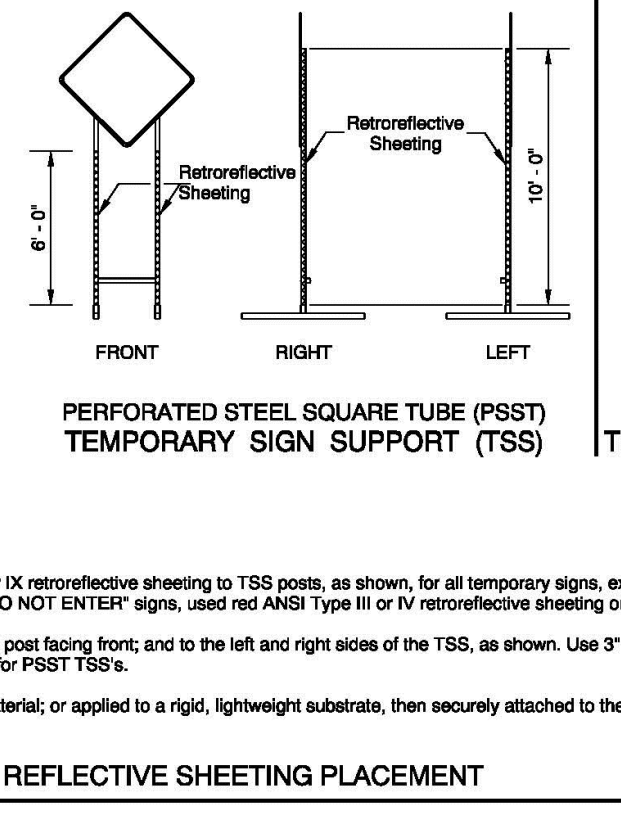
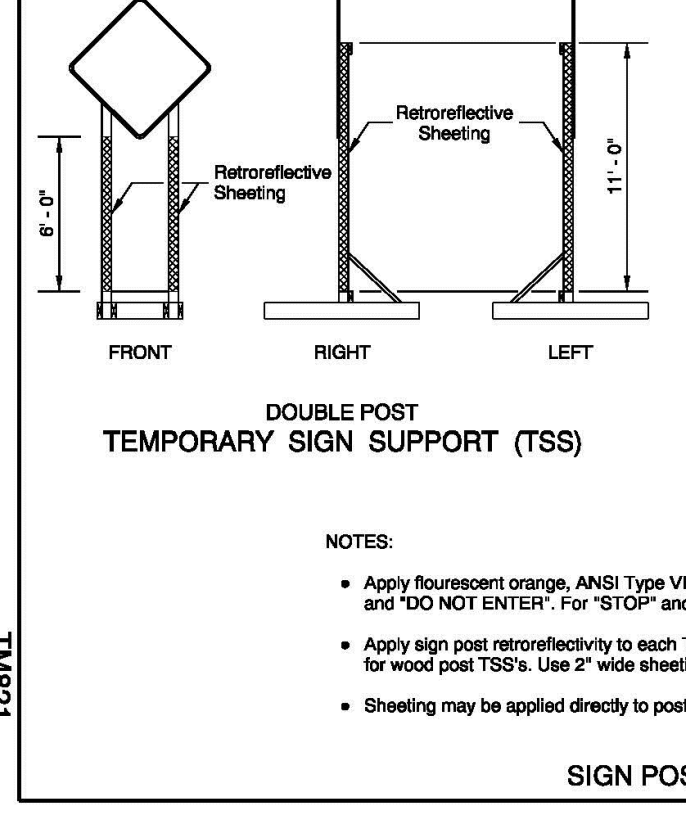
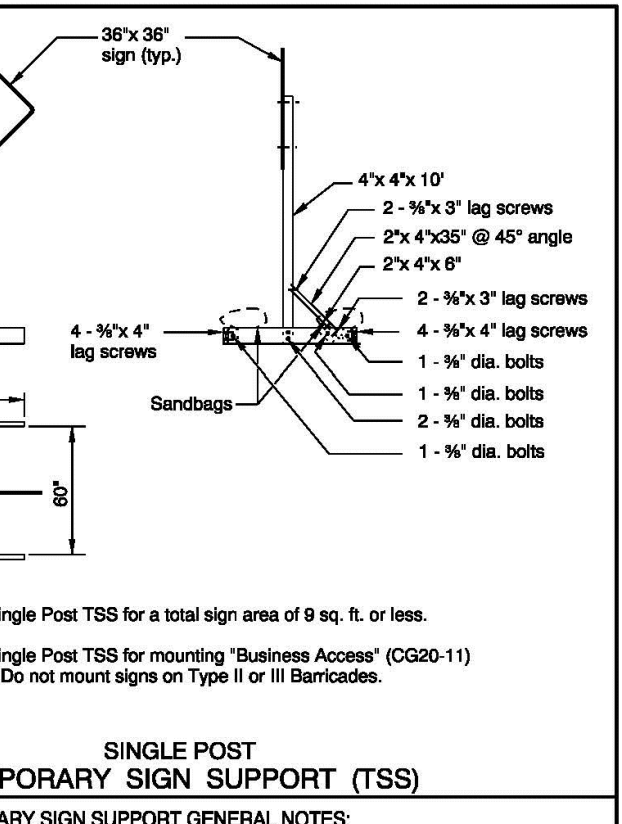
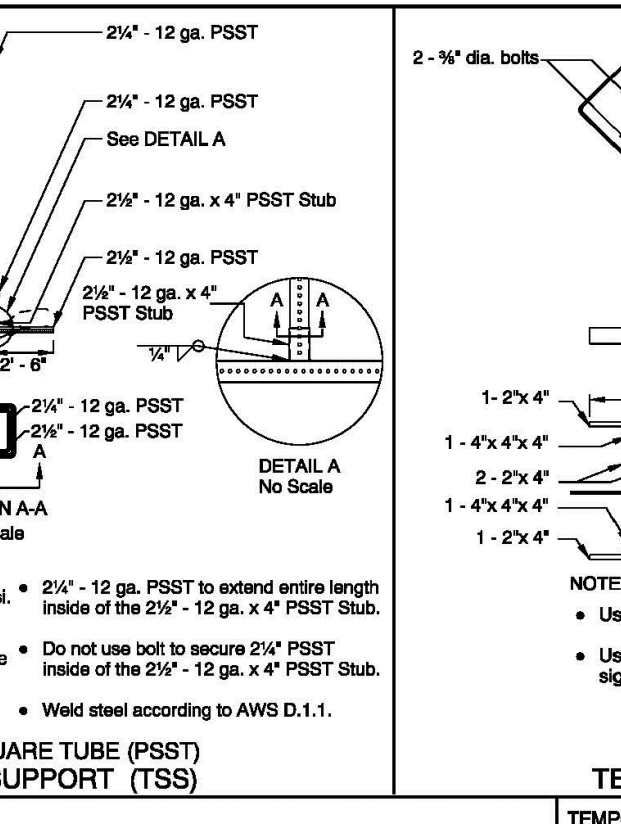
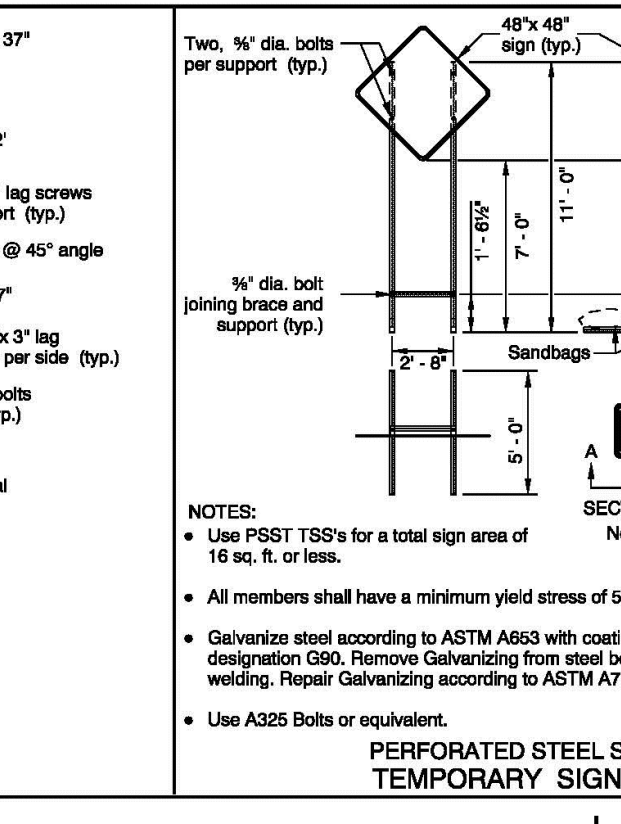
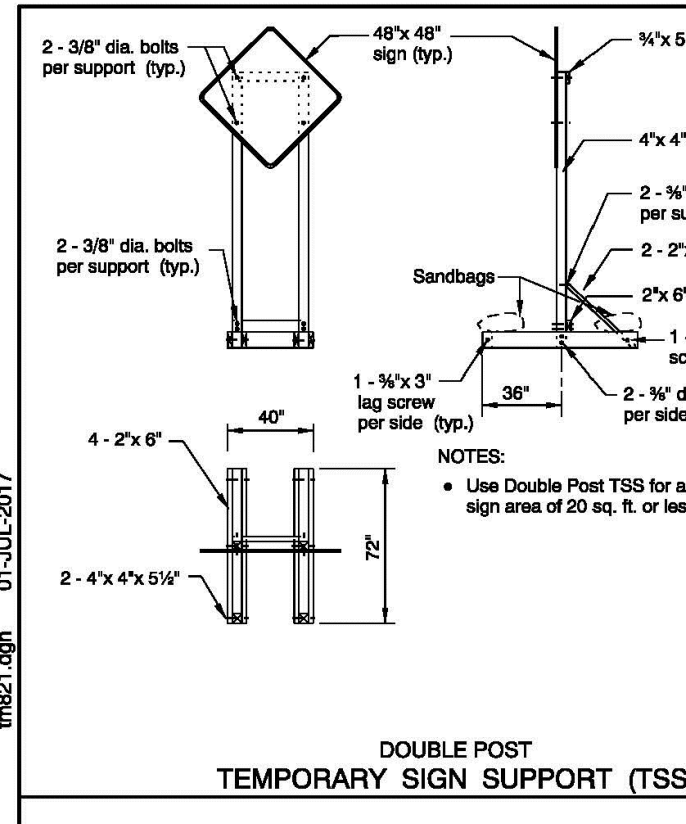
Effective Date: December 1, 2018 - May 31, 2019

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Effective Date: December 1, 2018 - May 31, 2019



NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications

OREGON STANDARD DRAWINGS

TEMPORARY SIGN SUPPORTS

DATE: 2018 REVISION DESCRIPTION:

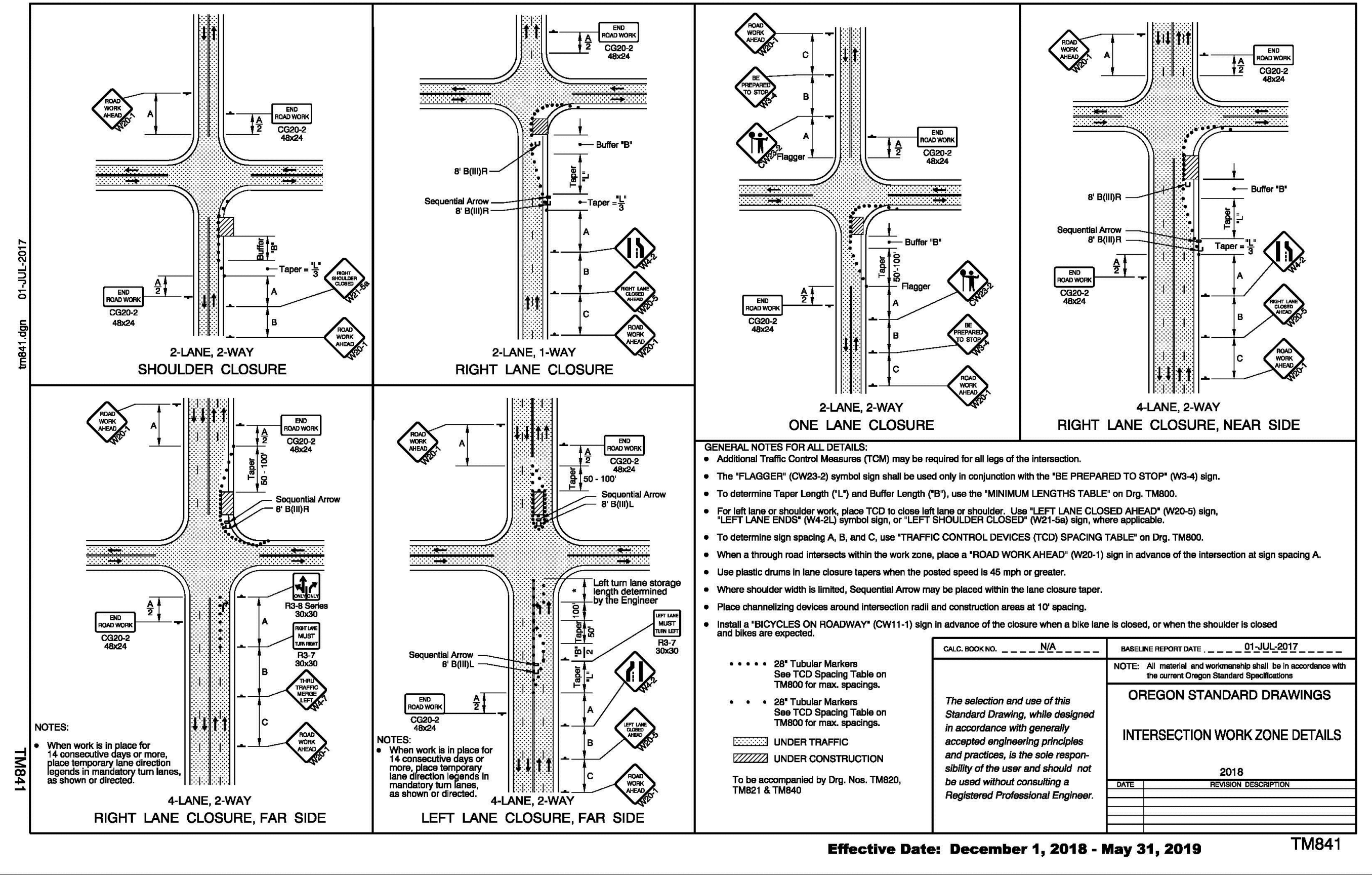
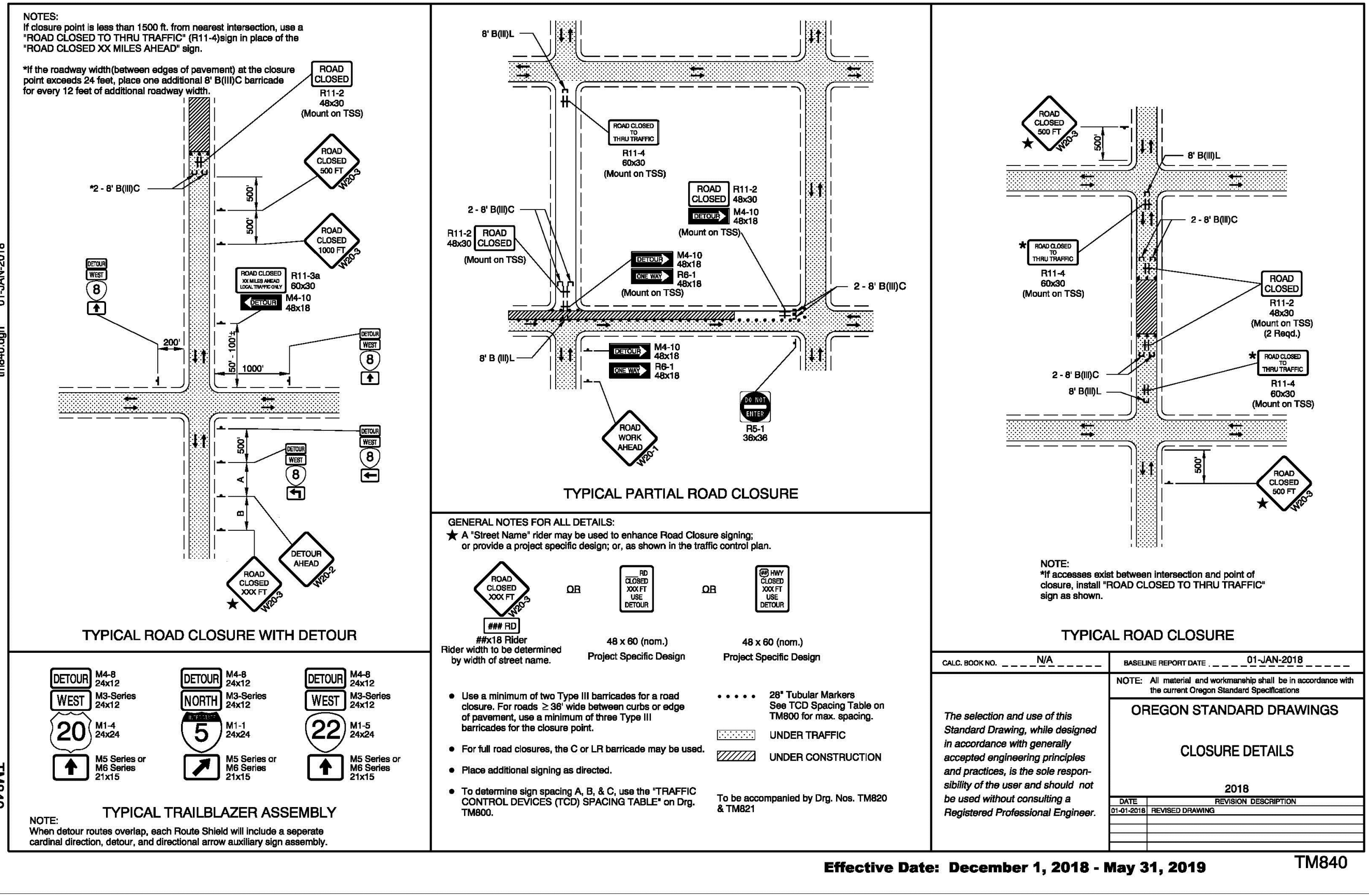
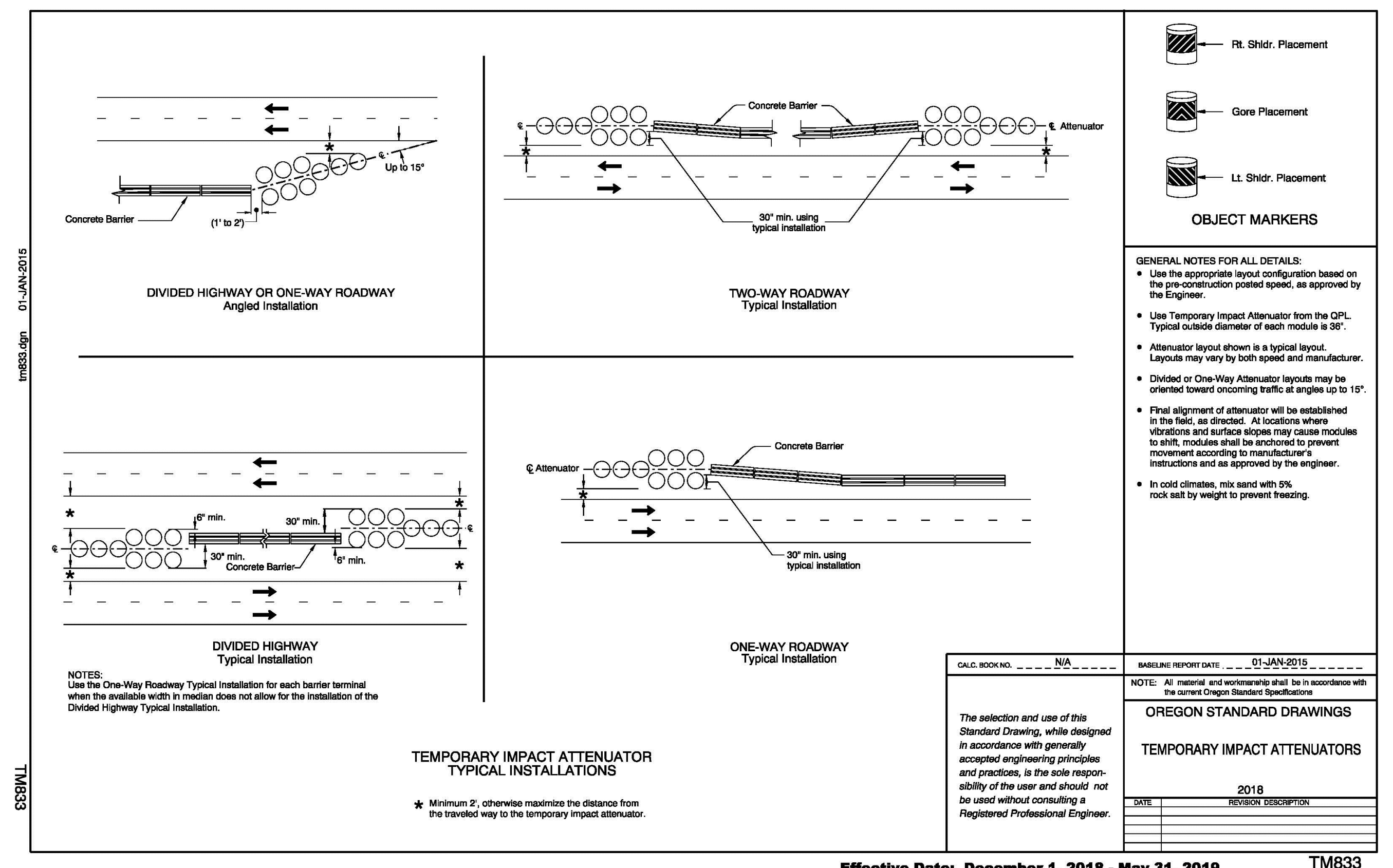
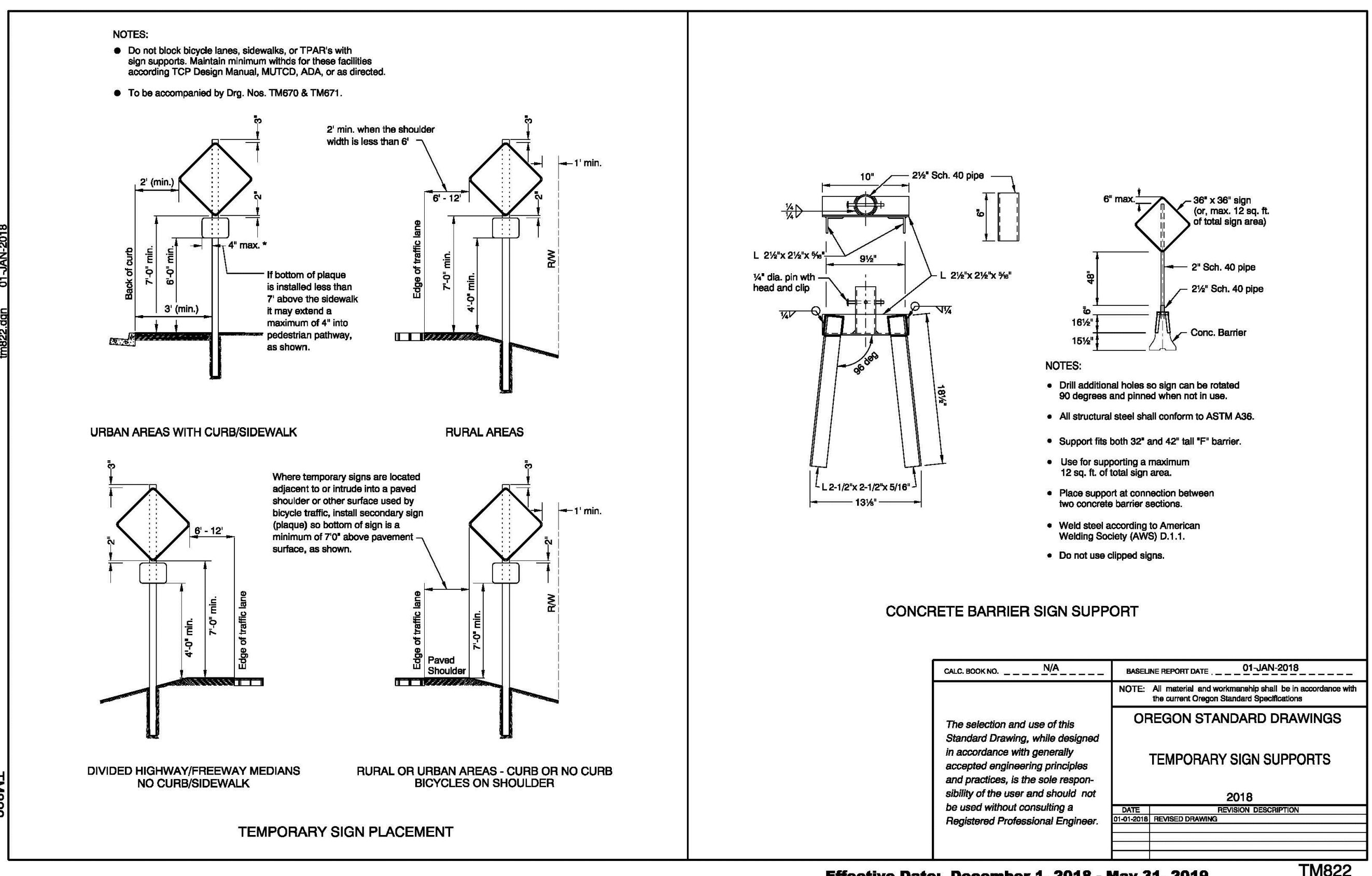
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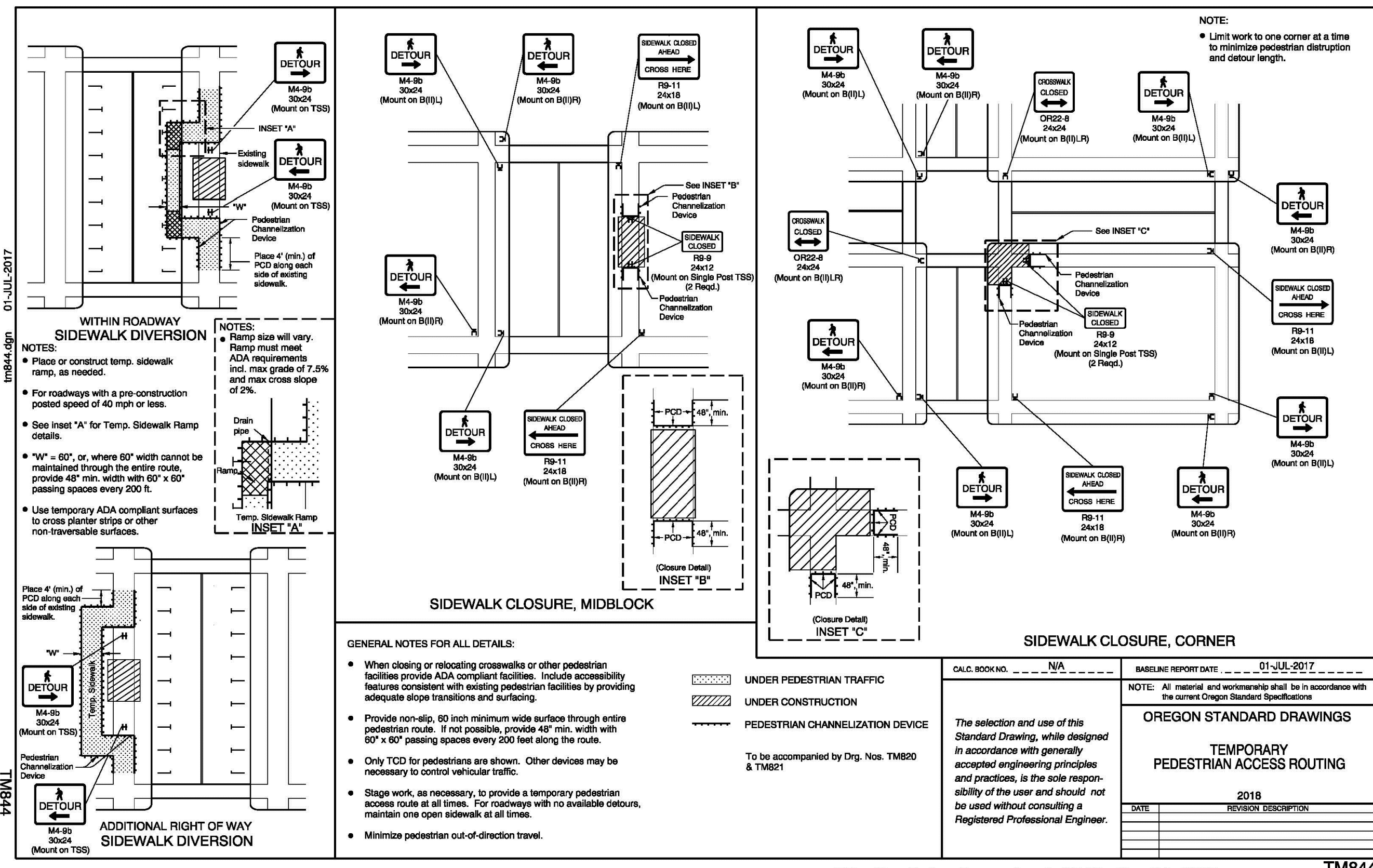
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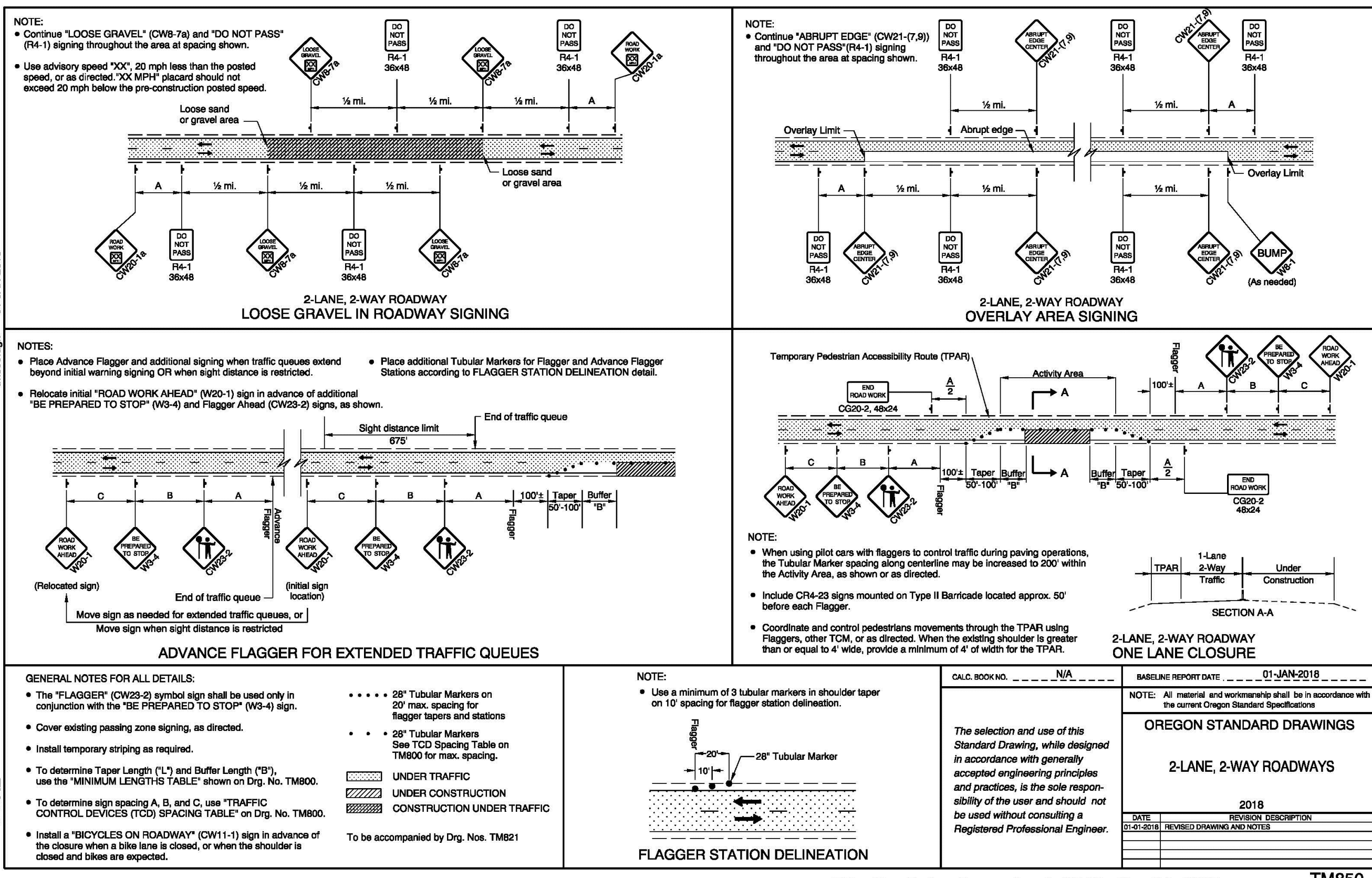


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Full Size Sheet Format Is 22x34; If Printed Size Is Not 22x34, Then This Sheet Format Has Been Modified & Indicated Drawing Scale Is Not Accurate.



Effective Date: December 1, 2018 - May 31, 2019 TM844



Effective Date: December 1, 2018 - May 31, 2019 TM850



Know what's below. Call before you dig.

DESIGNED: DPS  
CHECKED: MPW  
MAY 21, 2019  
74001.000

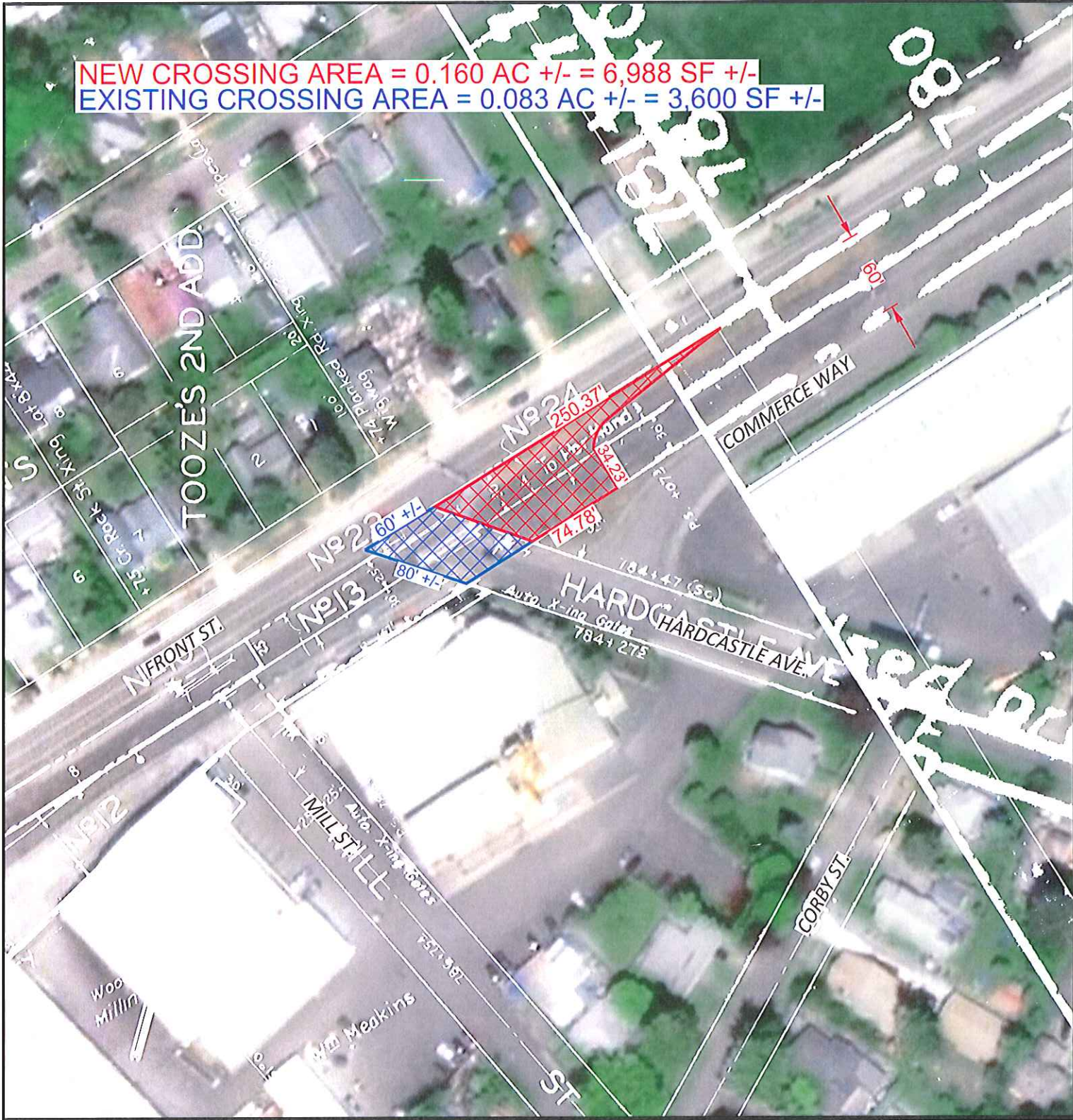
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SHEET 36 OF 36



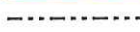
**EXHIBIT A  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A** will be a print showing the Crossing Area (see Recitals)

**NEW CROSSING AREA = 0.160 AC +/- = 6,988 SF +/-**  
**EXISTING CROSSING AREA = 0.083 AC +/- = 3,600 SF +/-**



**LEGEND:**

- NEW CROSSING AREA ..... 
- EXISTING CROSSING AREA ..... 
- UPRRCO. R/W OUTLINED ..... 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

WOODBURN, MARION COUNTY, OR  
 M.P. 735.50 - BROOKLYN SUB.  
 MAP SP OR V-17 / 24 & S-24  
 SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
 OMAHA, NEBRASKA DATE: 2/11/2019  
 RRM FILE: 03140-05

CADD FILENAME	0314005.DGN
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**EXHIBIT A-1  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit A-1** will be the legal description for the New Crossing Area(see Recitals)





Exhibit "A"  
Legal Description  
Proposed Grade Crossing Area

Being a crossing area situated in a portion of the Union Pacific Railroad right-of-way, located in the SE Quarter of Section 7, Township 5 South, Range 1 West, Willamette Meridian, City of Woodburn, said tract of land being more particularly described as follows:

**COMMENCING FROM** the most northerly northwest corner of the B.S. Bonney Donation Land Claim No. 47, monumented with a brass cap in a monument box in the centerline of Hardcastle Avenue;

Thence along the centerline of Hardcastle Avenue N 86°18'25" W, 808.33 feet to the intersection of the centerline of Hardcastle Avenue with the southeasterly line of the Union Pacific Railroad right-of-way being 30.00 feet from the centerline of said right-of-way;

Thence along said southeasterly right-of-way line N 42°56'44" E, 25.83 feet to the **TRUE POINT OF BEGINNING** of the herein described proposed grade crossing area;

Thence N 86°18'25" W, 77.48 feet to a point in the northwesterly line of said right-of-way;

Thence along said northwesterly right-of-way line N 42°56'44" E, 250.37 feet to a point;

Thence leaving said northwesterly right-of-way line S 36°02'50" W, 107.22 feet to the beginning of a 27.50-foot radius tangent curve to the left;

Thence along the arc of said curve to the left, through a central angle of 51°30'21" (the long chord of which bears S 10°17'39" W, 23.90 feet) an arc distance of 24.72 feet to a point of non-tangency;

Thence S 47°03'16" E, 34.23 feet to a point in the southeasterly line of said right-of-way;

Thence along said southeasterly right-of-way line S 42°56'44" W, 74.78 feet to the **TRUE POINT OF BEGINNING**;

Contains in all 6,988 square feet or 0.160 acres, more or less.

See Exhibit Map attached hereto.

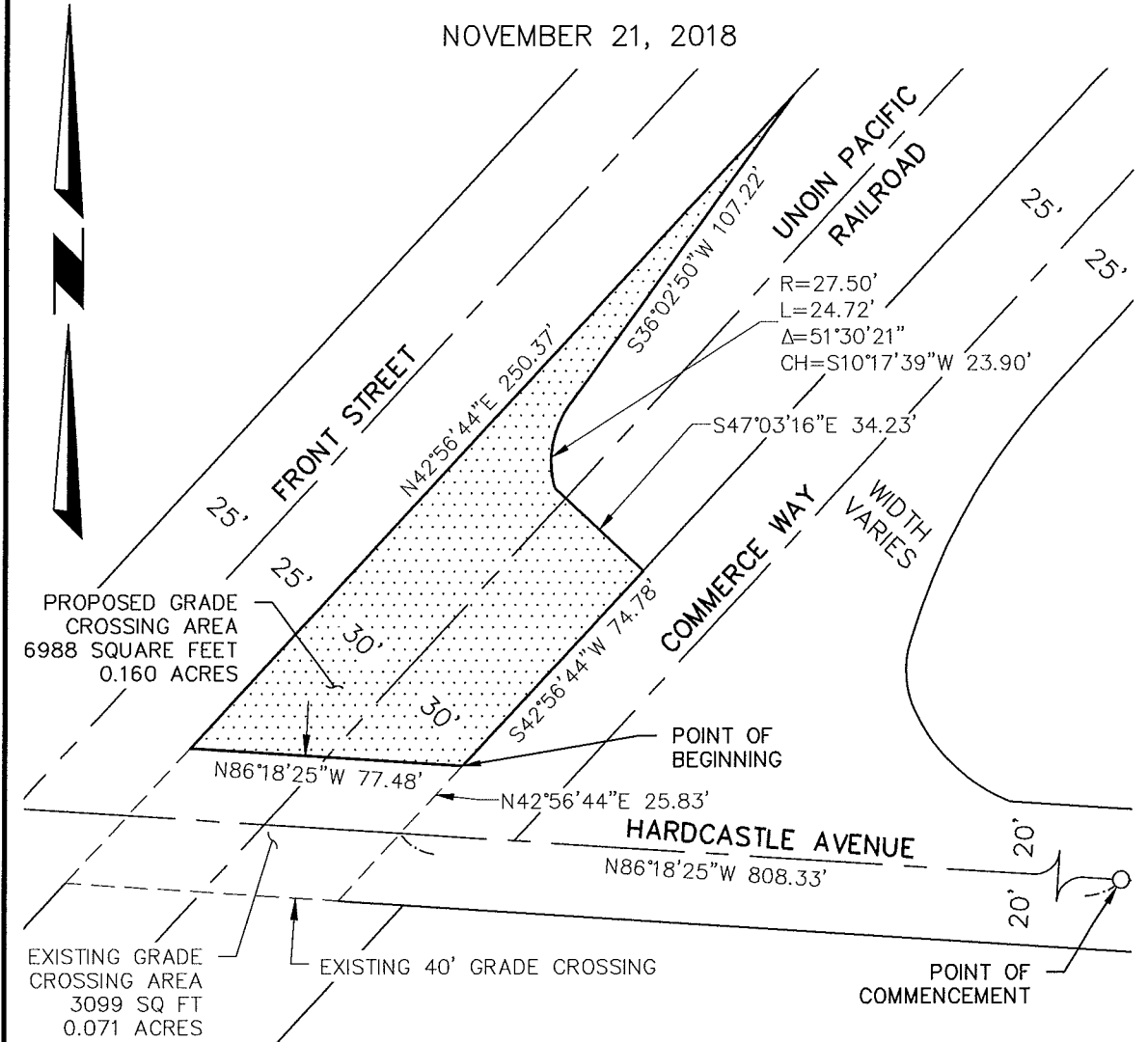


RENEWAL DATE: 6-30-19

# EXHIBIT MAP

## HARDCASTLE AVENUE CROSSING

NOVEMBER 21, 2018



### LEGEND:

○ - DENOTES FOUND BRASS CAP, S.W. CORNER OF THE J. COOLEY D.L.C.



DRAWN BY: MLY

SCALE: 1"=50'

11/21/2018

CHECKED BY: TLG

JOB NO.: 74001-000

SHEET 1 OF 1

**EXHIBIT B  
TO  
PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2. CONSTRUCTION OF ROADWAY**

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

## **SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy

any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

#### **SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

#### **SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

#### **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

#### **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

## **SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad,

Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws,

regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be



dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used

by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

#### **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

#### **SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

#### **SECTION 11. BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

#### **SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area

and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

### **SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C**

**TO**

**PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit C** will be Railroad's Material and Force Agreement Estimates (see Recitals)

DATE: 2018-10-03

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
 BY THE  
 UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2019-04-03

DESCRIPTION OF WORK:

WOODBURN, OR / HARDCASTLE ST. / DOT#759605L-2 / BROOKLYN SUB MP 735.50  
 REMOVE EXISTING CROSSING SURFACE AND REPLACE WITH 136' RDX PANEL.  
 INCLUDING TIES, RAIL AND OTM  
 PROJECT WAS BUILT USING FED ADDITIVE W/ OVERHEAD AND INDIRECT 234%  
 UPRR WILL BE REIMBURSED FOR 100% OF COSTS BY THE CITY OF WOODBURN.

PID: 106443 AWO: MP,SUBDIV: 735.50, BROOKLYN  
 SERVICE UNIT: 18 CITY: WOODBURN STATE: OR

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			6390		6390		6390
LABOR ADDITIVE 234%			14953		14953		14953
TOTAL ENGINEERING			21343		21343		21343
SIGNAL WORK							
LABOR ADDITIVE 234%			1889		1889		1889
SIGNAL			959	5	964		964
TOTAL SIGNAL			2848	5	2853		2853
TRACK & SURFACE WORK							
BALAST	2.00	CL	3121	2004	5125		5125
BILL PREP FEE				900	900		900
CONTRACT ASPHALT				21000	21000		21000
ENVIRONMENTAL PERMIT				10	10		10
FOREIGN LINE FREIGHT				1339	1339		1339
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 234%			85573		85573		85573
MATL STORE EXPENSE				20	20		20
OTM			3099	1044	4143		4143
RAIL	320.00	LF	10395	5580	15975		15975
RDXING	136.00	TF	3444	22136	25580		25580
SALES TAX				1696	1696		1696
TRK-SURF,LIN			7204		7204		7204
WELD			13405	378	13783		13783
XTIE	100.00	EA	12685	11317	24002		24002
TOTAL TRACK & SURFACE			138926	68324	207250		207250
LABOR/MATERIAL EXPENSE			163117	68329			
RECOLLECTIBLE/UPRR EXPENSE					231446	0	
ESTIMATED PROJECT COST							231446

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

# Material And Force Account Estimate

## City of Woodburn OR

Estimate Creation Date: 09/26/2018    Number: 119185    Version: 1

Estimate Good Until 06/26/19

Location: BROOKLYN SUB, SIMN, 734.5-747.85

Buy America: Yes

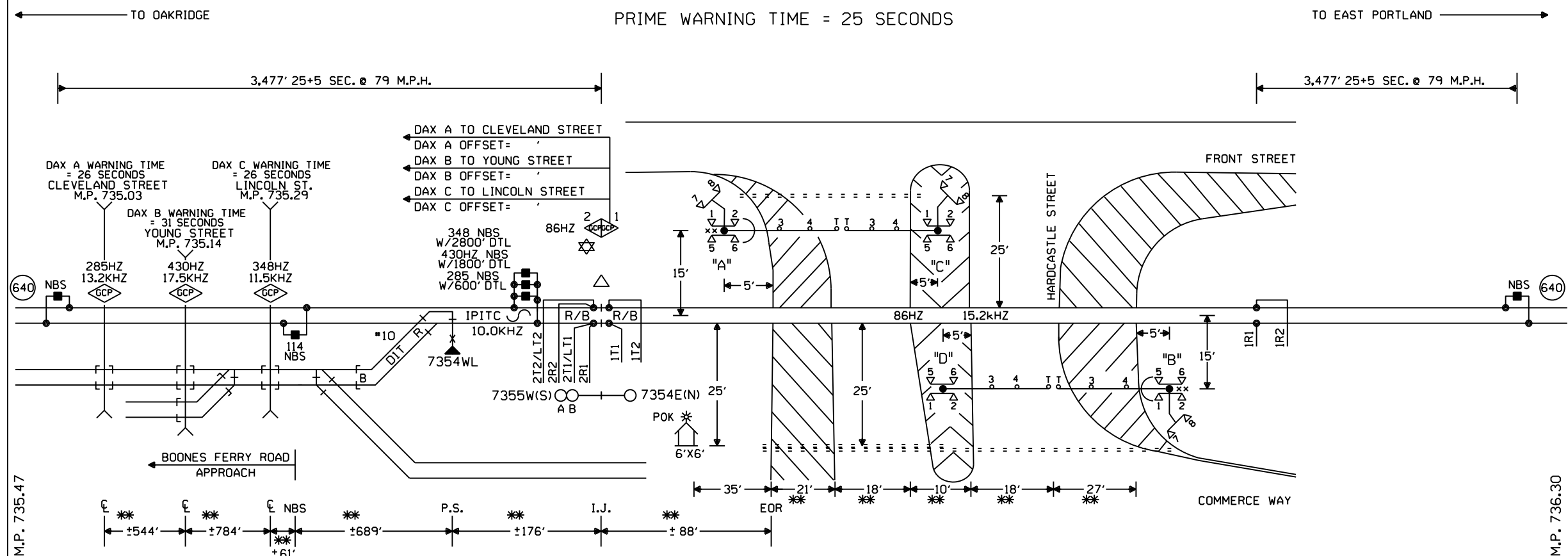
Description of Work: Brooklyn Sub MP 735.50 Hardcastle Street DOT#759605L PID#108140 100%  
Recollectable

COMMENTS	Description	SubDivision	From MP	To MP	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 00%	Agncy 100%
<b>SIGNAL</b>												
	Xing - 1 Trk CWE w/Four Quad Gates	BROOKLYN SUB	734.5	747.85	1	EA	192,474.00	67,200	125,274	192,474	0	192,474
	Xing - Dax Cable 1000'				3	EA	6,440.00	12,000	7,320	19,320	0	19,320
	Xing - Guard Rail				2	EA	1,672.00	2,000	1,344	3,344	0	3,344
	Xing - Preemption Circuit (Existing Location)				1	LS	7,726.00	4,800	2,926	7,726	0	7,726
	Xing - Track Filter/Battery Choke				2	EA	240.00	0	480	480	0	480
	Xing - Relay Track Circuit				6	EA	6,100.00	28,800	7,800	36,600	0	36,600
	Xing - Remove Location				1	LS	2,000.00	2,000	0	2,000	0	2,000
	Xing - Remove Location (Gates)				1	LS	2,000.00	2,000	0	2,000	0	2,000
	Xing - Sidelight				2	EA	907.00	0	1,814	1,814	0	1,814
	Xing - Engineering Design				1	LS	10,835.00	10,835	0	10,835	0	10,835
	Xing - Boring				1	LS	10,000.00	0	10,000	10,000	0	10,000
	Xing - Contract Services for Preempt Cutover				1	LS	20,000.00	0	20,000	20,000	0	20,000
	Xing - Fill/Rock/Gravel				1	LS	5,000.00	0	5,000	5,000	0	5,000
Fed with OH and Ind. 190.55%	Xing - Labor Additive				1	LS	247,021.40	247,021	0	247,021	0	247,021
	Xing - Meter Service				1	LS	5,000.00	0	5,000	5,000	0	5,000
<b>Sub-Total =</b>								<b>376,656</b>	<b>186,958</b>	<b>563,614</b>	<b>0</b>	<b>563,614</b>

**Totals =        376,656        186,958        563,614        0        563,614**

**Grand Total =                                \$563,614**

**Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.**



CONNECTS TO M.P. 735.47

CONNECTS TO M.P. 736.30

**NOTES:**

⊗ = TWISTED WIRES  
 INSULATED 1 TWIST PER FT.  
 ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS  
 TO BE SEPARATED BY AT LEAST 12" IN TRENCH,  
 LENGTHS SHOULD NOT EXCEED MANUFACTURER'S  
 RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION  
 AS THE SURFACE OF THE TRAVELED WAY & NO  
 MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX  
 UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND  
 WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".  
 REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD  
 FOR 240V TO 240V IS PROVIDED AS WELL  
 AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.  
 = = = = 4" X 260' CONDUIT

LIGHTS: LED LIGHTS

GATE "A": 24' \*\*  
 GATE "B": 27' \*\*  
 GATE "C": 24' \*\*  
 GATE "D": 27' \*\*

xx = BELL  
 ) = GUARDRAIL

TRK 1 ISLAND DISTANCE 232' MINIMUM 120' REQUIRED

PREFERRED ISLAND WIRE CONNECTIONS  
 ARE A MINIMUM 50' FROM EDGE OF ROAD

⊗ = GCP TO OPERATE IN SEMI-BI  
 DIRECTIONAL MODE. USE TAB 627  
 COUPLER.

△ = ENSURE TRACK POLARITY IS  
 TRANSPOSED ACROSS ALL  
 INSULATED JOINTS.

OFFSET AND ISLAND DISTANCES  
 TO BE VERIFIED BY FIELD

W(S) ← ○ → E(N)

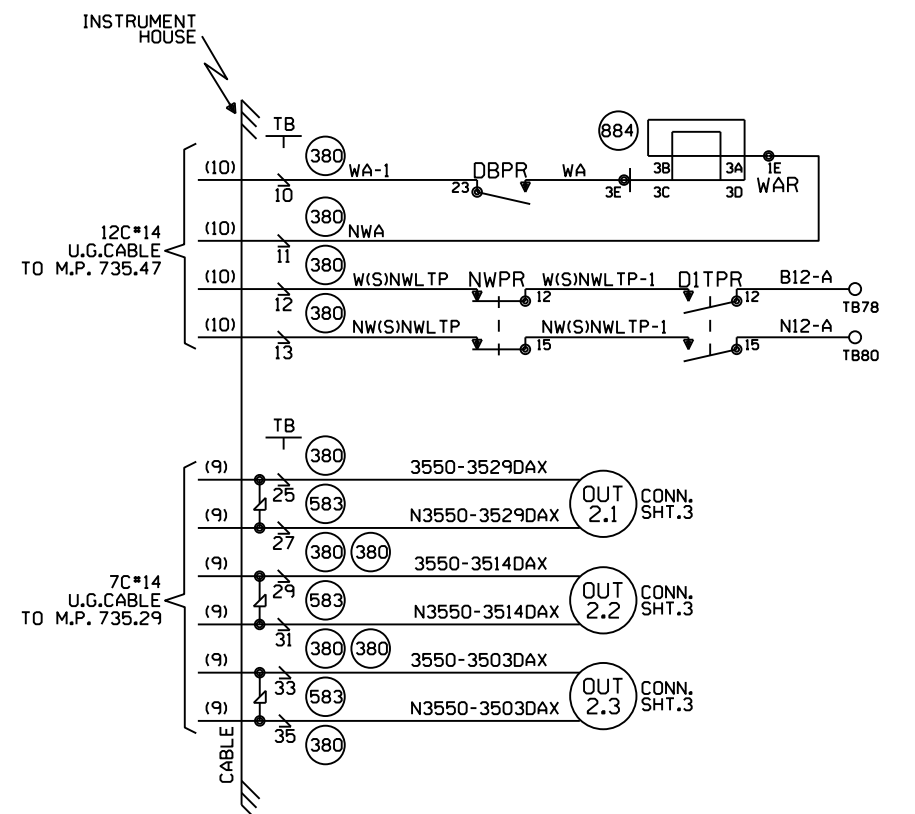
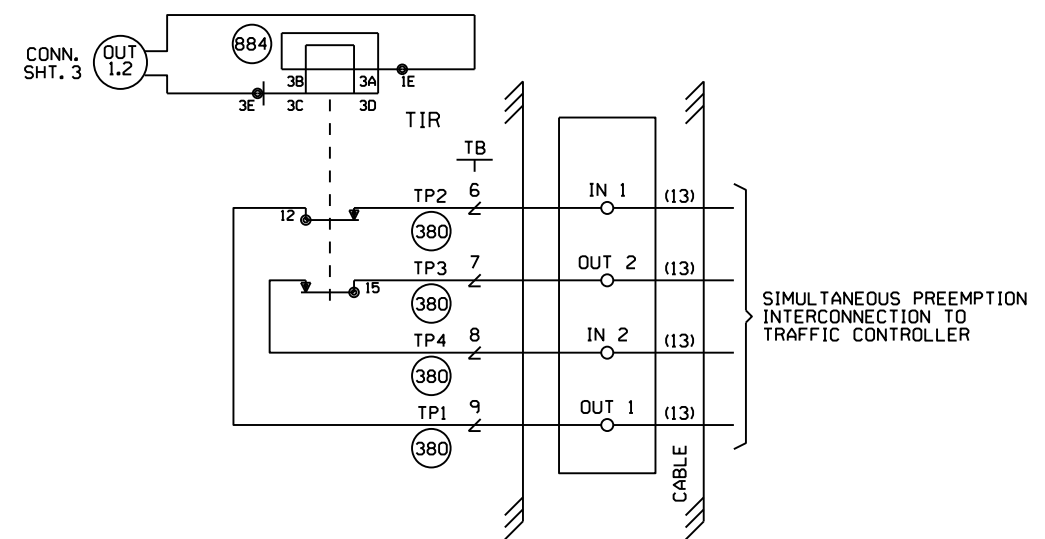
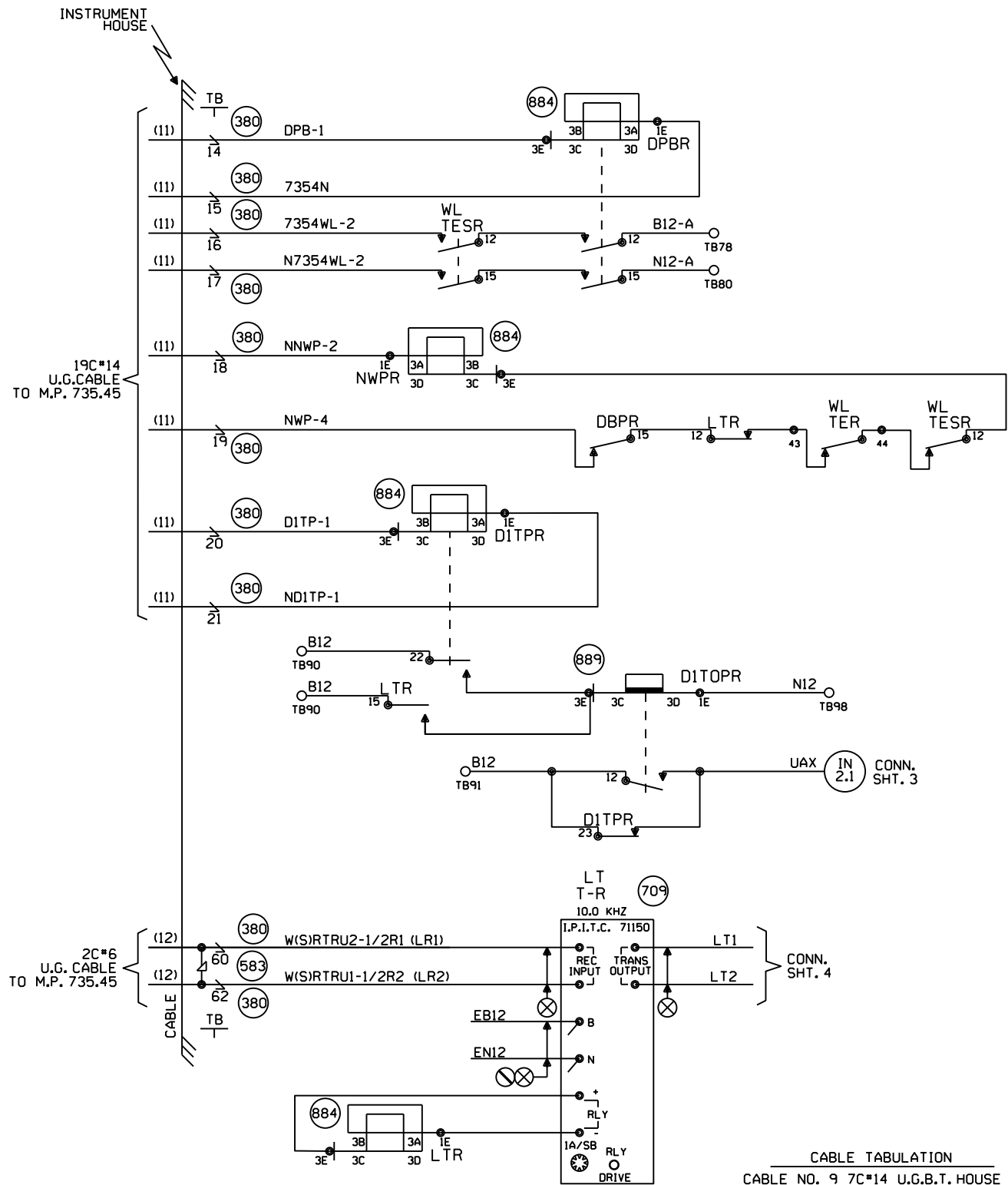
**CONSTRUCTION NOTES:**

1. ORDER AND INSTALL GUARDRAILS FOR GATES 'A' & 'B'
2. ORDER AND INSTALL 2500' 7C #14 UG CABLE FOR DAX FROM THIS LOCATION
3. REUSE EXISTING CABLE FROM CASE 7355 AT THIS LOCATION
4. ORDER AND INSTALL (6) TAB 884 AT THIS LOCATION
5. ORDER AND INSTALL (1) RACK 2 AT THIS LOCATION
6. ORDER AND INSTALL (1) RACK 14 AT THIS LOCATION

\*\* = FIELD VERIFY MEASUREMENT

**NEW SHEET**

Design: 8/6/18 SHIFT CROSSING TO NORTH 30 FEET HARDCASTLE STREET M.P. 735.50 Rec: 15 WO: 45786 /SWP /KPM REV. 09.23.16 4K 461YP.1	MODIFICATION LEVEL		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 8/6/18	<b>UNION PACIFIC RAILROAD</b> WOODBURN, OREGON HARDCASTLE STREET BROOKLYN SUBDIVISION Office of AVP Engineering - Signal Omaha, Nebraska	Sh: 1
	D. A. LAST LEVEL CHECKED	DV		Des: XRL		DOT 759605L
	LAST LEVEL MOD THIS TYPICAL	DV		Chk: SWP		MP: 735.50
	LAST LEVEL BY DESIGNER	DV		AFE: 45786		ID: C73550.1X
CHANGED FROM TYPICAL?		Y				



**CABLE TABULATION**

CABLE NO. 9 7C\*14 U.G.B.T. HOUSE TO M.P. 735.29  
 CABLE NO. 10 12C\*14 U.G.B.T. HOUSE TO M.P. 735.47  
 CABLE NO. 11 19C\*14 U.G.B.T. HOUSE TO M.P. 735.45  
 CABLE NO. 12 2C\*6 U.G.B.T. HOUSE TO M.P. 735.45  
 CABLE NO. 13 U.G.B.T. HOUSE TO TRAFFIC CONTROLLER

CABLES REUSED FROM VOIDED M.P. 735.50

**NEW SHEET**

Designed: 8/6/18 SHIFT CROSSING TO NORTH 30 FEET HARDCASTLE STREET M.P. 735.50 Rec'd: 15 WO: 45786 /SWP /XRL/KPM REV. 23.15 4K PREEMPT. 1A	<b>MODIFICATION LEVEL</b>		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 8/6/18	<b>UNION PACIFIC RAILROAD</b> WOODBURN, OREGON HARDCASTLE STREET BROOKLYN SUBDIVISION Office of AVP Engineering - Signal Omaha, Nebraska	Sh.: 1A
	D. A. LAST LEVEL CHECKED	DV		Des: XRL		DDT 759605L
	LAST LEVEL MOD THIS TYPICAL	DV		Chk: SWP		MP: 735.50
	LAST LEVEL BY DESIGNER	DV		AFE: 45786		ID: C73550.1AX



**EXHIBIT D**

**TO**

**PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT**

**Exhibit D** will be Contractor's Right of Entry Agreement (see Recitals)

Folder No.:  
UPRR Audit No.:

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

\_\_\_\_\_ (*Name of Contractor*)

a \_\_\_\_\_ corporation ("Contractor").

### **RECITALS:**

Contractor has been hired by \_\_\_\_\_ for \_\_\_\_\_ of the road crossing DOT \_\_\_\_\_ at Mile Posts \_\_\_\_\_ on the \_\_\_\_\_ Subdivision in \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_, in the general location shown on the Railroad Location Print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of an Agreement dated \_\_\_\_\_, between the Railroad and the \_\_\_\_\_.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

### **AGREEMENT:**

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein  
*(Expiration Date)*  
provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.
- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No.: \_\_\_\_\_*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 11 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
(Federal Tax ID #94-6001323)

By: \_\_\_\_\_  
Daniel Peters  
Real Estate – Public Projects

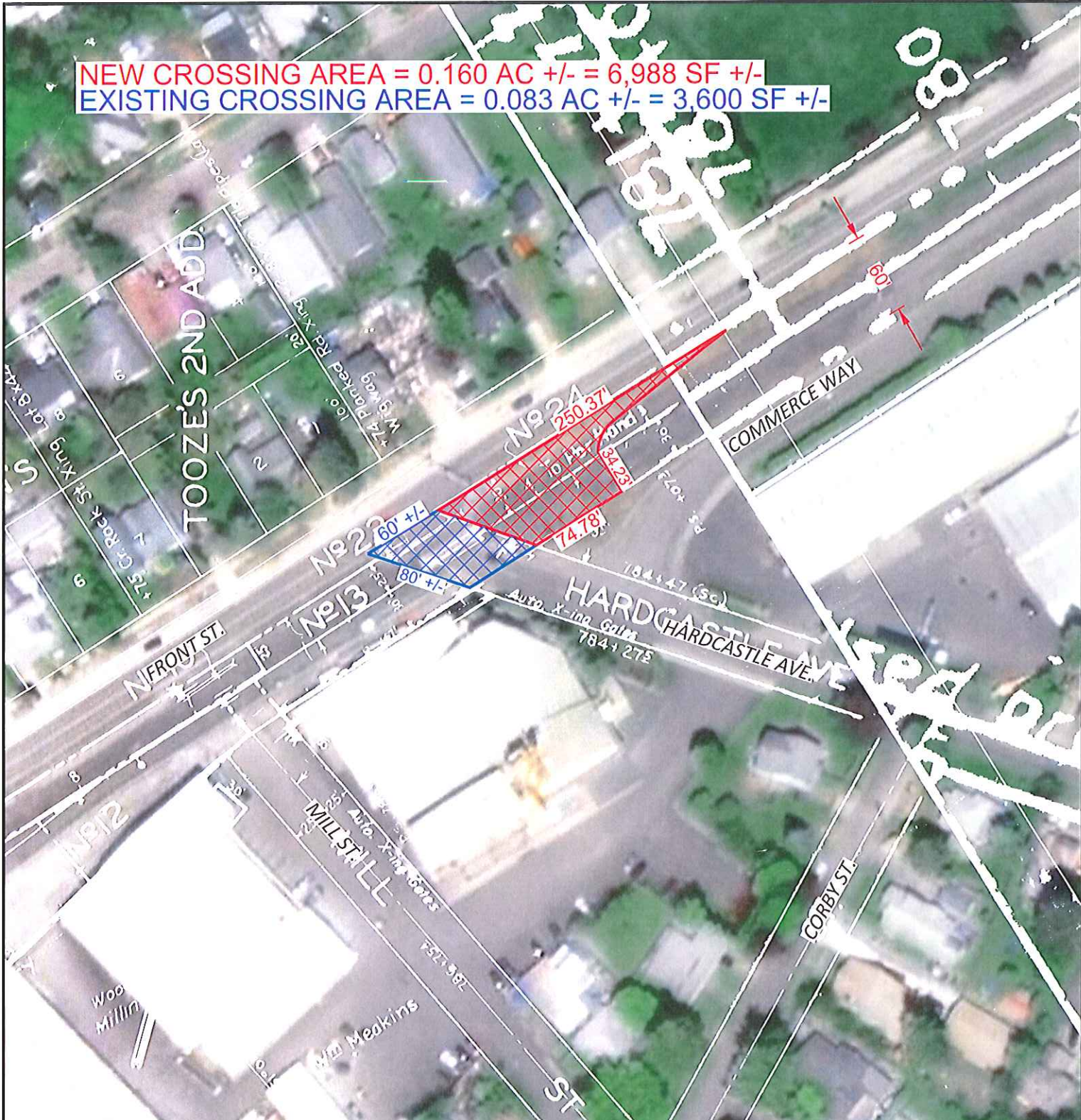
\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_




Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NEW CROSSING AREA = 0.160 AC +/- = 6,988 SF +/-**  
**EXISTING CROSSING AREA = 0.083 AC +/- = 3,600 SF +/-**



**LEGEND:**

- NEW CROSSING AREA ..... 
- EXISTING CROSSING AREA ..... 
- UPRRCO. R/W OUTLINED ..... 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

WOODBURN, MARION COUNTY, OR

M.P. 735.50 - BROOKLYN SUB.

MAP SP OR V-17 / 24 & S-24

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 2/11/2019

RRM FILE: 03140-05

CADD FILENAME	0314005.DGN
SCAN FILENAME	0314005_ORV17S24.TIF 0314005_ORV17O24.TIF

## **EXHIBIT B**

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### **GENERAL TERMS & CONDITIONS**

##### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

##### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be

freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.



**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.
- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or

expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

**B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

**E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **OTHER REQUIREMENTS**

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## **EXHIBIT D**

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### **MINIMUM SAFETY REQUIREMENTS**

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### **I. CLOTHING**

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
  - ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### **II. PERSONAL PROTECTIVE EQUIPMENT**

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### **III. ON TRACK SAFETY**

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### **IV. EQUIPMENT**

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### **V. GENERAL SAFETY REQUIREMENTS**

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
  - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
  - v. Before stepping over or crossing tracks, look in both directions first.
  - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.