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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 Goods and Services Contract with Contech Engineered Solutions for Culvert Fabrication for Bear Creek Culvert & Molalla Ave Shoulders Project. Contract Value is \$255,715 for 1 year. Funding is through the Community Road Fund, Countywide Transportation System Development Charges, and City of Molalla. No County General Funds are involved.

Previous Board Action/Review: Approval of an Intergovernmental Agreement between Clackamas County and the City of Molalla 12/18/2025. Approval of a Resolution Declaring the Public Necessity and Purpose 10/09/2025. Approval of Engineering and Related Services Contract 07/25/2024.

Performance Clackamas: Strong Infrastructure

Counsel Review: Yes

Procurement Review: Yes

Contact Person: Jordan Cools

Contact Phone: 503-742-4654

EXECUTIVE SUMMARY: Located in a rural setting just south of the City of Molalla, Molalla Avenue experiences periodic flooding at Bear Creek where the existing culvert is undersized. This project will replace the existing culvert to reduce flooding and construct a roadway section meeting current design standards to allow for future growth and development. Also, the project will make needed improvements to the roadside shoulder along Molalla Avenue from the southerly extents of Molalla City Limits to Sawtell Road to the south. As part of the project and in partnership with the City of Molalla, the project will replace the City's adjacent sanitary pump station. Upon project completion, the road jurisdiction of S Molalla Avenue will be transferred to the City of Molalla through the intersection of S Molalla Forest Road. The total length of the project is just over half of a mile.

Due to schedule constraints and procurement lead times, the County has prepared Contract #1795 to procure the precast concrete culvert material and appurtenances immediately to be available for the contractor to install within the next regulated in-water work window.

The total construction contract cost is \$255,715.00 and will be paid through Strategic Investment Fund (Community Road Fund), Countywide Transportation System Development Charges, and City of Molalla funding. Fabrication is expected to be substantially completed by

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September 30, 2026 and the purchase order will expire December 31, 2026 to allow for delivery and contract closeout documentation.

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on April 7, 2026, Invitation to Bid 2026-26. Bids were publicly opened on April 29, 2026. The County received one (1) bid in response to the Invitation to Bid. The only and lowest bid was from Contech Engineered Solutions LLC with a total value of \$255,715.00. A review of the bid received led to a recommendation for a contract award to the apparent low bidder, Contech Engineered Solutions LLC.

RECOMMENDATION: Staff recommends that the Board of County Commissioners approve Goods and Services Contract #1795 with Contech Engineered Solutions LLC for the Culvert Fabrication for Bear Creek Culvert and Molalla Avenue Shoulders Project.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #0000001795**

This Goods and Services Contract (this "Contract") is entered into between **Contech Engineered Solutions LLC** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), acting by and through its Department of Transportation and Development, for the purposes of providing a fabricated 3-sided precast concrete culvert.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **September 30, 2026**, or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in Exhibit A (the "Work"), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Two Hundred Fifty-Five Thousand Seven Hundred Fifteen Dollars (\$255,715.00)** for performing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

Invoices shall reference the above Contract Number and be submitted to:

- 5. Travel Expense Reimbursement.** Authorized: ☐ Yes ☒ No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 6. Contract Documents.** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Alex Keenan Phone: 303-817-4198 Email: Alex.Keenan@Conteches.com	County Contract Administrator: Jordan Cools Phone: 503-742-4654 Email: Jcools@clackamas.us
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ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 837, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
☒ Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
☒ Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
☒ Required – Automobile Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Ownership of Work Product. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. Representations of Warranties. Contractor represents and warrants the following:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

14. Delivery and Inspections.

- A.** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- B.** Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

15. Survival All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.

16. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. Subcontractors and Assignments. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. Tax Compliance and Certifications. 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 County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

20. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is

declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 22. 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.
- 23. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. 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 breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

29. Reserved.

30. Reserved.

31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

32. Execution and Counterparts. This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

33. Amendment. This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Contech Engineered Solutions LLC
12901 SE 97th Ave, #400
Clackamas, Oregon 97015

Clackamas County

Michael Blank
Authorized Signature _____ Date _____
Digitally signed by Michael Blank
DN: cn=Michael Blank, c=US, o=Contech
Engineered Solutions, ou=Sales/Support,
email=michael.blank@conteches.com
Reason: I agree to the specified portions of
this document
Location: Tacoma, WA
Date: 2026.07.20 10:39:38 -07'00'

Name / Title (Printed) _____

855594-91

Oregon Business Registry # _____

FLLC/Ohio

Entity Type / State of Formation _____

Signature _____ Date _____

Name: _____

Title: _____

Approved for Legal Sufficiency:

Amanda Kella
County Counsel _____ 7/20/2026
Date

EXHIBIT A
RFQ# 2026-26
Culvert Fabrication for Bear Creek Culvert and Molalla Avenue Shoulders Project
Issued April 7, 2026



**INVITATION TO BID
ITB # 2026-26
Culvert Fabrication for Bear Creek Culvert and Molalla Avenue
Shoulders Project**

ISSUE DATE: April 7, 2026

**Tralee Whitley
Procurement Analyst**

**BID DUE DATE AND TIME
April 29, 2026 (2:00 PM, PST)**

SUBMITTAL LOCATION:

Clackamas County Procurement Division

<https://bidlocker.us/a/clackamascounty/BidLocker>

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date.....	April 7, 2026
Protest of Specifications Deadline	April 14, 2026
Request for Clarification or Change Deadline	April 22, 2026
Bid Due Date and Time.....	April 29, 2026
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 ISSUING OFFICE:

Bidding Documents can be downloaded from OregonBuys at the following address:
<https://oregonbuys.gov/bso/view/login/login.xhtml> Document No. S-C01010-00016545. 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.

The Procurement Division of Clackamas County ("County") is the issuing office and is the sole point of contact for this Invitation to Bid ("ITB"). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name:	Tralee Whitley
Title:	Procurement Analyst
Telephone:	(503) 742-5453
Email:	TWhitley@clackamas.us

1.03 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an ITB.
5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
6. "Invitation to Bid" or "ITB" means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. "LCRBR" means the Clackamas County Local Contract Review Board Rules found at:
<https://www.clackamas.us/code>
8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.
9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
10. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION:

Clackamas County is advertising for early fabrication and delivery of a 3-sided precast concrete culvert including precast footings, wingwalls, and headwalls in advance of the regulated in-water work window for installation during mid- to late-summer 2026. Fabricator will provide engineered submittal for County approval and shall fabricate and deliver all culvert components to the County's "Steel Bridge" yard site at 16154 OR-211, Molalla, Oregon or location within 5 miles from "Steel Bridge" yard site as directed by the County by August 10, 2026.

2.02 BACKGROUND:

Clackamas County will be replacing a culvert conveying Bear Creek at S Molalla Avenue south of Molalla City Limits. S Molalla Avenue experiences overtopping due to flooding at Bear Creek where the existing culvert is undersized. A County project will replace the existing, undersized corrugated metal pipe culvert with a 3-sided precast concrete culvert to improve the hydraulic capacity issues, provide fish passage, and serve a future road section meeting current standards. This ITB is for the purchase of the culvert only.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A, attached and hereby incorporated by reference.

3.02 TERMS AND CONDITIONS:

Sample Contract: Submission of a Proposal in response to this ITB indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this ITB. This ITB and all supplemental information in response to this ITB will be a binding part of the final contract.

The applicable **Sample Goods and Services** Contract.

The following insurance requirements will be applicable.

- ☐ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below:

- Membership in Pacific Northwest Precast Concrete Association.
- Firms must have a minimum experience of three (3) projects of 3-sided or 4-sided precast concrete culverts that were designed and furnished within the last three (3) years of similar type, dimensions, and purpose.

5.0 REQUIRED SUBMITTALS

5.01 SUBMISSION OF BID AND QUANTITY:

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

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

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in Exhibit A.
- Detailed information about how the Bidder meets the minimum qualifications detailed in Section 4.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed.
- Exhibit D, Bid Price Form, fully completed.
- **Provide a description of no less than three (3) projects of 3-sided or 4-sided precast concrete culverts were designed and furnished within the last three (3) years of similar type, dimensions, and purpose. Include summary of engineering, fabrication, delivery, and complete schedule. Companies that cannot demonstrate this experience will be deemed non-responsive.**

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. County may engage in any of the processes identified in the applicable LCRBR to determine the Contract award.

6.02 BEST AND FINAL OFFER:

In accordance with LCRBR C-047-0261, the County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

6.03 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT:

Pursuant to ORS 279A and LCRBR, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

6.04 INVESTIGATION OF REFERENCES:

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source. County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and the LCRBR.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENT:

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. County Tech will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted on OregonBuys. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

- 7.04 PROTESTS OF THE BID/SPECIFICATIONS:
Protests must be in accordance with LCRBR C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, or within three (3) business days of issuance of any addendum, at the Procurement Services Division address listed in Section 1 of this ITB. Protests may not be faxed. Protests of the ITB specifications must include the reason for the protest and any proposed changes to the requirements.
- 7.05 ADDENDA:
If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check projects OregonBuys listing for any published Addenda or response to clarifying questions.
- 7.06 PREPARING AND SIGNATURE:
All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.
- 7.07 PUBLIC RECORD:
Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a “trade secret” under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a “trade secret” the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.
- 7.08 MODIFICATION:
Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.
- 7.09 WITHDRAWALS:
A Bidder may withdraw their Bid by submitting a Written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder’s letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.
- 7.10 LATE SUBMITTALS:
Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).
- 7.11 BID OPENING:
Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids and base bid price will be announced. No other information regarding the content of the Bids will be available. The base bid results will be posted to OregonBuys.

7.12 BIDS ARE OFFERS:

The Bid is the Bidder's offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.

7.13 CONTINGENT BIDS:

Bidder shall not make its Bid contingent upon County's acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT:

County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County's Written finding that it is in the public interest to do so. County may reject all Bids for good cause, if upon County's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

7.15 AWARDS:

County reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. County reserves the right to delete any item from the award when deemed to be in the best interest of County.

7.16 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.

7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders and posted to OregonBuys. The Bid file will be available for Bidder's review during the protest period at the Procurement Division. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.

7.18 BID PREPARATION COST:

County is not liable for costs incurred by the Bidder during the ITB process.

7.19 BID CANCELLATION:

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.

7.20 COLLUSION:

By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the ITB, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

7.21 NONDISCRIMINATION:

The successful proposer agrees that, in performing the work called for by this ITB and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

7.22 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

An eligible Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

EXHIBIT A
REQUIRED SPECIFICATIONS

[Remainder of this page left intentionally blank]

**SPECIAL PROVISIONS
FOR HIGHWAY CONSTRUCTION**



**OREGON DEPARTMENT OF TRANSPORTATION
SALEM, OREGON**



**CULVERT FABRICATION
BEAR CREEK CULVERT & MOLALLA AVE. SHOULDERS
S. MOLALLA AVE.
Clackamas County
FEBRUARY 27, 2026**

OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Bridges and Structures
Bear Creek Culvert & Molalla Ave Shoulders Project
S. Molalla Ave.
Clackamas County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature  102857PE Digitally signed 2026.02.27 12:08:27-07'00' OREGON MAY 10, 2023 DAVID A DUSZAK EXPIRES: 12/31/27	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for temporary features and appurtenances, roadwork, bases, wearing surfaces, permanent traffic safety and guidance devices, and permanent traffic control. Modified Special Provisions were prepared by me or under my supervision. Section(s) 00220, 00221, 00222, 00294, 00305, 00310, 00320, 00330, 00405, 00495, 00620, 00640, 00730, 00744, 00865, 00905, 00920, 01070, and 02630.
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Bridges and Structures
Bear Creek Culvert & Molalla Ave Shoulders Project
S. Molalla Ave.
Clackamas County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature  EXPIRES: 12/31/27	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for drainage and sewers and right of way development and control. Modified Special Provisions were prepared by me or under my supervision. Section(s) 00245, 00280, 00390, 00415, 00445, 00470, 00490, 00842, 01011, 01030, 01040, 01091, and 02415.
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

OREGON DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Bridges and Structures

Bear Creek Culvert & Molalla Ave Shoulders Project

S. Molalla Ave.

Clackamas County

PROFESSIONAL OF RECORD CERTIFICATION:

Seal w/signature



EXPIRES: 12/31/27

I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for the Bear Creek culvert and retaining wall. Modified Special Provisions were prepared by me or under my supervision.

Section(s) 00350, 00504, 00510, 00552, 00592, 00595, 00596C, 01050, 02050, 02320, and 02510.

FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

Clackamas County Special Provisions (2024 version October 11, 2024)

Section 00110 – Organization, Conventions, Abbreviations and Definitions

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

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

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

- Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website
<https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>
- EquipmentWatch
www.equipmentwatch.com
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

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 or modify definitions as follows:

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,

Bear Creek Culvert & Molalla Ave Shoulders Project

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, 2024 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

Bear Creek Culvert & Molalla Ave Shoulders Project

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 Purchasing Department.

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.

Bear Creek Culvert & Molalla Ave Shoulders Project

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

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

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

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

END OF SECTION

Section 00120 – Bidding Requirements and Procedures

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

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

See Instructions to Bidders. To gain Prequalification of Bidders through ODOT:

- If delivered by electronic mail, the application shall be sent to:

ODOTProcurementOfficeConstruction@odot.oregon.gov
- If delivered by mail or parcel delivery service, the application shall be sent to:

Oregon Department of Transportation
Procurement Construction Contracts, MS #33
355 Capitol Street NE
Salem, OR 97301

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

See Instructions to Bidders.

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

See Notice of Public Improvement Contract and Instructions to Bidders.

Copies of the 2024 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

The Plans, which are applicable to the Work to be performed under the Contract, are included in these Special Provisions.

00120.25 Subsurface Investigations - Replace the first two sentences of the first paragraph with the following:

The Agency or its consultant has conducted subsurface or geologic investigations of the Project Site, and the results of these investigations are included in the Bid Documents and available at the Engineer's office.

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

See Instructions to Bidders.

Bear Creek Culvert & Molalla Ave Shoulders Project

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

See Instructions to Bidders.

00120.45 Submittal of Bids - Delete and replace with:

See Instructions to Bidders.

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

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

See Instructions to Bidders.

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

See Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

END OF SECTION

Section 00130 – Award and Execution of Contract

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

00130.00 Consideration of Bids - Delete third paragraph.

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

See Instructions to Bidders.

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

See Instructions to Bidders.

00130.30 Contract Booklet – Add the following:

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

- The "Oregon Standard Specifications for Construction", 2024 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

00130.40 Contract Submittals - Delete and replace with the following:

See Instructions to Bidders.

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

See Instructions to Bidders.

END OF SECTION

Section 00140 – Scope of Work

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

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

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

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

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

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

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

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

END OF SECTION

Section 00150 – Control of Work

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

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

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

00150.05 Cooperative Arrangements – Delete this section.

00150.10 Coordination of Contract Documents

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

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

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

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

Bear Creek Culvert & Molalla Ave Shoulders Project

Section 00160 – Source of Materials

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.20(a) Buy America – Delete this section and replace with the following: Federal highway funds are NOT involved on this Project.

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 MFTP on its projects:

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

The County follows the NTMAG on its projects.

END OF SECTION

Section 00170 – Legal Relations and Responsibilities

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

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

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

00170.61(a) Workers' Compensation - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) ..." with the following paragraph:

The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication *Prevailing Wage Rates for Public Works Contracts*. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

Add the following subsection:

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

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

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

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

00170.70(d) Additional Insured - Replace the paragraph that begins "The liability insurance coverages of 00170.70(a)..." with the following paragraph:

The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement endorsing the "State of Oregon, the Oregon Transportation Commission and

Bear Creek Culvert & Molalla Ave Shoulders Project

the Oregon Department of Transportation, and their respective officers, members, agents, and employees” as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate Subcontractor shall include all of the foregoing as Additional Insureds and shall also include the Contractor and its officers and employees as Additional Insureds.

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- City of Molalla and its officers, agents, and employees
- RS&H, Inc.
- The Dyer Partnership Engineers & Planners, Inc.

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

Clackamas County Public Improvement Contract.

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

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- City of Molalla and its officers, agents, and employees
- RS&H, Inc.
- The Dyer Partnership Engineers & Planners, Inc.

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

END OF SECTION

Section 00180 – Prosecution and Progress

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

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

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

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

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

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

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

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 Other Contractors	00150.55
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Limited Duration Road Closure	00220.40(f)
Regulated Work Areas	00290.34(a)
Maintenance Under Traffic	00620.43
Opening Sections to Traffic	00744.51

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

Bear Creek Culvert & Molalla Ave Shoulders Project

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

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

Add the following subsection:

00180.50(h) Contract Time - There is one Contract Time on this Project as follows:
August 3, 2026.

Section 00190 – Measurement of Pay Quantities

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

00190.20(f)(2) Scale Without Automatic Printer - Replace the paragraph that begins "The Contractor shall inform..." with the following paragraph:

If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of their intent to use a scale without an automatic printer at least 3 working days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

Add the following paragraph after the paragraph that begins " If the scales require manual entry...":

Pay costs for the weigh witness at \$35.00 per hour.

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

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

END OF SECTION

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Section 00195 – Payment

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

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

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

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

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

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

Significant is defined as:

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

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

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

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

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

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

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

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

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

Bear Creek Culvert & Molalla Ave Shoulders Project

00195.50(c)(1) Cash, Alternate A – Replace this subsection, except for the subsection number and title, with the following:

Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest bearing account, established through the State Treasurer for the benefit of the Agency, as required by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

00195.50(c)(2) Cash, Alternate B (Retainage Surety Bond) - Replace this subsection, except for the subsection number and title, with the following:

The Contractor may submit a Surety bond in lieu of all or a portion of the retainage required under the Contract. The Agency will accept this Surety bond unless the Agency first finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560(1)(c).

The Surety bond must be in substantially the form specified in ORS 701.435 (4) (Oregon House Bill 4006, 2024), and executed by a Surety bonding company that is authorized to transact Surety business in the State of Oregon and may not be a Surety obligation of an individual. The Surety bond and any proceeds of the Surety bond must be made subject to all claims and liens and in the same manner and priority specified for retainage under ORS 279C.550 to 279C.570 and ORS 279C.600 to 279C.625. Agency will reduce the cash retainage held by an amount equal to the value of the Surety bond and pay the amount of the reduction to Contractor according to ORS 279C.570. Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

When the Agency accepts a Surety bond in lieu of retainage from the Contractor, the Contractor shall accept Surety bonds from Subcontractors or Suppliers from which the Contractor has withheld retainage. At any time before final payment a Subcontractor may submit a Surety bond to the Contractor and request that the Contractor submit a Surety bond as described above for the portion of the Contractor's retainage that pertains to the Subcontractor. The Surety bond the Subcontractor provides to the Contractor must meet the Agency requirements specified in the paragraph above. When a Contractor at a Subcontractor's request obtains and submits a Surety bond under this subsection, the Contractor may withhold from payments to the Subcontractor an amount equivalent to the portion of the Contractor's Surety bond premium for which the Subcontractor is responsible in accordance with ORS 279C.560 (Oregon House Bill 4006, 2024).

Within 30 Days after a Subcontractor's request the Contractor shall provide a Surety bond as described above, and the Agency will accept the Surety bond unless:

- the Agency finds in writing good cause for rejection based on unique project circumstances in accordance with ORS 279C.560;

SECTION 00552 - PRECAST REINFORCED CONCRETE MEMBERS

Section 00552, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00552.00 Scope - This Work consists of the design, manufacture, storage, transportation and installation of precast reinforced concrete pile caps, precast wingwall and headwall systems for culverts, precast three-sided structure footings, Bridge approach slabs or other precast concrete members. Precast reinforced concrete members in this Specification will be referred to as "Members".

00552.02 Design of Precast Members: Perform design according to the ODOT Bridge Design Manual and the current edition of AASHTO LRFD Bridge Design Specifications.

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Submit stamped design calculations and stamped Working Drawings, prepared by the manufacturer, according to 00150.35. Include the following information:

- Structural analysis methods
- Structural design criteria and calculations
- Structure detail shop drawings,
- Detailed plans including member geometries,
- Joint and connection details (including those for fencing), and
- Lifting devices

Submit a stamped installation plan, according to 00150.35. Ensure the installation plan is consistent with the Plans, Specifications, and the manufacturer's design. Include the following information:

- Methods and Equipment to be used for handling,
- Methods to ensure uniform bearing of the Member bases,
- Member storage,
- Member installation,
- Erection and bracing plan for Members, and
- Requirements for construction loads.

Do not begin Member fabrication or construction before receiving written approval from the Engineer.

00552.04 Member Tolerances - Fabricate Members to the dimensional tolerances in the *PCI Manual for Quality Control for Plants and Production of Structural Precast Concrete Products*. Acceptance or rejection of Members outside these tolerances will depend on how the Structure's strength, rideability and appearance are affected.

Materials

00552.11 Materials - Furnish Materials meeting the following requirements:

Concrete Coating	02210
Concrete	02001
Curing Materials.....	02050
Deformed Bar Reinforcement.....	02510.10
Epoxy Coated Reinforcement	02510.11
Mechanical Splices	02510.20
High-Strength Anchor Bolts or Rods	02560.30
Corrugated Metal Pipe	02420.10
Portland Cement Concrete Repair Material.....	02015
Structural Grout.....	02080.60

00552.12 Acceptance of Concrete - Acceptance of concrete is according to Section 00165 and the following:

(a) Aggregate - Acceptance of Aggregate is based on the Contractor's quality control testing, if verified, according to Section 00165.

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(b) Plastic Concrete - Acceptance of plastic concrete is based on tests performed by the QCT, according to Section 02001.

(c) Hardened Concrete:

(1) General - Acceptance of hardened concrete is based on analysis of compressive strength test results of cylinders cast and cured by the Contractor and tested according to AASHTO T 22 by a CSTT at an ODOT certified laboratory and verified according to Section 00165.

(2) Sampling and Testing - Obtain a sample from a delivery vehicle, selected at random, during placement in each bed. Test the sample for temperature, slump, density and air content and cast at least three cylinders for testing at 28 Days. Cure the cylinders in a manner similar to the Members they represent. Alternately, the cylinders may be cured in a curing chamber correlated in temperature with the concrete in the beds. Leave the cylinders in the bed with the Member or in the curing chamber until the Member is stripped. After the Member is stripped, place the acceptance cylinders in storage in a moist condition according to AASHTO T 23.

(3) Actual Strength Test Value - The ASTV at 28 Days is the average compressive strength of the three cylinders tested.

Discard all specimens that show definite evidence of improper sampling, molding, handling, curing, or testing, except low strength. The average strength of the remaining cylinders are then considered the test result.

(4) Acceptance - Hardened concrete Members with an ASTV meeting or exceeding the specified design strength, f'_c , are acceptable for strength.

If the ASTV is less than f'_c but at least 85 percent of f'_c , the Engineer may review the results to determine if the Member is suitable for the intended purpose. If suitable, the concrete represented by an ASTV less than f'_c may be accepted subject to a price adjustment according to 00150.25.

Concrete that has an ASTV less than 85 percent of f'_c will not be accepted. All costs of removal, replacement, and all related Work are the Contractor's responsibility.

Equipment

00552.20 Vibrators - Provide either internal or external vibrators in working condition meeting the manufacturer's rating. When epoxy coated reinforcement is used, use internal vibrators fitted with a manufactured rubber head to minimize damage to the epoxy coating.

Construction

00552.40 Forming - Provide forms that are mortar-tight and sufficiently rigid to conform to the specified dimensions without appreciable distortion, warping or opening of joints. Before placing concrete in the forms, remove all dirt, sawdust, excess water and other foreign material. Tighten forms before depositing new concrete on or against hardened concrete. Provide a 3/4-inch chamfer on all exposed concrete edges unless otherwise shown.

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00552.41 - Placing Reinforcement - Place reinforcement according to the Plans, Section 00530, and these Specifications.

00552.42 Placing Concrete:

(a) General - Place concrete so that the finished Members are uniform and monolithic, free from cold joints.

Do not deposit concrete in the forms until the Engineer has inspected and approved the placement of reinforcement, conduit, and other embedded items.

In preparation for placing concrete, prepare forms according to 00552.40. Remove struts, stays and braces serving temporarily to hold the forms in correct shape and alignment before the placing of concrete or when the concrete placing has reached an elevation rendering them unnecessary. Remove these temporary members entirely from the forms and do not bury them in the concrete.

Place concrete to its final position, without segregation of materials or displacement of the reinforcement.

(b) Consolidation - Consolidate concrete, during and immediately after placing, by mechanical vibration as follows:

- Operate vibrators at frequencies that produce consolidated placements.
- Do not use vibration for shifting concrete to the extent of causing segregation.
- Vibrate at points uniformly spaced and not further than twice the radius over which vibration is visibly effective.
- Continue vibration until the concrete is thoroughly consolidated, but not until segregation occurs or localized areas of grout form.

00552.43 Hot or Cold Weather - Produce and place concrete within the temperature range specified in 02001.20(d). When the air temperature is, or is expected to be, below 40 °F or above 100 °F, observe the following precautions:

- Do not place concrete in forms, on reinforcing steel or on appurtenances when the surface temperature of these facilities is below 40 °F. Provide heat to maintain their temperature at 40 °F minimum.
- Do not place concrete when the surface temperature of forms or reinforcing steel is 100 °F or more.

00552.44 Top Surface Finish - After the concrete is placed and consolidated, strike the concrete to grade and Cross Section shown and float it to produce a uniform surface. Before initial set of the surface concrete and the concrete has hardened sufficiently, provide a surface finish on the top surface as shown or specified.

(a) General Members - Provide a broom finish on top of Members.

(b) Members with Cast-in-place Deck - Provide a rake finish on top of Members. Texture it with a 1/8 inch wide steel-tined rake tool that will mark the finished concrete to

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a depth of 1/8 inch to 3/16 inch. Space the markings 3/4 inch on centers. Do not overlap the texturing. Produce the texture transverse to the Roadway centerline and full Member width.

(c) Members with ACP Wearing Surface - Provide a broom finish on top of Members.

00552.45 Curing Concrete:

(a) General Requirements - Cure Members with water, wet burlap, curing compound or other approved methods. Begin curing as soon as possible without damaging the freshly placed concrete. Continue curing for a minimum of 7 Calendar Days after placement.

Keep surfaces not covered by waterproof forms damp by applying water with a fog nozzle until the surface has set sufficiently to allow sprinkling with water or covering with wet burlap and plastic.

Do not interrupt curing for more than one hour during cure period.

(b) Additional Cure Time - If, during the cure time period, the surrounding temperature falls below 45 °F, extend the cure for the number of hours the temperature is below 45 °F.

00552.46 Surface Finish Other Than Top Surface - Provide a surface finish as shown or specified.

Where no finish is shown or specified, provide a general surface finish to concrete surfaces.

For concrete surfaces receiving a Class 1 or Class 2 surface finish, finish the surfaces when the Member is in its final position and finish to a point 1 foot below the finished ground line.

(a) General Surface Finish - Apply a general surface finish as a final finish or preparatory to a higher class finish.

Remove all metal form bolts, snap ties and any other metal to a depth of 1 inch below the finished concrete surface. Repair air pockets over 1/2 inch in depth, all form tie removals, rock pockets and unsound concrete, and fill resulting holes or depressions with concrete or a PCC repair Material from the QPL. On exposed surfaces, correct all bulges, fins, depressions, repairs, stains or discolorations to produce a smooth surface with uniform texture, lines, and appearance.

The Engineer will determine the extent of required repairs.

(b) Class 1 Surface Finish (Ground, Sacked, and Coated) - After completion of the general surface finish, grind the surface with a power grinder or an equivalent method to remove laitance and surface film. Sack the surface to fill all holes using a paste of fine mortar sand, cement, water, and bonding agent. The ratio of bonding agent to water is one part bonding agent to two parts water, or as recommended by the manufacturer. Apply coating according to 00540.53(d).

(c) Class 2 Surface Finish (Ground, Floated and Coated or Uncoated) - After completion of the general finish, grind the surface with a power grinder or an equivalent method to remove laitance and surface film. Float the surface with a rubber or sponge

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float, using a paste of fine mortar sand, cement, water, and bonding agent to fill air holes or voids and to bring the surface to a uniform texture. Keep the textured surface damp a minimum of 12 hours or until the paste has set, whichever is longer. If dusting occurs after the retextured surface sets and is rubbed, refinish the surface.

00552.47 Surface Preparation for Members with Overlay or Membrane - Prepare top surface of Members according to Section 00504, not less than 28 Calendar Days after casting.

00552.48 Exposed Reinforcement - After a Member is removed from the form, clean any projecting reinforcement of dirt, oil, grease, rust and corrosives and protect it from damage until concrete is cast around it.

00552.49 Lifting, Storing, Transporting, Erecting, and Bracing - Be responsible for the safety of precast Members during all stages of construction. Lifting, storage, transporting, erecting and bracing of Members is the sole responsibility of the Contractor subject to the following requirements:

(a) Lifting:

- Lift Members so as to prevent damage.
- Lift Members at the support points specified by the manufacturer.
- Lift Members in a manner that does not cause damaging bending or torsional forces.
- Members will be rejected if not handled as specified.

(b) Storing - Store Members with support points that are level transversely.

(c) Transporting - Transport Members from the casting yard not less than 7 Calendar Days after casting, not less than 7 Calendar Days after all concrete patching and repairing is complete and after 28-Day compressive strengths have been achieved.

Damaged Members will be rejected. Replace damaged Members, or if allowed by the Engineer, repair damaged Members to the Engineer's satisfaction at no additional cost to the Agency.

(d) Erecting and Bracing - After a Member has been erected and until it is secured to the Structure, provide temporary bracing as necessary to resist wind or other loads.

00552.50 Precast Member Connections - Provide connections between Members as shown and specified.

(a) Closure Pour - Provide exposed Aggregate finish up to a 1/4" amplitude at Member interfaces that are in contact with the closure pour Material by using surface retarders from the QPL or other methods approved by the Engineer. Visually verify the surface profile of all prepared surfaces according to *International Concrete Repair Institute (ICRI) Guideline 310.2R-2013 Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair - surface profile CSP 7*.

Provide necessary forms and seal the closure pour space. Wet Member interfaces for a minimum of 8 hours and to a saturated surface dry condition immediately before placing

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the closure pour Material. Ensure that the surfaces are free of contaminants. Blow out with compressed air any standing water in depressions, holes or low area.

(b) Welding - Perform structural steel welding according to 00560.26(b).

(c) Bolting - After Members are set as shown, mark the position of the nut with a permanent felt tip pen or similar marker. Rotate the nut of each anchor bolt past snug-tight by no more than 1/6 turn, unless shown otherwise.

(d) Mechanical Splice - Use mechanical splice from the QPL. Install mechanical splice in Members and make connection between the Members as shown and according to the manufacturer's recommendation.

Measurement

00552.80 Measurement - The dimensions of Members shown are for estimating purposes only. The quantities of Work performed under this Section will be measured according to the following:

Length Basis - The quantities will be the theoretical horizontal length shown for each Member, added together to calculate a total length for each Member type and size.

Area Basis - The quantities of precast approach slabs will be determined by calculating the theoretical top surface area of the Members based on the dimensions shown. The quantities of precast wingwalls will be determined by calculating the theoretical wall face area projected onto a vertical plane along one side of the precast wingwalls based on the dimensions shown.

Lump Sum – Under this method, no measurement will be made. Estimated quantities of reinforcement and concrete are listed.

The estimated quantities of reinforcement and concrete are:

Wingwall and Headwall Systems for Culvert:

	Reinforcement	Concrete
	(Pound)	(Cubic Yard)
Precast.....	6800	34

Precast Reinforced Concrete Three-Sided Structure Footings:

Precast.....	9600	48
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Field measurement of Member dimensions will not be made.

Payment

00552.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item

Unit of Measurement

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(a) Precast Pile Cap, ____	Foot
(b) Precast Bridge Approach Slab	Square Yard
(b) Precast Wingwalls	Square Foot
(c) Precast Wingwall and Headwall Systems for Culvert	Lump Sum
(d) Precast Reinforced Concrete Three-Sided Structure Footings.....	Lump Sum

In item (a), the pile cap height and width will be inserted in the blank.

Item (d) includes precast wingwalls, with precast footings and headwalls.

Payment will be payment in full for furnishing 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:

- reinforcement, anchorages, corrugated metal pipe, plates, nuts, mechanical splices, and all other material contained within and extending from the Member
- furnishing, transporting, delivery, and unloading of Members
- furnishing and placing anchor bolts, dowels, and threaded rods where applicable
- furnishing and grouting bolt blockouts, voids, and socket connections
- providing surface finish on Members
- plant assembly, fit-up and corrective work

SECTION 00595 - REINFORCED CONCRETE BOX CULVERTS

Comply with Section 00595 of the Standard Specifications modified as follows:

00595.10 Cast-in-Place Materials - Replace the sentence that begins “For cast-in-place RCBC, cast-in-place ends...” with the following sentence: For cast-in-place RCBC, and cast-in-place ends, furnish Materials meeting the following requirements:

00595.40 Cast-in-Place - Replace the sentence that begins “Construct cast-in-place RCBC...” with the following sentence: Construct cast-in-place RCBC and cast-in-place ends according to the following:

00595.40(b)(1) Placing Concrete – Delete the sentence “Construct each wingwall as a monolith.”

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00595.42(d) Transport – Replace the sentence that begins “Do not ship any RCBC section...” with the following sentence: Do not ship any RCBC section without the inspector’s label or marking.

00595.43(a) Repair Cracked or Damaged RCBC - Replace the bullet that begins “Cracks 0.01 inch or wider...” with the following bullet:

- Cracks 0.01 inch or wider and greater than 12 inches long that do not pass through the wall or slab thickness.

00595.44 Precast Installation - Add the following to the end of this subsection:

- Perform structural steel welding according to 00560.26(a) or 00560.26(b)

00595.80 Measurement - Delete the paragraph that begins “No measurement of quantities...”.

00595.90 Payment - Delete pay items (e) and (f) in the pay item list.

Replace the paragraph that begins with "No separate or additional payment..." with the following:

No separate or additional payment will be made for furnishing, transporting, delivery, and unloading of Members. No separate or additional payment will be made for closure pours, weldments, or structure connection systems; this Work is included in payment made for the applicable items in which they are used.

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

02050.10 Liquid Compounds – Replace the paragraph that begins “Furnish liquid membrane-forming curing ...” with the following:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit two, one quart samples from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

SECTION 02510 - REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.11(c) Coated Reinforcement Ties and Supports - Delete this subsection.

02510.11(d) Epoxy Coating Repair - Delete this subsection.

02510.30(d) Ties and Support - Delete this subsection.

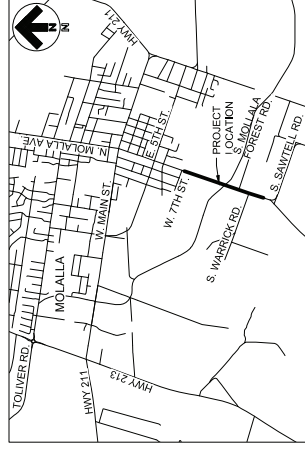
02510.60 Wire Reinforcement - Replace this subsection with the following subsection:

02510.60 Ties and Supports - Provide tie wire and supports according to *CRSI Manual of Standard Practice*.

(a) Coated Reinforcement Ties and Supports – Provide nonmetallic coated ties and supports for coated reinforcement, including ties for coated-to-uncoated reinforcement connections.

(b) Uncoated Reinforcement Ties and Supports - Tie all mats of galvanized steel bars with galvanized ties. Provide precast concrete blocks with galvanized ties that support galvanized reinforcement.

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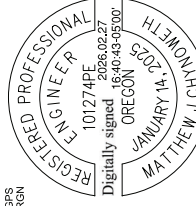


VICINITY MAP

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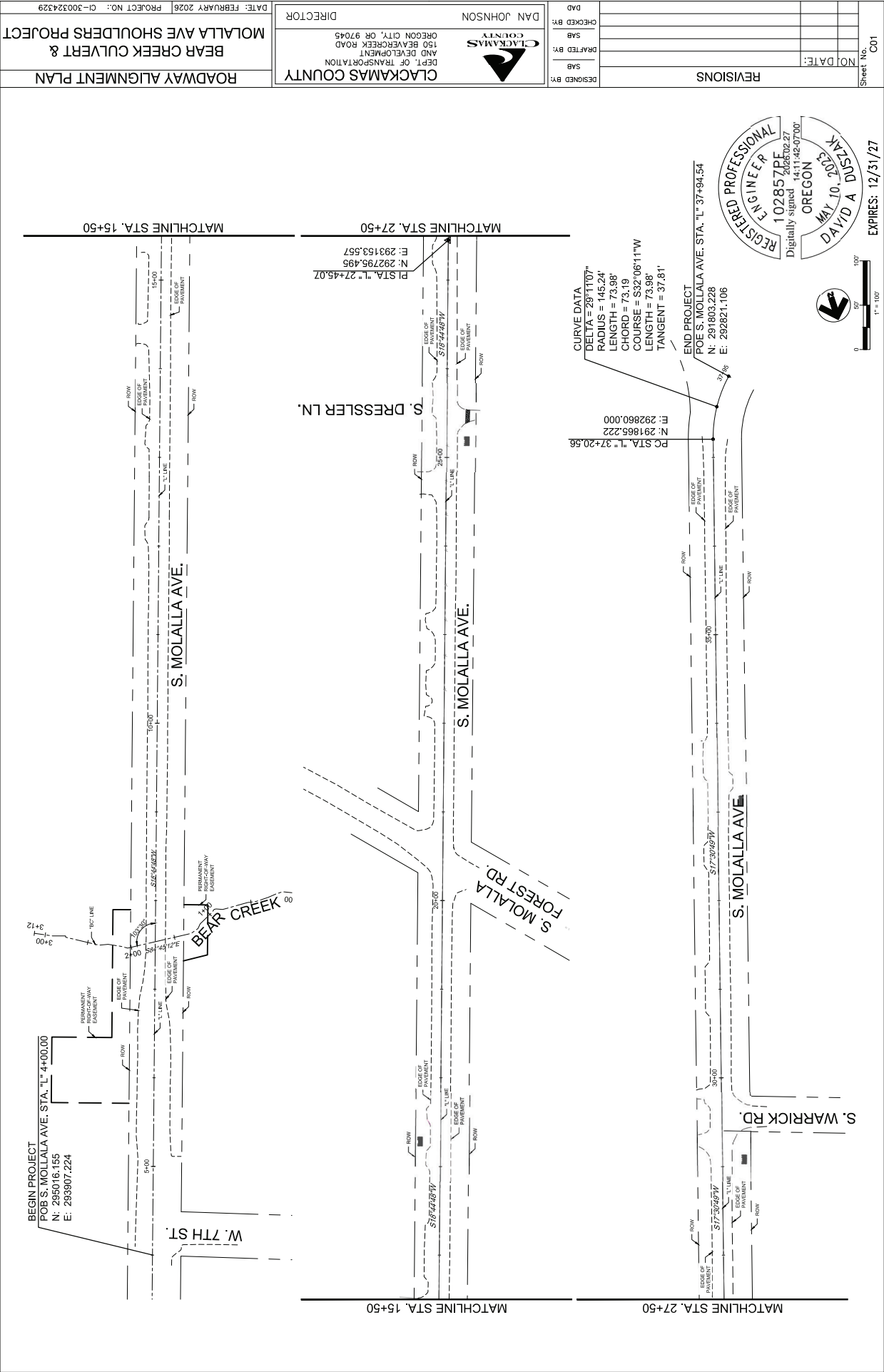
ATTENTION EXCAVATORS: Oregon Law requires compliance with OAR 952-001-0010 through OAR 952-001-0090. These rules may be obtained by calling the Oregon Notification Center 503-232-1987 or at www.digsafelyoregon.com. Contractor must notify the center at least two working days before, but not more than ten days before, commencing excavation. The Contractor, in locating and protecting underground utilities, must comply with the regulations of O.R.S. 757.541 to 757.562 and 757.903.

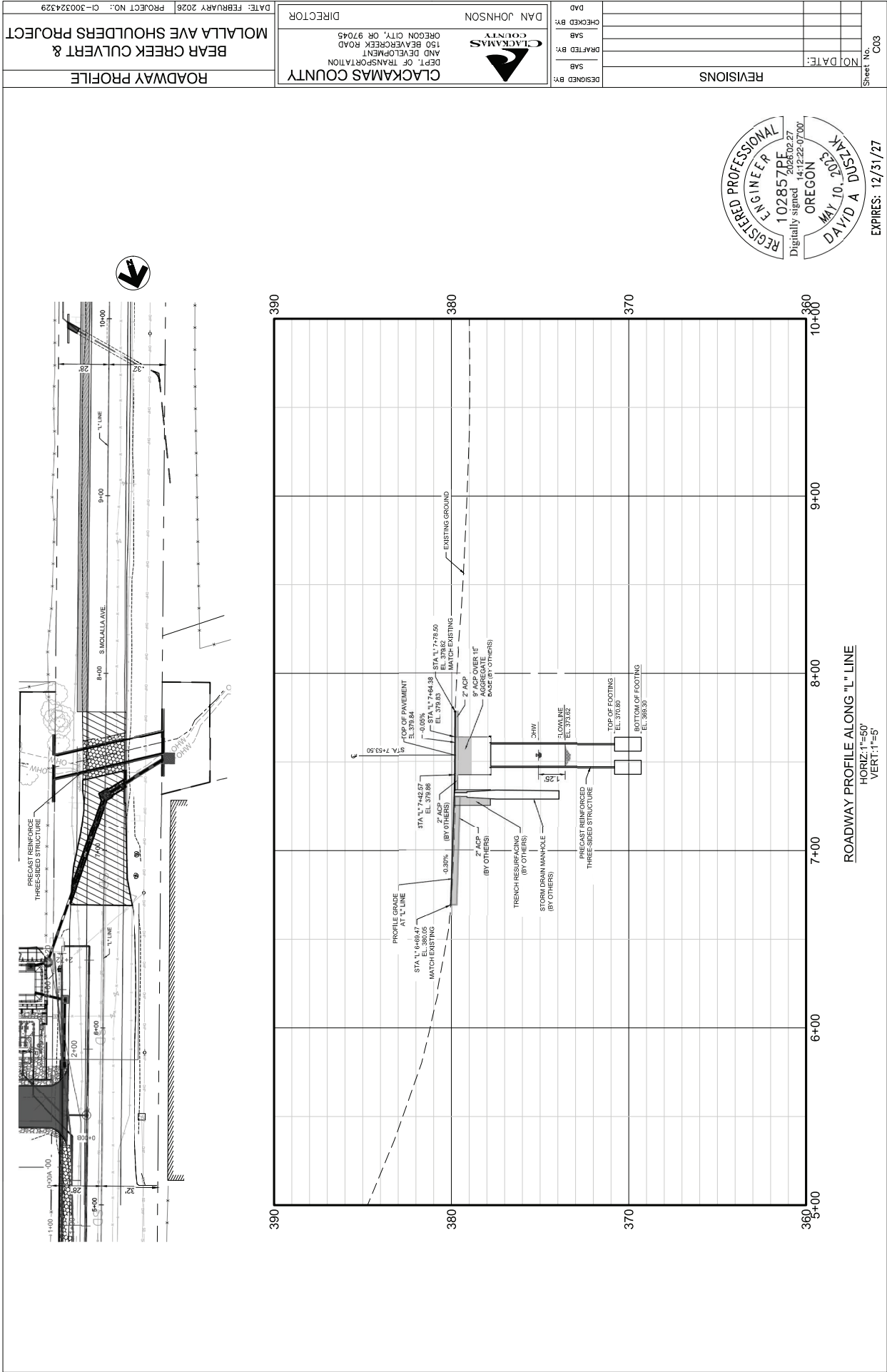
PORTLAND GENERAL ELECTRIC
CONTACT: JON SPICKERMAN
PHONE: (503) 463-4301
EMAIL: jon.spickerman@pgen.com

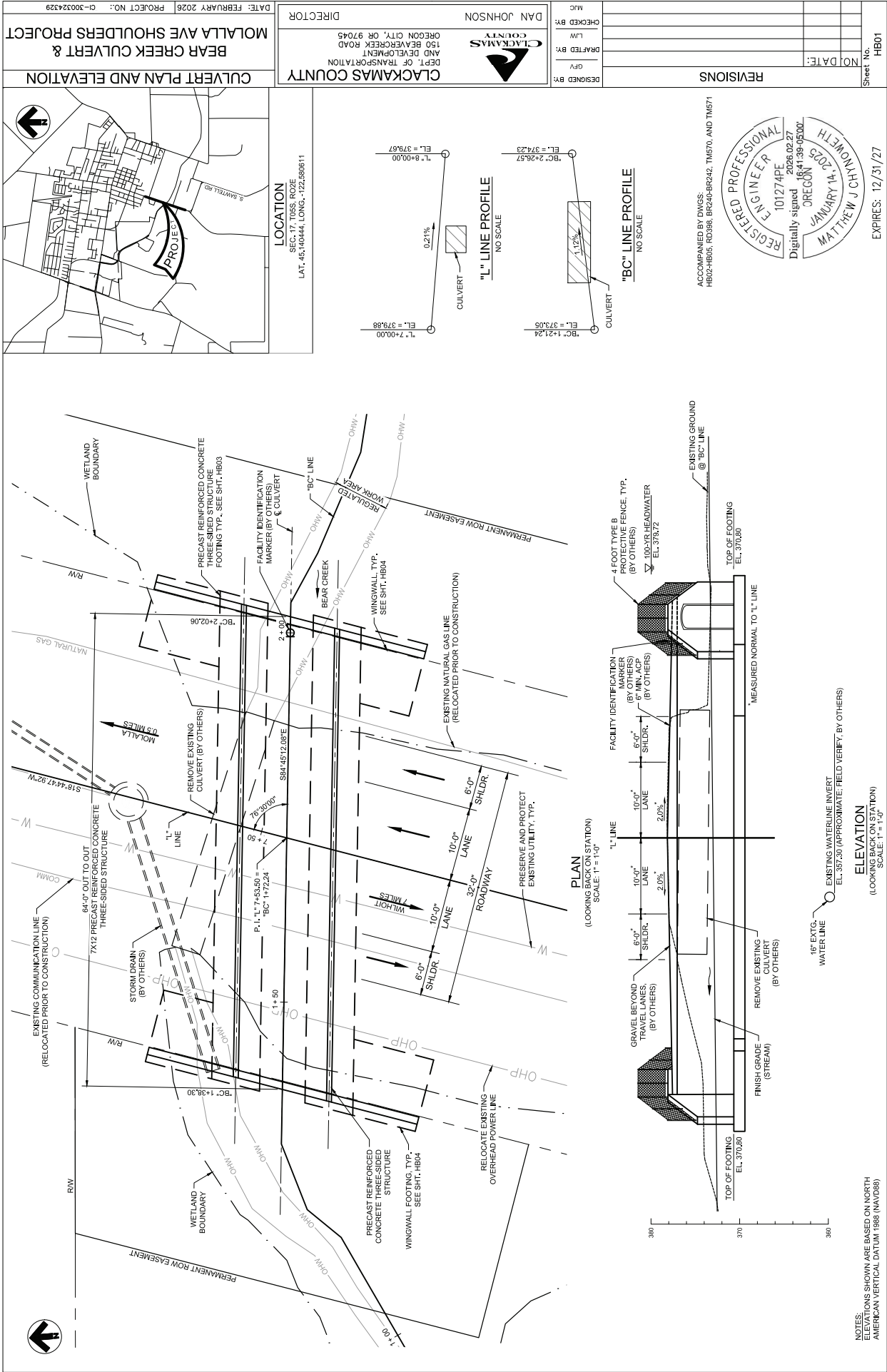


EXPIRES: 12/31/27

REVISIONS DESIGNED BY: _____ DRAFTED BY: _____ CHECKED BY: _____ DAD _____	NO DATE: _____		Sheet No. A01
	CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045 DIRECTOR		
COVER SHEET BEAR CREEK CULVERT & MOLATA AVE SHOULDERS PROJECT			DATE: FEBRUARY 2026 PROJECT NO: CL-300324329





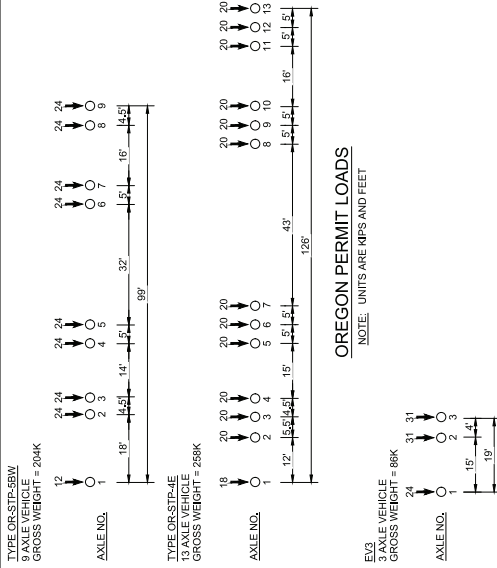


GENERAL NOTES:

DESIGN NOTES:
DESIGN PRECAST REINFORCED CONCRETE THREE-SIDED STRUCTURE, FOOTINGS, WINGWALLS, AND HEADWALLS
ACCORDING TO THE 2020, 9TH EDITION OF THE "ASHTO LRFD BRIDGE DESIGN SPECIFICATIONS", "OREGON
GEOTECHNICAL DESIGN MANUAL",
DESIGN INCLUDES AN ALLOWANCE OF 150 PSF FOR PRESENT WEARING SURFACE AND 25 PSF FOR FUTURE
WEARING SURFACE AND ALL OF THE FOLLOWING LIVE LOADS:
SERVICE AND STRENGTH I LIMIT STATES:
HL-93: DESIGN TRUCK (OR TRUCKS PER LRFD 3.6.1.3) OR THE DESIGN TANDEMS AND THE DESIGN LANE LOAD,
STRENGTH II LIMIT STATE:
ODOT TYPE STP-5BW PERMIT TRUCK
ODOT TYPE STP-4E PERMIT TRUCK
E10 TRUCK
PROVIDE PRECAST REINFORCED CONCRETE THREE-SIDED STRUCTURE MEETING THE RISE AND SPAN SHOWN.
PROVIDE ALL MATERIALS AND PERFORM ALL WORK ACCORDING TO THE "OREGON STANDARD SPECIFICATIONS
FOR CONSTRUCTION 2024"

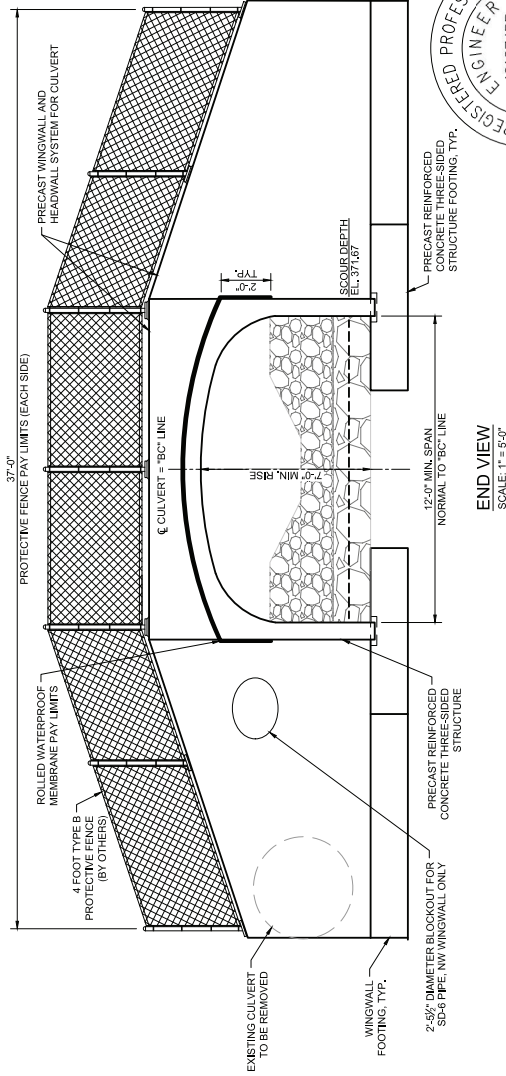
OREGON LAW REQUIRES THE RULES SET FORTH IN OAR 952-200-1-0090, ADOPTED BY THE OREGON UTILITY
NOTIFICATION CENTER, TO BE OBSERVED, COPIES OF THESE RULES MAY BE OBTAINED FROM THE CENTER.

HYDRAULIC DATA				
FLOW EVENT	UNITS	BASE FLOOD	DESIGN FLOOD	MAXIMUM PROBABLE FLOOD
DISCHARGE	CFS	165	165	211
	YEARS	100	100	500
H.W. ELEV. @ UPSTREAM FACE OF BRIDGE	FT	375.72	375.72	380.42
	FT	5.65	5.65	6.35

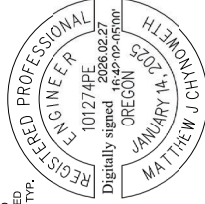


FHWA EMERGENCY VEHICLE LOAD

NOTE: UNITS ARE KIPS AND FEET



END VIEW
SCALE: 1" = 5'-0"

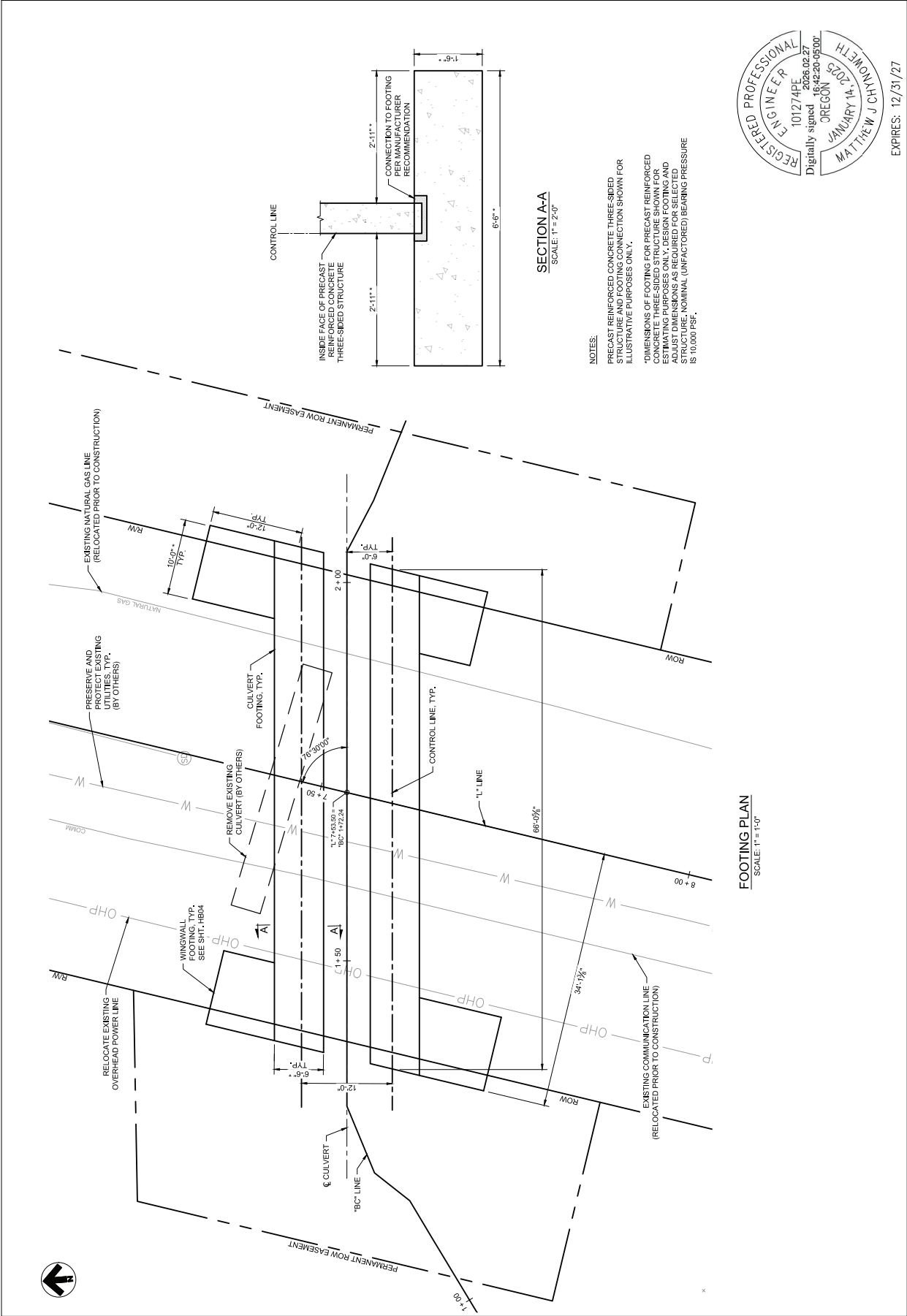


EXPIRES: 12/31/27

DESIGNED BY:	DAN JOHNSON	CHECKED BY:		NO.		SHEET NO.	HB02
DRAFTED BY:		LWM		DATE:			
GPV							
REVISIONS							

CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION	1500 BEAVERCREEK ROAD	OREGON CITY, OR 97045	DIRECTOR
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GENERAL NOTES	BEAR CREEK CULVERT & MOLLATA AVE SHOULDERS PROJECT	PROJECT NO.: CI-300324329	DATE: FEBRUARY 2026
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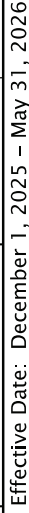


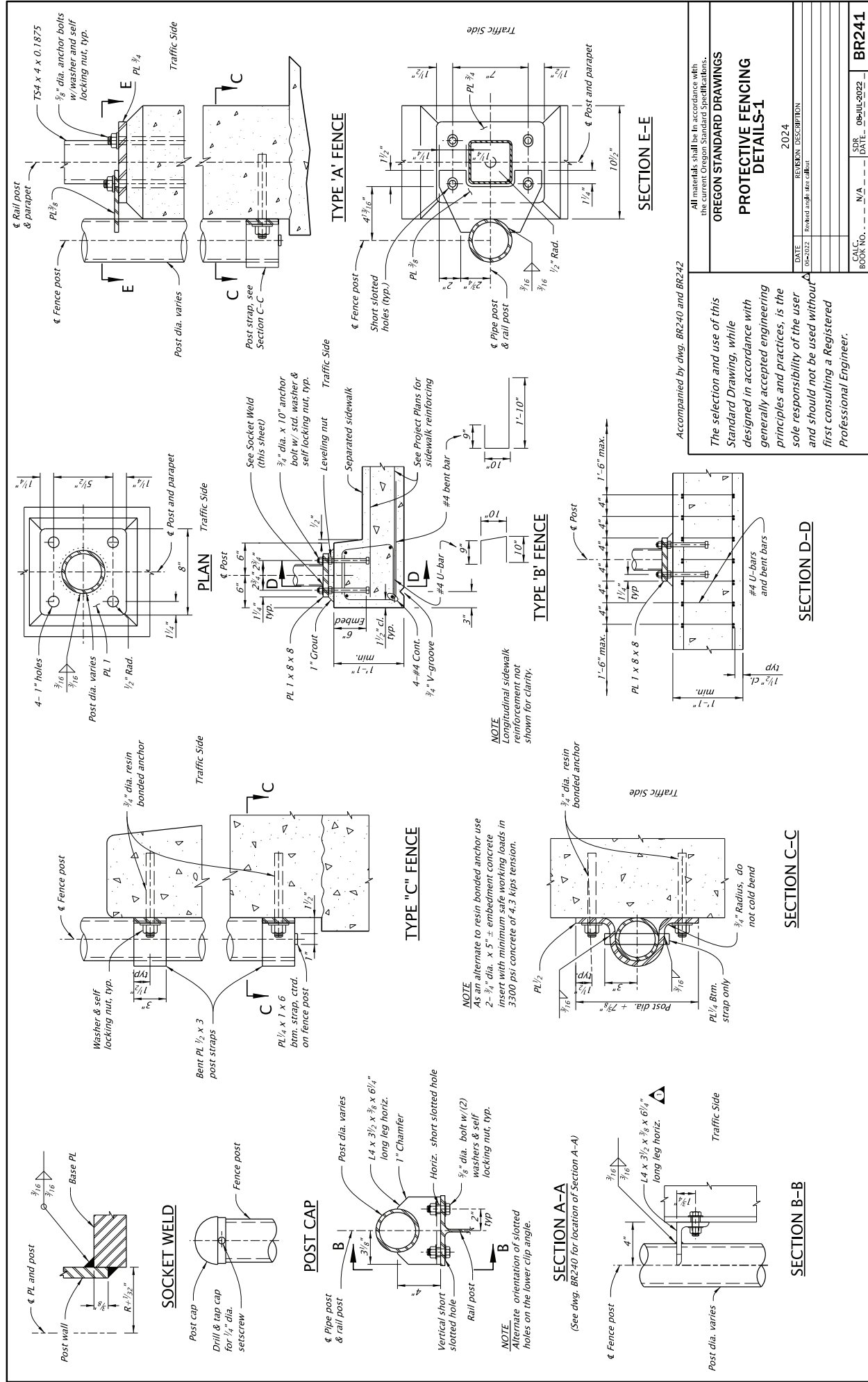
Hot-dip galvanize all steel material after fabrication. Our design allows the chain link fabric to be bulged $1\frac{1}{2}$ " over the top of the posts. This allows the chain link fabric to be placed on either side of the expansion joint. See contract plans for location of fence posts with respect to expansion joints.

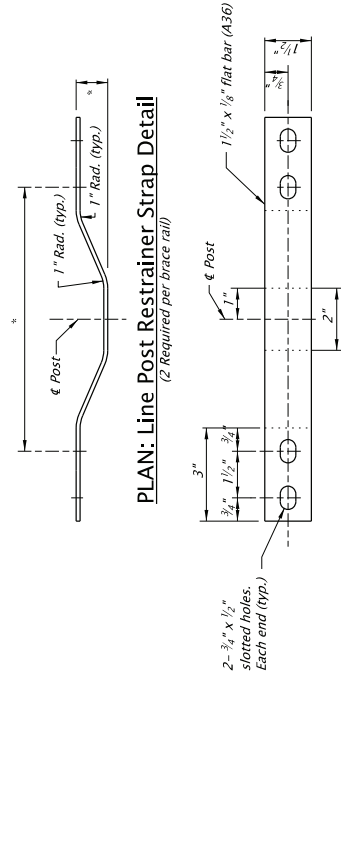
Chain link fabric to be within $\frac{1}{4}$ " of concrete surface where applicable (knuckle selvage at top and bottom of fence).

Provide one stretcher bar at the beginning and end of each run. No more than two fabric splices per run spaced at 50 ft.

Designers may use 1.3 PLE for fence selfweight.

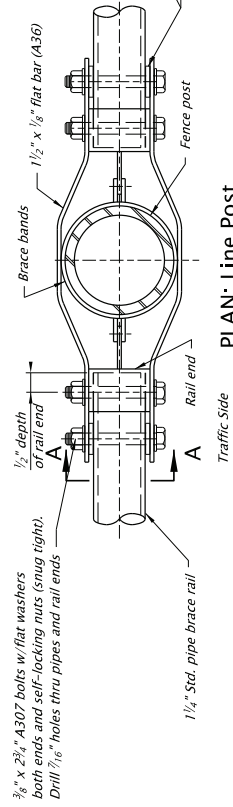




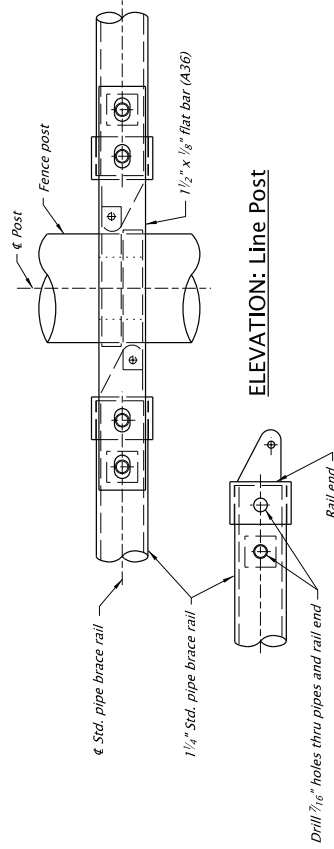


PLAN: Line Post Restrainer Strap Detail
(2 Required per brace rail)

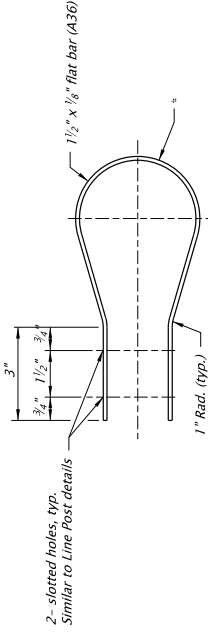
ELEVATION: Line Post Restrainer Strap Detail



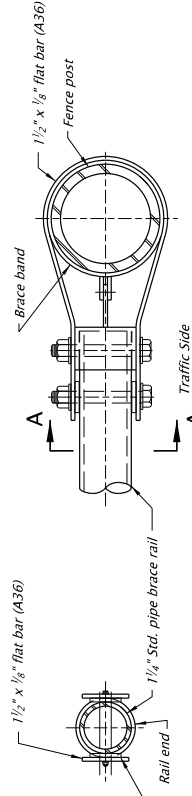
PLAN: Line Post



ELEVATION: Line Post

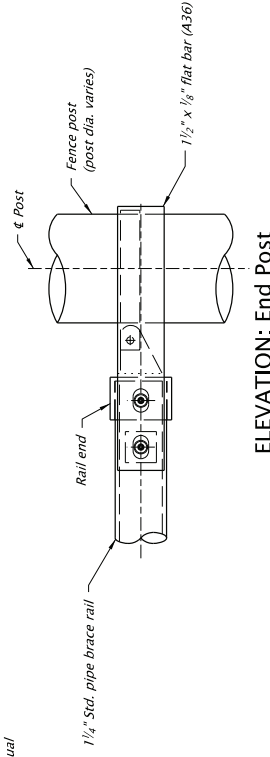


PLAN: End Post Restrainer Strap Detail
(1 Required per brace rail)



PLAN: End Post

SECTION A-A



ELEVATION: End Post

Accompanied by dwags. BR240. BR241

All materials shall be in accordance with the current Oregon Standard Specifications.

OREGON STANDARD DRAWINGS
the current Oregon Standard Specifications.

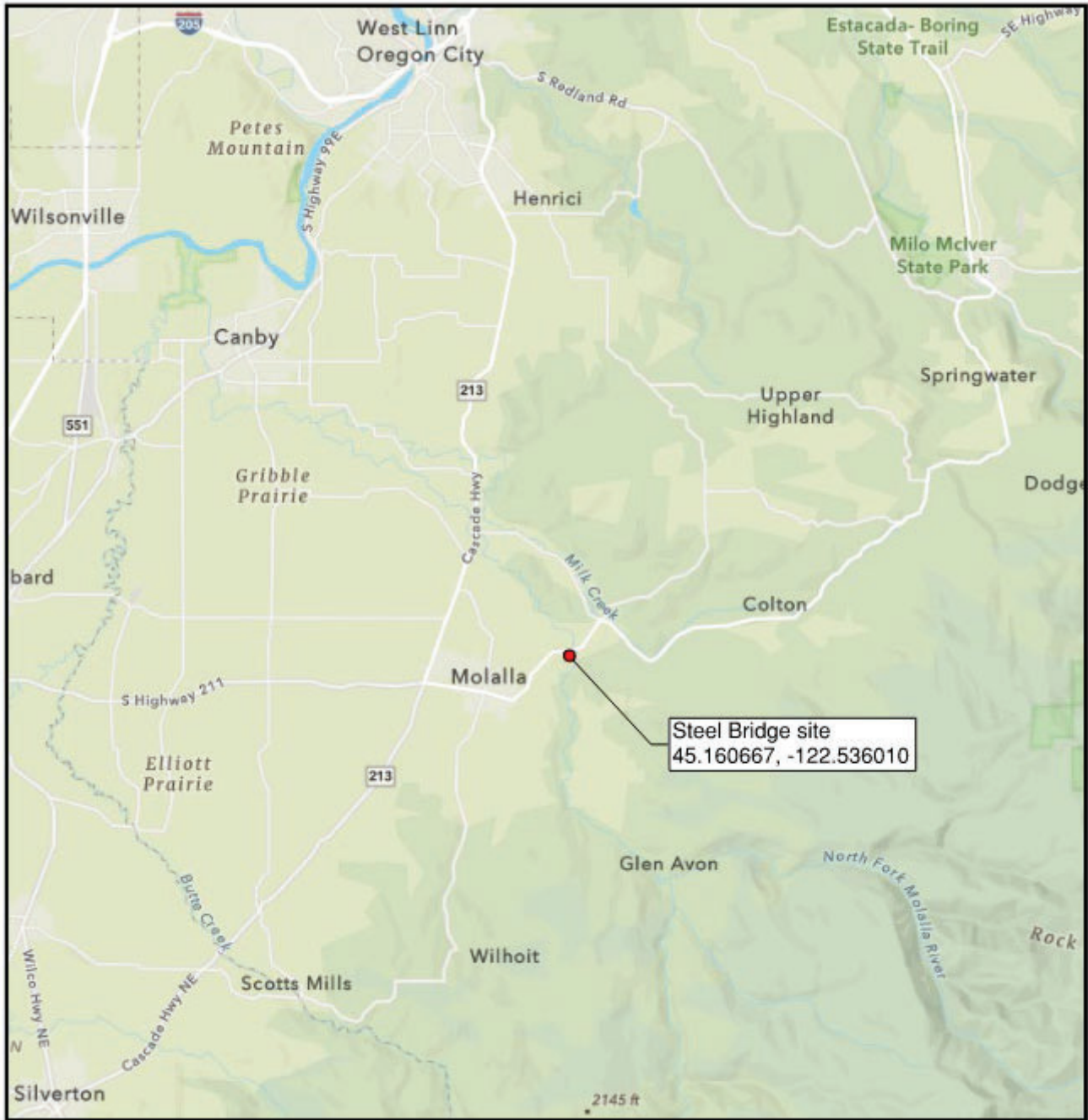
**PROTECTIVE FENCING
DETAILS-2**

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.

NOTE
The slotted holes will allow rotation of the Restrainer Straps to accommodate a roadway grade up to approximately 8%. Beyond 8%, the hole geometry should be checked and adjusted as required.

Z024					
DATE		REVISION DESCRIPTION			
	-				
CALC BOOK NO.	N/A	SDR DATE	20-APR-2018	BR242	

Effective Date:	December 1, 2025 – May 31, 2026
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LEGEND	CULVERT FABRICATION FOR BEAR CREEK CULVERT AND MOLALLA AVENUE SHOULDERS PROJECT	
 Stockpile Location  N	 DELIVERY LOCATION	

EXHIBIT B - CERTIFICATIONS
ITB #2026-26

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

☒ Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: 85559491
☐ Non-Resident Bidder, Resident State: _____

Company Legal Business Name (No DBA/ABN): CONTECH Engineered Solutions LLC

Authorized Signature: Alex Keenan Date: April 29, 2026

Name (Type or Print): Alex Keenan Telephone: (303) 817-4198

Title: Bridge Consultant Email: Alex.Keenan@Conteches.com

Address, City, State, Zip: 12901 SE 97th Ave, #400 Clackamas, OR 97015

Oregon CCB# (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ LLC ☐ Sole Proprietorship ☐ Non-Profit
☐ Minority Owned ☐ Women Owned ☐ Emerging Small Business

Oregon MWESB Certification Number: _____

Self-Identified Minority, Women or Emerging Small Business: ☐ Yes ☐ No

EXHIBIT C REFERENCES

REFERENCE 1

Company: ALSEA Quarries Contact Name: George Foster
Address: 19331 South Fork Rd Phone Number: 541-487-4783
City, State, Zip: Alsea, OR 97324 E-Mail: Alseaquarries@peak.org
Goods or Services Provided: Precast Arch Bridges

REFERENCE 2

Company: Marcum & Sons Contact Name: Matt Scrivner
Address: 5591 NW Zamia Ave Phone Number: 541-699-6735
City, State, Zip: Redmond, OR 97756 E-Mail: marcumandsons@gmail.com
Goods or Services Provided: Precast Arch Bridges

REFERENCE 3

Company: Oregon State Bridge Contact Name: Steven Dark
Address: PO Box 310 Phone Number: 503-767-6722
City, State, Zip: Stayton, OR 97383 E-Mail: sdark@orstbridge.com
Goods or Services Provided: Precast Arch Bridges

EXHIBIT D - BID PRICE FORM
ITB #2026-26

BEAR CREEK BRIDGE AND MOLALLA AVE SHOULDERS PROJECT

CULVERT FABRICATION

BID SCHEDULE

ITEM	SPEC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
BRIDGES						
1	00552	PRECAST WINGWALL AND HEADWALL SYSTEMS FOR CULVERT	LS	1	\$46,690	\$46,690
2	00552	PRECAST REINFORCED CONCRETE THREE-SIDED STRUCTURE FOOTINGS	LS	1	\$134,545	\$134,545
3	00595	PRECAST REINFORCED CONCRETE THREE-SIDED STRUCTURES	FT	64	\$1,163.75	\$74,480.00

PROPOSED COST BID SCHEDULE \$255,715
(Numerically)

PROPOSED COST BID SCHEDULE Two Hundred Fifty Five Thousand, Seven Hundred Fifteen Dollars
(Written in Words)

COMPANY NAME CONTECH Engineered Solutions LLC

AUTHORIZED SIGNATURE Alex Keenan

EXHIBIT B
CONTRACTOR'S QUOTE