



December 12, 2024

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
 Acting as the governing body of Water Environment Services  
 Clackamas County

**Approval of a Contract with Braun Construction for Upper Kellogg Capital Improvements. Total Contract Value is \$1,678,330 for 2 years. Funding is through County-approved American Rescue Plan Act funds. No County General Funds are involved**

<b>Previous Board Action/Review</b>	<ul style="list-style-type: none"> <li>• Execution of Phase 1 of Contract #8125 for OTAK, Inc –September 14, 2023</li> <li>• Execution of Phase 2 of Contract #8125 for OTAK, Inc –March 14, 2024</li> <li>• Presented at Issues – December 10, 2024</li> </ul>		
<b>Performance Clackamas</b>	<ol style="list-style-type: none"> <li>1. This project supports the WES Strategic Plan to provide Enterprise Resiliency, infrastructure Strategy and Performance and Operational Optimization.</li> <li>2. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invest in our natural resources.</li> </ol>		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Ron Wierenga	<b>Contact Phone</b>	503-742-4581

**EXECUTIVE SUMMARY:** WES was allocated \$2,373,413 of American Rescue Plan Act (ARPA) funds for the construction of the Upper Kellogg Creek projects, including **SE Clackamas Road Drainage Infrastructure** and **SE Aldercrest Culvert Replacement & Kellogg Creek Restoration**. The construction phase of this project will be carried out by Braun Construction, Inc. The scope of work for the Clackamas Road Project includes, but is not limited to: construction or replacement of approximately 600 lineal feet of 12 to 18-inch diameter storm pipe, including associated manholes, storm drainage structures; grading associated with construction of 0.2 acre wetland area with approximately 300 lineal feet of wetland swale, and approximately 200 lineal feet of earthen berm on an open space tract with utility constraints. The scope of work for the Aldercrest Project includes, but is not limited to: construction to remove culverts under three driveways and replace the stream crossing with a 20-foot span, three-sided concrete box culvert set on pre-cast footings, reconstruct a section of sanitary sewer under one driveway, grading associated with restoration of approximately 1,000 lineal feet of stream channel, adjust or reconstruct utility service to private properties in conflict

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with the stream and culvert construction, clearing, grubbing, and weed control of invasive plant species including an existing stormwater quality facility, construction of large wood structures to provide improved habitat in Upper Kellogg Creek, and temporary water management to allow construction below the ordinary high-water elevation of Upper Kellogg Creek.

**RECOMMENDATION:** Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #1050 with Braun Construction Inc. for construction services necessary for the Upper Kellogg Project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist  
Director, WES

Attachment: Braun Construction & Design LLC Contract #1050



WATER ENVIRONMENT SERVICES
PUBLIC IMPROVEMENT CONTRACT
Contract #1050

This Public Improvement Contract (the "Contract"), is made by and between Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 ("Owner"), and Braun Construction & Design LLC (the "Contractor"), both collectively the "Parties". This Contract shall become effective on the date this Contract has been signed by all the Parties and shall expire upon completion the completion of all obligations under the terms of this Contract unless terminated earlier by the Parties.

All capitalized terms in this Contract shall have the meanings identified in the Clackamas County General Conditions for Public Improvement Contracts (10/13/2021) ("General Conditions") referenced within the Instructions to Bidders.

Project Name: # 2024-94 UPPER KELLOGG CAPITAL IMPROVEMENTS
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION

1. Contract Price, Contract Documents and Work.

The Contractor hereby agrees to perform all Work described in, and reasonably inferred from, the Contract Documents. In consideration of the Contractor performing the Work in accordance with the terms of the Contract, the Owner agrees to pay the Contractor an amount not to exceed one million six hundred seventy-eight thousand three hundred thirty dollars (\$1,678,330.00) (the "Contract Price"). Payment will be made in accordance with the terms and conditions provided in the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

The following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
• Supplemental Instructions to Bidders
• Bid Form
• Clackamas County General Conditions
• Prevailing Wage Rates
• Plans, Specifications and Drawings
• Instructions to Bidders
• Bid Bond
• Performance Bond and Payment Bond
• Supplemental General Conditions
• Payroll and Certified Statement Form
• Addenda 1-4

2. Representatives.

Contractor has named Jeff Braun as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

[X] Unless otherwise specified in the Contract Documents, the Owner designates Leah Johanson as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

[ ] Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be

working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Jeff Braun shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** Andrew Braun shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** Jesse Larson shall be the Contractor's on-site job superintendent throughout the project term.

**Project Engineer:** Joey Urness shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

#### **4. Contract Dates.**

The Contractor agrees to complete the Work in accordance with the following key dates:

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: November 31, 2026

FINAL COMPLETION DATE: December 31, 2026

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

**5. Liquidated Damages.** The Owner and the Contractor acknowledge and agree that if the Contractor fails to reach Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4 above, the Owner will suffer damages, which are both extremely difficult and impracticable to ascertain, and on that basis agree to the assessment by Owner of liquidated damages as provided in this Section. These damages may include, but are not limited to, use of the Project, costs associated with Contract administration, and use of temporary facilities. The liquidated damages amount is not a penalty, but a reasonable estimate of the amount of losses the Owner will suffer. The Owner may deduct such liquidated damages as are payable under this Section 11 from money due or to become due to the Contractor, or pursue any other legal remedy to collect such liquidated damages from the Contractor and/or its Surety.

If the Contractor fails to achieve Substantial Completion of the entire Work by the Substantial Completion Date identified in Section 4, the Contractor shall pay the Owner as liquidated damages **the amount of \$ 1,172 for each day** occurring after the expiration of the date for Substantial Completion until the Contractor achieves Substantial Completion of the entire Work.

#### **6. Change Order Authorization.**

Throughout the performance of the Work under this Agreement, the Owner's Authorized Representative is hereby granted the authority to verbally authorize change orders in the field for an amount up to \$10,000. As soon as possible following the authorization, the Owner's Authorized Representative shall complete the change order form provided by Clackamas County Procurement ("Procurement"), obtain the signature of Owner's Director or other authorized signatory, and submit the form to Procurement for processing. As soon as the Director signs off on the change order form, the Authorized Representative may then authorize another change order in the future for up to \$10,000 following the same procedure above. Each change order should include the cumulative cost of the entire change and may not be artificially broken up into multiple change orders to fall under the dollar threshold listed above. The authority granted to the Authorized Representative is limited by the Director's authorization to amend the Agreement under Clackamas County's Local Contract

Review Board Rules and is subject to the discretion of the Director, who may suspend or restrict the Authorized Representative ability to authorize change orders at any time for any reason.

#### **7. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions Contractor shall furnish proof of the required insurance naming Clackamas County and Water Environment Services as additional insureds. Insurance certificates may be returned with the signed Contract or may emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **8. Tax Compliance.**

The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle Owner to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

#### **9. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

#### **10. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

#### **11. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

#### **12. Compliance with Applicable Law.**

Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles Owner to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

#### **13. Responsibility for Taxes.**

Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

**14. Federal Contracting Requirements.** The Owner intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in Exhibit A, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.327 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.

**In witness whereof,** Owner executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:

**Braun Construction & Design LLC**  
**24805 SW Gage Road**  
**Wilsonville Oregon 97070**

Contractor CCB # 167432 Expiration Date: 12/5/2025

Oregon Business Registry # 325417-99 Entity Type: DLLC State of Formation: Oregon

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

Braun Construction & Design LLC

**Jeanie Braun**

Digitally signed by Jeanie Braun  
Date: 2024.11.14 13:45:19 -08'00'

Signature

Date

Jeanie Braun, Managing Member

Name / Title Printed


Water Environment Services

Chair

Date

Recording Secretary

APPROVED AS TO FORM

  
County Counsel

11/20/2024  
Date

**Exhibit A**  
**ADDITIONAL FEDERAL TERMS AND CONDITIONS**

As used herein, “Contractor” means **Braun Construction & Design LLC**, and “Owner” means Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190.

1. The Owner intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the Owner for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the Owner fails to receive funding, appropriations, or other expenditure authority as solely determined by the Owner.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. During the performance of this Contract, the Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed,

and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and



remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal

proceedings.

5. Compliance with the Davis-Bacon Act. If applicable, all transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.
6. Compliance with the Copeland “Anti-Kickback” Act.
  - a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - c. Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
7. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
8. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
9. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for

all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

10. Contractor shall comply with 2 CFR Part 180 (including executive orders 12549 and 12689). These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  
11. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the Owner, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the approved federal administrator, including the Comptroller General of the United States.
  
12. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-

approval.

13. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
14. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
15. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
16. Contractor will comply with all applicable requirements of 2 CFR 200.216, and 2 CFR 200.321.
17. Build America, Buy America (BABA). Contractor must comply with 2 CFR 200.322, Domestic Preferences for Procurements. To the greatest extent practicable, this requires the use of domestically produced iron, steel, manufactured products, and construction materials in all federally funded infrastructure projects. Contractor agrees to:
  - Include the domestic preference requirement in all contracts and subcontracts related to the federally funded project, where applicable.
  - Ensure that all applicable procurements are conducted in compliance with this requirement, providing documentation to demonstrate adherence.
  - Notify the Owner of any anticipated deviations or waivers to the BABA requirements, in accordance with federal guidelines.
  - This clause applies only to projects and activities subject to BABA requirements under federal law or regulation.
18. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
19. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the

certification(s) to the awarding agency.

Contractor hereby makes the following certification:

**Byrd Anti-Lobbying Amendment Certification  
for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

**Jeanie Braun - Managing Member**

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

**11/26/2024**

\_\_\_\_\_  
Date



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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**CLACKAMAS COUNTY  
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

**INVITATION TO BID #2024-94  
UPPER KELLOGG CAPITAL IMPROVEMENTS  
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION  
October 1, 2024**

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Upper Kellogg Capital Improvements** Project until **October 17, 2024, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address: <https://oregonbuys.gov/bsv/view/login/login.xhtml>, Document No. S-C01010-00011730.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

**Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Engineers Estimate: \$2,500,000.00

**Contact Information**

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us)

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the OregonBuys listing shortly after the opening.

**State Prevailing Wage**

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 5, 2024, which can be downloaded at the following web address: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)  
The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

#### **Article 1. Scope of Work**

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, and Plans, Specifications and Drawings.

#### **Article 2. Examination of Site and Conditions**

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

#### **Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications**

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a



manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the OregonBuys listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

#### **Article 4. Security to Be Furnished by Each Bidder**

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be

forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

#### **Article 5. Execution of Bid Bond**

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

#### **Article 6. Execution of the Bid Form**

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project

Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

#### **Article 7. Prohibition of Alterations to Bid**

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

#### **Article 8. Submission of Bid**

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

#### **Article 9. Bid Closing and Opening of Bids**

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Oregonbuys Website within a couple hours of the opening.

#### **Article 10. Acceptance or Rejection of Bids by Owner**

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

#### **Article 11. Withdrawal of Bid**

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

#### **Article 12. Execution of Contract, Performance Bond and Payment Bond**

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after

the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

### **Article 13. Recyclable Products**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

### **Article 14. Clarification or Protest of the Solicitation Document or Specifications**

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

### **Article 15. Protest of Intent to Award**

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the OregonBuys Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any

award protest must be in writing and must be delivered by email, hand delivery, or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

### **Article 16. Disclosure of First-Tier Subcontractors**

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to the Contract Information Analyst listed on the Notice of Contract Opportunity.



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**Project Name: # 2024-94 UPPER KELLOGG CAPITAL IMPROVEMENTS  
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK  
RESTORATION**

The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.

1. **Electronic Submissions:** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) will only be accepted electronically thru a secure online bid submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted. <https://bidlocker.us/a/clackamascounty/BidLocker>.

Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

**Join Zoom Meeting**

<https://clackamascounty.zoom.us/j/82902776354>

**Meeting ID: 829 0277 6354**

\*\*The Apparent Low bid results will be posted to the projects OregonBuys listing as soon as possible following the bid opening.

2. **Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted to either the Contact Information Analyst listed on Notice of Contract Opportunity or via the <https://bidlocker.us/a/clackamascounty/BidLocker> listing.

“Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of

work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.

### **3. Required Project Experience:**

Bidder shall submit examples of project experience by the Bidder that demonstrates successful completion of work with the following attributes:

Construction of a public works project in a residential neighborhood that required adjustment or reconstruction of private utility connections.

Construction that required establishment of a good working relationship and coordination with multiple property owners.

Construction of a small bridge or large (12' span or greater) culvert.

### **Demonstration of Bidder Qualifications:**

To demonstrate bidder qualifications, submit project and contractor information as described below for at least three (3) qualifying projects. Each example shall demonstrate experience with one or more of the requested attributes, but all three attributes of project experience must be represented among the examples.

### **Project and Contractor Information**

For each of the qualifying projects, identify the following:

- Name of the project
- Describe how it meets the qualifications requested above using at least eight (8) sentences.
- Initial contract time (planned start and end dates), and final contract time (actual start and end dates)
- The initial contract monetary value
- The final contract monetary value
- Name and telephone number of project owner

- Name and telephone number of the owner's project manager or other person who can verify the Bidder's experience

The Owner may check references to determine successful completion and may check references regarding Bidder's performance, including but not limited to: (a) quality control; (b) safety record; (c) timeliness of performance; (d) use of skilled personnel; (e) management of subcontractors; (f) availability of and use of appropriate equipment; (g) compliance with contract documents, including permit requirements; and (h) management of submittals process, change orders and closeout.

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST  
(FORM 1)**

Prime Contractor Name: Braun Construction & Design LLC.

Total Contract Amount: \$1,678,330.00

Project Name: # 2024-94 Kellogg Capital Improvements

<b>PRIME SELF-PERFORMING:</b> Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
<b>DOW BIDDER WILL SELF-PERFORM (GFE not required)</b>	
Hauling Services (Trucking)	Sewer, Water, & Storm Drain Work
Clearing/Grubbing/Mowing/Brushing	Grading
Concrete Cutting	Flagging
Utility Installation	Fence Installation
Pre-Cast Concrete Catch Basin Work	

**PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS**, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Delivery via bid locker <https://bidlocker.us/a/clackamascounty/BidLocker> within 2 hours of the BID/Quote Closing Date/Time.

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <b>correct legal name</b> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List <b>ALL</b> DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified or self-reporting MBE/WBE/ESB Subcontractor  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
<b>Name</b> Eastside Paving <b>Address</b> PO Box 1049 <b>City/St/Zip</b> Gresham, OR 97030 <b>Phone#</b> 503-492-7563 <b>OCCB#</b> 068962	Asphalt	\$26,060.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> Fox Erosion Control and Landscape, LLC <b>Address</b> 11901 Hwy 212 <b>City/St/Zip</b> Clackamas, OR 97015 <b>Phone#</b> 503-654-8816 <b>OCCB#</b> LCB #7393	Landscaping	\$230,108.50	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> LaRusso Concrete Inc <b>Address</b> 8536 SW St. Helens Dr. Ste. D <b>City/St/Zip</b> Wilsonville, OR. 97070 <b>Phone#</b> (503) 563-6780 <b>OCCB#</b> 169176	Concrete	\$59,587	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Name</b> <b>Address</b> <b>City/St/Zip</b> <b>Phone#</b> <b>OCCB#</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**GFE SUBCONTRACTOR AND SELF-PERFORMED WORK LIST (FORM 1) cont'd**

Prime Contractor Name: Braun Construction & Design LLC. Total Contract Amount: \$1,678,330.00

Project Name: # 2024-94 Kellogg Capital Improvements

<p align="center"><b>LIST ALL SUBCONTRACTORS BELOW</b> Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)</p>	<p align="center"><b>Division of Work</b> (Painting, electrical, landscaping, etc.) List <b>ALL</b> DOW performed by Subcontractors</p>	<p align="center"><b>DOLLAR AMOUNT OF SUBCONTRACT</b></p>	<p align="center">If Certified or self-reporting MBE/WBE/ESB Subcontractor</p>		
			<p align="center">Check box <input checked="" type="checkbox"/></p>		
			MBE	WBE	ESB
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Name Address City/St/Zip Phone# OCCB#</p>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor: Braun Construction & Design LLC.  
Project: # 2024-94 Kellogg Capital Improvements

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
TTE, Inc.	Concrete	10/16/2024	10/28/2024	Russ Williams	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$7,500.00	Lack of Scope & Price	Did not quote curb or catch basins.
Montelongo Set 2 Finish Concrete, LLC	Concrete	10/16/2024	10/28/2024	Francisco Montelongo	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Was unsure if they would bid it or not when spoke on the phone.
Santiago Concrete, LLC	Concrete	10/16/2024	10/28/2024	Fortunato Santiago Ruiz	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Was unsure if they would bid it or not when spoke on the phone.
Johnny's Concrete Services LLC	Concrete	10/16/2024	10/29/2024	Jhonny Duran & Armando	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Looked at it but decided not to bid.
Settje Sons Paving, LLC	Asphalt Paving	10/15/2024	10/29/2024	James Settje	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			Bid expected but not received
Legacy Paving & Construction, LLC	Asphalt Paving	10/15/2024	10/29/2024	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			Left Voicemail
All City Paving, LLC	Asphalt Paving	10/15/2024	10/29/2024	Craig Merkord	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			Bid expected but not received

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor:  
Project: # 2024-94 Kellogg Capital Improvements

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
Oregon Contractor Services, LLC	Asphalt Paving & Concrete	10/16/2024	Not Necessary	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Bid received before could call
Andersons Erosion Control Inc	Landscaping	10/16/2024	Not Necessary	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$243,143.90	Price	Bid received before could call
Bella Terra, LLC	Landscaping	10/16/2024	10/29/2024	Voicemail	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			Left Voicemail
Fox Erosion Control and Landscape, Inc.	Landscaping	10/16/2024	Not Necessary	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$230,108.50	N/A	Bid received before could call
Wakeview Construction	Asphalt Paving	10/15/2024	Not Necessary	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			JD George emailed they weren't bidding
EarthTech Landscape Solutions, LLC	Landscaping	10/16/2024	10/29/2024	Front Desk	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Coria Landscape, Inc.	Landscaping	10/29/2024	Not Necessary	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			Mike Montgomery emailed they weren't bidding

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
PROJECT COMPLETION REPORT  
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2024-94 Kellogg Capital Improvements

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <b>correct legal name</b> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List <b>ALL</b> DOW performed by Subcontractors	<b>FINAL DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified or self-reported MBE/WBE/ESB Subcontractor  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

\_\_\_\_\_  
Authorized Signature of Contractor Representative

\_\_\_\_\_  
Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2024-94 UPPER KELLOGG CAPITAL IMPROVEMENTS
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION

We, Braun Construction & Design, LLC, as "Principal,"
(Name of Principal)

and Markel Insurance Company, an Illinois Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind
ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto
Clackamas County ("Obligee") the sum of (\$10% ---)

Ten Percent of the Total Amount Bid --- dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or
bid to an agency of the Obligee in response to Obligee's procurement document (No. S-C01010-
00011730) for the
project identified above which proposal or bid is made a part of this bond by reference, and Principal is
required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid
pursuant to the procurement document.

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly
authorized legal representatives this 17th day of October, 2024.

Principal: Braun Construction & Design, LLC

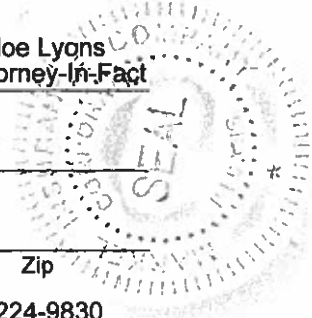
Surety: Markel Insurance Company

By: [Signature]
Signature
Managing Member
Official Capacity

By: Attorney-In-Fact
[Signature]
Chloe Lyons
Attorney-In-Fact
Name

Attest: [Signature]
Corporation Secretary

P.O. Box 2808
Address
Portland, OR 97208
City State Zip
(503) 224-2500 (503) 224-9830
Phone Fax



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Brent Olson, Gloria Bruning, Vicki Mather, Joel Dietzman, Andrew Choruby, Casey Geske, Richard Kowalski, Sterling Drew Roddan, Justin Cumnock, Christopher A. Reburn, Leticia Romano, Chloe Lyons, Phillip O. Forker, Patrick Dooney, Ashlee Pingree, Jessi Wimer

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

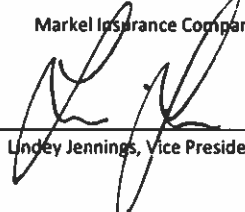
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 1st day of October, 2024.

SureTec Insurance Company

By:   
Michael C. Keimig, President



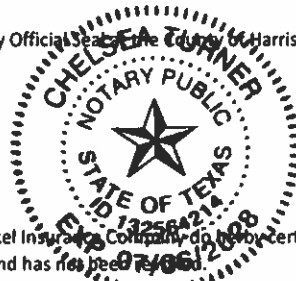
Markel Insurance Company

By:   
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 1st day of October, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal of the County of Harris, the day and year first above written.



By:   
Chelsea Turner, Notary Public  
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.


IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 17th day of October, 2024.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2024-94 UPPER KELLOGG CAPITAL IMPROVEMENTS
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION

BID CLOSING: October 17, 2024, 2:00 PM, Pacific Time
BID OPENING: October 17, 2024, 2:05 PM, Pacific Time

FROM: Braun Construction & Design LLC.
Bidder's Name (must be full legal name, not ABN/DBA)

TO: https://bidlocker.us/a/clackamacounty/BidLocker

1. Bidder is (check one of the following and insert information requested):

- a. An individual; or
b. A partnership registered under the laws of the State of ; or
c. A corporation organized under the laws of the State of ; or
d. A limited liability corporation organized under the laws of the State of Oregon ;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

One million six hundred seventy-eight thousand three hundred thirty dollars Dollars (\$ 1,678,330.00 )

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
• Instructions to Bidders
• Bid Bond
• Public Improvement Contract Form
• Prevailing Wage Rates
• Plans, Specifications and Drawings
• Supplemental Instructions to Bidders
• Bid Form
• Performance Bond and Payment Bond
• Payroll and Certified Statement Form

• ADDENDA numbered 1 through 4, inclusive (fill in blanks)

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications: N/A

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with the project specifications: Provide the attached Bid Schedules with Bid.

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **UPPER KELLOGG CAPITAL IMPROVEMENTS ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION**.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100% ) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

Markel Insurance Company  
*(name of surety company - not insurance agency)*

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned  **HAS**,  **HAS NOT** (*check one*) paid unemployment or income taxes in Oregon within the past 12 months and  **DOES**,  **DOES NOT** (*check one*) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 167432. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF Corporation, Policy No. 989113, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):


Project Executive: <u>Jeff Braun</u>	, Cell Phone: <u>503-969-3522</u>
Project Manager: <u>Andrew Braun</u>	, Cell Phone: <u>503-869-7913</u>
Job Superintendent: <u>Jesse Larson</u>	, Cell Phone: <u>503-266-7331</u>
Project Engineer: <u>Joey Urness</u>	, Cell Phone: <u>541-517-9974</u>

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

**REMINDER:** Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM	<u>Braun Construction &amp; Design LLC.</u>
ADDRESS	<u>24805 SW Gage Rd</u> <u>Wilsonville, OR 97070</u>
TELEPHONE NO	<u>503-638-6406</u>
EMAIL	<u>Office@BraunC.com</u>
SIGNATURE 1)	<u>Sole Individual</u>
or 2)	<u>Partner</u>
or 3)	<u></u> <u>Authorized Officer or Employee of Corporation</u>

\*\*\*\*\* **END OF BID** \*\*\*\*\*



**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: #2024-94**  
**UPPER KELLOGG CAPITAL IMPROVEMENTS**  
**ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION**

**BID OPENING: October 17, 2024, 2:00 PM, Pacific Time**

**Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.**

**INSTRUCTIONS:**

This First-Tier Subcontractor Disclosure Form (“Form”) must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

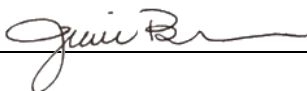
List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter **“NONE”** if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. **ATTACH ADDITIONAL SHEETS IF NECESSARY.**

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	Fox Erosion Control and Landscape, Inc.	\$230,108.50	Landscaping
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

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

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: Braun Construction & Design LLC.

Bidder Signature:  Phone # 503-638-6406

**BID/FEE SHEET**



**PROJECT NAME: UPPER KELLOGG CREEK CAPITAL IMPROVEMENTS**  
**PROJECT NUMBER: CIP 1079 Addendum #3**

WATER ENVIRONMENT SERVICES: UPPER KELLOGG CREEK CAPITAL IMPROVEMENTS						
ITEM #	SPEC SECTION	KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting	UNIT	DATE 10/18/24	AMOUNT	TOTAL
<b>TEMPORARY FEATURES AND APPURTENANCES</b>						
1.	0197-X	FORCE ACCOUNT	LS	1	\$ 25,000.00	\$ 25,000.00
2.	0210-0100000A	MOBILIZATION	LS	1	\$75,000.00	\$75,000.00
3.	0221-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	\$4,200.00	\$4,200.00
4.	0245-0100000A	TEMPORARY WATER MANAGEMENT FACILITY FOR CIP 1079	LS	1	\$15,000.00	\$15,000.00
5.	0270-0114000F	TEMPORARY TYPE CL CHAIN LINK FENCE	FOOT	410	\$10.00	\$4,100.00
6.	0280-0100000A	EROSION CONTROL	LS	1	\$4,000.00	\$4,000.00
7.	0280-0101000J	PLASTIC SHEETING	SQYD	770	\$5.00	\$3,850.00
8.	0280-0105050J	MATTING, TYPE E	SQYD	2300	\$6.50	\$14,950.00
9.	0280-0105060J	MATTING, TYPE F	SQYD	2300	\$8.00	\$18,400.00
10.	0280-0110010E	CONSTRUCTION ENTRANCE, TYPE 1	EACH	3	\$1,750.00	\$5,250.00
11.	0280-0113000F	SEDIMENT FENCE	FOOT	400	\$3.50	\$1,400.00
12.	0280-0114030E	ORANGE CONSTRUCTION FENCE	FOOT	2000	\$3.50	\$7,000.00
13.	0280-0114040E	INLET PROTECTION, TYPE 4	EACH	1	\$65.00	\$65.00
14.	0290-0100000A	POLLUTION CONTROL PLAN	LS	1	\$550.00	\$550.00
15.	0290-0200000A	TURBIDITY MONITORING	LS	1	\$2,500.00	\$2,500.00
<b>ROADWORK</b>						
16.	0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1	\$10,000.00	\$10,000.00
17.	0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$10,500.00	\$10,500.00
18.	0320-0100000A	CLEARING AND GRUBBING	LS	1	\$17,000.00	\$17,000.00
19.	0330-0105000K	GENERAL EXCAVATION	CUYD	1410	\$52.00	\$73,320.00
20.	0350-0104000J	RIPRAP GEOTEXTILE, TYPE 2	SQYD	47	\$4.00	\$188.00
21.	0350-0105000J	SUBGRADE GEOTEXTILE	SQYD	220	\$2.00	\$440.00
22.	0390-0105000K	LOOSE RIPRAP, CLASS 50 W/ STREAMBED SEDIMENT	CUYD	25	\$500.00	\$12,500.00
<b>DRAINAGE AND SEWERS</b>						
23.	0405-XXXX	POTHOLE EXCAVATION	EACH	5	\$775.00	\$3,875.00
<b>WORK ON EXISTING SEWERS AND STRUCTURES</b>						
24.	0490-0100000E	ADJUSTING BOXES	EACH	1	\$300.00	\$300.00
25.	0490-0117000E	FILLING ABANDONED STRUCTURES	EACH	4	\$1,250.00	\$5,000.00
<b>BRIDGES</b>						
26.	0501-0100000A	BRIDGE REMOVAL WORK	LS	1	\$7,500.00	\$7,500.00
27.	0510-0101000K	STRUCTURE EXCAVATION	CUYD	228	\$125.00	\$28,500.00
28.	0510-0106000K	GRANULAR WALL BACKFILL	CUYD	13	\$215.00	\$2,795.00
29.	0510-0108000K	GRANULAR STRUCTURE BACKFILL	CUYD	15	\$215.00	\$3,225.00
30.	552-X	PRECAST FOOTING	FOOT	88	\$300.00	\$26,400.00
31.	0587-0102000A	2 TUBE SIDE MOUNT RAIL	LS	1	\$30,000.00	\$30,000.00
32.	0595-0100200F	PRECAST REINFORCED CONCRETE BOX CULVERTS	FOOT	40	\$4,600.00	\$184,000.00
33.	0596-B002000A	RETAINING WALL, PREFABRICATED MODULAR GRAVITY	LS	1	\$3,500.00	\$3,500.00
<b>BASES</b>						
34.	0641-0112000M	3/4 INCH - 0 AGGREGATE BASE	TON	10	\$110.00	\$1,100.00
35.	0641-0115000M	1 INCH - 0 AGGREGATE BASE	TON	30	\$110.00	\$3,300.00
<b>WEARING SURFACES</b>						
36.	0730-0100000M	EMULSIFIED ASPHALT FOR TACK COAT	TON	0.02	\$1,100.00	\$22.00

**BID/FEE SHEET**



**PROJECT NAME: UPPER KELLOGG CREEK CAPITAL IMPROVEMENTS**  
**PROJECT NUMBER: CIP 1079**

WATER ENVIRONMENT SERVICES: UPPER KELLOGG CREEK CAPITAL IMPROVEMENTS						
		KIND OF WORK			DATE	
		Roadway, Earthwork, Structures, Drainage, Planting			10/18/24	
ITEM #	SPEC SECTION	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST	TOTAL
37.	0744-0202000M	LEVEL 2, 1/2 INCH ACP MIXTURE	TON	11	\$325.00	\$3,575.00
38.	0759-0126000J	CONCRETE DRIVEWAYS	SQFT	100	\$50.00	\$5,000.00
39.	0759-0140000J	6 INCH CONCRETE SURFACING	SQFT	50	\$55.00	\$2,750.00
<b>PERMANENT TRAFFIC CONTROL AND ELECTRICAL SYSTEMS</b>						
40.	960-XXXX	COMMUNICATION SERVICE LINE RECONSTRUCT	FOOT	50	\$25.00	\$1,250.00
<b>RIGHT OF WAY DEVELOPMENT AND CONTROL</b>						
41.	1030-0101000R	WEED CONTROL	ACRE	0.13	\$10,000.00	\$1,300.00
42.	1030-0112000X	PERMANENT SEEDING	ACRE	0.14	\$14,000.00	\$1,960.00
43.	1030-0138000X	LAWN SEEDING	ACRE	0.29	\$13,000.00	\$3,770.00
44.	1030-0140000R	MULCHING	ACRE	0.11	\$43,500.00	\$4,785.00
45.	1040-0110000E	CONIFER TREES, 2 FT HEIGHT	EACH	9	\$115.00	\$1,035.00
46.	1040-0147000E	DECIDUOUS TREES, #1 CONTAINER	EACH	18	\$115.00	\$2,070.00
47.	1040-0185000E	WETLAND PLANTS, #1 CONTAINER	EACH	643	\$22.50	\$14,467.50
48.	1040-0183000E	WETLAND PLANTS, PLUGS	EACH	9583	\$4.00	\$38,332.00
49.	1050-0224000X	ALUMINUM FENCE, 3 FOOT	FOOT	335	\$100.00	\$33,500.00
50.	1050-0240000F	REMOVING AND REBUILDING FENCE	FOOT	60	\$40.00	\$2,400.00
51.	1091-0100600K	STREAMBED MATERIALS	CUYD	570	\$330.00	\$188,100.00
52.	1091-0103100E	LARGE WOODY MATERIAL	EACH	3	\$3,000.00	\$9,000.00
53.	1091-xxxxxxx	LOG PILE	EACH	6	\$1,000.00	\$6,000.00
<b>SANITARY, STORM, CULVERT PIPE</b>						
54.	1170-0109000F	1 INCH WATER SERVICE LINE	FOOT	120	\$150.00	\$18,000.00
				<b>Total (1079)</b>		<b>\$942,024.50</b>

**BID/FEE SHEET**



**PROJECT NAME: UPPER KELLOGG CREEK CAPITAL IMPROVEMENTS**  
**PROJECT NUMBER: CIP 1091 Addendum #3**

WATER ENVIRONMENT SERVICES: UPPER KELLOGG CREEK CAPITAL IMPROVEMENTS						
ITEM #	SPEC SECTION	KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting	UNIT	DATE 10/18/24	AMOUNT	TOTAL
<b>TEMPORARY FEATURES AND APPURTENANCES</b>						
55.	0197-X	FORCE ACCOUNT	LS	1	\$ 25,000.00	\$ 25,000.00
56.	0210-0100000A	MOBILIZATION	LS	1	70,000.00	70,000.00
57.	0221-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	20,000.00	20,000.00
58.	0245-0100000A	TEMPORARY WATER MANAGEMENT FACILITY FOR CIP 1091	LS	1	6,000.00	6,000.00
59.	0270-0114000F	TEMPORARY TYPE CL CHAIN LINK FENCE	FOOT	110	10.00	1,100.00
60.	0280-0100000A	EROSION CONTROL	LS	1	3,500.00	3,500.00
61.	0280-0105050J	MATTING, TYPE E	SQYD	1000	6.50	6,500.00
62.	0280-0105060J	MATTING, TYPE F	SQYD	1000	8.00	8,000.00
63.	0280-0110010E	CONSTRUCTION ENTRANCE, TYPE 1	EACH	3	1,750.00	5,250.00
64.	0280-0112500E	CONCRETE WASHOUT FACILITY	EACH	1	650.00	650.00
65.	0280-0113000F	SEDIMENT FENCE	FOOT	400	3.50	1,400.00
66.	0280-0114030E	ORANGE CONSTRUCTION FENCE	FOOT	800	3.50	2,800.00
67.	0280-0114040E	INLET PROTECTION, TYPE 4	EACH	17	50.00	850.00
68.	0290-0100000A	POLLUTION CONTROL PLAN	LS	1	550.00	550.00
69.	0290-0200000A	TURBIDITY MONITORING	LS	1	2,500.00	2,500.00
<b>ROADWORK</b>						
70.	0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1	12,000.00	12,000.00
71.	0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	10,000.00	10,000.00
72.	0320-0100000A	CLEARING AND GRUBBING	LS	1	5,000.00	5,000.00
73.	0330-0105000K	GENERAL EXCAVATION	CUYD	560	60.00	33,600.00
74.	0350-0104000J	RIPRAP GEOTEXTILE, TYPE 2	SQYD	42	4.00	168.00
75.	0350-0105000J	SUBGRADE GEOTEXTILE	SQYD	490	2.00	980.00
76.	0390-0105000K	LOOSE RIPRAP, CLASS 50 W/ STREAMBED SEDIMENT	CUYD	7	550.00	3,850.00
77.	0390-0111000K	LOOSE RIPRAP, CLASS 200 W/ STREAMBED SEDIMENT	CUYD	20	450.00	9,000.00
<b>DRAINAGE AND SEWERS</b>						
78.	0405-XXXXX	POTHOLE EXCAVATION	EACH	14	775.00	10,850.00
79.	0415-0100000F	MAINLINE VIDEO INSPECTION	FOOT	573	2.50	1,432.50
80.	0445-035012AF	12 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	14	250.00	3,500.00
81.	0445-035012BF	12 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	29	225.00	6,525.00
82.	0445-035018AF	18 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	299	245.00	73,255.00
83.	0445-035018BF	18 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	231	280.00	64,680.00
84.	0470-0110000E	CONCRETE MANHOLES, WATER QUALITY	EACH	1	9,000.00	9,000.00
85.	0470-0105000E	CONCRETE MANHOLES, SHALLOW (FLAT TOP)	EACH	2	5,200.00	10,400.00
86.	0470-0316000E	CONCRETE INLETS, TYPE G-2 (MODIFIED)	EACH	13	4,250.00	55,250.00
87.	0470-0332000e	CATCH BASINS, TYPE FIELD INLET	EACH	1	3,500.00	3,500.00
<b>WORK ON EXISTING SEWERS AND STRUCTURES</b>						
88.	0490-0100000E	ADJUSTING BOXES	EACH	2	300.00	600.00
89.	0490-0120000E	MINOR ADJUSTMENT OF MANHOLES	EACH	1	750.00	750.00
90.	0490-0117000E	FILLING ABANDONED STRUCTURES	EACH	3	1,250.00	3,750.00
91.	0490-X	EXTRA FOR INLET OVER EXISTING SEWER	EACH	1	1,750.00	1,750.00
<b>BRIDGES</b>						
92.	0596-A002000A	RETAINING WALL, MSE	LS	1	16,000.00	16,000.00
<b>BASES</b>						
93.	0620-0104000J	COLD PLANE PAVEMENT REMOVAL, 0 - 2 INCHES DEEP	SQYD	490	25.00	12,250.00
94.	0641-0108000M	1/4 INCH - 0 AGGREGATE BASE	TON	30	135.00	4,050.00
95.	0641-0112000M	3/4 INCH - 0 AGGREGATE BASE	TON	40	110.00	4,400.00

**BID/FEE SHEET**



**PROJECT NAME: UPPER KELLOGG CREEK CAPITAL IMPROVEMENTS**  
**PROJECT NUMBER: CIP 1091**

WATER ENVIRONMENT SERVICES: UPPER KELLOGG CREEK CAPITAL IMPROVEMENTS						
ITEM #	SPEC SECTION	KIND OF WORK Roadway, Earthwork, Structures, Drainage, Planting	UNIT	DATE 10/18/24	AMOUNT	TOTAL
96.	0641-0115000M	1 INCH - 0 AGGREGATE BASE	TON	200	100.00	20,000.00
<b>WEARING SURFACES</b>						
97.	0730-0100000M	EMULSIFIED ASPHALT FOR TACK COAT	TON	0.28	1,100.00	308.00
98.	0744-0202000M	LEVEL 2, 1/2 INCH ACP MIXTURE	TON	124	240.00	29,760.00
99.	0759-0110000F	CONCRETE CURBS, STANDARD CURB	FOOT	220	45.00	9,900.00
<b>PERMANENT TRAFFIC CONTROL AND ELECTRICAL SYSTEMS</b>						
100.	0905-0101000A	REMOVE AND REINSTALL EXISTING SIGNS	LS	1	650.00	650.00
101.	960-XXXX	POWER SERVICE LINE RECONSTRUCT	FOOT	60	50.00	3,000.00
102.	960-XXXX	COMMUNICATION SERVICE LINE RECONSTRUCT	FOOT	240	22.00	5,280.00
<b>RIGHT OF WAY DEVELOPMENT AND CONTROL</b>						
103.	1030-0101000R	WEED CONTROL	ACRE	0.13	10,000.00	1,300.00
104.	1030-0112000X	PERMANENT SEEDING	ACRE	0.16	13,000.00	2,080.00
105.	1030-0132000X	NATIVE PLANT SEEDING	ACRE	0.3	14,600.00	4,380.00
106.	1030-0138000X	LAWN SEEDING	ACRE	0.02	70,000.00	1,400.00
107.	1030-0140000R	MULCHING	ACRE	0.14	43,500.00	6,090.00
108.	1040-0110000E	CONIFER TREES, 2 FT HEIGHT	EACH	9	115.00	1,035.00
109.	1040-0147000E	DECIDUOUS TREES, #1 CONTAINER	EACH	18	115.00	2,070.00
110.	1040-0185000E	WETLAND PLANTS, #1 CONTAINER	EACH	816	22.50	18,360.00
111.	1040-0183000E	WETLAND PLANTS, PLUGS	EACH	13068	4.00	52,272.00
112.	1050-0224000X	ALUMINUM FENCE, 3 FOOT	FOOT	345	100.00	34,500.00
113.	1070-0103000E	REMOVE AND REINSTALL MAILBOX SUPPORTS	EACH	1	900.00	900.00
114.	1091-0100600K	STREAMBED MATERIALS	CUYD	30	300.00	9,000.00
115.	1092-xxxxxxx	BRUSH PILE	EACH	2	2,250.00	4,500.00
<b>SANITARY, STORM, CULVERT PIPE</b>						
116.	1140-0145000F	6 INCH POTABLE WATER PIPE, FITTINGS & COUPLINGS WITH RESTRAINED	FOOT	56	155.00	8,680.00
117.	1140-0145000F	8 INCH POTABLE WATER PIPE, FITTINGS & COUPLINGS WITH RESTRAINED	FOOT	40	180.00	7,200.00
118.	1170-0109000F	1 INCH WATER SERVICE LINE	FOOT	20	150.00	3,000.00
					<b>Total (1091)</b>	<b>\$736,305.50</b>
					<b>Total (1079)</b>	<b>\$942,024.50</b>
					<b>Total BID (1079)+ (1091)</b>	<b>\$1,678,330.00</b>



WATER ENVIRONMENT SERVICES
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 4477940
Solicitation: #2024-94
Project Name: UPPER KELLOGG CAPITAL IMPROVEMENTS
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION

Table with 4 columns: Market Insurance Company, Surety #1, Surety #2, Bond Amount No. 1, Bond Amount No. 2, Total Penal Sum of Bond.

We, Braun Construction & Design, LLC as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Water Environment Services ("District"), the sum of (Total Penal Sum of Bond) \$ One Million Six Hundred Seventy-Eight Thousand Three Hundred Thirty & 00/100ths Dollars (\$1,678,330.00) -- (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with the District, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Project Contract Documents; and

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless the District and Clackamas County and their elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

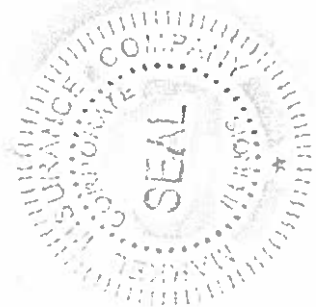
PRINCIPAL: Braun Construction & Design, LLC

By: [Signature] Signature  
Managing Member Official Capacity  
 Attest: [Signature] Corporation Secretary

SURETY: Markel Insurance Company  
*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:  
*[Power-of-Attorney must accompany each bond]*

Chloe Lyons  
[Signature] Name  
[Signature] Signature  
 P.O. Box 2808 Address  
 Portland, OR 97208  
 City State Zip  
 (503) 224-2500 (503) 224-9830  
 Phone Fax



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Brent Olson, Gloria Bruning, Vicki Mather, Joel Dietzman, Andrew Choruby, Casey Geske, Richard Kowalski, Sterling Drew Roddan, Justin Cumnock, Christopher A. Reburn, Leticia Romano, Chloe Lyons, Philip O. Forker, Patrick Dooney, Ashlee Pingree, Jessi Wimer

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 1st day of October, 2024.

SureTec Insurance Company

By: [Signature]  
Michael C. Keimig, President



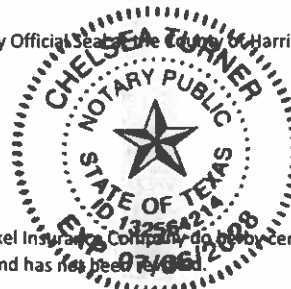
Markel Insurance Company

By: [Signature]  
Lindy Jennings, Vice President

State of Texas  
County of Harris:

On this 1st day of October, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal, in the County of Harris, the day and year first above written.



By: [Signature]  
Chelsea Turner, Notary Public  
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SureTec Insurance Company

By: [Signature]  
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: [Signature]  
Andrew Marquis, Assistant Secretary





WATER ENVIRONMENT SERVICES  
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 4477940

Solicitation: #2024-94

Project Name: UPPER KELLOGG CAPITAL IMPROVEMENTS  
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION

Market Insurance

Company \_\_\_\_\_ (Surety #1)

Bond Amount No. 1: \$ 1,678,330.00 ---

N/A \_\_\_\_\_ (Surety #2)\*

Bond Amount No. 2:\* \$ N/A

\* If using multiple sureties

Total Penal Sum of Bond: \$ 1,678,330.00 ---

We, Braun Construction & Design, LLC, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Water Environment Services ("District"), the sum of (Total Penal Sum of Bond) One Million Six Hundred Seventy-Eight Thousand Three Hundred Thirty & 00/100ths Dollars (\$1,678,330.00) --- (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with the District, along with the plans, specifications, terms and conditions of which are contained in above-referenced Project Contract Documents; and

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

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless the District and Clackamas County and their elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the District on account of any labor or materials furnished; and shall do all things required of

the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.


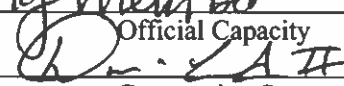
Nonpayment of the bond premium will not invalidate this bond nor shall the District be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

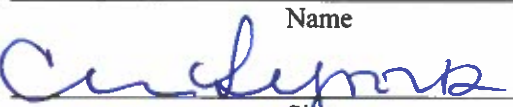
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL: Braun Construction & Design, LLC

By:  Signature  
Managing Member Official Capacity  
Attest:  Corporation Secretary

SURETY: Markel Insurance Company  
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:  
[Power-of-Attorney must accompany each bond]

Chloe Lyons Name  
 Signature

P.O. Box 2808 Address

Portland, OR 97208  
City State Zip

(503) 224-2500 (503) 224-9830  
Phone Fax



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Brent Olson, Gloria Bruning, Vicki Mather, Joel Dietzman, Andrew Choruby, Casey Geske, Richard Kowalski, Sterling Drew Roddan, Justin Cumnock, Christopher A. Reburn, Leticia Romano, Chloe Lyons, Philip O. Forker, Patrick Dooney, Ashlee Pingree, Jessi Wimer

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 1st day of October, 2024.

SureTec Insurance Company

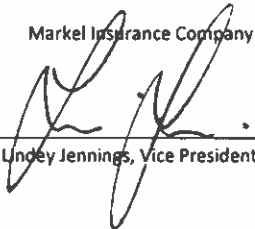
By:

  
Michael C. Keimig, President



Markel Insurance Company

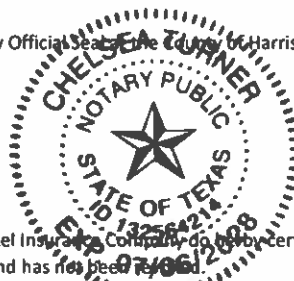
By:

  
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 1st day of October, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal to the above instrument, in and for the County of Harris, the day and year first above written.



By:

  
Chelsea Turner, Notary Public  
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SureTec Insurance Company

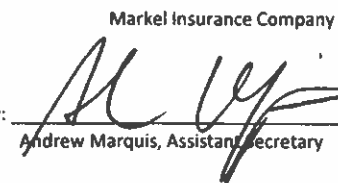
By:

  
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By:

  
Andrew Marquis, Assistant Secretary



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

**PROJECT: # 2024-94 UPPER KELLOGG CAPITAL IMPROVEMENTS  
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION**

**Project Background:**

**SE Clackamas Road Drainage Infrastructure**

Work for this project includes, but is not limited to:

- Construction or replacement of approximately 600 lineal feet of 12 to 18-inch diameter storm drain, including associated manholes, storm drainage structures, and riprap outfall protection requiring excavation, shoring and dewatering in a residential setting with utility and local access constraints;
- Grading associated with construction of 0.2 acre wetland area with approximately 300 lineal feet of wetland swale, and approximately 200 lineal feet of earthen berm on an open space tract with utility constraints;
- Clearing, grubbing, and weed control of invasive plant species;
- Construction of Brush Piles to provide improved habitat in the wetland area;
- Temporary water management to allow construction below the ordinary high water elevation;

**Aldercrest Culvert Replacements**

- Construction to remove culverts under three driveways and replace the stream crossing with a 20-foot span, three-sided concrete box culvert set on pre-cast footings
- Reconstruct a section of sanitary sewer under one driveway
- Grading associated with construction of approximately 750 lineal feet of stream channel
- Adjust or reconstruct utility service to private properties in conflict with the stream and culvert construction.
- Clearing, grubbing, and weed control of invasive plant species including an existing stormwater quality facility;
- Construction of Large Wood Structures to provide improved habitat in Upper Kellogg Creek.
- Temporary water management to allow construction below the ordinary high water elevation of Upper Kellogg Creek

**Engineers Estimate:** \$2,500,000.00

**Key Dates:**

All Basic Bid Work may begin as soon as the Notice to Proceed (“NTP”) is issued

Substantial Completion: November 31, 2026

Final Completion: December 31, 2026

**The Scope further includes the following Plans, Specifications and Drawings:**

- SPECIAL PROVISIONS FOR FLOOD REDUCTION AND HABITAT ENHANCEMENT PROJECT ON INCLUDING STREAM AND WETLAND GRADING; DRAINAGE, PIPELINE, AND STORM DRAINAGE STRUCTURE CONSTRUCTION; SMALL BRIDGE CONSTRUCTION; UTILITY CONSTRUCTION; ROADWAY RESTORATION; HABITAT STRUCTURE CONSTRUCTION; AND PLANTING.
- DRAWING SET FOR UPPER KELLOGG CAPITAL IMPROVEMENTS ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION (CIP 1079)  
  
SE CLACKAMAS ROAD DRAINAGE INFRASTRUCTURE (CIP 1091)
- Upper Kellogg Capital Improvement - Geotechnical Report, dated September 25, 2024



INVITATION TO BID #2024-94  
UPPER KELLOGG CAPITAL IMPROVEMENTS  
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION  
ADDENDUM NUMBER 1  
October 7, 2024

On October 1, 2024, Clackamas County (“County”) published Invitation to Bid #2024-94 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. The Bid due date is hereby changed from October 17, 2024, 2:00PM PST to **October 24, 2024, 2PM PST.**

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End of Addendum



INVITATION TO BID #2024-94  
UPPER KELLOGG CAPITAL IMPROVEMENTS  
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION  
ADDENDUM NUMBER 2  
October 15, 2024

On October 1, 2024, Clackamas County (“County”) published Invitation to Bid #2024-94 (“BID”), and issued Addendum #1 on October 7, 2024. The County has found that it is in its interest to amend the BID through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. Remove and replace the Bid Schedule with the updated schedule titled *Bid – Cost Estimate - 2024 Addendum #1*, hereby attached and incorporated by reference.

Attachments: Bid – Cost Estimate - 2024 Addendum #1.

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End of Addendum



INVITATION TO BID #2024-94  
UPPER KELLOGG CAPITAL IMPROVEMENTS  
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION  
ADDENDUM NUMBER 3  
October 22, 2024

On October 1, 2024, Clackamas County (“County”) published Invitation to Bid #2024-94 (“BID”), and issued Addendum #1 on October 7, 2024, and Addendum #2 on October 15, 2024. The County has found that it is in its interest to amend the BID through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. The Bid due date is hereby changed from October 24, 2024, 2:00PM PST to **October 29, 2024, 2PM PST**.
2. Remove and replace the Bid Schedule with the updated schedule titled *Bid/Fee Sheet CIP 1079 Addendum #3, Bid/Fee Sheet CIP 1091 Addendum #3* hereby attached and incorporated by reference.
3. Remove and replace the drawings G1.00 and G1.10 with the attached titled G1.00 Addendum #3 and G1.10 Addendum #3.

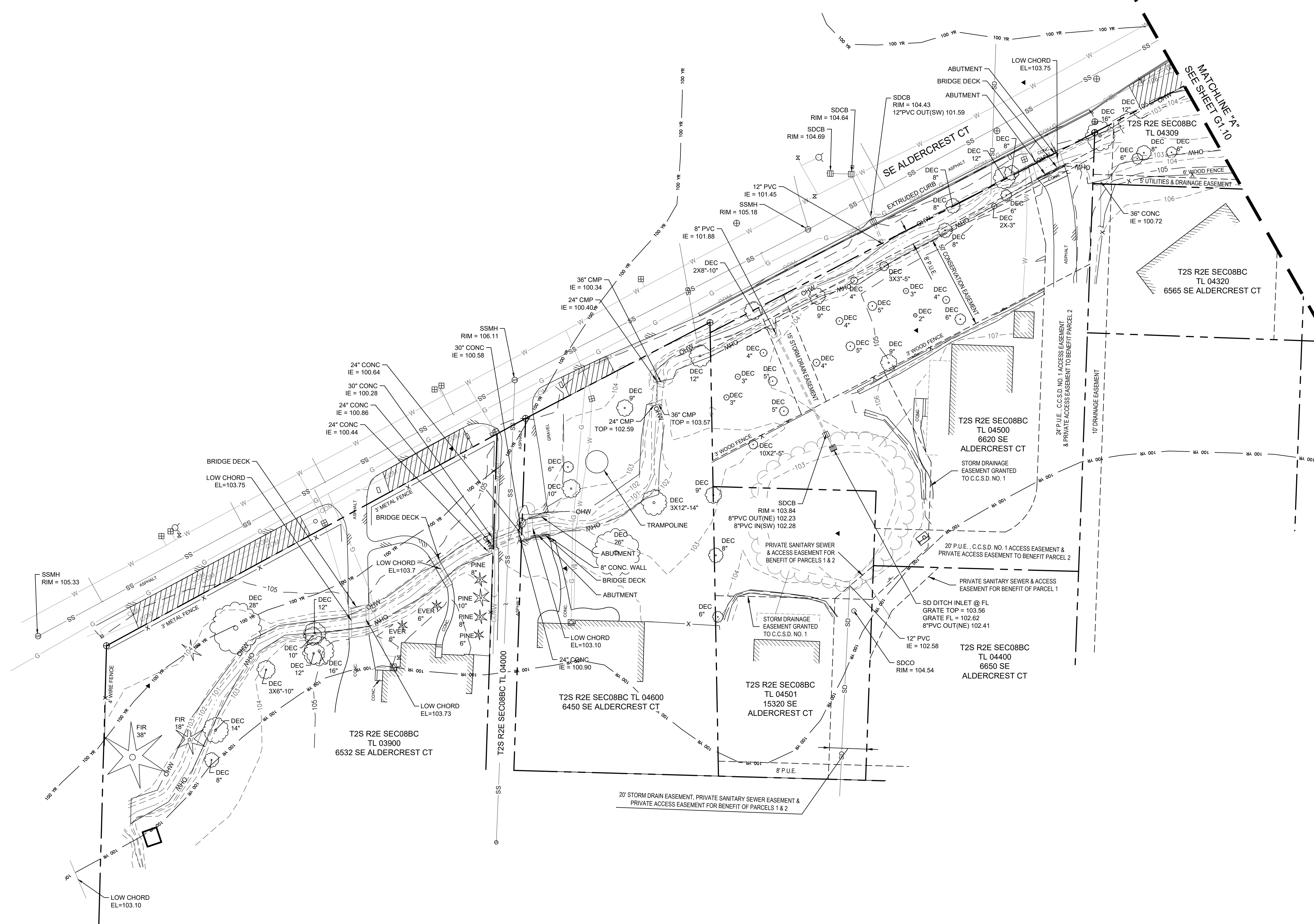
Attachments:

- Bid/Fee Sheet CIP 1079 Addendum #3, Bid/Fee Sheet CIP 1091 Addendum #3.
- G1.00 Existing Conditions Plan A- Addendum #3
- G1.10 Existing Conditions Plan B- Addendum #3

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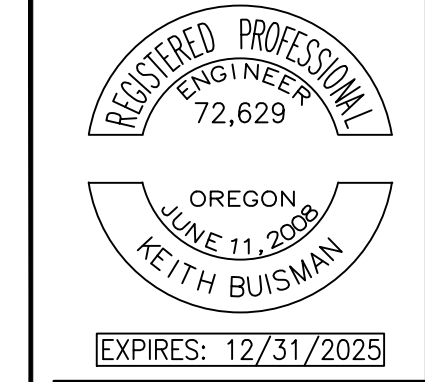
End of Addendum

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**LEGEND**

- SURVEY CONTROL
- SANITARY MANHOLE
- STORM MANHOLE
- APPROXIMATE MANHOLE SIZE/LOCATION
- CATCH BASIN
- DITCH INLET
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- POWER VAULT
- TRANSFORMER
- COMMUNICATION RISER
- COBRA LIGHT POLE
- UTILITY POLE
- MAILBOX
- LINE CONTINUOUS
- DECIDUOUS TREE
- EVERGREEN TREE
- SS — SANITARY LINE
- SD — STORM LINE
- OHL — OVER HEAD UTILITY LINE
- W — WATER LINE
- F — FENCE (AS NOTED)
- C — CULVERT PIPE
- H — HEDGE/VEGETATION EDGE
- OHW — CENTER OF CREEK
- OHW — ORDINARY HIGH WATER
- W — WETLANDS BOUNDARY
- 100 YR — 100-YR FLOOD PLAIN
- T — TEMPORARY CONSTRUCTION EQUIPMENT PARKING AREA (WORKING HOURS ONLY)



**Otak, Inc.**  
808 SW Third Avenue, Ste. 800  
Portland, OR 97204  
503.287.6825  
www.otak.com

CONSULTANT

**UPPER KELLOGG STORMWATER IMPROVEMENTS**  
PUBLIC STORMWATER IMPROVEMENTS  
CLACKAMAS COUNTY, OREGON  
GENERAL  
**EXISTING CONDITIONS PLAN A**

TITLE	#	DATE	DESCRIPTION

REVISIONS

NAVD 88  
DATUM

CJB/MMPB NMR  
DRAWN BY CHECKED BY

BID SET  
STATUS

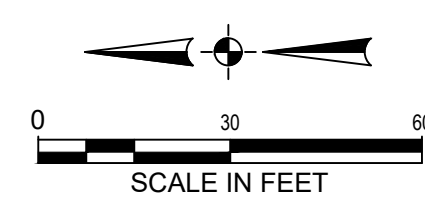
SEPTEMBER 30, 2024  
DATE

21050  
PROJECT NUMBER

**G1.00**

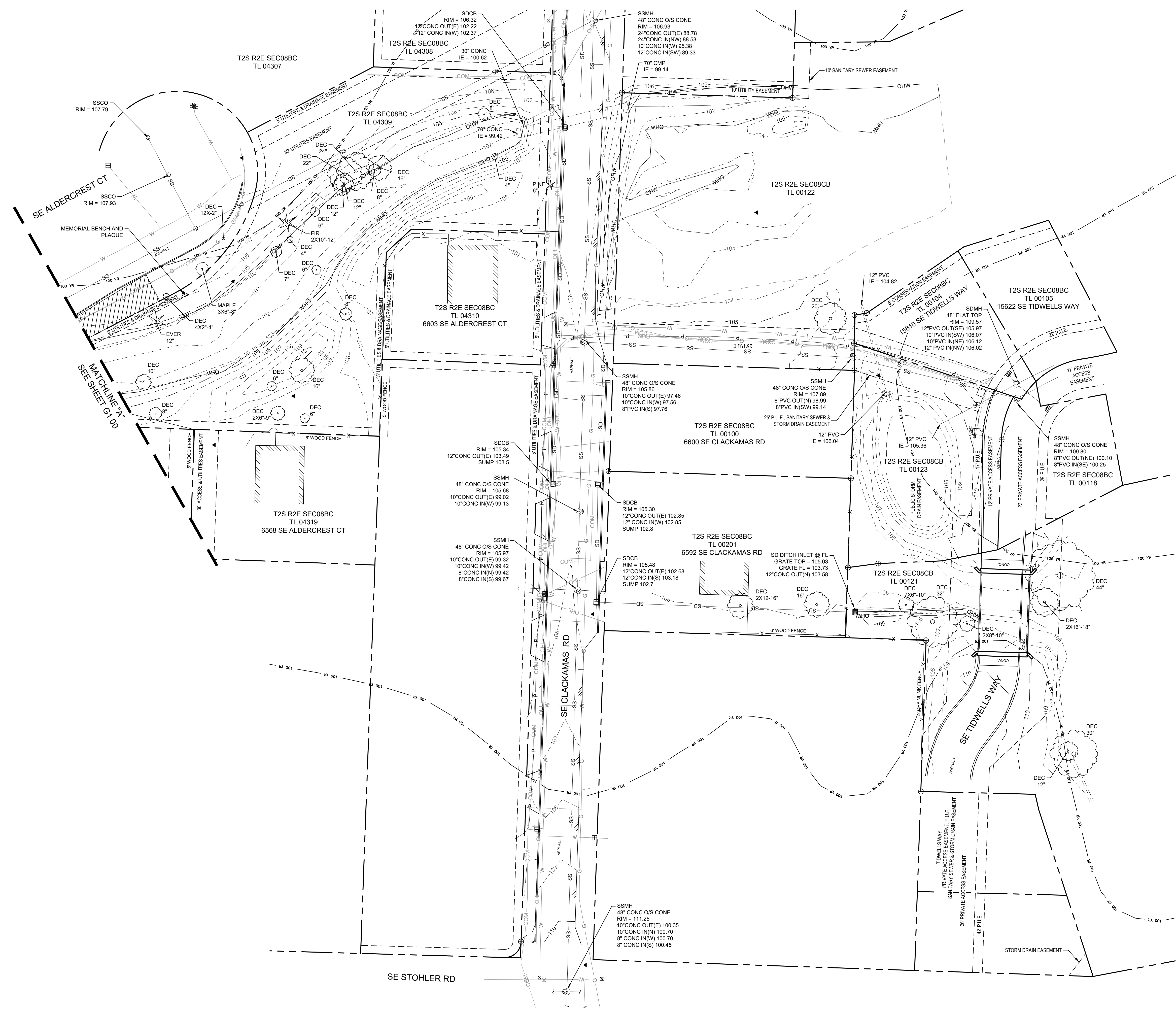
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Addendum #3



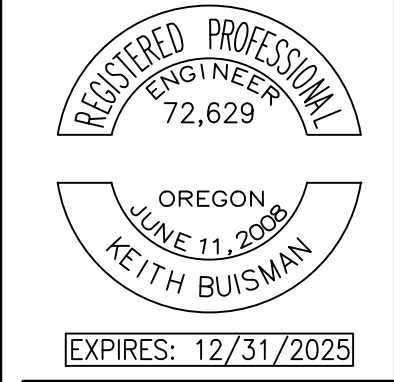


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**LEGEND**

- SURVEY CONTROL
- SANITARY MANHOLE
- STORM MANHOLE
- APPROXIMATE MANHOLE SIZE/LOCATION
- CATCH BASIN
- DITCH INLET
- WATER VALVE
- FIRE HYDRANT
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- ▨ TEMPORARY CONSTRUCTION EQUIPMENT PARKING AREA (WORKING HOURS ONLY)



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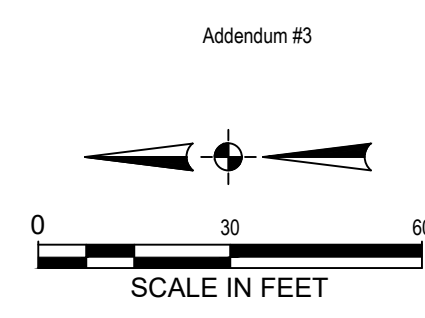
CONSULTANT

**UPPER KELLOGG STORMWATER IMPROVEMENTS**  
 PUBLIC STORMWATER IMPROVEMENTS  
 CLACKAMAS COUNTY, OREGON  
 GENERAL  
**EXISTING CONDITIONS PLAN B**

TITLE	#	DATE	DESCRIPTION

REVISIONS
NAVD 88 DATUM
CJB/MPB NMR
DRAWN BY CHECKED BY
BID SET STATUS
SEPTEMBER 30, 2024 DATE
21050 PROJECT NUMBER

**G1.10**  
 © 2024 OTAK, INC.  
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INVITATION TO BID #2024-94  
UPPER KELLOGG CAPITAL IMPROVEMENTS  
ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION  
ADDENDUM NUMBER 4  
October 25, 2024

On October 1, 2024, Clackamas County (“County”) published Invitation to Bid #2024-94 (“BID”), and issued Addendum #1 on October 7, 2024, Addendum #2 on October 15, 2024, and Addendum #3 on October 21, 2024. The County has found that it is in its interest to amend the BID through the issuance of this Addendum #4. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

**The following changes are made to the Project Plans:**

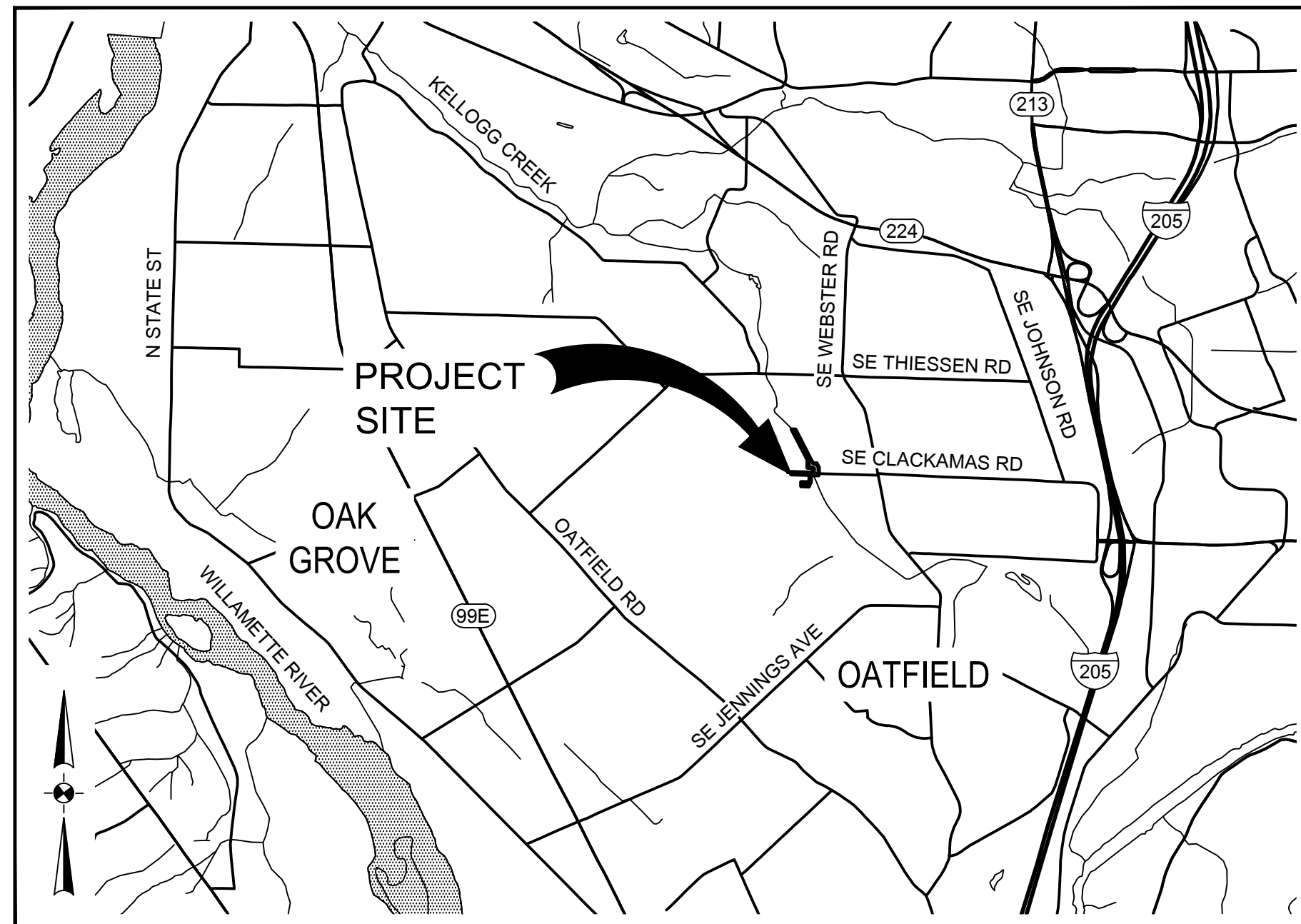
1. Plan Sheet G0.00 is replaced with revised plan sheet G0.00.
  - Sheet index on this sheet revised to include added sheet EC3.10.
2. Plan sheets G1.00 through G1.10 are replaced with revised plan sheets G1.00 through G1.10.
  - Added tree size to plans.
3. Plan sheets EC2.00 through EC2.10 are replaced with revised plan sheets EC2.00 through EC2.10.
  - Replaced shrubs, bare root with shrubs, #1 container on Emergent Wetland table.
4. Added plan sheet EC3.10
  - Added tree protection detail.
5. Plan sheet TW2.00 is replaced with revised plan sheet TW2.00.
  - Removed temporary bypass pipe crossing detail.
6. Plan sheets C1.10 through C1.40, C1.90, C2.00, C3.00 through C3.01, and C5.30 are replaced with revised plan sheets C1.10 through C1.40, C1.90, C2.00, C3.00 through C3.01, and C5.30.
  - Replaced language “STREAMBED MIX” with “STREAMBED MATERIAL” for all sheets.
  - Sheet C1.10 keynote 16 has been revised to read: “EXISTING SEWER LINE UNDER BOX CULVERT TO BE REINFORCED BY OTHERS PRIOR TO CONSTRUCTION.”
  - Sheet C1.20 keynote 11 has been revised to read: “SURVEY MONUMENT ANTICIPATED TO BE DISTURBED WITH CONSTRUCTION. MONUMENT TO BE RESET POST CONSTRUCTION IMPROVEMENTS BY OTHERS”.
  - Sheet C3.00 keynote 4 that read: “CONSTRUCT CONCRETE ENCASEMENT FOR EXISTING 8" CONCRETE SEWER LINE. APPROXIMATE LENGTH - 48 LF” has been removed.

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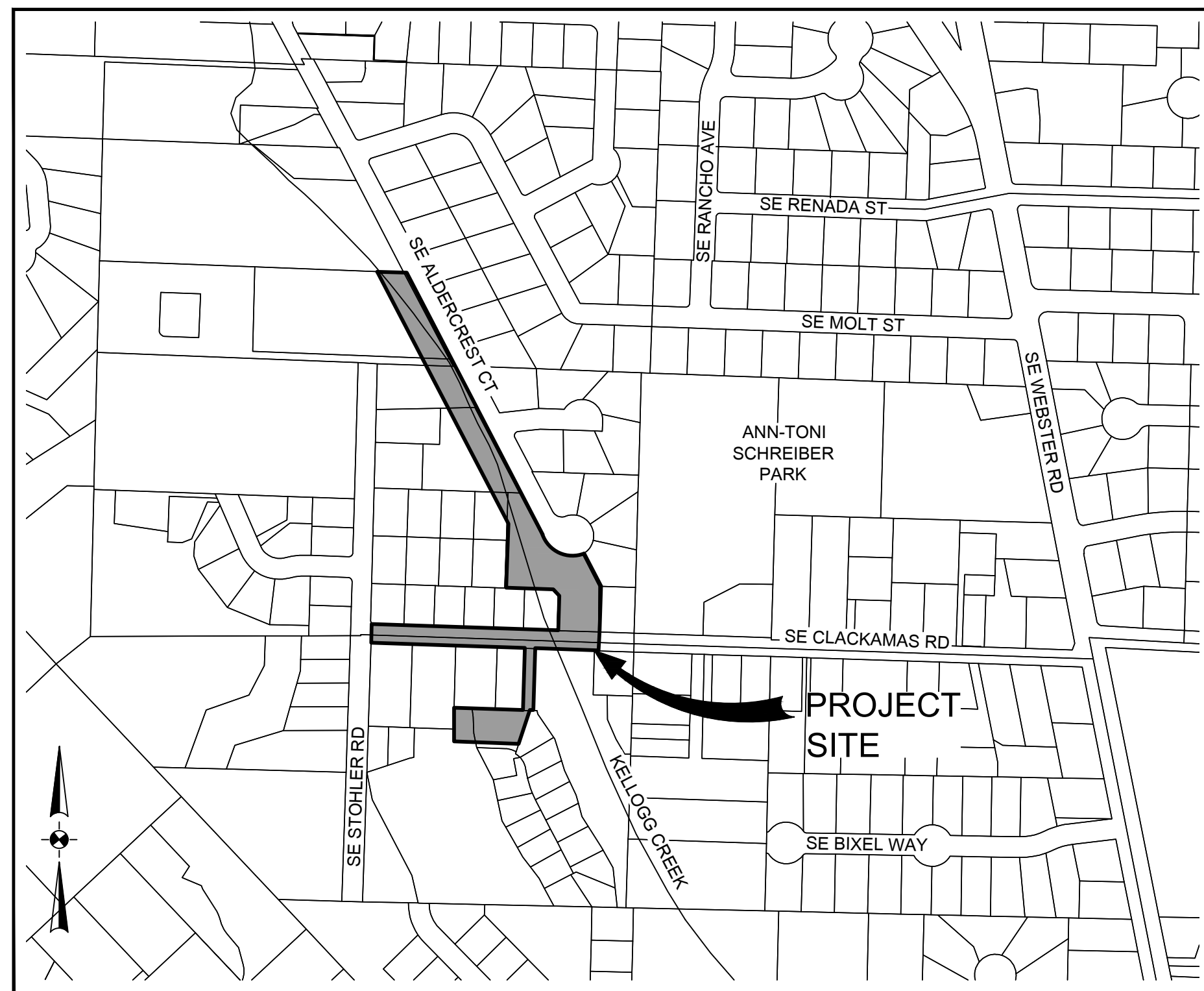
End of Addendum

# UPPER KELLOGG CAPITAL IMPROVEMENTS

## ALDERCREST CULVERT REPLACEMENT & KELLOGG CREEK RESTORATION (CIP 1079) SE CLACKAMAS ROAD DRAINAGE INFRASTRUCTURE (CIP 1091)



VICINITY MAP  
N.T.S.



PROJECT MAP  
N.T.S.

### APPLICANT

NAME: CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES (WES)  
CONTACT: LEAH JOHANSON  
ADDRESS: 150 BEAVERCREEK ROAD #430 OREGON CITY, OR 97045  
PHONE: (503) 460-0772  
EMAIL: LJOHANSON@CLACKAMAS.US

### CIVIL ENGINEER / LANDSCAPE / STORMWATER ENGINEERING/SURVEY

NAME: OTAK, INC.  
ADDRESS: 808 SW THIRD AVENUE, SUITE 800 PORTLAND, OR 97204  
PROJECT MANAGER: KEVIN TIMMINS  
CIVIL ENGINEER: KEITH BUISMAN  
PHONE: (503) 415-2354  
EMAIL: KEITH.BUISMAN@OTAK.COM  
LANDSCAPE ARCHITECT: GABRIEL KRUSE, PLA  
PHONE: (503) 415-2402  
EMAIL: GABRIEL.KRUSE@OTAK.COM  
STORMWATER ENGINEER: NICK COOK, PE  
PHONE: (503) 415-2374  
EMAIL: NICK.COOK@OTAK.COM  
SURVEYOR: MIKE SPELTS, PLS  
PHONE: (503) 415-2321  
EMAIL: MIKE.SPELTS@OTAK.COM

### ENVIRONMENTAL

NAME: CAFFERATA CONSULTING, LLC  
CONTACT: FRAN CAFFERATA  
ADDRESS: 125 S. 1ST AVE PO BOX 1123 HILLSBORO, OR 97123  
PHONE: (503) 680-7973  
EMAIL: FRAN@CAFFERATACONSULTING.COM

### GOVERNING JURISDICTION

STREETS: CLACKAMAS COUNTY  
SANITARY/STORM: WATER ENVIRONMENT SERVICES  
WATER: CLACKAMAS RIVER WATER DISTRICT  
GRADING: CLACKAMAS COUNTY  
EROSION CONTROL: WATER ENVIRONMENT SERVICES

### SITE INFORMATION

SUBJECT: CLACKAMAS ROAD RIGHT-OF-WAY T2S R2E SEC 08CB TL 122, 123 T2S R2E SEC 08BC TL 3900, 4000, 4309, 4500, 4600  
SITE AREA: 3.4 ACRES  
EXISTING CONDITIONS: EXISTING STREAM CHANNEL/ STORMWATER MANAGEMENT FACILITIES  
PROPOSED USE: STREAM/CHANNEL GRADING, STORMWATER IMPROVEMENTS, MINOR STREET RESTORATION FOR UTILITY CONSTRUCTION.

### BENCHMARK

ELEVATIONS ARE ON NAVD 88 DATUM ESTABLISHED THROUGH GPS OBSERVATIONS UTILIZING OREGON REAL-TIME GNSS NETWORK (ORGN) STATION ID P427 WITH PUBLISHED ELLIPSOID HEIGHT OF 149.584 METERS (490.76 FEET).

### FRANCHISE UTILITIES

COMCAST  
PORTLAND GENERAL ELECTRIC  
NW NATURAL  
LUMEN

### TRAFFIC CONTROL STANDARD DRAWINGS TO ACCOMPANY PLANS

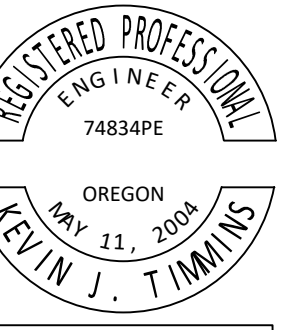
TM800 TABLES, ABRUPT EDGE AND PCMS DETAILS  
TM820 TEMPORARY BARRICADES  
TM821 TEMPORARY SIGN SUPPORTS  
TM840 CLOSURE DETAILS  
TM844 TEMPORARY PEDESTRIAN ACCESS ROUTING  
TM855 2-LANE, 2-WAY ROADWAYS

### SHEET INDEX

SHT #	SHEET TITLE
GENERAL	
G0.00	COVER SHEET
G0.10	GENERAL NOTES
G1.00	EXISTING CONDITIONS PLAN A
G1.10	EXISTING CONDITIONS PLAN B
EROSION CONTROL	
EC0.00	COVER SHEET AND GENERAL NOTES
EC1.00	STREET & UTILITY CONSTRUCTION PLAN A
EC1.10	STREET & UTILITY CONSTRUCTION PLAN B
EC2.00	FINAL STABILIZATION PLAN A
EC2.10	FINAL STABILIZATION PLAN B
EC3.00	EROSION CONTROL DETAILS
EC3.10	EROSION CONTROL DETAILS
TEMPORARY WATER MANGEMENT	
TW1.00	TEMPORARY WATER MANAGEMENT PLAN
TW1.10	TEMPORARY WATER MANAGEMENT PLAN
TW1.20	TEMPORARY WATER MANAGEMENT PLAN
TW2.00	TEMPORARY WATER MANAGEMENT DETAILS
ALDERCREST CULVERT REPLACEMENT (CIP 1079)	
C1.00	STREAM GRADING PLAN AND PROFILE
C1.10	STREAM GRADING PLAN AND PROFILE
C1.20	STREAM GRADING PLAN AND PROFILE
C1.30	STREAM GRADING PLAN AND PROFILE
C1.40	STREAM GRADING PLAN AND PROFILE
C1.50	STREAM CROSS SECTIONS
C1.60	STREAM CROSS SECTIONS
C1.70	STREAM SWALE PLAN AND PROFILE
C1.80	NW ACCESS PLAN AND PROFILE
C1.90	EXISTING CULVERT PROFILES
C2.00	STREAM TYPICAL SECTIONS
C2.10	SOIL LIFT DETAILS
C2.20	HABITAT DETAILS
C3.00	DRIVEWAY 1 AND 2 PLAN AND PROFILE (TL 4000 AND TL 4600)
C3.01	DRIVEWAY 3 PLAN AND PROFILE (TL 4500)
C3.10	DRIVEWAY DETAILS
C3.20	DRIVEWAY 1 & 2 CULVERT PLAN AND PROFILE
C3.21	CULVERT GENERAL NOTES
C3.22	CULVERT EXCAVATION
C3.23	DRIVEWAY 1 & 2 CULVERT PRCTSS
C3.24	DRIVEWAY 1 & 2 CULVERT LAYOUT PLAN
C3.25	DRIVEWAY 1 & 2 CULVERT FOUNDATION PLAN
C3.30	DRIVEWAY 3 CULVERT PLAN AND PROFILE
C3.31	DRIVEWAY 3 CULVERT PRCTSS
C3.32	DRIVEWAY 3 CULVERT LAYOUT AND FOUNDATION PLAN
SE CLACKAMAS ROAD DRAINAGE INFRASTRUCTURE (CIP 1091)	
C4.00	OVERALL PLAN
C5.00	SE CLACKAMAS RD STORM IMPROVEMENTS
C5.10	SE CLACKAMAS RD STORM IMPROVEMENTS
C5.20	TYPICAL ROADWAY SECTIONS
C5.30	CULVERT ENLARGEMENT PLAN
C6.00	STORM DETAILS
C6.10	ROADWAY DETAILS
C7.00	TIDWELLS BASIN PLAN
C7.10	TIDWELLS BASIN PROFILE AND SECTIONS
C7.11	TIDWELLS BASIN PROFILE AND SECTIONS

CALL BEFORE YOU DIG  
1-800-332-2344

ATTENTION EXCAVATORS: Oregon Law requires compliance with OAR 952-001-0010 through OAR 952-001-0090. These rules may be obtained by calling the Oregon Notification Center 503-232-1987 or at www.digsafelyoregon.com. Contractor must notify the center at least two working days before, but not more than ten days before, commencing excavation. The Contractor, in locating and protecting underground utilities, must comply with the regulations of O.R.S. 757.541 to 757.562 and 757.993.



Otak, Inc.  
808 SW Third Avenue, Ste. 800  
Portland, OR 97204  
503.287.6825  
www.otak.com

CONSULTANT

UPPER KELLOGG STORMWATER IMPROVEMENTS  
PUBLIC STORMWATER IMPROVEMENTS  
CLACKAMAS COUNTY, OREGON  
GENERAL  
COVER SHEET

TITLE	DATE	DESCRIPTION
#		

#### REVISIONS

NAVD 88 DATUM  
CJB/MMPB DRAWN BY NMR CHECKED BY  
BID SET STATUS  
OCTOBER 23, 2024 DATE  
21050 PROJECT NUMBER

GO.00

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**UPPER KELLOGG STORMWATER IMPROVEMENTS**  
PUBLIC STORMWATER IMPROVEMENTS  
CLACKAMAS COUNTY, OREGON  
GENERAL  
**EXISTING CONDITIONS PLAN A**

TITLE	#	DATE	DESCRIPTION

REVISIONS

NAVD 88	
DATUM	
CJB/MMP	NMR
DRAWN BY	CHECKED BY

BID SET  
STATUS

OCTOBER 23, 2024  
DATE

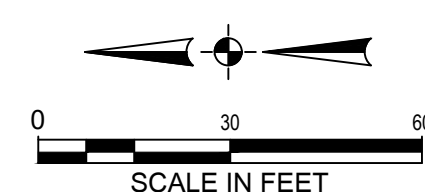
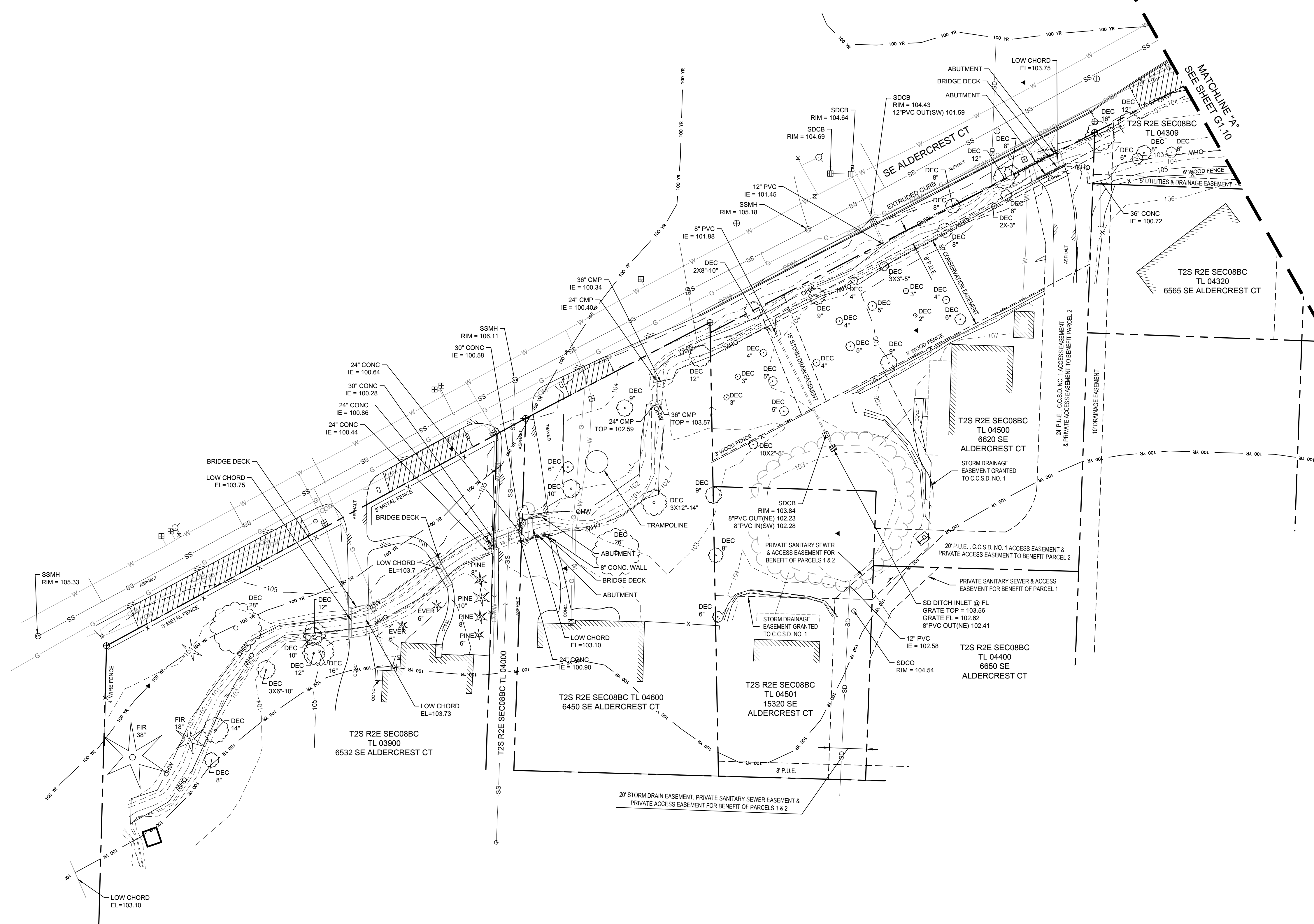
21050  
PROJECT NUMBER

**G1.00**

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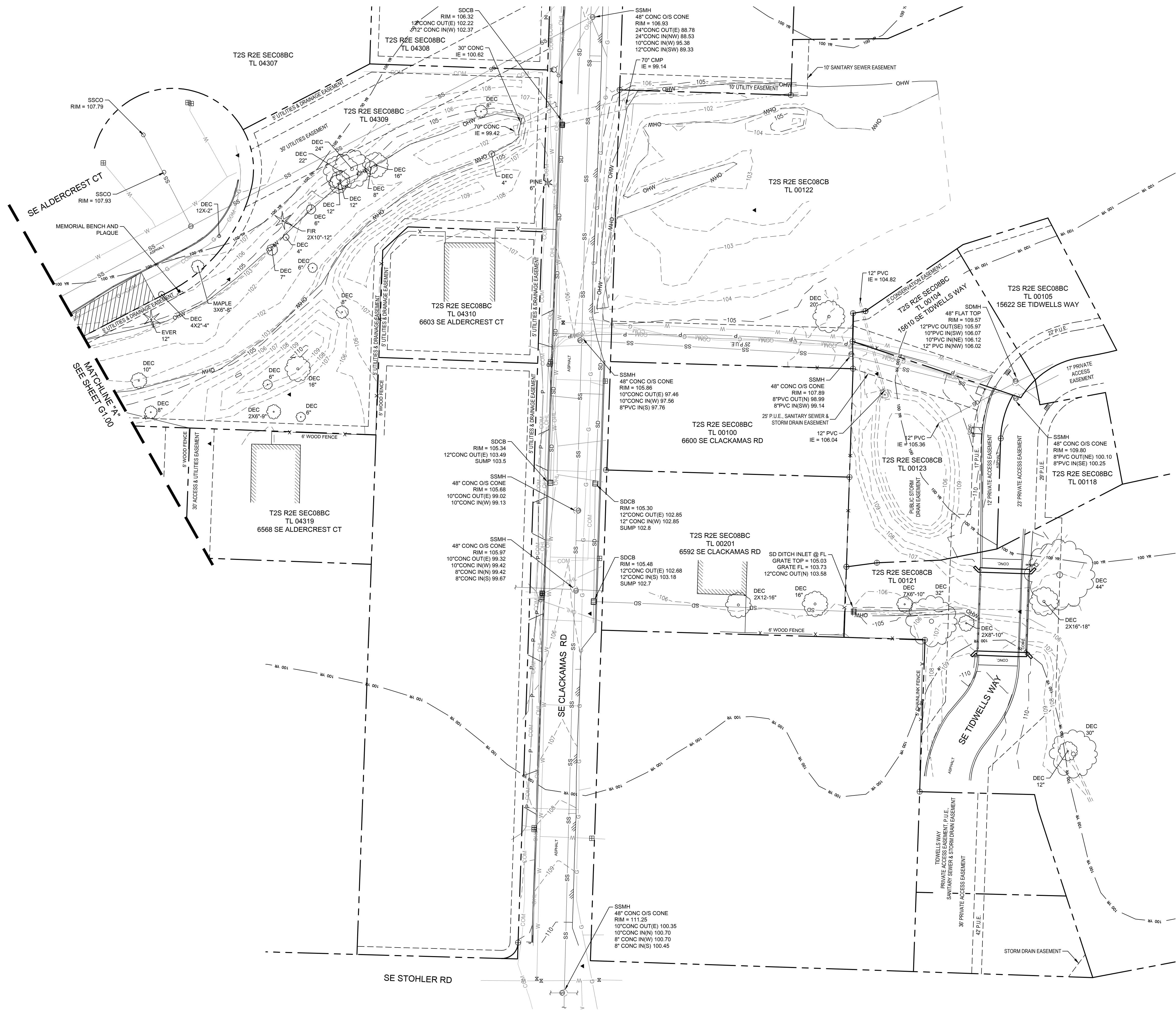
**LEGEND**

- SURVEY CONTROL
- SANITARY MANHOLE
- STORM MANHOLE
- APPROXIMATE MANHOLE SIZE/LOCATION
- CATCH BASIN
- DITCH INLET
- WATER VALVE
- FIRE HYDRANT
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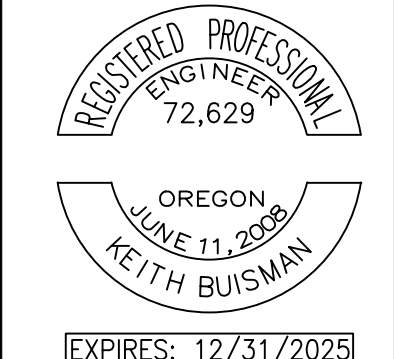
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Plotted: Oct 23, 2024 - 11:28am Jess.Bornshaur - C:\PROJ\CT2\0002\050104\_CAD\CAD\DWG\CT2\050104.dwg - Layout Name: G1.10



**LEGEND**

- SURVEY CONTROL
- SANITARY MANHOLE
- STORM MANHOLE
- APPROXIMATE MANHOLE SIZE/LOCATION
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- F — FENCE (AS NOTED)
- C — CULVERT PIPE
- H — HEDGE/VEGETATION EDGE
- OHW — CENTER OF CREEK
- OHW — ORDINARY HIGH WATER
- OHW — WETLANDS BOUNDARY
- 100 YR — 100-YR FLOOD PLAIN
- TEMPORARY CONSTRUCTION EQUIPMENT PARKING AREA (WORKING HOURS ONLY)



**Otak, Inc.**  
808 SW Third Avenue, Ste. 800  
Portland, OR 97204  
503.287.6825  
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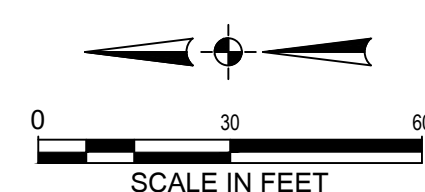
CONSULTANT

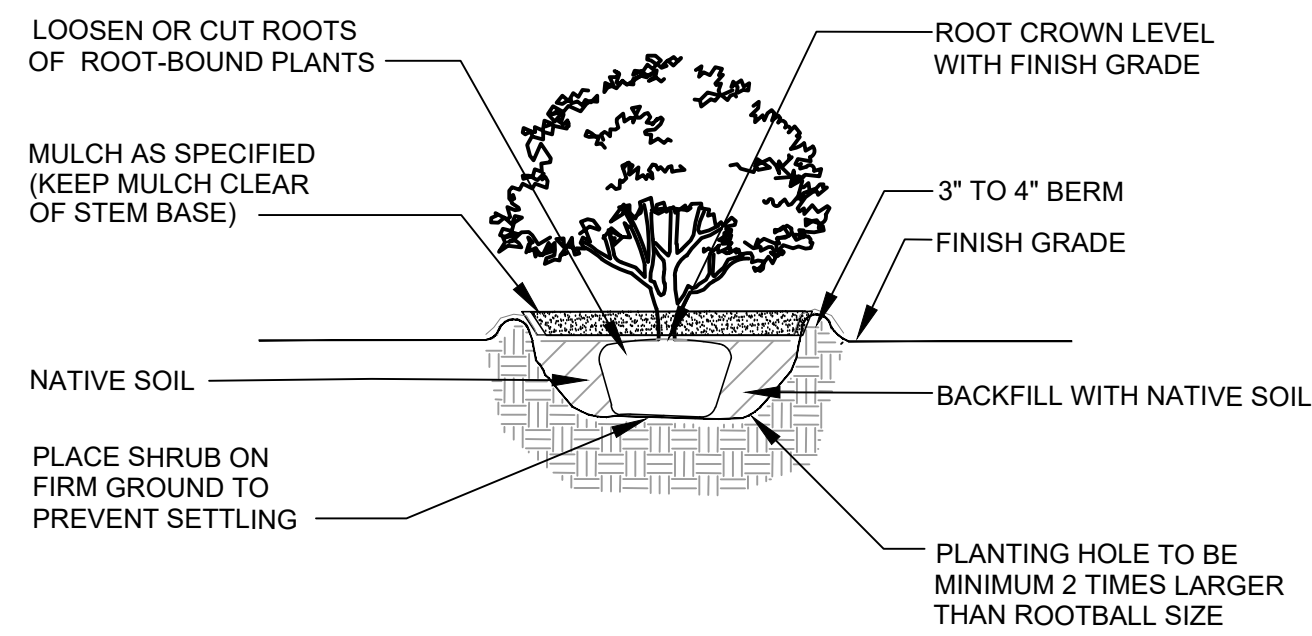
**UPPER KELLOGG STORMWATER IMPROVEMENTS**  
PUBLIC STORMWATER IMPROVEMENTS  
CLACKAMAS COUNTY, OREGON  
GENERAL  
**EXISTING CONDITIONS PLAN B**

TITLE	#	DATE	DESCRIPTION

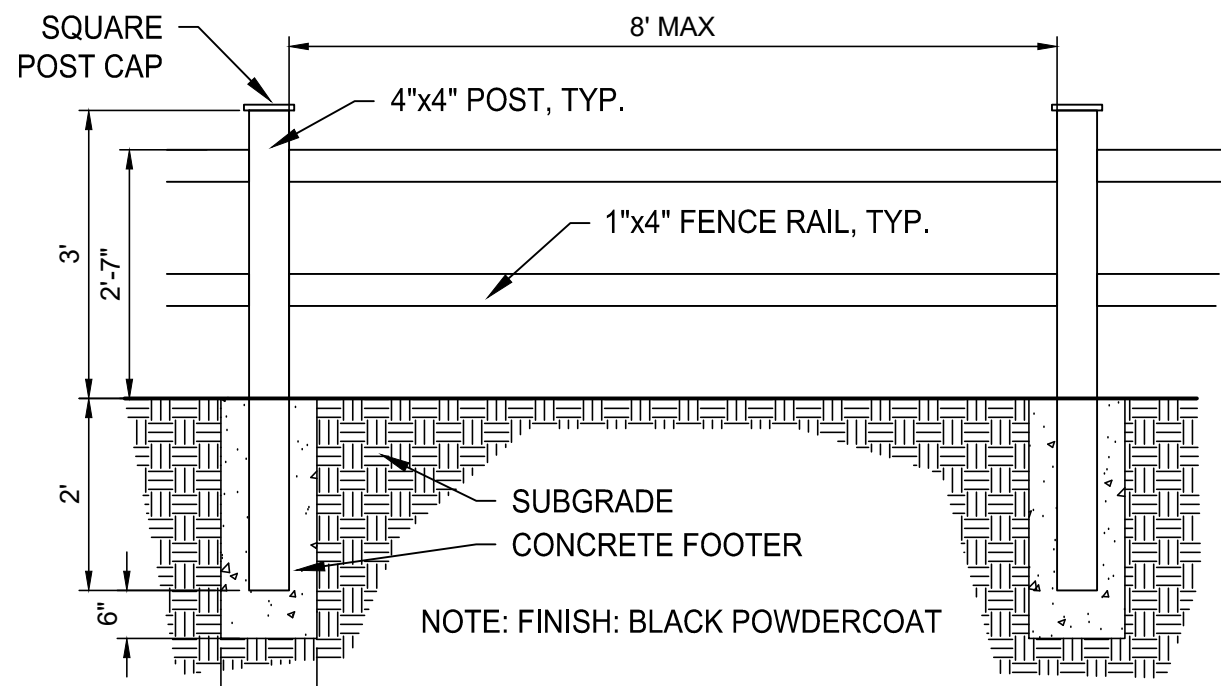
REVISIONS
NAVD 88 DATUM
CJB/MPB NMR
DRAWN BY CHECKED BY
BID SET STATUS
OCTOBER 23, 2024 DATE
21050 PROJECT NUMBER

**G1.10**  
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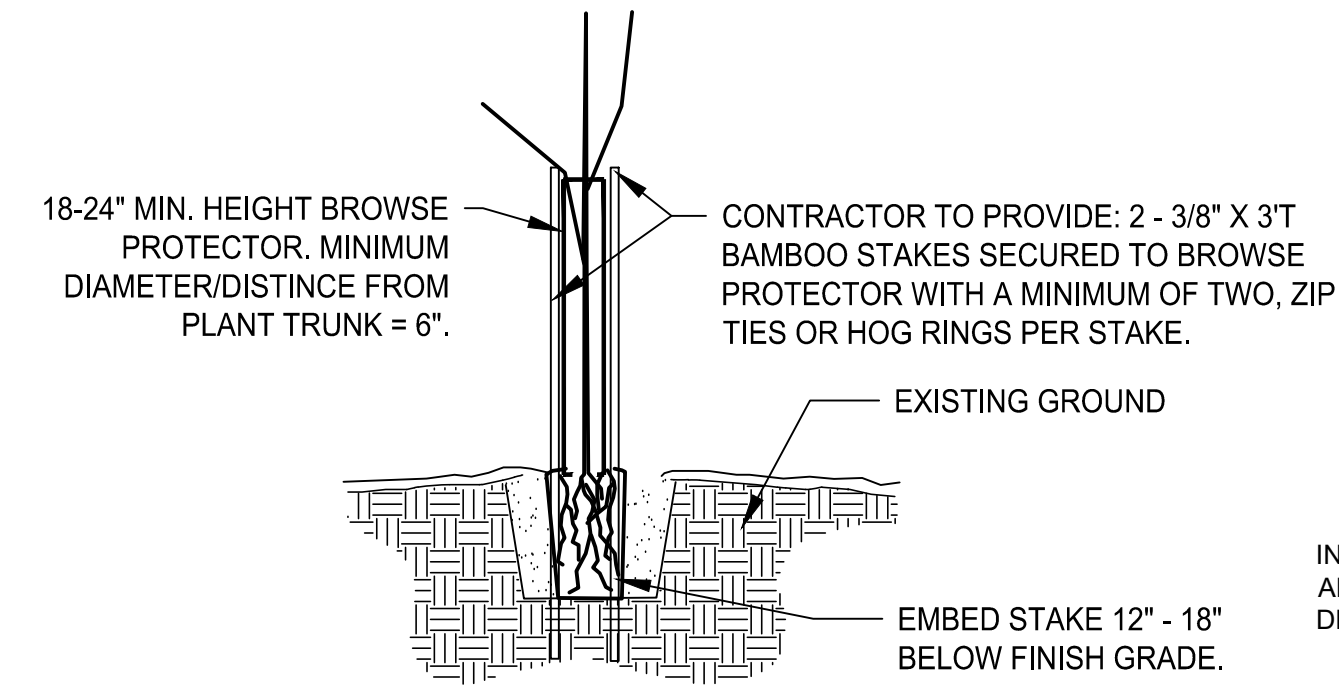




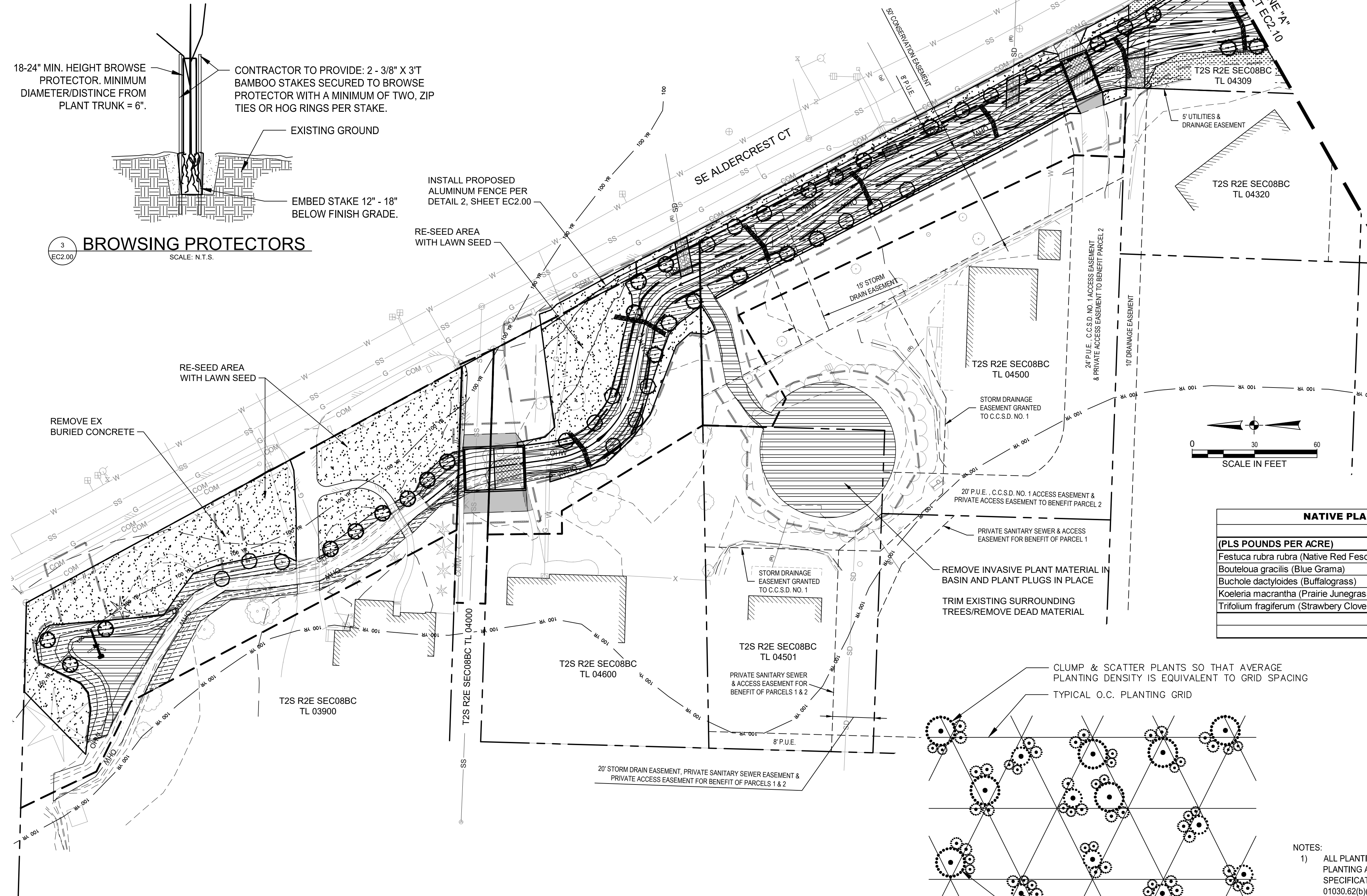
1 RESTORATION SHRUB/TREE PLANTING  
SCALE: N.T.S.



2 ALUMINUM FENCE, 3 FOOT  
SCALE: N.T.S.



3 BROWSING PROTECTORS  
SCALE: N.T.S.



NATIVE PLANT SEEDING	
	Acres
<b>(PLS POUNDS PER ACRE)</b>	
Festuca rubra rubra (Native Red Fescue)	43.67
Bouteloua gracilis (Blue Grama)	0.59
Buchole dactyloides (Buffalograss)	0.33
Koeleria macrantha (Prairie Junegrass)	0.26
Trifolium fragiferum (Strawberry Clover)	0.09
<b>Total Required</b>	<b>1.31</b>
<b>Total Provided</b>	<b>1.31</b>

**FINAL STABILIZATION PHASE INFORMATION**

- PHASE SCHEDULE:  
START: DECEMBER 2026  
FINISH: DECEMBER 2026
- ALL PERIMETER SEDIMENT FENCING AND CATCH BASIN FILTER INSERTS TO BE REMOVED UPON COMPLETION OF THIS PHASE.

**LEGEND**

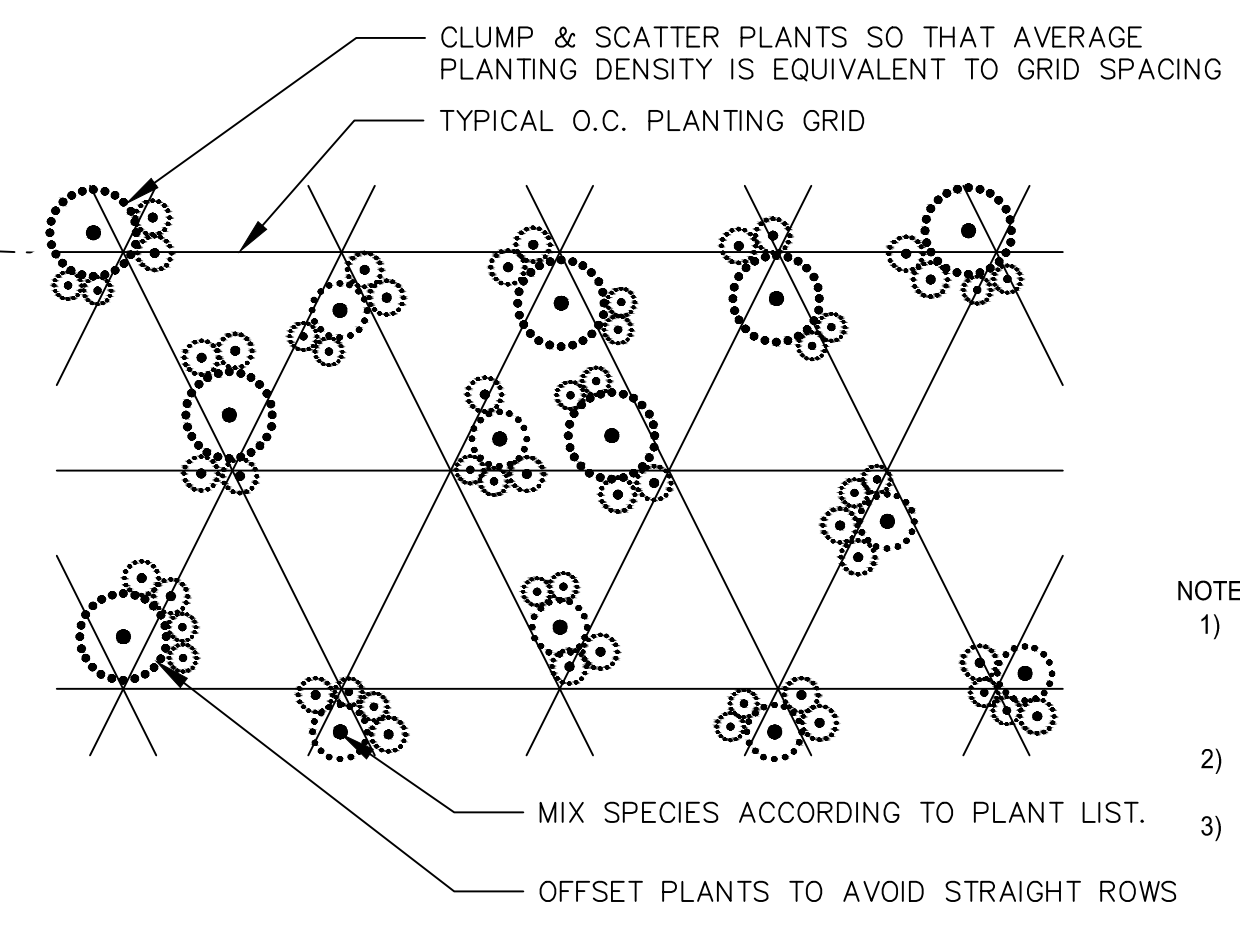
- LIMITS OF DISTURBANCE
- CONTOUR (1')
- CONTOUR (5')
- ALUMINUM FENCE
- EMERGENT WETLAND AREA (0.22 ac)
- TRANSITION ZONE AREA (0.14 ac)
- LAWN SEEDING AREA (0.29 ac)
- NATIVE PLANT SEEDING AREA (0 ac)
- Malus fusca (Pacific Crabapple)
- Alnus rubra (Red Alder)
- Pseudotsuga menziesii (Douglas Fir)

EMERGENT WETLAND	
	Acres
<b>WETLAND PLANTS PLUGS</b>	1
Carex obnupta (slough sedge)	3162
Juncus patens (spreading rush)	3162
Scirpus microcarpus (small-fruit bulrush)	3162
<b>Total Provided</b>	<b>9583</b>
<b>SHRUBS, #1 CONTAINER</b>	
Density (# per acre)	1500
Minimum target density /acre (after 5-year establishment)	900
Cluster spacing cluster of 3 (ft. on center, approximate)	10
Cornus sericea (Red-osier Dogwood)	166
Spiraea douglasii (Hardhack)	166
<b>Total Required</b>	<b>330</b>
<b>Total Provided</b>	<b>332</b>

TRANSITION ZONE	
	Acres
<b>TREES</b>	
Density (# per acre) after initial planting	165
Minimum target density /acre (after 5-year establishment)	99
Spacing (ft. on center, approximate)	16
<b>DECIDUOUS TREES, #1 CONTAINER</b>	
Malus fusca (Pacific Crabapple)	9
Alnus rubra (Red Alder)	9
<b>CONIFER TREES, 2FT HEIGHT</b>	
Pseudotsuga menziesii (Douglas Fir)	9
<b>Total Required</b>	<b>23</b>
<b>Total Provided</b>	<b>27</b>
Minimum number of trees after 5-year establishment period	14
<b>SHRUBS, #1 CONTAINER</b>	
Density (# per acre)	2200
Minimum target density /acre (after 5-year establishment)	1320
Cluster spacing cluster of 5 (ft. on center, approximate)	10
Cornus sericea (Red-osier Dogwood)	31
Polystichum munitum (Western Swordfern)	31
Physocarpus capitatus 'Tilden Park' (Tilden Park Ninebark)	46
Mahonia repens (Cascade Oregon Grape)	31
Salix lasianдра (Pacific Willow)	31
Arctostaphylos uva-ursi (Kinnickinnick)	12
Oxalis oregana (Wood Sorrel)	23
Fragaria chiloensis (Dunes Strawberry)	23
Spiraea douglasii (Hardhack)	37
Rosa pisocarpa (Swamp Rose)	46
<b>Total Required</b>	<b>308</b>
<b>Total Provided</b>	<b>311</b>

PERMANENT SEEDING (PLS POUNDS PER ACRE)	
	Acres
Agrostis exarata (Spike Bentgrass)	0.88
Bromus carinatus (California brome)	0.88
Deschampsia cespitosa (Tufted Hairgrass)	0.88
Elymus glaucus (Blue Wild-rye)	0.88
<b>Total Required</b>	<b>3.50</b>
<b>Total Provided</b>	<b>3.50</b>

PLS POUNDS PER ACRE	
	Acres
Loium perenne (Perennial Ryegrass)	10.44
Festuca trachyphylla (Hard Fescue)	10.44
Festuca ovina (Sheep Fescue)	6.96
Achillea millefolium (White Yarrow)	1.74
Trifolium repens (Dutch White Clover)	1.74
Trifolium fragiferum (Strawberry Clover)	1.74
Lobularia maritima (Sweet Alyssum)	1.74
<b>Total Required</b>	<b>34.80</b>
<b>Total Provided</b>	<b>34.80</b>



1 TRANSITION ZONE SHRUB SPACING  
SCALE: N.T.S.

- NOTES:
- ALL PLANTING AREAS TO RECEIVE "METHOD B" PLANTING AREA PREPARATION PER STANDARD SPECIFICATION SECTION 01040.48(a OR b) AND 01030.62(b)(C).
  - ALL TREES AND SHRUBS TO HAVE 3 FT. DIA. x 3" DEPTH MULCH RING OF WOOD CHIP MULCH. ALL SEEDING AREAS TO RECEIVE "METHOD D" PLANTING AREA PREPARATION PER STANDARD SPECIFICATION SECTION 01040.48(d) AND 01030.62(b)(C).
  - ALL SEED TO BE APPLIED PER STANDARD SPECIFICATION SECTION 1030.48. NOTE THAT SEED AND FERTILIZER AND TRACER TO BE INSTALLED BEFORE INSTALLING MATTING.

**UPPER KELLOGG STORMWATER IMPROVEMENTS**  
PUBLIC STORMWATER IMPROVEMENTS  
CLACKAMAS COUNTY, OREGON  
EROSION CONTROL  
**FINAL STABILIZATION PLAN B**

TITLE

#	DATE	DESCRIPTION

REVISIONS

NO.	DATE	DESCRIPTION

NAVD 88 DATUM  
C:\BMPR NMR  
DRAWN BY CHECKED BY  
BID SET STATUS  
OCTOBER 23, 2024 DATE

21050 PROJECT NUMBER  
**EC2.10**  
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**LEGEND**

- LIMITS OF DISTURBANCE
- TOE OF SLOPE
- CONTOUR (1') 49
- CONTOUR (5') 50
- EMERGENT WETLAND AREA (0.30 ac)
- TRANSITION ZONE AREA (0.16 ac)
- LAWN SEEDING AREA (0.02 ac)
- NATIVE PLANT SEEDING AREA (0.30 ac)
- Malus fusca* (Pacific Crabapple)
- Alnus rubra* (Red Alder)
- Pseudotsuga menziesii* (Douglas Fir)

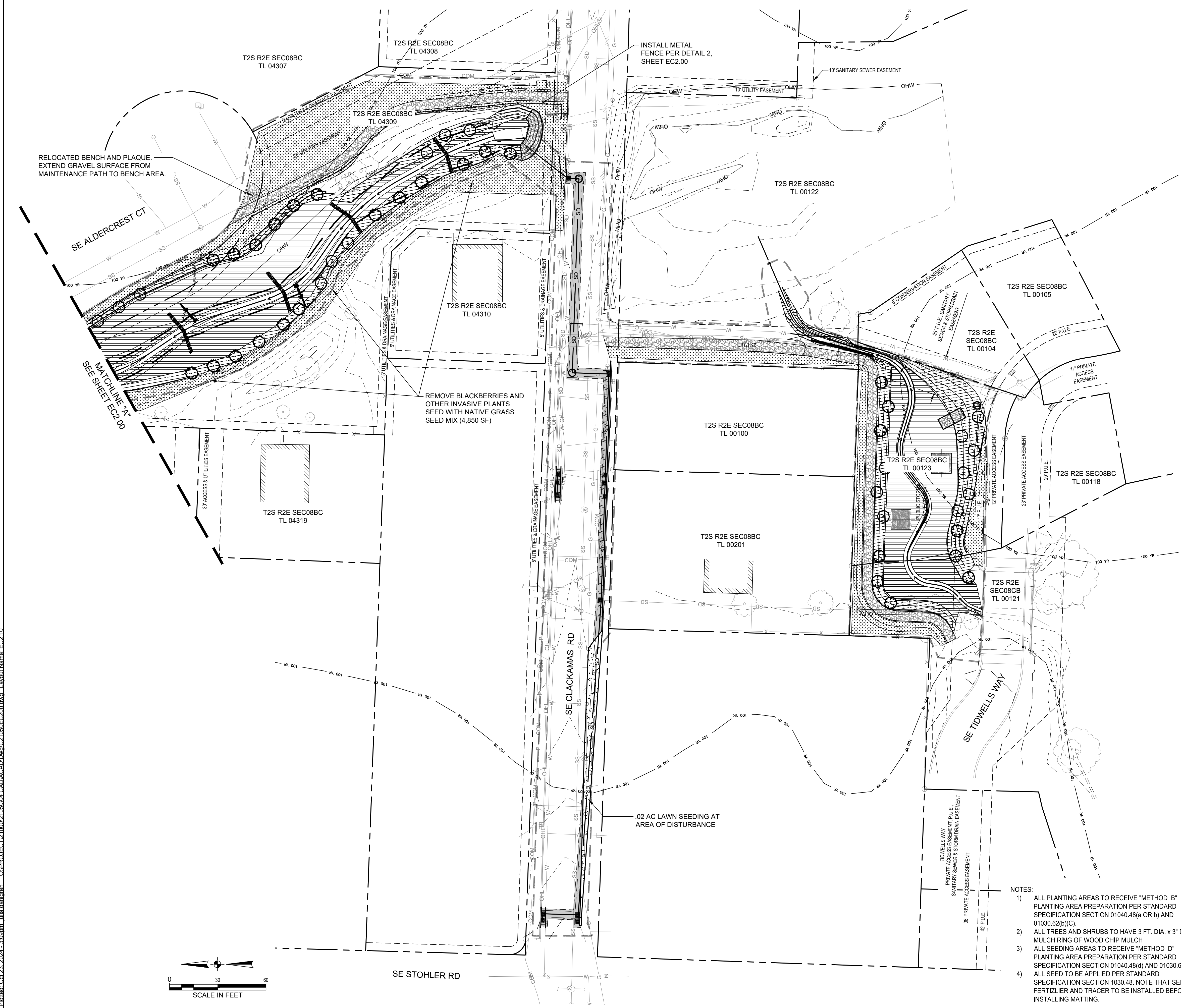
EMERGENT WETLAND		Acres	0.30
<b>WETLAND PLANTS PLUGS</b>			
Spacing (1 ft. on center, approximate)	1		
<i>Carex obnupta</i> (slough sedge)	4312		
<i>Juncus patens</i> (spreading rush)	4312		
<i>Scirpus microcarpus</i> (small-fruit bulrush)	4312		
<b>Total Provided</b>	<b>13088</b>		
<b>SHRUBS, #1 CONTAINER</b>			
Density (# per acre)	1500		
Minimum target density /acre (after 5-year establishment)	900		
Cluster spacing cluster of 3 ft. on center, approximate	10		
<i>Cornus sericea</i> (Red-osier Dogwood)	230		
<i>Spiraea douglasii</i> (Hardhack)	230		
<b>Total Required</b>	<b>450</b>		
<b>Total Provided</b>	<b>460</b>		

TRANSITION ZONE		Acres	0.16
<b>TREES</b>			
Density (# per acre) after initial planting	165		
Minimum target density /acre (after 5-year establishment)	99		
Spacing (ft. on center, approximate)	16		
<b>DECIDUOUS TREES, #1 CONTAINER</b>			
<i>Malus fusca</i> (Pacific Crabapple)	9		
<i>Alnus rubra</i> (Red Alder)	9		
<b>CONIFER TREES, 2FT HEIGHT</b>			
<i>Pseudotsuga menziesii</i> (Douglas Fir)	9		
<b>Total Required</b>	<b>26</b>		
<b>Total Provided</b>	<b>27</b>		
Minimum number of trees after 5-year establishment period	16		
<b>SHRUBS, #1 CONTAINER</b>			
Density (# per acre)	2200		
Minimum target density /acre (after 5-year establishment)	1320		
Cluster spacing cluster of 5 ft. on center, approximate	10		
<i>Cornus sericea</i> (Red-osier Dogwood)	35		
<i>Polystichum munitum</i> (Western Swordfern)	35		
<i>Physocarpus capitatus</i> "Tilden Park" (Tilden Park Ninebark)	53		
<i>Mahonia repens</i> (Cascade Oregon Grape)	35		
<i>Salix lasiandra</i> (Pacific Willow)	35		
<i>Arctostaphylos uva-ursi</i> (Kinnikinnick)	14		
<i>Oxalis oregana</i> (Wood Sorrel)	26		
<i>Fragaria chiloensis</i> (Dunes Strawberry)	26		
<i>Spiraea douglasii</i> (Hardhack)	42		
<i>Rosa pisocarpa</i> (Swamp Rose)	53		
<b>Total Required</b>	<b>352</b>		
<b>Total Provided</b>	<b>356</b>		

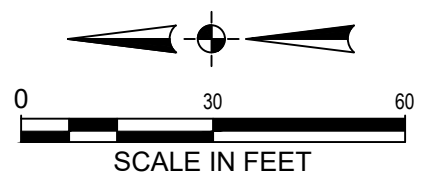
PERMANENT SEEDING (PLS POUNDS PER ACRE)		Acres	0.02
<i>Agrostis exarata</i> (Spike Bentgrass)	1.00		
<i>Bromus carinatus</i> (California brome)	1.00		
<i>Deschampsia cespitosa</i> (Tufted Hairgrass)	1.00		
<i>Elymus glaucus</i> (Blue Wild-rye)	1.00		
<b>Total Required</b>	<b>4.00</b>		
<b>Total Provided</b>	<b>4.00</b>		

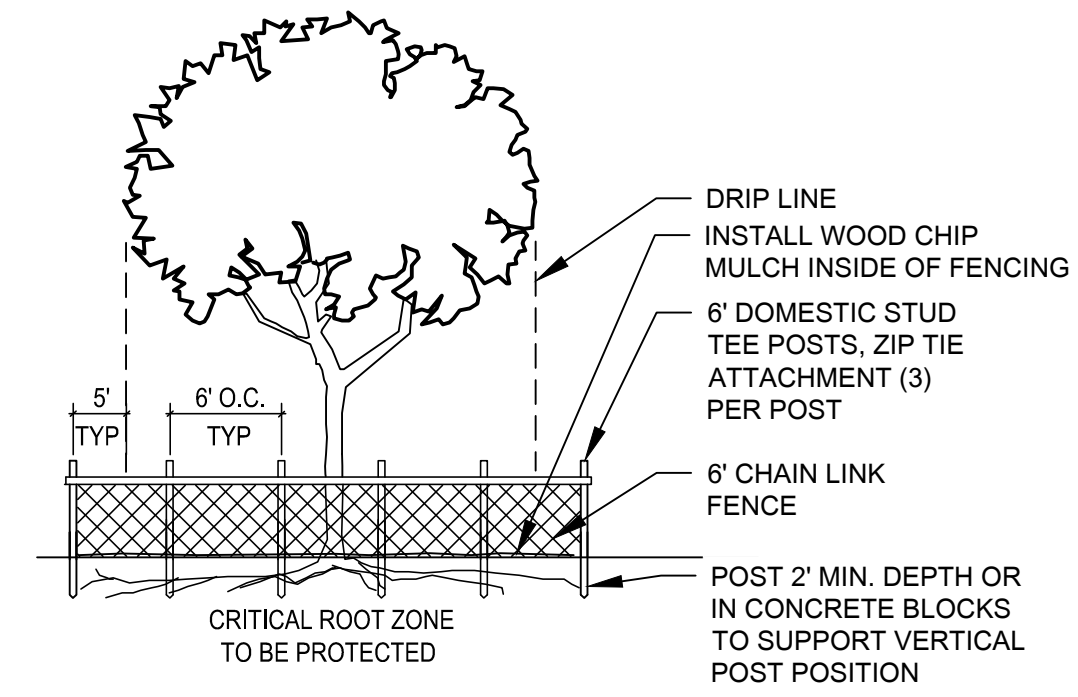
(PLS POUNDS PER ACRE)		Acres	0.30
<i>Lolium perenne</i> (Perennial Ryegrass)	0.72		
<i>Festuca trachyphylla</i> (Hard Fescue)	0.72		
<i>Festuca ovina</i> (Sheep Fescue)	0.48		
<i>Achillea millefolium</i> (White Yarrow)	0.12		
<i>Trifolium repens</i> (Dutch White Clover)	0.12		
<i>Trifolium fragiferum</i> (Strawberry Clover)	0.12		
<i>Lobularia maritima</i> (Sweet Alyssum)	0.12		
<b>Total Required</b>	<b>2.40</b>		
<b>Total Provided</b>	<b>2.40</b>		

NATIVE PLANT SEEDING		Acres	0.30
<b>(PLS POUNDS PER ACRE)</b>			
<i>Festuca rubra rubra</i> (Native Red Fescue)	43.67		
<i>Bouteloua gracilis</i> (Blue Grama)	5.90		
<i>Buchloe dactyloides</i> (Buffalograss)	3.28		
<i>Koeleria macrantha</i> (Prairie Junegrass)	2.62		
<i>Koeleria macrantha</i> (Prairie Junegrass)	0.92		
<i>Trifolium fragiferum</i> (Strawberry Clover)	0.39		
<b>Total Required</b>	<b>13.10</b>		
<b>Total Provided</b>	<b>13.10</b>		



- NOTES:
- 1) ALL PLANTING AREAS TO RECEIVE "METHOD B" PLANTING AREA PREPARATION PER STANDARD SPECIFICATION SECTION 01040.48(a OR b) AND 01030.62(b)(C).
  - 2) ALL TREES AND SHRUBS TO HAVE 3 FT. DIA. x 3" DEPTH MULCH RING OF WOOD CHIP MULCH
  - 3) ALL SEEDING AREAS TO RECEIVE "METHOD D" PLANTING AREA PREPARATION PER STANDARD SPECIFICATION SECTION 01040.48(d) AND 01030.62(b)(C).
  - 4) ALL SEED TO BE APPLIED PER STANDARD SPECIFICATION SECTION 1030.48. NOTE THAT SEED AND FERTILIZER AND TRACER TO BE INSTALLED BEFORE INSTALLING MATTING.





**NOTE:** EXISTING TREES TO REMAIN (PER PLAN) - PROTECT DURING CONSTRUCTION WITH CHAIN LINK FENCING INSTALLED OUTSIDE OF TREE CANOPY DRIP LINE. NO MATERIAL STORAGE OR DUMPING OF ANY KIND SHALL OCCUR WITHIN THE DRIP LINE OF TREE. FENCES SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION.

**1** TREE PROTECTION DETAIL  
EC3.10 N.T.S.

#	DATE	DESCRIPTION

REVISIONS

NAVD 88  
DATUM

CJB/MPB NMR  
DRAWN BY CHECKED BY

BID SET  
STATUS

OCTOBER 23, 2024  
DATE

21050  
PROJECT NUMBER

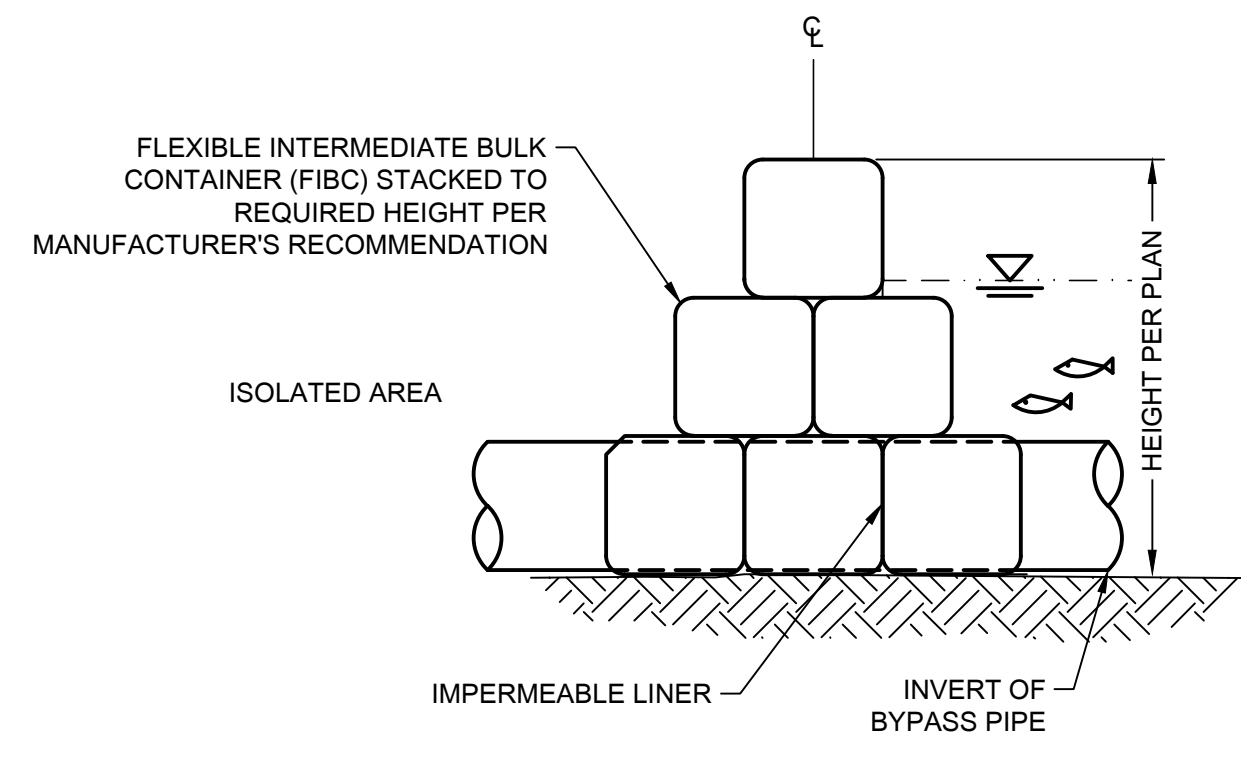
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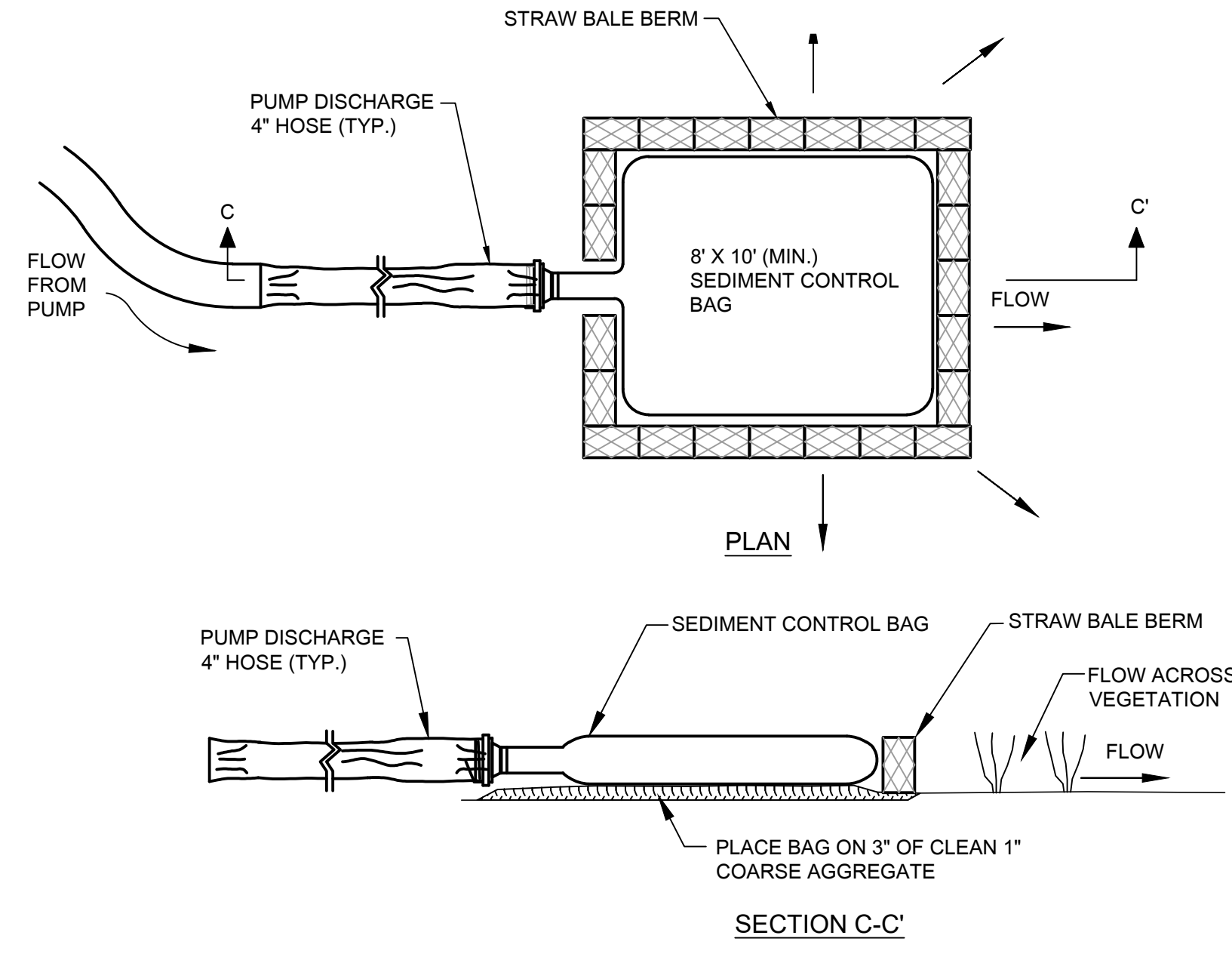


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NOTE: THIS BARRIER WILL NOT PREVENT SUBSURFACE FLOW FROM ENTERING WORK ZONE. CONTINUED PUMPING MAY BE REQUIRED IN ISOLATED WORK AREAS THAT NEED TO BE DEWATERED.

**1 WORK ISOLATION BARRIER DETAIL**  
TW2.00 N.T.S.



- NOTES:**
1. AVOID PLACEMENT OF THE SEDIMENT CONTROL BAG ABOVE STEEP SLOPES OR WHERE SATURATED SOIL CONDITIONS MAY CAUSE SOIL INSTABILITY.
  2. INSTALL THE SEDIMENT CONTROL BAG ON A MILD SLOPE SO INCOMING WATER FLOWS DOWNHILL THROUGH THE BAG.
  3. THE SEDIMENT CONTROL BAG MUST BE MONITORED DURING USE. THE SEDIMENT CONTROL BAG IS FULL WHEN IT NO LONGER CAN EFFICIENTLY FILTER SEDIMENT OR PASS WATER AT A REASONABLE RATE.
  4. DISPOSE OF THE SEDIMENT CONTROL BAG WHEN FULL AND REPLACE WITH NEW BAG.
  5. FOR DISPOSAL, THE SEDIMENT CONTROL BAG MAY BE CUT OPEN AND THE CONTENTS SEEDED AFTER REMOVING VISIBLE FABRIC.
  6. SIZING AND MAINTENANCE OF THE SEDIMENT CONTROL BAG IS DEPENDENT ON THE PUMPED FLOW RATE AND AMOUNT OF SEDIMENT. CONTRACTOR SHALL VERIFY THAT SEDIMENT CONTROL BAG IS SUFFICIENT TO TREAT PUMPED DEWATERING WATER TO MEET ALL APPLICABLE STANDARDS AND PERMIT CONDITIONS.

**2 SEDIMENT CONTROL BAG**  
TW2.00 N.T.S.

TITLE	
#	DESCRIPTION

REVISIONS

NAVD 88 DATUM

CJB/MPB NMR  
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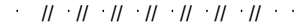


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DATE

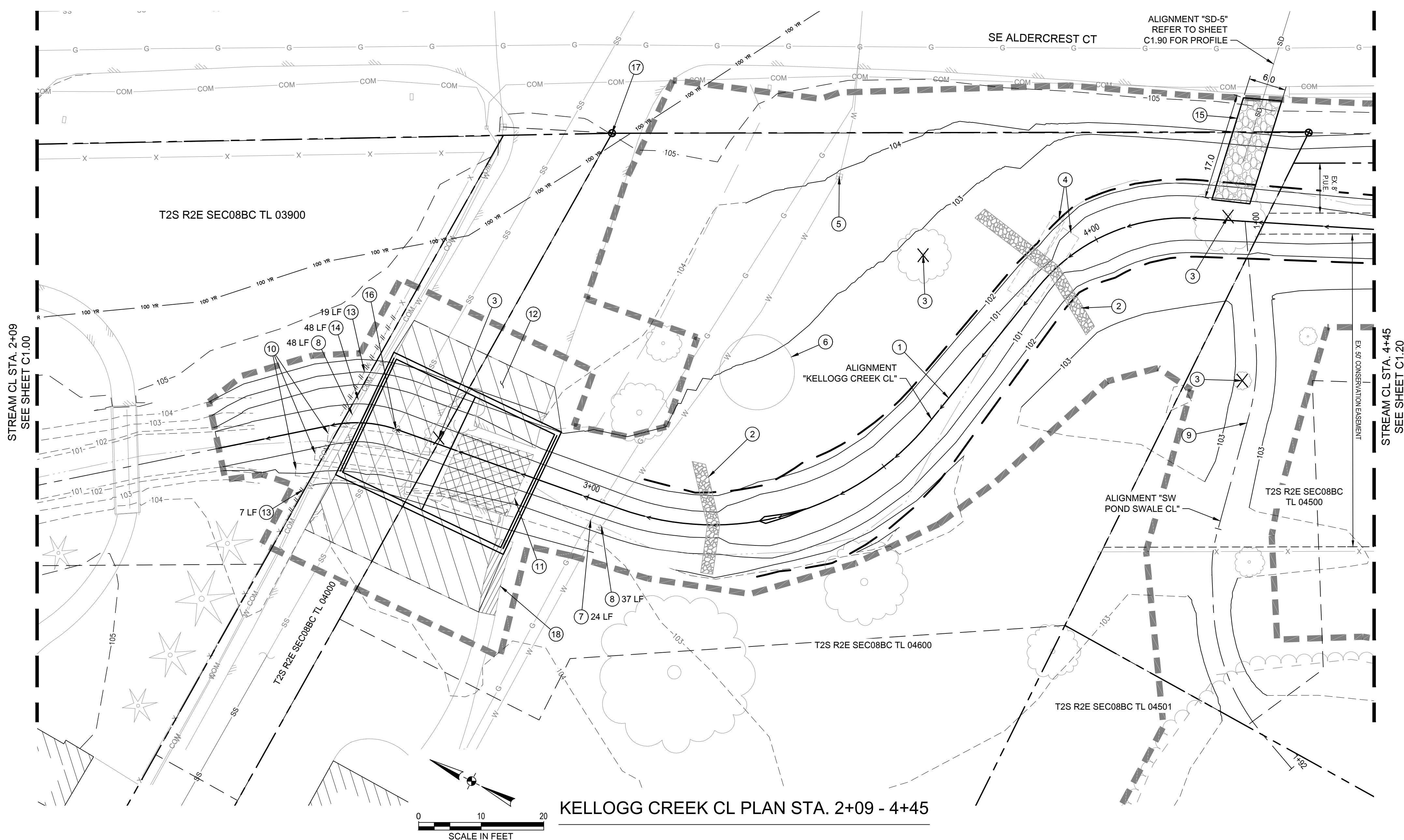
21050  
PROJECT NUMBER

**CONSTRUCTION KEY NOTES**

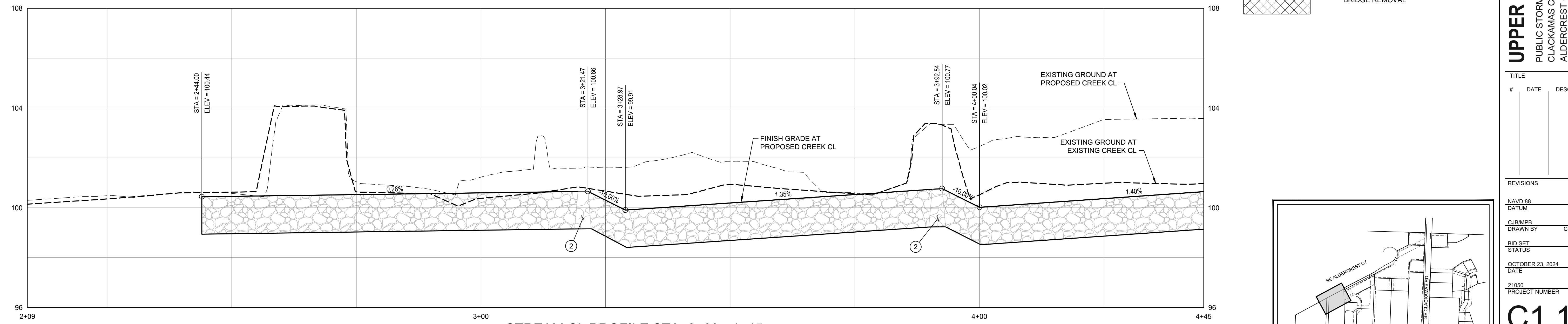
- ① "KELLOGG CREEK CL" STA 2+09 TO 4+45  
 CONSTRUCT STREAMBED AND FLOODPLAIN  
 (SEE DETAIL 1, SHEET C2.00)
- ② CONSTRUCT RIFFLE CREST USING ONLY GRADATION  
 SIZES D<sub>90</sub> TO D<sub>100</sub>. FILL VOIDS WITH SMALLER FRACTION  
 OF STREAMBED MATERIALS GRADATION.  
 (SEE DETAIL 5, SHEET C2.20)
- ③ TREE TO BE REMOVED.
- ④ REMOVE EXISTING CMP CULVERTS.
- ⑤ MINOR ADJUSTMENT TO WATER METER BOX.
- ⑥ RELOCATE EXISTING TRAMPOLINE. COORDINATE WITH  
 PROPERTY OWNER ON RELOCATION OF TRAMPOLINE.
- ⑦ POT HOLE EXISTING GAS LINE. AT LEAST 60 DAYS PRIOR  
 TO CONSTRUCTION, THIS PROJECT ASSUMES THE  
 GASLINE WILL NEED TO BE RECONSTRUCTED.  
 COORDINATE WITH NW NATURAL FOR  
 RECONSTRUCTION WITHIN THE LIMITS OF GRADING.  
 RECONSTRUCT PER LENGTH NOTED ON PLANS.
- ⑧ POT HOLE EXISTING WATER LINE. AT LEAST 60 DAYS  
 PRIOR TO CONSTRUCTION, THIS PROJECT ASSUMES  
 THE WATERLINE WILL NEED TO BE RECONSTRUCTED  
 WITHIN THE LIMITS OF GRADING. RECONSTRUCT PER  
 LENGTH NOTED ON PLANS.
- ⑨ CONSTRUCT SW POND SWALE  
 (SEE DETAILS, SHEET C1.70)
- ⑩ REMOVE EXISTING CONCRETE CULVERTS.
- ⑪ REMOVE EXISTING BRIDGE. SEE SHEET C3.00 FOR  
 DRIVEWAY AND BRIDGE RECONSTRUCTION.
- ⑫ REMOVE EXISTING ASPHALT PAVEMENT.
- ⑬ REMOVE AND REPLACE EXISTING FENCE IN PLACE.
- ⑭ POT HOLE EXISTING COMM LINE. AT LEAST 60 DAYS  
 PRIOR TO CONSTRUCTION, THIS PROJECT ASSUMES  
 THE COMM LINE WILL NEED TO BE RECONSTRUCTED.  
 COORDINATE WITH COMMUNICATION PROVIDER FOR  
 RECONSTRUCTION WITHIN THE LIMITS OF GRADING.  
 RECONSTRUCT PER LENGTH NOTED ON PLANS.
- ⑮ CONSTRUCT 1.5' THICK RIP RAP OUTFALL PER SWM-45,  
 SHEET C6.00. DIMENSIONS PER PLAN VIEW.  
 RIP RAP SHALL BE CLASS 50.
- ⑯ EXISTING SEWER LINE UNDER BOX CULVERT TO BE  
 REINFORCED BY OTHERS PRIOR TO CONSTRUCTION.
- ⑰ PRESERVE AND PROTECT EXISTING MONUMENT.
- ⑱ REMOVE EXISTING CONCRETE SURFACING.

**LEGEND**

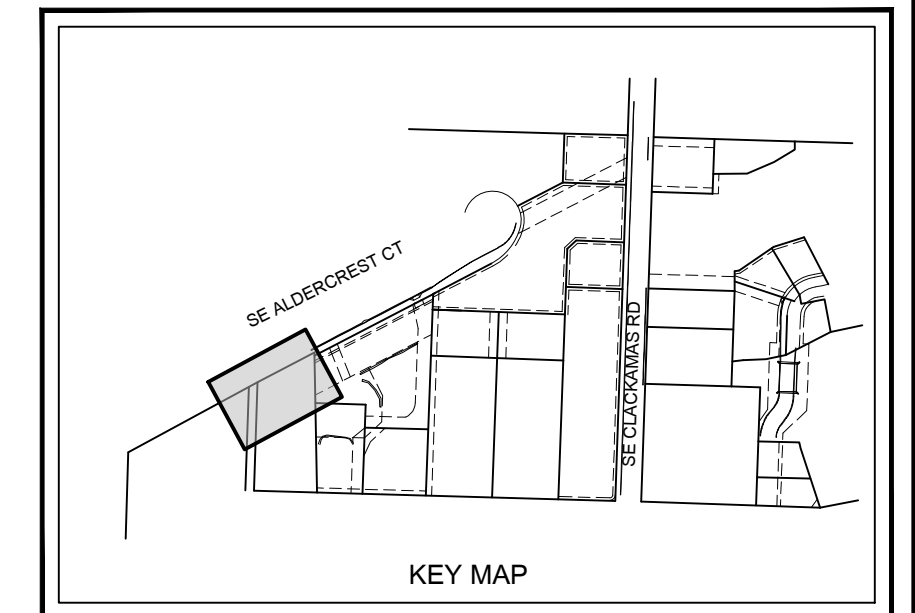
-  TOP OF BANK
-  LIMITS OF DISTURBANCE
-  EXISTING KELLOGG CREEK CL
-  OBSTRUCTION REMOVAL
-  CONCRETE REMOVAL
-  ASPHALT REMOVAL
-  BRIDGE REMOVAL



**KELLOGG CREEK CL PLAN STA. 2+09 - 4+45**



**STREAM CL PROFILE STA. 2+09 - 4+45**



#	DATE	DESCRIPTION

REVISIONS	
NAVD 88 DATUM	CHECKED BY
CJB/MMP	NMR
DRAWN BY	CHECKED BY
BID SET STATUS	
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21050	
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#	DATE	DESCRIPTION

REVISIONS	

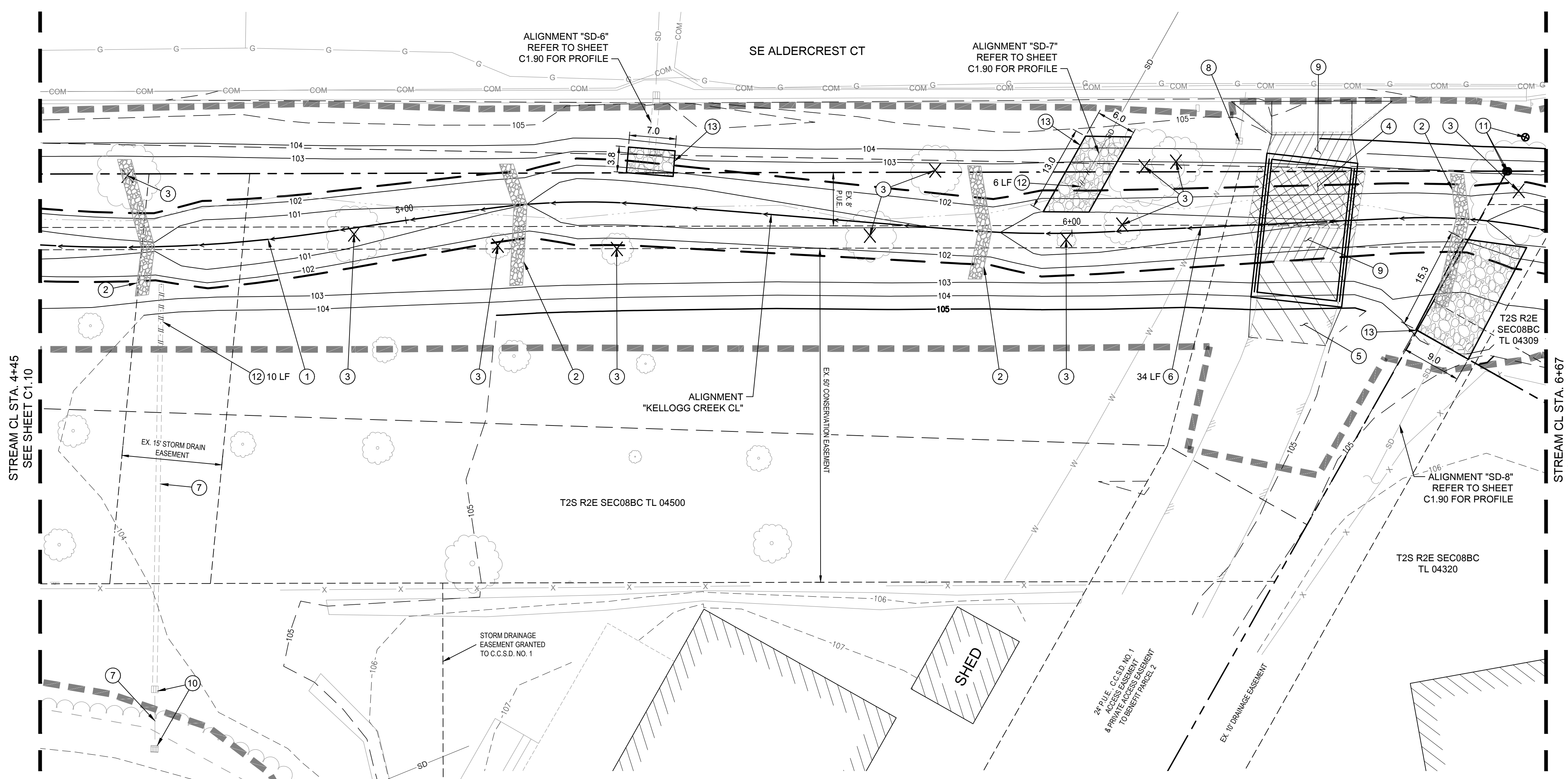
NAVD 88 DATUM	CJB/MMPB	NMR
BID SET STATUS	DRAWN BY	CHECKED BY
OCTOBER 23, 2024 DATE		
21050 PROJECT NUMBER		

**CONSTRUCTION KEY NOTES**

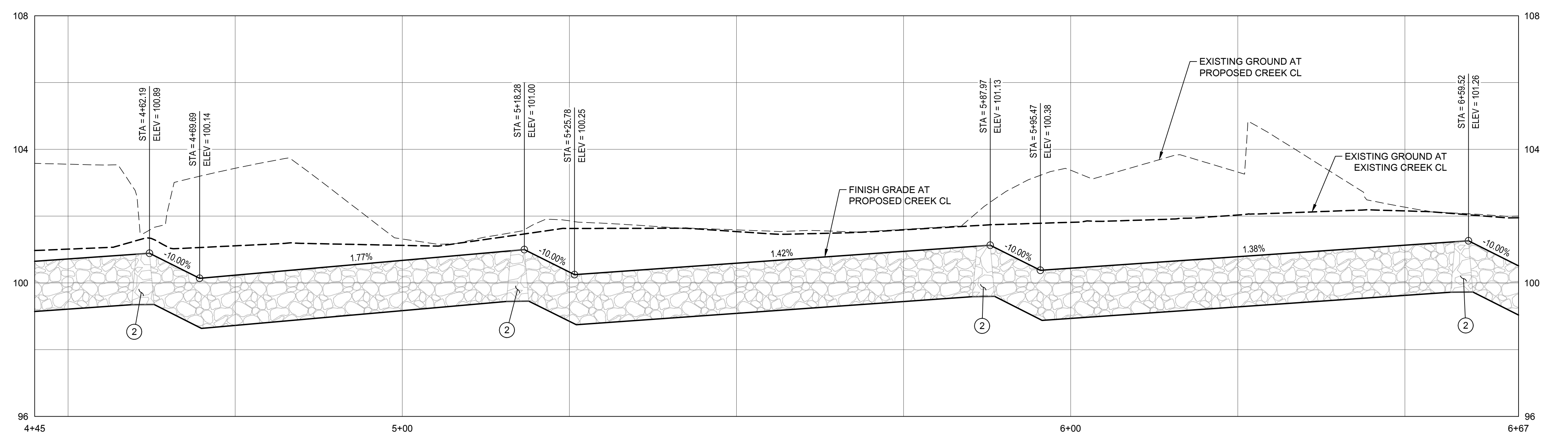
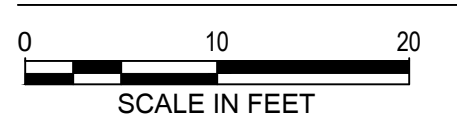
- ① "KELLOGG CREEK CL" STA 4+45 TO 6+67 CONSTRUCT STREAMBED AND FLOODPLAIN (SEE DETAIL 1, SHEET C2.00)
- ② CONSTRUCT RIFFLE CREST USING ONLY GRADATION SIZES D<sub>50</sub> TO D<sub>100</sub>. FILL VOIDS WITH SMALLER FRACTION OF STREAMBED MATERIALS GRADATION. (SEE DETAIL 5, SHEET C2.20)
- ③ TREE TO BE REMOVED.
- ④ REMOVE EXISTING BRIDGE. SEE SHEET C3.01 FOR DRIVEWAY AND BRIDGE RECONSTRUCTION.
- ⑤ REMOVE EXISTING ASPHALT PAVEMENT.
- ⑥ POT HOLE EXISTING WATER LINE, AT LEAST 60 DAYS PRIOR TO CONSTRUCTION. THIS PROJECT ASSUMES THE WATERLINE WILL NEED TO BE RECONSTRUCTED WITHIN THE LIMITS OF GRADING. RECONSTRUCT PER LENGTH NOTED ON PLANS.
- ⑦ PLUG AND ABANDON EXISTING STORM PIPE.
- ⑧ PROTECT EXISTING WATER METER BOX.
- ⑨ REMOVE EXISTING CONCRETE SURFACING.
- ⑩ EXISTING STRUCTURES TO BE FILLED AND ABANDONED.
- ⑪ SURVEY MONUMENT ANTICIPATED TO BE DISTURBED WITH CONSTRUCTION. MONUMENT TO BE RESET POST CONSTRUCTION IMPROVEMENTS BY OTHERS.
- ⑫ REMOVE EXISTING STORM PIPE. LENGTH NOTED ON PLANS.
- ⑬ CONSTRUCT 1.5" THICK RIP RAP OUTFALL PER SWM-45, SHEET C6.00. DIMENSIONS PER PLAN VIEW. RIP RAP SHALL BE CLASS 50.

**LEGEND**

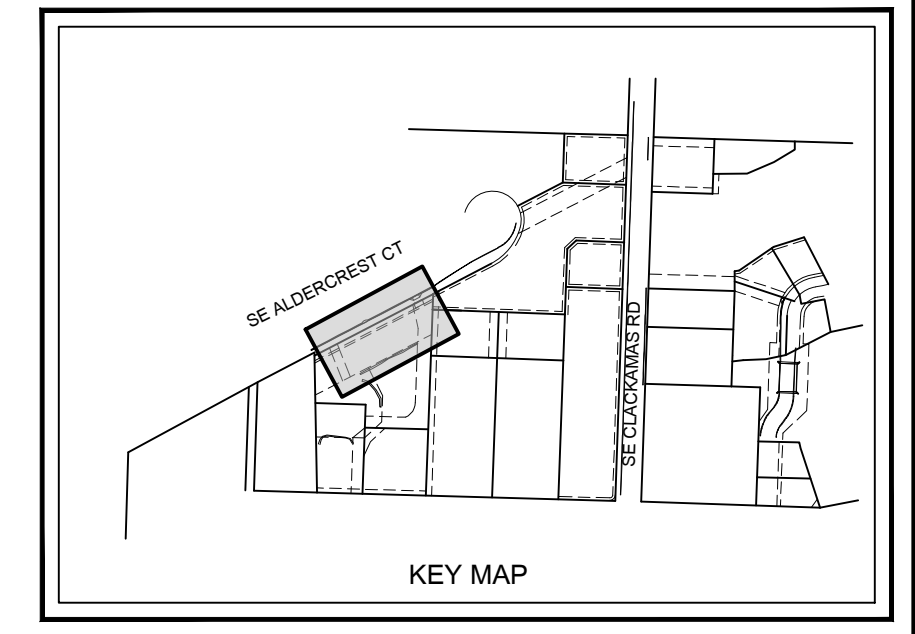
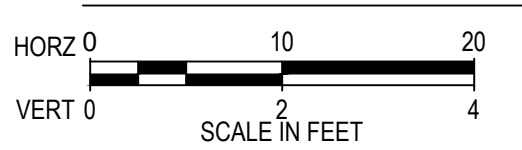
- TOP OF BANK
- LIMITS OF DISTURBANCE
- EXISTING KELLOGG CREEK CL
- OBSTRUCTION REMOVAL
- CONCRETE REMOVAL
- ASPHALT REMOVAL
- BRIDGE REMOVAL



**KELLOGG CREEK CL PLAN STA. 4+45 - 6+67**






**STREAM CL PROFILE STA. 4+45 - 6+67**

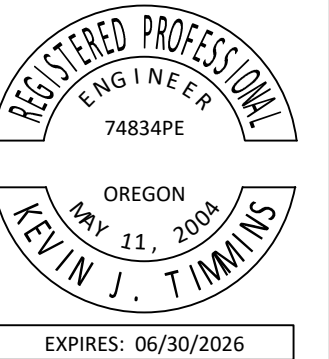


**CONSTRUCTION KEY NOTES**

- ① "KELLOGG CREEK CL" STA 6+67 TO 8+91 CONSTRUCT STREAMBED AND FLOODPLAIN (SEE DETAIL 1, SHEET C2.00)
- ② CONSTRUCT RIFFLE CREST USING ONLY GRADATION SIZES D<sub>50</sub> TO D<sub>100</sub>. FILL VOIDS WITH SMALLER FRACTION OF STREAMBED MATERIALS GRADATION. (SEE DETAIL 5, SHEET C2.20)
- ③ TREE TO BE REMOVED.
- ④ CONSTRUCT LARGE WOODY MATERIAL PER DETAIL 4, SHEET C2.20
- ⑤ CONSTRUCT MAINTENANCE ACCESS. REFER TO SHEET C1.80 FOR PROFILE AND SECTION.
- ⑥ STORE AND RELOCATE EXISTING BENCH AND PLAQUE. REFER TO SHEET EC2.10.

**LEGEND**

-  TOP OF BANK
-  LIMITS OF DISTURBANCE
-  EXISTING KELLOGG CREEK CL



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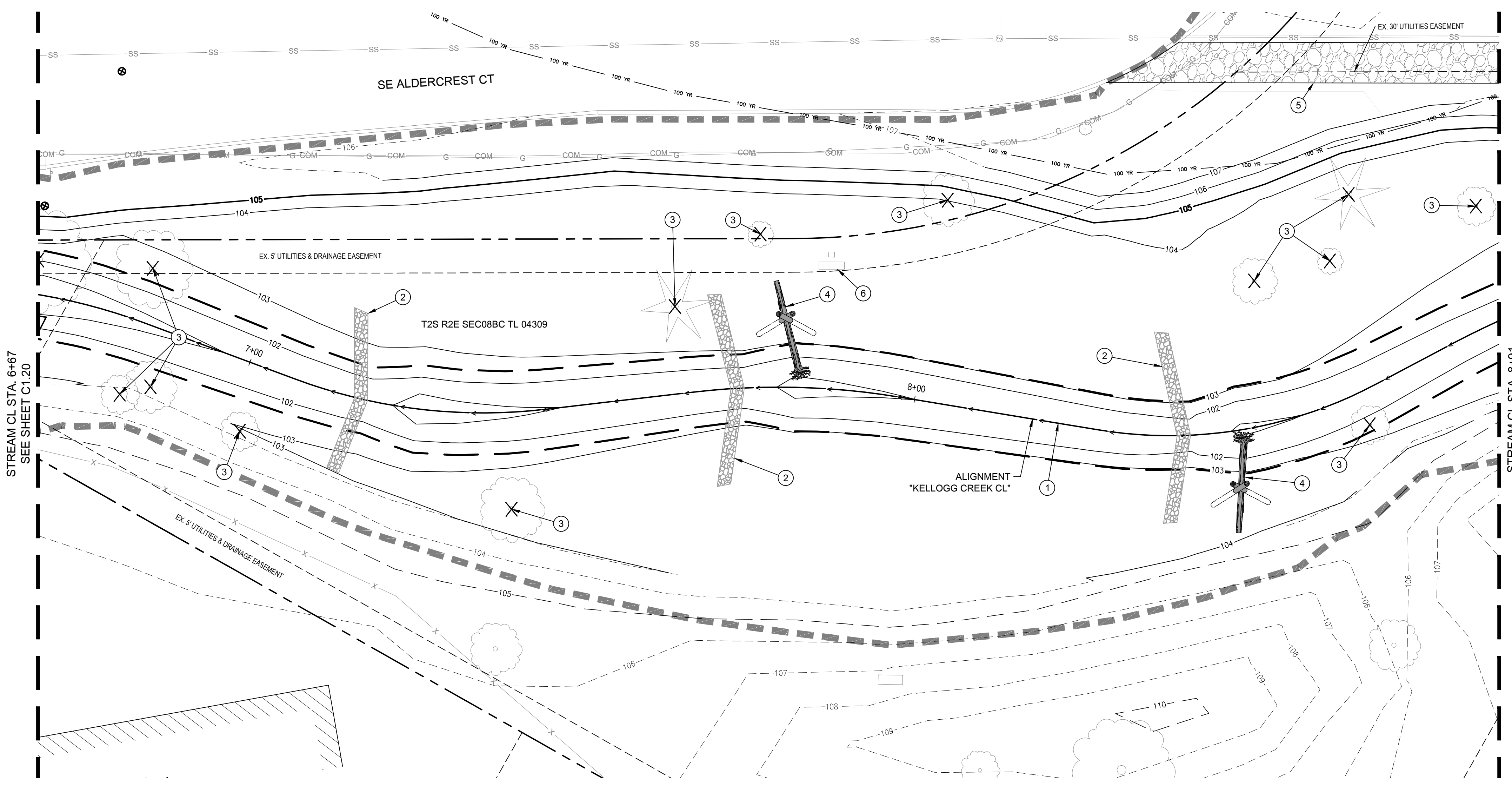
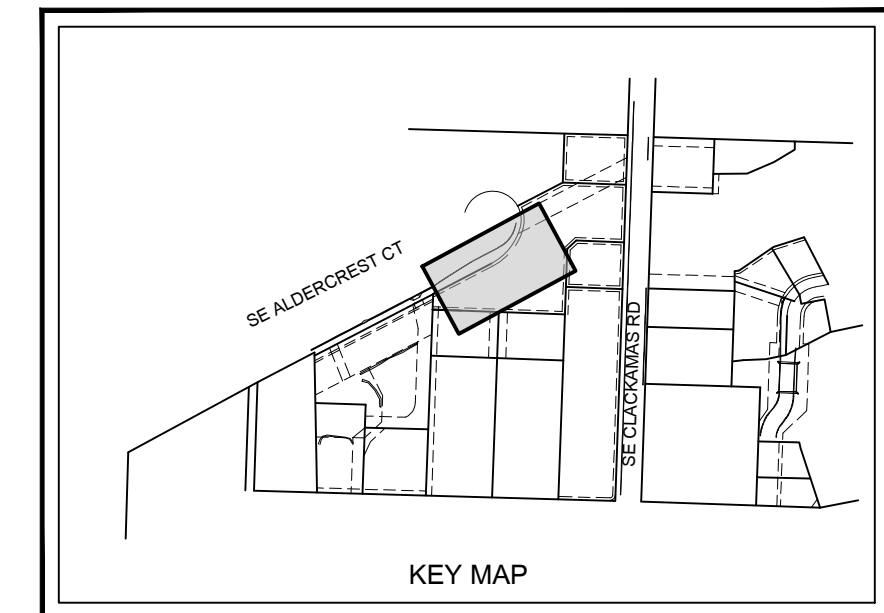
CONSULTANT

**UPPER KELLOGG STORMWATER IMPROVEMENTS**  
 PUBLIC STORMWATER IMPROVEMENTS  
 CLACKAMAS COUNTY, OREGON  
 ALDERCREST CULVERT REPLACEMENT (CIP 1079)  
**STREAM GRADING PLAN AND PROFILE**

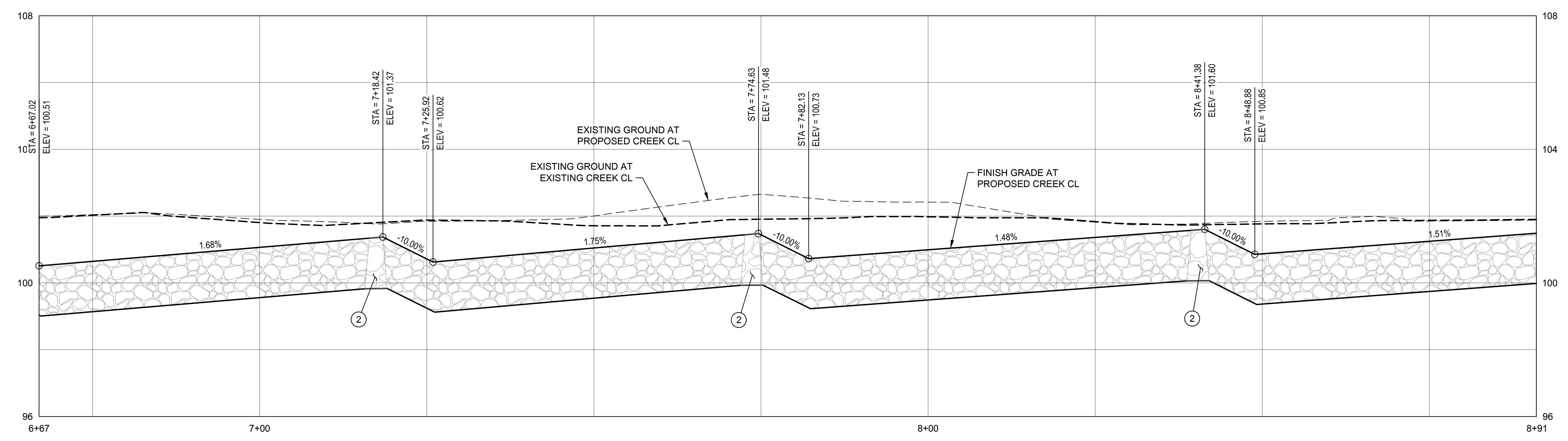
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REVISIONS	

NAVD 88 DATUM  
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 BID SET STATUS  
 OCTOBER 23, 2024 DATE  
 21050 PROJECT NUMBER  
**C1.30**  
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**KELLOGG CREEK CL PLAN STA. 6+67 - 8+91**



**STREAM CL PROFILE STA. 6+67 - 8+91**

Plotted: Oct 23, 2024 - 11:30am - Jessa Barnabeuer - C:\PROJ\CT2\10002\1050\04\_CAD\CAD\Draw\C2\1050\C1.30\_Layout Name: C1.30



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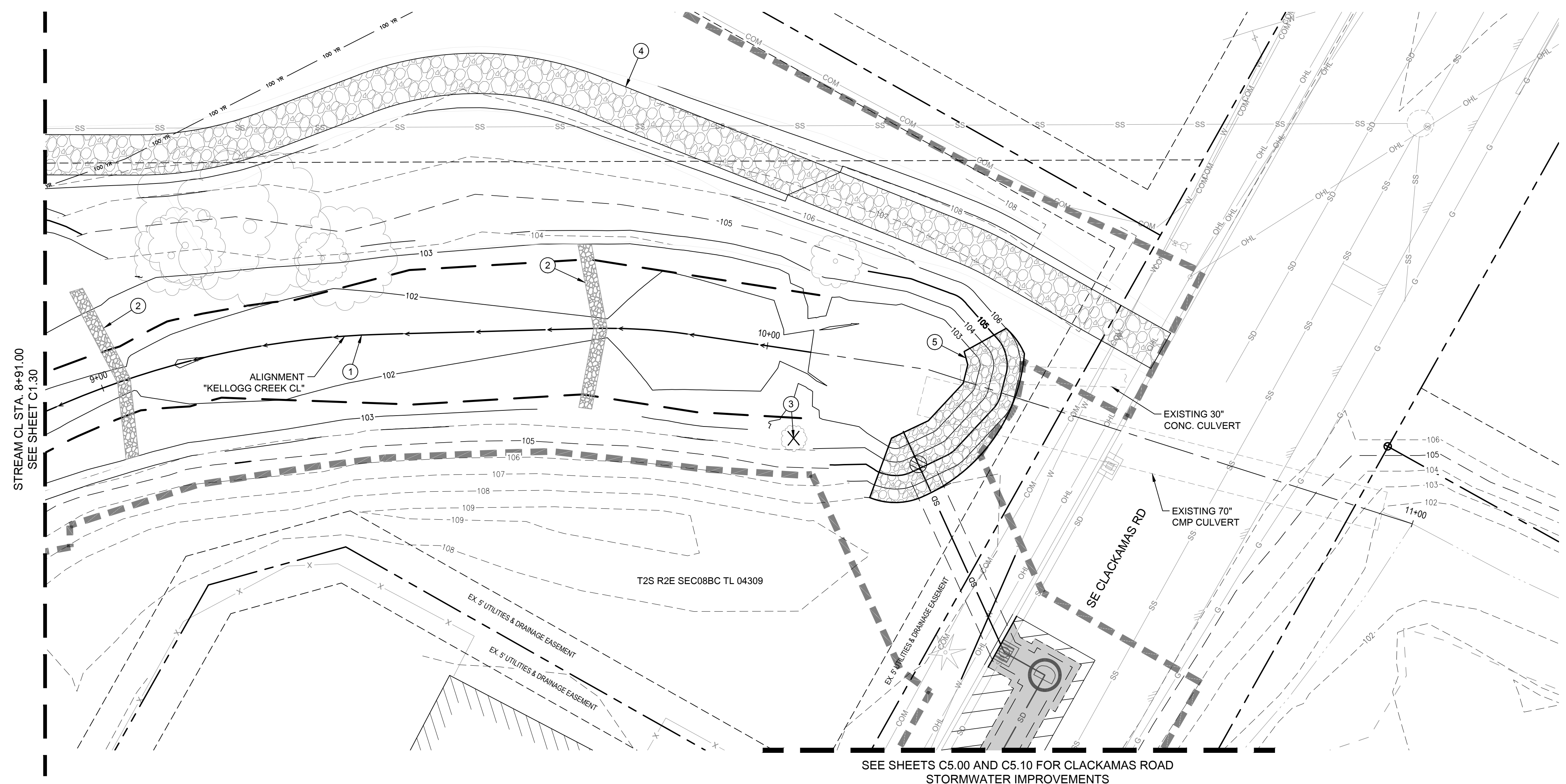
**UPPER KELLOGG STORMWATER IMPROVEMENTS**  
 PUBLIC STORMWATER IMPROVEMENTS  
 CLACKAMAS COUNTY, OREGON  
 ALDERCREST CULVERT REPLACEMENT (CIP-1079)  
**STREAM GRADING PLAN AND PROFILE**

**CONSTRUCTION KEY NOTES**

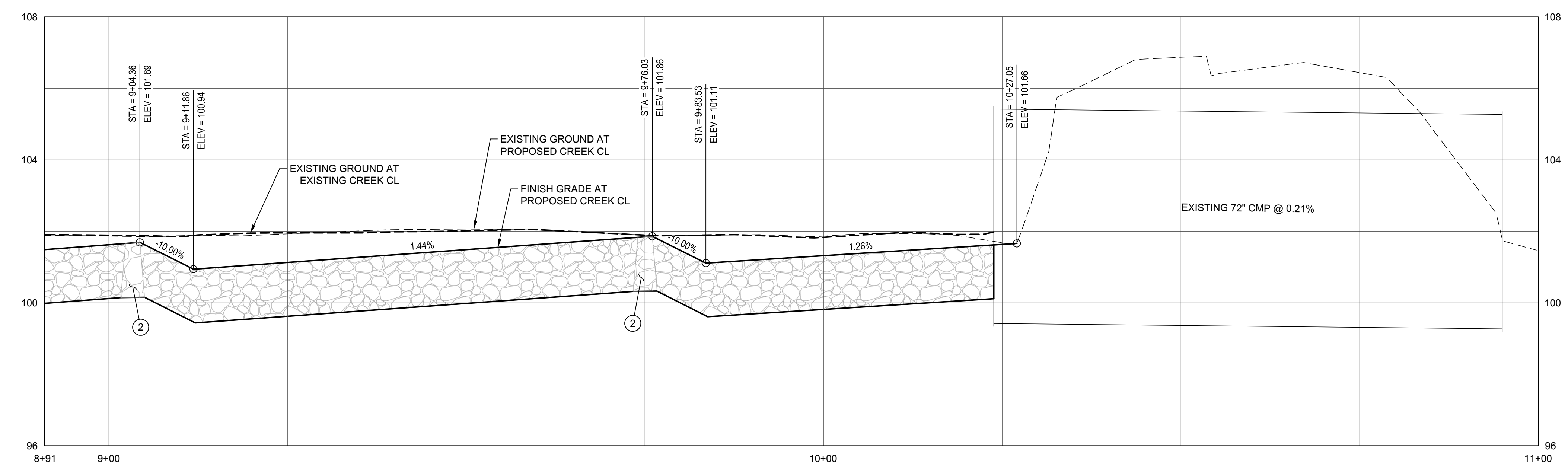
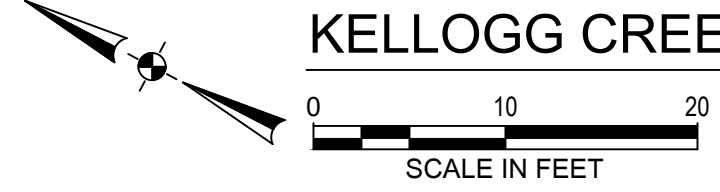
- ① "KELLOGG CREEK CL" STA 8+91 TO 11+00 CONSTRUCT STREAMBED AND FLOODPLAIN (SEE DETAIL 2, SHEET C2.10)
- ② CONSTRUCT RIFFLE CREST USING ONLY GRADATION SIZES D<sub>10</sub> TO D<sub>100</sub>. FILL VOIDS WITH SMALLER FRACTION OF STREAMBED MATERIALS GRADATION. (SEE DETAIL 5, SHEET C2.20)
- ③ TREE TO BE REMOVED.
- ④ CONSTRUCT MAINTENANCE ACCESS. REFER TO SHEET C1.80 FOR PROFILE AND SECTION.
- ⑤ CONSTRUCT RIPRAP PAD. REFER TO SHEET C5.10 FOR INFORMATION.

**LEGEND**

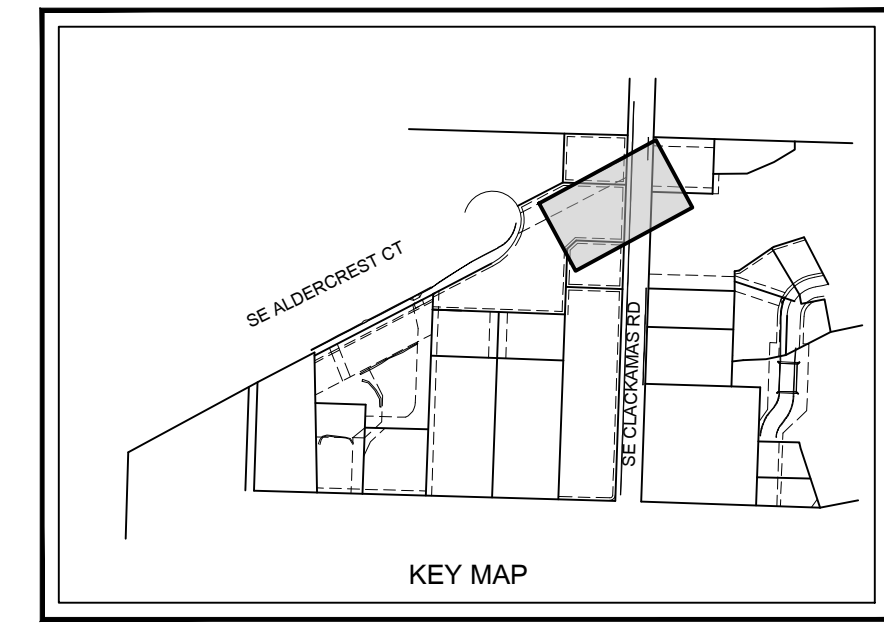
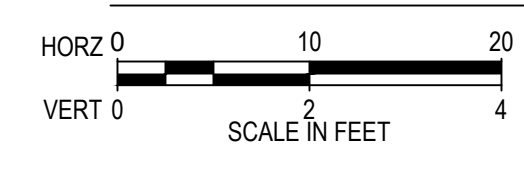
- TOP OF BANK
- LIMITS OF DISTURBANCE
- EXISTING KELLOGG CREEK CL



**KELLOGG CREEK CL PLAN STA. 8+91 - 11+00**



**STREAM CL PROFILE STA. 8+91 - 11+00**



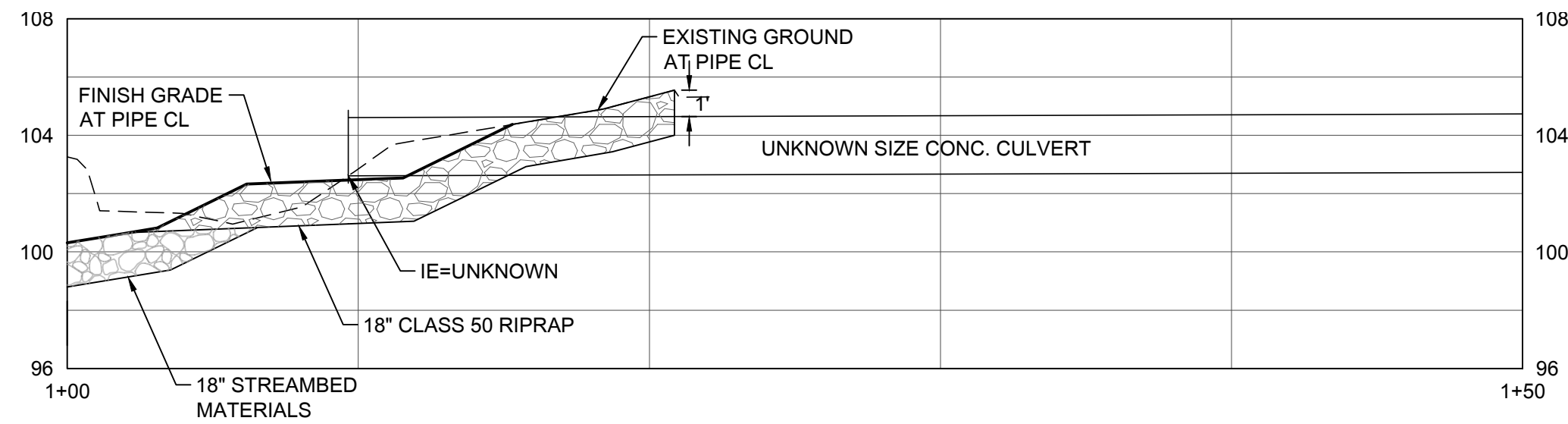
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REVISIONS

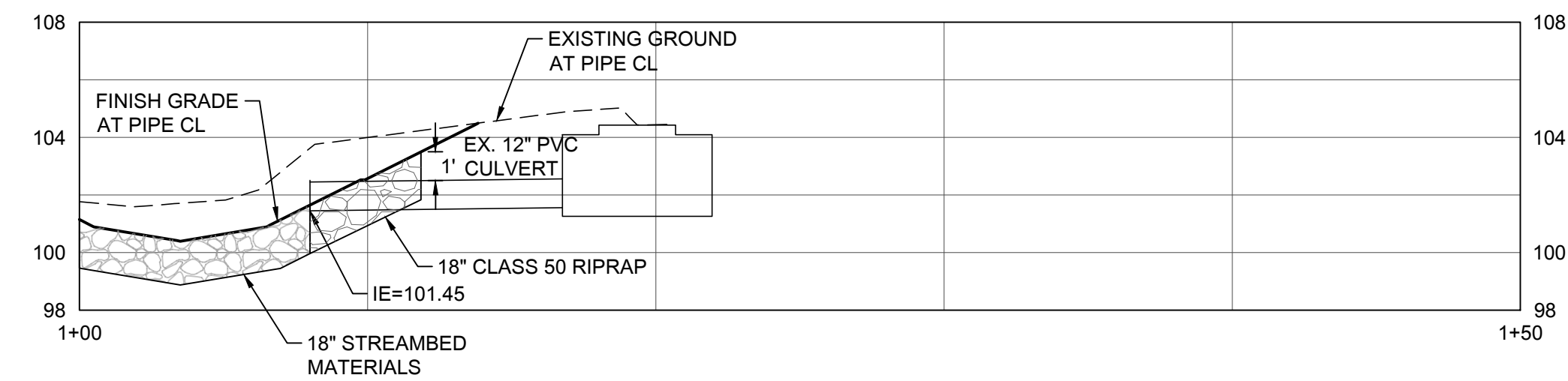
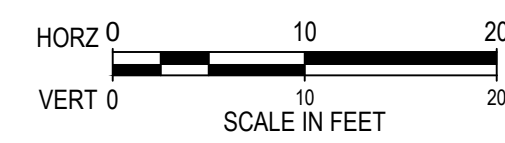
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CJB/MPB DRAWN BY	NMR CHECKED BY
BID SET STATUS	
OCTOBER 23, 2024 DATE	
21050 PROJECT NUMBER	

**C1.40**  
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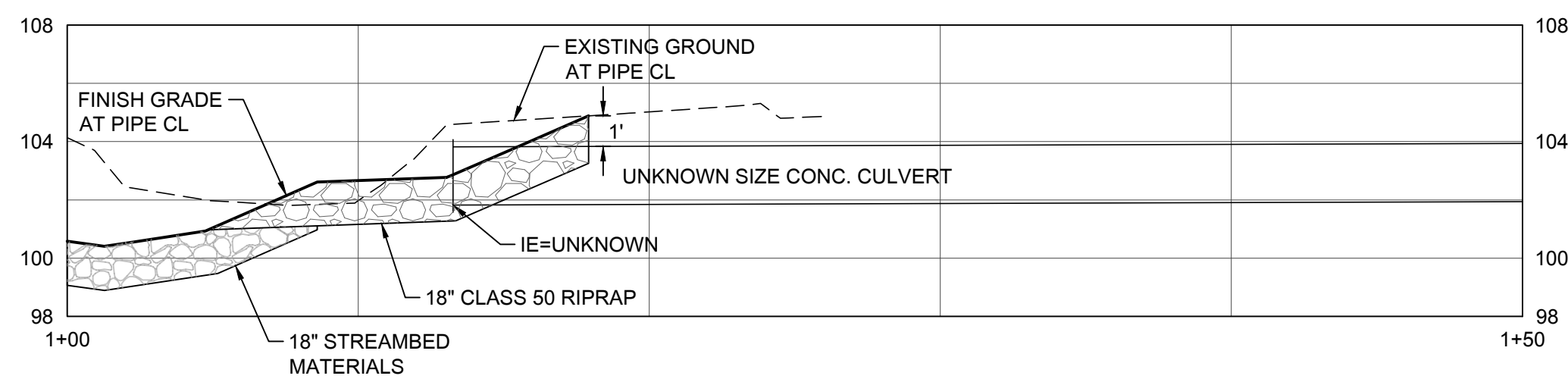
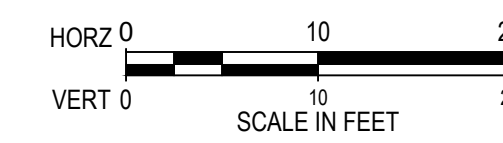
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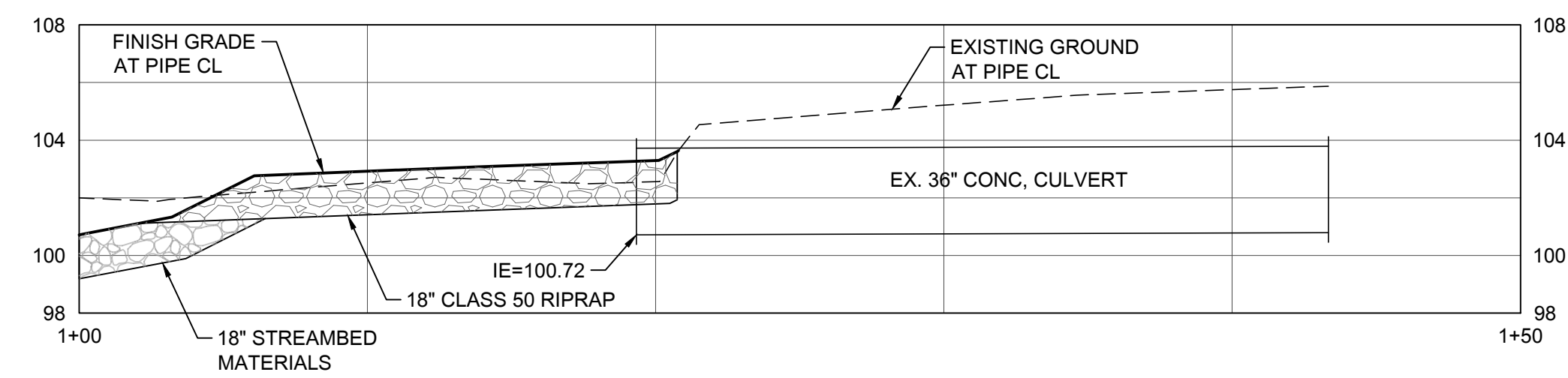
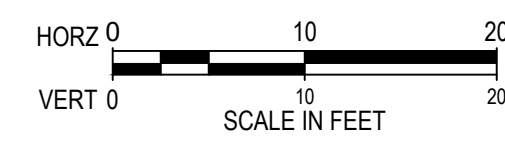
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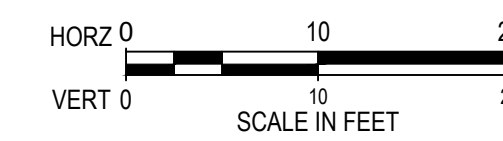
SD-6 PROFILE



SD-7 PROFILE



SD-8 PROFILE



#	DATE	DESCRIPTION

REVISIONS

NAVD 88

DATUM

CJB/MPB

DRAWN BY

NMR

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STATUS

OCTOBER 23, 2024

DATE

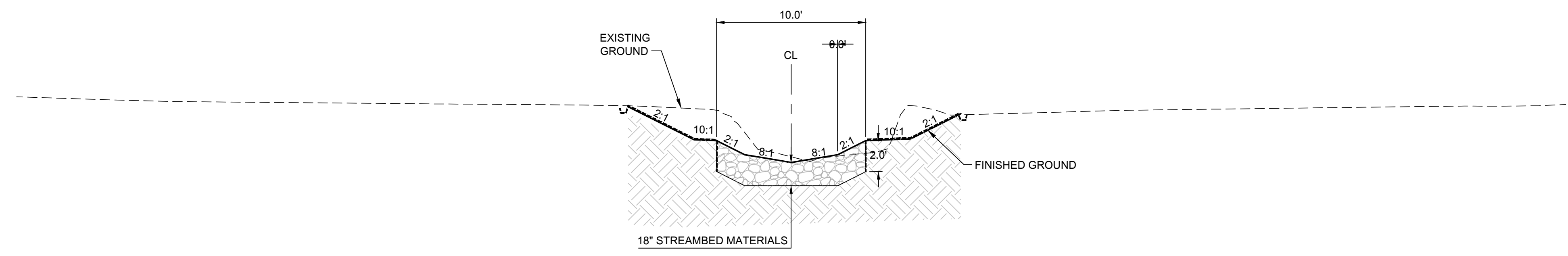
21050

PROJECT NUMBER

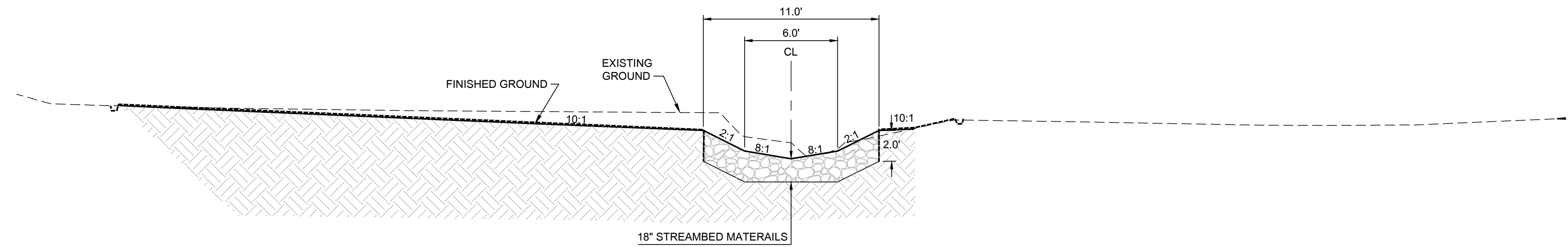
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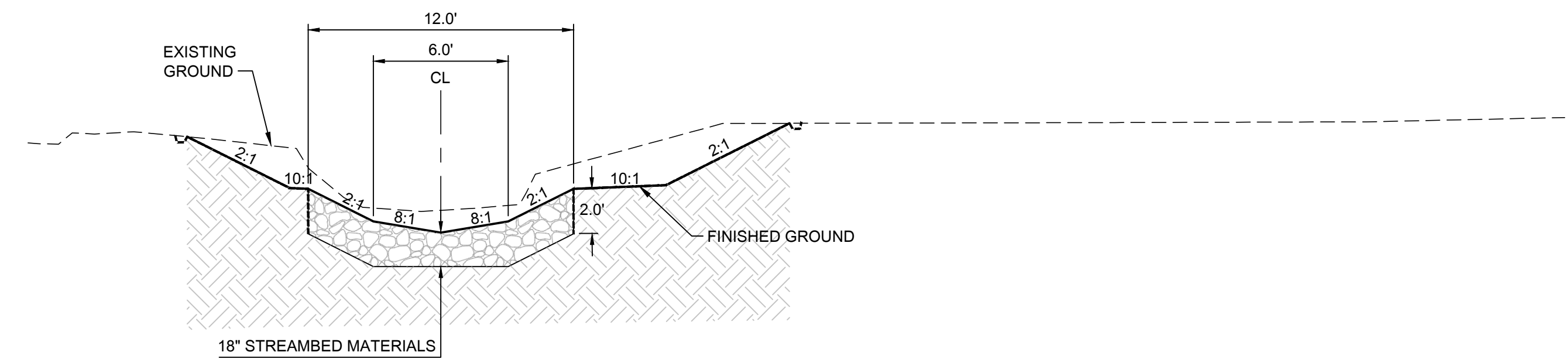
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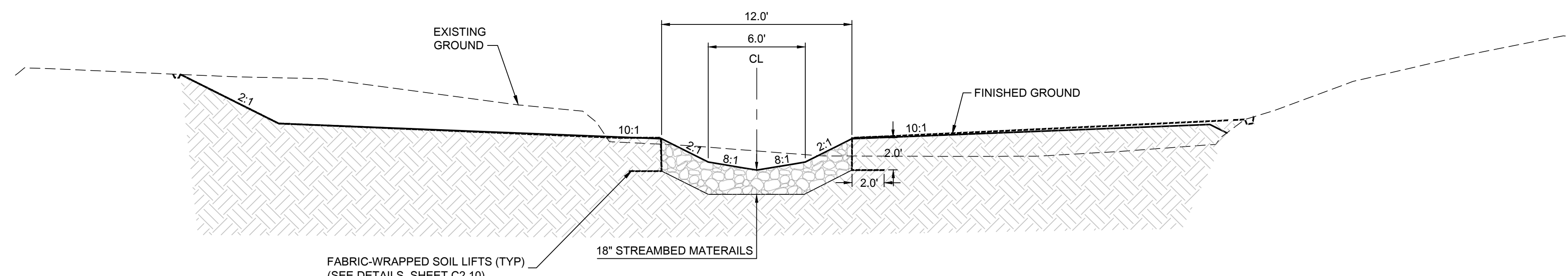
**1** KELLOGG CREEK TYPICAL SECTION  
C2.00 STA. 2+32.42 TO STA. 2+87.86  
N.T.S.



**2** KELLOGG CREEK TYPICAL SECTION  
C2.00 STA. 2+87.86 TO STA. 4+03.63  
N.T.S.



**3** KELLOGG CREEK TYPICAL SECTION  
C2.00 STA. 4+03.63 TO STA. 6+74.16  
N.T.S.



**4** KELLOGG CREEK TYPICAL SECTION  
C2.00 STA. 6+74.16 TO STA. 10+27.30  
N.T.S.

#	DATE	DESCRIPTION

REVISIONS	
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**C2.00**  
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**GENERAL SHEET NOTES:**

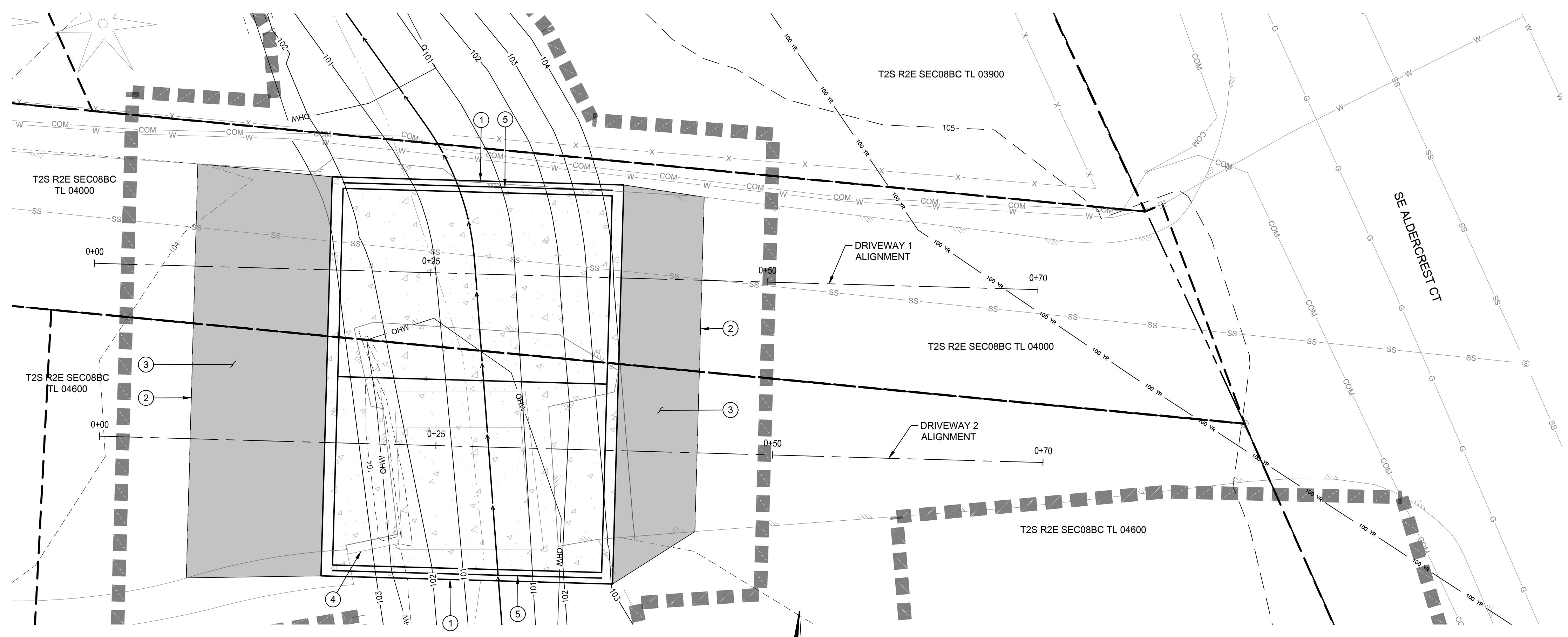
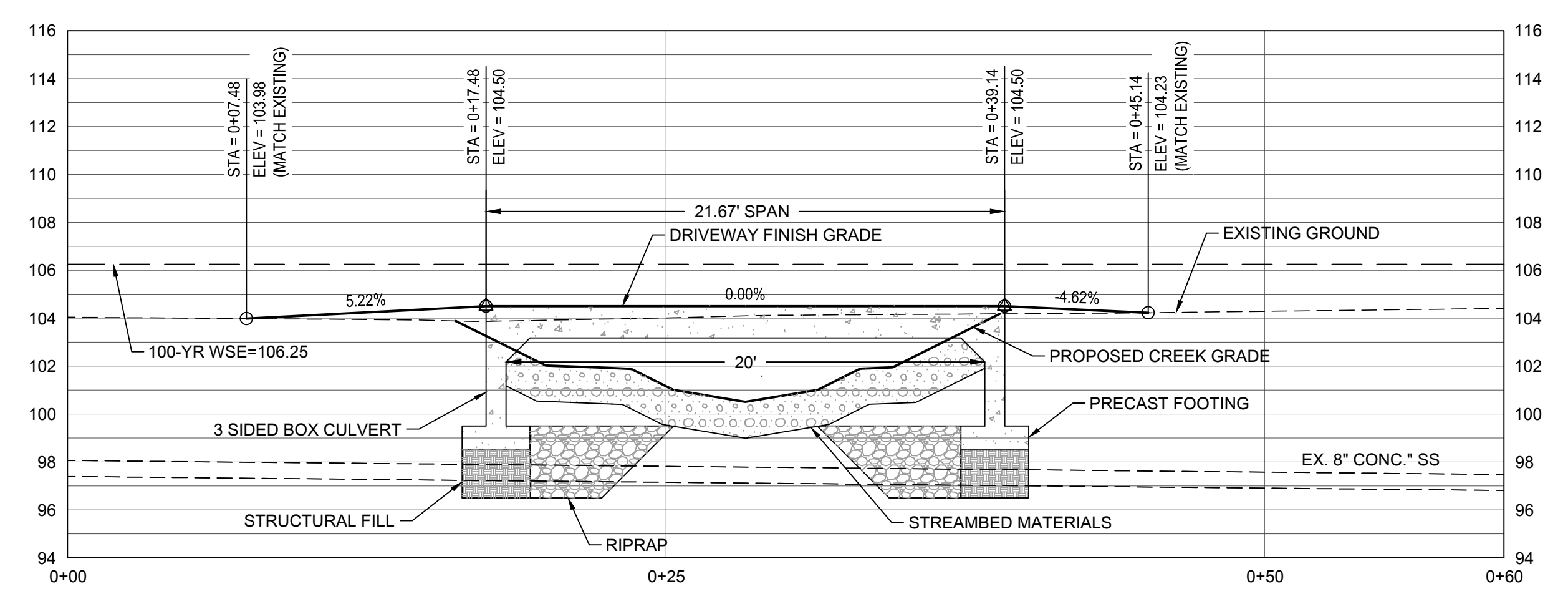
1. FIELD VERIFY EXISTING FEATURES AND UTILITIES AS REQUIRED.
2. PROTECT ALL EXISTING FEATURES TO REMAIN WHETHER SHOWN OR NOT.
3. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RETURNED TO THEIR ORIGINAL CONDITION PRIOR TO PROJECT COMPLETION. SEE LANDSCAPE PLANS. CONTRACTOR SHALL TAKE EXTRA CARE TO AVOID DAMAGING ANY IRRIGATION, WIRING, OR OTHER FACILITIES IN THE AREA. ANY SUCH FACILITIES ENCOUNTERED SHALL BE RELOCATED BY THE CONTRACTOR TO AN APPROPRIATE AREA OUTSIDE OF THE PROPOSED DRIVEWAY OR SIDEWALK IMPROVEMENTS.

**LEGEND**

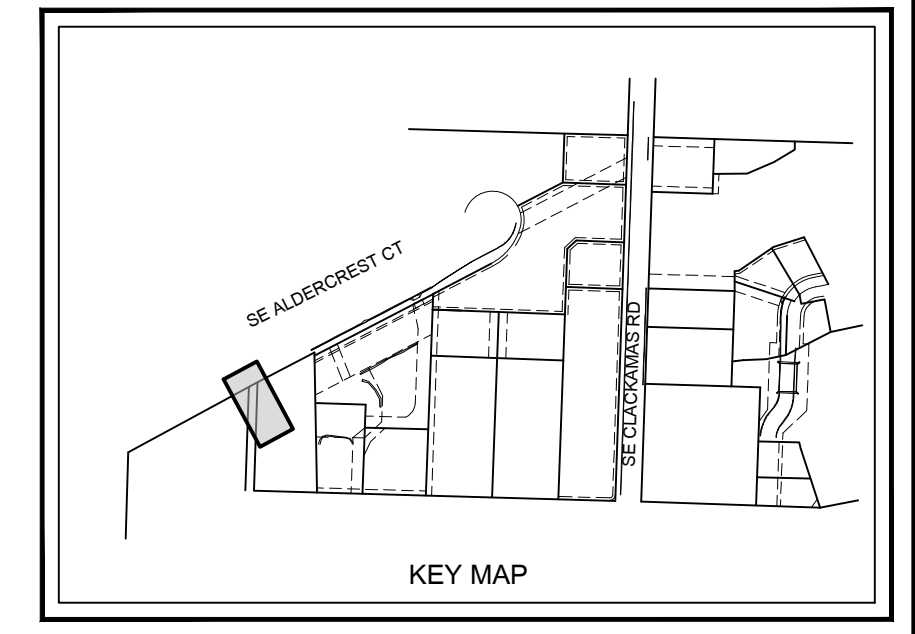
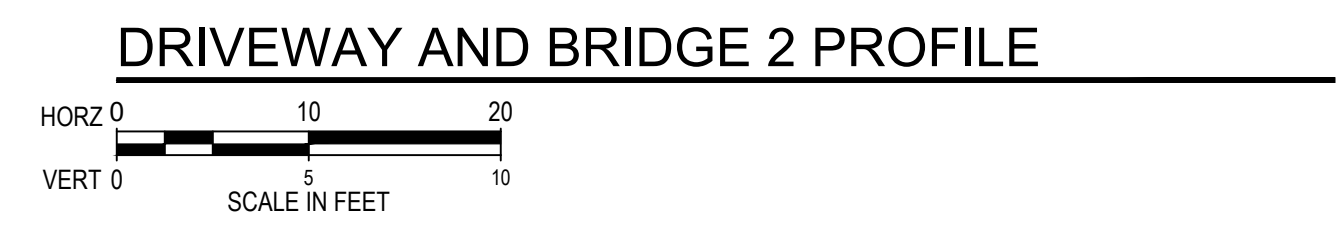
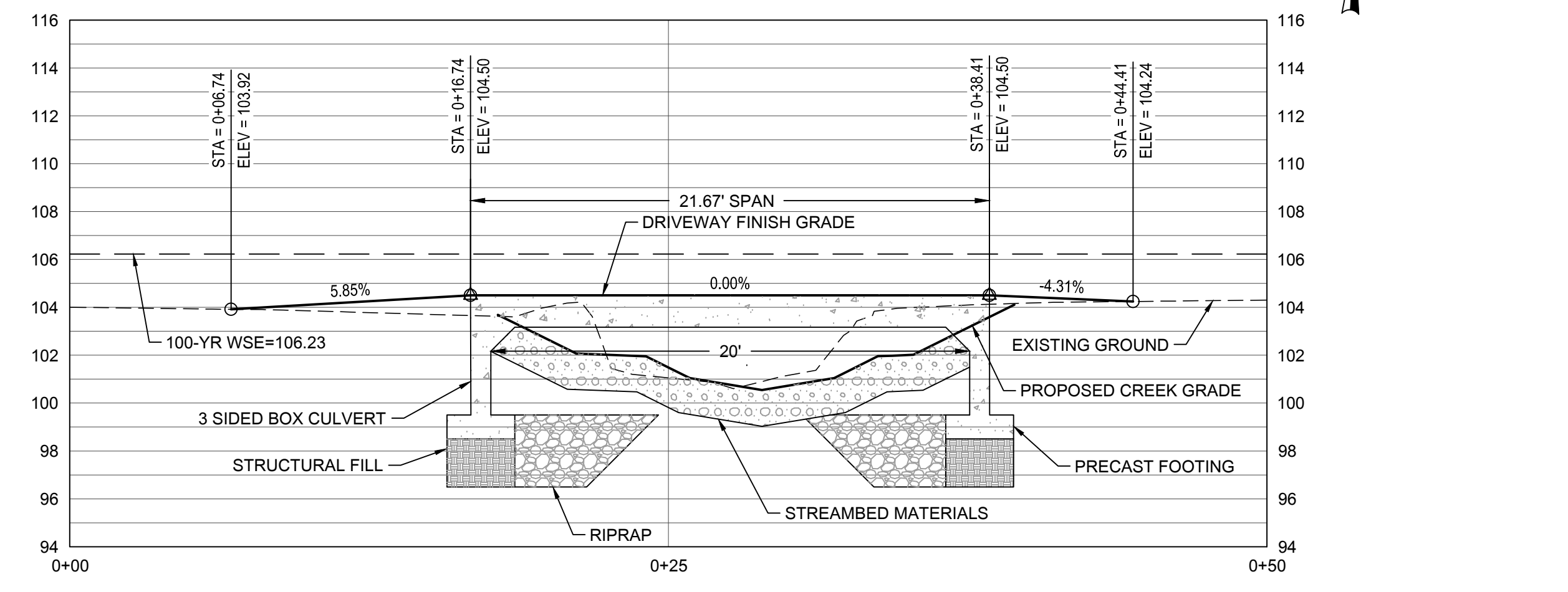
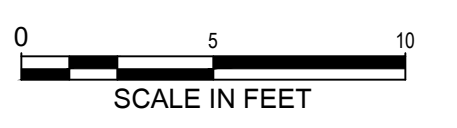
- CONSTRUCT CONCRETE DRIVEWAY
- CONSTRUCT ASPHALT PAVEMENT
- SAWCUT LINE
- GRADING LIMITS

**CONSTRUCTION KEY NOTES**

1. INSTALL NEW 20' SPAN X 28' WIDE 3 SIDED BOX CULVERT OVER REALIGNED CREEK. REFER TO SHEET C3.20 FOR DETAILS.
2. SAWCUT EXISTING PAVEMENT FOR CLEAN EDGE TIE IN.
3. REPLACE EXISTING ASPHALT PAVEMENT PER SECTION A, SHEET C3.10
4. REMOVE EXISTING 8" CONCRETE WALL.
5. INSTALL SIDE RAILING ALONG CULVERT. SEE SHEET C3.23 FOR DETAILS.



**DRIVEWAY AND BRIDGE 1 & 2 PLAN**



TITLE		
#	DATE	DESCRIPTION

REVISIONS	
NAVD 88 DATUM	
CJB/MPB DRAWN BY	NMR CHECKED BY
BID SET STATUS	
OCTOBER 23, 2024 DATE	
21050 PROJECT NUMBER	
<b>C3.00</b>	
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#	DATE	DESCRIPTION

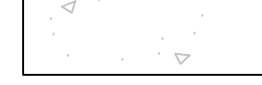

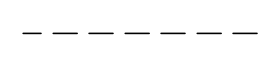
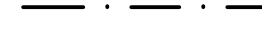
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CJB/MPB	NMR
DRAWN BY	CHECKED BY
BID SET	STATUS
OCTOBER 23, 2024	DATE
21050	PROJECT NUMBER

**C3.01**  
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**GENERAL SHEET NOTES:**

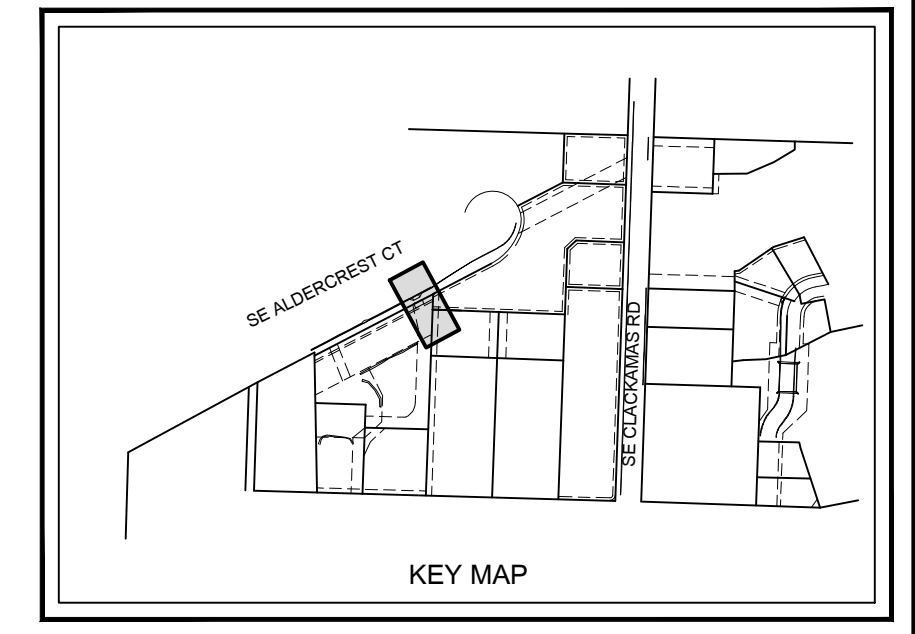
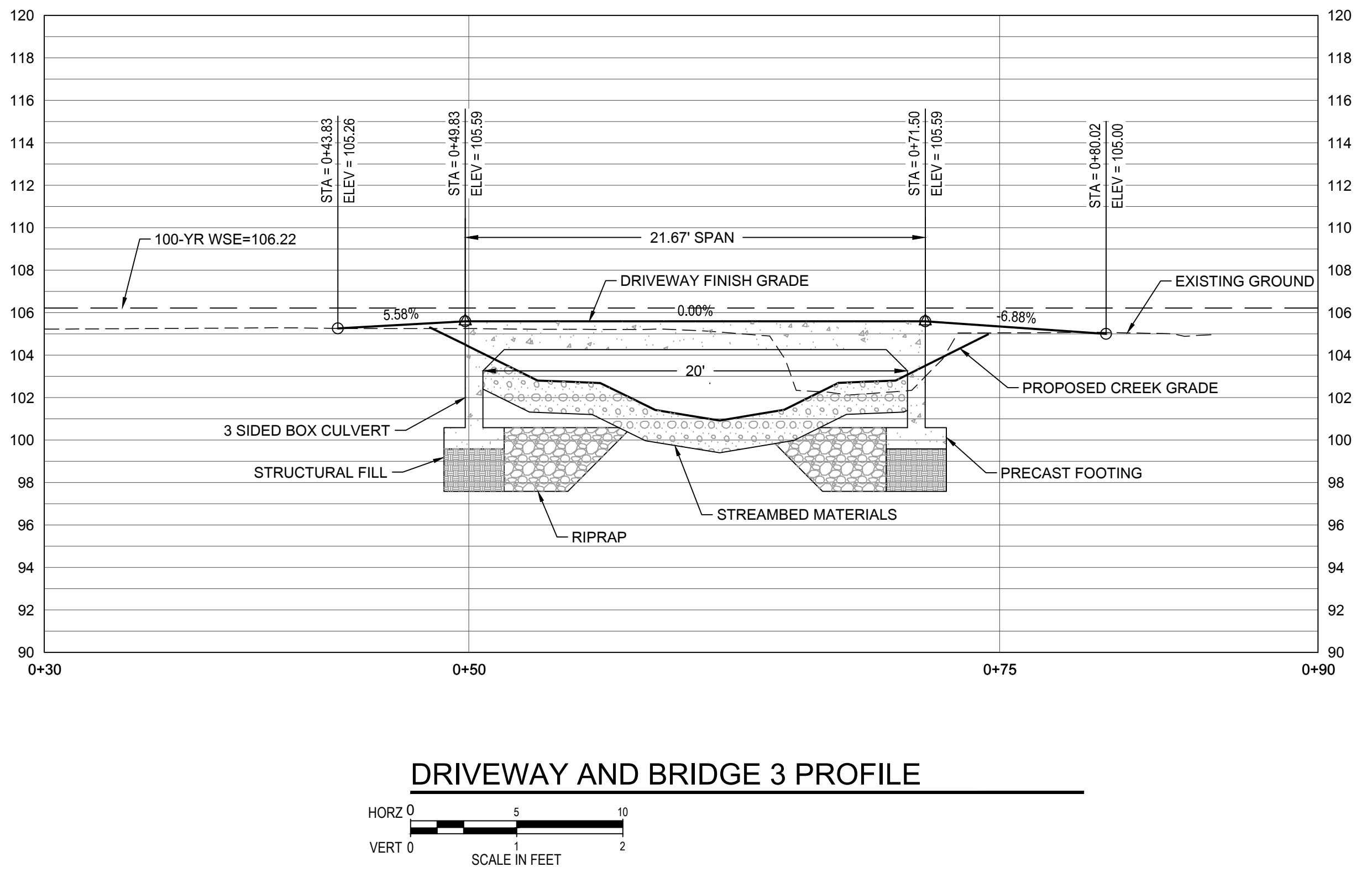
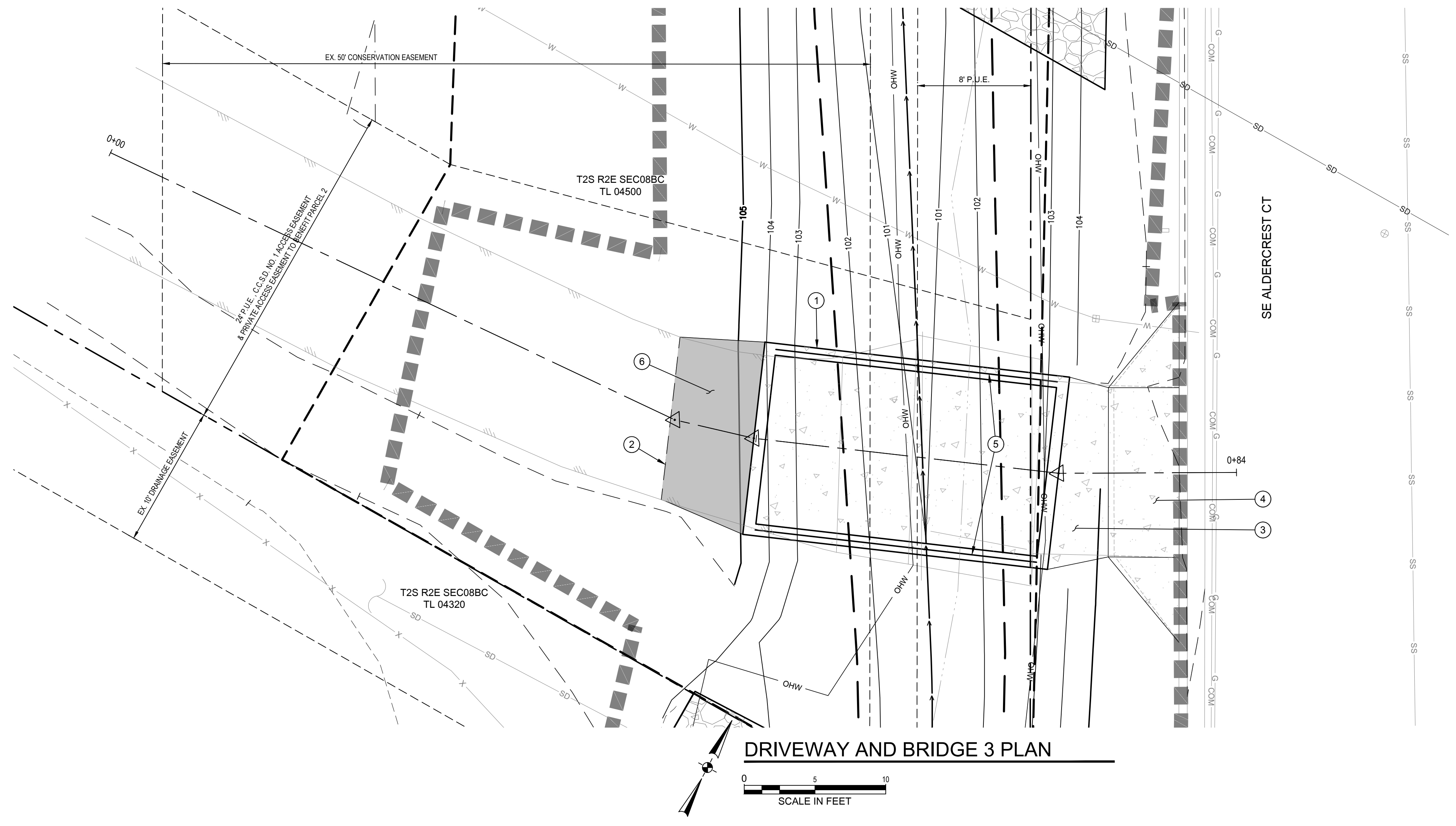
- FIELD VERIFY EXISTING FEATURES AND UTILITIES AS REQUIRED.
- PROTECT ALL EXISTING FEATURES TO REMAIN WHETHER SHOWN OR NOT.
- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RETURNED TO THEIR ORIGINAL CONDITION PRIOR TO PROJECT COMPLETION. SEE LANDSCAPE PLANS. CONTRACTOR SHALL TAKE EXTRA CARE TO AVOID DAMAGING ANY IRRIGATION, WIRING, OR OTHER FACILITIES IN THE AREA. ANY SUCH FACILITIES ENCOUNTERED SHALL BE RELOCATED BY THE CONTRACTOR TO AN APPROPRIATE AREA OUTSIDE OF THE PROPOSED DRIVEWAY OR SIDEWALK IMPROVEMENTS.

**LEGEND**

-  CONSTRUCT CONCRETE DRIVEWAY
-  CONSTRUCT ASPHALT PAVEMENT
-  SAWCUT LINE
-  GRADING LIMITS

**CONSTRUCTION KEY NOTES**

- INSTALL NEW 20' SPAN X 12' WIDE 3 SIDED BOX CULVERT OVER REALIGNED CREEK. REFER TO SHEET C3.30 FOR DETAILS.
- SAWCUT EXISTING PAVEMENT FOR CLEAN EDGE TIE IN.
- REPLACE CONCRETE SURFACING PER SECTION B, SHEET C3.10.
- REMOVE AND REPLACE 12' DRIVEWAY APPROACH PER CLACKAMAS CO. DETAIL D650, SHEET C3.10.
- INSTALL SIDE RAILING ALONG CULVERT. SEE SHEET C3.31 FOR DETAILS.
- REPLACE EXISTING ASPHALT PAVEMENT PER SECTION A, SHEET C3.10.



Plotted: Oct 23, 2024 - 11:31 am. User: Jess.Bornshauer. C:\PROJ\CT2100021050\04\_CAD\CAD\Draw\C3.01\Layout Name: C3.01

#	DATE	DESCRIPTION

REVISIONS

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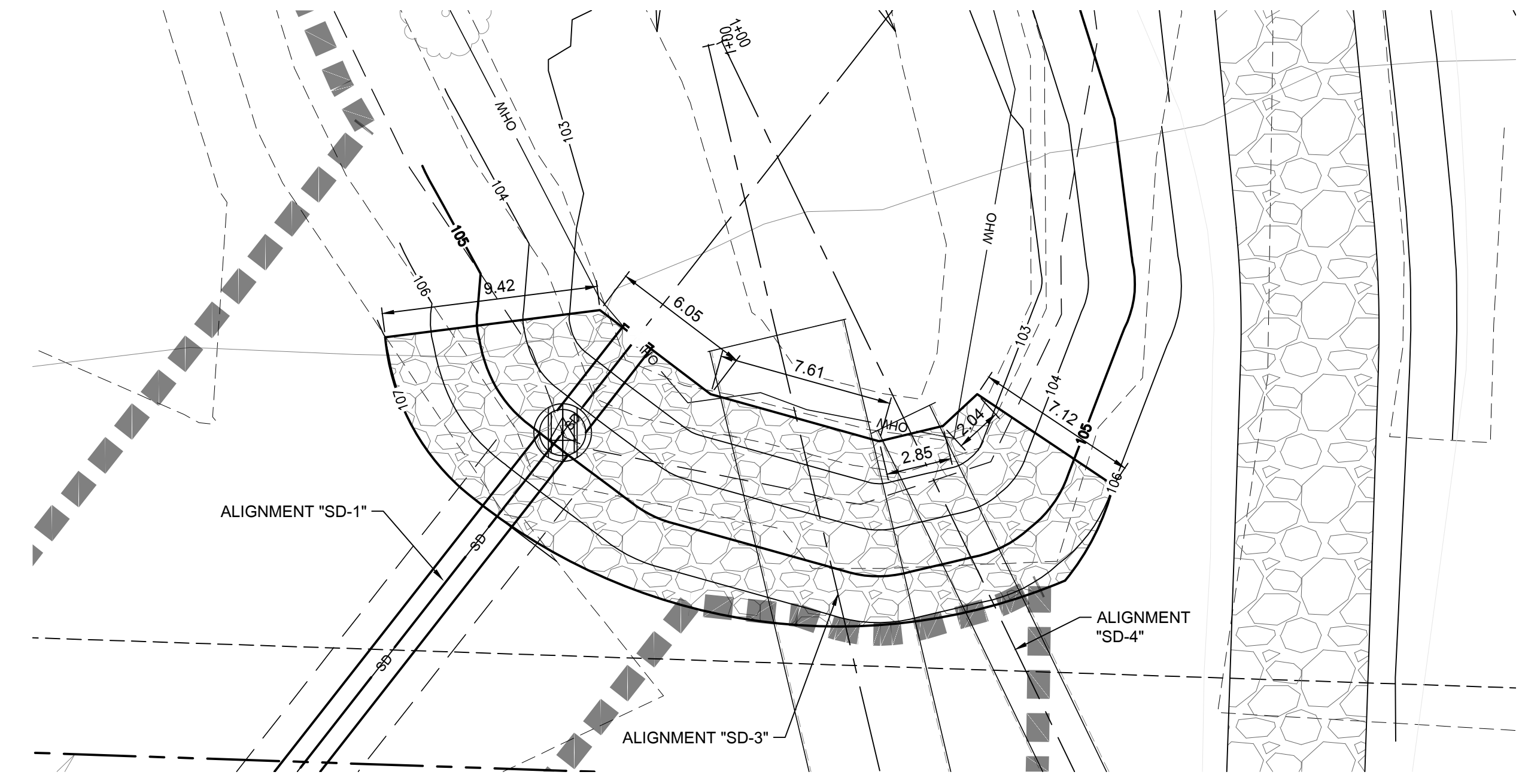
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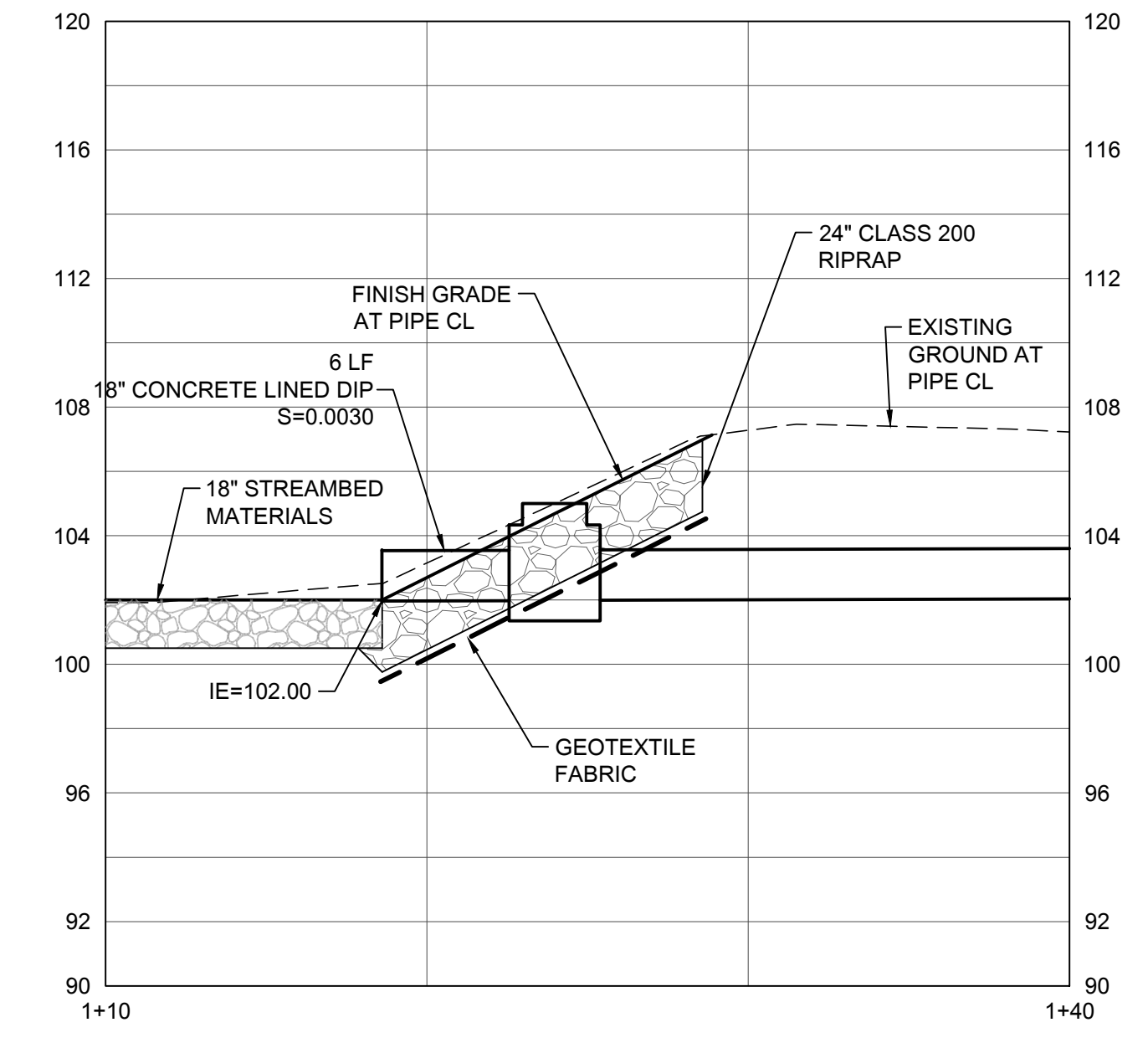
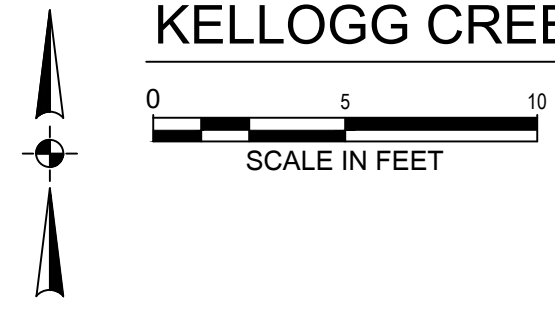
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PROJECT NUMBER

**C5.30**

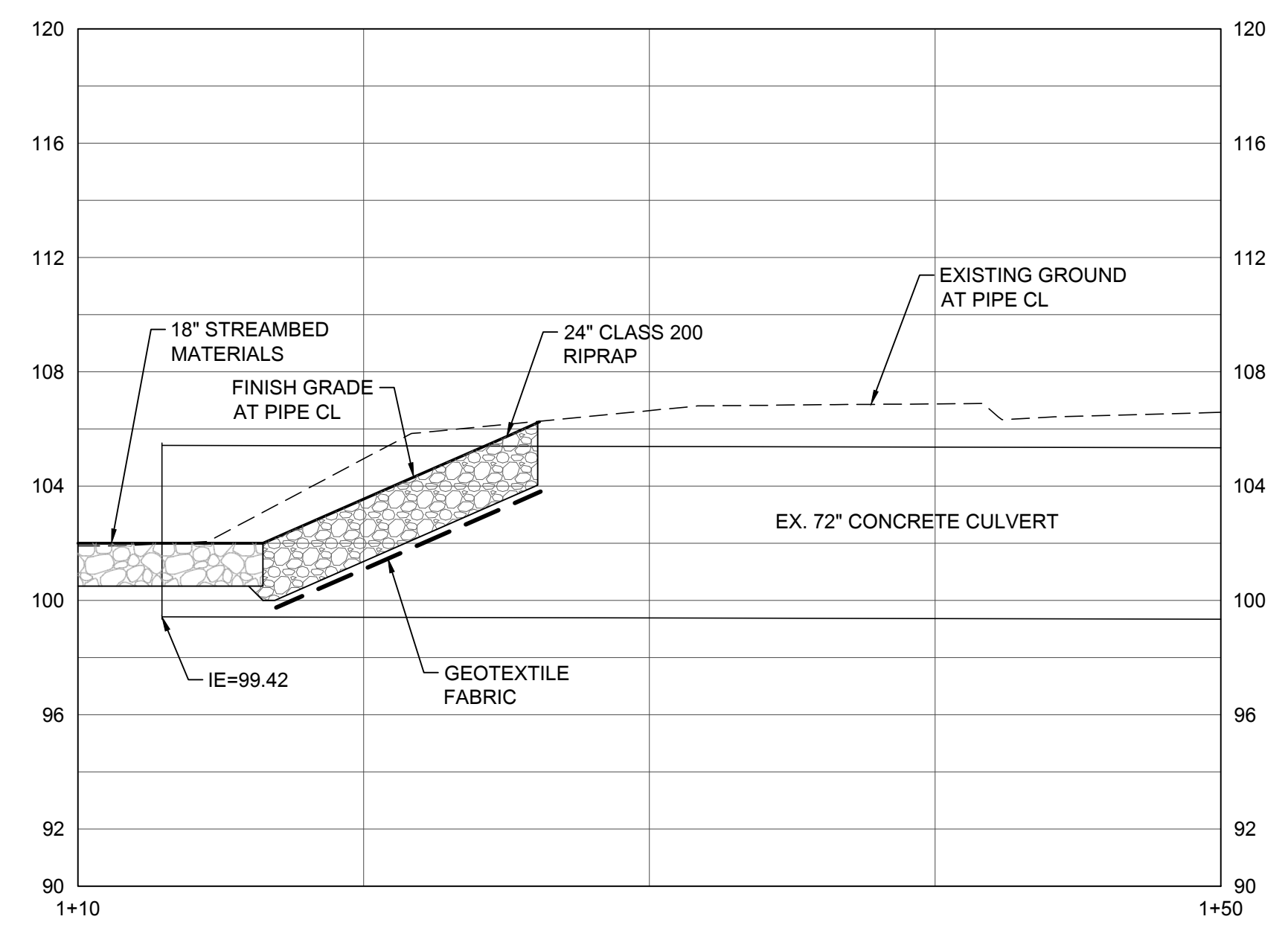
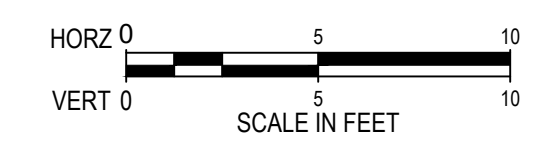
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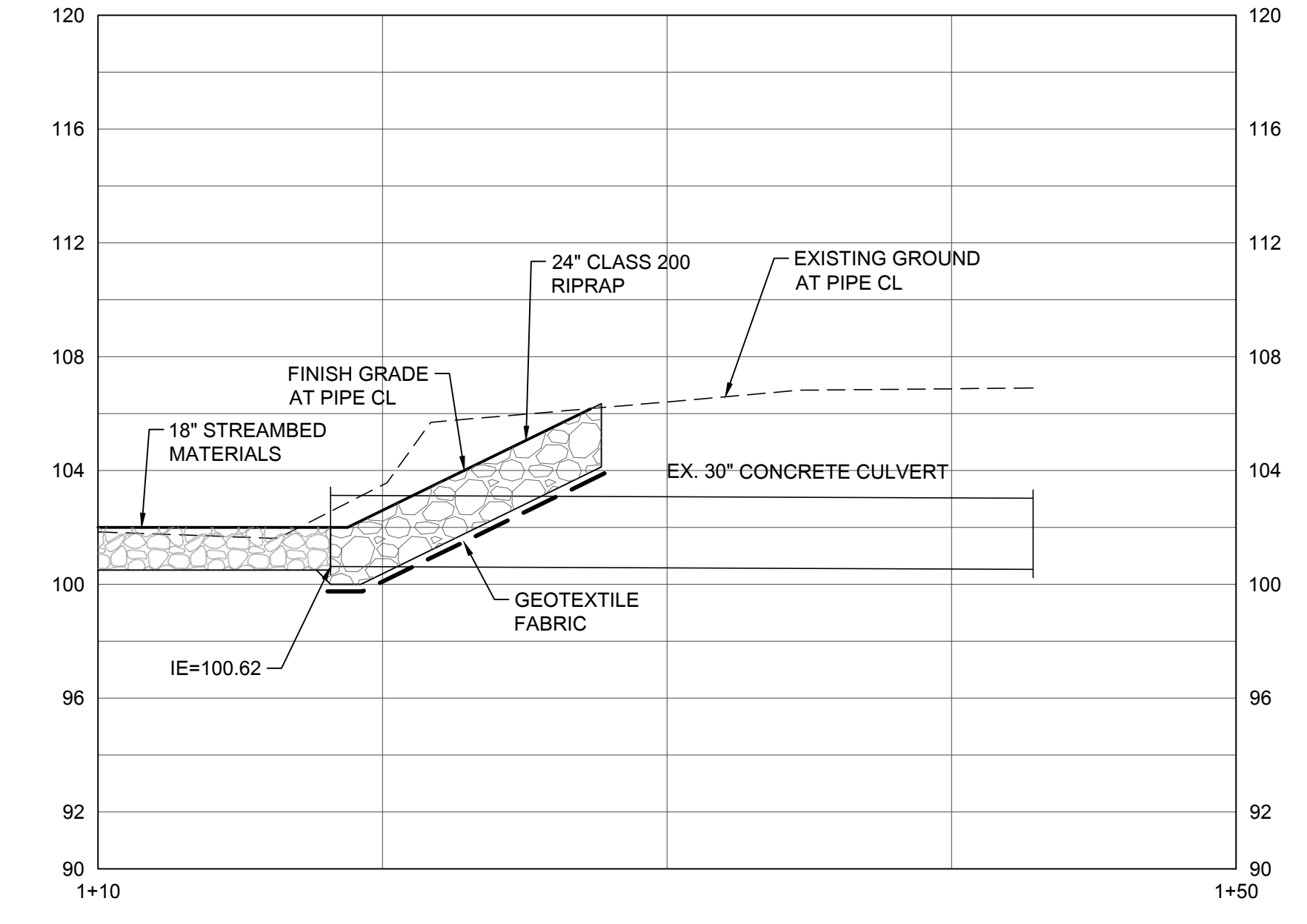
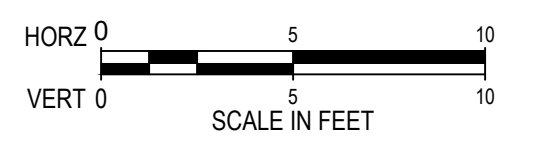
**KELLOGG CREEK UPSTREAM ENLARGEMENT**



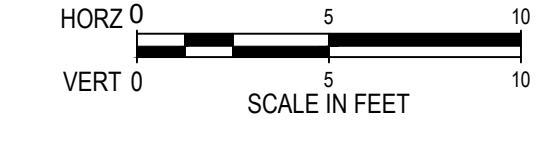
**SD-1**



**SD-3**



**SD-4**



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