

Yamhill County, Oregon



Invitation to Bid

2026 NORTH VALLEY ROAD PAVING PROJECT Advertise February 13th, 2026

Pre-Bid Conference:

Not Required

Refer all questions to:

Greg Haffner
Engineering Manager
503-434-7365
Haffnerg@Yamhillcounty.gov

BIDS DUE:
March 3, 2026
by
2 PM
at

2060 NE Lafayette Ave, McMinnville, Or. 97128

SECTION A – TABLE OF CONTENTS

A. TABLE OF CONTENTS 2

B. GENERAL BIDDING INFORMATION 3

 B.1 Project Identification 3

 B.2 Anticipated Schedule 3

 B.3 Pre-Bid Conference 3

 B.4 ITB Availability and Addenda..... 3

 B.5 Solicitation Law, Rules and Statutes 4

C. OFFER SUBMITTAL 4

 C.1 Price Submittal Form 4

 C.2 Signature Required..... 4

 C.3 Sealed Envelope; Address and Cover Information 4

 C.4 First Tier Disclosure Form 4

 C.5 Bid Security 4

 C.6 Offer Withdrawal Prior to Closing 5

 C.7 Forms Required..... 5

D. OREGON PREVAILING WAGE RATES (BOLI) 5

E. CLOSING AND OPENING OF BIDS 5

 E.1 Bid Closing..... 5

 E.2 Bid Opening 5

F. BID/OFFER EVALUATION 5

 F.1 Right to Reject 5

 F.2 Time for Offer Acceptance 5

 F.3 Evaluation Criteria..... 6

 F.4 Special Price Evaluation Factors 6

G. CONTRACT AWARD 6

 G.1 Method of Bid Award 6

 G.2 Intent-to-Award Announcement 6

H. PROTEST PROCEDURES 6

 H.1 Solicitation Protests 6

 H.2 Contract Award Protests 6

I. INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR 7

 I.1 Insurance 7

 I.2 Performance and Payment Bonds 7

 I.3 Commencement of Work 7

J. CONTRACTUAL PROVISIONS 7

 J.1 Compliance with State & Federal Law 7

 J.2 Venue, Governing law, and Attorney Fees 8

 J.3 Insurance..... 8

 J.4 Independent Contractor 8

 J.5 Indemnification 9

 J.6 Assignment or Transfer Restricted..... 9

 J.7 Termination Rights 9

 J.8 Records Maintenance; Access..... 10

 J.9 Foreign Contractor 10

EXHIBITS

- Exhibit A: Pricing Submittal Form
- Exhibit B: First Tier Disclosure Form
- Exhibit C: Certifications & Acknowledgment Form
- Exhibit D: Offeror Signature Form
- Exhibit E: Sample Contract
- Exhibit F: Bond Forms
- Exhibit G: Special Provisions and Standard Specifications
- Exhibit H: Design Plans

SECTION B – GENERAL BIDDING INFORMATION

Yamhill County (County) invites qualified contractors to respond to the following Invitation to Bid (ITB) for the **2026 North Valley Road Paving Project**.

B.1 Project Identification: PW26002CON

B.2 Anticipated Schedule:

CALL FOR BIDS ADVERTISED February 13, 2026

QUESTIONS DUE February 26, 2026

CLARIFICATIONS/ADDENDA February 26, 2026

BID SUBMITTAL DUE March 3, 2026

NOTICE OF INTENT TO AWARD March 12, 2026

DEADLINE TO SUBMIT WRITTEN PROTEST March 19, 2026

CONTRACT AWARD (TENTATIVE) March 26, 2026

CONTRACT SIGNED (TENTATIVE) April 8, 2026

START DATE NOT BEFORE July 1, 2026**

** YC may require a start as late as July 19th, 2026

COMPLETION DATE September 30, 2026

B.3 Pre-Bid Conference.

There is no pre-bid conference for this project.

B.4 ITB Availability and Addenda

B.4.1 ITB Public Viewing. This Invitation to Bid ("ITB"), including all Exhibits and Addenda, are available online at <https://www.co.yamhill.or.us/Bids.aspx> and will not be mailed to prospective Offerors unless requested pursuant to Section B.4.3.

B.4.2 Point of Contact. The single contact point for questions regarding the ITB, forms, Specifications, Plans, bidding process, change, clarification, the award process, protests and any other issues that may arise, is **Greg Haffner** at (503-434-7365) fax (503-472-4068) and e-mail Haffnerg@Yamhillcounty.gov.

B.4.3 Hard Copy Document Fees & Delivery. Offerors may also request hardcopies of the ITB, Addenda, and most attachments from the Point of Contact listed in Section B.4.2. All costs for these documents and any associated delivery fees are at Offeror's expense.

B.4.4 Addenda. Any amendments to the original solicitation will be issued as an Addendum and will be available for viewing at the location provided in Section B.4.1. Offerors may request automatic notifications of any subsequent Addenda to the ITB through the Point of Contact listed in Section B.4.2. Except to the extent required by public interest, County shall not issue an Addenda less than 72 hours before the closing date and time unless the Addenda also extends the closing date and time.

B.4.5 Clarifications, Objections, and Questions. Any Offeror that finds discrepancies in, or omissions from any provision of the ITB, Plans, or Specifications, or has doubt as to the meaning, shall make a request for clarification or modification in writing, to the contact point listed in Section B.4.2. To be considered, the request for clarification or modification must be received by the County at least ten (10) prior to the bid closing. Clarifications, whether verbal or in writing, do not change

the Plans, Specifications, contractual terms, or procurement requirements of this ITB unless a formal ITB Addendum has been issued by the County.

B.5 Solicitation Law, Rules and Statutes. This ITB and the resulting contract are governed by Oregon Law and Yamhill County Code. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Divisions 246 and 249 of the Administrative Rules of the Oregon Department of Administrative Services, and the Yamhill County Code, Volume 3, Subtitle 2, Public Contracting Rules and Regulations. The ITB and resulting contract may be subject to other laws and rules. Offerors should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

B.6 Prequalification Requirements. The County requires all Offerors to be prequalified with the Oregon Department of Transportation (ODOT) in the following Classes of Work:

ACP – Asphalt Concrete Paving and Oiling, TTC- Temporary Traffic Control

The County will only consider an Offer from an Offeror who submits the following with their Offer:

- 1) A copy of its ODOT Prequalification Approval Letter; or
- 2) Documentation that the Offeror submitted a complete prequalification application at least seven (7) days prior to the Bid Opening, and then, no later than fourteen (14) days following Bid Opening, submits to the County a copy of the applicable ODOT Prequalification Letter.

The ODOT prequalification application, along with approval time frames, procedures, and additional information on the prequalification process is available at: https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid_Award.aspx

B.7 Specialized Licensing Required. “This ITB has no specialized licensing requirements.”

SECTION C – OFFER SUBMITTAL

C.1 Price Submittal Form. Offerors shall enter pricing and other required information for all bid items listed in **Exhibit A**, Price Submittal Form. If the Price Submittal Form is replaced via an Addendum, Offerors shall use the amended form to provide pricing and other required information. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda, if any, may result in bid rejection as non-responsive.

C.2 Signature Required. OFFER SUBMITTED BY OFFEROR MUST BEAR AN ORIGINAL SIGNATURE. FAILURE TO SUBMIT AN OFFER BEARING AN ORIGINAL SIGNATURE WILL RESULT IN REJECTION OF THE BID.

C.3 Sealed Envelope; Address and Cover Information. Offers shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

ITB Number
Closing Date & Time
2060 NE Lafayette Ave, McMinnville OR 97128

C.4 First Tier Subcontractor Disclosure Form. The First Tier Subcontractor Disclosure Form must be submitted either with the bid submission or within two (2) working hours after the closing. Failure to comply with this requirement shall result in rejection of the offer as non-responsive. Additional information can be found within **Exhibit B**, First Tier Subcontractor Disclosure Form.

C.5 Bid Security Required. Each offer must be accompanied by a certified or cashier's check, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, or Bid Bond payable to Yamhill County in an amount equal to ten percent (10%) of the total amount of the Offer. The bid security shall be furnished as security against the failure of the Offeror to comply with all requirements within the time frames established subsequent to notification of intent to award. If the Offeror fails to (1) execute the contract, (2) furnish a Performance Bond and a Payment Bond, or (3) furnish certificates of insurance within the time specified in the written notification of intent to award a contract, the County may cash the check, draw under the letter of credit, or otherwise collect under the bid security.

C.6 Offer Withdrawal Prior to Closing. Offers may be withdrawn in writing when submitted on Offeror's letterhead, signed by an authorized representative, and received by the County prior to closing. Offer withdrawals submitted in writing must be labeled as such and contain the ITB number. Offers may also be withdrawn in person before closing upon

presentation of appropriate identification and evidence of authorization to act for Offeror. Signature confirmation of withdrawal may also be required. Offerors may not modify offers after closing.

C.7 Forms Required. The following forms must be submitted prior to closing:

- Price Submittal Form, Exhibit A
- First Tier Disclosure Form, Exhibit B
- Certifications & Acknowledgement Form, Exhibit C
- Offeror Signature Form, Exhibit D
- Prequalification Documentation

SECTION D – OREGON PREVAILING WAGE RATES (BOLI)

D.1 The contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870 relative to Prevailing Wage Rates. No Offer shall be received or considered by the County unless the Offeror agrees to be bound by and comply with the provisions of 279C.838, 279C.840 (or 40 U.S.C. 3141 to 3148 where applicable.) Before starting work the contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by 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 the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start work.

D.2 This ITB and the resulting contract are 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:

Prevailing Wage Rates for Public Works Contracts in Oregon issued January 5th, 2026.

Prevailing Wage Rates Apprenticeship Rates issued January 5th, 2026.

These BOLI wage rates are available on line at:

http://egov.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml

D.3 The work will take place in Yamhill County, on North Valley Road.

SECTION E – CLOSING AND OPENING OF BIDS

E.1 Bid Closing. Bids must be received, and date/time stamped at 2060 NE Lafayette Ave, McMinnville Or Public Works by the closing date/time. Bids will not be accepted after the closing date/time as stated on page one (1) of this ITB, or as may be extended by any subsequently issued Addenda. Facsimile offers will not be allowed or accepted. Failure to comply with this requirement will result in rejection of the offer as non-responsive.

E.2 Bid Opening. Bids will be publicly opened and read at the bid opening at the closing date/time specified on page one (1) of the ITB, at 2060 NE Lafayette Ave, McMinnville. Only the name of the Offeror(s) and the total cost will be read at the bid opening. It is optional for Offerors to attend the bid opening. Award decisions will not be made at the bid opening.

SECTION F – BID/OFFER EVALUATION

F.1 Right to Reject. The County may reject all offers for good cause upon its finding that it is in the public interest to do so. Additionally, the County may reject a particular offer for any of the reasons listed under YCC 3.20.049.0440.

F.2 Time for Offer Acceptance. An Offeror's offer is a firm offer, irrevocable, valid and binding on the Offeror for not less than thirty (30) calendar days from the closing date.

F.3 Evaluation Criteria.

F.3.1 Responsiveness. For its bid to be considered responsive, the Offeror must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, Public Works may waive minor informalities and irregularities.

F.3.2 Responsibility. Prior to award of a contract, the County will evaluate whether the apparent successful Offeror meets the applicable standards of responsibility identified in ORS 279C.375(3) and YCC 3.20.049.0390. In doing so, the County may investigate Offeror and request information in addition to that already required in the ITB, when the County, in its sole discretion, considers it necessary or advisable.

F.3.3 Oregon Preference. Awards shall be subject to preference for products produced or manufactured in Oregon. In determining the lowest Responsive Bid, the County will, in accordance with YCC 3.20.046.0310, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides. (YCC 3.20.046.0300 – 3.20.046.0330)

F.3.4 CCB Requirements. 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. 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.

SECTION G – CONTRACT AWARD

G.1 Method of Bid Award. Award will be made to the responsible Offeror submitting the lowest total responsive bid for the items listed. The County reserves the right to award any or all items listed, and to reject all bids.

G.2 Intent-To-Award Announcement. The County reserves the right to announce its intent to award prior to formal contract award by email letter or fax ("Intent-to-Award Announcement"). The Intent-to-Award Announcement shall serve as notice to all Offerors that the County intends to make an award.

G.3 Sample Contract. In addition to those contractual requirements provided in Section J, the awarded Offeror shall be required to abide by the terms and conditions as outlined in the Sample Contract, attached hereto as **Exhibit E**. Any exceptions to the language found therein must be submitted to the County prior to submitting an offer.

SECTION H – PROTEST PROCEDURES

H.1 Solicitation Protests.

H.1.1 Solicitation Protest Generally. An Offeror may protest specifications and/or contract terms and conditions of this ITB pursuant to YCC 3.20.049.0260.

H.1.2 Solicitation Protest Deadline. An Offeror must deliver a written protest on the Specifications or Contract terms and/or conditions matters to the POC provided in Section B.4.2 not less than ten (10) days prior to closing. The County is not required to consider an Offeror's request for change or protest after the deadline established for submitting such request or protest.

H.1.3 Solicitation Protest Content. An Offeror's written protest shall include:

- A detailed statement of the legal and factual grounds for the protest;
- A description of the resulting prejudice to the Offeror; and
- A statement of the desired changes to the Contract terms and conditions, including any Specifications.

H.1.4 County's Response. The County shall provide notice to the applicable protester if it entirely rejects a protest. If the County agrees with the protester's request or protest, in whole or in part, the County shall either issue an addendum reflecting its determination or cancel the solicitation pursuant to YCC 3.20.049.0270.

H.2 Contract Award Protests.

H.2.1 Contract Award Protests Generally. An adversely affected or aggrieved Offeror may submit to the County a written protest of a contract award pursuant to YCC 3.20.049.0450. In order to be an adversely affected or aggrieved Offeror, the Offeror must claim to be eligible for award of the contract as the responsible Offeror submitting the lowest responsive Offeror and that any and all lower Offerors are ineligible to receive a contract award. An actual Offeror who is adversely affected or aggrieved by the award of the contract to another Offeror may protest the award, in writing, within the timeline established herein. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline established in Section H.2.

H.2.2 Contract Award Protest Deadline. Adversely-affected or aggrieved Offerors shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based and must be addressed to the POC provided in Section B.4.2.

H.2.3 Response to Contract Award Protests. The County will respond in writing to intent-to-award protests submitted by adversely-affected or aggrieved Offerors. The County may also respond to protests submitted by other Offerors for purposes of clarification. However, any response provided by the County is not intended to, and shall not in and of itself constitute, confirmation that the Offeror is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

H.2.4 Contract Award upon Protest Period Expiration. After expiration of the seven (7) calendar-day protest period, and resolution of all protests, the County will proceed with final award. (If the County receives only one bid, the County may dispense with the protest period and proceed with award of a contract.)

SECTION I – INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL OFFEROR

I.1 Insurance. The apparent successful Offeror shall provide all required proofs of insurance to the County within 30 calendar days of notification of intent to award. Failure to present the required documents within the 30 calendar-day period may result in offer rejection. Offerors are encouraged to consult their insurance agent(s) about the insurance requirements as identified in Section J, Contract Provisions, prior to offer submission.

I.2 Performance Bond and Payment Bond. The successful Offeror shall be required to furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded contract, executed in favor of Yamhill County, to ensure faithful performance of the contract and payment for services and goods.

The County's Performance Bond and Payment Bond forms are found in **Exhibit E**.

The apparent successful Offeror shall provide all required bonding to the County within 14 calendar days of notification of award. Failure to present the required documents within 14 calendar days may be grounds for award disqualification.

I.3 Commencement of Work. The contractor shall not commence work under the contract until the Notice to Proceed has been issued.

SECTION J – CONTRACTUAL PROVISIONS (NON-INCLUSIVE)

J.1 Compliance with State and Federal Law. The contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279B.225 through 279B.235 and 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.

J.1.1 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).

J.1.2 The contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of this contract. ORS 279C.505(1)(b).

J.1.3 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)

J.1.4 The contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617.

J.1.5 The contractor shall demonstrate that an employee drug-testing program is in place. ORS 279C.505(2).

J.1.6 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)-(2).

J.1.7 The contractor shall promptly pay, as due, all persons supplying labor and services furnished to the contractor or a subcontractor by any person in connection with this contract as the claim becomes due. If the contractor 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, pursuant to ORS 279C.515(1).

J.1.8 If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the County, the contractor or first tier subcontractor shall owe the person the amount due plus interest commencing at the end of the 10 day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

J.1.9 The contractor shall make payment to any person furnish labor or materials in connection with this contract within 30 days after receipt of payment from the contracting agency or a 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).

J.1.10 The contractor 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.1.11 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100. The employee shall be paid at least time and a half pay as provided for in ORS 279C.520.

J.1.12 The contractor 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.

J.1.13 The contractor shall pay promptly, as due, any 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).

J.1.14 If the contractor is a subject employer, the contractor shall comply with ORS 656.017. ORS 279C.530(2).

J.1.15 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.

J.1.16 The contractor shall comply with ORS 279C.550 through 570 regarding withholding of retainage. The withholding of retainage by a contractor or subcontractor shall be in accordance with ORS 701.420 and 701.430.

J.1.17 The contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments and rate of interest.

J.1.18 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 purposed of performing a construction contract: 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 contracting agency under the contract; and 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.

J.1.19 The contractor shall comply with ORS 279C.605 regarding Notice of Claim.

J.1.20 The contractor shall comply with all Prevailing Wage Rate regulations, ORS 279C.800 through ORS 279C.870 and OAR 839-025.

J.1.21 The contractor shall pay contract and subcontract workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838. ORS 279C.830(1)(c).

J.1.22 A fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825. This fee shall be paid to the commissioner under the administrative rule of the commissioner. ORS 279C.830(2). This fee shall be paid by Yamhill County.

J.1.23 The contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8), and will 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 under ORS 279C.836(7) or (8). ORS 279C.830(3)(a)(b).

J.1.24 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.

J.2 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-persona jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.

J.3 Insurance.

J.3.1 General Liability. The contractor shall obtain and at all times keep in effect commercial general liability insurance covering activities and operations of the 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 following requirements:

- (1) \$2,000,000 to any single claimant arising out of a single accident or occurrence; and
- (2) \$4,000,000 to all claimants, for any number of claims arising out of a single accident or occurrence.

J.3.2 Automobile Insurance. The contractor shall maintain automobile liability insurance covering all owned, non-owned and hired vehicles used in the performance of services under the contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the following requirements:

- (1) \$2,000,000 to any single claimant arising out of a single accident or occurrence; and
- (2) \$4,000,000 to all claimants, for any number of claims arising out of a single accident or occurrence.

J.3.3 Workers' Compensation. The contractor may employ workers, and if the contractor employs workers, the contractor shall obtain and at all time keep in effect Workers' Compensation insurance, with coverage limits sufficient to meet the requirements of Oregon law. Contractors who are not subject workers under ORS 656.027 who will provide services under the contract agree to either elect workers' compensation coverage under ORS 656.128 or specifically release the County of any and all claims that would be covered by the Workers' Compensation Laws of the state of Oregon if the contractor was a subject worker under ORS 656.027.

J.4 Independent Contractor. The contractor is an independent contractor and not an employee of or agent of the County. 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.

J.5 Indemnification. To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, the contractor shall indemnify, defend, save, and hold harmless (with counsel of the County's choice) the County and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, including attorney fees, arising out of the acts or omissions of the contractor, its officers, agents, or employees performing under the contract. The contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the work to be done under the contract.

J.5.1 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.

J.5.2 Granting of Authority Required. Neither the contractor nor any attorney engaged by the contractor shall defend the claim in the name of the County or any department or office of the County, nor purport to act as legal representative of the County or any of its departments or offices without first receiving from the County's legal counsel authority to act as legal counsel for the County, nor shall the contractor settle any claim on behalf of the County without the approval of the County's legal counsel. The County may, at its election and expense, assume its own defense and settlement.

J.6 Assignment or Transfer Restricted. Unless otherwise provided in the contract, the contractor shall not assign, sell, dispose of, or transfer rights, nor delegate duties under the contract, either in whole or in part, without the County's prior written consent. Unless otherwise agreed by the County in writing, such consent shall not relieve the contractor of any obligations under the contract. Any assignee or transferee shall be considered the agent of the contractor and be bound to abide by all provisions of the contract. If the County consents in writing to an assignment, sale, disposal or transfer of the contractor's rights or delegation of the contractor's duties, the contractor and its surety, if any, shall remain liable to the County for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the County otherwise agrees in writing.

J.7 Termination Rights

J.7.1 Termination for Convenience. The County may terminate the 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. After such notice, 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.

J.7.2 Termination for Cause. The County may immediately terminate the contract without liability or penalty for either of the following causes by the mailing of written notice to the contractor at contractor's address given above, specifying the cause:

- The contractor breaches any of the provisions of the contract. The contractor shall be liable for any and all damages suffered by the County as the result of the contractor's breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;
 - In the event of breach for unsatisfactory performance or nonperformance, the Yamhill County Board of Commissioners is the sole judge of the contractor's unsatisfactory performance or nonperformance.
- The contractor no longer holds all licenses or certificates that are required to perform the services required under this contract;
- 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

- Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under the contract are prohibited or the County is prohibited from paying for such services from the planned funding source.

J.7.3 Contractor's Termination for Cause. The contractor may terminate the contract for cause if the County fails to pay the contractor pursuant to the contract. The contractor may also terminate the 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.

J.8 Records Maintenance; Access. 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 the contract in such a manner as to clearly document the contractor's performance hereunder. The contractor acknowledges and agrees that 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 the contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and documents shall be retained by the contractor for a minimum of ten (10) years (except as required longer by law) following final payment and termination of the contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the contract, whichever date is later.

J.9 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 the contract. The County shall withhold final payment under the contract until the contractor has met this requirement.

EXHIBIT A PW26002CON 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 **Yamhill County 2026 Overlays Project**, for the unit prices for the different items of the work and materials to be furnished as follows:

SCHEDULE OF ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
<u>North Valley Road</u> Ribbon Ridge to Albertson Road (20,185' x 21.6' Average Width)					
1.0	Traffic Control (Pilot Car, Flaggers, Temporary Signage)	LS	1	_____	_____
1.2	0- 2" Cold Plane	SY	1,781	_____	_____
1.3	2" Cold Plane for Inlay	SY	3,972	_____	_____
1.4	2" Level 3 ½" Dense ACP for Inlay	TON	410	_____	_____
1.5	1" Level 3 ½" Dense ACP for Prelevel	TON	3,567	_____	_____
1.6	2" Level 3 ½" Dense ACP for Overlay	TON	5,728	_____	_____
1.7	Extra for Intersections	Ea.	2	_____	_____

TOTAL BID PRICE IN NUMBERS _____

TOTAL BID PRICE IN WORDS _____

OFFEROR NAME:

Contact Person: _____

Telephone Number: (____) _____

Email: _____

Fax Number: (____) _____

Federal ID Number: _____

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: _____

BID #: _____ CLOSING: Date: _____ Time: _____

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
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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): _____

Contact name: _____ Phone no.: _____

**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.: _____

EXPIRATION DATE OF CCB NO.: _____

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: _____

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: _____ Policy No.: _____

(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: _____ Policy No.: _____

(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: _____ Policy No.: _____

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. ____ to No. ____ 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.

MANAGING RETAINAGE

Pursuant to HB 2415(2019), Oregon Law now provides three options for managing retainage for construction contracts over \$500,000 in value. If the total contract price bid exceeds \$500,000, please indicate the method your firm prefers for the retainage on this contract:

- _____ (a) Deposit a bond, or securities or other instruments with the County or in a bank or trust company, and have no retainage withheld, as described in ORS 279C.560(4);
- _____ (b) Have the County place the retainage as it is earned in an interest-bearing bank account, at no cost to you, and after completion you will receive all of the interest earned along with your retainage, pursuant to ORS 279C.560(5); or

_____ (c) Have the County place the retainage as it is earned in an interest-bearing escrow account, where you will be responsible for the costs of the escrow, and will receive the interest along with your retainage, with the amount reduced by the fees charged by the escrow agent.

If neither option (a) nor (b) are chosen, the default method required by the law will be that the retainage goes into an escrow account as described in option (c). Offerors should be aware that, under option (c), it is possible that the escrow fees to be deducted could be as much as or greater than the interest earned on the retainage. There is no charge or deduction for option (a) or (b).

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: _____

Federal Employer Identification No.: _____

Name and Title of Duly Authorized Representative:

Authorized Signature: _____ Date: _____

EXHIBIT E
Sample Contract

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 [CONTRACTOR], an Oregon corporation whose Federal Employer Identification No. is [INSERT FEIN], hereinafter referred to as the “Contractor”.

RECITALS

WHEREAS, The County requires the services of a construction services contractor for the Yamhill County 2026 Overlay 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 30th, 2026** 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 \$2,000 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 estimated to be **[\$NTE]**. 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

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 Contractor, 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
 - Prevailing Wage Rates for Public Works Contracts in Oregon issued January 5, 2026.
 - Prevailing Wage Rates Apprenticeship Rates issued January 5, 2026.
- 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 5th Street
McMinnville, Oregon 97128
Haffnerg@Yamhillcounty.gov

Contractor: [CONTRACTOR]
ATTN: [NAME]
[ADDRESS]
[EMAIL]

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

Chair, KIT JOHNSON

Name (printed)

Commissioner, MARY STARRETT

Title

Commissioner, BUBBA, DAVID KING

Date

Date

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

APPROVED AS TO CONTENT:

By: _____
PUBLIC WORKS DIRECTOR,
MARK LAGO

EXHIBIT F-1

PAYMENT BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, That we _____

_____ as principal, hereinafter called Contractor, and (name and address of principal place of business of surety) _____

_____ as surety, are jointly and severally held and bound unto the County of Yamhill in the sum of _____

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas, the said Contractor herein has made and entered into a certain contract with Yamhill County, which contract is by this reference made part hereof, whereby the said Contractor agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract and all authorized modifications of the contract which increase the amount of work and the amount of the contract. Notice to the surety of any of the immediately foregoing are waived.

NOW, THEREFORE, if the Contractor herein shall make payment promptly, as due to all subcontractors and to all persons supplying to the Contractor or its subcontractors, equipment, supplies, labor or materials for the prosecution of the work, or any part thereof, provided for in said contract, and shall pay all contributions of amounts due its workers compensation carrier and the State Unemployment Compensation Trust Fund from such Contractor or subcontractors incurred in the performance of said contract, and pay all sums of money withheld from the Contractor's employees and payable to the Revenue Department, and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay to Yamhill County, by and through its Board of Commissioners, such damages as may accrue to the County under said contract, then this obligation is to be void, otherwise to remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Yamhill County, by and through its Board of Commissioners, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 20____.

Authorized Signature, Contractor

Authorized Signature, Attorney in Fact
(A Power of Attorney for the Attorney in Fact must be attached to this bond.)

Authorized Signature, Surety

EXHIBIT F-2

PERFORMANCE BOND

Bond No. _____

Project _____

KNOW ALL PERSONS BY THESE PRESENTS, That we _____ as principal, hereinafter called Contractor, and (name and address of principal place of business of surety) _____

_____ as surety, are jointly and severally held and bound unto the Yamhill County in the sum of _____

_____ for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns or successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That, whereas, the said Contractor herein has made and entered into a certain contract with the Yamhill County, which contract is by this reference made part hereof, whereby the said Contractor agrees to do in accordance with the certain terms, conditions, requirements, plans and specifications set out in said contract and all authorized modifications of the contract which increase the amount of work and the amount of the contract. Notice to the surety of any of the immediately foregoing is waived.

NOW, THEREFORE, if the Contractor herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed during said contract, upon the terms set forth therein, within the time prescribed therein, or as extended as provided in the contract, including, but not limited to the terms of any warranty and guarantee required under said contract, and shall indemnify and save harmless the Yamhill County, the Yamhill County Board of Commissioners, and members thereof, its officers, employees, and agents, against any direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the said contract by the said Contractor or its subcontractors and shall in all respects perform said contract according to law, then this obligation is to be void, otherwise to remain to full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Yamhill County, by and through its Board of Commissioners, be obligated for the payment thereof.

Witness our hands this _____ day of _____, 20_____.

Authorized Signature, Contractor

Authorized Signature, Surety

Authorized Signature, Attorney in Fact
(A Power of Attorney for the Attorney in Fact must be attached to this bond)

Surety's Seal Must be Affixed

EXHIBIT G

SPECIAL PROVISIONS AND SUPPLEMENTAL STANDARD SPECIFICATIONS FOR COUNTY ROAD CONSTRUCTION

**YAMHILL COUNTY
MCMINNVILLE, OREGON**

"2026 NORTH VALLEY PAVING PROJECT"

KIND OF WORK: **All Traffic Control, Temp Signage, Cold Plane and Inlay, continuous pre-level, and overlays of Hot Mix Asphalt Concrete, and temporary lane markings.**

COUNTY ROADS: **As Specified in Exhibit H - Design Plans**

COUNTY: **Yamhill County**

PROPOSALS TO BE RECEIVED: **March 3, 2026 at 2:00 P.M.**

PRECONSTRUCTION: **None**

PREFACE

APPLICABLE STANDARD SPECIFICATIONS

The Applicable Standard Specification 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

Provide Traffic control, pilot car, temporary signage, 2" cold plane and inlay in ~70 County marked locations along the corridor, cold plane as specified at both ends of the project for match-ins, bridge grind, place an average depth of 1"-1.25" pre-level of Level 3 Asphaltic Concrete Pavement (ACP), place 2" overlay over the pre-level. Install temporary lane markers (stick-n-stomps) as specified in the specials for:

- The section of North Valley Road from its intersection with Ribbon Ridge up through the intersection with Albertson Road.

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 day of **March 3, 2026** Proposals will be opened and read publicly.

COMPLETION TIME LIMIT

All work to be done under the contract shall commenced as early as **July 1 or July 19, 2026**, and shall be completed no later than **September 30, 2026**. The start date is dependent on completion of Yamhill County Full Depth Repair & Culvert project (not part of this contract).

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

Section	DESCRIPTION	YES	NO
00100's	GENERAL CONDITIONS	X	
00200'S	MOB, ACCOM TO PUBLIC, TRAFFIC CONTROL, EROSION CONTROL,	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

WORK TO BE DONE

The work to be done under this contract consists of the following work:

1. Provide Traffic Control, signage, & pilot car.
2. Provide Cold Plane for areas as marked by YC.
3. Provide 2" ACP Inlay as noted.
4. Place Pre-level ACP entire project length.
5. Provide Cold Plane areas as noted at both ends of project and bridge.
6. Place Tack coat on grinds and prior to pre-level (Incidental to AC).
7. Place 1.0" to 1.25" ACP Pre-level over existing asphalt.
8. Place 2.0" ACP Overlay over new pre-leveled asphalt.
9. Provide Temporary Lane Markings.
10. All top lift cold plane transverse cuts to be vertical, not rolled from a drum cut. Inlays do not require to be vertical cuts.

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:

00120.05 Requests for Solicitation Documents - Delete this subsection and substitute with the following:

Electronic Bidding Documents are available from the Department of Public Works, NE 2060 Lafayette Avenue, McMinnville, Oregon 97128 and from Janet Henderson at hendersonj@yamhillcounty.gov Copies of the "Oregon Standard Specifications for Construction - Oregon Department of Transportation - 2021 Oregon" may be purchased at the Oregon Department of Transportation or downloaded on line at ODOT website locate at : https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.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, materials, labor costs, and appropriate profit percentages.

00120.40 Preparation of Bids:

(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) Proposal Guaranty: 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 as the last sentence of the first paragraph of this subsection.

"These changes must be received and confirmed by the Public Works Director or designated Engineering 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."

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 Division – 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 Engineering 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 Engineering Manager 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(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 Engineering 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 Engineering 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 brooming prep work for the overlays.

A Contractor provided pilot car shall be used at all times during work when lane closures are required.

Traffic will be prohibited from using all newly paved intersections until finished rolling is complete.

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 routine compaction testing and setting up rolling patterns. The contractor will provide a copy of the compaction results prior to payment for the job. The County reserves the right to perform check tests of compaction as needed.

If the contractor fails to comply with these provisions at any time, the Engineering Manager will at 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, 2026**. Full Depth Repair (FDR) contract (not part of this contract) is scheduled to be completed by July 18, 2026 and may impact start time. Work may commence prior to July 19th but not before July 1, 2026 if FDR and Culvert replacement work is completed prior.

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 \$2,000.00 for each calendar day used in excess of the "Contract Time" or "Adjusted Contract Time.

SECTION 00195 - PROSECUTION AND PROGRESS

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

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 (Retainage Surety Bond) - Delete this subsection.

00195.50(c)(3) (Bonds, Securities, and other Instruments) - Delete this subsection.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.40 General Requirements – Replace Section 1 as follows:

(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 Engineering Manager each evening prior to allowing the public to travel thru the project site without continuous traffic control. If unsafe conditions exist, contractors must correct the problem or provide continuous traffic control at their own expense.

- Daily Monday through Friday, between 7:30 am and 6:00 PM
- Nightly Sunday night through Friday morning between 6:00 pm and 7:00 AM.

00220.60(a)(2) Division Responsibility - Delete this subsection.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL CONTROL

Comply with Section 00221 of the Standard Specifications supplemented and/or modified as follows:

00221.80 Measurement: No measurement of quantities will be made

00221.90 Payment: Lump Sum Payment will be made for the accepted quantities of work completed under Bid Item 1.1 Traffic Control.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications:

00222.80 Measurement: No measurement of quantities will be made

00222.90 Payment: Lump Sum Payment will be made for the accepted quantities of work completed under Bid Item 1.1 Traffic Control

SECTION 00223 – WORK ZONE TRAFFIC CONTROLTRAFFIC CONTROL

Comply with Section 00223 of the Standard Specifications supplemented and/or modified as follows:

00223.80 Measurement: No measurement of quantities will be made.

00223.90 Payment: Lump Sum Payment will be made for the accepted quantities of work completed under Bid Item 1.1 Traffic Control

SECTION 00225 – TEMPORARY PAVEMENT MARKING

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 apply temporary yellow markers (Stick n Stomps) at 25-foot intervals on corners and 50' interval on tangents following the application of the initial placement of first lane of the overlay. Tape shall be used to provide temporary markings as defined above if a second lift is to be completed. The Contractor shall install white temporary markers at 150 foot intervals on the shoulder edge of the leveling course on the final lift of pavement.

225.03 Traffic Control Outside Contract Limits: Add the following:

Contractor shall install, facing each direction of the incoming traffic, approximately 900 feet in advance of the project, one roll up “ROAD CONSTRUCTION AHEAD” signs.

The Contractor shall install, facing each direction of the incoming traffic, approximately 500 feet beyond the end of the project, one roll up “END ROAD WORK” signs.

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.

00225.80 Measurement: No measurement of quantities will be made

00225.90 Payment: Lump Sum Payment will be made for the accepted quantities of work completed under Bid Item 1.1 Traffic Control.

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, 00225.99 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" per road segment.

Pilot cars will be provided and operated by Contractor and will be incidental to “Traffic Control” bid item.

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications

The County intends for manholes to be grade adjusted with **County supplied metal grade rings** of appropriate thickness, contractor installed.

Contractor to grade adjust WW's by lifting existing cans. County to supply monument box risers of the appropriate thickness, with contractor installation.

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

Comply with Section 00620 of the Standard Specifications modified as follows:

Add 00620.40(f) Temporary Wedges – When the milling operation is completed in advance of the overlay operations, contractor to install a wedge of asphalt for all transverse joints. The length of the temporary wedge (paper joint) shall be a function of the road speed. At all stop-controlled intersections, a minimum 5' wedge is required. For areas where the start/stop of the paving is on a non-stop controlled area, increase the paper joint to 10' for a 2" grind. The temporary wedges will not be measured and will be incidental to the cold plane.

Add 00620.40(g) Contractor to saw cut and chipping out (or grind with small grinder) the rolled drum cuts at all intersection match locations. Saw cut and chipping or grinding with a small grinder is not required on the grind and inlays below pre-level.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications modified as follows:

00730.11 Emulsified Asphalt – Replace sentence starting with “Furnish CCS-1, with “Furnish CCS-1H”.

00730.80 Measurement – Replace with “The quantities of Emulsified Asphalt cement used as tack will not be measured.

00730.90 Payment – Delete the first sentence and replace with “The accepted quantities of Emulsified Asphalt cement used as tack coat will be considered incidental to the ACP.”

SECTION 00744 - ASPHALTIC CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.11 Asphalt Cement and Additives – Add the following new section:

Asphalt Cement to be PG-64-22
ACP to be Level 3 HMAC

All Inlay and Overlay material to Comply with Section 00744 of the Standard Specifications modified as follows:

00744.39 General – Add the following new section:

Existing driveways and mailboxes shall have two foot wing-outs as mainline paving is performed unless otherwise noted. No extra pay, other than the ACP tonnage will be measured

00744.49 Compaction – Replace the 91 percent of MAMD with **92 percent of MAMD**. No density testing required on the Inlays below the pre-level.

00744.50 Pre-Level – Add the following new section:

Paving where the thickness is 1.25" or less, will be considered a "Pre-Level". The pre-level is intended to run the entire length of the project, full width. The quantities are estimated in the contract documents. Payment will be by the Ton for "Pre-Level".

The County may direct the contractor to thicken the overlay thickness in areas of distress. Payment will be by the Ton for Level III ACP.

SECTION 00749 – MISCELANEOUS ASPHALT CONCRETE STRUCTURES

00749.00 – Miscellaneous Asphalt Concrete Structures: Delete the words within this section and substitute with the following:

Scope – This work shall consist of matching the new improvement work to the existing roads, driveways, turnouts and curbs.

Materials – Asphaltic Concrete Pavement– Where asphaltic concrete is required, the mixture shall be the same as required for the wearing course. A sand seal shall be required at all paved joints and tapers.

Pave Existing Gravel Intersections and Driveways - Gravel intersections, gravel driveways and gravel field access locations shall be paved at full depth (2.0" inch or as specified) two feet outside of the lane line unless otherwise noted on the plans.

Monument Boxes – None on this project – Contractor shall raise or install riser rings on existing survey monument boxes and manholes to final grade to match the top grade of the new overlay surface. Any Valve Can style lids encountered shall be raised by the contractor to the new overlay grade.

Intersections – Intersections will be paved by the contractor as noted on the intersection plans. The Intersection bid item is intended to cover the extra time and labor to re-set the paver, additional taper raking, and lower production work. The paving plans note which intersections will be included for payment. ACP for the intersection will be paid for at the bid priced for ACP (not Pre-level).

Driveways and mailbox turnouts will typically be two-foot wing-outs from mainline paving. The quantity of asphaltic concrete will be measured by the ton, the same bid item as the mainline paving.

Note: County will provide and install shoulder rock after completion of paving. The Contractor is not required to perform fine grading of these areas.

The County will perform an initial sweeping of the overlay roads one to three days ahead of the paving operations. The paving contractor will be required to reclean the pavement ahead of the paving train if the road becomes dirty from farming or other operations.

00749.92 Method "B" Complete in Place –Replace section as follows:

- (a) Paved Intersections – Each
- (b) Monument boxes Raised - Each

EXHIBIT H
DESIGN PLANS