

DAN JOHNSON Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Development Services Building 150 Beavercreek Road Oregon City, OR 97045

July 17, 2025

BCC Agenda Date/Item:

Board of County Commissioners Clackamas County

Approval of a Public Improvement Contract with Northstar Electrical Contractors for radar speed feedback signs. Contract Value is \$284,450 for 6 months. Funding is through Community Road Funds. No County General Funds are involved.

Previous Board	None		
Action/Review			
Performance	This project will reduce	roadway crashes, there	eby contributing
Clackamas	to a safe, healthy and secure community. The new safety signing will also contribute to the development of a strong infrastructure.		
Counsel Review	Yes	Procurement	Yes
		Review	
Contact Person	Ioana Cosma	Contact Phone	503-819-9626

EXECUTIVE SUMMARY: Radar speed feedback signs have a measurable impact on vehicle speeds. This Radar Speed Feedback Signs project is expected to result in lower speeds on Beavercreek Rd and S Barlow Rd, which will reduce the frequency and severity of vehicle crashes on these high-crash corridors. The expected crash reduction will contribute to safe, healthy and secure communities. The new safety signing will also contribute to the development of a strong infrastructure.

The project will construct radar speed feedback signs at the following locations:

- S Beavercreek Rd, facing southbound traffic
- S Beavercreek Rd, facing northbound traffic

For Filing Use Only

- S Barlow Rd, facing southbound traffic
- S Barlow Rd, facing northbound traffic

PROCUREMENT PROCESS: This project was advertised in accordance with ORS and LCRB Rules on February 6, 2025. Bids were opened on March 12, 2025. The County received five (5) bids: Northstar Electric Contractors, \$284,450.00; Colton Construction, \$284,802.11; Global Electric Inc., \$317,700.00; Aaken Corporation, \$303,030.00; and Western United Civil Group \$348,130.00. After reviewing the bids, NorthStar Electric Contractors was determined to be the lowest responsive bidder.

RECOMMENDATION: Staff respectfully recommends that the Board approve and sign this public improvement contract with Northstar Electrical Contractors, for the Radar Speed Signs Project.

Respectfully submitted,

Dan Johnson

Dan Johnson Director of Transportation & Development



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

Contract #1247

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

All capitalized terms in this Contract shall have the meanings identified in the Clackamas County General Conditions for Public Improvement Contracts (11/21/2024) ("General Conditions") referenced within the Instructions to Bidders.

Project Name: BID#2025-07 Speed Feedback Signs Project

1. Contract Price, Contract Documents and Work.

The Contractor hereby agrees to perform all the work described in, and reasonably inferred from, the Contract Documents, as further defined below ("Work"). In consideration of the Contractor performing the Work in accordance with the terms of the Contract, the Owner agrees to pay the Contractor an amount not to exceed **Two Hundred Eighty-Four Thousand Four Hundred Fifty Dollars (\$284,450.00)** (the "Contract Price"). Payment will be made in accordance with the terms and conditions provided in the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

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

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- 2. Representatives.

- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form

Contractor has named <u>Jesse Culp</u> as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates <u>Ioana Cosma</u> as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

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

3. Key Persons.

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

a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: <u>Jesse Culp</u> shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: <u>Marilyn Achterman</u> shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: <u>Dave Elhard</u> shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: <u>Adam Suminski</u> shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

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

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed SUBSTANTIAL COMPLETION DATE: December 15, 2025 FINAL COMPLETION DATE: December 31, 2025

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to the County Contract Analyst.

7. Tax Compliance.

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

8. Confidential Information.

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

9. Counterparts.

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

10. Integration.

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

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

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

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

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

Signature Page Follows

Contractor DATA: NorthStar Electrical Contractors Inc. 11055 SW Clay Street Sherwood, Oregon 97140

Contractor CCB # 90454 Expiration Date: 4/24/2027 Oregon Business Registry # 341312-84 Entity Type: DBC

State of Formation: Oregon

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

NorthStar Electrical Contractors Inc.

Clackamas County

<u>5 30 8 S</u> Date

Authorized Signature

JESSENCULP, President Name / Title Printed

Chair

Date

Recording Secretary

County Counsel

APPROVED AS TO FORM

6/2/2025 Date

Clackamas County Contract Form B-6 (2/2025)



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

Table of Contents

Section B-1	Notice of Public Improvement Contract Opportunity
Section B-2	.Instructions to Bidders
Section B-3	.Supplemental Instructions to Bidders
Section B-4	Bid Bond
Section B-5	Bid Form
Section B-6	Public Improvement Contract
Section B-7	Performance Bond
Section B-8	Payment Bond
Section B-9	Project Information, Plans, Specifications and Drawings



CLACKAMAS COUNTY NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2025-07 Speed Feedback Signs Project February 6, 2025

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Speed Feedback Signs Project** until **March 12, 2025, 2:00 PM,** Pacific Time, ("Bid Closing") at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address: <u>https://oregonbuys.gov/bso/view/login/login.xhtml</u>, Document No.S-C01010-00012750.

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

Submitting Proposals: Bid Locker

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

- A. Completed proposal documents must arrive electronically via Bid Locker located at <u>https://bidlocker.us/a/clackamascounty/BidLocker</u>.
- 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 <u>https://www.clackamas.us/how-to-bid-on-county-projects</u>.

Engineers Estimate: \$317,400.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at Twhitley@clackamas.us

Bids will be opened and publicly read aloud on Zoom after the Bid Closing. Bid results will also be posted to the OregonBuys listing shortly after the opening.

Prevailing Wage

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

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 5, 2025, which can be downloaded at the following web address: which can be downloaded at the following web address: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

The Work will take place in Clackamas County, Oregon.

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



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

INSTRUCTIONS TO BIDDERS

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

Article 1. Scope of Work

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

Article 2. Examination of Site and Conditions

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

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

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

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

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

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

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

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

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

Article 4. Security to Be Furnished by Each Bidder

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

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

Article 5. Execution of Bid Bond

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

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

Article 6. Execution of the Bid Form

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

The Bid Form relates to Bids on a specific Project

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

Article 7. Prohibition of Alterations to Bid

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

Article 8. Submission of Bid

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

Article 9. Bid Closing and Opening of Bids

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

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

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

Article 10. Acceptance or Rejection of Bids by Owner

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

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

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

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

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

Article 11. Withdrawal of Bid

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

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

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

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

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

Article 13. Recyclable Products

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

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

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

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

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

Article 15. Protest of Intent to Award

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the OregonBuys Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any award protest must be in writing and must be delivered by email, hand delivery, or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

Article 16. Disclosure of First-Tier Subcontractors

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

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



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: # 2025-07 Speed Feedback Signs Project

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

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

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

ZOOM LINKS. Join Zoom Meeting https://clackamascounty.zoom.us/j/84520708189

Meeting ID: 845 2070 8189

One tap mobile +17193594580,,84520708189# US +12532050468,,84520708189# US

Dial by your location • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 346 248 7799 US (Houston) • +1 408 638 0968 US (San Jose) • +1 669 444 9171 US • +1 669 900 6833 US (San Jose) • +1 507 473 4847 US • +1 564 217 2000 US • +1 646 876 9923 US (New York) • +1 646 931 3860 US • +1 689 278 1000 US • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US

+1 312 626 6799 US (Chicago)
+1 360 209 5623 US
+1 386 347 5053 US

Meeting ID: 845 2070 8189

Find your local number: https://clackamascounty.zoom.us/u/ki0UNQkG5

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

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

Bidders must perform Good Faith Effort (defined below) and submit Form 1 and Form 2 for the Bidders Bid to be considered responsive. Form 1 and Form 2 must be submitted within two (2) hours after the Closing Date and Time. Form 1 and Form 2 may be submitted to either the Contact Information Analyst listed on Notice of Contract Opportunity or via the https://bidlocker.us/a/clackamascounty/BidLocker listing. "Good Faith Effort" is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

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

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

Prime Contractor Name: NorthStar Electrical Contractors, Inc

Total Contract Amount: 284,450.00

Project Name: # Speed Feedback Signs Project

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work	k (DOW) to be self-performed. Good Faith Efforts are otherwise required.
DOW BIDDER WILL SELF-F	PERFORM (GFE not required)
Everything but Flagging	

PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Delivery via bid locker https://bidlocker.us/a/clackamascounty/BidLocker within 2 hours of the BID/Quote Closing Date/Time. Τ ٦ Τ

LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	DOLLAR AMOUNT OF SUBCONTRACT	se MBI Su	Certified c If-reportin E/WBE/E bcontract ck box	ig SB
			MBE	WBE	ESB
NameHigh Quality Traffic Control, LLAddress15400 Libby Ln SECity/St/ZipJefferson, OR 97352Phone#503-949-8656OCCB#233615	C Flagging	11,280			
Name					
Address					
City/St/Zip					
Phone#					
OCCB#					
Name					
Address					
City/St/Zip					
Phone# OCCB#					
Name Address					
Address City/St/Zip					_
Phone#					
OCCB#					

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

Prime Contractor: NorthStar Electrical Contractors, Inc Project: # Speed Feedback Signs Project

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

NAME OF M/W/ESB	Divisions of Work	Date Sollicitation	РНО	NE CONTACT	BID ACTIVITY Check Yes or No					
SUBCONTRACTOR	(Painting, electrical, landscaping, etc.)	Letter / Fax Sent	Date of Call	Person Receiving Call	Will Bid	Bid Received Bid Used		Bid Amount	Reason Not Used (Price, Scope or Other, If Other, explain in Notes>>)	Notes
A&D Flagging, LLC	Flagging	3/5/25			Yes	Yes	Yes	11,520	Price	Sent quote without phone call
D and H Flagging	Flagging	3/5/25			Yes	Yes	Ves	13,211.20	Price	Sent quote without phone call
High Quality Traffic Control, LLC	Flagging	3/5/25			Yes	Yes	Yes	11,280		Sent quote without phone call
					Ves	Ves	Yes			
					Ves No	Yes No	Ves			
					Yes No	Yes No	Yes			
					Yes No	Ves No	Ves			

Clackamas County GFE (2/2023)

Page 3 of 4



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2025-07 Speed Feedback Signs Project

We, <u>NORTHSTAR ELECTRICAL CONTRACTORS, INC.</u>, as "Principal," (Name of Principal)

and <u>MERCHANTS NATIONAL BONDING, INC.</u>, an <u>IOWA</u> Corporation, (Name of Surety)

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

NOT TO EXCEED TEN PERCENT OF AMOUNT BID**

_ dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2025-07) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this <u>10</u> day of <u>MARCH</u>, 20<u>25</u>.

Principal: NORTHSTAR ELECTRICAL CONTRACTORS, INC.	Surety: MERCHANTS N	ATIONAL BONDIN	G, INC.	
By: W. W. Signature President Official Capacity	By: Attorney-In-Fact, F	ROBIN BAIRD		.)
Attest:	6700 WESTOWN PARK	WAY	* · 1	
Corporation Secretary		Address		
	WEST DES MOINES	IA	50266	
	City	State	Zip	
	541-741-0550	541	-741-1674	
	Phone	Fax		



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

Keith M Yam; Ken Price; Kyle Hudson; Michelle Bench; Robin Baird; William Kaufmann

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

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

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

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

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of Julv , 2024



STATE OF IOWA COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





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

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

day of March 2025 In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this IO



Secretary



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2025-07 Speed Feedback Signs Project BID CLOSING: March 12, 2025, 2:00 PM, Pacific Time BID OPENING: March 12, 2025, 2:05 PM, Pacific Time

FROM:	NorthStar Electrical Contractors, Inc.	
	Bidder's Name (must be full legal name, not ABN/DBA)	
TO:	https://bidlocker.us/a/clackamascounty/BidLocker	
1.	Bidder is (check one of the following and insert information requested):	
	a. An individual; or	
	b. A partnership registered under the laws of the State of	_; or
	C. A corporation organized under the laws of the State of <u>Oregon</u>	_; or
	d. A limited liability corporation organized under the laws of the State of	

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

Two Hundred, Eighty-Four Thousand, Four Hundred, Fifty Dollars, and 00/100 $_{
m Dollars}$ (\$ 284,450.00

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

•	Notice	of Public	Improvement	Contract	Opportunity

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

• ADDENDA numbered _____ through _____, inclusive *(fill in blanks)*

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

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

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Radar Speed Feedback Signs S Beavercreek Rd and S Barlow Rd Project.**

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

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

Merchants National Bonding, Inc.

(name of surety company - not insurance agency)

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

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

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

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

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

11. Contractor's CCB registration number is <u>90454</u>. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

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

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is <u>SAIF</u>, Policy No. <u>793309</u>, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive:	Jesse Culp	•	Cell Phone:	503-969-9219	,
Project Manager:	Marilyn Achterman	,	Cell Phone:	503-969-9222	
Job Superintendent:	Dave Elhard	,	Cell Phone:	503-969-3471	,
Project Engineer:	Adam Suminski	,	Cell Phone:	503-519-1021	·

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

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

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

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

NAME OF FIRM		NorthStar Electrical Contractors, Inc.
ADDRESS		11055 SW Clay Street
		Sherwood, OR 97140
TELEPHON	E NO	503-612-0840
EMAIL	jesse	.culp@northstarelect.com
SIGNATURI	E 1)	Sole Individual
or	2)	Partner
or	3)	Authorized Officer or Employee of Corporation

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

Speed Feedback Assemblies

Engineering Cost Estimate Clackamas County

I

	ІТЕМ	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
	MOBILIZATION AND TRAFFIC CONTROL (00200)				
1	MOBILIZATION (00210)	LS	ALL	17,500.00	17,500.00
2	TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE (00221)	LS	ALL	32,000.00	32,000.00
3	EROSION CONTROL (00280)	LS	ALL	3.000.00	3.000.00
	MOBILIZATION AND TRAFFIC CONTROL SUBTOTAL				
	PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS (00900)				
4	REMOVE EXISTING SIGNS (00905)	LS	ALL	600.00	600.00
5	SIGNS, STANDARD SHEETING, SHEET ALUMINUM (00940)	SQFT	30	45.00	1,350.00
6	SPEED FEEDBACK ASSEMBLY INSTALLATION, S BEAVERCREEK RD, NORTH SITE (00991)	LS	1	52,000.00	52,000.00
7	SPEED FEEDBACK ASSEMBLY INSTALLATION, S BEAVERCREEK RD, SOUTH SITE (00991)	LS	1	50,000.00	50.000.00
8	SPEED FEEDBACK ASSEMBLY INSTALLATION, S BARLOW RD, NORTH SITE (00991)	LS	1	53,000.00	53,000.00
9	SPEED FEEDBACK ASSEMBLY INSTALLATION, S BARLOW RD, SOUTH SITE (00991)	LS	1	55,000.00	55,000.00
10	EXTRA WORK AS AUTHORIZED (\$20,000)	LS	ALL	20,000.00	20,000.00
	PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS TOTAL				

Proposed Cost Bid Schedule (numerical) 284,450.00

Proposed Cost Bid Schedule (written in words)______Two Hundred, Eighty-Four Thousand, Four Hundred, Fifty Dollars, and 00/100

company Name NorthStar Electrical Contractors, Inc.

N. hilo _____ Authorized Signature_

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM PROJECT: #2025-07

BID OPENING: March 12, 2025, 2:00 PM, Pacific Time

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

INSTRUCTIONS:

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

- A. Completed proposal documents must arrive electronically via Bid Locker located at <u>https://bidlocker.us/a/clackamascounty/BidLocker</u>.
- 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 <u>https://www.clackamas.us/how-to-bid-on-county-projects</u>.

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

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

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

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

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

Firm Name: NorthStar Electrical Contractors, Inc.

_____Phone #___503-612-0840 N. W Bidder Signature:



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 101464557 Solicitation: #2025-07 Project Name: Speed Feedback Signs Project

MERCHANTS NATIONAL BONDING, INC. (Surety #1) (Surety #2)* * If using multiple sureties

Bond Amount No. 1: Bond Amount No. 2:* Total Penal Sum of Bond:

\$	284,450.00	
\$_		
\$_	284,450.00	

We, NORTHSTAR ELECTRICAL CONTRACTORS, INC. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) <u>TWO HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED FIFTY NO/100⁻⁻⁻(\$284,450.00)</u> (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

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

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

Dated this <u>four land</u> day of <u>May</u>, 20<u>25</u>.

PRINCIPAL: NORTHSTAR ELECTRICAL CONTRACTORS, INC.

SURETY: <u>MERCHANTS NATIONAL BONDING, INC.</u> [Add signatures for each if using multiple bonds]

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

ROBIN BAIRD		y		
hobin Dai	Name			
	Signature			
6700 WESTOWN PARKWAY				
	Address			
WEST DES MOINES	IA	50266		
City	State	Zip		
541-741-0550	541-741-1674			
Phone	Fax			



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: <u>101464557</u> Solicitation: #2025-07 Project Name: Speed Feedback Signs Project

MERCHANTS NATIONAL BONDING, INC. (Surety #1) (Surety #2)* * If using multiple sureties

Bond Amount No. 1: Bond Amount No. 2:* Total Penal Sum of Bond: \$ <u>284,450.00</u> \$ ______ \$ <u>284,450.00</u>

We, <u>NORTHSTAR ELECTRICAL CONTRACTORS, INC.</u>, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) TWO HUNDRED EXERTY FOUR THOUSAND FOUR HUNDRED FIFTY NOTOR THE HUNDRED FIFTY NOTOR THOUSAND FOUR HUNDRED FIFTY NOTO

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

payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

Clackamas County Contract Form B-8 (6/2019)

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

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

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

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

Dated this far tearth day of May

By: <u>*N.*</u> <u>*President*</u> Attest: <u>*N.*</u> <u>Corporation Secretary</u>

PRINCIPAL: NORTHSTAR ELECTRICAL CONTRACTORS, INC.

SURETY: <u>MERCHANTS NATIONAL BONDING, INC.</u> [Add signatures for each if using multiple bonds]

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

 ROBIN BAIRD

 Name

 Signature

 6700 WESTOWN PARKWAY

 Address

 WEST DES MOINES
 IA
 50266

 City
 State
 Zip

 541-741-0550
 541-741-1674

 Phone
 Fax



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

Keith M Yam; Ken Price; Kyle Hudson; Michelle Bench; Robin Baird; William Kaufmann

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

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

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

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

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July 2024



STATE OF IOWA COUNTY OF DALLAS ss.

On this 29th day of July 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





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

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

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

9092



talesin

Secretary



PROJECT: #2025-07 Speed Feedback Signs Project

Project Background:

Department of Transportation and Development is requesting contractor will install four radar speed feedback signs at the following locations, and as detailed on the project plans:

- S Beavercreek Rd, Mile Point 11.84, facing southbound traffic
- S Beavercreek Rd, Mile Point 11.42, facing westbound traffic
- S Barlow Rd, Mile Point 0.04, facing northbound traffic
- S Barlow Rd, Mile Point 0.29, facing southbound traffic

Engineers Estimate: \$317,400.00

Key Dates:

All Basic Bid Work may begin as soon as the Notice to Proceed ("NTP") is issued Substantial Completion: December 15, 2025 Final Completion: December 31, 2025

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

SPECIAL PROVISIONS FOR RADAR SPEED FEEDBACK SIGNS S BEAVERCREEK RD AND S BARLOW RD PROJECT dated 2024 (35 pages)

CLACKAMAS RIVER (S SPRINGWATER RD) BRIDGE APPROACH CONSTRUCTION –WORK SITE 1 (SCHEDULE 'A') Drawing Set, Sheets No. CS; ITS-1 to ITS-6 (7 pages)

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

FOR

Intelligent Transportation Systems Speed Feedback Signs S Beavercreek Rd, S Barlow Rd Clackamas County

PROFESSIONAL OF RECORD CERTIFICATION:



FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

TABLE OF CONTENTS FOR SPECIAL PROVISIONS

Section 00110 - Organization, Conventions, Abbreviations and Definitions	1
SECTION 00210 - MOBILIZATION	
SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC	
SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC	
CONTROL	
SECTION 00222 - TEMPORARY TRAFFIC CONTROL SIGNS	
SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES	
SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES	
SECTION 00280 - EROSION AND SEDIMENT CONTROL	
SECTION 00320 - CLEARING AND GRUBBING	
SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS	31
SECTION 00940 - SIGNS	31
SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS	31
SECTION 00991 – UNINTEGRATED SPEED FEEDBACK ASSEMBLY	

PLANS BID SCHEDULE

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 <u>https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8c69ee7334685</u>
- 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, 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 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.

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

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

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

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

See Instructions to Bidders.

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

See Instructions to Bidders.

00120.45 Submittal of Bids - Delete and replace with:
See Instructions to Bidders.

- **00120.50** Submitting Bids for More than One Contract Delete this subsection.
- 00120.60 Revision or Withdrawal of Bids Delete and replace with the following:

See Instructions to Bidders.

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

See Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

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.

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.

Section 00150 – Control of Work

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

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

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

00150.05 Cooperative Arrangements – Delete this section.

00150.10 Coordination of Contract Documents

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

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

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

Notes on a drawing shall take precedence over drawing details.

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

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

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

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

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

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

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

Add the following subsection:

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

Utility	Contact Person's Name, Address, Email, and Phone Number
PGE	Jeremy Rasmussen, jeremy.rasmussen@pgn.com, 971-419-1742
PGE	Jacob Dietz, jacob.dietz@pgn.com, 503-510-4993

Other utilities are present in the area and are not expected to be affected by the work. The contractor shall determine and contact other utility companies, if necessary.

00150.70 Detrimental Operations – Add the following:

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

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.

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.

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	y \$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 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

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

Clackamas County Public Improvement Contract. Extend indemnity and hold harmless to the Agency and the following:

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

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

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.

00180.41 Project Work Schedules – Add the following:

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

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:

The Contractor shall complete all Work to be done under the Contract before the elapse of 200 Calendar Days, or not later than December 31st, 2025, whichever occurs first.

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

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person

and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

00180.88 Workplace Harassment Prevention Plan – Submit a workplace harassment prevention plan for review 10 days before the preconstruction conference. The plan shall ensure all workers are guaranteed a safe and respectful work environment regardless of their identity or status. The plan applies to, but is not limited to, a worker's race, gender, creed, or any protected characteristic under state or federal law. At a minimum, the plan shall include:

- A Statement that the Contractor shall provide a safe and respectful workplace on the jobsite for all workers, subcontractors, suppliers, and other persons performing work.
- A description of how the plan will be implemented and monitored during the project duration.
- A list of the in-person trainings that will be conducted for workers of all ranks working on the project to support, promote, and grow a positive jobsite culture.
- A list of meaningful policies including procedures for aggrieved workers in need of recourse.
- How incidents involving bullying or harassment will be investigated and resolved in a prompt, thorough, and impartial manner.

Contractor shall post on the jobsite and make available copies of policies about hate, intimidation, or harassment including how to report incidents and how to receive support. Materials will be provided in all languages necessary to be inclusive of the workforce.

00180.89 Measurement – No measurement of quantities will be made for workplace harassment prevention plan.

00180.95 Payment – Payment for workplace harassment prevention plan will be for developing and implementing the plan during construction of the project, in-person training, developing meaningful policies, and investigating incidents.

Section 00190 - Measurement of Pay Quantities

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

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.

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.

00195.20(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.

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;
- a Surety bond is not commercially available;
- the Subcontractor refuses to pay to the Contractor the Subcontractor's portion of the Surety bond premium; or
- the Subcontractor refuses to provide the Contractor with a Surety bond that meets the requirements of ORS 279C.560(1)(b).

Speed Feedback Signs: S Beavercreek Rd, S Barlow Rd

Notwithstanding 00195.50(d), within 30 Days of receiving a Surety bond from Contractor at a Subcontractor's or Supplier's request, Agency will release to the Contractor the amount held as retainage that is equivalent to the amount the Contractor submitted as a Surety bond. Contractor shall, within 30 Days after receiving a Surety bond from a Subcontractor or Supplier, release to the Subcontractor or Supplier the amount the Contractor holds as retainage that is equivalent to the amount of the Surety bond submitted, in accordance with ORS 279C.560(8).

00195.50(c)(3) Bonds, Securities, and Other Instruments - Replace this subsection, except for the subsection number and title, with the following:

Contractor may deposit bonds, securities or other instruments with the Agency or in a bank or other financial institution, to be held by Agency instead of cash retainage for the benefit of the Agency, which the Agency will accept unless the Agency first finds in writing good cause for rejection based on unique project circumstances, in accordance with ORS 279C.560(1)(c).

If the Contractor deposits bonds, securities or other instruments, and Agency does not reject the bonds, securities or other instruments as permitted by ORS 279C.560(1)(c), the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be of a character approved by the Director of the Oregon Department of Administrative Services, including, but not limited to:

- · Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

00195.50(f) Prompt Payment Policy - Replace this subsection, except for the subsection number and title, with the following:

Payments shall be made promptly according to ORS 279C.560, ORS 279C.570, ORS 279C.580 and other applicable legal requirements.

Section 00196 – Payment for Extra Work

Comply with Section 00196 of the Standard Specifications

Speed Feedback Signs: S Beavercreek Rd, S Barlow Rd

Section 00197 – Payment for Force Account Work

Comply with Section 00197 of the Standard Specifications.

Section 00199 - Disagreements, Protests and Claims

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall comply with 00170.00.

00199.50 Mediation - Delete the entire section.

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

END OF SECTION

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

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

• Protect pedestrians in pole base excavation areas by placing approved covers over all pole base excavations. Place a minimum of two B(II)LR barricades adjacent to and on either side of the excavated area, facing pedestrian traffic, or place covers and barricades as directed.

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

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

00221.06 Traffic Control Plan - Replace this subsection with the following subsection:

00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs –

(a) Traffic Control Plan - Submit one of the following, 5 Calendar Days before the preconstruction conference:

(1) Agency Traffic Control Plan - If the Contractor intends to use the Agency TCP without modification, a written notification indicating that the Agency TCP will be used without modification.

(2) Contractor-Modified Traffic Control Plan - The Contractor may request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor. Do not use a modified TCP, or a TCP developed by the Contractor, unless approved by the Engineer. Use the Agency TCP unless a modified TCP, or a TCP developed by the Contractor is accepted.

The Engineer is not obligated to consider any modified Agency TCP or a TCP developed by the Contractor. The Agency will not be liable to the Contractor for failure to accept or act upon any request for a modified Agency TCP or a TCP developed by the Contractor.

To conserve time and funds, the Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time impacts. The Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

If requesting a Contractor-modified Agency TCP, or a TCP developed by the Contractor, at a minimum the request shall meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP). Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- A TPAR plan that includes:
 - Details and features used to provide pedestrian accessibility.
 - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
 - Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

If the Contractor's request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor is approved in whole or in part, acceptance will be made by a Change Order.

The Engineer will establish prices that represent a fair measure of the value of Work to be added, changed, or deleted as a result of any accepted modifications to the Agency TCP or an accepted TCP developed by the Contractor.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for Agency review following the procedure described above. The Engineer is not obligated to consider additional modifications to a previously approved TCP.

(b) Tourist-Oriented Directional and Business Logo Signs - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) **No Signs** - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) **Signs** - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.90(b) Temporary Protection and Direction of Traffic – Replace the bullet that begins "Providing, Surfacing, maintain..." with the following bullet:

• Providing, surfacing, maintaining, removing, and restoring the TPAR.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

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

- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on S Beavercreek Road and S Barlow Road Highway, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on concrete barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of (A ÷ 2) according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.

SECTION 00223 - WORK ZONE TRAFFIC CONTROL LABOR AND VEHICLES

Comply with Section 00223 of the Standard Specifications.

SECTION 00224 - TEMPORARY TRAFFIC CHANNELIZING DEVICES

Comply with Section 00224 of the Standard Specifications.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

00280.00 Scope - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

Speed Feedback Signs: S Beavercreek Rd, S Barlow Rd

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit if applicable.

Delete the paragraph that begins "When contaminants, pollutants or hazardous materials...".

Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA permit is not applicable to this Project. Comply with all applicable conditions of this Section.

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullet that begins "Information required under 1200-CA..." with the following bullet:

• Information required under 1200-CA permit, if applicable.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock Material with a diameter of _____ inches.

00280.16(k) Active Treatment System – Add the following sentence to the end of this subsection:

Obtain approval of the active treatment system from DEQ prior to use.

00280.30 Erosion and Sediment Control Manager -

Add the following bullet to the beginning of the bullet list under "The ESCM duties include:"

• Be present at the Project Site during all ground disturbing activities.

Replace the bullet that begins "Monitor rainfall, snow melt and runoff ..." with the following bullet:

• Visually monitor rainfall, snow melt and runoff at the Project Site.

Replace the bullet that begins "Monitor water quality in receiving streams in ..." with the following bullet:

• Visually monitor water quality in receiving streams in the vicinity of the Project Site.

Replace the bullet that begins "Monitor water in sediment traps receiving ..." with the following bullet:

• Monitor the pH of the water in sediment traps receiving runoff from soils amended with cementitious material for acidity or alkalinity.

00280.41(f) Hauling Material – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in water tight beds or drain saturated loads prior to leaving the Project Site.

00280.41(g) Underground Injection Controls (UIC) – Replace this subsection, except for the subsection number and title, with the following:

Do not allow storm water from work area to enter Underground Injection Control (UIC) inlets, UIC catch basins or UIC wells.

00280.62 Inspecting and Monitoring – Delete the paragraph that begins "Inspect the Project Site...".

00280.62(a) Inspection - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency as follows:

00280.64(a) Corrective Action Timelines – Delete the bullet that begins "If completion of corrective action is not feasible..."

Delete the bullet that begins "Provide a schedule for clean-up and corrective actions..."

Delete the bullet that begins "Provide all corrective action documentation and photographs..."

SECTION 00320 - CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(c) Tree and Vegetation Trimming - Replace the bullet that begins "Trim branches obstructing sight..." with the following bullet:

• Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs, signals, illumination, and other TCD.

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.47 Sign Erecting - Add the following paragraph to the end of this subsection:

Trim and remove branches, vegetation, or other materials obstructing the visibility of signs by Public Traffic, as directed.

00940.90 Payment - Add the following paragraph(s) to the end of this subsection:

Trimming and removal of branches, vegetation, or other materials will be paid for according to 00320.90.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Comply with Section 00960 of the Standard Specifications modified as follows:

00960.30 Licensed Electricians – Replace this subsection, except for the subsection number and title, with the following:

According to the Oregon Administrative Rule 918-282-0120(1), no person or Entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282-0140 or 918-282-0170.

00960.46 Service Cabinet and Electrical Energy -

Add the following to the end of the paragraph that begins "Install service cabinet and associated equipment..."

Field testing for Intelligent Transportation Systems (ITS) does not require prior electrical hook-up.

Add the following to the end of the subsection:

Table 00960-1 contains Utility contact information to arrange for the Utility to make electrical hookups:

Table 00960-1

Location	Utility	Utility Contact Person's Name, Email and Phone Number	Utility Job Number
Beavercreek Rd (Pole 1)	PGE	Jeremy Rasmussen, jeremy.rasmussen@pgn.com, 541-965-1887	M#3443986
Beavercreek Rd (Pole 2)	PGE	Jeremy Rasmussen, jeremy.rasmussen@pgn.com, 541-965-1887	M#3459743
S Barlow Rd (Pole 3)	PGE	Jacob Dietz, jacob.dietz@pgn.com, 503-510-4993	M#3443806
S Barlow Rd (Pole 4)	PGE	Jacob Dietz, jacob.dietz@pgn.com, 503-510-4993	M#3443806

Furnish and install a meter base approved by the serving Utility (with cover by the Utility), where shown.

SECTION 00991 – UNINTEGRATED SPEED FEEDBACK ASSEMBLY

Section 00991, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00991.00 Scope - This Work consists of installing an Unintegrated speed feedback assembly as shown. Refer to Section 00990 for integrated speed feedback assemblies.

00991.01 Definitions -

Unintegrated - A stand-alone electrical device that is not integrated with any other electrical devices on the same support.

Materials

00991.10 Materials - Furnish Materials meeting the following requirements:

Commercial Grade Concrete	00440
Pedestrian pedestal	00960.02
Speed feedback sign	00960.02
Signs	00940

Construction

00991.40 General - Install pedestrian pedestal foundation according to Section 00960.

Furnish and install Unintegrated speed feedback assembly, including the electronic speed feedback sign, as shown.

Furnish and install the static sign according to the applicable portions of Section 00940.

Measurement

00991.80 Measurement - The quantities of Unintegrated speed feedback assembly will be measured on the unit basis.

Signs installed on the assembly that are shown on the sign and post data table will be measured according to 00930.80 and 00940.80.

Payment

00991.90 Payment - The accepted quantities of Work done under this Section will be paid for at the Contract unit price, per each, for the item "Unintegrated Speed Feedback Assembly".

Payment will be payment in full for furnishing and placing all Materials, including sign, support, service cabinet, underground electrical infrastructure, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT PLANS FOR PROPOSED PROJECT INTELLIGENT TRANSPORTATION SYSTEMS SPEED FEEDBACK SIGNS S BEAVERCREEK RD, S BARLOW RD CLACKAMAS COUNTY, OREGON

INDEX OF SHEETS			
Sheet No.	Description		
ITS-1	Legend		
ITS-2	Pole 1 - S Beavercreek Rd Plan		
ITS-3	Pole 2 - S Beavercreek Rd Plan		
ITS-4	Pole 3 - S Barlow Rd Plan		
ITS-5	Pole 4 - S Barlow Rd Plan		
ITS-6	Speed Feedback Assembly Details		



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Stal Plot.

			COVER SHEET	SDEED FEEDACK SIGNS		S BEAVERCREEK RD, S BARLOW RD		DATE: OCT. 2024 PROJECT NO.: 29347
			CLACKAMAS COUNTY	DEPT. OF TRANSPORTATION AND DEVELOPMENT			PROJECT MANAGER	
pad				Ç	CLACKAMAS	COUNTY	IOANA COSMA	
			DESIGNED BY:	W. SCARBROUGH	DRAFTED BY:	D. AMURAO	CHECKED BY:	W. SCARBROUGH
pad			REVISIONS					
	851 SW 6TH AVE PORTLAND, OR S P 503.228.5230	ELSON OCIATES NUE, SUITE 600 17204 F 503.273.8169	Shee (o. OS		07	

LEGEND

GENERAL NOTES

- 1. Location of pole foundations, signs, conduits, and junction boxes as shown on the plans are approximate. Actual locations shall be staked in the field, verified, and approved by Engineer before installation
- 2. All junction boxes shall be placed in sidewalk or concrete apron.
- 3. All materials and workmanship shall conform to Clackamas County Standards and Special Provisions, the 2024 Oregon Standard Specifications for Construction, and the Oregon standard drawings listed below.
- 4. Install #12 stranded copper (orange) tracer wire in all conduits.
- 5. Install poly pull tape (1800 lbf min. Strength, non-conductive) in all conduits.
- 6. All conduit runs shall be placed within the right-of-way.
- 7. All underground conduits and fittings shall be schedule 80 PVC except as required by PGE.

120/240 Volt Single Phase

Power Source

1

METER



ACCOMPANIED BY DWGS.
M200, TM201, TM457, TM472, T
M677

Т

CABINETS

(BMC)

POLES

(SFP)

EX UP

JUNCTION BOXES

Preserve and protect utility pole.

Install base mounted service cabinet, 120/240 volt, metered for speed feedback

system. (See Oregon Std. Dwg. TM485 and wiring detail on this sheet)

Install speed feedback pole and sign assembly. See Sheet ITS-6 for details.

Install 22"x12"x12" (min. dimension) precast concrete junction box with concrete





CONSTRUCTION NOTES:

- Coordinate with Jeremy Rasmussen (PGE) at 541-965-1887 for power $\langle 1 \rangle$ service connection (PGE Work Order No. M#3443986).
- $\langle 2 \rangle$
- $\langle 3 \rangle$ prior to construction. Field verify location with County prior to installation. Remove sign after turn-on of Speed Feedback system.
- PGE to provide 3" riser with 3" conduit strap on wood pole. Contractor to $\langle 4 \rangle$ sweep pull line to wood pole per PGE requirements.
- Install 5/8" ground rod in junction box, 6' minimum distance from base $\langle 5 \rangle$ mounted service cabinet. See ODOT Std. Drawing TM482.









CONSTRUCTION NOTES:

- Coordinate with Jacob Dietz (PGE) at 503-510-4993 for power service connection (PGE Work Order No. M#3443806). $\langle 1 \rangle$
- $\langle 2 \rangle$ Confirm final pole locations with Engineer in the field prior to installation.
- Temporarily reinstall existing speed limit sign on existing steel support $\langle 3 \rangle$ prior to construction. Field verify location with County prior to installation. Remove sign after turn-on of Speed Feedback system.
- PGE to provide 3" riser with 3" conduit strap on wood pole. Contractor to $\langle 4 \rangle$ sweep pull line to wood pole per PGE requirements.
- Install 5/8" ground rod in junction box, 6' minimum distance from base 5 mounted service cabinet. See ODOT Std. Drawing TM482.

GENERAL NOTES:

- 1. Maintenance pad near sign location to be constructed by Clackamas County. Coordinate with Ioana Cosma 503-819-9626.
- 2. See Sheet ITS-1 for Legend.







CONSTRUCTION NOTES:

- Coordinate with Jacob Dietz (PGE) at 503-510-4993 for power service $\langle 1 \rangle$ connection (PGE Work Order No. M#3443806).
- Confirm final pole locations with Engineer in the field prior to installation. $\langle 2 \rangle$
- Temporarily reinstall existing speed limit sign on existing steel support $\langle 3 \rangle$ prior to construction. Field verify location with County prior to installation. Remove sign after turn-on of Speed Feedback system.
- PGE to provide 3" riser with 3" conduit strap on wood pole. Contractor to $\langle 4 \rangle$ sweep pull line to wood pole per PGE requirements.
- Install 5/8" ground rod in junction box, 6' minimum distance from base $\langle 5 \rangle$ mounted service cabinet. See ODOT Std. Drawing TM482.
- Existing speed limit sign located approximately 330' south of PGE Pole 6 #634.

GENERAL NOTES:

- Maintenance pad near sign location to be constructed by 1. Clackamas County. Coordinate with Ioana Cosma 503-819-9626.
- 2. See Sheet ITS-1 for Legend.





GENERAL NOTES

- EXISTING SPEED SIGNS SHALL NOT BE REMOVED UNTIL NEW UNITS ARE OPERATIONAL. 1.
- INSTALLATIONS THAT HAVE NOT BEEN ACTIVATED SHALL BE COVERED.
- COORDINATE INSPECTION AND TURN ON OF SPEED FEEDBACK UNITS WITH CLACKAMAS COUNTY. PROVIDE 3. ONE WEEK NOTICE PRIOR TO TURN ON.
- AIM SPEED FEEDBACK SIGN SO THEY ARE VISIBLE TO 4. ONCOMING VEHICLE TRAFFIC.
- ALL BOLTS, NUTS AND WASHERS SHALL CONFORM TO 02560.20 AND BE GALVANIZED STEEL ACCORDING TO 02560.40 UNLESS NOTED OTHERWISE. 5.
- 6. ALL ANCHOR RODS SHALL BE GALVANIZED STEEL CONFORMING TO 02560.30.
- 7. ALL POLE ENTRANCES CONTAINING WIRING SHALL BE SMOOTH.
- INSTALL 1/4" THICK PREFORMED EXPANSION JOINT FILLER AROUND FOOTING IN SIDEWALK AREA AS PER 8. TM653.
- TOP OF FOUNDATIONS SHALL HAVE 0" 1/4" 9. EXPOSURE ABOVE FINISH GRADE.

COMMUNICATION REQUIREMENTS

- 10. FLAT SIDE OF FOUNDATION SHOULD LINE UP WITH BACK OF SIDEWALK (WHERE SIDEWALK IS PRESENT).
- 11. SEE ODOT STANDARD DRAWING TM471 FOR ADDITIONAL CONDUIT INSTALLATION DETAILS.



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