



DAN JOHNSON
DIRECTOR

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

October 30, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Public Improvement Contract with KNL Industries for the Thiessen II Paving Project. Contract Value is \$661,939 for 11 months. Funding is through County Road Funds. No County General Funds are involved.

Previous Board Action/Review	NA		
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 Thiessen II Paving Project which will resurface approximately 1.1 miles of road. This contract will resurface 6 urban local roads which include: SE El Centro Way between SE Hill Road and SE El Camino Way; SE El Centro Court between SE El Centro Way and the end of the cul de sac; SE La Mesa Way between SE Hill Road and SE El Camino Way; SE El Camino Way between SE Robin Road and SE Thiessen Road; SE Sierra Vista Drive between SE Thiessen Road and the end of the cul de sac.

This contract will include, but is not limited to: placing approximately, 4,400 tons of asphalt; 17,200 square yards of cold plane pavement removal; completing pavement repairs of varying depth; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on August 13, 2025. Bids were publicly opened on September 10, 2025. The County received six (6) bids: Brix Paving NW, \$741,460.00; Granite Construction, \$767,676.76; KNL Industries, Inc., \$661,939.00; Knife River Corporation Northwest, \$755,755.00; Eagle-Elsner,

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Inc., \$862,888.00; and Nutter Corporation, \$1,025,935.00. After review of the bids, KNL Industries, Inc., was determined to be the lowest responsive bidder.

RECOMMENDATION: Staff respectfully recommends that the Board approve this public improvement contract with KNL Industries, Inc., for the Thiessen II Paving Project.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #0000001495

This Public Improvement Contract (the “Contract”) is made by and between the Clackamas County, a political subdivision of the State of Oregon (“Owner”), and **KNL Industries, Inc** (“Contractor”), both collectively referred to as the “Parties”. This Contract shall become effective on the date this Contract has been signed by all the Parties and shall expire upon completion the completion of all obligations under the terms of this Contract unless terminated earlier by the Parties.

Project Name: # 2025-68 Thiessen II Paving Project

1. Contract Price, Contract Documents and Work.

The Contractor hereby agrees to perform all the work described in, and reasonably inferred from, the Contract Documents, as further defined below (“Work”). In consideration of the Contractor performing the Work in accordance with the terms of the Contract, the Owner agrees to pay the Contractor an amount not to exceed **Six Hundred Sixty-One Thousand Nine Hundred Thirty-Nine Dollars (\$661,939.00)** (the "Contract Price"). Payment will be made in accordance with the terms and conditions provided in the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

The following documents are incorporated by reference in this Contract and made a part hereof (“Contract Documents”):

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

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (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 Owner to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

2. Representatives.

Contractor has named Keith Callaway 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: Keith Callaway shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

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

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

4. Contract Dates.

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

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

SUBSTANTIAL COMPLETION DATE: June 30, 2026

FINAL COMPLETION DATE: September 30, 2026

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

5. 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 Owner's 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.

The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to

comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle Owner to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

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 Specifications, Contract Documents 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. The liquidated damages amount is not a penalty, but a reasonable estimate of the loss the Owner will suffer. Liquidated damages are set forth in the Contract Documents and may include the following:

11.1 \$1,100 per Calendar day past the Substantial Completion date, as set forth in section 00180.85 (b).

11.2 \$500 per 15 minutes, or for a portion of 15 minutes, per lane, as set forth in 00180.85 (c).

11.3 \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes, as set forth in section 00180.85(d).

11.4 \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway, as set forth in section 00180.85(e).

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

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

15. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

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

Contractor DATA:

KNL Industries, Inc.

10672 S Macksburg Road

Canby, Oregon 97013

Contractor CCB # 245086 Expiration Date: 3/30/2027

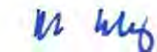
Oregon Business Registry # 1623485-94 Entity Type: FBC

State of Formation: Nevada

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.

KNL Industries, Inc.

Clackamas County



10/8/2025

Authorized Signature

Date

Chair

Date

Keith Callaway, COO

Name / Title Printed

Recording Secretary

Approved for Legal Sufficiency


County Counsel

10/16/2025

Date



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

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CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2025-68
Thiessen II Paving Project
August 13, 2025

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Thiessen II Paving Project** until **September 10, 2025, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address: <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No.S-C01010-00014618.

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/clackamascountry/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: \$949,480.00

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), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).**

State Prevailing Wage

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

listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 5, 2025, 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: # 2025-68 Thiessen II Paving 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), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).**
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/83074060609>

Meeting ID: 830 7406 0609

One tap mobile

+17193594580,,83074060609# US

+12532050468,,83074060609# US

Join instructions

https://clackamascounty.zoom.us/meetings/83074060609/invitations?signature=FnoE1_7TXjL4dUtrSmUHve3ahDg-nr32HKtNy5BOtHw

**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: KNL Industries, INC.
Project Name: # 2025-68 Thiessen II Paving Project

Total Contract Amount: \$661,939.00

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)	
Temporary Features And Appurtenances	Permanent Traffic Control
Roadwork	
Bases	
Wearing Surfaces	

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		
			MBE	WBE	ESB
Name NONE Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐

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

Prime Contractor Name: KNL Industries, INC.
 Project Name: # 2025-68 Thiessen II Paving Project

Total Contract Amount: \$661,939.00

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> 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		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB# NONE			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐

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

Prime Contractor: KNL Industries, INC.
Project: # 2025-68 Thiessen II Paving 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>>)	
NONE					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			

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

Prime Contractor Name: KNL Industries, INC.

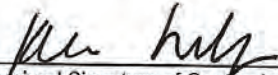
Total Contract Amount: \$661,939.00

Project Name: # 2025-68 Thiessen II Paving Project

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

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	FINAL DOLLAR AMOUNT OF SUBCONTRACT	If Certified or self-reported MBE/WBE/ESB Subcontractor Check box 		
			MBE	WBE	ESB
Name Address NONE City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐

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



 Authorized Signature of Contractor Representative

9/10/2025

 Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2025-68 Thiessen II Paving Project

We, KNL Industries, Inc., as "Principal,"
(Name of Principal)

and Employers Mutual Casualty Company, 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% of TAB)

Ten Percent of the Total Amount Bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. ^{S-C01010-0001}₄₆₁₈) 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 3rd day of September, 2025.

Principal: KNL Industries, Inc.

By: *Fuwan B Callaway*
Signature

President

Official Capacity

Attest: *[Signature]*
Corporation Secretary

Surety: Employers Mutual Casualty Company

Amanda C Webb
By: Attorney-In-Fact

Amanda C. Webb

Name

6400 SE Lake Road, Suite 450

Address

Milwaukie, OR 97222

City

State

Zip

503.239.4116

Phone

503.231.9021

Fax

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Amanda C. Webb

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Five Million Dollars\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

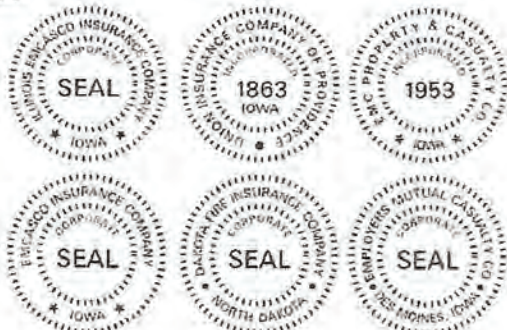
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of September, 2025.

Ryan J. Springer
 Vice President



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2025-68 Thiessen II Paving Project
BID CLOSING: September 10, 2025, 2:00 PM, Pacific Time
BID OPENING: September 10, 2025, 2:05 PM, Pacific Time

FROM: KNL Industries, INC.

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 _____; or

☒ c. A corporation organized under the laws of the State of Nevada; or

☐ 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:

Six Hundred Sixty One Thousand Nine Hundred Thirty Nine Dollars and Zero Cents Dollars (\$ 661,939.00)

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

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

• ADDENDA numbered 1 through 1, 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 **Thiessen 2 Paving Project Clackamas County Department of Transportation and Development.**

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:

Employers Mutual Casualty Company

(name of surety company - not insurance agency)

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

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

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

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

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

11. Contractor's CCB registration number is 245086. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

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

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF Corporation, Policy No. 100061023, and that Contractor shall submit Certificates of Insurance as required.

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

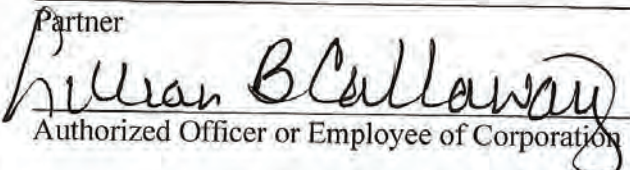
Project Executive:	<u>Keith Callaway</u>	Cell Phone:	<u>971-201-6760</u>
Project Manager:	<u>Kyle Beck</u>	Cell Phone:	<u>503-504-3345</u>
Job Superintendent:	<u>Paul Callaway</u>	Cell Phone:	<u>503-318-4567</u>
Project Engineer:	<u>Michael Calqhoun</u>	Cell Phone:	<u>971-271-2345</u>

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>KNL Industries, INC.</u>
ADDRESS	<u>10672 S Macksburg Rd. Canby, OR 97013</u>
TELEPHONE NO	<u>971-201-6760</u>
EMAIL	<u>keithjr@kandlindustries.com</u>
SIGNATURE 1)	<u>Sole Individual</u>
or 2)	<u>Partner</u>
or 3)	<u></u> Authorized Officer or Employee of Corporation

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

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
TEMPORARY FEATURES AND APPURTENANCES						
101	00197	EXTRA WORK DONE ON FORCE ACCOUNT BASIS	FA	1	\$ 10,000.00	\$ 10,000.00
102	00210	MOBILIZATION	LS	1	10,000.00	10,000.00
103	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: EL CENTRO WAY	LS	1	3,500.00	3,500.00
104	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: EL CENTRO COURT	LS	1	3,500.00	3,500.00
105	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: LA MESA WAY	LS	1	5,000.00	5,000.00
106	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SIERRA VISTA DRIVE	LS	1	3,500.00	3,500.00
107	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: EL CAMINO WAY	LS	1	5,000.00	5,000.00
108	00222	TEMPORARY PROJECT INFORMATION SIGNS	SQFT	75	50.00	3,750.00
109	00280	EROSION CONTROL	LS	1	5,000.00	5,000.00
110	00290	POLLUTION CONTROL PLAN	LS	1	500.00	500.00
TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL						\$ 49,750.00
ROADWORK						
111	00305	CONSTRUCTION SURVAY WORK	LS	1	1,000.00	1,000.00
112	00310	ASPHALT PAVEMENT SAWCUTTING	LF	280	3.00	840.00
113	00310	REMOVAL OF SURFACINGS	SQYD	17,200	2.70	46,440.00
114	00331	8 INCH DEPTH SUBGRADE STABILIZATION	SQYD	900	40.00	36,000.00
ROADWORK - SUBTOTAL						\$ 84,280.00
BASES						
115	00610	RECONDITIONING EXISTIONG ROADWAY	SQYD	17,200	1.30	22,360.00
116	00620	COLD PLANE PAVEMENT REMOVAL, 2 INCHES DEEP	SQYD	1,870	2.70	5,049.00
117	00641	EXTRA AGGREGATE FOR GRADING	TON	100	60.00	6,000.00
BASES - SUBTOTAL						\$ 33,409.00
WEARING SURFACES						
118	00745	LEVEL 2, 1/2 INCH ACP	TON	4,400	108.00	475,200.00
119	00749	EXTRA FOR ASPHALT APPROACHES	EA	10	500.00	5,000.00
120	00749	EXTRA FOR PAVEMENT REPAIR	SQFT	4,700	2.00	9,400.00
WEARING SURFACES - SUBTOTAL						\$ 489,600.00

Thiessen II Paving Project

Summer 2025

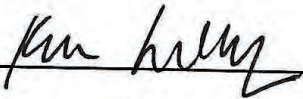
page 2 of 2

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
PERMANENT TRAFFIC CONTROL						
121	00855	BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED	EA	9	100.00	900.00
122	00867	PAVEMENT BAR, TYPE B-HS	SQFT	80	50.00	4,000.00
PERMANENT TRAFFIC SAFETY AND GUIDENCE DEVICES - SUBTOTAL						\$ 4,900.00
TOTAL						\$ 661,939.00

Total Price Six Hundred Sixty One Thousand Nine Hundred Thirty Nine Dollars and
Zero Cents

Name of Firm KNL Industries, INC.

Name (Print) Keith Callaway

Signature 

9/10/2025

Date

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2025-68

BID OPENING: September 10, 2025, 2:00 PM, Pacific Time

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

INSTRUCTIONS:

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

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

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

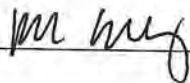
List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter **"NONE"** if the value of the project bid is less than \$100,000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

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	NONE		
2.			
3.			
4.			
5.			
6.			

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

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

Firm Name: KNL Industries, INC.

Bidder Signature:  Phone # 971-201-6760

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 8th day of October, 2025.

PRINCIPAL: KNL Industries, Inc.

By: 
Signature
President
Official Capacity

Attest: 
Corporation Secretary

SURETY: Employers Mutual Casualty Company
[Add signatures for each if using multiple bonds]

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

Amanda C. Webb


Name
Signature

6400 SE Lake Road, Suite 450
Address

Milwaukie, OR 97222

City State Zip
503.239.4116 503.231.9021

Phone Fax

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Amanda C. Webb

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:

Number KNL Industries, Inc.

Obligee:

S055921

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

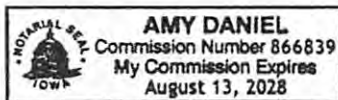
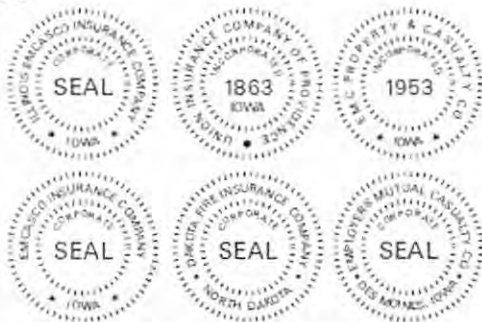
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of October, 2025.

Ryan J. Springer

Vice President



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND**

Bond No.: S055921

Solicitation: #2025-68

Project Name: Thiessen II Paving Project

Employers Mutual Casualty Company (Surety #1)
(Surety #2)*

** If using multiple sureties*

Bond Amount No. 1:	\$ 661,939.00
Bond Amount No. 2: *	\$
Total Penal Sum of Bond:	\$ 661,939.00

We, KNL Industries, Inc. 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) Six Hundred Sixty-One Thousand Nine Hundred Thirty-Nine and No/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 8th day of October, 2025.

PRINCIPAL: KNL Industries, Inc.

By:

Rutha B. Callaway
Signature
President

Attest:

me day
Official Capacity
Corporation Secretary

SURETY: Employers Mutual Casualty Company

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Amanda C. Webb

Amanda C. Webb
Name

Signature

6400 SE Lake Road, Suite 450

Address

Milwaukie, OR 97222

City

State

Zip

503.239.4116

503.231.9021

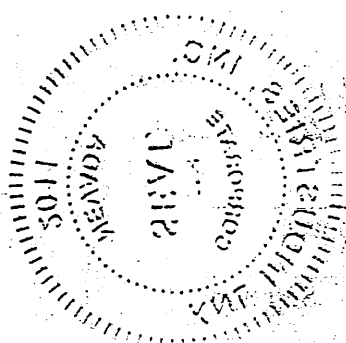
Phone

Fax

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1. The first of these is the fact that the Government has not been able to secure the necessary funds to carry out its policy. This is due to the fact that the Government has not been able to secure the necessary funds to carry out its policy.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. Once the causes have been identified, the next step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed to implement the plan. Once a plan of action has been developed, the next step is to implement the plan. This involves carrying out the steps that have been identified in the plan and monitoring the progress of the implementation. Finally, the last step in the process is to evaluate the results of the implementation. This involves determining whether the problem has been solved and whether the resources have been used effectively.

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Journal of Management Studies, 19(1), 67-80.

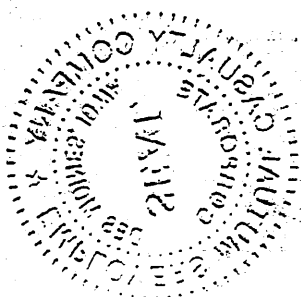
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100-44361-100

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-14-2010 BY 60322 UCBAW

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

...and the *Journal of the American Medical Association* (JAMA) ...



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Amanda C. Webb

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:

Number KNL Industries, Inc.

Obligee:

S055921

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

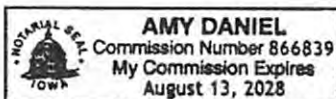
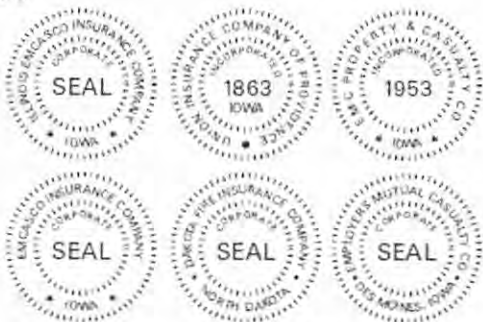
AUTHORITY FOR POWER OF ATTORNEY

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RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of October, 2025.

Ryan J. Springer

Vice President

Journal of Interpersonal Violence

0-7-28890-2

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

The following information was obtained from the records of the Department of Health, Education and Welfare:

01547 : 1.0000

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Abstract

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You agree to indemnify, defend and hold the other party harmless from and against all claims, damages, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the other party in connection with the performance of your obligations hereunder, whether or not such claims, damages, costs and expenses result in a finding of liability against the other party.

THE UNIVERSITY OF CHICAGO PRESS

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific information required.

1. The first step in the process of developing a new product is to identify a market need. This is often done through market research, which can involve surveys, focus groups, and other methods of gathering information from potential customers.

2. Once a market need has been identified, the next step is to develop a concept for the product. This involves creating a detailed description of the product, including its features, benefits, and target market.

3. The third step is to conduct a feasibility study. This is a thorough analysis of the product concept, taking into account factors such as production costs, distribution channels, and potential competition.

4. If the feasibility study is positive, the next step is to develop a business plan. This document outlines the financial aspects of the product, including the budget, revenue projections, and break-even point.

5. The final step in the process is to launch the product. This involves creating a marketing plan, securing distribution channels, and promoting the product to the target market.

1. The following information is being furnished to you for your information only. It is not intended to be used for any other purpose.

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21. *Thymus praecox* L.



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

PROJECT: #2025-68 Thiessen II Paving Project

Project Background:

The Clackamas County DTD Thiessen 2 Paving Project is an asphalt paving and road reconstruction contract. This paving project will resurface 1.1 miles.

This contract will resurface SE El Centro Way between SE Hill Road and SE El Camino Way with asphalt. SE El Centro Way is classified as a local roadway.

This contract will also resurface SE El Centro Court between SE El Centro Way and the end of the cul de sac with asphalt. SE El Centro Court is classified as a local roadway.

This contract will resurface SE La Mesa Way between SE Hill Road and SE El Camino Way with asphalt. SE La Mesa Way is classified as a local roadway.

This contract will resurface SE El Camino Way between SE Robin Road and SE Thiessen Road with asphalt. SE El Camino Way is classified as a local roadway.

This contract will also resurface SE Sierra Vista Drive between SE Thiessen Road and the end of the cul de sac with asphalt. SE Sierra Vista Drive is classified as a local roadway.

This contract will include, but not be limited to: placing approximately 4,400 tons of asphalt; removing approximately 17,200 square yards of asphalt to full road depth, reshaping approximately 17,200 square yards of road base; completing approximately 1,870 square yards of pavement milling, placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

Engineers Estimate: \$949,480.00

Key Dates:

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

Substantial Completion: June 30, 2026

Final Completion: September 30, 2026

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 THIESSEN 2 PAVING PROJECT, CLACKAMAS COUNTY
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, dated Spring 2026 (39 pages)

Clackamas County Department of Transportation and Development Thiessen 2 Paving Project Drawing
Set (22 pages)

SPECIAL PROVISIONS

FOR

THIESSEN 2 PAVING PROJECT

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

CLACKAMAS COUNTY, OREGON

Asphalt Paving & Oiling, Temporary Traffic Control and Pavement Markings

Spring 2026



THIESSEN 2 PAVING PROJECT

- Worksite 1: SE El Centro Way (SE Hill Road to SE El Camino Way)
- Worksite 2: SE El Centro Court (SE El Centro Way to End)
- Worksite 3: SE La Mesa Way (SE Hill Road to SE El Centro Way)
- Worksite 4: SE El Camino Way (SE Robin Road to SE Thiessen Road)
- Worksite 5: SE Sierra Vista Drive (SE Thiessen Road to End)

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

THIESSEN 2 PAVING PROJECT

PROFESSIONAL OF RECORD CERTIFICATION(s):

 EXPIRES: 06/30/2026	I certify the Special Provision Sections listed below are applicable to the design for the Thiessen 2 Paving Project. Sections: 00210, 00220, 00221, 00222, 00223, 00224, 00225, 00280, 00290, 00305, 00310, 00330, 00331, 00440, 00470, 00480, 00490, 00610, 00620, 00641, 00730, 00745, 00748, 00749, 00850, 00855, 00867.
Date Signed: 8/11/2025	

SPECIAL PROVISIONS

WORK TO BE DONE

THIESSEN 2 PAVING PROJECT, CLACKAMAS COUNTY, OREGON

The Clackamas County DTD Thiessen 2 Paving Project is an asphalt paving and road reconstruction contract. This paving project will resurface 1.1 miles.

This contract will resurface SE El Centro Way between SE Hill Road and SE El Camino Way with asphalt. SE El Centro Way is classified as a local roadway.

This contract will also resurface SE El Centro Court between SE El Centro Way and the end of the road with asphalt. SE El Centro Court is classified as a local roadway.

This contract will resurface SE La Mesa Way between SE Hill Road and SE El Camino Way with asphalt. SE La Mesa Way is classified as a local roadway.

This contract will resurface SE El Camino Way between SE Robin Road and SE Thiessen Road with asphalt. SE El Camino Way is classified as a local roadway.

This contract will also resurface SE Sierra Vista Drive between SE Thiessen Road and the end of the road with asphalt. SE Sierra Vista Drive is classified as a local roadway.

This contract will include, but not be limited to: placing approximately 4,400 tons of asphalt; removing approximately 17,200 square yards of asphalt to full road depth, reshaping approximately 17,200 square yards of road base; completing approximately 1,870 square yards of pavement milling, placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The estimate for this contract is \$950,000.

APPLICABLE SPECIFICATIONS

The Specification that is applicable to the Work on this Project is the 2024 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 and Oiling (ACP)
Temporary Traffic Control (TTC)
Pavement Markings (PAVE)

SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

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

Replace the bullet that begins "Certain Subsections labeled "Payment" contain..." with the following bullet:

- Certain Subsections labeled "Payment" contain statements to the effect that the accepted quantities "will be paid for at the Contract unit price, per unit of measurement, for the following items" (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

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:

- American Traffic Safety Services Association (ATSSA)
www.atssa.com
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- Oregon Legislative Counsel
www.oregonlegislature.gov/lc
- Oregon Secretary of State: State Archives
sos.oregon.gov/archives/Pages/default.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx

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.

Replace the sentence that begins "Surfacing – The Course or Courses..." with the following sentence:

Surfacing – The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulder, or parking areas for pedestrian, bicycle or vehicle use.

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

Add the following to the end of this subsection:

See Clackamas County General Conditions for Public Improvement Contracts for additional definitions.

END OF SECTION

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders - Replace with the following:

00120.00 Prequalification of Bidders - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.01 General Bidding Requirements – Replace with the following:

00120.01 General Bidding Requirements – See Clackamas County Public Improvement Contract: Instructions to Bidders.

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

00120.05 Request for Plans, Special Provisions, and Bid Booklets: – Bid documents may be obtained from the Clackamas County Procurement Division as indicated in Notice of Public Improvement Contract Opportunity.

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

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

- Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by ORS 279A.112 (House Bill 3060, 2017)

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

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

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.40 Preparation of Bids – Replace with the following:

00120.40 Preparation of Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.45 Submittal of Bids - Replace with the following:

00120.45 Submittal of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

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

00120.60 Revision or Withdrawal of Bids - Replace with the following:

00120.60 Revision or Withdrawal of Bids - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.68 Mistakes in Bids – Add the following section:

00120.68 Mistakes in Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.70 Rejection of Nonresponsive Bids – Replace with the following:

00120.70 Rejection of Nonresponsive Bids – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this subsection.

END OF SECTION

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

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

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Replace with the following:

00130.10 Award of Contract - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.15 Right to Protest Award – Replace with the following:

00130.15 Right to Protest Award – See Clackamas County Public Improvement Contract: 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 - Replace with the following:

00130.40 Contract Submittals - See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.70 Release of Bid Guaranties – Replace with the following:

00130.70 Release of Bid Guaranties – See Clackamas County Public Improvement Contract: Instructions to Bidders.

00130.80 Project Site Restriction- Replace the paragraph that begins "Until the Agency sends...", with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment or workers onto the Project Site.

END OF SECTION

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications supplemented 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:

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 – 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 subsection.

00150.10(a) Order of Precedence – 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.

00150.15(a) General – Delete this subsection.

00150.15(b) Agency's Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Engineer will:

- Provide copies of plans and specifications.
- Perform measurements and calculations for pay quantities.
- Perform final "as constructed" measurements.

00150.15(c) Contractor's Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall be responsible to furnish all field controls for setting principal lines, grades, and measurements as needed to construct the Work as indicated in the Contract Documents.

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);
- Coordinate Project construction with Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(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;
- In addition to the notification required in OAR 952-001-0090(5), 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;
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

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.

Add the following subsection:

00150.50(f) Utility Information (No Anticipated Relocations) - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Table 00150-1

Utility	Contact Information
AT&T	Gabriel Flores, gf144f@att.com, 971-330-7389
Clackamas County DOT	503-742-4400
Comcast	Todd Royer, Todd_Royer@comcast.com, 971-801-5610
Oak Lodge Water District	Ryan Hunter; ryan.hunter@olws.org; 503-353-4231
Oak Lodge Sanitary District	Brad Albert, brad.albert@olws.org; 503-353-4202
Lumen	Jonathan Myrick; Jonathan.myrick@lumen.com
NW Natural	Brock Inman, brock.inman@nwnatural.com
Portland General Electric	Deanna Kaneshiro; deanna.kaneshiro@pgn.com

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project.

00150.70 Detrimental Operations – Add the following:

Portions of this project will 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 video showing private property, which may be disturbed during construction.

END OF SECTION

SECTION 00160 – SOURCE OF MATERIALS

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

00160.05 Qualified Products List (QPL) - Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The PL is available from ODOT's Construction Section website at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/index.aspx>

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

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 modified as follows:

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

The Contractor shall obtain and pay for a Clackamas County Road Closure Request for Temporary Road Closures when minor local streets are closed.

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.

Traffic control will be required within Marion County road right of way. The Contractor shall be required to obtain a right of way permit from Marion County prior to starting construction.

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 Insurance - Replace with the following:

00170.70 Insurance - See Clackamas County Public Improvement Contract.

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)

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

00170.72 Indemnity/Hold Harmless – Replace with the following:

00170.72 Indemnity/Hold Harmless – See 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.

END OF SECTION

SECTION 00180 – PROSECUTION AND PROGRESS

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

00180.06 Assignment of Funds Due under the Contract – Replace this subsection, except for the subsection number and title, with the following:

Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

00180.21(a) Subcontracting - Add the following to the end of this subsection:

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 2025, 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 site. Project Informational signs shall be in place 2 weeks before the first substantial work activity commences on the project site.

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.

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

- 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 notify the County 2 weeks before the first substantial work activity commences on the project site.**
- **Project Information Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.**
- 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 will be notified in writing of the specified date to commence work and will not begin work until receipt of this Notice to Proceed. Upon the commencement of grinding, tilling, grading or paving operations on any one respective work site, all necessary work including paving of driveways and road approaches shall be vigorously pursued to reach substantial completion within a 14 calendar day duration. **If at any time a work site is left prior to substantial completion (completed paving of driveways, road approaches, etc.) without written consent from the owner's project manager, this will be considered abandonment by the Contractor.** Failure to meet these time constraints or abandonment shall subject the contractor to the full amount of Liquidated Damages as detailed in Section 00180.50 of these Special Provisions.
- 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 June 30, 2026.

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 \$1,100 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).

Add the following subsection:

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

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

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

Add the following subsection:

00180.85(e) Installation of Driveways – Not completing driveways in a time specified will be an inconvenience to the property owner and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event a driveway connection isn't constructed in 30 calendar days after mainline paving was completed in front of a driveway. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway.

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

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

END OF SECTION

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications 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(g) Agency-Provided Weigh Technician - Replace this subsection, except for the subsection number and title, with the following:

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

END OF SECTION

SECTION 00195 – PAYMENT

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

00195.10 Payment For Changes in Materials Costs - Replace this subsection, except for the subsection number and title, 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 - Replace the paragraph that begins “Any such adjustments...” with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

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) Progress Payments - Modify as follows:

(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 - Replace this subsection, except for the subsection number and title, 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 - Replace the first paragraph with the following:

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 – Replace the first paragraph with the following:

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.

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 – Replace this subsection, except for the subsection number and title, 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:

Add the following subsection:

00196.91 Extra Work Allowance - 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 modified as follows:

00197.20(a) General - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (<http://equipmentwatch.com>).

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 this subsection, except for the subsection number and title, 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 modified as follows:

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

- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing.
- Provide and maintain access to garbage containers and garbage pick-up, mail and other regularly scheduled deliveries. Coordinate with school districts and with public transit to minimize impacts and delays for any school and public bus routes.
- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.

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

Do not close any traffic lanes and remove all barricades and objects from the roadway during the following periods:

- Between sunset and sunrise.

END SECTION

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

00221.03 Traffic Safety and Operations – Add the following bullets:

- All work zones exceeding 500 feet in length shall require the use of a pilot car. During pilot car operations, install a 15-inch by 24-inch “WAIT FOR PILOT CAR: (CR4-20) sign at each driveway approach and provide flagging personnel at each side street within the limits of the pilot car operation.

00221.06 Traffic Control Plan – Replace the first paragraph with the following:

The Contractor is required to submit a site-specific traffic control plan prepared by a TCP company, with additional detail meeting the project requirements for review 5 Calendar Days before the preconstruction conference.

00221.07(c)(1) Paving - Replace this subsection, except subsection number and title, with the following:

When the longitudinal joint is greater than 1 inch in height, install additional TCD according to 00221.03. Complete the placing of ACP and construction of paving joints according to 00744.47, and 00744.48, as applicable.

Add the following section:

00221.08 Traffic Control Meeting - All personnel who will directly supervise the traffic control must attend a traffic control meeting. Contractor to produce and distribute meeting minutes within seven (7) days following the meeting.

00221.98 Payment, Method “B” – Lump Sum Basis – Replace this subsection, except for the subsection number and title, with the following:

Work zone traffic control will be paid for at the Contract lump sum amounts for the items

“Temporary Work Zone Traffic Control, Complete for ____” where the name of the street(s) or location will be inserted in the blank.

When the schedule of items includes both “Temporary Work Zone Traffic Control, Complete:_____” and other unit based pay items described in Method “A”, only the pay items included in the bid item schedule will be paid. All TCD and operations required to safely protect and direct traffic around and through the work zone(s) not listed in the bid item

schedule shall be included in the lump sum price for “Temporary Work Zone Traffic Control, Complete:_____.”

Payment includes all traffic control costs including flagging (to the extent deemed necessary by the Engineer) during the course of construction and as needed to complete punch list items. Payment also includes the removal of existing striping and legends shown to be replaced.

END OF SECTION

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

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

- Place a “PEDESTRIANS ON ROADWAY” (CW11-2) sign at the beginning of each end of the Work Area, facing incoming traffic as shown, or as directed.
- Install a "PAVING SIGN" on a single wood post. Install a “PROJECT NOTIFICATION SIGN” on a single wood post. Place these Project Information Signs according to sign spacing "A" from the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Supplemental Drawings, in advance of the "ROAD WORK AHEAD" sign at each end of the Project, facing incoming traffic. See project plans for sign size and legend.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.
- When paving operations create an abrupt or sloped edge drop off greater than 1 inch, protect traffic by installing signing according to the "2 Lane, 2 Way Roadway Overlay Area Signing" detail shown on the Standard Drawings.
- All work zones exceeding 500 feet in length shall require the use of a pilot car. During pilot car operations, install a 15-inch by 24-inch “WAIT FOR PILOT CAR: (CR4-20) sign at each driveway approach and intersecting side street within the limits of the pilot car operation.
- In addition to the signs, public notification (e.g. flyers, door hangers) may be used to inform the residents that may be affected by the pilot car operations and the "WAIT FOR PILOT CAR" signs.

00222.90 Payment - Add the following pay items:

Pay Item	Unit of Measurement
(e) Temporary Project Information Signs.....	Square Feet

Add the following after the sentence that begins “In item (d)”;

Item (e) includes installing and removing temporary project information signs shown in the plans.

END OF SECTION

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

END OF SECTION

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

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

00224.46 Pavement Edge Delineation - Replace the paragraph that begins "Place tubular or conical markers..." with the following paragraph:

Place tubular or conical markers to delineate the edge of Pavement immediately after construction Work or paving operations create an abrupt or sloped edge drop-off greater than 1 inch in height along the right hand or left hand Shoulder.

END OF SECTION

SECTION 00225 - TEMPORARY PAVEMENT MARKINGS

Comply with Section 00225 of the Standard Specifications.

END 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:

A NPDES 1200-CN Permit has been obtained from Oak Lodge Water Service District and is applicable to the Project. Contractor shall follow and comply with all provisions of the permit.

The executed permit is included in Appendix A.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.90 Payment - Add the following bullet to the bulleted list following "Item (a) includes....":

- all other work required to comply with this section and applicable permits including coordination and reporting.

END 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.

00290.32 Noise Control - Add the following paragraph to the end of this subsection:

Review Clackamas County Code Chapter 6.05 which describes noise control regulations. Obtain and be responsible for necessary permits described in Clackamas County Code Chapter 6.05. Comply with the applicable noise control requirements for Project Work.

END SECTION

SECTION 00305 - CONSTRUCTION SURVEY WORK

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

Description

00305.00 Scope – Add the following:

The Contractor shall re-establish the existing vertical profile of reconstructed roadways, or modify, as shown and specified on the project Plans. The Contractor shall provide finish grade staking for reconstructed roadways, curbs and driveways and centerline crown as specified on the project Plans.

The Agency will not establish control stations, perform measurements and calculations for pay quantities, or perform final “as constructed” measurements, contrary to Section 1.5 of the above referenced manual. The Contractor’s surveyor will be responsible to complete this work if deemed necessary by the Contractor.

Make all supporting computations and field notes required for control of the work and as necessary to establish the exact position, orientation, and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations.

The Engineer will not be responsible for any data translations. An electronic copy of the base drawing, in autocad.dwg format shall be delivered to the Contractor’s surveyor upon request. The electronic drawings shall be used by the Contractor’s surveyor as a reference, and it shall be the responsibility of the Contractor to confirm that all data contained within the electronic drawings is consistent with the contract documents.

00305.05 3D Engineered Models – Add the following:

The Agency has not prepared a 3D Engineered Model for the project area and only information as shown in the Contract Drawings will be available to the Contractor.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.44 Earthwork in Connection with Removal – Replace the second paragraph with the following:

Backfill holes according to 00330.45. No separate measurement will be made for backfilling holes resulting from pavement removal.

00310.80 Measurement - Add the following paragraph to the end of this subsection:

No separate measurement will be made for sawcutting performed under Sections 00620 or 00745. Only sawcutting as shown on the plans will be measured.

00310.92 Separate Item Basis – Supplement this subsection with the following

Replace the paragraph that begins “Item (d) includes” with the following:

Item (d) includes the removal of all existing asphalt pavement and aggregate base to the depths of proposed ACP shown on the plans regardless of the construction method of removal. No additional payment will be made for existing pavement depths removed in excess of the proposed depths or by different methods.

Replace the paragraph that begins “Item (g) includes” with the following:

Item (g) applies to Pavement sawcutting when specifically shown on the plans and includes cutting through asphalt and concrete materials. Sawcutting completed as necessary to phase the work as required in other sections shall be considered incidental and will not be paid separately.

END SECTION

SECTION 00330 - EARTHWORK

Comply with Section 00330 of the Standard Specifications supplemented and/or modified as follows:

00330.00 Scope – Supplement this section with the following:

This work also includes removal of asphalt pavement, aggregate and subgrade to the top of proposed subgrade within the roadway prism as shown on the Plans.

00330.41(a-6) Excavation of Existing Surfaces – Add the following to this section:

Remove surfacings as shown on the Plans. Surfacings to be removed shall be sawcut in neat, straight lines with vertical edges along the limits of pavement removal. The cut lines for removal of asphaltic concrete pavement shall be favorably reviewed by the Engineer in the field before cutting. Remove pavement adjacent to the curb as shown on the Plans.

Take care not to disturb existing utilities when removing various types of pavement. If existing utilities are found to be in conflict with the proposed improvements, notify the

Engineer immediately. Repair utilities damaged during pavement removal at no cost to the Contracting Agency.

00330.41(a-9) Excavation Below Grade – Replace the bullet that begins "Unstable Subgrade..." with the following:

- Where unstable material is encountered below the pavement in roadbed excavations, complete subgrade stabilization work in accordance with the requirements of Section 00331.

00330.43(c) Non-Moisture-Density Testable Materials – Supplement this section with the following:

When the native roadway subgrade or aggregate base surface is to be re-graded and re-compacted, the prepared surface shall be approved by the Engineer prior to placing any fill, base rock or ACP layers. Conduct at least one deflection test according to ODOT TM 158 with a 20,000 lb. vehicle of the prepared surface in the presence and at the direction of the Engineer. If the surface being tested exhibits any yielding, deflection, reaction or pumping, the Engineer may require additional work.

00330.80 Measurement - Replace this section except for the section number and title with the following:

No measurement will be made under this section and all work performed shall be considered incidental to other bid items.

00330.90 Payment - Replace this section except for the section number and title with the following:

No payment will made under this section and all work performed shall be considered incidental to other bid items.

SECTION 00331 – SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications:

SECTION 00440 - COMMERCIAL GRADE CONCRETE

Comply with Section 00440 of the Standard Specifications.

END SECTION

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications.

END SECTION

SECTION 00480 - DRAINAGE CURBS

Comply with Section 00480 of the Standard Specifications.

END SECTION

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

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

00490.80 Measurement – Add the following to this subsection:

No measurement shall be made for adjusting structures or boxes owned by utility providers. All work associated with installing grade adjustment rings provided by others or raising boxes to finish grade during paving operations which are not owned by Clackamas County will be considered incidental to other bid items including coordination with utility owners.

END SECTION

SECTION 00610 – RECONDITIONING EXISTING ROADWAY

Comply with Section 00610 of the Standard Specifications modified as follows:

00610.00 Scope – Supplement this subsection with the following:

If existing paved surfaces and bases are to be excavated and removed, the performance, measurement, and payment of the Work will be according to Sections 00310 and 00330 as indicated in the Contract Schedule of Items.

00610.40 Removal and Replacement of Unsuitable Materials – Supplement this subsection with the following:

Remove and replace unsuitable materials according to 00331.

00610.42 Aggregate Subbase, Base and Surfacing – Supplement this subsection with the following:

Finish the surface to the necessary grade which establishes a smooth and driveable surface free from bumps, humps or other vertical abnormalities. Establish positive drainage which matches or improves the existing conditions of the site prior to grading as noted on the Contract Drawings. Grading shall be approved by the Engineer prior to paving.

Add the following section:

00610.44 Protect Existing Subgrade – The Contractor shall protect the existing roadway base and subgrade from damage following asphalt pavement removal. Protection will include limiting all construction activities that could damage either exposed or aggregate base covered subgrade such as continued loading with construction equipment as part of haul routes for other work, continued loading during periods with inclement weather or as part of hauling operations that could compromise subgrade soils and all other activities within control of the Contractor. The Contractor shall protect subgrades from excessive moisture after pavement removal. Preventative measures shall be utilized to protect the subgrade during forecasted precipitation. Any damage to the subgrade as a result of the Contractors negligence shall be repaired at the Contractors expense.

The Contractor shall prepare and submit a subgrade protection plan that identifies the Contractors intended means and methods of removing existing surfaces, constructing new subgrade surfaces as prescribed in the Contract Documents, and protecting the existing subgrade from potential damage by the Contractors operations or outside factors such as weather. The Contractor shall be responsible to phase all work that places construction loads directly on the existing subgrade and select equipment sizes and classes in an effort to minimize potential overloading of the existing subgrade. If the Contractor's plan includes running haul equipment on exposed subgrades or aggregate covered subgrades, the haul equipment shall be limited to half of the maximum load.

00610.80 Measurement – Replace this subsection, except for the number and title, with the following:

The quantities of finishing roadbeds will be measured on the area basis, computed by multiplying the length of the roadway by the width of the roadbed actually graded, compacted, and finished as accepted by the Engineer.

00610.90 Payment – Replace this subsection, except for the number and title, with the following:

Pay Item	Unit of Measurement
(a) Reconditioning Existing Roadway.....	Square Yard

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

Item (a) includes all labor, equipment and materials necessary to trim, shape, finish, compact and proof-roll the roadway in preparation for new asphalt concrete pavement placement. Payment also includes all materials, equipment and labor necessary to protect the subgrade from damage prior to and during new asphalt concrete pavement construction.

No additional pavement will be made for additional grading necessary to re-establish existing drainage patterns, improve drainage patterns as noted on the plans or provide a smooth and driveable roadway free of ruts, depressions and irregularities.

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

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

00620.90 Payment – Add the following to the end of this section:

Payment will only be made for those areas shown or as directed by the Engineer. If the Contractor elects to use cold planing to remove existing pavement in areas where the Plans indicate pavement removal to full depth, this work will be paid under other bid items in 00310.92.

END SECTION

SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10 Base and Shoulder Aggregate – Supplement with the following:

Aggregate placed to modify existing roadway drainage patterns and create a uniform paving surface following existing asphalt surface removal shall be dense graded 3/4"-0.

00641.90 Payment – Supplement this section with the following:

Pay Item	Unit of Measurement
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(h) Extra Aggregate for Grading -----	Ton
---------------------------------------	-----

Item (h) will include aggregate placed, graded and compacted under removed asphalt surfaces to change the existing drainage patterns or cross section of the road as shown on the Contract Drawings or directed by the Engineer. Payment includes all labor, materials and equipment necessary to place, grade and compact the aggregate to prepare a uniform paving surface with adjacent surfaces.

END SECTION

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.44 Applying Tack Coat - Add the following before the first paragraph of this subsection:

A tack coat shall be applied between the existing pavement and the overlay and between all overlay pavement courses.

Tack coat shall be applied only so far in advance as is appropriate to insure a tacky condition of the asphalt at the time of placing the next course of pavement material. Application shall be scheduled so as to offer the least interference to traffic and to permit one-way traffic without pickup or tracking. The tack coat shall be covered the same day as applied.

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

No separate or additional payment will be made for emulsified asphalt tack coat. Tack coat shall be considered incidental to the asphalt concrete paving work, and no separate payment will be made.

END SECTION

SECTION 00745 - ASPHALT CONCRETE PAVEMENT

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

00745.11(a) Asphalt Cement - Replace PG 64-22 or PG 64-28 in the second paragraph with PG 64-22.

00745.42 Preparation of Underlying Surfaces - Add the following subsections:

(a) Overlay Preparation - Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or other approved methods prior to applying the tack coat or pavement overlay fabric. Any grass or other vegetation between the existing asphalt concrete and the curb shall be totally removed. Any vegetation that exists over the face of the curb line shall be removed in a neat workman like manner. The existing curb shall be cleaned and a tack coat applied prior to paving.

NOTE: The contractor is responsible for street sweeping. Special attention will be given to organic materials in cracks and the removal of all materials on the edge of the existing pavement. The contractor shall use vacuum sweepers that are self-propelled equipped with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface and collecting the material by vacuum device

All work required in the cleaning and preparing the work site as described above and payment for this item shall be considered incidental to and included in the unit price for asphalt concrete material, and no additional compensation shall apply.

(b) Pre-Leveling Courses - Existing pavements have occasional surface irregularities and uneven crown section. In these worst cases, it is the intent that this condition be corrected through the means of application of an asphalt concrete leveling course prior to the placing of the uniform 2" wearing course overlay. In leveling irregular surfaces, the presence of low areas and the surface grade to which the final course is to be placed may require the asphalt mixture to be laid in two or more layers in which case the compacted thickness of any one layer shall not exceed two and one-half (2 ½) inches.

All pre-leveling work must be performed at the direction of the County and quantities identified on the schedule of prices are approximate.

Asphalt concrete mixture to achieve the necessary pre-leveling work will be paid on the contract unit price per ton for the respective work site schedule of prices.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

Add the following to the end of this subsection:

All joints between asphalt concrete pavement, Portland Cement Concrete, and old surfaces, curbs, gutters, inlet structures, manholes, etc. shall be sealed by an application of CSS-1 emulsified asphalt followed immediately by a cover coat of clean sand. The liquid asphalt shall be carefully applied so the width of coverage beyond the joint is kept to a minimum

For asphalt concrete driveways and approaches the Contractor shall wing out the paving machine or dump additional material by hand for driveway apron. In no case will material be removed from the traveled lane for driveway apron.

00745.49(b)(2)(b) Core Correlation of Nuclear Gauge Readings - Replace this subsection, except for the subsection number and title, with the following:

For each lift on the Project that contains more than 2,500 tons of ACP, correlate each nuclear gauge that will be used on that lift. Perform core correlations and determine core correlation factors according to AASHTO T 355 and ODOT TM 327. Provide bulk specific gravity values to the Engineer within 24 hours of coring. If an Aggregate source or the asphalt cement source changes, new core correlations are required.

Apply correlation factors to all nuclear gauge readings for the Lift on which the core correlation was performed.

Both the Engineer and the Contractor may request additional core correlation of nuclear gauge readings. Core correlations requested by the Contractor or that are required due to a change in Aggregate or asphalt cement source will be at no additional cost to the Agency.

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

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of ACP Mixture having a compacted density of 2.1 tons per cubic yard.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

00745.90 Payment – Replace this subsection with the following:

The accepted quantities of ACP incorporated into the Project, whether or not recycled materials are used, will be paid for at the Contract unit price, per unit of measurement.

Asphalt concrete shall be measured and paid for on a ton basis, to the nearest 0.01 English ton. There will be no separate measurement or payment for asphalt cement contained in the mixture. The Contract unit price per ton for asphalt concrete shall include all work and materials required to:

- Furnish and acceptably place the required Tack Coat;
- Acceptably clean the existing pavement surfaces in preparation for applying the tack
- Seal all cold and transverse joints with hot liquid asphalt and clean sand.
- Provide all necessary quality control tests in accordance with ODOT specification 00745.

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

No separate or additional payment will be made for:

- leveling work
- lime
- QC testing
- sawing, cleaning, and filling joints on bridge deck overlays
- No separate or additional payment will be made for asphalt cement used in the mixture.

When indicated by other pay items in the Contract Schedule of Items, separate payment will be made for work described in 00745.42, 00749.91 and 00749.92.

When a panel consists of both temporary and permanent courses, payment for the entire panel will be based on the permanent course.

00745.95 Price Adjustments – Replace this subsection with the following:

There will be no ACP Price Adjustments for this project.

Asphalt concrete placed in overlay that does not comply with the compaction requirements herein shall be removed and replaced at the discretion of the Engineer.

END SECTION

SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR

Comply with Section 00748 of the Standard Specifications.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications modified as follows:

00749.91 Method “A” – Weight and Extras Basis – Supplement this section with the following:

Item (i) includes all additional Work to complete additional repair depths on existing asphalt pavements as shown in the Plans or directed by the Engineer. Payment includes all material removal, sawcutting and surface preparation for new asphalt concrete pavement.

END SECTION

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

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

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

END SECTION

SECTION 00855 - PAVEMENT MARKERS

Comply with Section 00855 of the Standard Specifications.

END SECTION

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications.

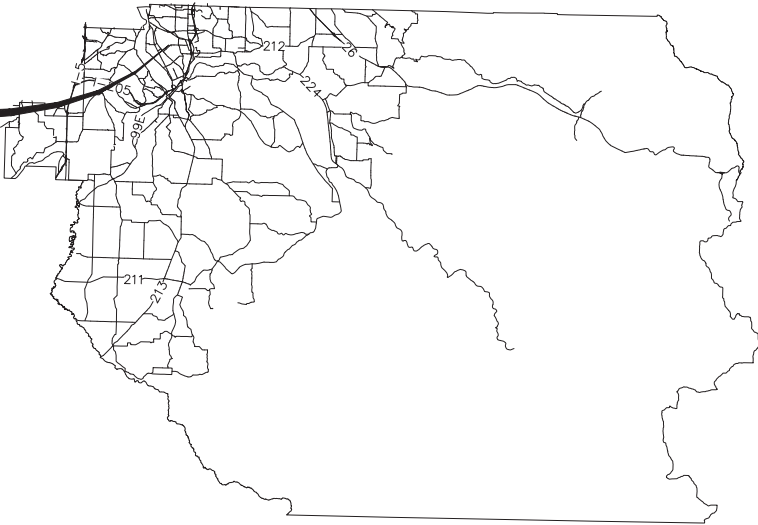
END SECTION

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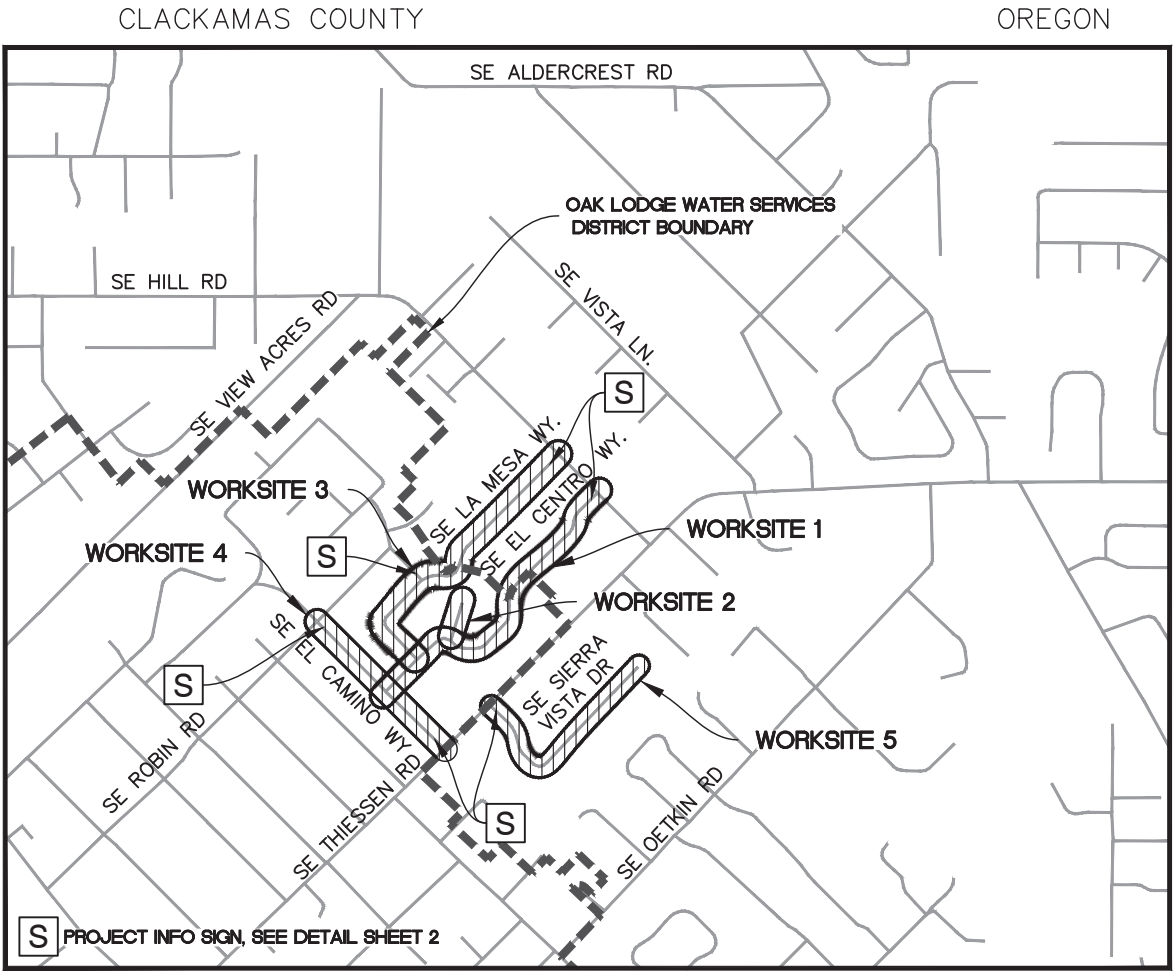
CLACKAMAS COUNTY
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

PLANS FOR PROPOSED PROJECT
PAVING, GRINDING, AND GRADING
THIESSEN 2 PAVING PROJECT

WORKSITE 1 - SE EL CENTRO WY - RD# 22132
WORKSITE 2 - SE EL CENTRO CT - RD# 22273
WORKSITE 3 - SE LA MESA WY - RD# 22131
WORKSITE 4 - SE EL CAMINO WAY - RD 22198
WORKSITE 5 - SE SIERRA VISTA DR - RD# 22128



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3	PROJECT DETAILS
4-5	SE EL CENTRO WAY/COURT PLANS
6-7	SE LA MESA WAY PLANS
8	SE EL CAMINO WAY PLAN
9	SE SIERRA VISTA DRIVE PLAN
10-13	ODOT STANDARD DETAILS
14-22	OLWSD ESC PLANS



THIESSEN 2 VICINITY MAP
NOT TO SCALE



T. 2S, R. 2E, SEC. 6-7

ATTENTION !

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0100. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER OR ANSWERS TO QUESTIONS ABOUT THE RULES BY CALLING (503) 232-1987.



EXPIRES: 06/30/2026

COVER SHEET		THIESSEN 2 PAVING PROJECT		DATE: 6/2025	PROJECT NO.: 300322304
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		DIRECTOR		DAN JOHNSON	
DESIGNED BY: WW	DRAFTED BY: TB/CK	CHECKED BY: DB	NO. DATE:	Sheet No.	
				1	

GENERAL NOTES:

- COORDINATE VALVE, MANHOLES AND UTILITY VAULT/BOX ADJUSTMENTS WITH UTILITIES.
- ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
- IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND DTD TRANSPORTATION MAINTENANCE OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
- THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE PROJECT SITE.
- WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- FINAL CLEANUP – PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR’S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.
- INSTALL PROJECT SIGNS PRIOR TO COMMENCING WITH WORK. MOUNT BOTH SIGNS TO SINGLE 4X4 WOOD SUPPORT OR APPROVED TSS AT EACH LOCATION. COORDINATE FINAL LOCATION WITH INSPECTOR. SEE PROJECT SIGN DETAILS, THIS SHEET.

SURVEY NOTES:

- VERTICAL DATUM: NAVD’88 UTILIZING GPS POSITIONING TIED TO THE ORGN WITH REAL TIME CORRECTORS REFERENCED TO DATUM NAD’83 (2011) EPOCH 2010.00. THIS DATUM REALIZATION WAS VERIFIED THROUGH DIRECT OBSERVATION TO NGS CONTROL POINT Q723 HAVING A POINT IDENTIFICATION OF RD1491. THIS POINT IS DESCRIBED AS A STAINLESS STEEL ROD WITH SLEEVE NEAR THE INTERSECTION OF STATE HIGHWAY 224 AND LAKE ROAD. THE ELEVATION OF THIS POINT IS PUBLISHED AS 31.131 METERS (102.14 FEET) AND WAS ESTABLISHED BY NGS THROUGH DIFFERENTIAL LEVELING AND ADJUSTED BY THE NATIONAL GEODETIC SURVEY IN JUNE 1991, AND HAS A VERTICAL ORDER OF FIRST CLASS II.
- HORIZONTAL DATUM: GPS OBSERVATIONS TIED TO THE OREGON REAL–TIME GNSS NETWORK (ORGN). OREGON COORDINATE REFERENCE SYSTEM ,PORTLAND ZONE, NAD ’83 (2011) (EPOCH 2010.00).
- SE EL CAMINO WAY: NO SURVEY DATA WAS COLLECTED FOR THIS ROADWAY AND ALL INFORMATION SHOWN IS BASED ON GIS, AERIAL OR FIELD SURVEY DATA. CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM ALL EXISTING CONDITIONS.

RIGHT–OF–WAY REPRESENTATION:

- ALL LINE–WORK SHOWN RELATING PROPERTY BOUNDARY TO SCAN DATA IS FOR GRAPHICAL REPRESENTATION ONLY. ANY APPARENT DISCREPANCIES BETWEEN SAID DATA WILL REQUIRE FIELD VERIFICATION THROUGH A PROPER RIGHT–OF–WAY RESOLUTION.

SURFACING REMOVAL, GRADING AND PAVING NOTES:

- WHERE PAVEMENT IS TO BE REPLACED TO MATCH EXISTING GRADE AT THE CENTERLINE/ROADWAY CROWN AND ADJACENT TO THE EXISTING CURB, CONTRACTOR SHALL:
 - MARK EXISTING CURB FLOW LINE WITH PAINT PRIOR TO A.C. SURFACING REMOVAL TO DOCUMENT EXISTING PAVEMENT ELEVATION AND CURB EXPOSURE.
 - SURVEY THE EXISTING ROADWAY CROWN, GRADE BREAKS, EDGE OF PAVEMENT (AS NECESSARY) AND ANY OTHER LOCATIONS AS NECESSARY TO RE–ESTABLISH THE EXISTING ROAD GRADE. EXISTING ELEVATIONS SHALL BE COLLECTED AT A MAXIMUM DISTANCE OF 25 FEET ALONG THE FULL STREET ALIGNMENT.

SURVEY INFORMATION SHALL BE USED TO PROVIDE CONSTRUCTION STAKING, AS NECESSARY, DURING FINAL GRADING PRIOR TO PAVING.

- COMPLETE FULL WIDTH PAVEMENT BASE COURSE PRIOR TO CONSTRUCTING SUBSEQUENT ASPHALT LIFTS. OFFSET LONGITUDINAL JOINTS PER 00745.47.

DETAILED TRAFFIC CONTROL/PHASING NOTES:

GENERAL: CONTRACTOR SHALL FOLLOW AN APPROVED PHASING PLAN FOR EACH PROJECT AREA THAT MEETS THE MINIMUM REQUIREMENTS AS SET FORTH IN THE CONTRACT DOCUMENTS. ANY PROPOSED PHASING THAT CONFLICTS WITH REQUIREMENTS NOTED BELOW OR ELSEWHERE IN THE CONTRACT DOCUMENTS, SHALL BE APPROVED IN WRITING BY THE CITY PRIOR TO BEGINNING WORK.

- CONTRACTOR SHALL PHASE CONSTRUCTION SO THAT ALL TRUCKING AND HEAVY EQUIPMENT MANEUVERING IS COMPLETED ON A PAVED SURFACE (EXISTING OR NEW). THIS SHALL BE ACCOMPLISHED BY COMPLETING ALL NECESSARY PAVEMENT REMOVAL, GRADING, STRUCTURE ADJUSTMENTS AND PAVING ON ONE–HALF OF THE ROADWAY AT A TIME AND USING THE OTHER PAVED HALF OF THE ROADWAY TO FACILITATE TRUCK MOVEMENTS. ANY SUBGRADE DAMAGE CAUSED BY THE CONTRACTOR PLACING HAUL TRUCKS ON AN UNPAVED SURFACE SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. SEE 00610.44 OF THE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION AND SUBGRADE PROTECTION PLAN SUBMITTAL REQUIREMENTS.
- CONTRACTOR SHALL PHASE AND COORDINATE CONSTRUCTION TO MINIMIZE DELAYS AND IMPACTS TO PUBLIC TRAFFIC, PUBLIC SERVICES (GARBAGE, MAIL, ETC) AND PROPERTY ACCESS.
- ALL ROADS WITHIN WORK ZONES MAY BE CLOSED TO THRU TRAFFIC DURING WORK HOURS BUT SHALL REMAIN ACCESSIBLE TO RESIDENTS, BUSINESSES AND SERVICES AT ALL TIMES. CONTRACTOR SHALL PHASE THE WORK SO 2–WAY TRAFFIC IS MAINTAINED OUTSIDE OF WORK HOURS. ACCESS TO SIDE SIDE STREETS SHALL BE MAINTAINED AT ALL TIMES. NOTIFY COUNTY A MINIMUM OF 2 WEEKS PRIOR TO IMPLEMENTING ANY APPROVED ROAD CLOSURES.
- CONTRACTOR SHALL PREPARE A DETAILED TRAFFIC CONTROL PLAN FOR EACH PROJECT SITE CONFORMING TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MUTCD AND THESE CONTRACT DOCUMENTS.

ODOT STANDARD DRAWINGS

- RD100
- RD101
- RD610
- RD615
- RD701
- RD1005
- RD1010
- RD1032
- TM500–503
- TM515
- TM517
- TM530

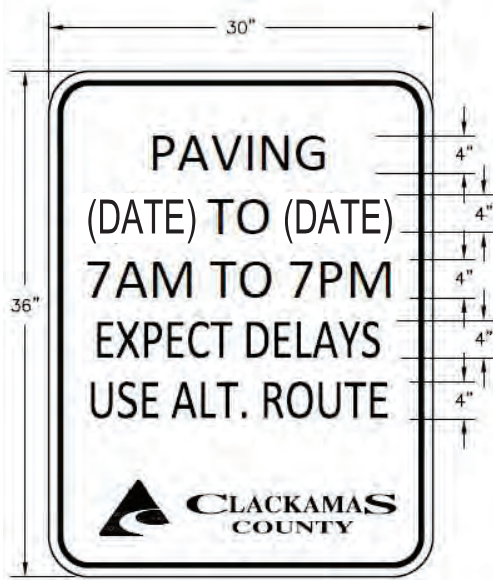
- TM531
- TM560
- TM561
- TM800
- TM810
- TM820
- TM821
- TM822
- TM840
- TM841
- TM842
- TM850

- D500
- D600
- D650
- M100
- S100
- S150

COUNTY ROADWAY STANDARD DRAWINGS



PAVING SIGN



PROJECT NOTIFICATION SIGN

SIGN NOTES:

- SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.
- TEXT FONT TO BE FHWA C.
- COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE: [HTTP://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE](http://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE)
- CONTRACTOR’S APPROVED SCHEDULE TO DETERMINE DATES ON PROJECT NOTIFICATION SIGN.

TEMPORARY PROJECT SIGN DETAILS

NTS

LEGEND

- | | |
|--|-------------------------------------|
| | EXISTING PROPERTY ADDRESS |
| | EXISTING ROW/PROPERTY LINE |
| | EXISTING EDGE OF PAVEMENT |
| | EXISTING CONCRETE |
| | EXISTING GRAVEL |
| | EXISTING SANITARY MANHOLE |
| | EXISTING STORM MANHOLE |
| | EXISTING CATCH BASIN |
| | EXISTING AREA DRAIN |
| | EXISTING FIRE HYDRANT |
| | EXISTING WATER METER |
| | EXISTING WATER VALVE |
| | EXISTING GAS VALVE |
| | EXISTING CLEANOUT |
| | EXISTING POWER VAULT |
| | EXISTING UTILITY POLE |
| | EXISTING MAILBOX |
| | EXISTING MONUMENT |
| | EXISTING SIGN |
| | EXISTING DITCH |
| | PROPOSED SAWCUT |
| | PROPOSED APPROXIMATE FLOW DIRECTION |



EXPIRES: 06/30/2026

GENERAL NOTES & LEGEND

CLACKAMAS COUNTY



DESIGNED BY:
WW

REVISIONS

NO. DATE:

Sheet No.

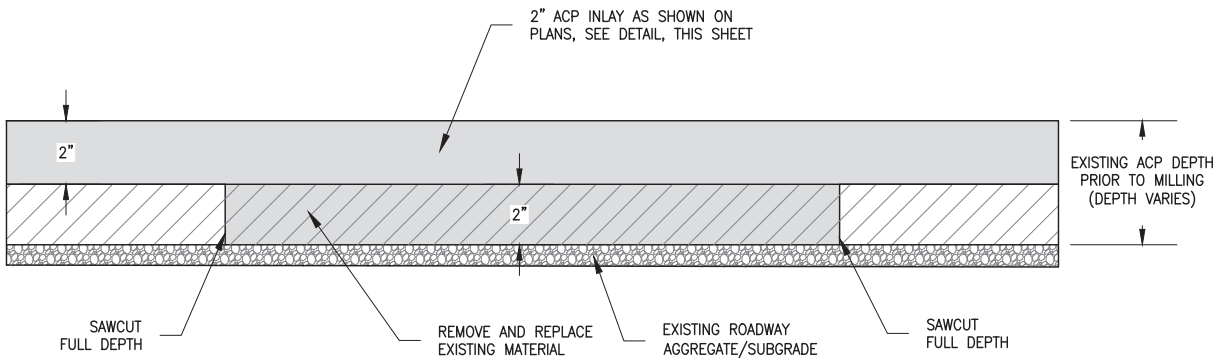
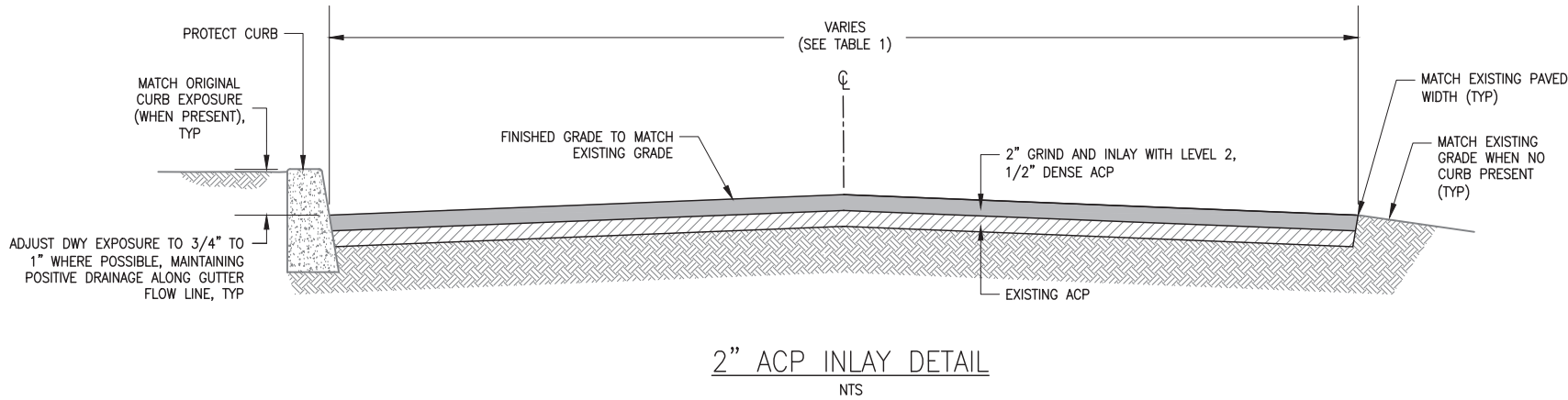
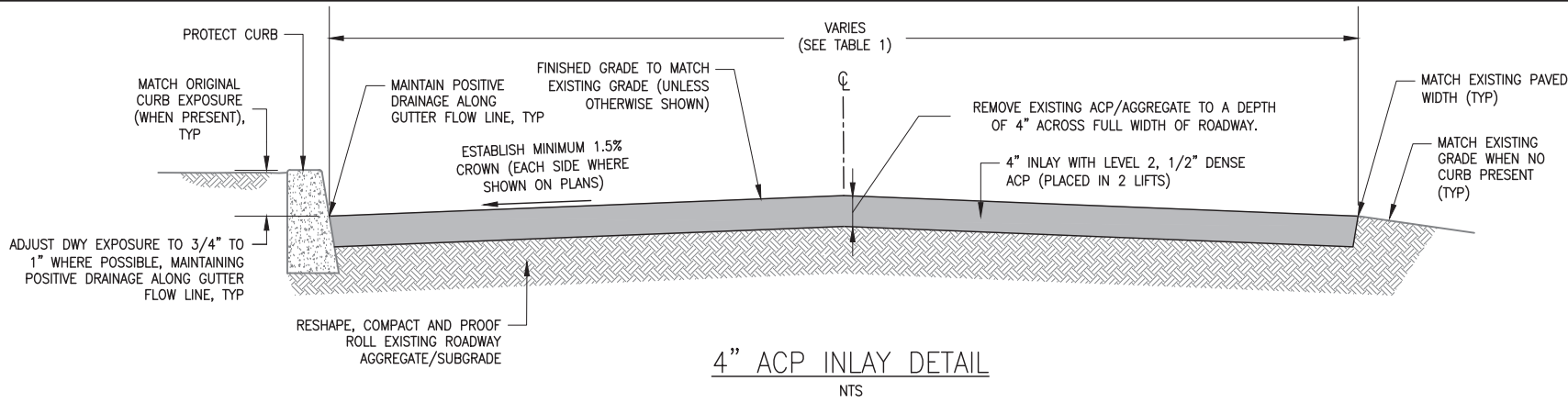
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PAVING PROJECT

DATE: 6/2025 PROJECT NO.: 300322304

DIRECTOR

DAN JOHNSON

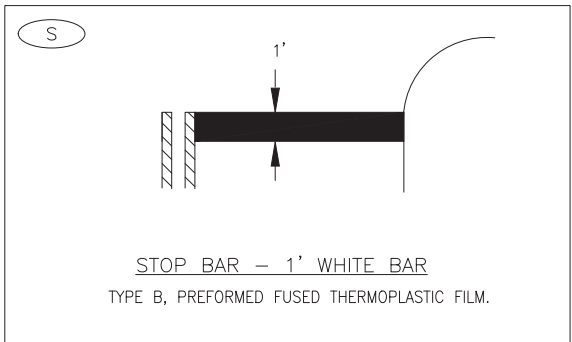
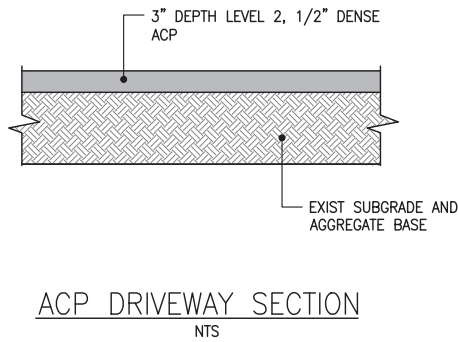
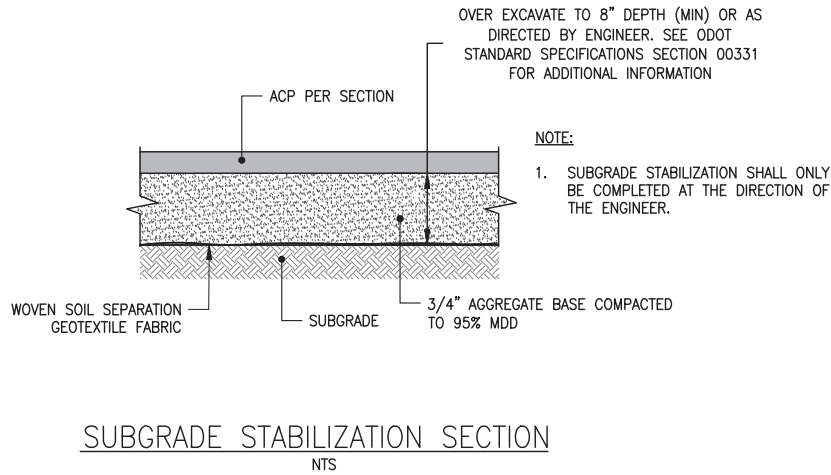
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- NOTES:
- PAYMENT WILL BE PAYMENT IN FULL FOR FURNISHING AND PLACING ALL MATERIALS, AND FOR FURNISHING ALL EQUIPMENT, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SPECIFIED.
 - ACP WILL BE PAID FOR ACCORDING TO 00745.90
 - NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR SAW CUTTING, EXCAVATION, COLD PLANE PAVEMENT REMOVAL, AGGREGATE, AND WATER.
 - ALL SURFACES SHALL BE MILLED AND PAVED BACK DURING THE SAME SHIFT.
 - FOLLOWING MILLING OF EXISTING ACP, VERIFY LIMITS OF 2" ACP REPAIR AREAS SHOWN IN PLAN WITH ENGINEER.

2" ASPHALT CONCRETE PAVEMENT REPAIR DETAIL
NTS

TABLE 1	
STREET NAME	STREET WIDTH
SE EL CENTRO WAY	28'-32'±
SE EL CENTRO COURT	32'±
SE LA MESA WAY	28'-32'±
SE EL CAMINO WAY	32'±
SE SIERRA VISTA DRIVE	28'±



EXPIRES: 06/30/2026

PROJECT DETAILS

THIESSEN 2
PAVING PROJECT

DATE: 6/2025 PROJECT NO.: 300322304

CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON

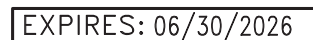
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

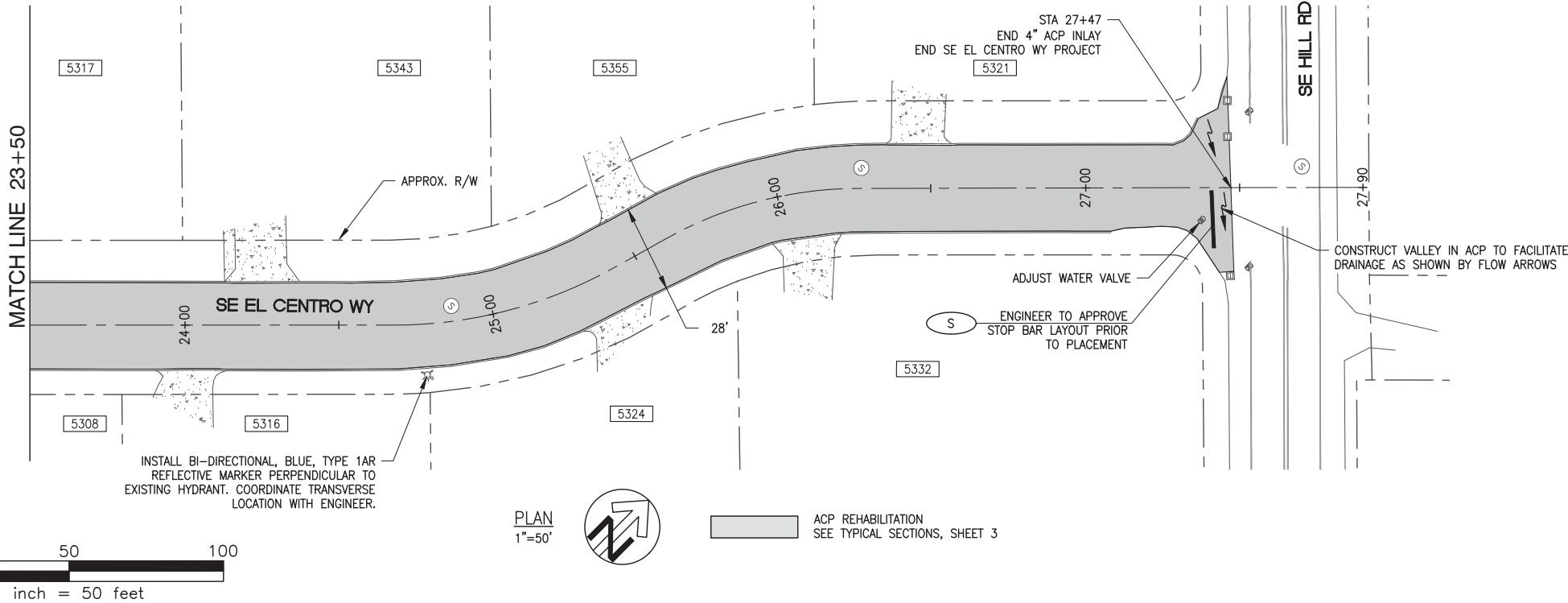
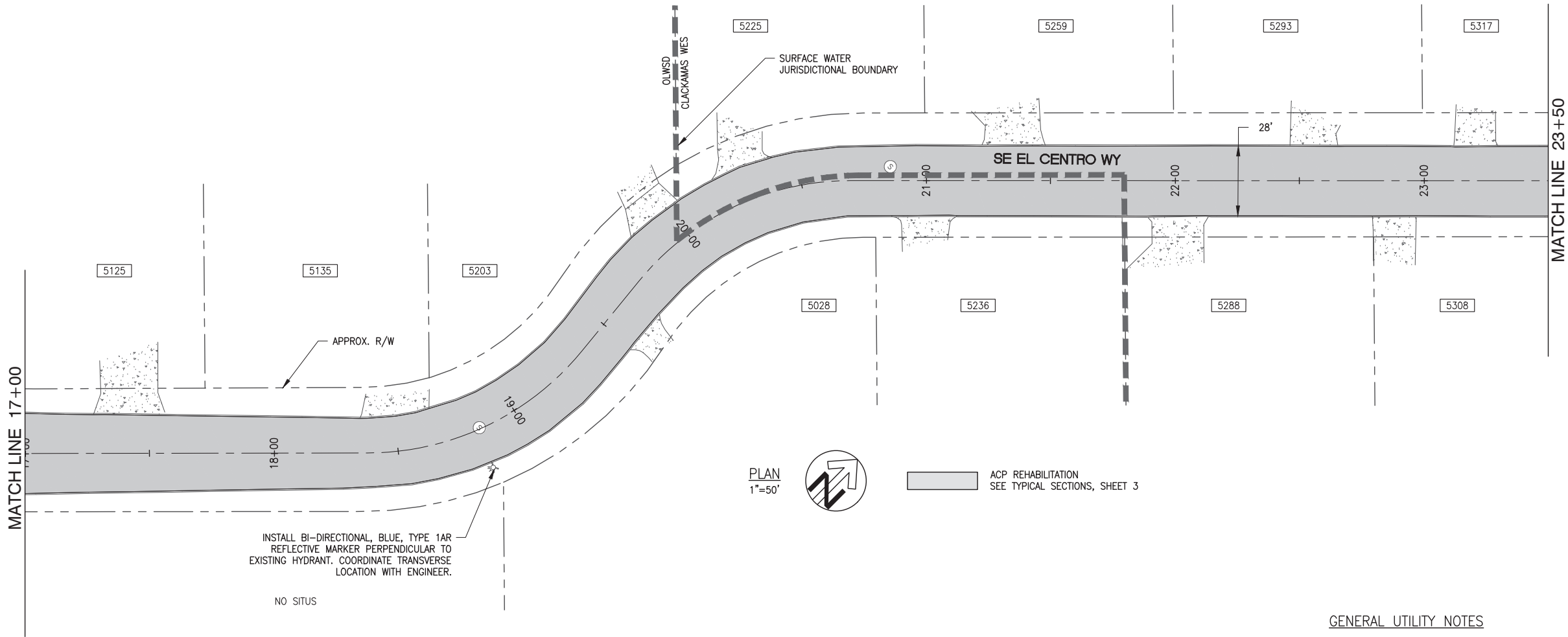
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GENERAL UTILITY NOTES

1. PROTECT ALL SANITARY/STORM SEWER MANHOLES.
2. PROTECT AND ADJUST ALL SANITARY SEWER CLEANOUTS.
3. PROTECT ALL STORM SEWER CATCH BASINS/INLETS.
4. ADJUST VALVES TO FINISH GRADE WHERE SHOWN.



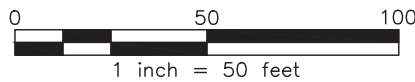
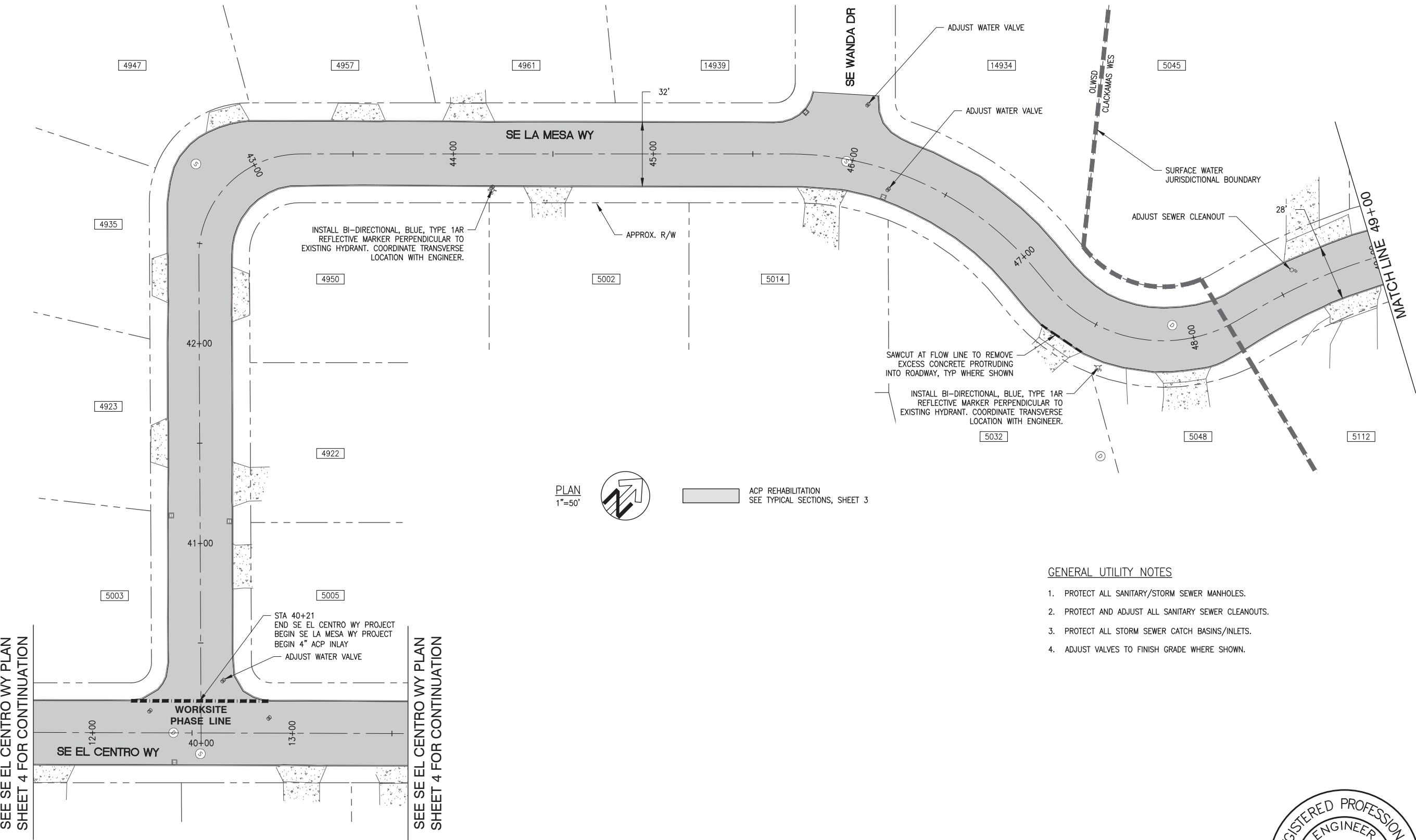
EXPIRES: 06/30/2026

SE EL CENTRO WAY PLAN II		THIESSEN 2 PAVING PROJECT		DATE: 6/2025		PROJECT NO.: 300322304	
 CLACKAMAS COUNTY		DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045				DIRECTOR	
		DAN JOHNSON					
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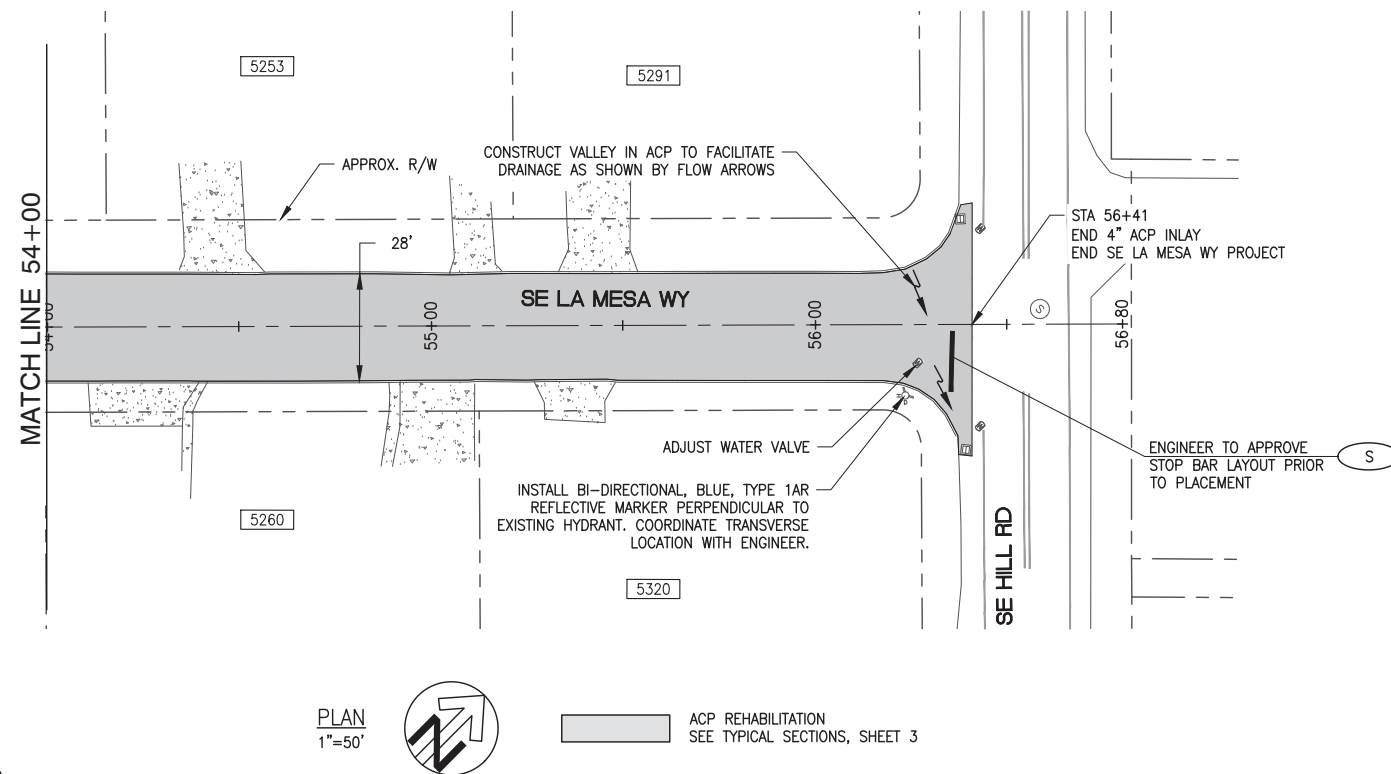
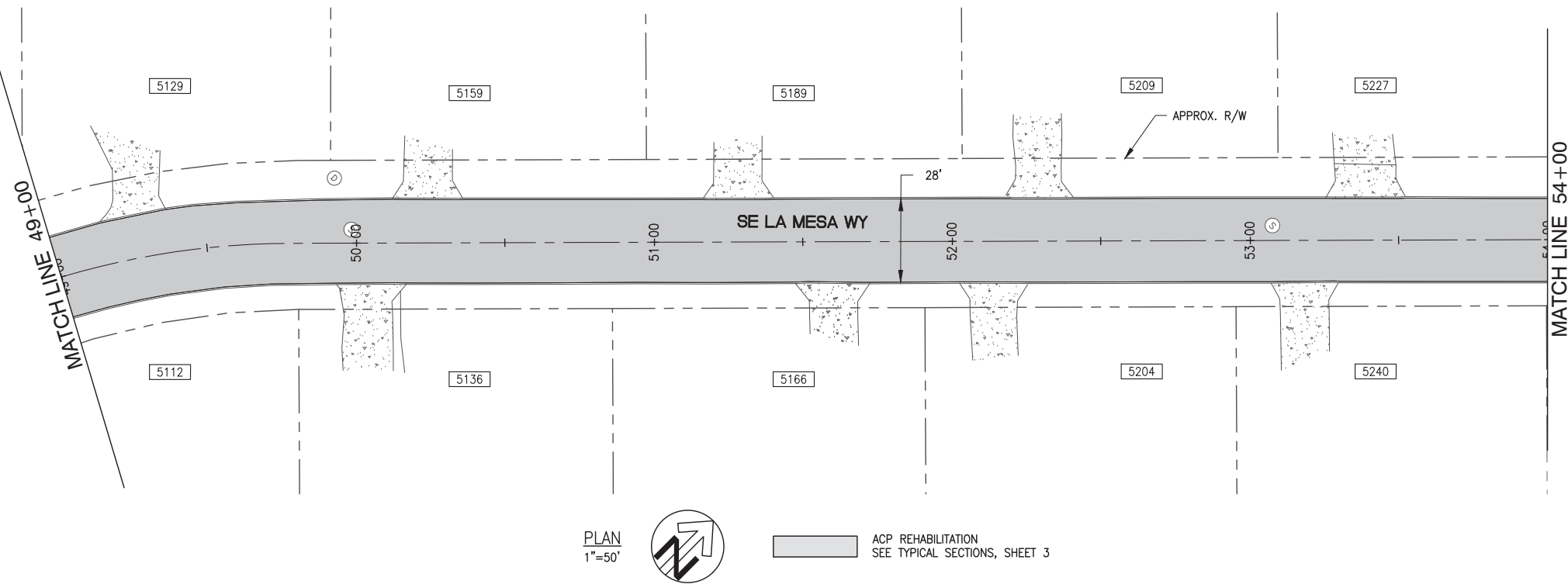
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SEE SE EL CENTRO WY PLAN
SHEET 4 FOR CONTINUATION

SEE SE EL CENTRO WY PLAN
SHEET 4 FOR CONTINUATION

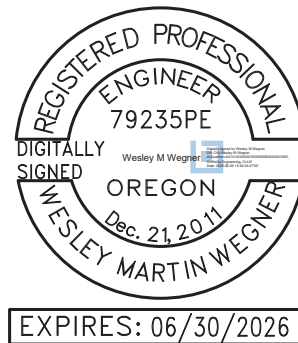
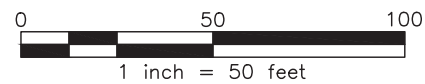


SE LA MESA WAY PLAN I		THIESSEN 2 PAVING PROJECT	
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		DIRECTOR DAN JOHNSON	
DESIGNED BY: WW	DRAFTED BY: TB/CK	CHECKED BY: DB	
NO. DATE:			
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PROJECT NO.: 300322304			



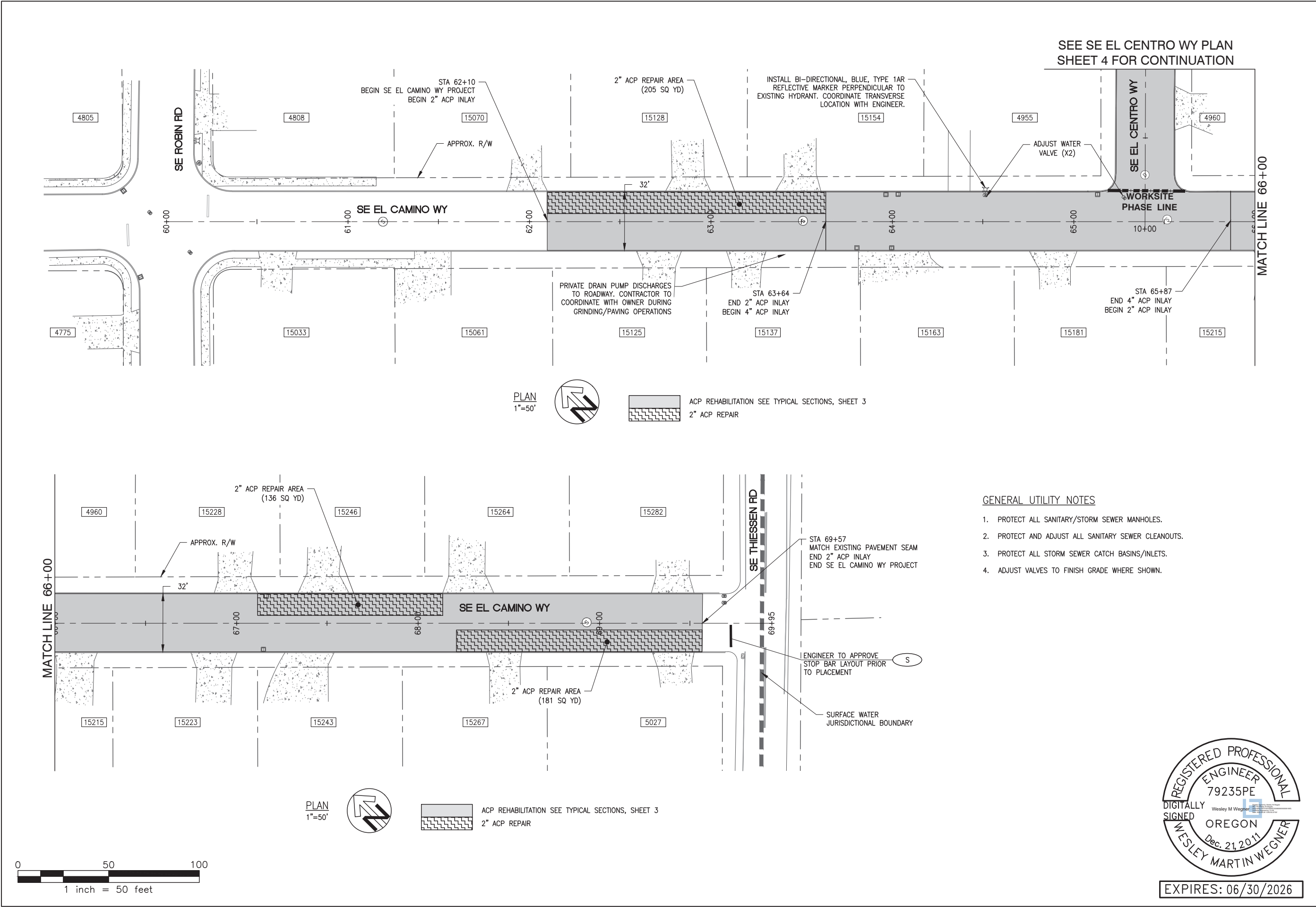
GENERAL UTILITY NOTES

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2. PROTECT AND ADJUST ALL SANITARY SEWER CLEANOUTS.
3. PROTECT ALL STORM SEWER CATCH BASINS/INLETS.
4. ADJUST VALVES TO FINISH GRADE WHERE SHOWN.



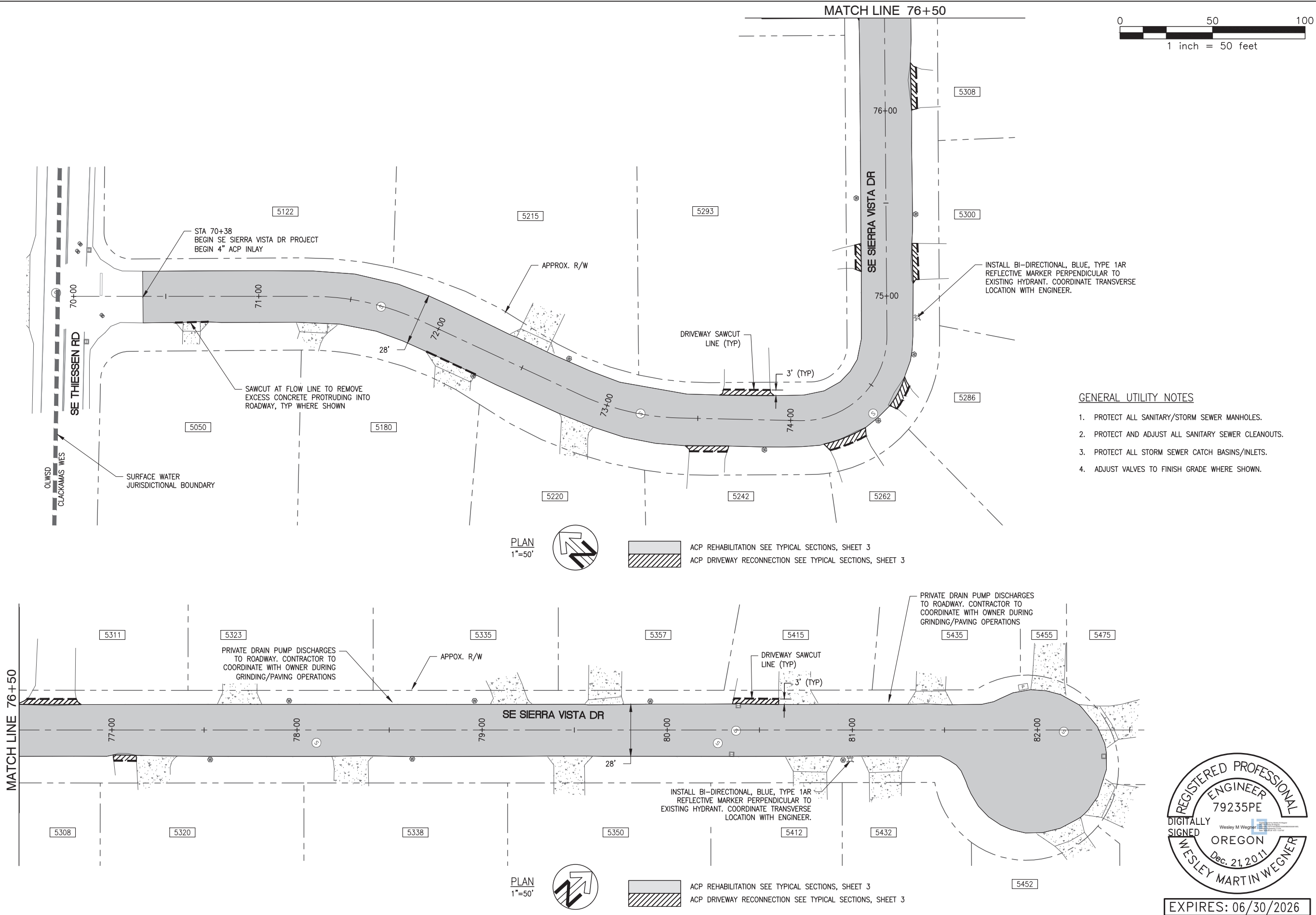
REVISIONS		DESIGNED BY:	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	
		WW		
NO.	DATE:	DRAFTED BY:	CLACKAMAS COUNTY DAN JOHNSON	
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		CHECKED BY:	DIRECTOR	
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Sheet No.			DATE: 6/2025 PROJECT NO.: 300322304	
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SE EL CAMINO WAY PLAN		THIESSEN 2 PAVING PROJECT		DATE: 6/2025		PROJECT NO.: 300322304	
 CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		DIRECTOR		DAN JOHNSON			
DESIGNED BY: WW		DRAFTED BY: TB/CK		CHECKED BY: DB		REVISIONS	
NO.		DATE:					

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GENERAL UTILITY NOTES

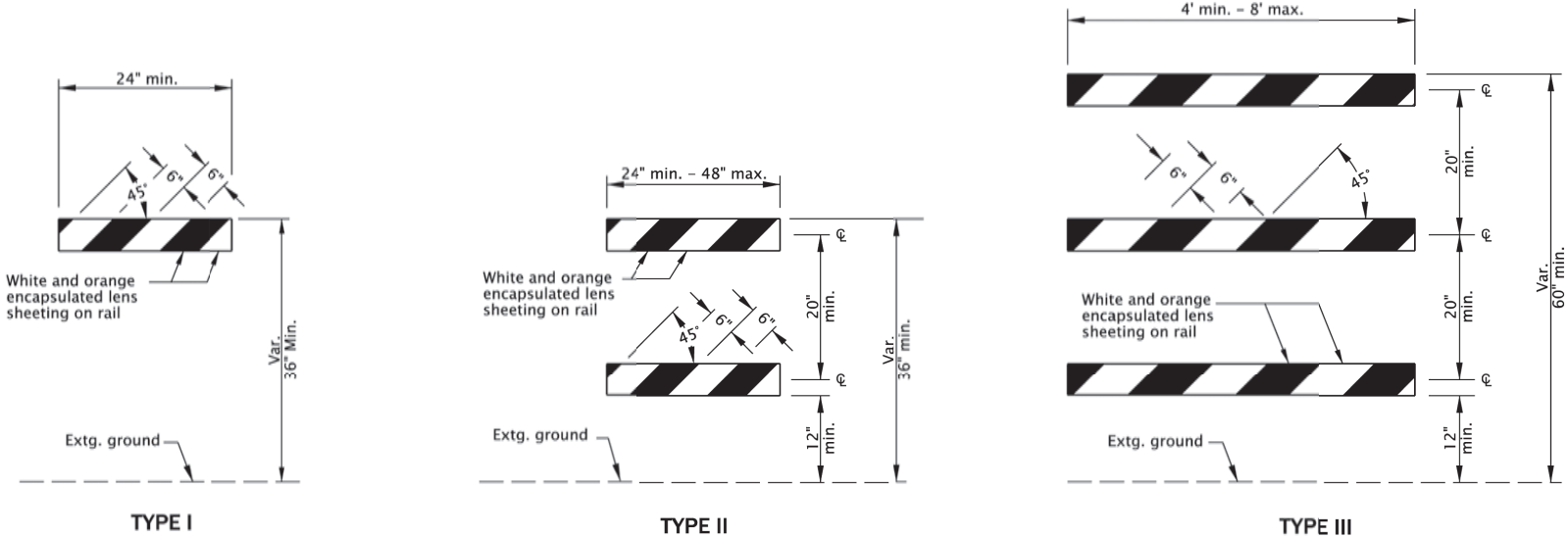
1. PROTECT ALL SANITARY/STORM SEWER MANHOLES.
2. PROTECT AND ADJUST ALL SANITARY SEWER CLEANOUTS.
3. PROTECT ALL STORM SEWER CATCH BASINS/INLETS.
4. ADJUST VALVES TO FINISH GRADE WHERE SHOWN.



EXPIRES: 06/30/2026

SE SIERRA VISTA DRIVE PLAN		THIESSEN 2 PAVING PROJECT		PROJECT NO.: 300322304	
CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045		DIRECTOR		DATE: 6/2025	
 CLACKAMAS COUNTY		DAN JOHNSON			
DESIGNED BY: WW		DRAFTED BY: TB/CK		CHECKED BY: DB	
NO.		DATE:			

01-JUL-2020
TM820.dgn



- GENERAL NOTES FOR ALL DETAILS:
- Sandbags (approximately 25 lb sack filled with sand) may be placed on lower frame to provide additional ballast.
 - Ballast shall not extend above bottom rail or be suspended from barricade.
 - For rails less than 36" long, 4" wide stripes shall be used.
 - Rails must be 8" min. to 12" max. in height.
 - Use barricades from ODOT Qualified Products List (QPL).
 - Use 4' Type III barricades where horizontal space is limited.
 - Do not block bike lanes or shoulders unless the facility is properly closed and signed.
 - Do not place barricades in sidewalks unless sidewalk is closed and a temporary pedestrian accessible route (TPAR) is signed according to the TCP. See Dwg. No. TM844.

- NOTES:
- Markings for barricade rails shall slope downward at an angle of 45° in the direction traffic is to pass.
 - Where a barricade extends entirely across a roadway, it is desirable that the stripes slope downward in the direction toward which traffic must turn in detouring.
 - Where both right and left turns are provided for, slope the chevron striping downward in both directions from the center of the barricade.
 - For full roadway closures, the C or LR barricade may be used. Extend barricades completely across roadway unless access is required for local road users.

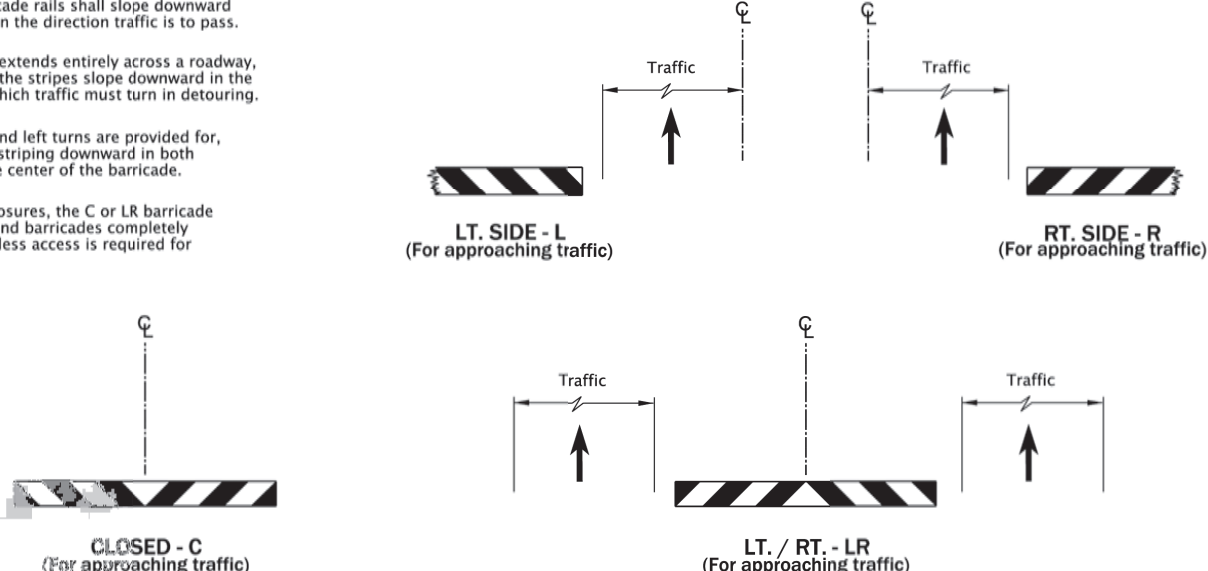


DIAGRAM FOR BARRICADE PLACEMENT AND SLOPE MARKING

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.		
OREGON STANDARD DRAWINGS		
TEMPORARY BARRICADES		
2024		
DATE	REVISION	DESCRIPTION
CALC. BOOK NO.	N/A	SDR DATE 01-JUL-2020
		TM820

Effective Date: June 1, 2025 – November 30, 2025



ODOT STANDARD DETAILS I

THIESSEN 2
PAVING PROJECT

DATE: 6/2025
PROJECT NO.: 300322304

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DIRECTOR
DAN JOHNSON

DESIGNED BY: WW	DRAFTED BY: TB/CK	CHECKED BY: DB
NO. DATE:		

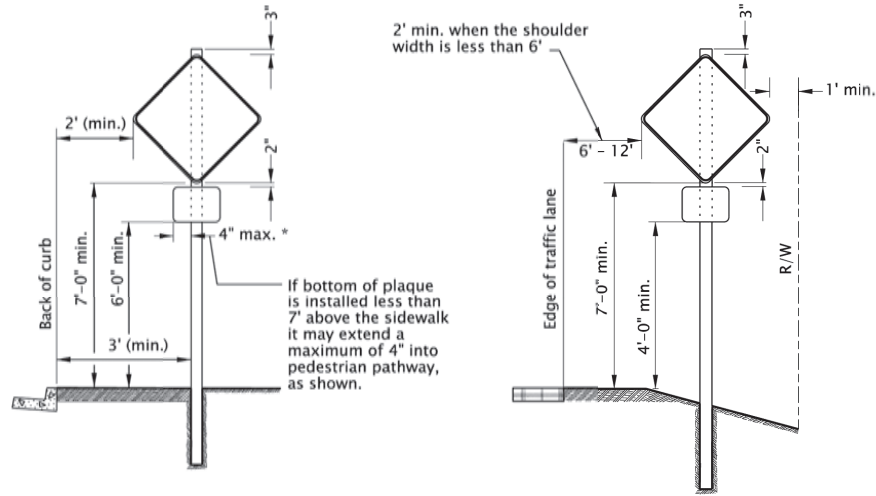
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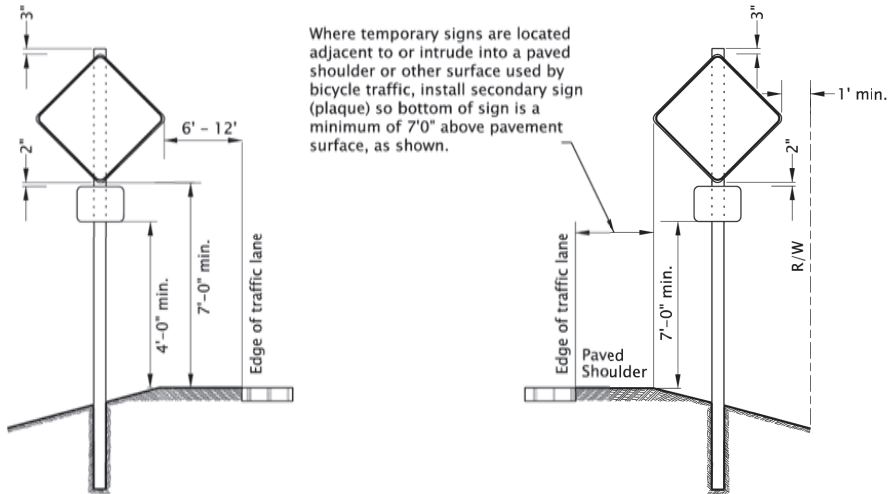
NOTES:

- Do not block bicycle lanes, sidewalks, or TPAR's with sign supports. Maintain minimum widths for these facilities according TCP Design Manual, MUTCD, ADA, or as directed.
- To be accompanied by Dwg. Nos. TM670, TM671, TM687, TM688 & TM689.



Urban Areas With Curb/Sidewalk

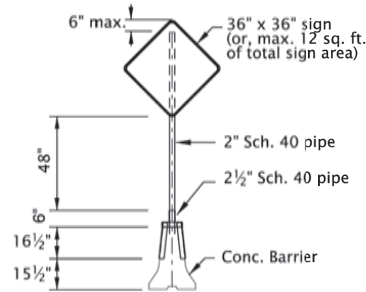
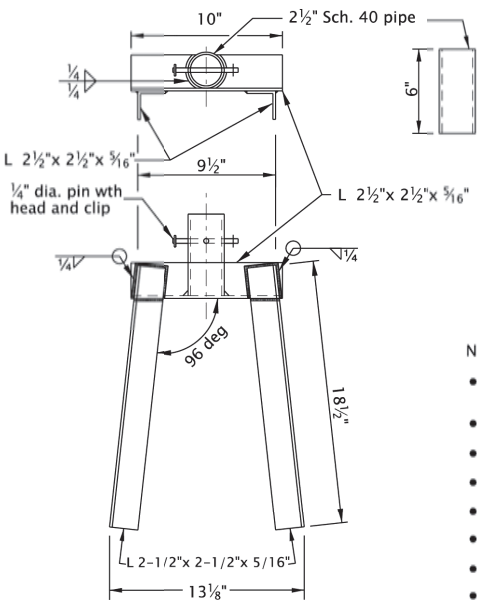
Rural Areas



Divided Highway/Freeway Medians
No Curb/Sidewalk

Rural or Urban Areas - Curb or No Curb
Bicycles On Shoulder

TEMPORARY SIGN PLACEMENT



NOTES:

- Drill additional holes so sign can be rotated 90 degrees and pinned when not in use.
- All structural steel shall conform to ASTM A36.
- Support fits both 32" and 42" tall "F" barrier.
- Use for supporting a maximum 12 sq. ft. of total sign area.
- Place support at connection between two concrete barrier sections.
- Weld steel according to American Welding Society (AWS) D.1.1.
- Do not use clipped signs.
- Follow manufacturer recommendation when installing signs on barrier other than concrete.

CONCRETE BARRIER SIGN SUPPORT

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without first consulting a Registered Professional Engineer.

All materials shall be in accordance with the current Oregon Standard Specifications.		
OREGON STANDARD DRAWINGS		
2024		
DATE	REVISION	DESCRIPTION
CALC. BOOK NO.	N/A	SDR DATE 01-JUL-2020
		TM822

Effective Date: June 1, 2025 – November 30, 2025



EXPIRES: 06/30/2026

REVISIONS

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CHECKED BY:	DB
NO. DATE:	

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CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON

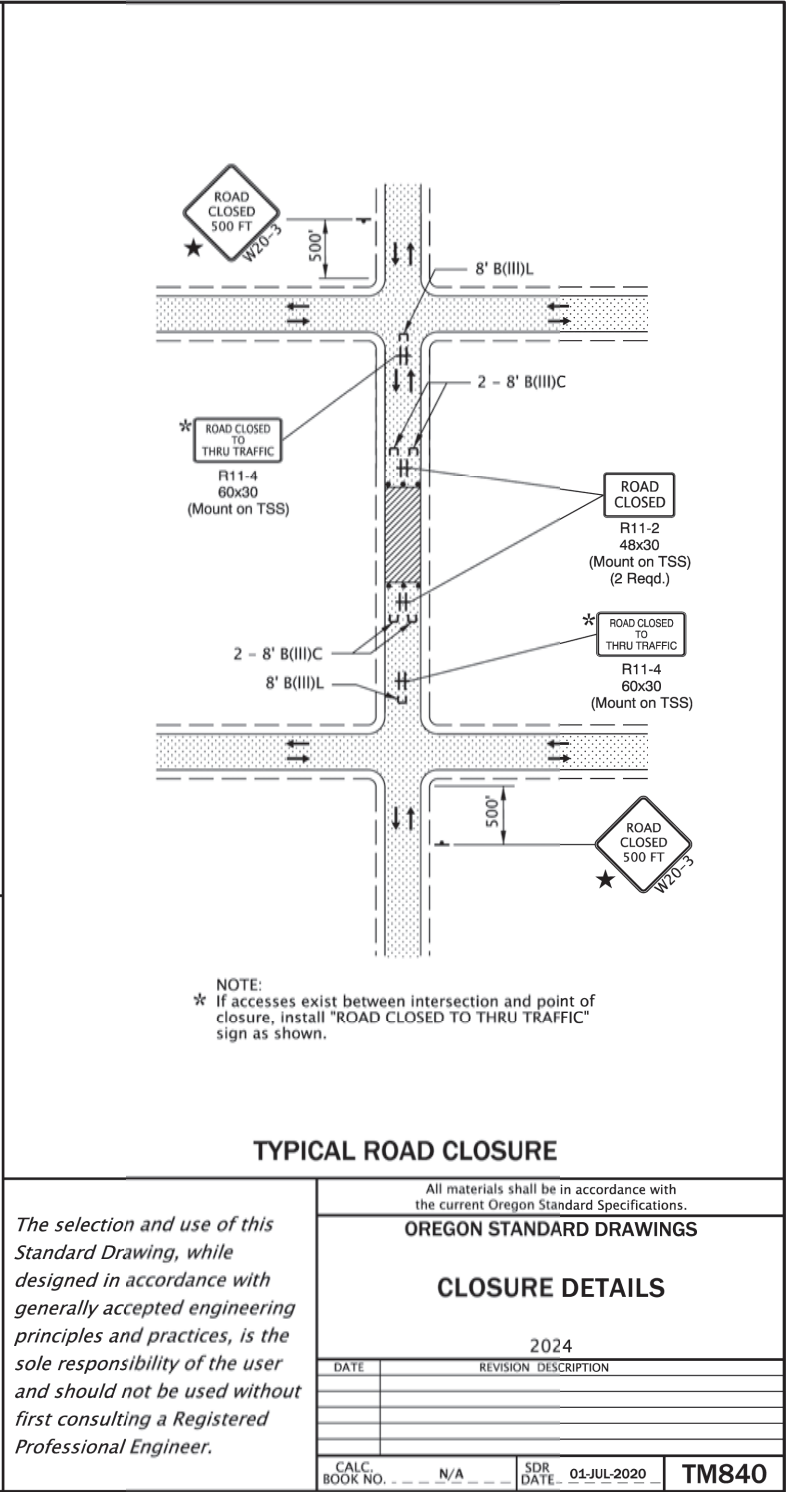
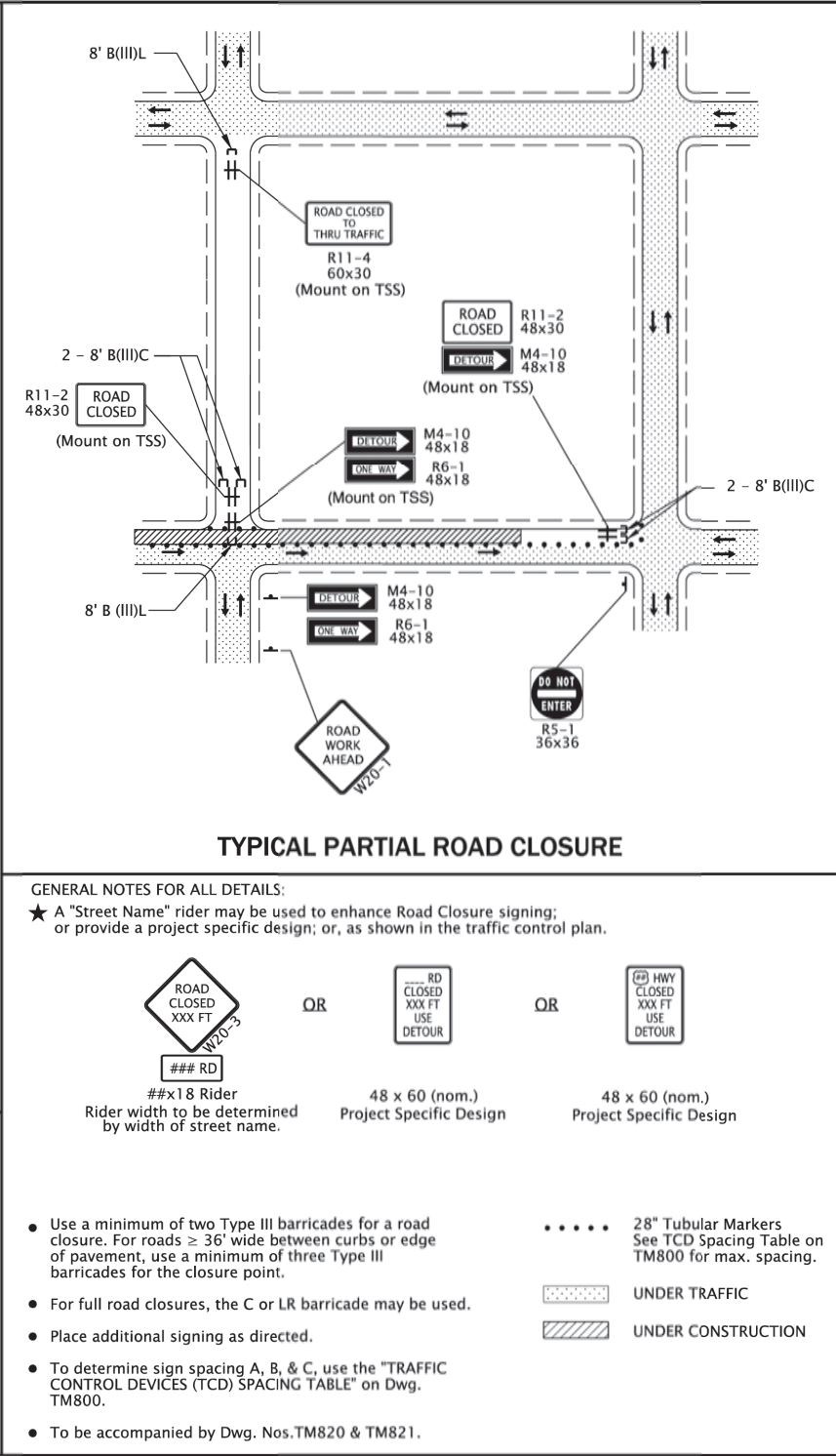
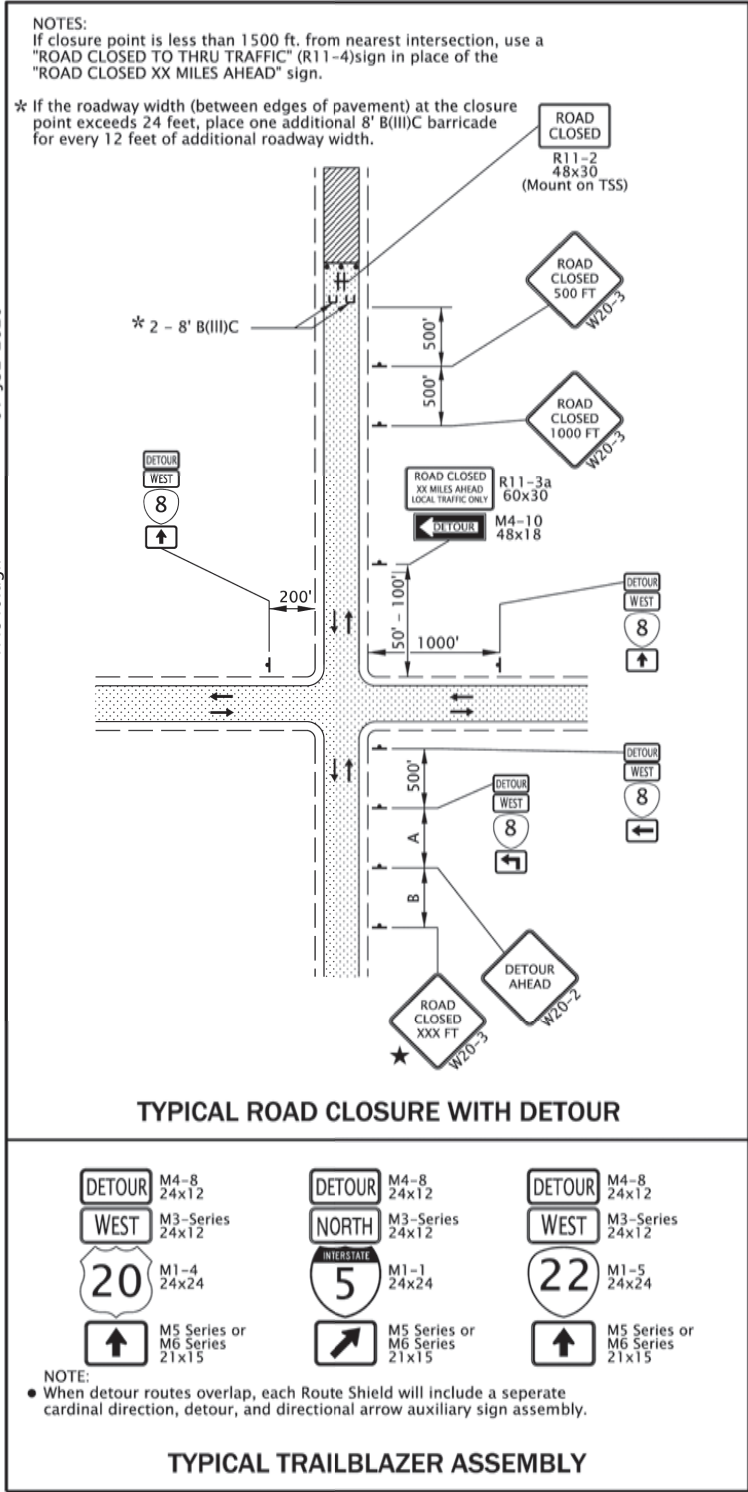
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ODOT STANDARD DETAILS III

THIESSEN 2
PAVING PROJECT

DATE: 6/2025 PROJECT NO.: 300322304

TM840.dgn 01-JUL-2020



Effective Date: June 1, 2025 – November 30, 2025



EXPIRES: 06/30/2026

ODOT STANDARD DETAILS IV

THIESSEN 2
PAVING PROJECT

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DAN JOHNSON
DIRECTOR

DESIGNED BY: WW
DRAFTED BY: TB/CK
CHECKED BY: DB

REVISIONS

NO.	DATE:		

Sheet No. 13

PROJECT NO.: 300322304

DATE: 6/2025

THIESSEN II PAVING PROJECT
Erosion Control Permit Plan Set

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CLACKAMAS COUNTY
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
PLANS FOR PROPOSED PROJECT
PAVING, GRINDING, AND GRADING
THIESSEN 2 PAVING PROJECT

WORKSITE 1 - SE EL CENTRO WY - RD# 22132
WORKSITE 2 - SE EL CENTRO CT - RD# 22273
WORKSITE 3 - SE LA MESA WY - RD# 22131
WORKSITE 4 - SE EL CAMINO WAY - RD 22198
WORKSITE 5 - SE SIERRA VISTA DR - RD# 22128

INDEX OF SHEETS

1	COVER SHEET
2	GENERAL NOTES & LEGEND
3	ESC PLAN COVER SHEET
4	EROSION & SEDIMENT CONTROL DETAILS
5-10	EROSION CONTROL PLANS
11	PROJECT DETAILS
12-13	SE EL CENTRO WAY/COURT PLANS
14-15	SE LA MESA WAY PLANS
16	SE EL CAMINO WAY PLAN
17	SE SIERRA VISTA DRIVE PLAN

CLACKAMAS COUNTY
OREGON

APPROVED

Jennifer Zuercher 5/21/2025

ECSL2025-026
Clackamas County Paving Project

OLWS does not require stormwater management for new or replaced impervious surface area within Clackamas County Public Right-of-Way.

Adhere to erosion control plans and details within this approved plan set.

THIESSEN 2 VICINITY MAP

NOT TO SCALE

T. 2S, R. 2E, SEC. 6-7

ATTENTION!

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 852-001-0010 THROUGH OAR 852-001-0020. YOU MAY OBTAIN COPIES OF THE RULES FROM THE CENTER OR ANSWERS TO QUESTIONS ABOUT THE RULES BY CALLING (503) 232-1987.

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

DIRECTOR
DAN JOHNSON

COVER SHEET
THIESSEN 2
PAVING PROJECT

DATE: 4/2025
PROJECT NO.: 300322304

THIESSEN II PAVING PROJECT
Erosion Control Permit Plan Set

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GENERAL NOTES:

1. COORDINATE VEHICLES, MANHOLES AND UTILITY VALVES/BOX ADJUSTMENTS WITH UTILITIES.

2. ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY STANDARD SPECIFICATIONS.

3. IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATIONS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF OAR 720.057 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).

4. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND SITE TRANSPORTATION MAINTENANCE OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.

5. THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGHOUT THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL, SIGNALS, AND SIGNAL SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSSES AND HOMEWORKERS ALONG THE PROJECT SITE.

6. WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.

7. THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.

8. FINAL CLEANUP - PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND REMOVE REMAINT OF ANY DEBRIS, DISCARDS AND CONCRETE OR OTHER DEBRIS REPORTED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.

9. INITIAL PROJECT SIGNS PRIOR TO COMMENCING WORK MUST BE PLACED TO SHOW TO SINGLE LANE SUPPORT AT EACH LOCATION. COORDINATE FINAL LOCATION WITH INSPECTOR. SEE PROJECT SIGN DETAILS, THIS SHEET.

DETAILED TRAFFIC CONTROL/PHASING NOTES:

GENERAL CONTRACTOR SHALL FOLLOW AN APPROVED PHASING PLAN FOR EACH PROJECT AREA THAT MEETS THE MINIMUM REQUIREMENTS AS SET FORTH IN THE CONTRACT DOCUMENTS. ANY PROPOSED PHASING THAT CONFLICTS WITH REQUIREMENTS NOTED BELOW OR ELSEWHERE IN THE CONTRACT DOCUMENTS, SHALL BE APPROVED IN WRITING BY THE CITY PRIOR TO BEGINNING WORK.

1. CONTRACTOR SHALL PHASE CONSTRUCTION SO THAT ALL TRUCKING AND HEAVY EQUIPMENT MANEUVERING IS COMPLETED ON A PAVED SURFACE (EXISTING OR NEW). THIS SHALL BE ACCOMPLISHED BY COMPLETING ALL NECESSARY PAVEMENT REPAIRS, GRADING, STRUCTURE ADJUSTMENTS AND PAVING ON ONE-HALF OF THE ROADWAY AT A TIME AND USING THE OTHER PAVED HALF OF THE ROADWAY TO FACILITATE TRUCK MOVEMENT. ANY SURGEWAY DRIVING CAUSED BY THE CONTRACTOR PHASING SHALL BE DONE ON AN UNPAVED SURFACE SHALL BE REPAVED AT THE CONTRACTOR'S EXPENSE. SEE CHAPTER 14.02 OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND SUBSEQUENT PROTECTOR PLAN SUBMITTAL REQUIREMENTS.

2. CONTRACTOR SHALL PHASE AND COORDINATE CONSTRUCTION TO MINIMIZE DELAYS AND IMPACTS TO PUBLIC TRAFFIC, PUBLIC SERVICES (GARBAGE, MAIL, ETC) AND PROPERTY ACCESS.

3. ALL ROADS WITHIN WORK ZONES MAY BE CLOSED TO TRAFFIC DURING WORK HOURS BUT SHALL REMAIN ACCESSIBLE TO RESIDENTS AND SERVICES AT ALL TIMES. CONTRACTOR SHALL PHASE THE WORK SO 2-WAY TRAFFIC IS MAINTAINED OUTSIDE OF WORK HOURS. ACCESS TO ONE SIDE STREET SHALL BE MAINTAINED AT ALL TIMES.

4. CONTRACTOR SHALL PHASE A DETAILED TRAFFIC CONTROL PLAN FOR EACH PROJECT SITE CONFORMING TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MUTCD AND THESE CONTRACT DOCUMENTS.

ODOT STANDARD DRAWINGS

• R0108
• R0109
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PROJECT - E

DEVELOPER
DEVELOPER/COMPANY: CLOAKING COMPANY
1100 N. 10TH STREET
CLARK MICHIGAN 48069
DESIGN OFF. DR. STEVE
HOSKING 302-964-6432

PLANNING / ENGINEERING

SURVEYING FIRM
HILL ENGINEERING
CONSTRUCTION TECH. CENTER
215 N. 4TH ST. FLOOR, WINDOCCOR, IA 50600
PHONE: 319-385-7343
FAX: 319-384-1043

NARRATIVE DESCRIPTIONS
EXISTING SITE CONDITIONS

The existing project site consists of asphalt paving subjected to multiple residential site uses. Trees and vegetation are present near roadways.

DEVELOPMENT CONDITIONS

Classen Area 2 improvements include asphalt grubs and asphalt overlays.

NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE

• GRUBBING (NOISE IMPROVED)

- [illegible]

[illegible]

COUNTY	ES&S PLAN COVER SHEET	
CON	THIESSEN 2	
8	PAVING PROJECT	
5	DATE: 4/2025	PROJECT NO: 300322304
DIRECTOR		

6D ESC PLANS II

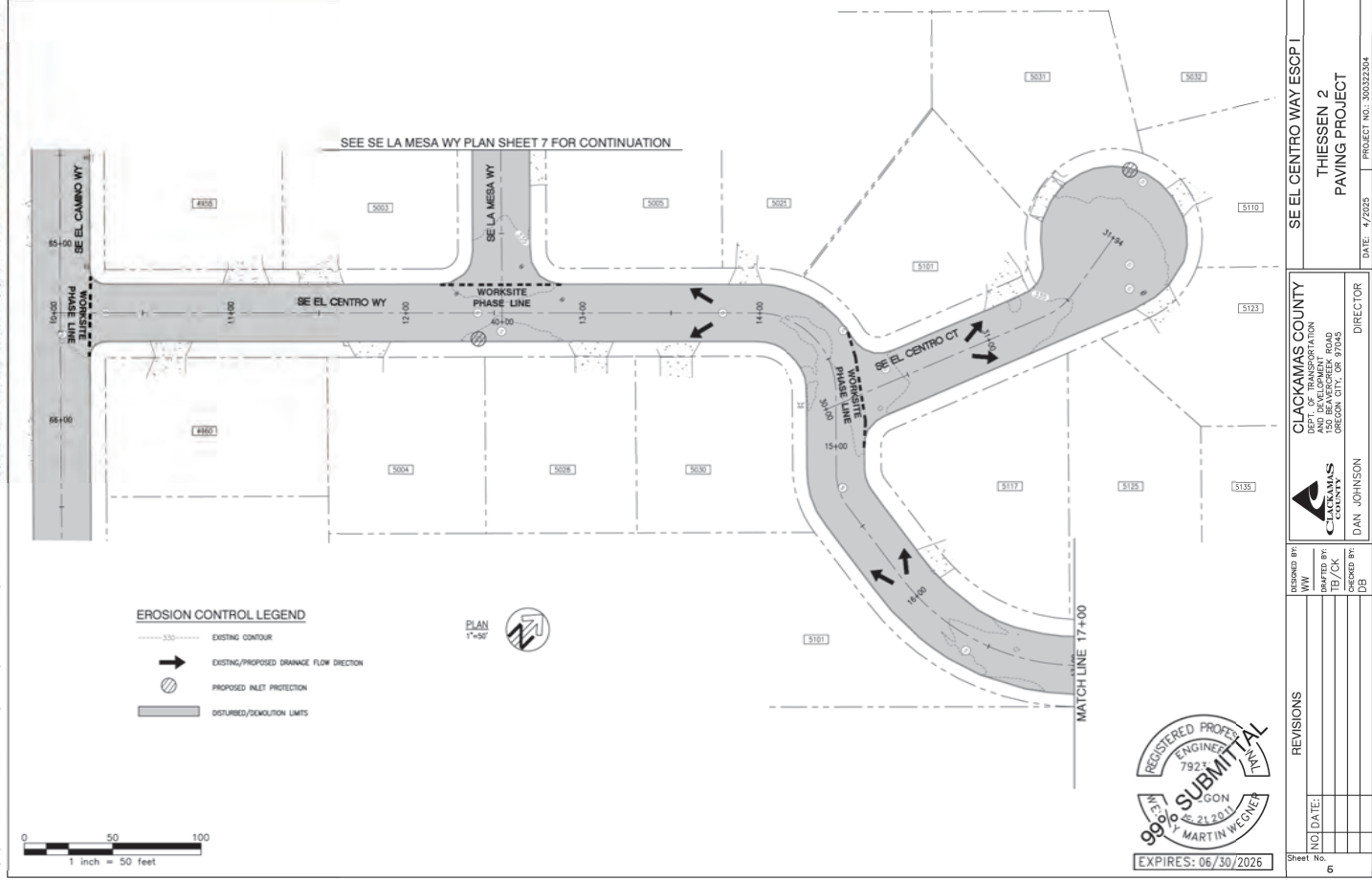
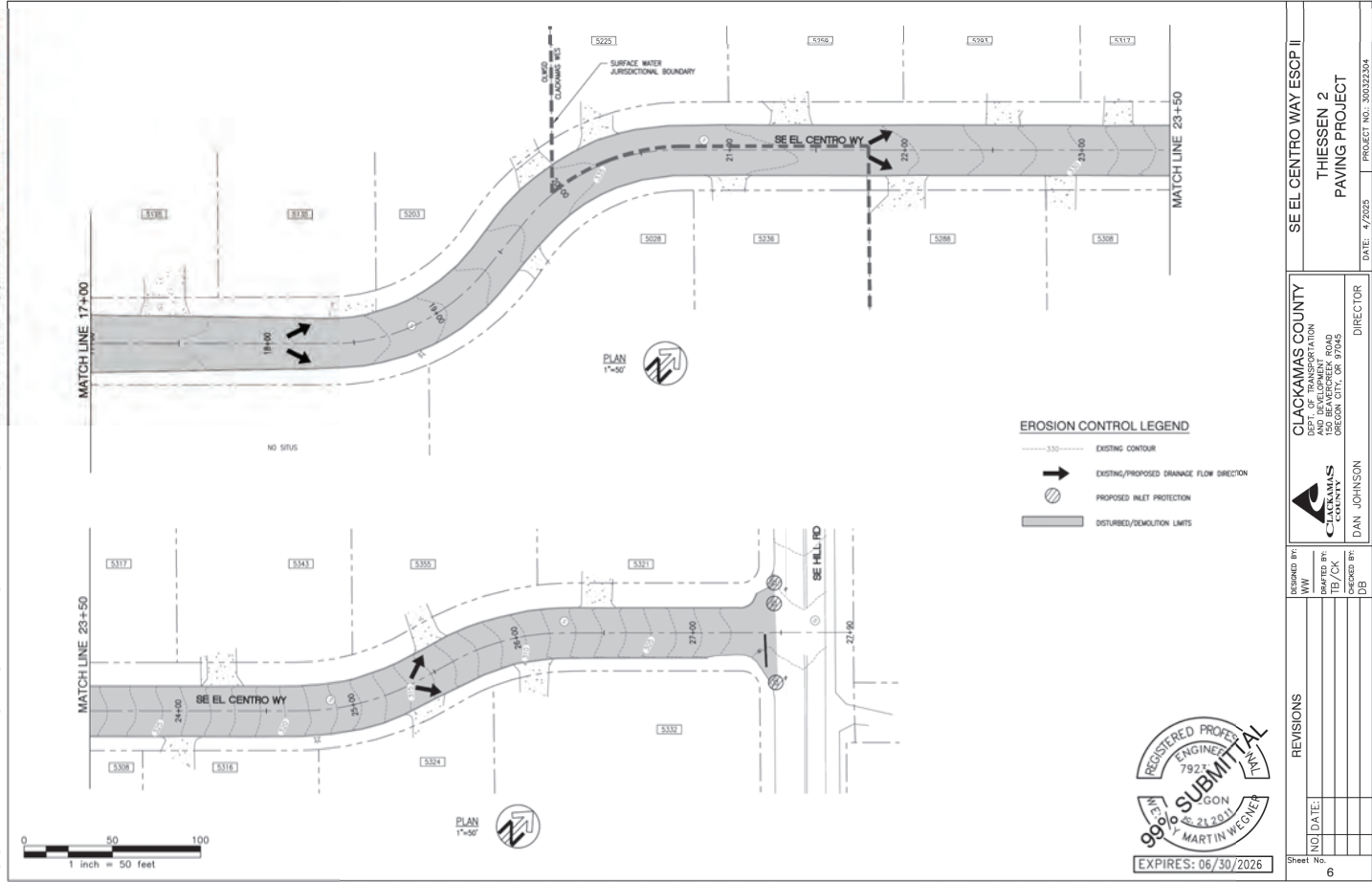
HIESSEN 2

ING PROJECT

PROJECT NO.: 300322304

P:\15\1504A CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.3 THIESSEN PACKAGE 2\10 SE SIERRA VISTA DRIVE ESCP.DWG 4/8/2025 1:18 PM Erosion Control Permit Plan Set

P:\15\1504A CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.3 THIESSEN PACKAGE 2\10 SE SIERRA VISTA DRIVE ESCP.DWG 4/8/2025 1:18 PM Erosion Control Permit Plan Set



REVISIONS

NO.	DATE:	DESIGNED BY:
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		TB/CK
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		DB

CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON

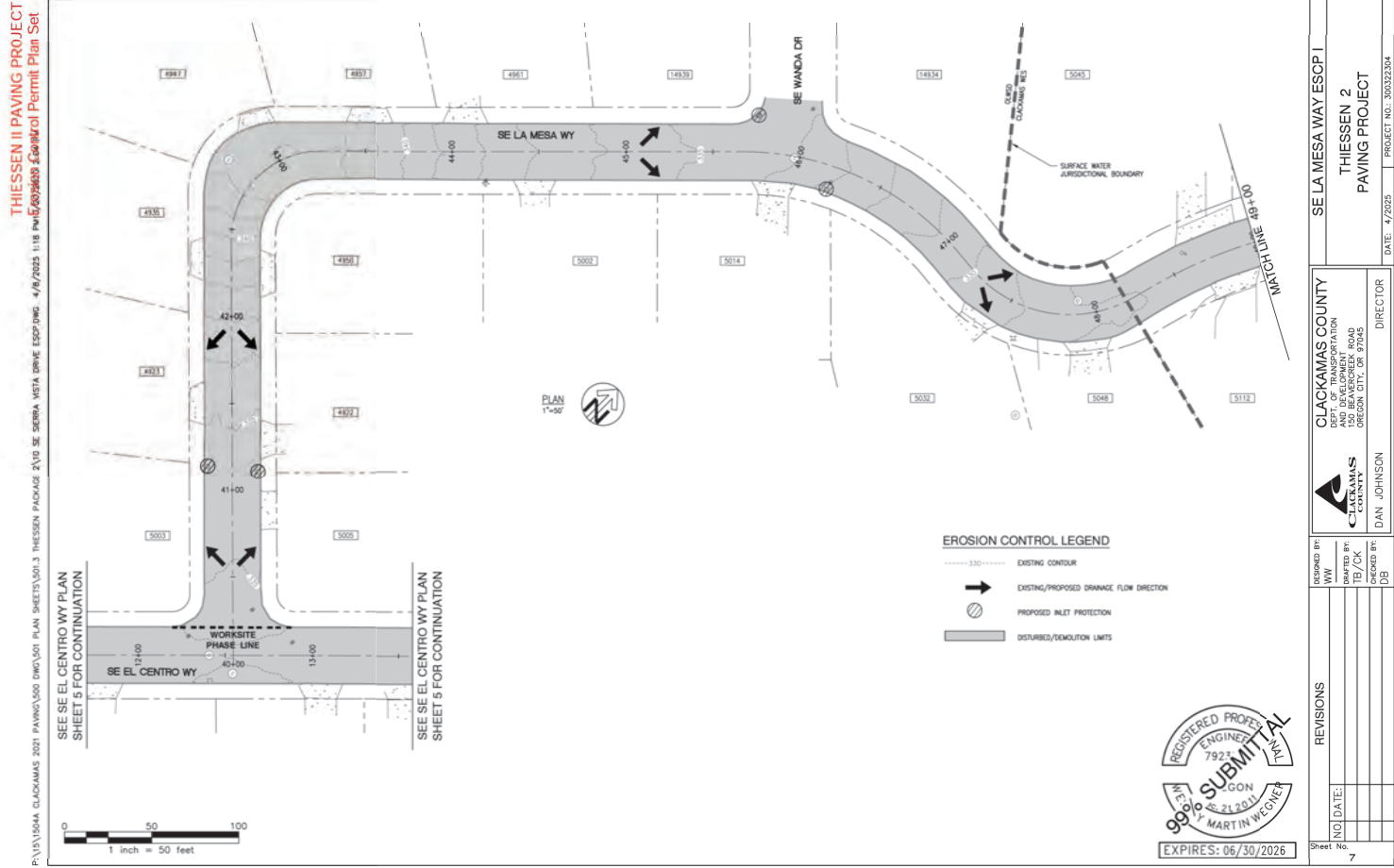
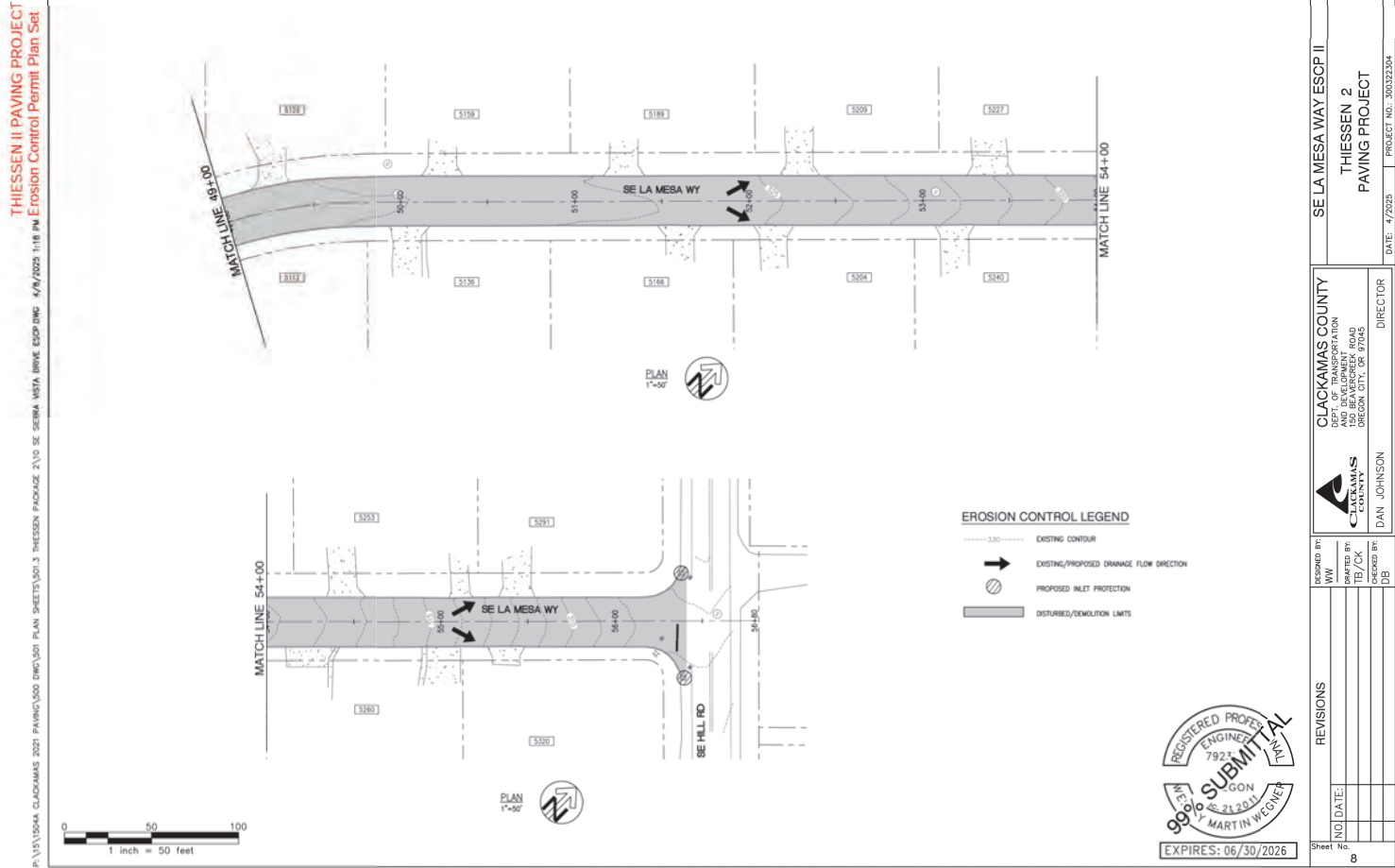
DIRECTOR

OLWSD ESC PLANS III

THIESSEN 2
PAVING PROJECT

DATE: 6/2025 PROJECT NO.: 300322304

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REVISIONS

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DESIGNED BY:	WW
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DAN JOHNSON

DIRECTOR

CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045

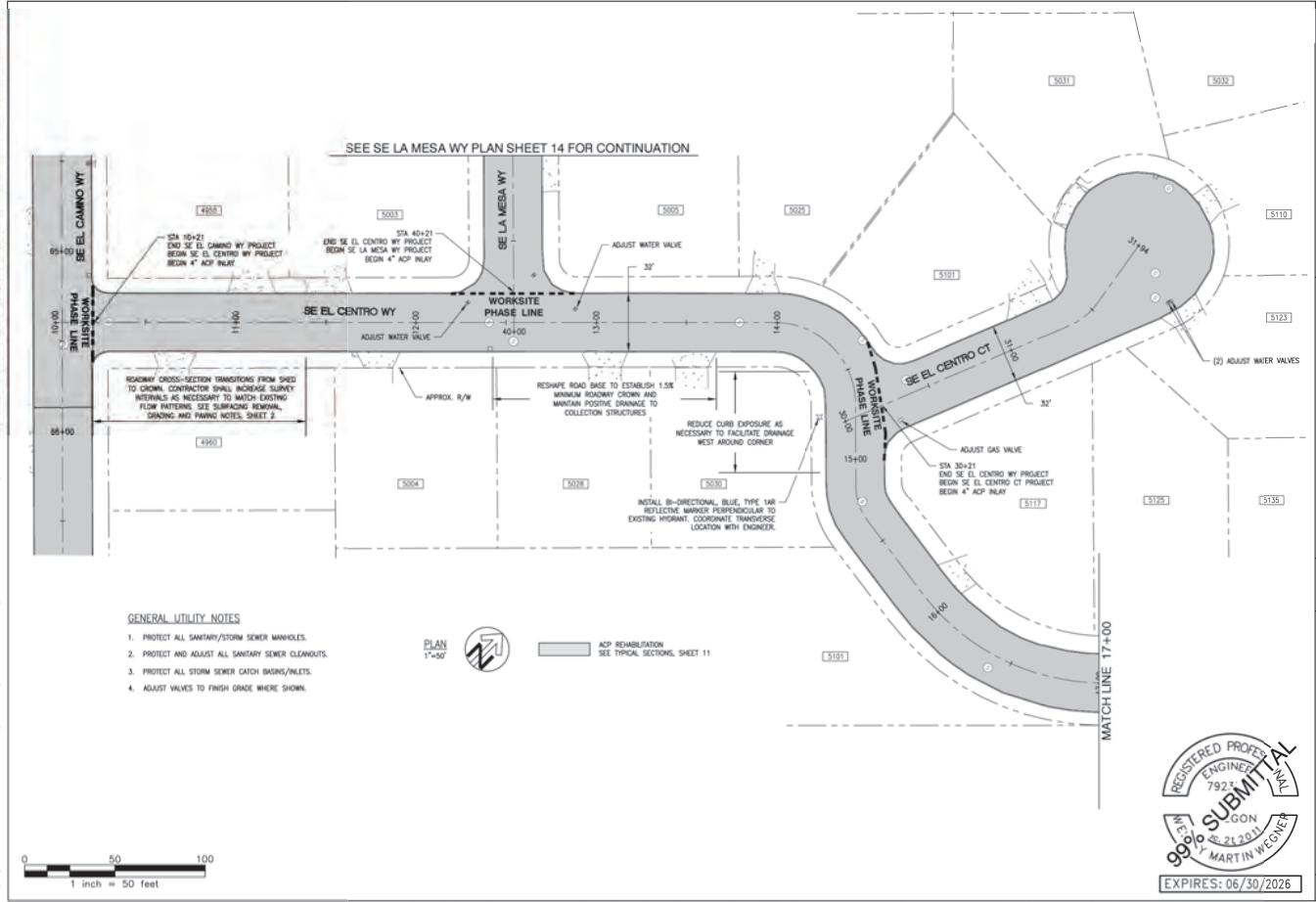
OLWSD ESC PLANS IV

THIESSEN 2
PAVING PROJECT

DATE: 6/2025 PROJECT NO.: 300322304

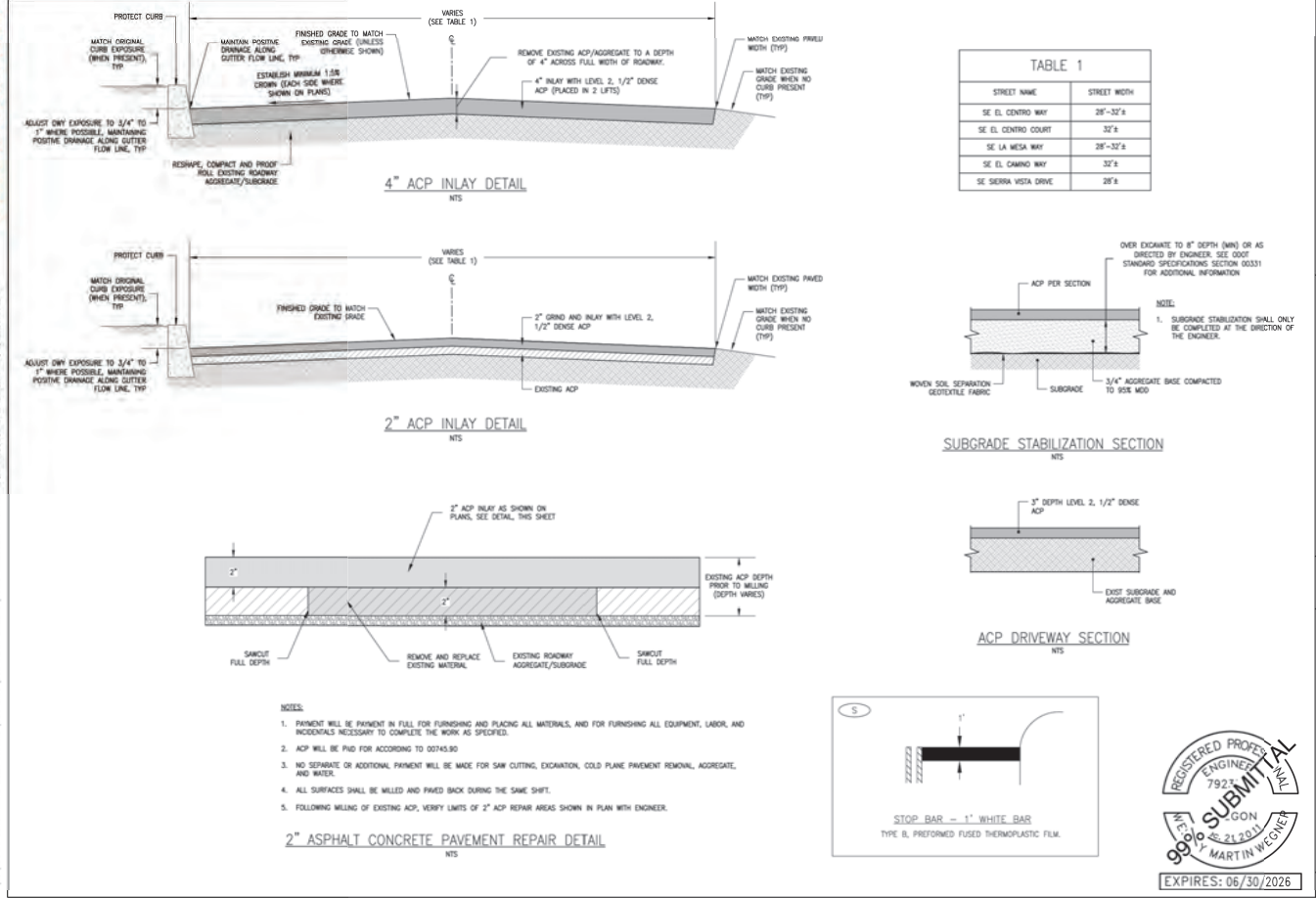
THIESSEN II PAVING PROJECT
Erosion Control Permit Plan Set

P:\15\1504A CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.3 THIESSEN PACKAGE 2\EROSION CONTROL PERMIT PLANS.DWG 6/26/2025 10:33 AMc



THIESSEN II PAVING PROJECT
Erosion Control Permit Plan Set

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DESIGNED BY: WW	THIESSEN II PAVING PROJECT PAVING PROJECT	DATE: 4/2025	PROJECT NO.: 300322304
DRAFTED BY: TB/CK	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON	
CHECKED BY: DB			

Sheet No. 12

REVISIONS	PROJECT DETAILS	THIESSEN II PAVING PROJECT PAVING PROJECT	DATE: 4/2025	PROJECT NO.: 300322304
NO. DATE:	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON		
NO. DATE:				

Sheet No. 11

REVISIONS

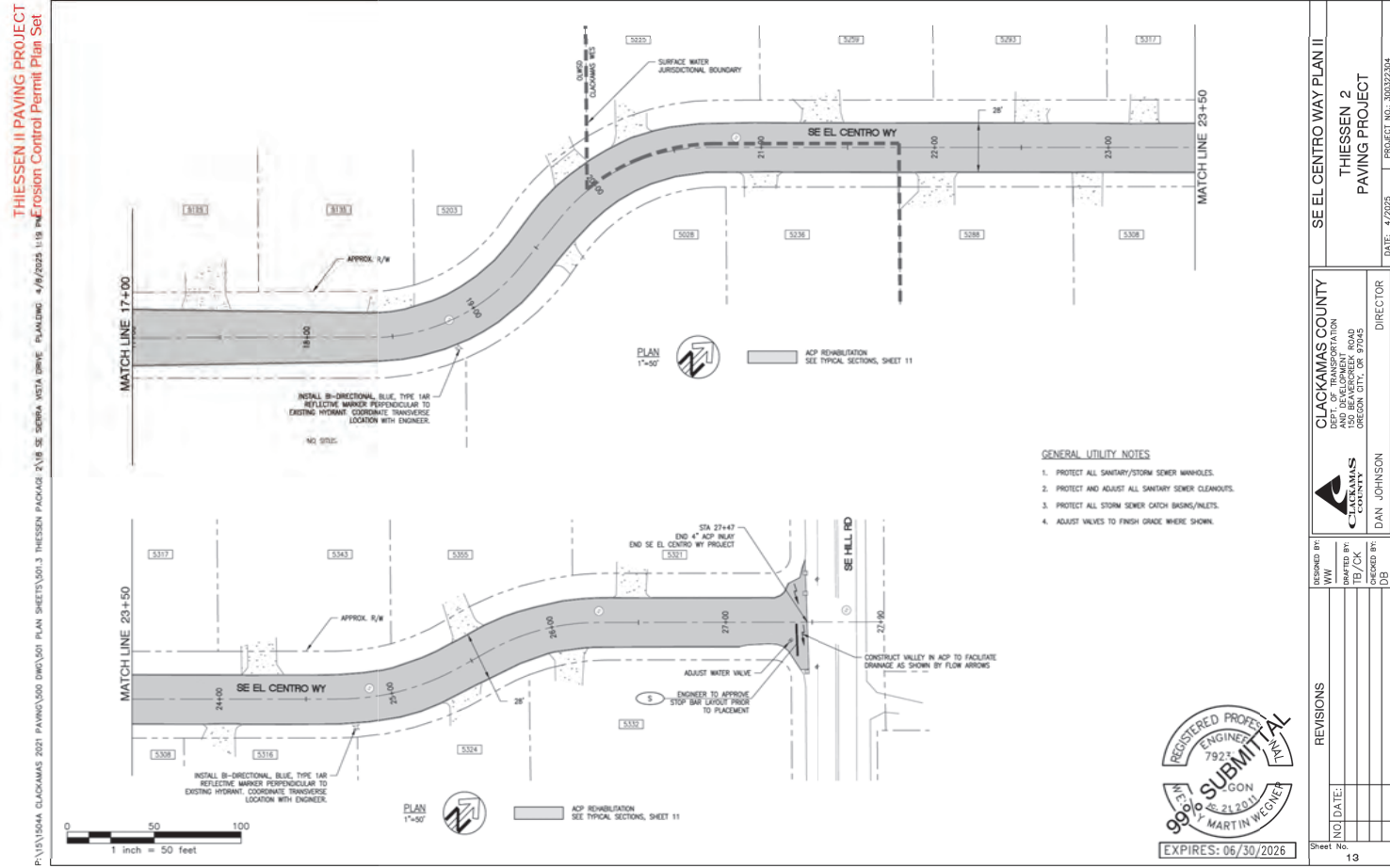
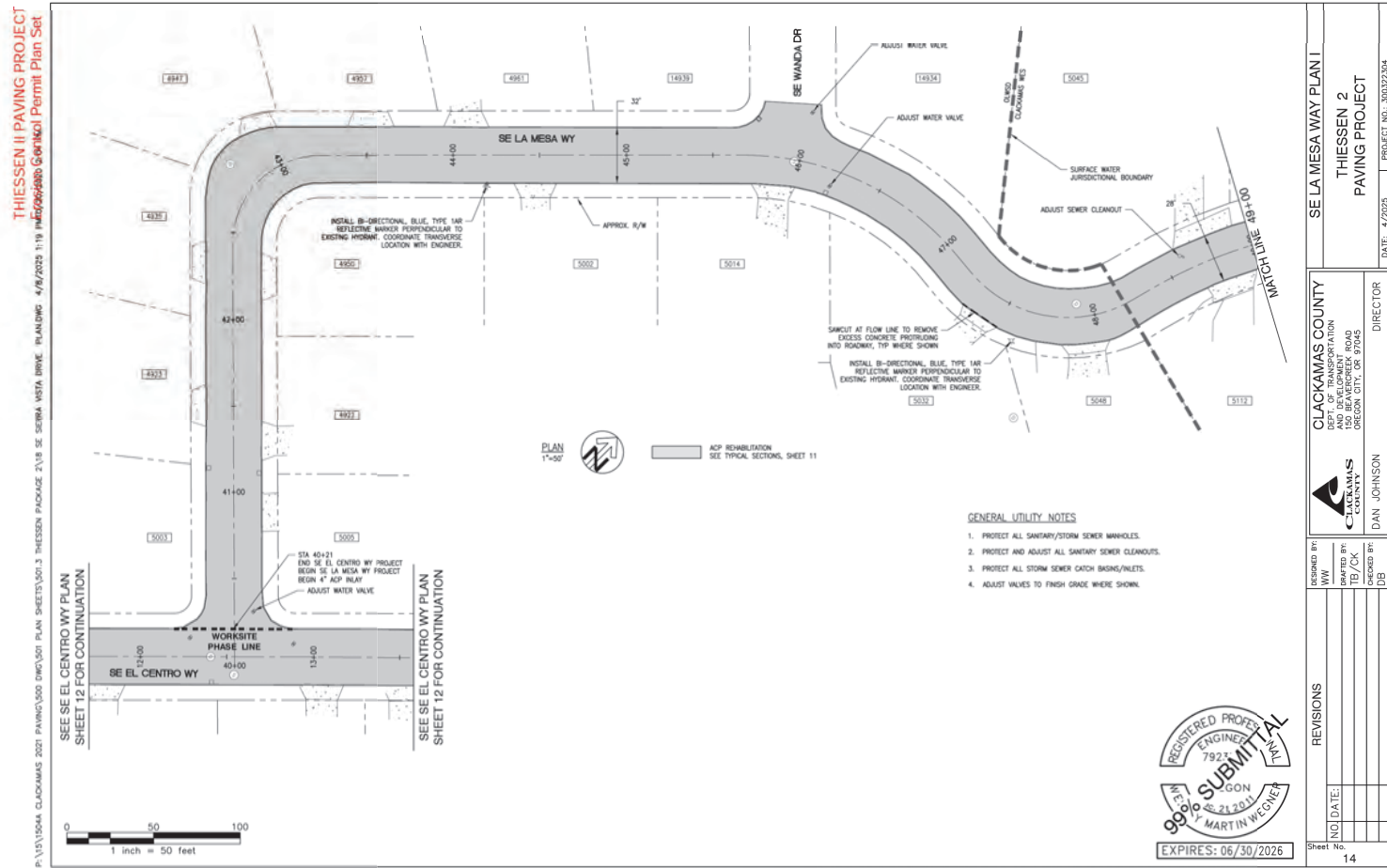
NO. DATE:	

DESIGNED BY: WW	THIESSEN II PAVING PROJECT PAVING PROJECT	DATE: 4/2025	PROJECT NO.: 300322304
DRAFTED BY: TB/CK	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION 150 BEAVERCREEK ROAD OREGON CITY, OR 97045	DIRECTOR DAN JOHNSON	
CHECKED BY: DB			

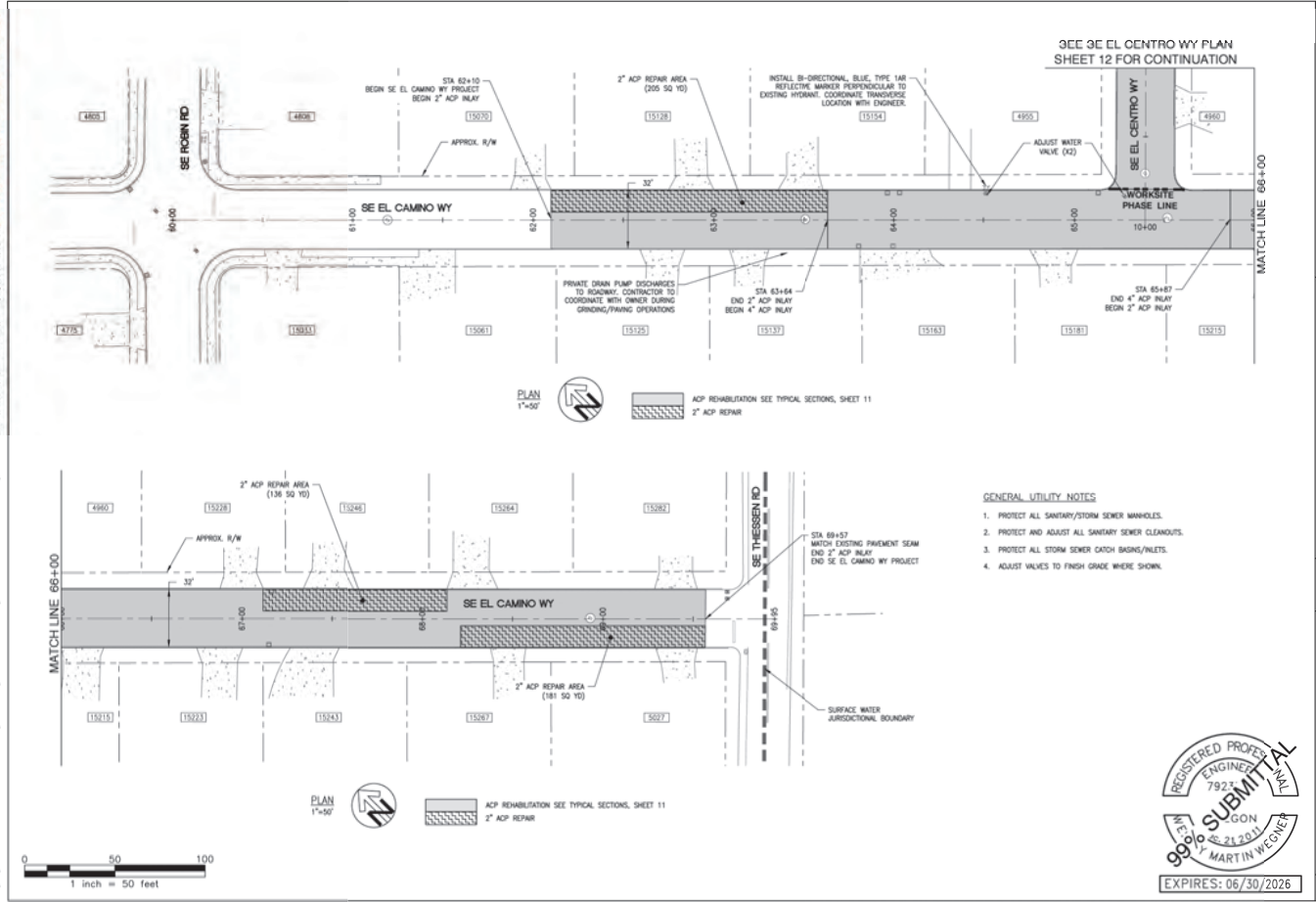
CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



OLWSD ESC PLANS VI
THIESSEN 2
PAVING PROJECT

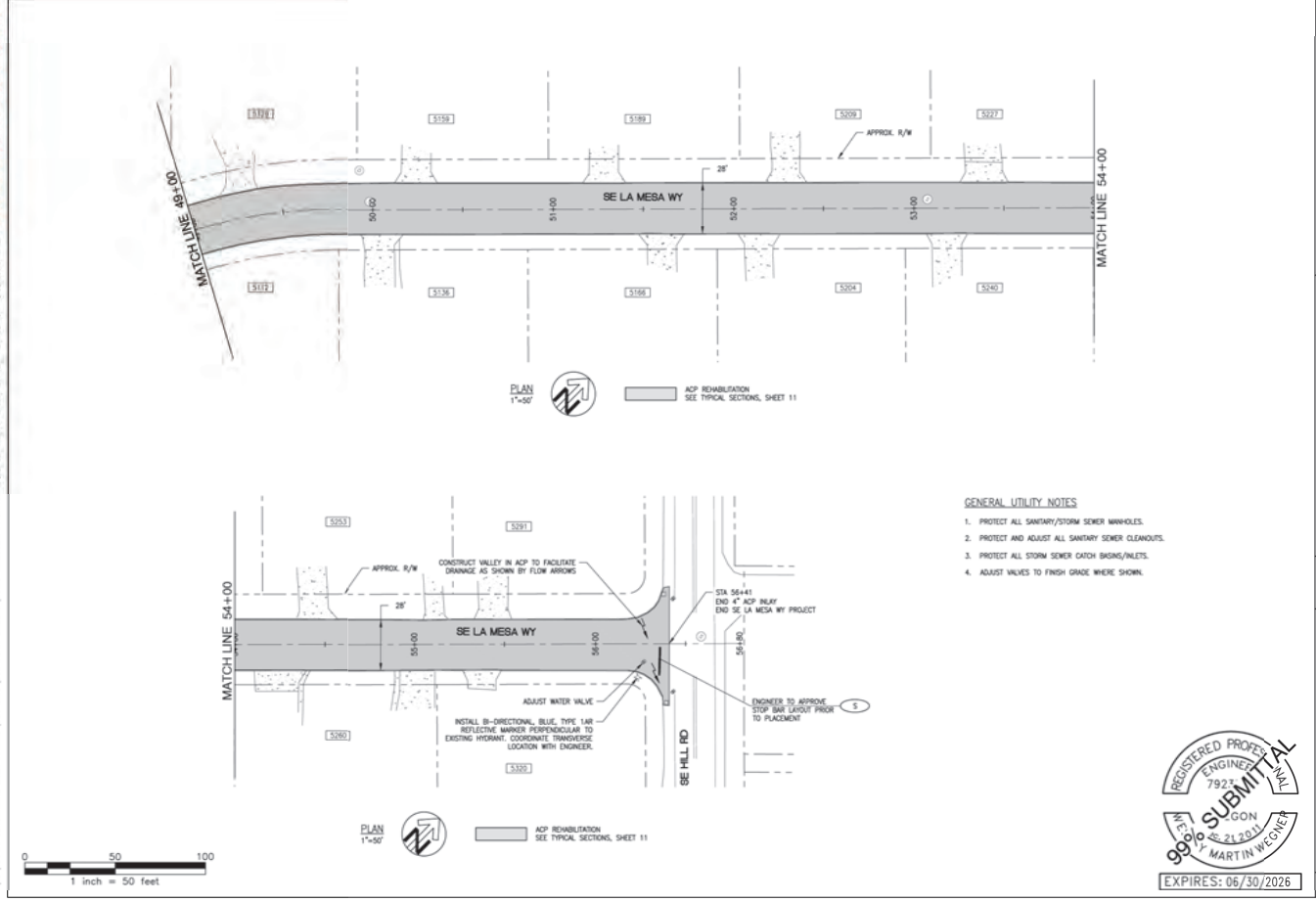


THIESSEN II PAVING PROJECT
Erosion Control Permit Plan Set



CLACKAMAS COUNTY DEPT. OF TRANSPORTATION 100 BEAVERCREEK ROAD OREGON CITY, OR 97045		SE EL CAMINO WAY PLAN THIESSEN 2 PAVING PROJECT	
DESIGNED BY: WW	NO. DATE:	DIRECTOR DAN JOHNSON	DATE: 4/2025
DRAFTED BY: TB/CK			PROJECT NO.: 300322304
CHECKED BY: DB			

THIESSEN II PAVING PROJECT
Erosion Control Permit Plan Set



CLACKAMAS COUNTY DEPT. OF TRANSPORTATION 100 BEAVERCREEK ROAD OREGON CITY, OR 97045		SE LA MESA WAY PLAN II THIESSEN 2 PAVING PROJECT	
DESIGNED BY: WW	NO. DATE:	DIRECTOR DAN JOHNSON	DATE: 4/2025
DRAFTED BY: TB/CK			PROJECT NO.: 300322304
CHECKED BY: DB			

REVISIONS

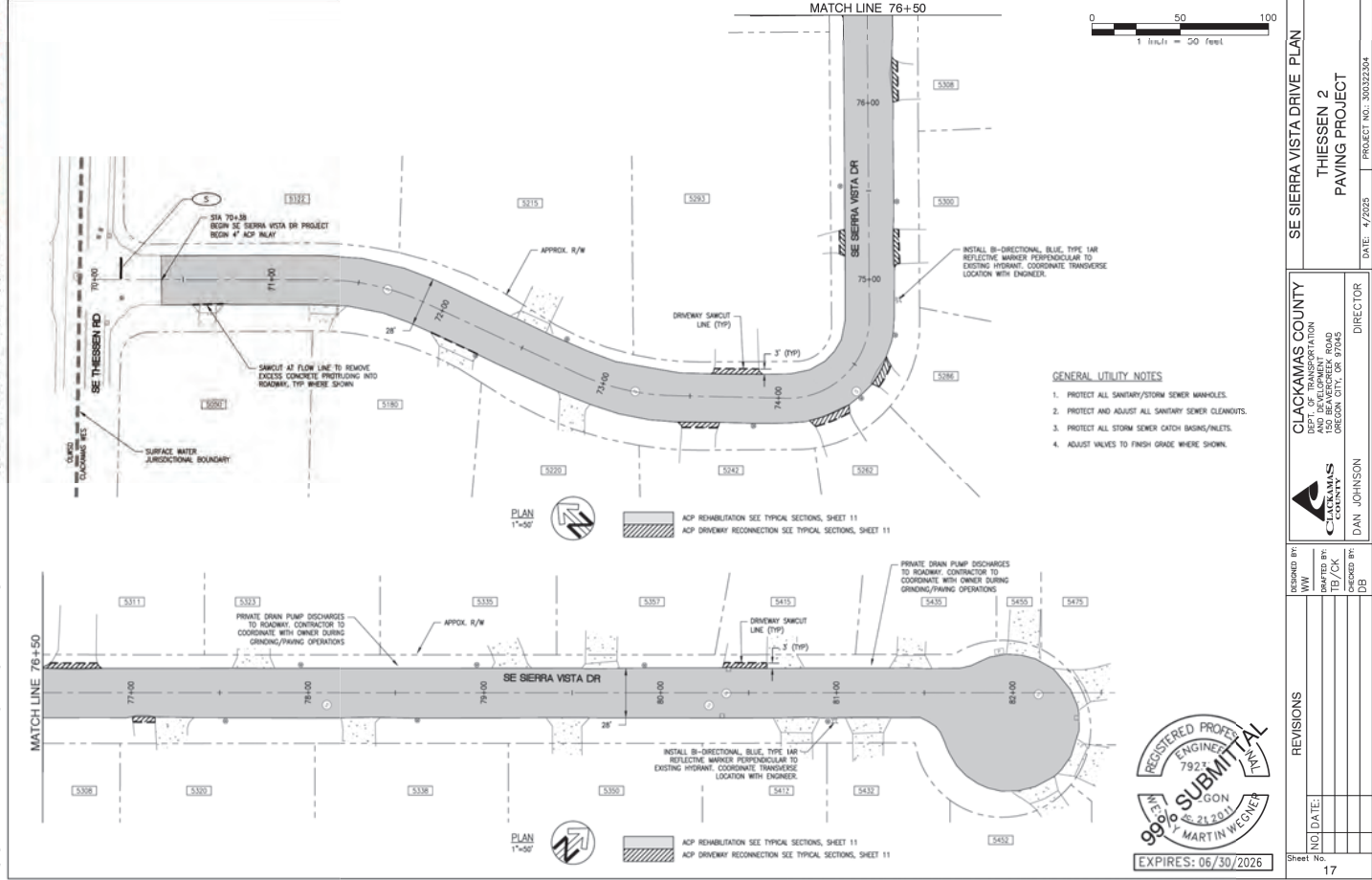
NO. DATE:	DESIGNED BY: WW
	DRAFTED BY: TB/CK
	CHECKED BY: DB



CLACKAMAS COUNTY
DEPT. OF TRANSPORTATION
AND DEVELOPMENT
100 BEAVERCREEK ROAD
OREGON CITY, OR 97045

OLWSD ESC PLANS VIII
THIESSEN 2
PAVING PROJECT

P:\15\1504A CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.3 THIESSEN PACKAGE 2\EROSION CONTROL PERMIT PLANS.DWG 6/26/2025 11:18 AM Erosion Control Permit Plan Set



REVISIONS

NO.	DATE:	BY:	REASON:
1		WW	DESIGNED BY
2		TB/CK	DRAFTED BY
3		TB/CK	CHECKED BY
4		DB	DESIGNED BY

CLACKAMAS COUNTY

DEPT. OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



DAN JOHNSON

DIRECTOR

OLWSD ESC PLANS IX

THIESSEN 2
PAVING PROJECT

DATE: 6/2025 PROJECT NO.: 300322304