




MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date:	October 20, 2021		
Department:	Public Works	Agenda Planning Date:	October 14, 2021
		Time required:	5 Min.
<input checked="" type="checkbox"/> Audio/Visual aids	Powerpoint		
Contact:	Ryan Crowther	Phone:	503-365-3112
Department Head Signature:			

TITLE

Approval of contract PW-4344-21 for the Marion County Intersection Improvements project.

Issue, Description & Background

ODOT's All Roads Transportation Safety (ARTS) program provides funding to Oregon counties and cities to construct safety improvements designed to mitigate known roadway hazards. Marion County was awarded ARTS funding in 2018 to install safety improvements at two rural intersections: (1) Brush Creek Drive NE at Silverton Road NE, and (2) Butteville Road NE at Ehlen Road NE. The improvements will include advance warning signs, durable pavement markings, transverse rumble stripes, vehicle actuated flashing beacons and intersection lighting.

On August 18, 2021 two bids were received and opened from Brown Contracting, Inc. (\$516,120) and Northstar Electrical Contractors (\$516,144) for this project.

Notice of Intent to award the contract to Brown Contracting, Inc. was posted on September 15, 2021 and became official on September 21, 2021 following the required 7-day protest period. No protests were received.

Financial Impacts:

ODOT's ARTS program will fund 92.22% of project costs, up to \$604,317.66, using state roadway funds. Marion County will pay 7.78% of project costs, primarily through the in-kind contribution of county staff labor hours. The total project cost estimate is \$655,300, which includes contingencies.

Impacts to Department & External Agencies

There are no impacts to other Marion County departments or external agencies.

Options for Consideration:

- 1) Approve and sign the contract for \$516,120 with Brown Contracting, Inc.
- 2) Take no action at this time.

Recommendation:

It is the recommendation of the Public Works department that the Board choose option 1, approve and sign the contract for \$516,120 with Brown Contracting, Inc.

List of attachments:

1. Contract Review Sheet
2. Contract PW-4344-21
3. Approved Solicitation Award Transmittal

Presenter:

Ryan Crowther



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Copies to:

Tim Beaver, tbeaver@co.marion.or.us

Contract Review Sheet

Contract #: PW-4344-21

Person Sending: **Tim Beaver**

Department: **Public Works**

Contact Phone #: 503-365-3100

Date Sent: **Wednesday, October 6, 2021**

☒ Contract ☐ Amendment# ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: Construction of Marion County Intersection Improvements

Contractor's Name: **Brown Contracting, Inc.**

Term - Date From: **Execution**

Expires: **Dec 31, 2022**

Contract Total: \$516,120.00

Amendment Amount:

New Contract Total:

Source Selection Method: Formal Bid (attach transmittal)

PW-965-21

Additional Considerations (check all that apply)

☐ Board Order# _____

☐ Incoming Funds

☐ Independent Contractor (LECS) approval date:

☐ Insurance Waiver (attach)

☒ CIP# **18-043** (required for all goods /software greater than \$5,000)

☐ Feasibility Determination (attach approved form)☐ Federal Funds (attach sub-recipient / contractor analysis)☐ Reinstatement (attach written justification)☐ Retroactive (attach written justification)**Description of Services or Grant Award:**

Construction of intersection warning signs, transverse rumble strips at stop controlled intersections, installing yellow flashing beacon systems and illumination at the intersections of Silverton Road at Brush Creek Road and Ehlen Road at Butteville Road.

FOR FINANCE USE

Date Finance Received:

BOC Planning Date:

Date Legal Received:

Comments:

REQUIRED APPROVALS:

Finance - Contracts

Date _____

Risk Manager

Date _____

Legal Counsel

Date _____

Chief Administrative Officer

Date _____

Date ☐ To be filed ☐ Added to Finance Table

☐ Date _____ Returned to department for signature _____



Marion County
OREGON

FINANCE DEPARTMENT

Solicitation Award Transmittal

Submitted By: Tim Beaver Department: Public Works

Contact Phone #: 503-365-3100 Date Sent: Tuesday, September 7, 2021

Solicitation Name: Construction of Marion County Intersection Improvements

Formal: ☒ Bid ☐ RFP Advertising Date: Aug 4, 2021 Close Date: Aug 18, 2021
Quote: ☐ Verbal ☐ Written ☐ IRFP

Addenda Issued/Date

#1 _____ #2 _____ #3 _____ #4 _____

Solicitations Received From (or attach solicitation summary)

Contractor Name	Bid-Quote Amount/Proposal Score
Brown Contracting, Inc.	\$516,120
Northstar Electrical Contractors	\$516,144

Bid/Proposal in compliance for all requirements: ☐ Yes ☒ No (Detailed explanation required if "No" is checked)

The low bidder neglect to fill in the Bid Certification section asking information on estimated total bonding and current bonding, but did complete and submit the Bid Certification. A Discretionary Action was approved to accept a revised page with that information included.

Fiscal Impact (Description of impact)

Funds have been budgeted

Service: 4408 Account: 533180

DEPARTMENT RECOMMENDATION

Name: Brown Contracting, Inc.

- ☒ Award to Low Bid-Quote/Highest Rank Proposal ☐ Multiple Awards
☐ Award to other than Low Bid-Quote/Highest Rank Proposal (Attach written support)
☐ Reject All Bids/Proposals (Attach written justification for rejection of all bids/proposals)

Finance Use: (when required)

Date Finance Received: 9/13/21

Comments:

* Low Quote

Solicitation Award Approval:

[Signature] 9/13/21
Finance Contracts / Date

[Signature] 9/14/21
Chief Administrative Officer / Date

Date paperwork returned to department: 9/14/21

CONSTRUCTION CONTRACT PW-4344-21

This Contract, made and entered into by and between Marion County, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and, Brown Contracting, Inc. hereinafter called the "Contractor" for the Project entitled: Construction of Marion County Intersection Improvements.

WITNESSETH

Contractor, in consideration of the sum of \$516,120.00 to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

1. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
2. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
3. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
4. Contractor shall indemnify, defend, save and hold harmless Marion County and its officers, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County, be indemnified by the Contractor and subcontractor from and against any and all Claims.

Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County, nor purport to act as legal representative of the Marion County, without the prior written consent of the County's Legal Counsel. The County may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the County, or the Contractor is not adequately defending the County's interests, or that an important governmental principle is at issue or that it is in the best interests of the County to do so. The County reserves all rights to pursue claims it may have against Contractor if the County elects to assume its own defense.

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.

6. In consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
7. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

- a. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- b. Nondiscrimination.

The Contractor, with regard to the Work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

- d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Marion County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to Marion County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, Marion County and the Oregon Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to:

1. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

11. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

12. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the completed performance. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the Parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

13. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by Marion County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals, the day and year written below.

MARION COUNTY SIGNATURES:

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: Brian Muhl 10/6/2021
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

BROWN CONTRACTING, INC. SIGNATURE:

Brown Contracting, Inc.
Company

Sean Emrick
Signature

Vice-President
Name

PO Box 26439
Title

Eugene, OR 97402
Address

541-338-9345
City, State, Zip

Phone Number _____

MARION COUNTY PUBLIC WORKS
INVITATION TO BID
FOR
THE CONSTRUCTION OF
MARION COUNTY INTERSECTION IMPROVEMENTS
Electrical

MARION COUNTY, OREGON

Bid Publication Date: **August 4, 2021**

Bid Opening: **August 18, 2021**

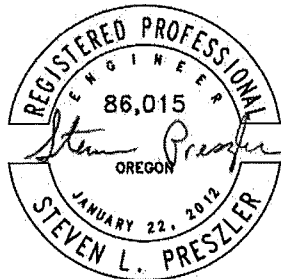
OREGONBUYS BID SOLICITATION # **S-C25102-00000241**

ECMS NO. **2021-203**
ACCOUNTING PROJECT NO. **104774**

MARION COUNTY BOARD OF COMMISSIONERS

Kevin Cameron	Commissioner
Danielle Bethell	Commissioner
Colm Willis	Commissioner

Brian Nicholas, Director of Public Works



Special Specifications Sections 00100, 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00210, 00220, 00221, 00222, 00223, 00224, 00280, 00290, 00305, 00310, 00320, 00330



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INTRODUCTION

1.1 Description of Work

Construction of intersection warning signs, transverse rumble strips at stop controlled intersections, installing yellow flashing beacon systems and illumination at the intersections of Silverton Road at Brush Creek Road and Ehlen Road at Butteville Road, as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. The estimated project cost is \$100,000 - \$500,000.

1.2 Requests for Clarification or Changes

As stated in section 00120.15 of the General Conditions for Marion County, any clarification of Plans and Specifications needed by the Bidder shall be submitted to Marion County at least five days prior to the date of Bid Closing. Failure to request clarification or changes in a timely manner shall be deemed acceptance of all the terms and conditions of the Procurement.

1.3 Time and Place of Receiving Bids

Submit Bids as specified in 00120.45 by 2:00 p.m. on August 18, 2021 (Bid Closing), to Tim Beaver, Contracts Specialist, c/o Receptionist, at Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802. Bids submitted after the time set for receiving Bids will not be opened or considered.

Bids will be opened and read in Building 1, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, immediately following Bid Closing. Bid results will be posted by 10:00 a.m. the next business day on the OregonBuys website at <https://oregonbuys.gov/bso/> under the solicitation number listed above.

1.4 Time for Completion of Work

Complete all Work to be done under the Contract no later than December 31, 2021.

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

1.5 Project Information

Information pertaining to this Project may be obtained from the following person at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

Tim Beaver
James Wharton-Hess

503-365-3100
503-566-4139

PWContracts@co.marion.or.us
PWContracts@co.marion.or.us

1.6 Bid Surety

No bid shall be considered unless it is accompanied by a surety bond, cashier's check, certified check, or irrevocable letter of credit by an insured institution, as defined in ORS 706.008, of the bidder in the amount of ten percent (10%) of the bid.

The county shall return the bid security to all bidders upon the execution of the contract. The county shall retain bid security if a bidder who is awarded a contract fails to promptly and properly execute the contract.

1.7 Applicable Specifications

The Standard Specifications applicable to the Work on this Project are the 2021 Oregon Standard Specifications for Construction, Parts 00200 through 03000, published by the Oregon Department of Transportation (ODOT) and available for download on the ODOT website at:

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

The General Conditions applicable to the Work on this Project are the General Conditions for Construction for Marion County, Part 00100, available for download on the Marion County website at: [https://www.co.marion.or.us/PW/Engineering/Documents/2021 MCPW General Conditions.pdf](https://www.co.marion.or.us/PW/Engineering/Documents/2021_MCPW_General_Conditions.pdf).

The Special Provisions applicable to the Work on this Project are enclosed in this Invitation To Bid (ITB). The Special Provisions shall be understood to supersede the Standard Specifications and General Conditions by modification and/or supplement. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or General Conditions bearing like numbers.

Bid documents are also available for viewing at the Marion County Public Works Department, Building 1, 5155 Silverton Road NE, Salem, OR 97305.

1.8 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

1.9 Contract Expiration Date

Contract expires on December 31, 2022.

1.10 Prevailing Wage Rate Requirements

The Contractor must comply with all of the Oregon Revised Statutes for Public Works Contracts.

The Project is subject to the applicable Oregon prevailing wage rate law (BOLI) and any amendments last published prior to the advertisement date listed on the bid document cover page. It is not subject to the Davis Bacon Act. See detailed requirements in the sample contract.

1.11 Funding

This project is funded with State of Oregon funds.

1.12 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package:

- Bid Schedule
- Bid Certification
- Bid Bond (or other Bid Guarantee as allowed in 00120.40(e))
- Drug and Alcohol Testing Policy Certification

The following form must be completed, signed and returned within two (2) hours of the Bid Closing:

- First-Tier Subcontractor Disclosure Form

The Agency may consider any Bid that does not include the mandatory submission forms identified in this section, filled out completely and appropriately endorsed, to be non-responsive. The Agency reserves the right to waive minor informalities and irregularities in determining the responsiveness of individual Bids. Non-responsive Bids shall not be considered for award.

MARION COUNTY PUBLIC WORKS
MARION COUNTY INTERSECTION IMPROVEMENTS
BID SCHEDULE
CONTRACT NUMBER 2021-203

PROJECT NUMBER 1

PROJECT ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
210.100	MOBILIZATION	1	LS	55,000.-	55,000.-
225.050	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	1	LS	18,000.-	18,000.-
225.070	TEMPORARY SIGNS	162	SF	19.-	3,078.-
225.490	FLAGGERS	640	HRS	1.-	640.-
225.493	TRAFFIC CONTROL SUPERVISOR	10	DAYS	500.-	5,000.-
280.100	EROSION CONTROL	1	LS	2,000.-	2,000.-
280.322	SEDIMENT BARRIER, TYPE 3	250	FT	8.-	2,000.-
280.480	PLASTIC SHEETING	250	SF	3.-	750.-
406.100	TUNNELING, BORING AND JACKING	1	LS	6,000.-	6,000.-
865.600	TRANSVERSE RUMBLE STRIPE PAVEMENT BAR, TYPE B-HS	240	SF	29.-	6,960.-
867.302	PAVEMENT BAR, TYPE HS	60	SF	48.-	2,880.-
905.100	REMOVE EXISTING SIGNS	1	LS	4,000.-	4,000.-
910.100	WOOD SIGN POSTS	640	FBM	44.-	28,160.-
940.620	SIGNS, STANDARD SHEETING, SHEET ALUMINUM	364	SF	43.-	15,652.-
970.200	POLE FOUNDATIONS	1	LS	30,000.-	30,000.-
970.400	CONDUIT AND JUNCTION BOX SYSTEM	1	LS	110,000.-	110,000.-
990.580	THROUGH ROUTE ADVANCED WARNING SYSTEM INSTALLATION	2	LS	113,000.-	226,000.-
CONTRACT 2021-203 - TOTAL EXTENSION				516,120.-	

BID CERTIFICATION

The Honorable Board of
County Commissioners
Marion County
Salem, Oregon 97301

Gentlemen:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid are those named herein; that this Bid Certification is in all respects fair and without fraud; that it is made without collusion with any official or employee of the County, and without any connection or collusion with any person making another certification on this Contract.

The Bidder also certifies to the following:

A. Noncollusion:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.
- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.
- The Bidder understands and acknowledges that the above representations are material and important and will be relied on by Marion County, in awarding the contract(s) for which this Bid is submitted. The Bidder understands that any misstatement in this Certification is and shall be treated as fraudulent concealment from Marion County, of the true facts relating to the submission of bids for this contract.

B. Noninvolvement in Any Debarment and Suspension:

The Bidder, its owners, directors, and officers:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the preceding paragraph of this Certification; and
- Have not within a three-year period preceding this Bid had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Certification, the prospective primary participant shall attach an explanation to this Bid.

List exceptions in writing on one or more pages, as necessary, with the heading, "Certification Exceptions, Bid Insert," and attach all pages to this Bid Certification. For each exception noted, indicate to whom the exception applies, initiating agency, and date(s) of action.

C. Lobbying Activities:

To the best of my knowledge and belief, that:

- 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 employee of any Federal 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.
- 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 Federal 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 Form to Report Lobbying," in accordance with its instructions to the ODOT Procurement Office - Construction Contracts Unit, MS# 2-2, 3930 Fairview Industrial Drive SE, Salem, Oregon 97302-1166. Copies of Standard Form-LLL are available at the above location.
- 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.
- The prospective participant also agrees by submitting his or her Bid that he or she shall require that the language of this Certification be inserted in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

D. Compliance With Oregon Tax Laws:

- By signature on this Bid, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder, that the undersigned has authority and knowledge regarding Bidder's payment of taxes, and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), ORS 403.200 to 403.250 (Tax For Emergency Communications), and ORS Chapters 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber And Forestland Tax), 323 (Cigarettes And Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

E. Employee Drug Testing Program:

- Pursuant to ORS 279C.505(2), that the bidder has an employee drug testing program in place, and will maintain such program for the entire period of this contract. Failure to maintain such program shall constitute a material breach of contract.

F. Nondiscrimination:

- Pursuant to ORS 279A.110, that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in obtaining any required subcontracts. The Bidder understands that it may be disqualified from bidding on this public improvement project if the Agency finds that the Bidder has violated subsection (1) of ORS 279A.110.

G. Use of Registered Subcontractors:

- That all subcontractors performing work on this public improvement contract will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

H. Incorporation of All Addenda:

- The Bidder has incorporated into this Bid all Addenda issued for this Project.
- The Bidder understands and acknowledges that the Agency will provide all Addenda only by publishing them on the OregonBuys website. Addenda may be downloaded from the OregonBuys website.
- The Bidder shall be responsible for diligently checking the OregonBuys website for Addenda. Bidders should check the web site at least weekly until one (1) week prior to the designated time to receive bids and daily thereafter.
- By submitting this Bid, the Bidder assumes all risks associated with its failure to access all Addenda and waives all claims, suits, and actions against the State, Agency, the Agency's governing commission and its members, and their officers, agents, and employees that may arise out of the Bidder's failure to access all Addenda, in spite of any contingencies such as website failure, down-time, service interruptions, and corrupted, inaccurate, or incomplete Addenda or information.

The Bidder declares that the Bidder has carefully examined the Specifications and other proposed Contract Documents; that the Bidder personally has made an examination of the site of the proposed Work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Conditions, Special Provisions, and other Contract Documents bound herewith are by reference a part of this Bid Certification.

The Bidder agrees to accept as full payment for the Work herein proposed or the materials to be furnished the amount computed as determined by the provisions of this Invitation To Bid and based on the following Bid Certification, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further declares the total amount of work, expressed in dollars, Bidder's company reasonably believes it is capable of bonding at any one time: \$30 million. The Bidder declares the portion of this amount which remains available at time of completion of this form is \$16 million.

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in the Contract.

The Bidder is prequalified on the Oregon Department of Transportation (ODOT) list for the Work categories requested for this Project and has attached proof of prequalification to this Bid.

Experience / References

The information on this form may be utilized by Marion County to consider whether a Bidder has met the standards of responsibility set forth in ORS279C.375.

Current Contracts in Force/Previous Experience – minimum of three required of similar nature with public sector work.

Contract #1		Jefferson St. Reconstruction
Location (city/state)	Eugene, OR	
Owners Name	City of Eugene	
Type of Work	Street Reconstruction - \$2,368,002 Contract	
% Completed	100%	
Estimated Completion Date	1/31/2018	

Contract #2		12 th & Washington Traffic Signal
Location (city/state)	Oregon City, OR	
Owners Name	City of Oregon City	
Type of Work	Intersection Reconstruction - \$345,021 Contract	
% Completed	100%	
Estimated Completion Date	October 2018	

Contract #3		Union St. NE Intersection
Location (city/state)	Salem, OR	
Owners Name	City of Salem	
Type of Work	Intersection & Signals - \$727,666 Contract	
% Completed	100%	
Estimated Completion Date	April 2017	

References – minimum of two project owner references and two subcontractor references.

#1 Project Owner Reference

Reference Name	Julie Titchbourne
Business or Employer	City of Salem
Telephone	503-588-6211
Project Name/\$ Amount	Union St. Intersection \$727,666

#2 Project Owner Reference

Reference Name	Kerry Werner
Business or Employer	City of Eugene
Telephone	541-682-5477
Project Name/\$ Amount	Jefferson St. \$2,368,002

#1 Subcontractor Reference

Reference Name	Aaron Clickett
Business or Employer	Aiken Electric
Telephone	541-410-8286
Project Name/\$ Amount	12 th & Washington - \$207,202

#2 Subcontractor Reference

Reference Name	Chris Edwards
Business or Employer	Lantz Electric
Telephone	541-726-0659
Project Name/\$ Amount	Roseburg Downtown \$311,722

The name of the Bidder who is submitting this Bid Certification is:

Company: Brown Contracting, Inc.
(Print or Type)

Address: PO Box 26439
(Print or Type)

City, State Zip Eugene OR 97402
(Print or Type)

which address is the address to which all communications considered with this Bid Certification and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid and Bid Certification or of the partners, if the Bid Certification is submitted by a partnership, or of all persons interested in this Bid Certification as principals, are as follows:

Sean Emrick

Don Brown

Dated this 18 day of August, 2021.

Construction Contractor's
Board Registration Number

114260

Brown Contracting, Inc.
Firm Name

[Signature]
Signature of Bidder

Sean Emrick
Name

Print or Type

Vice-President
Title

Print or Type

Telephone No. 541-338-9345

Email Address: sean@browncontracting.net

Tax ID # 93-1206558

Business Organization: (Check one)

☒ Corporation

☐ Limited Liability Company

☐ Joint Venture

☐ Partnership

☐ Sole Proprietorship

☐ Other _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that BROWN CONTRACTING, INC.

 , hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA, a Corporation organized and existing under and by virtue of the laws of the state CONNECTICUT duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the penal sum of NOT TO EXCEED TEN PERCENT OF
AMOUNT BID** Dollars (\$ *(10%)*), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for MARION COUNTY INTERSECTION IMPROVEMENTS, PROJECT #2021-203 said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the penal sum as liquidated damages.

Signed and sealed this 13th day of AUGUST, 20 21.

BROWN CONTRACTING, INC.

Principal

By: 

A certified copy of the Agent's
Power-of-Attorney must be
Attached hereto.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By: 

Attorney-in-Fact MICHELLE BENCH



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle Bench** of **SPRINGFIELD, Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

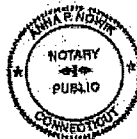
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

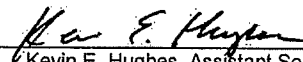
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of AUGUST, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

PERFORMANCE BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Brown Contracting, Inc. as PRINCIPAL (hereinafter called CONTRACTOR) and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the state of CONNECTICUT, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY, as OBLIGEE (hereinafter called MARION COUNTY), the amount of Five Hundred Sixteen Thousand One Hundred Twenty Dollars and Zero Cents (\$516,120.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated 27, September, 2021, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: The Construction of Marion County Intersection Improvements.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for The Construction of Marion County Intersection Improvements are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27 day of Sept., 2021.

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
SURETY

By: Michelle Bench

Title: MICHELLE BENCH, ATTORNEY-
IN-FACT

ONE TOWER SQUARE-2SHS
Street Address

HARTFORD, CONNECTICUT 06183
City, State ZIP

541-741-0550
Phone Number

BROWN CONTRACTING, INC.

CONTRACTOR

By: [Signature]

Title: Vice-President

PO BOX 26439
Street Address

EUGENE OR 97402
City, State ZIP

541-338-9345
Phone Number

LABOR AND MATERIALS PAYMENT BOND

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Brown Contracting, Inc. as PRINCIPAL and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the state of CONNECTICUT, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of Five Hundred Sixteen Thousand One Hundred Twenty Dollars and Zero Cents (\$516,120.00) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated 27 Sept., 2021, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: The Construction of Marion County Intersection Improvements.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the

contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27 day of Sept., 2021.

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

SURETY

By: Michelle Bench

Title: MICHELLE BENCH, ATTORNEY-
IN-FACT

ONE TOWER SQUARE-2SHS

Street Address

HARTFORD, CONNECTICUT 06183

City, State ZIP

541-741-0550

Phone Number

BROWN CONTRACTING, INC.

CONTRACTOR

By: [Signature]

Title: Vice-President

PO BOX 26439

Street Address

EUGENE OR 97402

City, State ZIP

541-338-9345

Phone Number



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle Bench** of **SPRINGFIELD**, **Oregon**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

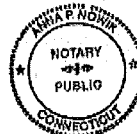
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

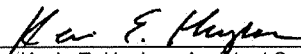
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27 day of Sept, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DRUG & ALCOHOL TESTING POLICY CERTIFICATION

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

✓ Yes No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

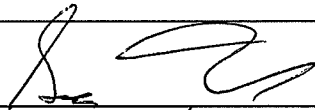
Please print or type:

Company Name Brown Contracting, Inc.

Name/Title Sean Emrick, Vice-President

Address PO Box 26439, Eugene, OR 97402

Signature



Date

8/19/2021

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

Instructions for Submitting Form

Submittal of the First-Tier Subcontractor Disclosure Form is mandatory for all public improvement project bids estimated to exceed \$100,000. Submit the First-Tier Subcontractor Disclosure Form in one of the following manners:

- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it together with the Bid at the time and place designated for receipt of Bids.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and submitting it to Tim Beaver, Procurement Specialist, Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802, **NOT LATER THAN** two (2) working hours after the time Bids are due.
- By filling out the Subcontractor Disclosure Form included in this Invitation To Bid and emailing it to PWContracts@co.marion.or.us **NOT LATER THAN** two (2) working hours after the time Bids are due.

Instructions for First-Tier Subcontractor Disclosure

Use the First-Tier Subcontractor Disclosure Form to disclose all subcontracts included in the Bid that are equal to or greater than the following:

1. Five percent (5%) of the total project Bid or \$15,000, whichever is greater, or
2. \$350,000 regardless of the percentage of the total project Bid

Disclose the following information for each subcontractor:

- The name of the subcontractor
- The category of work that the subcontractor will be performing
- The dollar amount of the subcontract

If your Bid includes no subcontractors or if your Bid includes no contracts that are equal to or greater than the disclosure criteria, above, you are still required to submit the form, with the appropriate box checked or enter "NONE" on the first line.

THE AGENCY MUST REJECT BIDS if the Bidder fails to submit the disclosure form with this information by the stated deadline.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name Marion County Intersection Improvements
 ECMS Contract # 2021-203
 Bid Opening Date 8/19/2021
 Name of Bidding Contractor Brown Contracting, Inc.

☐ CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

FIRST-TIER SUBCONTRACTORS

Firm Name <u>Aiken Corporation Electrical Contractors</u>	Dollar Amount <u>\$271,835.-</u>
Category of Work <u>electrical</u>	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

Firm Name	Dollar Amount
Category of Work	

(Attach additional sheets as necessary)

SPECIAL PROVISIONS

PART 00100 – GENERAL CONDITIONS

Replace this PART of the Oregon Standard Specifications for Construction with the following:

General Conditions for Construction for Marion County, v20121, a Supplemental Specification published by Marion County on the Marion County Public Works Engineering Division website at <http://www.co.marion.or.us/PW/Engineering> and included in these Special Provisions by reference.

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

Comply with Section 00110 of the Supplemental Specifications modified as follows.

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

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the General Conditions modified as follows:

000120.05 Request for Invitation to Bid – Replace the first paragraph with the following:

An Invitation to Bid (ITB) can be obtained for free by registering on the OregonBuys website at <https://oregonbuys.gov/bsol/> and then searching "Bid Solicitations" for "Marion County" or for the OregonBuys Bid Solicitation number listed in the advertisement and ITB cover sheet.

00120.30 Changes to Plans, Specifications or Quantities before Opening of Bids – Replace the first paragraph with the following:

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. The Agency will provide Addenda by publishing them on the OregonBuys website at <https://oregonbuys.gov/bsol/>. Bidders shall be solely responsible to check OregonBuys for Addenda periodically, including daily, as necessary, to receive all Addenda applicable to the Bid.

0120.40(f) Disclosure of First-Tier Subcontractors – Add the following sentence after the fifth bullet:

Submittal of the First-Tier Subcontractor Disclosure Form is required.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the General Conditions modified as follows:.

00130.10 Award of Contract – Replace the sentence that begins with "The Agency will post ..." with the following:

The Agency will post Notice of Intent to Award on the OregonBuys website at <https://oregonbuys.gov/bsol/>.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the General Conditions.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the General Conditions modified as follows:

Add the following subsection:

00150.50(f) Utility Information - If unanticipated utilities are encountered, protect them from damage or disturbance, and promptly notify the Engineer.

There are no anticipated conflicts with the Utilities listed below:

Utility	Contact	Phone
1. PGE	Lisa Guarnero	503-742-8299
2. Century Link	Josh Fallin	503-399-4931
3. Comcast	David Hammill	503-584-5754

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the General Conditions.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the General Conditions modified as follows:

00165.10(a) Field-Tested Materials – Add the following paragraph to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the General Conditions. .

SECTION 00180 – PROSECUTION AND PROGRESS

Add the following Subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Completion Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Holidays and Special Events	00220.40(e)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00745.51

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection

00180.41 Project Work Schedules – Add the following paragraph:

The Contractor shall submit a Type **B** schedule.

00180.42 Preconstruction Conference - Add the following sentence to the first paragraph:

The meeting is to include, but not necessarily to be limited to, representatives of the following groups: Marion County Public Works, Marion County's Consultants, Contractor, Contractor's quality control representative, subcontractors, and utilities.

Add the following Subsection:

00180.50(h) Contract Time – Complete all Work to be done under the Contract not later than December 31, 2021.

00180.85(b) Liquidated Damages - Replace the first paragraph with the following:

Marion County will sustain damage if the Work required under the contract or under any one segment noted above is not completed within the specified Contract Time. However, it will be unduly burdensome and difficult to demonstrate the exact dollar value of such damages.

Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages, the amount of **\$805** for each Calendar Day used in excess of the Contract Time or adjusted Contract Time, by noted segment or in total, for all Work under the Contract or under a particular segment of work.

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

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the General Conditions modified as follows:

00190.20(f-2) Scale Without Automatic Printer - Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$40.00 per hour.

00190.20(f-3) Duties of Weigh Technician - Delete the first four bullets.

00190.20(g) Agency-Provided Weigh Technician - Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$40.00 per hour.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the General Conditions:

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Supplemental Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

FORCE ACCOUNT WORK

Comply with Section 00197 of the Supplemental Specifications.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

- Marion County will provide preliminary notification to adjacent property owners. The notification will only contain general information.
- The contractor will provide written notice to adjacent property owners and/or businesses 72 hours before beginning work. The notice shall contain the following information:
 - Construction dates.
 - Construction hours.
 - Construction activities that may impact them.
 - Limitations to access driveways.
- 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 00222.40. 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.
- 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.

00220.40(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 as follows:

- Monday through Friday, between 9:00 a.m. and 3:00 p.m.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

- Install an 18 by 24-inch "NO PARKING" sign along section of road that on-street parking is prohibited, facing incoming traffic.

00222.80 Measurement - Before the sentence that begins "The quantities of...." Add the following "When included in the Schedule of Items..."

No measurement of quantities will be made for "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs.

00222.90 Payment - In the first sentence, replace "The accepted quantities...." with " When included in the Schedule of Items..."

No separate or additional payment will be made for furnishing, installing, and maintaining 72 by 24-inch "CONSTRUCTION VEHICLE DO NOT FOLLOW" (CW23-14) signs.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications modified as follows:

00223.80 Measurement - Before the sentence that begins "The quantities of...." Add the following "When included in the Schedule of Items..."

00223.90 Payment - In the first sentence, replace "The accepted quantities...." with " When included in the Schedule of Items..."

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

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

00224.80 Measurement - Before the sentence that begins "The quantities of...." Add the following "When included in the Schedule of Items..."

00224.90 Payment - In the first sentence, replace "The accepted quantities...." with " When included in the Schedule of Items..."

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.

00280.62 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 within 24 hours.

00280.80 Measurement - Before the sentence that begins "The quantities of...." Add the following "When included in the Schedule of Items..."

00280.90 Payment - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items."

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

00280.91 Payment - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items."

SECTION 00290 - ENVIRONMENTAL PROTECTION

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

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

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

00290.90 Payment - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items."

00290.91 Payment - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items."

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

SECTION 00305 - CONSTRUCTION SURVEY WORK

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

00305.00 Scope - Add the following sentence:

The "ODOT Construction Surveying Manual for Contractors is available at:
<https://www.oregon.gov/ODOT/ETA/Pages/Surveying.aspx>.

00305.20 Engineered Digital Data Exchange - Exchanges in digital data shall be in the following formats:

- Alignments (Horizontal and Vertical) - LandXML alignments.
- CAD (graphics) - AutoCad Design File (.dwg).
- Coordinates (1D, 2D, and 3D) - LandXML Coordinates and Comma Separated Values Text Surface File (.cvs).
- Digital Terrain Model (DTM) - LandXML Surface
- Construction

00305.40 The Pre-Construction Survey - In the Surveying Manual for Contractors, delete Chapter 7 "The Pre-Construction Survey".

00305.90 Payment - After the first sentence add the following sentence:

Submit a Lump Sum Breakdown for payment.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.80 Measurement - Before the sentence that begins "The quantities of...." Add the following "When included in the Schedule of Items..."

00310.90 Payment - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items."

Add the following to the end of this subsection:

No separate or additional payment will be made for removal or disposal Work included in Section 00330 according to 00310.02.

00310.92 Separate Item Basis - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items."

SECTION 00320 - CLEARING AND GRUBBING

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

00320.80 Measurement - Before the sentence that begins "The quantities of...." Add the following "When included in the Schedule of Items..."

00320.90 Payment - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items."

SECTION 00330 – EARTHWORK

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

Unless otherwise specifically allowed and subject to the requirements of Section 00280, dispose of materials, classed as waste materials in 00330.41(a)(3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on Wetlands, either public or private, or within 300 feet of rivers or streams.

00330.81 Excavation Basis Measurement - Before the sentence that begins "The quantities of...." Add the following "When included in the Schedule of Items..."

00330.82 Embankment Basis Measurement - Before the sentence that begins "The quantities of...." Add the following "When included in the Schedule of Items..."

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.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

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

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

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows.

00867.00 Scope – Add the following paragraph:

At approach to stop controlled intersections, install raised transverse rumble stripes according to Sheet SS3.

00867.80 Measurement – Add the following to the end of this section:

Transverse Rumble Stripe Pavement Bar, Type B-HS will assume a pavement bar thickness of 0.25 inches.

00867.90 Payment – Add the following pay item after pay item:

Pay Item	Unit of Measurement
(t) Transverse Rumble Stripe Pavement Bar, Type B-HS.....	Square Foot

Add the following paragraph after the paragraph that begins "Item (s) includes one...":

Item (t) includes all transverse pavement markings that are defined as a "Rumble Stripe Bar" including transverse rumble stripes.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

00905.90 Payment - In the first sentence, replace "The accepted quantities of....." with "When included in the schedule of items.

SECTION 00910 - WOOD SIGN POSTS

Comply with Section 00910 of the Standard Specifications.

SECTION 00920 - SIGN SUPPORT FOOTINGS

Comply with Section 00920 of the Standard Specifications.

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.10 Materials - Replace the second paragraph with the following:

Furnish high visibility, 3M Diamond Grade 4081 Fluorescent Yellow, or an equal approved by the Engineer.

Add the following subsection:

00940.12 Sign Coatings - Furnish all signs on the Project with a shop-applied anti-graffiti coating on both the background and legend sheeting according to 02910.70, regardless of substrate material.

00940.40 General - Add the following sentence to the end of the paragraph that begins "Fabricate all components...":

For signs that require anti-graffiti coating, fabricate all components of each individual sign with sheeting and anti-graffiti coating from the same supplier to ensure that all components are compatible and are warrantable by the manufacturer.

At the end of the subsection, add the following paragraph:

Signs that are replaced shall be salvaged and returned to Marion County.

00940.90 Payment - Add the following paragraph to the end of this subsection:

No separate or additional payment will be made for anti-graffiti coating of signs.

SECTION 00950 - REMOVAL OF ELECTRICAL SYSTEMS

Comply with Section 00950 of the Standard Specifications modified as follows:

00950.02 Definitions - Add the following after the electrical systems definition:

The electrical system to be removed under this Contract include:

Existing flashing beacon assemblies at the intersection of Silverton Road and Brush Creek Road, Silverton, Oregon

00950.42 Salvaging and Stockpiling Materials - Add the following to the end of this subsection:

Salvage the materials and stockpile them at the locations indicated. Contact Marion County Public Works (Steve Preszler) at (503) 365-3157 to confirm delivery 48 hours prior to delivery.

The following materials will remain the property of the Agency:

Materials

Stockpile Locations

2 Each – Post Top Solar Powered Flasher Assembly

5155 Silverton Road NE, Salem, Oregon 97305

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

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

00960.30 Licensed Electricians - Replace the paragraph that begins "According to the Oregon Administrative Rule ..." with the following paragraph:

According to the Oregon Administrative Rule 918-282-0120(1), no person or entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282.

00960.45 Grounding and bonding – Add the following subsections:

(f) **Expansion Fitting** – Install an expansion fitting at each expansion joint in or on a structure.

(g) **Conduit on Wood Poles** - Mount conduit on wood poles with two-hole, galvanized, steel conduit straps spaced no more than 3 feet apart. Mount conduit on Utility-owned wood poles according to local Utility regulations. Use stand-off brackets if required.

00960.46 Service Cabinet and Electrical Energy - Replace this subsection, except for the subsection number and title, with the following:

Install service cabinet and associated equipment, then arrange for the Utility providing power to have the service cabinet inspected and make the electrical hook-up prior to field testing. Field test according to 00990.70(g) for traffic signals, or according to 00970.70 for illumination.

Table 00960-1 contains Utility contact information to arrange for the Utility to make electrical hookups:

Table 00960-1

Location	Utility	Utility Contact Person's Name, and Phone Number	Utility Work Order Number
Ehlen Road at Butteville Road	PGE	PGE Lisa Guarnero 503-742-8299	M3025685
Silverton Rosd at Brush Creek Rpad	PGE	PGE Lisa Guarnero 503-742-8299	M3025687

Electrical energy is flat-rated. Meter base is not required.

Electrical energy costs will be billed to the Agency for permanent installations.

SECTION 00962 - METAL ILLUMINATION AND TRAFFIC SIGNAL SUPPORTS

Comply with Section 00962 of the Standard Specifications.

SECTION 00970 - HIGHWAY ILLUMINATION

Comply with Section 00970 of the Standard Specifications modified as follows:

00970.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

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:

Pay Item	Unit of Measurement
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(a) Pole Foundations	Lump Sum
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(b) Conduit and Junction Box System.	Lump Sum
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Item (a) includes all PGE pre-cast foundations for lighting poles.

Item (b) includes all conduit, junction boxes, and other items required to construct the lighting system as specified.

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.

No separate or additional payment will be made for the following:

- Replacement of disturbed earthwork, base, and surfacing.
- Steel reinforcement

SECTION 00990 - TRAFFIC SIGNALS

Comply with Section 00990 of the Standard Specifications modified as follows:

Add the following subsection:

00990.13 Through Route Advance Warning System – Furnish the following pre-approved Western Systems materials or an approved equal. Substitutions shall be approved by the Engineer prior to installation.

Western Systems Part No.	Description
Advance Warning Flashers:	
8530020200	CONTROL CABINET (R829-G) SOLAR, NATURAL FINISH
8530010302	BATTERY 100AH
8530010292	80 WATT SOLAR PANEL
8530010296	TOP OF POST MOUNT FOR 50, 80, & 170 WATT SOLAR PANELS
8530010289	SOLAR PANEL HARNESS, MC4 TO SPADE TERMINALS, 8'
8530010306	LED 12" YELLOW MODULE (R247E / R247-F / R247-G / R829-E / R829-F / R829-G / R820-E / R820-F / R829-G) (DIALIGHT #433-3230-900XL)
8530010310	SIGNAL HEAD POLYCARBONATE WITH VISOR 12" (BLACK)
8530010320	PELCO SIGNAL HEAD MOUNTING KIT (2 ARMS) BLACK
8530038020	HARNESS, 16FT, 2C 18AWG, RED/BLACK, FORK TERMINALS BOTH ENDS
8530060050	EMS ADD-ON, WIRELESS RADIO + ANTENNA KIT
8530020104	SOLAR ENGINE (R829-F) SCHOOL ZONE (NATURAL FINISH) GEN III-U
8530010249	TOP OF POLE MOUNT 2" - 2.5" SQUARE & 2.38" - 2.88" OD ROUND, CAST MOUNT, NO ARMS (UNFINISHED)
8530010223	BATTERY STANDARD TEMPERATURE RANGE 17.2 AHR (F SERIES ONLY) (2 REQUIRED)
8530010306	LED 12" YELLOW MODULE (R247E / R247-F / R247-G / R829-E / R829-F / R829-G / R820-E / R820-F / R829-G) (DIALIGHT #433-3230-900XL)
8530075520	SIGNAL HEAD POLYCARBONATE WITH VISOR & STIFFENING PLATES 12" (BLACK) (INTEGRATED TO SOLAR ENGINE)
8530010310	SIGNAL HEAD POLYCARBONATE WITH VISOR 12" (BLACK)
8530010320	PELCO SIGNAL HEAD MOUNTING KIT (2 ARMS) BLACK
8530080149	HARNESS, 4FT (FOR INTEGRATED SIGNAL HEADS & LED ENHANCED SIGN)
8530080151	HARNESS, 16FT, 2C 18AWG, RED/BLACK, FORK TERMINALS ONE END
8530060050	EMS ADD-ON, WIRELESS RADIO + ANTENNA KIT
6280025002	WIRELESS TRANSCEIVER CONTACT CLOSURE 902-928MHZ 8 INPUTS / 8 OUTPUTS
6280030156	TRANSFORMER 12VDC 800MA, DIO PLUG, WALL MOUNT
6280050526	CABLE, 5FT DIO PROGRAMMING
5081000096	LOW POWER MONITORING DEVICE WITH GLANCE & CONNECTIVITY & SUPPORT PLAN (5 YR)
0000000000	Wiring Harness for AI LPU to Carmanah F-Series

Stop Sign Flashers:	
8530020150	SOLAR ENGINE (R247-F) 24-HOUR BEACON (NATURAL FINISH)

8530010249	TOP OF POLE MOUNT 2" - 2.5" SQUARE & 2.38" - 2.88" OD ROUND, CAST MOUNT, NO ARMS (UNFINISHED)
8530010223	BATTERY STANDARD TEMPERATURE RANGE 17.2 AHR (F SERIES ONLY) (2 REQUIRED)
8530010305	LED 12" RED MODULE (R247E / R247-F / R247-G / R829-E / R829-F / R829-G / R820-E / R820-F / R829-G)
8530075520	SIGNAL HEAD POLYCARBONATE WITH VISOR & STIFFENING PLATES 12" (BLACK) (INTEGRATED TO SOLAR ENGINE)
8530080149	HARNESS, 4FT (FOR INTEGRATED SIGNAL HEADS & LED ENHANCED SIGN)

Detection Station (Solar):	
6280025002	WIRELESS TRANSCEIVER CONTACT CLOSURE 902-928MHZ 8 INPUTS / 8 OUTPUTS
6280030156	TRANSFORMER 12VDC 800MA, DIO PLUG, WALL MOUNT
5870005000	WAVETRONIX MATRIX STOP BAR DETECTOR
5870005085	WAVETRONIX 4CH DIN RAIL MOUNT CONTACT CLOSURE MODULE
5870005110	WAVETRONIX 24 VDC RELAY - SCREW TERMINAL
5870005116	WAVETRONIX 1AMP @ 24 VDC POWER SUPPLY
5870005953	CABLE WITH CONNECTOR (MATRIX) 40FT / 200V
2030070112	CABINET DETECTION (MARION COUNTY) SIDE STREET OCCUPANCY WITH SD TRANSFORMER
2030099999	CABINET SMALL APPLICATION; ENGINEERING

Solar System for Detection Station:	
S-TSP-STP045	Tamarack 4" PoleTop 1 60/72c Panel Mount *4" Pole Sourced Locally
S-HELI-370-BOB	Helene 370W Mono 72-cell US-Black
O-MC4-CABLE-030	30' Cable w/ LOCKING MC4 PLUGS (Cut in half to match series string output cables to combiner box)
O-Wiley-Clip	Wiley SS Cable Clip- ACC-PV
O-WIRE-FIT	Watertight-Single Hole Strain Relief
O-MNE-BIGBABY	Midnite Solar Big Baby Breaker Box
O-MNE-SBB-B	Short Bus Bar - Black
S-MNEPV-6	Midnite 6A PV Breaker-DIN DC Direct Load
S-MNEPV-15	Midnite 15A PV Breaker-DIN Solar to CC
S-MNEPV-20	Midnite 20A PV Breaker-DIN CC to Battery
C-MS-SS-MPPT15L	Morningstar SunSaver MPPT 15A
O-BIC-2G-UL	15in 2ga Battery Cable, BLK THW, UL
B-CO-2120L	Concorde 12V 210ah AGM Battery

Add the following subsection:

00990.15 Connectivity and Support Plan - Furnish a five year connectivity and support plan with each unit.

00990.90 Payment - Delete Pay Item (c) from the pay item list.

Add the following pay item after Pay Item:

Pay Item	Unit of Measurement
(h) Through Route Advance Warning System Installation.....	Lump Sum

Delete the paragraph that begins "Item (c) includes furnishing and installing..."

Replace the paragraph that begins "In Items (a), (b), (c), (d), (f) ..." with the following paragraph:

In Items (a), (b), (d), (f) and (g), the intersection location will be inserted in the blank.

Replace the paragraph that begins "Item (b) includes furnishing and replacing..." with the following paragraph:

Item (b) includes furnishing and replacing or installing items for an existing traffic signal installation and the detection system.

Item (h) includes furnishing and installing all materials, equipment, labor, and incidentals necessary to complete the the work specified and as shown on the project plans and as specified in section 00990.13.

Item (h) includes a five year connectivity and support plans.

Replace the paragraph that begins "Mast arm pole and strain pole foundations ..." with the following paragraph:

Drilled shaft foundations for traffic signal 15 foot through 55 foot mast arm supports will be paid for according to 00963.90. Drilled shaft foundations for traffic signal 60 foot through 75 foot mast arm supports will be paid for according to 00921.90.

No additional payment will be made for five year connectivity and support plans.

SECTION 02001 - CONCRETE

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

02001.02 Abbreviations and Definitions: Replace the sentence that begins "**Pozzolans** - Fly ash, silica fume..." with the following sentence:

Pozzolans - Fly ash, natural pozzolans, silica fume, and high-reactivity pozzolans.

Replace the sentence that begins "**Supplementary Cementitious Materials** - Fly ash, silica fume..." with the following sentence:

Supplementary Cementitious Materials - Pozzolans and ground granulated blast furnace slag.

02001.20(a) Strength - Replace Table 2001-1 with the following Table 2001-1:

Table 02001-1

Concrete Strength and Water/Cementitious Material (w/cm) Ratio		
Type of Concrete	Strength f'_c (psi)	Maximum w/cm Ratio
Structural	3300	0.50
	3300 (Seal)	0.45
	4000	0.48
	4000	

	(Drilled Shaft)	
	HPC4500	0.40
	HPC(IC)4500	
	5000 +	
Paving	4000	0.44
PPCM's (with cast-in-place decks and no entrained air)	5000	0.48
	5500	0.44
	6000 +	0.42

Add the following subsection:

02001.20(f) Internal Curing - For HPC(IC) concrete, internally cure the mixture according to the following:

Substitute 350 lbs (SSD) LWFA for standard fine aggregate.

Add the following subsection:

02001.30(e)(2) Lightweight Fine Aggregate for Internal Curing - Use lightweight fine aggregate (LWFA) according to ASTM C1761 for Internally Cured (IC) concrete. Provide a Test Report from within the last calendar year showing the product meets ASTM C330.

Maintain the LWFA at or above Saturated Surface Dry (SSD) condition by uniformly saturating and allowing drain down prior to batching and verify moisture condition by sampling and testing according to ODOT TM 249. Maintain the SSD condition during all batching operations.

SECTION 02030 – SUPPLEMENTARY CEMENTITIOUS MATERIALS

Comply with Section 02030, of the Standard Specifications modified as follows:

02030.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for fly ash, natural pozzolans, silica fume, ground granulated blast furnace slag and high reactivity pozzolans used in portland cement concrete.

02030.10 Fly Ash - Replace this subsection, except for the subsection number and title, with the following:

Furnish Class C and Class F fly ash from the QPL and conforming to AASHTO M 295 (ASTM C618).

Add the following subsection:

02030.15 Natural Pozzolans - Furnish Class N natural pozzolans from the QPL and conforming to AASHTO M 295 (ASTM C618).

02030.50 Metakaolin - Replace this subsection with the following:

02030.50 High Reactivity Pozzolans - Furnish high-reactivity pozzolans from the QPL and conforming to AASHTO M 321.

SECTION 02690 - PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications modified as follows:

02690.20(e) Grading and Separation by Sizes for Prestressed Concrete - Replace this subsection with the following subsection:

02690.20(e) Grading and Separation by Sizes - Sampling shall be according to AASHTO R 90. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-1 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-1
Gradation of Coarse Aggregates
Percent passing (by Weight)

Size Number	Nominal Size Square Openings	Sieve Size											
		(2½ in.)	(2 in.)	(1½ in.)	(1 in.)	(¾ in.)	(½ in.)	(¾ in.)	(No. 4)	(No. 8)	(No. 16)	(No. 50)	(No. 200)
3	(2 to 1 in.)	100	90 to 100	35 to 70	0 to 15	—	0 to 5	—	—	—	—	—	**
357*	(2 in. to No. 4)	100	95 to 100	—	35 to 70	—	10 to 30	—	0 to 5	—	—	—	**
4	(1½ to ¾ in.)	—	100	90 to 100	20 to 55	0 to 15	—	0 to 5	—	—	—	—	**
467*	(1½ to No. 4)	—	100	95 to 100	—	35 to 70	—	10 to 30	0 to 5	—	—	—	**
5	(1 to ½ in.)	—	—	100	90 to 100	20 to 55	0 to 10	0 to 5	—	—	—	—	**
56	(1 to ¾ in.)	—	—	100	90 to 100	40 to 85	10 to 40	0 to 15	0 to 5	—	—	—	**
57	(1 to No. 4)	—	—	100	95 to 100	—	25 to 60	—	0 to 10	0 to 5	—	—	**
6	(¾ to ¾ in.)	—	—	—	100	90 to 100	20 to 55	0 to 15	0 to 5	—	—	—	**
67	(¾ to No. 4)	—	—	—	100	90 to 100	—	20 to 55	0 to 10	0 to 5	—	—	**
68	(¾ to No. 8)	—	—	—	100	90 to 100	—	30 to 65	5 to 25	0 to 10	0 to 5	—	**
7	(½ to No. 4)	—	—	—	—	100	90 to 100	40 to 70	0 to 15	0 to 5	—	—	**
78	(½ to No. 8)	—	—	—	—	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	—	**
8	(¾ to No. 8)	—	—	—	—	—	100	85 to 100	10 to 30	0 to 10	0 to 5	—	**
89	(¾ to No. 16)	—	—	—	—	—	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5	**

* Use two or more separated sizes which when combined meet these gradation limits.

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

02690.20(f) Grading and Separation by Sizes for Other Concrete - Delete this subsection.

02690.30(g) Grading - In the paragraph that begins "Sampling shall be according to...", replace the words "AASHTO T 2" with the words "AASHTO R 90".

SECTION 02926 - HIGHWAY ILLUMINATION MATERIALS

Comply with Section 02926 of the Standard Specifications modified as follows:

Add following subsection:

02926.41(f) Electrical Splice Materials - Furnish electrical splice materials meeting the following requirements:

- Split bolt - Made of silicon bronze to securely join the wires both mechanically and electrically.
- Heat-shrink tubing - Split-resistant and adhesive-lined tube made of polyolefin complying with UL 224 or UL 486D, temperature range -67° to 230 °F, with 600 V rated inner melting wall or liner to provide void-free encapsulated insulation.
- Insulating rubber tape - Electrical grade, nondrying, rubber based, elastic type complying with ASTM D4388.

- Insulating vinyl plastic tape - Low temperature (0°F) resistant, vinyl chloride plastic, electrical insulating tape with pressure-sensitive adhesive. Comply with ASTM D3005.

Add following subsection:

02926.55 PGE Lighting Equipment - Furnish equipment listed in the current edition of the Portland General Electric (PGE) Approved Street Lighting Equipment Outdoor Lighting Services list for the following categories or approved equals:

(a) Pole Footings: Concrete:

1. For 35 ft aluminum breakaway anchor base poles use the following 7-foot precast concrete footing:
 - Oldcastle 7-LB
 - Utility Vault 7CL-LB-PGE

(b) Junction Boxes:

1. For 17" x 30" x18" Junction Boxes (JB/3)
 - Oldcastle 17301726
 - Highline CHA173018HE1
 - Armorcast A6001640TAX18-PGE

MARION COUNTY DEPARTMENT OF PUBLIC WORKS

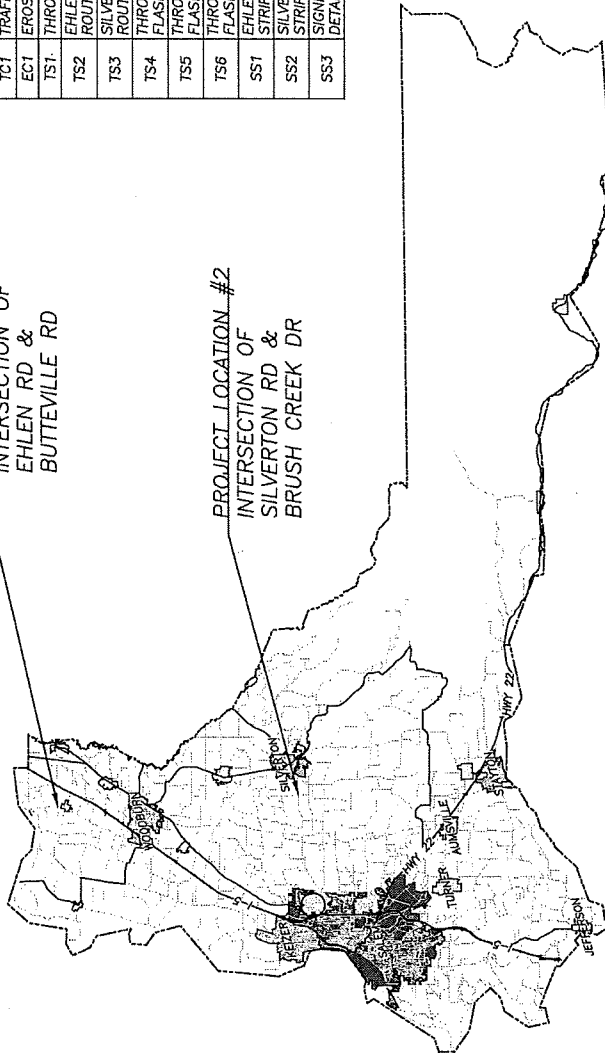
PLANS FOR PROPOSED PROJECT
GRADING, STRUCTURES, AND PAVING

MARION COUNTY INTERSECTION IMPROVEMENTS

MARION COUNTY, OREGON, JULY 2021

PROJECT LOCATION #1
INTERSECTION OF
EHLEN RD &
BUTTEVILLE RD

PROJECT LOCATION #2
INTERSECTION OF
SILVERTON RD &
BRUSH CREEK DR



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

SHEET INDEX	
NO.	DESCRIPTION
G1	COVER SHEET
TC1	TRAFFIC CONTROL PLAN
EC1	EROSION CONTROL PLAN
TS1	THROUGH ROUTE ADVANCED WARNING LEGEND
TS2	EHLEN RD & BUTTEVILLE RD THROUGH ROUTE ADVANCED WARNING FLASHER PLAN
TS3	SILVERTON RD & BRUSH CREEK DR THROUGH ROUTE ADVANCED WARNING FLASHER PLAN
TS4	THROUGH ROUTE ADVANCED WARNING FLASHER DETAILS
TS5	THROUGH ROUTE ADVANCED WARNING FLASHER DETAILS
TS6	THROUGH ROUTE ADVANCED WARNING FLASHER DETAILS
SS1	EHLEN RD & BUTTEVILLE RD SIGNING, STRIPING AND RUMBLE STRIPE PLAN
SS2	SILVERTON RD & BRUSH CREEK DR SIGNING, STRIPING AND RUMBLE STRIPE PLAN
SS3	SIGNING, STRIPING AND RUMBLE STRIPE DETAILS

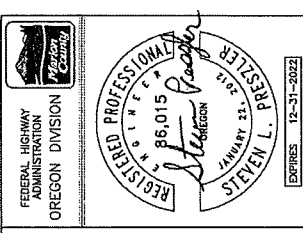
MARION COUNTY
DEPARTMENT OF PUBLIC WORKS
MARION COUNTY INTERSECTION IMPROVEMENTS

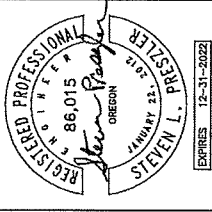
PROJECT NO.: 104774
EOMS NO.: 2021-203
FED. PROJ. NO.: N/A
KEY NO.: N/A
ROAD NO.: 96-050, 47-020
HORIZ. DATUM: CGRS SALEM
VERT. DATUM: NAVD83
DESIGNED BY: S. PRESLER
DRAWN BY: P. COLLFLOWER

THESE PLANS WERE DEVELOPED USING AASHTO DESIGN STANDARDS. EXCEPTIONS TO THESE STANDARDS, IF ANY, HAVE BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER.

APPROVING AUTHORITY:
Chris Miel 8/4/2021
SIGNATURE AND DATE
Barbara Kneppel, Director
PRINT NAME AND TITLE

COVER SHEET
SHEET: G1





DEPARTMENT OF PUBLIC WORKS
MARION COUNTY
IMPROVEMENTS
MARION COUNTY

PROJECT NO.	104774
EDIS NO.	2021-203
FED. PROJ. NO.	N/A
KEY NO.	N/A
SITE NO.	84-050, 47-020
WORK DATE	DOCS SALDA
VERT. DATE	NAD08
DESIGNED BY	S. PRESZLER
DRAWN BY	P. COLLEFLOWER
TITLE	

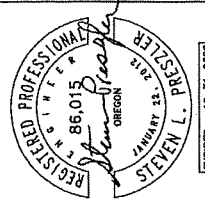
TRAFFIC
CONTROL PLAN
SHEET: TC1

GENERAL NOTES

1. SIGNS TO BE TYPE "00" ROLL UP FABRIC WHERE AVAILABLE, POST MOUNT OR TSS OTHERWISE.
2. PLACE SIGNS AS DIRECTED.
3. SIGNS SHALL BE PLACED AS DIRECTED FOR ADEQUATE TRAFFIC SAFETY AND SHALL BE REMOVED OR COVERED WHEN NOT IN USE.
4. MAINTAIN ACCESS TO PRIVATE DRIVEWAYS AND RESIDENTIAL STREETS AT ALL TIMES.
5. LIMIT WORK ZONE TO AREA REQUIRED FOR OPERATIONS BEING PERFORMED. ADJUST TEMPORARY SIGN LOCATIONS AS NECESSARY.
6. DIMENSIONS SHOWN IN STD DWGS ARE MINIMUM, ADJUST TO FIT FIELD CONDITIONS.
7. MAINTAIN MINIMUM 1 FULL WIDTH THROUGH LANE (10' MINIMUM) EACH DIRECTION ON ROADS SHOWN FOR SHOULDER CLOSURE ONLY.
8. PEDESTRIAN WAIT TIMES SHALL BE LESS THAN 20 MINUTES.

TRAFFIC CONTROL PLAN DATA					
SITE LOCATION	REFER TO ODOT STD DRAWING				
	TM800	TM821	TM822	TM841	TM850
EHLER RD/ BUTTEVILLE RD	X	X	X	X	X
SILVERTON RD/ BRUSH CREEK DR	X	X	X	X	X
REMARKS					
SEE TM841 SUPPLEMENTAL SIGNING TABLE BELOW					
SEE TM841 SUPPLEMENTAL SIGNING TABLE BELOW					

TM841 SUPPLEMENTAL SIGNING	
CONDITION	SUPPLEMENTAL SIGNING ON EACH SIDE ROAD
2-LANE, 2-WAY SHOULDER CLOSURE	ROAD WORK AHEAD (W20-1) AND END ROAD WORK (CG20-2)
2-LANE, 2-WAY ONE LANE CLOSURE FLAGGING NEAR INTERSECTION	ROAD WORK AHEAD (W20-1), BE PREPARED TO STOP (W3-4), FLAGGER (CW23-2) AND END ROAD WORK (CG20-2)



MARION COUNTY
IMPROVEMENTS
MARION COUNTY INTERSECTION

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	104774
ECDS NO.:	2021-203
FED. PROJ. NO.:	N/A
KEY NO.:	N/A
SITE NO.:	WP-000, 47-000
HORIZ. DATUM:	DORS SULEM
VERT. DATUM:	NAVD83
DESIGNED BY:	S. PRESZLER
DRAWN BY:	P. COLLENDER
TITLE:	

EROSION
CONTROL PLAN

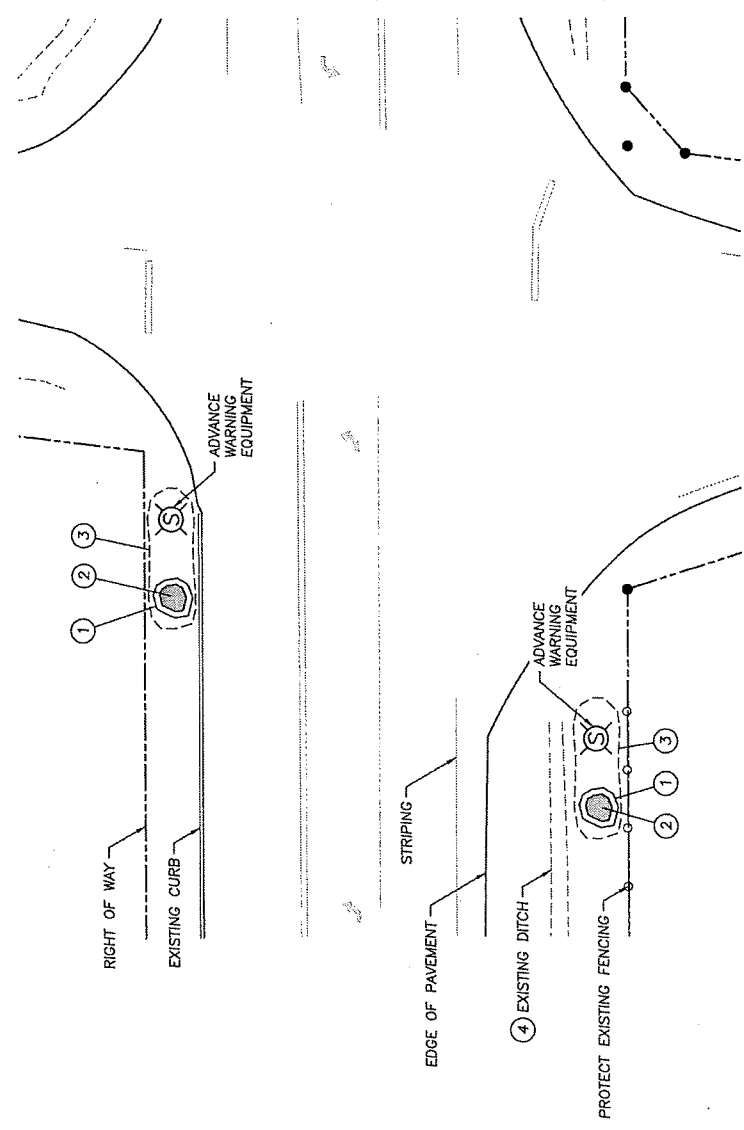
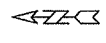
SHEET: EC1

GENERAL NOTES

1. THE IMPLEMENTATION OF THESE EROSION CONTROL PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE FACILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED.
2. DEVELOP A REVISED PLAN OF THE EROSION CONTROL FACILITIES SHOWN IN ACCORDANCE WITH THE REQUIREMENTS OF SEC. 00280, SUPPLEMENTAL STANDARD SPECIFICATIONS. THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES. CONSTRUCT IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM, ROADWAY, OR VIOLATE APPLICABLE WATER STANDARDS.
3. THE EROSION CONTROL FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE FACILITIES SHALL BE UPGRADED AS NEEDED FOR ANY UNEXPECTED STORM EVENTS AND TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.

CONSTRUCTION KEYNOTES

1. SURROUND SPOILS WITH TYPE 3 SEDIMENT BARRIER WHEN STOCKPILED (SEE ODOT STD DWG RD1030)
2. COVER SPOILS WITH PLASTIC SHEETING, SECURELY FASTENED TO BASE, WHEN STOCKPILED
3. APPLY LAWN SEEDING MIX, BARK, OR ROCK MULCH, AS NEEDED, TO DISTURBED AREAS TO MATCH EXISTING LANDSCAPING
4. DO NOT ALLOW SPOILS OR OTHER DEBRIS TO ENTER DITCH



1. TYPICAL EROSION CONTROL MEASURES
SCALE: 1" = 20'

LEGEND

POLES

- MAINTAIN AND PROTECT EXISTING WOOD POLE.
- INSTALL 40 FOOT LUMINAIRE ARM. WORK TO BE COMPLETED BY PCE. COORDINATE WITH USA GUARNERO AT 503-742-8299 REGARDING WORK ORDER NUMBER M3025685 AND M3025687.
- MAINTAIN AND PROTECT EXISTING POWER SOURCE.
- INSTALL VEHICLE ACTIVATED WARNING ASSEMBLY. SEE DETAIL ON SHEET T54 AND SPECIAL PROVISIONS.
- INSTALL VEHICLE DETECTION ASSEMBLY. SEE DETAIL ON SHEET T53 AND SPECIAL PROVISIONS.
- INSTALL FLASHING BEACON ASSEMBLY. SEE DETAIL ON SHEET T56 AND SPECIAL PROVISIONS.
- PCF TO INSTALL NEW (N) NUMBER PCE ALUMINUM BREAKAWAY STREET LIGHTING. COORDINATE WITH USA GUARNERO AT 503-742-8299 REGARDING WORK ORDER NUMBER M3025685 AND M3025687. SEE LIGHTING TABLE.
- INSTALL PCE APPROVED 7' PRE-CAST LIGHT POLE FOUNDATION (SEE SPECIAL PROVISIONS).

LUMINAIRES

- PCF TO INSTALL 160W LEOTEK GRAY LIGHT BATTING PCE LUMINAIRE INCLUDING PHOTO CELL. WORK TO BE COMPLETED BY PCE. COORDINATE WITH USA GUARNERO AT 503-742-8299 REGARDING WORK ORDER NUMBER M3025685 AND M3025687. SEE STREET LIGHTING TABLE AND SPECIAL PROVISIONS.

JUNCTION BOXES

- INSTALL PCE APPROVED 30" x 17" x 18" (MIN. DIMENSION) POLYMER CONCRETE JUNCTION BOX WITH CONCRETE APRON.

CONDUIT

- INSTALL (S) INCH ELECTRICAL CONDUIT.
- INSTALL CONDUIT BY HORIZONTAL DIRECTIONAL DRILLING, OPEN TRENCH NOT ALLOWED.
- PCE TO INSTALL 3 INCH CONDUIT FROM WOOD POLE TO NEAREST JUNCTION BOX.

CONSTRUCTION NOTE

- WORK TO BE COMPLETED BY PCE.
- PCE TO ATTACH CONDUIT TO WOOD POLE BASED ON PCE STANDARDS.

WIRES

- C/A) PL) INSTALL POLY PULL LINE (600 LB. MIN. TENSILE STRENGTH) FOR CIRCUIT A.

GENERAL NOTES:

LIGHTING WILL BE CONSTRUCTED TO PCE OPTION A STANDARDS. SEE CITY OF PORTLAND GENERAL.COM/OUTAGES-SAFETY/SAFETYOUTDOOR-LIGHTING FOR DETAILS

STREET LIGHTING TABLE

POLE NO.	STATION	OFFSET (FT)*	LUMINAIRE TYPE	WATTS***	COLOR TEMPERATURE (KELVIN)	DRIVE CURRENT (mA)	LIGHT DISTRIBUTION	MOUNTING HEIGHT (FT)	CIRCUIT	FOUNDATION	COMMENT
1	"E" 15+95 LT	14	LEOTEK GRAY 160W	160	3,000	610	III	35	1	PGE PRE-CAST BASE	ALUMINUM BREAKAWAY POLE; PGE ITEM CU 327.
2	"E" 18+70 LT	9	LEOTEK GRAY 160W	160	3,000	610	III	35	1	PGE PRE-CAST BASE	ALUMINUM BREAKAWAY POLE; PGE ITEM CU 327.
3	"B" 9+40 LT	7	LEOTEK GRAY 160W	160	3,000	610	III	35	1	PGE PRE-CAST BASE	ALUMINUM BREAKAWAY POLE; PGE ITEM CU 327.
4	"B" 10+55 LT	16	LEOTEK GRAY 160W	160	3,000	610	III	35	1	PGE PRE-CAST BASE	ALUMINUM BREAKAWAY POLE; PGE ITEM CU 327.
5	"E" 21+80 LT	17	LEOTEK GRAY 160W	160	3,000	610	III	35	1	PGE PRE-CAST BASE	ALUMINUM BREAKAWAY POLE; PGE ITEM CU 327.
6	505+94 RT	6	LEOTEK GRAY 160W	160	3,000	610	III	35	2	PGE PRE-CAST BASE	ALUMINUM BREAKAWAY POLE; PGE ITEM CU 327.
7	508+86 RT	10	LEOTEK GRAY 160W	160	3,000	610	III	35	2	PGE PRE-CAST BASE	ALUMINUM BREAKAWAY POLE; PGE ITEM CU 327.
8	"BR" 10+50 LT	23	LEOTEK GRAY 160W	160	3,000	610	III	35	2	PGE PRE-CAST BASE	ALUMINUM BREAKAWAY POLE; PGE ITEM CU 327.
9	510+70 RT	6	LEOTEK GRAY 160W	160	3,000	610	III	35	2	PGE PRE-CAST BASE	ALUMINUM BREAKAWAY POLE; PGE ITEM CU 327.

ACCOMPANIED BY:

ODOT STANDARD DRAWINGS TM457, TM466, TM471, TM472



117 Commercial St NE, Suite 310
Salem, Oregon 97301
www.dksassociates.com

SHEET:

TS1

THROUGH ROUTE
ADVANCED WARNING
LEGEND

TITLE:

DESIGNED BY: BIL/CEB

CHECKED BY: DKS CAD

ROAD NO.: 102116

VERT. DATUM:

HORIZ. DATUM:

KEY NO.: 102116

FED. PROJ. NO.:

ECAS NO.: 0000-000

PROJECT NO.: 104774

MARION COUNTY


Marion County
All Roads Transportation Safety (ARTS)

DEPARTMENT OF PUBLIC WORKS

EXPIRES: DEC. 31, 2022



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



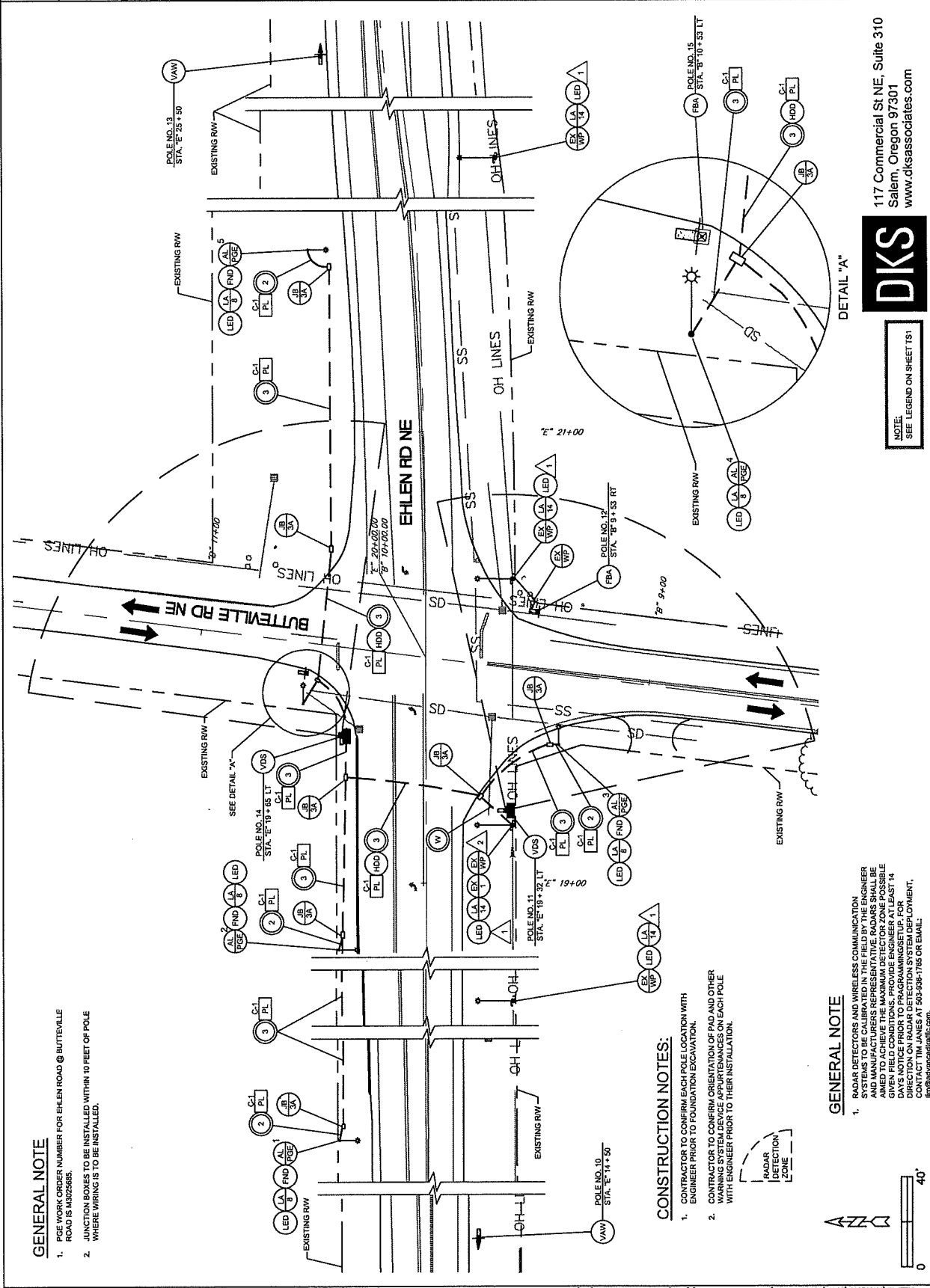
REGISTERED PROFESSIONAL ENGINEER
 JULY 9, 2003
SCOTT M. MANSUR
 OREGON
 EXP. DEC. 31, 2022

Marion County
 All Roads Transportation Safety (ARTS)

DEPARTMENT OF PUBLIC WORKS
 MARION COUNTY

PROJECT NO.:	104774
CDMS NO.:	XXXX-XXX
FED. PROJ. NO.:	
KEY NO.:	K00188
ROAD NO.:	
NO. OF LANE:	
NO. OF LANE:	
DESIGNED BY:	BL/DOB
DRAWN BY:	DMS OAO

TITLE: EHLEN RD NE/
 BUTTEVILLE RD NE
 THROUGH ROUTE
 ADVANCED WARNING
 FLASHER PLAN
SHEET: TS2



GENERAL NOTE

1. PCE WORK ORDER NUMBER FOR EHLEN ROAD @ BUTTEVILLE ROAD IS M0025685.
2. JUNCTION BOXES TO BE INSTALLED WITHIN 10 FEET OF POLE WHERE WIRING IS TO BE INSTALLED.

CONSTRUCTION NOTES:

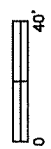
1. CONTRACTOR TO CONFIRM EACH POLE LOCATION WITH ENGINEER PRIOR TO FOUNDATION EXCAVATION.
2. CONTRACTOR TO CONFIRM ORIENTATION OF PAD AND OTHER WARNING SYSTEM DEVICE APPEARANCES ON EACH POLE WITH ENGINEER PRIOR TO THEIR INSTALLATION.

GENERAL NOTE

1. RADAR DETECTORS AND WIRELESS COMMUNICATION SYSTEMS TO BE CALIBRATED IN THE FIELD BY THE ENGINEER AND MANUFACTURERS REPRESENTATIVE. RADARS SHALL BE AIMED TO ACHIEVE THE MAXIMUM DETECTOR ZONE POSSIBLE. THE DETECTOR ZONE SHALL BE VERIFIED AT LEAST 14 DAYS NOTICE PRIOR TO PROGRAMMING SETUP. FOR DIRECTION ON RADAR DETECTION SYSTEM DEPLOYMENT, CONTACT TIM JAMES AT 503-596-1785 OR EMAIL: tjames@overseerarc.com.

DKS

117 Commercial St NE, Suite 310
 Salem, Oregon 97301
www.dksassociates.com



FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL
ENGINEER
55,267

OREGON
JULY 9, 2002
SCOTT M. MANSOUR

EXPIRES: DEC. 31, 2022

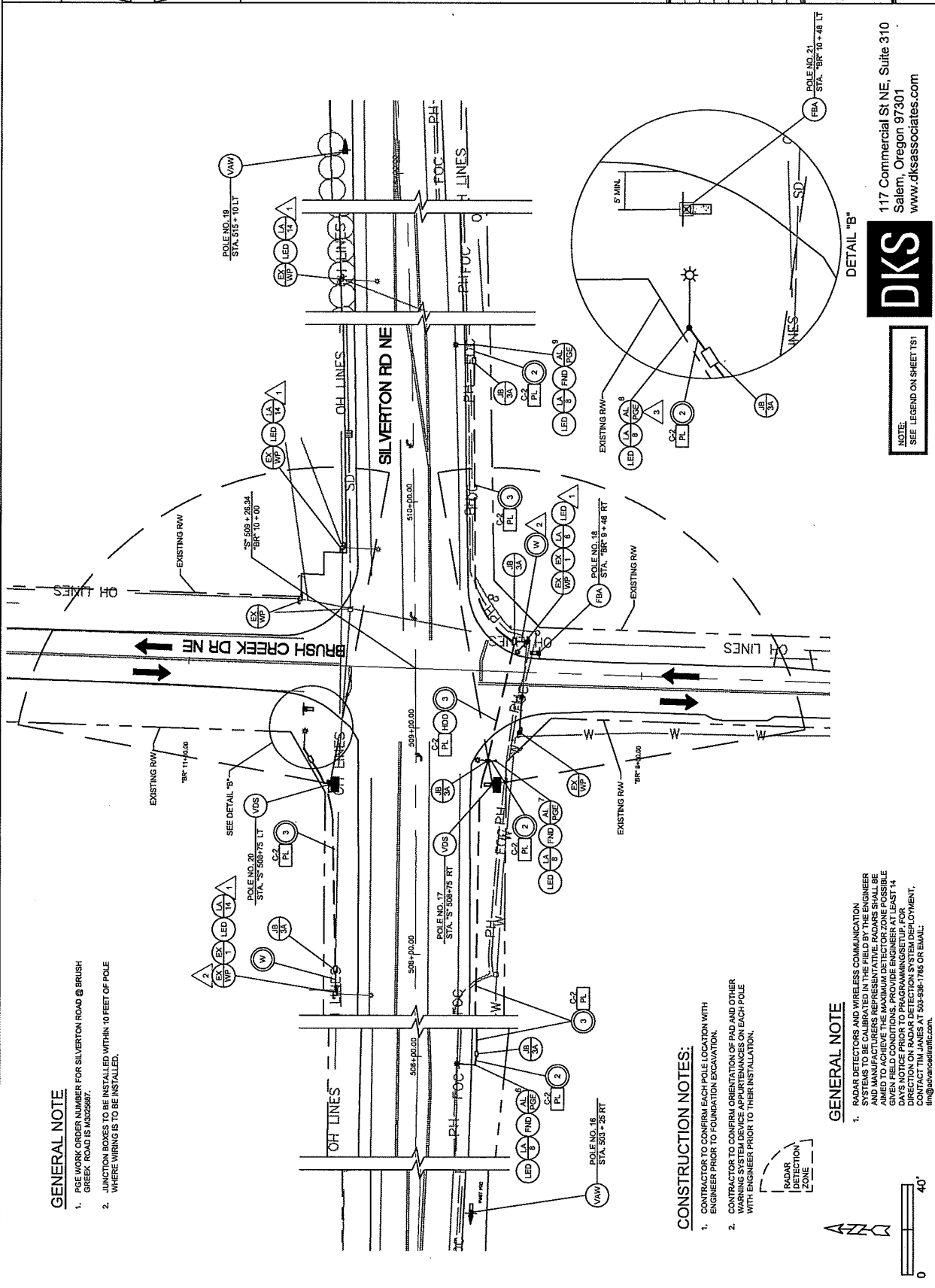
DEPARTMENT OF PUBLIC WORKS

Marion County
All Roads Transportation Safety (ARTS)

PROJECT NO.:	104774
ECMS NO.:	XXXX-XXXX
PROJ. PHASE NO.:	
KEY NO.:	100145
ROAD NO.:	
HORIZ. DATUM:	
VERT. DATUM:	
DESIGNED BY:	BL/CHB
DRAWN BY:	DKS CAD
CHECKED BY:	

TITLE:
SILVERTON RD NE/
BRUSH CREEK DR NE
THROUGH ROUTE
ADVANCED WARNING
FLASHER PLAN

SHEET: TS3



GENERAL NOTE

1. PGE WORK ORDER NUMBER FOR SILVERTOWN ROAD @ BRUSH CREEK ROAD IS M302687.
2. JUNCTION BOXES TO BE INSTALLED WITHIN 10 FEET OF POLE WHERE WIRING IS TO BE INSTALLED.

CONSTRUCTION NOTES:

1. CONTRACTOR TO CONFIRM EACH POLE LOCATION WITH ENGINEER PRIOR TO FOUNDATION EXCAVATION.
2. CONTRACTOR TO CONFIRM ORIENTATION OF PAD AND OTHER WARNING SYSTEM DEVICE APPURTENANCES ON EACH POLE WITH ENGINEER PRIOR TO THEIR INSTALLATION.

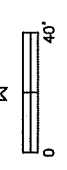
GENERAL NOTE

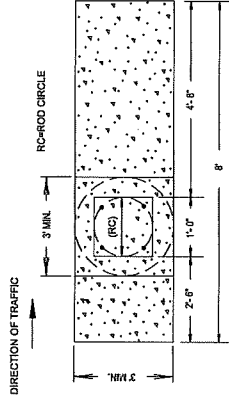
1. RADAR DETECTORS AND WIRELESS COMMUNICATION SYSTEMS SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR AND MANUFACTURERS REPRESENTATIVE. RADARS SHALL BE AIMED TO ACHIEVE THE MAXIMUM DETECTOR ZONE POSSIBLE GIVEN FIELD CONDITIONS. PROVIDE ENGINEER AT LEAST 14 DAYS PRIOR TO THE PROJECT START DATE WITH THE DIRECTION OF RADAR DETECTION SYSTEM DEPLOYMENT. CONTACT TIM JAMES AT 503-588-1766 OR EMAIL: timj@advantectraffic.com.

DKS

NOTE:
SEE LEGEND ON SHEET TS1

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Salem, Oregon 97301
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DETAIL "A"
CONCRETE PAD AND
ROD CIRCLE

EXPIRES: DEC. 31, 2022

Marion County
All Roads Transportation Safety (ARTS)

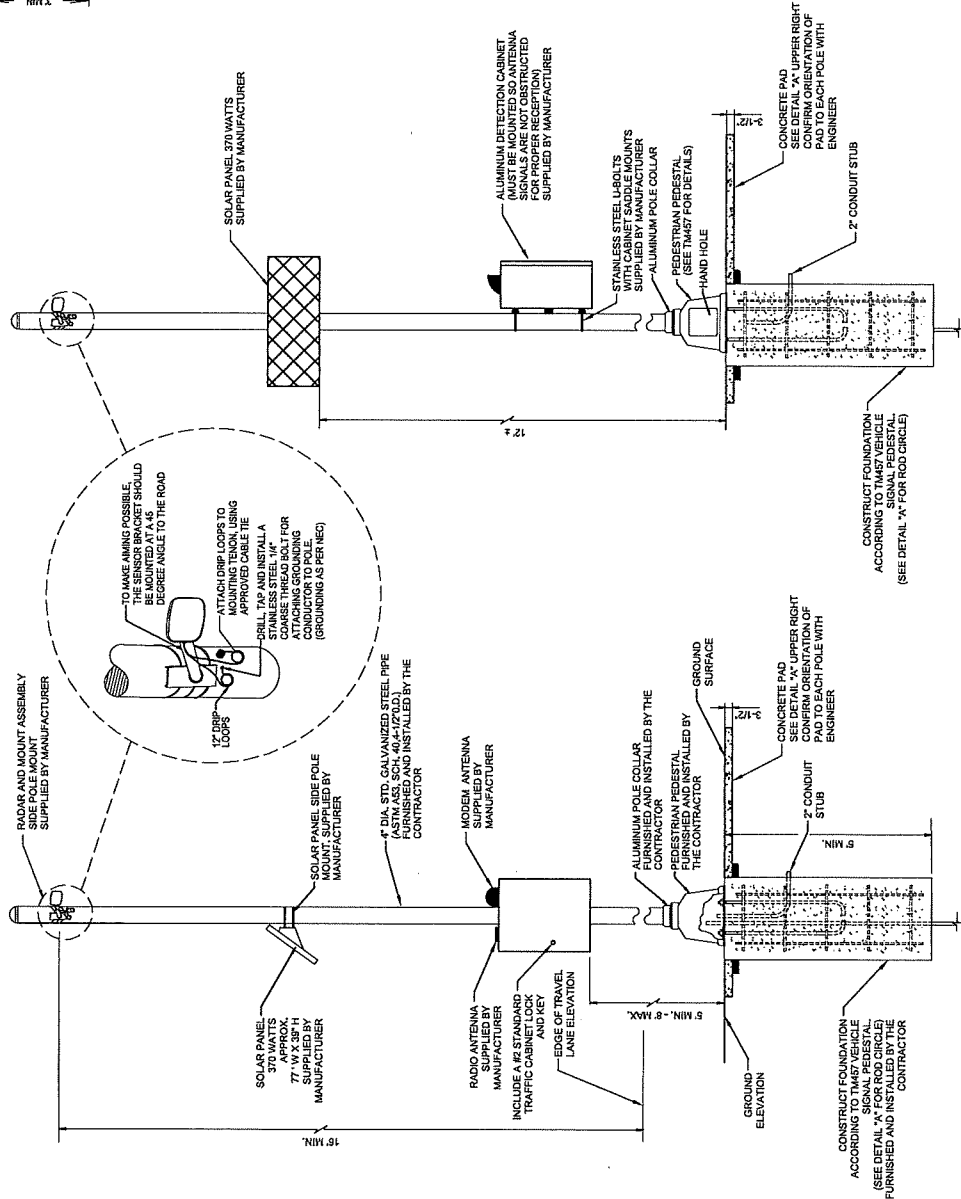
MARION COUNTY

PROJECT NO.:	104774
EDMS NO.:	X000-300
FED. PROJ. NO.:	
KEY NO.:	K20108
ROAD NO.:	
HORIZ. DATUM:	
VERT. DATUM:	
DESIGNED BY:	BJ/CBB
DRAWN BY:	DNS CAD
TITLE:	

THROUGH ROUTE
ADVANCED WARNING
FLASHER DETAILS

SHEET:

TS5



PEDESTRIAN PEDESTAL WITH RADAR UNIT
FRONT VIEW
NO SCALE

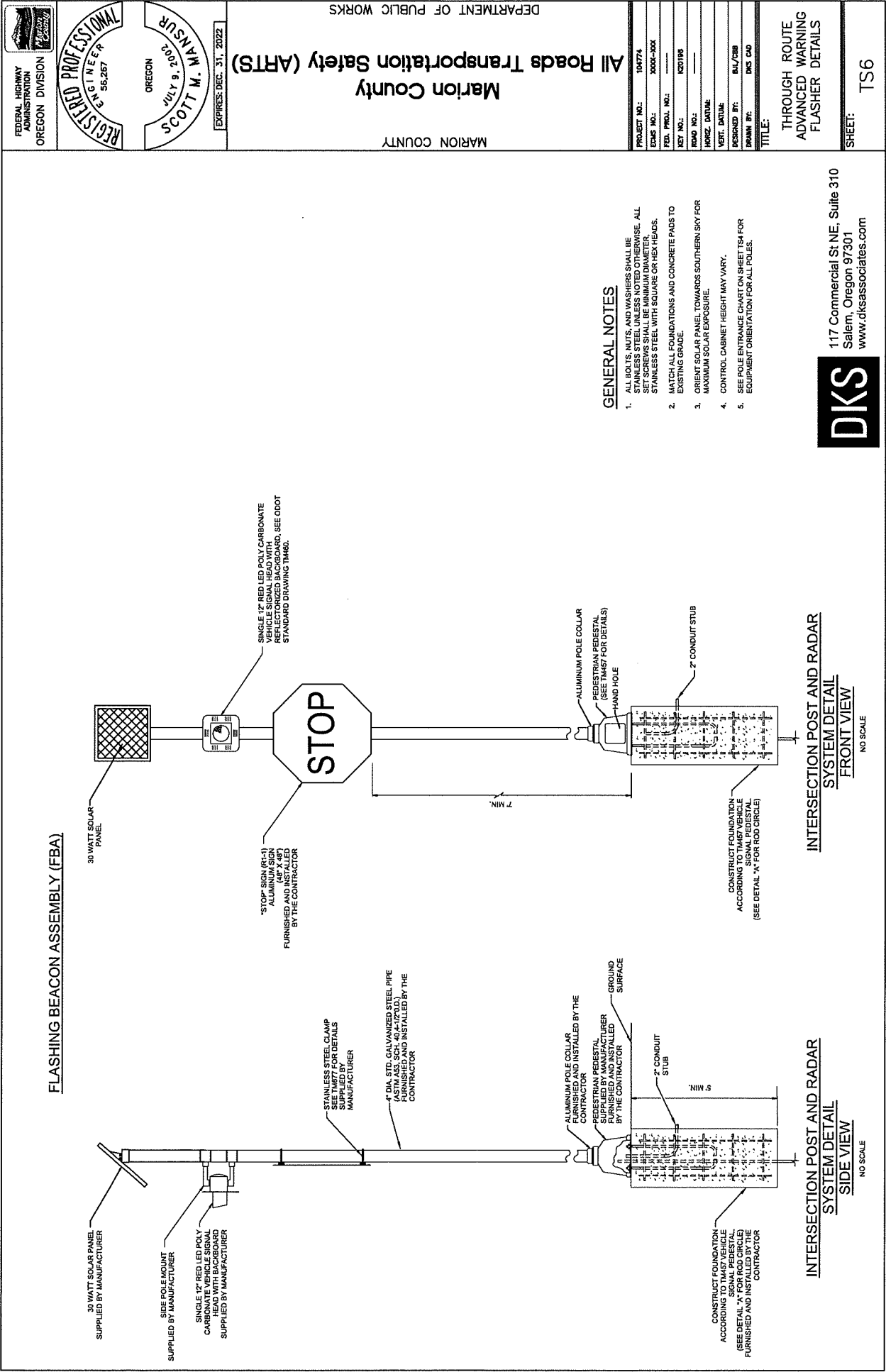
PEDESTRIAN PEDESTAL WITH RADAR UNIT
VEHICLE DETECTION SYSTEM (VDS)
NO SCALE

NO SCALE

NO SCALE

DKS

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FEDERAL HIGHWAY
ADMINISTRATION
OREGON DIVISION



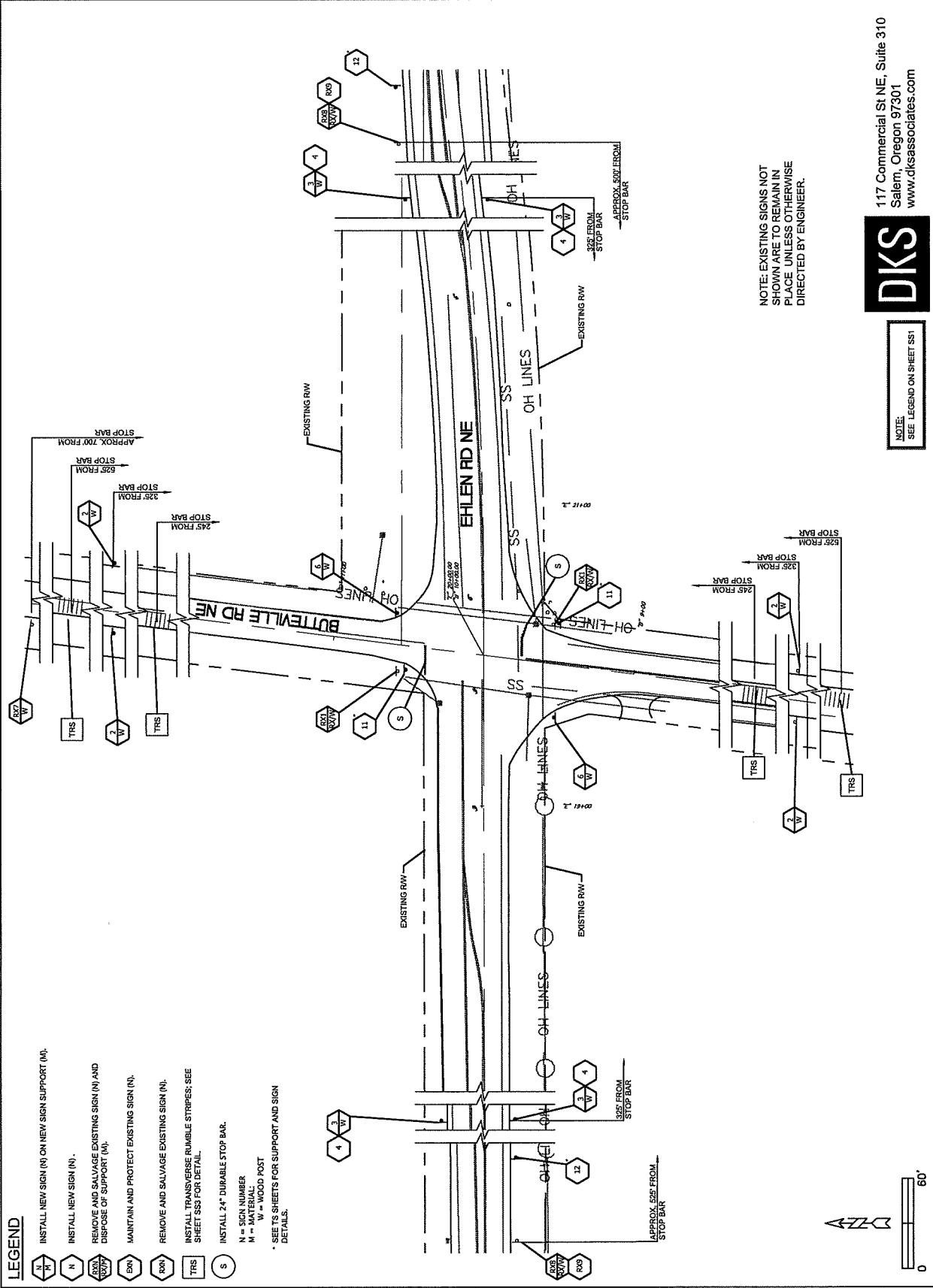
EXPIRES: DEC. 31, 2022

Marion County All Roads Transportation Safety (ARTS)

MARION COUNTY

DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	104774
EDMS NO.:	0000-000
FED. PROJ. NO.:	
KEY NO.:	000188
ROAD NO.:	
HORIZ. DATUM:	
VERT. DATUM:	BL/250
DESIGNED BY:	DKS CDO
DRAWN BY:	DKS CDO
TITLE:	EHLEN RD NE/ BUTTEVILLE RD NE SIGNING/STRIPING TRANSVERSE RUMBLE STRIPES PLAN
SHEET:	SS1



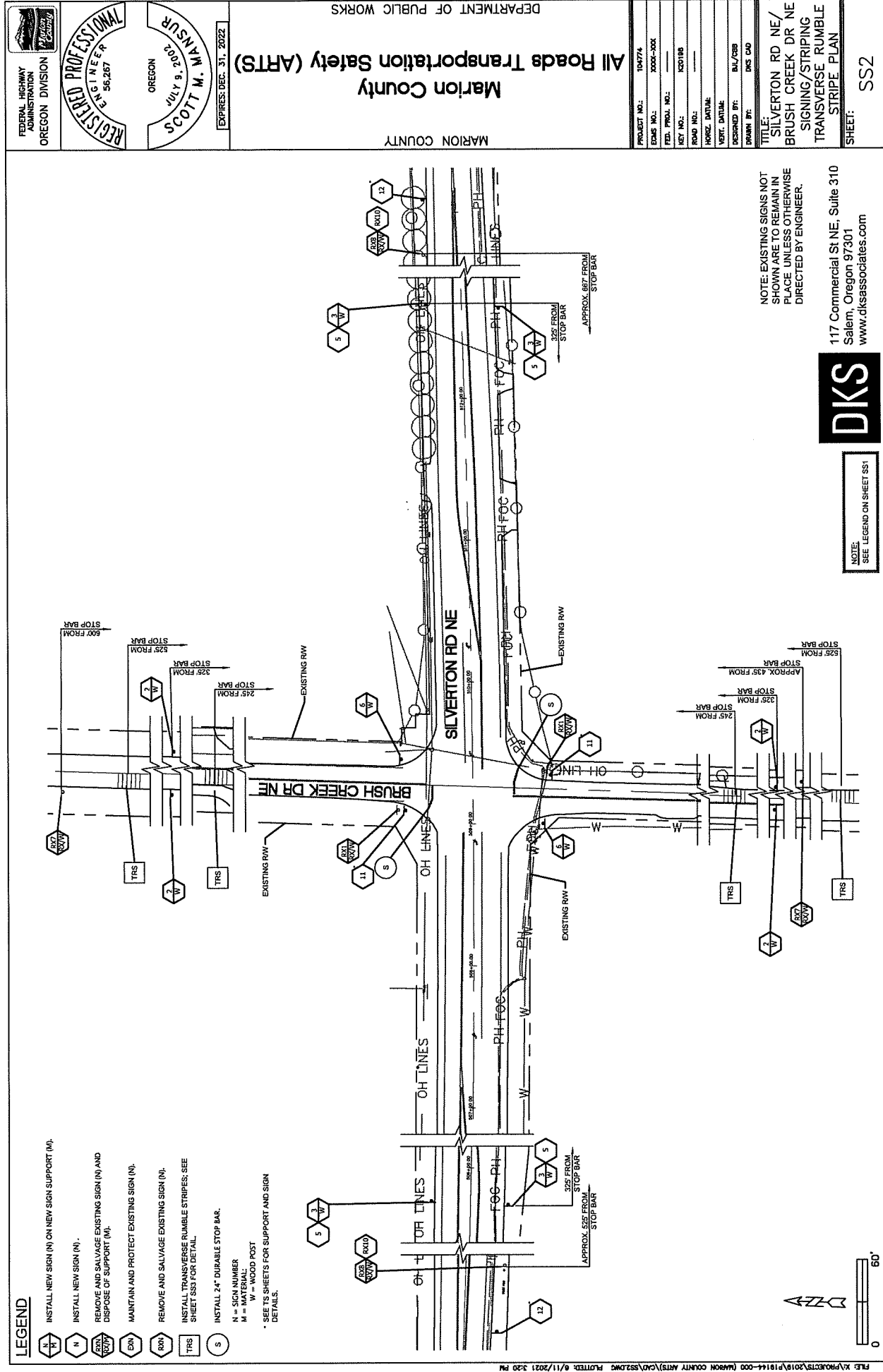
NOTE: EXISTING SIGNS NOT
SHOWN ARE TO REMAIN IN
PLACE UNLESS OTHERWISE
DIRECTED BY ENGINEER.

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NOTE:
SEE LEGEND ON SHEET SS1

LEGEND

- INSTALL NEW SIGN (N) ON NEW SIGN SUPPORT (M).
- INSTALL NEW SIGN (N).
- REMOVE AND SALVAGE EXISTING SIGN (M) AND DISPOSE OF SUPPORT (M).
- MANTAIN AND PROTECT EXISTING SIGN (N).
- REMOVE AND SALVAGE EXISTING SIGN (N).
- INSTALL TRANSVERSE RUMBLE STRIPES; SEE SHEET SS3 FOR DETAIL.
- INSTALL 24" DURABLE STOP BAR.
- N = SIGN NUMBER
- M = MATERIAL
- W = WOOD POST
- SEE TS SHEETS FOR SUPPORT AND SIGN DETAILS.

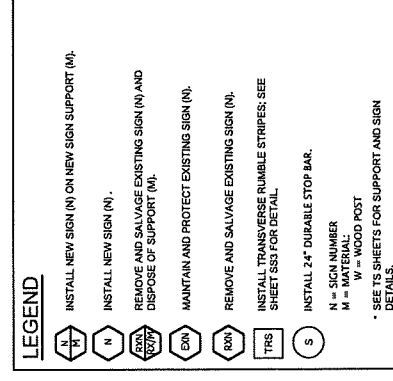


LEGEND

- INSTALL NEW SIGN (N) ON NEW SIGN SUPPORT (M).
- INSTALL NEW SIGN (N).
- REMOVE AND SALVAGE EXISTING SIGN (N) AND DISPOSE OF SUPPORT (M).
- MAINTAIN AND PROTECT EXISTING SIGN (N).
- REMOVE AND SALVAGE EXISTING SIGN (N).
- INSTALL TRANSVERSE RUMBLE STRIPES; SEE SHEET SSS FOR DETAIL.
- INSTALL 24" DURABLE STOP BAR.

N = SIGN NUMBER
M = MATERIAL
W = WOOD POST

* SEE TS SHEETS FOR SUPPORT AND SIGN DETAILS.



FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION

REGISTERED PROFESSIONAL ENGINEER
56,287
OREGON
JULY 9, 2003
SCOTT M. MANSUR

EXPIRES: DEC. 31, 2022

DEPARTMENT OF PUBLIC WORKS

Marion County

All Roads Transportation Safety (ARTS)

MARION COUNTY

PROJECT NO.: 104774

EDAS NO.: XXXX-XXX

FED. PROJ. NO.: XXXX-XXX

KEY NO.: K00188

ROAD NO.: XXXX-XXX

HORIZ. DATUM: NAD 83

VERT. DATUM: NAVD 83

DESIGNED BY: DKS

DRAWN BY: DKS

TITLE:
SILVERTON RD NE/
BRUSH CREEK DR NE
SIGNING/STRIPING
TRANSVERSE RUMBLE
STRIPE PLAN

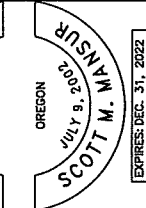
SHEET:
SS2

NOTE: EXISTING SIGNS NOT SHOWN ARE TO REMAIN IN PLACE UNLESS OTHERWISE DIRECTED BY ENGINEER.

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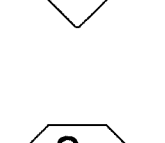
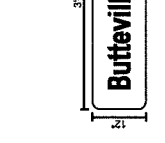
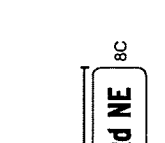
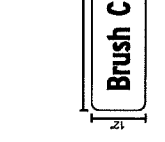
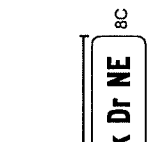


NOTE:
SEE LEGEND ON SHEET SSI



Marion County
All Roads Transportation Safety (ARTS)
DEPARTMENT OF PUBLIC WORKS

PROJECT NO.:	104774
ENGINE NO.:	XXXX-XXXX
FIELD PROJ. NO.:	
KEY NO.:	XXXXXX
ROAD NO.:	XXXXXX
HORIZ. DATUM:	
VERT. DATUM:	BLL/CEB
DESIGNED BY:	BLK/CEB
DRAWN BY:	BLK/CEB
DATE:	
TITLE:	SIGNING/STRIPING AND RUMBLE STRIPE DETAILS
SHEET:	SS3



SIGN NO. 1, 6, 11

SIGN NO. 2, 7

SIGN NO. 3, 8

SIGN NO. 4, 9

SIGN NO. 5, 10

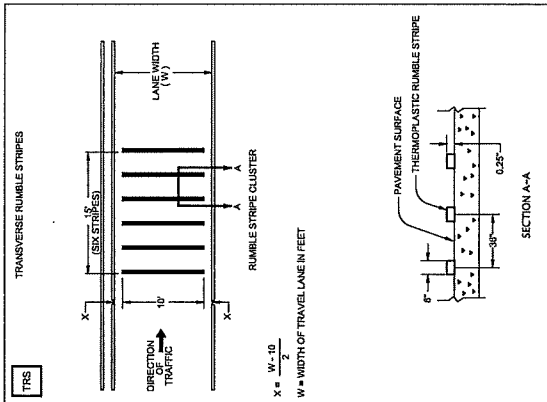
SIGN NO. 12

SIGN AND POST INSTALLATION TABLE

SIGN NO.	CODE	TYPE	EX. QTY.	NEW QTY.	LEGEND	SIZE	NOTES	SUPPORT MATERIAL
1	R1-1	STOP	4	4	STOP	36x36	REMOVE EXISTING SIGN AND DISPOSE OF SIGN SUPPORT.	WOOD*
2	W3-1	STOP AHEAD		8	STOP AHEAD	36x36	INSTALL NEW SIGN ON NEW SIGN SUPPORT.	WOOD*
3	W2-1	CROSS ROAD		8	CROSS ROAD	36x36	INSTALL NEW SIGN ON NEW SIGN SUPPORT.	WOOD*
4		BUTTEVILLE RD NE		4	BUTTEVILLE RD NE	12x36	INSTALL NEW SIGN	WOOD*
5		BRUSH CREEK DR NE		4	BRUSH CREEK DR NE	12x48	INSTALL NEW SIGN	WOOD*
6	R1-1	STOP		4	STOP	48x48	INSTALL NEW SIGN ON NEW SIGN SUPPORT.	WOOD*
7	W3-1	STOP AHEAD		4	STOP AHEAD	30x30	REMOVE EXISTING SIGN AND DISPOSE OF SIGN SUPPORT	WOOD*
8	W2-1	CROSS ROAD		4	CROSS ROAD	30x30	REMOVE EXISTING SIGN AND DISPOSE OF SIGN SUPPORT	WOOD*
9		BUTTEVILLE RD NE		2	BUTTEVILLE RD NE	10x36	REMOVE EXISTING SIGN	WOOD*
10		BRUSH CREEK DR NE		2	BRUSH CREEK DR NE	10x48	REMOVE EXISTING SIGN	WOOD*
11	R1-1	STOP		4	STOP	48x48	INSTALL NEW SIGN ON NEW TRAFFIC SIGNAL POLE (SEE SIGNAL DRAWINGS)	TRAFFIC SIGNAL**
12	W5-26A	WATCH FOR ENTERING TRAFFIC		4	WATCH FOR ENTERING TRAFFIC	48x48	INSTALL NEW SIGN ON NEW TRAFFIC SIGNAL POLE (SEE SIGNAL DRAWINGS)	TRAFFIC SIGNAL**

** SEE ODOT STANDARD DRAWING TM670 FOR WOOD SIGN SUPPORT DETAILS.

** SEE TS SHEETS FOR TRAFFIC SIGNAL SUPPORT DETAILS.



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