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**Clackamas County**  
[www.clackamas.us](http://www.clackamas.us)



**DAN JOHNSON**  
DIRECTOR

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

August 13, 2026

BCC Agenda Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Public Improvement Contract with North Santiam Paving for the Marquam Paving Project. Contract Value is \$1,326,411 for 4 months. Funding is through County Road Funds. No County General Funds are involved.**Previous

**Board Action/Review:** None

**Performance Clackamas:** This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.

**Counsel Review:** Yes

**Procurement Review:** Yes

**Contact Person:** Jon Sparks

**Contact Phone:** 503-650-3235

**EXECUTIVE SUMMARY:** The Marquam Paving Project is an asphalt paving contract. This contract will resurface 3.58 miles of rural roads in the Marquam area, including S Drake Rd between the End of County Maintenance (east side of Marion County's bridge over Butte Creek) and OR213; S Farm Road between S Drake Rd and S Oster Rd; and S Farm Road between S Oster Rd and S Monte Cristo Rd.

This contract will include placing approximately, 8,860 tons of asphalt; 4,000 square yards of cold plane pavement removal; surface removal; completing pavement and subgrade repairs of varying depths and widths; edge of roadway repairs; shoulder repairs; installing, maintaining, and removing temporary work zone traffic control measures; and performing incidental work as called for by the specifications and plans.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on June 9, 2026. Bids were publicly opened on July 7, 2026. The County received five (5) bids: Certerra, Non-Responsive; KNL Industries, Inc., \$1,581,830.00; Eagle-Elsner, Inc., \$1,382,871.40; Knife River, Corp., \$1,464,443.11; and North Santiam Paving, Co., \$1,326,411.00. After review of the bids, North Santiam Paving, Co., was determined to be the lowest responsive bidder.

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**RECOMMENDATION:** Staff recommends that the Board approve this public improvement contract with North Santiam Paving, Co., for the Marquam Paving Project.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation & Development



**CLACKAMAS COUNTY**  
**PUBLIC IMPROVEMENT CONTRACT**  
Contract #0000001870

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

**Project Name: # 2026-53 Marquam Paving Project**

**1. Contract Price, Contract Documents and Work.**

The Contractor hereby agrees to perform all the work described in, and reasonably inferred from, the Contract Documents, as further defined below ("Work"). In consideration of the Contractor performing the Work in accordance with the terms of the Contract, the Owner agrees to pay the Contractor an amount not to exceed **One Million Three Hundred Twenty-Six Thousand Four Hundred Eleven Dollars (\$1,326,411.00)** (the "Contract Price"). Payment will be made in accordance with the terms and conditions provided in the Contract Documents. The Contract Price is the amount contemplated by the Base Bid, as indicated in the accepted Bid.

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

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

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Marquam Paving Project (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2024) referenced therein.

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

**2. Representatives.**

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

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

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

**3. Key Persons.**

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Ronald Bochsler shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

**Job Superintendent:** Jeff Bensing shall be the Contractor's on-site job superintendent throughout the project term.

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

#### **4. Contract Dates.**

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

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

SUBSTANTIAL COMPLETION DATE: October 2, 2026

FINAL COMPLETION DATE: December 31, 2026

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

#### **5. Insurance Certificates and Required Performance and Payment Bonds.**

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

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

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

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

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

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

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

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

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

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

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

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

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

## **6. Responsibility for Damages/Indemnity.**

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

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

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

## **7. Tax Compliance.**

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

## **8. Confidential Information.**

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

## **9. Counterparts.**

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

## **10. Integration.**

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

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

## **11. Liquidated Damages.**

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities. The liquidated damages amount is not a penalty, but a reasonable estimate of the loss the Owner will suffer. Liquidated damages are set forth in the Contract Documents and may include the following:

- 11.1 15% of C divided by T per Calendar day past the Substantial Completion date, as set forth in section 00180.85 (b) (1).
- 11.2 \$500 per 15 minutes, or for a portion of 15 minutes, per lane, as set forth in 00180.85 (c).
- 11.3 \$500 per 20 minutes or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes, as set forth in 00180.85 (e).

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

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

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

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

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

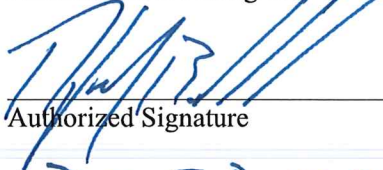
Contractor DATA:

**North Santiam Paving Co**  
**P.O. Box 516**  
**Stayton, Oregon 97383**

Contractor CCB # 53247 Expiration Date: 4/27/2027  
Oregon Business Registry # 104940-11 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.*

North Santiam Paving Co.

Clackamas County



7-28-2026

Authorized Signature

Date

Chair

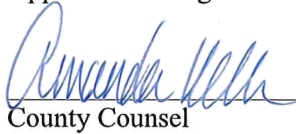
Date

DYLAN J. BOXLESER TREASURER

Name / Title Printed

Recording Secretary

Approved for Legal Sufficiency



County Counsel

7/28/2026

Date



# **CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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

**INVITATION TO BID #2026-53**  
**Marquam Paving Project**  
**June 9, 2026**

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Marquam Paving Project** until **July 7, 2026, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

Bidding Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address: <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No.S-C01010-00017139.

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

**Submitting Proposals: Bid Locker**

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

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

Engineers Estimate: \$1,660,000.00

**Contact Information**

Procurement Process and Technical Questions: Tralee Whitley at [TWhitley@clackamas.us](mailto:TWhitley@clackamas.us)

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the OregonBuys listing shortly after the opening.

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

**State Prevailing Wage**

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor

and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 5, 2026 and amended on April 5, 2026, which can be downloaded at the following web address:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) The Work will take place in Clackamas County, Oregon.

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



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

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

#### **Article 1. Scope of Work**

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

#### **Article 2. Examination of Site and Conditions**

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

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

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

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

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

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

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a

manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

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

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

#### **Article 4. Security to Be Furnished by Each Bidder**

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

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

#### **Article 5. Execution of Bid Bond**

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

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

#### **Article 6. Execution of the Bid Form**

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

The Bid Form relates to Bids on a specific Project

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

#### **Article 7. Prohibition of Alterations to Bid**

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

#### **Article 8. Submission of Bid**

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

#### **Article 9. Bid Closing and Opening of Bids**

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

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

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

#### **Article 10. Acceptance or Rejection of Bids by Owner**

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

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

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

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

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

#### **Article 11. Withdrawal of Bid**

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

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

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

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

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

### **Article 13. Recyclable Products**

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

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

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

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

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

### **Article 15. Protest of Intent to Award**

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the OregonBuys Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any

award protest must be in writing and must be delivered by email, hand delivery, or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

### **Article 16. Disclosure of First-Tier Subcontractors**

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

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



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name: # 2026-53 Marquam Paving Project**

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

- 1. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. Bidders must be prequalified in Asphalt Concrete Paving (ACP), Temporary Traffic Control (TTC), Miscellaneous Highway Appurtenances (MHA), and Earthwork (EART).**
- 1. Electronic Submissions: The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) will only be accepted electronically thru a secure online bid submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted. <https://bidlocker.us/a/clackamascounty/BidLocker>.**

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

**ZOOM LINKS.**

**Join Zoom Meeting**

**<https://clackamascounty.zoom.us/j/88139096305>**

**Meeting ID: 881 3909 6305**

**One tap mobile**

**+17193594580,,88139096305# US**

**+12532050468,,88139096305# US**

**Join instructions**

**<https://clackamascounty.zoom.us/meetings/88139096305/invitations?signature=n7KnH5O7ZqSnjR--Vt4IrAFXcSCCBJPktq2sT-0tnSQ>**

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

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

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within two (2) hours after the Closing Date and Time. Form 1 and Form 2 may be submitted to either the Contact Information Analyst listed on Notice of Contract Opportunity or via the <https://bidlocker.us/a/clackamascountry/BidLocker> listing.

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

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

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

**Prime Contractor Name:** North Santiam Paving Co.  
**Project Name:** # 2026-53 Marquam Paving Project

**Total Contract Amount:** TBD

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

| <u>DOW BIDDER WILL SELF-PERFORM (GFE not required)</u> |  |
|--------------------------------------------------------|--|
| Excavation                                             |  |
| Rocking                                                |  |
| Grading                                                |  |
| Paving                                                 |  |

**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.

| <b>LIST ALL SUBCONTRACTORS BELOW</b><br>Use <u>correct legal name</u> of Subcontractor<br>(No Assumed Business Names)                                                             | <b>Division of Work</b><br>(Painting, electrical, landscaping, etc.)<br>List ALL DOW performed by Subcontractors | <b>DOLLAR AMOUNT OF SUBCONTRACT</b> | If Certified or self-reporting MBE/WBE/ESB Subcontractor<br><br>Check box <input checked="" type="checkbox"/> |                                     |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
|                                                                                                                                                                                   |                                                                                                                  |                                     | MBE                                                                                                           | WBE                                 | ESB                      |
| Name <u>High Quality Traffic Control</u><br>Address <u>15400 Libby Lane SE</u><br>City/St/Zip <u>Jefferson, OR 97352</u><br>Phone# <u>503-949-8656</u><br>OCCB# <u>233615</u>     | <u>Flagging.</u>                                                                                                 | <u>\$4,000.00</u>                   | <input type="checkbox"/>                                                                                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Name <u>Specialized Pavement Marking</u><br>Address <u>11095 SW Industrial Way</u><br>City/St/Zip <u>Tualatin, OR, 97062</u><br>Phone# <u>503-885-0420</u><br>OCCB# <u>238621</u> | <u>Striping</u>                                                                                                  | <u>\$2,100.00</u>                   | <input type="checkbox"/>                                                                                      | <input type="checkbox"/>            | <input type="checkbox"/> |
| Name <u>Hatch Western Company, Inc.</u><br>Address <u>PO Box 4070</u><br>City/St/Zip <u>Wilsonville, OR 97070</u><br>Phone# <u>503-563-6234</u><br>OCCB# <u>63338</u>             | <u>Grinding.</u>                                                                                                 | <u>\$26,000</u>                     | <input type="checkbox"/>                                                                                      | <input type="checkbox"/>            | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone#<br>OCCB#                                                                                                                                 |                                                                                                                  |                                     | <input type="checkbox"/>                                                                                      | <input type="checkbox"/>            | <input type="checkbox"/> |

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

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2026-53 Marquam Paving Project

| <b>LIST ALL SUBCONTRACTORS BELOW</b><br>Use <u>correct legal name</u> of Subcontractor<br>(No Assumed Business Names) | <b>Division of Work</b><br>(Painting, electrical,<br>landscaping, etc.)<br>List <b>ALL</b> DOW performed<br>by Subcontractors | <b>DOLLAR<br/>AMOUNT OF<br/>SUBCONTRACT</b> | If Certified or<br>self-reporting<br>MBE/WBE/ESB<br>Subcontractor<br><br>Check box |                          |                          |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------|--------------------------|--------------------------|
|                                                                                                                       |                                                                                                                               |                                             | MBE                                                                                | WBE                      | ESB                      |
| <b>Name</b><br><b>Address</b><br><b>City/St/Zip</b><br><b>Phone#</b><br><b>OCCB#</b>                                  |                                                                                                                               |                                             | <input type="checkbox"/>                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Name</b><br><b>Address</b><br><b>City/St/Zip</b><br><b>Phone#</b><br><b>OCCB#</b>                                  |                                                                                                                               |                                             | <input type="checkbox"/>                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Name</b><br><b>Address</b><br><b>City/St/Zip</b><br><b>Phone#</b><br><b>OCCB#</b>                                  |                                                                                                                               |                                             | <input type="checkbox"/>                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Name</b><br><b>Address</b><br><b>City/St/Zip</b><br><b>Phone#</b><br><b>OCCB#</b>                                  |                                                                                                                               |                                             | <input type="checkbox"/>                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Name</b><br><b>Address</b><br><b>City/St/Zip</b><br><b>Phone#</b><br><b>OCCB#</b>                                  |                                                                                                                               |                                             | <input type="checkbox"/>                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Name</b><br><b>Address</b><br><b>City/St/Zip</b><br><b>Phone#</b><br><b>OCCB#</b>                                  |                                                                                                                               |                                             | <input type="checkbox"/>                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Name</b><br><b>Address</b><br><b>City/St/Zip</b><br><b>Phone#</b><br><b>OCCB#</b>                                  |                                                                                                                               |                                             | <input type="checkbox"/>                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Name</b><br><b>Address</b><br><b>City/St/Zip</b><br><b>Phone#</b><br><b>OCCB#</b>                                  |                                                                                                                               |                                             | <input type="checkbox"/>                                                           | <input type="checkbox"/> | <input type="checkbox"/> |

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

Prime Contractor: North Santiam Paving Co.  
Project: # 2026-53 Marquam Paving Project

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

| NAME OF M/W/ESB SUBCONTRACTOR    | Divisions of Work<br>(Painting, electrical, landscaping, etc.) | Date Solicitation Letter / Fax Sent | PHONE CONTACT |                       | BID ACTIVITY<br>Check Yes or No                                        |                                                                        |                                                                        | REJECTED BIDS<br>(if bid received & not used) |                                                                          | Notes |
|----------------------------------|----------------------------------------------------------------|-------------------------------------|---------------|-----------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------------------------|-------|
|                                  |                                                                |                                     | Date of Call  | Person Receiving Call | Will Bid                                                               | Bid Received                                                           | Bid Used                                                               | Bid Amount                                    | Reason Not Used<br>(Price, Scope or Other. If Other, explain in Notes>>) |       |
| High Quality Traffic Control LLC | Flagging                                                       | 7/1                                 | 7/6           | Shelly                | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | 6,400.00                                      |                                                                          |       |
| A+ Flagging Inc.                 | Flagging                                                       | 7/1                                 | 7/6           | Amy                   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                          |       |
| Rose City Flagging LLC           | Flagging                                                       | 7/1                                 | 7/6           | Sheila                | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                          |       |
| DT Striping LLC                  | Signs / Striping                                               | 7/1                                 | 7/6           | Donnie                | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                          |       |
| Egami Construction Inc           | Signs / Striping                                               | 7/1                                 | 7/6           | Sakurako              | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                          |       |
| Oregon Asphalt Maintenance Inc.  | Striping                                                       | 7/1                                 | 7/6           | Fisher                | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                          |       |
| Ortiz & Associates               | Cold Plane                                                     | 7/1                                 | 7/6           | Baktazar              | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                          |       |

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

Prime Contractor: North Santiam Paving Co.  
Project: # 2026-53 Marquam Paving Project

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

| NAME OF M/W/ESB<br>SUBCONTRACTOR  | Divisions of Work<br>(Painting, electrical,<br>landscaping, etc.) | Date<br>Solicitation<br>Letter / Fax<br>Sent | PHONE CONTACT |                       | BID ACTIVITY<br>Check Yes or No                                        |                                                                        |                                                                        | REJECTED BIDS<br>(if bid received & not used) |                                                                             | Notes |
|-----------------------------------|-------------------------------------------------------------------|----------------------------------------------|---------------|-----------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------|-------|
|                                   |                                                                   |                                              | Date of Call  | Person Receiving Call | Will Bid                                                               | Bid<br>Received                                                        | Bid Used                                                               | Bid Amount                                    | Reason Not Used<br>(Price, Scope or Other. If<br>Other, explain in Notes>>) |       |
| Bedrock Concrete<br>Cutting       | Sawcutting                                                        | 7/1                                          | 7/6           | Ian                   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                             |       |
| Benchmark<br>Concrete Cutting Inc | Sawcutting                                                        | 7/1                                          | 7/5           | Andy                  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                             |       |
| Brothers Concrete<br>Cutting Inc  | Sawcutting                                                        | 7/1                                          | 7/6           | Beck                  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                             |       |
|                                   |                                                                   |                                              |               |                       | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                             |       |
|                                   |                                                                   |                                              |               |                       | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                             |       |
|                                   |                                                                   |                                              |               |                       | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                             |       |
|                                   |                                                                   |                                              |               |                       | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                               |                                                                             |       |



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2026-53 Marquam Paving Project

We, North Santiam Paving Co, as "Principal,"  
(Name of Principal)

and Federal Insurance Company, an Indiana Corporation,  
(Name of Surety)

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

Ten Percent of Total Amount Bid--- dollars.

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

\* S-C01010-00017139

**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 2nd day of July, 20 26.

Principal: North Santiam Paving Co

Surety: Federal Insurance Company

By: [Signature]  
Signature

By: Attorney-In-Fact

PRESIDENT  
Official Capacity

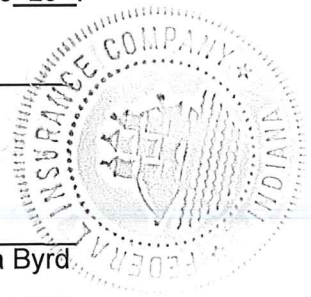
[Signature] Name Bryahna Byrd

Attest: [Signature]  
Corporation Secretary

Anchor Insurance & Surety, Inc., PO Box 2808,  
Address

Portland, OR 97208  
City State Zip

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



# CHUBB®

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

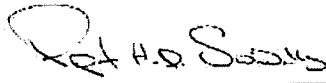
Westchester Fire Insurance Company | ACE American Insurance Company

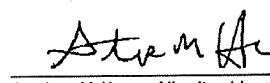
Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of

Pennsylvania, do each hereby constitute and appoint Patricia Arndt, Gloria Bruning, Bryahna Byrd, Andrew Choruby, Justin Cumnock, Joel Dietzman, J. Patrick Dooney, Casey Geske, Richard W. Kowalski, Chloe Lyons, Vicki Mather, Brent Olson, Ashlee Pingree, Christopher A. Reburn, Sterling Drew Roddan, and Jessi Wimer of Portland, Oregon-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 21<sup>st</sup> day of May, 2026.

  
Rupert H.D. Swindells, Assistant Secretary

  
Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

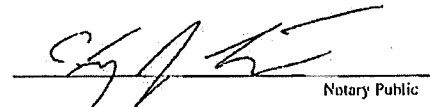
SS

On this 21<sup>st</sup> day of May, 2026 before me, a Notary Public of New Jersey, personally came Rupert H.D. Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert H.D. Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin  
NOTARY PUBLIC OF NEW JERSEY  
No. 30173208  
COMMISSION EXPIRES OCT 15, 2026

  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

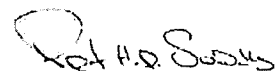
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Rupert H.D. Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 2, 2026



  
Rupert H.D. Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: [surety@chubb.com](mailto:surety@chubb.com)



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2026-53 Marquam Paving Project  
BID CLOSING: July 7, 2026, 2:00 PM, Pacific Time  
BID OPENING: July 7, 2026, 2:05 PM, Pacific Time

FROM: North Santiam Paving Co.

*Bidder's Name (must be full legal name, not ABN/DBA)*

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

1. Bidder is (check one of the following and insert information requested):

☐ a. An individual; or

☐ b. A partnership registered under the laws of the State of \_\_\_\_\_; or

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

☐ d. A limited liability corporation organized under the laws  
of the State of \_\_\_\_\_;

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

ONE MILLION THREE HUNDRED TWENTY SIX

THOUSAND FOUR HUNDRED ELEVEN DOLLARS NO CENTS

Dollars (\$ 1,326,411.00 )

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

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

• ADDENDA numbered n/a through n/a, 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 **Marquam Paving 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:

Federal Insurance Co. - Chubb  
(name of surety company - not insurance agency)

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

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

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

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

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

11. Contractor's CCB registration number is 53247. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

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

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF Corporation, Policy No. 812128, and that Contractor shall submit Certificates of Insurance as required.

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

Project Executive: Ronald R. Bochsler, Cell Phone: (503) 769-3436,  
Project Manager: Pete Sipos, Cell Phone: (503) 932-4162,  
Job Superintendent: Jeff Bensing, Cell Phone: (503) 983-1044,  
Project Engineer: Levi Warriner, Cell Phone: (503) 999-7582.

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 North Santiam Paving Co.  
ADDRESS PO Box 516 / 41203 Kingston-Lyons Dr SE  
Stayton, OR 97383  
TELEPHONE NO (503) 769-3436  
EMAIL quotes@nspar.com  
SIGNATURE 1) \_\_\_\_\_  
Sole Individual  
or 2) \_\_\_\_\_  
Partner  
or 3)  \_\_\_\_\_  
Authorized Officer or Employee of Corporation  
Ronald R. Bochsler, President

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

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: #2026-53**

**BID OPENING: July 7, 2026, 2:00 PM, Pacific Time**

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

**INSTRUCTIONS:**

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

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

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

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

|    | SUBCONTRACTOR NAME | DOLLAR VALUE | CATEGORY OF WORK |
|----|--------------------|--------------|------------------|
| 1. | <u>None</u>        |              |                  |
| 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: North Santiam Paving Co.

Bidder Signature:  Phone # (503) 769-3436  
Ronald R. Bochsler, President

## Marquam Paving Project

Summer 2026

page 1 of 2

| Item #                                        | Spec # | Item Description                                  | Unit | Quantity | Unit Price  | Amount     |
|-----------------------------------------------|--------|---------------------------------------------------|------|----------|-------------|------------|
| <b>TEMPORARY FEATURES AND APPURTENANCES</b>   |        |                                                   |      |          |             |            |
| 101                                           | 00180  | WORKPLACE HARASSMENT PREVENTION PLAN              | LS   | 1        | 250.00      | 250.00     |
| 102                                           | 00197  | EXTRA WORK DONE ON FORCE ACCOUNT BASIS            | LS   | 1        | \$25,000.00 | 25,000.00  |
| 103                                           | 00210  | MOBILIZATION                                      | LS   | 1        | 65,800.00   | 65,800.00  |
| 104                                           | 00221  | TEMPORARY WORK ZONE T.C., COMPLETE: DRAKE RD      | LS   | 1        | 8,000.00    | 8,000.00   |
| 105                                           | 00221  | TEMPORARY WORK ZONE T.C., COMPLETE: FARM RD SOUTH | LS   | 1        | 5,000.00    | 5,000.00   |
| 106                                           | 00221  | TEMPORARY WORK ZONE T.C., COMPLETE: FARM RD NORTH | LS   | 1        | 5,000.00    | 5,000.00   |
| 107                                           | 00225  | TEMPORARY PROJECT INFORMATION SIGNS               | SQFT | 75       | 42.00       | 3,150.00   |
| 108                                           | 00225  | PORTABLE CHANGEABLE MESSAGE SIGNS                 | EACH | 6        | 4,000.00    | 24,000.00  |
| 109                                           | 00225  | TEMPORARY REMOVABLE TAPE                          | FOOT | 72       | 4.00        | 288.00     |
| 110                                           | 00280  | EROSION CONTROL PLAN                              | LS   | 1        | 500.00      | 500.00     |
| 111                                           | 00290  | POLLUTION CONTROL PLAN                            | LS   | 1        | 50.00       | 50.00      |
| TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL |        |                                                   |      |          | \$          | 137,038.00 |
| <b>ROADWORK</b>                               |        |                                                   |      |          |             |            |
| 112                                           | 00310  | REMOVAL OF SURFACINGS                             | SQYD | 1,327    | 11.00       | 14,597.00  |
| 113                                           | 00310  | PORTLAND CEMENT CONCRETE SAWCUTTING               | FOOT | 200      | 5.00        | 1,000.00   |
| 114                                           | 00331  | 12 INCH SUBGRADE STABILIZATION                    | SQYD | 100      | 70.00       | 7,000.00   |
| ROADWORK-SUBTOTAL                             |        |                                                   |      |          | \$          | 22,597.00  |
| <b>DRAINAGE AND SEWERS</b>                    |        |                                                   |      |          |             |            |
| 115                                           | 00490  | REPLACE OR INSTALL CAST IRON MONUMENT BOXES       | EACH | 4        | 700.00      | 2,800.00   |
| DRAINAGE AND SEWERS-SUBTOTAL                  |        |                                                   |      |          | \$          | 2,800.00   |
| <b>BRIDGES</b>                                |        |                                                   |      |          |             |            |
| 116                                           | 00585  | HOT APPLIED JOINT SEALANT                         | LS   | 1        | 1,200.00    | 1,200.00   |
| BRIDGES - SUBTOTAL                            |        |                                                   |      |          | \$          | 1,200.00   |
| <b>BASES</b>                                  |        |                                                   |      |          |             |            |
| 117                                           | 00610  | SUBGRADE PROTECTION PLAN                          | LS   | 1        | 500.00      | 500.00     |
| 118                                           | 00610  | RECONDITIONING EXISTING ROADWAY                   | SQYD | 5,147    | 3.00        | 15,441.00  |
| 119                                           | 00610  | AGGREGATE BASE RESTORATION                        | SQYD | 500      | 22.50       | 11,250.00  |
| 120                                           | 00610  | EXTRA FOR PAVEMENT EDGE RESTORATION               | FOOT | 27,690   | 0.50        | 13,845.00  |
| 121                                           | 00620  | COLD PLANE PAVEMENT REMOVAL 0-4 INCHES DEEP       | SQYD | 1,920    | 10.00       | 19,200.00  |

## Marquam Paving Project

Summer 2026

page 2 of 2

| Item #                                                   | Spec # | Item Description                                      | Unit | Quantity | Unit Price | Amount       |
|----------------------------------------------------------|--------|-------------------------------------------------------|------|----------|------------|--------------|
| 122                                                      | 00620  | COLD PLANE PAVEMENT REMOVAL 0-2 INCHES DEEP           | SQYD | 1,910    | 13.00      | 24,830.00    |
| 123                                                      | 00640  | AGGREGATE SHOULDERS (1 1/2"-0)                        | TON  | 1,800    | 45.00      | 81,000.00    |
| 124                                                      | 00641  | EXTRA AGGREGATE BASE FOR GRADING                      | TON  | 170      | 40.00      | 6,800.00     |
| 125                                                      | 00641  | AGGREGATE APPROACH AGG BASE                           | TON  | 70       | 50.00      | 3,500.00     |
| BASES - SUBTOTAL                                         |        |                                                       |      |          | \$         | 176,366.00   |
| <b>WEARING SURFACES</b>                                  |        |                                                       |      |          |            |              |
| 126                                                      | 00744  | LEVEL 2, 1/2 INCH ACP MIXTURE WITH FIBERS             | TON  | 7,220    | 101.00     | 729,220.00   |
| 127                                                      | 00744  | LEVEL 2, 1/2 INCH ACP MIXTURE IN LEVELING WITH FIBERS | TON  | 1,560    | 130.00     | 202,800.00   |
| 128                                                      | 00748  | 8 INCH ASPHALT CONCRETE PAVING REPAIR                 | SQYD | 191      | 45.00      | 8,595.00     |
| 129                                                      | 00749  | EXTRA WORK FOR ASPHALT APPROACHES                     | EACH | 64       | 250.00     | 16,000.00    |
| 130                                                      | 00749  | EXTRA FOR SPOT GRIND AND INLAY                        | SQYD | 1,910    | 14.50      | 27,695.00    |
| WEARING SURFACES - SUBTOTAL                              |        |                                                       |      |          | \$         | 984,310.00   |
| <b>PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES</b>     |        |                                                       |      |          |            |              |
| 131                                                      | 00867  | PAVEMENT BAR, TYPE B-HS                               | SQFT | 60       | 35.00      | 2,100.00     |
| PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES - SUBTOTAL |        |                                                       |      |          | \$         | 2,100.00     |
| <b>TOTAL</b>                                             |        |                                                       |      |          | \$         | 1,326,411.00 |

Total Price ONE MILLION THREE HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED ELEVEN Dollars and  
NO Cents

Name of Firm North Santiam Paving Co.

Name (Print) Ronald R. Bochsler, President

Signature  July 7, 2026  
Date



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: K42064804

Solicitation: #2026-53

Project Name: Marquam Paving Project

Federal  
Insurance Company (Surety #1)

N/A (Surety #2)\*

\* If using multiple sureties

Bond Amount No. 1: \$1,326,411.00

Bond Amount No. 2:\* \$ 0.00

Total Penal Sum of Bond: \$1,326,411.00

We, North Santiam Paving Co as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) One Million Three Hundred Twenty Six Thousand Four Hundred Eleven 00/100 (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

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

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

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

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

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

Dated this 28<sup>TH</sup> day of JULY, 2026.

PRINCIPAL: North Santiam Paying Co

By: [Signature]

Signature

TREASURER

Official Capacity

Attest: [Signature]

Corporation Secretary

SURETY: Federal Insurance Company

[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Bryahna Byrd

Name

[Signature]

Signature

Anchor Insurance & Surety, Inc., PO Box 2808

Address

Portland,

OR

97208

City

State

Zip

503-224-2500

503-224-9830

Phone

Fax

# CHUBB

## Power of Attorney

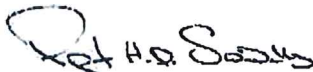
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Patricia Arndt, Gloria Bruning, Bryahna Byrd, Andrew Choruby, Justin Cumnock, Joel Dietzman, J. Patrick Dooney, Casey Geske, Richard W. Kowalski, Chloe Lyons, Vicki Mather, Brent Olson, Ashlee Pingree, Christopher A. Reburn, Sterling Drew Roddan, Leticia Romano and Jessi Wimer of Portland, Oregon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of July, 2026.

  
Rupert HD Swindells, Assistant Secretary

  
Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 14th day of July, 2026 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



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NOTARY PUBLIC OF NEW JERSEY  
No. 50173208  
COMMISSION EXPIRES OCT 15, 2026

  
Notary Public

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- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

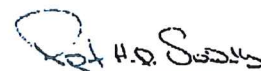
I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

, 2026



  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: K42064804

Solicitation: #2026-53

Project Name: Marquam Paving Project

Federal  
Insurance Company (Surety #1)

N/A (Surety #2)\*

Bond Amount No. 1: \$ 1,326,411.00

Bond Amount No. 2:\* \$ 0.00

Total Penal Sum of Bond: \$ 1,326,411.00

\* If using multiple sureties

We, North Santiam Paving Co, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) One Million Three Hundred Twenty-Six Thousand Four Hundred Eleven 00/100 (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

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

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

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

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

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

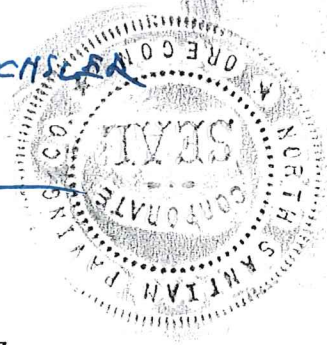
Dated this 28<sup>th</sup> day of July, 2026.

PRINCIPAL: North Santiam Paving Co

By: [Signature] Signature

TREASURER Official Capacity

Attest: [Signature] Corporation Secretary



SURETY: Federal Insurance Company  
[Add signatures for each if using multiple bonds]

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

Bryahna Byrd Name

[Signature] Signature

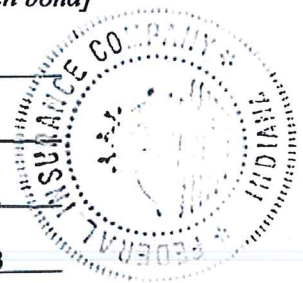
Anchor Insurance & Surety, Inc., PO Box 2808 Address

Portland, OR 97208

City State Zip

503-224-2500 503-224-9830

Phone Fax



# CHUBB

## Power of Attorney

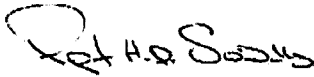
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Patricia Arndt, Gloria Bruning, Bryahna Byrd, Andrew Choruby, Justin Cumnock, Joel Dietzman, J. Patrick Dooney, Casey Geske, Richard W. Kowalski, Chloe Lyons, Vicki Mather, Brent Olson, Ashlee Pingree, Christopher A. Reburn, Sterling Drew Roddan, Leticia Romano and Jessi Wimer of Portland, Oregon-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 14th day of July, 2026.

  
Rupert HD Swindells, Assistant Secretary

  
Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 14<sup>th</sup> day of July, 2026 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin  
NOTARY PUBLIC OF NEW JERSEY  
No. 50175208  
COMMISSION EXPIRES OCT 15, 2026

  
Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
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- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

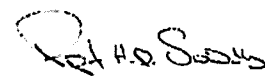
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- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

, 2026



  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



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

**PROJECT: #2026-53 Marquam Paving Project**

**Project Background:**

The Marquam Paving Project is an asphalt paving contract. This contract will resurface 3.6 miles of rural roads in the Marquam area, including S Drake Rd (collector) between the End of County Maintenance (east side of Marion County's bridge over Butte Creek) and OR213 (major arterial); S Farm Road (local) between S Drake Rd (collector) and S Oster Rd (local); and S Farm Road (local) between S Oster Rd (local) and S Monte Cristo Rd (minor arterial).

This contract will include, but not be limited to: placing approximately, 8,860 tons of asphalt; 4,000 square yards of cold plane pavement removal; surface removal; completing pavement and subgrade repairs of varying depths and widths; edge of roadway repairs; shoulder repairs; installing, maintaining, and removing temporary work zone traffic control measures; and performing incidental work as called for by the specifications and plans.

**Engineers Estimate:** \$1,660,000.00

**Key Dates:**

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

Substantial Completion: September 3, 2026

Final Completion: December 31, 2026

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

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

SPECIAL PROVISIONS FOR MARQUAM PAVING PROJECT, CLACKAMAS COUNTY  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (96 Pages)

Marquam Paving Project Drawing Set, Sheets No. G-01 to G-02; TC-01 to TC-04; C-01 to C-23;  
RD610; RD1010; TM800; TM821; TM822; TM840; TM841; TM850; TM855; BR165; M150; (40  
Pages)