



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 13, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Contract with Sierra Santa Fe Corporation for the Wilsonville Chip Seal Package. Total value is \$342,442.00. Funding is through County HB2017 Road Funds. No County General Funds are involved.

Previous Board Action/Review	07/11/2023: Request for consent		
Performance Clackamas	This project will provide strong infrastructure and ensure safe communities by maintaining the County’s existing road infrastructure.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jon Sparks	Contact Phone	503-650-3235

EXECUTIVE SUMMARY: This contract is for the Wilsonville Chip Seal Package which will resurface approximately 7.9 miles of roads in the Wilsonville area. These roads include Baker Rd, Morgan Rd, Tooze Rd, 145th Ave, Westfall Rd, and Malloy Way. Baker Rd is classified as minor arterial and the remainder of the roads are classified as rural local. The chip seal will consist of a medium grade chip rock followed by an oil based fog coat to help seal in the chip rock and provide a deep, rich black pavement surface color. Chip seal applications serve to seal the pavement cracks, restore lost flexibility to the pavement surface, provide additional life to the existing roadway, and help preserve the underlying pavement structure to minimize future maintenance costs.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on April 27, 2023. Bids were publicly opened on May 25, 2023. The County received three (3) bids: Sierra Santa Fe Corporation, \$342,442.00, One Way Trigger, LLC, \$401,880.53, and Doolittle Construction, LLC, \$378,900.70. After review of the bids, Sierra Santa Fe Corporation was determined to be the lowest responsive bidder.

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RECOMMENDATION: Staff recommends that the Board approve this public improvement contract with Sierra Santa Fe Corporation for the Wilsonville Chip Seal Package.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #8134

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Sierra Santa Fe Corporation**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: # 2023-44 Wilsonville Chip Seal Project

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **Three Hundred Forty-Two Thousand Four Hundred Forty-Two Dollars (\$342,442.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted for Alternates, as indicated in the accepted 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
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form
- Addenda 1-2

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Wilsonville Chip Seal Package Clackamas County Department of Transportation and Development Clackamas County, Oregon (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2021) referenced therein.

The Contractor shall comply 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 County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

2. Representatives.

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

Unless otherwise specified in the Contract Documents, the Owner designates Jon Sparks 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: Parker Zimmerly shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

Job Superintendent: Zach Zimmerly shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

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

SUBSTANTIAL COMPLETION DATE: September 30, 2023

FINAL COMPLETION DATE: December 31, 2023

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. Insurance Certificates and Required Performance and Payment Bonds.

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to the County Contract Analyst.

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in

addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have

a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

6. Responsibility for Damages/Indemnity.

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County 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, at law, or in

equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. 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.

9. 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.

10. 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.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
 - 11.1.1. \$ 700 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b)
- 11.2 Liquidated damages shall also include the following:
 - 11.2.1 \$500 per 15 minutes, or for a portion of 15 minutes, per lane as set forth in 00180.85(c)

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 County 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.

Signature page to follow.

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

Contractor DATA:

Sierra Santa Fe Corporation
P.O. Box 1058
Ridgefield, WA 98642

Contractor CCB # 144238 Expiration Date: 6/16/2024
Oregon Business Registry # 754753-85 Entity Type: FBC

State of Formation: Washington

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.

Sierra Santa Fe Corporation

Clackamas County




Authorized Signature Date 6/12/2023

Chair Date

David Zimmerly - President
Name / Title Printed

Recording Secretary

APPROVED AS TO FORM 06/28/2023


County Counsel Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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

**INVITATION TO BID #2023-44
Wilsonville Chip Seal Project
April 27, 2023**

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **Wilsonville Chip Seal Project** until **May 18, 2023, 3:00 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-C01010-00006713.

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: \$507,106.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at TWhitley@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.

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Asphalt Concrete Paving (ACP), and Temporary Traffic Control (TTC).**

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, April 5, 2023, which can be downloaded at the following web address: 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: # 2023-44 Wilsonville Chip Seal Project

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. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Asphalt Concrete Paving & Oiling (ACP), and Temporary Traffic Control (TTC).****
- 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:

ZOOM LINKS

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/85081361657>

Meeting ID: 850 8136 1657

One tap mobile

+13462487799,,85081361657# US (Houston)

+14086380968,,85081361657# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 876 9923 US (New York)
+1 646 931 3860 US
+1 689 278 1000 US
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 360 209 5623 US

Meeting ID: 850 8136 1657

Find your local number: <https://clackamascounty.zoom.us/j/85081361657>

**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.

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

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2023-44 Wilsonville Chip Seal Project

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.	
DOW BIDDER WILL SELF-PERFORM (GFE not required)	
102, 103, 106	

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.

LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Specialized Pavement Marking LLC Address 11095 SW Industrial Way City/St/Zip Tualatin, OR 97062 Phone# (503) 885-0420 OCCB# 238621	104	\$11,660.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Albina Asphalt/Armac Inc Address 801 Main St City/St/Zip Vancouver, WA 98660 Phone# (360) 816-8550 OCCB# 13 / 127428	Supply Emulsified Asphalt Fog Coat & Asphalt in Emulsified Chip Seal	\$24,705.88	<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"/>

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

Prime Contractor:
Project: # 2023-44 Wilsonville Chip Seal Project

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>>)	
Hill's Wet Blasting, LLC	104	5/3/2023			<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	\$20,800.00	Price and didn't perform entire scope of work wanted	
Green Sweep Asphalt Service	104	5/12/2023			<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			
DT Striping LLC	104		5/12/2023	No Answer	<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			
K & D Services	Traffic Control	5/10/2023			<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			
D & H Flagging	Traffic Control	5/15/2023			<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			
HQ Traffic Control	Traffic Control	5/17/2023			<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			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

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

Prime Contractor:

Project: # 2023-44 Wilsonville Chip Seal Project

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>>)	
Clark Moore Trucking, Inc.	Trucking	5/18/2023			<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			
Cutter Construction	Trucking	5/18/2023			<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			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2023-44 Wilsonville Chip Seal Project

We, Sierra Santa Fe Corporation, as "Principal,"
(Name of Principal)

and Merchants National Bonding Inc., an Iowa 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 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.) 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 5th day of May, 2023.

Principal: Sierra Santa Fe Corporation

By: [Signature]
Signature

PREIDENT
Official Capacity

Attest: [Signature]
Corporation Secretary

Surety: Merchants National Bonding Inc.

By: [Signature]
By: Attorney-In-Fact

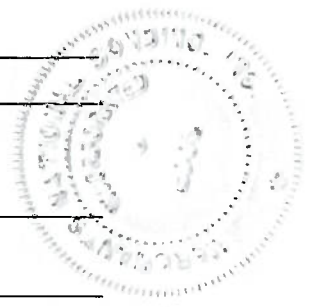
Chloe Lyons, Attorney-In-Fact
Name

PO Box 2808
Address

Portland, OR 97208

City State Zip

503-224-2500 503-224-9830
Phone Fax



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Choruby; Brent Olson; Casey Geske; Chloe Lyons; Christopher A Reburn; Gail A Price; Gloria Bruning; J Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O Forker; Richard W Kowalski; Sterling Drew Roddan; Vicki Mather

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

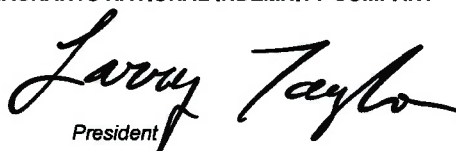
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

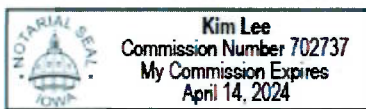



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

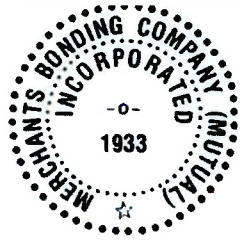



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of May, 2023.




Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2023-44 Wilsonville Chip Seal Project
BID CLOSING: May 18, 2023, 3:00 PM, Pacific Time
BID OPENING: May 18, 2023, 3:05 PM, Pacific Time

FROM: Sierra Santa Fe Corporation
Bidder's Name (must be full legal name, not ABN/DBA)

TO: https://bidlocker.us/a/clackamascounty/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
c. A corporation organized under the laws of the State of Washington
d. A limited liability corporation organized under the laws of the State of

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:

Three hundred thousand forty two four hundred forty Dollars (\$342,442.00) two and zero cents

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 2, 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 Wilsonville Chip Seal Package.

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:

Merchants National Bonding, Inc.
(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 144238. 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 Washington State Labor & Industries.

Policy No. 532,223-03, 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>Parker Zimmerly</u>	Cell Phone: <u>(360) 597-5864</u>
Project Manager: <u>Paul Zimmerly</u>	Cell Phone: <u>(360) 931-0694</u>
Job Superintendent: <u>Zach Zimmerly</u>	Cell Phone: <u>(503) 522-7200</u>
Project Engineer: <u>N/A</u>	Cell Phone: <u>N/A</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>Sierra Santa Fe Corporation</u>
ADDRESS	<u>P.O. Box 1058</u> <u>Ridgefield, WA 98642</u>
TELEPHONE NO	<u>(360) 887-2222</u>
EMAIL	<u>Info@SierraSantaFe.com</u>
SIGNATURE 1)	_____
	Sole Individual
or 2)	_____
	<u>Partner</u>
or 3)	_____
	<u>Authorized Officer or Employee of Corporation</u>

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

Worksite #1 - WILSONVILLE PROJECT (PLAN SHEETS 2-3)						
Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
1	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	LS	1	\$5,000.00	\$5,000.00
2	00210	MOBILIZATION	LS	1	\$18,214.35	\$18,214.35
3	00290	POLLUTION CONTROL PLAN	LS	1	\$3,000.00	\$3,000.00
TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL						\$25,016.55
ROADWORK						
4	00310	REMOVAL OF PAVEMENT MARKINGS	LS	1	\$13,500.00	\$13,500.00
ROADWORK-SUBTOTAL						\$13,500.00
WEARING SURFACES						
5	00705	EMULSIFIED ASPHALT FOG COAT	TON	52	\$900.00	\$46,800.00
6	00710	APPLICATION OF EMULSIFIED ASPHALT CHIP SEAL	SY	102,539	\$1.35	\$138,427.65
7	00710	ASPHALT IN EMULSIFIED ASPHALT CHIP SEAL	TON	235	\$500.00	\$117,500.00
WEARING SURFACES - SUBTOTAL						\$302,727.65
WILSONVILLE CHIP SEAL PACKAGE TOTAL						\$342,442.00

Total Price Three hundred Forty Two Thousand Four Hundred Forty Two Dollars and
Zero Cents

Name of Firm Sierra Santa Fe Corporation

Name (Print) David Zimmerly

Signature  5/25/2023
 Date

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2023-44 Wilsonville Chip Seal Project**

BID OPENING: May 18, 2023, 3:00 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.	<u>Specialized Pavement Marking LLC</u>	<u>\$11,660.00</u>	<u>Striping removal</u>
2.	<u>Albina Asphalt/Armac Inc</u>	<u>\$24,705.88</u>	<u>Oil Distribution</u>
3.	<u>_____</u>	<u>_____</u>	<u>_____</u>
4.	<u>_____</u>	<u>_____</u>	<u>_____</u>
5.	<u>_____</u>	<u>_____</u>	<u>_____</u>
6.	<u>_____</u>	<u>_____</u>	<u>_____</u>

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: Sierra Santa Fe Corporation

Bidder Signature:  _____ Phone # (360) 887-2222



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 100100783
Solicitation: #2023-44
Project Name: Wilsonville Chip Seal Project

Merchants National Bonding, Inc. (Surety #1) Bond Amount No. 1: \$342,442.00
NA (Surety #2)* Bond Amount No. 2: \$ NA
Total Penal Sum of Bond: \$ 342,442.00

We, Sierra Santa Fe Corporation 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 Clackamas County, the sum of (Total Penal Sum of Bond) Three Hundred Forty-Two Thousand Four Hundred Forty-Two and 00/100 (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 Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; 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 Clackamas County and its 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 Clackamas County, 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 14th day of June, 2023.


PRINCIPAL: Sierra Santa Fe Corporation

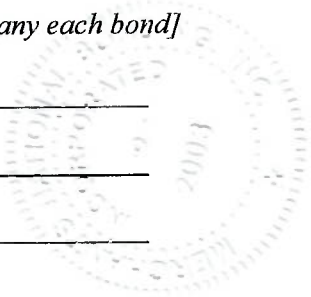
By: 
Signature
President
Official Capacity
Attest: 
Corporation Secretary

SURETY: Merchants National Bonding, Inc.

[Add signatures for each if using multiple bonds]

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

Leticia Romano, Attorney-In-Fact
Name

Signature
PO Box 2808
Address
Portland, OR 97208
City State Zip
503-224-2500 503-224-9830
Phone Fax



MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Choruby; Brent Olson; Casey Geske; Chloe Lyons; Christopher A Reburn; Gail A Price; Gloria Bruning; J Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O Forker; Richard W Kowalski; Sterling Drew Roddan; Vicki Mather

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

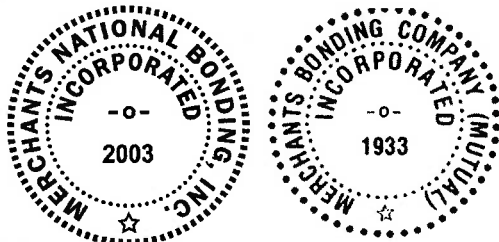
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

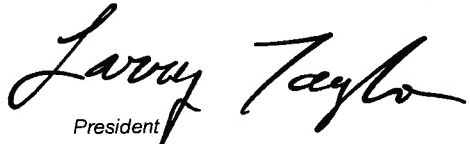
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

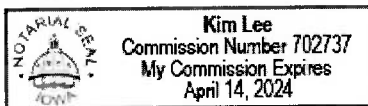


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

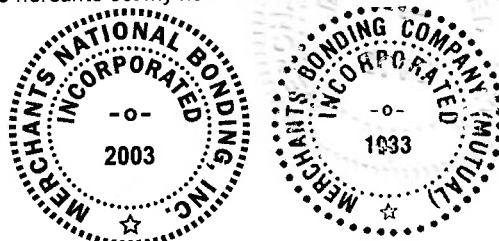



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of June, 2023.




Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 100100783

Solicitation: #2023-44

Project Name: Wilsonville Chip Seal Project

Merchants National

Bonding, Inc. (Surety #1)

NA (Surety #2)*

* If using multiple sureties

Bond Amount No. 1: \$ 342,442.00

Bond Amount No. 2:* \$ NA

Total Penal Sum of Bond: \$ 342,442.00

We, Sierra Santa Fe Corporation, 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 Clackamas County, the sum of (Total Penal Sum of Bond) Three Hundred Forty-Two Thousand Four Hundred Forty-Two and 00/100 (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 Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; 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 Clackamas County and its 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 Clackamas County 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 Clackamas County 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 14th day of June, 2023.

PRINCIPAL: Sierra Santa Fe Corporation

By: [Signature]
Signature

President
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: Merchants National Bonding, Inc.

[Add signatures for each if using multiple bonds]

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

Leticia Romano, Attorney-In-Fact
Name

[Signature]
Signature

PO Box 2808
Address

Portland, OR 97208

City State Zip

503-224-2500 503-224-9830

Phone Fax

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew Choruby; Brent Olson; Casey Geske; Chloe Lyons; Christopher A Reburn; Gail A Price; Gloria Bruning; J Patrick Dooney; Joel Dietzman;
Justin Cumnock; Leticia Romano; Philip O Forker; Richard W Kowalski; Sterling Drew Roddan; Vicki Mather

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

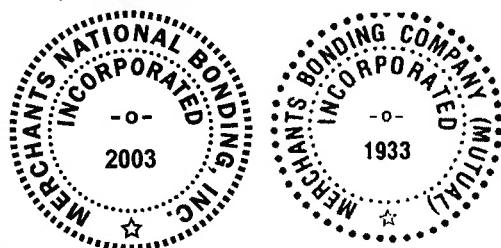
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

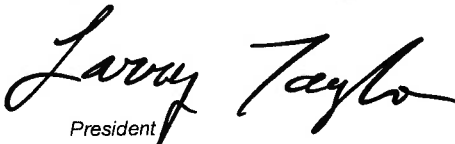
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

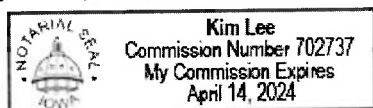


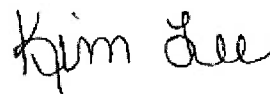
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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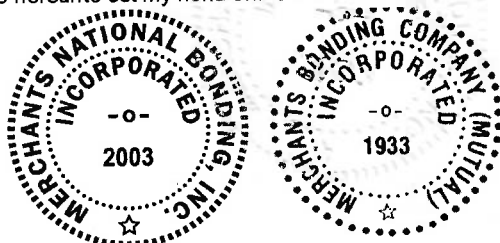



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of June, 2023.




Secretary



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

PROJECT: #2023-44 Wilsonville Chip Seal Project

Project Background:

The Wilsonville Package is a Chip Seal Project. This contract will resurface 7.9 miles of roads in the Wilsonville area.

This contract will resurface a portion of Baker Road between the County line and Morgan Road. This portion of Baker Road is classified as a rural local.

This contract will also resurface a portion of Baker Road between Morgan Road and Bell Road. This portion of Baker Road is classified as a rural minor arterial.

This contract will also resurface a portion of Morgan Road between Baker Road and Tonquin Road. This portion of Morgan Road is classified as a rural local.

This contract will also resurface a portion of Tooze Road between McConnell Road and Westfall Road. This portion of Tooze Road is classified as a rural local.

This contract will also resurface a portion of 145th Avenue between Westfall Road and Tooze Road. This portion of 145th Avenue is classified as a rural local.

This contract will also resurface a portion of Westfall Road between Baker Road and 145th Avenue. This portion of Westfall Road is classified as a rural local.

This contract will also resurface a portion of Malloy Way between Tooze Road and Grahams Ferry Road. This portion of Malloy Way is classified as a rural local.

This contract will include, but not be limited to: placing approximately 102,539 square yards of Chip Seal with County furnished aggregate in the Wilsonville area; removing existing striping, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Engineers Estimate: \$507,106.00

Key Dates:

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

Substantial Completion: September 30, 2023

Final Completion: December 31, 2023

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications.

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

SPECIAL PROVISIONS FOR WILSONVILLE CHIP SEAL PACKAGE, dated 2023 (31 Pages)

WILSONVILLE CHIP SEAL PACKAGE, Drawing Set, Sheets No. 1-4 (4 Pages)

SPECIAL PROVISIONS
FOR
WILSONVILLE CHIP SEAL PACKAGE

**CLACKAMAS COUNTY DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT**

CLACKAMAS COUNTY, OREGON

**ASPHALT CONCRETE PAVING AND OILING (ACP – CHIP SEAL/FOG COAT)
& TEMPORARY TRAFFIC CONTROL (TTC)**

2023



WILSONVILLE CHIP SEAL PACKAGE

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CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

WILSONVILLE CHIP SEAL PACKAGE

PROFESSIONAL OF RECORD CERTIFICATION(s):

<p>Seal w/signature</p>  <p>Expires 06/30/2023</p>	<p>I certify the Special Provision Sections listed below are applicable to the design for the Webster Area Paving Package.</p> <p>Sections: 00210, 00220, 00221, 00280, 00290, 00310, 00705, 00710</p>
<p>Date Signed: 04/07/2023</p>	

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SPECIAL PROVISIONS

WORK TO BE DONE

WILSONVILLE CHIP SEAL PACKAGE, CLACKAMAS COUNTY, OREGON

The Wilsonville Package is a Chip Seal Project.

This contract will include, but not be limited to: placing approximately 102,539 square yards of Chip Seal with County furnished aggregate in the Wilsonville area; removing existing striping, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The project estimate for this contract is \$507,106.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

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

CLASS OF PROJECT

This is a Clackamas County Project and it is **not** federally funded.

CLASS OF WORK

Asphalt Concrete Paving & Oiling (ACP – Chip Seal/Fog Coat)

Temporary Traffic Control (TTC)

Section 00110 – Organization, Conventions, Abbreviations and Definitions

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

00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits

Add the following to the first bullet (Statutes and Rules):

- Clackamas County’s Local Contract Review Board (LCRB) Rules are accessible online on the County’s website <https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>.

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

- Bid Locker
<https://bidlocker.us/a/clackamascounty/BidLocker>
- Clackamas How to Bid Vendor’s Guide
<https://www.clackamas.us/how-to-bid-on-county-projects>
- OregonBuys
<https://oregonbuys.gov/bsol/>
- Oregon Temporary Traffic Control Handbook
<https://www.oregon.gov/odot/engineering/pages/ottch.aspx>
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
<https://mutcd.fhwa.dot.gov/>

00110.10 Abbreviations

Add the following:

CCDA -	Clackamas County Development Agency
DTD -	Clackamas County Department of Transportation and Development
LCRB -	Local Contract Review Board
ODFW -	Oregon Department of Fish and Wildlife
UNS -	Utility Notification System
WES -	Water Environment Services of Clackamas County

00110.20 Definitions-Add the following to this subsection:

Agreement Form – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

Amendment – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

Approved Equal - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

Award – Same as “Notice to Intent to Award”.

BCC – The Clackamas County Board of County Commissioners

Bid - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

Bid Closing - The date and time for Bid Closing is the same as the date and time for Bid Opening.

Bid Documents- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2021 edition.
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

Bonds -The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

Change Order - A price agreement for Extra Work, Changed Work, field directives or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor’s designated representative.

Contract - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

Contract Documents - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

County - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Department – A subdivision of the Agency.

Engineer - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

Invitation to Bid - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

Legal Holiday - As defined in ORS 279C.540.

Lump Sum - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

Notice of Intent to Award - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

ODOT Procurement Office – Clackamas County Procurement Division.

Owner – Synonymous with Agency.

Plan Holder's List – A list of contractor's names, contact names, phone and fax numbers that the County's Purchasing Department creates during bidding of the Project.

Project Manager – The Owner's representative who directly supervises the engineering and administration of the contract.

Shop Drawings – Synonymous with Working Drawings.

Solicitation Document – Synonymous with Bid Documents.

Standard Drawings – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

Standard Specifications - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by **the Agency**.

State - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "Clackamas County", "State of Oregon", or "ODOT" as applicable because of context.

Work Day - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

END OF SECTION

Section 00120 – Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete and replace with the following:

See Instructions to Bidders.

00120.01 General Bidding Requirements – Delete and replace with the following:

See Instructions to Bidders.

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Delete and replace with the following:

See Notice of Public Improvement Contract and Instructions to Bidders.

Copies of the 2021 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

http://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Delete the third paragraph.

00120.17 Use of Agency-Owned Land for Staging or Storage Areas – Add the following:

If no County-owned adjacent property is available for the Contractor, no changes here are necessary. If there is County-owned adjacent property but it won't be available, a specific restriction should be mentioned in 00120.17 (b) and (c).

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids -

Delete and replace with the following:

See Instructions to Bidders.

00120.40 Preparation of Bids – Delete and replace this section with the following:

See Instructions to Bidders.

00120.45 Submittal of Bids - Delete and replace with:

See Instructions to Bidders.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.70 Rejection of Nonresponsive Bids – Delete and replace with the following:

See Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

END OF SECTION

Section 00130 – Award and Execution of Contract

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

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Delete and replace with the following:

See Instructions to Bidders.

00130.15 Right to Protest Award – Delete and replace with the following:

See Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2021 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.

- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

00130.40 Contract Submittals - Delete and replace with the following:

See Instructions to Bidders.

00130.70 Release of Bid Guaranties – Delete and replace with the following:

See Instructions to Bidders.

END OF SECTION

Section 00140 – Scope of Work

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

00140.30 Agency-Required Changes in the Work – Replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

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

00140.31 "As-Built" Records - Add the following section:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.

- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

END OF SECTION

Section 00150 – Control of Work

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

00150.00 Authority of the Engineer – Delete and replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

00150.05 Cooperative Arrangements – Delete this section.

00150.10 Coordination of Contract Documents

(a) Order of Precedence – Delete this section and replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;

- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

00150.50 Cooperation with Utilities: Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

00150.50(c) Contractor Responsibilities – Add the following to the bulleted list:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after Contract is awarded to verify all Utilities involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Maintain and re-establish utility location marks according to OAR 952-001-0090(3)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Determine the exact location before excavating within the tolerance zone according to OAR 952-001-0090(3)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility; and
- In addition to the notification required in OAR 952-001-0090(6), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

00150.70 Detrimental Operations – Add the following:

Portions of this project might be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer videotape showing private property, if any, which may be disturbed during construction.

END OF SECTION

Section 00160 – Source of Materials

Comply with Section 00160 of the Standard Specifications.

END OF SECTION

Section 00165 – Quality of Materials

Comply with Section 00165 of the Standard Specifications modified as follows:

00165.04 Costs of Testing – Replace this section with the following sentence: All testing required to be performed by the Contractor will be at the Contractor's expense.

00165.10(a) Field-Tested Materials – Add the following sentence: The County follows the most current version of the MFTP on its projects:

00165.10(b) Nonfield-Tested Materials - Add the following sentence:

The County follows the most current version of the NTMAG on its projects.

END OF SECTION

Section 00170 – Legal Relations and Responsibilities

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.00 General - Replace the first sentence of the first paragraph in this section with the following:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders, and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work.

00170.02 Permits, Licenses, and Taxes – Add the following:

This project is to be constructed in Clackamas County road right of way and streets. There are no separate road opening permits required from Clackamas County to perform the work required under this contract.

00170.61(a) Workers' Compensation - In the paragraph, replace "00170.70(d)" with "the Agreement".

Add the following subsection:

00170.67 Fees - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000	\$2,000,000
Commercial Automobile Liability	\$1,000,000	(aggregate limit not required)
Pollution Liability	\$1,000,000	\$2,000,000

00170.70(d) Additional Insured - Add the following paragraph at the beginning of the section and add the bullets to the end of this subsection:

The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and their respective officers, agents, and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract.

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.70(h) Agency Acceptance – Delete the paragraph in this section and replace with the following:

All insurance and insurance providers are subject to Agency acceptance. In addition, all of the following are subject to Agency acceptance and, if requested by Agency, the Contractor shall provide complete copies of the following to Agency’s representatives responsible for verification of the insurance coverages required by the Contract: insurance policies, endorsements, self-insurance documents and related insurance documents.

00170.70(k) Builder’s Risk Installation Floater – Delete the paragraph in this section and replace with the following:

If specified by Special Provision, the Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, Builder’s Risk Installation Floater Insurance covering the Contractor’s Materials and Equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contractor’s Equipment, Materials, or fixtures to be installed, in-transit, or stored off-site during the performance of the Contract. This insurance shall include as loss payees the Agency, State of Oregon, the building or structure owner, the Contractor and Subcontractors as their interests may appear.

00170.72 Indemnity/Hold Harmless – Delete and replace with the following:

Clackamas County Public Improvement Contract.

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

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

00170.79 Third Party Beneficiary – Replace the text of this section with the following:

- Third-party beneficiaries to the Contract include the Oregon Department of Transportation and its officers, agents, and employees.

00170.85(b-1) Contractor Warranty for Specific Items – This subsection does not apply:

END OF SECTION

Section 00180 – Prosecution and Progress

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due Under the Contract - Delete first bulleted item.

00180.21(a) Subcontracting - Add the following subsection (a):

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

00180.40 Limitation of Operations - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

00180.40(b) On-Site Work - Add the following paragraph to the end of the subsection:

The Contractor shall not begin On-Site Work before July 1, 2023, unless approved by the Engineer.

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Cooperation with Other Contractors	00150.55
Railway Work	00170.01(e)
On-Site Work	00180.40(b)
Contract Completion Time	00180.50(h)
Right-of-Way and Access Delays	00180.65
Traffic Lane Restrictions	00220.40(e)
Special Events	00220.40(e)
In-water Work Restrictions	00290.34(a)
Noise Control	00290.32
Maintenance Under Traffic	00620.43
Opening Sections to Traffic.....	00744.51
Opening Sections to Traffic	00745.51

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

00180.41 Project Work Schedules – Add the following:

A Type B schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following

three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project sites.

00180.42 Preconstruction Conference - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video recording of private properties affected by construction per 00150.70.
A representative of each subcontractor shall be required to attend the pre-construction conference.

A representative of each subcontractor shall be required to attend the pre-construction conference.

00180.43 Commencement and Performance of Work - Add the following bullet item:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- The Contractor shall minimize impacts to school bus routes. If work will impact a school bus route, the Contractor shall notify and coordinate with the appropriate school district prior to starting work.
- At the time Substantial Completion is reached, the Contractor shall submit a Notice of Substantial Completion.

Add the following subsection:

00180.50(h) Contract Time - Complete all Work to be done under the Contract not later than September 30, 2023.

00180.70 Suspension of Work - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.85(b) Liquidated Damages - Add the following paragraphs:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$700 per Calendar Day *.

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

Add the following subsection:

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

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

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

END OF SECTION

Section 00190 – Measurement of Pay Quantities

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20(a) Contractor to Provide Vehicle Weigh Scales: Delete and replace the last paragraph in this section with the following:

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; for electronic weigh memo system(s); and for transporting Materials to the scales or to check weighing.

00190.20(f)(1) Scale with Automatic Printer: Delete and replace the first sentence in this section with the following:

If the scales have an automatic weigh memo printer or an approved electronic weigh memo system that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures.

00190.20(f)(1) Scale with Automatic Printer: Delete and replace the last bullet in this section with the following:

- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of the vehicle and weigh technician. If approved by the Engineer an electronic weigh memo system may be used. Requests to use an electronic weigh memo system shall be submitted to the Engineer according to 00150.37, providing sufficient detail for the Engineer to perform an evaluation. If approved, the Contractor shall provide training, technical support, reports, and weigh memo information to the Engineer at no additional cost to the Agency. The electronic weigh memo system shall be:
 - Capable of recording and securely retaining the same required "weigh memo" information identified above. For retention see 00170.07(c).
 - Fully integrated with the provided weigh scale system.
 - Designed in such a way that the data electronically read from scales cannot be altered by the Contractor, Subcontractor, Supplier, Engineer, or other system users.
 - Designed to allow the Engineer remote access to all the weigh memo data in real-time and allow the Engineer to add comments to the individual weigh memo regarding waste, temperature, stations, yield or other information. The system shall identify the system user or individual that adds comments to the electronic weigh memo or otherwise access the system. The Contractor shall provide the Engineer a means to access the data if the Engineer cannot use an Agency provided hand held device for access.
 - Capable of providing all the weigh memo information, including any added comments, in an electronic data file the Engineer can easily access without proprietary software.

00190.20(g) Agency-Provided Weigh Technician: Delete and replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

00190.30 Plant Scales: Add the following sentence after the bulleted list:

If approved by the Engineer an electronic weigh memo system may be used in place of a printer system. See 00190.20(f)(3).

END OF SECTION

Section 00195 – Payment

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.10 Payment for Changes in Material Costs - Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

00195.12 Steel Material Price Escalation/De-Escalation Clause – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

00195.20(b) Significant Changed Work – Add the following:

Significant is defined as:

- a) An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b) An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

00195.50(a) Progress Payments - Delete and replace the last sentence in the second paragraph as follows:

All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors and Suppliers, the Contractor assumes all risk and bears any losses that result.

00195.50(a)(1) Progress Estimates - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

(2) Value of Material on Hand - Delete the section and replace with the following:

(2) Value of Material on Hand - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

(4) Limitations on Value of Work Accomplished - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

00195.50 (b) Retainage - Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

00195.50(c) Forms of Retainage – Delete first paragraph and replace with:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). "Cash, Alternate A" or "Cash, Alternate B" (Retainage Surety Bond) are the Agency-preferred forms of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) "Cash, Alternate B (No Interest Earned). If the Agency incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the Agency may recover such costs from the Contractor by a reduction of the final payment.

Delete and replace paragraph (2) with the following:

(2) Cash, Alternate B (No Interest Earned) – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

00195.50(d) Release of Retainage – Delete this section and replace with the following:

(d) Release of Retainage - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor

of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

END OF SECTION

Section 00196 – Payment for Extra Work

Comply with Section 00196 of the Standard Specifications modified as follows:

00196.91 Extra Work Allowance – Add the following section:

The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

END OF SECTION

Section 00197 – Payment for Force Account Work

Comply with Section 00197 of the Standard Specifications.

END OF SECTION

Section 00199 – Disagreements, Protests and Claims

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - Replace the entire section with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

(a) Engineer Claim Review - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

(b) Director Claim Review - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

(c) Commencement of Litigation - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

00199.60 Review of Determination Regarding Records - Delete the entire section.

END OF SECTION

SECTION 00210 – Mobilization

Comply with Section 00210 of the Standard Specifications.

END SECTION

Section 00220 – Accommodations for Public Traffic

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

00220.03 Work Zone Notifications - Add the following to the end of this subsection:

When work is performed in residential areas, the Contractor shall prepare and deliver door-hanger notifications to properties surrounding the streets to be slurry sealed. Door-hangers shall be marked with the dates and times that the street would be significantly affected. Door-hangers shall be delivered 48 to 72 hours before traffic would be significantly impacted on that street. In the event of a significant schedule change, door-hangers shall be redelivered with the revised work dates/times 24 hours before significant street impacts. Work may be not allowed if timely notification has not been provided.

Notify emergency services, school districts, police department(s), fire department(s), TriMet, and garbage and recycling services 10 calendar days in advance of street closures.

00220.40 General Requirements - Add the following:

(e) Lane Restrictions – This project must remain open to traffic during non-work hours. The appropriate road surface and road width will be evaluated by the Project Manager each evening prior to allowing the traveling public thru the project site without continuous traffic control. If unsafe conditions exist, contractor must correct the problem or provide continuous traffic control at his own expense.

(1) Closed Lanes – Replace all bullets with the following:

- Monday through Friday 7:00 a.m. to 6:00 p.m.

Traffic control devices at a physical street closure point shall include Type II barricades spaced at a maximum of 3-feet apart across the full width of the roadway with “NO PARKING OR DRIVING” signage and link chain or rope with yellow caution tape connecting the barricades. Where necessary as directed and approved by the Inspector, the contractor shall spread a thin pathway of sand across the fresh slurry at pedestrian crossings and high pedestrian traffic street intersection to allow pedestrians to cross perpendicular to the mat. Any damage to the uncured slurry shall be repaired at no cost to the Contracting Agency. Additional traffic control devices may be required as part of the Contractors overall traffic control plan.

The Contractor must obtain the Engineer’s approval of a traffic control, signage, and detour plan for each street at least 14 days before any closure begins.

The Engineer reserves the right to impose additional lane restrictions depending on observed traffic conditions. The Engineer and/or inspector may order immediate stoppage of work and restoration of normal traffic patterns at any time if, in their judgment, such action is necessary to reduce excessive delays and/or protect public safety.

00220.60(a)(2) Division Responsibility - Delete this subsection.

END SECTION

SECTION 00221 – Common Provisions for Work Zone Traffic Control

Comply with Section 00221 of the Standard Specifications supplemented and/or modified as follows:

00221.02 General Requirements - Add the following to the end of this subsection:

Work that will restrict or interrupt traffic movement shall not be performed on opposite sides of the traveled way at the same time unless prior written approval has been obtained from the Engineering Manager. Contractor shall place temporary, flexible yellow pavement markers with bi-directional reflective surfaces, also known as "Stick n Stomps" at a rate of one per every 30-40 horizontal feet along tangent sections of the road, and at a rate of one per 25-30 feet horizontal along horizontal curves in the road. Contractor shall place temporary flexible white pavement markers also known as "Stick n Stomps" at a rate of one per every 3 feet along the length of pre-existing stopbars.

00221.61 Signs and Other Existing Traffic Control Devices - Add the following to the end of this subsection:

When existing signing conflicts with temporary signing installed on the project, the conflicting existing signs shall be covered with appropriate short-term covers until the temporary signs are removed.

(a) **No Parking Signs** – Temporary signs used to identify future no parking areas shall be constructed of a rigid and waterproof material, mounted on portable sign stands (e.g., Type I barricade), and shall follow the template below (or equivalent notification reviewed and approved by the County). Signage shall be furnished and placed by the Contractor 72 hours prior to scheduled work.



00221.89 Measurement, Method “C” – Under this method, no measurement of quantities will be made.

00221.99 Payment, Method “C” – Incidental Basis – When the Contract Schedule of Items does not indicate payment for work zone traffic control will be considered and no separate payment will be made.

END OF SECTION

Section 00280 – Erosion and Sediment Control

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

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

END OF SECTION

Section 00290 – Environmental Protection

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

00290.30(b) Pollution Control Plan - Replace the paragraph that begins “Develop and submit a PCP...” with the following:

Develop a PCP using ODOT Form 734-2445 and submit it for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

Delete the paragraph that begins “A Pollution Control Plan...”.

END OF SECTION

Section 00310 – Removal of Structures and Obstructions

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

00310.91 Lump Sum Basis - Add the following: Add the following pay item to the pay item list:

Pay Item	Unit of Measurement
(c) Removal of Pavement Markings.....	Lump Sum

Item (c) includes all work associated with removing existing pavement markings, legends, and bars within the proposed chip seal limits according to 00310 and 00706.41(g).

END OF SECTION

Section 00705 - Emulsified Asphalt Fog Coat

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

00705.00 Scope – Replace the subsection with the following:

This work consists of applying emulsified asphalt fog coat to a chip seal surface.

00705.43(b) Fog Coats – Replace the work “Engineer” with “Contractor”.

00705.80 Measurement – Delete the last sentence.

00705.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

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

Pay Item	Unit of Measurement
(b) Emulsified Asphalt in Fog Coat	Ton

Item (a) includes water required to dilute the Emulsified Asphalt, according to 00705.11(c)

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

When the Contract Schedule of Items does not indicate payment for work under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this work is required.

END OF SECTION

Section 00710 - Single Application Emulsified Asphalt Chip Seal

Comply with Section 00710 of the Standard Specifications modified as follows:

00710.00 Scope - Add the following after the first sentence:

Provide medium graded chip seal design type for this Project using Agency provided aggregate.

00710.10 Aggregates - Replace the first sentence with the following:

The County will provide the Contractor with medium graded chip aggregate that meets the requirements of this subsection.

00710.10(h) Taking Aggregates from Agency Stockpiles - Add the following sentence at the end of the paragraph:

The County will stockpile aggregate at one location, near 9101 SW 5th Street, Wilsonville, OR (45.297639, -122.770480).

00710.11 Emulsified Asphalt - replace the subsection with the following:

Furnish either a PMCRS-2H or CRS-3P Polymer-Modified Emulsified Asphalt for this Project. The Contractor shall select which emulsion to use based on the roadway condition, ambient temperature, tree cover, and other applicable factors. The emulsified asphalt and emulsified

asphalt residue shall meet the requirements of ASTM D 977, AASHTO M 140, ASTM D 2397, and AASHTO M 208 for emulsion.

00710.11(a) Acceptance of Emulsified Asphalt - Replace subsection with the following:

Furnish a PMCRS-2H Polymer-Modified Emulsified Asphalt meeting the following requirements when tested according to AASHTO T59:

Viscosity, Staybolt Furol, 77°F (25°C), sfs.....	100-400
Storage Stability, 24 hours	1.0 maximum
Sieve, %	0.3 maximum

The residue shall meet the following specifications:

Residue from Distillation 350°F (177°C), Weight %	65 minimum
Torsional Recovery, %	18 minimum
Penetration in dmm, 77°F (25°C), 100g, 5s	40-90
Solubility in Trichlorethylene, %	97.5 minimum

Furnish a CRS-3P Polymer-Modified Emulsified Asphalt meeting the following requirements when tested according to AASHTO T59:

Viscosity, Staybolt Furol, 77°F (25°C), sfs.....	100-400
Storage Stability, 24 hours	1.0 maximum
Sieve, %	0.1 maximum

The residue shall meet the following specifications:

Residue from Distillation, Weight %	65 minimum
Elastic Recovery 77°F (25°C), %	50 minimum
Elastic Recovery 50°F (10°C), %	58 minimum
Penetration in dmm, 77°F (25°C), 100g, 5s	90-150
Solubility in Trichlorethylene, %	97.5 minimum

00710.15 Aggregate Production Quality Control - Replace the subsection with the following:

The Agency will furnish aggregate that meets the quality control requirements according to Section 00165.

00710.16 Acceptance of Aggregate - Replace the subsection with the following:

The Contractor is responsible for accepting the aggregate. Quality control tests shall conform to Section 00165.

00710.40 Season and Weather Limitations - In the sentence that begins "Complete the application of...", replace the words "3 hours" with the words "4 hours".

In the sentence that begins "The placing of single...", replace "August 21" with "September 30".

00710.41 Rate of Progress and Scheduling – Replace the second sentence with “Provide a traffic control plan for approval by the Engineer.

Add the following after the first paragraph:

00710.41(a) Notification - Homeowners and businesses affected by the construction shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be in the form of a written posting, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

00710.44 Application Rates - In the last sentence, replace the word "Engineer" with the word "Contractor".

00710.45 Applying Emulsified Asphalt - In the third bullet, replace the words "3 hours" with the words "4 hours".

00710.60 Power Brooming - In the paragraph that begins "Following the application of...", replace the first sentence with the following sentence:

Within 24 hours of curing, but no later than 12 p.m. the day following the chip seal application, carefully broom the entire surface, unless brooming damages the surface, to remove loose aggregate that could damage vehicles.

00710.80 Measurement – Delete the first and last sentence. Add the following paragraph to the end of this subsection:

The quantity of emulsified asphalt chip seal will be measured on an area basis.

00710.90 Payment – Replace this subsection, except for the subsection number and title, with the following:

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

Pay Item	Unit of Measurement
(a) Application of Emulsified Asphalt Chip Seal	Square Yards
(b) Asphalt in Emulsified Asphalt Chip Seal	Tons

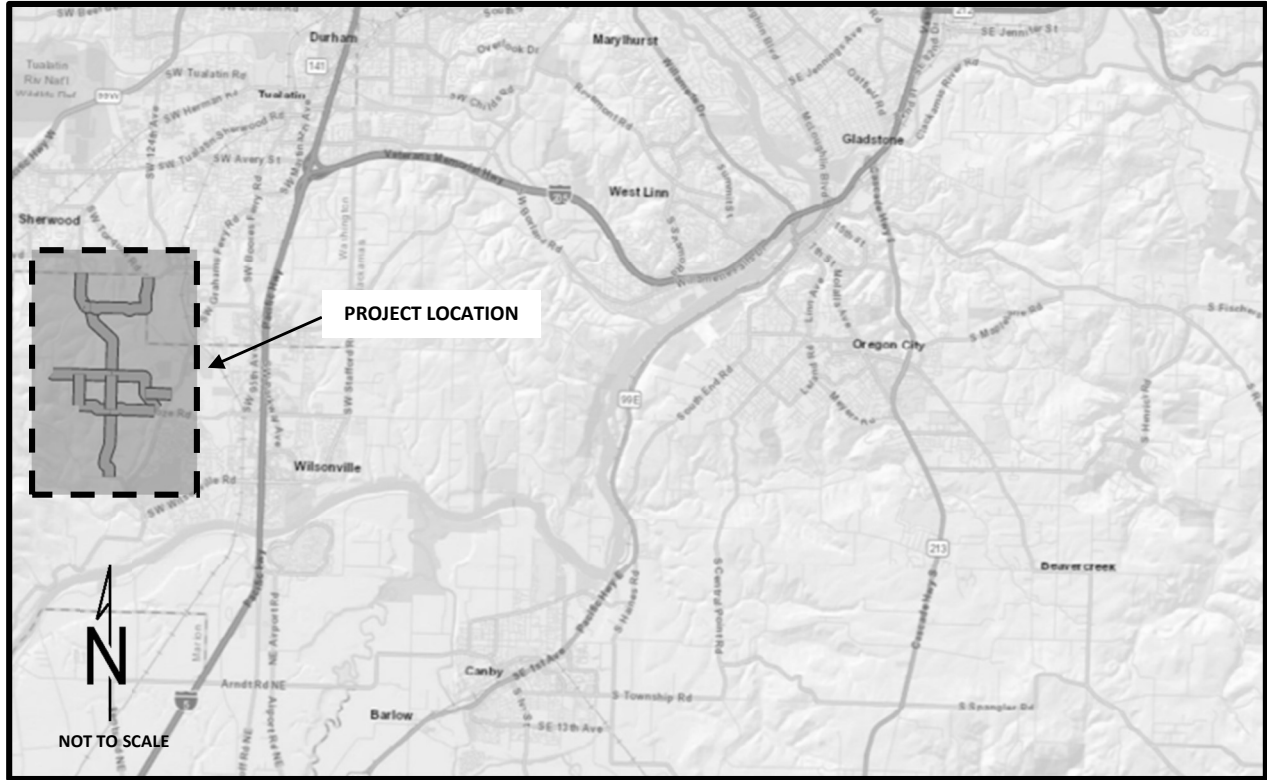
Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

When the Contract Schedule of Items does not indicate payment for work under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this work is required.



CLACKAMAS COUNTY, OREGON

WILSONVILLE CHIP SEAL PROJECT



LOCATION MAP

PROJECT CONTACTS

OWNER
CLACKAMAS COUNTY

INDEX OF SHEETS

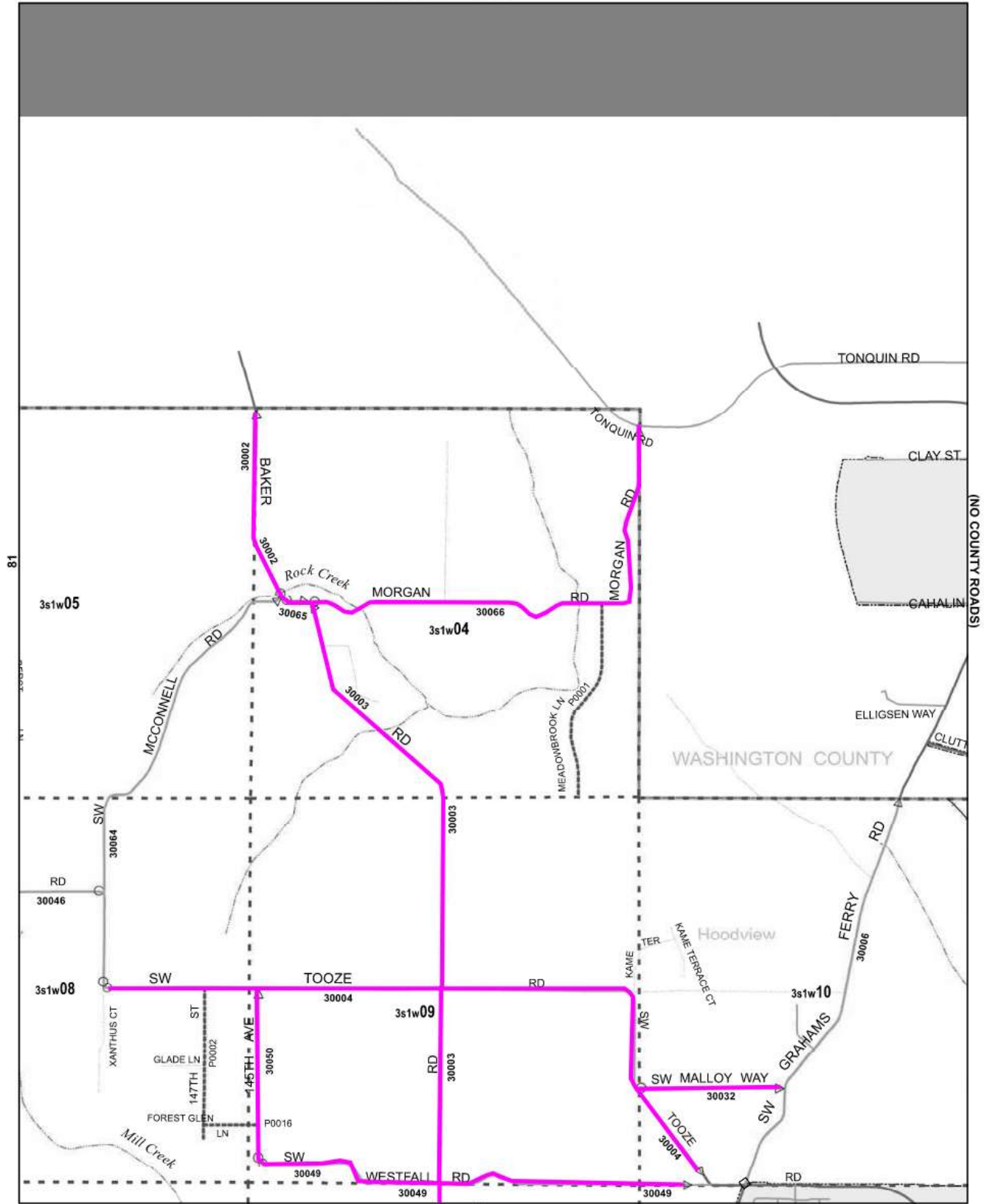
NO.	DESCRIPTION
01	COVER
02	PLAN SHEET
03	PLAN SHEET
04	QUANTITIES

GENERAL NOTES

1. THE 2021 EDITION OF THE OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION BY THE OREGON DEPARTMENT OF TRANSPORTATION AND THE AMERICAN PUBLIC WORKS ASSOCIATION OREGON CHAPTER WILL BE CONSIDERED THE STANDARD SPECIFICATION.
2. PROJECT LIMIT LOCATIONS SHOWN ON ENGINEERING DRAWINGS ARE APPROXIMATE. THE EXACT LOCATION OF PROJECT LIMITS WILL BE PAINTED OUT.
3. CONTRACTOR SHALL COVER/PROTECT ALL VALVES, MONUMENT BOXES, CATCH BASINS, RAISED PAVEMENT MARKERS, MANHOLES OR OTHER IN-STREET APPURTENANCES PRIOR TO CHIP SEAL APPLICATION.
4. CONTRACTOR SHALL REMOVE ALL COVER/PROTECTIONS APPLIED AFTER THE CHIP SEAL HAS CURED.
5. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR WORKING IN PUBLIC RIGHT-OF-WAY (I.E., ODOT, CITY, COUNTY).
6. CONTRACTOR RESPONSIBLE FOR SECURING A STAGING LOCATION.

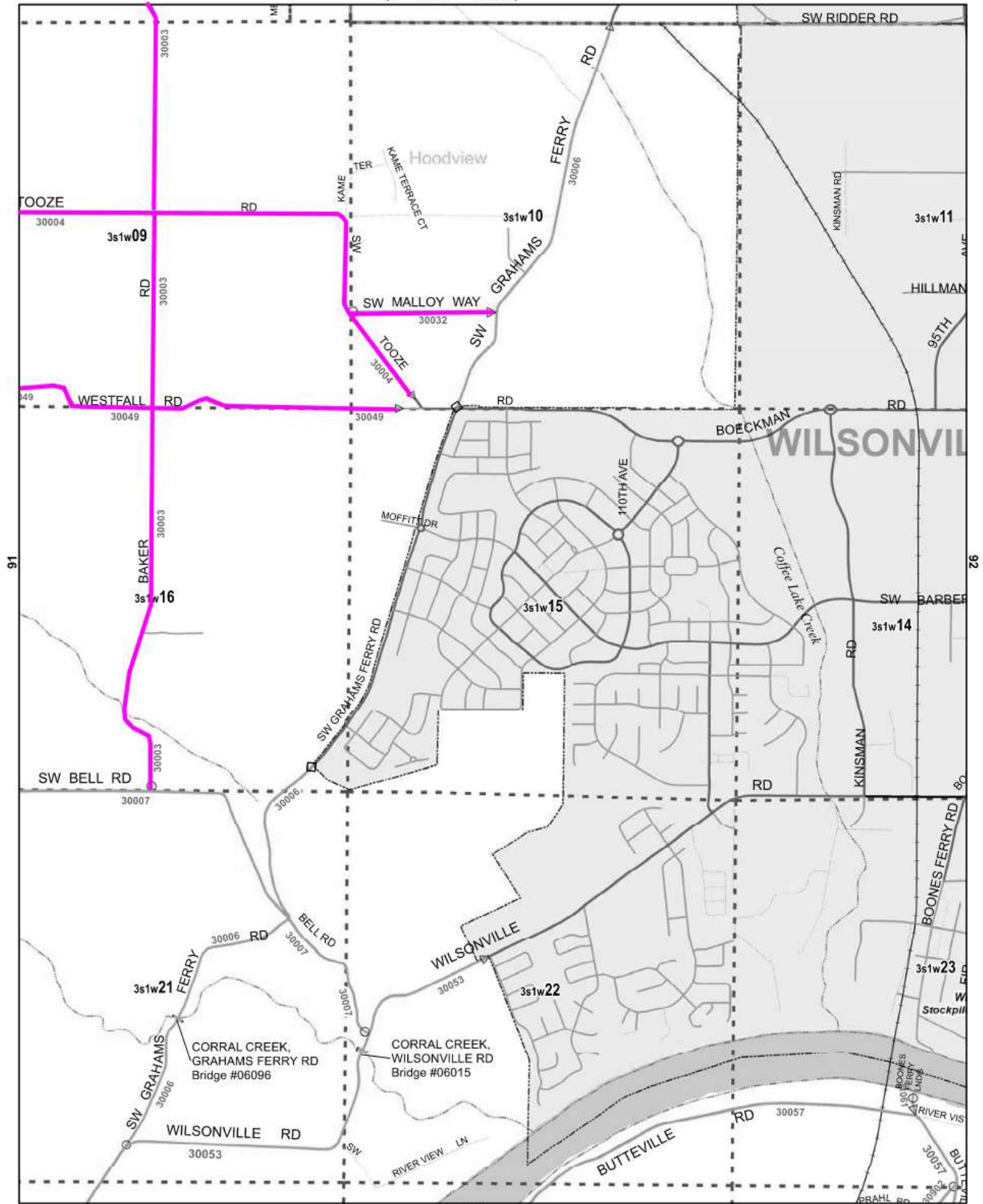
Sheet No. 01 OF 04	REVISIONS		DESIGNED BY: LAH	 CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	COVER SHEET
	NO.	DATE:	DRAFTED BY: CWE		WILSONVILLE
	1	2-17-23	CHECKED BY: LAH		CHIP SEAL PROJECT
			DAN JOHNSON	DIRECTOR	PROJECT NO.: CI-3-22339
					DATE: 04/07/2023

(NO COUNTY ROADS)




Sheet No. 02 OF 04	REVISIONS		DESIGNED BY: LAH	 CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	PLAN	
	NO.	DATE:	DRAFTED BY: CWE		WILSONVILLE CHIP SEAL PROJECT	
	1	2-17-23	CHECKED BY: LAH		DATE: 04/07/2023 PROJECT NO.: CI-3-22339	
	2	4-7-23	DAN JOHNSON DIRECTOR			

(NO COUNTY ROADS)



Sheet No. 03 OF 04	REVISIONS		DESIGNED BY: LAH	 CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	PLAN	
	NO.	DATE:	DRAFTED BY: CWE		WILSONVILLE	
	1	2-17-23	CHECKED BY: LAH		CHIP SEAL	
	2	4-7-23			PROJECT	
			DAN JOHNSON	DIRECTOR	DATE: 04/07/2023	PROJECT NO.: CI-3-22339

WILSONVILLE CREEK CHIP SEAL PROJECT						
Road Name	From	To	Existing Striping	Width, Feet	Length, Feet	Area, Square Yards (SY)
BAKER RD	MCCONNELL RD	WASH. COUNTY LINE MP 0.50	YES	21	2,640	6,160
BAKER RD	BELL RD	WESTFALL RD	YES	21	5,491	12,812
BAKER RD	WESTFALL RD	TOOZE RD	YES	21	2,640	6,160
BAKER RD	TOOZE RD	MORGAN RD	YES	21	5,966	13,921
BAKER RD	MCCONNELL RD	MORGAN RD	YES	21	370	863
TOOZE RD	BCM M.P. 0.03	BAKER RD	YES	20	5,386	11,969
TOOZE RD	BAKER RD	MCCONNELL RD	YES	21	4,594	10,719
MALLOY WY	TOOZE RD	GRAHAMS FERRY RD	YES	19	2,006	4,235
WESTFALL RD	BCM - CITY OF WILSONVILLE	BAKER RD	YES	19	3,485	7,357
WESTFALL RD	BAKER RD	145TH AVE	YES	21	2,587	6,036
145TH AV	WESTFALL RD	TOOZE RD	YES	18	2,376	4,752
MORGAN RD	BAKER RD	TONQUIN RD	YES	22	7,181	17,554
					TOTAL	102,539
					AREA, SY:	102,539

Sheet No. 04 OF 04	REVISIONS		DESIGNED BY: LAH	 CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	QUANTITIES	
	NO.	DATE:	DRAFTED BY: CWE		WILSONVILLE	
	1	2-17-23	CHECKED BY: LAH		CHIP SEAL	
	2	4-7-23			PROJECT	
			DAN JOHNSON	DIRECTOR	DATE: 04/07/2023	PROJECT NO.: CI-3-22339



INVITATION TO BID #2023-44
Wilsonville Chip Seal Project
ADDENDUM NUMBER 1
May 18, 2023

On April 27, 2023, Clackamas County (“County”) published Invitation to Bid #2023-44 (“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 Closing date is hereby changed from May 18, 2023 at 3:00PM to **May 25, 2023 at 3:00PM**

End of Addendum #1



INVITATION TO BID #2023-44
Wilsonville Chip Seal Project
ADDENDUM NUMBER 2
May 22, 2023

On April 27, 2023, Clackamas County (“County”) published Invitation to Bid #2023-44 (“BID”) and on May 18, 2023 published Addendum #1. 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. Replace the description of the WORK TO BE DONE in the SPECIAL PROVISIONS with the following:

WORK TO BE DONE

WILSONVILLE CHIP SEAL PACKAGE, CLACKAMAS COUNTY, OREGON

The Wilsonville Package is a Chip Seal Project.

This contract will include, but not be limited to: placing approximately 102,539 square yards of Chip Seal with County furnished aggregate in the Wilsonville area; removing existing **thermoplastic** pavement markings, maintaining and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The project estimate for this contract is \$507,106.

2. Section 00220.03 of the Special Provisions, delete the first paragraph so that the section reads as follows:

00220.03 Work Zone Notifications - Add the following to the end of this subsection:

Notify emergency services, school districts, police department(s), fire department(s), TriMet, and garbage and recycling services 10 calendar days in advance of street closures.

3. Section 00310 of the Special Provisions, replace section 00310.91 Lump Sum Basis with the following:

Section 00310 – Removal of Structures and Obstructions

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

00310.91 Lump Sum Basis - Add the following: Add the following pay item to the pay item list:

Pay Item Measurement	Unit of
(c)Removal of Pavement Markings.....	Lump Sum

Item (c) includes all work associated with removing existing **thermoplastic** pavement markings, legends, and bars within the proposed chip seal limits according to 00310 and 00706.41(g).

4. Section 00710.41(a) of the Special Provisions, Replace the section in its entirety with the following:

00710.41(a) Notification - Homeowners and businesses affected by the construction shall be notified at least three (3) days before traffic would be significantly impacted on that street. In the event of a significant schedule change, notifications shall be remade with the revised work dates/times 24 hours before significant street impacts. Work may be not allowed if timely notification has not been provided. If necessary, signage alerting traffic to the intended project should be posted.