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## CONSTRUCTION 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, hereinafter referred to as the “County”, and **Hicks Striping and Curbing LLC**, an Oregon corporation whose Federal Employer Identification No. is **91-1796826**, hereinafter referred to as the “Contractor”.

### RECITALS

WHEREAS, The County requires the services of a construction services contractor for the 2024 Highway Striping Services (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 **October 31, 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 \$200 (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 a sum not to exceed **\$359,610.35**. 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 Road List to be striped, 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, Engineering Manager 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 January 1, 2024.
  - Prevailing Wage Rates Apprenticeship Rates issued April 5, 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: Hicks Striping and Curbing, LLC  
ATTN: Robert Fredrickson  
3720 Brooklake Rd. NE  
Salem, OR 973063  
Robert@Hicksstriping.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**

**YAMHILL COUNTY**

  
Signature

Ira Simeoni  
Name (printed)

G.M  
Title

8/02/24  
Date

DocuSigned by:  
Lindsay Berschauer  
8E58DDAC84AB478...  
Chair, LINDSAY BERSCHAUER

DocuSigned by:  
Mary Starrett  
8E58DDAC84AB478...  
Commissioner, MARY STARRETT

DocuSigned by:  
Kit Johnston  
8E58DDAC84AB478...  
Commissioner, KIT JOHNSTON

8/20/2024  
Date

APPROVED AS TO FORM:

Signed by:  
By: Jodi Gollehon  
1B2A1369424542B...  
JODI GOLLEHON, ASSIST. COUNTY COUNCIL II

APPROVED AS TO CONTENT:

By: Mark Lago  
MARK LAGO, PUBLIC WORKS DIRECTOR

**Approved by the BOC on:  
08/15/2024**

**via Board Order No.:24-253**

**EXHIBIT G**  
**SPECIFICATIONS**

**1.01.1 Striping Services:** To contract with a qualified highway striping firm to supply all paint and materials (ODOT approved) necessary to apply centerline (skip and no-pass) and fog-lines on 120 county roads. The successful proposer shall comply with the Oregon Standard Specifications for Construction 2021. Agency will be Yamhill County, rather than ODOT for this contract. Sections of the Oregon Standard Specifications Manual to be utilized include the General Provisions (100's), and Sections of 00850 and 00860. No marking plans will be provided. All of the striping work will be a single coat application over existing striping on paved roads (See Exhibit H) for the 120 roads to be striped. No primer work is required. Striping is allowed until October 31<sup>st</sup> if weather permits. All striping work is to be completed by October 31<sup>st</sup>, 2024.

Application rates for estimated bids were based on 17 gallons per mile of 4" stripe. Total beads were estimated at 5 pounds per gallon of paint to be applied.

**Measurement and Payment:** As noted in the bid tabulation form Exhibit A, the yellow paint application will be measured by the centerline mile of roadway to be stripped. No measurement of 4" stripe length will be measured. White fog line paint will be measured by each side of the roadway stripped. Example: A roadway 1 mile long as measured along centerline, with no side roads will have 2 miles of fog line as the measurement for payment. The fog line will be measured on both sides of the roadway.

**1.01.2 Liquidated Damages:** Striping contract work not completed by October 31<sup>st</sup>, 2024 shall be subject to liquidated damages of \$200 per workday until striping work resumes.

## EXHIBIT H

### 2024 HIGHWAY STRIPING SERVICES - ROAD LIST

NO	ROAD NAME	BEGIN	END	Y	CL MILES	W	CL MILES
1	GRAND RONDE RD	POLK CO LINE	END	X	1.8	X	0.25
2	FORT HILL RD	POLK CO LINE	WILLAMINA CREEK RD	X	5.5		
3	WILLAMINA CREEK RD	HWY18B	EAST CREEK RD	X	6.9	X	6.2
4	COAST CREEK RD	WILLAMINA CREEK RD	GILBERT CREEK RD	X	1.2	X	1.2
5	GILBERT CREEK RD	COAST CREEK RD	BLM	X	3.0		
6	BUCK HOLLOW RD	WILLAMINA CREEK RD	ROCK CREEK RD	X	1.4		
7	MILL CREEK RD	RR TRACKS (SHERIDAN)	HARMONY RD	X	2.0	X	0.3
8	HARMONY RD	MILL CREEK RD	POLK CO LINE	X	0.5		
9	RED PRAIRIE RD	MILL CREEK RD	POLK CO LINE	X	1.0	X	1.0
10	CHERRY HILL RD	HWY 18B	END	X	2.0	X	2.0
11	GOPHER VALLEY RD	HWY 18	END	X	6.2		
12	GRAUER RD	GOPHER VALLEY RD	GOPHER VALLEY RD	X	1.3		
13	DEJONG RD	CHRISTENSEN RD	POLK CO LINE	X	1.8	X	1.8
14	CHRISTENSEN RD	HWY 18	BELLEVUE HWY	X	3.4		
15	DELASHMUTT LN	BELLEVUE HWY	HWY 18	X	3.3		
16	MCCABE CHAPEL RD	OLDSVILLE RD	MASONVILLE RD	X	1.5		
17	MASONVILLE RD	HWY 18	MUDDY VALLEY RD	X	4.1		
18	MUDDY VALLEY RD	MASONVILLE RD	HWY 18	X	5.4		
19	YOUNGBERG HILL RD	MASONVILLE RD	PEAVINE RD	X	1.8		
20	PEAVINE RD	OLD SHERIDAN RD	END	X	6.9	X	6.9
21	OLD SHERIDAN RD	CYPRESS LN	MASONVILLE RD	X	2.0		
22	HILL RD SOUTH	2ND ST	PEAVINE RD	X	1.6	X	1.6
23	BOOTH BEND RD	HWY 18 OVERPASS	END	X	1.8		
24	BAKER CREEK RD	TRAFFIC CIRCLE	END	X	6.7	X	6.7
25	HIGH HEAVEN RD	BAKER CREEK RD	END	X	0.8		
26	WILLIS RD	BAKER CREEK RD	END	X	3.8		
27	HILL RD NORTH	BAKER CREEK RD	END	X	1.0		
28	DONNELLY LN	HILL RD NORTH	WESTSIDE RD	X	1.6		
29	POVERTY BEND RD	WESTSIDE RD	HWY 47	X	2.2		
30	SITTON RD	WESTSIDE RD	HILL RD NORTH	X	1.0		
31	SHELTON RD	WESTSIDE RD	MEADOW LAKE RD	X	2.0		
32	MEADOW LAKE RD	CUNNINGHAM ST	BLM	X	9.0	X	7.0
33	PANTHER CREEK RD	MEADOW LAKE RD	END	X	3.2		
34	MOORES VALLEY RD	WESTSIDE RD	END	X	3.0		
35	OAK RIDGE RD	MOORES VALLEY RD	END	X	3.6	X	3.6
36	KUYKENDALL RD	MOORES VALLEY RD	PIKE RD	X	1.0		
37	PIKE RD/TURNER CREEK RD	HWY 47	END	X	7.2	X	3.3
38	GERRISH VALLEY RD	PIKE RD	END	X	1.2		
39	BISHOP-SCOTT RD	PIKE RD	END	X	1.7		
40	ADCOCK RD	PIKE RD	END	X	1.5		
41	BONY RD	ADCOCK RD	HWY 47	X	0.7		
42	STILLERS MILL RD	HWY 47	HWY 240	X	0.7		
43	RUSSELL CREEK RD	HWY 47	END	X	2.0		
44	PHILLIPS RD	HWY 47	END	X	1.4		
45	OLSON RD	HWY 47	END	X	3.6		
46	FLETT RD	HWY 47	SPRINGHILL RD	X	1.4	X	1.4
47	SPRINGHILL RD	WASH CO LINE	ALBERTSON RD	X	1.7	X	1.7
48	NORTH VALLEY RD	ALBERTSON RD	HWY 219	X	6.5	X	6.5
49	LAUGHLIN RD	NORTH VALLEY RD	HWY 240	X	4.2		
50	WOODLAND LOOP RD	HWY 240	LAUGHLIN RD	X	4.0		
51	HENDRICKS RD	6TH ST (CARLTON)	ABBEY RD	X	3.5	X	3.5
52	KEUHNE RD	HWY 240	ABBEY RD	X	1.8	X	1.8
53	ABBEY RD	KUEHNE RD	LAFAYETTE CITY LIMITS	X	3.4	X	3.4
54	MINERAL SPRINGS RD	HENDRICKS RD	HWY 99W	X	4.0	X	4.0
55	HAWN CREEK RD	GUN CLUB RD	HWY 99W	X	1.2		

## 2024 HIGHWAY STRIPING SERVICES - ROAD LIST

NO	ROAD NAME	BEGIN	END	Y	CL MILES	W	CL MILES
56	ST JOSEPH RD	HWY 99W	ARNOLD LN	X	0.4		
57	DUNIWAY RD	STOLLER RD	END	X	1.7		
58	STOLLER RD	DUNIWAY RD	HWY 99W	X	1.4		
59	MCDUGALL RD	HWY 99W	HWY 99W	X	2.0		
60	BREYMAN ORCHARD RD	MCDUGALL RD	END	X	1.8	X	1.8
61	ARCHERY SUMMIT RD	BREYMAN ORCHARD RD	HWY 99W	X	1.8		
62	RIVERWOOD RD	HWY 99W	END	X	1.5		
63	KREDER RD	HWY 99W	HWY 18	X	1.0		
64	LAFAYETTE HWY	PARK DR	HWY 18	X	2.0	X	2.0
65	FLETCHER RD	LAFAYETTE HWY	8TH ST	X	1.0	X	0.8
66	FOSTER RD	FLETCHER RD	HWY 18	X	0.9		
67	CRUICKSHANK RD	HWY 18	HWY 233	X	1.0	X	1.0
68	AIRPORT RD	CRUICKSHANK RD	HWY 233	X	2.2		
69	STARR QUARRY RD	TELEGRAPH RD	HWY 233	X	2.5	X	2.5
70	WHITESON RD	HWY 99W	HWY 233	X	1.3		
71	BURNS RD	WHITESON RD	HWY 233	X	0.6		
72	WALNUT HILL RD	STARR QUARRY RD	LAFAYETTE HWY	X	3.0	X	3.0
73	HOODVIEW LN	LAFAYETTE HWY	EOLA HILLS RD	X	0.6		
74	EOLA HILLS RD	LAFAYETTE HWY	OLD BETHEL RD	X	6.3		
75	OLD BETHEL RD	AMITY RD	END	X	1.5		
76	MCKEE RD	HWY 99W	PERRYDALE RD	X	1.6		
77	HOPEWELL RD	LAFAYETTE HWY	POLK CO LINE	X	1.7	X	1.7
78	OAK RD	HOPEWELL RD	JERUSALEM HILL RD	X	1.5		
79	JERUSALEM HILL RD	HOPEWELL RD	OAK RD	X	1.0		
80	WHEATLAND RD	WALLACE RD	FERRY	X	1.0	X	1.0
81	WEBFOOT RD	LAFAYETTE HWY	PALMER CREEK RD	X	6.0		
82	KIMSEY RD	WEBFOOT RD	ALDERMAN RD	X	1.6		
83	FAIRVIEW RD	LAFAYETTE HWY	WALLACE RD	X	2.8		
84	GRAND ISLAND RD	WALLACE RD	GRAND ISLAND LOOP	X	2.7		
85	PALMER CREEK RD	LAFAYETTE HWY	WALLACE RD	X	2.2		
86	WORDEN HILL RD	RED HILLS DR (DUNDEE)	HWY 240	X	3.0		
87	WILLIAMSON RD/DUDLEY RD	HWY 240	END	X	1.5		
88	FAIRVIEW DR	WORDEN HILL RD	END	X	1.2		
89	FAIRVIEW DR/RED HILLS RD	WORDEN HILL RD	HWY 240	X	3.0		
90	STONE RD	HWY 240	NORTH VALLEY RD	X	0.9		
91	DOPP RD	HWY 240	END	X	2.6		
92	CALKINS LN	NORTH VALLEY RD	DOPP RD	X	2.7		
93	KINGS GRADE RD	NORTH VALLEY RD	BALD PEAK RD	X	3.6		
94	BALD PEAK RD	WASH CO LINE	HWY 219	X	6.0	X	6.0
95	MELOTT RD	BALD PEAK RD	END	X	1.0		
96	MOUNTAIN TOP RD	BALD PEAK RD	BELL RD	X	5.0	X	5.0
97	CHEHALEM DR	HWY 240	BALD PEAK RD	X	3.9	X	2.4
98	BELL RD	HWY 219	WASH CO LINE	X	3.0	X	3.0
99	MOUNTAIN HOME RD	BELL RD	WASH CO LINE	X	1.2		
100	LEANDER DR	BELL RD	WASH CO LINE	X	1.0		
101	CANTER LN	LEANDER DR	END	X	0.5		
102	QUARRY RD	BELL RD	HWY 99W	X	1.4		
103	BENJAMIN RD	500' NORTH OF HWY 99W	SPRINGBROOK RD	X	1.0		
104	SPRINGBROOK RD	BELL RD	NEWBERG CITY LIMITS	X	0.9		
105	KINCAID RD	SPRINGBROOK RD	SPRINGBROOK RD	X	0.5		
106	ZIMRI DR	BELL RD	NEWBERG CITY LIMITS	X	0.7		
107	ASPEN WAY	BELL RD	NEWBERG CITY LIMITS	X	1.3		
108	TANGEN RD	NORTH VALLEY RD	HWY 240	X	1.0	X	1.0
109	OLD YAMHILL RD	TANGEN RD	HWY 240	X	0.9		
110	SUNNYCREST RD	2ND WAY	RED HILLS RD	X	1.8		

## 2024 HIGHWAY STRIPING SERVICES - ROAD LIST

NO	ROAD NAME	BEGIN	END	Y	CL MILES	W	CL MILES
111	HIDDEN SPRINGS RD	FOX FARM RD	RED HILLS RD	X	0.7		
112	FOX FARM RD	SUNNYCREST RD	HWY 99W	X	1.0		
113	DAYTON AVE	HWY 99W	NEWBERG CITY LIMITS	X	1.4	X	1.4
114	WILSONVILLE RD	1000' NORTH OF HWY 219	CLACKAMAS CO LINE	X	6.0	X	6.0
115	RENNE RD	WILSONVILLE RD	CORRAL CREEK RD	X	0.6		
116	FERNWOOD RD	CORRAL CREEK RD	NEWBERG CITY LIMITS	X	0.5		
117	CORRAL CREEK RD	HWY 99W	PARRETT MOUNTAIN RD	X	4.7		
118	PARRETT MOUNTAIN RD	CORRAL CREEK RD	WASH CO LINE	X	3.0		
119	OLD PARRETT MOUNTAIN RD	HWY 99W	PARRETT MOUNTAIN RD	X	2.5		
120	HAUGEN RD	HWY 99W	PARRETT MOUNTAIN RD	X	2.0		

285.6

102.7

# Exhibit B

**PW 009**

## PRICING SUBMITTAL FORM

**Pricing Submittal Instructions.** Offerors shall enter pricing and other required information for all bid items listed in this Pricing Submittal Form. If this Pricing Submittal Form is replaced by a formal amendment issued via an Addendum, Offerors shall use the amended form to provide pricing and other required information. If the Pricing Submittal Form is only modified by an Addenda, Offerors shall follow the instructions in the Addenda for making modifications to the Pricing Submittal Form. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda may result in bid rejection as non-responsive.

**Unit Pricing.** The undersigned Offeror, having carefully examined the ITB, including the General Conditions, Drawings, Specifications, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the **2024 Highway Striping Services** for the unit prices for the different items of the work and materials to be furnished as follows:

ITEM NO.	ITEMS OF WORK AND MATERIALS	QTY	AMOUNT	UNIT BID	TOTAL BID
01	Centerline – Skip & No Pass	Miles	285.6	247.00	70,543.20
02	Single Fog Line	Miles	204.4	247.00	50,486.80
03	Yellow Traffic Paint	Gallons	8,234	17.65	145,330.10
04	White Traffic Paint	Gallons	3,475	18.35	63,766.25
05	Reflective Beads	Pounds	37,800	0.78	29,484.00

**TOTAL ITEMS 1 – 5: \$** 359,610.35

**OFFEROR NAME:**

Hicks Striping & Curbing, LLC

Contact Person: Robert Fredrickson

Telephone Number: (503) 364-4577

Email: robert@hicksstriping.com

Fax Number: (503) 364-4596

Federal ID Number: 91-1796826

**EXHIBIT B**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM**

(1) Pursuant to ORS 279C.370 and YCC 3.20.049.0360, Offerors are required to disclose information about certain first-tier subcontractors when the County estimates the contract value for a Public Improvement to be greater than \$100,000. Specifically, when the contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Offeror must disclose the following information about that subcontract in its bid submission or within two (2) working hours after closing:

- (a) The subcontractor's name,
- (b) Dollar value and,
- (c) The category of work that the subcontractor would be performing.

If the Offeror will not be using any subcontractors that are subject to the above disclosure requirements, the Offeror is required to indicate "NONE" on the Disclosure Form.

**THE COUNTY MUST REJECT AN OFFER IF THE OFFEROR FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.**

(2) An Offeror shall submit the disclosure form required by YCC 3.20.049.0360 either in its offer submission or within two (2) working hours after closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for contract award.

(3) The County shall obtain, and make available for public inspection, the disclosure forms required by YCC 3.20.049.0360. The County shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The County is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: 2024 Highway Striping Services

BID #: PW09 CLOSING: Date: 7/18/24 Time: 2:00 pm

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

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
<u>NONE</u>		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____

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

Form submitted by (Offeror name): Hicks Striping & Curbing, LLC

Contact name: Robert Fredrickson Phone no.: 503-364-4577

**EXHIBIT C  
CERTIFICATIONS & ACKNOWLEDGMENT FORM**

**CCB REQUIREMENTS**

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: 240403

EXPIRATION DATE OF CCB NO.: 4/28/26

**ASBESTOS ABATEMENT LICENSING REQUIREMENTS**

An asbestos abatement license under ORS 468A.720 will not be required of the contractor or its subcontractors.

**ADDITIONAL LICENSING REQUIREMENTS**

None

**RESIDENCY INFORMATION**

In determining the lowest responsive bid, the County shall apply the reciprocal preference as set forth in ORS 279A.120 and YCC 3.20.046.0300 – 3.20.046.0330 for a Nonresident Offeror.

"Resident Offeror" means an Offeror 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 County, and has stated in the bid whether the Offeror is a "resident Offeror". (ORS 279A.120(b))

"Nonresident Offeror" means an Offeror who is not a "Resident Offeror" as defined above.

a. Check one: Offeror is a:      Resident Offeror     ( ) Non-resident Offeror

b. If a Resident Offeror, enter your Oregon business address: 3720 Brooklake Rd NE  
Salem, OR 97303

c. If a Non-resident Offeror, enter state of residency and business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Check one: Offeror is a:      Corporation     ( ) Non-Profit Organization

**FOREIGN CONTRACTOR:** If the amount of the contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the contract. The County shall be entitled to withhold final payment under the contract until Contractor has met this requirement. (ORS 279A.120(3))

**CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS**

By my signature on the Offeror Signature Form, Exhibit D, I certify that I am authorized to act on behalf of Offeror in this matter and that Offeror 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.

**INSURANCE INFORMATION**

(1) The awarded contractor may employ workers, and if the awarded contractor employs workers, the awarded contractor must obtain and at all time keep in effect Workers' Compensation insurance. Offeror represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law through:

Carrier: Chubb Indemnity Policy No.: 54310092

(2) The awarded contractor must obtain and at all times keep in effect, Commercial General Liability insurance covering activities and operations of the awarded contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Offeror has obtained insurance required by this section through:

Carrier: Executive Risk Indemnity Policy No.: 54310091

(3) The awarded contractor must maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services awarded under this ITB. Automobile Liability Insurance coverage shall be sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Offeror has obtained insurance required by this section through:

Carrier: Federal Insurance Company Policy No.: 54310090

**ADDENDA ACKNOWLEDGEMENT**

(1) The County reserves the right to make changes to the Invitation to Bid and the resulting contract, by written Addenda, prior to the closing time and date. Addenda will be available at the address provided in Section B.4.1 of the ITB. The County is not responsible for an Offerors failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by the County and upon issuance are incorporated into the Invitation to Bid or the resulting contract.

(2) By Offeror's signature on the Offeror Signature Form, Exhibit D, Offeror ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

*If any Addenda are issued in connection with this ITB, Offeror has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.*

Addenda: No. 0 to No. 0 inclusive.

**CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

By my signature on the Offeror Signature Form, Exhibit D, I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that the contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

**CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS**

Pursuant to ORS 279C.505(2), the Offeror certifies by its signature on the Offeror Signature Form, Exhibit D, that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

- a) A written employee drug testing policy;
- b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis; and
- c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

If awarded a Public Improvement Contract as a result of this solicitation, the Offeror agrees that at the time of contract execution it shall represent and warrant to the County that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The County's performance obligation (which includes, without limitation, the County's obligation to make payment) shall be contingent on the contractor's compliance with this representation and warranty.

If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of contract execution, and as a condition to County's performance obligation (which includes, without limitation, the County's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

- a) Demonstrate to the contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- b) Require that the subcontractor's Subject Employees participate in the contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

#### **CERTIFICATION OF COMPLIANCE WITH OREGON PREVAILING WAGE LAWS**

By my signature on the Offeror Signature Form, Exhibit D, Offeror certifies that it will comply with the applicable requirements of ORS 279C.800 through 279C.870, and fully understands the provisions thereunder, including, but not limited to, the following:

- a) Each worker in each trade or occupation employed in the performance of this project, either by the contractor, subcontractor, or other person doing or contracting to do or contracting for the whole or any part of the work on the project, must be paid not less than the applicable prevailing wage rate.
- b) Pursuant to ORS 279C.836, the contractor must file a public works bond with a corporate surety in the amount of \$30,000.00 with the Construction Contractors Board before starting work under the contract.
- c) Pursuant to ORS 279C.845, the contractor, or the contractor's surety, and every subcontractor, or the subcontractor's surety, must file certified statements with the County in writing, on a form prescribed by BOLI, certifying:
  - a. The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed under the contract; and
  - b. That no worker employed under the contract has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.
- d) The County is required to withhold 25% of amounts to contractors if certified payrolls are not filed by the contractor as required for work performed under this contract.

#### **CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS**

By my signature on the Offeror Signature Form, Exhibit D, I certify that I am authorized to act on behalf of Offeror in this matter and that Offeror 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.

EXHIBIT D

OFFEROR SIGNATURE FORM  
by  
OFFEROR'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Offeror that:

- (1) He/she is a duly authorized representative of the Offeror, has been authorized by Offeror to make all representations, attestations, and certifications contained in this bid and all Addenda, if any, issued.
- (2) Offeror, acting through its authorized representatives, has read and understands all bid instructions, Specifications, Plans, terms and conditions contained in this bid document (including all listed attachments and Addenda, if any, issued).
- (3) The bid submitted is in response to the specific language contained in the ITB, and Offeror has made no assumptions based upon either (a) verbal or written statements not contained in the ITB or (b) any previously-issued ITB.
- (4) The County shall not be liable for any claims or be subject to any defenses asserted by Offeror based upon, resulting from, or related to, Offeror's failure to comprehend all requirements of the ITB.
- (5) The County shall not be liable for any expenses incurred by Offeror in preparing and submitting its offer or in participating in the offer evaluation/selection process.
- (6) The Offeror agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI), or when applicable, the Davis-Bacon Act (40 U.S.C. 3141 to 3148), regarding prevailing wage rates.
- (7) No officer, agent, or employee of Yamhill County has a financial interest in this response, and the offer was prepared independently from all other Offerors, and without collusion, fraud, or other dishonesty.
- (8) Offeror agrees to be bound by and comply with all requirements, Specifications, Plans, terms and conditions contained in this bid (including all listed attachments and Addenda, if any, issued).
- (9) Offeror will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting contract upon award.
- (10) Offeror certifies, to the best of its knowledge and belief that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency.
- (11) Offeror certifies that it has not and will not discriminate against a subcontractor in the awarding of a subcontractor because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
- (12) Offeror represents and warrants that Offeror has the power and authority to enter into and perform the contract and that the contract, when executed and delivered, shall be a valid and binding obligation of the contractor enforceable in accordance with its terms.
- (13) All affirmations and certifications contained in this bid response are true and correct.

Offeror Business Name: Hicks Striping & Curbing, LLC

Federal Employer Identification No.: 91-1796826

Name and Title of Duly Authorized Representative: Ira Simeral - General Manager

Authorized Signature: 

Date: 7/17/2024

## NORTH CAROLINA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

State of North Carolina }

County of Mecklenburg }

I, Ashley Brisbon, Notary Public, do hereby certify that Billy Miller  
[Name of Individual(s) Whose Acknowledgment is Being Taken] personally appeared before me  
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 11th day of July, 2024.

(Official Seal)

  
\_\_\_\_\_  
Official Signature of Notary

Ashley Brisbon  
Notary's Printed or Typed Name

Notary Public

My Commission Expires: 11/18/2026

ASHLEY BRISBON  
Notary Public, North Carolina  
Mecklenburg County  
My Commission Expires  
November 18, 2026

**BID BOND**

**Harco National Insurance Company**  
**4200 SIX FORKS ROAD, SUITE 1400, RALEIGH, NC 27609**

KNOWN ALL BY THESE PRESENTS, That we, Hicks Striping and Curbing, LLC, as Principal, and Harco National Insurance Company, as Surety, are held and firmly bound unto Yamhill County, Oregon, as Obligee, in the sum of Ten Percent of Amount Bid Dollars ( 10% of Amount Bid ) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

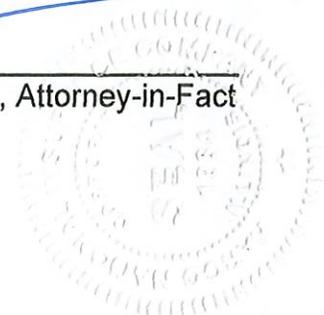
WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for 2024 Highway Striping Services ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of July, 2024.

Hicks Striping and Curbing, LLC  
(Principal)  
By: [Signature]

Harco National Insurance Company  
By: [Signature]  
Ethan Spector, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

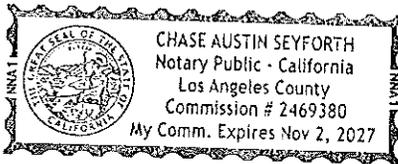
On JUL 09 2024 before me, Chase Austin Seyforth, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared Ethan Spector
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

- Signer's Name
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

- Signer's Name
Corporate Officer—Title(s)
Partner Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other

Signer Is Representing

Signer Is Representing

**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

D. GARCIA, TIMOTHY J. NOONAN, SANDRA CORONA, ETHAN SPECTOR, JENNIFER G. OCHS, SARAH CAMPBELL, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ERIN BROWN, SIMONE GERHARD, JAREN A. MARX, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY  
County of Essex

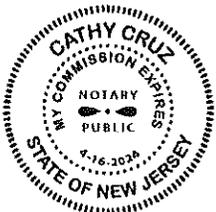
Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2024

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 9, 2024

A00984

Irene Martins, Assistant Secretary