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Clackamas County
www.clackamas.us



DAN JOHNSON
DIRECTOR

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

August 13, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Public Improvement Contract with Pacific Excavation for the Oatfield Rd Jennings Ave Signal Rebuild Safety Work Project. Contract Value is \$1,638,000 until project completion. Funding is through the Community Road Fund, Countywide Transportation System Development Charges, and Oak Lodge Water Services. No County General Funds are involved.

Previous Board Action/Review: Approval of an Intergovernmental Agreement between Clackamas County and Oak Lodge Water Services. 3/19/26

Approval of a Resolution Declaring the Public Necessity and Purpose. 12/04/25

Approval of a Contract with PBS Engineering and Environmental LLC for the Oatfield Rd Jennings Ave Signal Rebuild Project. 11/07/24

Performance Clackamas: Strong Infrastructure

Counsel Review: Yes

Procurement Review: Yes

Contact Person: Stan Monte

Contact Phone: 503-742-4678

EXECUTIVE SUMMARY: The Department of Transportation and Development (DTD) is utilizing Community Road Funds to replace the existing traffic signal system that has reached the end of its life span. Also, the existing pedestrian facilities do not meet current ADA standards and must be upgraded, including sidewalks, ADA curb ramps and pushbuttons. Additionally, these improvements include adding illumination and reconstructing the existing retaining walls on the northeast and southeast corners of the intersection making room for the ADA improvements, expanded signal poles and increasing sight distance. In conjunction with this project, through a previously Board approved Intergovernmental Agreement (IGA), Oak Lodge Water Services (OLWS) will be upgrading and relocating its waterlines within the project site, this is in preparation of OLWS's planned future improvements, attempting to forgo future intersection disturbance. The (IGA) commits OLWS to reimburse the County for costs associated with the actual cost of construction of OLWS's facilities.

The total construction contract cost is \$1,638,000.00 and will be paid through Strategic Investment Fund (Community Road Fund), Countywide Transportation System Development Charges, and Oak Lodge Water Services funding. The project is expected to be substantially

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completed by June 30, 2027 and the contract completion date will be December 31, 2027.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on May 21, 2026, Invitation to Bid 2026-43. Bids were publicly opened on June 25, 2026. The County received seven (7) responsive bid proposals. The range of bids was from \$1,638,000.00 (Pacific Excavation, Inc.) to the highest bid of \$2,155,778.00 (Kodiak Pacific Construction.). The lowest bid was 16 percent under the engineer's estimate (\$1,956,324.00). A review of the bids received, finding no unbalancing concerns and determination that the low bid is responsive and competitive, has led to a recommendation for a contract award to the apparent low bidder, Pacific Excavation Inc.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioner's approve Public Improvement Contract #1869 with Pacific Excavation Inc for the construction of the Oatfield Rd Jennings Ave Signal Rebuild Safety Work Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #0000001869

This Public Improvement Contract (the "Contract") is made by and between Clackamas County, a political subdivision of the State of Oregon, ("Owner"), and **Pacific Excavation 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: # 2026-43 Oatfield Rd Jennings Ave Signal Rebuild Safety Work 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 **One Million Six Hundred Thirty-Eight Thousand Dollars (\$1,638,000.00)** (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 following documents are incorporated by reference in this Contract and made a part hereof ("Contract Documents"):

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form
- Addenda 1,2

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Oatfield Rd Jennings Ave Signal Rebuild Safety Work (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2024) referenced therein.

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

2. Representatives.

Contractor has named Spencer Chamberlain 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 Stan Monte 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: Spencer Chamberlain shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

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

Project Engineer: Matt Mealey 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, 2027

CONTRACT COMPLETION DATE: December 31, 2027

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 \$800 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-minute period or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes, as set forth in 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 County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

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

14. 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.

15. Contractor DATA:

Pacific Excavations Inc
79 N Danebo Ave
Eugene, Oregon 97402

Contractor CCB # 135018 Expiration Date: 4/23/2027

Oregon Business Registry # 681313-83

Entity Type: DBC

State of Formation: Oregon

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

Pacific Excavation Inc.

Clackamas County



Authorized Signature Date 8/4/2026

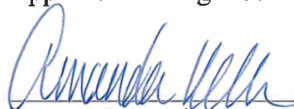
Chair Date

BEAU SOUSSEF - VICE PRESIDENT

Name / Title Printed

Recording Secretary

Approved for Legal Sufficiency



County Counsel 8/4/2026
 Date



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

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

**INVITATION TO BID #2026-43
Oatfield Rd Jennings Ave Signal Rebuild Safety Work Project
May 20, 2026**

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Oatfield Rd Jennings Ave Signal Rebuild Safety Work Project** until **June 17, 2026, 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-C01010-00016995.

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: \$1,979,463.00

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 Earthwork and Drainage (EART) and Waterline Work.**

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, January 5, 2026 and amended on April 5, 2026, 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: # 2026-43 Oatfield Rd Jennings Ave Signal Rebuild Safety Work 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 Earthwork and Drainage (EART) and Waterline Work.****
- 2. 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/83902723450>

Meeting ID: 839 0272 3450

One tap mobile

+12532050468,,83902723450# US

+12532158782,,83902723450# US (Tacoma)

Join instructions

<https://clackamascounty.zoom.us/meetings/83902723450/invitations?signature=SJY2ZKCPYbYuvGSJig731SH8WVKvxFh-SoOg56oIb8>

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

- 1. 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/clackamascountry/BidLocker> listing.

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

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

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

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2026-43 Oatfield Rd Jennings Ave Signal Rebuild Safety Work Project

PRIME SELF-PERFORMING: Identify below **ALL** GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

DOW BIDDER WILL SELF-PERFORM (GFE not required)

Excavation / earthwork	Job cleanup
Septic work / storm water	
Paving / haul	
Flagging	

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 <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 AEC Anderson Address 1000 2nd St City/St/Zip Junction City Phone# OCCB# 80430	Landscape	5718	☐	☐	☒
Name PS Certified Personnel Address 1707 NW 4th St City/St/Zip Redmond 97556 Phone# OCCB# 11478	Flagging	10000	☐	☐	☐
Name Rocco LLC Address 2050 Beaver Creek City/St/Zip Oregon City 97045 Phone# OCCB#		11500	☐	☐	☐
Name Address City/St/Zip Phone# OCCB#			☐	☐	☐

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

Prime Contractor:

Project: # 2026-43 Oatfield Rd Jennings Ave Signal Rebuild Safety Work 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>>)	
Recorp LLC	Survey	6/3/26	6/3/26	Justin Peon	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			ESB
Obanco Engineers	Survey	6/3/26	6/3/26	Samuel Obanco	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			DBE, MBE
3 Point Geomatics	Survey	6/3/26	6/3/26	Landen Pittner	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			ESB
ANUSCO Landscaping	Landscaping	6/3/26	6/3/26	Neeshab	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
AEC Ambrose & Son	Landscaping	6/3/26	6/3/26	Pat Rebenzon	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			WBE
Fox & Son	Landscaping	6/3/26	6/3/26	Wanda May	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			WBE
Boruen Construction	Contract	6/3/26	6/3/26	Liban Glavin	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No			DBE, ESB, WBE

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

Prime Contractor:

Project: # 2026-43 Oatfield Rd Jennings Ave Signal Rebuild Safety Work 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>>)	
Conrad Landscaping	Landscaping	6/3/26	6/8/26	Benjamin Schoenberger	☒ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
Arboreal Design	Landscaping	6/8/26	6/8/26	Jeffery Arboreal	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No			
Egum Concrete	Concrete	6/4/26	6/9/26		☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No			
Advanced Pipeline	Concrete	6/9/26	6/9/26	Scott Araya	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No			
Boyle Concrete Construction	Concrete	6/9/26	6/9/26	Alfonso Ruiz Cortez	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			
					☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No			



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford-ss.

By: 
 Robert L. Raney, Senior Vice President

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

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

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




 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **2** day of **JUNE**, 2026




 Kevin E. Hughes, Assistant Secretary

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



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2026-43 Oatfield Rd Jennings Ave Signal Rebuild Safety Work Project

BID CLOSING: June 17, 2026, 2:00 PM, Pacific Time

BID OPENING: June 17, 2026, 2:05 PM, Pacific Time

6/25/26
6/25/26

FROM:

Pacific Excavation 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 Oregon; 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:

One million Six Hundred Thirtyeight Thousand 00/100 Dollars (\$ 1,638,000)

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

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

- ADDENDA numbered 1 through 2, inclusive (fill in blanks)

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

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

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Oatfield Rd Jennings Ave Signal Rebuild Safety Work.**

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:

Travelers Casualty & Surety Company of America
(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 175018. 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 Travelers Casualty & Surety Company Policy No. 523840, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive: Spencer Chamberlain
Project Manager: Bill Chisholm
Job Superintendent: Chris Russell
Project Engineer: Matt Menley

Cell Phone: 541.721.1211
Cell Phone: 503.747.8446
Cell Phone: 541.554.7387
Cell Phone: 541.225.8359

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

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 Pacific Excavation inc.
ADDRESS 79 N Danabo Ave
Eugene OR 97402
TELEPHONE NO 541 726 7380
EMAIL Bill@PacificExc.com
SIGNATURE 1) [Signature]
Sole Individual
or 2) [Signature]
Partner
or 3) [Signature]
Authorized Officer or Employee of Corporation

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

OATFIELD RD JENNINGS AVE SIGNAL REBUILD SAFETY WORK IMPROVEMENTS - ~~April 2026~~ Updated June 10, 2026 by Addendum 2.

ROADWAY SCHEDULE 'A' BID SCHEDULE

BID ITEM	SPECIFICATION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Part 00100 - General Conditions						
1	00180	Workplace Harassment Prevention Plan	LS	1	2500.00	2500.00
2	00196	Extra Work as Authorized	LS	1	\$ 75,000.00	\$ 75,000.00
Part 00200 - Temporary Features and Appurtenances						
3	00210	MOBILIZATION	LS	1	118972	118972.00
4	00221	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE	LS	1	100,000.00	100,000.00
5	00227	TEMPORARY TRAFFIC SIGNAL, OATFIELD/JENNINGS	LS	1	4500.00	4500.00
6	00270	TEMPORARY TYPE ORANGE PROTECTIVE FENCE	FOOT	153	4.00	612.00
7	00270	TEMPORARY TYPE CL CHAIN LINK FENCE	FOOT	64	22.00	1408.00
8	00280	EROSION CONTROL	LS	1	10,000.00	10,000.00
9	00280	PLASTIC SHEETING	SQYD	260	3.00	780.00
10	00280	INLET PROTECTION, TYPE 4	EACH	10	55.00	550.00
11	00280	SEDIMENT BARRIER, TYPE 8	FOOT	210	6.00	1260.00
12	00290	POLLUTION CONTROL PLAN	LS	1	500.00	500.00
Part 00300 - Roadwork						
13	00305	CONSTRUCTION SURVEY WORK	LS	1	11000.00	11000.00
14	00310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	15000.00	15000.00
15	00320	CLEARING AND GRUBBING	LS	1	8000.00	8000.00
16	00330	GENERAL EXCAVATION	CUYD	531	95.20	90446.00
Part 00400 - Drainage and Sewers						
17	00405	ROCK EXCAVATION	CUYD	50	100.00	5000.00
18	00445	6 INCH SANITARY SEWER PIPE	FOOT	60	150.00	9000.00
19	00445	10 INCH STORM SEWER PIPE, 6 FT DEPTH	FOOT	45		
20	00445	12 INCH STORM SEWER PIPE, 5 FT DEPTH	FOOT	178 195	150.00	26700.00
21	00470	CONCRETE STORM SEWER MANHOLES	EACH	2	5000.00	10000.00
22	00470	CONCRETE INLETS, TYPE GB2	EACH	2	4000.00	8000.00
23	00490	ADJUSTING BOXES	EACH	5	150.00	750.00
24	00490	MINOR ADJUSTMENT OF MANHOLES	EACH	1	2000.00	2000.00
Part 00500 Structures						
25	00596	RETAINING WALL, PREFABRICATED MODULAR GRAVITY, NORTHEAST WALL	LS	1	9200.00	9200.00
26	00596	RETAINING WALL, PREFABRICATED MODULAR GRAVITY, SOUTHEAST WALL	LS	1	12500.00	12500.00
27	00596	RETAINING WALL, PREFABRICATED MODULAR GRAVITY, ULTRABLOCK MODIFICATION	LS	1	6000.00	6000.00
Part 00600 - Bases						
28	00620	COLD PLANE PAVEMENT REMOVAL, 0 - 5 INCHES DEEP	SQYD	1,127	28.00	31556.00
29	00640	AGGREGATE BASE	TON	481	72.00	34632.00
Part 00700 - Wearing Surfaces						
30	00744	LEVEL 3, 1/2 INCH ACP MIXTURE	TON	478	168.00	80304.00
31	00759	CONCRETE CURBS	FOOT	182	74.00	13468.00
32	00759	CONCRETE CURBS, MODIFIED	FOOT	40	100.00	4000.00
33	00759	CONCRETE CURBS, CURB AND GUTTER	FOOT	152	68.00	10336.00
34	00759	CONCRETE WALKS	SQFT	1,552	18.00	27936.00

BID ITEM	SPECIFICATION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
35	00768	EXTRA FOR MONOLITHIC SIDEWALK WITH WALL	FOOT	26	550.00	14300
36	00768	EXTRA FOR THICKENED SIDEWALK	SQFT	185	25.00	4625.00
37	00765	TRUNCATED DOMES ON NEW SURFACES, CURB RAMP	SQFT	100	81.00	8100.00
Part 00800 - Permanent Traffic Safety and Guidance Devices						
38	00810	EXTRA FOR 8 FOOT POSTS	EACH	3	128.00	384.00
39	00810	MIDWEST GUARDRAIL SYSTEM, TYPE 2A	FOOT	52	68.00	3536.00
40	00810	MIDWEST GUARDRAIL SYSTEM, TYPE 3	FOOT	47	135.00	6345.00
41	00865	THERMOPLASTIC, EXTRUDED, SURFACE, NON-PROFILED	FOOT	5,160	2.00	10320.00
42	00867	PAVEMENT LEGEND, TYPE B-HS: ARROWS	EACH	8	400.00	3200.00
43	00867	PAVEMENT LEGEND, TYPE B-HS: BICYCLE LANE STENCIL	EACH	5	425.00	2125.00
44	00867	PAVEMENT BAR, TYPE B-HS	SQFT	594	16.00	9504.00
Part 00900 - Permanent Traffic Control and Illumination Systems						
45	00950	REMOVAL OF ELECTRICAL SYSTEMS	LS	1	2250.00	2250.00
46	00987	TELECOMMUNICATIONS, MATERIAL	LS	1	2000.00	2000.00
47	00987	TELECOMMUNICATIONS, INSTALLATION	LS	1	6000.00	6000.00
48	00990	TRAFFIC SIGNAL INSTALLATION, OATFIELD/JENNINGS	LS	1	5000.00	5000.00
Part 01000 - Right-of-Way Development and Control						
49	01030	LAWN SEEDING	SQYD	179	13.00	2327
50	01040	BARK MULCH	CUYD	8	250.00	2000.00
Total						1500725.00

PROPOSED COST BID SCHEDULE "A" (INCLUDE EXTRA WORK) WRITTEN NUMERICALLY

1,500,725.00

PROPOSED COST BID SCHEDULE "A" (INCLUDE EXTRA WORK) WRITTEN IN WORDS

One million Five Hundred and Seven thousand Two Hundred Fifty Dollars

OATFIELD RD JENNINGS AVE SIGNAL REBUILD SAFETY WORK IMPROVEMENTS - April 2026

WATERLINE SCHEDULE "B" BID SCHEDULE

BID ITEM	SPECIFICATION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Part 00200 - Temporary Features and Appurtenances						
1	00210	MOBILIZATION	LS	1	2500.00	2500.00
Part 00300 - Roadwork						
2	00305	CONSTRUCTION SURVEY WORK	LS	1	1600	1600.00
3	00310	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	2000	2000.00
Part 00400 - Drainage and Sewers						
4	00405	ROCK EXCAVATION	CUYD	10	100	1000.00
Part 01100 - Potable Water Pipe and Fittings						
5	01140	BLOWOFF ASSEMBLY, 2 INCH	EACH	1	2800	2800.00
6	01140	8 INCH CONNECTION TO 6 INCH EXISTING MAIN	EACH	2	6000	12000.00
7	01140	8 INCH CONNECTION TO 8 INCH EXISTING MAIN	EACH	1	6000	6000.00
8	01140	6 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS "B" BACKFILL	FOOT	86	135	11610.00
9	01140	8 INCH DUCTILE IRON PIPE WITH RESTRAINED JOINTS AND CLASS "B" BACKFILL	FOOT	243	155	37665.00
10	01140	DUCTILE IRON PIPE TEES, 8 X 6 INCH	EACH	2	1000	2000.00
11	01140	DUCTILE IRON PIPE CROSS, 8 INCH	EACH	1	1000	1000.00

BID ITEM	SPECIFICATION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
12	01140	DUCTILE IRON PIPE BEND, 8 INCH	EACH	2	500	1000.00
13	01140	DUCTILE IRON PIPE BEND, 8 INCH	EACH	4	500	2000.00
14	01140	M/ PLUG/BLIND FLANGE ON EXISTING WATER VALVE	EACH	2	500	1000.00
Part 01150 - Potable Water Valves						
15	01150	RESILIENT WEDGE GATE VALVE, 6 INCH	EACH	2	1500	3000.00
16	01150	RESILIENT WEDGE GATE VALVE, 6 INCH	EACH	5	2200	11000.00
17	01150	6 INCH TAPPING SLEEVE AND 8 INCH VALVE ASSEMBLY	EACH	1	10000	10000.00
Part 01160 - Hydrants and Appurtenances						
18	01160	FIRE HYDRANT ASSEMBLY	EACH	1	7000	7000.00
				Total		

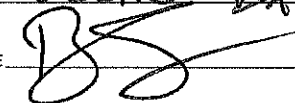
PROPOSED COST BID SCHEDULE "B" (INCLUDE EXTRA WORK) WRITTEN NUMERICALLY 137,275.00

PROPOSED COST BID SCHEDULE "B" (INCLUDE EXTRA WORK) WRITTEN IN WORDS ONE Hundred Thirty Seven thousand two hundred seventy five Dollars

PROPOSED COST BID SCHEDULES "A" AND "B" (INCLUDE EXTRA WORK) WRITTEN NUMERICALLY 1638 000.00

PROPOSED COST BID SCHEDULES "A" AND "B" (INCLUDE EXTRA WORK) WRITTEN IN WORDS One million Six Hundred thirty eight thousand 00/100 Dollars

COMPANY NAME Pacific Excavation Inc.

AUTHORIZED SIGNATURE 

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2026-43

BID OPENING: June 17, 2026, 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.	La Russo Concrete Inc	49,750	Concrete
2.	Coast Pavement Services	30,388.00	Striping
3.	Keyquest	95,129.40	Modular walls
4.	Bruce Paving NW	104,121.00	Paving
5.	Northstar Electrical cont.	519,500.00	
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: Pacific Excavation Inc.

Bidder Signature: SCM Phone # 541 726 7380



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

PERFORMANCE BOND

Bond No.: 108507135

Solicitation: #2026-43

Project Name: Oatfield Rd Jennings Ave Signal Rebuild Safety Work Project

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

(Surety #1)

(Surety #2)*

Bond Amount No. 1: \$ 1,638,000.00**

Bond Amount No. 2:* \$

Total Penal Sum of Bond: \$ 1,638,000.00**

** If using multiple sureties*

We, PACIFIC EXCAVATION, 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) ONE MILLION SIX HUNDRED THIRTY EIGHT THOUSAND NO/100'S (\$1,638,000.00)** (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with 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 4th day of August, 2026.

PRINCIPAL: PACIFIC EXCAVATION, INC.

By: [Signature]
Signature
VICE PRESIDENT
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

ROBIN BAIRD

[Signature]
Name
Signature

ONE TOWER SQUARE-2SHS
Address
HARTFORD, CONNECTICUT 06183

City	State	Zip
541-741-0550	541-741-1674	
Phone	Fax	



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

PAYMENT BOND

Bond No.: 108507135

Solicitation: #2026-43

Project Name: Oatfield Rd Jennings Ave Signal Rebuild Safety Work Project

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

(Surety #1)

(Surety #2)*

Bond Amount No. 1: \$ 1,638,000.00**

Bond Amount No. 2:* \$ _____

Total Penal Sum of Bond: \$ 1,638,000.00**

* *If using multiple sureties*

We, PACIFIC EXCAVATION, 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) ONE MILLION SIX HUNDRED THIRTY EIGHT THOUSAND NO/100'S (\$1,638,000.00)** (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

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

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

Dated this 4th day of August, 2026.

PRINCIPAL: PACIFIC EXCAVATION, INC.

By: [Signature]

Signature

VICE PRESIDENT

Official Capacity

Attest: [Signature]

Corporation Secretary

SURETY: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

ROBIN BAIRD

[Signature] Name

Signature

ONE TOWER SQUARE-2SHS

Address

HARTFORD, CONNECTICUT 06183

City

State

Zip

541-741-0550

541-741-1674

Phone

Fax



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 13th day of May, 2026.



State of Connecticut

City of Hartford ss.

By: 
Bryce Grissom, Senior Vice President

On this the 13th day of May, 2026, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 31st day of March, 2031




Marie E. Sorensen, Notary Public

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

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

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

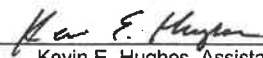
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this 4th day of August, 2026




Kevin E. Hughes, Assistant Secretary

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



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

PROJECT: #2026-43 Oatfield Rd Jennings Ave Signal Rebuild Safety Work Project

Project Background:

The Department of Transportation and Development (DTD) is replacing the existing traffic signal system at the intersection of Oatfield Road and Jennings Avenue, which has reached the end of its life span. As part of the signal replacement, the existing sidewalks, ADA curb ramps, and pedestrian pushbuttons will be upgraded to meet current ADA standards. The project will also include new illumination, stormwater improvements, and modifications to the existing retaining walls located at the northeast and southeast corners of the intersection.

Roadway improvements will also include mobilization, temporary work zone traffic control, installation of a temporary traffic signal, construction surveying, drainage work, retaining wall construction, aggregate base placement, asphalt and concrete surfacing, guardrail installation, permanent traffic control and illumination, traffic signal installation, waterline installation, and permanent seeding and mulching.

Oak Lodge Water Services (OLWS) has existing waterlines along Oatfield Road at the intersection that require upgrades and relocation. To improve efficiency during construction, OLWS and DTD intend to combine the County's roadway project with OLWS's waterline project. Coordinating the work will shorten the overall construction duration and allow the County to manage and oversee all activities, creating a seamless experience for the public.

On behalf of OLWS, the County's contract includes constructing the new waterline and related infrastructure, including a new waterline main, water services, fire hydrants, and associated appurtenances.

Engineers Estimate: \$1,979,463.00

Key Dates:

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

Substantial Completion: June 30, 2027

Final Completion: December 31, 2027

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 HIGHWAY CONSTRUCTION- CLACKAMAS RIVER (S SPRINGWATER RD) BRIDGE AND CLEAR CREEK (S SPRINGWATER RD) BRIDGE APPROACH REPAIR CONSTRUCTION, dated April 2026 (101 Pages)

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT-
Oatfield Rd Jennings Ave Signal Rebuild Safety Work Drawing Set, Sheets No. G-01-G-03; PP-01; BB-

01- BB-02; BC-01-BC-06; C-01-C-02; DR-01- DR-02; TC-01-TC-05; MA-01; MB-01-MB-05; MC-01-MC-04; SS-01-SS-03; STR-01-STR-06; EC-01-EC-06; W-00-W-10. (57 pages)