

## CONSTRUCTION SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its PUBLIC WORKS DEPARTMENT hereinafter referred to as the "County", and SIERRA SANTE FE CORPORATION, an Oregon corporation whose Federal Employer Identification No. is 91-1736450, hereinafter referred to as the "Contractor".

### RECITALS

WHEREAS, The County requires the services of a construction services contractor for the YAMHILL COUNTY 2024 CHIP SEAL Project (the "Project"); and

WHEREAS, The Contractor possesses the knowledge, qualifications, and experience to perform the work required for, the Project; and

WHEREAS, A procurement of the construction services described herein was done in compliance with ORS 279C and YCR Division 49; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

### AGREEMENT

1. **COMMENCEMENT AND COMPLETION DATE.** This Contract shall become effective, and the Work required hereunder shall commence, upon the County's issuance of a *Notice to Proceed*. The Work must be completed no later than SEPTEMBER 1<sup>ST</sup>, 2024 unless the deadline is extended or otherwise modified pursuant to Section 8.
  - a. **Penalty For Failure to Meet Deadline.** The parties agree that the County has a substantial interest in the timely completion of the Project and all Work to be performed under this Contract in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of the Contractor to complete Work under this Contract in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate the County's damages for the Contractor's failure to complete the Project and all Work on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to the County the sum of **\$500.00** (equal to the Contract's not-to-exceed amount multiplied by .005) per day for each calendar day to commence on the first calendar day after the required completion date under this Contract and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.
2. **CONSIDERATION.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor an estimated sum of **\$917,770.00**. The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized a County representative.

- a. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County's payment of compensation hereunder to Contractor.
3. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The Contractor agrees to perform, to the satisfaction of the County, the Work as detailed in the Project's design, plans, and specifications (the "Contract Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the construction and any related services required by or reasonably inferred from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the Contractor's duties herein within the term of the Contract.
- a. Additional Work Obligations. Additional Work obligations of the Contractor include the following:
    - i. The Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Contract Documents, including, but not limited to, permits and licenses required for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. The Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Yamhill County, and its departments, divisions, members and employees.
    - ii. The Contractor shall keep on the Project site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the County and who shall represent the Contractor on the site. Directions given to the superintendent by the County's authorized representative shall be confirmed in writing provided to the Contractor by the County.
    - iii. The Contractor shall prepare, review for compliance with the Contract Documents, approve, and submit to the County drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors.
    - iv. The Contractor shall confine equipment, storage of materials, and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits, or directions of the County's authorized representative. The

Contractor shall follow the County's authorized representative's instructions regarding use of premises, if any.

- v. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the Contractor in their solicitation response, attached hereto as Exhibit B and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in Exhibit B, the provisions of this Contract shall prevail.
4. **WARRANTY OF WORK.** Neither the final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, the Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the County, except for latent defects which will be remedied by the Contractor at any time they become apparent. The County shall give the Contractor notice of defects with reasonable promptness. The Contractor shall perform such warranty work within a reasonable time after the County's demand. If the Contractor fails to complete the warranty work within such period as the County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, the County may perform such work and the Contractor shall reimburse the County all costs of the same within ten (10) days after demand without affecting the Contractor's obligations.
  5. **INDEPENDENT CONTRACTOR.** This agreement is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
  6. **THE COUNTY'S RESPONSIBILITIES.**
    - a. Greg Haffner is the "Project Supervisor" for the County. The County shall provide contract administrative services for the Project through the Project Supervisor. The Project Supervisor may engage and delegate authority to such additional staff and professional and technical consultants as the County deems necessary to assist in performing its administrative tasks. The Contractor shall direct all Project communications to the County in accordance with the Contract Documents, or as the County directs in writing.
    - b. The Project Supervisor, and any designee, shall have free access to the Work and the job site at all times. The Contractor shall not carry-on Work except with the

knowledge of the County and its Project Supervisor. The County may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve the Contractor from any obligations herein. The Project Supervisor, and any designee, has authority to reject or accept any Work that does not conform to the Contract Documents.

- c. Except for those permits and fees that are the Contractor's responsibility under the Contract Documents, the County shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.

7. SUBCONTRACTORS.

- a. The County reserves the right to reject any subcontractor proposed that was not included in the Contractor's quote. Further, the Contractor shall not retain a subcontractor to which the County has a reasonable objection.
- b. The Contractor shall pay all subcontractors as required by the Contractor's contracts with those subcontractors. The Contractor agrees that the County has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of the Contractor or otherwise ensure that the Contractor makes full and timely payment to those subcontractors for services performed on the Project.
- c. The Contractor covenants and agrees to bind any and all subcontractor(s) for performance of Work under this Contract. Any reference to the Contractor herein shall include any and all subcontractor(s) ad infinitum.

8. CONTRACT MODIFICATIONS. Unless otherwise stipulated in the Contract Documents attached hereto, the County may modify this Contract as follows:

- a. Minor Changes in the Work. The County may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Contract sum or the Contract time. These minor changes may include details to clarify the work to be performed. Via e-mail or letter, the Contractor must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
- b. Change Order Procedures. Either the County or the Contractor may initiate a request for proposed changes in Work to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in work, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The Contractor must then sign form and submit it to the County for final approval and authorization.
- c. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and the Yamhill County Public Contracting Rules. For anticipated amendments, this Contract may be amended only in accordance with and to the extent provided in the original solicitation document. No amendment shall bind either party unless in writing and signed by both parties.

9. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County

or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

10. HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.

- a. Pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- b. Pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
- c. Pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- d. Pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.

11. WORKERS' COMPENSATION. If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.

12. COMPLIANCE WITH LAWS. The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.

13. COMPLIANCE WITH PROCUREMENT STATUTES. The Contractor shall comply with the following statutory regulations pertaining to public construction contracts:
- a. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in this Contract. ORS 279C.505(1)(a).
  - b. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or first-tier subcontractor incurred in the performance of this Contract. ORS 279C.505(1)(b).
  - c. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
  - d. The Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617. ORS 279C.505(1)(d).
  - e. The Contractor shall demonstrate upon request that an employee drug testing program is in place. ORS 279C.505(2).
  - f. The Contractor shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
  - g. The Contractor and any subcontractor shall promptly pay, as due, all persons supplying labor and services furnished to the Contractor or first-tier subcontractor by any person in connection with this Contract as the claim becomes due. If the Contractor or subcontractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the Contract. ORS 279C.515(1).
  - h. The Contractor and/or any first-tier subcontractor shall make payment to any person furnish labor or materials in connection with this Contract within 30 days after receipt of payment from the County or the Contractor. The Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
  - i. The Contractor or any subcontractor shall make payment to any person furnishing labor or materials in connection with this Contract. The person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).
  - j. The Contractor and any subcontractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the Work under the Contract. ORS 279C.525.
  - k. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services, or

the needed care and attention incident to sickness or injury, to the employees of the Contract, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).

- l. If the Contractor is a subject employer, the Contractor shall comply with ORS 656.017. ORS 279C.530(2).
- m. No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday specified in ORS 279C.540.
- n. The Contractor shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. The Contractor shall comply with ORS 279C.550 through 279C.570 regarding withholding of retainage. The withholding of retainage by the Contractor shall be in accordance with ORS 701.420 and 701.430.
- p. The Contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- q. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: (i) a payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the County; and (ii) an interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the Contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. The Contractor and any subcontractor shall comply with ORS 279C.605 regarding Notice of Claim.
- s. The Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts. ORS 279A.110
- t. Unless contrary to federal law, the Contractor shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- u. Unless contrary to federal law, the Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- v. The following notice is applicable to contractors who perform excavation work:  

*ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-*

*001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.*

14. PREVAILING WAGE REGULATIONS.

- a. This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:
  - [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)
  - Prevailing Wage Rates for Public Works Contracts in Oregon issued April, 2024.
  - Prevailing Wage Rates Apprenticeship Rates issued April 2024.
- b. The Contractor shall provide the County with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010
- c. The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)
- d. Workers employed under this Contract shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
- e. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)
- f. If the Contractor fails to pay for labor and services, the County can pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- g. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
- h. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
- i. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- j. The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)
- k. The Contractor shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.

15. RETAINAGE BY THE COUNTY. The County may reserve as retainage from any progress payment an amount not to exceed five (5) percent of the payment. As Work progresses, the County may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the County's opinion, such Work is progressing satisfactorily. Any retainage reserved by the County shall be withheld and released in accordance with ORS 279C.550 to 279C.580.

- a. If the Contract exceeds \$500,000, the County may place amounts deducted as retainage into an interest-bearing escrow account, and if it does, any interest on the retainage amount will be paid to the Contractor. In accordance with ORS 279C.5570(2), such interest shall accrue from the date the payment request is approved by the County until the date the retainage is paid to the Contractor to which it is due.
16. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the Contractor in connection with the performance of any services required hereunder. The Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.
    - a. Environmental Contamination. The Contractor will be held responsible for and shall indemnify, defend (with counsel of the County's choice) and hold harmless the County from and against any costs, expenses, damages, claims, and causes of action, including attorney fees, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed to, the negligence or actions of Contractor or its personnel, agents, or subcontractors or any failure to perform in accordance with the Contract Documents, except to the extent otherwise void under ORS 30.140.
  17. RISK OF LOSS. The risk of loss or damage to the subject matter of this Contract arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted the work and services as provided in this Contract.
  18. INSURANCE. The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
    - a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of the Contractor;
    - b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder; and
    - c. Additional Insurance Requirements:
      - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
      - ii. Insurance coverage shall apply on a primary and non-contributory basis.
      - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is

authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

19. **BONDS REQUIRED.**

- a. Performance and Payment Security. The Contractor shall furnish bonds issued by a surety approved by the County covering faithful performance of this Contract and payment of obligations arising thereunder. The cost of the bonds shall be equal to **100 percent of the Contract's total not-to-exceed amount.** The Contractor shall deliver the required bonds to the County not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- b. Public Works Bond. Throughout the term of the Contract, the Contractor shall have on file with the Construction Contractors Board a public works bond in compliance with ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring a 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 the subcontractor to start Work.

20. **TERMINATION.**

- a. County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. County's Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:

- i. The Contractor breaches any of the provisions of this Contract;
  - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
  - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
  - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or the County is prohibited from paying for such services from the planned funding source.
- c. Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
21. **FORCE MAJEURE**. Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.
22. **ASSIGNMENT; DELEGATION; SUCCESSOR**. The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
23. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES**. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's own attorney fees, costs, and disbursements at all times including appeals.
24. **RECORDS**. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly

document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

25. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: PUBLIC WORKS  
ATTN: Greg Haffner  
535 NE 5<sup>th</sup> Street  
McMinnville, Oregon 97128  
Haffnerg@Yamhillcounty.gov

Contractor: SIERRA SANTE FE CORPORATION  
ATTN: Kaitlyn Zimmerly  
6110 N. 20<sup>th</sup> St.  
Ridgefield, Wa 98642  
KZ@sierrasantefe.com

26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
27. TAX CERTIFICATION. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
28. WAIVER. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
29. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings,

agreements, or representations, oral or written, not specified herein regarding this agreement.

30. COUNTERPARTS. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
31. SEVERABILITY. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
32. SURVIVAL. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

**CONTRACTOR**

  
\_\_\_\_\_  
Signature

David Zimmerly  
Name (printed)

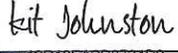
President  
Title

4/23/2024  
Date

**YAMHILL COUNTY**

DocuSigned by:  
  
\_\_\_\_\_  
Chair, LINDSAY BERSCHAUER

DocuSigned by:  
  
\_\_\_\_\_  
Commissioner, MARY STARRETT

DocuSigned by:  
  
\_\_\_\_\_  
Commissioner, KIT JOHNSTON

5/2/2024  
Date

**APPROVED AS TO FORM:**

DocuSigned by:  
  
By: \_\_\_\_\_  
JODI GOLLEHAN, Asst. County Counsel II

**APPROVED AS TO CONTENT:**

By:   
MARK LAGO, Director

**Approved by the BOC on: 5/2/24**  
**via Board Order No.: 24-124**



**SPECIAL PROVISIONS  
AND SUPPLEMENTAL  
STANDARD SPECIFICATIONS  
FOR COUNTY ROAD CONSTRUCTION**

**YAMHILL COUNTY  
MCMINNVILLE, OREGON**

**"YAMHILL COUNTY 2024 CHIP SEAL PROJECT"**

**SPECIAL PROVISIONS**

KIND OF WORK: Provide all Traffic control, trucking, loading, placing  
County provided chip rock from 5 stockpiles to 12 road segments, spray oils, roll,  
sweep, fog, mastic surface seal, and install stick & stomps.

COUNTY ROADS: As Specified in Bid Documents and Exhibit D

COUNTY: Yamhill County

PROPOSALS TO BE RECEIVED: April 10th, 2024 at 2:00 P.M.

PRECONSTRUCTION: None

## PREFACE

### APPLICABLE STANDARD SPECIFICATIONS

The Applicable Standard Specifications for this project is:

#### 2021 EDITION OF THE

#### OREGON STANDARD SPECIFICATIONS

#### FOR CONSTRUCTION

### **GENERAL:**

These Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions are issued for the information of bidders submitting proposals for the project or work described herein at the time and place specifically indicated herein. They are the Supplemental Standard Specifications, Addenda, Supplements, and Special Provisions that, subject to such revision as may be made according to provisions stated by law, will be incorporated in and made a part of any contract for said project or work that may be awarded based on a proposal received at said specifically indicated time and place.

Should the project or work described be re-advertised for proposals to be received at a time later than that indicated herein, these specifications and provisions will cease to be applicable and new ones will be issued. Bidders submitting proposals later should obtain the new specifications and provisions and base their proposals as such, as they will be bound by them in the event they are awarded the contract.

#### **Revisions Prior to Time of Opening of Bids:**

All data herein is subject to revisions by the County Engineering Manager any time prior to the time specified herein for the receiving of proposals. Prospective bidders for the work will be notified of any such revisions by e-mail, letter, or fax sent to the bidders at the addresses available to Yamhill County at the time.

#### **Revisions Prior to Execution of Contract:**

Between the time proposals are received and the time the contract is executed, revision of the data herein may be made only by mutual agreement between the successful bidder and the Yamhill County Board of Commissioners.

#### **Pamphlet May be Retained by Bidder:**

This pamphlet need not be returned to Yamhill County, either with proposal or otherwise. The accompanying Bid Schedule and any continuation sheets shall be submitted prior to the date of the bid opening shown in the 'Specifications and Call for Bids'.

**DESCRIPTION OF WORK – See Exhibit D Map**

For table below, place single application of polymer-modified emulsion (PMCRS-2H) at 0.45-0.48 shot rate. Contractor to truck and spread chip rock (county provided), roll, sweep, install temporary centerline markers (25' -30' on short radius, 30-40' on long radius and tangents), and fog seal with asphalt emulsion (CQS1-HD) diluted 50/50 at a 0.12 to 0.13 shot rate. This work is for the following road segments:

No.	Road Name	FC	Begin	End	Length (FT)	Ave Width
1	Rock Creek Rd (PCI 75)	C	Hwy 18	MP2	10,595.0	20.0
2	Loganberry Lane (PCI 74)	R	End 92' E-9	Hwy 18	15,412.0	20.5
3	Latham Road (PCI 61)	R	Grauer	Muddy Valley	11,722.0	22.00
4	Oldsville Rd (PCI 69)	R	Hwy 18	Hwy 18	12,862.0	18.5
5	Broadmede Rd (PCI 83)	C	Hwy 153	Sanders Rd	7,888.0	20.0
6	Perrydale Rd (PCI 73)	R	Polk Co.	Hwy 99	8,841.0	21.0
7	Neck Road (PCI 89)	R	Wallace Rd	End of Pavement	16,790.0	18.0
8	Stringtown Road (PCI 84)	A	State Hwy 221	Webfoot	7,626.0	20.0
9	Stockhoff Road (PCI 89)	R	Hwy 154	Starr Quarry	5,060.0	20.0

For table below, place single application of polymer-modified emulsion (PMCRS-2H) at 0.45-0.48 shot rate in the North Bound (NB) lane only. Contractor to truck and spread chip rock (county provided), roll, sweep. In both NB and South Bound (SB) lanes, use Mastic Surface Sealer (Onyx or approved equal). Clean and pre-treat per 00760 c. Apply mastic on new chip seal at 0.35-0.38 shot rate. On existing pavement, apply 0.30 to 0.32 shot rate. No fog seal required.

No.	Road Name	FC	Begin	End	Length (FT)	Ave Width
10	Webfoot Road (PCI 72)	A	Stringtown Rd	Palmer Creek	5,073.0	20.0

For Table below, place a double application of polymer-modified emulsion (PMCRS-2H) at 0.45-0.48 shot rate. Contractor to truck and spread chip rock (county provided), roll, sweep, install temporary centerline markers (25' -30' on short radius, 30-40' on long radius and tangents), and fog seal top lift with asphalt emulsion (CQS1-HD) diluted 50/50 at a 0.12 to 0.13 shot rate. Chip Patching shot rate is 0.55 gal/SY. Minimum cure of 1 day between lifts.

No.	Road Name	FC	Begin	End	Length (FT)	Ave Width
11	Briedwell Rd (PCI 63)	C	Riverbend Rd	Box #19050	10,398.0	20.00
11.1	Chip Patching		Misc	Locations	1,100.0	20.00

For Table below, place two lifts: 1<sup>st</sup> Lift is Scrub Seal Emulsion (PMRE) and chip. 2<sup>nd</sup> lift is PMCRS-2H emulsion and chip. Initial application with PMRE scrub seal oil with an initial shot rate of 0.42 gallons per SY and scrub broom. Second application to be placed as described above except at a of 0.45 to 0.48 shot rate, then a standard fog seal. Minimum cure of 1 day between lifts.

No.	Road Name	FC	Begin	End	Length (FT)	Ave Width
12	Westside Road (PCI 61)	A	Meadowlake	Moore's Valley	17,272.0	20.00

### TIME AND PLACE OF RECEIVING PROPOSALS

Proposals for the work described above will be received in the Office of the Department of Public Works in McMinnville, Oregon, at 2:00 P.M. on the 10th day of April, 2024. Proposals will be opened and read publicly.

### COMPLETION TIME LIMIT

All work to be done under the contract shall be scheduled no sooner than July 1st, 2024, and shall be completed no later than September 1st, 2024.

**CLASS OF PROJECT**

This is a Yamhill County project

**PROJECT INFORMATION**

Yamhill County Department of Public Works  
N.E. 2060 Lafayette Avenue  
McMinnville or 97128  
Phone (503) 434-7365

**APPLICABLE STANDARD SPECIFICATIONS**

**2021 EDITION OF THE**

**OREGON STANDARD SPECIFICATIONS**

**FOR CONSTRUCTION**

**Are to be used for the work to be performed under this contract**

<b>Section</b>	<b>DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
00100	GENERAL REQUIREMENTS	X	
00200	TEMPORARY FEATURES AND APPURTENANCES	X	
00300	ROAD WORK	X	
00400	DRAINAGE AND SEWERS		X
00500	BRIDGES		X
00600	BASES		X
00700	WEARING SURFACES	X	
00800	PERMANENT TRAFFIC SAFETY AND GUIDANCE DEVICES		X
00900	PERMANENT TRAFFIC CONTROL AND ILLUMINATION SYSTEMS		X
01000	RIGHT OF WAY DEVELOPMENT AND CONTROL		X
01100	WATER SUPPLY SYSTEMS		X
02000	MATERIALS		X
03000	MATERIALS		X

**SCHEDULE OF MINIMUM HOURLY WAGE RATES**

The minimum hourly wage rates and fringe benefits applicable to the work to be done under this contract as called for in subsection 170.65(c) of the Standard Specifications and as prescribed under the provisions of ORS 279C and Oregon Administrative Rules promulgated pursuant thereto are available as hereinafter set forth.

**PREVAILING WAGE RATES  
FOR  
PUBLIC WORKS CONTRACTS IN OREGON  
EFFECTIVE January 1, 2024**

**RESEARCH UNIT  
BUREAU OF LABOR AND INDUSTRIES  
800 N.E. OREGON STREET #32  
PORTLAND, OREGON 97232**

**OR**

**<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>**

## APPLICABLE STANDARD AND SPECIFICATIONS

The Standard Specifications which are applicable to the work on this project is the **2021 edition of the "Oregon Standard Specifications for Construction."**

All numbers referenced in these special provisions shall be understood to refer to the Sections or Subsections of the Standard Specifications bearing like numbers and any applicable modification herein.

### SECTION 00110 - TERMS, ABBREVIATIONS, AND DEFINITION

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

**00110.20 Definitions** - Delete the entire definition listed after the word "Engineer" and substitute with the following definition:

"The County Engineering Manager acting directly or through authorized representatives."

**00110.20 Definitions** - Delete the entire definition listed after the word "State" and substitute with the following definition:

"The County of Yamhill"

### SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

**00120.00 Prequalification of Bidders:** Delete this section

**00120.05 Requests for Plans, Special Provisions, and Bid Booklets** - Delete this subsection and substitute with the following:

Electronic Plans and Specifications may be obtained from the Yamhill County Department of Public Works, NE 2060 Lafayette Avenue, McMinnville, Oregon 97128. Telephone - (503) 434-7515 or Email [hendersonj@co.yamhill.or.us](mailto:hendersonj@co.yamhill.or.us) or the Yamhill County Website <https://www.co.yamhill.or.us/Bids.aspx>

**00120.20 Interpretation of Quantities in Bid Schedule:** Add the following to the end of the first sentence of this subsection:

except for Lump Sum bid items listed in the Bid Schedule. When Lump Sum items are listed as the method of payment, the contractor is responsible for estimating quantities, labor costs, and appropriate profit percentages.

**00120.40 Preparation of Bids:** - Delete this subsection and substitute with the following:

(a) General:

(1) Paper Bids – For Bids submitted by paper, the Bidders shall not alter, in any manner, the paper documents bound within the Bid Section. Bid Sections available electronically shall not be

substituted for paper Bid Sections. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of, and agreement to all certifications and statements contained in the paper Bid Booklet. Entries on the paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink.

**00120.40 Preparation of Bids:**

(2) Electronic Bids : Delete this subsection

**00120.40(e) (1) Bid Guaranty with Paper Bids:** Delete the last two words of the first paragraph of this subsection and substitute with the following:

"Yamhill County Department of Public Works."

**00120.60 Revision or Withdrawal of Proposals** - Add the following after the last sentence of the first paragraph of this subsection.

"These changes must be received and confirmed by the County Engineering Manager or designated Project Manager prior to the time set for opening proposals."

Also add the following to the end of the second paragraph of this subsection.

"A bidder may withdraw a proposal after it has been delivered to the Yamhill County Department of Public Works if the withdrawal request is received in writing by the said Public Works office prior to the time set for opening proposals."

Also Delete section (b) Electronic Bids.

**SECTION 00130 - AWARD AND EXECUTION OF CONTRACT**

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

**00130.40(a) Performance and Payment Bonds** - Delete this subsection and substitute with the following:

(a) Performance and Payment Bonds - Within 10 calendar days after sending the contractor the "Notice of Award," the contractor must furnish a performance bond and a payment bond of a surety company authorized to do business in the State of Oregon and listed in Circular 570 of the U.S. Department of the Treasury. This circular is published annually as of July 1, and interim changes are published in the Federal Register as they occur. The amount of each bond shall be the same dollar amount specified in the contract. The surety company's authorized Attorney in fact shall sign the performance bond and the payment bond. The surety company's seal shall be affixed to each bond. A Power of Attorney for the Attorney in Fact shall be attached to the bond.

**00130.50(b) By the Agency** – Delete the words of this subsection and substitute with the following:

After the Yamhill County Department of Public Works office has received and has verified the properly executed contract documents, the Project Manager will notify the successful bidder with written confirmation that he or she has satisfied all the necessary contract provisions and requirements outlined in Section 00130 and is officially declared the General Contractor. This notice will also serve as a "Notice to Proceed" as outlined in Subsection 00130.90. If the Engineer discovers that the Successful Bidder has not met all the said necessary contract provisions and requirements outlined in Section 00130, he may elect to follow the options outline in Subsection 00130.60.

**00130.90 Notice to Proceed** – Delete the words of this subsection and substitute with the following:

Notice to Proceed will be issued after the Yamhill County Department of Public Works Office has received and has verified the properly executed contract documents as required and explained in Subsection 00130.50(b) of these special provisions. The successful bidder will be required to coordinate start work days and projects with the County.

### **SECTION 00150 - CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

**00150.60(a) Load and Speed Restriction for Construction Vehicles and Equipment** - Add the following sentence to the end of the first paragraph of this subsection:

The contractor shall submit to the Project Manager a list of all possible project vehicles. The list shall include the tare weight of each vehicle and the legal weight limit as established by the P.U.C. This list shall be submitted no later than five (5) work days prior to the start of on-site work. The contractor is responsible to ensure that no vehicle exceeds its legal weight limit. Any vehicle that exceeds its legal weight limit will not be paid for the excess weight carried by the vehicle. The Project Manager will issue a copy to the contractor of all vehicles exceeding their weight limit and the total tonnage in excess. If the contractor does not agree with the information submitted by the Project Manager, he must submit his reasons in writing to the Project Manager. The Project Manager will review the data and issue his finding within five (5) work days after receiving the "Request for Review" by the contractor. The engineer's findings will be held as the final decision (refer to Section 00150.00). Random testing for "Over Weight Vehicles" may be conducted by the County at non-designated times and at non-designated locations outside the limits of the project. All overweight vehicles will be subject to all prudent fines, fees and penalties.

**00150.60(c) Responsibility for Damages** - Add the following to the end of this subsection:

The following procedure and information will be used as the source of reference if the measure of damage is necessary as outlined in this subsection. The following procedure will be a requirement of this contract:

The contractor shall submit to the Project Manager, a list showing all haul or transport roads that will be used during the "Contract Time" of the project. This list shall be submitted no later than five (5) work days prior to the start of any on-site work within the project limits.

During the "Final Inspection" process as outline in Subsection 00150.90, the Project Manager shall list the location and description of all damage caused by the actions of the contractor and the contractor shall make all necessary repairs prior to Yamhill County releasing them from their responsibilities as outlined in this subsection.

**00150.75 Protection and Maintenance of Work During Construction:** Add the following sentences after the first sentence of this subsection:

Yamhill County will perform the initial cleaning/brooming prep work for the chip seal and scrub seal applications.

A pilot car shall be used at all times when lane closures are required. Contractor will provide the pilot car and operator. Contractor will provide temporary traffic control signage and provide the flaggers for the work. Contractor will furnish and install the temporary centerline markers.

Traffic will be prohibited from using newly placed Chip Seal/Premium Sealer until finished rolling is complete and/or sealer is cured.

During other times when necessary, one lane may be closed to traffic in the immediate work area but only during those hours when work is actually being performed.

The contractor is responsible for setting up rolling patterns. The contractor will material certifications prior to payment for the job. The County reserves the right to perform check tests as needed.

If the contractor fails to comply with these provisions at any time, the Engineering Manager will at the time of discovery, notify the contractor of such noncompliance'.

**SECTION 00180 - PROSECUTION AND PROGRESS**

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

**00180.50(c) Beginning of Contract Time** - Delete the words within this subsection and substitute with the following:

The contractor shall not commence work before **July 1<sup>st</sup>, 2024.**

**00180.85 (b) Liquidated Damages** - Add the following

In this project, the contractor agrees to pay to Yamhill County, not as a penalty but as Liquidated Damages, the amount of \$500.00 for each calendar day used in excess of the "Contract Time" or "Adjusted Contract Time."

**SECTION 00195 - PAYMENT**

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

**00195.10 Payment For Changes in Materials Costs** - Delete this subsection  
De-Escalation and Escalation clauses on materials used do not apply to this contract.

**00195.50(c)(2) Cash, Alternate B (interest Earned)** - Delete this subsection.

**00195.50(c)(3) Cash, Alternate C (Retainage Surety Bond)** - Delete this subsection.

**00195.50(c)(4) Bonds and Securities** - Delete this subsection.

**00195.50(d) Reduction of Retainage** - Delete this subsection.

**SECTION 00210 - MOBILIZATION**

Comply with Section 00210 of the Standard Specifications.

**SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC**

Comply with Section 00220 of the Standard Specifications supplemented and/or modified as follows:

**00220.40 General Requirements** - Add the following:

**(e) Lane Restrictions** – This project must remain open to traffic during non-work hours. The appropriate road surface and road width will be evaluated by the Project Manager each evening prior to allowing the traveling public through the project site without continuous traffic control. If unsafe conditions exist, contractor must correct the problem or provide continuous traffic control at his own expense.

**00220.60(a)(2) Agency Responsibility** - Delete this subsection.

**SECTION 00225 - WORK ZONE TRAFFIC CONTROL**

Comply with Section 00225 of the Standard Specifications supplemented and/or modified as follows:

**225.02 General Requirements:** Add the following to the end of this subsection:

Work that will restrict or interrupt traffic movement shall not be performed on opposite sides of the traveled way at the same time unless prior written approval has been obtained from the Engineering Manager. Contractor shall place temporary, flexible yellow pavement markers with bi-directional reflective surfaces, also known as "Stick n Stomps" at a rate of one per every 30-40 horizontal feet along tangent sections of the road: and at a rate of one per 25-30 feet horizontal along horizontal curves in the road.

**00225.61 Signs and Other Existing T.C.D.** - Add the following to the end of this subsection:

When existing signing conflicts with temporary signing installed on the project, the conflicting existing signs shall be covered with appropriate short-term covers until the temporary signs are removed.

**00225.90 General** - Add the following to this section:

All pay items listed within subsections 00225.90(a), 00225.90(b), 00225.91, 00225.92, 00225.93, 00225.94, 00225.95, 00225.96, 00225.97, 00225.98, 00225.97 which apply on this project, will be paid for at the contract lump sum amount as shown on the bid schedule for the item "Traffic Control."

**00225.99 Pilot Cars** - Delete this subsection and add

Pilot cars will be provided and operated by the **contractor** and will not be a pay item.

**SECTION 00705 – EMULSIFIED ASPHALT FOG COAT**

Comply with Section 00705 of the Standard Specifications modified as follows:

**00705.11** Delete verbiage in 00705.11 (a), (b), & first sentence in (c).

Add: Use **CQS-1HD** dilute 50/50 Emulsified Asphalt with the following Properties:

	Test Method	Specification	
Tests on Emulsion		MIN	MAX

Viscosity @ 25°C (77°F), SFS	AASHTO T 59	15	100
Sieve Test, %	AASHTO T 59	-	0.10
Particle Charge Test	AASHTO T 59	Positive	-
Residue by Distillation to 204°C (400°F)	AASHTO T 59	57	
Penetration @ 25°C, (77°F), 100g, 5s dmm	AASHTO T 49	40	90

**00705.43 Application of Asphalt:**

**(b) Fog Coats:** delete range of 0.10 to 0.15 gallons per square yard. Replace with “range of 0.12 to 0.13 gallons per square yard”.

**00705.80** Delete verbiage in section. Add Measurement to be S.Y. accepted and in place.

**00705.90** Delete verbiage in section. Add Payment to be S.Y. accepted and in place.

**SECTION 00710 – SINGLE APPLICATION EMULSIFIED ASPHALT SURFACE TREATMENT**

Comply with Section 00710 of the Standard Specifications modified as follows:

**00710.00 Scope** - Add the following to this section:

Yamhill County to provide Graded Medium chip rock, 3/8” – No. 4 that meets the specifications contained in 00710.00 for Segments 1-12.

**00710.11** Delete verbiage in section.

Add in: Use **PMCRS-2H** Polymer-modified emulsified Asphalt with the following properties:

## PMCRS-2H

PROPERTIES	MIN	MAX
Viscosity SFS @ 25°C	100	400
Settlement 5 days, % (a)		5
Storage Stability 1 day (b)		1
Particle charge	Positive(c)	
Sieve %		0.30

### TESTS ON RESIDUE FROM DISTILLATION

Residue by 177°C Distillation, %	65.0	
Penetration @ 25°C	40	90
Torsional Recovery %	18	
Solubility in Trichlorethylene, %	97.5	

- (a) The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days, or the purchaser may require that the settlement test be run from the time the sample is received until it is used, if the elapsed time is less than 5 days.
- (b) The 24-hour (1 day) storage stability test may be used instead of the 5 day settlement test.
- (c) Must meet a pH requirement of 6.7 maximum (AASHTO T 200 pH of Aqueous Solutions with the Glass Electrode) if the Particle charge test result is inconclusive.

#### **00710.30 Quality Control Personnel** - Add the following to this section:

Contractor's to provide Oil manufacturer's representative if required by the Yamhill County Engineering manager.

**00710.80 Measurement:** Delete verbiage in section. Add Measurement to be S.Y. accepted and in place.

- a) **00710.90 Payment:** The accepted quantities of Work performed under this Section will be paid for the material in place per Square Yard unit. Payment includes providing and spraying the Emulsion, placing the County provided chip rock, rolling, and sweeping.

**SECTION 00715 – MULTIPLE APPLICATION EMULSIFIED ASPHALT SURFACE TREATMENT**

Comply with Section 00715 of the Standard Specifications supplemented and/or modified as follows:

**00715.10 Aggregates (b)**

**Add 3/8” to No. 4 Chip rock as specified on page 700 of section 00710.00 (c). Chip rock to be supplied and stockpiled by owner as shown on exhibit D.**

**00715.10 (h) Stockpiling Contractor Furnished Aggregates – Delete Section**

**00715.11 Emulsified Asphalt**

- (a) Delete Non-Polymer Modified Emulsified Asphalt**
- (b) Delete “When polymer-modified is specified use....” and replace with “use PMRE (Polymer Modified Anionic Emulsions for rejuvenating chip seals) for scrub seals and/or PMCRS-2H (Polymer Modified Cationic Rapid Set) as specified in work to be done for double chip or 2<sup>nd</sup> lift on scrub seal.”**

**PMRE to meet the following requirements:**

**PMRE**

SPECIFICATIONS FOR POLYMER MODIFIED ANIONIC EMULSIONS FOR REJUVINATING CHIPSEAL

This emulsion is intended for use in placing a chip seal that will help restore some life to the existing pavement and form a tight bond with the new aggregate and the rejuvenated pavement.

The asphalt shall be polymer modified prior to emulsification. The emulsion shall be smooth and homogeneous and conform to the following requirements:

<b><u>TESTS ON EMULSION</u></b>	<b><u>MIN.</u></b>	<b><u>MAX.</u></b>
Viscosity @ 122°F, SSF	50	400
pH	10.0	13.0
Sieve Test, %		0.10
<b><u>TESTS ON RESIDUE FROM DISTILLATION 350F</u></b>	<b><u>65%</u></b>	
Oil in Distillate Volume %		1.0
DSR at 64C kPa		2.50
Penetration @ 39.2°F	40	
Elastic Recovery, 50°F T-301 Specification	60%	
Float Test Sec	1200	

**Rejuvenating agent**

Flash Point COC F	380	
Viscosity	200	750
Saturate % by WT		30%
Asphaltenes %		1.0

**00715.20.1 add as follows - Scrub Seal Broom:**

(a) Supplier shall provide to the County a broom designed for use immediately following the application of the liquid asphalt emulsion sealer to the road surface. The broom shall be constructed for the purpose of forcing the emulsion sealer into the existing surface and distributing the emulsion sealer evenly over variable road surface contours.

(b) The scrub broom frame shall be constructed of metal. The scrub broom shall be attached to and pulled by the distributor truck. The scrub broom must be equipped with the means to mechanically raise and lower the scrub broom off and onto the road surface at designated points of completion and start up. It shall be towable in the elevated position to the next area of construction. The weight and configuration of the broom assembly shall be such that it does not squeegee the emulsion sealer off the roadway surface.

(c.) The main body of the broom shall be a minimum of 6'-9" wide and 8'-0" long. The maximum width of the rigid frame at any point shall not exceed 8'-0". The length shall not exceed 10'-0". The nearest and furthest members paralleling the back of the spreader truck, and diagonal members shall be equipped with street brooms. The leading member and the trailing member shall have broom heads angled at approx. 15 degrees off the centerline of the supporting member. The diagonal members shall have broom heads attached in line with the centerline of the supporting member. Each individual street broom attached to the scrub broom assembly shall be 3.5" W x 6.5" H x 16" L and have stiff, nylon bristles. Bristle height is to be maintained at a minimum of 5". The scrub broom shall be equipped with a minimum of 2 hinged wing assemblies attached to the main body not to exceed 4' - 6' (ft) in total per side, with diagonals and equipped with street brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for maximum of 14' (ft) but to maintain the scrubbing process evenly as contours and cross-sections change across the existing road surface.

(d) Supplier shall verify the scrub broom has appropriate adjustments to maintain uniform contact across the pavement, creating a 4 to 6 in. wave of emulsion ahead of each of the broom sections (front, middle, and rear). The emulsion must be retained within the area contacted by the brooms and not squeegeed off the pavement surface.

(e) The Contractor to provide a ground person walking alongside the scrub broom in radio contact with the distributor truck operator. The ground person is to inform the distributor truck operator on shot rate adjustment in order to produce the 4 to 6 in. wave

of emulsion in front of the brooms.

**NOTE:**

The supplier shall supply a scrub broom as described for the purpose of scrubbing the Polymer Modified Rejuvenating Emulsion. If the supplier fails to supply the scrub broom specified, the project may be shut down until the supplier supplies the required equipment fully equipped for operation.

**00715.41 Aggregate Surfaces** delete “bring old bases and foundations, constructed by others, to the applicable condition according to Section 00610 , and within 0.04 foot of established grade and Cross Section.”

**00715.42 Sequence of Operations and Application Rates** Delete section and replace with the following:

1. Initial Lift – Scrub Seal - Place initial lift of **PMRE scrub seal at an approximate shot rate of 0.42 gallons per SY with Scrub Seal brush**. Adjust as required to produce the rolling wave to fill cracks. Place chips at 26 lbs. per SY. Allow to cure as required.
2. Place first or second lift of polymer-modified emulsion (**PMCRS-2H**) at **0.45 to 0.48 shot rate**. Contractor to truck and spread chip rock (county provided), roll, sweep, install temporary centerline markers (25' -30' on short radius, 30-40' on long radius and tangents), and **fog seal** (see specials for Yamhill Co. required properties) with asphalt emulsion **diluted 50/50 at a 0.12 to 0.13 shot rate**. See Exhibit D for approximate road segments and county provided stockpile locations.

**00715.80 Measurement:** Delete verbiage in section. Add Measurement to be S.Y. accepted and in place.

**00715.90 Payment:** The accepted quantities of Work performed under this Section will be paid for all materials in place per Square Yard (**both lifts paid as a single SY measurement – Fog Seal measured separately**).

Payment includes providing and spraying emulsions for both lifts, placing County provided chip rock both lifts, rolling and sweeping both lifts, and placing temporary markers (Stick N Stomps).

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

No separate or additional payment will be made for preparing the road surface, placing material in final position, or blading and brooming.

## **SECTION 00800 - MASTIC SURFACE TREATMENT ONYX OR APPROVED EQUAL**

Not Standard ODOT Specification

### **1.0 DESCRIPTION**

Apply a mixture of asphalt emulsion, mineral aggregate, water, and other additives spray applied on a prepared surface as specified in the Contract Documents.

<b>BID ITEM</b>	<b>UNITS</b>
Mastic Surface Treatment	Gallons or Pounds per Square Yard

### **1.1 REFERENCES**

#### **A. AASHTO Standards**

- a. AASHTO R 5: Selection and Use of Emulsified Asphalts
- b. AASHTO T 11: Materials Finer Than 75 µm (No. 200) Sieve in Mineral Aggregate
- c. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates
- d. AASHTO T 308: Determining the Asphalt Binder Content of Hot-Mix Asphalt (HMA) by the Ignition Method.
- e. AASHTO T 49: Penetration of Bituminous Materials
- f. AASHTO T 59: Standard Method of Test for Emulsified Asphalts

#### **B. ASTM Standards**

- a. ASTM D2397: Standard Specification for Cationic Emulsified Asphalt
- b. ASTM D 6934: Residue by Evaporation of Emulsified Asphalt
- c. ASTM D 6937: Determining Density of Emulsified Asphalt
- d. ASTM E 303-93: Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
- e. ASTM E 1911: Measuring Paved Surface Frictional Properties Using the Dynamic Friction Tester

#### **C. ISSA Specifications and Guidelines**

a. International Slurry Seal Association (ISSA) Specifications and Guidelines

**2.0 MATERIALS**

**2.1 Cationic Emulsified Asphalt**

<b>Table 1: CSS-1HH - Emulsified Asphalt</b>			
<b>Test Method</b>	<b>Standard</b>	<b>Min</b>	<b>Max</b>
Viscosity, Saybolt Furol at 77°F, seconds	T-59 / D244	15	100
Particle Charge Test In case of inconclusive particle charge, material having a maximum pH value of 6.0 will be acceptable as a CSS -1HH type	T-59 / D244	Positive	--
Sieve %	T-59	0	0.1
Residue by Distillation, percent	T-59	57	--
Penetration at 77° F, 100 g, 5 seconds (Test on Residue from Distillation)	T-49 / D-5	40	90

**2.2 Aggregate**

- A. Use aggregate that is clean and free from organic matter or other detrimental substances
- B. Ensure the aggregate meets requirements in table below

<b>Table 2: Aggregate</b>			
<b>Physical Properties (a)</b>			
<b>Criterion</b>	<b>Standard</b>	<b>Min</b>	<b>Max</b>
Water Absorption, percent	T 84	--	4
<b>Gradation (b)</b>			
<b>Sieve</b>	<b>Standard</b>	<b>Master Grading Band Limits Percent Passing</b>	<b>Target Tolerance</b>
No. 8	C136	100	
No. 16	C136	80 – 100	
No. 30	C136	75 – 100	+/- 5
No. 60	C136	50 – 85	+/- 5
No. 100	C136	40 – 65	+/- 5
No. 200	C117	25 – 65	+/- 5
a) Perform physical property tests on aggregates that are received before blending into sealer.			

b) Includes all mineral components

C. Mixture containing a minimum of 25 percent aggregate, by weight of wet mix.

**2.3 Mix Design.**

Develop and submit the job mix formula to the Agency for review and approval a minimum of 10 working days prior to applying the mastic surface treatment. Mix acceptance will be subject to satisfactory field performance and testing performed by the Agency, as needed, to verify compliance with the approved mix design.

- A. Polymers, clays, and other additives may be used at the central plant, as necessary, to achieve mix design performance
- B. Required minimum latex content by weight shall be 2% by weight of wet mix
- C. The central plant shall use water that is clean, and free from salts and deleterious
- D. Ensure the Mastic meets requirements in table below

<b>Table 3: Asphalt Mastic</b>			
<b>Test</b>	<b>Standard</b>	<b>Min</b>	<b>Max</b>
Wet-Track Abrasion Loss (3 day soak), g/m <sup>2</sup> (a) & (b)	ISSA TB 100 D3910	--	80
Asphalt content by Ignition Method, percent	AASHTO T 308	30	--
<b>NOTES</b> (a) Use the modified method to account for realistic application depth and fine emulsion mixture. (b) Use mastic formula as proposed before the addition of the coarse aggregate fraction			

**2.4 Production and Field Sample Testing**

<b>Table 4: Manufacturing and Field Sample Testing</b>			
<b>Asphalt Mastic – Manufacture &amp; Field Samples</b>			
<b>Test</b>	<b>Standard Method</b>	<b>Min</b>	<b>Max</b>
Solids content by evaporation	T-59*	48%	--
Asphalt content by Ignition Method, percent	T 308**	30%	--
Rotational Viscosity @ 20 RPM / RV spindle (cPs) @ 25 C	ASTM D2196 ***	800	4000
* T-59 sample shall be dried to a state where measurements taken 20 minutes apart do not change indicate ** Sample size should be reduced to achieve asphalt quantity Important! This test should be performed on a completely dry sample *** Perform within 7 days of sampling			

Provide certified test results for the combined aggregate and the mix in the design submittal. Also, include any adjusted requirements for the CSS-1HH.

**3.0 CONSTRUCTION REQUIREMENTS**

**A. Mixing.** Mix the aggregates, emulsified asphalt, water, and additives at a central mixing plant. Proportion all materials used in the mix by volume or weight utilizing the mix design approved by the Agency. Store the mastic surface treatment in a job site storage tank with a full sweep agitator capable of producing a homogeneous mixture and with the capacity to contain the entire transport load. Do not allow the temperature of the mix to fall to 32°F or less.

Provide individual volume or weight controls for proportioning each item to be added to the mix. Calibrate and mark each material control device. Locate the devices to be accessible for ready calibration, and place so the Agency can determine the amount of each material used at any time. Provide the Agency a certification showing the weight, gallons and temperature of mastic surface treatment in each transport load.

**B. Surface Preparation.** Immediately before applying the mastic surface treatment, thoroughly clean the surface of the roadway of all foreign material. Do not apply the mastic surface treatment if the roadway is wet.

**C. Pre-Treatment -** Apply a dilute adhesion promoter to the existing pavement surface at a rate of 0.023 to 0.030 gallons per square yard using a method approved by the Agency. Use a product that is supplied or approved by the mastic manufacturer and diluted per the manufacturer's recommendation.

**D. Protection of Adjacent Structures.** Protect the surfaces of all structures and other roadway appurtenances from damage or splatter of the mastic surface treatment. Restore any damaged or splattered appurtenances to their original condition at own expense.

**F. Application of Mastic Surface Treatment.** Uniformly apply the mastic surface treatment as shown in the Contract Documents. Maintain a homogenous mix conforming to the approved job mix formula as the mix is delivered to the job site and applied. Do not dilute the mix in the field with water or any other additives except as directed by the mastic manufacturer and approved by the Agency.

- a. Storage tank with full sweep agitation, hydraulic system, operator controls, pumping system with multiple pumps, material filters and a spray bar capable of applying a full lane width.
- b. Sufficient available power to operate the full spray system and the agitation system at the same time.
- c. System allowing the measurement and calculation of application rates.
- d. Pumps engineered to allow the system to handle fine aggregate materials.
- e. Pumps equipped with primary filter prior to the pumps and allow for a secondary filter system (if needed and capable) for fine post pump filtration of the material.
- f. Spray bar sized with volumetric capacity to dampen any possible pressure ripples by providing even pressure to all spray tips and capable of height adjustment during application process or as needed.
- g. Monitor the Mastic Treatment application and the condition and operation of the distributor equipment by using a qualified ground foreman with regular two-way radio communication to the distributor for maintaining application continuity and quality.
- h. Apply the mastic surface treatment utilizing one pass of the distributor supplying a total application rate of 0.25 to 0.42 gallons per square yard (2.5 – 5.25 pounds per square yard) at the spray temperature.
- i. Allow two pass applications of mastic surface treatment if needed for consistent surface texture needs and as required by Agency, mastic manufacturer or technology provider to maintain high quality in place final surface.
- j. At the beginning of each spread, start the application on a strip of building paper, approximately 3 feet in width and 1 foot longer than the spray bar. If the spray cut-off is not positive, use paper at the end of each spread. Remove and dispose of the paper in a satisfactory manner. The distributor shall be moving

forward at proper speed when the spray bars are opened, unless the distributor is equipped to apply the specified rates from a standing start. Correct any skipped areas or deficiencies. Construct junctions (joints) of spreads to obtain a smooth riding surface. Alternative methods of constructing junctions may be approved by the Agency.

- k. Regulate the distribution of the mix to obtain a uniform application. Frequently check and adjust the angle of the spray nozzles and the height of the spray bars to obtain uniform distribution. If the spray bars rise as the load is removed, contributing to drilling and streaking, modify the distributor to maintain a constant spray bar height. Immediately stop distribution should any nozzle malfunction. Correct any deficiency before distribution is resumed.

#### **G. Treatment of Adjacent Areas.**

**H. Curing.** Provide adequate means to protect the mastic surface treatment from damage by traffic until the mix has cured sufficiently. Allow the mix to cure so as to not adhere to or be picked up by the tires of vehicles. Allow traffic on the surface once the mix has cured.

**I. Weather Limitations.** Do not place the mastic surface treatment when the ambient air temperature is less than 50°F, or the weather is foggy or raining, and the temperature is forecasted to go below 32°F within 24 hours following the placement.

**K. Observation Period.** The Agency (if needed with the Contractor) will inspect the mastic surface treatment 30 days after work is completed on the mastic surface treatment. Agency will inspect the mastic surface treatment between March 1 and April 1 the following year. Repair areas where there is no mastic surface treatment in place (bare areas) as directed by the Agency:

- a. In 5% the wheel paths; and
- b. Individual areas  $\geq$  10 square yards;
- c. Where the total square yards of bare areas is greater than 5% of the total square yards of the mastic surface treatment.

#### **4.0 MEASUREMENT AND PAYMENT**

**A.** The Agency will measure mastic surface treatment by the square yard.

**B.** Payment for "Mastic Surface Treatment" at the contract unit price is full compensation for the specified work.

**EXHIBIT C  
CERTIFICATION & ACKNOWLEDGMENT FORM**

The undersigned bidder hereby represents as follows:

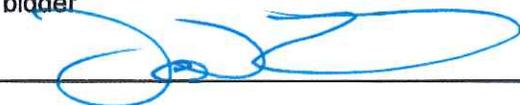
1. That this bid is made without connection with any person, firm or corporation making a bid for the same material and is in all respects fair and without collusion or fraud. And that the bidder has complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.
2. That the bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
3. I also certify that as a part of my bid the applicable provisions of ORS 279A, 279B, 279C, and more specifically 279C.530 shall be complied with.

BID SUBMITTED BY:

Name of Bidder: Sierra Santa Fe Corporation  
Contractor's Registration Number and Expiration Date: 144238 - 6/16/2024  
Worker's Comp. Insurance Company: Washington State Labor and Industries  
Worker's Comp. Policy Binder Number: 532,223-03  
Federal Tax Identification Number: 91-1736450  
Name of Authorized Agent (Please print or type): David Zimmerly

Check appropriate box below:

- ( ) Bidder is a resident bidder as defined under ORS 279A.120\*
- (x) Bidder is a non-resident bidder

Signature of Authorized Agent:   
Title: President  
Business Address of Bidder: 6110 N. 20th St, Ridgefield, WA 98642  
Phone Number: (360) 887-2222 Date: 4/9/2024

Bidder is a resident bidder as defined in ORS 279A.120\* \_\_\_\_\_ Yes   x   No

Proposals shall be submitted in a sealed envelope plainly marked "Yamhill County 2024 Chip Seal Project" with the name and address of the bidder.

Signed:  Title: President

\* "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".

**EXHIBIT A  
BID PROPOSAL**

**YAMHILL COUNTY 2024 CHIP SEAL PROJECT**

The undersigned having examined the Specifications and Contractual requirements and being satisfied as to all conditions to be encountered, hereby proposes to furnish all materials, labor, tools, equipment and services to perform all work necessary to complete this project in accordance with the bid schedule or schedules, and all other Contractual Documents. It is acknowledged that the documents enclosed are hereby incorporated by reference and upon award shall become part of the contract between the undersigned and Yamhill County. The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material and is in all respects fair and without collusion or fraud.

**SCHEDULE OF CONTRACT PRICES**

Payment for work done under this contract will be made at the Total price listed below.

**SCHEDULE OF ITEMS**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	Mobilization (All Segments 1-12)	LS	1	<u>\$30,908.70</u>	<u>\$30,908.70</u>
2	Temp. Work Zone Traffic Control (All Segments 1-12)	LS	1	<u>\$46,053.00</u>	<u>\$46,053.00</u>

**Road Segments 1-9 Single Chip (apply oil, place chip (YC provided) and Fog Seal**

No.	Road Name	FC	Begin	End	Length (FT)	Ave Width
<b>Single Chip &amp; Fog Seal</b>					Miles	18.33
1	Rock Creek Rd (PCI 75)	C	Hwy 18	MP2	10,595.0	20.0
2	Loganberry Lane (PCI 74)	R	End 92' E-9	Hwy 18	15,412.0	20.5
3	Latham Road (PCI 61)	R	Grauer	Muddy Valley	11,722.0	22.00
4	Oldsville Rd (PCI 69)	R	Hwy 18	Hwy 18	12,862.0	18.5
5	Broadmeade Rd (PCI 83)	C	Hwy 153	Sanders Rd	7,888.0	20.0
6	Perrydale Rd (PCI 73)	R	Polk Co.	Hwy 99	8,841.0	21.0
7	Neck Road (PCI 89)	R	Wallace Rd	End of Pavement	16,790.0	18.0
8	Stringtown Road (PCI 84)	A	State Hwy 221	Webfoot	7,626.0	20.0
9	Stockhoff Road (PCI 89)	R	Hwy 154	Starr Quarry	5,060.0	20.0
<b>Subtotal for Single Chip</b>					<b>96,796.0</b>	

3.	Shoot Emulsified Asphalt and Place Aggregate Surface Treatment (Segments 1-9) (0.45-0.48 Shot Rate) (County Provided Chip Rock)	SY	213,671	<u>\$1.80</u>	<u>\$384,607.80</u>
4	Emulsified Asphalt in Fog Coat (0.12-0.13 Shot Rate)	SY	213,671	<u>\$0.50</u>	<u>\$106,835.50</u>

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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**Road Segment 10 Single Chip North Bound Lane (NB), apply oil, place chip (YC provided)**

**and Mastic Surface Seal (Onyx or equal), Southbound Lane Mastic Surface Seal Only (Onyx or equal)**

No.	Road Name	FC	Begin	End	Length (FT)	Ave Width
10	Webfoot Road (PCI 72)	A	Stringtown Rd	Palmer Creek	5,073.0	20.0

5	Shoot Emulsified Asphalt and Place Aggregate Surface Treatment (Segment 10 NB Lane Only) (0.45-0.48 Shot Rate) (County Provided Chip Rock)	SY	5,637	\$1.90	\$10,710.30
6	Mastic Surface Seal – Onyx or equal NB & SB lanes -See 00760 specification (0.30-0.32 Shot Rate on Existing AC) (0.35-0.38 on Chip Rock)	SY	11,273	\$2.00	\$22,546.00

**Road Segment 11 Double Chip (apply oil, place chip (YC provided) and Fog Seal**

No.	Road Name	FC	Begin	End	Length (FT)	Ave Width
11	Briedwell Rd (PCI 63)	C	Riverbend Rd	Box #19050	10,398.0	20.00
11.1	Chip Patching		Misc	Locations	1,100.0	20.00

7.	Shoot Emulsified Asphalt and Place Aggregate Surface Treatment (Segment 11) (0.45-0.48 Shot Rate per layer) (County Provided Chip Rock)	SY**	23,107**	\$3.60	\$83,185.20
8	Emulsified Asphalt in Fog Coat (0.12-0.13 Shot Rate)	SY	23,107	\$0.50	\$11,553.50
9	Chip Patch prior to 1 <sup>st</sup> lift (0.55 Shot Rate on patch) (County Provided Chip Rock)	SY	2,444	\$2.00	\$4,888.00

\*\* Includes two lifts in unit measurement and price

**YAMHILL COUNTY  
2024 CHIP SEAL PROJECT  
ADDENDUM #2**

DATE: April 8, 2024  
 TO: All Interested Persons  
 FROM: Greg Haffner, Public Works Engineering Manager

The following additions, deletions, corrections and/or clarifications are made to the solicitation documents for this project. Any changes made by this Addendum replace only the portion of the words or paragraphs specifically mentioned herein and the balance of the solicitation document remains the same and in full force. It is the responsibility of the bidders to conform to this Addendum. **All Bidders shall acknowledge receipt of this Addendum on "Section I – Bid Proposal Form.** All questions regarding this addendum should be directed to Greg Haffner at 503-434-7365. Email haffnerg@Yamhillcounty.gov

**EXHIBIT C – CERTIFICATION & ACKNOWLEDGEMENT FORM  
Page 22**

A. Replace page 22 with the revised form attached. New form corrects road width average:

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
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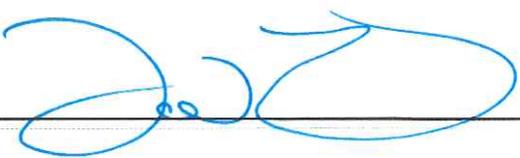
Road Segment 12 Apply Scrub Seal Oil, Place Medium Chip (YC provided) and Fog Seal

No.	Road Name	FC	Begin	End	Length (FT)	Ave Width
12	Westside Road (PCI 61)	A	Meadowlake	Moores Valley	17,272.0	<del>20.00</del>
<b>Subtotal for Scrub, Chip, and Fog</b>					17,272.0	24.00

10	Place Scrub Seal Emulsion PMRE, (0.42 Initial Shot Rate) place chip, broom, cure Place 2 <sup>nd</sup> lift, Std. PMCRS-2H (0.45-0.48 Shot Rate), place County provided chip rock, broom	SY	46,060 <del>35,000</del>	\$4.20	\$193,452.00
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11	Emulsified Asphalt in Fog Coat CSS-1H (0.12-.13 Shot Rate)	SY	46,060 <del>35,000</del>	\$0.50	\$23,030.00
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**TOTAL BID (Items 1-11)** \$917,770.00

Bidder Signature:  Date: 4/9/2024

**YAMHILL COUNTY  
2024 CHIP SEAL PROJECT  
ADDENDUM #1**

DATE: April 25, 2024  
TO: All Interested Persons  
FROM: Greg Haffner, Public Works Engineering Manager

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The following additions, deletions, corrections and/or clarifications are made to the solicitation documents for this project. Any changes made by this Addendum replace only the portion of the words or paragraphs specifically mentioned herein and the balance of the solicitation document remains the same and in full force. It is the responsibility of the bidders to conform to this Addendum. **All Bidders shall acknowledge receipt of this Addendum on "Section I – Bid Proposal Form."** All questions regarding this addendum should be directed to Greg Haffner at 503-434-7365. Email [haffnerg@yamhillcounty.gov](mailto:haffnerg@yamhillcounty.gov)

**EXHIBIT C – CERTIFICATION & ACKNOWLEDGEMENT FORM  
Page 25**

A. Replace page 25 with the revised form attached. New form corrects year at bottom of page:

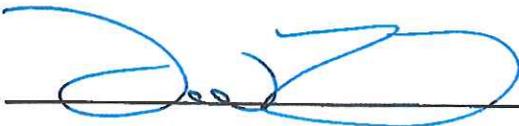
Signature of Authorized Agent: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business Address of Bidder: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder is a resident bidder as defined in ORS 279A.120\*  Yes  No 2024

Proposals shall be submitted in a sealed envelope plainly marked "Yamhill County ~~2023~~ Chip Seal Project" with the name and address of the bidder.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

\* "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".

Bidder Signature:  \_\_\_\_\_ Date: 4-9-24

**EXHIBIT C  
CERTIFICATION & ACKNOWLEDGMENT FORM**

The undersigned bidder hereby represents as follows:

1. That this bid is made without connection with any person, firm or corporation making a bid for the same material and is in all respects fair and without collusion or fraud. And that the bidder has complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.
2. That the bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.
3. I also certify that as a part of my bid the applicable provisions of ORS 279A, 279B, 279C, and more specifically 279C.530 shall be complied with.

**BID SUBMITTED BY:**

Name of Bidder: Sierra Santa Fe Corporation  
Contractor's Registration Number and Expiration Date: 144238 - 6/16/2024  
Worker's Comp. Insurance Company: Washington State Labor and Industries  
Worker's Comp. Policy Binder Number: 532,223-03  
Federal Tax Identification Number: 91-1736450  
Name of Authorized Agent (Please print or type): David Zimmerly

Check appropriate box below:

- ( ) Bidder is a resident bidder as defined under ORS 279A.120\*
- (x) Bidder is a non-resident bidder

Signature of Authorized Agent:   
Title: President  
Business Address of Bidder: 6110 N. 20th St. Ridgefield, WA 98642  
Phone Number: (360) 887-2222 Date: 4/9/2024

Bidder is a resident bidder as defined in ORS 279A.120\*  Yes  No

Proposals shall be submitted in a sealed envelope plainly marked "Yamhill County 2024 Chip Seal Project" ~~with the name and address of the bidder.~~

Signed:  Title: President

\* "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder".



# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

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

Andrew Choruby; Brent Olson; Casey Geske; Chloe Lyons; Christopher A Reburn; Gail A Price; Gloria Bruning; J Patrick Dooney; Joel Dietzman;  
Justin Cumnock; Leticia Romano; Philip O Forker; Richard W Kowalski; Sterling Drew Roddan; Vicki Mather

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

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

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

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

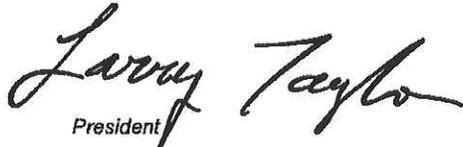
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

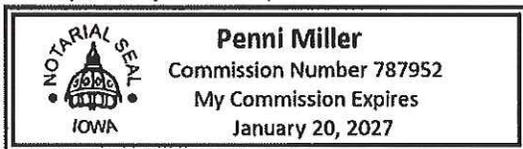


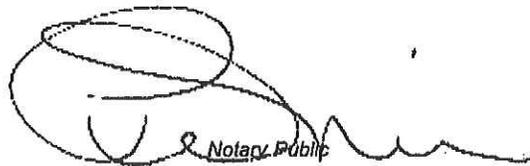
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of April, 2024.



  
Secretary

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**Project Name:** Yamhill County 2024 Chip Seal Project

**Project Type:** Chip Seal

**County:** Yamhill

**Bid Opening Date and Time:** April 10th, 2024 - 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

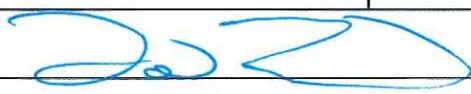
**FIRST-TIER SUBCONTRACTORS**

<b>Firm Name</b> Albina Asphalt	<b>Dollar Amount</b>
<b>Category of Work</b> Distribution of Emulsion	\$31,500.00

<b>Firm Name</b> Janke Trucking	<b>Dollar Amount</b>
<b>Category of Work</b> Dump Trucks	\$31,500.00

<b>Firm Name</b>	<b>Dollar Amount</b>
<b>Category of Work</b>	

<b>Firm Name</b>	<b>Dollar Amount</b>
<b>Category of Work</b>	

**Form submitted by:**  
**Name of Bidder:** David Zimmerly 

**Email Address:** DZ@SierraSantaFe.com

**Phone no.:** (360) 887-2222

B.O. 24-124  
Exhibit B.