

CONTRACT
Wildish Standard Paving Co. and Yamhill County
(Newberg Landfill Reseeding Project)

THIS CONTRACT, effective as of the last date set forth adjacent to the signatures of the parties below, is between **Yamhill County**, a political subdivision of the State of Oregon ("County") and **Wildish Standard Paving Co.**, an Oregon corporation, located at 3600 Wildish Lane, PO Box 40310, Eugene, Oregon 97403 ("Contractor"). County and Contractor, for consideration stated below, agree as follows:

1. **Scope of Work.** The purpose of this contract is for Contractor to reseed newly installed soil cap at the Newberg Landfill and to perform related tasks, as more specifically outlined in the attached Scope of Work, labeled Exhibit A and incorporated into this contract by reference.
2. **Time of Completion.** Contractor shall commence work upon execution of this contract, and continue to work through October, 2016, weather permitting. The intent of the parties is that, weather permitting in October, 2016, Contractor will perform grading, compaction, and seeding associated with the approximately 16-acre area on the map attached to the Exhibit A Scope of Work. In no case shall the completion date be extended beyond June 30, 2017.
3. **Compensation for Work and Materials.** The total, agreed upon compensation to be paid by County to Contractor for the work and materials specified in this contract is \$21,850.00. Contractor shall notify County upon substantial completion of work required by the Scope of Work in 2016. Within 10 business days of that notice, County shall either notify Contractor that the work performed is unacceptable, or shall pay Contractor 30 percent of the total contract price. Payment of the remaining contract amount shall be made within 30 days of acceptance of the work, following delivery of all materials and completion of all work specified in the Scope of Work to the satisfaction of the Coordinator or her designee.
4. **Erosion Control.** Contractor is solely responsible for completing the work in compliance with all federal, state, and local law. Contractor shall ensure that disturbed areas are not subject to erosion and shall take all necessary steps to anticipate weather events and to control stormwater, to prevent the transport of soil materials off-site.
5. **Indemnification.** Contractor shall indemnify, defend and save County harmless from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractors' prosecution of work under this agreement.
6. **Insurance.** Contractor, at its expense, shall obtain the following insurance coverages and keep them in effect during the entire term of this Agreement:
 - a. Workers Compensation Insurance in compliance with statutory requirements;

b. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;

c. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under the Agreement;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. Evidence of such insurance will be furnished to County before commencing work under this contract. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

7. Status of the Solid Waste Division Coordinator. Sherrie Mathison is County's Solid Waste Division Coordinator (the "Coordinator"). The Coordinator or her designee shall perform technical inspections of work and shall have authority to stop the work whenever such stoppage shall be necessary to insure proper execution of the contract. The Coordinator or her designee may reject all work and materials that do not conform to the contract and shall decide questions that arise in the execution of the work.

8. Changes in work. County reserves the right to order work and material changes in the nature of additions, deletions or modifications without invalidating this contract. Such changes shall be authorized by change order signed by County's Solid Waste Division Coordinator or her designee. Upon receipt of a change order, Contractor shall proceed with the work so ordered. All such work and materials shall conform to any applicable provisions of this contract and the price to be paid shall be by mutual agreement between the parties. If the parties cannot agree, then County may proceed with such work in a manner it elects, and such action by the County shall not relieve either party of its respective rights or responsibilities under this contract. However, nothing provided in this section shall excuse Contractor from proceeding with the prosecution of the work as changed.

9. Incorporation of statutory provisions required for public contracts. The Contractor shall comply with all applicable Public Contract Laws, including ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference.

10. **Certification of compliance with tax laws.** By signing this agreement, Contractor declares that Contractor has complied with, and is in compliance with the tax laws of the State of Oregon and any applicable tax laws of a political subdivision of the State of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

11. **Prohibition of Discrimination.** In hiring employees for performance of work under this contract, no contractor, subcontractor or any person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, sex or sexual orientation, discriminate against a person who is qualified and available to perform work to which employment relates.

12. **Nonwaiver.** No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of County to enforce at any time any of the terms of this contract, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this contract, or the right of County to thereafter enforce each and every provision.

13. **Contractor's Representation.** Contractor, by entering into this agreement, represents that its bid for this project is made without connection with any person, firm or corporation making or refraining from making a bid for the same or similar project and was in all respects fair and without collusion or fraud.

14. **Costs and Attorney Fees.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this contract, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

15. **Entire Agreement.** This Contract, including the attached Scope of Work (and map of the landfill containing notations) is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. No alterations, changes or additions to this agreement shall be valid unless reduced to writing and signed by an authorized representative of each party.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

WILDISH STANDARD PAVING CO.

YAMHILL COUNTY, OREGON

By: [Signature]
(signature)

Date: 9/22/16

Doug Clie
Printed name)

Title: Proj Mgr.

Fed. Tax I.D. No: 93-1171384

Contractor
Registration No: 63256

[Signature]
MARY STARETT, Chair

Date: 9/26/16

[Signature]
KEN FRIDAY

Yamhill County Planning Director

Date: 9/22/2016

FORM APPROVED BY:

[Signature]

CHRISTIAN BOENISCH
Yamhill County Legal Counsel

Accepted by Yamhill County
Board of Commissioners on
9/22/16 by Board Order
B.O.# 16-391

Exhibit A

Scope of Work

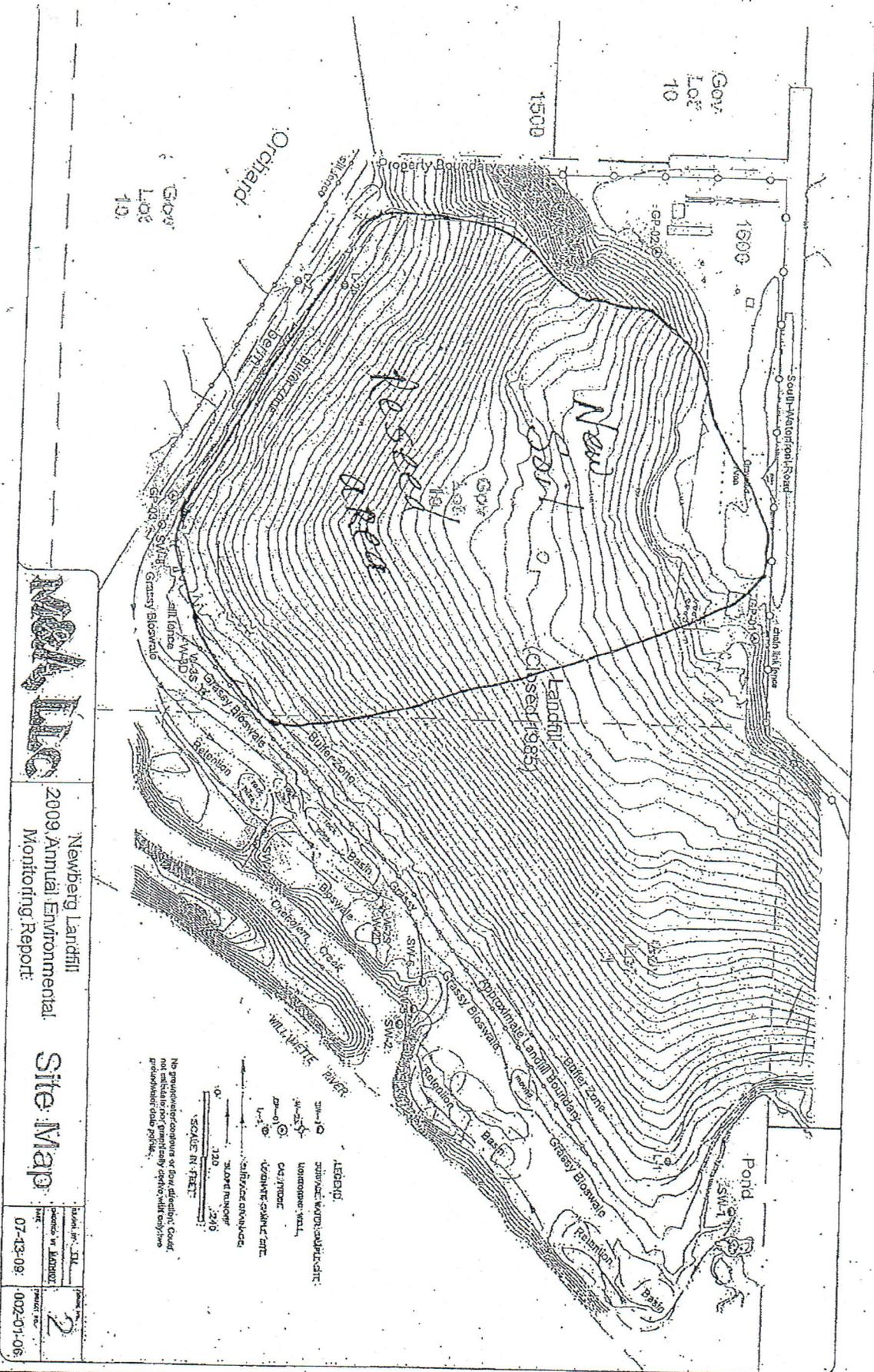
The work described in this Scope of Work shall be performed by Contractor in September and (if necessary) October, 2016 as weather permits. Any work not performed in 2016 shall be performed by Contractor in 2016, as soon as weather permits.

1. On the 16 acres as labeled on the attached map, reseed soil with prescribed seed mixture and tracer load of tackified wood-fiber mulch to be applied with hydraulic equipment and in a mixture acceptable to County;
2. Apply certified weed-free grass straw at rate of 2.5 cubic tons per acre using pneumatic blower equipment;
3. Straw to be tacked with 800 lbs of tackified wood-fiver mulch using hydraulic equipment
4. Process and products to comply with Section 01030 of the ODOT Standard Provisions.\

NOTE: Application of these products is weather dependent. Adverse weather or excessive precipitation may restrict access of hydroseeding and straw mulching equipment within project. Both have hose attachments, but they are limited in reach. Hydroseeding and straw mulch equipment may be towed by tracked devices that are provided by others.

EXCLUSIONS: No clearing or grubbing. No earth work or preparation of subgrade. No weed control prior to pr following seeding operations. No watering of seeded areas. No provision of expense associated with tracked devices if required. No traffic control.

Exhibit A - Map



M&E, LLC

Newberg Landfill
2009 Annual Environmental
Monitoring Report

Site Map

Sheet No. of 134	Sheet No. of 2
Date: 07-13-09	Project No.: 002-01-06

LEGEND

- 3m-10' contour water table/catch
- 3m-25' contour water table/catch
- 3m-50' contour water table/catch
- 3m-75' contour water table/catch
- 3m-100' contour water table/catch
- 3m-125' contour water table/catch
- 3m-150' contour water table/catch
- 3m-175' contour water table/catch
- 3m-200' contour water table/catch
- 3m-225' contour water table/catch
- 3m-250' contour water table/catch
- 3m-275' contour water table/catch
- 3m-300' contour water table/catch
- 3m-325' contour water table/catch
- 3m-350' contour water table/catch
- 3m-375' contour water table/catch
- 3m-400' contour water table/catch
- 3m-425' contour water table/catch
- 3m-450' contour water table/catch
- 3m-475' contour water table/catch
- 3m-500' contour water table/catch

SCALE IN FEET

0 120 240 360

No guarantee or responsibility for accuracy of data or information provided herein. All data is subject to change without notice.